

ZZZ
REVOCABLE TRUST AGREEMENT

I, **ZZZ**, of _____ County, Florida, as Settlor, have transferred to myself, as Trustee, this ____ day of _____, 20__, the property listed on the attached Schedule A to be held as part of the trust estate and the trust estate shall be administered as provided below.

ARTICLE I
FAMILY

I have no spouse as of the date hereof. **or The name of my domestic partner is: _____.** For the purposes of this instrument, the term "spouse" shall mean the above-named individual with whom I have entered into a legally recognized matrimonial or civil union in the jurisdictions that recognize the designation. In jurisdictions that do not recognize our matrimonial or civil union, the term "'domestic partner," as defined by local, state or federal law shall be substituted.

As of the date hereof, **I/we** have _____ children, each of whom is now living, namely: _____ . A more particular definition of domestic partner and my descendants is provided in the Definitions Article below.

ARTICLE II
NAME OF TRUST

This trust shall, for convenience, be known as the Zzz Revocable Trust, dated the ____ day of _____, 20__, and it shall be sufficient that it be referred to as such in any instrument of transfer, deed, assignment, insurance beneficiary designation, bequest or devise.

ARTICLE III
DISTRIBUTIONS DURING MY LIFETIME

During my lifetime, the Trustee shall administer the trust estate as follows:

1. **Income and Principal.** The Trustee shall pay the net income from the trust estate in convenient installments, at least annually, to me or for my benefit as I may from time to time
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direct in writing and shall also pay such sums from principal to me or for my benefit as I may direct at any time in writing.

2. Disability. If at any time or times I am under a legal disability or am unable to manage my affairs, the Trustee may use such sums from the income and principal of the trust estate as the Trustee deems necessary or advisable for my maintenance, health and reasonable comfort so that I may maintain a lifestyle comparable to that maintained by me prior to my disability, or for any other purpose the Trustee considers to be for my best interests, each year adding to principal any income not so used.

ARTICLE IV **DISTRIBUTIONS AT MY DEATH**

The Trustee, as of my death, and after first paying all expenses, debts, costs and death taxes (the "residuary trust estate") shall pay over and delivery the residue of my trust (the "distributable trust estate") in following amounts, assets or shares, as the case may be, outright per stirpes to my descendants who survive me, **or**

The Trustee, as of my death, and after first paying all expenses, debts, costs and death taxes (the "residuary trust estate") shall pay over and delivery the residue of my trust (the "distributable trust estate") in following amounts, assets or shares, as the case may be, to the following persons or entities:

ARTICLE V **SIMULTANEOUS DEATH**

If any person interested as a beneficiary under this instrument and I shall die under circumstances giving rise to any question as to which one of us died first, it shall be conclusively presumed that I survived such person and my estate shall be administered accordingly.

ARTICLE VI **TRUSTS FOR CHILDREN (or More Remote Descendants see #2 below)**

The Trustee shall administer assets to be held in trust for a child of mine who has not attained age thirty-five (35) as a separate trust for the benefit of the child, which trust shall be named for the child, as follows **OR**

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Should a child of mine predecease me or disclaim an interest hereunder resulting in a more remote descendant of mine becoming a beneficiary hereunder ("Beneficiary"), the shares held for the Beneficiary shall be held as a separate trust administered as follows:

1. Distribution of Income to the Beneficiary. The Trustee shall pay the net income to the Beneficiary in monthly or other installments not less often than annually as the Beneficiary and the Trustee shall determine to be convenient for the Beneficiary; except that while the Beneficiary is under the age of 21 years, the Trustee shall pay to or for the benefit of the Beneficiary any part or all of the income from the trust as the Trustee deems necessary or advisable for the Beneficiary's health, education, support or maintenance, and add to principal any income not so paid.

2. Distribution of Principal to the Beneficiary. The Trustee shall pay to or for the benefit of the Beneficiary such sums from principal as the Trustee deems necessary or advisable for the Beneficiary's health, education, support or maintenance.

3. Right to Withdraw. After the Beneficiary has reached the following ages, the Beneficiary may withdraw from the principal of his or her trust at any time or times not to exceed in the aggregate:

- a. Years of Age. One-third in value on or after reaching ____ years of age;
- b. Years of Age. One-half in value (after deducting any amount subject to withdrawal, but not actually withdrawn) on or after reaching ____ years of age; and
- c. Years of Age. The balance on or after reaching ____ years of age.

The value of the trust principal shall be determined as of the Beneficiary's first exercise of each such withdrawal right. The value of property distributed in kind shall be determined as of the date or dates of distribution. Payments shall be made without question upon the Beneficiary's written request upon or after the attainment of a specific landmark. The right of

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withdrawal shall be a privilege that may be exercised only voluntarily and shall not include an involuntary exercise.

4. Powers of Appointment. If the Beneficiary dies before receiving the Beneficiary's trust in full, then upon the death of the Beneficiary, the Beneficiary may appoint the Beneficiary's trust as follows:

a. Property Subject to Withdrawal. The Beneficiary may appoint any part of the Beneficiary's trust subject to withdrawal prior to the death of the Beneficiary to or for the benefit of such appointee or appointees (including, but not limited to, the estate of the Beneficiary) with such powers and in such manner and proportions as the Beneficiary directs by last will making specific reference to this general power of appointment.

b. Property Not Subject to Withdrawal. The Beneficiary may appoint any part of the Beneficiary's trust not subject to withdrawal prior to the death of the Beneficiary only to or for the benefit of any one or more of my descendants (other than the Beneficiary) and the spouses (including widows and widowers, whether or not remarried) of any descendants of mine with such powers and in such manner and proportions as the Beneficiary directs by last will making specific reference to this limited power of appointment.

c. Power to Appoint Property Otherwise Subject to GST Tax. Notwithstanding the foregoing, if any portion of the trust subject to the Beneficiary's power to appoint would otherwise be subject to any GST tax, then the Beneficiary may appoint the GST portion (as defined below) only to or for the benefit of any one or more of my descendants (other than the Beneficiary), the spouses (including widow and widowers, whether or not remarried) of any descendants of mine and the creditors of the Beneficiary's estate with such powers and in such manner and proportions as the Beneficiary directs by last will making specific reference to this general power of appointment. The "GST portion" shall be that portion of the amount subject to the foregoing limited power to appoint which, if added to the Beneficiary's gross estate for Federal estate tax purposes, would result in the least aggregate wealth transfer taxes

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(including but not limited to GST and estate taxes) on the amount distributable upon the death of the Beneficiary under this instrument.

5. Distribution in Default of the Beneficiary's Exercise of Powers of Appointment.

Upon the death of the Beneficiary, any part of the balance of the Beneficiary's trust not effectively appointed shall be distributed per stirpes to the Beneficiary's then living descendants, or if none, then per stirpes to the then living descendants of the Beneficiary's parent who is also a descendant of mine, or if none, then per stirpes to my then living descendants; except that any property otherwise distributable to a descendant of mine for whom a trust is then provided under this instrument shall be added to that trust and administered as a part thereof.

ARTICLE VII
CERTAIN DISTRIBUTIONS TO MINORS OR INCAPACITATED PERSONS

Any property of the trust estate that would otherwise be distributable to a beneficiary under the age of 21 years or to a beneficiary under legal disability or to a beneficiary not adjudicated incapacitated but who is unable to manage his or her affairs, then such amounts shall immediately vest in the beneficiary. The Trustee holding such property, however, shall (1) deliver such property to the beneficiary's guardian, or (2) retain possession of such property pursuant to a power in trust hereby conferred upon the Trustee.

ARTICLE VIII
PAYMENT OF TAXES, DEBTS AND EXPENSES

1. Payment of Expenses, Debts, Costs and Taxes Certified by Personal Representative. Upon my death, the Trustee shall pay from the principal of the residuary trust estate, without apportionment, to the extent that cash and readily marketable assets in my residuary probate estate shall be insufficient (as certified by the Personal Representative of my estate), my funeral expenses, claims allowable against my estate, costs of the administration of my estate, including ancillary, and all estate and inheritance taxes and GST taxes on direct skips, if any, assessed by reason of my death (including such taxes on assets passing outside of, as well as under, this instrument or my will); except that no assets which are otherwise exempt from creditors' claims shall be used to pay any claims allowable against my estate. This direction to my Trustee shall not accelerate any obligation that I may have at the time of my death or cause

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the payment for any obligation outstanding for which I have pledged security or for which I am a guarantor.

2. Certain Taxes Borne by Persons Holding or Receiving Property. Notwithstanding the foregoing, those amounts, if any, (a) by which such estate and inheritance taxes shall be increased as a result of the inclusion of property in which I have a qualifying income interest for life or over which I have a power of appointment and (b) of GST taxes caused by a disclaimer, shall be paid by the persons holding or receiving that property.

3. Interest and Penalties. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax.

4. Payment Made Directly or to Personal Representative. The Trustee may make payment directly or to the Personal Representative of my estate, as the Trustee deems advisable.

5. Waiver of Rights of Reimbursement. I waive all rights of reimbursement for any payments made pursuant to this Article, including any right of reimbursement pursuant to Code Section 2207B.

6. Trustee's Right to Select Assets and Make Tax Elections. Assets or funds otherwise excludable in computing Federal estate taxes shall not be used to make the foregoing payments. The Trustee's selection of assets to be sold for that purpose or to satisfy any pecuniary gifts, and the tax effects thereof, shall not be subject to question by any beneficiary. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by my Personal Representative or by the Trustee.

ARTICLE IX **SUCCESSOR TRUSTEES**

The following provisions shall apply to the trust estate and to each trust under this instrument:

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1. Successor Trustee. Upon my death or resignation, or upon a determination that I am unable to manage my affairs, or if I should cease to act as Trustee for any reason, my _____, **XXX**, is appointed as my successor as Trustee, to serve with any other then acting Trustee. If at any time a Trustee is not effectively provided for with respect to a particular trust, then Xxx is appointed as Trustee of such trust. In the event Xxx is unable or unwilling to serve, I appoint my _____, YYY to serve as successor trustee of such trust. If Xxx and Yyy are also not living or are unable to manage their affairs, then a majority of the beneficiaries with a present interest hereunder may appoint a successor Trustees of any trust under this instrument.

2. Resignation and Removal.

a. Resignation. Any Trustee may resign at any time by written notice to any other Trustee and to me if living, otherwise to each beneficiary then entitled to receive or have the benefit of the income from the trust.

b. Removal. I may remove any Trustee under this instrument. If I am not living or am unable to manage my affairs, XXX may remove any Trustee under this instrument. If Xxx is also not living or is unable to manage his/her affairs, then YYY may remove any Trustee under this instrument. If Yyy is also not living or is unable to manage his/her affairs, then the majority of the beneficiaries of any trust created hereunder may remove any Trustee under this instrument.

c. Removal By Written Instrument. Any removal of a Trustee pursuant to this clause may be made, with or without cause, by an instrument in writing delivered to the Trustee so removed.

d. Effective Date of Removal. Any such removal shall be effective on the date specified in such instrument.

3. Appointment of Additional and/or Successor Trustees.

a. Power to Appoint Trustees. I may appoint additional and/or successor Trustees of any trust under this instrument. If I am not living or am unable to manage my

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affairs XXX may appoint additional and/or successor Trustees under this instrument if the named successor is unable to serve. If Xxx is also not living or is unable to manage **his/her** affairs, YYY, may appoint additional and/or successor Trustees under this instrument if necessary. If Xxx and Yyy are also not living or are unable to manage their affairs, then a majority of the beneficiaries with a present interest hereunder may appoint a successor Trustees of any trust under this instrument.

b. Permissible Trustees. I may appoint any one or more individuals, banks or trust companies, as additional and/or successor Trustees. Any Trustee appointment other than by me shall be limited to appointing a corporate fiduciary which is then managing at least \$500,000,000 then current market value in assets in a fiduciary capacity as Trustee and/or Personal Representative.

c. Appointment by Written Instrument. The appointment of an additional or successor Trustee shall be by an instrument in writing delivered to the Trustee so appointed and also to any acting Trustee, such appointment to become effective on the date specified in such instrument.

d. Powers of Successor Trustees. Every successor Trustee shall have all the powers given the originally-named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor. With my approval if living, otherwise with the approval of a majority in interest of the beneficiaries entitled to receive or have the benefit of the income from the trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to a predecessor Trustee without incurring any liability for so doing.

4. Notice to Guardians. The parent, guardian or conservator of a beneficiary under disability shall receive notice and have authority to act for such beneficiary under this section.

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

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ARTICLE X
ADMINISTRATIVE PROVISIONS

The following provisions shall apply to the trust estate and to each trust under this instrument:

1. **Preparation of Account by Corporate Trustee.** If there should be a Corporate Trustee serving under this instrument, it shall have custody of the trust property, keep the records of the trust and prepare the accounts. Each individual Trustee may at any time or times by a writing delivered to such Corporate Trustee delegate to it any or all of his or her powers. The statement of any Corporate Trustee of a trust under this instrument as to whether the individual Trustee is acting or has delegated to it any or all of his or her powers shall fully protect all persons dealing with such trust under this instrument.

2. **Preparation of Accounting by Successor Trustee.** Notwithstanding anything to the contrary, at any time other than when the Settlor is serving as Trustee of any Trust hereunder, the Trustee shall be required to provide an accounting to the beneficiaries in accordance with the terms of Florida Statutes §736.08135, as the same may be amended from time to time.

3. **Distributions to Minors and Incapacitated Persons.** If any amounts distributable under this instrument (other than mandatory distributions to beneficiaries which are governed by other provisions of this instrument) become payable to a minor beneficiary or to a beneficiary under legal disability or to a beneficiary not adjudicated incapacitated but who is unable to manage his or her affairs, then such amounts shall be paid in such of the following ways as the Trustee deems best: (1) deliver such property to the beneficiary's guardian, or (2) retain possession of such property pursuant to a power in trust hereby conferred upon the Trustee.

4. **Amounts Retained Pursuant to a Power in Trust.** With respect to amounts retained pursuant to a power in trust, the Trustee shall pay to or for the benefit of the beneficiary so much or all of the income and principal of the property as the Trustee deems necessary or advisable for the beneficiary's health, education, support or maintenance, and add to principal any income not so paid. If the beneficiary dies before receiving the

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property in full, then the remaining property shall be distributed to the estate of the beneficiary upon the beneficiary's death.

5. Discretionary Distributions. In the exercise of discretion with respect to any distributions of income and principal to any beneficiary under this instrument, the Trustee shall consider all income and resources available to such beneficiary from all sources known to the Trustee.

6. Spendthrift Provisions. The interest of a beneficiary in principal or income shall not be subject to legal process or to the claims of any creditor, any spouse for alimony or support, or others, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment.

7. Substance Abuse and Lifestyle Provisions. The Trustee is authorized to withhold distributions of income and/or principal during any period of time that the Trustee, in the Trustee's sole and absolute discretion, determines that a beneficiary is experiencing marital issues, issues involving potential creditors, substance abuse, or any other 'lifestyle' issues which might dissipate the financial resources of the beneficiary, warranting a withholding of distributions in the opinion of the Trustee. In this regard, the Trustee is authorized to require the beneficiary to undergo testing for substance or alcohol abuse as a condition to making distributions. The decision of the Trustee with regard to the withholding of distributions, or the requiring of testing for substance or alcohol abuse, shall not be subject to question.

8. Accrued and/or Undistributed Income. Income received after the last income payment date and undistributed at the termination of any estate or interest, together with any accrued income, shall be paid by the Trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, subject, however, to any power of appointment granted in this instrument.

9. Common Fund. For convenience of administration or investment, the Trustee may hold two or more of the several trusts under this instrument as a common fund, dividing the income proportionately among them, assign undivided interests to the several trusts and make joint investments of the funds belonging to them.

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10. Reimbursement and Compensation of Trustee. The Trustee (other than myself) shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust. Any Corporate Trustee shall receive reasonable compensation for its services in accordance with its schedule of fees in effect from time to time. Any individual Trustee may receive reasonable compensation for his or her services.

11. Small Trust Termination. Notwithstanding anything to the contrary contained in this instrument, if at any time the market value of the assets of any trust under this instrument is less than \$100,000 and the Trustee determines that it is inadvisable or uneconomical to administer such trust, then the Trustee may distribute the principal and any accrued and undistributed income to the income beneficiaries of such trust, in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

12. Perpetuities Savings Clause. No trust created under this instrument, or by exercise of a power of appointment under this instrument, shall continue for more than the limiting period permitted by the applicable rule against perpetuities. Any property still held in trust at the expiration of that period shall immediately be distributed to the income beneficiaries in the proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

13. Reliance on Will of Donee Admitted to Probate. In disposing of any trust property subject to a power to appoint by will, the Trustee may rely upon an instrument admitted to probate in any jurisdiction as the will of the donee of such power of appointment or may assume that he or she died intestate if the Trustee has no notice of a will within three months after his or her death. This paragraph shall not affect any right that an appointee or beneficiary in default of appointment may have against any distributee.

14. Prohibited Acts. Notwithstanding anything contained in this instrument to the contrary, (a) no individual Trustee (other than myself) shall participate in the exercise of any discretion to determine the propriety or amount of payments of income or principal to himself, herself or to any person to whom he or she is legally obligated and (b) under no circumstances shall any person who is the insured under any policy of insurance owned by any trust created

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under this instrument, who may also be acting as a Trustee, possess any of the incidents of ownership or participate in any determination whatsoever with respect to any such policy or the proceeds thereof.

15. Governing Law. The law of Florida shall govern the validity and interpretation of the provisions of this instrument.

16. Additions. I or any other person may transfer or devise additional property to the Trustee to be held under this instrument and may designate the trust to which the addition shall be made. If the addition is made by will, the Trustee may accept the statement of the legal representative that the assets delivered to the Trustee constitute all of the property to which the Trustee is entitled, without any duty to inquire into the representative's administration or accounting.

17. Captions for Convenient Reference Only. Captions provided in this instrument are intended for convenience only and shall not be construed as interpretations of text.

ARTICLE XI INSURANCE

The provisions of this Article shall apply with respect to any policy of insurance upon my life under which the death benefits are made payable to the Trustee:

1. Trustee not Responsible for Premiums. The Trustee need not pay or see to the payment of premiums or assessments on the policy.

2. Collection of Proceeds. Upon my death, the Trustee shall take such action as the Trustee deems best to collect the policy proceeds, paying the expense thereof from the trust estate, but the Trustee need not enter into or maintain any litigation to enforce payment on the policy until indemnified to the Trustee's satisfaction against all expenses and liabilities to which the Trustee might thereby be subjected. The Trustee may release the insurance company from its liability under the policy and make any compromise which the Trustee deems proper.

3. Release of Insurer. The insurance company need not take notice of the provisions of this instrument or see to the application of the policy proceeds, and the Trustee's receipt to the

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insurance company shall be a complete release for any payment made and shall bind every beneficiary under this instrument.

4. Deduction of Charges. The trust shall be operative with respect to the proceeds of the policy at my death, after deducting all charges by way of advances, loans or otherwise in favor of me or any other person.

ARTICLE XII 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 trust shares on the terms 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 Trust Agreement.

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

a. Each trust held under this section 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 section to a beneficiary's separate trust shall refer equally to any substantially separate and independent trust share.

b. 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 section, 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.

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c. 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.

d. The Trustee shall notify the sole beneficiary of each trust held under this section 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."

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

f. In the event there is more than one income beneficiary of an Ineligible Trust, the Trustee shall divide the S Corporation Shares that will be held under this section 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.

2. **Electing Small Business Trusts.** Any S Corporation Shares held under this section shall be held on the following terms:

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

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

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

3. **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.

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

a. "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.

b. "Net Income" means income, as defined in Code Sec. 643(b).

c. "S Corporation Shares" means shares of any stock of 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.

d. 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.

5. **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 XIII **THE CLOSELY-HELD BUSINESS**

1. **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 the Settlor could have done if living, in a fiduciary capacity:

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

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

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

d. 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.

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

f. 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.

g. 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.

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

i. 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.

j. 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.

2. **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.

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3. **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.

4. **The "Business" Defined.** The "Business" means any interest the Settlor, the Trust, or both, shall own at the Settlor's death, representing, in the aggregate, at least five percent (5%) of the total equity interests in any actively-conducted trade or business, whether incorporated or unincorporated. The "Business" shall also include, but not be limited to, any five percent (5%) or greater equity interests in any corporations, general and/or limited partnerships as well as membership interests in any limited liability company or other business enterprise formed, operated or beneficially owned by the Settlor prior to the Settlor's death or participated in (to the extent of five percent (5%) or more) by the Settlor prior to the Settlor's death. The "Business" does not include any interests that are regularly traded on an established exchange or over-the-counter.

ARTICLE XIV
GENERATION-SKIPPING TRANSFER TAX PROVISIONS

1. Division of Trusts. If a trust under this instrument would be partially exempt from GST tax by reason of an allocation of GST tax exemption to it, before the allocation, the Trustee, in the exercise of discretion, may divide the trust into two separate trusts of equal or unequal value to permit allocation of the exemption solely to one trust which will be entirely exempt from GST tax. In addition, if a trust under this instrument is entirely exempt or nonexempt from GST tax and adding property to the trust would partially subject it to GST tax, the Trustee, in the exercise of discretion, may hold that property as a separate trust in lieu of making the addition. Except as otherwise provided herein, the two trusts shall have the same terms and conditions, but the Trustee shall not make discretionary distributions from the income or principal of the exempt trust to beneficiaries who are non-skip persons so long as any readily marketable assets remain in the nonexempt trust.

2. Allocation of Exemption. Upon division or distribution of an exempt trust and a nonexempt trust held under this instrument, the Trustee, in the exercise of discretion, may

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allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

3. Augmentation of Taxable Distributions. If the Trustee considers that any distribution from a trust under this instrument other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a GST tax payable by the distributee, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

4. Payment of Taxes for Taxable Terminations. If the Trustee considers that any termination of an interest in or power over trust property under this instrument is a taxable termination subject to a GST tax, the Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

5. Proportional Payment. If the tax is imposed in part by reason of trust property under this instrument and in part by reason of other property, the Trustee shall pay that portion which the value of the trust property bears to the total property taxed, taking into consideration deductions, exemptions and other factors which the Trustee deems pertinent.

ARTICLE XV **TRUSTEE POWERS**

The Trustee of any trust under this instrument shall hold, manage, care for and protect the trust estate of such trust and shall have all powers granted to trustees under the laws of the State of Florida as well as the following powers:

1. To Deal with Trust Property. To sell at public or private sale, contract to sell, convey, exchange, lease, transfer and otherwise deal with the trust estate from time to time for such price and upon such terms as the Trustee sees fit.

2. To Distribute in Cash or Kind. To distribute income and principal in cash or in kind or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes; to value the trust

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property and to sell any part or all thereof in order to make allocation or distribution; no action taken by the Trustee pursuant to this paragraph shall be subject to question by any beneficiary.

3. To Select and Allocate Assets. To select and allocate the cash, securities and/or other property, which may include real estate and interests therein, that shall constitute any trust or distribution under this instrument, employing for this purpose values current at the time or times of allocation or distribution; the selection shall not be subject to question by any beneficiary and no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for Federal income tax purposes.

4. To Deal with Other Fiduciaries. To deal with or purchase assets from the fiduciary of any trust made by me or any member of my family or a trust or estate in which any beneficiary under this instrument has an interest, though a Trustee under this instrument is such fiduciary, and to retain any property so purchased.

5. Internet and Social Media. To access, take control of, conduct, continue, or terminate my accounts on any website or online account, including without limitation, any online financial account, any social networking site, photo sharing site, micro blogging or short message service website or any email service website and all such websites may release my log-on credentials, including username and password, to my Trustees, and the website shall be indemnified and held harmless for any damages, causes of action or claims that may result from this disclosure.

6. Borrow and Pledge. To borrow money and pledge or mortgage or otherwise encumber trust property as security therefore.

7. Investment Advisers. The Trustees may employ a professional investment adviser in managing the investments of the trust (including any investment in mutual funds, investment trusts, or managed accounts), delegate to this adviser any discretionary investment authorities, and rely on the adviser's investment recommendations without liability to any beneficiary.

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8. To Perform Necessary or Appropriate Acts. To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

ARTICLE XVI **DEFINITIONS**

1. Child or Descendant. In determining whether any person is a child or descendant for purposes of this instrument, legal adoption, single or successive, shall be the equivalent of blood relationship.

2. Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

3. **Domestic Partner. A relationship as defined by local, state or federal law, or by my employer or as applied by a corporate entity to which I have registered.**

4. Education. The term "education" shall include, but not be limited to, secondary, vocational, college and postgraduate education.

5. GST. The term "GST" shall refer to a "generation-skipping transfer" as defined in Code Section 2611.

6. Inability to Manage One's Affairs. Any person shall be deemed "unable to manage [his or her] affairs" under this instrument if (1) a physician licensed to practice medicine in the jurisdiction in which the person resides signs a statement to that effect and such person's spouse, if any and if sui juris, also signs such statement, or (2) such person has been adjudicated incapacitated.

7. Lifestyle. The term lifestyle when used herein in conjunction with distributions shall refer to an ascertainable standard as accepted by the Internal Revenue Service and shall not create a General Power of Appointment in the powerholder. No distribution shall be made for other than the beneficiary's 1) support; (2) support in reasonable comfort; (3) maintenance in health and reasonable comfort; (4) support in the beneficiary's accustomed manner of living; (5)

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education, including vocational, college, and professional education; (6) health; (7) medical, dental, hospital and nursing expenses, and expenses of invalidism.

8. Trust Estate. The term "trust estate" shall refer to the property listed on the attached Schedule A, and all investment and reinvestments thereof and additions thereto, including any additions by will or otherwise.

9. Trustee. The term "Trustee" and the pronouns therefor shall mean the Trustee or Trustees from time to time qualified and acting and shall be construed as masculine, feminine or neuter, and in the singular or plural, as the sense requires. The term "Corporate Trustee" shall mean any corporate fiduciary serving as Trustee under this instrument and any successor to such corporate fiduciary from time to time qualified and acting.

ARTICLE XVII
RIGHT TO OCCUPY HOMESTEAD PROPERTY

Notwithstanding any other provision of this instrument, I shall have the right to occupy, as my principal residence and as homestead property, any residential real property comprising an asset of this trust. The right to occupy homestead property reserved by me is intended to constitute a beneficial interest for life which will constitute an "equitable title to real estate," as that term is employed in Section 6, Article VII, of the Florida Constitution; and to assure that I shall be entitled to the homestead tax exemption pursuant to Section 196.041(2), Florida Statutes

ARTICLE XVIII
RETAINED RIGHT TO AMEND OR REVOKE

I may amend or revoke this instrument in whole or in part at any time or times by instrument in writing delivered to the Trustee. The trust property to which any revocation relates shall be distributed and conveyed to me as I direct. This power and all other powers reserved to me (including, but not limited to, the power to direct distributions of income and principal) are personal to me and may not be exercised by my legal representative or others.

IN WITNESS WHEREOF, the Settlor and Trustees hereto have set their hand and seal to this instrument on the _____ day of _____, 20__.

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ZZZ
Settlor

WITNESSES:

Print name: _____

Residing At: _____

Print name: _____

Residing At: _____

XXX
Trustee

WITNESSES:

Print name: _____

Residing At: _____

Print name: _____

Residing At: _____

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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, **ZZZ**, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as the **ZZZ REVOCABLE TRUST AGREEMENT**.

ZZZ, Settlor

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

Witness

Witness

Acknowledged and subscribed before me by the Settlor, **ZZZ**, who is personally known to me or who has produced identification, and sworn to and subscribed before me by witnesses, _____ who is personally known to me or who has produced _____ identification and _____ who is personally known to me or who has produced _____ identification, and subscribed by me in the presence of the Settlor and the subscribing witnesses, all on _____, 20__.

Notary Public, State of Florida

Typed, printed or stamped name of Notary Public

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RECEIPT AND CONSENT

_____, the trustees now in office under the
aforementioned agreement dated _____, as amended, hereby acknowledge that
they have received a copy of the foregoing amendment and restatement and consent to the
provisions of the agreement as amended.

Dated: _____, 20__.

FOR AMENDMENTS ONLY

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ZZZ
REVOCABLE TRUST AGREEMENT

SCHEDULE A

Received from ***ZZZ*** the following assets for deposit to the above- captioned trust:

Twenty Dollars (\$20.00)

DATED: _____, 20____.

_____, Trustee

DRAFT