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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2006 MAR 30 PM 1:56

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WAL-3064

T. Hampton MAR 30 2006

MONTGOMERY, McCracken, Walker & Rhoads, LLP
ATTORNEYS AT LAW

GARY M. EDELSON
ADMITTED IN PENNSYLVANIA

DIRECT DIAL
215-772-7264

gedelson@mmwr.com

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610-889-2210
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March 27, 2006

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
ATTN: Tammy Hampton, Document Specialist/ New Filing Section

Re: The Sally H. Edelson Revocable Trust
Ref. Number: W060000013064
Photocopy of Trust

Dear Ms. Hampton:

Enclosed please find the following items:

- (1) Your letter to me dated March 17, 2006; and
- (2) A copy of the Sally H. Edelson Revocable Trust.

Sincerely,



Gary M. Edelson

GME:sld
Enclosures

2061189v1



FLORIDA DEPARTMENT OF STATE
Division of Corporations

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March 17, 2006

GARY M EDELSON, ESQ
MONTGOMERY, MCCrackEN, WALKER & RHOADS, L
123 S BROAD ST
PHILADELPHIA, PA 19109

SUBJECT: THE SALLY H. EDELSON REVOCABLE TRUST
Ref. Number: W06000013064

We have received your document for THE SALLY H. EDELSON REVOCABLE TRUST and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must include a copy of the declaration of trust paperwork along with the affidavit to file the Trust.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6855.

Tammy Hampton
Document Specialist
New Filing Section

Letter Number: 106A00018387

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

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

The Sally H. Edelson Revocable Trust

A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of The Sally H. Edelson Revocable Trust, a
(Name of Trust)

Florida Trust hereby affirms in order to file or qualify
(State)

The Sally H. Edelson Revocable Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 8647 Via Reale #1, Boca Raton, FL 33496

3. The registered agent and street address in the State of Florida is:
Albert Edelson, 8547 Via Reale #1, Boca Raton, FL 33496

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

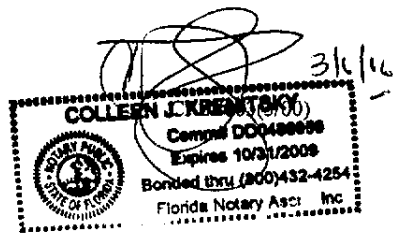
x *Albert Edelson*
(Signature of Registered Agent) Albert Edelson

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

Albert Edelson
Name: Albert Edelson
Chairman of the Board of Trustees

NOTARY

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)



REVOCABLE TRUST AGREEMENT

OF

SALLY H. EDELSON

TRUST AGREEMENT made this 13th day of October, 1995, between SALLY H. EDELSON (hereinafter called the "Settlor"), and SALLY H. EDELSON (hereinafter called the "Trustee").

ARTICLE I - NAME OF TRUST

This trust shall, for convenience, be known as the SALLY H. EDELSON REVOCABLE TRUST, dated the 13th day of OCTOBER, 1995, and it shall be sufficient that it be referred to as such in any instrument of transfer, deed, assignment, bequest or devise.

ARTICLE II - TRUST PROPERTY

The Settlor hereby transfers and delivers to the Trustee the property listed in Schedule "A" annexed hereto, to have and to hold the same and any cash, securities, or other real and personal property which the Trustee may pursuant to any of the provisions hereof at any time hereafter hold or acquire, all of such property being hereinafter referred to as the "Trust Estate," for the uses and purposes and upon the terms and conditions herein set forth.

ARTICLE III - ADDITIONAL PROPERTY

As long as this Trust Agreement remains unrevoked, either the Settlor or any other person, with the consent of the Trustee, may add other property to any trust hereby created, by transferring such property to the Trustee hereunder by deed, assignment or other instruments of transfer, or bequest or devise, and if so added, such property shall be covered by the provisions hereof, the same as if originally included hereunder.

ARTICLE IV - RIGHTS AND POWERS RESERVED BY SETTLOR

The Settlor shall have and possess, and hereby reserves the following rights and powers, to be exercised at any time and from time to time in writing and effective when delivered to the Trustee hereunder:

A. To revoke this Trust Agreement and any trust established hereunder in whole or in part, whereupon the Trust Estate or the part thereof affected thereby shall be distributed as the Settlor shall direct in writing;

B. To change the identity or number, or both, of the Trustee hereunder;

C. To alter or amend this Trust Agreement in any and every particular;

D. To withdraw any or all trust property from the operation of this Trust Agreement; and

E. To reside upon any real property placed in this Trust as her permanent residence during her life, it being the intent of this provision to grant to Settlor the requisite beneficial interest and possessory right in and to such real property to comply with Section 196.041 of the Florida Statutes, such that said beneficial interest and possessory right constitute 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; and notwithstanding anything contained in this Trust Agreement to the contrary, the interest of Settlor in any real property upon which Settlor resides pursuant to the provisions of this Trust Agreement shall be deemed to be an interest in real property, and not personalty.

**ARTICLE V - INCOME AND PRINCIPAL
DURING LIFETIME OF SETTLOR**

During the lifetime of the Settlor, the Trustee shall pay over to or apply for the benefit of the Settlor, such amounts of income and principal of this Trust as the Settlor shall demand in writing, or, in the absence of a demand, as the Trustee, in the Trustee's absolute discretion, deems necessary or desirable to provide for the welfare and happiness of the Settlor and those dependent upon the Settlor for support.

**ARTICLE VI - PAYMENT OF DEBTS, TAXES
AND COSTS OF ADMINISTRATION**

A. After Settlor's death, the Trustee may, in the Trustee's sole discretion, pay all or such portion of the following items as the Personal Representative of Settlor's estate may from time to time request:

1. Debts which Settlor is legally obligated to pay at the time of Settlor's death;

2. Settlor's last illness and funeral expenses;

3. Miscellaneous taxes and costs of administration of Settlor's estate; and

4. Any estate, inheritance, succession and other death taxes of any nature, together with any interest and penalties thereon, which may be levied or assessed by reason of Settlor's death by the laws of any State or of the United States with respect to property passing under Settlor's Last Will and Testament, property held by the Trustee under this Trust Agreement, or any other property; provided, however, that any estate tax that is attributable to the inclusion in Settlor's estate of any qualified terminable interest property ("QTIP") trust created for Settlor's benefit shall be paid by and charged to said QTIP trust in accordance with Section 2207A of the Code.

B. Said debts, expenses, costs and taxes may be paid out of either the principal or income of the Trust Estate;

provided, however, that in no event shall any portion of such taxes be apportioned or allocated to the property comprising the Marital Trust under Article VII hereof or to any other property passing to Settlor's spouse under this Trust Agreement or otherwise which qualifies for, and is included in, computing the Settlor's marital deduction for federal estate tax purposes.

C. The foregoing directions need not postpone the distribution of the Trust Estate remaining at Settlor's death as provided herein; however, the Trustee shall have the right to withhold and postpone distribution of any amount which may be necessary to pay in full said debts, expenses, costs and taxes. If the amount so withheld is less than what is required to pay said obligations in full, the additional amount required may be paid by the persons or trusts to whom the remaining Trust Estate was distributed at Settlor's death; if the amount so withheld exceeds what is required to pay said obligations in full, the excess shall be distributed to said persons or trusts. The additional amount to be paid by, or the excess to be distributed to, each of said persons or trusts, whichever the case may be, shall be in proportion to the total amount to which each is respectively entitled under the provisions of this Trust Agreement. Notwithstanding the above, no additional amounts shall be paid by, or charged to, any properties exempt from

apportionment and allocation under Paragraph B of this Article VI.

ARTICLE VII - MARITAL TRUST

A. Upon the death of Settlor, if Settlor's spouse shall survive Settlor, the Trustee shall set apart from the total Trust Estate as a separate trust to be designated the "Marital Trust" a pecuniary amount of the total Trust Estate, including any additions thereto by gift under Settlor's Last Will and Testament or otherwise, which shall be equal to the amount by which the value of the property disposed of under this Trust Agreement exceeds the "Nonmarital Amount." The "Nonmarital Amount" shall be equal to the sum of:

(1) The total amount of Settlor's debts, death taxes, expenses of administration and other charges referred to in Article VI hereof;

(2) The value of property disposed of by other provisions of this Trust Agreement (excluding the provisions of this Article and Article VIII below); and

(3) The largest amount (after taking into consideration Settlor's "adjusted taxable gifts" as defined under Section 2001 of the Code and without regard to the increase in estate tax due to any "excess retirement accumulation" under Section 4980A(d) of the Code), if any,

which can pass free of federal estate taxes under this Trust Agreement due solely to the unified credit and the state death tax credit (but only to the extent that the use of the state death tax credit does not increase the death taxes payable to any state) allowed to Settlor's estate, reduced by (i) the amount described in (1) above to the extent such amount is not allowed as a deduction in computing Settlor's federal estate tax, and (ii) the value described in (2) above together with value of property passing or which may have passed outside of this Trust Agreement (but only to the extent included in Settlor's gross estate) which does not qualify for either the marital or charitable deduction.

For purposes of this Article VII, any reference to an "amount", or "value of property" shall be deemed to refer to an amount of cash, property or interests in property as finally determined for federal estate tax purposes.

Notwithstanding the foregoing provisions of this Article VII, if Settlor's spouse survives Settlor but dies before the expiration of six months after Settlor's death, then the amount of the Trust Estate which shall pass under this Article shall be equal to the amount which shall, when taken together with the total value of all property passing or which has passed outside this Trust Agreement or the Settlor's Last Will and Testament which qualifies for the marital deduction, obtain for

Settlor's estate a marital distribution which would result in the lowest aggregate federal and state death tax payable with respect to Settlor's estate and Settlor's spouse's estate, on the assumption that Settlor's spouse died after Settlor but on the day of Settlor's death and that Settlor's spouse's estate was valued and determined as of the date on (and in the manner in) which Settlor's estate is valued and determined for federal estate tax purposes. The purpose of this paragraph is to equalize, insofar as possible, Settlor's estate and Settlor's spouse's estate for federal and state estate and death tax purposes based upon the foregoing assumptions. Any amounts that would otherwise have been included in the Marital Trust under this Article VII but for the two preceding sentences shall be added instead to the principal of the Residuary Trust created under Article VIII below to be held, managed and distributed upon the terms and conditions of the Residuary Trust.

In the event Settlor's spouse or the Personal Representative of Settlor's spouse's estate shall disclaim or renounce any portion or all of Settlor's spouse's interest under this Article and such disclaimer is effective to disclaim such interest, then such portion or amounts so disclaimed shall be added to the principal of the Residuary Trust to be held, managed and distributed upon the terms and conditions of such Residuary Trust; provided, however, that if the Residuary Trust shall not

be in existence at such time, then such portion or amounts so disclaimed shall be distributed to the Trustee to be held in further trust, and managed and distributed upon the terms and conditions of Article VIII below.

The Trustee, in the Trustee's sole discretion, shall select the assets, either cash or property in kind, or both, to be distributed to the Marital Trust, but no assets or proceeds of any assets that do not qualify for the marital deduction shall be distributed; nor shall any insurance on the life of Settlor's spouse, or property which constitutes the right to income in respect of a decedent under Section 691 of the Code, or the proceeds thereof, be used to fund the Marital Trust except to the extent that other available assets are insufficient.

To the extent the Trustee distributes property in kind in satisfaction of the Marital Trust, the property so distributed must be valued as of the date or dates of distribution.

The exercise of the foregoing power and discretion by the Trustee shall not be subject to objection by or on behalf of any beneficiary hereunder, regardless of its effect upon the interest of such beneficiary.

B. The Trustee shall administer the Marital Trust in accordance with the following terms and conditions:

1. Distribution of Income. The Trustee shall not less frequently than quarter-annually, distribute all of

net income of the Marital Trust to Settlor's spouse or apply the same directly for the benefit of Settlor's spouse so long as Settlor's spouse shall live.

2. Invasion of Principal. In addition, the Trustee, at any time and from time to time, shall distribute to or apply directly for the benefit of Settlor's spouse such portion or all or none of the principal of the Marital Trust as the Trustee shall deem necessary or desirable to provide for the proper health, education, maintenance and support of Settlor's spouse.

3. Payment of Debts, Taxes and Expenses of Spouse's Estate. After the death of Settlor's spouse, the Trustee may pay out of the remaining principal of the Marital Trust, such portion of the expenses of the administration of Settlor's spouse's estate and Settlor's spouse's last illness, funeral and burial expenses as the Trustee, in the Trustee's sole discretion, shall deem necessary or desirable; and the Trustee shall pay such portion of all estate, inheritance, succession and other death taxes of any nature, including any interest and penalties thereon, payable by reason of Settlor's spouse's death, as shall be attributable to the inclusion in Settlor's spouse's estate of the principal of the Marital Trust for such death tax purposes in accordance with Section 2207A of the Code. This direction shall not postpone the disposition of the remaining

principal of the Marital Trust as herein provided, but the Trustee shall have the right to withhold such an amount as the Trustee may deem necessary for the purposes herein described.

4. Election to Qualify Marital Trust for Marital Deduction. It is Settlor's desire that the Marital Trust qualify for the marital deduction and that the Personal Representative of Settlor's estate (hereinafter referred to in this Paragraph 4 as the "Personal Representative") and the Trustee take all steps necessary to qualify the Marital Trust or any portion thereof for the marital deduction; provided, however, that the ultimate decision regarding the election of all or a part of the Marital Trust for the marital deduction shall be made by the Personal Representative after taking into consideration the overall tax liability of Settlor's estate and the estate of Settlor's spouse, and the Personal Representative shall not be bound by this expression of Settlor's desire and intent if the Personal Representative should determine that the prudent decision is to make no such election with regard to the Marital Trust. In the event the Personal Representative does not elect to have the entire Marital Trust qualify for the marital deduction, any tax resulting from the Personal Representative's decision not to elect to treat all or any part of otherwise qualified terminable interest property as such, shall be paid from the nonelected property. In addition, if a partial election is made, the

Trustee is authorized to segregate any portion of the Marital Trust for which an election is not made from any portion of the Marital Trust for which an election is made, and is instructed to manage both portions under the terms and conditions of this Article.

5. Limitation of Powers of Trustee. In administering the Marital Trust, the Trustee shall be vested with all the discretions, powers and authority given to the Trustee by this Trust Agreement; provided, however, that the Trustee shall have no discretion, power or authority which would in any way disqualify the Marital Trust for the marital deduction, in whole or in part, if a marital deduction is elected for the Marital Trust.

6. Distribution of Remaining Principal. Any principal remaining in the Marital Trust at the death of Settlor's spouse and not used for the purposes set forth in Paragraph 3 of this Article VII, shall then be added to the principal of the Residuary Trust created under Article VIII of this Trust Agreement, or if the Residuary Trust is not in existence at such time, shall be held in further trust by the Trustee upon the terms and conditions of Article VIII.

ARTICLE VIII - RESIDUARY TRUST

Upon Settlor's death, the remaining Trust Estate (including additions of assets that passed under Settlor's Will) shall be held in a separate trust known and referred to as the "Residuary Trust", to be managed and distributed by the Trustee in accordance with the following terms and conditions:

A. Distribution of Income. The Trustee shall distribute in convenient installments, but not less frequently than quarter-annually, all of the net income of the Residuary Trust to or for the benefit of Settlor's spouse so long as Settlor's spouse shall live. Upon the death of Settlor's spouse (or at Settlor's death if Settlor's spouse predeceases Settlor), the Trustee shall distribute in convenient installments, but not less frequently than quarter-annually, all of the net income of the Residuary Trust to or for the benefit of Settlor's issue living on each distribution date, per stirpes.

B. Distribution of Principal to Spouse. In addition, the Trustee shall distribute to or for the benefit of Settlor's spouse so much of the principal of the Residuary Trust as the Trustee shall deem necessary or desirable for the proper health, education, maintenance and support of Settlor's spouse so long as Settlor's spouse shall live.

C. Distribution of Balance Remaining. Upon the death of the survivor of Settlor, Settlor's spouse and Settlor's

children, GARY M. EDELSON, ERIC L. EDELSON and JEFFREY M. EDELSON, the Trustee shall distribute the then-remaining principal and undistributed income of the Residuary Trust to the then-living issue of the Settlor, per stirpes.

ARTICLE IX - GENERAL PROVISIONS

The provisions of this Article shall apply to any and all trusts established hereunder, unless herein provided otherwise.

A. Payment to or for Incompetents or Minors. Any income or principal payable hereunder to a beneficiary who is a minor or who, in the opinion of the Trustee, is disabled because of illness, advanced age or other reason, may be paid to or applied for the benefit of such beneficiary, to the extent determined by the Trustee, and the balance shall be held by the Trustee as a separate trust, with power to invest and reinvest. Said income and principal and any income earned thereon shall, to the extent deemed appropriate by the Trustee, be paid to such beneficiary or applied for his or her health, education, support, maintenance, comfort or welfare. Any income not so paid or applied shall be accumulated and added to principal. Any funds to be applied hereunder either shall be applied directly by the Trustee or shall be paid to a parent of such beneficiary or to any person or organization caring for such beneficiary, and the

Trustee shall have no further responsibility for any funds so applied or paid. If the administration of a separate trust is or shall become impractical, any funds held in such separate trust may be distributed to the beneficiary or the person or organization caring the beneficiary or, in the case of a minor, may be paid to a Custodian or converted to cash and deposited in a savings account, savings certificate, money market fund or similar interest bearing investment payable to the minor upon reaching majority. The balance of principal and income in the separate trust shall be paid to a minor upon reaching majority, or to a disabled beneficiary when in the opinion of the Trustee he or she is free of disability; in the event of the death of the beneficiary the same shall be paid to the beneficiary's personal representative.

B. Notice to Trustee of Status of Beneficiaries.

Until the Trustee shall receive written notice of any birth, marriage, death or other event upon which the right to distribution of the income or principal of any trust may depend, the Trustee shall incur no liability for distributions made in good faith to persons whose interests may have been affected by that event.

C. Restraint on Alienation. No income or principal payable to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or

encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the power voluntarily or involuntarily to sell, alienate, convey, assign, transfer, mortgage, pledge, or otherwise dispose of or encumber any principal or income thereof or any interest whatever therein until physical distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy or other insolvency proceedings, or any other legal or equitable process.

D. Reliance by Third Parties. No grantee, purchaser, or other person dealing with the Trustee while the Trustee is purporting to act in such capacity under any power or authority granted the Trustee herein need inquire into the initial existence of facts upon which the purported power or authority depends or into the continued existence of the power, the expediency of the transaction, or the proper application of the proceeds or other consideration, and certification of this paragraph by said Trustee shall be sufficient evidence upon which the grantee, purchaser, or other person dealing with the Trustee may rely.

E. Rule Against Perpetuities. In the event the interest of any beneficiary of any trust created hereunder shall violate the Florida Uniform Statutory Rule Against Perpetuities as determined under Section 689.225 of the Florida Statutes, as amended, the terms of such trust shall be reconstrued to require such interest to vest within the time period specified for a valid interest under such statutory provision. In the event it is impossible to re-construe the terms of such trust to require such interest to vest within the time period specified for a valid interest under such statutory provision, then such trust shall terminate within the time period specified for a valid interest under such statutory provision. Upon termination, the property held in such trust shall be distributed, free of trust, to the then income beneficiaries thereof, in accordance with their respective income interests in such trust.

F. Situs of Trust. This Trust Agreement has been accepted by the Trustee in the State of Florida, and it shall be construed and regulated and all rights under it shall be governed by the laws of that State, subject to the provisions of Article XIII.

G. Frequency of Distribution of Income. Unless otherwise specifically indicated under the terms of this Trust, any distribution of income required to be made under any trust created herein shall be made at least annually.

ARTICLE X - DEFINITIONS

Whenever used in this Trust Agreement, unless the context of any passage thereof requires otherwise:

A. The term "Settlor" refers to SALLY H. EDELSON.

B. The term "Trustee" refers to the single, multiple and successor Trustees who at any time may be appointed and acting in a fiduciary capacity under the terms of this Trust Agreement.

C. The term "Trust Estate" refers to the property itemized and described in Schedule "A" attached hereto, which the Settlor acknowledges she has transferred, delivered, assigned and conveyed to the Trustee, together with such other property that hereafter may be transferred, assigned, conveyed, bequeathed or devised to the Trustee by the Settlor or any other person, including the proceeds from any insurance policies which are payable to the Trustee.

D. The term "income" shall mean income as determined in accordance with the laws of the State of Florida as they now exist or are hereafter amended; provided, however, that income beneficiaries shall not be entitled to any additional income pursuant to the provisions of Florida Statute 738.12, as amended.

E. The term "Settlor's spouse" refers to Settlor's husband, ALBERT EDELSON.

F. The term "proper education" shall be construed to mean not only all levels of education in the customary sense, including private tutorials and professional and advanced education, but also spiritual education, musical instruction and physical education, including summer camps for minor beneficiaries.

G. The term "proper health" shall be construed to include medical, dental, hospital, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

H. The term "proper maintenance and support" shall mean the maintenance and support of the income beneficiaries in accordance with their accustomed manner of living.

I. Legally adopted children shall be deemed to be natural born children of their adoptive parents, but only if the adoption occurs during the child's minority; and terms of kinship or descent used herein shall be construed accordingly.

J. The singular includes the plural, and the plural includes the singular.

K. The masculine includes the feminine, and the feminine includes the masculine. The terms "unified credit", "state death tax credit", "passing", "have passed", "gross estate", "marital deduction" and "charitable deduction" shall

have the same meaning as such terms have under the provisions of the Code.

L. The term "Code" shall refer to the Internal Revenue Code of 1986, as amended. The terms "unified credit", "state death tax credit", "passing", "have passed", "gross estate", "marital deduction" and "charitable deduction" shall have the same meaning as such terms have under the provisions of the Code.

ARTICLE XI - TRUSTEE

A. Appointment of Trustee.

1. The Settlor appoints herself to serve as Trustee of the trusts created hereunder.

2. Following the death, incapacity or resignation of Settlor, the Settlor's husband, ALBERT EDELSON, shall serve as successor Trustee; and following the death, incapacity, resignation or other failure to serve of ALBERT EDELSON, Settlor's sons, GARY M. EDELSON, ERIC L. EDELSON and JEFFREY M. EDELSON, or the survivor of them, shall serve as successor Trustees.

B. Waiver of Bond. No individual Trustee or successor Trustee appointed hereunder shall be required to

furnish any bond or other security in any jurisdiction for the performance of his or her duties as such.

C. Successor Trustee. Settlor directs that the last individual available to serve as Trustee or successor Trustee under the terms of this Article who is in fact then serving in the capacity of individual Trustee may designate any qualified individual to succeed him or her as Trustee under the terms of this Trust Agreement. In the event the last serving Trustee of the individuals named above fails to so appoint a successor individual Trustee, Settlor requests the Florida Court having jurisdiction over the trust or trusts herein created to appoint a qualified individual as successor Trustee.

D. Succession of Trustees.

1. Any successor Trustee shall accept the office by written instrument and shall assume the duties thereof immediately upon delivery of the instrument to the other Trustee then serving or, if no Trustee is then serving, to any adult beneficiary, without the necessity of any other act, conveyance or transfer.

2. The title to the Trust Estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof, but any resigning or removed Trustee shall execute all instruments and do all acts necessary to vest such title in any successor Trustee without court accounting. A

successor Trustee shall have no duty to examine the accounts, records and acts of the previous Trustee or Trustees and shall in no way or manner be responsible for any act or omission to act on the part of any previous Trustee.

3. Each successor Trustee shall have, exercise and enjoy all of the rights, privileges and powers, both discretionary and ministerial, as are herein given to the original Trustee and shall incur all of the duties and obligations imposed upon the said original Trustee.

E. Trustee's Decisions, Resignations, Absence and Incapacity.

1. All actions by the Trustees shall be taken only by unanimous decision of the Trustees then serving, except that during Settlor's lifetime, Settlor may act without the approval or consent of any other Co-Trustee then serving.

2. Any Trustee may resign by delivering written resignation to the other Trustee then serving or, if none is then serving, to any competent adult beneficiary or the parent or guardian of a minor or otherwise incompetent beneficiary.

3. An individual Trustee may authorize in writing the other Trustee then serving to administer the trusts and act in his or her name and in his or her behalf during any temporary absence or incapacity; provided, however, no Trustee in such event shall be authorized to exercise any power or

discretion which such Trustee is expressly prohibited from exercising by any provisions of this Trust Agreement.

F. Accounting by Trustee. After Settlor's death, the Trustee shall prepare an accounting for each taxable year of each trust, and, whenever a Trustee ceases to serve, an accounting shall be prepared from the time of the last prior accounting through the end of the period of service. The Trustee shall keep each accounting available for inspection by and may deliver copies to the beneficiaries eligible within the period covered thereby to receive benefits from the trust which is the subject of said accounting. The written approval of an accounting by such a beneficiary, or by his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, shall be final and binding as to all matters stated therein or shown thereby upon that beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such trust.

G. Compensation of Trustee. The Trustee, other than Settlor or Settlor's spouse and children, shall be entitled to reasonable compensation for services rendered hereunder. Any additional duties and responsibilities due to acquisition of additional trust property or the transfer into trust of additional property shall be considered in determining the

amount, but it shall not exceed the amount allowable by law at the time compensation becomes payable.

H. Incapacity of Settlor or Fiduciary. Settlor or any person acting or named to act in a fiduciary capacity hereunder shall be considered to be legally incompetent to act or exercise any reserved power and shall cease to act in a fiduciary capacity when Settlor or such person's regularly attending physician has certified that Settlor or such person does not have the physical or mental capacity to manage his or her financial affairs. If Settlor or such person's regularly attending physician shall subsequently certify that Settlor or such person has regained the physical and/or mental capacity to manage his or her financial affairs, Settlor or such person shall have the right to exercise any reserved power or resume his or her fiduciary responsibilities upon delivery of his or her written request to the successor Trustees then serving.

I. Exercise of Discretionary Powers. The Trustee appointed in this instrument has certain discretionary powers to exercise elections available to the Trustee and to pay over, use, apply and expend principal and income to or for the direct or indirect benefit of the beneficiaries of the trusts created hereunder and to terminate certain of those trusts. If a Trustee (other than the Settlor) must exercise or join in the exercise of a discretionary power for the benefit of himself or herself or

for the benefit of a dependent of his or hers, the power shall be exercised only in a fiduciary capacity and in strict observance of the limitations placed upon those powers; but no Trustee shall exercise or join in the exercise of a power that would result in the satisfaction of a legal support obligation of the Trustee.

J. Limitation of Powers. No Trustee shall possess, or participate in the exercise of, any power given the Trustee by this instrument or by law to make any determination with respect to any payment or application which would discharge any legal obligation of such Trustee personally or any payment to, or expenditure for the benefit of, such Trustee personally.

ARTICLE XII - SURVIVAL PROVISIONS

For purposes of this Trust Agreement, Settlor's spouse shall be presumed to have predeceased Settlor if the order of death of Settlor and Settlor's spouse cannot be established by proof. With respect to any other person, a person shall not be deemed to survive Settlor if such person dies before the expiration of six months after Settlor's death, nor to survive another if such person dies before the expiration of six months after the death of such other person.

ARTICLE XIII - POWERS OF TRUSTEE

In administering all trusts established hereunder, the Trustee shall have the express powers enumerated herein, together with all other powers conferred by law upon Trustees generally, and may exercise them at any time and from time to time in any valid manner with or without court order, as follows:

A. Retain Trust Estate. To retain, without liability for loss or depreciation resulting from such retention, the original assets and all other property hereafter transferred, devised or bequeathed to the Trustee for such time as the Trustee shall deem advisable although such property may not be of the character prescribed by law or by the terms of this instrument for the investment of trust assets and although it represents a large percentage of the entire Trust Estate; said original property may accordingly be held as a permanent investment.

B. Hold Uninvested Cash and Unproductive Property. For any periods deemed advisable, to hold cash, uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold unproductive or underproductive realty or personalty without the requirement that such property yield any specified amount of income as may be required by Florida law as it now exists or may hereafter be amended; provided, however, in the event the Marital Trust under Article

VII is created, Settlor's spouse shall have the right to direct the Trustee to convert unproductive or underproductive property held by such trust into property productive of a reasonable amount of income.

C. Invest and Reinvest. To invest and reinvest in any property, including, but not by way of limitation, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, shares or interests in investment trusts, without the requirement that such property yield any specified amount of income as may be required by Florida law as it now exists or may hereafter be amended; provided, however, in the event the Marital Trust under Article VII is created, Settlor's spouse shall have the right to direct the Trustee to convert unproductive or underproductive property held by such trust into property productive of a reasonable amount of income.

D. Exercise Options and Conversion Privileges. To exercise any options, rights, and conversion privileges pertaining to any securities held by the Trustee as trust assets.

E. Receive Additional Property. To receive additional property from any source, including the Personal Representative of Settlor's estate and the Trustee or beneficiary of any other trust, by whomsoever created, and to hold and administer this property as part of the Trust Estate.

F. Sell and Lease. To sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any trust asset on any terms deemed advisable, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper in connection therewith.

G. Insurance. To pay premiums on all policies of insurance held by them and to elect any options or settlements or exercise any rights under such policies.

H. Lend. On any terms deemed advisable, to lend trust funds to any borrower, including the Personal Representative of Settlor's estate and the Trustee or beneficiary of any trust, created by the Settlor or by anyone else, and to change the terms of these loans. This authorization includes the power to extend loans beyond maturity with or without renewal and without regard to the existence or value of any security therefor, to facilitate payment thereof, to change the interest rate thereof, and to consent to the modification of any guarantee relating thereto.

I. Borrow. To borrow whatever money the Trustee deems desirable for any trust on any terms from any lender, including the Trustee and the Personal Representative of Settlor's estate, and the Trustee or beneficiary of any other

trust, by whomsoever created, and to mortgage, pledge or otherwise encumber as security any assets of the borrowing trust.

J. Term or Duration of Obligation. Incident to the exercise of any power, to initiate or change the terms of collection or of payment of any debt, security, or other obligation of or due to the Trust Estate, upon any terms and for any period, including a period beyond the duration or the termination of any or all trusts.

K. Compromise or Abandonment of Claims. Upon whatever terms the Trustee deems advisable, to compromise, adjust, arbitrate, sue on, defend, or otherwise deal with any claims, including tax claims, against or in favor of any trust; to abandon any asset the Trustee deems of no value or of insufficient value to warrant keeping or protecting; to refrain from paying taxes, assessments, or rents, and from repairing or maintaining any asset; and to permit any asset to be lost by tax sale or other proceeding.

L. Distribution in Cash or in Kind. To distribute any shares in cash or in kind, or partly in each, and the Trustee's valuations of assets upon making distribution shall, if made in good faith, be final and binding on all beneficiaries.

M. Use of Nominee. To hold any or all of the trust assets, real or personal, in the Trustee's own name, or in the name of any corporation, partnership, or other person as the

Trustee's nominee for holding the assets, with or without disclosing the fiduciary relationship.

N. Bid in or Take Over Without Foreclosure. To foreclose any mortgage, to bid in the mortgaged property at the foreclosure sale or acquire it from the mortgagor without foreclosure, and to retain it or dispose of it upon any terms deemed advisable.

O. Pay Off Encumbrances. To pay off any encumbrance on any trust asset and to invest additional amounts to preserve it or to increase its productivity.

P. Vote Stock or Other Equity Interest. To vote stock in any corporation or exercise voting privileges with respect to any partnership interest or interest in any other entity for any purpose in person or by proxy, to enter into a voting trust, to consent to an election or revocation of S Corporation status, and to participate in activities with respect to such corporation, partnership or other entity related to any trust created hereunder in any capacity permitted by law.

Q. Participate in Reorganizations. To unite with other owners of property similar to any held in trust in carrying out any plan for the consolidation, merger, dissolution, liquidation, foreclosure, lease, sale, incorporation, reincorporation, reorganization, or readjustment of the capital or financial structure of any association or corporation in which

any trust has a financial interest; to serve as a member of any protective committee; to deposit trust securities in accordance with any plan agreed upon; to pay any assessments, expenses, or other sums deemed expedient for the protection or furtherance of the interests of the beneficiaries hereunder; and to receive and retain as trust investments any new securities issued pursuant to the plan, even though these securities would not constitute authorized trust investments without this provision.

R. Purchase Property From Estate. To purchase property, real or personal, from the Settlor's or a beneficiary's estate or from the Trustee of a trust created by Settlor or Settlor's spouse upon such terms and conditions as to price and terms of payment as the Trustee and the respective Personal Representatives shall agree upon, to hold the property so purchased in trust although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable.

S. Employment of Assistants and Agents. To any extent reasonably necessary, to employ attorneys-at-law, accountants, tax specialists, brokers, investment counselors, realtors, managers for businesses, farms, ranches, groves and forests, technical consultants, attorneys-in-fact, agents, and any other consultants and assistants the Trustee deems advisable for the proper administration of the Trust Estate, and any

expenses incurred by the Trustee as a result thereof shall be borne by the Trust and payable from the principal or income of the Trust Estate as provided herein.

T. Establishment and Maintenance of Reserves. Out of the rents, profits, or other gross income received, to set aside and maintain reserves to the extent deemed advisable to meet present or future expenses, including taxes, assessments, insurance premiums, debt amortization, repairs, improvements, depreciation, obsolescence, general maintenance, and reasonable compensation for services, including services of professional and other employees authorized hereby, as well as to provide for the effects of fluctuations in gross income and to equal or apportion payments for the benefit of beneficiaries entitled to receive income.

U. Manage Realty. To deal with realty in any manner lawful to an owner thereof. This authority includes the right to manage, protect, and improve it, to raze, alter and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it, to acquire it, release, or grant easements or other rights relating to it, to subdivide it, to vacate any subdivision or any part thereof and resubdivide it from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with 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 duration or termination of any or all trusts.

V. Carrying Several Trusts as One Estate. To the extent that division of the Trust Estate is directed hereby, to administer the Trust Estate physically undivided until actual division thereof becomes necessary to make distributions; to hold, manage, invest and account for whole or fractional trust shares as a single estate, making the division thereof by appropriate entries in the books of account only, and to allocate to each whole or fractional trust share its proportionate part of all receipts and expenses; provided, however, that this carrying of several trusts as a single estate shall not defer the vesting in possession of any whole or fractional share of a trust for the beneficiaries thereof at the times specified herein.

W. Allocation To Principal and Income. To allocate all receipts of money or property paid or delivered to the Trustee, and all expenses, to principal or income in accordance with the laws of the State of Florida; provided, however, that the income beneficiaries shall be entitled only to any income that is earned and received by such Trust and said income beneficiaries shall not be entitled to any additional income pursuant to the provisions of Section 738.12 of the Florida Statutes, as amended.

X. Termination of Trust. To terminate any trust herein created when in the sole judgment of the Trustee (excluding any Trustee who may be or become a beneficiary of the trust unless all Trustees are or may become beneficiaries of the trust), the corpus of the trust is or becomes too small in amount to warrant the payment of expenses for continuance of the trust, taking into consideration the intended purposes behind the formation of said trust. Upon such termination, the Trustee shall distribute the property held in such trust, discharged free of trust, to the then income beneficiaries thereof, in accordance with their respective income interests in each particular trust.

Y. Special Investments. To purchase and sell options, puts, calls, commodities and futures contracts on securities and commodities; provided, however, that the power to invest in commodities and futures contracts may be exercised solely by the Settlor while acting as Trustee, and any successor Trustee shall be prohibited from exercising such powers.

Z. Maintenance of Securities Margin Accounts. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as security for loans and advances made to the Trustee.

AA. Relocate Trust. To relocate any and all trusts herein created when in the sole judgment of the Trustee the relocation of said trust or trusts from the current jurisdiction controlling its interpretation to another jurisdiction is desired; but, in no event shall the situs of said trust, being the appropriate jurisdiction as determined by said Trustee, be other than a state within the United States of America.

BB. Consolidation With Other Trusts. In the event the Trustee is also named as Trustee of any other trust or trusts created by Settlor, or created by any other person, for the benefit of the same persons who are beneficiaries of any trust created hereunder and said trust or trusts contain substantially the same terms and conditions as set forth herein, then, in the Trustee's sole discretion, to consolidate the assets of any trust created hereunder with the assets of such other trust or trusts, to be held, administered, managed, controlled and distributed as an integral part of this or such other trust and upon the same terms and conditions expressed herein.

CC. Participate in Partnerships or Joint Venture. To join with others to form joint venture arrangements or partnerships (general or limited) for the purpose of investing in any type of property, real or personal, which the Trustee believes to be in the best interests of this Trust, or any trust created hereunder, and its beneficiaries.

ARTICLE XIV - GENERATION-SKIPPING TAX PROVISIONS

With respect to any generation-skipping tax assessed or imposed under Chapter 13, Subtitle 8 of the Code, the following definitions and rules will apply:

A. GST Exemption. The term "Remaining Available GST Exemption" means the amount of the GST exemption (as defined in Section 2631 of the Code) that has not been allocated (1) by Settlor (or by operation of law) during Settlor's lifetime to assets Settlor has transferred, and (2) to all "direct skip" transfers occurring by reason of Settlor's death that do not qualify for any other exemption or exclusion from the tax. For this purpose, if Settlor shall have died without filing a gift tax return that has a due date (including extensions) after Settlor's death, then Settlor will be deemed to have allocated an amount of Settlor's GST exemption to the full extent of any generation-skipping transfer required to be reported on that gift tax return that does not qualify for any other exemption or exclusion from the generation-skipping transfer tax.

B. Allocation of GST Exemption. Settlor directs the Trustee (or the Personal Representative of Settlor's estate) to allocate Settlor's Remaining Available GST Exemption to the following transfers in the order of priority listed:

- (1) To all direct skip transfers (other than direct skip transfers caused by a disclaimer) that do not

qualify for any other exemption or exclusion from the generation-skipping transfer tax.

(2) To the Residuary Trust created in Article VIII above.

(3) To the Marital Trust created in Article VII above, or to the Exempt Marital Trust if the Marital Trust is divided into separate shares.

There shall be no reimbursement or adjustment of the shares of beneficiaries in income or principal by reason of the allocation by the Trustee or Personal Representative of Settlor's estate, and such allocation shall be conclusive and binding upon all parties.

C. Payment of Generation-Skipping Tax. The Trustee shall have the power to pay any and all generation-skipping transfer tax imposed pursuant to Section 2601 of the Code attributable to any property held by the Trustee in the event such generation-skipping transfer tax is due as a result of a taxable termination or direct skip within the meaning of Section 2612 of the Code of an interest in property held by the Trustee.

D. Separate Trusts for Non-Exempt Assets. If any trust created hereunder would have an inclusion ratio of between zero and one, or if assets are added to a trust in such a manner as to increase its inclusion ratio above zero, the Trustee shall create separate trusts so that assets can be allocated to one or

more such trusts with a generation-skipping tax inclusion ratio of zero ("GST Exempt Trust") and other assets, if any, can be allocated to one or more such separate trusts with a generation skipping tax inclusion ratio greater than zero ("GST Non-Exempt Trust"). Each separate trust is to be administered under the terms applicable to the trust from which that trust was created.

E. Powers of Appointment. If at the death of any of the Settlor's issue the property held in trust for him or her would be subject to generation-skipping tax, he or she shall have the right by his or her will or codicil thereto to appoint a limited amount of principal of the trust to the creditors of his or her estate, with such limited amount to be the lesser of the entire principal or an amount equal to the minimum amount of principal which will cause the maximum federal estate tax tentative tax rate under Section 2001 of the Code on such principal when it is included as an addition to such beneficiary's estate for federal estate tax purposes, and the generation-skipping tax tentative tax rate under Section 2641(a) of the Code on such principal, to be equal.

ARTICLE XV - CONSTRUCTION OF TRUST AGREEMENT

The headings and subheadings used throughout this Trust Agreement are for convenience only and have no significance in the interpretation of the body of this Trust Agreement, and

Settlor directs that they be disregarded in construing the provisions of this Trust Agreement.

IN WITNESS WHEREOF, I, SALLY H. EDELSON, as Settlor of the foregoing Trust Agreement, have hereunto set my hand and seal this 13th day of October, 1995.

Signed, sealed and delivered in the presence of:

Mary E. Brundage
Print Name: MARY BRUNDAGE

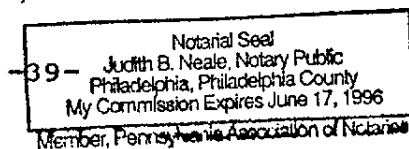
Sally H. Edelson
SALLY H. EDELSON

Maureen A. Hechler
Print Name: MAUREEN A. HECHLER

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 13th day of October, 1995, by SALLY H. EDELSON. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Judith B. Neale
Print Name: Judith B. Neale
Notary Public - Commonwealth of Pennsylvania
Commission Number: 55550
My Commission Expires:
June 17, 1996



ACCEPTANCE BY TRUSTEE

The undersigned Trustee hereby accepts the trusts imposed by the foregoing Trust Agreement and agree to serve as Trustee upon the terms and conditions therein set forth.

Signed, sealed and delivered in the presence of:

Mary E. Brundage
Print Name: MARY BRUNDAGE

Sally H. Edelson
SALLY H. EDELSON

Maureen A. Hechler
MAUREEN A. HECHLER
STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 13th day of October, 1995, by SALLY H. EDELSON. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Judith B. Neale
Print Name: Judith B. Neale
Notary Public - Commonwealth of Pennsylvania
Commission Number: 55550
My Commission Expires:
June 17, 1996

Notarial Seal
Judith B. Neale, Notary Public
Philadelphia, Philadelphia County
My Commission Expires June 17, 1996
Member, Pennsylvania Association of Notaries

REVOCABLE TRUST AGREEMENT

OF

SALLY H. EDELSON

DATED THE 13th DAY OF OCTOBER, 1995

SCHEDULE "A"

A 50% interest in Sonora Farms Partnership.