

Materials for Classes 1 & 2 Summer 2020

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ESTATE PLANNING QUESTIONNAIRE

John and Jane Doe

Client Name

January 2020

Date

This questionnaire was developed for use by this firm in designing comprehensive estate plans for clients. The information which you supply on this form will be retained in our files and no information will be released to any person without your prior permission.

Dean Mead Egerton Bloodworth Capouano & Bozarth, P.A.

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A. DOCUMENTS TO BE ATTACHED

Attached	N/A	Document
<input type="checkbox"/>	<input type="checkbox"/>	Existing wills of both spouses
<input type="checkbox"/>	<input type="checkbox"/>	Trust instruments that they created or under which client is a beneficiary or a trustee
<input type="checkbox"/>	<input type="checkbox"/>	Powers of attorney, living wills, medical directives, and pre-need guardianship for minors or adults
<input type="checkbox"/>	<input type="checkbox"/>	Beneficiary Designations for any deferred compensation, Keogh plans and IRAs
<input type="checkbox"/>	<input type="checkbox"/>	Pre or postnuptial agreements, separation agreements and divorce papers

B. FAMILY INFORMATION

1. Personal

	Spouse # 1	Spouse # 2
Full Name	John A. Doe	Jane B. Doe
Residence Address	██████████	██████████
County of Residence	██████████	██████████
Personal Telephone	██████████	██████████
E-Mail Address (<i>home</i>)	██████████	██████████
Employer and Business Address	██████████	██████████
Current Title or Position and Occupation	██████████	██████████
Business Telephone	██████████	██████████
E-Mail Address (<i>business</i>)	██████████	██████████
Date of Birth	Click here to enter a date.	Click here to enter a date.
Place of Birth	██████████	██████████

	Spouse # 1	Spouse # 2
Citizenship	<input type="text"/>	<input type="text"/>
Social Security Number	<input type="text"/>	<input type="text"/>
Marital Status	<input type="text"/>	<input type="text"/>
Date and place of marriage	<input type="text"/>	<input type="text"/>
Previously married?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Ever Serve in the Military?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Disabled?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

2. Names of Children (attach additional pages if necessary):

Child #1	
Name of Child	<input type="text"/>
Name of Child Parent(s) <i>(if different from Spouse #1 or Spouse #2)</i>	<input type="text"/>
Date of Birth	Click here to enter a date.
Adopted	Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of Child's Spouse (if any)	<input type="text"/>
Address - home	<input type="text"/>
Telephone – personal	<input type="text"/>
Telephone - work	<input type="text"/>
E-mail address	<input type="text"/>
Grandchildren (Names and Dates of Birth)	<input type="text"/>
Child #2	
Name of Child	<input type="text"/>
Name of Child Parent(s) <i>(if different from Spouse #1 or Spouse #2)</i>	<input type="text"/>

Date of Birth	Click here to enter a date.
Name of Child's Spouse (if any)	█
Address - home	█
Telephone – personal	█
Telephone - work	█
Facsimile number	█
E-mail address	█
Grandchildren (Names and Dates of Birth)	█
Child #3	█
Name of Child	█
Name of Child Parent(s) <i>(if different from Spouse #1 or Spouse #2)</i>	
Date of Birth	Click here to enter a date.
Name of Child's Spouse (if any)	█
Address - home	█
Telephone – personal	█
Telephone - work	█
Facsimile number	█
E-mail address	█
Grandchildren (Names and Dates of Birth)	█

3. Prior Marriages

	Spouse # 1	Spouse # 2
Previously married?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, Name(s) of Former Spouse(s), Date(s)/Place(s) of Divorce(s) or Death(s):	█	█

	Spouse # 1	Spouse # 2
Do either you or your spouse have any legal obligations to a former spouse or to children of a prior marriage?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, please explain:	█	█

4. Your Parents

	Spouse # 1	Spouse # 2
Father's name	█	█
Father's address/telephone number	█	█
Father's date of death	Click here to enter a date.	Click here to enter a date.
Mother's name	█	█
Mother's address/telephone number	█	█
Mother's date of death	Click here to enter a date.	Click here to enter a date.

5. Dependent Persons

Are there any family members who require special schooling, medical attention, full-time nursing care at home or other special needs? List name, address, relationship, nature of special need, and date of birth.

█

6. Miscellaneous

a. Have you been a resident of any other state or foreign country? Yes No If Yes, where and for how long? █

b. Did you or your spouse own any substantial separate property before marriage? Yes No If Yes, please explain:

█

c. Have any gifts or inheritances been received by either you or your spouse separately or do you expect to receive any in the future? Yes No If Yes, please attach a copy.

█

d. Are you or your spouse the beneficiary under any trust agreement or have you created any trusts?

Yes No If Yes, please explain:

█

- e. Are either of you, your children, or other issue or dependents currently in bankruptcy, previously filed for bankruptcy or reasonably likely to be threatened by creditors or bankruptcy in the foreseeable future?

Yes No If Yes, please explain:

█

- f. Are either of you currently a party to any lawsuit, or aware of any potential lawsuit that may be filed for or against you? Yes No If Yes, please explain the issue(s) involved, amount at risk, court that has jurisdiction over the matter, and attorney handling the case:

█

- g. Are either of you an officer, director, general partner or manager of any corporation, partnership or limited liability company? Yes No If Yes, please list each company and the position held therein:

█

- h. Have you arranged for your funeral or other memorial services? Yes No If Yes, please explain the details of any such arrangements and provide copies of any related contracts:

█

- i. Do you have a preference for the disposition of your remains (e.g., burial, cremation, etc.)?

Yes No If Yes, please explain:

█

7. Gift Data

- a. Have either of you made any gifts--other than to charities--in any one year to any one or more persons which exceeded in value \$10,000 since 1982 (or \$3,000 if made before 1982)? Yes No

- b. If gift tax returns were filed, please furnish copies of every federal and state tax return you filed and any related appraisals.

- c. Have you made gifts to a trust? Yes No

- d. Have you created or contributed to any Uniform Gifts to Minors Act account, Uniform Transfers to Minors Act account, or 529 plans? Yes No

8. Annuities

Do you have any annuities? Yes No If Yes, provide contract.

9. Charity

Do you have any unfulfilled pledges to charities? Yes No If Yes, please identify such charities, the amount of any outstanding pledges, and the payment schedule:

█

10. Retirement and/or Death Benefits / Qualified Plan or IRA

Do you now or have you ever participated in an IRA or a plan maintained by an employer that will provide benefits in the event of your retirement and/or death? Yes No If Yes, please provide copies of the beneficiary designations.

11. Safe Deposit Box

a. Do you have a safe deposit box? Yes No If Yes, where is it located? █

b. Name(s) safe deposit box is listed under: █

12. Prenuptial / Postnuptial Agreement

Do you presently have a Prenuptial or Postnuptial Agreement in place? Yes No If Yes, please attach a copy of the agreement.

C. CURRENT ADVISORS

Name, Address and Telephone Number	
Attorney	
Accountant	
Life Insurance Advisor	
Banker and Trust Officers	
Investment Advisor	

D. PERSONAL PROPERTY

	Spouse # 1	Spouse # 2	Joint
A. Bank Accounts			
	\$	\$	\$
	\$	\$	\$
B. Cryptocurrency			
	\$	\$	\$
	\$	\$	\$
C. Investment Accounts			
	\$	\$	\$
	\$	\$	\$
D. Mortgages or Notes (payable to you)			
	\$	\$	\$
	\$	\$	\$
E. Business Interests [indicate partnership (P), corporation (S) or LLC (L)]			
	\$	\$	\$
	\$	\$	\$
F. Stock Options			
	\$	\$	\$
	\$	\$	\$
G. Intellectual Property			
	\$	\$	\$
	\$	\$	\$

	Spouse # 1	Spouse # 2	Joint
H. Tangible Personal Property			
Automobiles, Trailers and Other Motor Vehicles	\$	\$	\$
Boats and Aircraft	\$	\$	\$
Household Furnishings	\$	\$	\$
Personal Effects, Jewelry and Furs	\$	\$	\$
Collections and Works of Art	\$	\$	\$
I. Other			
	\$	\$	\$
	\$	\$	\$
TOTAL	\$	\$	\$

F. REAL ESTATE
(attach additional sheet(s) if necessary)

Property Type*	Property Location	Mortgage	Value	Ownership
		\$	\$	
		\$	\$	
		\$	\$	

* Single family residence, condominium, rental property, vacant land, etc. **Please indicate which property is your homestead.**

G. LIFE INSURANCE POLICIES (AND ANNUITIES)

	POLICY #1	POLICY #2	POLICY #3	POLICY #4
Owner, if not insured				
Insured*				
Face Amount	\$	\$	\$	\$
Company				
Policy #				
Type (term or permanent)				
If Permanent, Current Cash Surrender Value				
If Term, Date of Termination				
Primary Beneficiary				
Contingent Beneficiary				
Amount of Loan	\$	\$	\$	\$
Premium Amount/Frequency				
Date of Policy				

* Include policies on lives of others.

H. RETIREMENT PLANS AND IRA DETAIL

	PLAN #1	PLAN #2	PLAN #3	PLAN #4
Owner/Participant				
Type (IRA, 401(k), Roth, Profit Sharing, etc.)				
Current Value	\$	\$	\$	\$
Company/Broker/Custodian				
Account #				

Primary Beneficiary				
Contingent Beneficiary				
If inherited, from whom?				

I. LIABILITIES (including as Endorser or Guarantor)*

Creditor	Secured By	Interest Rate	Date Incurred	Due Date	Payment Schedule	Current Balance
		%				\$
		%				\$
		%				\$
					TOTAL	\$

* Liabilities other than mortgages previously listed.

ACKNOWLEDGEMENT

Our law firm endeavors to provide the highest quality legal service to our clients in achieving their estate planning objectives effectively and efficiently. In order to achieve this objective, we must rely on the accuracy and completeness of the information you furnish in this questionnaire when we formulate recommendations for the creation and/or revision of your estate plan. Consequently, if the information supplied in this questionnaire is either inaccurate or incomplete, our recommendations may be inappropriate, or possibly even counterproductive, and the representation may require additional time and expense to complete. Therefore, in responding to this questionnaire, we ask that you take the time necessary to answer each question fully and accurately, so as to supply us with the information necessary to provide the highest quality and most cost efficient representation we can in helping you meet your estate planning objectives.

By signing below, you state that the information provided in this questionnaire is, to the best of your knowledge and belief, accurate and complete.

Signature

Date

Signature

Date

JOHN A. DOE REVOCABLE TRUST

Prepared by:

JOHN A. DOE REVOCABLE TRUST

THIS IS A TRUST AGREEMENT (sometimes referred to as this “Agreement”) dated _____, 2020, between JOHN A. DOE of _____ County, Florida (described herein in the first person and sometimes referred to as the “Settlor”), and JOHN A. DOE, as Trustee (the “Trustee”).

WHEREAS, I desire to create a trust and the Trustee is willing to accept the trust hereby created.

NOW, THEREFORE, I hereby transfer the property described on Schedule A attached hereto to the Trustee, IN TRUST, and the Trustee agrees to accept the property and to hold, manage and distribute it under the terms of this Agreement.

ARTICLE I Family Information

I am married to JANE B. DOE and any reference to my Wife shall be to her. My children born before the date of this Agreement are JEFFREY C. DOE, born on January 1, 1990, and JENNIFER D. DOE, born on January 2, 1995.

ARTICLE II Trust Name

This Agreement and the trusts hereunder may be referred to as the JOHN A. DOE REVOCABLE TRUST.

ARTICLE III Trust Provisions During Lifetime

During my life, any property held under this Agreement shall be referred to as “the Trust Estate” and shall be disposed of as follows:

A. Distributions. The Trustee shall distribute to me as much of the net income and principal of the Trust Estate as I may from time to time direct, and such additional amounts of net income or principal thereof as the Trustee may at any time and from time to time determine.

B. Undistributed Income. Any net income of the Trust Estate not so distributed shall be accumulated and annually added to principal.

C. Intention. The Trustee shall liberally distribute income and principal of the Trust Estate for my benefit and my Wife’s benefit and the rights of the successor beneficiaries hereunder shall be considered secondary. The Trust Estate is established to ensure

that the best possible care and support are provided to me and my Wife, to meet all lifetime needs. Having in mind the extent to which funds will be available for expenditure for my benefit and my Wife's benefit, the Trustee is authorized to expend such amounts as the Trustee may determine to maintain my and my Wife's current lifestyle, including, but not limited to, complete authority to provide for my and my Wife's reasonable personal care and comfort. The Trustee is authorized to engage the services of any individuals or organizations to provide for my and my Wife's personal care and comfort. All assets of the Trust Estate are to be considered available for those purposes, and the Trustee shall at all times be guided by that intent. Notwithstanding anything in this paragraph to the contrary, the Trustee (other than me) shall distribute income and principal to my Wife only in accordance with the provisions below in this Article.

D. General Directions to Trustee. The Trustee shall make every effort to involve me in decision-making regarding both financial matters and personal care. The Trustee shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, the Trustee shall make decisions that the Trustee believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible. The Trust Estate is to be used to provide me and, in accordance with the provisions below in this Article, my Wife, with the best available care and support during my lifetime.

E. Gifts. Whenever I am incapacitated (as defined below), the Trustee may make gifts from the Trust Estate as expressly authorized in this Article, provided such gifts do not jeopardize the ability of the Trustee to provide for my and my Wife's personal care and comfort for my lifetime.

1. The Trustee may make gifts to my descendants in any amount. The Trustee may make unlimited transfers for my descendants for those expenditures described in Code Sec. 2503(e). The Trustee may not use any of the Trust Estate in a manner that would discharge the legal obligation of any Trustee to support any of my descendants.

2. The Trustee may make gifts to qualified tuition programs described in Code Sec. 529 for any of my descendants in any amount and pursuant to any election permitted under that section.

3. The Trustee may also make gifts from the Trust Estate to my Wife, for any purpose, in any amount.

4. The Trustee may make gifts from the Trust Estate to any charitable organization, the gifts to which qualify for the Federal income and gift tax charitable deduction, and to which I shall have previously made gifts, and pay my charitable pledges and dues in a manner that the Trustee shall determine reflects my general donative history.

5. The Trustee shall make gifts from the Trust Estate only as the Trustee shall deem to reflect my wishes, and the Trustee shall consider my history of making such gifts and my estate plan.

6. Notwithstanding the foregoing, no Interested Trustee shall participate in the determination to make any gift from the Trust Estate to any donee described in this Article, except as is appropriate for that donee's health, education, maintenance or support, determined without taking into account any other available income and assets.

7. The Trustee may make gifts under this Article either outright or to a trust for the primary benefit of a permissible donee or multiple permissible donees, or to any legal guardian, conservator or similar fiduciary of such donee, or to a custodian under any applicable Uniform Transfers (or Gifts) to Minors Act, as the Trustee shall deem appropriate, even if one or more of the persons acting as the Trustee is a guardian, conservator, similar fiduciary or custodian.

F. My Residence. The Trustee is specifically authorized to hold and maintain any real property used by me as a personal residence and transferred to the trust for my use and benefit and the use and benefit of my immediate family during my lifetime, it being my intent to reserve the requisite beneficial interest and possessory right in and to such real property in order to comply with Section 196.041 of the Florida Statutes, such that my beneficial interest and possessory right constitutes in all respects "equitable title to real estate," as that term is used in Section 6, Article VII, of the Constitution of the State of Florida. If the Trustee determines that it would be in my best interest to maintain a residence for my use but that the residence or residences then held in any trust hereunder should not be used for such purpose, the Trustee is authorized to sell said real property and to purchase such other residence, or to make such other arrangements as the Trustee deems suitable for the purpose. Notwithstanding anything contained in this Agreement to the contrary, my interest in any real property upon which I reside shall be deemed to be an interest in real property and not an interest in personalty. The Trustee is authorized to pay all carrying charges of such residence, including but not limited to any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and, in accordance with the provisions above in this Article, my Wife's benefit.

ARTICLE IV Payments After Death

Upon my death, the Trustee shall dispose of the Trust Estate which shall include all property distributable to the Trustee as a result of my death, whether under my Will or otherwise (such property shall be referred to as the "Trust Fund"), as follows:

A. Pay Estate Obligations. If my probate estate (excluding income) is insufficient to pay my funeral expenses, all claims against my probate estate and the expenses of

administering my probate estate, the Trustee shall make available to my Personal Representative under my Will (including by direct payment thereof as directed by my Personal Representative) out of the Trust Fund such sums as my Personal Representative shall certify to be required to make good such insufficiency; provided if no such Personal Representative is serving, then the Trustee is authorized to pay such debts and expenses directly without direction by my Personal Representative. Nothing herein, however, shall be deemed to authorize the Trustee to make any such payment of property where such property was not otherwise subject to the claims to be paid. Without limiting the foregoing, the Trustee is also authorized to pay or reimburse, in the manner set forth above, any reasonable and necessary costs of my funeral (and related expenses) in excess of any limit thereon imposed by applicable state or Federal law. In addition, if my Will gives my entire residuary estate to the Trustee under this Agreement, the Trustee shall satisfy any unsatisfied preresiduary pecuniary gift (to the extent of such insufficiency) in my Will and shall distribute real property, tangible personal property and intangible personal property in the way and to the recipients specified in the preresiduary provisions of my Will (to the extent not satisfied thereunder). Such gifts and provisions shall be construed and applied as if the trust property had been owned outright by me and disposed of under my Will, but distribution shall be made directly to the recipients named in my Will and not to my Personal Representative, so that the trust property does not pass through my probate estate.

B. Death Taxes. The Trustee shall pay any death taxes that result from my death out of the Trust Fund in the manner provided below in the provisions governing payment of death taxes.

C. Balance of the Trust Fund. After the foregoing payments, the Trustee shall dispose of the balance of the Trust Fund in the manner provided below.

ARTICLE V Residue

I dispose of the balance of the Trust Fund, real and personal, including any property mentioned above but not effectively disposed of (my "Residuary Trust Fund"), as follows:

A. If My Wife Survives. If my Wife survives me, I give my Residuary Trust Fund to the Trustee of the Marital Trust under this Agreement, to be disposed of under the terms of that trust.

B. If My Wife Does Not Survive. If my Wife does not survive me, I direct the Trustee to set aside and divide my Residuary Trust Fund into per stirpital shares for my descendants who survive me, and I give the share so set aside for a descendant to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Simultaneous Death. If my Wife and I die simultaneously or under such circumstances that the order of our deaths cannot be determined, she shall be deemed to have survived me for purposes of this Article. Further, my Wife shall be deemed to have survived me if she actually survives me for any period of time, however short.

ARTICLE VI Marital Trust

Property that is to be held as or disposed of under the terms of the Marital Trust shall be held under this Article, and all references to the “Marital Trust” shall be to the trust held under this Article.

A. During My Wife’s Life. The following provisions shall apply during my Wife’s life:

1. The Trustee shall distribute to my Wife the net income of the trust at least annually.

2. The Trustee may, but shall not be required to, distribute to my Wife as much of the principal of the trust as the Trustee may at any time and from time to time determine for her health, education, maintenance or support in her accustomed manner of living.

3. The Trustee may, but shall not be required to, distribute to my Wife as much of the principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine for any purpose.

4. Without limiting the Trustee’s discretion, the Trustee may consider the needs of my Wife as more important than the needs of my descendants or any other beneficiary.

5. My Wife may direct the Trustee to make any unproductive assets productive of income or to convert any unproductive assets to property that produces income, within a reasonable time, notwithstanding any provision of this Agreement or any applicable law otherwise authorizing the Trustee to retain unproductive property. The power to allocate receipts and disbursements to income and principal and to amortize the premiums on securities contrary to applicable state law in other provisions of this Agreement shall not apply to any Marital Trust. The application of any specific provision of this Agreement shall in all events be construed so as to give my Wife that degree of beneficial enjoyment of the trust property during her life which the principles of the law of trusts accord to a person who is the sole income beneficiary of a trust and shall ensure that the Marital Trust qualifies for the Federal estate tax marital deduction to the extent so elected.

B. Upon My Wife's Death. The following provisions shall apply after my Wife's death:

1. Unless my Wife provides otherwise by specific reference to this paragraph in a Will or other writing, the Trustee shall pay any increase in death taxes payable upon the death of my Wife caused by the inclusion of a Marital Trust hereunder or a portion of a Marital Trust hereunder in her gross estate from the principal of the trust or portion so included. The Trustee may rely upon the written statement by my Wife's Personal Representative of the amounts thus payable.

2. The balance of the property then held in the Marital Trust shall be:

a. distributed to one or more persons out of a class composed of my descendants on such terms as my Wife may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective,

b. set aside and divided into per stirpital shares for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Reallocation of Assets Based on QTIP Election. Notwithstanding any other provision in this Agreement, I give to the Marital Trust only that fractional share of the Marital Trust as to which my Personal Representative makes the election under Code Sec. 2056(b)(7) or any similar election permitted under applicable state law (the "QTIP Election"). That portion of the Marital Trust otherwise determined under other provisions of this Agreement as to which my Personal Representative does not make the QTIP Election shall be distributed to the Family Trust under this Agreement, to be disposed of under the terms of that trust.

D. Allocation of Management Expenses. To the extent the following authorization does not cause any interest hereunder to fail to qualify, in whole or in part, for the Federal estate tax marital deduction which otherwise would so qualify, the Trustee is authorized to allocate management expenses within the meaning of Reg. §20.2056(b)-4(d)(1)(i) to any interest hereunder that qualifies for the Federal estate tax marital deduction.

ARTICLE VII Family Trust

Property that is to be held as or disposed of under the terms of the Family Trust shall be held under this Article, and all references to the "Family Trust" shall be to the trust held under this Article.

A. During My Wife's Life. The following provisions shall apply during my Wife's life:

1. The Trustee may, but shall not be required to, distribute to any one or more of my Wife and my descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to any one or more of my Wife and my descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made to my Wife until the principal of the Marital Trust is exhausted, unless there is a compelling reason to do so.

5. Without limiting the Trustee's discretion, the Trustee may consider the needs of my Wife as more important than the needs of my descendants or any other beneficiary.

B. Upon My Wife's Death. Upon the death of my Wife, the property then held in the Family Trust shall be:

1. distributed to one or more persons out of a class composed of my descendants on such terms as my Wife may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective,

2. set aside and divided into per stirpital shares for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Disinterested Trustee May Confer Power. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of my Wife, by an instrument in writing (1) confer upon my Wife a power exercisable only by Will to appoint all or part of the Family Trust to the creditors of my Wife's estate, and the instrument conferring such

power upon my Wife may require the consent of the Trustee (other than any Interested Trustee or any Trustee who conferred the power upon my Wife) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustee's discretion, the Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax in order to obtain a basis adjustment under Code Sec. 1014 when it appears that it may reduce overall taxes to do so.

D. Wife's Disclaimer. If my Wife disclaims her interest in the income and principal of all or a portion of the Family Trust, the disclaimed property shall be disposed of as if she had survived me and died immediately after my death without exercising her power of appointment.

ARTICLE VIII Descendants' Separate Trusts

Property that is to be held in a Descendant's Separate Trust or the Descendants' Separate Trusts shall be held under this Article, and all references to a "Descendant's Separate Trust" or the "Descendants' Separate Trusts" shall be to the trusts held under this Article.

A. During the Beneficiary's Life. The following provisions shall apply during the Beneficiary's life:

1. The Trustee may, but shall not be required to, distribute to any one or more of the Beneficiary and the Beneficiary's descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to any one or more of the Beneficiary and the Beneficiary's descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, the Trustee may consider the needs of the Beneficiary as more important than the needs of the Beneficiary's descendants or of any other beneficiary.

5. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made from any GST Exempt Trust for the Beneficiary until the

principal of any GST Non-Exempt Trust for the Beneficiary is exhausted, unless there is a compelling reason to do so.

B. Upon the Beneficiary's Death. Upon the Beneficiary's death, the following provisions shall apply:

1. Unless the Beneficiary provides otherwise by specific reference to this paragraph in a Will or other writing, the Trustee shall pay any increase in death taxes payable upon the death of the Beneficiary caused by the inclusion of the value of the property that was subject to withdrawal or appointment by the Beneficiary at the Beneficiary's death in the gross estate of the Beneficiary from the principal of the trust or portion so included. The Trustee may rely upon the written statement by the Beneficiary's Personal Representative of the amounts thus payable.

2. The balance of the property then held in the Beneficiary's trust shall be:

a. distributed to one or more persons out of a class composed of my descendants and the creditors of the Beneficiary's estate on such terms as the Beneficiary may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment, provided that, in the case of a GST Exempt Trust and the "Limited Share" of a GST Non-Exempt Trust (as defined below), no appointment shall be made to the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors or the creditors of the Beneficiary's estate; or, in default of appointment or insofar as an appointment is not effective,

b. set aside and divided into per stirpital shares for the Beneficiary's descendants then living or, if there is no descendant of the Beneficiary then living and if the Beneficiary was a grandchild or more remote descendant of mine, for the descendants then living of the Beneficiary's nearest ancestor who was a descendant of mine, with descendants then living or, if there is no such descendant then living or if the Beneficiary was a child of mine, for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Article, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

3. For purposes of the power of appointment granted under this paragraph, the "Limited Share" of a GST Non-Exempt Trust is that portion of the Beneficiary's GST Non-Exempt Trust at the Beneficiary's death which, if excluded from the Beneficiary's gross estate for Federal estate tax purposes and in default of the exercise of the power of appointment granted under this Article, would pass only to one or more persons assigned to the Beneficiary's generation or a higher generation for Federal generation-skipping transfer tax purposes.

C. Disinterested Trustee May Confer Power. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of the Beneficiary, by an instrument in writing (1) confer upon the Beneficiary a power exercisable only by Will to appoint all or part of the Beneficiary's trust to the creditors of the Beneficiary's estate, and the instrument conferring such power upon the Beneficiary may require the consent of the Trustee (other than any Interested Trustee or any Trustee who conferred the power upon the Beneficiary) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustee's discretion, the Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax in order to obtain a basis adjustment under Code Sec. 1014 when it appears that it may reduce overall taxes to do so.

D. Maximum Duration for Trusts. Any trust under this Article still in existence upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Agreement shall thereupon terminate and the remaining trust property shall be distributed to the Beneficiary of the trust.

ARTICLE IX Takers of Last Resort

The Trustee shall distribute any property that is not otherwise disposed of under this Agreement or any trust created under this Agreement (a) one-half (1/2) (or all, if there are no persons to take under item (b)) to the persons who would have inherited my personal estate and in the shares that they would have inherited it, had I died a resident of the State of Florida, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Agreement, and (b) one-half (1/2) (or all, if there are no persons to take under item (a)) to the persons who would have inherited the personal estate of my Wife, and in the shares that they would have inherited it, had my Wife died a resident of the State of Florida, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Agreement.

ARTICLE X Maximum Duration for Trusts

A. Maximum Duration for Trusts Defined. The Maximum Duration for Trusts shall be the earlier of (i) the date of death of the last to die of the individual beneficiaries of any trust hereunder living at any time and (ii) three hundred sixty (360) years from my death.

B. Powers of Appointment. This Article shall also apply to a trust created by the exercise of a power of appointment conferred by this Agreement (unless the exercise of the power of appointment commences a new rule against perpetuities or similar rule that limits the time that property may remain in trust).

ARTICLE XI
Payments to Minors

Whenever property becomes distributable to a person under twenty-five (25) years of age (described herein as the “Minor” regardless of the actual legal age of majority) for any reason, the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with the qualification of any Marital Trust for the Federal estate tax marital deduction, to the extent so elected, or any provisions of this Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder:

A. Distribution to Custodian. The Trustee may distribute the property to a custodian or successor custodian under any state’s version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Trustee. The Trustee may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-five (25) years of age if that is permitted, and may designate successor custodians.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Minor, but in a manner so that the property then vests in the Minor, and the Trustee, in managing the property for the Minor, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Minor) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of a Minor’s Property. The Trustee may distribute the property to a Guardian of the Minor’s estate.

D. Distribution to a Minor’s Parent. The Trustee may distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of a beneficiary only if the parent either (1) is a descendant of mine, or (2) was married to a descendant of mine at the date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

E. Distribution Directly to a Minor. The Trustee may distribute directly to the Minor property that is of relatively modest monetary value (which the Trustee shall determine in the exercise of sole and absolute discretion) and is appropriate for ownership by an individual of the Minor’s age if the Trustee determines that the Minor has the practical capacity to own property of the type and value in question. For purposes of illustration, and without limiting the authority of the Trustee under this paragraph, I anticipate that the Trustee shall use this authority to distribute, to the Minor, property such as clothing, sporting and recreational

equipment, personal computers, tablets or other digital devices, or similar items designed for personal use.

F. Exoneration of Fiduciary for Distributions for Minor. The Trustee shall be free from any responsibility for the subsequent disposition of property following the disposition of such property by the Trustee in one of the ways specified in this Article.

ARTICLE XII Payments to Incapacitated Persons

Whenever property becomes distributable to a person whom the Trustee reasonably and in good faith shall determine is experiencing substantial difficulty in managing financial matters and that such difficulty is not expected to be short-term (described herein as “an Incapacitated Person” regardless of whether a court of competent jurisdiction has determined such person to be incapacitated and regardless of whether a guardian, conservator or other legal representative has been appointed for such person), the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with the qualification of any Marital Trust for the Federal estate tax marital deduction, to the extent so elected, or any provisions of this Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder.

A. Distribution to Trust. The Trustee may hold the property in a separate trust for the Incapacitated Person until the Incapacitated Person is no longer incapacitated as defined above. The Trustee may distribute to the Incapacitated Person as much of the net income and/or principal of the trust as the Trustee may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Incapacitated Person is no longer incapacitated, the Trustee shall distribute the property to the formerly Incapacitated Person. If the Incapacitated Person dies before the property is distributed to him or her, then upon the Incapacitated Person’s death, the Trustee shall distribute the property to the Personal Representative of the Incapacitated Person’s estate.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Incapacitated Person, but in a manner so that the property then vests in the Incapacitated Person, and the Trustee, in managing the property for the Incapacitated Person, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Incapacitated Person) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of Incapacitated Person’s Property. The Trustee may distribute the property to a Guardian of the Incapacitated Person’s estate.

D. Distribution to Incapacitated Person's Spouse or Parent. The Trustee may distribute the property to a spouse or parent of the Incapacitated Person even if the spouse or parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of an Incapacitated Person only if the parent either (1) is a descendant of mine or (2) was married to a descendant of mine at the date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

E. Exoneration of Fiduciary for Distributions for Incapacitated Person. The Trustee shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

ARTICLE XIII Spendthrift Provision

A. No Assignment. Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a beneficiary's liabilities or creditor claims, assignment or anticipation. Additionally, the interest of a beneficiary of any trust hereunder may not be either voluntarily or involuntarily transferred within the meaning of Section 736.0502 of the Florida Statutes. Notwithstanding the foregoing, no provision of this Article shall prevent the appointment of an interest in a trust through the exercise of a power of appointment.

B. Protection from Creditors. If the Trustee shall determine that a beneficiary (other than my Wife with respect to any Marital Trust) would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the maximum possible benefit and enjoyment of all the trust income and principal to which the beneficiary is entitled.

C. Protection from Marital Claims. All benefits granted to a beneficiary under this instrument shall be the separate and individual property of such beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a beneficiary hereunder shall also be free of any interference from, or control or marital power of, his or her spouse. For purposes of this paragraph, the term "benefits" shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any beneficiary but also to trust property allocated to a trust in which the beneficiary possesses an interest hereunder.

D. Limitation of Court's Authority. No court shall have the authority or discretion to direct that there be a distribution or allowance from principal to any income beneficiary hereunder notwithstanding any applicable state statute.

ARTICLE XIV
Exercise of Powers Created Hereunder

A. Form of Appointment. A power of appointment conferred hereunder upon a person in his or her individual capacity (a “Non-Fiduciary Power”) may be exercised in favor of one or more persons to or for whom the power may be exercised, in any proportions, in any lawful estates and interests, whether absolute or in further trust. Such a Non-Fiduciary Power may be exercised to create further Non-Fiduciary Powers which may be made exercisable in the same or a different manner. A limited power of appointment may be exercised to confer a limited or general power, including a presently exercisable limited or general power.

B. Trustees Under Appointment. The Trustee under an appointment in further trust may be any person not prohibited from serving as Trustee under this Agreement and may be given fiduciary powers (including discretionary powers over distributions), exercisable, however, only in favor of permissible objects of the exercised power.

C. Testamentary Power. A Non-Fiduciary Power, if any, that is exercisable only by the powerholder’s last will and testament may also be exercised by a separate written instrument signed by the powerholder (other than the powerholder’s last will and testament) if the powerholder’s last will and testament contains a direction that the exercise in the other instrument be honored.

D. Trustees Can Create Trusts. The authorized Trustee (as defined in this paragraph) may, subject to the provisions set forth in this paragraph, exercise any power to invade the principal of any trust hereunder (referred to as the “invaded trust”) by appointing (whether or not there is a current need to invade principal under any standard for invasion of principal set forth in the invaded trust) part or all of the principal of the invaded trust in favor of a trustee of another trust (referred to as the “appointed trust,” and defined further below) for the benefit of one or more or all of those beneficiaries for whom the principal of the invaded trust may be currently paid to the exclusion of any one or more of such beneficiaries. The exercise of the power to invade the principal of a trust under this paragraph shall be subject to the following additional provisions:

1. If all of the assets of the invaded trust are to be paid to the appointed trust under the applicable appointment, then the exercise of the power by the authorized Trustee under this paragraph shall apply both to (1) all of the assets currently comprising the principal of the invaded trust, including undistributed accumulated income, and (2) to all assets subsequently paid to or acquired by the invaded trust after the payment to the appointed trust, unless the authorized Trustee who so appoints the principal of the invaded trust provides otherwise in writing at the time of appointment. If only a portion of the trust assets of the invaded trust are to be paid over to the appointed trust under the applicable appointment, then subsequently discovered assets of the invaded trust or assets subsequently paid to or acquired by the invaded trust shall remain assets of the invaded trust, unless the authorized Trustee who so

appoints the principal of the invaded trust provides otherwise in writing at the time of appointment.

2. The exercise of the power to invade the principal of a trust under this paragraph shall be by an instrument in writing, signed, and acknowledged by the authorized Trustee. The instrument exercising the power shall be maintained with the records of the invaded trust and may be filed in any court having jurisdiction over the invaded trust.

3. The Trustee shall not be required to notify any person interested in the invaded trust or the appointed trust of any payment or transfer pursuant to the terms of this paragraph, or of the intention to make any such payment or transfer, unless such notice would otherwise be required by the applicable governing law, and the requirement to provide such notice may not be waived under the applicable governing law. I hereby waive any requirement imposed by applicable governing law that would otherwise require the Trustee to provide such notice, to the extent that such requirement may be waived. Notwithstanding the foregoing, the Trustee may, but shall not be required to, provide such notice to any person interested in the invaded trust or the appointed trust, if the Trustee determines, in the exercise of sole and absolute discretion, that it is appropriate to provide such notice.

4. The exercise of the power to invade the principal of a trust under this paragraph shall not be treated as being prohibited by any provision in the invaded trust instrument that prohibits amendment or revocation of the trust or that constitutes a spendthrift clause.

5. The provisions of this paragraph shall not be construed to abridge the right of any Trustee to appoint property in further trust that arises under any statutory law or under common law, or as directed by any court having jurisdiction over the invaded trust.

6. Nothing in this paragraph shall be construed as creating or implying a duty on any Trustee acting hereunder to exercise a power to invade principal, and no inference of impropriety shall be made as a result of a Trustee not exercising the power conferred under this paragraph.

7. The authorized Trustee, acting pursuant to the authority granted by this paragraph, may not exercise a power to decrease or indemnify against a Trustee's liability or exonerate a Trustee from liability for failure to exercise the duty of care, diligence and prudence otherwise applicable to the Trustee or to make a binding and conclusive fixation of the value of any asset for purposes of distribution, allocation or otherwise.

8. The authorized Trustee, acting pursuant to the authority granted by this paragraph, may not exercise a power to increase the total compensation of any Trustee of the appointed trust, other than by reason of extending the period, as may be permitted hereunder, during which such Trustee will serve. No Trustee shall receive any paying commission with respect to property transferred pursuant to this paragraph.

9. If any contribution to the invaded trust qualified for the annual exclusion under Code Sec. 2503(b), the marital deduction under Code Sec. 2056(a) or 2523(a), or the charitable deduction under Code Sec. 170(a), 642(c), 2055(a) or 2522(a), is a direct skip whether or not a nontaxable gift under Code Sec. 2642(c), or qualified for any other specific tax benefit that would be lost by the existence of the authorized Trustee's authority under this paragraph for income, gift, estate, or generation-skipping transfer tax purposes under the Code, then the authorized Trustee shall not (1) have the power to invade the principal of a trust pursuant to this paragraph in a manner that would prevent the invaded trust from qualifying for or would reduce the exclusion, deduction, nontaxable gift or other tax benefit which was originally claimed with respect to that contribution, (2) have the power to make a change, including the grant of a power of appointment, that will result in (a) a change or modification of any standard of payment to or for one or more of the beneficiaries of the invaded trust or (b) a reduction, limitation or other change in any beneficiary's right to a mandatory distribution of income, a mandatory annuity or unitrust interest, a right annually to withdraw a percentage of the value of the trust or a right annually to withdraw a specified dollar amount provided that such mandatory or annual right has already come into effect with respect to the beneficiary. Notwithstanding the foregoing (2) but subject to (1), the authorized Trustee may pay to an appointed trust that is a supplemental needs trust.

10. The authorized Trustee exercising the authority granted by this paragraph may not make a change that will violate any rule against perpetuities or similar rule limiting the duration of trusts applicable to the invaded trust and may not make a change that will disqualify a trust which owns S corporation stock and is a permitted shareholder under Code Sec. 1361(c)(2) from being a permitted shareholder.

11. The current beneficiaries of the appointed trust shall be one, more than one or all of the current beneficiaries of the invaded trust and the successor and remainder beneficiaries of the appointed trust shall be one, more than one or all of the successor or remainder beneficiaries of the invaded trust. If a beneficiary includes a class of persons, such class shall include any person who falls within the class of persons after the payment to the appointed trust. The appointed trust may grant to one or more of the beneficiaries of the appointed trust a power of appointment.

12. The term "appointed trust" shall mean an irrevocable trust other than the invaded trust to which principal is appointed under this paragraph including, but not limited to, a new trust created by the authorized Trustee.

13. The standard for invasion in the appointed trust may be no greater than the standard for invasion of the invaded trust.

14. As used in this paragraph, the term "authorized Trustee" shall refer to the Trustee of any trust hereunder, to the extent that the Trustee is authorized to invade the principal of such trust; provided, however, that any Interested Trustee acting hereunder shall not

have the authority to act in accordance with this Article in a manner that would result in the Interested Trustee being permitted to (a) distribute the income or principal of the appointed trust for any reason other than health, education, maintenance or support, within the meaning of Code Sec. 2041(b), or (b) otherwise take any action the Interested Trustee is expressly prohibited from taking under this Agreement.

ARTICLE XV Substance Abuse

The following provisions apply to all trusts created under this Agreement, except as expressly provided to the contrary in this Article entitled "Substance Abuse:"

A. Dependence. If the Trustee reasonably believes that: (1) a beneficiary of any trust created under this Agreement (i) routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance, or (ii) is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a licensed medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and (2) as a result of such use or consumption, the beneficiary is incapable of caring for himself or herself, or is likely to dissipate the beneficiary's financial resources; then the Trustee must follow the procedures set forth below.

B. Testing. The Trustee will request the beneficiary to submit to one or more examinations (including laboratory tests of hair, tissue, or bodily fluids) determined to be appropriate by a licensed medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee shall maintain strict confidentiality of those results and will not, without the beneficiary's written permission, disclose those results to any person other than the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

C. Treatment. If, in the opinion of the examining doctor or psychiatrist, the examination indicates current or recent use of a drug or substance as described above, the beneficiary must consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee may pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary, if the Trustee otherwise determines that the funds are available to do so and it is in the best interests of the beneficiary to do so.

D. Mandatory Distributions Suspended. If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and

all withdrawal rights from the trust estate with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until:

1. in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and

2. in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

E. Discretionary Distributions. While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion (other than an Interested Trustee); however, any provisions of the trust providing for distributions for the beneficiary's health, education, maintenance or support shall not apply during the period in which mandatory distributions are suspended.

F. Resumption of Mandatory Distributions and Withdrawals. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended shall be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. In addition, any provisions of the trust providing for distributions for the beneficiary's health, education, maintenance or support shall resume their application. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the alternate beneficiaries of the beneficiary's share as provided herein.

G. Other Prohibitions During Mandatory Suspension of Benefits. If mandatory distributions to a beneficiary are suspended as provided above in this Article, then as of such suspension, the beneficiary shall automatically be disqualified from serving, and if applicable shall immediately cease serving, as a Trustee, Trust Protector, or in any other capacity in which the beneficiary would serve as, or participate in the removal or appointment of, any Trustee or Trust Protector hereunder.

H. Exoneration Provision. It is not my intention to make the Trustee (or any psychiatrist or other medical doctor retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any psychiatrist or other medical doctor retained by the Trustee) will be indemnified from the trust estate for any liability in exercising the Trustee's judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

I. Tax Savings Provisions. Notwithstanding the provisions of the preceding paragraphs of this Article or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Additionally, nothing herein shall prevent or suspend any distribution of Retirement Benefits mandated by the provisions of any trust created hereunder to which Retirement Benefits are payable. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration for Trusts.

ARTICLE XVI Retirement Benefits

The following provisions concern Retirement Benefits payable or distributable to the Trustee under this Agreement (whether directly or through my estate) by reason of my death. As used in this Agreement, the term “Retirement Benefits” (of whatever type) includes any trust, contract, plan, benefit, account, annuity, or bond which arises out of an employer-employee relationship (or in the case of a self-employed person, is deemed or treated as if arising out of an employer-employee relationship), whether non-qualified, qualified under Code Sec. 401, an individual retirement arrangement under Code Sec. 408 or 408A, a tax-sheltered annuity under Code Sec. 403 or any other benefit subject to the distribution rules of Code Sec. 401(a)(9), as well as deferred compensation under any employment, consulting, or director’s contract and other benefits normally considered as employee benefits. As used in this Agreement, the term “Retirement Plan” shall mean any plan or agreement under which Retirement Benefits are payable.

I intend that the provisions of this Article shall apply to my interest in any Retirement Benefits payable to the Trustee by reason of a beneficiary designation or otherwise. To the extent that the provisions of this Article conflict with any expressly contrary provisions contained in any beneficiary designation, Retirement Plan contract or agreement, or other controlling document relating to my interest in any Retirement Benefits, the provisions of such beneficiary designation, Retirement Plan contract or agreement, or other controlling document shall supersede the provisions of this Article. The provisions of this Article directing the allocation or disposition of Retirement Benefits shall relate to any Retirement Benefits payable to the Trustee only to the extent that such Retirement Benefits are not otherwise allocated or directed to be held by the Trustee of one or more particular trusts under this Agreement, by beneficiary designation or otherwise. The provisions of this Article relating to Retirement Benefits held by the Trustee of any particular trust under this Agreement shall apply to any Retirement Benefits payable to the Trustee of such trust, whether by reason of a beneficiary designation, the provisions of this Article, or otherwise.

A. Disposition of Participant's Interest. The Retirement Benefits shall be disposed of in the same manner as my Residuary Trust Fund under this Agreement.

B. Selection of "Payout Schedule." The Trustee may exercise any right to determine the manner and timing of payment of Retirement Benefits that is available to the recipient of the benefits, but the Trustee must exercise such rights in a manner consistent with the Federal income tax rules governing required minimum distributions under Code Sec. 401(a)(9) to avoid any excise tax under Code Sec. 4974(a) or any other tax or penalty as shall apply for failure to take distributions from the Retirement Plan (referred to herein as a "penalty"). However, if any Retirement Benefit is payable to my Wife or to any Marital Trust (whether pursuant to a separate beneficiary designation or pursuant to this Article) hereunder, my Wife shall have the right in her individual capacity and in her sole and absolute discretion, exercisable in all events, to withdraw from the plan, trust or account from which the benefits are payable, all the income of the plan, trust or account annually or at more frequent intervals. To accomplish the foregoing whenever any such Retirement Benefit is payable to any Marital Trust hereunder, and with specific intent to qualify for the "marital deduction" under Code Sec. 2056, I provide the following:

1. My Wife shall have the power, exercisable annually, to compel the Trustee to withdraw from the plan, trust or account an amount equal to all the income of that plan, trust or account for the year and to distribute that income to my Wife. If my Wife exercises such power, the Trustee is obligated to withdraw the greater of all of the income of the plan, trust or account or the annual required minimum distribution amount under Code Sec. 408(a)(6), if any, and distribute currently to my Wife at least the income of that plan, trust or account. If my Wife does not exercise such power to compel a withdrawal from the plan, trust or account for a particular year, the Trustee shall only be required to withdraw from the plan, trust or account only the required minimum distribution amount under Code Sec. 408(a)(6) for that year, if any, as provided elsewhere in this Article. To the extent that distributions are made to the Trustee of a Marital Trust hereunder other than by reason of my Wife's exercise of her right to demand income of the plan, trust or account, as set forth above, such receipts shall be treated as a distribution of income from that plan, trust or account to the extent that such plan, trust or account has not otherwise distributed all of its income.

2. For this purpose, "income" means income as defined in Code Sec. 643(b) determined as if the plan, trust or account were a separate trust under this Agreement. This right of my Wife shall take precedence over the right of the Trustee of any Marital Trust to such income and any exercise of the right shall take precedence over any different payout selected by the Trustee of any Marital Trust. I direct the Trustee of any Marital Trust to take any steps necessary to enable my Wife to exercise this right effectively. Further, the income of the plan, trust or account and the income of the trust (excluding the plan, trust or account) shall be determined separately and without taking into account that the plan, trust or account distribution is made to the trust. Additionally, the portion of the plan, trust, or account distribution to the

Marital Trust that is allocated to trust income is disregarded in determining the amount of trust income that must be distributed to my Wife under the terms of the Marital Trust.

3. The power granted to my Wife elsewhere herein to direct the Trustee of a Marital Trust to make any unproductive assets productive of income or to convert any unproductive assets to property that produces income, within a reasonable time, notwithstanding any provision of this Agreement or any applicable law otherwise authorizing the Trustee to retain unproductive property shall expressly be applicable to the plan, trust or account as well.

C. Designated Beneficiary Status and Accumulation of Retirement Benefits in Marital Trust. If my Wife survives me, then subject to the right of my Wife to withdraw all income as provided in the immediately preceding paragraph (including, without limitation, my Wife's power to direct the Trustee to withdraw all of the income from a Retirement Plan), the following provisions shall be applicable with respect to all of my interest in any Retirement Plan from which Retirement Benefits (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an "employee" before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustee of any Marital Trust hereunder (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of my death, the Trustee of that Marital Trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustee deems advisable in the Trustee's sole discretion. All amounts so withdrawn or which are otherwise paid or payable to the Trustee of that Marital Trust, along with all income (which must be distributed as provided above) with respect thereto and all changes, increases and decreases thereof, net of expenses (collectively the Marital Trust Designated Beneficiary Portion), shall be accounted for by Trustee, and shall be subject to the distribution and other provisions with respect to the Marital Trust (including the provisions relating to distribution of income to my Wife), both during my Wife's life and at and after my Wife's death, provided that, notwithstanding anything to the contrary, none of the Marital Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of the Marital Trust, the terms of any trust to which Marital Trust property passes following my Wife's death, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than an individual (for purposes of illustration and without limitation, none of the Marital Trust Designated Beneficiary Portion shall ever be distributed to any charitable organization contributions to which are deductible for Federal income, estate and gift tax purposes, or to a trust of which such a charitable organization is a beneficiary). The intent of these provisions is to allow the Retirement Plan to be distributed to the Trustee over the longest period permitted for a designated beneficiary or an eligible

designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder, including over the life expectancy of my Wife, if my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii), rather than being subject to the default payout rule applicable to beneficiaries who are not designated beneficiaries under Code Sec. 401(a)(9) and the Regulations thereunder. In order to satisfy that intent, if my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death, in the event that it is necessary to consider potential beneficiaries of the Marital Trust Designated Beneficiary Portion following the death of my Wife in determining the longest period permitted for distribution of the Marital Trust Designated Beneficiary Portion under Code Sec. 401(a)(9) and the Regulations thereunder (other than for purposes of determining that all potential beneficiaries are individuals), the following shall apply: in addition to the limitation on distributions set forth above, none of the Marital Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of the Marital Trust, the terms of any trust to which Marital Trust property passes following the death of my Wife, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than (a) an individual born at the same time or after my Wife, or (b) a descendant of mine. For purposes of determining the distribution of the Marital Trust Designated Beneficiary Portion in accordance with this paragraph, any entity excluded from distribution of the Marital Trust Designated Beneficiary Portion, shall be deemed to no longer be in existence at my death and any individual excluded from distribution of the Marital Trust Designated Beneficiary Portion shall be deemed to have predeceased me.

2. The following definitions shall apply in administering these provisions relating to that Marital Trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid the penalty, the Trustee may, in the Trustee’s sole discretion, refrain from withdrawing any amount from the Retirement Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. If my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), the Applicable Distribution Period means the life expectancy of my Wife. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is my intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under

Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Agreement shall apply

4. Notwithstanding the foregoing, if my death occurred on or after my “required beginning date” with respect to such benefit, the Required Minimum Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to such benefit during such year, minus (b) amounts actually distributed to me with respect to such benefit during such year. Life expectancy, and the meaning of “required beginning date” and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

D. Designated Beneficiary Status and Accumulation of Retirement Benefits in Descendants’ Separate Trusts. The following provisions shall be applicable to each Descendant’s Separate Trust held hereunder with respect to all my interest in any Retirement Plan from which Retirement Benefits (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an “employee” before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustee of that Descendant’s Separate Trust (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of my death, the Trustee of such trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustee deems advisable in its sole discretion. All amounts so withdrawn or which are otherwise paid or payable to the Trustee of that Descendant’s Separate Trust, along with all income with respect thereto and all changes, increases and decreases thereof (collectively the “Descendant’s Separate Trust Designated Beneficiary Portion”), shall be accounted for by the Trustee, and shall be subject to the distribution and other provisions with respect to that Descendant’s Separate Trust, both during the Beneficiary’s lifetime and at the Beneficiary’s death, provided that, notwithstanding anything to the contrary, (a) if the Beneficiary is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), none of the Beneficiary’s Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant’s Separate Trust or any other provision (whether under this Agreement or under applicable law of intestacy or otherwise), to anyone other than the Beneficiary, during the Beneficiary’s life, and (b) none of such Descendant’s Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant’s Separate Trust, the terms of any trust to which property of that Descendant’s Separate Trust passes following the death of any descendant of mine, the exercise of any power of appointment, or any other provision (whether

under this Agreement or under applicable law of intestacy or otherwise), to anyone other than an individual (for purposes of illustration and without limitation, none of the Descendant's Separate Trust Designated Beneficiary Portion shall ever be distributed to any charitable organization contributions to which are deductible for Federal income, estate and gift tax purposes, or to a trust of which such a charitable organization is a beneficiary). The intent of these provisions is to allow the Retirement Plan to be distributed to the Trustee over the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder without a penalty, including over the life expectancy of the Beneficiary if the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), rather than being subject to the default payout rule applicable to beneficiaries who are not designated beneficiaries under Code Sec. 401(a)(9) and the Regulations thereunder. In order to satisfy that intent, if the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death, in the event that it is necessary to consider potential beneficiaries of the Descendant's Separate Trust Designated Beneficiary Portion following the death of the Beneficiary in determining the longest period permitted for distribution of the Descendant's Separate Trust Designated Beneficiary Portion under Code Sec. 401(a)(9) and the Regulations thereunder (other than for purposes of determining that all potential beneficiaries are individuals), the following shall apply: in addition to the limitation on distributions set forth above, none of the Descendant's Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant's Separate Trust, the terms of any trust to which Descendant's Separate Trust property passes following the Beneficiary's death, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than (a) an individual born at the same time or after the Beneficiary, or (b) a descendant of mine. For purposes of determining the distribution of the Descendant's Separate Trust Designated Beneficiary Portion in accordance with this paragraph, any entity excluded from distribution of the Descendant's Separate Trust Designated Beneficiary Portion, shall be deemed to no longer be in existence at my death and any individual excluded from distribution of the Descendant's Separate Trust Designated Beneficiary Portion shall be deemed to have predeceased me.

2. The following definitions shall apply in administering these provisions relating to such trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid the penalty, the Trustee may, in the Trustee's sole discretion, refrain from withdrawing any amount from the Retirement Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. If the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by

the Code or Regulations), the Applicable Distribution Period means the life expectancy of the Beneficiary. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is my intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be interpreted as void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Agreement shall apply.

4. Notwithstanding the foregoing, if my death occurred on or after my “required beginning date” with respect to such benefit, the Required Minimum Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to such benefit during such year, minus (b) amounts actually distributed to me with respect to such benefit during such year. Life expectancy, and the meaning of “required beginning date” and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

E. Special Direction Regarding Retirement Benefits Payable to Marital Trust. Any Retirement Benefits otherwise payable to the Trustee of any Marital Trust under this Agreement (either directly or by reason of the provisions of this Article) shall be subject to the provision of this Agreement entitled “Reallocation of Assets Based on QTIP Election” and shall be disposed of in accordance with the terms of such provision, to the extent applicable.

F. Exclusion of Retirement Benefits from Creditors. Anything to the contrary in this Agreement notwithstanding, any Retirement Benefits payable to the Trustee under this Agreement shall, however, never be or become part of my probate or testamentary estate hereunder, and nothing in this Agreement shall be deemed to subject those proceeds to payment of my debts or expenses.

ARTICLE XVII

Life Insurance

The following provisions concern proceeds of life insurance that become payable or distributable to the Trustee under this Agreement (whether directly or through my estate) by reason of my death:

A. Disposition of Insured’s Interests. Life insurance proceeds on my life shall be disposed of in the same manner as my Residuary Trust Fund under this Agreement.

These provisions are subject to the following exemptions from creditors and special directions concerning benefits payable to any Marital Trust.

B. Exclusion of Proceeds from Creditors. Anything to the contrary in this Agreement notwithstanding, any proceeds of life insurance payable to the Trustee under this Agreement shall, however, never be or become part of my probate or testamentary estate, and nothing in this Agreement shall be deemed to subject those proceeds to payment of my debts or expenses.

C. Special Direction Regarding Benefits Payable to Marital Trust. Any proceeds of life insurance otherwise payable to the Trustee of any Marital Trust under this Agreement (either directly or by reason of the provisions of this Article) shall be subject to the provision of this Agreement entitled “Reallocation of Assets Based on QTIP Election” and shall be disposed of in accordance with the terms of such provision, to the extent applicable

ARTICLE XVIII Payment of Death Taxes

A. All Apportioned Except Preresiduary Gifts. All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Sec. 2031(c)(5)(C) or 2032A(c), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) that result from my death and that are imposed by any domestic or foreign taxing authority as a result of my death, but only to the extent imposed upon property passing under my Will or this Agreement, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of my Residuary Trust Fund as an administration expense. Such taxes on property not passing under this Agreement or my Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Internal Revenue Code and any provisions of other applicable law apportioning such taxes.

B. Modifications. However, the following clarifications and/or modifications of the general rule set forth in the preceding paragraph shall apply:

1. All taxes generated by my Residuary Trust Fund shall be apportioned within my Residuary Trust Fund to the share or shares generating the tax, but shall not be apportioned between current and future interests, such as a life estate and remainder, even if one and not the other is taxable.

2. The tax on any QTIP property included in my gross estate under Code Sec. 2044 shall be apportioned and paid in the manner provided in Code Sec. 2207A. If not already provided by applicable law, to the extent that I have the power to do so, I direct that state and foreign taxes shall be apportioned to and paid from the property at the marginal rate in the same way Federal tax is payable, so that QTIP property shall contribute all the additional tax

at the marginal rate caused by its inclusion. I further direct that any provision of my Wife's Will or other governing instrument which provides which portion of a trust, or which of two or more trusts, of QTIP property should pay taxes shall be followed and the Trustee shall pursue any right of reimbursement against such trusts only in a manner consistent with that provision.

3. To the extent any interests in properties pass to a trust that could qualify for the Federal estate tax marital deduction by an election by my Personal Representative under Code Sec. 2056(b)(7) (or would have passed to the Trustee of the Marital Trust hereunder if the election for the interests to qualify for the Federal estate tax marital deduction under Code Sec. 2056(b)(7) had been made with respect to such interest) and are not allowed as a Federal estate tax marital deduction, taxes shall be borne by those interests in properties not allowed as a Federal estate tax marital deduction to the extent the taxes thereon exceed what those taxes would have been if the value of those interests in properties for Federal estate tax purposes had been allowed as a Federal estate tax marital deduction.

4. If I have a general power of appointment over any property which is included in my gross estate under Code Sec. 2041, I do not otherwise exercise the power, and the general power is exercisable by this Agreement, then I hereby exercise the power and appoint to the Trustee an amount equal to the additional tax at the marginal rate caused by the inclusion of the property subject to the power in my gross estate (and not just its proportionate share of tax at the average rate). If any power is not exercisable in this manner, then I direct that the additional tax at the marginal rate caused by the inclusion of the property subject to the power in my gross estate (and not just its proportionate share of tax at the average rate) be apportioned to the property subject to the power. If any power is not exercisable in the manner described above and the direction to apportion the tax to the property subject to the power is not effective under applicable law, then the tax on the property subject to the power shall be apportioned and paid in the manner provided by the Internal Revenue Code and applicable law. However, this shall not apply to taxes on property included in my gross estate solely because I had a withdrawal right over a fractional share or pecuniary portion of the property, limited to the amount set forth in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000)) or the percentage set forth in Code Sec. 2514(e)(2) (currently, Five Percent (5%)), which shall be paid out of my Residuary Trust Fund as an administration expense, without apportionment, and before any determination of my Residuary Trust Fund or of any shares or interests therein.

5. Taxes on Retirement Benefits shall be paid out of my Residuary Trust Fund as an administration expense without apportionment and with no right of reimbursement from the recipient or recipients of these benefits and before any determination of my Residuary Trust Fund or of any shares or interests therein.

6. Any generation-skipping transfer tax (other than a tax on a direct skip of property passing as part of the Trust Fund and disposed of under this Agreement prior to the disposition of my Residuary Trust Fund) shall be charged to the property constituting the transfer in the manner provided by Code Sec. 2603(b).

7. Taxes imposed under Code Sec. 2701(d) shall be apportioned and paid as an additional estate or gift tax as provided in Chapter 14 of the Code.

C. Specific Reference to Code Sections. I hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036) and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the Code) and to corresponding provisions of state law, and I direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

D. Apportionment Prevails Over Abatement. If payment of taxes from my Residuary Trust Fund in accordance with the foregoing exhausts the share or shares of my Residuary Trust Fund that generate the tax, the balance of tax due shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

ARTICLE XIX Trust Protector

A. Trust Protector Appointment.

1. The “Trust Protector” of each trust under this Agreement shall be _____.

2. A Trust Protector who is appointed in this Article shall serve as Trust Protector of each trust under this Agreement except where this Article or some other provision of this Agreement specifically provides otherwise, and the provisions that relate to the Trust Protector shall be separately applicable to each trust under this Agreement.

3. No trust is required to have a Trust Protector acting with respect to that trust.

4. All trusts need not have or continue to have the same Trust Protector.

B. Successor Trust Protectors.

1. Any Trust Protector may resign at any time without court approval and whether or not a successor has been appointed by providing prior written notice of such resignation to the Trustee.

2. The Trust Protector may appoint one or more individuals or corporations with fiduciary powers to be successor Trust Protector to take office upon the death, resignation or incapacity of the Trust Protector. Any appointment shall be in an acknowledged writing, may be made to become effective at any time or upon any event, and may be single or

successive, all as specified in the instrument of appointment. Any appointment may be changed or revoked until it takes effect. In the event that two or more instruments of appointment (or revocation) by the same Trust Protector exist and are inconsistent, the latest by date shall control.

3. If the office of Trust Protector is vacant and no successor takes office pursuant to any other provision of this Agreement, one or more individuals or corporations with fiduciary powers may be appointed as Trust Protector by my Wife if then living and competent, otherwise by a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of such trust.

4. The following persons may not be appointed as Trust Protector: (i) any person who is a beneficiary of a trust hereunder, (ii) the spouse or former spouse of a beneficiary of a trust hereunder, and (iii) any person who is related or subordinate within the meaning of Code Sec. 672(c) to either of the foregoing.

C. General Provisions Regarding Trust Protector.

1. If two Trust Protectors are eligible to act on a given matter, they shall act by unanimity, and if more than two Trust Protectors are eligible to act on a given matter, they shall act by majority.

2. No discretionary distribution shall be made from any trust that would discharge or substitute for a legal obligation of any person serving as Trust Protector even if such a distribution would otherwise be authorized under the terms of the trust.

3. Trust Protectors shall not be entitled to compensation merely by holding the office of Trust Protector; however, Trust Protectors shall receive reasonable compensation for services rendered to a trust hereunder in accordance with the law of the State of Florida in effect at the time of payment, unless the Trust Protector waives compensation. Trust Protectors shall be compensated by agreement with the Trustee or, in the absence of such agreement, by agreement with a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of the trust created hereunder for which the Trust Protector is then serving, provided that such compensation shall not exceed the amount allowable by law at the time compensation becomes payable. In addition, the Trust Protector shall be reimbursed for any reasonable expense incurred in performing the duties of Trust Protector.

D. Trust Protector Authority.

1. The Trust Protector shall have the right to remove any Trustee (other than me, my Wife or a descendant of mine) of a trust under this Agreement. If a Trustee is removed by the Trust Protector, any successor Trustee appointed by the removed Trustee shall not take office. The Trust Protector shall also have the right to appoint an individual or

corporation with fiduciary powers to replace the removed Trustee or whenever the office of Trustee of a trust becomes vacant.

2. An individual or corporation that is related or subordinate within the meaning of Code Sec. 672(c), either (1) to the Trust Protector, (2) to me when I am alive and the Trust Protector is related or subordinate to me, or (3) to the Trust Protector when the Trust Protector is an Interested Trustee or would be an Interested Trustee if the Trust Protector were serving as Trustee shall not be appointed as Trustee. If more than one person is serving as Trust Protector, the preceding sentence shall prohibit the appointment of any Trustee that could not be appointed by each such person if serving alone as Trust Protector.

3. The Trust Protector's authority shall be exercisable only in a fiduciary capacity; however, the Trust Protector shall be under no fiduciary duty or requirement to monitor any Trustee, and shall be under no fiduciary duty or requirement to exercise the authority granted hereunder. Furthermore, the Trust Protector shall have no duty to keep informed as to the acts or omissions of any Trustee or to take any action to prevent or minimize loss. The Trust Protector is exonerated from any and all liability for the acts or omissions of any Trustee or beneficiary hereunder of which the Trust Protector is unaware. Except for any matter involving the Trust Protector's bad faith, willful misconduct or reckless indifference to the purposes of the trust or the interests of the beneficiaries proved by clear and convincing evidence, no Trust Protector shall incur any liability by reason of any error in judgment, mistake of law, or action of any kind taken or omitted to be taken hereunder.

4. Any exercise or non-exercise of the authority granted to the Trust Protector shall be in the sole and absolute discretion of the Trust Protector, and shall be binding and conclusive on all persons.

5. The Trust Protector may release the Trust Protector's power to remove a particular Trustee and such release may be limited to the releasing Trust Protector or made binding upon any successor Trust Protector.

ARTICLE XX

Trustees

A. Appointment of Trustee.

1. I appoint myself, JOHN A. DOE, to serve as Trustee hereunder.

2. I appoint my Wife, JANE B. DOE, to serve as Trustee hereunder if and when I cease to qualify or serve as Trustee.

3. I appoint my son, JEFFREY C. DOE, to serve as Trustee hereunder if and when all other Trustees previously appointed fail or cease to qualify or serve as Trustee.

4. Notwithstanding any provision of this Paragraph A to the contrary, a descendant of mine who is the Beneficiary of a Descendant's Separate Trust under this Agreement shall have the right at any time after he or she attains thirty (30) years of age to serve as Co-Trustee of his or her own Descendant's Separate Trust. The Beneficiary shall exercise this right by giving written notice to the Trustee or Trustees then serving.

B. Co-Trustees. A Co-Trustee may be appointed by a then serving Trustee (the "appointing Trustee") at any time, regardless of how many Trustees are serving, provided that all other Trustees who may then be serving consent to such appointment. A Co-Trustee so appointed hereunder shall serve while the appointing Trustee serves, and shall continue to serve if the appointing Trustee ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve. Any appointment of a Co-Trustee hereunder shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

C. Successor Trustees. If a specific successor Trustee is named to succeed a particular Trustee named in this Article, such specific successor Trustee shall serve as successor as appointed above. In all other cases, a Trustee (the "appointing Trustee") may appoint successor Trustees in accordance with this paragraph:

1. Any individual Trustee serving at any time may appoint a successor Trustee to serve when the appointing Trustee ceases to serve as Trustee.

2. If an appointing Trustee names a successor Trustee, and if I have also named or provided for the appointment of one or more successor Trustees herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Trustee shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

D. Removal of Corporate Trustees. The Trust Protector serving at any time, or if there is no Trust Protector serving, the individual Trustee serving at any time, or if there is no individual Trustee serving, a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from a trust hereunder shall have the right to remove, for any reason or no reason at all, and replace a corporate Trustee hereunder, whether that Trustee is currently serving or has been named or designated to serve in the future, with a corporation or other entity with fiduciary powers.

E. Filling Trustee Vacancies. If there is neither an effectual appointment of a successor Trustee nor any effectual provision otherwise hereunder for the appointment of a successor Trustee, the Trust Protector then serving, or if there is no Trust Protector serving, a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from a trust hereunder shall have the right to appoint an

individual, corporation or other entity with fiduciary powers whenever the office of Trustee becomes vacant.

F. Compensation of Trustees. An individual Trustee shall receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or, if there is no individual Trustee serving, by agreement with a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from the trust of which the corporate Trustee is serving. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

ARTICLE XXI Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. In the event that the sole Trustee of a trust is a beneficiary of the trust, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee as provided herein. A beneficiary's interest shall not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole Trustee. If this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.

2. Separate trusts hereunder may have different Trustees.

3. A Trustee may be appointed pursuant to this Article for a limited purpose or time or to hold only specified powers.

4. To the extent not prohibited by applicable law, any Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Trustee complies with any applicable state law governing the resignation of the Trustee that may not be waived by a governing instrument.

5. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee. A successor Trustee may accept the account rendered and the property delivered to the successor Trustee by or on behalf of the predecessor Trustee as a full and complete discharge of the predecessor Trustee without incurring any liability or responsibility for so doing. The successor Trustee shall be indemnified out of trust property for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Trustee occurring before the date the trust property was received by the successor Trustee.

6. No individual fiduciary hereunder shall participate in any decision with respect to any tax election or option, under Federal, state or local law that could enlarge,

diminish or shift his or her beneficial interest hereunder from or to the beneficial interest hereunder of another person. Any such tax election or option shall be made only by a fiduciary or fiduciaries that do not have a beneficial interest hereunder or whose beneficial interest could not be enlarged, diminished or shifted by the election or option. If the only fiduciary or fiduciaries who otherwise could exercise such tax election or option hold beneficial interests hereunder that could be so enlarged, diminished or shifted, another individual or a bank or trust company (but not an individual, bank or trust company that is related or subordinate within the meaning of Code Sec. 672(c) to any acting fiduciary hereunder) shall be appointed by the fiduciary or fiduciaries by an acknowledged instrument delivered to the person so appointed and the fiduciary so appointed shall alone exercise any such election or option.

7. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall deliver all records and trust property in the Trustee's possession with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee, or any other person entitled to the records or trust property within a reasonable amount of time after the Trustee ceases to act, and unless a Trustee is then acting with respect to such trust, the Trustee who ceases to act shall continue to have all of the duties of a Trustee and the powers necessary to protect the records and trust property until delivered as provided herein.

B. Accountings and Other Proceedings.

1. I direct that a trust hereunder be subject to independent administration with as little court supervision as the applicable state law allows. The Trustee shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. The Trustee shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustee shall determine. The Trustee shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of the trust. The Trustee shall not be required to register any trust hereunder except as required by law.

2. I direct that in any proceeding relating to a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. Authorization of Conflict of Interest. I have appointed the persons named in this Agreement as the Trustee hereunder, cognizant of the fact that they may also serve as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities which may

form a substantial part of my estate or any trust hereunder, and that their interests as Trustee hereunder may conflict with their individual interests as such general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities. Notwithstanding the foregoing, I wish these persons to serve as Trustee because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the partnerships, corporations or other business entities to manage and operate the partnerships, corporations or other business entities, including making decisions related to the sale of any real property held by any such partnership, corporation or other business entity and the reinvestment of the proceeds of sale in a new real estate project. In addition, I authorize any Trustee to act as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities, and to receive compensation for his, her or its services.

D. Fiduciary to Fiduciary Self-Dealing. Except to the extent a restraint on self-dealing may not be waived under applicable local law by a governing instrument, I authorize any Trustee acting hereunder, without court approval or notice, (i) to purchase or otherwise acquire assets from and (ii) to sell, transfer, exchange or loan any assets to any trust of which such Trustee is acting as a trustee and/or any estate of which such Trustee is acting as a Personal Representative in any manner, at any time or times, and upon such terms, credits and conditions as the Trustee may deem advisable notwithstanding that such participation otherwise may be an act of self-dealing under applicable state law.

E. Continuation of Trustee's Powers. Powers granted to the Trustee hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustee until property is actually distributed to a beneficiary. By way of illustration and not by way of limitation, the Trustee may invest and reinvest and take all investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

F. Additional General Provisions Regarding Fiduciaries.

1. Until the Trustee shall receive written notice of any event, including birth, marriage, divorce, performance of education requirements, death, or any other event which affects the administration or distribution of a trust, the Trustee shall not be liable for a loss resulting from the Trustee's lack of knowledge.

2. Under this Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may, but need not, have the same investments and may, but need not, follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

3. Except to the extent, if any, specifically provided otherwise in this Agreement, references to the Trustee shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustee and, if two Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Trustees are eligible to act on a given matter, they shall act by majority. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments). In the exercise of discretion over distributions, if this Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, then the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

4. The Trustee shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of the trusts under this Agreement or in furtherance of his or her fiduciary duties and obligations.

5. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or any beneficiary.

6. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of a trust hereunder may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Trustee or such a firm.

7. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation. The Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct, may make short sales of any type, and may engage in any other type of financial investment or arrangement even if not specifically described herein and even if not currently used in markets at the time of execution of this Agreement. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment. The Trustee may, but need not, favor retention of assets originally owned by me. The Trustee shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. The Trustee may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Agreement.

8. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay fees for such services to such Trustee or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Trustee to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as a Trustee and the professional services rendered, except as specifically limited by law.

9. No state law restraint on acts of self-dealing by a fiduciary shall apply to my Wife or a descendant of mine, if acting as a Trustee hereunder, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Agreement, such Trustee may enter into transactions on behalf of a trust hereunder in which that Trustee is personally interested so long as the terms of such transaction are fair to the trust. For example, such Trustee may purchase property from the trust at its then fair market value without court approval.

10. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith, with reckless indifference to the purposes of the trust or the interests of the beneficiaries, or in violation of specific provisions of this Agreement. If I have set forth general guidelines (as opposed to directions or dollar limits) for the Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance or support (including support in an accustomed manner of living), as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith; except that if I have provided that the Trustee "may" (as opposed to "shall") distribute income or principal pursuant to such an ascertainable standard, the Trustee's exercise of discretion to make distributions pursuant to that ascertainable standard shall be absolute and uncontrolled and shall not create an enforceable right whereby a distribution could be compelled, it being my intent to limit the Trustee's discretion by an ascertainable standard, not require the Trustee to make distributions pursuant to that ascertainable standard. An Interested Trustee who is otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the trust property to be subject to the claims of the creditors of such Interested Trustee.

11. Notwithstanding any other provision of this Agreement, each Trustee (other than me) is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Agreement, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance or support in his or her accustomed manner of living, as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), shall consider all resources reasonably available to himself or herself. Subject to that, in exercising discretion over distributions, the Trustee may consider or disregard other resources available to any beneficiary.

12. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

13. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

14. Unless I have specifically provided otherwise, and subject to any ascertainable standard governing its exercise for Federal tax purposes under Code Sec. 2041(b), the Trustee's discretionary power to distribute income or principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others, whether or not the terms of the trust specifically mention that possibility.

G. Waiver of Bond. No Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE XXII

Governing Law and Trustee Powers

The interpretation and operation of the trust shall be governed by the laws of the State of Florida. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to the trust. The Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. The powers of the Trustee shall include the following:

A. Deceased Spousal Unused Exclusion Amount Election. If there is no Personal Representative appointed for my estate, I direct that the Trustee do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable Federal estate tax law. My

Wife shall have no obligation to make any payment to the Trust or to any other beneficiaries of the Trust in order for the Trustee to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions hereunder because this election was made.

B. Special Trustee Liability Provision. Some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of any other Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, provided the Trustee agrees to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph.

C. Allocate Receipts and Disbursements. The Trustee (excluding, however, any Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as the Trustee (excluding, however, any Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law.

D. Grant Conservation Easement. The Trustee may grant a conservation easement described in Code Sec. 2031(c) over any real property passing under this Agreement and without the consent or joinder of any devisee of such real property or of any court or other judicial office.

E. Oil and Gas. The Trustee may, with respect to rights or interests in oil, natural gas, minerals and other natural resources (together with related equipment), including oil and gas royalties and leases, whether owned in fee, as lessee, lessor, licensee, concessionaire or otherwise, or alone or jointly as partner, joint tenant, joint venturer or in any other non-corporate manner: (i) drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any such rights or interests; (ii) enter into operation, farm-out, pooling or unitization agreements in connection with any or all of such rights and interests; and (iii) extract, remove, process, convert, retain, store, sell or exchange such rights and interests and the production therefrom, all in any manner, to any extent, on any terms and for any consideration.

F. Amortize Securities Premiums. The Trustee (excluding, however, any Interested Trustee) may amortize, in whole or in part, the premium on securities received or purchased at a premium, or treat as income the gross return from such securities. I anticipate (but I do not direct) that the Trustee will consider amortization when failure to amortize would result in a substantial impairment of principal.

G. Qualification of Eligible Property. If there is no Personal Representative appointed for my estate, the Trustee (excluding any Interested Trustee) may determine whether and to what extent to elect to qualify any eligible property for the Federal or state marital deduction, and such election, if made, shall have the same effect as if it had been made by my Personal Representative for purposes of this Agreement. No Interested Trustee may participate in the decision to make or refrain from making any such election. I recognize that an Interested Trustee may be required to sign the Federal and/or state estate (or other death) tax returns with respect to my estate, but such signature shall not be deemed to constitute the participation by that Interested Trustee in the making or refraining from making of this election. No Trustee shall have any liability to any person on account of having made or having refrained from making this election in good faith.

H. Negating Power of Appointment for Interested Trustee as Beneficiary. Notwithstanding any other provision of this Agreement, no Interested Trustee who is a beneficiary of any trust created hereunder shall ever participate as Trustee of that trust in (i) the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications, uses or accumulations of income or principal by the Trustee to or for any beneficiary other than pursuant to an ascertainable standard, if any, expressly set forth and authorized in this Agreement, or (ii) the exercise of any general power of appointment described in Code Sec. 2041 or 2514 (but this shall not apply to a general power of appointment, if any, granted in a non-fiduciary capacity). If any Trustee is under a duty to support a beneficiary or is acting as a guardian, conservator, or similar fiduciary of any person who is a beneficiary, such Trustee shall not participate in the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications or uses of trust property in discharge of any obligation of support. No Trustee shall participate in the exercise of any discretion (including, but without limitation, any discretion which would constitute an "incident of ownership" within the meaning of Code Sec. 2042(2)) with respect to any insurance policy on his or her life held hereunder. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall have any power of appointment over or power to direct the beneficial enjoyment of the fractional share of any trust hereunder consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard. The limitations in this paragraph shall not apply to me if I am serving as Trustee. For purposes of this paragraph, I shall be considered the only beneficiary of the trust during my lifetime.

I. Security Interests. The Trustee may grant security interests and execute all instruments creating such interests upon such terms as the Trustee may deem advisable.

J. Tax Elections and Allocations. The Trustee may make all tax elections and allocations the Trustee may consider appropriate, including any election to treat this revocable trust as part of my estate for income tax purposes, even though a Trustee may have an interest affected by the election, except where a Trustee is prohibited from participating in the election by another provision of this Agreement; provided, however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

K. Determinations About Property. The Trustee may determine what property is covered by general descriptions contained in this Agreement.

L. Investment Responsibility. The Trustee may retain any property originally owned by me and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including, without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which a Trustee is a partner) and other forms of joint investment (which may but need not be managed by, advised by or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by the Trustee.

M. Compromise Claims or Debts. The Trustee may compromise claims or debts and abandon or demolish any property which the Trustee shall determine to be of little or no value.

N. Borrowings. The Trustee may borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds borrowed, including the establishment of a margin account. In addition, I, while acting as Trustee, and any Disinterested Trustee may guarantee any loan made to a beneficiary of any trust hereunder, and may issue indemnifications as reasonably necessary and pledge trust assets as security for any such loan, guarantee or indemnification. No Trustee shall be personally liable for any such loan, guarantee or indemnification, and such loan, guarantee or indemnification shall be payable only out of assets of the trust.

O. Sale or Exchange of Property. The Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. The Trustee may give such warranties or indemnifications as the Trustee may deem advisable.

P. Participation in Mergers and Reorganizations. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders and delegate discretionary powers (including investment powers) in entering into the arrangement.

Q. Allocate Gain to Income or Principal. The Trustee (other than any Interested Trustee) may allocate within the meaning of Reg. §1.643(a)-3(b) to income or to principal, or partly to income and partly to principal, all or part of the realized gains from the sale or exchange of trust assets; provided, however, that, if income is defined under an applicable state statute as a unitrust amount and the trust is being administered pursuant to such statute, the allocation of gains to income must be exercised consistently and the amount so allocated may not be greater than the excess of the unitrust amount over the amount of distributable net income determined without regard to Reg. §1.643(a)-3(b).

R. Character of Unitrust Amount Paid. The Trustee (other than any Interested Trustee) may, within the meaning of Reg. §1.643(a)-3(e), specify the tax character of any unitrust amount paid hereunder. The Trustee (other than any Interested Trustee) may take any action that may be necessary in order for such specification to be respected for tax purposes.

S. Distributions as Paid from Capital Gains. The Trustee (other than any Interested Trustee) may deem, within the meaning of Reg. §1.643(a)-3(e), any discretionary distribution of principal as being paid from capital gains realized during the year. The Trustee (other than any Interested Trustee) may take any action that may be necessary in order for such deeming to be respected for tax purposes.

T. Distributions in Cash or Kind. The Trustee may, without the consent of any beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the beneficiaries (including any trust) in such proportions, not necessarily pro rata, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share. The decision of the Trustee in dividing any portion of the Trust Fund between or among multiple beneficiaries shall be binding on all persons.

U. Application of Property. The Trustee may apply to the use or for the benefit of any individual, any property whether principal or income, that otherwise would or could be distributed directly to such individual.

V. Improvements to Property. The Trustee may, with respect to any real property: (i) partition, subdivide or improve such property and enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which a trust hereunder has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.

W. Acquisition and Maintenance of Real Property. The Trustee may acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any one or more of the beneficiaries of any trust whenever that action is consistent with the terms of that trust, and, if the Trustee shall determine that it would be in the best interests of the beneficiaries of that trust (and consistent with the terms of that trust) to maintain a residence for their use but that the residence owned by that trust should not be used for such purposes, the Trustee may sell said residence and apply the net proceeds of sale to the purchase of such other residence or make such other arrangements as the Trustee shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of that trust and thereafter held, administered and disposed of as a part thereof. The Trustee may pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including independent contractors) and other expenses incident to the running of a household for the benefit of the beneficiaries of that trust. Without limiting the foregoing, the Trustee may permit any income beneficiary of any trust created hereunder to occupy any real property or use any personal property forming a part of that trust on such terms as the Trustee may determine, whether rent free or in consideration of payment of taxes, insurance, maintenance and ordinary repairs or otherwise. In the case of any trust created under this Agreement that qualifies for the marital deduction, such occupancy shall be rent free and any other condition shall be consistent with the intention that my Wife have that degree of beneficial enjoyment of the trust property during life which the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust, so that my Wife's interest is a qualifying income interest for life for purposes of the marital deduction.

X. Acquisition and Maintenance of Personal Property. The Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of income, and without any duty to convert such property to productive property, subject, however, to any right of my Wife to demand that any property held in a trust for her be made productive and pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee deems suitable for the purpose.

Y. Digital Assets and Accounts. The Trustee may take any action with respect to any Digital Assets, Digital Accounts, and Digital Devices held as part of any trust hereunder (whether by explicit transfer or by general assignment), or which are, or were, owned or lawfully used by me in connection with any asset held as part of any such trust, as the Trustee shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or

terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which is, or was, owned or lawfully used by me, individually or jointly, and (c) the authority to change a username and password used by me to gain access to such accounts and information. I expressly authorize the disclosure to the Trustee of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of electronic communications sent or received by me, and (b) all content of electronic communication sent or received by me. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my “lawful consent” for the Trustee to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may require such consent or authorization. The authority granted under this paragraph is intended to provide the Trustee with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, or associated with or used in connection with the Business (as defined in the Article herein entitled “The Closely-Held Business”), to the extent permitted under Section 740.003 of the Florida Statutes.

Z. Hold Trusts as Combined Fund. The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

AA. Consolidation of Trusts. After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may consolidate any trust with another trust if the consolidation will not impair the rights of any beneficiary or adversely affect the achievement of the purposes of the trust and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came. Without in any way limiting the discretion of the Trustee granted by this paragraph, I envision that the Trustee will not elect to consolidate two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

BB. Division of Trusts. After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable the GST Exemption to be allocated separately to one of the trusts, to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them or otherwise to make possible a separate trust with a zero inclusion ratio because the trusts have different transferors for GST purposes or for any other tax or non-tax purpose, provided the division does not impair rights of any beneficiary or adversely affect the achievement of the purposes of the trust. Any such division shall be by fractional shares and each share shall participate pro rata in income,

appreciation and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000))) shall be applied to the separate trusts based on the fractional shares into which they are divided. Any such division may be retroactive to an earlier effective date, and each separate trust created by the division shall be treated as a separate trust for all purposes from the date on which the division is effective. If a trust is divided pursuant to this paragraph into two trusts, one that is exempt from Federal generation-skipping transfer tax ("GST Exempt Trust") and one that is not exempt from Federal generation-skipping transfer tax ("GST Non-Exempt Trust"), then, without limiting the Trustee's discretion, hereunder I suggest that no distribution of principal be made from such GST Exempt Trust until the principal of such GST Non-Exempt Trust is exhausted, unless there is a compelling reason to do so.

CC. Loans. The Trustee may make loans to, may buy property from, and generally shall have the power to make contracts with my estate or my Wife's estate, or the trustee of any trust subject to any wealth transfer tax upon either of our deaths, regardless of the fact that one or more or all of the persons serving as Trustee hereunder are also serving as a selling or borrowing or otherwise contracting Personal Representative or Trustee; provided that such loans shall be for adequate interest and shall be adequately secured, and such purchases shall be for the property's then fair market value.

DD. Reliance Upon Advice. The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

EE. Trustee as Agent. Trustees serving in any jurisdiction in which a corporate trustee is unable to serve as Trustee may use such corporate trustee as an agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate trustee such compensation for its services as an agent as shall be agreed upon by all Trustees.

FF. Additions to Trust. The Trustee may accept or decline to accept additions from any source.

GG. Administration of Multiple Trusts. Whenever two trusts created under this Agreement are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), whether or not the trusts have different inclusion ratios with respect to any common transferor or have different transferors for generation-skipping transfer tax purposes, the Trustee is authorized, instead of combining said trusts, to administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. However, the Trustee may manage and invest such separate

trusts in solido. If anyone (for example, my Wife) adds or is deemed to add by gift or bequest property to a trust created under this Agreement, I authorize the Trustee to hold the added property as a separate trust with terms identical to the trust to which it would have been added and the Trustee may manage and invest such separate trusts in solido.

HH. Custodian Employed. The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

ARTICLE XXIII S Corporation Stock

Before the date on which any “S Corporation Shares” (defined below) otherwise would pass to or be treated as held by an “Ineligible Trust” (defined below), the Trustee (excluding, however, any Interested Trustee) may elect to hold these S Corporation Shares in one or more separate trusts or shares as set forth in this Article. The Trustee (excluding, however, any Interested Trustee) may elect to hold such S Corporation Shares under the paragraph entitled “Qualified Subchapter S Trusts” or the paragraph entitled “Electing Small Business Trusts,” as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares otherwise would be held under this Agreement.

A. Qualified Subchapter S Trusts. Any S Corporation Shares held under this paragraph shall be held on the following terms:

1. Each trust held under this paragraph shall be a separate trust or substantially separate and independent share, as defined in Code Sec. 1361(d)(3), held for the benefit of one beneficiary. Any reference in this paragraph to a beneficiary’s separate trust shall refer equally to any substantially separate and independent trust share.

2. Until the “QSST Termination Date” (defined below), the Trustee shall annually distribute all the trust’s “Net Income” (defined below) to the sole beneficiary of each trust held under this paragraph, together with as much of that trust’s principal as is appropriate under the standard contained in the trust which otherwise would have held such S Corporation Shares. The Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

3. Upon the QSST Termination Date, the Trustee shall distribute the remaining trust assets to the beneficiary to whom Net Income was then distributable, if then living, or otherwise in accordance with the terms of the trust which would otherwise have held such S Corporation Shares.

4. The Trustee shall notify the sole beneficiary of each trust held under this paragraph that he or she must timely and properly elect under Code Sec. 1361(d)(2) to cause such trust held to be treated as a Qualified Subchapter S Trust for Federal income tax purposes, and if the beneficiary fails or refuses to do so, the Trustee shall hold such S Corporation Shares under the paragraph entitled “Electing Small Business Trusts.”

5. The Trustee (excluding, however, any Interested Trustee) shall administer any trust under this paragraph as a Qualified Subchapter S Trust, as defined in Code Sec. 1361(d)(3).

6. In the event there is more than one income beneficiary of an Ineligible Trust (defined below), the Trustee shall divide the S Corporation Shares that will be held under this paragraph into separate trusts, based on each beneficiary’s interest in the income of the Ineligible Trust that otherwise would have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may divide the S Corporation Shares into separate trusts for the beneficiaries of such Ineligible Trusts in such manner as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate.

B. Electing Small Business Trusts. Any S Corporation Shares held under this paragraph shall be held on the following terms:

1. The Trustee (excluding, however, any Interested Trustee) shall apportion to the trusts under this paragraph a reasonable share of the unallocated expenses of all trusts under this Agreement in a manner consistent with the applicable Internal Revenue Code and Treasury Regulations.

2. The Trustee shall make that election required by Code Sec. 1361(e)(3) to qualify the trust under this paragraph as an Electing Small Business Trust under Code Sec. 1361(e).

3. The Trustee (excluding, however, any Interested Trustee) shall administer each trust under this paragraph as an Electing Small Business Trust under Code Sec. 1361(e).

C. Implementation. The Trustee (excluding, however, any Interested Trustee) shall manifest its selection of the form in which it shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that otherwise would hold such S Corporation Shares.

D. Definitions. The following definitions apply for purposes of this Article:

1. “Ineligible Trust” means a trust whose ownership of any S Corporation Shares would cause the termination of that corporation’s election to be taxed under subchapter S of the Code.

2. “Net Income” means income, as defined in Code Sec. 643(b).

3. “S Corporation Shares” means shares of any stock of a corporation, or membership interests in a limited liability company that has elected classification as a corporation, that then operates or that the Trustee shall deem likely to operate in the future under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

4. The “QSST Termination Date” means, separately, with respect to each trust held under the paragraph entitled “Qualified Subchapter S Trusts,” the earlier of the date on which the beneficiary dies and the date on which the trust terminates.

E. Application. None of the foregoing provisions of this Article shall apply with respect to any S Corporation Shares that would, but for the provisions of this Article, be held in any trust any portion of the disposition to which would qualify for the Federal estate and/or gift tax marital deduction.

ARTICLE XXIV The Closely-Held Business

A. Authority to Operate. The Trustee may operate the “Business” (as defined below) and retain any equity interests in the Business, even if these interests otherwise would be a speculative or inappropriate investment for a trust. This authority shall not supersede the right of my Wife to compel that certain trust assets be made productive. The Trustee may do all things related to the operation of the Business that I could have done if living, in a fiduciary capacity, including, but not limited to, the following actions:

1. The Trustee may carry out the terms of any option or buy-sell agreements into which I may have entered.

2. The Trustee may sell or liquidate any of the Business interests at such price and on such terms as the Trustee may deem advisable.

3. The Trustee may arrange for and supervise the continued operations of the Business.

4. The Trustee may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of the Trust Fund.

5. The Trustee may grant, exercise, sell, or otherwise deal in any rights to subscribe to additional interests in the Business.

6. The Trustee may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or Federal

securities act; may enter into any underwriting agreements or other agreements necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.

7. The Trustee may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in voting trusts.

8. The Trustee may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that I could have taken as the owner of the Business.

9. The Trustee may invest additional capital in, subscribe to additional stock or securities of and loan money or credit to the Business from the Trust Fund.

10. The Trustee may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.

11. The Trustee may join with the Business as a borrower, may guarantee any loan made to the Business or any related entity in connection with the operation of the Business, may issue indemnifications as reasonably necessary in connection therewith, and pledge assets of the trust as security for any such loan, guarantee or indemnification. The Trustee shall not be personally liable for any such loan, guarantee or indemnification, and such loan, guarantee or indemnification shall be payable only out of the assets of the trust.

B. Additional Compensation. The Trustee shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to the Trustee from the Business, the Trust Fund, or both, as the Trustee may deem advisable.

C. Conflict of Interest Waived. The Trustee may exercise the authorities granted under this Article even if the Trustee shall own personally an interest in the Business.

D. The “Business” Defined. The “Business” means any interest the Trust or I own, representing in the aggregate at least five percent (5%) of the total equity interests in any corporations, general and/or limited partnerships, limited liability companies or other business enterprises formed, operated or beneficially owned or participated in (to the extent of five percent (5%) or more) by the Trust or me. The “Business” does not include any interests that are regularly traded on an established exchange or over-the-counter.

ARTICLE XXV
Real Estate Investments

A. Authority to Retain. The Trustee may retain all interests that I, the Trust, or both, may own in any real estate that the Trustee shall determine to have been held primarily for investment at my death, even if it otherwise would be a speculative or inappropriate investment. This authority shall not supersede the right of my Wife to compel that certain trust assets be made productive.

B. Authority to Manage. The Trustee may manage any real property or interests in any manner lawful to an owner thereof. This authority includes the right to manage, protect and improve such realty, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to mortgage or pledge it, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire, release, or grant easements or other rights relating to it, to subdivide it, to vacate any subdivision or any part thereof and re-subdivide it from time to time, to lease it in whole or in part and renew, extend, contract for, grant options in connection with leases, and to make any instruments and grant such covenants and warranties as the Trustee may deem advisable. Leases, contracts to sell, mortgages and any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the term of the administration of the trust.

C. Environmental Issues. The Trustee shall take into account any environmental law that may be relevant to any real estate included in the Trust Fund.

1. The Trustee may inspect property held directly or indirectly as part of the Trust Fund, including any interests in incorporated or unincorporated business entities, comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as part of the Trust Fund.

2. The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as part of the Trust Fund, either before or after the initiation of an enforcement action by any governmental body.

3. The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.

D. “Environmental Law” Definition. “Environmental law” means any Federal, state or local law relating to the protection of the environment or human health, and

“hazardous substances” means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

ARTICLE XXVI

Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Agreement:

A. Spouse. An individual’s “spouse” (other than with respect to me) is the person (if any) to whom that individual is married at any given time.

B. Descendants. References in this Agreement to a person’s “children,” “grandchildren,” and other “descendants” shall refer respectively to that person’s children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this Agreement as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child’s adoptive parent substitutes for the consenting parent under applicable state law.

3. Adoptions and marriages that are recognized under this Agreement shall not affect prior distributions or other interests that have previously vested in possession, but they shall enable a person to receive distributions from or remainder or other interests in a trust still in existence. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person’s ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person’s ancestors.

C. Contract to Make Will or Trust. I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

D. Survivorship. Any beneficiary hereunder (other than as expressly provided elsewhere herein with respect to my Wife) who dies within ninety (90) days following the date of my death or the termination of or distribution from any trust under this Agreement for which entitlement the date of the beneficiary’s death shall be relevant, shall be deemed to have predeceased me or to have died before the termination of or distribution from that trust, as the case may be, for all purposes of this Agreement.

E. Rights in Residence. An income beneficiary of any trust under this Agreement shall, for his or her lifetime, have the continuous and present use, occupancy and possession of any permanent residence of that beneficiary that constitutes part of the corpus of such trust, it being the intent of this provision to grant to such income beneficiary the requisite beneficial interest and possessory right in and to such real property in order to comply with Section 196.041 of the Florida Statutes, such that his or her beneficial interest and possessory right constitutes in all respects “equitable title to real estate”, as that term is used in Section 6, Article VII, of the Constitution of the State of Florida.

F. Minor and Adult. Whether an individual is a minor or an adult shall be determined under the laws of the individual’s domicile at the time in question, except in cases when this Agreement has specifically defined “Minor” to mean a person under twenty-five (25) years of age.

G. Code and Regulations. References to the “Internal Revenue Code” or “Code” or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the “Regulations” and “Regs.” are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Agreement. A similar rule shall apply to references to the Regulations.

H. Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of the Trustee with respect to the Digital Assets and Accounts held hereunder:

1. “Catalogue of electronic communications” shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. “Content of electronic communications” shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. “Digital Assets” shall have the same meaning as in Section 740.002 of the Florida Statutes and shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A “Digital Device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. “Digital Accounts” shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

I. Interested Trustee. With respect to any trust, an “Interested Trustee” is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person’s only interest is as a potential appointee under a non-fiduciary power of appointment held by another person which has not yet been exercised or the exercise of which can take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a “Disinterested Trustee.”

J. Per Stirpes. Property that is to be divided among an individual’s surviving or then-living descendants “per stirpes” or in “per stirpital shares” shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child’s surviving or then-living descendants in the same manner.

K. Personal Representative. Whenever herein a reference is made to a Personal Representative of mine, or to another person’s Personal Representative, such reference shall be to those serving as the fiduciary of that person’s estate, whether the title Personal Representative or a different title applies to such person or persons under applicable state law.

L. Incapacitated Settlor, Trust Protector, or Trustee. No individual (including me) shall serve as Trustee or Trust Protector during any period in which such individual is determined to be incapacitated in accordance with the provisions of this paragraph. An individual shall be deemed to be “incapacitated” if the individual has been adjudged incapacitated or incompetent by a court of competent jurisdiction. An individual shall also be deemed to be “incapacitated,” whether or not there is an adjudication of incapacity or incompetence, if (1) with respect to a Trustee, another then-serving Trustee or, if there is none, the next successor Trustee, receives written certification that the examined individual is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the individual’s ability to make or communicate responsible decisions

concerning the individual's personal welfare or the management of the individual's or the Trust's financial affairs and that such impairments are not anticipated to be of short duration, (2) with respect to a Trust Protector, another then-serving Trust Protector or, if there is none, the next successor Trust Protector, or, if none, the oldest beneficiary of the trust with respect to which the Trust Protector is serving, receives written certification that the examined individual is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the individual's ability to make or communicate responsible decisions concerning the individual's personal welfare or the management of the individual's personal financial affairs and that such impairments are not anticipated to be of short duration, or (3) with respect to me, the then-serving Trustee or, if no Trustee other than me is serving, the next successor Trustee, receives written certification that I am having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in my ability to make or communicate responsible decisions concerning my personal welfare or the management of my or the Trust's financial affairs and that such impairments are not anticipated to be of short duration. For purposes of this paragraph, an impairment that is anticipated to last less than one (1) month shall be of short duration. The following shall apply to any certification required by this paragraph:

1. The certification shall be valid only if it is signed by a licensed physician who is the primary health care provider of, and has personally examined, the Trustee, the Trust Protector, or me, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual and the other of whom has also personally examined the individual.

2. This certification need not indicate any cause for the incapacity of the Trustee, the Trust Protector, or me.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that I am no longer having significant difficulties or impairments in managing my personal financial affairs, or that the former Trustee is no longer having significant difficulties or impairments in managing the former Trustee's personal financial affairs, or when a serving Trust Protector (or, if none, the oldest beneficiary of the trust with respect to which the former Trust Protector previously served) receives a certification that the former Trust Protector is no longer having significant difficulties or impairments in managing the former Trust Protector's personal financial affairs, as the case may be. This certification, too, shall be valid only if it is signed by a licensed physician who is the primary health care provider of, and has personally examined, the former Trustee, the former Trust Protector, or me, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual, and the other of whom has also personally examined the individual.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on these certifications.

M. GST Exempt and GST Non-Exempt Trusts. As used hereunder, any trust that is wholly exempt from Federal generation-skipping transfer tax shall be known as a “GST Exempt Trust” and any trust that is not wholly exempt from such tax shall be known as a “GST Non-Exempt Trust.”

N. Gross Estate. “Gross estate” means my gross estate as determined for Federal estate tax purposes (or for state death tax purposes where relevant).

O. Change of Situs. The situs of the property of any trust created hereunder may be maintained in any jurisdiction that is appropriate to the trust purposes and its administration, in the discretion of the Trustee, and thereafter transferred at any time or times to any such jurisdiction selected by the Trustee in accordance with applicable state law, which may include court approval of the transfer or adequate notice to trust beneficiaries. Upon any such transfer of situs, the trust estate of that trust may thereafter, at the election of the Trustee of said trust, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Trustee of any trust created hereunder elects to change the situs of any such trust, said Trustee is hereby relieved of any requirement to qualify in any other jurisdiction and of any requirement to account in any court of such other jurisdiction.

ARTICLE XXVII

Revocability of Trust and Rights Reserved

I reserve the rights listed in this Article, each of which may be exercised whenever and as often as I may wish. To the extent permitted by law, the rights so reserved shall be exercisable by my agent or attorney-in-fact acting under a power of attorney.

A. Amend or Revoke. The right, to be exercised solely by an acknowledged instrument in writing, to revoke or amend this Agreement or any trust hereunder.

B. Remove and Appoint Trustees. The right to remove any Trustee and appoint substitute, additional or successor Trustees.

C. Approve Investment Decisions. The right to approve the Trustee’s investment decisions. My approval in accordance with this paragraph shall bind all other beneficiaries.

D. Approve Trustee’s Conduct. The right from time to time to approve of the Trustee’s conduct (whether in connection with an accounting by the Trustee or without an accounting). My approval in accordance with this paragraph shall bind all other beneficiaries.

E. Insurance Policies. All rights I may have as the owner of any insurance policies payable to the Trustee.

ARTICLE XXVIII
Savings Clause

Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Agreement be invalidated, impaired or affected thereby, but that this Agreement be construed as if such invalid provision or direction had not been contained therein.

ARTICLE XXIX
Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have signed this Agreement, as Settlor and as Trustee, effective the day and year first above written and executed on the date set forth below.

Dated: _____

JOHN A. DOE,
as Settlor and as Trustee

This instrument was on the date hereof signed, published and declared by JOHN A. DOE, as Settlor of the JOHN A. DOE REVOCABLE TRUST, in our presence and in the presence of each of us, and we, at the same time, at said Settlor's request, in said Settlor's presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses.

WITNESSES:

Witness

Print Name

Print Address

Witness

Print Name

Print Address

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

I, JOHN A. DOE, have been sworn by the officer signing below, and declare to that officer on my oath and to the subscribing witnesses, that I, in the presence of the witnesses, signed the foregoing instrument as the JOHN A. DOE REVOCABLE TRUST.

JOHN A. DOE, Settlor

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that Settlor declared the foregoing instrument to be the JOHN A. DOE REVOCABLE TRUST, and signed it in our presence and that we each signed the foregoing instrument as a witness in the presence of Settlor and of each other.

Witness

Witness

Acknowledged, sworn to and subscribed before me by Settlor, JOHN A. DOE, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and by the witnesses, _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and subscribed by me in the presence of Settlor and the subscribing witnesses, all on the _____ day of _____, 2020.

Notary Public - State of Florida

**SCHEDULE A
JOHN A. DOE REVOCABLE TRUST**

Initial Trust Property

Cash.....\$10.00

JOHN A. DOE REVOCABLE TRUST

Prepared by:

JOHN A. DOE REVOCABLE TRUST

THIS IS A TRUST AGREEMENT (sometimes referred to as this “Agreement”) dated _____, 2020, between JOHN A. DOE of _____ County, Florida (described herein in the first person and sometimes referred to as the “Settlor”), and JOHN A. DOE, as Trustee (the “Trustee”).

WHEREAS, I desire to create a trust and the Trustee is willing to accept the trust hereby created.

NOW, THEREFORE, I hereby transfer the property described on Schedule A attached hereto to the Trustee, IN TRUST, and the Trustee agrees to accept the property and to hold, manage and distribute it under the terms of this Agreement.

ARTICLE I Family Information

I am married to JANE B. DOE and any reference to my Wife shall be to her. My children born before the date of this Agreement are JEFFREY C. DOE, born on January 1, 1990, and JENNIFER D. DOE, born on January 2, 1995.

ARTICLE II Trust Name

This Agreement and the trusts hereunder may be referred to as the JOHN A. DOE REVOCABLE TRUST.

ARTICLE III Trust Provisions During Lifetime

During my life, any property held under this Agreement shall be referred to as “the Trust Estate” and shall be disposed of as follows:

A. Distributions. The Trustee shall distribute to me as much of the net income and principal of the Trust Estate as I may from time to time direct, and such additional amounts of net income or principal thereof as the Trustee may at any time and from time to time determine.

B. Undistributed Income. Any net income of the Trust Estate not so distributed shall be accumulated and annually added to principal.

C. Intention. The Trustee shall liberally distribute income and principal of the Trust Estate for my benefit and my Wife’s benefit and the rights of the successor beneficiaries hereunder shall be considered secondary. The Trust Estate is established to ensure

that the best possible care and support are provided to me and my Wife, to meet all lifetime needs. Having in mind the extent to which funds will be available for expenditure for my benefit and my Wife's benefit, the Trustee is authorized to expend such amounts as the Trustee may determine to maintain my and my Wife's current lifestyle, including, but not limited to, complete authority to provide for my and my Wife's reasonable personal care and comfort. The Trustee is authorized to engage the services of any individuals or organizations to provide for my and my Wife's personal care and comfort. All assets of the Trust Estate are to be considered available for those purposes, and the Trustee shall at all times be guided by that intent. Notwithstanding anything in this paragraph to the contrary, the Trustee (other than me) shall distribute income and principal to my Wife only in accordance with the provisions below in this Article.

D. General Directions to Trustee. The Trustee shall make every effort to involve me in decision-making regarding both financial matters and personal care. The Trustee shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, the Trustee shall make decisions that the Trustee believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible. The Trust Estate is to be used to provide me and, in accordance with the provisions below in this Article, my Wife, with the best available care and support during my lifetime.

E. Gifts. Whenever I am incapacitated (as defined below), the Trustee may make gifts from the Trust Estate as expressly authorized in this Article, provided such gifts do not jeopardize the ability of the Trustee to provide for my and my Wife's personal care and comfort for my lifetime.

1. The Trustee may make gifts to my descendants in any amount. The Trustee may make unlimited transfers for my descendants for those expenditures described in Code Sec. 2503(e). The Trustee may not use any of the Trust Estate in a manner that would discharge the legal obligation of any Trustee to support any of my descendants.

2. The Trustee may make gifts to qualified tuition programs described in Code Sec. 529 for any of my descendants in any amount and pursuant to any election permitted under that section.

3. The Trustee may also make gifts from the Trust Estate to my Wife, for any purpose, in any amount.

4. The Trustee may make gifts from the Trust Estate to any charitable organization, the gifts to which qualify for the Federal income and gift tax charitable deduction, and to which I shall have previously made gifts, and pay my charitable pledges and dues in a manner that the Trustee shall determine reflects my general donative history.

5. The Trustee shall make gifts from the Trust Estate only as the Trustee shall deem to reflect my wishes, and the Trustee shall consider my history of making such gifts and my estate plan.

6. Notwithstanding the foregoing, no Interested Trustee shall participate in the determination to make any gift from the Trust Estate to any donee described in this Article, except as is appropriate for that donee's health, education, maintenance or support, determined without taking into account any other available income and assets.

7. The Trustee may make gifts under this Article either outright or to a trust for the primary benefit of a permissible donee or multiple permissible donees, or to any legal guardian, conservator or similar fiduciary of such donee, or to a custodian under any applicable Uniform Transfers (or Gifts) to Minors Act, as the Trustee shall deem appropriate, even if one or more of the persons acting as the Trustee is a guardian, conservator, similar fiduciary or custodian.

F. My Residence. The Trustee is specifically authorized to hold and maintain any real property used by me as a personal residence and transferred to the trust for my use and benefit and the use and benefit of my immediate family during my lifetime, it being my intent to reserve the requisite beneficial interest and possessory right in and to such real property in order to comply with Section 196.041 of the Florida Statutes, such that my beneficial interest and possessory right constitutes in all respects "equitable title to real estate," as that term is used in Section 6, Article VII, of the Constitution of the State of Florida. If the Trustee determines that it would be in my best interest to maintain a residence for my use but that the residence or residences then held in any trust hereunder should not be used for such purpose, the Trustee is authorized to sell said real property and to purchase such other residence, or to make such other arrangements as the Trustee deems suitable for the purpose. Notwithstanding anything contained in this Agreement to the contrary, my interest in any real property upon which I reside shall be deemed to be an interest in real property and not an interest in personalty. The Trustee is authorized to pay all carrying charges of such residence, including but not limited to any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and, in accordance with the provisions above in this Article, my Wife's benefit.

ARTICLE IV Payments After Death

Upon my death, the Trustee shall dispose of the Trust Estate which shall include all property distributable to the Trustee as a result of my death, whether under my Will or otherwise (such property shall be referred to as the "Trust Fund"), as follows:

A. Pay Estate Obligations. If my probate estate (excluding income) is insufficient to pay my funeral expenses, all claims against my probate estate and the expenses of

administering my probate estate, the Trustee shall make available to my Personal Representative under my Will (including by direct payment thereof as directed by my Personal Representative) out of the Trust Fund such sums as my Personal Representative shall certify to be required to make good such insufficiency; provided if no such Personal Representative is serving, then the Trustee is authorized to pay such debts and expenses directly without direction by my Personal Representative. Nothing herein, however, shall be deemed to authorize the Trustee to make any such payment of property where such property was not otherwise subject to the claims to be paid. Without limiting the foregoing, the Trustee is also authorized to pay or reimburse, in the manner set forth above, any reasonable and necessary costs of my funeral (and related expenses) in excess of any limit thereon imposed by applicable state or Federal law. In addition, if my Will gives my entire residuary estate to the Trustee under this Agreement, the Trustee shall satisfy any unsatisfied preresiduary pecuniary gift (to the extent of such insufficiency) in my Will and shall distribute real property, tangible personal property and intangible personal property in the way and to the recipients specified in the preresiduary provisions of my Will (to the extent not satisfied thereunder). Such gifts and provisions shall be construed and applied as if the trust property had been owned outright by me and disposed of under my Will, but distribution shall be made directly to the recipients named in my Will and not to my Personal Representative, so that the trust property does not pass through my probate estate.

B. Death Taxes. The Trustee shall pay any death taxes that result from my death out of the Trust Fund in the manner provided below in the provisions governing payment of death taxes.

C. Balance of the Trust Fund. After the foregoing payments, the Trustee shall dispose of the balance of the Trust Fund in the manner provided below.

ARTICLE V Formula Gifts

This Article contains certain gifts based upon technical tax-related terms. These terms are defined elsewhere in this Agreement and shall be applied under the law and the facts as they are at the time of my death. I make the following gifts called “Formula Gifts.”

A. Estate Tax Exemption Gift. If my Wife survives me, I give a fractional share of the Net Trust Fund, the numerator of which shall be equal to my Estate Tax Exemption and the denominator of which shall be equal to the value of the Net Trust Fund, to the Trustee of the Family Trust under this Agreement, to be disposed of under the terms of that trust.

B. Excess GST Exemption Gift. If my Wife survives me, I give a fractional share of the Net Trust Fund, the numerator of which shall be equal to my Excess GST Exemption and the denominator of which shall be equal to the value of the Net Trust Fund, to the Trustee of the Marital Trust under this Agreement, to be disposed of under the terms of the Marital Trust but held as a separate trust. This separate trust shall be called the “Reverse QTIP Marital Trust.”

C. Priority of Gifts. If there is insufficient property to satisfy both the Estate Tax Exemption gift and the Excess GST Exemption gift, the gift of the Estate Tax Exemption shall take precedence.

D. Alternate Available GST Exemption Gift. If my Wife does not survive me, I direct the Trustee to set aside and divide a fractional share of the Net Trust Fund, the numerator of which shall be equal to my Available GST Exemption and the denominator of which shall be equal to the value of the Net Trust Fund, into per stirpital shares for my descendants who survive me, and I give the share so set aside for a descendant to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

E. Allocation of Available GST Exemption. By my Will, I may have directed my Personal Representative to follow any instructions set forth in this Agreement regarding the allocation of my Available GST Exemption. The Trustee shall direct the allocation of my Available GST Exemption to the gift or gifts under this Article, provided that one or more persons acting as a Personal Representative, other than my Wife or a descendant of mine, if any, may direct the allocation of my Available GST Exemption in a different fashion.

F. Simultaneous Death. If my Wife and I die simultaneously or under such circumstances that the order of our deaths cannot be determined, she shall be deemed to have survived me for purposes of this Article. Further, my Wife shall be deemed to have survived me if she actually survives me for any period of time, however short.

G. Special Rules for Formula Gifts. The amount of each Formula Gift and the resulting gift of my Residuary Trust Fund shall be calculated using values as finally determined for the tax purposes for which the Formula Gift is determined. Each Formula Gift and the resulting gift of my Residuary Trust Fund shall carry with it a pro rata share of the income earned by the Trust Fund, provided that in no event shall my Wife or a Marital Trust receive less income from the Trust Fund than that provided under applicable state law. Any Formula Gift and the resulting gift of my Residuary Trust Fund shall be a fractional share of the Trust Fund as determined after payment of transfer taxes, expenses and other preresiduary gifts but before payment of such Formula Gift and shall participate pro rata in appreciation and depreciation of the assets of the Trust Fund. No portion of the Trust Fund shall pass under the Article entitled "Residue" if the Formula Gifts shall consume all of the Trust Fund. In determining to what extent a distribution in kind satisfies a Formula Gift, property distributed in kind shall be valued at the date or dates of distribution.

ARTICLE VI

Residue

I dispose of the balance of the Trust Fund, real and personal, including any property mentioned above but not effectively disposed of (my "Residuary Trust Fund"), as follows:

A. If My Wife Survives. If my Wife survives me, I give my Residuary Trust Fund to the Trustee of the Marital Trust under this Agreement, to be disposed of under the terms of that trust.

B. If My Wife Does Not Survive. If my Wife does not survive me, I direct the Trustee to set aside and divide my Residuary Trust Fund into per stirpital shares for my descendants who survive me, and I give the share so set aside for a descendant to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Simultaneous Death. If my Wife and I die simultaneously or under such circumstances that the order of our deaths cannot be determined, she shall be deemed to have survived me for purposes of this Article. Further, my Wife shall be deemed to have survived me if she actually survives me for any period of time, however short.

ARTICLE VII

Marital Trust and Reverse QTIP Marital Trust

Property that is to be held as or disposed of under the terms of the Marital Trust shall be held under this Article, and all references to the "Marital Trust" and/or the "Reverse QTIP Marital Trust" shall be to the trusts held under this Article.

A. During My Wife's Life. The following provisions shall apply during my Wife's life:

1. The Trustee shall distribute to my Wife the net income of the trust at least annually.

2. The Trustee may, but shall not be required to, distribute to my Wife as much of the principal of the trust as the Trustee may at any time and from time to time determine for her health, education, maintenance or support in her accustomed manner of living.

3. The Trustee may, but shall not be required to, distribute to my Wife as much of the principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine for any purpose.

4. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made from the Reverse QTIP Marital Trust until the principal of the other Marital Trust is exhausted, unless there is a compelling reason to do so.

5. Without limiting the Trustee's discretion, the Trustee may consider the needs of my Wife as more important than the needs of my descendants or any other beneficiary.

6. My Wife may direct the Trustee to make any unproductive assets productive of income or to convert any unproductive assets to property that produces income, within a reasonable time, notwithstanding any provision of this Agreement or any applicable law otherwise authorizing the Trustee to retain unproductive property. The power to allocate receipts and disbursements to income and principal and to amortize the premiums on securities contrary to applicable state law in other provisions of this Agreement shall not apply to any Marital Trust. The application of any specific provision of this Agreement shall in all events be construed so as to give my Wife that degree of beneficial enjoyment of the trust property during her life which the principles of the law of trusts accord to a person who is the sole income beneficiary of a trust and shall ensure that the Marital Trust qualifies for the Federal estate tax marital deduction to the extent so elected.

B. Upon My Wife's Death. The following provisions shall apply after my Wife's death:

1. Unless my Wife provides otherwise by specific reference to this paragraph in a Will or other writing, the Trustee shall pay any increase in death taxes payable upon the death of my Wife caused by the inclusion of a Marital Trust hereunder or a portion of a Marital Trust hereunder in her gross estate from the principal of the trust or portion so included. The Trustee may rely upon the written statement by my Wife's Personal Representative of the amounts thus payable. If there is more than one Marital Trust, the Trustee shall pay all such death taxes from the Marital Trust or included portion thereof other than the Reverse QTIP Marital Trust, until it is exhausted, and only then from the Reverse QTIP Marital Trust or included portion thereof.

2. The balance of the property then held in the Reverse QTIP Marital Trust and the other Marital Trust shall be:

a. distributed to one or more persons out of a class composed of my descendants on such terms as my Wife may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective,

b. set aside and divided, separately as to the Reverse QTIP Marital Trust and the other Marital Trust, into per stirpital shares for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate

Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Wife's Disclaimer. If my Wife disclaims any of her interest in the income and principal of a Marital Trust hereunder, the disclaimed property shall be added to the Family Trust under this Agreement to be disposed of under the terms of that trust; provided, however, that my Wife shall have no power of appointment over or power to direct the beneficial enjoyment of the fractional share of the Family Trust originally consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard. If my Wife disclaims all of her interest in the income of a Marital Trust hereunder or a portion of the income of a Marital Trust hereunder, she shall be deemed to have disclaimed her interest in all or a corresponding portion of the principal of that Marital Trust.

D. Disinterested Trustee May Confer Power. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of my Wife, by an instrument in writing (1) confer upon my Wife a power exercisable only by Will to appoint all or part of the Marital Trust to the creditors of my Wife's estate, and the instrument conferring such power upon my Wife may require the consent of the Trustee (other than any Interested Trustee or any Trustee who conferred the power upon my Wife) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustee's discretion, the Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax in order to obtain a basis adjustment under Code Sec. 1014 when it appears that it may reduce overall taxes to do so.

E. Allocation of Management Expenses. To the extent the following authorization does not cause any interest hereunder to fail to qualify, in whole or in part, for the Federal estate tax marital deduction which otherwise would so qualify, the Trustee is authorized to allocate management expenses within the meaning of Reg. §20.2056(b)-4(d)(1)(i) to any interest hereunder that qualifies for the Federal estate tax marital deduction.

ARTICLE VIII Family Trust

Property that is to be held as or disposed of under the terms of the Family Trust shall be held under this Article, and all references to the "Family Trust" shall be to the trust held under this Article.

A. During My Wife's Life. The following provisions shall apply during my Wife's life:

1. The Trustee may, but shall not be required to, distribute to any one or more of my Wife and my descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to any one or more of my Wife and my descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made to my Wife until the principal of the Marital Trust is exhausted, unless there is a compelling reason to do so.

5. Without limiting the Trustee's discretion, the Trustee may consider the needs of my Wife as more important than the needs of my descendants or any other beneficiary.

B. Upon My Wife's Death. Upon the death of my Wife, the property then held in the Family Trust shall be:

1. distributed to one or more persons out of a class composed of my descendants on such terms as my Wife may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective,

2. set aside and divided into per stirpital shares for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Disinterested Trustee May Confer Power. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of my Wife, by an instrument in writing (1) confer upon my Wife a power exercisable only by Will to appoint all or part of the Family Trust to the creditors of my Wife's estate, and the instrument conferring such

power upon my Wife may require the consent of the Trustee (other than any Interested Trustee or any Trustee who conferred the power upon my Wife) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustee's discretion, the Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax in order to obtain a basis adjustment under Code Sec. 1014 when it appears that it may reduce overall taxes to do so.

D. Wife's Disclaimer. If my Wife disclaims her interest in the income and principal of all or a portion of the Family Trust, the disclaimed property shall be disposed of as if she had survived me and died immediately after my death without exercising her power of appointment.

ARTICLE IX

Estate Tax Efficient Shares

I have provided in this Agreement, if my Wife survives me, for the Trust Fund to be divided into what I perceive to be estate tax efficient shares for those who may succeed to property disposed of hereunder upon the death of my Wife. I realize that the size of those shares is dependent upon artificial tax concepts and upon elections or other decisions made by my Personal Representative and/or my Trustee. I also realize that on account of changes enacted to the death tax laws the size of the shares also will change depending upon the year of my death. I further acknowledge that the interest of my Wife in the shares may be different and that, if there is no death tax in effect at the time of my death, no estate tax marital deduction share may be created for my Wife. Because benefiting my Wife is one of my primary concerns, I hope and expect, but do not direct, the Trustee (other than any Interested Trustee) of any trust hereunder in which my Wife has an interest to benefit my Wife therefrom in a manner that will eliminate or minimize the impact upon her of the artificial division of the shares. Without limiting the discretion granted to the Trustee hereunder, without granting my Wife any right to compel the Trustee to do so, and without imposing any obligation for the Trustee to do so, and solely by way of illustration and not limitation, I authorize the Trustee (other than any Interested Trustee) to pay principal to my Wife from any trust that qualifies for the Federal and/or state estate tax marital deduction while accumulating income in any other trust in which my Wife may have an interest in a manner that the Trustee (other than any Interested Trustee) believes may provide my Wife with approximately the same net benefit (taking into account income taxes and any other factors the Trustee (other than any Interested Trustee) deems appropriate) my Wife would have received had all income or a reasonable unitrust amount, as determined by the Trustee (other than any Interested Trustee), from all trusts in which she has an interest hereunder been paid to her.

ARTICLE X
Descendants' Separate Trusts

Property that is to be held in a Descendant's Separate Trust or the Descendants' Separate Trusts shall be held under this Article, and all references to a "Descendant's Separate Trust" or the "Descendants' Separate Trusts" shall be to the trusts held under this Article.

A. During the Beneficiary's Life. The following provisions shall apply during the Beneficiary's life:

1. The Trustee may, but shall not be required to, distribute to any one or more of the Beneficiary and the Beneficiary's descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to any one or more of the Beneficiary and the Beneficiary's descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, the Trustee may consider the needs of the Beneficiary as more important than the needs of the Beneficiary's descendants or of any other beneficiary.

5. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made from any GST Exempt Trust for the Beneficiary until the principal of any GST Non-Exempt Trust for the Beneficiary is exhausted, unless there is a compelling reason to do so.

B. Upon the Beneficiary's Death. Upon the Beneficiary's death, the following provisions shall apply:

1. Unless the Beneficiary provides otherwise by specific reference to this paragraph in a Will or other writing, the Trustee shall pay any increase in death taxes payable upon the death of the Beneficiary caused by the inclusion of the value of the property that was subject to withdrawal or appointment by the Beneficiary at the Beneficiary's death in the gross estate of the Beneficiary from the principal of the trust or portion so included. The Trustee may rely upon the written statement by the Beneficiary's Personal Representative of the amounts thus payable.

2. The balance of the property then held in the Beneficiary's trust shall be:

a. distributed to one or more persons out of a class composed of my descendants and the creditors of the Beneficiary's estate on such terms as the Beneficiary may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment, provided that, in the case of a GST Exempt Trust and the "Limited Share" of a GST Non-Exempt Trust (as defined below), no appointment shall be made to the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors or the creditors of the Beneficiary's estate; or, in default of appointment or insofar as an appointment is not effective,

b. set aside and divided into per stirpital shares for the Beneficiary's descendants then living or, if there is no descendant of the Beneficiary then living and if the Beneficiary was a grandchild or more remote descendant of mine, for the descendants then living of the Beneficiary's nearest ancestor who was a descendant of mine, with descendants then living or, if there is no such descendant then living or if the Beneficiary was a child of mine, for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Article, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

3. For purposes of the power of appointment granted under this paragraph, the "Limited Share" of a GST Non-Exempt Trust is that portion of the Beneficiary's GST Non-Exempt Trust at the Beneficiary's death which, if excluded from the Beneficiary's gross estate for Federal estate tax purposes and in default of the exercise of the power of appointment granted under this Article, would pass only to one or more persons assigned to the Beneficiary's generation or a higher generation for Federal generation-skipping transfer tax purposes.

C. Disinterested Trustee May Confer Power. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of the Beneficiary, by an instrument in writing (1) confer upon the Beneficiary a power exercisable only by Will to appoint all or part of the Beneficiary's trust to the creditors of the Beneficiary's estate, and the instrument conferring such power upon the Beneficiary may require the consent of the Trustee (other than any Interested Trustee or any Trustee who conferred the power upon the Beneficiary) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustee's discretion, the Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax in order to obtain a basis adjustment under Code Sec. 1014 when it appears that it may reduce overall taxes to do so.

D. Maximum Duration for Trusts. Any trust under this Article still in existence upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Agreement shall thereupon terminate and the remaining trust property shall be distributed to the Beneficiary of the trust.

ARTICLE XI Takers of Last Resort

The Trustee shall distribute any property that is not otherwise disposed of under this Agreement or any trust created under this Agreement (a) one-half (1/2) (or all, if there are no persons to take under item (b)) to the persons who would have inherited my personal estate and in the shares that they would have inherited it, had I died a resident of the State of Florida, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Agreement, and (b) one-half (1/2) (or all, if there are no persons to take under item (a)) to the persons who would have inherited the personal estate of my Wife, and in the shares that they would have inherited it, had my Wife died a resident of the State of Florida, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Agreement.

ARTICLE XII Maximum Duration for Trusts

A. Maximum Duration for Trusts Defined. The Maximum Duration for Trusts shall be the earlier of (i) the date of death of the last to die of the individual beneficiaries of any trust hereunder living at any time and (ii) three hundred sixty (360) years from my death.

B. Powers of Appointment. This Article shall also apply to a trust created by the exercise of a power of appointment conferred by this Agreement (unless the exercise of the power of appointment commences a new rule against perpetuities or similar rule that limits the time that property may remain in trust).

ARTICLE XIII Payments to Minors

Whenever property becomes distributable to a person under twenty-five (25) years of age (described herein as the "Minor" regardless of the actual legal age of majority) for any reason, the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with the qualification of any Marital Trust for the Federal estate tax marital deduction, to the extent so elected, or any provisions of this Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder:

A. Distribution to Custodian. The Trustee may distribute the property to a custodian or successor custodian under any state’s version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Trustee. The Trustee may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-five (25) years of age if that is permitted, and may designate successor custodians.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Minor, but in a manner so that the property then vests in the Minor, and the Trustee, in managing the property for the Minor, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Minor) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of a Minor’s Property. The Trustee may distribute the property to a Guardian of the Minor’s estate.

D. Distribution to a Minor’s Parent. The Trustee may distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of a beneficiary only if the parent either (1) is a descendant of mine, or (2) was married to a descendant of mine at the date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

E. Distribution Directly to a Minor. The Trustee may distribute directly to the Minor property that is of relatively modest monetary value (which the Trustee shall determine in the exercise of sole and absolute discretion) and is appropriate for ownership by an individual of the Minor’s age if the Trustee determines that the Minor has the practical capacity to own property of the type and value in question. For purposes of illustration, and without limiting the authority of the Trustee under this paragraph, I anticipate that the Trustee shall use this authority to distribute, to the Minor, property such as clothing, sporting and recreational equipment, personal computers, tablets or other digital devices, or similar items designed for personal use.

F. Exoneration of Fiduciary for Distributions for Minor. The Trustee shall be free from any responsibility for the subsequent disposition of property following the disposition of such property by the Trustee in one of the ways specified in this Article.

ARTICLE XIV Payments to Incapacitated Persons

Whenever property becomes distributable to a person whom the Trustee reasonably and in good faith shall determine is experiencing substantial difficulty in managing financial matters and that such difficulty is not expected to be short-term (described herein as “an

Incapacitated Person” regardless of whether a court of competent jurisdiction has determined such person to be incapacitated and regardless of whether a guardian, conservator or other legal representative has been appointed for such person), the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with the qualification of any Marital Trust for the Federal estate tax marital deduction, to the extent so elected, or any provisions of this Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder.

A. Distribution to Trust. The Trustee may hold the property in a separate trust for the Incapacitated Person until the Incapacitated Person is no longer incapacitated as defined above. The Trustee may distribute to the Incapacitated Person as much of the net income and/or principal of the trust as the Trustee may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Incapacitated Person is no longer incapacitated, the Trustee shall distribute the property to the formerly Incapacitated Person. If the Incapacitated Person dies before the property is distributed to him or her, then upon the Incapacitated Person’s death, the Trustee shall distribute the property to the Personal Representative of the Incapacitated Person’s estate.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Incapacitated Person, but in a manner so that the property then vests in the Incapacitated Person, and the Trustee, in managing the property for the Incapacitated Person, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Incapacitated Person) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of Incapacitated Person’s Property. The Trustee may distribute the property to a Guardian of the Incapacitated Person’s estate.

D. Distribution to Incapacitated Person’s Spouse or Parent. The Trustee may distribute the property to a spouse or parent of the Incapacitated Person even if the spouse or parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of an Incapacitated Person only if the parent either (1) is a descendant of mine or (2) was married to a descendant of mine at the date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

E. Exoneration of Fiduciary for Distributions for Incapacitated Person. The Trustee shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

ARTICLE XV
Spendthrift Provision

A. No Assignment. Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a beneficiary's liabilities or creditor claims, assignment or anticipation. Additionally, the interest of a beneficiary of any trust hereunder may not be either voluntarily or involuntarily transferred within the meaning of Section 736.0502 of the Florida Statutes. Notwithstanding the foregoing, no provision of this Article shall prevent the appointment of an interest in a trust through the exercise of a power of appointment.

B. Protection from Creditors. If the Trustee shall determine that a beneficiary (other than my Wife with respect to any Marital Trust) would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the maximum possible benefit and enjoyment of all the trust income and principal to which the beneficiary is entitled.

C. Protection from Marital Claims. All benefits granted to a beneficiary under this instrument shall be the separate and individual property of such beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a beneficiary hereunder shall also be free of any interference from, or control or marital power of, his or her spouse. For purposes of this paragraph, the term "benefits" shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any beneficiary but also to trust property allocated to a trust in which the beneficiary possesses an interest hereunder.

D. Limitation of Court's Authority. No court shall have the authority or discretion to direct that there be a distribution or allowance from principal to any income beneficiary hereunder notwithstanding any applicable state statute.

ARTICLE XVI
Exercise of Powers Created Hereunder

A. Form of Appointment. Except where this Agreement specifically provides otherwise, a power of appointment conferred hereunder upon a person in his or her individual capacity (a "Non-Fiduciary Power") may be exercised in favor of one or more persons to or for whom the power may be exercised, in any proportions, in any lawful estates and interests, whether absolute or in further trust. Such a Non-Fiduciary Power may be exercised to create further Non-Fiduciary Powers which may be made exercisable in the same or a different

manner. A limited power of appointment may be exercised to confer a limited or general power, including a presently exercisable limited or general power.

B. Trustees Under Appointment. The Trustee under an appointment in further trust may be any person not prohibited from serving as Trustee under this Agreement and may be given fiduciary powers (including discretionary powers over distributions), exercisable, however, only in favor of permissible objects of the exercised power.

C. Testamentary Power. A Non-Fiduciary Power, if any, that is exercisable only by the powerholder's last will and testament may also be exercised by a separate written instrument signed by the powerholder (other than the powerholder's last will and testament) if the powerholder's last will and testament contains a direction that the exercise in the other instrument be honored.

D. Trustees Can Create Trusts. The authorized Trustee (as defined in this paragraph) may, subject to the provisions set forth in this paragraph, exercise any power to invade the principal of any trust hereunder (referred to as the "invaded trust") by appointing (whether or not there is a current need to invade principal under any standard for invasion of principal set forth in the invaded trust) part or all of the principal of the invaded trust in favor of a trustee of another trust (referred to as the "appointed trust," and defined further below) for the benefit of one or more or all of those beneficiaries for whom the principal of the invaded trust may be currently paid to the exclusion of any one or more of such beneficiaries. The exercise of the power to invade the principal of a trust under this paragraph shall be subject to the following additional provisions:

1. If all of the assets of the invaded trust are to be paid to the appointed trust under the applicable appointment, then the exercise of the power by the authorized Trustee under this paragraph shall apply both to (1) all of the assets currently comprising the principal of the invaded trust, including undistributed accumulated income, and (2) to all assets subsequently paid to or acquired by the invaded trust after the payment to the appointed trust, unless the authorized Trustee who so appoints the principal of the invaded trust provides otherwise in writing at the time of appointment. If only a portion of the trust assets of the invaded trust are to be paid over to the appointed trust under the applicable appointment, then subsequently discovered assets of the invaded trust or assets subsequently paid to or acquired by the invaded trust shall remain assets of the invaded trust, unless the authorized Trustee who so appoints the principal of the invaded trust provides otherwise in writing at the time of appointment.

2. The exercise of the power to invade the principal of a trust under this paragraph shall be by an instrument in writing, signed, and acknowledged by the authorized Trustee. The instrument exercising the power shall be maintained with the records of the invaded trust and may be filed in any court having jurisdiction over the invaded trust.

3. The Trustee shall not be required to notify any person interested in the invaded trust or the appointed trust of any payment or transfer pursuant to the terms of this paragraph, or of the intention to make any such payment or transfer, unless such notice would otherwise be required by the applicable governing law, and the requirement to provide such notice may not be waived under the applicable governing law. I hereby waive any requirement imposed by applicable governing law that would otherwise require the Trustee to provide such notice, to the extent that such requirement may be waived. Notwithstanding the foregoing, the Trustee may, but shall not be required to, provide such notice to any person interested in the invaded trust or the appointed trust, if the Trustee determines, in the exercise of sole and absolute discretion, that it is appropriate to provide such notice.

4. The exercise of the power to invade the principal of a trust under this paragraph shall not be treated as being prohibited by any provision in the invaded trust instrument that prohibits amendment or revocation of the trust or that constitutes a spendthrift clause.

5. The provisions of this paragraph shall not be construed to abridge the right of any Trustee to appoint property in further trust that arises under any statutory law or under common law, or as directed by any court having jurisdiction over the invaded trust.

6. Nothing in this paragraph shall be construed as creating or implying a duty on any Trustee acting hereunder to exercise a power to invade principal, and no inference of impropriety shall be made as a result of a Trustee not exercising the power conferred under this paragraph.

7. The authorized Trustee, acting pursuant to the authority granted by this paragraph, may not exercise a power to decrease or indemnify against a Trustee's liability or exonerate a Trustee from liability for failure to exercise the duty of care, diligence and prudence otherwise applicable to the Trustee or to make a binding and conclusive fixation of the value of any asset for purposes of distribution, allocation or otherwise.

8. The authorized Trustee, acting pursuant to the authority granted by this paragraph, may not exercise a power to increase the total compensation of any Trustee of the appointed trust, other than by reason of extending the period, as may be permitted hereunder, during which such Trustee will serve. No Trustee shall receive any paying commission with respect to property transferred pursuant to this paragraph.

9. If any contribution to the invaded trust qualified for the annual exclusion under Code Sec. 2503(b), the marital deduction under Code Sec. 2056(a) or 2523(a), or the charitable deduction under Code Sec. 170(a), 642(c), 2055(a) or 2522(a), is a direct skip whether or not a nontaxable gift under Code Sec. 2642(c), or qualified for any other specific tax benefit that would be lost by the existence of the authorized Trustee's authority under this paragraph for income, gift, estate, or generation-skipping transfer tax purposes under the Code, then the authorized Trustee shall not (1) have the power to invade the principal of a trust

pursuant to this paragraph in a manner that would prevent the invaded trust from qualifying for or would reduce the exclusion, deduction, nontaxable gift or other tax benefit which was originally claimed with respect to that contribution, (2) have the power to make a change, including the grant of a power of appointment, that will result in (a) a change or modification of any standard of payment to or for one or more of the beneficiaries of the invaded trust or (b) a reduction, limitation or other change in any beneficiary's right to a mandatory distribution of income, a mandatory annuity or unitrust interest, a right annually to withdraw a percentage of the value of the trust or a right annually to withdraw a specified dollar amount provided that such mandatory or annual right has already come into effect with respect to the beneficiary. Notwithstanding the foregoing (2) but subject to (1), the authorized Trustee may pay to an appointed trust that is a supplemental needs trust.

10. The authorized Trustee exercising the authority granted by this paragraph may not make a change that will violate any rule against perpetuities or similar rule limiting the duration of trusts applicable to the invaded trust and may not make a change that will disqualify a trust which owns S corporation stock and is a permitted shareholder under Code Sec. 1361(c)(2) from being a permitted shareholder.

11. The current beneficiaries of the appointed trust shall be one, more than one or all of the current beneficiaries of the invaded trust and the successor and remainder beneficiaries of the appointed trust shall be one, more than one or all of the successor or remainder beneficiaries of the invaded trust. If a beneficiary includes a class of persons, such class shall include any person who falls within the class of persons after the payment to the appointed trust. The appointed trust may grant to one or more of the beneficiaries of the appointed trust a power of appointment.

12. The term "appointed trust" shall mean an irrevocable trust other than the invaded trust to which principal is appointed under this paragraph including, but not limited to, a new trust created by the authorized Trustee.

13. The standard for invasion in the appointed trust may be no greater than the standard for invasion of the invaded trust.

14. As used in this paragraph, the term "authorized Trustee" shall refer to the Trustee of any trust hereunder, to the extent that the Trustee is authorized to invade the principal of such trust; provided, however, that any Interested Trustee acting hereunder shall not have the authority to act in accordance with this Article in a manner that would result in the Interested Trustee being permitted to (a) distribute the income or principal of the appointed trust for any reason other than health, education, maintenance or support, within the meaning of Code Sec. 2041(b), or (b) otherwise take any action the Interested Trustee is expressly prohibited from taking under this Agreement.

ARTICLE XVII
Substance Abuse

The following provisions apply to all trusts created under this Agreement, except as expressly provided to the contrary in this Article entitled "Substance Abuse:"

A. Dependence. If the Trustee reasonably believes that: (1) a beneficiary of any trust created under this Agreement (i) routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance, or (ii) is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a licensed medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and (2) as a result of such use or consumption, the beneficiary is incapable of caring for himself or herself, or is likely to dissipate the beneficiary's financial resources; then the Trustee must follow the procedures set forth below.

B. Testing. The Trustee will request the beneficiary to submit to one or more examinations (including laboratory tests of hair, tissue, or bodily fluids) determined to be appropriate by a licensed medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee shall maintain strict confidentiality of those results and will not, without the beneficiary's written permission, disclose those results to any person other than the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

C. Treatment. If, in the opinion of the examining doctor or psychiatrist, the examination indicates current or recent use of a drug or substance as described above, the beneficiary must consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee may pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary, if the Trustee otherwise determines that the funds are available to do so and it is in the best interests of the beneficiary to do so.

D. Mandatory Distributions Suspended. If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust estate with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until:

1. in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and

2. in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

E. Discretionary Distributions. While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion (other than an Interested Trustee); however, any provisions of the trust providing for distributions for the beneficiary's health, education, maintenance or support shall not apply during the period in which mandatory distributions are suspended.

F. Resumption of Mandatory Distributions and Withdrawals. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended shall be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. In addition, any provisions of the trust providing for distributions for the beneficiary's health, education, maintenance or support shall resume their application. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the alternate beneficiaries of the beneficiary's share as provided herein.

G. Other Prohibitions During Mandatory Suspension of Benefits. If mandatory distributions to a beneficiary are suspended as provided above in this Article, then as of such suspension, the beneficiary shall automatically be disqualified from serving, and if applicable shall immediately cease serving, as a Trustee, Trust Protector, or in any other capacity in which the beneficiary would serve as, or participate in the removal or appointment of, any Trustee or Trust Protector hereunder.

H. Exoneration Provision. It is not my intention to make the Trustee (or any psychiatrist or other medical doctor retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any psychiatrist or other medical doctor retained by the Trustee) will be indemnified from the trust estate for any liability in exercising the Trustee's judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

I. Tax Savings Provisions. Notwithstanding the provisions of the preceding paragraphs of this Article or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Additionally, nothing herein shall prevent or suspend any distribution of Retirement Benefits mandated by the provisions of any trust created hereunder to which Retirement Benefits are payable. Finally,

nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration for Trusts.

ARTICLE XVIII **Retirement Benefits**

The following provisions concern Retirement Benefits payable or distributable to the Trustee under this Agreement (whether directly or through my estate) by reason of my death. As used in this Agreement, the term “Retirement Benefits” (of whatever type) includes any trust, contract, plan, benefit, account, annuity, or bond which arises out of an employer-employee relationship (or in the case of a self-employed person, is deemed or treated as if arising out of an employer-employee relationship), whether non-qualified, qualified under Code Sec. 401, an individual retirement arrangement under Code Sec. 408 or 408A, a tax-sheltered annuity under Code Sec. 403 or any other benefit subject to the distribution rules of Code Sec. 401(a)(9), as well as deferred compensation under any employment, consulting, or director’s contract and other benefits normally considered as employee benefits. As used in this Agreement, the term “Retirement Plan” shall mean any plan or agreement under which Retirement Benefits are payable.

I intend that the provisions of this Article shall apply to my interest in any Retirement Benefits payable to the Trustee by reason of a beneficiary designation or otherwise. To the extent that the provisions of this Article conflict with any expressly contrary provisions contained in any beneficiary designation, Retirement Plan contract or agreement, or other controlling document relating to my interest in any Retirement Benefits, the provisions of such beneficiary designation, Retirement Plan contract or agreement, or other controlling document shall supersede the provisions of this Article. The provisions of this Article directing the allocation or disposition of Retirement Benefits shall relate to any Retirement Benefits payable to the Trustee only to the extent that such Retirement Benefits are not otherwise allocated or directed to be held by the Trustee of one or more particular trusts under this Agreement, by beneficiary designation or otherwise. The provisions of this Article relating to Retirement Benefits held by the Trustee of any particular trust under this Agreement shall apply to any Retirement Benefits payable to the Trustee of such trust, whether by reason of a beneficiary designation, the provisions of this Article, or otherwise.

A. Disposition of Participant’s Interest. The Retirement Benefits shall be allocated as follows:

1. If my Wife survives me, any benefit excluded for Federal estate tax purposes from my gross estate shall be added to (but shall not affect the size of) any Formula Gift that is not made to my Wife or any Marital Trust for my Wife, or if there is no such gift, to that portion of my Residuary Trust Fund that is not left to my Wife or any Marital Trust for my Wife. No excluded benefit shall, however, be used to satisfy any obligation of my estate or any such trust.

2. Subject to the foregoing, to the extent there is insufficient other property to satisfy any of the Formula Gifts, a fractional share (and not a sum, even if the gift is stated as a sum) of the Retirement Benefits resulting in a value as finally determined for Federal estate tax purposes equal to the insufficiency (or as much of the insufficiency as possible) shall be allocated in satisfaction of such Formula Gifts.

3. The balance of the Retirement Benefits shall be disposed of in the same manner as my Residuary Trust Fund under this Agreement.

B. Selection of “Payout Schedule.” The Trustee may exercise any right to determine the manner and timing of payment of Retirement Benefits that is available to the recipient of the benefits, but the Trustee must exercise such rights in a manner consistent with the Federal income tax rules governing required minimum distributions under Code Sec. 401(a)(9) to avoid any excise tax under Code Sec. 4974(a) or any other tax or penalty as shall apply for failure to take distributions from the Retirement Plan (referred to herein as a “penalty”). However, if any Retirement Benefit is payable to my Wife or to any Marital Trust (whether pursuant to a separate beneficiary designation or pursuant to this Article) hereunder, my Wife shall have the right in her individual capacity and in her sole and absolute discretion, exercisable in all events, to withdraw from the plan, trust or account from which the benefits are payable, all the income of the plan, trust or account annually or at more frequent intervals. To accomplish the foregoing whenever any such Retirement Benefit is payable to any Marital Trust hereunder, and with specific intent to qualify for the “marital deduction” under Code Sec. 2056, I provide the following:

1. My Wife shall have the power, exercisable annually, to compel the Trustee to withdraw from the plan, trust or account an amount equal to all the income of that plan, trust or account for the year and to distribute that income to my Wife. If my Wife exercises such power, the Trustee is obligated to withdraw the greater of all of the income of the plan, trust or account or the annual required minimum distribution amount under Code Sec. 408(a)(6), if any, and distribute currently to my Wife at least the income of that plan, trust or account. If my Wife does not exercise such power to compel a withdrawal from the plan, trust or account for a particular year, the Trustee shall only be required to withdraw from the plan, trust or account only the required minimum distribution amount under Code Sec. 408(a)(6) for that year, if any, as provided elsewhere in this Article. To the extent that distributions are made to the Trustee of a Marital Trust hereunder other than by reason of my Wife’s exercise of her right to demand income of the plan, trust or account, as set forth above, such receipts shall be treated as a distribution of income from that plan, trust or account to the extent that such plan, trust or account has not otherwise distributed all of its income.

2. For this purpose, “income” means income as defined in Code Sec. 643(b) determined as if the plan, trust or account were a separate trust under this Agreement. This right of my Wife shall take precedence over the right of the Trustee of any Marital Trust to such income and any exercise of the right shall take precedence over any different payout

selected by the Trustee of any Marital Trust. I direct the Trustee of any Marital Trust to take any steps necessary to enable my Wife to exercise this right effectively. Further, the income of the plan, trust or account and the income of the trust (excluding the plan, trust or account) shall be determined separately and without taking into account that the plan, trust or account distribution is made to the trust. Additionally, the portion of the plan, trust, or account distribution to the Marital Trust that is allocated to trust income is disregarded in determining the amount of trust income that must be distributed to my Wife under the terms of the Marital Trust.

3. The power granted to my Wife elsewhere herein to direct the Trustee of a Marital Trust to make any unproductive assets productive of income or to convert any unproductive assets to property that produces income, within a reasonable time, notwithstanding any provision of this Agreement or any applicable law otherwise authorizing the Trustee to retain unproductive property shall expressly be applicable to the plan, trust or account as well.

C. Designated Beneficiary Status and Accumulation of Retirement Benefits in Marital Trust. If my Wife survives me, then subject to the right of my Wife to withdraw all income as provided in the immediately preceding paragraph (including, without limitation, my Wife's power to direct the Trustee to withdraw all of the income from a Retirement Plan), the following provisions shall be applicable with respect to all of my interest in any Retirement Plan from which Retirement Benefits (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an "employee" before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustee of any Marital Trust hereunder (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of my death, the Trustee of that Marital Trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustee deems advisable in the Trustee's sole discretion. All amounts so withdrawn or which are otherwise paid or payable to the Trustee of that Marital Trust, along with all income (which must be distributed as provided above) with respect thereto and all changes, increases and decreases thereof, net of expenses (collectively the Marital Trust Designated Beneficiary Portion), shall be accounted for by Trustee, and shall be subject to the distribution and other provisions with respect to the Marital Trust (including the provisions relating to distribution of income to my Wife), both during my Wife's life and at and after my Wife's death, provided that, notwithstanding anything to the contrary, none of the Marital Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of the Marital Trust, the terms of any trust to which Marital Trust property passes following my Wife's death, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than an individual (for purposes of illustration and

without limitation, none of the Marital Trust Designated Beneficiary Portion shall ever be distributed to any charitable organization contributions to which are deductible for Federal income, estate and gift tax purposes, or to a trust of which such a charitable organization is a beneficiary). The intent of these provisions is to allow the Retirement Plan to be distributed to the Trustee over the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder, including over the life expectancy of my Wife, if my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii), rather than being subject to the default payout rule applicable to beneficiaries who are not designated beneficiaries under Code Sec. 401(a)(9) and the Regulations thereunder. In order to satisfy that intent, if my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death, in the event that it is necessary to consider potential beneficiaries of the Marital Trust Designated Beneficiary Portion following the death of my Wife in determining the longest period permitted for distribution of the Marital Trust Designated Beneficiary Portion under Code Sec. 401(a)(9) and the Regulations thereunder (other than for purposes of determining that all potential beneficiaries are individuals), the following shall apply: in addition to the limitation on distributions set forth above, none of the Marital Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of the Marital Trust, the terms of any trust to which Marital Trust property passes following the death of my Wife, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than (a) an individual born at the same time or after my Wife, or (b) a descendant of mine. For purposes of determining the distribution of the Marital Trust Designated Beneficiary Portion in accordance with this paragraph, any entity excluded from distribution of the Marital Trust Designated Beneficiary Portion, shall be deemed to no longer be in existence at my death and any individual excluded from distribution of the Marital Trust Designated Beneficiary Portion shall be deemed to have predeceased me.

2. The following definitions shall apply in administering these provisions relating to that Marital Trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid the penalty, the Trustee may, in the Trustee’s sole discretion, refrain from withdrawing any amount from the Retirement Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. If my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), the Applicable Distribution Period means the life expectancy of my Wife. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is my intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Agreement shall apply

4. Notwithstanding the foregoing, if my death occurred on or after my “required beginning date” with respect to such benefit, the Required Minimum Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to such benefit during such year, minus (b) amounts actually distributed to me with respect to such benefit during such year. Life expectancy, and the meaning of “required beginning date” and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

D. Designated Beneficiary Status and Accumulation of Retirement Benefits in Family Trust. The following provisions shall be applicable with respect to all of my interest in any Retirement Plan from which Retirement Benefits (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an “employee” before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustee of the Family Trust (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of my death, the Trustee of the Family Trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustee deems advisable in its sole discretion. All amounts so withdrawn or which are otherwise paid or payable to the Trustee of the Family Trust, along with all income with respect thereto and all changes, increases and decreases thereof (collectively the “Family Trust Designated Beneficiary Portion”), shall be accounted for by Trustee, and shall be subject to the distribution and other provisions with respect to the Family Trust, both during my Wife’s lifetime and at and after my Wife’s death, provided that, notwithstanding anything to the contrary, (a) if my Wife is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), none of the Family Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of the Family Trust or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than my Wife, during my Wife’s life, and (b) none of the Family Trust Designated Beneficiary Portion shall ever be distributed,

whether pursuant to the terms of the Family Trust, the terms of any trust to which Family Trust property passes following my Wife's death, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable law of intestacy or otherwise), to anyone other than an individual (for purposes of illustration and without limitation, none of the Family Trust Designated Beneficiary Portion shall ever be distributed to any charitable organization contributions to which are deductible for Federal income, estate and gift tax purposes, or to a trust of which such a charitable organization is a beneficiary). The intent of these provisions is to allow the Retirement Plan to be distributed to the Trustee over the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder without a penalty, including over the life expectancy of my Wife, if my Wife is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of the my death (or such other time as shall be permitted or prescribed by the Code or Regulations), rather than being subject to the default payout rule applicable to beneficiaries who are not designated beneficiaries under Code Sec. 401(a)(9) and the Regulations thereunder. In order to satisfy that intent, if my Wife is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death, in the event that it is necessary to consider potential beneficiaries of the Family Trust Trust Designated Beneficiary Portion following the death of my Wife in determining the longest period permitted for distribution of the Family Trust Designated Beneficiary Portion under Code Sec. 401(a)(9) and the Regulations thereunder (other than for purposes of determining that all potential beneficiaries are individuals), the following shall apply: in addition to the limitation on distributions set forth above, none of the Family Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of the Family Trust, the terms of any trust to which Family Trust property passes following the death of my Wife, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than (a) an individual born at the same time or after my Wife, or (b) a descendant of mine. For purposes of determining the distribution of the Family Trust Designated Beneficiary Portion in accordance with this paragraph, any entity excluded from distribution of the Family Trust Designated Beneficiary Portion, shall be deemed to no longer be in existence at my death and any individual excluded from distribution of the Family Trust Designated Beneficiary Portion shall be deemed to have predeceased me.

2. The following definitions shall apply in administering these provisions relating to the Family Trust. The Required Minimum Distribution such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid a penalty, the Trustee may, in the Trustee's sole discretion, refrain from withdrawing any amount from the Retirement Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. If my Wife is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or

Regulations), the Applicable Distribution Period means the life expectancy of my Wife. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is my intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Agreement shall apply

4. Notwithstanding the foregoing, if my death occurred on or after my “required beginning date” with respect to such benefit, the Required Minimum Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to such benefit during such year, minus (b) amounts actually distributed to me with respect to such benefit during such year. Life expectancy, and the meaning of “required beginning date” and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

E. Designated Beneficiary Status and Accumulation of Retirement Benefits in Descendants’ Separate Trusts. The following provisions shall be applicable to each Descendant’s Separate Trust held hereunder with respect to all my interest in any Retirement Plan from which Retirement Benefits (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an “employee” before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustee of that Descendant’s Separate Trust (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of my death, the Trustee of such trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustee deems advisable in its sole discretion. All amounts so withdrawn or which are otherwise paid or payable to the Trustee of that Descendant’s Separate Trust, along with all income with respect thereto and all changes, increases and decreases thereof (collectively the “Descendant’s Separate Trust Designated Beneficiary Portion”), shall be accounted for by the Trustee, and shall be subject to the distribution and other provisions with respect to that Descendant’s Separate Trust, both during the Beneficiary’s lifetime and at the Beneficiary’s death, provided that, notwithstanding anything

to the contrary, (a) if the Beneficiary is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), none of the Beneficiary’s Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant’s Separate Trust or any other provision (whether under this Agreement or under applicable law of intestacy or otherwise), to anyone other than the Beneficiary, during the Beneficiary’s life, and (b) none of such Descendant’s Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant’s Separate Trust, the terms of any trust to which property of that Descendant’s Separate Trust passes following the death of any descendant of mine, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable law of intestacy or otherwise), to anyone other than an individual (for purposes of illustration and without limitation, none of the Descendant’s Separate Trust Designated Beneficiary Portion shall ever be distributed to any charitable organization contributions to which are deductible for Federal income, estate and gift tax purposes, or to a trust of which such a charitable organization is a beneficiary). The intent of these provisions is to allow the Retirement Plan to be distributed to the Trustee over the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder without a penalty, including over the life expectancy of the Beneficiary if the Beneficiary is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), rather than being subject to the default payout rule applicable to beneficiaries who are not designated beneficiaries under Code Sec. 401(a)(9) and the Regulations thereunder. In order to satisfy that intent, if the Beneficiary is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death, in the event that it is necessary to consider potential beneficiaries of the Descendant’s Separate Trust Designated Beneficiary Portion following the death of the Beneficiary in determining the longest period permitted for distribution of the Descendant’s Separate Trust Designated Beneficiary Portion under Code Sec. 401(a)(9) and the Regulations thereunder (other than for purposes of determining that all potential beneficiaries are individuals), the following shall apply: in addition to the limitation on distributions set forth above, none of the Descendant’s Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant’s Separate Trust, the terms of any trust to which Descendant’s Separate Trust property passes following the Beneficiary’s death, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than (a) an individual born at the same time or after the Beneficiary, or (b) a descendant of mine. For purposes of determining the distribution of the Descendant’s Separate Trust Designated Beneficiary Portion in accordance with this paragraph, any entity excluded from distribution of the Descendant’s Separate Trust Designated Beneficiary Portion, shall be deemed to no longer be in existence at my death and any individual excluded from distribution of the Descendant’s Separate Trust Designated Beneficiary Portion shall be deemed to have predeceased me.

2. The following definitions shall apply in administering these provisions relating to such trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid the penalty, the Trustee may, in the Trustee's sole discretion, refrain from withdrawing any amount from the Retirement Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. If the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), the Applicable Distribution Period means the life expectancy of the Beneficiary. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is my intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be interpreted as void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Agreement shall apply.

4. Notwithstanding the foregoing, if my death occurred on or after my "required beginning date" with respect to such benefit, the Required Minimum Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to such benefit during such year, minus (b) amounts actually distributed to me with respect to such benefit during such year. Life expectancy, and the meaning of "required beginning date" and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

F. Exclusion of Retirement Benefits from Creditors. Anything to the contrary in this Agreement notwithstanding, any Retirement Benefits payable to the Trustee under this Agreement shall, however, never be or become part of my probate or testamentary estate hereunder, and nothing in this Agreement shall be deemed to subject those proceeds to payment of my debts or expenses.

ARTICLE XIX
Life Insurance

The following provisions concern proceeds of life insurance that become payable or distributable to the Trustee under this Agreement (whether directly or through my estate) by reason of my death:

A. Disposition of Insured's Interests. Life insurance proceeds on my life shall be allocated as follows:

1. To the extent there is insufficient other property to satisfy any of the Formula Gifts, proceeds of such life insurance, resulting in a value as finally determined for Federal estate tax purposes equal to the insufficiency (or as much of the insufficiency as possible) shall be allocated in satisfaction of such Formula Gifts. To the extent that less than all of the Retirement Benefits, which are to be allocated as provided in the Article entitled "Retirement Benefits", and proceeds of such life insurance, which are to be allocated as provided in this Article, are required to satisfy such insufficiency, proceeds of such life insurance shall be allocated first in the manner provided above, and then proceeds of Retirement Benefits shall be so allocated.

2. Subject to the foregoing, life insurance proceeds shall be disposed of in the same manner as my Residuary Trust Fund under this Agreement. These provisions are subject to the following exemptions from creditors.

B. Exclusion of Proceeds from Creditors. Anything to the contrary in this Agreement notwithstanding, any proceeds of life insurance payable to the Trustee under this Agreement shall, however, never be or become part of my probate or testamentary estate, and nothing in this Agreement shall be deemed to subject those proceeds to payment of my debts or expenses.

ARTICLE XX
Payment of Death Taxes

A. All Apportioned Except Preresiduary Gifts. All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Sec. 2031(c)(5)(C) or 2032A(c), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) that result from my death and that are imposed by any domestic or foreign taxing authority as a result of my death, but only to the extent imposed upon property passing under my Will or this Agreement, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of my Residuary Trust Fund as an administration expense. Such taxes on property not passing under this Agreement or my Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the

Internal Revenue Code and any provisions of other applicable law apportioning such taxes. I acknowledge that the actual burden of death tax may be borne, in whole or in part, by the Estate Tax Exemption Gift by reason of the formula by which the size of that gift is determined.

B. Modifications. However, the following clarifications and/or modifications of the general rule set forth in the preceding paragraph shall apply:

1. All taxes generated by my Residuary Trust Fund shall be apportioned within my Residuary Trust Fund to the share or shares generating the tax, but shall not be apportioned between current and future interests, such as a life estate and remainder, even if one and not the other is taxable.

2. The tax on any QTIP property included in my gross estate under Code Sec. 2044 shall be apportioned and paid in the manner provided in Code Sec. 2207A. If not already provided by applicable law, to the extent that I have the power to do so, I direct that state and foreign taxes shall be apportioned to and paid from the property at the marginal rate in the same way Federal tax is payable, so that QTIP property shall contribute all the additional tax at the marginal rate caused by its inclusion. I further direct that any provision of my Wife's Will or other governing instrument which provides which portion of a trust, or which of two or more trusts, of QTIP property should pay taxes shall be followed and the Trustee shall pursue any right of reimbursement against such trusts only in a manner consistent with that provision.

3. To the extent any interests in properties pass to a trust that could qualify for the Federal estate tax marital deduction by an election by my Personal Representative under Code Sec. 2056(b)(7) and are not allowed as a Federal estate tax marital deduction, taxes shall be borne by those interests in properties not allowed as a Federal estate tax marital deduction to the extent the taxes thereon exceed what those taxes would have been if the value of those interests in properties for Federal estate tax purposes had been allowed as a Federal estate tax marital deduction.

4. If I have a general power of appointment over any property which is included in my gross estate under Code Sec. 2041, I do not otherwise exercise the power, and the general power is exercisable by this Agreement, then I hereby exercise the power and appoint to the Trustee an amount equal to the additional tax at the marginal rate caused by the inclusion of the property subject to the power in my gross estate (and not just its proportionate share of tax at the average rate). If any power is not exercisable in this manner, then I direct that the additional tax at the marginal rate caused by the inclusion of the property subject to the power in my gross estate (and not just its proportionate share of tax at the average rate) be apportioned to the property subject to the power. If any power is not exercisable in the manner described above and the direction to apportion the tax to the property subject to the power is not effective under applicable law, then the tax on the property subject to the power shall be apportioned and paid in the manner provided by the Internal Revenue Code and applicable law. However, this shall not apply to taxes on property included in my gross estate solely because I had a withdrawal right

over a fractional share or pecuniary portion of the property, limited to the amount set forth in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000)) or the percentage set forth in Code Sec. 2514(e)(2) (currently, Five Percent (5%)), which shall be paid out of my Residuary Trust Fund as an administration expense, without apportionment, and before any determination of my Residuary Trust Fund or of any shares or interests therein.

5. Taxes on Retirement Benefits shall be paid out of my Residuary Trust Fund as an administration expense without apportionment and with no right of reimbursement from the recipient or recipients of these benefits and before any determination of my Residuary Trust Fund or of any shares or interests therein.

6. Any generation-skipping transfer tax (other than a tax on a direct skip of property passing as part of the Trust Fund and disposed of under this Agreement prior to the disposition of my Residuary Trust Fund) shall be charged to the property constituting the transfer in the manner provided by Code Sec. 2603(b).

7. Taxes imposed under Code Sec. 2701(d) shall be apportioned and paid as an additional estate or gift tax as provided in Chapter 14 of the Code.

C. Specific Reference to Code Sections. I hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036) and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the Code) and to corresponding provisions of state law, and I direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

D. Apportionment Prevails Over Abatement. If payment of taxes from my Residuary Trust Fund in accordance with the foregoing exhausts the share or shares of my Residuary Trust Fund that generate the tax, the balance of tax due shall first be charged to the Formula Gifts, and any balance due after that shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

ARTICLE XXI Trust Protector

A. Trust Protector Appointment.

1. The "Trust Protector" of each trust under this Agreement shall be _____.

2. A Trust Protector who is appointed in this Article shall serve as Trust Protector of each trust under this Agreement except where this Article or some other provision of this Agreement specifically provides otherwise, and the provisions that relate to the Trust Protector shall be separately applicable to each trust under this Agreement.

3. No trust is required to have a Trust Protector acting with respect to that trust.

4. All trusts need not have or continue to have the same Trust Protector.

B. Successor Trust Protectors.

1. Any Trust Protector may resign at any time without court approval and whether or not a successor has been appointed by providing prior written notice of such resignation to the Trustee.

2. The Trust Protector may appoint one or more individuals or corporations with fiduciary powers to be successor Trust Protector to take office upon the death, resignation or incapacity of the Trust Protector. Any appointment shall be in an acknowledged writing, may be made to become effective at any time or upon any event, and may be single or successive, all as specified in the instrument of appointment. Any appointment may be changed or revoked until it takes effect. In the event that two or more instruments of appointment (or revocation) by the same Trust Protector exist and are inconsistent, the latest by date shall control.

3. If the office of Trust Protector is vacant and no successor takes office pursuant to any other provision of this Agreement, one or more individuals or corporations with fiduciary powers may be appointed as Trust Protector by my Wife if then living and competent, otherwise by a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of such trust.

4. The following persons may not be appointed as Trust Protector: (i) any person who is a beneficiary of a trust hereunder, (ii) the spouse or former spouse of a beneficiary of a trust hereunder, and (iii) any person who is related or subordinate within the meaning of Code Sec. 672(c) to either of the foregoing.

C. General Provisions Regarding Trust Protector.

1. If two Trust Protectors are eligible to act on a given matter, they shall act by unanimity, and if more than two Trust Protectors are eligible to act on a given matter, they shall act by majority.

2. No discretionary distribution shall be made from any trust that would discharge or substitute for a legal obligation of any person serving as Trust Protector even if such a distribution would otherwise be authorized under the terms of the trust.

3. Trust Protectors shall not be entitled to compensation merely by holding the office of Trust Protector; however, Trust Protectors shall receive reasonable compensation for services rendered to a trust hereunder in accordance with the law of the State

of Florida in effect at the time of payment, unless the Trust Protector waives compensation. Trust Protectors shall be compensated by agreement with the Trustee or, in the absence of such agreement, by agreement with a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal of the trust created hereunder for which the Trust Protector is then serving, provided that such compensation shall not exceed the amount allowable by law at the time compensation becomes payable. In addition, the Trust Protector shall be reimbursed for any reasonable expense incurred in performing the duties of Trust Protector.

D. Trust Protector Authority.

1. The Trust Protector shall have the right to remove any Trustee (other than me, my Wife or a descendant of mine) of a trust under this Agreement. If a Trustee is removed by the Trust Protector, any successor Trustee appointed by the removed Trustee shall not take office. The Trust Protector shall also have the right to appoint an individual or corporation with fiduciary powers to replace the removed Trustee or whenever the office of Trustee of a trust becomes vacant.

2. An individual or corporation that is related or subordinate within the meaning of Code Sec. 672(c), either (1) to the Trust Protector, (2) to me when I am alive and the Trust Protector is related or subordinate to me, or (3) to the Trust Protector when the Trust Protector is an Interested Trustee or would be an Interested Trustee if the Trust Protector were serving as Trustee shall not be appointed as Trustee. If more than one person is serving as Trust Protector, the preceding sentence shall prohibit the appointment of any Trustee that could not be appointed by each such person if serving alone as Trust Protector.

3. The Trust Protector's authority shall be exercisable only in a fiduciary capacity; however, the Trust Protector shall be under no fiduciary duty or requirement to monitor any Trustee, and shall be under no fiduciary duty or requirement to exercise the authority granted hereunder. Furthermore, the Trust Protector shall have no duty to keep informed as to the acts or omissions of any Trustee or to take any action to prevent or minimize loss. The Trust Protector is exonerated from any and all liability for the acts or omissions of any Trustee or beneficiary hereunder of which the Trust Protector is unaware. Except for any matter involving the Trust Protector's bad faith, willful misconduct or reckless indifference to the purposes of the trust or the interests of the beneficiaries proved by clear and convincing evidence, no Trust Protector shall incur any liability by reason of any error in judgment, mistake of law, or action of any kind taken or omitted to be taken hereunder.

4. Any exercise or non-exercise of the authority granted to the Trust Protector shall be in the sole and absolute discretion of the Trust Protector, and shall be binding and conclusive on all persons.

5. The Trust Protector may release the Trust Protector's power to remove a particular Trustee and such release may be limited to the releasing Trust Protector or made binding upon any successor Trust Protector.

ARTICLE XXII

Trustees

A. Appointment of Trustee.

1. I appoint myself, JOHN A. DOE, to serve as Trustee hereunder.
2. I appoint my Wife, JANE B. DOE, to serve as Trustee hereunder if and when I cease to qualify or serve as Trustee.
3. I appoint my son, JEFFREY C. DOE, to serve as Trustee hereunder if and when all other Trustees previously appointed fail or cease to qualify or serve as Trustee.
4. Notwithstanding any provision of this Paragraph A to the contrary, a descendant of mine who is the Beneficiary of a Descendant's Separate Trust under this Agreement shall have the right at any time after he or she attains thirty (30) years of age to serve as Co-Trustee of his or her own Descendant's Separate Trust. The Beneficiary shall exercise this right by giving written notice to the Trustee or Trustees then serving.

B. Co-Trustees. A Co-Trustee may be appointed by a then serving Trustee (the "appointing Trustee") at any time, regardless of how many Trustees are serving, provided that all other Trustees who may then be serving consent to such appointment. A Co-Trustee so appointed hereunder shall serve while the appointing Trustee serves, and shall continue to serve if the appointing Trustee ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve. Any appointment of a Co-Trustee hereunder shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

C. Successor Trustees. If a specific successor Trustee is named to succeed a particular Trustee named in this Article, such specific successor Trustee shall serve as successor as appointed above. In all other cases, a Trustee (the "appointing Trustee") may appoint successor Trustees in accordance with this paragraph:

1. Any individual Trustee serving at any time may appoint a successor Trustee to serve when the appointing Trustee ceases to serve as Trustee.
2. If an appointing Trustee names a successor Trustee, and if I have also named or provided for the appointment of one or more successor Trustees herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Trustee shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

D. Removal of Corporate Trustees. The Trust Protector serving at any time, or if there is no Trust Protector serving, the individual Trustee serving at any time, or if there is no individual Trustee serving, a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from a trust hereunder shall have the right to remove, for any reason or no reason at all, and replace a corporate Trustee hereunder, whether that Trustee is currently serving or has been named or designated to serve in the future, with a corporation or other entity with fiduciary powers.

E. Filling Trustee Vacancies. If there is neither an effectual appointment of a successor Trustee nor any effectual provision otherwise hereunder for the appointment of a successor Trustee, the Trust Protector then serving, or if there is no Trust Protector serving, a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from a trust hereunder shall have the right to appoint an individual, corporation or other entity with fiduciary powers whenever the office of Trustee becomes vacant.

F. Compensation of Trustees. An individual Trustee shall receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or, if there is no individual Trustee serving, by agreement with a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from the trust of which the corporate Trustee is serving. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

ARTICLE XXIII Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. In the event that the sole Trustee of a trust is a beneficiary of the trust, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee as provided herein. A beneficiary's interest shall not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole Trustee. If this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.

2. Separate trusts hereunder may have different Trustees.

3. A Trustee may be appointed pursuant to this Article for a limited purpose or time or to hold only specified powers.

4. To the extent not prohibited by applicable law, any Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Trustee complies with any applicable state law governing the resignation of the Trustee that may not be waived by a governing instrument.

5. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee. A successor Trustee may accept the account rendered and the property delivered to the successor Trustee by or on behalf of the predecessor Trustee as a full and complete discharge of the predecessor Trustee without incurring any liability or responsibility for so doing. The successor Trustee shall be indemnified out of trust property for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Trustee occurring before the date the trust property was received by the successor Trustee.

6. No individual fiduciary hereunder shall participate in any decision with respect to any tax election or option, under Federal, state or local law that could enlarge, diminish or shift his or her beneficial interest hereunder from or to the beneficial interest hereunder of another person. Any such tax election or option shall be made only by a fiduciary or fiduciaries that do not have a beneficial interest hereunder or whose beneficial interest could not be enlarged, diminished or shifted by the election or option. If the only fiduciary or fiduciaries who otherwise could exercise such tax election or option hold beneficial interests hereunder that could be so enlarged, diminished or shifted, another individual or a bank or trust company (but not an individual, bank or trust company that is related or subordinate within the meaning of Code Sec. 672(c) to any acting fiduciary hereunder) shall be appointed by the fiduciary or fiduciaries by an acknowledged instrument delivered to the person so appointed and the fiduciary so appointed shall alone exercise any such election or option.

7. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall deliver all records and trust property in the Trustee's possession with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee, or any other person entitled to the records or trust property within a reasonable amount of time after the Trustee ceases to act, and unless a Trustee is then acting with respect to such trust, the Trustee who ceases to act shall continue to have all of the duties of a Trustee and the powers necessary to protect the records and trust property until delivered as provided herein.

B. Accountings and Other Proceedings.

1. I direct that a trust hereunder be subject to independent administration with as little court supervision as the applicable state law allows. The Trustee shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. The Trustee

shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustee shall determine. The Trustee shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of the trust. The Trustee shall not be required to register any trust hereunder except as required by law.

2. I direct that in any proceeding relating to a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. Authorization of Conflict of Interest. I have appointed the persons named in this Agreement as the Trustee hereunder, cognizant of the fact that they may also serve as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities which may form a substantial part of my estate or any trust hereunder, and that their interests as Trustee hereunder may conflict with their individual interests as such general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities. Notwithstanding the foregoing, I wish these persons to serve as Trustee because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the partnerships, corporations or other business entities to manage and operate the partnerships, corporations or other business entities, including making decisions related to the sale of any real property held by any such partnership, corporation or other business entity and the reinvestment of the proceeds of sale in a new real estate project. In addition, I authorize any Trustee to act as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities, and to receive compensation for his, her or its services.

D. Fiduciary to Fiduciary Self-Dealing. Except to the extent a restraint on self-dealing may not be waived under applicable local law by a governing instrument, I authorize any Trustee acting hereunder, without court approval or notice, (i) to purchase or otherwise acquire assets from and (ii) to sell, transfer, exchange or loan any assets to any trust of which such Trustee is acting as a trustee and/or any estate of which such Trustee is acting as a Personal Representative in any manner, at any time or times, and upon such terms, credits and conditions as the Trustee may deem advisable notwithstanding that such participation otherwise may be an act of self-dealing under applicable state law.

E. Continuation of Trustee's Powers. Powers granted to the Trustee hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustee until property is actually distributed to a beneficiary. By way of illustration and not by way of limitation, the Trustee may invest and reinvest and take all

investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed “as it is then constituted” until such property is actually distributed.

F. Additional General Provisions Regarding Fiduciaries.

1. Until the Trustee shall receive written notice of any event, including birth, marriage, divorce, performance of education requirements, death, or any other event which affects the administration or distribution of a trust, the Trustee shall not be liable for a loss resulting from the Trustee’s lack of knowledge.

2. Under this Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may, but need not, have the same investments and may, but need not, follow the same pattern of distributions. The Trustee’s powers shall be exercisable separately with respect to each trust.

3. Except to the extent, if any, specifically provided otherwise in this Agreement, references to the Trustee shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustee and, if two Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Trustees are eligible to act on a given matter, they shall act by majority. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments). In the exercise of discretion over distributions, if this Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, then the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

4. The Trustee shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of the trusts under this Agreement or in furtherance of his or her fiduciary duties and obligations.

5. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or any beneficiary.

6. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of a trust hereunder may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Trustee or such a firm.

7. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation. The Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct, may make short sales of any type, and may engage in any other type of financial investment or arrangement even if not specifically described herein and even if not currently used in markets at the time of execution of this Agreement. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment. The Trustee may, but need not, favor retention of assets originally owned by me. The Trustee shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. The Trustee may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Agreement.

8. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay fees for such services to such Trustee or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Trustee to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as a Trustee and the professional services rendered, except as specifically limited by law.

9. No state law restraint on acts of self-dealing by a fiduciary shall apply to my Wife or a descendant of mine, if acting as a Trustee hereunder, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Agreement, such Trustee may enter into transactions on behalf of a trust hereunder in which that Trustee is personally interested so long as the terms of such transaction are fair to the trust. For example, such Trustee may purchase property from the trust at its then fair market value without court approval.

10. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith, with reckless indifference to the purposes of the trust or the interests of the beneficiaries, or in violation of specific provisions of this Agreement. If I have set forth general guidelines (as opposed to directions or dollar limits) for the Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be

criticized or compelled. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance or support (including support in an accustomed manner of living), as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith; except that if I have provided that the Trustee "may" (as opposed to "shall") distribute income or principal pursuant to such an ascertainable standard, the Trustee's exercise of discretion to make distributions pursuant to that ascertainable standard shall be absolute and uncontrolled and shall not create an enforceable right whereby a distribution could be compelled, it being my intent to limit the Trustee's discretion by an ascertainable standard, not require the Trustee to make distributions pursuant to that ascertainable standard. An Interested Trustee who is otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the trust property to be subject to the claims of the creditors of such Interested Trustee.

11. Notwithstanding any other provision of this Agreement, each Trustee (other than me) is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Agreement, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance or support in his or her accustomed manner of living, as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), shall consider all resources reasonably available to himself or herself. Subject to that, in exercising discretion over distributions, the Trustee may consider or disregard other resources available to any beneficiary.

12. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

13. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

14. Unless I have specifically provided otherwise, and subject to any ascertainable standard governing its exercise for Federal tax purposes under Code Sec. 2041(b), the Trustee's discretionary power to distribute income or principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others, whether or not the terms of the trust specifically mention that possibility.

G. Waiver of Bond. No Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE XXIV Governing Law and Trustee Powers

The interpretation and operation of the trust shall be governed by the laws of the State of Florida. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to the trust. The Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. The powers of the Trustee shall include the following:

A. Deceased Spousal Unused Exclusion Amount Election. If there is no Personal Representative appointed for my estate, I direct that the Trustee do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable Federal estate tax law. My Wife shall have no obligation to make any payment to the Trust or to any other beneficiaries of the Trust in order for the Trustee to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions hereunder because this election was made.

B. Special Trustee Liability Provision. Some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of any other Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, provided the Trustee agrees to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph.

C. Allocate Receipts and Disbursements. The Trustee (excluding, however, any Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as the Trustee (excluding, however, any Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law.

D. Grant Conservation Easement. The Trustee may grant a conservation easement described in Code Sec. 2031(c) over any real property passing under this Agreement and without the consent or joinder of any devisee of such real property or of any court or other judicial office.

E. Oil and Gas. The Trustee may, with respect to rights or interests in oil, natural gas, minerals and other natural resources (together with related equipment), including oil and gas royalties and leases, whether owned in fee, as lessee, lessor, licensee, concessionaire or otherwise, or alone or jointly as partner, joint tenant, joint venturer or in any other non-corporate manner: (i) drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly with others, any such rights or interests; (ii) enter into operation, farm-out, pooling or unitization agreements in connection with any or all of such rights and interests; and (iii) extract, remove, process, convert, retain, store, sell or exchange such rights and interests and the production therefrom, all in any manner, to any extent, on any terms and for any consideration.

F. Amortize Securities Premiums. The Trustee (excluding, however, any Interested Trustee) may amortize, in whole or in part, the premium on securities received or purchased at a premium, or treat as income the gross return from such securities. I anticipate (but I do not direct) that the Trustee will consider amortization when failure to amortize would result in a substantial impairment of principal.

G. Qualification of Eligible Property. If there is no Personal Representative appointed for my estate, the Trustee may determine whether and to what extent to elect to qualify any eligible property for the Federal or state marital deduction, even though a Trustee may have an interest affected by the election, and such election, if made, shall have the same effect as if it had been made by my Personal Representative for purposes of this Agreement. No Trustee shall have any liability to any person on account of having made or having refrained from making this election in good faith.

H. Negating Power of Appointment for Interested Trustee as Beneficiary. Notwithstanding any other provision of this Agreement, no Interested Trustee who is a beneficiary of any trust created hereunder shall ever participate as Trustee of that trust in (i) the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications, uses or accumulations of income or principal by the Trustee to or for any beneficiary other than pursuant to an ascertainable standard, if any, expressly set forth and authorized in this Agreement, or (ii) the exercise of any general power of appointment described in Code Sec. 2041 or 2514 (but this shall not apply to a general power of appointment, if any, granted in a non-fiduciary capacity). If any Trustee is under a duty to support a beneficiary or is

acting as a guardian, conservator, or similar fiduciary of any person who is a beneficiary, such Trustee shall not participate in the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications or uses of trust property in discharge of any obligation of support. No Trustee shall participate in the exercise of any discretion (including, but without limitation, any discretion which would constitute an “incident of ownership” within the meaning of Code Sec. 2042(2)) with respect to any insurance policy on his or her life held hereunder. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall have any power of appointment over or power to direct the beneficial enjoyment of the fractional share of any trust hereunder consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard. The limitations in this paragraph shall not apply to me if I am serving as Trustee. For purposes of this paragraph, I shall be considered the only beneficiary of the trust during my lifetime.

I. Security Interests. The Trustee may grant security interests and execute all instruments creating such interests upon such terms as the Trustee may deem advisable.

J. Tax Elections and Allocations. The Trustee may make all tax elections and allocations the Trustee may consider appropriate, including any election to treat this revocable trust as part of my estate for income tax purposes, even though a Trustee may have an interest affected by the election, except where a Trustee is prohibited from participating in the election by another provision of this Agreement; provided, however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

K. Determinations About Property. The Trustee may determine what property is covered by general descriptions contained in this Agreement.

L. Investment Responsibility. The Trustee may retain any property originally owned by me and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including, without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which a Trustee is a partner) and other forms of joint investment (which may but need not be managed by, advised by or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by the Trustee.

M. Compromise Claims or Debts. The Trustee may compromise claims or debts and abandon or demolish any property which the Trustee shall determine to be of little or no value.

N. Borrowings. The Trustee may borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds

borrowed, including the establishment of a margin account. In addition, I, while acting as Trustee, and any Disinterested Trustee may guarantee any loan made to a beneficiary of any trust hereunder, and may issue indemnifications as reasonably necessary and pledge trust assets as security for any such loan, guarantee or indemnification. No Trustee shall be personally liable for any such loan, guarantee or indemnification, and such loan, guarantee or indemnification shall be payable only out of assets of the trust.

O. Sale or Exchange of Property. The Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. The Trustee may give such warranties or indemnifications as the Trustee may deem advisable.

P. Participation in Mergers and Reorganizations. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders and delegate discretionary powers (including investment powers) in entering into the arrangement.

Q. Allocate Gain to Income or Principal. The Trustee (other than any Interested Trustee) may allocate within the meaning of Reg. §1.643(a)-3(b) to income or to principal, or partly to income and partly to principal, all or part of the realized gains from the sale or exchange of trust assets; provided, however, that, if income is defined under an applicable state statute as a unitrust amount and the trust is being administered pursuant to such statute, the allocation of gains to income must be exercised consistently and the amount so allocated may not be greater than the excess of the unitrust amount over the amount of distributable net income determined without regard to Reg. §1.643(a)-3(b).

R. Character of Unitrust Amount Paid. The Trustee (other than any Interested Trustee) may, within the meaning of Reg. §1.643(a)-3(e), specify the tax character of any unitrust amount paid hereunder. The Trustee (other than any Interested Trustee) may take any action that may be necessary in order for such specification to be respected for tax purposes.

S. Distributions as Paid from Capital Gains. The Trustee (other than any Interested Trustee) may deem, within the meaning of Reg. §1.643(a)-3(e), any discretionary distribution of principal as being paid from capital gains realized during the year. The Trustee (other than any Interested Trustee) may take any action that may be necessary in order for such deeming to be respected for tax purposes.

T. Distributions in Cash or Kind. The Trustee may, without the consent of any beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the beneficiaries (including any trust) in such proportions, not necessarily pro rata, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share. The decision of the

Trustee in dividing any portion of the Trust Fund between or among multiple beneficiaries shall be binding on all persons.

U. Application of Property. The Trustee may apply to the use or for the benefit of any individual, any property whether principal or income, that otherwise would or could be distributed directly to such individual.

V. Improvements to Property. The Trustee may, with respect to any real property: (i) partition, subdivide or improve such property and enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which a trust hereunder has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.

W. Acquisition and Maintenance of Real Property. The Trustee may acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any one or more of the beneficiaries of any trust whenever that action is consistent with the terms of that trust, and, if the Trustee shall determine that it would be in the best interests of the beneficiaries of that trust (and consistent with the terms of that trust) to maintain a residence for their use but that the residence owned by that trust should not be used for such purposes, the Trustee may sell said residence and apply the net proceeds of sale to the purchase of such other residence or make such other arrangements as the Trustee shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of that trust and thereafter held, administered and disposed of as a part thereof. The Trustee may pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including independent contractors) and other expenses incident to the running of a household for the benefit of the beneficiaries of that trust. Without limiting the foregoing, the Trustee may permit any income beneficiary of any trust created hereunder to occupy any real property or use any personal property forming a part of that trust on such terms as the Trustee may determine, whether rent free or in consideration of payment of taxes, insurance, maintenance and ordinary repairs or otherwise. In the case of any trust created under this Agreement that qualifies for the marital deduction, such occupancy shall be rent free and any other condition shall be consistent with the intention that my Wife have that degree of beneficial enjoyment of the trust property during life which the principles of the law of trusts accord to a person who is unqualifiedly designated as the life beneficiary of a trust, so that my Wife's interest is a qualifying income interest for life for purposes of the marital deduction.

X. Acquisition and Maintenance of Personal Property. The Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of

income, and without any duty to convert such property to productive property, subject, however, to any right of my Wife to demand that any property held in a trust for her be made productive and pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee deems suitable for the purpose.

Y. Digital Assets and Accounts. The Trustee may take any action with respect to any Digital Assets, Digital Accounts, and Digital Devices held as part of any trust hereunder (whether by explicit transfer or by general assignment), or which are, or were, owned or lawfully used by me in connection with any asset held as part of any such trust, as the Trustee shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which is, or was, owned or lawfully used by me, individually or jointly, and (c) the authority to change a username and password used by me to gain access to such accounts and information. I expressly authorize the disclosure to the Trustee of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of electronic communications sent or received by me, and (b) all content of electronic communication sent or received by me. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my “lawful consent” for the Trustee to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may require such consent or authorization. The authority granted under this paragraph is intended to provide the Trustee with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, or associated with or used in connection with the Business (as defined in the Article herein entitled “The Closely-Held Business”), to the extent permitted under Section 740.003 of the Florida Statutes.

Z. Hold Trusts as Combined Fund. The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

AA. Consolidation of Trusts. After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may consolidate any trust with another trust if the consolidation will not impair the rights of any beneficiary or adversely affect the

achievement of the purposes of the trust and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came. Without in any way limiting the discretion of the Trustee granted by this paragraph, I envision that the Trustee will not elect to consolidate two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

BB. Division of Trusts. After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable the GST Exemption to be allocated separately to one of the trusts, to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them or otherwise to make possible a separate trust with a zero inclusion ratio because the trusts have different transferors for GST purposes or for any other tax or non-tax purpose, provided the division does not impair rights of any beneficiary or adversely affect the achievement of the purposes of the trust. Any such division shall be by fractional shares and each share shall participate pro rata in income, appreciation and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000))) shall be applied to the separate trusts based on the fractional shares into which they are divided. Any such division may be retroactive to an earlier effective date, and each separate trust created by the division shall be treated as a separate trust for all purposes from the date on which the division is effective. If a trust is divided pursuant to this paragraph into two trusts, one that is exempt from Federal generation-skipping transfer tax (“GST Exempt Trust”) and one that is not exempt from Federal generation-skipping transfer tax (“GST Non-Exempt Trust”), then, without limiting the Trustee’s discretion, hereunder I suggest that no distribution of principal be made from such GST Exempt Trust until the principal of such GST Non-Exempt Trust is exhausted, unless there is a compelling reason to do so.

CC. Loans. The Trustee may make loans to, may buy property from, and generally shall have the power to make contracts with my estate or my Wife’s estate, or the trustee of any trust subject to any wealth transfer tax upon either of our deaths, regardless of the fact that one or more or all of the persons serving as Trustee hereunder are also serving as a selling or borrowing or otherwise contracting Personal Representative or Trustee; provided that such loans shall be for adequate interest and shall be adequately secured, and such purchases shall be for the property’s then fair market value.

DD. Reliance Upon Advice. The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

EE. Trustee as Agent. Trustees serving in any jurisdiction in which a corporate trustee is unable to serve as Trustee may use such corporate trustee as an agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate trustee such compensation for its services as an agent as shall be agreed upon by all Trustees.

FF. Additions to Trust. The Trustee may accept or decline to accept additions from any source.

GG. Division of QTIP Property. If the Personal Representative makes the so-called QTIP Election under Code Sec. 2056(b)(7) over a portion (but less than all) of any property passing to a trust hereunder, the Trustee is authorized to divide such property as to which the election was made and the portion as to which it was not made in the manner prescribed by Reg. §20.2056(b)-7(b) or any successor Regulation. Those shares shall be held and administered by the Trustee as separate trusts with identical terms, so that one of said trusts is entirely subject to said election and the other is not subject to it. However, the Trustee may manage and invest such separate trusts in solido. One of the purposes in authorizing such division is to enable the separate allocation of GST Exemption to one or both of said trusts.

HH. Administration of Multiple Trusts. Whenever two trusts created under this Agreement are directed to be combined into a single trust (for example, because property of one trust is to be added to the other trust), whether or not the trusts have different inclusion ratios with respect to any common transferor or have different transferors for generation-skipping transfer tax purposes, the Trustee is authorized, instead of combining said trusts, to administer them as two separate trusts with identical terms in accordance with the provisions that would have governed the combined trusts. However, the Trustee may manage and invest such separate trusts in solido. If anyone (for example, my Wife) adds or is deemed to add by gift or bequest property to a trust created under this Agreement, I authorize the Trustee to hold the added property as a separate trust with terms identical to the trust to which it would have been added and the Trustee may manage and invest such separate trusts in solido.

II. Custodian Employed. The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

ARTICLE XXV S Corporation Stock

Before the date on which any “S Corporation Shares” (defined below) otherwise would pass to or be treated as held by an “Ineligible Trust” (defined below), the Trustee (excluding, however, any Interested Trustee) may elect to hold these S Corporation Shares in one or more separate trusts or shares as set forth in this Article. The Trustee (excluding, however,

any Interested Trustee) may elect to hold such S Corporation Shares under the paragraph entitled “Qualified Subchapter S Trusts” or the paragraph entitled “Electing Small Business Trusts,” as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares otherwise would be held under this Agreement.

A. Qualified Subchapter S Trusts. Any S Corporation Shares held under this paragraph shall be held on the following terms:

1. Each trust held under this paragraph shall be a separate trust or substantially separate and independent share, as defined in Code Sec. 1361(d)(3), held for the benefit of one beneficiary. Any reference in this paragraph to a beneficiary’s separate trust shall refer equally to any substantially separate and independent trust share.

2. Until the “QSST Termination Date” (defined below), the Trustee shall annually distribute all the trust’s “Net Income” (defined below) to the sole beneficiary of each trust held under this paragraph, together with as much of that trust’s principal as is appropriate under the standard contained in the trust which otherwise would have held such S Corporation Shares. The Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

3. Upon the QSST Termination Date, the Trustee shall distribute the remaining trust assets to the beneficiary to whom Net Income was then distributable, if then living, or otherwise in accordance with the terms of the trust which would otherwise have held such S Corporation Shares.

4. The Trustee shall notify the sole beneficiary of each trust held under this paragraph that he or she must timely and properly elect under Code Sec. 1361(d)(2) to cause such trust held to be treated as a Qualified Subchapter S Trust for Federal income tax purposes, and if the beneficiary fails or refuses to do so, the Trustee shall hold such S Corporation Shares under the paragraph entitled “Electing Small Business Trusts.”

5. The Trustee (excluding, however, any Interested Trustee) shall administer any trust under this paragraph as a Qualified Subchapter S Trust, as defined in Code Sec. 1361(d)(3).

6. In the event there is more than one income beneficiary of an Ineligible Trust (defined below), the Trustee shall divide the S Corporation Shares that will be held under this paragraph into separate trusts, based on each beneficiary’s interest in the income of the Ineligible Trust that otherwise would have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may divide the S Corporation Shares into separate trusts for the beneficiaries of such Ineligible Trusts in such manner as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate.

B. Electing Small Business Trusts. Any S Corporation Shares held under this paragraph shall be held on the following terms:

1. The Trustee (excluding, however, any Interested Trustee) shall apportion to the trusts under this paragraph a reasonable share of the unallocated expenses of all trusts under this Agreement in a manner consistent with the applicable Internal Revenue Code and Treasury Regulations.

2. The Trustee shall make that election required by Code Sec. 1361(e)(3) to qualify the trust under this paragraph as an Electing Small Business Trust under Code Sec. 1361(e).

3. The Trustee (excluding, however, any Interested Trustee) shall administer each trust under this paragraph as an Electing Small Business Trust under Code Sec. 1361(e).

C. Implementation. The Trustee (excluding, however, any Interested Trustee) shall manifest its selection of the form in which it shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that otherwise would hold such S Corporation Shares.

D. Definitions. The following definitions apply for purposes of this Article:

1. “Ineligible Trust” means a trust whose ownership of any S Corporation Shares would cause the termination of that corporation’s election to be taxed under subchapter S of the Code.

2. “Net Income” means income, as defined in Code Sec. 643(b).

3. “S Corporation Shares” means shares of any stock of a corporation, or membership interests in a limited liability company that has elected classification as a corporation, that then operates or that the Trustee shall deem likely to operate in the future under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

4. The “QSST Termination Date” means, separately, with respect to each trust held under the paragraph entitled “Qualified Subchapter S Trusts,” the earlier of the date on which the beneficiary dies and the date on which the trust terminates.

E. Application. None of the foregoing provisions of this Article shall apply with respect to any S Corporation Shares that would, but for the provisions of this Article, be held in any trust any portion of the disposition to which would qualify for the Federal estate and/or gift tax marital deduction.

ARTICLE XXVI
The Closely-Held Business

A. Authority to Operate. The Trustee may operate the “Business” (as defined below) and retain any equity interests in the Business, even if these interests otherwise would be a speculative or inappropriate investment for a trust. This authority shall not supersede the right of my Wife to compel that certain trust assets be made productive. The Trustee may do all things related to the operation of the Business that I could have done if living, in a fiduciary capacity, including, but not limited to, the following actions:

1. The Trustee may carry out the terms of any option or buy-sell agreements into which I may have entered.
2. The Trustee may sell or liquidate any of the Business interests at such price and on such terms as the Trustee may deem advisable.
3. The Trustee may arrange for and supervise the continued operations of the Business.
4. The Trustee may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of the Trust Fund.
5. The Trustee may grant, exercise, sell, or otherwise deal in any rights to subscribe to additional interests in the Business.
6. The Trustee may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or Federal securities act; may enter into any underwriting agreements or other agreements necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.
7. The Trustee may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in voting trusts.
8. The Trustee may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that I could have taken as the owner of the Business.
9. The Trustee may invest additional capital in, subscribe to additional stock or securities of and loan money or credit to the Business from the Trust Fund.

10. The Trustee may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.

11. The Trustee may join with the Business as a borrower, may guarantee any loan made to the Business or any related entity in connection with the operation of the Business, may issue indemnifications as reasonably necessary in connection therewith, and pledge assets of the trust as security for any such loan, guarantee or indemnification. The Trustee shall not be personally liable for any such loan, guarantee or indemnification, and such loan, guarantee or indemnification shall be payable only out of the assets of the trust.

B. Additional Compensation. The Trustee shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to the Trustee from the Business, the Trust Fund, or both, as the Trustee may deem advisable.

C. Conflict of Interest Waived. The Trustee may exercise the authorities granted under this Article even if the Trustee shall own personally an interest in the Business.

D. The “Business” Defined. The “Business” means any interest the Trust or I own, representing in the aggregate at least five percent (5%) of the total equity interests in any corporations, general and/or limited partnerships, limited liability companies or other business enterprises formed, operated or beneficially owned or participated in (to the extent of five percent (5%) or more) by the Trust or me. The “Business” does not include any interests that are regularly traded on an established exchange or over-the-counter.

ARTICLE XXVII

Real Estate Investments

A. Authority to Retain. The Trustee may retain all interests that I, the Trust, or both, may own in any real estate that the Trustee shall determine to have been held primarily for investment at my death, even if it otherwise would be a speculative or inappropriate investment. This authority shall not supersede the right of my Wife to compel that certain trust assets be made productive.

B. Authority to Manage. The Trustee may manage any real property or interests in any manner lawful to an owner thereof. This authority includes the right to manage, protect and improve such realty, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to mortgage or pledge it, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire, release, or grant easements or other rights relating to it, to subdivide it, to vacate any subdivision or any part thereof and re-subdivide it from time to time, to lease it in whole or in part and renew, extend, contract for, grant options in connection with leases, and to make any instruments and grant such covenants and warranties as the Trustee may deem advisable. Leases, contracts to sell, mortgages and any contract entered into by the Trustee

can be made on any terms and for any period, including a period beyond the term of the administration of the trust.

C. Environmental Issues. The Trustee shall take into account any environmental law that may be relevant to any real estate included in the Trust Fund.

1. The Trustee may inspect property held directly or indirectly as part of the Trust Fund, including any interests in incorporated or unincorporated business entities, comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as part of the Trust Fund.

2. The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as part of the Trust Fund, either before or after the initiation of an enforcement action by any governmental body.

3. The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.

D. “Environmental Law” Definition. “Environmental law” means any Federal, state or local law relating to the protection of the environment or human health, and “hazardous substances” means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

ARTICLE XXVIII

Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Agreement:

A. Spouse. An individual’s “spouse” (other than with respect to me) is the person (if any) to whom that individual is married at any given time.

B. Descendants. References in this Agreement to a person’s “children,” “grandchildren,” and other “descendants” shall refer respectively to that person’s children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this Agreement as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child's adoptive parent substitutes for the consenting parent under applicable state law.

3. Adoptions and marriages that are recognized under this Agreement shall not affect prior distributions or other interests that have previously vested in possession, but they shall enable a person to receive distributions from or remainder or other interests in a trust still in existence. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person's ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person's ancestors.

C. Contract to Make Will or Trust. I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

D. Survivorship. Any beneficiary hereunder (other than as expressly provided elsewhere herein with respect to my Wife) who dies within ninety (90) days following the date of my death or the termination of or distribution from any trust under this Agreement for which entitlement the date of the beneficiary's death shall be relevant, shall be deemed to have predeceased me or to have died before the termination of or distribution from that trust, as the case may be, for all purposes of this Agreement.

E. Rights in Residence. An income beneficiary of any trust under this Agreement shall, for his or her lifetime, have the continuous and present use, occupancy and possession of any permanent residence of that beneficiary that constitutes part of the corpus of such trust, it being the intent of this provision to grant to such income beneficiary the requisite beneficial interest and possessory right in and to such real property in order to comply with Section 196.041 of the Florida Statutes, such that his or her beneficial interest and possessory right constitutes in all respects "equitable title to real estate", as that term is used in Section 6, Article VII, of the Constitution of the State of Florida.

F. Minor and Adult. Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question, except in cases when this Agreement has specifically defined "Minor" to mean a person under twenty-five (25) years of age.

G. Code and Regulations. References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the

time in question. References to the “Regulations” and “Regs.” are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Agreement. A similar rule shall apply to references to the Regulations.

H. Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of the Trustee with respect to the Digital Assets and Accounts held hereunder:

1. “Catalogue of electronic communications” shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. “Content of electronic communications” shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. “Digital Assets” shall have the same meaning as in Section 740.002 of the Florida Statutes and shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A “Digital Device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. “Digital Accounts” shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

I. Interested Trustee. With respect to any trust, an “Interested Trustee” is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person’s only interest is as

a potential appointee under a non-fiduciary power of appointment held by another person which has not yet been exercised or the exercise of which can take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a “Disinterested Trustee.”

J. Per Stirpes. Property that is to be divided among an individual’s surviving or then-living descendants “per stirpes” or in “per stirpital shares” shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child’s surviving or then-living descendants in the same manner.

K. Personal Representative. Whenever herein a reference is made to a Personal Representative of mine, or to another person’s Personal Representative, such reference shall be to those serving as the fiduciary of that person’s estate, whether the title Personal Representative or a different title applies to such person or persons under applicable state law.

L. Incapacitated Settlor, Trust Protector, or Trustee. No individual (including me) shall serve as Trustee or Trust Protector during any period in which such individual is determined to be incapacitated in accordance with the provisions of this paragraph. An individual shall be deemed to be “incapacitated” if the individual has been adjudged incapacitated or incompetent by a court of competent jurisdiction. An individual shall also be deemed to be “incapacitated,” whether or not there is an adjudication of incapacity or incompetence, if (1) with respect to a Trustee, another then-serving Trustee or, if there is none, the next successor Trustee, receives written certification that the examined individual is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the individual’s ability to make or communicate responsible decisions concerning the individual’s personal welfare or the management of the individual’s or the Trust’s financial affairs and that such impairments are not anticipated to be of short duration, (2) with respect to a Trust Protector, another then-serving Trust Protector or, if there is none, the next successor Trust Protector, or, if none, the oldest beneficiary of the trust with respect to which the Trust Protector is serving, receives written certification that the examined individual is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the individual’s ability to make or communicate responsible decisions concerning the individual’s personal welfare or the management of the individual’s personal financial affairs and that such impairments are not anticipated to be of short duration, or (3) with respect to me, the then-serving Trustee or, if no Trustee other than me is serving, the next successor Trustee, receives written certification that I am having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in my ability to make or communicate responsible decisions concerning my personal welfare or the management of my or the Trust’s financial affairs and that such impairments are not anticipated to be of short duration. For purposes of this paragraph, an impairment that is

anticipated to last less than one (1) month shall be of short duration. The following shall apply to any certification required by this paragraph:

1. The certification shall be valid only if it is signed by a licensed physician who is the primary health care provider of, and has personally examined, the Trustee, the Trust Protector, or me, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual and the other of whom has also personally examined the individual.

2. This certification need not indicate any cause for the incapacity of the Trustee, the Trust Protector, or me.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that I am no longer having significant difficulties or impairments in managing my personal financial affairs, or that the former Trustee is no longer having significant difficulties or impairments in managing the former Trustee's personal financial affairs, or when a serving Trust Protector (or, if none, the oldest beneficiary of the trust with respect to which the former Trust Protector previously served) receives a certification that the former Trust Protector is no longer having significant difficulties or impairments in managing the former Trust Protector's personal financial affairs, as the case may be. This certification, too, shall be valid only if it is signed by a licensed physician who is the primary health care provider of, and has personally examined, the former Trustee, the former Trust Protector, or me, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual, and the other of whom has also personally examined the individual.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on these certifications.

M. GST Exempt and GST Non-Exempt Trusts. As used hereunder, any trust that is wholly exempt from Federal generation-skipping transfer tax shall be known as a "GST Exempt Trust" and any trust that is not wholly exempt from such tax shall be known as a "GST Non-Exempt Trust."

N. Gross Estate. "Gross estate" means my gross estate as determined for Federal estate tax purposes (or for state death tax purposes where relevant).

O. Terms Relating to Formula Gifts. The technical tax-related terms determining the Formula Gifts shall be defined as follows:

1. My “Estate Tax Exemption” means the largest amount that can pass to the Family Trust, as a Formula Gift, without increasing the Federal estate tax.

2. My “Available GST Exemption” means the maximum amount of GST Exemption allowed under Code Sec. 2631(a) at the time of my death, reduced by the amount of GST Exemption which I have allocated or been deemed to have allocated prior to my death and further reduced by the amount of any direct skip made under this Agreement by reason of my death or by my Will.

3. My “Excess GST Exemption” means the amount by which my Available GST Exemption exceeds my Estate Tax Exemption.

4. The “Net Trust Fund” refers to the Trust Fund, as determined after payment of transfer taxes, expenses and other preresiduary gifts, but before payment of any Formula Gift hereunder. The “value of the Net Trust Fund” refers to the value of the Trust Fund, as finally determined for the tax purposes for which the Formula Gift is determined, reduced by the amount paid in transfer taxes, expenses, and other preresiduary gifts, excluding any Formula Gift hereunder.

5. The amounts referenced above and the resulting Formula Gifts shall be calculated using values as finally determined for the tax purposes for which the Formula Gift is determined, and the calculations shall take account of all non-deductible items entering into the calculation of the Federal estate tax, which include, for example, my adjusted taxable gifts during life, non-deductible gifts under or outside this Agreement, state death taxes (to the extent any state death tax paid is not allowed in full as a credit against the Federal estate tax), some administration expenses not allowed as estate tax deductions, as well as all deductible items, which include, for example, gifts under or outside this Agreement that qualify for the marital or charitable deduction (including any gift to the Reverse QTIP Marital Trust) and some administration expenses allowed as estate tax deductions. However, in making the calculations, it shall be assumed that an election is made by my Personal Representative to qualify all eligible property for the marital deduction regardless of what election is in fact made by my Personal Representative. The calculations shall take into account all available subtractions and credits against the Federal estate tax (other than a credit for previously taxed property that results from a death after my death), except that no credit shall be taken into account that does not reduce the Federal estate tax to zero or the lowest possible amount. The calculations shall be made before giving effect to any disclaimer. I recognize that some of these amounts may be zero, may be affected by changes in the law before my death and by my Personal Representative in exercising certain tax elections (for example, the selection of the valuation date and the deduction of some administration expenses), and will be affected by some items (for example, state death taxes and some administration expenses not allowed as estate tax deductions) even though such items may initially be payable from my Residuary Trust Fund generally.

P. Change of Situs. The situs of the property of any trust created hereunder may be maintained in any jurisdiction that is appropriate to the trust purposes and its administration, in the discretion of the Trustee, and thereafter transferred at any time or times to any such jurisdiction selected by the Trustee in accordance with applicable state law, which may include court approval of the transfer or adequate notice to trust beneficiaries. Upon any such transfer of situs, the trust estate of that trust may thereafter, at the election of the Trustee of said trust, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Trustee of any trust created hereunder elects to change the situs of any such trust, said Trustee is hereby relieved of any requirement to qualify in any other jurisdiction and of any requirement to account in any court of such other jurisdiction.

ARTICLE XXIX Revocability of Trust and Rights Reserved

I reserve the rights listed in this Article, each of which may be exercised whenever and as often as I may wish. To the extent permitted by law, the rights so reserved shall be exercisable by my agent or attorney-in-fact acting under a power of attorney.

A. Amend or Revoke. The right, to be exercised solely by an acknowledged instrument in writing, to revoke or amend this Agreement or any trust hereunder.

B. Remove and Appoint Trustees. The right to remove any Trustee and appoint substitute, additional or successor Trustees.

C. Approve Investment Decisions. The right to approve the Trustee's investment decisions. My approval in accordance with this paragraph shall bind all other beneficiaries.

D. Approve Trustee's Conduct. The right from time to time to approve of the Trustee's conduct (whether in connection with an accounting by the Trustee or without an accounting). My approval in accordance with this paragraph shall bind all other beneficiaries.

E. Insurance Policies. All rights I may have as the owner of any insurance policies payable to the Trustee.

ARTICLE XXX Savings Clause

Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Agreement be invalidated, impaired or affected thereby, but that this Agreement be construed as if such invalid provision or direction had not been contained therein.

ARTICLE XXXI
Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have signed this Agreement, as Settlor and as Trustee, effective the day and year first above written and executed on the date set forth below.

Dated: _____

JOHN A. DOE,
as Settlor and as Trustee

This instrument was on the date hereof signed, published and declared by JOHN A. DOE, as Settlor of the JOHN A. DOE REVOCABLE TRUST, in our presence and in the presence of each of us, and we, at the same time, at said Settlor's request, in said Settlor's presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses.

WITNESSES:

Witness

Print Name

Print Address

Witness

Print Name

Print Address

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

I, JOHN A. DOE, have been sworn by the officer signing below, and declare to that officer on my oath and to the subscribing witnesses, that I, in the presence of the witnesses, signed the foregoing instrument as the JOHN A. DOE REVOCABLE TRUST.

JOHN A. DOE, Settlor

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that Settlor declared the foregoing instrument to be the JOHN A. DOE REVOCABLE TRUST, and signed it in our presence and that we each signed the foregoing instrument as a witness in the presence of Settlor and of each other.

Witness

Witness

Acknowledged, sworn to and subscribed before me by Settlor, JOHN A. DOE, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver’s license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and by the witnesses, _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver’s license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver’s license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and subscribed by me in the presence of Settlor and the subscribing witnesses, all on the _____ day of _____, 2020.

Notary Public - State of Florida

SCHEDULE A
JOHN A. DOE REVOCABLE TRUST

Initial Trust Property

Cash.....\$10.00

JOHN A. DOE REVOCABLE TRUST

Prepared by:

JOHN A. DOE REVOCABLE TRUST

THIS IS A TRUST AGREEMENT (sometimes referred to as this “Agreement”) dated _____, 2020, between JOHN A. DOE of _____ County, Florida (described herein in the first person and sometimes referred to as the “Settlor”), and JOHN A. DOE, as Trustee (the “Trustee”).

WHEREAS, I desire to create a trust and the Trustee is willing to accept the trust hereby created.

NOW, THEREFORE, I hereby transfer the property described on Schedule A attached hereto to the Trustee, IN TRUST, and the Trustee agrees to accept the property and to hold, manage and distribute it under the terms of this Agreement.

ARTICLE I Family Information

I am married to JANE B. DOE and any reference to my Wife shall be to her. My children born before the date of this Agreement are JEFFREY C. DOE, born on January 1, 1990, and JENNIFER D. DOE, born on January 2, 1995.

ARTICLE II Trust Name

This Agreement and the trusts hereunder may be referred to as the JOHN A. DOE REVOCABLE TRUST.

ARTICLE III Trust Provisions During Lifetime

During my life, any property held under this Agreement shall be referred to as “the Trust Estate” and shall be disposed of as follows:

A. Distributions. The Trustee shall distribute to me as much of the net income and principal of the Trust Estate as I may from time to time direct, and such additional amounts of net income or principal thereof as the Trustee may at any time and from time to time determine.

B. Undistributed Income. Any net income of the Trust Estate not so distributed shall be accumulated and annually added to principal.

C. Intention. The Trustee shall liberally distribute income and principal of the Trust Estate for my benefit and my Wife’s benefit and the rights of the successor beneficiaries hereunder shall be considered secondary. The Trust Estate is established to ensure

that the best possible care and support are provided to me and my Wife, to meet all lifetime needs. Having in mind the extent to which funds will be available for expenditure for my benefit and my Wife's benefit, the Trustee is authorized to expend such amounts as the Trustee may determine to maintain my and my Wife's current lifestyle, including, but not limited to, complete authority to provide for my and my Wife's reasonable personal care and comfort. The Trustee is authorized to engage the services of any individuals or organizations to provide for my and my Wife's personal care and comfort. All assets of the Trust Estate are to be considered available for those purposes, and the Trustee shall at all times be guided by that intent. Notwithstanding anything in this paragraph to the contrary, the Trustee (other than me) shall distribute income and principal to my Wife only in accordance with the provisions below in this Article.

D. General Directions to Trustee. The Trustee shall make every effort to involve me in decision-making regarding both financial matters and personal care. The Trustee shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, the Trustee shall make decisions that the Trustee believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible. The Trust Estate is to be used to provide me and, in accordance with the provisions below in this Article, my Wife, with the best available care and support during my lifetime.

E. Gifts. Whenever I am incapacitated (as defined below), the Trustee may make gifts from the Trust Estate as expressly authorized in this Article, provided such gifts do not jeopardize the ability of the Trustee to provide for my and my Wife's personal care and comfort for my lifetime.

1. The Trustee may make gifts to my descendants in any amount. The Trustee may make unlimited transfers for my descendants for those expenditures described in Code Sec. 2503(e). The Trustee may not use any of the Trust Estate in a manner that would discharge the legal obligation of any Trustee to support any of my descendants.

2. The Trustee may make gifts to qualified tuition programs described in Code Sec. 529 for any of my descendants in any amount and pursuant to any election permitted under that section.

3. The Trustee may also make gifts from the Trust Estate to my Wife, for any purpose, in any amount.

4. The Trustee may make gifts from the Trust Estate to any charitable organization, the gifts to which qualify for the Federal income and gift tax charitable deduction, and to which I shall have previously made gifts, and pay my charitable pledges and dues in a manner that the Trustee shall determine reflects my general donative history.

5. The Trustee shall make gifts from the Trust Estate only as the Trustee shall deem to reflect my wishes, and the Trustee shall consider my history of making such gifts and my estate plan.

6. Notwithstanding the foregoing, no Interested Trustee shall participate in the determination to make any gift from the Trust Estate to any donee described in this Article, except as is appropriate for that donee's health, education, maintenance or support, determined without taking into account any other available income and assets.

7. The Trustee may make gifts under this Article either outright or to a trust for the primary benefit of a permissible donee or multiple permissible donees, or to any legal guardian, conservator or similar fiduciary of such donee, or to a custodian under any applicable Uniform Transfers (or Gifts) to Minors Act, as the Trustee shall deem appropriate, even if one or more of the persons acting as the Trustee is a guardian, conservator, similar fiduciary or custodian.

F. My Residence. The Trustee is specifically authorized to hold and maintain any real property used by me as a personal residence and transferred to the trust for my use and benefit and the use and benefit of my immediate family during my lifetime, it being my intent to reserve the requisite beneficial interest and possessory right in and to such real property in order to comply with Section 196.041 of the Florida Statutes, such that my beneficial interest and possessory right constitutes in all respects "equitable title to real estate," as that term is used in Section 6, Article VII, of the Constitution of the State of Florida. If the Trustee determines that it would be in my best interest to maintain a residence for my use but that the residence or residences then held in any trust hereunder should not be used for such purpose, the Trustee is authorized to sell said real property and to purchase such other residence, or to make such other arrangements as the Trustee deems suitable for the purpose. Notwithstanding anything contained in this Agreement to the contrary, my interest in any real property upon which I reside shall be deemed to be an interest in real property and not an interest in personalty. The Trustee is authorized to pay all carrying charges of such residence, including but not limited to any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and, in accordance with the provisions above in this Article, my Wife's benefit.

ARTICLE IV Payments After Death

Upon my death, the Trustee shall dispose of the Trust Estate which shall include all property distributable to the Trustee as a result of my death, whether under my Will or otherwise (such property shall be referred to as the "Trust Fund"), as follows:

A. Pay Estate Obligations. If my probate estate (excluding income) is insufficient to pay my funeral expenses, all claims against my probate estate and the expenses of

administering my probate estate, the Trustee shall make available to my Personal Representative under my Will (including by direct payment thereof as directed by my Personal Representative) out of the Trust Fund such sums as my Personal Representative shall certify to be required to make good such insufficiency; provided if no such Personal Representative is serving, then the Trustee is authorized to pay such debts and expenses directly without direction by my Personal Representative. Nothing herein, however, shall be deemed to authorize the Trustee to make any such payment of property where such property was not otherwise subject to the claims to be paid. Without limiting the foregoing, the Trustee is also authorized to pay or reimburse, in the manner set forth above, any reasonable and necessary costs of my funeral (and related expenses) in excess of any limit thereon imposed by applicable state or Federal law. In addition, if my Will gives my entire residuary estate to the Trustee under this Agreement, the Trustee shall satisfy any unsatisfied preresiduary pecuniary gift (to the extent of such insufficiency) in my Will and shall distribute real property, tangible personal property and intangible personal property in the way and to the recipients specified in the preresiduary provisions of my Will (to the extent not satisfied thereunder). Such gifts and provisions shall be construed and applied as if the trust property had been owned outright by me and disposed of under my Will, but distribution shall be made directly to the recipients named in my Will and not to my Personal Representative, so that the trust property does not pass through my probate estate.

B. Death Taxes. The Trustee shall pay any death taxes that result from my death out of the Trust Fund in the manner provided below in the provisions governing payment of death taxes.

C. Balance of the Trust Fund. After the foregoing payments, the Trustee shall dispose of the balance of the Trust Fund in the manner provided below.

ARTICLE V Residue

I dispose of the balance of the Trust Fund, real and personal, including any property mentioned above but not effectively disposed of (my "Residuary Trust Fund"), as follows:

A. If My Wife Survives. If my Wife survives me, I give my Residuary Trust Fund to my Wife.

B. Wife's Disclaimer of Outright Bequest. If my Wife disclaims all or part of this gift, the disclaimed property shall be paid to the Trustee of the Family Trust under this Agreement to be disposed of under the terms of that trust; provided that my Wife shall have no power of appointment over or power to direct the beneficial enjoyment of the fractional share of the Family Trust originally consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard.

C. If My Wife Does Not Survive. If my Wife does not survive me, I direct the Trustee to set aside and divide my Residuary Trust Fund into per stirpital shares for my descendants who survive me, and I give the share so set aside for a descendant to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

D. Simultaneous Death. If my Wife and I die simultaneously or under such circumstances that the order of our deaths cannot be determined, she shall be deemed to have survived me for purposes of this Article. Further, my Wife shall be deemed to have survived me if she actually survives me for any period of time, however short.

ARTICLE VI Family Trust

Property that is to be held as or disposed of under the terms of the Family Trust shall be held under this Article, and all references to the "Family Trust" shall be to the trust held under this Article.

A. During My Wife's Life. The following provisions shall apply during my Wife's life:

1. The Trustee may, but shall not be required to, distribute to any one or more of my Wife and my descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to any one or more of my Wife and my descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, the Trustee may consider the needs of my Wife as more important than the needs of my descendants or any other beneficiary.

B. Upon My Wife's Death. Upon the death of my Wife, the property then held in the Family Trust shall be:

1. distributed to one or more persons out of a class composed of my descendants on such terms as my Wife may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment; or, in default of appointment or insofar as an appointment is not effective,

2. set aside and divided into per stirpital shares for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Agreement, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

C. Wife's Disclaimer. If my Wife disclaims her interest in the income and principal of all or a portion of the Family Trust, the disclaimed property shall be disposed of as if she had survived me and died immediately after my death without exercising her power of appointment.

ARTICLE VII Descendants' Separate Trusts

Property that is to be held in a Descendant's Separate Trust or the Descendants' Separate Trusts shall be held under this Article, and all references to a "Descendant's Separate Trust" or the "Descendants' Separate Trusts" shall be to the trusts held under this Article.

A. During the Beneficiary's Life. The following provisions shall apply during the Beneficiary's life:

1. The Trustee may, but shall not be required to, distribute to any one or more of the Beneficiary and the Beneficiary's descendants as much of the net income and principal of the trust as the Trustee may at any time and from time to time determine, in such amounts or proportions as the Trustee may from time to time select, for the recipient's health, education, maintenance or support in his or her accustomed manner of living.

2. The Trustee may, but shall not be required to, distribute to any one or more of the Beneficiary and the Beneficiary's descendants as much of the net income and principal of the trust as the Trustee (excluding, however, any Interested Trustee) may at any time and from time to time determine, in such amounts or proportions as the Trustee (excluding, however, any Interested Trustee) may from time to time select, for any purpose.

3. Any net income not so distributed shall be accumulated and annually added to principal.

4. Without limiting the Trustee's discretion, the Trustee may consider the needs of the Beneficiary as more important than the needs of the Beneficiary's descendants or of any other beneficiary.

5. Without limiting the Trustee's discretion, I suggest that no distribution of principal be made from any GST Exempt Trust for the Beneficiary until the principal of any GST Non-Exempt Trust for the Beneficiary is exhausted, unless there is a compelling reason to do so.

B. Upon the Beneficiary's Death. Upon the Beneficiary's death, the following provisions shall apply:

1. Unless the Beneficiary provides otherwise by specific reference to this paragraph in a Will or other writing, the Trustee shall pay any increase in death taxes payable upon the death of the Beneficiary caused by the inclusion of the value of the property that was subject to withdrawal or appointment by the Beneficiary at the Beneficiary's death in the gross estate of the Beneficiary from the principal of the trust or portion so included. The Trustee may rely upon the written statement by the Beneficiary's Personal Representative of the amounts thus payable.

2. The balance of the property then held in the Beneficiary's trust shall be:

a. distributed to one or more persons out of a class composed of my descendants and the creditors of the Beneficiary's estate on such terms as the Beneficiary may appoint by a Will or other signed writing that is acknowledged before a notary public specifically referring to this power of appointment, provided that, in the case of a GST Exempt Trust and the "Limited Share" of a GST Non-Exempt Trust (as defined below), no appointment shall be made to the Beneficiary, the Beneficiary's estate, the Beneficiary's creditors or the creditors of the Beneficiary's estate; or, in default of appointment or insofar as an appointment is not effective,

b. set aside and divided into per stirpital shares for the Beneficiary's descendants then living or, if there is no descendant of the Beneficiary then living and if the Beneficiary was a grandchild or more remote descendant of mine, for the descendants then living of the Beneficiary's nearest ancestor who was a descendant of mine, with descendants then living or, if there is no such descendant then living or if the Beneficiary was a child of mine, for my descendants then living, the share so set aside for a descendant to be distributed to the Trustee of a Descendant's Separate Trust to be held as a separate trust to be disposed of under the terms of the Descendants' Separate Trusts under this Article, the descendant for whom the share is set aside to be the Beneficiary of his or her own Descendant's Separate Trust.

3. For purposes of the power of appointment granted under this paragraph, the “Limited Share” of a GST Non-Exempt Trust is that portion of the Beneficiary’s GST Non-Exempt Trust at the Beneficiary’s death which, if excluded from the Beneficiary’s gross estate for Federal estate tax purposes and in default of the exercise of the power of appointment granted under this Article, would pass only to one or more persons assigned to the Beneficiary’s generation or a higher generation for Federal generation-skipping transfer tax purposes.

C. Disinterested Trustee May Confer Power. The Trustee (excluding, however, any Interested Trustee) may at any time, prior to the death of the Beneficiary, by an instrument in writing (1) confer upon the Beneficiary a power exercisable only by Will to appoint all or part of the Beneficiary’s trust to the creditors of the Beneficiary’s estate, and the instrument conferring such power upon the Beneficiary may require the consent of the Trustee (other than any Interested Trustee or any Trustee who conferred the power upon the Beneficiary) to exercise the power, (2) revoke any such instrument previously executed, with or without executing a replacement instrument and/or (3) irrevocably relinquish the powers conferred under (1) and/or (2). Without limiting the Trustee’s discretion, the Trustee may use the authority conferred by this paragraph to subject the trust property to estate tax in order to obtain a basis adjustment under Code Sec. 1014 when it appears that it may reduce overall taxes to do so.

D. Maximum Duration for Trusts. Any trust under this Article still in existence upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Agreement shall thereupon terminate and the remaining trust property shall be distributed to the Beneficiary of the trust.

ARTICLE VIII Takers of Last Resort

The Trustee shall distribute any property that is not otherwise disposed of under this Agreement or any trust created under this Agreement (a) one-half (1/2) (or all, if there are no persons to take under item (b)) to the persons who would have inherited my personal estate and in the shares that they would have inherited it, had I died a resident of the State of Florida, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Agreement, and (b) one-half (1/2) (or all, if there are no persons to take under item (a)) to the persons who would have inherited the personal estate of my Wife, and in the shares that they would have inherited it, had my Wife died a resident of the State of Florida, unmarried and without a valid Will, on the date on which expires the interest of the last beneficiary of the property under this Agreement.

ARTICLE IX
Maximum Duration for Trusts

A. Maximum Duration for Trusts Defined. The Maximum Duration for Trusts shall be the earlier of (i) the date of death of the last to die of the individual beneficiaries of any trust hereunder living at any time and (ii) three hundred sixty (360) years from my death.

B. Powers of Appointment. This Article shall also apply to a trust created by the exercise of a power of appointment conferred by this Agreement (unless the exercise of the power of appointment commences a new rule against perpetuities or similar rule that limits the time that property may remain in trust).

ARTICLE X
Payments to Minors

Whenever property becomes distributable to a person under twenty-five (25) years of age (described herein as the “Minor” regardless of the actual legal age of majority) for any reason, the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with any provisions of this Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder:

A. Distribution to Custodian. The Trustee may distribute the property to a custodian or successor custodian under any state’s version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Trustee. The Trustee may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting twenty-five (25) years of age if that is permitted, and may designate successor custodians.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Minor, but in a manner so that the property then vests in the Minor, and the Trustee, in managing the property for the Minor, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Minor) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of a Minor’s Property. The Trustee may distribute the property to a Guardian of the Minor’s estate.

D. Distribution to a Minor’s Parent. The Trustee may distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of a beneficiary only if the parent either (1) is a descendant of mine, or (2) was married to a descendant of mine at the

date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

E. Distribution Directly to a Minor. The Trustee may distribute directly to the Minor property that is of relatively modest monetary value (which the Trustee shall determine in the exercise of sole and absolute discretion) and is appropriate for ownership by an individual of the Minor's age if the Trustee determines that the Minor has the practical capacity to own property of the type and value in question. For purposes of illustration, and without limiting the authority of the Trustee under this paragraph, I anticipate that the Trustee shall use this authority to distribute, to the Minor, property such as clothing, sporting and recreational equipment, personal computers, tablets or other digital devices, or similar items designed for personal use.

F. Exoneration of Fiduciary for Distributions for Minor. The Trustee shall be free from any responsibility for the subsequent disposition of property following the disposition of such property by the Trustee in one of the ways specified in this Article.

ARTICLE XI Payments to Incapacitated Persons

Whenever property becomes distributable to a person whom the Trustee reasonably and in good faith shall determine is experiencing substantial difficulty in managing financial matters and that such difficulty is not expected to be short-term (described herein as "an Incapacitated Person" regardless of whether a court of competent jurisdiction has determined such person to be incapacitated and regardless of whether a guardian, conservator or other legal representative has been appointed for such person), the Trustee may make the distribution in any way in which the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article and that will not be inconsistent with any provisions of this Agreement intended to cause a beneficiary of a trust to be treated as the designated beneficiary of a Retirement Plan for purposes of Code Sec. 401(a)(9) and the Regulations thereunder.

A. Distribution to Trust. The Trustee may hold the property in a separate trust for the Incapacitated Person until the Incapacitated Person is no longer incapacitated as defined above. The Trustee may distribute to the Incapacitated Person as much of the net income and/or principal of the trust as the Trustee may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Incapacitated Person is no longer incapacitated, the Trustee shall distribute the property to the formerly Incapacitated Person. If the Incapacitated Person dies before the property is distributed to him or her, then upon the Incapacitated Person's death, the Trustee shall distribute the property to the Personal Representative of the Incapacitated Person's estate.

B. Distribution Subject to Authority of Trustee. If not prohibited under applicable state law, the Trustee may actually distribute the property to anyone serving as Trustee under this Agreement, to hold the property on behalf of the Incapacitated Person, but in a

manner so that the property then vests in the Incapacitated Person, and the Trustee, in managing the property for the Incapacitated Person, shall have all the powers of a Trustee under this Agreement (including the power to apply the property for the Incapacitated Person) and be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

C. Distribution to a Guardian of Incapacitated Person's Property. The Trustee may distribute the property to a Guardian of the Incapacitated Person's estate.

D. Distribution to Incapacitated Person's Spouse or Parent. The Trustee may distribute the property to a spouse or parent of the Incapacitated Person even if the spouse or parent does not assume any formal fiduciary capacity concerning the property. Distributions shall be made to a parent of an Incapacitated Person only if the parent either (1) is a descendant of mine or (2) was married to a descendant of mine at the date of death of the descendant of mine who was the spouse of the parent to receive the distribution.

E. Exoneration of Fiduciary for Distributions for Incapacitated Person. The Trustee shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

ARTICLE XII

Spendthrift Provision

A. No Assignment. Each trust shall be a spendthrift trust to the maximum extent permitted by law and no interest in any trust hereunder shall be subject to a beneficiary's liabilities or creditor claims, assignment or anticipation. Additionally, the interest of a beneficiary of any trust hereunder may not be either voluntarily or involuntarily transferred within the meaning of Section 736.0502 of the Florida Statutes. Notwithstanding the foregoing, no provision of this Article shall prevent the appointment of an interest in a trust through the exercise of a power of appointment.

B. Protection from Creditors. If the Trustee shall determine that a beneficiary would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the maximum possible benefit and enjoyment of all the trust income and principal to which the beneficiary is entitled.

C. Protection from Marital Claims. All benefits granted to a beneficiary under this instrument shall be the separate and individual property of such beneficiary (as distinguished from marital property, community property, quasi-community property or any other form of property as to which such beneficiary's spouse might have a claim or interest arising out of the marital relationship under the law of any jurisdiction, domestic or foreign). All benefits granted to a beneficiary hereunder shall also be free of any interference from, or control

or marital power of, his or her spouse. For purposes of this paragraph, the term “benefits” shall include real or personal property, tangible or intangible, and the provisions of this paragraph shall apply not only to benefits actually paid to any beneficiary but also to trust property allocated to a trust in which the beneficiary possesses an interest hereunder.

D. Limitation of Court’s Authority. No court shall have the authority or discretion to direct that there be a distribution or allowance from principal to any income beneficiary hereunder notwithstanding any applicable state statute.

ARTICLE XIII Exercise of Powers Created Hereunder

A. Form of Appointment. A power of appointment conferred hereunder upon a person in his or her individual capacity (a “Non-Fiduciary Power”) may be exercised in favor of one or more persons to or for whom the power may be exercised, in any proportions, in any lawful estates and interests, whether absolute or in further trust. Such a Non-Fiduciary Power may be exercised to create further Non-Fiduciary Powers which may be made exercisable in the same or a different manner. A limited power of appointment may be exercised to confer a limited or general power, including a presently exercisable limited or general power.

B. Trustees Under Appointment. The Trustee under an appointment in further trust may be any person not prohibited from serving as Trustee under this Agreement and may be given fiduciary powers (including discretionary powers over distributions), exercisable, however, only in favor of permissible objects of the exercised power.

C. Testamentary Power. A Non-Fiduciary Power, if any, that is exercisable only by the powerholder’s last will and testament may also be exercised by a separate written instrument signed by the powerholder (other than the powerholder’s last will and testament) if the powerholder’s last will and testament contains a direction that the exercise in the other instrument be honored.

D. Trustees Can Create Trusts. The authorized Trustee (as defined in this paragraph) may, subject to the provisions set forth in this paragraph, exercise any power to invade the principal of any trust hereunder (referred to as the “invaded trust”) by appointing (whether or not there is a current need to invade principal under any standard for invasion of principal set forth in the invaded trust) part or all of the principal of the invaded trust in favor of a trustee of another trust (referred to as the “appointed trust,” and defined further below) for the benefit of one or more or all of those beneficiaries for whom the principal of the invaded trust may be currently paid to the exclusion of any one or more of such beneficiaries. The exercise of the power to invade the principal of a trust under this paragraph shall be subject to the following additional provisions:

1. If all of the assets of the invaded trust are to be paid to the appointed trust under the applicable appointment, then the exercise of the power by the

authorized Trustee under this paragraph shall apply both to (1) all of the assets currently comprising the principal of the invaded trust, including undistributed accumulated income, and (2) to all assets subsequently paid to or acquired by the invaded trust after the payment to the appointed trust, unless the authorized Trustee who so appoints the principal of the invaded trust provides otherwise in writing at the time of appointment. If only a portion of the trust assets of the invaded trust are to be paid over to the appointed trust under the applicable appointment, then subsequently discovered assets of the invaded trust or assets subsequently paid to or acquired by the invaded trust shall remain assets of the invaded trust, unless the authorized Trustee who so appoints the principal of the invaded trust provides otherwise in writing at the time of appointment.

2. The exercise of the power to invade the principal of a trust under this paragraph shall be by an instrument in writing, signed, and acknowledged by the authorized Trustee. The instrument exercising the power shall be maintained with the records of the invaded trust and may be filed in any court having jurisdiction over the invaded trust.

3. The Trustee shall not be required to notify any person interested in the invaded trust or the appointed trust of any payment or transfer pursuant to the terms of this paragraph, or of the intention to make any such payment or transfer, unless such notice would otherwise be required by the applicable governing law, and the requirement to provide such notice may not be waived under the applicable governing law. I hereby waive any requirement imposed by applicable governing law that would otherwise require the Trustee to provide such notice, to the extent that such requirement may be waived. Notwithstanding the foregoing, the Trustee may, but shall not be required to, provide such notice to any person interested in the invaded trust or the appointed trust, if the Trustee determines, in the exercise of sole and absolute discretion, that it is appropriate to provide such notice.

4. The exercise of the power to invade the principal of a trust under this paragraph shall not be treated as being prohibited by any provision in the invaded trust instrument that prohibits amendment or revocation of the trust or that constitutes a spendthrift clause.

5. The provisions of this paragraph shall not be construed to abridge the right of any Trustee to appoint property in further trust that arises under any statutory law or under common law, or as directed by any court having jurisdiction over the invaded trust.

6. Nothing in this paragraph shall be construed as creating or implying a duty on any Trustee acting hereunder to exercise a power to invade principal, and no inference of impropriety shall be made as a result of a Trustee not exercising the power conferred under this paragraph.

7. The authorized Trustee, acting pursuant to the authority granted by this paragraph, may not exercise a power to decrease or indemnify against a Trustee's liability or exonerate a Trustee from liability for failure to exercise the duty of care, diligence and prudence

otherwise applicable to the Trustee or to make a binding and conclusive fixation of the value of any asset for purposes of distribution, allocation or otherwise.

8. The authorized Trustee, acting pursuant to the authority granted by this paragraph, may not exercise a power to increase the total compensation of any Trustee of the appointed trust, other than by reason of extending the period, as may be permitted hereunder, during which such Trustee will serve. No Trustee shall receive any paying commission with respect to property transferred pursuant to this paragraph.

9. If any contribution to the invaded trust qualified for the annual exclusion under Code Sec. 2503(b), the marital deduction under Code Sec. 2056(a) or 2523(a), or the charitable deduction under Code Sec. 170(a), 642(c), 2055(a) or 2522(a), is a direct skip whether or not a nontaxable gift under Code Sec. 2642(c), or qualified for any other specific tax benefit that would be lost by the existence of the authorized Trustee's authority under this paragraph for income, gift, estate, or generation-skipping transfer tax purposes under the Code, then the authorized Trustee shall not (1) have the power to invade the principal of a trust pursuant to this paragraph in a manner that would prevent the invaded trust from qualifying for or would reduce the exclusion, deduction, nontaxable gift or other tax benefit which was originally claimed with respect to that contribution, (2) have the power to make a change, including the grant of a power of appointment, that will result in (a) a change or modification of any standard of payment to or for one or more of the beneficiaries of the invaded trust or (b) a reduction, limitation or other change in any beneficiary's right to a mandatory distribution of income, a mandatory annuity or unitrust interest, a right annually to withdraw a percentage of the value of the trust or a right annually to withdraw a specified dollar amount provided that such mandatory or annual right has already come into effect with respect to the beneficiary. Notwithstanding the foregoing (2) but subject to (1), the authorized Trustee may pay to an appointed trust that is a supplemental needs trust.

10. The authorized Trustee exercising the authority granted by this paragraph may not make a change that will violate any rule against perpetuities or similar rule limiting the duration of trusts applicable to the invaded trust and may not make a change that will disqualify a trust which owns S corporation stock and is a permitted shareholder under Code Sec. 1361(c)(2) from being a permitted shareholder.

11. The current beneficiaries of the appointed trust shall be one, more than one or all of the current beneficiaries of the invaded trust and the successor and remainder beneficiaries of the appointed trust shall be one, more than one or all of the successor or remainder beneficiaries of the invaded trust. If a beneficiary includes a class of persons, such class shall include any person who falls within the class of persons after the payment to the appointed trust. The appointed trust may grant to one or more of the beneficiaries of the appointed trust a power of appointment.

12. The term “appointed trust” shall mean an irrevocable trust other than the invaded trust to which principal is appointed under this paragraph including, but not limited to, a new trust created by the authorized Trustee.

13. The standard for invasion in the appointed trust may be no greater than the standard for invasion of the invaded trust.

14. As used in this paragraph, the term “authorized Trustee” shall refer to the Trustee of any trust hereunder, to the extent that the Trustee is authorized to invade the principal of such trust; provided, however, that any Interested Trustee acting hereunder shall not have the authority to act in accordance with this Article in a manner that would result in the Interested Trustee being permitted to (a) distribute the income or principal of the appointed trust for any reason other than health, education, maintenance or support, within the meaning of Code Sec. 2041(b), or (b) otherwise take any action the Interested Trustee is expressly prohibited from taking under this Agreement.

ARTICLE XIV Substance Abuse

The following provisions apply to all trusts created under this Agreement, except as expressly provided to the contrary in this Article entitled “Substance Abuse:”

A. Dependence. If the Trustee reasonably believes that: (1) a beneficiary of any trust created under this Agreement (i) routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug or substance, or (ii) is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a licensed medical doctor or psychiatrist in a current program of treatment supervised by that doctor or psychiatrist; and (2) as a result of such use or consumption, the beneficiary is incapable of caring for himself or herself, or is likely to dissipate the beneficiary’s financial resources; then the Trustee must follow the procedures set forth below.

B. Testing. The Trustee will request the beneficiary to submit to one or more examinations (including laboratory tests of hair, tissue, or bodily fluids) determined to be appropriate by a licensed medical doctor or psychiatrist selected by the Trustee. The Trustee will request the beneficiary to consent to full disclosure by the examining doctor or facility to the Trustee of the results of all the examinations. The Trustee shall maintain strict confidentiality of those results and will not, without the beneficiary’s written permission, disclose those results to any person other than the beneficiary. The Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary until the beneficiary consents to the examination and disclosure to the Trustee.

C. Treatment. If, in the opinion of the examining doctor or psychiatrist, the examination indicates current or recent use of a drug or substance as described above, the

beneficiary must consult with the examining doctor or psychiatrist to determine an appropriate method of treatment for the beneficiary. Treatment may include counseling or treatment on an in-patient basis in a rehabilitation facility. If the beneficiary consents to the treatment, the Trustee may pay the costs of treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to the beneficiary, if the Trustee otherwise determines that the funds are available to do so and it is in the best interests of the beneficiary to do so.

D. Mandatory Distributions Suspended. If the examination indicates current or recent use of a drug or substance as described above, all mandatory distributions and all withdrawal rights from the trust estate with respect to the beneficiary during the beneficiary's lifetime (including distributions upon termination of the trust for reasons other than the death of the beneficiary) will be suspended until:

1. in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use; and

2. in all cases of dependence, until the Trustee, in the Trustee's judgment, determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources.

E. Discretionary Distributions. While mandatory distributions are suspended, the trust will be administered as a discretionary trust to provide for the beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion (other than an Interested Trustee); however, any provisions of the trust providing for distributions for the beneficiary's health, education, maintenance or support shall not apply during the period in which mandatory distributions are suspended.

F. Resumption of Mandatory Distributions and Withdrawals. When mandatory distributions to and withdrawals by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended shall be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. In addition, any provisions of the trust providing for distributions for the beneficiary's health, education, maintenance or support shall resume their application. If the beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the alternate beneficiaries of the beneficiary's share as provided herein.

G. Other Prohibitions During Mandatory Suspension of Benefits. If mandatory distributions to a beneficiary are suspended as provided above in this Article, then as of such suspension, the beneficiary shall automatically be disqualified from serving, and if applicable shall immediately cease serving, as a Trustee or in any other capacity in which the beneficiary would serve as, or participate in the removal or appointment of, any Trustee hereunder.

H. Exoneration Provision. It is not my intention to make the Trustee (or any psychiatrist or other medical doctor retained by the Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. The Trustee has no duty to inquire whether a beneficiary uses drugs or other substances. The Trustee (and any psychiatrist or other medical doctor retained by the Trustee) will be indemnified from the trust estate for any liability in exercising the Trustee's judgment and authority under this Article, including any failure to request a beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a beneficiary.

I. Tax Savings Provisions. Notwithstanding the provisions of the preceding paragraphs of this Article or any other provision of this Agreement, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Additionally, nothing herein shall prevent or suspend any distribution of Retirement Benefits mandated by the provisions of any trust created hereunder to which Retirement Benefits are payable. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration for Trusts.

ARTICLE XV Retirement Benefits

The following provisions concern Retirement Benefits payable or distributable to the Trustee under this Agreement (whether directly or through my estate) by reason of my death. As used in this Agreement, the term "Retirement Benefits" (of whatever type) includes any trust, contract, plan, benefit, account, annuity, or bond which arises out of an employer-employee relationship (or in the case of a self-employed person, is deemed or treated as if arising out of an employer-employee relationship), whether non-qualified, qualified under Code Sec. 401, an individual retirement arrangement under Code Secs. 408 or 408A, a tax-sheltered annuity under Code Sec. 403 or any other benefit subject to the distribution rules of Code Sec. 401(a)(9), as well as deferred compensation under any employment, consulting, or director's contract and other benefits normally considered as employee benefits. As used in this Agreement, the term "Retirement Plan" shall mean any plan or agreement under which Retirement Benefits are payable.

I intend that the provisions of this Article shall apply to my interest in any Retirement Benefits payable to the Trustee by reason of a beneficiary designation or otherwise. To the extent that the provisions of this Article conflict with any expressly contrary provisions contained in any beneficiary designation, Retirement Plan contract or agreement, or other controlling document relating to my interest in any Retirement Benefits, the provisions of such beneficiary designation, Retirement Plan contract or agreement, or other controlling document shall supersede the provisions of this Article. The provisions of this Article directing the allocation or disposition of Retirement Benefits shall relate to any Retirement Benefits payable to my Trustee only to the extent that such Retirement Benefits are not otherwise allocated or

directed to be held by the Trustee of one or more particular trusts under this Agreement, by beneficiary designation or otherwise. The provisions of this Article relating to Retirement Benefits held by the Trustee of any particular trust under this Agreement shall apply to any Retirement Benefits payable to the Trustee of such trust, whether by reason of a beneficiary designation, the provisions of this Article, or otherwise.

A. Disposition of Participant's Interest. The Retirement Benefits shall be disposed of in the same manner as my Residuary Trust Fund under this Agreement.

B. Selection of "Payout Schedule." The Trustee may exercise any right to determine the manner and timing of payment of Retirement Benefits that is available to the recipient of the benefits, but the Trustee must exercise such rights in a manner consistent with the Federal income tax rules governing required minimum distributions under Code Sec. 401(a)(9) to avoid any excise tax under Code Sec. 4974(a) or any other tax or penalty as shall apply for failure to take distributions from the Retirement Plan (referred to herein as a "penalty").

C. Designated Beneficiary Status and Accumulation of Retirement Benefits in Descendants' Separate Trusts. The following provisions shall be applicable to each Descendant's Separate Trust held hereunder with respect to all my interest in any Retirement Plan from which Retirement Benefits (i) may be paid, under the terms of the plan or agreement applicable thereto, over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder with respect to distributions following the death of an "employee" before the entire interest in the Retirement Plan is distributed, and (ii) are payable to the Trustee of that Descendant's Separate Trust (either directly in accordance with the terms of a beneficiary designation or other controlling document relating to the Retirement Plan, or by reason of the provisions above):

1. Each year, beginning with the year of my death, the Trustee of such trust shall withdraw from any such Retirement Plan any Required Minimum Distribution for such year, plus such additional amount or amounts as the Trustee deems advisable in its sole discretion. All amounts so withdrawn or which are otherwise paid or payable to the Trustee of that Descendant's Separate Trust, along with all income with respect thereto and all changes, increases and decreases thereof (collectively the "Descendant's Separate Trust Designated Beneficiary Portion"), shall be accounted for by the Trustee, and shall be subject to the distribution and other provisions with respect to that Descendant's Separate Trust, both during the Beneficiary's lifetime and at the Beneficiary's death, provided that, notwithstanding anything to the contrary, (a) if the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), none of the Beneficiary's Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant's Separate Trust or any other provision (whether under this Agreement or under applicable law of intestacy or otherwise), to anyone other than the Beneficiary, during the Beneficiary's life, and

(b) none of such Descendant's Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant's Separate Trust, the terms of any trust to which property of that Descendant's Separate Trust passes following the death of any descendant of mine, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable law of intestacy or otherwise), to anyone other than an individual (for purposes of illustration and without limitation, none of the Descendant's Separate Trust Designated Beneficiary Portion shall ever be distributed to any charitable organization contributions to which are deductible for Federal income, estate and gift tax purposes, or to a trust of which such a charitable organization is a beneficiary). The intent of these provisions is to allow the Retirement Plan to be distributed to the Trustee over the longest period permitted for a designated beneficiary or an eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder without a penalty, including over the life expectancy of the Beneficiary if the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), rather than being subject to the default payout rule applicable to beneficiaries who are not designated beneficiaries under Code Sec. 401(a)(9) and the Regulations thereunder. In order to satisfy that intent, if the Beneficiary is "disabled" or "chronically ill" within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death, in the event that it is necessary to consider potential beneficiaries of the Descendant's Separate Trust Designated Beneficiary Portion following the death of the Beneficiary in determining the longest period permitted for distribution of the Descendant's Separate Trust Designated Beneficiary Portion under Code Sec. 401(a)(9) and the Regulations thereunder (other than for purposes of determining that all potential beneficiaries are individuals), the following shall apply: in addition to the limitation on distributions set forth above, none of the Descendant's Separate Trust Designated Beneficiary Portion shall ever be distributed, whether pursuant to the terms of that Descendant's Separate Trust, the terms of any trust to which Descendant's Separate Trust property passes following the Beneficiary's death, the exercise of any power of appointment, or any other provision (whether under this Agreement or under applicable laws of intestacy or otherwise), to anyone other than (a) an individual born at the same time or after the Beneficiary, or (b) a descendant of mine. For purposes of determining the distribution of the Descendant's Separate Trust Designated Beneficiary Portion in accordance with this paragraph, any entity excluded from distribution of the Descendant's Separate Trust Designated Beneficiary Portion, shall be deemed to no longer be in existence at my death and any individual excluded from distribution of the Descendant's Separate Trust Designated Beneficiary Portion shall be deemed to have predeceased me.

2. The following definitions shall apply in administering these provisions relating to such trust. The Required Minimum Distribution shall be such amount (if any) as the Trustee shall be required to withdraw in each year of the Applicable Distribution Period under the laws then applicable to such Retirement Plan to avoid a penalty. In the event that such applicable law does not require the Trustee to withdraw any portion of the Retirement Plan until the end of the Applicable Distribution Period in order to avoid the penalty, the Trustee may, in the Trustee's sole discretion, refrain from withdrawing any amount from the Retirement

Plan in any given year during the Applicable Distribution Period provided that all amounts required to be withdrawn by the end of the Applicable Distribution Period are so withdrawn. If the Beneficiary is “disabled” or “chronically ill” within the meaning of Code Sec. 401(a)(9)(E)(ii) at the time of my death (or such other time as shall be permitted or prescribed by the Code or Regulations), the Applicable Distribution Period means the life expectancy of the Beneficiary. Otherwise, the Applicable Distribution Period means the longest period permitted for a designated beneficiary or eligible designated beneficiary, as the case may be, under Code Sec. 401(a)(9) and the Regulations thereunder.

3. It is my intent that any Retirement Benefits subject to the provisions of this paragraph be distributed over the longest period permitted under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty. Notwithstanding any other provision of this Agreement to the contrary, the Applicable Distribution Period shall be such longest period over which the Retirement Benefits may be distributed to the trust under Code Sec. 401(a)(9) and the Regulations thereunder without incurring a penalty, and any provision of this paragraph to the contrary shall be interpreted as void, provided, however, that any provisions deemed void hereunder shall be severable, and all remaining provisions of this Agreement shall apply.

4. Notwithstanding the foregoing, if my death occurred on or after my “required beginning date” with respect to such benefit, the Required Minimum Distribution for the year of my death shall mean (a) the amount that was required to be distributed to me with respect to such benefit during such year, minus (b) amounts actually distributed to me with respect to such benefit during such year. Life expectancy, and the meaning of “required beginning date” and other terms in this paragraph, shall be determined in accordance with Code Sec. 401(a)(9).

D. Exclusion of Retirement Benefits from Creditors. Anything to the contrary in this Agreement notwithstanding, any Retirement Benefits payable to the Trustee under this Agreement shall, however, never be or become part of my probate or testamentary estate hereunder, and nothing in this Agreement shall be deemed to subject those proceeds to payment of my debts or expenses.

ARTICLE XVI

Life Insurance

The following provisions concern proceeds of life insurance that become payable or distributable to the Trustee under this Agreement (whether directly or through my estate) by reason of my death:

A. Disposition of Insured's Interests. Life insurance proceeds on my life shall be disposed of in the same manner as my Residuary Trust Fund under this Agreement. These provisions are subject to the following exemptions from creditors.

B. Exclusion of Proceeds from Creditors. Anything to the contrary in this Agreement notwithstanding, any proceeds of life insurance payable to the Trustee under this Agreement shall, however, never be or become part of my probate or testamentary estate, and nothing in this Agreement shall be deemed to subject those proceeds to payment of my debts or expenses.

ARTICLE XVII Payment of Death Taxes

A. All Apportioned Except Preresiduary Gifts. All estate, inheritance, legacy, succession, generation-skipping or other wealth transfer taxes (other than any additional estate tax imposed by Code Sec. 2031(c)(5)(C) or 2032A(c), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) that result from my death and that are imposed by any domestic or foreign taxing authority as a result of my death, but only to the extent imposed upon property passing under my Will or this Agreement, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of my Residuary Trust Fund as an administration expense. Such taxes on property not passing under this Agreement or my Will shall be apportioned to and paid from such property by those succeeding to such property, taking into account the provisions of any instrument governing such property, the provisions of the Internal Revenue Code and any provisions of other applicable law apportioning such taxes.

B. Modifications. However, the following clarifications and/or modifications of the general rule set forth in the preceding paragraph shall apply:

1. All taxes generated by my Residuary Trust Fund shall be apportioned within my Residuary Trust Fund to the share or shares generating the tax, but shall not be apportioned between current and future interests, such as a life estate and remainder, even if one and not the other is taxable.

2. If I have a general power of appointment over any property which is included in my gross estate under Code Sec. 2041, I do not otherwise exercise the power, and the general power is exercisable by this Agreement, then I hereby exercise the power and appoint to the Trustee an amount equal to the additional tax at the marginal rate caused by the inclusion of the property subject to the power in my gross estate (and not just its proportionate share of tax at the average rate). If any power is not exercisable in this manner, then I direct that the additional tax at the marginal rate caused by the inclusion of the property subject to the power in my gross estate (and not just its proportionate share of tax at the average rate) be apportioned to the property subject to the power. If any power is not exercisable in the manner described above and the direction to apportion the tax to the property subject to the power is not effective under

applicable law, then the tax on the property subject to the power shall be apportioned and paid in the manner provided by the Internal Revenue Code and applicable law. However, this shall not apply to taxes on property included in my gross estate solely because I had a withdrawal right over a fractional share or pecuniary portion of the property, limited to the amount set forth in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000)) or the percentage set forth in Code Sec. 2514(e)(2) (currently, Five Percent (5%)), which shall be paid out of my Residuary Trust Fund as an administration expense, without apportionment, and before any determination of my Residuary Trust Fund or of any shares or interests therein.

3. Taxes on Retirement Benefits shall be paid out of my Residuary Trust Fund as an administration expense without apportionment and with no right of reimbursement from the recipient or recipients of these benefits and before any determination of my Residuary Trust Fund or of any shares or interests therein.

4. Any generation-skipping transfer tax (other than a tax on a direct skip of property passing as part of the Trust Fund and disposed of under this Agreement prior to the disposition of my Residuary Trust Fund) shall be charged to the property constituting the transfer in the manner provided by Code Sec. 2603(b).

5. Taxes imposed under Code Sec. 2701(d) shall be apportioned and paid as an additional estate or gift tax as provided in Chapter 14 of the Code.

C. Specific Reference to Code Sections. I hereby make specific reference to Code Secs. 2207A (concerning tax on QTIP property), 2207B (concerning tax on property included under Code Sec. 2036) and 2603(b) (concerning the generation-skipping transfer tax under Chapter 13 of the Code) and to corresponding provisions of state law, and I direct that they shall apply to the extent they are consistent with the above and shall not apply to the extent they are inconsistent with the above.

D. Apportionment Prevails Over Abatement. If payment of taxes from my Residuary Trust Fund in accordance with the foregoing exhausts the share or shares of my Residuary Trust Fund that generate the tax, the balance of tax due shall be apportioned in accordance with the rules of tax apportionment rather than the rules of abatement.

ARTICLE XVIII

Trustees

A. Appointment of Trustee.

1. I appoint myself, JOHN A. DOE, to serve as Trustee hereunder.

2. I appoint my Wife, JANE B. DOE, to serve as Trustee hereunder if and when I cease to qualify or serve as Trustee.

3. I appoint my son, JEFFREY C. DOE, to serve as Trustee hereunder if and when all other Trustees previously appointed fail or cease to qualify or serve as Trustee.

4. Notwithstanding any provision of this Paragraph A to the contrary, a descendant of mine who is the Beneficiary of a Descendant's Separate Trust under this Agreement shall have the right at any time after he or she attains thirty (30) years of age to serve as Co-Trustee of his or her own Descendant's Separate Trust. The Beneficiary shall exercise this right by giving written notice to the Trustee or Trustees then serving.

B. Co-Trustees. A Co-Trustee may be appointed by a then serving Trustee (the "appointing Trustee") at any time, regardless of how many Trustees are serving, provided that all other Trustees who may then be serving consent to such appointment. A Co-Trustee so appointed hereunder shall serve while the appointing Trustee serves, and shall continue to serve if the appointing Trustee ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve. Any appointment of a Co-Trustee hereunder shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

C. Successor Trustees. If a specific successor Trustee is named to succeed a particular Trustee named in this Article, such specific successor Trustee shall serve as successor as appointed above. In all other cases, a Trustee (the "appointing Trustee") may appoint successor Trustees in accordance with this paragraph:

1. Any individual Trustee serving at any time may appoint a successor Trustee to serve when the appointing Trustee ceases to serve as Trustee.

2. If an appointing Trustee names a successor Trustee, and if I have also named or provided for the appointment of one or more successor Trustees herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Trustee shall be made by an acknowledged instrument delivered to any and all other Trustees who may then be serving.

D. Removal of Corporate Trustees. The individual Trustee serving at any time, or if there is no individual Trustee serving, a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from a trust hereunder shall have the right to remove, for any reason or no reason at all, and replace a corporate Trustee hereunder, whether that Trustee is currently serving or has been named or designated to serve in the future, with a corporation or other entity with fiduciary powers.

E. Filling Trustee Vacancies. If there is neither an effectual appointment of a successor Trustee nor any effectual provision otherwise hereunder for the appointment of a successor Trustee, a majority-in-interest of the adult and competent beneficiaries then eligible or

entitled to distributions of income or principal from a trust hereunder shall have the right to appoint an individual, corporation or other entity with fiduciary powers whenever the office of Trustee becomes vacant.

F. Compensation of Trustees. An individual Trustee shall receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Trustee waives compensation. A corporate Trustee shall be compensated by agreement with the individual Trustee or, if there is no individual Trustee serving, by agreement with a majority-in-interest of the adult and competent beneficiaries then eligible or entitled to distributions of income or principal from the trust of which the corporate Trustee is serving. In calculating any compensation based on the value of a trust, a policy of insurance on the life of a living person shall be deemed to have no value.

ARTICLE XIX Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. In the event that the sole Trustee of a trust is a beneficiary of the trust, the Trustee may appoint, but shall not be required to appoint, a Co-Trustee as provided herein. A beneficiary's interest shall not be merged or converted into a legal life estate or estate for years because the beneficiary is the sole Trustee. If this would still happen under applicable law, then a Co-Trustee shall be appointed in preference to such merger or conversion.

2. Separate trusts hereunder may have different Trustees.

3. A Trustee may be appointed pursuant to this Article for a limited purpose or time or to hold only specified powers.

4. To the extent not prohibited by applicable law, any Trustee may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Trustee complies with any applicable state law governing the resignation of the Trustee that may not be waived by a governing instrument.

5. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee or shall have any duty to examine the records of any predecessor Trustee. A successor Trustee may accept the account rendered and the property delivered to the successor Trustee by or on behalf of the predecessor Trustee as a full and complete discharge of the predecessor Trustee without incurring any liability or responsibility for so doing. The successor Trustee shall be indemnified out of trust property for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Trustee occurring before the date the trust property was received by the successor Trustee.

6. No individual fiduciary hereunder shall participate in any decision with respect to any tax election or option, under Federal, state or local law that could enlarge, diminish or shift his or her beneficial interest hereunder from or to the beneficial interest hereunder of another person. Any such tax election or option shall be made only by a fiduciary or fiduciaries that do not have a beneficial interest hereunder or whose beneficial interest could not be enlarged, diminished or shifted by the election or option. If the only fiduciary or fiduciaries who otherwise could exercise such tax election or option hold beneficial interests hereunder that could be so enlarged, diminished or shifted, another individual or a bank or trust company (but not an individual, bank or trust company that is related or subordinate within the meaning of Code Sec. 672(c) to any acting fiduciary hereunder) shall be appointed by the fiduciary or fiduciaries by an acknowledged instrument delivered to the person so appointed and the fiduciary so appointed shall alone exercise any such election or option.

7. If any Trustee is removed, resigns or otherwise ceases to act as Trustee of any trust hereunder, the Trustee shall deliver all records and trust property in the Trustee's possession with respect to such trust to the then acting Trustees or, if no other Trustee is then acting with respect to such trust, to the successor Trustee upon receipt of written notice of the designation of the successor Trustee from the person appointing such successor Trustee, or any other person entitled to the records or trust property within a reasonable amount of time after the Trustee ceases to act, and unless a Trustee is then acting with respect to such trust, the Trustee who ceases to act shall continue to have all of the duties of a Trustee and the powers necessary to protect the records and trust property until delivered as provided herein.

B. Accountings and Other Proceedings.

1. I direct that a trust hereunder be subject to independent administration with as little court supervision as the applicable state law allows. The Trustee shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. The Trustee shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustee shall determine. The Trustee shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of the trust. The Trustee shall not be required to register any trust hereunder except as required by law.

2. I direct that in any proceeding relating to a trust hereunder, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. Authorization of Conflict of Interest. I have appointed the persons named in this Agreement as the Trustee hereunder, cognizant of the fact that they may also serve

as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities which may form a substantial part of my estate or any trust hereunder, and that their interests as Trustee hereunder may conflict with their individual interests as such general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities. Notwithstanding the foregoing, I wish these persons to serve as Trustee because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the partnerships, corporations or other business entities to manage and operate the partnerships, corporations or other business entities, including making decisions related to the sale of any real property held by any such partnership, corporation or other business entity and the reinvestment of the proceeds of sale in a new real estate project. In addition, I authorize any Trustee to act as general and limited partners, managers, directors, officers, accountants, employees and/or other owners with respect to the partnerships, corporations and other business entities, and to receive compensation for his, her or its services.

D. Fiduciary to Fiduciary Self-Dealing. Except to the extent a restraint on self-dealing may not be waived under applicable local law by a governing instrument, I authorize any Trustee acting hereunder, without court approval or notice, (i) to purchase or otherwise acquire assets from and (ii) to sell, transfer, exchange or loan any assets to any trust of which such Trustee is acting as a trustee and/or any estate of which such Trustee is acting as a Personal Representative in any manner, at any time or times, and upon such terms, credits and conditions as the Trustee may deem advisable notwithstanding that such participation otherwise may be an act of self-dealing under applicable state law.

E. Continuation of Trustee's Powers. Powers granted to the Trustee hereunder or by applicable law shall continue with respect to all property held hereunder to be exercisable by the Trustee until property is actually distributed to a beneficiary. By way of illustration and not by way of limitation, the Trustee may invest and reinvest and take all investment action with respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

F. Additional General Provisions Regarding Fiduciaries.

1. Until the Trustee shall receive written notice of any event, including birth, marriage, divorce, performance of education requirements, death, or any other event which affects the administration or distribution of a trust, the Trustee shall not be liable for a loss resulting from the Trustee's lack of knowledge.

2. Under this Agreement, if two or more separate trusts with the same beneficiaries and same terms are created, either by direction or pursuant to the exercise of discretion, I intend that the separate trusts may, but need not, have the same investments and

may, but need not, follow the same pattern of distributions. The Trustee's powers shall be exercisable separately with respect to each trust.

3. Except to the extent, if any, specifically provided otherwise in this Agreement, references to the Trustee shall, in their application to a trust hereunder, refer to all those from time to time acting as Trustee and, if two Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Trustees are eligible to act on a given matter, they shall act by majority. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments). In the exercise of discretion over distributions, if this Agreement provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, and if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, then the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

4. The Trustee shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of the trusts under this Agreement or in furtherance of his or her fiduciary duties and obligations.

5. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or any beneficiary.

6. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of a trust hereunder may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Trustee or such a firm.

7. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation. The Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct, may make short sales of any type, and may engage in any other type of financial investment or arrangement even if not specifically described herein and even if not currently used in markets at the time of execution of this Agreement. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment. The Trustee may, but need not, favor retention of assets originally owned by me. The Trustee shall not be under any duty to diversify investments, regardless of any rule of law

requiring diversification, and any such duty is hereby waived. The Trustee may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Agreement.

8. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to a trust hereunder shall not be deemed a conflict of interest, and the Trustee may pay fees for such services to such Trustee or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Trustee to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Trustee who also renders professional services shall receive full compensation for both services as a Trustee and the professional services rendered, except as specifically limited by law.

9. No state law restraint on acts of self-dealing by a fiduciary shall apply to my Wife or a descendant of mine, if acting as a Trustee hereunder, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Agreement, such Trustee may enter into transactions on behalf of a trust hereunder in which that Trustee is personally interested so long as the terms of such transaction are fair to the trust. For example, such Trustee may purchase property from the trust at its then fair market value without court approval.

10. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith, with reckless indifference to the purposes of the trust or the interests of the beneficiaries, or in violation of specific provisions of this Agreement. If I have set forth general guidelines (as opposed to directions or dollar limits) for the Trustee in making distributions, those guidelines shall be merely suggestive and shall not create an enforceable standard whereby a distribution could be criticized or compelled. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances. This paragraph shall not, however, apply to any standards framed in terms of health, education, maintenance or support (including support in an accustomed manner of living), as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), when applied to a Trustee's power or a power held individually, although even in those cases the holder of the power shall have as much discretion as is consistent therewith; except that if I have provided that the Trustee "may" (as opposed to "shall") distribute income or principal pursuant to such an ascertainable standard, the Trustee's exercise of discretion to make distributions pursuant to that ascertainable standard shall be absolute and uncontrolled and shall not create an enforceable right whereby a distribution could be compelled, it being my intent to limit the Trustee's discretion by an ascertainable standard, not require the Trustee to make distributions

pursuant to that ascertainable standard. An Interested Trustee who is otherwise authorized to make distributions to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause the trust property to be subject to the claims of the creditors of such Interested Trustee.

11. Notwithstanding any other provision of this Agreement, each Trustee (other than me) is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust. Further, notwithstanding any other provision of this Agreement, any Trustee authorized to distribute income or principal for his or her own health, education, maintenance or support in his or her accustomed manner of living, as those words shall create an ascertainable standard for Federal tax purposes under Code Sec. 2041(b), shall consider all resources reasonably available to himself or herself. Subject to that, in exercising discretion over distributions, the Trustee may consider or disregard other resources available to any beneficiary.

12. A Trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

13. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

14. Unless I have specifically provided otherwise, and subject to any ascertainable standard governing its exercise for Federal tax purposes under Code Sec. 2041(b), the Trustee's discretionary power to distribute income or principal includes the power to distribute all of such income and/or principal to one or more members of a class to the exclusion of others, whether or not the terms of the trust specifically mention that possibility.

G. Waiver of Bond. No Trustee shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE XX

Governing Law and Trustee Powers

The interpretation and operation of the trust shall be governed by the laws of the State of Florida. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to the trust. The Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. The powers of the Trustee shall include the following:

A. Deceased Spousal Unused Exclusion Amount Election. If there is no Personal Representative appointed for my estate, I direct that the Trustee do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable Federal estate tax law. My Wife shall have no obligation to make any payment to the Trust or to any other beneficiaries of the Trust in order for the Trustee to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions hereunder because this election was made.

B. Special Trustee Liability Provision. Some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of any other Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based on such Trustee's bad faith or reckless indifference to the purposes of the trust or the interests of the beneficiaries. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, provided the Trustee agrees to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph.

C. Allocate Receipts and Disbursements. The Trustee (excluding, however, any Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as the Trustee (excluding, however, any Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law.

D. Grant Conservation Easement. The Trustee may grant a conservation easement described in Code Sec. 2031(c) over any real property passing under this Agreement and without the consent or joinder of any devisee of such real property or of any court or other judicial office.

E. Oil and Gas. The Trustee may, with respect to rights or interests in oil, natural gas, minerals and other natural resources (together with related equipment), including oil and gas royalties and leases, whether owned in fee, as lessee, lessor, licensee, concessionaire or otherwise, or alone or jointly as partner, joint tenant, joint venturer or in any other non-corporate manner: (i) drill, test, explore, maintain, develop and otherwise exploit, either alone or jointly

with others, any such rights or interests; (ii) enter into operation, farm-out, pooling or unitization agreements in connection with any or all of such rights and interests; and (iii) extract, remove, process, convert, retain, store, sell or exchange such rights and interests and the production therefrom, all in any manner, to any extent, on any terms and for any consideration.

F. Amortize Securities Premiums. The Trustee (excluding, however, any Interested Trustee) may amortize, in whole or in part, the premium on securities received or purchased at a premium, or treat as income the gross return from such securities. I anticipate (but I do not direct) that the Trustee will consider amortization when failure to amortize would result in a substantial impairment of principal.

G. Negating Power of Appointment for Interested Trustee as Beneficiary. Notwithstanding any other provision of this Agreement, no Interested Trustee who is a beneficiary of any trust created hereunder shall ever participate as Trustee of that trust in (i) the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications, uses or accumulations of income or principal by the Trustee to or for any beneficiary other than pursuant to an ascertainable standard, if any, expressly set forth and authorized in this Agreement, or (ii) the exercise of any general power of appointment described in Code Sec. 2041 or 2514 (but this shall not apply to a general power of appointment, if any, granted in a non-fiduciary capacity). If any Trustee is under a duty to support a beneficiary or is acting as a guardian, conservator, or similar fiduciary of any person who is a beneficiary, such Trustee shall not participate in the exercise, or decision not to exercise, any discretion over beneficial payments, distributions, applications or uses of trust property in discharge of any obligation of support. No Trustee shall participate in the exercise of any discretion (including, but without limitation, any discretion which would constitute an “incident of ownership” within the meaning of Code Sec. 2042(2)) with respect to any insurance policy on his or her life held hereunder. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall have any power of appointment over or power to direct the beneficial enjoyment of the fractional share of any trust hereunder consisting of disclaimed property, including any accumulated income of that share, unless such power to direct the beneficial enjoyment is limited by an ascertainable standard. The limitations in this paragraph shall not apply to me if I am serving as Trustee. For purposes of this paragraph, I shall be considered the only beneficiary of the trust during my lifetime.

H. Security Interests. The Trustee may grant security interests and execute all instruments creating such interests upon such terms as the Trustee may deem advisable.

I. Tax Elections and Allocations. The Trustee may make all tax elections and allocations the Trustee may consider appropriate, including any election to treat this revocable trust as part of my estate for income tax purposes, even though a Trustee may have an interest affected by the election, except where a Trustee is prohibited from participating in the election by another provision of this Agreement; provided, however, this authority is exercisable

only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

J. Determinations About Property. The Trustee may determine what property is covered by general descriptions contained in this Agreement.

K. Investment Responsibility. The Trustee may retain any property originally owned by me and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including, without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which a Trustee is a partner) and other forms of joint investment (which may but need not be managed by, advised by or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by the Trustee.

L. Compromise Claims or Debts. The Trustee may compromise claims or debts and abandon or demolish any property which the Trustee shall determine to be of little or no value.

M. Borrowings. The Trustee may borrow from anyone, even if the lender is a Trustee under this Agreement, and may pledge property as security for repayment of the funds borrowed, including the establishment of a margin account. In addition, I, while acting as Trustee, and any Disinterested Trustee may guarantee any loan made to a beneficiary of any trust hereunder, and may issue indemnifications as reasonably necessary and pledge trust assets as security for any such loan, guarantee or indemnification. No Trustee shall be personally liable for any such loan, guarantee or indemnification, and such loan, guarantee or indemnification shall be payable only out of assets of the trust.

N. Sale or Exchange of Property. The Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. The Trustee may give such warranties or indemnifications as the Trustee may deem advisable.

O. Participation in Mergers and Reorganizations. The Trustee may join in any merger, reorganization, voting-trust plan or other concerted action of security holders and delegate discretionary powers (including investment powers) in entering into the arrangement.

P. Allocate Gain to Income or Principal. The Trustee (other than any Interested Trustee) may allocate within the meaning of Reg. §1.643(a)-3(b) to income or to principal, or partly to income and partly to principal, all or part of the realized gains from the sale or exchange of trust assets; provided, however, that, if income is defined under an applicable state statute as a unitrust amount and the trust is being administered pursuant to such statute, the allocation of gains to income must be exercised consistently and the amount so allocated may not

be greater than the excess of the unitrust amount over the amount of distributable net income determined without regard to Reg. §1.643(a)-3(b).

Q. Character of Unitrust Amount Paid. The Trustee (other than any Interested Trustee) may, within the meaning of Reg. §1.643(a)-3(e), specify the tax character of any unitrust amount paid hereunder. The Trustee (other than any Interested Trustee) may take any action that may be necessary in order for such specification to be respected for tax purposes.

R. Distributions as Paid from Capital Gains. The Trustee (other than any Interested Trustee) may deem, within the meaning of Reg. §1.643(a)-3(e), any discretionary distribution of principal as being paid from capital gains realized during the year. The Trustee (other than any Interested Trustee) may take any action that may be necessary in order for such deeming to be respected for tax purposes.

S. Distributions in Cash or Kind. The Trustee may, without the consent of any beneficiary, distribute in cash or in kind, and allocate specific assets in satisfaction of fractional shares or pecuniary sums among the beneficiaries (including any trust) in such proportions, not necessarily pro rata, as the Trustee may determine, even though a Trustee has an interest affected by the distribution and even though different beneficiaries entitled to the same sum or share may thereby receive different mixes of assets, possibly with different income tax bases, as long as the fair market value of property on the date of distribution is used in determining the extent to which any distribution satisfies a sum or share. The decision of the Trustee in dividing any portion of the Trust Fund between or among multiple beneficiaries shall be binding on all persons.

T. Application of Property. The Trustee may apply to the use or for the benefit of any individual, any property whether principal or income, that otherwise would or could be distributed directly to such individual.

U. Improvements to Property. The Trustee may, with respect to any real property: (i) partition, subdivide or improve such property and enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which a trust hereunder has an interest and impose or extinguish restrictions on any such real estate; (ii) sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and execute any instrument necessary to do that; and (iii) charge to principal the net loss incurred in operating or carrying non-income producing real property.

V. Acquisition and Maintenance of Real Property. The Trustee may acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any one or more of the beneficiaries of any trust whenever that action is consistent with the terms of that trust, and, if the Trustee shall determine that it would be in the best interests of the beneficiaries of that trust (and consistent with the terms of that trust) to maintain a residence for their use but that the residence owned by that trust should not be used for such purposes, the Trustee may sell said residence and apply the

net proceeds of sale to the purchase of such other residence or make such other arrangements as the Trustee shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of that trust and thereafter held, administered and disposed of as a part thereof. The Trustee may pay all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including independent contractors) and other expenses incident to the running of a household for the benefit of the beneficiaries of that trust. Without limiting the foregoing, the Trustee may permit any income beneficiary of any trust created hereunder to occupy any real property or use any personal property forming a part of that trust on such terms as the Trustee may determine, whether rent free or in consideration of payment of taxes, insurance, maintenance and ordinary repairs or otherwise.

W. Acquisition and Maintenance of Personal Property. The Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of income, and without any duty to convert such property to productive property, and pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee deems suitable for the purpose.

X. Digital Assets and Accounts. The Trustee may take any action with respect to any Digital Assets, Digital Accounts, and Digital Devices held as part of any trust hereunder (whether by explicit transfer or by general assignment), or which are, or were, owned or lawfully used by me in connection with any asset held as part of any such trust, as the Trustee shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which is, or was, owned or lawfully used by me, individually or jointly, and (c) the authority to change a username and password used by me to gain access to such accounts and information. I expressly authorize the disclosure to the Trustee of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of electronic communications sent or received by me, and (b) all content of electronic communication sent or received by me. The Trustee may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my “lawful consent” for the Trustee to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may

require such consent or authorization. The authority granted under this paragraph is intended to provide the Trustee with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, or associated with or used in connection with the Business (as defined in the Article herein entitled “The Closely-Held Business”), to the extent permitted under Section 740.003 of the Florida Statutes.

Y. Hold Trusts as Combined Fund. The Trustee may hold two or more trusts hereunder as a combined fund (allocating ratably to such trusts all receipts from, and expenses of, the combined fund) for convenience in investment and administration, but no combination of trusts for this purpose may alter their status as separate trusts.

Z. Consolidation of Trusts. After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may consolidate any trust with another trust if the consolidation will not impair the rights of any beneficiary or adversely affect the achievement of the purposes of the trust and administer the two as one trust, provided that each portion of the consolidated trust shall terminate and vest in possession no later than the date required for the separate trust from which it came. Without in any way limiting the discretion of the Trustee granted by this paragraph, I envision that the Trustee will not elect to consolidate two or more trusts with different inclusion ratios for generation-skipping transfer tax purposes.

AA. Division of Trusts. After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable the GST Exemption to be allocated separately to one of the trusts, to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them or otherwise to make possible a separate trust with a zero inclusion ratio because the trusts have different transferors for GST purposes or for any other tax or non-tax purpose, provided the division does not impair rights of any beneficiary or adversely affect the achievement of the purposes of the trust. Any such division shall be by fractional shares and each share shall participate pro rata in income, appreciation and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000))) shall be applied to the separate trusts based on the fractional shares into which they are divided. Any such division may be retroactive to an earlier effective date, and each separate trust created by the division shall be treated as a separate trust for all purposes from the date on which the division is effective. If a trust is divided pursuant to this paragraph into two trusts, one that is exempt from Federal generation-skipping transfer tax (“GST Exempt Trust”) and one that is not exempt from Federal generation-skipping transfer tax (“GST Non-Exempt Trust”), then, without limiting the Trustee’s discretion, hereunder I suggest that no distribution of principal be made from such GST Exempt Trust until the principal of such GST Non-Exempt Trust is exhausted, unless there is a compelling reason to do so.

BB. Loans. The Trustee may make loans to, may buy property from, and generally shall have the power to make contracts with my estate or my Wife's estate, or the trustee of any trust subject to any wealth transfer tax upon either of our deaths, regardless of the fact that one or more or all of the persons serving as Trustee hereunder are also serving as a selling or borrowing or otherwise contracting Personal Representative or Trustee; provided that such loans shall be for adequate interest and shall be adequately secured, and such purchases shall be for the property's then fair market value.

CC. Reliance Upon Advice. The Trustee may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

DD. Trustee as Agent. Trustees serving in any jurisdiction in which a corporate trustee is unable to serve as Trustee may use such corporate trustee as an agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate trustee such compensation for its services as an agent as shall be agreed upon by all Trustees.

EE. Additions to Trust. The Trustee may accept or decline to accept additions from any source.

FF. Custodian Employed. The Trustee may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation.

ARTICLE XXI

S Corporation Stock

Before the date on which any "S Corporation Shares" (defined below) otherwise would pass to or be treated as held by an "Ineligible Trust" (defined below), the Trustee (excluding, however, any Interested Trustee) may elect to hold these S Corporation Shares in one or more separate trusts or shares as set forth in this Article. The Trustee (excluding, however, any Interested Trustee) may elect to hold such S Corporation Shares under the paragraph entitled "Qualified Subchapter S Trusts" or the paragraph entitled "Electing Small Business Trusts," as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate, considering the changes that such provisions would require from the terms and conditions under which such shares otherwise would be held under this Agreement.

A. Qualified Subchapter S Trusts. Any S Corporation Shares held under this paragraph shall be held on the following terms:

1. Each trust held under this paragraph shall be a separate trust or substantially separate and independent share, as defined in Code Sec. 1361(d)(3), held for the benefit of one beneficiary. Any reference in this paragraph to a beneficiary's separate trust shall refer equally to any substantially separate and independent trust share.

2. Until the "QSST Termination Date" (defined below), the Trustee shall annually distribute all the trust's "Net Income" (defined below) to the sole beneficiary of each trust held under this paragraph, together with as much of that trust's principal as is appropriate under the standard contained in the trust which otherwise would have held such S Corporation Shares. The Trustee shall not distribute income or principal to anyone other than the beneficiary to whom Net Income is distributable until the QSST Termination Date.

3. Upon the QSST Termination Date, the Trustee shall distribute the remaining trust assets to the beneficiary to whom Net Income was then distributable, if then living, or otherwise in accordance with the terms of the trust which would otherwise have held such S Corporation Shares.

4. The Trustee shall notify the sole beneficiary of each trust held under this paragraph that he or she must timely and properly elect under Code Sec. 1361(d)(2) to cause such trust held to be treated as a Qualified Subchapter S Trust for Federal income tax purposes, and if the beneficiary fails or refuses to do so, the Trustee shall hold such S Corporation Shares under the paragraph entitled "Electing Small Business Trusts."

5. The Trustee (excluding, however, any Interested Trustee) shall administer any trust under this paragraph as a Qualified Subchapter S Trust, as defined in Code Sec. 1361(d)(3).

6. In the event there is more than one income beneficiary of an Ineligible Trust (defined below), the Trustee shall divide the S Corporation Shares that will be held under this paragraph into separate trusts, based on each beneficiary's interest in the income of the Ineligible Trust that otherwise would have held those shares. If no beneficiary was entitled to income of such Ineligible Trust at that time, the Trustee may divide the S Corporation Shares into separate trusts for the beneficiaries of such Ineligible Trusts in such manner as the Trustee (excluding, however, any Interested Trustee) shall deem appropriate.

B. Electing Small Business Trusts. Any S Corporation Shares held under this paragraph shall be held on the following terms:

1. The Trustee (excluding, however, any Interested Trustee) shall apportion to the trusts under this paragraph a reasonable share of the unallocated expenses of all

trusts under this Agreement in a manner consistent with the applicable Internal Revenue Code and Treasury Regulations.

2. The Trustee shall make that election required by Code Sec. 1361(e)(3) to qualify the trust under this paragraph as an Electing Small Business Trust under Code Sec. 1361(e).

3. The Trustee (excluding, however, any Interested Trustee) shall administer each trust under this paragraph as an Electing Small Business Trust under Code Sec. 1361(e).

C. Implementation. The Trustee (excluding, however, any Interested Trustee) shall manifest its selection of the form in which it shall hold any S Corporation Shares by written notice to all persons who would be eligible or entitled at the time of such writing to receive income from the Ineligible Trust that otherwise would hold such S Corporation Shares.

D. Definitions. The following definitions apply for purposes of this Article:

1. “Ineligible Trust” means a trust whose ownership of any S Corporation Shares would cause the termination of that corporation’s election to be taxed under subchapter S of the Code.

2. “Net Income” means income, as defined in Code Sec. 643(b).

3. “S Corporation Shares” means shares of any stock of a corporation, or membership interests in a limited liability company that has elected classification as a corporation, that then operates or that the Trustee shall deem likely to operate in the future under an election to have its earnings taxed directly to its stockholders under subchapter S of the Code.

4. The “QSST Termination Date” means, separately, with respect to each trust held under the paragraph entitled “Qualified Subchapter S Trusts,” the earlier of the date on which the beneficiary dies and the date on which the trust terminates.

ARTICLE XXII

The Closely-Held Business

A. Authority to Operate. The Trustee may operate the “Business” (as defined below) and retain any equity interests in the Business, even if these interests otherwise would be a speculative or inappropriate investment for a trust. The Trustee may do all things related to the operation of the Business that I could have done if living, in a fiduciary capacity, including, but not limited to, the following actions:

1. The Trustee may carry out the terms of any option or buy-sell agreements into which I may have entered.
2. The Trustee may sell or liquidate any of the Business interests at such price and on such terms as the Trustee may deem advisable.
3. The Trustee may arrange for and supervise the continued operations of the Business.
4. The Trustee may vote (in person or by proxy) as stockholder or otherwise and in any matter involving the Business on behalf of the Trust Fund.
5. The Trustee may grant, exercise, sell, or otherwise deal in any rights to subscribe to additional interests in the Business.
6. The Trustee may take any actions appropriate to cause the capital stock or securities in the Business to be registered for public sale under any state or Federal securities act; may enter into any underwriting agreements or other agreements necessary or advisable for this registration and sale; and may grant indemnities to underwriters and others in connection with such registration.
7. The Trustee may participate in any incorporation, dissolution, merger, reorganization or other change in the form of the Business and, where appropriate, deposit securities with any protective committees and participate in voting trusts.
8. The Trustee may delegate to others discretionary power to take any action with respect to the management and affairs of the Business that I could have taken as the owner of the Business.
9. The Trustee may invest additional capital in, subscribe to additional stock or securities of and loan money or credit to the Business from the Trust Fund.
10. The Trustee may accept as correct financial or other statements rendered by the Business as to its conditions and operations except when having actual notice to the contrary.
11. The Trustee may join with the Business as a borrower, may guarantee any loan made to the Business or any related entity in connection with the operation of the Business, may issue indemnifications as reasonably necessary in connection therewith, and pledge assets of the trust as security for any such loan, guarantee or indemnification. The Trustee shall not be personally liable for any such loan, guarantee or indemnification, and such loan, guarantee or indemnification shall be payable only out of the assets of the trust.

B. Additional Compensation. The Trustee shall be entitled to additional reasonable compensation for the performance of services with respect to the Business, which may be paid to the Trustee from the Business, the Trust Fund, or both, as the Trustee may deem advisable.

C. Conflict of Interest Waived. The Trustee may exercise the authorities granted under this Article even if the Trustee shall own personally an interest in the Business.

D. The “Business” Defined. The “Business” means any interest the Trust or I own, representing in the aggregate at least five percent (5%) of the total equity interests in any corporations, general and/or limited partnerships, limited liability companies or other business enterprises formed, operated or beneficially owned or participated in (to the extent of five percent (5%) or more) by the Trust or me. The “Business” does not include any interests that are regularly traded on an established exchange or over-the-counter.

ARTICLE XXIII Real Estate Investments

A. Authority to Retain. The Trustee may retain all interests that I, the Trust, or both, may own in any real estate that the Trustee shall determine to have been held primarily for investment at my death, even if it otherwise would be a speculative or inappropriate investment.

B. Authority to Manage. The Trustee may manage any real property or interests in any manner lawful to an owner thereof. This authority includes the right to manage, protect and improve such realty, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to mortgage or pledge it, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire, release, or grant easements or other rights relating to it, to subdivide it, to vacate any subdivision or any part thereof and re-subdivide it from time to time, to lease it in whole or in part and renew, extend, contract for, grant options in connection with leases, and to make any instruments and grant such covenants and warranties as the Trustee may deem advisable. Leases, contracts to sell, mortgages and any contract entered into by the Trustee can be made on any terms and for any period, including a period beyond the term of the administration of the trust.

C. Environmental Issues. The Trustee shall take into account any environmental law that may be relevant to any real estate included in the Trust Fund.

1. The Trustee may inspect property held directly or indirectly as part of the Trust Fund, including any interests in incorporated or unincorporated business entities, comply with environmental laws affecting this property and respond to a change in, or any actual or threatened violation of, any environmental law affecting property held as part of the Trust Fund.

2. The Trustee may appropriately respond to a change in, or prevent, abate or otherwise remedy any actual or threatened violation of any environmental law affecting property held as part of the Trust Fund, either before or after the initiation of an enforcement action by any governmental body.

3. The Trustee shall not be personally liable to any beneficiary for any decrease in value because of the compliance by the Trustee with any environmental law, including any reporting requirement. Neither the acceptance by the Trustee of property nor the failure by the Trustee to inspect property shall create any inference as to whether or not there is or may be any liability under any environmental law with respect to such property.

D. “Environmental Law” Definition. “Environmental law” means any Federal, state or local law relating to the protection of the environment or human health, and “hazardous substances” means any substances defined as hazardous or toxic or otherwise regulated by any environmental law.

ARTICLE XXIV Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Agreement:

A. Spouse. An individual’s “spouse” (other than with respect to me) is the person (if any) to whom that individual is married at any given time.

B. Descendants. References in this Agreement to a person’s “children,” “grandchildren,” and other “descendants” shall refer respectively to that person’s children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this Agreement as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child’s adoptive parent substitutes for the consenting parent under applicable state law.

3. Adoptions and marriages that are recognized under this Agreement shall not affect prior distributions or other interests that have previously vested in possession, but they shall enable a person to receive distributions from or remainder or other interests in a trust still in existence. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person’s ancestors. The descendants of a

person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person's ancestors.

C. Contract to Make Will or Trust. I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

D. Survivorship. Any beneficiary hereunder (other than as expressly provided elsewhere herein with respect to my Wife) who dies within ninety (90) days following the date of my death or the termination of or distribution from any trust under this Agreement for which entitlement the date of the beneficiary's death shall be relevant, shall be deemed to have predeceased me or to have died before the termination of or distribution from that trust, as the case may be, for all purposes of this Agreement.

E. Rights in Residence. An income beneficiary of any trust under this Agreement shall, for his or her lifetime, have the continuous and present use, occupancy and possession of any permanent residence of that beneficiary that constitutes part of the corpus of such trust, it being the intent of this provision to grant to such income beneficiary the requisite beneficial interest and possessory right in and to such real property in order to comply with Section 196.041 of the Florida Statutes, such that his or her beneficial interest and possessory right constitutes in all respects "equitable title to real estate", as that term is used in Section 6, Article VII, of the Constitution of the State of Florida.

F. Minor and Adult. Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question, except in cases when this Agreement has specifically defined "Minor" to mean a person under twenty-five (25) years of age.

G. Code and Regulations. References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" and "Regs." are to the Regulations under the Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this Agreement. A similar rule shall apply to references to the Regulations.

H. Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of the Trustee with respect to the Digital Assets and Accounts held hereunder:

1. "Catalogue of electronic communications" shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the

person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. “Content of electronic communications” shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. “Digital Assets” shall have the same meaning as in Section 740.002 of the Florida Statutes and shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A “Digital Device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. “Digital Accounts” shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

I. Interested Trustee. With respect to any trust, an “Interested Trustee” is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is, or in the future may be, eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person’s only interest is as a potential appointee under a non-fiduciary power of appointment held by another person which has not yet been exercised or the exercise of which can take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a “Disinterested Trustee.”

J. Per Stirpes. Property that is to be divided among an individual’s surviving or then-living descendants “per stirpes” or in “per stirpital shares” shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child’s surviving or then-living descendants in the same manner.

K. Personal Representative. Whenever herein a reference is made to a Personal Representative of mine, or to another person’s Personal Representative, such reference

shall be to those serving as the fiduciary of that person's estate, whether the title Personal Representative or a different title applies to such person or persons under applicable state law.

L. Incapacitated Settlor or Trustee. No individual (including me) shall serve as Trustee during any period in which such individual is determined to be incapacitated in accordance with the provisions of this paragraph. An individual shall be deemed to be "incapacitated" if the individual has been adjudged incapacitated or incompetent by a court of competent jurisdiction. An individual shall also be deemed to be "incapacitated," whether or not there is an adjudication of incapacity or incompetence, if (1) with respect to a Trustee, another then-serving Trustee or, if there is none, the next successor Trustee, receives written certification that the examined individual is having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in the individual's ability to make or communicate responsible decisions concerning the individual's personal welfare or the management of the individual's or the Trust's financial affairs and that such impairments are not anticipated to be of short duration, or (2) with respect to me, the then-serving Trustee or, if no Trustee other than me is serving, the next successor Trustee, receives written certification that I am having significant difficulties, physically or mentally, in receiving and evaluating information sufficient to create impairments in my ability to make or communicate responsible decisions concerning my personal welfare or the management of my or the Trust's financial affairs and that such impairments are not anticipated to be of short duration. For purposes of this paragraph, an impairment that is anticipated to last less than one (1) month shall be of short duration. The following shall apply to any certification required by this paragraph:

1. The certification shall be valid only if it is signed by a licensed physician who is the primary health care provider of, and has personally examined, the Trustee or me, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has personally examined the individual and the other of whom has also personally examined the individual.

2. This certification need not indicate any cause for the incapacity of the Trustee or me.

3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that I am no longer having significant difficulties or impairments in managing my personal financial affairs, or that the former Trustee is no longer having significant difficulties or impairments in managing the former Trustee's personal financial affairs, as the case may be. This certification, too, shall be valid only if it is signed by a licensed physician who is the primary health care provider of, and has personally examined, the former Trustee or me, as the case may be. In the event that the individual to be examined does not have a primary health care provider, then the certification shall be valid if signed by at least two (2) licensed medical providers, at least one of whom is an attending or treating physician who has

personally examined the individual, and the other of whom has also personally examined the individual.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with a Trustee other than the one removed for incapacity based on these certifications.

M. GST Exempt and GST Non-Exempt Trusts. As used hereunder, any trust that is wholly exempt from Federal generation-skipping transfer tax shall be known as a “GST Exempt Trust” and any trust that is not wholly exempt from such tax shall be known as a “GST Non-Exempt Trust.”

N. Gross Estate. “Gross estate” means my gross estate as determined for Federal estate tax purposes (or for state death tax purposes where relevant).

O. Change of Situs. The situs of the property of any trust created hereunder may be maintained in any jurisdiction that is appropriate to the trust purposes and its administration, in the discretion of the Trustee, and thereafter transferred at any time or times to any such jurisdiction selected by the Trustee in accordance with applicable state law, which may include court approval of the transfer or adequate notice to trust beneficiaries. Upon any such transfer of situs, the trust estate of that trust may thereafter, at the election of the Trustee of said trust, be administered exclusively under the laws of (and subject, as required, to the exclusive supervision of the courts of) the jurisdiction to which it has been transferred. Accordingly, if the Trustee of any trust created hereunder elects to change the situs of any such trust, said Trustee is hereby relieved of any requirement to qualify in any other jurisdiction and of any requirement to account in any court of such other jurisdiction.

ARTICLE XXV

Revocability of Trust and Rights Reserved

I reserve the rights listed in this Article, each of which may be exercised whenever and as often as I may wish. To the extent permitted by law, the rights so reserved shall be exercisable by my agent or attorney-in-fact acting under a power of attorney.

A. Amend or Revoke. The right, to be exercised solely by an acknowledged instrument in writing, to revoke or amend this Agreement or any trust hereunder.

B. Remove and Appoint Trustees. The right to remove any Trustee and appoint substitute, additional or successor Trustees.

C. Approve Investment Decisions. The right to approve the Trustee’s investment decisions. My approval in accordance with this paragraph shall bind all other beneficiaries.

D. Approve Trustee's Conduct. The right from time to time to approve of the Trustee's conduct (whether in connection with an accounting by the Trustee or without an accounting). My approval in accordance with this paragraph shall bind all other beneficiaries.

E. Insurance Policies. All rights I may have as the owner of any insurance policies payable to the Trustee.

ARTICLE XXVI Savings Clause

Should any of the provisions or directions of this Agreement fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Agreement be invalidated, impaired or affected thereby, but that this Agreement be construed as if such invalid provision or direction had not been contained therein.

ARTICLE XXVII Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have signed this Agreement, as Settlor and as Trustee, effective the day and year first above written and executed on the date set forth below.

Dated: _____

JOHN A. DOE,
as Settlor and as Trustee

This instrument was on the date hereof signed, published and declared by JOHN A. DOE, as Settlor of the JOHN A. DOE REVOCABLE TRUST, in our presence and in the presence of each of us, and we, at the same time, at said Settlor's request, in said Settlor's presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses.

WITNESSES:

Witness

Print Name

Print Address

Witness

Print Name

Print Address

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

I, JOHN A. DOE, have been sworn by the officer signing below, and declare to that officer on my oath and to the subscribing witnesses, that I, in the presence of the witnesses, signed the foregoing instrument as the JOHN A. DOE REVOCABLE TRUST.

JOHN A. DOE, Settlor

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that Settlor declared the foregoing instrument to be the JOHN A. DOE REVOCABLE TRUST, and signed it in our presence and that we each signed the foregoing instrument as a witness in the presence of Settlor and of each other.

Witness

Witness

Acknowledged, sworn to and subscribed before me by Settlor, JOHN A. DOE, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and by the witnesses, _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and subscribed by me in the presence of Settlor and the subscribing witnesses, all on the _____ day of _____, 2020.

Notary Public - State of Florida

**SCHEDULE A
JOHN A. DOE REVOCABLE TRUST**

Initial Trust Property

Cash.....\$10.00

LAST WILL AND TESTAMENT
OF
JOHN A. DOE

Prepared by:

LAST WILL AND TESTAMENT OF JOHN A. DOE

I, JOHN A. DOE, of _____ County, Florida, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I Family Information

I am married to JANE B. DOE and any reference to my Wife shall be to her. My children born before the date of this Will are JEFFREY C. DOE, born on January 1, 1990, and JENNIFER D. DOE, born on January 2, 1995.

ARTICLE II Tangible Personal Property

A. Separate Writing. I may dispose of some or all of my tangible personal property in one or more separate written lists, provided such lists are signed by me and describe the dispositions to be made with reasonable certainty. If there is a conflict between one or more of the separate written lists, the most recent list will control the disposition of that item. To be binding, a separate written list must be found within three (3) months of my death.

B. General Gift of Tangible Personal Property. I give all my tangible personal property (other than items effectively disposed of above) to my Wife, if she survives me. If my Wife does not survive me, I give such property to my descendants who survive me, per stirpes. My descendants shall divide such property among themselves by agreement. However, if my descendants cannot agree on the division of such property, my Personal Representative may sell any such property that my Personal Representative determines I would not wish to have preserved for my descendants, add the proceeds of such sale to my estate and distribute the balance of such property to my descendants who survive me, per stirpes. The decisions of my Personal Representative relative thereto shall be final and binding on all concerned.

C. Gift Includes Insurance. A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

D. Payment of Packing, Shipping and Delivery Expenses. Any reasonable expense, as determined by my Personal Representative, of packing, shipping, insuring and delivering tangible personal property to an individual under this Article at such individual's residence or place of business shall be paid by my Personal Representative as an administration expense.

E. Survivorship. Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

ARTICLE III Residue

I give my Residuary Estate to the then serving Trustee of the JOHN A. DOE REVOCABLE TRUST, created of even date herewith (sometimes referred to as “the Trust” or “the Trust Agreement”), that I have signed before signing this Will, to be disposed of as provided in the Trust Agreement, including any amendments to the Trust Agreement. If this gift is ineffective but the terms of the Trust Agreement may be incorporated into this Will or otherwise carried out under this Will, then (i) I hereby appoint the Trustee under the Trust Agreement to be Trustee under this Will; (ii) I incorporate the provisions of the Trust Agreement into this Will; (iii) I give my Residuary Estate to the Trustee under this Will; and (iv) I direct that my Residuary Estate shall be disposed of in the manner provided in the Trust Agreement but with the trusts thereby set forth treated as trusts under this Will. I direct my Personal Representative to follow any instructions contained in the Trust Agreement in making any tax election, including, but not limited to, the allocation of my Available GST Exemption (as defined in the Trust Agreement). I direct that any term or phrase referred to in this Will but not defined herein be given the meaning set forth in the Trust Agreement for such term or phrase. I direct that the taxes imposed by reason of my death upon property passing under and outside this Will be apportioned and paid in the manner provided in the Trust Agreement, and I incorporate as part of this Will the tax apportionment provisions of the Trust Agreement as now existing or as amended after the execution of this Will.

ARTICLE IV Personal Representative

A. Appointment of Personal Representative.

1. I appoint my Wife, JANE B. DOE, to serve as Personal Representative hereunder.

2. I appoint my son, JEFFREY C. DOE, to serve as Personal Representative hereunder if and when JANE B. DOE fails or ceases to qualify or serve as Personal Representative.

3. I appoint my daughter, JENNIFER D. DOE, to serve as Personal Representative hereunder if and when all other Personal Representatives previously appointed fail or cease to qualify or serve as Personal Representative.

B. Co-Personal Representatives. A Co-Personal Representative may be appointed by a then serving Personal Representative (the “appointing Personal Representative”)

at any time, regardless of how many Personal Representatives are serving, provided that all other Personal Representatives who may then be serving consent to such appointment. A Co-Personal Representative so appointed hereunder shall serve while the appointing Personal Representative serves, and shall continue to serve if the appointing Personal Representative ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve.

C. Successor Personal Representatives. If a specific successor Personal Representative is named to succeed a particular Personal Representative named in this Article, such specific successor Personal Representative shall serve as successor as appointed above. In all other cases, any Personal Representative (the “appointing Personal Representative”) may appoint successor Personal Representatives in accordance with this paragraph:

1. Any individual Personal Representative serving at any time may appoint a successor Personal Representative to serve when the appointing Personal Representative ceases to serve as Personal Representative.

2. If an appointing Personal Representative names a successor Personal Representative, and if I have also named or provided for the appointment of one or more successor Personal Representatives herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Personal Representative shall be made by an acknowledged instrument delivered to any and all other Personal Representatives who may then be serving and filed in the court or other judicial office in which this Will has been admitted to original probate or, if this Will has not yet been admitted to original probate, where it has been first offered for original probate.

D. Removal of Corporate Personal Representatives. The individual Personal Representative serving at any time, or if there is no individual Personal Representative serving, the individual Trustee of the Trust Agreement, shall have the right to remove, for any reason or no reason at all, and replace a corporate Personal Representative hereunder, whether that corporate Personal Representative is currently serving or has been named or designated to serve in the future, with a corporation or other entity with fiduciary powers.

E. Filling Personal Representative Vacancies. If there is neither an effectual appointment of a successor Personal Representative nor any effectual provision otherwise hereunder for the appointment of a successor Personal Representative, the Trustee of the Trust Agreement shall have the right to appoint an individual, corporation or other entity with fiduciary powers whenever the office of Personal Representative becomes vacant.

F. Compensation of Personal Representatives. A Personal Representative shall receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Personal Representative waives compensation. The collection

by my Personal Representative of insurance proceeds and retirement benefits payable to my estate shall not be subject to Personal Representative's compensation.

ARTICLE V
Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. To the extent not prohibited by applicable law, any Personal Representative may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Personal Representative complies with any applicable state law governing the resignation of the Personal Representative that may not be waived by a governing instrument.

2. No successor Personal Representative shall be personally liable for any act or failure to act of any predecessor Personal Representative or shall have any duty to examine the records of any predecessor Personal Representative. A successor Personal Representative may accept the account rendered and the property delivered to the successor Personal Representative by or on behalf of the predecessor Personal Representative as a full and complete discharge of the predecessor Personal Representative without incurring any liability or responsibility for so doing. The successor Personal Representative shall be indemnified out of the property passing under this Will for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Personal Representative occurring before the date such property was received by the successor Personal Representative.

B. Accountings and Other Proceedings.

1. I direct that my estate be subject to independent administration with as little court supervision as the applicable state law allows. My Personal Representative shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Personal Representative shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as my Personal Representative shall determine. My Personal Representative shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate.

2. I direct that in any proceeding relating to my estate, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. Additional General Provisions Regarding Fiduciaries.

1. Except to the extent, if any, specifically provided otherwise in this Will, references to my Personal Representative shall, in their application to my estate, refer to all those from time to time acting as Personal Representative and, if two Personal Representatives are eligible to act on any given matter, they shall act unanimously, and if more than two Personal Representatives are eligible to act on a given matter, they shall act by majority.

2. My Personal Representative shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of my estate or in furtherance of his or her fiduciary duties and obligations.

3. No Personal Representative shall be liable to anyone for anything done or not done by any other Personal Representative or any beneficiary.

4. The fact that a Personal Representative is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Personal Representative or through any firm of which a corporate or individual Personal Representative is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of my estate may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Personal Representative or such a firm.

5. My Personal Representative may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Personal Representative shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. My Personal Representative may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Will or the Trust Agreement.

6. The fact that a Personal Representative (or a firm of which a Personal Representative is a member or with which a Personal Representative is otherwise affiliated) renders legal or other professional services to my estate shall not be deemed a conflict of interest, and my Personal Representative may pay fees for such services to such Personal Representative or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Co-Personal Representative to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Personal Representative who also renders professional services shall receive full compensation for both services as a Personal Representative and the professional services rendered, except as specifically limited by law.

7. No state law restraint on acts of self-dealing by a fiduciary shall apply to my Wife or a descendant of mine, if acting as a Personal Representative hereunder, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Will, such Personal Representative may enter into transactions on behalf of my estate in which that Personal Representative is personally interested so long as the terms of such transaction are fair to my estate. For example, such Personal Representative may purchase property from my estate at its then fair market value without court approval.

D. Waiver of Bond. No Personal Representative shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE VI Fiduciary Powers

My Personal Representative may, without prior authority from any court, exercise all powers conferred by this Will or the Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to this Will or the Trust Agreement. My Personal Representative shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Personal Representative until the actual distribution of the property. The powers of my Personal Representative shall also include the following powers:

A. Deceased Spousal Unused Exclusion Amount Election. I direct that my Personal Representative do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable Federal estate tax law. My Wife shall have no obligation to make any payment to my estate or to any other beneficiaries of my estate in order for my Personal Representative to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions under my estate because this election was made.

B. Allocate Receipts and Disbursements. My Personal Representative (excluding, however, any Interested Personal Representative) may allocate receipts and disbursements to income or principal in such manner as my Personal Representative (excluding, however, any Interested Personal Representative) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law. My Personal Representative shall follow any direction by the trustees of a trust (excluding, however, any Interested Trustee) with respect to allocations affecting property passing to that trust.

C. Qualification of Eligible Property. My Personal Representative (excluding any Interested Personal Representative) may determine whether and to what extent to elect to qualify any eligible property for the Federal or state marital deduction. No Interested

Personal Representative may participate in the decision to make or refrain from making any such election. I recognize that an Interested Personal Representative may be required to sign the Federal and/or state estate (or other death) tax returns with respect to my estate, but such signature shall not be deemed to constitute the participation by that Interested Personal Representative in the making or refraining from making of this election. No Personal Representative shall have any liability to any person on account of having made or having refrained from making this election in good faith.

D. Distributions to Minor Beneficiaries. My Personal Representative may distribute any of my estate to a beneficiary under twenty-five (25) years of age by distribution to any appropriate person (who may be a Personal Representative) chosen by my Personal Representative as custodian under any appropriate Uniform Transfers (or Gifts) to Minors Act, to be held for the maximum period of time allowed by law. My Personal Representative may also sell any asset that cannot be held under this custodianship and invest the sales proceeds in assets that can be so held.

E. Sale or Exchange of Property. My Personal Representative may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. My Personal Representative may give such warranties or indemnifications as my Personal Representative may deem advisable. My Personal Representative may engage in transactions with any estate or trust, including but not limited to the estate of my Wife or the estate of any of my descendants or any trust established by my Wife, any of my descendants, or me. Such transactions shall include lending money to, borrowing money from, purchasing real or personal property from, selling real or personal property to or exchanging real or personal property with the fiduciary of any estate or trust upon any terms or conditions.

F. Payment of Debts and Last Expenses. My Personal Representative may pay my debts as soon as practicable in the course of the administration of my estate and pay my funeral and burial expenses without regard to any limits otherwise imposed by law on funeral and burial expenses. If, under law, my Wife is primarily liable for my funeral or burial expenses or the expenses of my last illness, I hereby relieve her of such liability and direct that payment be made from my estate.

G. Grant Conservation Easement. My Personal Representative may grant a conservation easement described in Code Sec. 2031(c) over any real property included in my estate passing under this Will and without the consent or joinder of any devisee of such real property or of any court or other judicial office.

H. Administration Expenses for Property Outside Domicile. My Personal Representative may pay out of my general estate administration expenses incurred in connection with real or tangible personal property located outside of my domicile.

I. Security Interests. My Personal Representative may grant security interests and execute all instruments creating such interests upon such terms as my Personal Representative may deem advisable.

J. Tax Elections and Allocations. My Personal Representative may make all tax elections and allocations my Personal Representative may consider appropriate, including any election to treat a revocable trust created by me as part of my estate for income tax purposes; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

K. Determinations About Property. My Personal Representative may determine what property is covered by general descriptions contained in this Will.

L. Digital Assets and Accounts. My Personal Representative may take any action with respect to my Digital Assets, Digital Accounts, and Digital Devices, as my Personal Representative shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which was owned or lawfully used by me, individually or jointly, and (c) the authority to change my username and password to gain access to such accounts and information. I expressly authorize the disclosure to my Personal Representative of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of my electronic communications, and (b) all content of electronic communication sent or received by me. My Personal Representative may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my “lawful consent” for my Personal Representative to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may require such consent or authorization. The authority granted under this paragraph is intended to provide my Personal Representative with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, to the extent permitted under Section 740.003 of the Florida Statutes.

M. Reliance Upon Advice. My Personal Representative may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such

advisors or employees in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation.

N. Personal Representative as Agent. Personal Representatives serving in any jurisdiction in which a corporate Personal Representative is unable to serve as a Personal Representative may use such corporate Personal Representative as agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate Personal Representative such compensation for its services as agent as shall be agreed upon by all Personal Representatives.

O. Disclaimer or Renunciation. My Personal Representative may disclaim or renounce any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise, which, in the sole discretion of my Personal Representative, is necessary to minimize the overall tax liability of my estate and the estate of my Wife, without adjustment or reimbursement in the shares of the beneficiaries hereunder.

ARTICLE VII Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Will:

A. Residuary Estate. The term “Residuary Estate” shall mean the rest, residue and remainder of my estate not otherwise disposed of by a specific gift in this Will, and shall include both real property and personal property.

B. Descendants. References in this Will to a person’s “children,” “grandchildren,” and other “descendants” shall refer respectively to that person’s children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this Will as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child’s adoptive parent substitutes for the consenting parent under applicable state law.

3. Adoptions and marriages that are recognized under this Will shall not affect prior distributions or other interests that have previously vested in possession, but they shall enable a person to receive distributions from or remainder or other interests in a trust still in existence. The descendants of a person who is treated as a child or descendant under this Article

shall also be treated as descendants of such person's ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person's ancestors.

C. Contract to Make Will or Trust. I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

D. Minor and Adult. Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question.

E. Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of the Personal Representative with respect to my Digital Assets and Accounts:

1. "Catalogue of electronic communications" shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. "Content of electronic communications" shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. "Digital Assets" shall have the same meaning as in Section 740.002 of the Florida Statutes and shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. "Digital Accounts" shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

F. Interested Personal Representative. An "Interested Personal Representative" is any Personal Representative who is, or in the future may be, eligible to receive income or principal under this Will or the Trust Agreement.

G. Tangible Personal Property. The term “tangible personal property” means personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like, but does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency, and cash or bullion. The term “tangible personal property” includes personally held art, antiques, stamp and coin collections and other collectibles. Furthermore, such term includes, for these purposes, private club memberships and frequent flyer miles and benefits of similar travel programs.

H. Per Stirpes. Property that is to be divided among an individual’s surviving or then-living descendants “per stirpes” or in “per stirpital shares” shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child’s surviving or then-living descendants in the same manner.

ARTICLE VIII Savings Clause

Should any of the provisions or directions of this Will fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Will be invalidated, impaired or affected thereby, but that this Will be construed as if such invalid provision or direction had not been contained therein.

ARTICLE IX Captions

The captions used in this Will are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Will or the intent of any provision therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____
day of _____, 2020.

JOHN A. DOE

Signed, sealed, published and declared by JOHN A. DOE, the testator above
named, as and for his Last Will and Testament, in our presence, and we, in his presence, and in
the presence of each other, have hereunto subscribed our names as attesting witnesses:

WITNESSES:

Signature

Print Name

Print Address

Signature

Print Name

Print Address

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

I, JOHN A. DOE, have been sworn by the officer signing below, and declare to that officer on my oath and to the subscribing witnesses, that I, in the presence of the witnesses, signed the foregoing instrument as my Last Will and Testament.

JOHN A. DOE

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that the testator declared the foregoing instrument to be his Last Will and Testament and signed it in our presence and that we each signed the foregoing instrument as a witness in the presence of the testator and of each other.

Witness

Witness

Acknowledged, sworn to and subscribed before me by the testator, JOHN A. DOE, by means of physical presence or online notarization, who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and by the witnesses, _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and subscribed by me in the presence of the testator and the subscribing witnesses, all on the _____ day of _____, 2020.

Notary Public - State of Florida

LAST WILL AND TESTAMENT
OF
JOHN A. DOE

Prepared by:

LAST WILL AND TESTAMENT OF JOHN A. DOE

I, JOHN A. DOE, of _____ County, Florida, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I Family Information

I am married to JANE B. DOE and any reference to my Wife shall be to her. My children born before the date of this Will are JEFFREY C. DOE, born on January 1, 1990, and JENNIFER D. DOE, born on January 2, 1995.

ARTICLE II Tangible Personal Property

A. Separate Writing. I may dispose of some or all of my tangible personal property in one or more separate written lists, provided such lists are signed by me and describe the dispositions to be made with reasonable certainty. If there is a conflict between one or more of the separate written lists, the most recent list will control the disposition of that item. To be binding, a separate written list must be found within three (3) months of my death.

B. General Gift of Tangible Personal Property. I give all my tangible personal property (other than items effectively disposed of above) to my Wife, if she survives me. If my Wife does not survive me, I give such property to my descendants who survive me, per stirpes. My descendants shall divide such property among themselves by agreement. However, if my descendants cannot agree on the division of such property, my Personal Representative may sell any such property that my Personal Representative determines I would not wish to have preserved for my descendants, add the proceeds of such sale to my estate and distribute the balance of such property to my descendants who survive me, per stirpes. The decisions of my Personal Representative relative thereto shall be final and binding on all concerned.

C. Gift Includes Insurance. A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

D. Payment of Packing, Shipping and Delivery Expenses. Any reasonable expense, as determined by my Personal Representative, of packing, shipping, insuring and delivering tangible personal property to an individual under this Article at such individual's residence or place of business shall be paid by my Personal Representative as an administration expense.

E. Survivorship. Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

ARTICLE III Residue

I give my Residuary Estate to the then serving Trustee of the JOHN A. DOE REVOCABLE TRUST, created of even date herewith (sometimes referred to as “the Trust” or “the Trust Agreement”), that I have signed before signing this Will, to be disposed of as provided in the Trust Agreement, including any amendments to the Trust Agreement. If this gift is ineffective but the terms of the Trust Agreement may be incorporated into this Will or otherwise carried out under this Will, then (i) I hereby appoint the Trustee under the Trust Agreement to be Trustee under this Will; (ii) I incorporate the provisions of the Trust Agreement into this Will; (iii) I give my Residuary Estate to the Trustee under this Will; and (iv) I direct that my Residuary Estate shall be disposed of in the manner provided in the Trust Agreement but with the trusts thereby set forth treated as trusts under this Will. I direct my Personal Representative to follow any instructions contained in the Trust Agreement in making any tax election, including, but not limited to, the allocation of my Available GST Exemption (as defined in the Trust Agreement). I direct that any term or phrase referred to in this Will but not defined herein be given the meaning set forth in the Trust Agreement for such term or phrase. I direct that the taxes imposed by reason of my death upon property passing under and outside this Will be apportioned and paid in the manner provided in the Trust Agreement, and I incorporate as part of this Will the tax apportionment provisions of the Trust Agreement as now existing or as amended after the execution of this Will.

ARTICLE IV Personal Representative

A. Appointment of Personal Representative.

1. I appoint my Wife, JANE B. DOE, to serve as Personal Representative hereunder.

2. I appoint my son, JEFFREY C. DOE, to serve as Personal Representative hereunder if and when JANE B. DOE fails or ceases to qualify or serve as Personal Representative.

3. I appoint my daughter, JENNIFER D. DOE, to serve as Personal Representative hereunder if and when all other Personal Representatives previously appointed fail or cease to qualify or serve as Personal Representative.

B. Co-Personal Representatives. A Co-Personal Representative may be appointed by a then serving Personal Representative (the “appointing Personal Representative”)

at any time, regardless of how many Personal Representatives are serving, provided that all other Personal Representatives who may then be serving consent to such appointment. A Co-Personal Representative so appointed hereunder shall serve while the appointing Personal Representative serves, and shall continue to serve if the appointing Personal Representative ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve.

C. Successor Personal Representatives. If a specific successor Personal Representative is named to succeed a particular Personal Representative named in this Article, such specific successor Personal Representative shall serve as successor as appointed above. In all other cases, any Personal Representative (the “appointing Personal Representative”) may appoint successor Personal Representatives in accordance with this paragraph:

1. Any individual Personal Representative serving at any time may appoint a successor Personal Representative to serve when the appointing Personal Representative ceases to serve as Personal Representative.

2. If an appointing Personal Representative names a successor Personal Representative, and if I have also named or provided for the appointment of one or more successor Personal Representatives herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Personal Representative shall be made by an acknowledged instrument delivered to any and all other Personal Representatives who may then be serving and filed in the court or other judicial office in which this Will has been admitted to original probate or, if this Will has not yet been admitted to original probate, where it has been first offered for original probate.

D. Removal of Corporate Personal Representatives. The individual Personal Representative serving at any time, or if there is no individual Personal Representative serving, the individual Trustee of the Trust Agreement, shall have the right to remove, for any reason or no reason at all, and replace a corporate Personal Representative hereunder, whether that corporate Personal Representative is currently serving or has been named or designated to serve in the future, with a corporation or other entity with fiduciary powers.

E. Filling Personal Representative Vacancies. If there is neither an effectual appointment of a successor Personal Representative nor any effectual provision otherwise hereunder for the appointment of a successor Personal Representative, the Trustee of the Trust Agreement shall have the right to appoint an individual, corporation or other entity with fiduciary powers whenever the office of Personal Representative becomes vacant.

F. Compensation of Personal Representatives. A Personal Representative shall receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Personal Representative waives compensation. The collection

by my Personal Representative of insurance proceeds and retirement benefits payable to my estate shall not be subject to Personal Representative's compensation.

ARTICLE V
Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. To the extent not prohibited by applicable law, any Personal Representative may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Personal Representative complies with any applicable state law governing the resignation of the Personal Representative that may not be waived by a governing instrument.

2. No successor Personal Representative shall be personally liable for any act or failure to act of any predecessor Personal Representative or shall have any duty to examine the records of any predecessor Personal Representative. A successor Personal Representative may accept the account rendered and the property delivered to the successor Personal Representative by or on behalf of the predecessor Personal Representative as a full and complete discharge of the predecessor Personal Representative without incurring any liability or responsibility for so doing. The successor Personal Representative shall be indemnified out of the property passing under this Will for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Personal Representative occurring before the date such property was received by the successor Personal Representative.

B. Accountings and Other Proceedings.

1. I direct that my estate be subject to independent administration with as little court supervision as the applicable state law allows. My Personal Representative shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Personal Representative shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as my Personal Representative shall determine. My Personal Representative shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate.

2. I direct that in any proceeding relating to my estate, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. Additional General Provisions Regarding Fiduciaries.

1. Except to the extent, if any, specifically provided otherwise in this Will, references to my Personal Representative shall, in their application to my estate, refer to all those from time to time acting as Personal Representative and, if two Personal Representatives are eligible to act on any given matter, they shall act unanimously, and if more than two Personal Representatives are eligible to act on a given matter, they shall act by majority.

2. My Personal Representative shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of my estate or in furtherance of his or her fiduciary duties and obligations.

3. No Personal Representative shall be liable to anyone for anything done or not done by any other Personal Representative or any beneficiary.

4. The fact that a Personal Representative is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Personal Representative or through any firm of which a corporate or individual Personal Representative is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of my estate may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Personal Representative or such a firm.

5. My Personal Representative may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Personal Representative shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. My Personal Representative may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Will or the Trust Agreement.

6. The fact that a Personal Representative (or a firm of which a Personal Representative is a member or with which a Personal Representative is otherwise affiliated) renders legal or other professional services to my estate shall not be deemed a conflict of interest, and my Personal Representative may pay fees for such services to such Personal Representative or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Co-Personal Representative to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Personal Representative who also renders professional services shall receive full compensation for both services as a Personal Representative and the professional services rendered, except as specifically limited by law.

7. No state law restraint on acts of self-dealing by a fiduciary shall apply to my Wife or a descendant of mine, if acting as a Personal Representative hereunder, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Will, such Personal Representative may enter into transactions on behalf of my estate in which that Personal Representative is personally interested so long as the terms of such transaction are fair to my estate. For example, such Personal Representative may purchase property from my estate at its then fair market value without court approval.

D. Waiver of Bond. No Personal Representative shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE VI Fiduciary Powers

My Personal Representative may, without prior authority from any court, exercise all powers conferred by this Will or the Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to this Will or the Trust Agreement. My Personal Representative shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Personal Representative until the actual distribution of the property. The powers of my Personal Representative shall also include the following powers:

A. Deceased Spousal Unused Exclusion Amount Election. I direct that my Personal Representative do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable Federal estate tax law. My Wife shall have no obligation to make any payment to my estate or to any other beneficiaries of my estate in order for my Personal Representative to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions under my estate because this election was made.

B. Allocate Receipts and Disbursements. My Personal Representative (excluding, however, any Interested Personal Representative) may allocate receipts and disbursements to income or principal in such manner as my Personal Representative (excluding, however, any Interested Personal Representative) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law. My Personal Representative shall follow any direction by the trustees of a trust (excluding, however, any Interested Trustee) with respect to allocations affecting property passing to that trust.

C. Qualification of Eligible Property. My Personal Representative may determine whether and to what extent to elect to qualify any eligible property for the Federal or state marital deduction, even though a Personal Representative may have an interest affected by

the election. No Personal Representative shall have any liability to any person on account of having made or having refrained from making this election in good faith.

D. Distributions to Minor Beneficiaries. My Personal Representative may distribute any of my estate to a beneficiary under twenty-five (25) years of age by distribution to any appropriate person (who may be a Personal Representative) chosen by my Personal Representative as custodian under any appropriate Uniform Transfers (or Gifts) to Minors Act, to be held for the maximum period of time allowed by law. My Personal Representative may also sell any asset that cannot be held under this custodianship and invest the sales proceeds in assets that can be so held.

E. Sale or Exchange of Property. My Personal Representative may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. My Personal Representative may give such warranties or indemnifications as my Personal Representative may deem advisable. My Personal Representative may engage in transactions with any estate or trust, including but not limited to the estate of my Wife or the estate of any of my descendants or any trust established by my Wife, any of my descendants, or me. Such transactions shall include lending money to, borrowing money from, purchasing real or personal property from, selling real or personal property to or exchanging real or personal property with the fiduciary of any estate or trust upon any terms or conditions.

F. Payment of Debts and Last Expenses. My Personal Representative may pay my debts as soon as practicable in the course of the administration of my estate and pay my funeral and burial expenses without regard to any limits otherwise imposed by law on funeral and burial expenses. If, under law, my Wife is primarily liable for my funeral or burial expenses or the expenses of my last illness, I hereby relieve her of such liability and direct that payment be made from my estate.

G. Grant Conservation Easement. My Personal Representative may grant a conservation easement described in Code Sec. 2031(c) over any real property included in my estate passing under this Will and without the consent or joinder of any devisee of such real property or of any court or other judicial office.

H. Administration Expenses for Property Outside Domicile. My Personal Representative may pay out of my general estate administration expenses incurred in connection with real or tangible personal property located outside of my domicile.

I. Security Interests. My Personal Representative may grant security interests and execute all instruments creating such interests upon such terms as my Personal Representative may deem advisable.

J. Tax Elections and Allocations. My Personal Representative may make all tax elections and allocations my Personal Representative may consider appropriate, including

any election to treat a revocable trust created by me as part of my estate for income tax purposes; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

K. Determinations About Property. My Personal Representative may determine what property is covered by general descriptions contained in this Will.

L. Digital Assets and Accounts. My Personal Representative may take any action with respect to my Digital Assets, Digital Accounts, and Digital Devices, as my Personal Representative shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which was owned or lawfully used by me, individually or jointly, and (c) the authority to change my username and password to gain access to such accounts and information. I expressly authorize the disclosure to my Personal Representative of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of my electronic communications, and (b) all content of electronic communication sent or received by me. My Personal Representative may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my “lawful consent” for my Personal Representative to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may require such consent or authorization. The authority granted under this paragraph is intended to provide my Personal Representative with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, to the extent permitted under Section 740.003 of the Florida Statutes.

M. Reliance Upon Advice. My Personal Representative may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation.

N. Personal Representative as Agent. Personal Representatives serving in any jurisdiction in which a corporate Personal Representative is unable to serve as a Personal Representative may use such corporate Personal Representative as agent to perform any task that

may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate Personal Representative such compensation for its services as agent as shall be agreed upon by all Personal Representatives.

O. Disclaimer or Renunciation. My Personal Representative may disclaim or renounce any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise, which, in the sole discretion of my Personal Representative, is necessary to minimize the overall tax liability of my estate and the estate of my Wife, without adjustment or reimbursement in the shares of the beneficiaries hereunder.

ARTICLE VII Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Will:

A. Residuary Estate. The term “Residuary Estate” shall mean the rest, residue and remainder of my estate not otherwise disposed of by a specific gift in this Will, and shall include both real property and personal property.

B. Descendants. References in this Will to a person’s “children,” “grandchildren,” and other “descendants” shall refer respectively to that person’s children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this Will as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child’s adoptive parent substitutes for the consenting parent under applicable state law.

3. Adoptions and marriages that are recognized under this Will shall not affect prior distributions or other interests that have previously vested in possession, but they shall enable a person to receive distributions from or remainder or other interests in a trust still in existence. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person’s ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person’s ancestors.

C. Contract to Make Will or Trust. I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

D. Minor and Adult. Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question.

E. Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of the Personal Representative with respect to my Digital Assets and Accounts:

1. "Catalogue of electronic communications" shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. "Content of electronic communications" shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. "Digital Assets" shall have the same meaning as in Section 740.002 of the Florida Statutes and shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. "Digital Accounts" shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

F. Interested Personal Representative. An "Interested Personal Representative" is any Personal Representative who is, or in the future may be, eligible to receive income or principal under this Will or the Trust Agreement.

G. Tangible Personal Property. The term "tangible personal property" means personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like, but

does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency, and cash or bullion. The term “tangible personal property” includes personally held art, antiques, stamp and coin collections and other collectibles. Furthermore, such term includes, for these purposes, private club memberships and frequent flyer miles and benefits of similar travel programs.

H. Per Stirpes. Property that is to be divided among an individual’s surviving or then-living descendants “per stirpes” or in “per stirpital shares” shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child’s surviving or then-living descendants in the same manner.

ARTICLE VIII Savings Clause

Should any of the provisions or directions of this Will fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Will be invalidated, impaired or affected thereby, but that this Will be construed as if such invalid provision or direction had not been contained therein.

ARTICLE IX Captions

The captions used in this Will are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Will or the intent of any provision therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____
day of _____, 2020.

JOHN A. DOE

Signed, sealed, published and declared by JOHN A. DOE, the testator above
named, as and for his Last Will and Testament, in our presence, and we, in his presence, and in
the presence of each other, have hereunto subscribed our names as attesting witnesses:

WITNESSES:

Signature

Print Name

Print Address

Signature

Print Name

Print Address

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

I, JOHN A. DOE, have been sworn by the officer signing below, and declare to that officer on my oath and to the subscribing witnesses, that I, in the presence of the witnesses, signed the foregoing instrument as my Last Will and Testament.

JOHN A. DOE

We, _____ and _____, have been sworn by the officer signing below, and declare to that officer on our oaths that the testator declared the foregoing instrument to be his Last Will and Testament and signed it in our presence and that we each signed the foregoing instrument as a witness in the presence of the testator and of each other.

Witness

Witness

Acknowledged, sworn to and subscribed before me by the testator, JOHN A. DOE, by means of physical presence or online notarization, who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and by the witnesses, _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and subscribed by me in the presence of the testator and the subscribing witnesses, all on the _____ day of _____, 2020.

Notary Public - State of Florida

LAST WILL AND TESTAMENT
OF
JOHN A. DOE

Prepared by:

LAST WILL AND TESTAMENT OF JOHN A. DOE

I, JOHN A. DOE, of _____ County, Florida, revoke any prior Wills and Codicils and declare this to be my Last Will and Testament.

ARTICLE I Family Information

I am married to JANE B. DOE and any reference to my Wife shall be to her. My children born before the date of this Will are JEFFREY C. DOE, born on January 1, 1990, and JENNIFER D. DOE, born on January 2, 1995.

ARTICLE II Tangible Personal Property

A. Separate Writing. I may dispose of some or all of my tangible personal property in one or more separate written lists, provided such lists are signed by me and describe the dispositions to be made with reasonable certainty. If there is a conflict between one or more of the separate written lists, the most recent list will control the disposition of that item. To be binding, a separate written list must be found within three (3) months of my death.

B. General Gift of Tangible Personal Property. I give all my tangible personal property (other than items effectively disposed of above) to my Wife, if she survives me. If my Wife does not survive me, I give such property to my descendants who survive me, per stirpes. My descendants shall divide such property among themselves by agreement. However, if my descendants cannot agree on the division of such property, my Personal Representative may sell any such property that my Personal Representative determines I would not wish to have preserved for my descendants, add the proceeds of such sale to my estate and distribute the balance of such property to my descendants who survive me, per stirpes. The decisions of my Personal Representative relative thereto shall be final and binding on all concerned.

C. Gift Includes Insurance. A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

D. Payment of Packing, Shipping and Delivery Expenses. Any reasonable expense, as determined by my Personal Representative, of packing, shipping, insuring and delivering tangible personal property to an individual under this Article at such individual's residence or place of business shall be paid by my Personal Representative as an administration expense.

E. Survivorship. Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

ARTICLE III Residue

I give my Residuary Estate to the then serving Trustee of the JOHN A. DOE REVOCABLE TRUST, created of even date herewith (sometimes referred to as “the Trust” or “the Trust Agreement”), that I have signed before signing this Will, to be disposed of as provided in the Trust Agreement, including any amendments to the Trust Agreement. If this gift is ineffective but the terms of the Trust Agreement may be incorporated into this Will or otherwise carried out under this Will, then (i) I hereby appoint the Trustee under the Trust Agreement to be Trustee under this Will; (ii) I incorporate the provisions of the Trust Agreement into this Will; (iii) I give my Residuary Estate to the Trustee under this Will; and (iv) I direct that my Residuary Estate shall be disposed of in the manner provided in the Trust Agreement but with the trusts thereby set forth treated as trusts under this Will. I direct my Personal Representative to follow any instructions contained in the Trust Agreement in making any tax election, including, but not limited to, the allocation of my Available GST Exemption (as defined in the Trust Agreement). I direct that any term or phrase referred to in this Will but not defined herein be given the meaning set forth in the Trust Agreement for such term or phrase. I direct that the taxes imposed by reason of my death upon property passing under and outside this Will be apportioned and paid in the manner provided in the Trust Agreement, and I incorporate as part of this Will the tax apportionment provisions of the Trust Agreement as now existing or as amended after the execution of this Will.

ARTICLE IV Personal Representative

A. Appointment of Personal Representative.

1. I appoint my Wife, JANE B. DOE, to serve as Personal Representative hereunder.

2. I appoint my son, JEFFREY C. DOE, to serve as Personal Representative hereunder if and when JANE B. DOE fails or ceases to qualify or serve as Personal Representative.

3. I appoint my daughter, JENNIFER D. DOE, to serve as Personal Representative hereunder if and when all other Personal Representatives previously appointed fail or cease to qualify or serve as Personal Representative.

B. Co-Personal Representatives. A Co-Personal Representative may be appointed by a then serving Personal Representative (the “appointing Personal Representative”)

at any time, regardless of how many Personal Representatives are serving, provided that all other Personal Representatives who may then be serving consent to such appointment. A Co-Personal Representative so appointed hereunder shall serve while the appointing Personal Representative serves, and shall continue to serve if the appointing Personal Representative ceases to serve only if no successor has been named or identified by me or all successors named or identified by me are unable or unwilling to serve.

C. Successor Personal Representatives. If a specific successor Personal Representative is named to succeed a particular Personal Representative named in this Article, such specific successor Personal Representative shall serve as successor as appointed above. In all other cases, any Personal Representative (the “appointing Personal Representative”) may appoint successor Personal Representatives in accordance with this paragraph:

1. Any individual Personal Representative serving at any time may appoint a successor Personal Representative to serve when the appointing Personal Representative ceases to serve as Personal Representative.

2. If an appointing Personal Representative names a successor Personal Representative, and if I have also named or provided for the appointment of one or more successor Personal Representatives herein, the appointments I have made herein shall take priority.

3. Any appointment of a successor Personal Representative shall be made by an acknowledged instrument delivered to any and all other Personal Representatives who may then be serving and filed in the court or other judicial office in which this Will has been admitted to original probate or, if this Will has not yet been admitted to original probate, where it has been first offered for original probate.

D. Removal of Corporate Personal Representatives. The individual Personal Representative serving at any time, or if there is no individual Personal Representative serving, the individual Trustee of the Trust Agreement, shall have the right to remove, for any reason or no reason at all, and replace a corporate Personal Representative hereunder, whether that corporate Personal Representative is currently serving or has been named or designated to serve in the future, with a corporation or other entity with fiduciary powers.

E. Filling Personal Representative Vacancies. If there is neither an effectual appointment of a successor Personal Representative nor any effectual provision otherwise hereunder for the appointment of a successor Personal Representative, the Trustee of the Trust Agreement shall have the right to appoint an individual, corporation or other entity with fiduciary powers whenever the office of Personal Representative becomes vacant.

F. Compensation of Personal Representatives. A Personal Representative shall receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Personal Representative waives compensation. The collection

by my Personal Representative of insurance proceeds and retirement benefits payable to my estate shall not be subject to Personal Representative's compensation.

ARTICLE V
Fiduciary Provisions

A. General Provisions Regarding Changes in Fiduciaries.

1. To the extent not prohibited by applicable law, any Personal Representative may resign at any time without court approval, whether or not a successor has been appointed, provided the resigning Personal Representative complies with any applicable state law governing the resignation of the Personal Representative that may not be waived by a governing instrument.

2. No successor Personal Representative shall be personally liable for any act or failure to act of any predecessor Personal Representative or shall have any duty to examine the records of any predecessor Personal Representative. A successor Personal Representative may accept the account rendered and the property delivered to the successor Personal Representative by or on behalf of the predecessor Personal Representative as a full and complete discharge of the predecessor Personal Representative without incurring any liability or responsibility for so doing. The successor Personal Representative shall be indemnified out of the property passing under this Will for any and all claims, demands, losses, liabilities, damages and expenses arising from any act or omission of a prior Personal Representative occurring before the date such property was received by the successor Personal Representative.

B. Accountings and Other Proceedings.

1. I direct that my estate be subject to independent administration with as little court supervision as the applicable state law allows. My Personal Representative shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. My Personal Representative shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as my Personal Representative shall determine. My Personal Representative shall pay the costs and expenses of any such action or proceeding, including (but not limited to) the compensation and expenses of attorneys and guardians, out of the property of my estate.

2. I direct that in any proceeding relating to my estate, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, and exonerations.

C. Additional General Provisions Regarding Fiduciaries.

1. Except to the extent, if any, specifically provided otherwise in this Will, references to my Personal Representative shall, in their application to my estate, refer to all those from time to time acting as Personal Representative and, if two Personal Representatives are eligible to act on any given matter, they shall act unanimously, and if more than two Personal Representatives are eligible to act on a given matter, they shall act by majority.

2. My Personal Representative shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of my estate or in furtherance of his or her fiduciary duties and obligations.

3. No Personal Representative shall be liable to anyone for anything done or not done by any other Personal Representative or any beneficiary.

4. The fact that a Personal Representative is active in the investment business shall not be deemed a conflict of interest. Purchases and sales of investments may be made through a corporate Personal Representative or through any firm of which a corporate or individual Personal Representative is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Property of my estate may be invested in individual securities, mutual funds, partnerships, LLCs, private placements or other forms of investment promoted, underwritten, managed or advised by a Personal Representative or such a firm.

5. My Personal Representative may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Personal Representative shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. My Personal Representative may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Will or the Trust Agreement.

6. The fact that a Personal Representative (or a firm of which a Personal Representative is a member or with which a Personal Representative is otherwise affiliated) renders legal or other professional services to my estate shall not be deemed a conflict of interest, and my Personal Representative may pay fees for such services to such Personal Representative or firm, including, if applicable, advance payment of such fees on account, without prior approval of any court or any beneficiary, whether or not there is a Co-Personal Representative to approve such payment, if permitted by applicable state law, and this provision shall serve as authorization of the payment of such fees to the extent such authorization is required by applicable state law. An attorney or other Personal Representative who also renders professional services shall receive full compensation for both services as a Personal Representative and the professional services rendered, except as specifically limited by law.

7. No state law restraint on acts of self-dealing by a fiduciary shall apply to my Wife or a descendant of mine, if acting as a Personal Representative hereunder, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision of this Will, such Personal Representative may enter into transactions on behalf of my estate in which that Personal Representative is personally interested so long as the terms of such transaction are fair to my estate. For example, such Personal Representative may purchase property from my estate at its then fair market value without court approval.

D. Waiver of Bond. No Personal Representative shall be required to give bond or other security in any jurisdiction and, if despite this exoneration, a bond is nevertheless required, no sureties shall be required.

ARTICLE VI Fiduciary Powers

My Personal Representative may, without prior authority from any court, exercise all powers conferred by this Will or the Trust Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to this Will or the Trust Agreement. My Personal Representative shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Personal Representative until the actual distribution of the property. The powers of my Personal Representative shall also include the following powers:

A. Deceased Spousal Unused Exclusion Amount Election. I direct that my Personal Representative do all things necessary to make a valid election to allow my Wife to have the benefit of my deceased spousal unused exclusion amount, to the greatest extent permitted under applicable Federal estate tax law. My Wife shall have no obligation to make any payment to my estate or to any other beneficiaries of my estate in order for my Personal Representative to make this election or because this election was made, nor shall any equitable adjustment be made with respect to the dispositions under my estate because this election was made.

B. Allocate Receipts and Disbursements. My Personal Representative (excluding, however, any Interested Personal Representative) may allocate receipts and disbursements to income or principal in such manner as my Personal Representative (excluding, however, any Interested Personal Representative) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law. My Personal Representative shall follow any direction by the trustees of a trust (excluding, however, any Interested Trustee) with respect to allocations affecting property passing to that trust.

C. Distributions to Minor Beneficiaries. My Personal Representative may distribute any of my estate to a beneficiary under twenty-five (25) years of age by distribution to any appropriate person (who may be a Personal Representative) chosen by my Personal

Representative as custodian under any appropriate Uniform Transfers (or Gifts) to Minors Act, to be held for the maximum period of time allowed by law. My Personal Representative may also sell any asset that cannot be held under this custodianship and invest the sales proceeds in assets that can be so held.

D. Sale or Exchange of Property. My Personal Representative may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. My Personal Representative may give such warranties or indemnifications as my Personal Representative may deem advisable. My Personal Representative may engage in transactions with any estate or trust, including but not limited to the estate of my Wife or the estate of any of my descendants or any trust established by my Wife, any of my descendants, or me. Such transactions shall include lending money to, borrowing money from, purchasing real or personal property from, selling real or personal property to or exchanging real or personal property with the fiduciary of any estate or trust upon any terms or conditions.

E. Payment of Debts and Last Expenses. My Personal Representative may pay my debts as soon as practicable in the course of the administration of my estate and pay my funeral and burial expenses without regard to any limits otherwise imposed by law on funeral and burial expenses. If, under law, my Wife is primarily liable for my funeral or burial expenses or the expenses of my last illness, I hereby relieve her of such liability and direct that payment be made from my estate.

F. Grant Conservation Easement. My Personal Representative may grant a conservation easement described in Code Sec. 2031(c) over any real property included in my estate passing under this Will and without the consent or joinder of any devisee of such real property or of any court or other judicial office.

G. Administration Expenses for Property Outside Domicile. My Personal Representative may pay out of my general estate administration expenses incurred in connection with real or tangible personal property located outside of my domicile.

H. Security Interests. My Personal Representative may grant security interests and execute all instruments creating such interests upon such terms as my Personal Representative may deem advisable.

I. Tax Elections and Allocations. My Personal Representative may make all tax elections and allocations my Personal Representative may consider appropriate, including any election to treat a revocable trust created by me as part of my estate for income tax purposes; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

J. Determinations About Property. My Personal Representative may determine what property is covered by general descriptions contained in this Will.

K. Digital Assets and Accounts. My Personal Representative may take any action with respect to my Digital Assets, Digital Accounts, and Digital Devices, as my Personal Representative shall deem necessary or appropriate, and as shall be permitted under applicable state, Federal, or international law, giving due effect to the authorization provided in this paragraph. This authority shall include, but shall not be limited to, (a) the authority to access or control any Digital Device, including any computer, camera, telephone, or data storage device owned or lawfully used by me, individually or jointly, (b) the authority to manage, control, delete, or terminate any e-mail, telephone, bank, brokerage, investment, insurance, social networking, internet service provider, retail vendor, utility or other account which was owned or lawfully used by me, individually or jointly, and (c) the authority to change my username and password to gain access to such accounts and information. I expressly authorize the disclosure to my Personal Representative of (a) a full catalogue of my Digital Assets and Digital Accounts, including a full catalogue of my electronic communications, and (b) all content of electronic communication sent or received by me. My Personal Representative may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants or third party, as necessary or appropriate to effectuate the actions authorized under this paragraph. This authority is intended to give my “lawful consent” for my Personal Representative to take the actions described in this paragraph, to the fullest extent allowable under The Electronic Communications Privacy Act, as amended, the Computer Fraud and Abuse Act of 1986 as amended, the Gramm-Leach-Bliley Act, as amended, and any other Federal, state, or international laws that may require such consent or authorization. The authority granted under this paragraph is intended to provide my Personal Representative with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, to the extent permitted under Section 740.003 of the Florida Statutes.

L. Reliance Upon Advice. My Personal Representative may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisors and employ agents, clerks and other employees and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to my Personal Representative, notwithstanding any rule of law otherwise prohibiting such dual compensation.

M. Personal Representative as Agent. Personal Representatives serving in any jurisdiction in which a corporate Personal Representative is unable to serve as a Personal Representative may use such corporate Personal Representative as agent to perform any task that may lawfully be performed by such an agent in that jurisdiction, and may pay to such corporate Personal Representative such compensation for its services as agent as shall be agreed upon by all Personal Representatives.

N. Disclaimer or Renunciation. My Personal Representative may disclaim or renounce any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise, which, in the sole discretion of my Personal Representative, is necessary to minimize the overall tax liability of my estate and the estate of my Wife, without adjustment or reimbursement in the shares of the beneficiaries hereunder.

ARTICLE VII Definitions and Miscellaneous Provisions

The following definitions and miscellaneous provisions shall apply under this Will:

A. Residuary Estate. The term “Residuary Estate” shall mean the rest, residue and remainder of my estate not otherwise disposed of by a specific gift in this Will, and shall include both real property and personal property.

B. Descendants. References in this Will to a person’s “children,” “grandchildren,” and other “descendants” shall refer respectively to that person’s children, grandchildren, and descendants, whenever born, as determined according to applicable governing law, except to the extent modified herein.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this Will as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child’s adoptive parent substitutes for the consenting parent under applicable state law.

3. Adoptions and marriages that are recognized under this Will shall not affect prior distributions or other interests that have previously vested in possession, but they shall enable a person to receive distributions from or remainder or other interests in a trust still in existence. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person’s ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person’s ancestors.

C. Contract to Make Will or Trust. I acknowledge that there is no contract between my Wife and me, and that either of us is free to change his or her Will or Trust during our respective lifetimes even after the death of the first of us.

D. Minor and Adult. Whether an individual is a minor or an adult shall be determined under the laws of the individual’s domicile at the time in question.

E. Digital Assets, Accounts and Devices. The following definitions and descriptions shall apply to the authority of the Personal Representative with respect to my Digital Assets and Accounts:

1. “Catalogue of electronic communications” shall mean a record of identifying information regarding electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me, including, without limitation, the identity of the person with whom I had the communication, the electronic address of such person, and the time and date of the communication.

2. “Content of electronic communications” shall mean information concerning the substance or meaning of electronic communications (as defined in 18 U.S.C. § 2510(12), as amended) sent or received by me which is stored in electronic form by a custodian providing service for such communications to the public, or which is carried or maintained by a remote-computing service to the public, and which is not readily accessible to the public.

3. “Digital Assets” shall have the same meaning as in Section 740.002 of the Florida Statutes and shall include any electronic record in which I have a right or interest, including any asset or liability which is itself an electronic record, regardless of the ownership of the device or account used to create such electronic record.

4. A “Digital Device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information.

5. “Digital Accounts” shall include all arrangements under which a custodian carries, maintains, processes, receives or stores a Digital Asset or provides goods or services in which I have an interest, or which I am lawfully entitled to use, either individually or jointly, regardless of the ownership of any device on which the Digital Account is accessed or stored.

F. Interested Personal Representative. An “Interested Personal Representative” is any Personal Representative who is, or in the future may be, eligible to receive income or principal under this Will or the Trust Agreement.

G. Tangible Personal Property. The term “tangible personal property” means personal property such as vehicles (including but not limited to cars, trucks, boats, and recreational vehicles), furniture, furnishings, clothing, jewelry, household items, and the like, but does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency, and cash or bullion. The term “tangible personal property” includes personally held art, antiques, stamp and coin collections and other collectibles. Furthermore, such term includes, for these purposes, private club memberships and frequent flyer miles and benefits of similar travel programs.

H. Per Stirpes. Property that is to be divided among an individual's surviving or then-living descendants "per stirpes" or in "per stirpital shares" shall be divided into as many equal shares as there are children of the individual who are then living or who have died leaving surviving or then-living descendants. A share allocated to a deceased child of the individual shall be divided further among such deceased child's surviving or then-living descendants in the same manner.

ARTICLE VIII
Savings Clause

Should any of the provisions or directions of this Will fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this Will be invalidated, impaired or affected thereby, but that this Will be construed as if such invalid provision or direction had not been contained therein.

ARTICLE IX
Captions

The captions used in this Will are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Will or the intent of any provision therein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____
day of _____, 2020.

JOHN A. DOE

Signed, sealed, published and declared by JOHN A. DOE, the testator above
named, as and for his Last Will and Testament, in our presence, and we, in his presence, and in
the presence of each other, have hereunto subscribed our names as attesting witnesses:

WITNESSES:

Signature

Print Name

Print Address

Signature

Print Name

Print Address

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

I, JOHN A. DOE, have been sworn by the officer signing below, and declare to that officer on my oath and to the subscribing witnesses, that I, in the presence of the witnesses, signed the foregoing instrument as my Last Will and Testament.

JOHN A. DOE

We, _____ and _____,
have been sworn by the officer signing below, and declare to that officer on our oaths that the testator declared the foregoing instrument to be his Last Will and Testament and signed it in our presence and that we each signed the foregoing instrument as a witness in the presence of the testator and of each other.

Witness

Witness

Acknowledged, sworn to and subscribed before me by the testator, JOHN A. DOE, by means of physical presence or online notarization, who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and by the witnesses, _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and _____, by means of physical presence or online notarization, and who (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced _____ as identification, and subscribed by me in the presence of the testator and the subscribing witnesses, all on the _____ day of _____, 2020.

Notary Public - State of Florida

DURABLE POWER OF ATTORNEY

OF

JOHN A. DOE

I, **JOHN A. DOE**, of _____, create this DURABLE POWER OF ATTORNEY, dated the ____ day of _____, 2020, under the Florida Power of Attorney Act.

ARTICLE I

Agent

A. Appointment of Agent. I appoint the following person as my Agent (my “Agent”):

JANE B. DOE

B. Duties. My Agent shall act in a fiduciary capacity, in good faith, only within the scope of authority hereunder, with the care, competence and diligence ordinarily exercised by agents under a power of attorney in similar circumstances. My Agent shall not act in a manner that is contrary to my best interests, except as provided in Section 709.2202, Florida Statutes.

C. Compensation of Qualified Agents. My Agent shall be entitled to reasonable compensation for my Agent’s service under this Durable Power of Attorney, if such Agent is a Qualified Agent, as that term is defined in Section 709.2112(4), Florida Statutes.

D. Reimbursement of Expenses. My Agent shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper conduct of my Agent’s duties under this instrument.

E. Multiple Agents. References to my Agent shall refer to all those from time to time acting as Agent hereunder and, if two Agents are eligible to act hereunder, they shall act unanimously, and if more than two Agents are eligible to act hereunder, they shall act by majority. If two or more Agents are eligible to act hereunder, each such Agent may delegate to another Agent acting hereunder the authority to conduct banking transactions under Paragraph A of Article II below.

F. Resignation. Any Agent may resign at any time without court approval, whether or not a successor Agent has been appointed, provided the resigning Agent executes and delivers a notice of resignation, in an acknowledged instrument, to me, or to my court appointed guardian if I am then adjudicated incapacitated, and to any other Agent acting for me pursuant to a power of attorney, or if none, to any successor Agent that I have appointed.

G. Release of Liability for Successor Agents. No successor Agent shall be personally liable for any act or failure to act of any predecessor Agent or shall have any duty to review the conduct or decisions of any predecessor Agent, except with respect to a breach of fiduciary duty committed by a predecessor Agent that such successor Agent participated in or concealed. A successor Agent may accept the account rendered and the property delivered to the successor Agent by or on behalf of the predecessor Agent as a full and complete discharge of the predecessor Agent without incurring any liability or responsibility for so doing, and shall not have any duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor's estate, for any of the predecessor Agent's actions or omissions as Agent. If a successor Agent has actual knowledge of a breach of fiduciary duty by a predecessor Agent, such successor Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.

H. Incapacitated Agent. My Agent shall cease to serve upon becoming incapacitated. My Agent shall be deemed to be "incapacitated" if I or another then-serving Agent or, if there is none, the next successor Agent, if any, receives written certification that the examined individual is physically or mentally incapable of managing my personal financial affairs, whether or not there is an adjudication of incapacity. This certification shall be valid only if it is signed by a licensed physician who has personally examined my Agent. This certification need not indicate any cause for the incapacity of my Agent. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with my Agent other than the one removed for incapacity based on these certifications.

I. Delivery of Records and Property. If my Agent is removed, resigns or otherwise ceases to act as Agent hereunder, my Agent shall deliver all records and property in my Agent's possession with respect to such Agent's service hereunder to any other Agent acting for me pursuant to a power of attorney or, if no other Agent is then so acting, to a successor Agent that I have named to act for me pursuant to a power of attorney, or any other person entitled to the records or property, within a reasonable amount of time after my Agent ceases to act, and unless another person is then entitled to the records and property, my Agent who ceases to act shall continue to have all of the duties of an Agent and the powers necessary to protect the records and property until delivered as provided herein.

ARTICLE II
Grant of General Authority

I grant to my Agent the authorities listed below:

A. Banks. My Agent may conduct banking transactions as provided in Section 709.2208(1), Florida Statutes, and access any safe deposit box rented by me alone or with any other person or persons.

B. Financial Institutions. My Agent may conduct investment transactions as provided in Section 709.2208(2), Florida Statutes, and buy, sell and exchange commodity futures contracts and call and put options on stocks and stock indexes.

C. Real Property. My Agent may do any act with respect to my real property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, partition, dispose of or encumber any real property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, raze, maintain or otherwise manage and in any way or manner deal with any or all of my real property; join with other persons with whom I own such property jointly in any transaction regarding that property; remove persons from, and recover possession of my real property; and expend funds to carry out any of the foregoing.

D. Intangible Personal Property. My Agent may do any act with respect to my intangible personal property, whether now owned or hereafter acquired, including, but not limited to, execute, acknowledge, deliver and possess such contracts, agreements, leases, including oil, gas and mineral leases, mortgages, notes and other evidences of debt, assignments, insurance policies, documents of title, bills, bonds, stock certificates, proxies, warrants, commercial paper, receipts, releases and satisfaction of debts and obligations and division orders, assurances and documents of any governmental agency or entity of the United States of America or any state thereof, and such other written instruments of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

E. Tangible Personal Property. My Agent may do any act with respect to my tangible personal property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, dispose of or encumber any tangible personal property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, maintain or otherwise manage and in any way or manner deal with any or all of my tangible personal property; join with other persons with whom I own such property jointly in any transaction regarding that property; recover possession of my tangible personal property; and expend funds to carry out any of the foregoing.

F. Business. My Agent may transact any lawful business, including, but not limited to, forming any kind of entity and making changes of any character, in the style or form

of the ownership or the conduct of any business; changing the governing jurisdiction under which an entity is operated; paying business expenses, even if the business is in financial trouble; collecting all amounts which are now payable to me or paying all obligations which are payable by me individually or pursuant to any interest I may have in any kind of entity; entering into or changing ownership agreements or buy-sell agreements; liquidating or reorganizing any entity; voting or exercising, in person or by proxy, all rights and options concerning any interest in an entity; and contracting with any person or entity for any purpose, or modifying or terminating any such contract.

G. Debts. My Agent may pay all sums of money at any time or times that I may be legally obligated to pay, whether pursuant to an obligation incurred by me, or for me by any Agent legally authorized to act on my behalf pursuant to a power of attorney.

H. Legal Remedies. My Agent may initiate, defend, continue, arbitrate, mediate, settle and dispose of, all legal, equitable or administrative proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me; collect any judgments recovered by me and execute releases and satisfactions of same; and engage in any proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States.

I. Confidential and Privileged Records and Documents. My Agent may demand, obtain, review, and release to others my medical records, estate planning documents or other documents protected by patient confidentiality, doctor-patient privilege, lawyer-client confidentiality, lawyer-client privilege, or any similar confidential relationship or evidentiary privilege. I specifically waive any such duty of confidentiality and privilege in respect to any records or documents demanded by my Agent, but no other person. Unless I have directed otherwise in writing, a custodian of an original or copy of this instrument may deliver such original or copy to my Agent and shall not be responsible for any loss or subject to any liability as a result of such delivery. I and my heirs, distributees, legal representatives, successors, and assigns will hold the custodian harmless from any loss suffered or liability incurred, including, but not limited to, reasonable attorneys' fees, in connection with the delivery of this instrument.

J. Guardian. My Agent may nominate on my behalf a qualified individual or entity (including my Agent) to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to adjudicate my capacity.

K. Borrow. My Agent may borrow any sum of money on such terms and with such security as my Agent may deem fit, and may guarantee any loan made to a trust created by me or in which I have a beneficial interest or any entity in which I or any trust created by me or in which I have a beneficial interest shall own, directly or indirectly, an interest, and for that purpose, execute any evidence of indebtedness and any security agreements, and provide

such information and documentation as may be necessary in conjunction therewith; provided, however, that my Agent shall not be personally liable for any such loan or guarantee, and such loan or guarantee shall be payable only out of my assets.

L. Employees and Service Providers. My Agent may engage and disengage (with or without cause), any agents, counsel, accountants, financial service or other professionals, and may employ and dismiss (with or without cause) any person or persons and provide to the persons to be so engaged or employed such salaries, wages or other remunerations as my Agent shall deem fit; and employ and compensate any investment management service, financial institution, or similar organization to advise my Agent and to handle all investments and to render all accountings of funds held on my behalf under custodial, agency, or other agreements.

M. Tax Returns. My Agent may prepare, execute, and file any and all federal, state and local tax returns (and all ancillary forms or documents related thereto) for any type of tax for any period before or after the grant of this power, and otherwise deal in any respect whatsoever with regard to such tax returns, including acting for me before any office of the Internal Revenue Service or other taxing authority; and receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument.

N. Foreign Accounts. Only to the extent my Agent accepts this authority in writing by specific reference to this paragraph, my Agent may do any act with respect to any foreign bank or financial account. Otherwise, my Agent shall have no authority over such accounts, notwithstanding any provision in this instrument to the contrary. A foreign bank or financial account is any bank or financial account located outside of the United States, as described in 31 U.S.C. § 5314 and 31 C.F.R. § 1010.350.

O. Dependents. My Agent may obligate me, and pay, for all costs and expenses that my Agent may deem necessary for general welfare of any lineal descendant of mine who is financially dependent on me, subject to the limitations below in Article III.

P. Standard of Living. My Agent may do all acts necessary to ensure that the best possible care and support are provided to me and my spouse to meet all lifetime needs and to maintain my and my spouse's current lifestyle, including, but not limited to, engaging the services of any individuals or organizations to provide for my and my spouse's personal care and comfort, holding and maintaining any real property used by me as a personal residence for my use and benefit and the use and benefit of my immediate family and paying all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and my spouse's benefit.

Q. Government Benefits. My Agent may do all acts necessary to apply for, obtain, and maintain my eligibility for government benefits (e.g., Social Security, Supplemental

Security Income, Medicare, Medicaid, etc.), including, but not limited to, paying down the principal balance on any loan owed by me that is secured by my homestead property; executing a personal service contract or caregiver agreement with a third party, including my Agent; purchasing a life estate in a residence owned by a third party, including my Agent; making a loan to a third party, including my Agent; purchasing an annuity contract; creating and funding an irrevocable Income Trust pursuant to 42 U.S.C. § 1396p(d)(4)(B); and purchasing Series I and Series EE United States Savings Bonds.

R. Digital Assets and Accounts. My Agent may take any action (including, without limitation, changing a terms of service agreement or other governing instrument) with respect to my Digital Assets and Digital Accounts as my Agent shall deem appropriate, and as shall be permitted under applicable state and Federal law. My Agent may engage experts or consultants or any other third party as necessary or appropriate to effectuate such actions with respect to my Digital Assets or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. This authority is intended to constitute “lawful consent” to a service provider to divulge the contents of any communication under The Stored Communications Act (currently codified as 18 U.S.C. §§ 2701 et seq.), to the extent such lawful consent is required, and my Agent hereunder shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this paragraph is intended to provide my Agent with full authority to access and manage my Digital Assets and Digital Accounts, including the content of electronic communications sent or received by me, to the extent permitted under Section 740.003(2) of the Florida Statutes and applicable Federal law and shall not limit any authority granted to my Agent under such laws.

The following definitions and descriptions shall apply to the authority my Agent with respect to my Digital Assets and Accounts:

1. “Digital Assets” shall have the same meaning as in Section 740.001(9) of the Florida Statutes, and include, but not be limited to, files created, generated, sent, communicated, shared, received, or stored on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received or stored (which underlying physical device shall not be a “Digital Asset” for purposes of this instrument).

2. A “Digital Device” is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops.

3. “Digital Account” means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device, pursuant to an “Account” as that term is defined in Section 740.001(1) of the Florida Statutes.

ARTICLE III Grant of Specific Authority

I grant to my Agent the specific authorities listed below that I have initialed.

A. Insurance and Annuities. Initial *Option 1* or *Option 2* below to grant authority to Agent:

[_____] ***Option 1 - Includes Authority to Change Beneficiary Designations.*** My Agent may act with respect to any policy of insurance on my life and any annuity owned by me or for which I am the annuitant, and exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including, but not limited to, creating or changing a beneficiary designation, surrendering a policy or annuity for its cash surrender value, exchanging or converting a policy or annuity, and borrowing against the value of a policy or annuity; provided, however, my Agent shall not have any power or “incidents of ownership”, as defined under Code Sec. 2042, whatsoever with respect to any life insurance policy owned by me individually, as trustee or otherwise, under which my Agent is the insured.

[_____] ***Option 2 - Does Not Include Authority to Change Beneficiary Designations.*** My Agent may act with respect to any policy of insurance on my life and any annuity owned by me or for which I am the annuitant, and exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including, but not limited to, surrendering a policy or annuity for its cash surrender value, exchanging or converting a policy or annuity, and borrowing against the value of a policy or annuity; provided, however, my Agent shall not have any power or “incidents of ownership”, as defined under Code Sec. 2042, whatsoever with respect to any life insurance policy owned by me individually, as trustee or otherwise, under which my Agent is the insured and, provided further, that my Agent shall not have any authority to create or change a beneficiary designation with respect to any policy of insurance on my life or any annuity owned by me or for which I am the annuitant.

B. Gifts. By initialing any one or more of the options below, I authorize my Agent to make gifts as described therein, including by the exercise of a presently exercisable general power of appointment, and consent to split gifts with my spouse pursuant to Code Sec. 2513 if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513, and gifts may be made

to my Agent if my Agent falls with the class of permissible donees, provided that gifts to my Agent may be made only for my Agent's health, education, maintenance or support.

Option 1 - Gifts to My Spouse. My Agent may make gifts in any amount to my spouse.

Select Option 2a OR Option 2b OR Neither

Option 2a - Unlimited Gifts to My Descendants. My Agent may make gifts in any amount to my descendants; or

Option 2b - Gifts to My Descendants Limited by Annual Exclusion. My Agent may make gifts to my descendants in amounts not to exceed the amount of my gift tax annual exclusion under Code Sec. 2503(b), including gifts to qualified tuition programs described in Code Sec. 529 for any of my descendants (and may accelerate multiple years of annual exclusion amounts pursuant to any election permitted under that section) (or twice the amount of the gift if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513), provided that my Agent may make unlimited gifts for my descendants for those expenditures described in Code Sec. 2503(e).

Option 3 - Gifts to Persons Other Than My Descendants Limited by Annual Exclusion. My Agent may make gifts to any person other than a descendant of mine in amounts not to exceed the amount of my gift tax annual exclusion under Code Sec. 2503(b) (or twice that amount if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513).

Option 4 - Gifts to Charities. My Agent may make gifts to any charitable organization, the gifts to which qualify for the Federal income or gift tax charitable deduction under Code Sec. 170 or 2522, in any amount, but after due consideration of any limitations (including carryovers of excess contributions) therein and the effect that gifts of appreciated property may have upon the alternative minimum tax, as provided for under Part VI of Subchapter A of Chapter 1 of Subtitle A of the Code.

C. Trusts. Initial **Option 1** or **Option 2** below to grant authority to Agent:

Option 1 - Create and Fund Trusts. My Agent may create an inter vivos trust and, with respect to a trust created by me or on my behalf, amend, modify, revoke or terminate any trust, to the extent the trust instrument explicitly permits such act by my Agent, transfer any or all of my property (including homestead property) which I now own or hereafter acquire into any trust, revocable or irrevocable, regardless of whether such trust was established by me and regardless of whether

I am a beneficiary of such trust, provided that any such transfer which is a gift shall comply with the provisions concerning gifts above as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

[] **Option 2 - Fund Trusts Only.** My Agent may transfer any or all of my property (including homestead property) which I now own or hereafter acquire into any trust, revocable or irrevocable, created by me or on my behalf, provided that any such transfer which is a gift shall comply with the provisions concerning gifts above as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

D. Disclaim Property. Initial below to grant authority to Agent:

[] My Agent may disclaim under applicable state law any interest in, or power over (including a power of appointment), property, whenever created, including, but not limited to, any interest in or power over property that I may otherwise receive by gift, inheritance or survivorship upon the death of another.

E. Retirement Plans. Initial *Option 1* or *Option 2* below to grant authority to Agent:

[] **Option 1 - Includes Authority to Change Beneficiary Designations.** My Agent may act with respect to any retirement plans, including, but not limited to, individual retirement accounts, pension plans, profit sharing plans, 401(k) plans, and any other type of plan, trust, or account now or hereafter authorized by law or agreement concerning retirement, savings, incentive, or other employment or self-employment compensation arrangement and make any election or take any action with respect thereto, including, but not limited to, contributing to, withdrawing from, investing and reinvesting the assets of, and changing the beneficiary designations of, such plans, trusts or accounts.

[] **Option 2 - Does Not Include Authority to Change Beneficiary Designations.** My Agent may act with respect to any retirement plans, including, but not limited to, individual retirement accounts, pension plans, profit sharing plans, 401(k) plans, and any other type of plan, trust, or account now or hereafter authorized by law or agreement concerning retirement, savings, incentive, or other employment or self-employment compensation arrangement and make any election or take any action with respect thereto, including, but not limited to, contributing to, withdrawing from, and investing and reinvesting the assets of, such plans, trusts

or accounts; provided, however, my Agent shall not have any authority to create or change a beneficiary designation with respect to any such plan, trust or account.

F. Dispositions Effective at Death. Initial below to grant authority to Agent:

[_____] My Agent may create or change rights of survivorship in, or any beneficiary designation on, any of my property (including homestead property) which I now own or hereafter acquire.

ARTICLE IV General Provisions

A. General Directions to Agent. My Agent shall make every effort to involve me in decision-making regarding both financial matters and personal care. My Agent shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, my Agent shall make decisions that my Agent believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible.

B. Governing Law. This instrument is a Durable Power of Attorney authorized by the provisions of the Florida Power of Attorney Act (Part II of Chapter 709 of the Florida Statutes), as it may be amended. The interpretation and effect of this Durable Power of Attorney shall be governed by the laws of the State of Florida.

C. Binding and Effect. Until my Agent shall have knowledge or notice of my death or termination or suspension of my Agent's authority or of this instrument, any act lawfully done by my Agent in good faith shall be binding on me and on my estate, my heirs, legal representatives and assigns. This, being a Durable Power of Attorney, shall be effective as of and from the date it is executed and shall not be affected by my subsequent disability, incapacity or incompetence, except as otherwise provided in Chapter 709, Florida Statutes. As provided in Section 709.2106, Florida Statutes, a photocopy or electronically transmitted copy of the original of this Durable Power of Attorney shall have the same effect as the original.

D. Release of Liability for Agents. My Agent is not required, and shall have no duty, to act hereunder, and if my Agent acts hereunder, the discretion given my Agent under Articles II and III above shall be absolute and uncontrolled and subject to correction by a court only if my Agent should act dishonestly, with improper motive, with reckless indifference to the purposes of this Durable Power of Attorney, my estate plan, my interests or the interests of my beneficiaries, or in violation of specific provisions of this instrument. My Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan. Absent a breach of fiduciary duty, my Agent is not liable if the value of my property declines. No Agent shall be liable to anyone for anything done or not done by any other Agent, except

with respect to any breach of fiduciary duty that my Agent participated in or concealed. An Agent with actual knowledge of a breach or imminent breach of fiduciary duty by another Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.

E. Release of Liability for Third Persons. Any person dealing with my Agent under this instrument is completely absolved of any liability and held harmless for relying in good faith upon the authority granted to my Agent hereunder and the actions of my Agent which are reasonably within the scope of my Agent's authority and may enforce any obligation created by the actions of my Agent, unless such person has knowledge or has written notice that this Durable Power of Attorney or my Agent's authority is void, invalid, suspended or terminated. Any person dealing with my Agent under this instrument may, but need not, require my Agent to execute an affidavit stating where I am domiciled, that I am not deceased, that there has been no revocation, or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced hereunder, that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian for me, and, if the affiant is a successor Agent, the reasons for the unavailability of the predecessor Agents at the time the authority is exercised; and if affiant is an officer of a financial institution acting as my Agent, stating the officer's title, that the officer has full authority to perform all acts and enter into all transactions authorized hereunder for and on behalf of the financial institution in its capacity as Agent. Any person must accept or reject this Durable Power of Attorney within a reasonable time, and any person who rejects this Durable Power of Attorney must state in writing the reason for the rejection. A person may not require an additional or different form of power of attorney. Any person who refuses to accept this Durable Power of Attorney in violation of Section 709.2120, Florida Statutes, shall be subject to court order mandating acceptance of this Durable Power of Attorney and liability for damages, including reasonable attorneys' fees and costs, as provided in Section 709.2120, Florida Statutes.

F. Authorization of Conflict of Interest. I have appointed the persons named in this instrument as my Agent hereunder, cognizant of the fact that they may also serve as directors, accountants, employees and/or owners with respect to entities which may form a substantial part of my estate, and that their interests as Agent hereunder may conflict with their individual interests with respect to the entities. Notwithstanding the foregoing, I wish these persons to serve as my Agent because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the entities to manage and operate the entities. The fact that an Agent is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through any entity acting as Agent hereunder or through any firm of which an Agent is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. My property may be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed or advised by an Agent or such a firm.

G. Self-Dealing. No state law restraint on acts of self-dealing by an Agent shall apply to my Agent who is my spouse or a descendant of mine, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision hereunder, such Agent may enter into transactions on my behalf in which that Agent is personally interested so long as the terms of the transaction are fair to me. **[OPTIONAL: To the extent otherwise permitted herein, only my Agent who is an ancestor, spouse or descendant of mine may exercise authority to create in my Agent or in an individual whom my Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise. OR To the extent otherwise permitted herein, even if my Agent is not an ancestor, spouse or descendant of mine, my Agent may exercise authority to create in my Agent or in an individual whom my Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer or otherwise.]**

H. Tax Savings; Creditor Claims Against Agent. It is my intention that no power or authority granted hereunder shall be deemed to create in my Agent a general power of appointment, as such term is defined under Code Secs. 2041(b) and 2514(c), or subject my assets to any claims of the creditors of my Agent. Accordingly, notwithstanding anything in this instrument to the contrary, my Agent shall be prohibited from possessing or exercising any power otherwise granted hereunder in a manner that constitutes a general power of appointment, including, but not limited to, participating in any decision to (i) transfer any property of mine to or for the benefit of my Agent other than pursuant to an ascertainable standard as such term is defined for Federal estate or gift tax purposes, and (ii) transfer any property of mine in discharge of any legal obligation of my Agent, individually. Furthermore, an Agent who is otherwise authorized to make gifts to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause my property to be subject to any claims of the creditors of Agent.

I. Delegation. My Agent may delegate investment functions as provided in Section 518.112, Florida Statutes.

J. Waiver of Prudent Investor Rule. My Agent may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of my estate. My Agent may, but need not, favor retention of assets owned by me. My Agent shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived.

ARTICLE V
Definitions of Miscellaneous Provisions

A. Descendants. References to “descendants” shall include descendants whenever born.

B. My Spouse. Any reference to “my spouse” shall mean the person to whom I am married at any given time.

C. Determining Descendants. One’s descendants shall be determined according to applicable state law, except to the extent modified by this Article.

1. A child adopted before he or she attains fourteen (14) years of age (but not after attaining that age) shall be treated under this instrument as a child of his or her adopting parents and a descendant of their ancestors.

2. A biological child shall not be treated as a child or descendant of any biological parent of the child or as a descendant of the ancestors of such biological parent if the child has been surrendered for adoption with the consent of such biological parent and the child’s adoptive parent substitutes for the consenting parent under applicable state law.

3. The descendants of a person who is treated as a child or descendant under this Article shall also be treated as descendants of such person’s ancestors. The descendants of a person who is treated as not being a child or descendant under this Article shall also be treated as not being descendants of such person’s ancestors.

D. Code. References to the “Code” or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

E. Florida Statutes. References to the “Florida Statutes” or to provisions thereof are to the Florida Statutes in effect at the time of execution of this instrument. If, by the time in question, a particular provision of the Florida Statutes has been renumbered, or the statute has been superseded by a subsequent Florida law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

F. Notice. Any notice provided hereunder must comply with Section 709.2121, Florida Statutes.

G. Savings Clause. Should any of the provisions of this Durable Power of Attorney fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this instrument be invalidated, impaired or affected thereby, but that this instrument be construed as if such invalid provision or direction had not been contained therein.

H. Captions. The captions used in this Durable Power of Attorney are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this instrument or the intent of any provision therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date first above written.

Executed in the presence of:

Print Name: _____

JOHN A. DOE

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by **JOHN A. DOE**. Said person (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Notary Public - State of Florida

DESIGNATION OF HEALTH CARE SURROGATE
OF
JOHN A. DOE

I, **JON A. DOE**, designate as my health care surrogate (“Health Care Surrogate”) under s. 765.202, Florida Statutes:

Name: **JANE B. DOE**
Address: _____

Phone: _____

If my Health Care Surrogate is not willing, able, or reasonably available to perform his or her duties, I designate as my alternate Health Care Surrogate:

Name: **JEFFREY C. DOE**
Address: _____

Phone: _____

INSTRUCTIONS FOR HEALTH CARE

1. I grant to my Health Care Surrogate full authority to make decisions for me regarding my health care, including the authority to make decisions regarding mental health treatment, and any reference herein to health care shall include mental health care. In exercising this authority, my Health Care Surrogate shall follow my desires as known by my Health Care Surrogate. My Health Care Surrogate shall have full power and authority to execute all instruments, and to do everything appropriate and necessary to be done for me and in my name regarding my health care, including, but not limited to, the power and authority to:

a. receive any of my health information, whether oral or recorded in any form or medium, that:

i. is created or received by a health care provider, health care facility, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

ii. relates to my past, present, or future physical or mental health or condition; the provision of health care to me; or the past, present, or future payment for the provision of health care to me;

b. consult with appropriate health care providers to provide informed consent in my best interests and to make health care decisions for me which he or she believes that I would have made under the circumstances, had I been capable of making such decisions.

c. provide informed consent, refusal of consent, or withdrawal of consent to any and all of my health care, excluding life-prolonging procedures;

d. apply on my behalf for private, public, government, or veterans' benefits to defray the cost of health care;

e. serve as my legally authorized personal representative under the relevant state law and for all purposes of the Health Insurance Portability and Accountability Act of 1996, (Pub. L. 104-191 ("HIPAA")), including for purposes of the provisions of 45 Code of Federal Regulations ("CFR"), Sections 160 through 164, and to obtain and have access to all of my medical information and protected health information maintained by any health care provider, health plan, or other "covered entity" as that term is defined in the HIPAA privacy rule; and such health care providers, health plans, and other covered entities are hereby directed to release all of my medical information and protected health information in their possession to my Health Care Surrogate and/or any Patient Advocate appointed by my Health Care Surrogate;

f. execute any and all releases, authorizations, and other documents necessary to obtain or authorize disclosure of all of my medical records and protected health information as permitted or required under HIPAA and any other relevant state or federal law;

g. appoint any person, including my Health Care Surrogate, to act as my Patient Advocate, who shall have the same power and authority as my Health Care Surrogate;

h. authorize my transfer and admission to or from a health care facility; and

i. _____ **only if I have initialed this paragraph**, provide informed consent, refusal of consent or withdrawal of consent for experimental treatments that have not been approved by a federally approved institutional review board in accordance with 45 C.F.R. part 46 or 21 C.F.R. part 56, including, but not limited to, the administration of low-THC cannabis and Medical Cannabis.

2. While I have decision-making capacity, my wishes are controlling and my physicians and health care providers must clearly communicate to me the treatment plan or any change to the treatment plan prior to its implementation.

3. To the extent I am capable of understanding, my Health Care Surrogate shall keep me reasonably informed of all decisions that he or she has made on my behalf and matters concerning me.

4. THIS HEALTH CARE SURROGATE DESIGNATION IS NOT AFFECTED BY MY SUBSEQUENT INCAPACITY EXCEPT AS PROVIDED IN CHAPTER 765, FLORIDA STATUTES.

5. MY HEALTH CARE SURROGATE'S AUTHORITY TO RECEIVE MY HEALTH INFORMATION TAKES EFFECT IMMEDIATELY.

6. PURSUANT TO SECTION 765.104, FLORIDA STATUTES, I UNDERSTAND THAT I MAY, AT ANY TIME WHILE I RETAIN MY CAPACITY, REVOKE OR AMEND THIS DESIGNATION BY:

a. SIGNING A WRITTEN AND DATED INSTRUMENT WHICH EXPRESSES MY INTENT TO AMEND OR REVOKE THIS DESIGNATION;

b. PHYSICALLY DESTROYING THIS DESIGNATION THROUGH MY OWN ACTION OR BY THAT OF ANOTHER PERSON IN MY PRESENCE AND UNDER MY DIRECTION;

c. VERBALLY EXPRESSING MY INTENTION TO AMEND OR REVOKE THIS DESIGNATION; OR

d. SIGNING A NEW DESIGNATION THAT IS MATERIALLY DIFFERENT FROM THIS DESIGNATION.

7. IF I AM MARRIED AND IF MY SPOUSE IS MY HEALTH CARE SURROGATE, THE DESIGNATION OF MY SPOUSE AS MY HEALTH CARE SURROGATE WILL BE REVOKED UPON THE DISSOLUTION OR ANNULMENT OF MY MARRIAGE.

8. I DESIGNATE THE PHYSICIAN LISTED BELOW AS MY PRIMARY PHYSICIAN TO HAVE PRIMARY RESPONSIBILITY FOR MY HEALTH CARE. IF I LEAVE THE DESIGNATION BLANK OR IF THE DESIGNATED PHYSICIAN IS NOT REASONABLY AVAILABLE, THEN MY PRIMARY PHYSICIAN WILL BE THE PHYSICIAN WHO UNDERTAKES THE RESPONSIBILITY FOR MY HEALTH CARE (E.G., A HOSPITALIST OR MEDICAL SPECIALIST).

Name: _____

Address: _____

Phone: _____

9. MY HEALTH CARE SURROGATE'S AUTHORITY TO MAKE HEALTH CARE DECISIONS BECOMES EFFECTIVE WHEN MY PRIMARY PHYSICIAN DETERMINES THAT I AM UNABLE TO MAKE MY OWN HEALTH CARE DECISIONS.

10. My Health Care Surrogate shall not be entitled to compensation for services performed under this Designation, but shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provision of this Designation.

11. Any persons dealing with my Health Care Surrogate under this Designation are completely absolved of any liability by me, my estate, my heirs or assigns, for recognizing my Health Care Surrogate's authority if they rely upon a photocopy of the original of this Designation.

12. This Designation shall be valid in any jurisdiction in which it is presented, and the powers delegated under this Designation shall be separable; the invalidity of one or more powers shall not affect any others.

SIGNATURES: Sign and date the form here:

Date

JOHN A. DOE

Address

SIGNATURES OF WITNESSES:

First Witness

Second Witness

Print Name

Print Name

Date

Date

Address

Address

TWO WITNESSES ARE REQUIRED. AT LEAST ONE WITNESS MUST NOT BE A SPOUSE OR BLOOD RELATIVE. AN INDIVIDUAL DESIGNATED AS MY HEALTH CARE SURROGATE SHALL NOT ACT AS A WITNESS.

LIVING WILL DECLARATION

OF

JOHN A. DOE

DECLARATION made this _____ day of _____, 2020.

I, **JOHN A. DOE**, willfully and voluntarily make known my desire that my dying not be artificially prolonged under the circumstances set forth below, and do hereby declare:

If at any time I am incapacitated and (*initial all which apply*)

_____ I have a terminal condition, or

_____ I have an end-stage condition, or

_____ I am in a persistent vegetative state,

and if my primary physician and another consulting physician have determined that there is no reasonable medical probability of my recovery from such condition, I direct that life-prolonging procedures be withheld or withdrawn when the application of such procedures would serve only to prolong artificially the process of dying, and that I be permitted to die naturally with only the administration of medication or the performance of any medical procedure deemed necessary to provide me with comfort care or to alleviate pain.

_____ Notwithstanding anything herein to the contrary, by initialing this sentence, I desire that **FOOD BE WITHHELD OR WITHDRAWN** in accordance with this Declaration; or

_____ Notwithstanding anything herein to the contrary, by initialing this sentence, I desire that **FOOD BE CONTINUED** in accordance with this Declaration.

_____ Notwithstanding anything herein to the contrary, by initialing this sentence, I desire that **WATER BE WITHHELD OR WITHDRAWN** in accordance with this Declaration; or

_____ Notwithstanding anything herein to the contrary, by initialing this sentence, I desire that **WATER BE CONTINUED** in accordance with this Declaration.

_____ Notwithstanding anything contained herein to the contrary, by initialing this sentence, I acknowledge that I have elected to be an organ donor and request that my attending or treating physician undertake any and all reasonable and prudent steps to fulfill my wishes to be an organ donor, including postponing the withdrawal of, or instituting for a reasonable period of time, any life-prolonging procedures as necessary to permit the timely and prudent donation of my organs.

It is my intention that this Declaration shall be honored by my family and physician as the final expression of my legal right to refuse medical or surgical treatment and to accept the consequences for such refusal.

In the event that I have been determined to be unable to provide express and informed consent regarding the withholding, withdrawal or continuation of life-prolonging procedures, I wish to designate as my surrogate to carry out the provisions of this Declaration:

Name: **JANE B. DOE**
Address: _____
Phone: _____

If my surrogate is unwilling or unable to perform such duties, I wish to designate as my alternate surrogate:

Name: **JEFFREY C. DOE**
Address: _____
Phone: _____

I understand the full import of this Declaration and I am emotionally and mentally competent to make this Declaration.

[Notwithstanding anything herein to the contrary, if I have been diagnosed as pregnant and that diagnosis is known to my attending or treating physician, this Declaration shall have no force or effect during the course of my pregnancy.]

The terms used herein shall have the same meaning as such terms are defined in Chapter 765 of the Florida Statutes, as amended. Should any specific direction of this Declaration be held invalid for any reason, such invalidity shall not affect the enforceability of the remainder of this Declaration.

Executed in the presence of:

Print Name: _____

JOHN A. DOE

Print Name: _____

TWO WITNESSES ARE REQUIRED AND AT LEAST ONE WITNESS MUST NOT BE A SPOUSE OR BLOOD RELATIVE.

LIVING WILL INFORMATION

A “living will declaration” is a witnessed document (or a witnessed oral statement) made by an individual (the “principal”) expressing the principal’s instructions concerning life-prolonging procedures. Any competent adult may, at any time, make a living will declaration and direct the withholding or withdrawal of life-prolonging procedures in the event such person has a terminal condition, an end-stage condition, or is in a persistent vegetative state.

It is the principal’s responsibility to notify his or her primary physician that he or she has made a living will declaration. In the event the principal is physically or mentally incapacitated at the time he or she is admitted to a health care facility, any other person may notify the physician or health care facility of the existence of the living will declaration. Once notified, the principal’s health care provider will make the living will declaration a part of the principal’s medical record.

The following definitions will assist the principal in completing his or her living will declaration:

End-Stage Condition. “End-stage condition” means an irreversible condition that is caused by injury, disease, or illness which has resulted in progressively severe and permanent deterioration, and which, to a reasonable degree of medical probability, treatment of the condition would be ineffective.

Persistent Vegetative State. “Persistent vegetative state” means a permanent and irreversible condition of unconsciousness in which there is:

- (a) The absence of voluntary action or cognitive behavior of any kind.
- (b) An inability to communicate or interact purposefully with the environment.

Terminal Condition. “Terminal condition” means a condition caused by injury, disease, or illness from which there is no reasonable medical probability of recovery and which, without treatment, can be expected to cause death.

Incapacity. “Incapacity” or “incompetent” means the patient is physically or mentally unable to communicate a willful and knowing health care decision.

Life-Prolonging Procedure. “Life-prolonging procedure” means any medical procedure, treatment, or intervention, including artificially provided sustenance and hydration, which sustains, restores, or supplants a spontaneous vital function. The term does not include the administration of medication or performance of medical procedure, when such medication or procedure is deemed necessary to provide comfort care or to alleviate pain.

Physician. “Physician” means a person licensed pursuant to chapter 458 or chapter 459.

Primary Physician. “Primary physician” means a physician designated by an individual or the individual’s surrogate, proxy, or agent under a durable power of attorney as provided in chapter 709, to have primary responsibility for the individual’s health care or, in the absence of a designation or if the designated physician is not reasonably available, a physician who undertakes the responsibility.

**AUTHORIZATION FOR RELEASE
OF PROTECTED HEALTH INFORMATION**

I, **JOHN A. DOE**, intend to comply, now and in the future, with all requirements set forth in the Standards for Privacy of Individually Identifiable Health Information, known as the "Privacy Rule," which implements the privacy requirements of the Health Insurance Portability and Accountability Act of 1996, commonly known as "HIPAA," so that the information described below will be freely available to those described below. All provisions hereof shall be construed in accordance with that intent.

I hereby authorize each Covered Entity identified below to disclose my individually identifiable health information as described below, which may include information concerning communicable diseases such as Human Immunodeficiency Virus ("HIV") and Acquired Immune Deficiency Syndrome ("AIDS"), mental illness (except psychotherapy notes), chemical or alcohol dependency, laboratory test results, medical history, treatment and any other such related information.

My Additional Identification Information:

Name: **JOHN A. DOE**
Date of Birth: _____
Social Security Number: ____-____-_____

1. Identity of Person or Class of Persons Authorized to Make Disclosure.

I hereby authorize all covered entities as defined in HIPAA, and all other health care providers, health plans, and health care clearinghouses, including, but not limited to, each and every doctor, psychiatrist, psychologist, dentist, therapist, nurse, hospital, clinic, pharmacy, laboratory, ambulance service, assisted living facility, residential care facility, bed and board facility, nursing home, medical insurance company and any other medical provider or agent thereof having protected health information (as that term is defined in HIPAA), each being referred to herein as the "Covered Entity," to disclose the information described in Paragraph 2 below.

2. Description of Information to Be Disclosed.

The protected health information which may be disclosed pursuant to this Authorization includes all health care information, reports and/or records concerning my medical history, condition, diagnosis, testing, prognosis, treatment, billing information and identity of health care providers, whether past, present or future and any other information which is in any way related to my health care. Additionally, this disclosure shall include the ability to ask questions and discuss this protected medical information with the person or entity who has possession of the protected medical information even if I am fully competent to ask questions and discuss this matter at the time. It is my intention to give a full authorization to ANY protected medical information to the persons named in this Authorization.

3. **Person or Class of Persons to Whom the Covered Entity May Disclose the Above Described Protected Health Information.** The above described information shall be disclosed to my wife, **JANE B. DOE**, and my brother, **JEFFREY C. DOE**, herein each known as the “Authorized Person.”

4. **Purpose of Disclosure.** The Authorized Person may request disclosure of my health care information for any purpose, and I authorize the Covered Entity to comply with such request.

5. **Termination.** This Authorization shall terminate on the first to occur of: (i) two years following my death, or (ii) upon my written revocation actually received by the Covered Entity. Proof of receipt of my written revocation may be either by certified mail, registered mail, facsimile, or any other receipt evidencing actual receipt by the Covered Entity. Such revocation shall be effective upon the actual receipt of the notice by the Covered Entity except to the extent that the Covered Entity has taken action in reliance on this Authorization.

6. **Re-Disclosure.** By signing this Authorization, I acknowledge that the information used or disclosed pursuant to this Authorization may be subject to re-disclosure by the Authorized Person and the information once disclosed will no longer be protected by the rules created in HIPAA. No Covered Entity shall require the Authorized Person to indemnify the Covered Entity or agree to perform any act in order for the Covered Entity to comply with this Authorization.

7. **Acknowledgment of Right to Treatment.** I understand and hereby acknowledge that the Covered Entity may not condition my receipt of health care upon my execution of this Authorization, and I may refuse to sign this Authorization if I wish to do so.

8. **Instructions to My Authorized Persons.** The Authorized Person shall have the right to bring a legal action in any applicable forum against the Covered Entity that refuses to recognize and accept this Authorization for the purposes that I have expressed. Additionally, the Authorized Person is authorized to sign any documents that such Authorized Person deems appropriate to obtain the protected medical information.

9. **Revocation.** This Authorization may be revoked in writing by me at any time.

10. **Valid Document.** A copy or facsimile of the original Authorization shall be accepted as though it was an original document.

11. **My Waiver and Release.** I hereby release the Covered Entity that acts in reliance on this Authorization from any liability that may accrue from releasing my protected medical information and for any actions taken by the Authorized Person. I also specifically prohibit the Authorized Person, or any other person designated as my agent in any capacity, from filing a complaint of any kind against the Covered Entity that complies with the directions of the

Authorized Person hereunder to the extent that such a complaint purports to charge said Covered Entity with any violation of the Privacy Rules or other Federal or State laws related to disclosure of medical records as a result of its compliance with said directions.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2020.

Executed in the presence of:

Print Name: _____

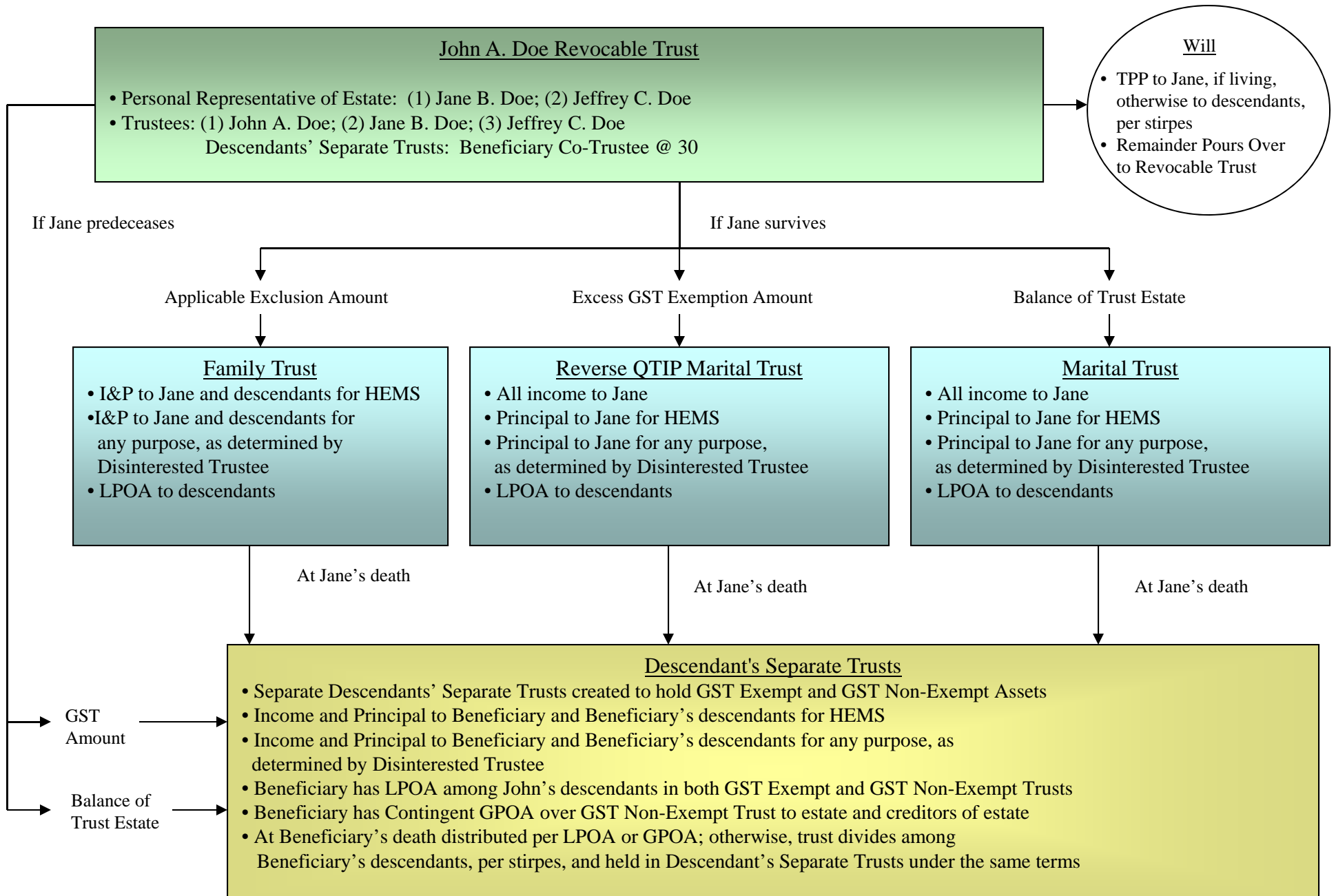
JOHN A. DOE

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by **JOHN A. DOE**. Said person (check one) is personally known to me, produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Notary Public - State of Florida



*HEMS = Health, Education, Maintenance and Support

*LPOA = Limited Power of Appointment

*GPOA = General Power of Appointment