

THE JOHN DOE REVOCABLE TRUST

This Agreement is being executed this ____ day of _____ 20__, between JOHN DOE of 100 Ocean Avenue, Coastville, Florida (hereinafter referred to as the "Settlor"), and his wife JANE DOE. also of 100 Ocean Avenue, Coastville, Florida , (hereinafter referred to as "Trustee").

ARTICLE I

The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and has caused or will cause the Trustee to be designated as beneficiary of those life insurance policies, if any, described in Schedule A, annexed hereto and made a part hereof. These insurance policies, and any other insurance policies that may be delivered to the Trustee, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, whether or not listed in Schedule A, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE II

The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor, or to or for the benefit of such person or persons (and in such proportions) as the Settlor may from time to time designate, as much or all of the net income from this Trust as the Trustee shall determine.

(2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor, or to or for the benefit of such person or persons as the Settlor may from time to time designate, such sums from the principal of this Trust as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Settlor or the Settlor's designee, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor or the Settlor's designee known to the Trustee.

(3) The Settlor may at any time during his lifetime and from time to time, withdraw all or any part of the principal of this Trust, free of trust, by delivering an instrument in writing duly signed by him to the Trustee, describing the property or portion thereof desired to be withdrawn. Upon receipt of such instrument, the Trustee shall thereupon convey and deliver to the Settlor, free of trust, the property described in such instrument.

(4) In the event that the Settlor is adjudicated to be incompetent, or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle his own affairs, then the Trustee may during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor, pay to or apply for the benefit of the Settlor's wife, JANE DOE, and any person dependent on the Settlor, such sums from the net income and from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, support or maintenance of the Settlor's wife and dependents, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's wife and dependents known to the Trustee.

ARTICLE III

The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent. Unless sooner terminated, the trust shall become irrevocable upon the death of the Settlor, and shall be held and administered as hereinafter provided.

ARTICLE IV

Upon the death of the Settlor, all of the rest, residue and remainder of the Trust Estate (which shall include any property which may be added from the Settlor's general estate) shall be divided and administered as follows:

(1) If the Settlor is survived by his wife, JANE DOE, the Trustee shall divide the Trust Estate into Two (2) separate shares, hereinafter designated as Trust "A" and Trust "B". Trust A shall be composed of cash, securities or other property of the Trust Estate (undiminished by any estate, inheritance, succession, death or similar taxes) having a value

equal to the maximum marital deduction as finally determined in the Settlor's federal estate tax proceedings, less the aggregate amount of marital deductions, if any, allowed for such estate tax purposes by reason of property, or interests in property passing or which have passed to the Settlor's said wife otherwise than pursuant to the provisions of this Article; provided, however, the amount for Trust A hereunder shall be reduced by the amount, if any, needed to increase the Settlor's taxable estate (for federal estate tax purposes) to the largest amount that, after allowing for the unified credit against the federal estate tax, and the state death tax credit against such tax, will not result in a federal estate tax being imposed on the Settlor's estate. The Trustee shall have the sole discretion to select the assets which shall constitute Trust A. In no event, however, shall there be included in this Trust A any asset or the proceeds of any asset which will not qualify for the federal estate tax marital deduction, and this Trust A shall be reduced to the extent that it cannot be created with such qualifying assets. Trust B shall be the balance of the Trust Estate after the assets have been selected for Trust A.

(2) If the Settlor's wife, JANE DOE, shall not survive him, the Trustee shall divide the entire trust fund into as many equal shares as shall provide One (1) share for each then living child of the Settlor, and One (1) share for each deceased child who shall leave children then living. Each share provided for a living child of the Settlor shall be distributed outright to such child. Each share provided for a deceased child who leaves issue then living, shall be distributed to said child's issue per stirpes

Trust A and Trust B shall be administered as hereinafter set forth.

ARTICLE V

Trust A shall be held, administered and distributed as follows:

(1) Commencing with the date of the Settlor's death, the Trustee shall pay to or apply for the benefit of the Settlor's said wife during her lifetime all the net income from Trust A in convenient installments but no less frequently than quarter-annually.

(2) The Trustee shall distribute as much of the principal from this Trust as the Settlor's wife may, from time to time, request in writing.

(3) In addition, the Trustee may pay to or apply for the benefit of the Settlor's said wife such sums from the principal of Trust A as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor's said wife, taking into consideration to the extent the Trustee

deems advisable, any other income or resources of the Settlor's said wife known to the Trustee.

(4) The Settlor's said wife may at any time by written notice, require the Trustee either to make any nonproductive property of this trust productive or to convert such nonproductive property to productive property within a reasonable time.

(5) Upon the death of the Settlor's said wife, the entire remaining principal of Trust A (including any undistributed income) shall be distributed to whomever the Settlor's said wife shall appoint said assets (by a will specifically referring to this power of appointment), or in default of appointment, the remaining principal and income of Trust A shall be added to and become a part of Trust B and shall be held and administered or distributed in whole or in part, as if it had been an original part of Trust B.

ARTICLE VI

It is expressly provided that the grant of rights, powers, privileges and authority to the Trustee in connection with the imposition of duties upon the Trustee by any provision of Trust A or by any statute relating thereto, shall not be effective if it would disqualify the marital deduction as established in Trust A hereof. The Trustee shall not in the exercise of its discretion make any determination inconsistent with the foregoing.

ARTICLE VII

Trust B shall be held, administered and distributed as follows:

(1). During the lifetime of the Settlor's said wife, the Trustee shall pay to or apply for the benefit of the Settlor's wife, in quarterly or more frequent installments, all of the net income of the trust.

(2). During the lifetime of the Settlor's said wife, the Trustee, may also pay to or apply for the benefit of the Settlor's wife such portions of the principal of the trust as the Trustee deems advisable to liberally provide for the Settlor's wife's health, education, support and maintenance after taking into account her other resources.

(3). In addition to the above provisions the Settlor's wife shall have the power to direct the Trustee to pay to her out of the trust's principal in each year, an amount not in excess of the greater of five thousand dollars (\$5,000) or five percent (5%) of the aggregate value of the trust principal as determined at the end of each taxable year of the trust. This power is non-

cumulative and can be exercised only by an instrument in writing signed by the Settlor's wife and delivered to the Trustee in any calendar year of withdrawal.

(4). During the lifetime of the Settlor's said wife, the Trustee, may also pay to or apply for the benefit of any child (or, in the case of a predeceased child, any grandchild) of the Settlor such portions of the principal of the trust as the Trustee deems advisable to provide for such child's health, support, maintenance and education; provided, however, that no such principal invasion shall be made for the benefit of any child until the Settlor's wife's health, support and maintenance shall first have been adequately provided for.

(5). Upon the death of the Settlor's said wife, the Trustee shall divide the remaining trust principal into as many equal shares as shall provide One (1) share for each then living child of the Settlor, and One (1) share for each deceased child who shall leave children then living. Each share provided for a living child of the Settlor shall be distributed outright to such child. Each share provided for a deceased child who leaves issue then living, shall be distributed to whomever said child shall appoint this share (by a will specifically referring to this power of appointment), or in default of appointment to said child's issue per stirpes.

ARTICLE VIII

The Settlor's wife, JANE DOE, shall serve as Trustee of the JOHN DOE REVOCABLE TRUST. If for any reason she is unable or unwilling to serve or to continue to serve, then the Settlor's two children, SARAH DOE of Fakeville, FL, and JULIUS DOE of Savannah, Georgia, shall serve as successor Co-Trustees. If for any reason either of the Settlor's children is unable or unwilling to serve or to continue to serve, then the other son shall serve as the sole successor Trustee.

Notwithstanding the above Trustee designation provisions, any payment or distribution that a son of the Settlor makes in his capacity as Trustee -- including any payment made to the Trustee himself -- shall require the prior authorization of the Settlor's other child, who will not benefit from such distribution. This requirement, however, shall not be necessary in connection with any payment of income or principal to or for the benefit of the Settlor's spouse that is made in accordance with the provisions of this Trust instrument.

ARTICLE IX

If, when any trust created by this instrument ends, any principal vests in absolute ownership in any minor beneficiary, the Trustee may, if the Trustee deems it appropriate to

do so, hold such interest in trust until the beneficiary attains the age of twenty-one (21) years, paying so much (including all or none) of the trust's net income and principal to the beneficiary as the Trustee deems appropriate for the beneficiary's health, education, support, and maintenance, adding to principal any undistributed income. The Trustee may make such payments to the beneficiary, or to his or her parent, guardian, or the person with whom the beneficiary resides, without having to look to the proper application of those payments. The Trustee may also make any payments to a custodian (who may be the Trustee) under any applicable Uniform Transfers (or Gifts) to Minors Act. When the beneficiary attains the age of twenty-one (21) years, the Trustee will pay him or her all of the remaining trust funds and this trust will end. If the beneficiary dies before attaining the age of twenty-one (21) years, the Trustee will pay all of such funds to whomever the beneficiary appoints in his or her last will or, if no appointment is made, to the beneficiary's estate. The authority conferred on the Trustee is a power only and will not operate to suspend absolute vesting of any property in such beneficiary.

ARTICLE X

To the greatest extent permitted by law, no interest of any beneficiary of any trust created under this instrument shall be subject to the beneficiary's liabilities or creditor claims or to assignment or anticipation.

ARTICLE XI

If, after the Settlor's death, any trust created under this instrument ever shall have a fair market value of twenty-five thousand dollars (\$25,000.00) or less, the Trustee may terminate such trust and distribute the trust funds to the persons to whom the Trustee then must or may pay the trust's income, in proportion to their interests in trust income or, if such interests are indefinite, equally to such beneficiaries without regard to their relationship to the Settlor. For purposes of this paragraph, any beneficiary entitled to receive support or maintenance is entitled to receive income.

ARTICLE XII

For convenience of administration or investment, the Trustee of any trusts created hereunder may:

(A) Invest the assets of multiple trusts in a single fund, assigning them undivided interests in such common fund, dividing the income proportionately and accounting for them

separately;

(B) Merge or consolidate any trust created hereunder together with any other trusts having the same Trustee and substantially the same dispositive provisions; and

(C) Divide any trust created hereunder into two (2) or more separate trusts, each such trust to contain a fractional share of the assets of the trust before such division.

ARTICLE XIII

In addition to any powers conferred by law, the Trustee is empowered, solely in the Trustee's fiduciary capacity:

A. To hold and retain all or any property received from any source, without regard to diversification, risk, or the Trustee's personal interest in such property in any other capacity, and to keep all or part of the trust property at any place within the United States or abroad.

B. To invest and reinvest the trust funds (or leave them temporarily uninvested), in any type of property and every kind of investment, including (but not limited to) corporate obligations of every kind, preferred or common stocks (including those in any corporate Trustee), securities of any regulated investment trust, common trust funds (including those maintained by any corporate Trustee), partnership interests, and United States bonds redeemable at par in payment of federal estate tax liabilities (for which the Trustee shall not be liable to anyone for losses resulting from the good faith purchase of these bonds).

C. To participate in the operation of any business or other enterprise, and to incorporate, dissolve, or otherwise change the form of such business.

D. To deposit trust funds in any commercial savings or savings and loan accounts.

E. To borrow money for any reasonable trust purpose and upon such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable.

F. To lend trust funds to such persons and on such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustee deems advisable.

G. To sell or otherwise dispose of trust assets, including (but not limited to) trust real property, for cash or credit, at public or private sale, and with such warranties or

indemnifications as the Trustee deems advisable.

H. To improve, develop, manage, lease, or abandon any trust assets, as the Trustee deems advisable.

I. To hold property in the name of any Trustee or any custodian or nominee, without disclosing this trust, but the Trustee is responsible for the acts of any custodian or nominee so used.

J. To pay and advance money for the trust's protection and for all expenses, losses, and liabilities sustained in its administration.

K. To prosecute or defend any action for the protection of the trust, the Trustee in the performance of the Trustee's duties, or both, and to pay, contest, or settle any claim by or against the trust or the Trustee in the performance of the Trustee's duties.

L. To employ persons, even if they are associated with the Trustee, to advise or assist the Trustee in the performance of the Trustee's duties.

M. To distribute trust assets in kind or in cash, without the consent of any beneficiary.

N. To execute and deliver any instruments necessary or useful in the exercise of any of these powers.

ARTICLE XIV

A. Any Trustee may, from time to time, appoint (as his/her agent) and delegate to any member of the Settlor's immediate family (including to the Settlor himself), by written instrument, any or all of the powers and duties of the Trustee (except those, if any, not exercisable by such family member). Such delegation may be temporary or permanent, and if temporary, may be for any duration of time or until any event specified by the delegating Trustee. Any person dealing in good faith with a family member who, in accordance with this provision, has been delegated by the Trustee as his/her agent, may rely without inquiry upon the Trustee's certificate with respect to any such delegation.

B. No Trustee shall be required to provide surety or other security on a bond.

C. No Trustee shall be required to obtain the order of any court to exercise any power

or discretion under this trust.

D. No Trustee shall be required to file any accounting with any public official.

E. The Trustee is authorized to employ and rely on advice given by investment counsel, to delegate discretionary authority to investment counsel and to pay investment counsel reasonable compensation for services rendered. The Trustee may, but need not, favor retention of assets originally owned by the Settlor. The Trustee shall also not be under any duty to diversify investments, regardless of any principle of law requiring diversification, and he may retain and acquire property that does not produce income, as well as investments that are risky or speculative, so long as prudent procedures are followed in selecting and retaining the investments and the investments constitute a prudent percentage of the trust or estate.

F. The Trustee may enter into transactions on behalf of the Settlor's estate or trust in which that fiduciary is personally interested, so long as the terms of such transaction are fair to the estate or trust. For example, a Trustee may purchase estate or trust property without court approval.

G. Any Trustee may resign at any time without court approval and whether or not a successor has been appointed. In the event that a successor Trustee has not been designated in this instrument, any Trustee shall have the right to appoint, by an instrument in writing, a successor Trustee, such appointment to take effect upon the death, resignation or incapacity of the appointing Trustee. If the office of trustee is vacant, and no successor takes over pursuant to any other provision of this instrument, a successor trustee may be appointed by a majority of the Settlor's adult descendants.

H. In the event of a dispute or disagreement pertaining to this Trust instrument or related matters, among any of the Settlor's family members, beneficiaries or any outside parties, the Settlor hereby authorizes and (to the greatest extent permitted by law) instructs the Trustee to submit such dispute or disagreement to arbitration by a Bais Din in accordance with Jewish Law as set forth in the Shulchan Oruch as interpreted by the Bais Din. The Trustee shall, in his sole and absolute discretion, determine which Bais Din the dispute should be submitted to; provided, however, that the Bais Din shall be a standing Bais Din (and not an ad-hoc Bais Din that was formed specifically to resolve this matter) which has been in existence for at least three years. The Trustee shall not be liable to anyone for any good-faith actions taken and/or payments made that are based on the Bais Din's instructions or decisions.

ARTICLE XV

Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than Twenty-one (21) years after the death of the last survivor of the Settlor's said wife and issue living on the date of the Settlor's death, when the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XVI

If any beneficiary and the Settlor should die under such circumstances as would render it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Settlor, provided, however, that if the Settlor's wife shall die with the Settlor as aforesaid, the Settlor's wife shall be conclusively presumed to have survived him.

IN WITNESS WHEREOF, the Settlor and the Trustee have executed this agreement at _____ on the day and year first above written.

Settlor

Trustee

Acknowledged to me on this ____ day of _____, 20__

Notary Public