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_ _ _ _ _ _ _ _ _ and _ _ _ _ _ _ _ _ _

(*NAMES OF HUSBAND AND WIFE)*

REVOCABLE LIVING TRUST

DATED _ _ _ _ _/_ _/ 20_ _ [1]

Last revision December 9, 2005

[1] Remove the disclaimer page, this and all other footnotes and all phrases and sentences in *italic* or within parentheses before your final printing because these notes, phrases and sentences are meant as explanation to the reader of this document.

بسم الله الرحمن الرحيم

In the name of Allah, Most Beneficent, Most Merciful[2]

_ _ _ _ _ _ _ AND _ _ _ _ _ _ _ _ REVOCABLE LIVING TRUST

(*NAMES OF HUSBAND AND WIFE*)

Dated _ _ _ _/_ _ /20_ _

THIS AGREEMENT made and entered into this __th day of _____ 20__, between _ _ _ (*NAME OF HUSBAND AND WIFE*) _ _ _ _ _ _ _ , Grantors, of the City of _____, State of _____ hereinafter called the Grantors or_ _ _ *(NAME OF HUSBAND)*_ _ _ _ as Grantor-Husband or _ _ _ *(NAME OF WIFE)*_ _ _ as Grantor-Wife) and _ _ _ _ _ *(NAME OF HUSBAND)*_ _ _ _ _ _ and _ _ _ *(NAME OF WIFE)*_ _ _ _ , Co-Trustees, hereinafter called the Trustee.

P R E A M B L E

We bear witness that there is no deity but Allah, the One, the Merciful, the Almighty, Creator of the heavens and the earth and all therein, God of Abraham, Moses, Jesus, Muhammad, and all the Prophets, mercy and peace be upon them all. He is One God and He has no partner. And we bear witness that the Prophet Muhammad is His Servant and His Messenger and the last of all the Prophets, may mercy and peace be upon him. We bear witness that Allah is the Truth, that His promise is Truth, that the Meeting with Him is truth. We bear witness that Paradise is truth, and that Hell is truth. We bear witness that the coming of the Day of Judgment is truth, there is no doubt about it, and that Allah is exalted above all deficiencies and imperfections.

W I T N E S S E T H

WHEREAS, the Grantors desire to create a Trust to hold such property itemized and described in "Exhibit A" attached hereto and made a part hereof, together with such monies, life insurance, securities and other assets as the Trustee may hereafter at any time hold or acquire hereunder, said monies, securities, insurance and other assets, being hereinafter referred to collectively as the "Trust Estate" for the purposes hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Grantors agree to execute such further instruments as shall be necessary to transfer said property to the Trust and the Trustee agrees to hold the Trust estate, IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth. We have transferred ten Dollars to ourselves as Trustee.

[2] Yellow highlighting is used for texts required in Shari'ah.

ARTICLE I: GENERAL PROVISIONS

1.1 ADDITIONS TO CORPUS

The Grantors or any other person with the consent of the Trustee may add to the principal of the Trust created herein by deed or will or otherwise. Such additions shall be covered by the provisions hereof, the same as if originally included herein.

We further announce and declare that all bank accounts, all securities and money market accounts, and any and all other properties, real and personal, tangible and intangible, that are presently owned by us jointly or in community ownership or owned individually by any one of us, and that we or either one of us may own in the future shall pour over to this Trust, ... (*NAME OF HUSBAND AND WIFE*)... TRUST at any and all time, as long as the Trust exists.

1.2 LAWS GOVERNING

This Trust shall be construed and regulated in all respects by the laws of the State of __________.

Provided however, if any Trustee shall not be domiciled in the State of ________, this Trust shall be construed and regulated by the laws of the domicile of the Trustee.

1.3 NAME OF TRUST

This Trust shall be known as the *(NAME OF HUSBAND AND WIFE)* REVOCABLE LIVING TRUST.

1.4 FAMILY MEMBERS

At the time of the execution of this Trust, Grantors' immediate family consists of:

Grantors' children, ___________ born ________, _____, _________ born _________, _____, ___________ born _______, _____, ___________ born ________, _____, and _________________ _________, _____ (*you must add here also any children of deceased children of the Grantors. Also, if there are any children of one grantor but not the other they must be indicated as such and mentioned in the distribution that they only inherit from their own parent not from the step parent*) herein sometimes referred to as "child" or "children." We also have_ _ _ _ _ *(If any parents of either Grantor husband or Grantor wife is alive at the time of executing this instrument their names and respective residences must be mentioned here. If parents of a Grantor are not alive but any of their grandparents are alive names and addresses of such grandparents must also be stated here. Also names of alive siblings and children of deceased siblings and their respective addresses must be mentioned)* _ .

Unless otherwise stipulated by us, the term "child" or "children" shall not include any adopted, step, foster, pre-marital, extra-marital or out of wed-lock child or children and children of one grantor are not considered children of the other even if they were legally adopted by the other. The term "descendant" or "issue" shall not include any and all such children and their descendants or any person whose relation to either of the Grantors runs through an adopted, foster, step, pre-marital, extra-marital or out of wed-lock relation. The only exception to this rule is the following: children born outside of a marriage that is recognized in the Islamic law do relate to their biological mother and her relatives and inherit

from or through her.

1.5 Definition of marriage

In regard to the application of this instrument especially the Schedule of Mawarith and the Islamic inheritance system, marriage or wedlock is defined as either official marriage recorded with the appropriate branch of government within the USA or abroad or Islamic marriage performed between a man husband and a woman wife without any official recording. Islamic only marriage can be proven strictly by either written and witnessed documents, confession of both spouses, confession of a surviving spouse attested/confirmed by two heirs of the deceased spouse whose shares would be reduced as a result of their testimony or certification by at least ten persons who know the couple when they were both alive for at least three years as husband and wife.

1.6 EDUCATION

The term "education" shall include all forms of education, including but not limited to, public or private schools, primary or secondary, college, university, advanced university or post-university, commercial, vocational, technical, business or art education, or otherwise.

1.7 DISCLAIMER

Any of our beneficiaries may disclaim, in whole or in part, their gifts and/or shares of inheritance under this Trust in order to accommodate other beneficiaries who may be in more need of the gift or to reduce the amount of taxes or for any other reason. We hereby instruct the Trustee to distribute any such disclaimed distribution to person or persons assigned by the disclaimant, and if there is no assignee to the children of the disclaimant, equally between them regardless of their gender. If the Trustee decides, at her/his own discretion, that distribution to the disclaimant's children is not possible or not advisable or in violation of the letters or spirit of this trust, she/he will then redistribute such disclaimed distribution to the other heirs of the deceased trustee according to shares given in the Schedule of Mawarith as if the disclaimant did not exist.

1.8 COMMON DISASTER

(a) If the Grantors die simultaneously, or in such circumstances that there is no definitive evidence to determine the order of their death, it shall be presumed that Grantor-Husband and Grantor-Wife died at the same time for purposes of determining whether property passes to heirs and beneficiaries in application of Articles VIII of this Trust and Grantors who die simultaneously shall not inherit from each other as stated in Case Number 8 of the Schedule of Mawarith.

However, for purposes related to estate and other taxes and/or other legal or procedural arrangements any other assumption permitted by law shall apply whether in regard to passing property to spouse's Trust or any other tax, procedural benefit or any other benefits from government funds, etc provided such assumption does not affect passing properties to heirs and beneficiaries as mentioned in the previous Paragraph. .

Except as specifically provided otherwise in this Instrument, an individual shall not be considered as living at a given time if that individual is not living 30 days after that time, unless it can be proven that the individual in fact was living after that given time. However, if

one Grantor in fact survives the other, then she/he shall be considered to have survived for purposes of determining whether property passes to spouse's Trust, for purposes of determining how much property passes to that trust, for purposes of applying the terms of spouse's Trust and for purposes of distribution of the estate of the expired Grantor and applying the Schedule of Mawarith.

(b) If any beneficiary shall die simultaneously with another beneficiary or with Grantor(s) in such circumstances that there is no definitive evidence to determine the order of their deaths, it shall be presumed that they died at the same time whether or not the distribution to one of them depends upon his/her having survived the other, and the provisions hereof shall be construed upon that assumption. Beneficiaries who die simultaneously or simultaneously with a Grantor shall not inherit from each other or from the Grantor with whom they die.

1.9 ISLAMIC DISTRIBUTION

It is our intent to distribute our properties and the estate of the Trust in accordance with the Islamic Shari'ah. We fully understand doing so may result in (a) distribution to other relatives who are not our heirs by State law, (b) unequal distributions to our children on the basis of gender or being step children to one of us, (c) disregard of special needs either of our children or other heirs may have, (d) additional federal and/or state estate taxes payable by our estate, and (e) liquidation of assets that may otherwise benefit a surviving Grantor. We therefore direct and ordain the Trustee to distribute our estate in accordance with the schedule of Mawarith and to implement the Schedule of Mawarith and our instructions in this Revocable Living Trust in their letter and spirit with no consideration of any such possibilities.

We further direct the Trustee and any court of competent jurisdiction that in case of any interpretation, challenge or dispute as to the meaning, implication and application of any of the articles of this Trust and of the Schedule of Mawarith, or distribution in case the determination of survivors is not given in any of the lines in the Schedule of Mawarith, that The Islamic Society of North America, ISNA, a Non-Profit Organization incorporated in the State of Indiana,[3] or any successor of it shall be the sole arbitrator and its resolution shall be final and binding to all. We also request any court of competent jurisdiction to uphold the resolution of the ISNA and implement it to its letters and spirit.

We further direct the Trustee that upon the death of either Grantor all the assets and properties real or personal which are owned separately by him/her should be distributed in accordance with the Schedule of Mawarith (Exhibit B). The surviving spouse shall only be entitled to his/her share from such separately-owned assets and properties as described in the schedule of Mawarith (Exhibit B).

1.10 Waiver of right to elect and handling joint, community, tenancy-in-common, co-ownership properties and other similar property-sharing arrangements

[3] You can put any other reputed and respected organization in North America in place of ISNA provided the named organization has accessibility to specialized Shari'ah scholars.

a. We have been advised by legal counsel that pursuant to the laws of the State of _____ and other states or jurisdictions that upon the death of either one among us, the law of the state or jurisdictions in which she/he shall die domiciled that the surviving spouse may be entitled to an elective share or augmented share of surviving spouse's estate or an amount which is pursuant to the intestate laws of the State of _____ or another state or jurisdiction which may not be in accordance with the distribution provisions of the Schedule of Mawarith as set forth in this living Trust. We realize that the entitlement of the intestate laws of the State of _____, other states and jurisdictions may be higher than the entitlement of the attached Schedule of Mawarith

We have made a fair and reasonable disclosure to each other as to the assets, properties and financial obligations of what each one of us owns jointly and individually. A copy of the list of assets, properties and financial obligations is attached to and made part of this Living Trust. We have had an opportunity to seek independent legal advice from our legal advisor and/or counsel with Islamic scholars, and each one of us agrees to receive a share of each other's estate in accordance with the Religion of Islam as contained in the attached Schedule of Mawarith, and not in accordance with the laws of the State of _____ or any other state or jurisdiction.

For mutual promises, for good consideration made between us and based on our faith in Islam and the Islamic Shari'ah, each one of us knowingly and voluntarily waives her/his respective rights to elect to take any action against this living Trust and the Schedule of Mawarith that is attached to it and/or to take a surviving spouse's share under the intestate laws of the State of _____ or any other state or jurisdiction. We, and each one of us alone, also declare and announce that this waiver/release of right shall be legally binding on each one of us and cannot be revoked and/or modified except by a written consent from all the heirs of the first-to-die Grantor that is given only after her/his death. We further agree that the due heirs of the first-to-die Grantor, as shall be determined in accordance with the Schedule of Mawarith, shall have full right to enforce this Waiver on the surviving Grantor through any court of justice anywhere in the world. We also understand that any and/or all of the heirs of the first-to-die Grantor shall have the right, individually and collectively, to waiver their right to the distribution of the estate, entirely or partially, in favor of the surviving Grantor or in favor of any other heir, all other heirs proportionally to their shares, their own children or any other person or persons.

b. We further understand and agree that for mutual premises, for good consideration made between us, and in accordance with our belief in the Islamic Religion, that upon our respective death we shall make the required distribution of our assets which are in joint ownership, co-ownership, community ownership, tenancy-in-common and any similar legal arrangement of owning together in accordance with the schedule of Mawarith.

If we own real property wherever located and if the real property is in joint ownership, co-ownership, community ownership, tenancy-in-common and/or any similar arrangement, only for the purpose of distribution to heirs mentioned in the Schedule of Mawarith and upon the death of either one or both of us, it is presumed that the interests of each one of us in such property(ies) are equal in a such a way that each one of us owns an undivided 50% share or unit of the real property, unless we designate ownership differently in the

deed, title or any other document that substantiates our ownership to the real property. We agree and understand that the share or unit of ownership that the deceased party owned will not be retained by the surviving spouse, co-owner, joint owner or tenant-in-common, but will be distributed to the heirs of the deceased in accordance with the Schedule of Mawarith. In the event of the death of one of us, the surviving spouse or joint tenant shall distribute the 50% share of the deceased spouse in the real property to his or her heirs pursuant to the Schedule of Mawarith. In the event there is personal property, including bank and investment accounts, stocks, interests in businesses and any and all other properties wherever located and if these properties are in joint ownership, co-ownership, community ownership, tenancy-in-common and/or any similar arrangement, the same principles and rules, as mentioned in the preceding Sections above, should be applied in the event of the death of one of us.

We agree that this Section shall be legally binding to each one of us and can only be revoked and/or modified by the undersigned parties together in writing. We further agree that the due heirs of the deceased party, as shall be determined in accordance with the Schedule of Mawarith, shall have full right to enforce this agreement on the surviving party in any court of justice anywhere in the world. We also understand that any and all of the heirs shall have the right, individually and collectively, to waiver their right to the distribution of the estate, entirely or partially, in favor of the surviving Grantor or in favor of any other heir, all the heirs proportionally to their shares, their own children or any other person or persons.

Each party had entered into this contract after exercising his/her full right to independent legal advice and counseling and/or advice of an Islamic scholar before signing this within agreement. We have been advised by our own legal counsel that pursuant to the laws of the State of _____ and other states or jurisdictions that upon our death, the law of the state or jurisdictions in which we shall die domiciled that our surviving spouse may be entitled to full control and ownership of such properties. We knowingly and voluntarily waive our respective rights to elect to retain full ownership of such properties or to take any action against this Section of the living Trust regardless of whether such property is in the name of the living Trust or not.

This Section shall be legally binding on all the heirs at law of the parties to this agreement, and shall be enforceable in the courts of any jurisdiction. We further acknowledge that we have reviewed this Section and the whole document and have sought the advice of legal counsel and Islamic counsel.

ARTICLE II
ADMINISTRATION DURING LIFETIME OF GRANTORS

2.1 RIGHT TO REVOKE AND AMEND THE TRUST

The Grantors may amend or revoke, in whole or in part, this Agreement, at any time and for any reason; provided, however, that the continuing duties, powers, and responsibilities of the Trustee shall not be substantially changed without the Trustee's consent. Any revocation or amendment of this Agreement by the Grantors must be executed

with the same formalities as applied to the original execution of this Agreement. Any such revocation shall occur without any distribution, revocation, termination or other similar fee.

However, we the Grantors announce and declare that we will not and there shall be no change or alteration in any clause, part or article that may directly or indirectly affect or alter the distribution implied in the Schedule of Mawarith or any thing that may disturb in any way the application and/or implementation of requirement of the Islamic Shari'ah regarding the estate distribution. We understand that this distribution is religiously mandatory on us as Muslims and we abide by this Islamic principle.

2.2 DISPOSITION OF INCOME AND PRINCIPAL

(a) Income Distributions: During Grantors' lifetimes the Trustee shall manage, invest and reinvest the Trust Estate, shall collect the income thereof, and shall pay over the net income to the Grantors or shall apply the same for the benefits of Grantors, in convenient installments, but at least quarterly, unless the Grantors direct by written instrument that the net income earned by this Trust shall be accumulated and reinvested as part of the Trust Estate; provided, however, that such written instrument shall not restrict the power of the Trustee granted below under the following paragraph, unless it does so by specific reference.

(b) Principal Distributions: In addition, the Trustee, during the lifetimes of the Grantors, is hereby authorized, at any time or from time to time, at the request of either Grantor or in the Trustee's absolute discretion, to: (i) pay to the Grantors for Grantors' use, care, support, maintenance or general welfare, or to apply for any such purposes any part or all of any of the assets comprising the Trust Estate, and (ii) to pay to, or on behalf of, the Grantors the amount of any and all taxes, state, county or federal or otherwise, caused by the sale or possession of any of the assets comprising the Trust Estate under the laws of the State of _____ or the United States of America, or other appropriate laws, dealing with the taxation of tangible or intangible personal or real property which is part of the Trust Estate; (iii) pay to or for any other purpose or purposes, including, but not limited to, the support of Grantors' dependents, as the Trustee deems to be for the best interests of the Grantors, adding any undistributed income to principal.

(c) Incapacity or Disability and Medicaid/Medical Assistance:

1. Incapacity or Disability shall be established by a written statement from a licensed physician who is treating the party in question stating that such party is no longer able to handle his/her affairs. In the event that either Grantor is adjudicated to be incapacitated, or in the event that either Grantor is not adjudicated to be incapacitated, but by reason of illness, mental or physical disability, is in the opinion of the Trustee, unable to handle properly his/her own affairs, then, and in that event, the Trustee may, during the Grantors' lifetimes, in addition to the payments of income and principal for the benefit of the incapacitated or disabled Grantor, pay to or apply for the benefit of the other Grantor and the Grantors' children, such sums from the net income and from the principal of this Trust in such shares and proportions as in the Trustee's sole discretion the Trustee shall determine to be necessary or advisable from time to time for the use, care, support, health, maintenance or general welfare of the other Grantor and the Grantors' children taking into

consideration to the extent the Trustee deems advisable, any other income or resources of the other Grantor and the Grantors' children.

2. In the event that either Grantor is adjudicated to be incapacitated or disabled, or in the event that either Grantor is not adjudicated to be incapacitated or disabled, but by reason of catastrophic accident or illness, mental or physical impairment, is in the opinion of the Trustee, unable to handle properly his/her own affairs, then, and in any of such events and to the extent that the incapacitated, disabled or impaired Grantor may become eligible for state, federal government Medicaid/assistance or any private financial assistance , the Trustee shall divide equally the Trust estate into two separate Trusts, one for each of the Grantors, and the affected Grantor shall have as his/her separate property an irrevocable Trust from which only the income may be used by the Trustee for the benefit of the Grantor such affected. This division of the Trust estate shall be done so as to comply with state's Medicaid provision and this planning shall be done so as to preserve for the non-affected Grantor a portion of the Trust estate for his/her exclusive benefit.

3. Not withstanding the previous section, the Trustee may, during the Grantors' lifetimes, in addition to the payments of income only for the benefit of the incapacitated or disabled Grantor, pay to or apply for the benefit of the other Grantor and the Grantors' children, such sums from the net income and from the principal of this Trust, in such shares and proportions as in the Trustee's sole discretion, the Trustee shall determine to be necessary or advisable from time to time for the use, care, support, health, maintenance or general welfare of the other Grantor and the Grantors' children taking into consideration to the extent the Trustee deems advisable, any other income or resources of the other Grantor and the Grantors' children.

4. Definition of Disability: Disability shall mean any time during either Grantor's lifetime, that any Trustee hereunder receives a notice in writing signed by (1) the disabled Grantor's physician and, (2) either the other Grantor or another member of the disabled Grantor's immediate fami1y, indicating that said Grantor is too disabled to continue his/her involvement except as beneficiary in this Trust. Upon receipt of such notice, the disabled Grantor is relieved of all powers hereinabove reserved by the disabled Grantor in the disabled Grantor's individual or fiduciary capacity, such powers shall cease and terminate, and upon delivery of such notice to the Trustee, the Trustee shall continue to have those powers with respect to the Trust Estate given in this Trust Agreement.

5. Definition of Incapacity: Incapacity shall mean any period of time in which any Trustee hereunder is in possession of any of the following: (1) a court order, which such Trustee deems jurisdictionally proper and still currently applicable, holding either Grantor to be legally incapacitated to act in his/her own behalf or appointing a guardian of his/her person and/or property to act for him/her; (2) duly executed, witnessed and acknowledged written certificates at least one of which is unrevoked, of two licensed physicians (each of whom represents that she/he is certified by a recognized medical board), each certifying that such physician has examined said Grantor and has concluded that, by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, said Grantor had, at the date of the written certificate, become incapacitated and is unable to act rationally and prudently in his/her own best interests; or (3) evidence, which such Trustee deems to be credible and still currently applicable, that said

Grantor has disappeared, is unaccountably absent, or is being detained under duress where she/he is unable, effectively and prudently, to look after his/her own financial best interests. Upon receipt of such notice, the disabled Grantor is relieved of all powers hereinabove reserved by the disabled Grantor in the disabled Grantor's individual or fiduciary capacity, such powers shall cease and terminate, and upon delivery of such notice to the Trustee, the Trustee shall continue to have those powers with respect to the Trust Estate given in this Trust Agreement.

6. Anytime a written notice as set forth in Article II, Section (2.2), Paragraph (c), subparagraph 1 is required to be given to the Trustee, or, anytime that evidence as set forth in Article II, Section (2.2), Paragraph (c), and Subparagraph 2 comes into the possession of the Trustee, then, in such event, if the Trustee is also the incapacitated or disabled Grantor, the provisions of Article II, Section (2.2), Paragraph (c) shall be equally valid and effective if said written notice or said evidence is delivered to or in the possession of the Successor Trustee herein.

(d) Separate Bank Account: While Grantors are living, the Trustee is authorized to maintain a checking and/or savings account in such bank(s) and savings and loan association(s) as the Grantors direct, and to deposit into such account(s) all net income or principal funds from the Trust Estate as may become payable from time to time to the Grantors under the terms of this Trust. The Grantors reserve the right and are authorized at any time and at all times to withdraw by check or otherwise from said bank(s) and savings and loan association(s) against Grantors' account, signed in Grantors' names, and every check and savings withdrawal so drawn and presented for payment shall be charged to and paid from the account to the extent that the funds on deposit therein are sufficient to cover the checks and withdrawals. The account shall be considered at all times as part of the Trust Estate and upon the death of the last of the Grantors to die, any funds remaining in that account shall be added to the principal of the Trust Estate to be held, administered and distributed in accordance with the provisions applicable subsequent to the death of the last Grantor to die.

ARTICLE III
ADMINISTRATION UPON DEATH OF FIRST GRANTOR

Upon the death of a Grantor, the Trustee shall have the following duties and shall dispose of the Trust Estate in the following manner:

3.1 COLLECTION OF PROCEEDS AND POLICIES

(a) The Trustee shall collect the proceeds, income and returns of the Trust Estate.

(b) The Trustee shall have full authority to take any action in regard to the collection of the proceeds of any insurance policies in which the Trust is named beneficiary, that the Trustee deems best and to pay the expense thereof out of the Trust Estate; but the Trustee shall not be required to enter into or maintain any litigation to enforce payment of such policies until the Trustee shall have been financially protected or indemnified to the

Trustee's satisfaction against all expenses and liabilities to which the Trustee might in the Trustee's judgment be subjected by any such action on the Trustee's part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, that the Trustee may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittances and full discharge of all their liabilities under such policies.

(c) No insurance company whose policy or policies shall be deposited hereunder and who shall make payments of the proceeds thereof to the Trustee shall be required to inquire into or take notice of any of the provisions of this Trust Agreement or to see to the application or disposition of the proceeds of such policies, and the receipt of the Trustee to any such insurance company shall be effectual to release and discharge it for any payment so made and shall be binding upon the beneficiaries of the Trust hereby created.

3.2 COORDINATION WITH DECEASED GRANTOR'S ESTATE

(a) Upon the death of a Grantor, the Trustee may, in the Trustee's sole discretion exercise one or more of the following in order to meet the debts, expenses and taxes of the deceased Grantor's estate:

1. Pay from the Trust Estate any part or all of the claims and debts of the deceased Grantor's estate, including but not limited to expenses of last illnesses, funeral expenses and marker, the cost of packing, shipping and insuring the delivery of any Trust assets, as well as lawful debts, together with all estate, inheritance, succession and other death taxes (including interest and penalties thereon, if any) and/or all or part of the costs of the administration of the deceased Grantor's estate;

2. Lend to the deceased Grantor's estate sufficient funds upon such terms as to security, rate and maturity and in other respects as the Trustee shall deem advisable to pay all or a portion of the above claims and debts (such loan need not be secured if in the Trustee's opinion it is in the best interests of the beneficiaries of the Trust not to obtain security in light of the overall objectives and requirements of the beneficiaries, the Grantors and the deceased Grantor's estate);

3. Acquire by purchase, exchange or otherwise, sufficient assets from the deceased Grantor's estate to provide such estate with sufficient cash to pay the above claims and debts, even though such property may not be of the character prescribed by law or by the terms of the Trust Agreement for the investment of other Trust funds, and although acquisition of such property may result in a *large* percentage of the Trust Estate being invested in one class of property, and without liability for loss or depreciation, except for willful or gross neglect, to retain such property so acquired so long as the Trustee shall deem it advisable.

(b) After providing for the foregoing, the Trustee shall distribute to the deceased Grantor's Personal Representative or directly to the respective beneficiary, as the Personal Representative may direct, outright and free of Trust, any cash devises the Grantor has made in his/her Will (or any Codicil thereto)

(c) The Trustee shall also deliver to the deceased Grantor's Personal Representative any property in the Trust which is effectively devised by the deceased Grantor's Will if any.

(d) All such payment(s) made under Paragraph (a) or (b) above (including any Trustee's fees incurred by reason of such payments) shall be charged generally against and made from the Trust Estate.

(e) Even though one or more of the same persons or the same institution or both may be acting as the Trustee and as one of the deceased Grantor's Personal Representative, the Trustee is authorized to rely conclusively upon the Personal Representative's certification of (1) estimation for all death taxes imposed upon the deceased Grantor's estate, (2) the amount, if any, required to satisfy any claims and debts of the deceased Grantor's estate, and (3) the amount, *if* any, required to satisfy the cash devises made by the deceased Grantor in his/her Will. The Trustee shall have no duty to (1) determine the accuracy or propriety of any amount or sum so certified; (2) see to the application of any sum paid, or other property delivered, to the deceased Grantor's Personal Representative; or (3) withhold distribution of any asset, except as may be limited by other sections of this Trust.

(f) The Trustee is authorized in the Trustee's sole discretion to charge the payments for administrative costs described herein totally to the income of the Trust or Trust share responsible for such payments, totally to the principal of the Trust or Trust share or partially to each.

ARTICLE IV
DISTRIBUTION UPON DEATH OF THE FIRST GRANTOR[4]

[4] If you choose to establish a children Trust that is compatible with the Shari'ah you need to do the following to this Article:
- Change the number of 4.1(c)to become 4.1(d)
- insert anew:

4.1(c): Distribution to minor children of the first to die Grantor

If the deceased Grantor is survived by a minor child, a child under any other legal disability, or a child who is not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability is, in the Trustee's judgment, unable to manage the distributed property properly, the distribution of the shares of such children in accordance to the Schedule of Mawarith shall be transferred to a Children Trust.

- Also add:

4.5.a.4: Distribution to minor children upon the death of the surviving Grantor

If the last to die Grantor is survived by a minor child, a child under any other legal disability, or a child who is not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability is, in the Trustee's judgment, unable to manage the distributed property properly, the distribution of the shares of such children in accordance with the Schedule of Mawarith shall be transferred to a Children Trust.

- Then, replace Article V with the following:

ARTICLE V

4.1 Upon the death of the first Grantor to die:

(a) If one half of the value of the Trust estate does not then exceed the amount of the federal and/or state estate tax exemption, the Trustee shall distribute one half of the Trust estate in accordance with the Schedule of Mawarith given in Exhibit B attached to this instrument. The Trustee shall also distribute one half of the estate if he/she was unable to

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CHILDREN TRUST

The Trustee shall hold all properties allocated to the Children Trust, in implementation of Sections 4.1(c) and 4.5.a.4 in an autonomous Trust called the Children Trust. This Children Trust shall be divided into sub-Trusts one for each of the children in which the properties of each child shall be held. The Trustee shall manage, administer and distribute properties and income of the Children Trust and its sub-Trusts in accordance with the provisions of this instrument.

5.1. Children Trust

The property allocated to the Children Trust shall be held, administered, and distributed according to the following terms and conditions:

(a) Shares of our grandchildren: If at the time of death of the either Grantor, she/he is inherited by grandchildren or great grandchildren on whom the description given in Sections 4.1(c) and 4.5.a.4 applies, their shares must be allocated to the Children Trust as if they were our children.

(b) Issue of deceased children: Upon creation of the Children Trust, the trustee shall maintain the distribution of the properties and income of the Children Trust in the same proportion as distributed in accordance with the Schedule of Mawarith. Should any child die before her/his property is distributed to her/him, her/his share in the Children Trust should be distributed to her/his own heirs in accordance with the Schedule of Mawarith and Article VIII of this instrument.

(c) Discretionary Payments of Income and Principal of Individual sub-Trusts. At any time or times during the term of the individual trust to be created for each then-living child of the Grantors or any minor issue, the Trustee shall pay to or apply for the benefit of the child so much, or all, of the net income and principal of the trust as the Trustee deems proper for the health, education, support, and maintenance of the child. In exercising discretion, the Trustee shall give the consideration that the Trustee deems proper to all other income and resources then readily available to the child for use for these purposes that are then known to the Trustee. All decisions of the Trustee regarding payments under this subparagraph, if any, are within the Trustee's discretion and shall be final and incontestable by anyone. Any net income not expended under the foregoing provisions of this subparagraph shall be accumulated and added to the principal of the individual trust.

(d) Distribution of Individual Trusts. When a child reaches the age of 18 years, the Trustee shall distribute to the child 100% of the property then subject to the child's individual trust including all income then accrued but uncollected and all net income then remaining in the hands of the Trustee free of trust. The individual trust shall terminate when the child reaches the age of 18 years, or the death of the child, whichever occurs first. If the trust terminates upon the child reaching the age of 18 years, the Trustee shall pay over and deliver all the remaining undistributed balance of the property subject to the trust (including all income then accrued but uncollected and all net income then remaining in the hands of the Trustee) to the child outright and free of trust. If the trust terminates upon the death of the child, the Trustee shall pay over and deliver all the remaining property subject to the trust (including all income then accrued but uncollected and all net income then remaining in the hands of the Trustee) to the then heirs of the child in accordance with the Schedule of Mawarith and Article VIII of this instrument. If a child has already reached the age of 18 years when the Children's Trust is divided into individual sub-Trusts, then upon making the division, the Trustee shall distribute to this child 100% of the child's share of the principal of the Trust including all income then accrued but uncollected and all net income then remaining in the hands of the Trustee free of trust.

obtain the consent mentioned in Section 4.1(c) (*change into d if you use footnote No. 4*) below, even if the one half exceeds the maximum exemption.

(b) Whenever a distribution is to be effected upon the death of the first to die Grantor, if the Trustee believes that the principal and income of the share of the surviving Grantor in the Trust assets plus her/his share of inheritance from the deceased Grantor's estate is not sufficient to provide the surviving Grantor with adequate resources to maintain her/his standard of living, the Trustee has the right to withhold distributions to the children of the surviving Grantor and to transfer such withheld shares to Trust B as given in this Article IV unless the Trustee, to her/his discretionary satisfaction, is provided by the surviving Grantor's children with a written statement of acknowledgement of full financial responsibility of the surviving Grantor's maintenance, health and other living expenses to the standard she/he is accustomed to and within the limits of the financial abilities of the surviving Grantor's children. The statement of acknowledgement of full financial responsibility may be signed by one or more of the surviving Grantor's children.

If the surviving Grantor does not have children, such statement may then be signed by at least one of the male potential heirs of the surviving Grantor should she/he die at the time when distribution is to be effected. If such statement is not provided to the Trustee, he/she may withhold all shares of potential male heirs of the surviving Grantor from distribution and place them in Trust B as established in this Article IV.

Upon the death of the surviving Grantor any remainder of the properties and assets placed in Trust B in application of this Section 4.1(b) and their accrued income shall be distributed to the persons from whom shares were withheld or to their heirs, as then may be derived from the Schedule of Mawarith, in proportion to the shares withheld.

A statement of acknowledgement of financial responsibility is only supplemental to the surviving Grantor's own resources and cannot be used to impair, weaken or prejudice any right that may arise to the surviving Grantor in Medicare and/or any financial aid and support the surviving Grantor may be or become entitled to from any local, state or federal government or agency.

(c) If one half of the value of the Trust estate then exceeds the amount of the federal estate tax exemption, the Trustee shall, with written consent of the surviving Grantor and of all heirs of the deceased grantor who are entitled to distribution according to the Schedule of Mawarith, hold the balance of the Trust Estate for the following uses and purposes:

4.2 UNIFIED CREDIT EQUIVALENT DISTRIBUTION[5]

Upon the death of the first Grantor, the Trustee shall place into a separate and distinct Trust, called Trust B, the largest amount, with a maximum of one half of the Trust estate, needed to permit the deceased Grantor's estate to use in full any estate tax unified credit which has not been claimed by the deceased Grantor for distributions made during the deceased Grantor's lifetime. Such amount shall be reduced by (a) the value of any property devised by the foregoing Articles of this Trust and any property passing outside this Trust,

[5] This section is only for estates that are large enough to benefit from the marital deduction of federal estate tax. If the estate is small you can delete this section unless it is used in application of Section 4.1(b).

which shall be included in the value of the first Grantor's gross estate (net of any indebtedness in respect of that property which shall reduce the deceased Grantor's taxable estate) and for which no deduction is allowable for purposes of the Federal estate tax, and (b) any charges to principal for which a deduction is not allowed for purposes of the Federal estate tax. This Trust B is disposed of as hereinafter provided.

4.3 MARITAL DEDUCTION

(a) After funding Trust B the remainder of the Trust Estate shall, as of the date of the deceased Grantor's death, be placed into a separate and distinct Trust fund. Such Trust shall be known as "Trust A".

In making the computations to determine any amount hereunder, the final determination of values for federal estate tax purposes shall control.[6]

(b) The Trustee shall have the power and the sole discretion to set aside this Trust wholly or partly in cash or in kind, and to select the assets that shall constitute this Trust's estate. Notwithstanding anything to the contrary contained herein, the property transferred to "Trust A" shall not include property or the proceeds of any property which is included in the deceased Grantor's gross estate for federal estate tax purposes, or which would not qualify for the Marital Deduction allowable in determining the federal estate tax on the deceased Grantor's estate or which is includable in the deceased Grantor's gross estate for federal estate tax purposes and also subject by reason of the deceased Grantor's death to any inheritance tax, transfer tax, estate tax, or other duty in any *foreign* country, state, province or other political subdivision thereof, or deemed to be income in respect of a decedent for the purposes of the federal income tax or United States treasury bonds eligible for redemption at par in payment of federal estate taxes, except that property described in this Paragraph may be allocated to "Trust A" to the extent that other property of the Trust estate which does qualify for the Marital Deduction is not sufficient to fund *"Trust* A" in full. None of the powers granted to the Trustee shall be exercised in such a manner as to disqualify "Trust A" or any part thereof from the Marital Deduction allowable in determining the federal estate tax on the deceased Grantor's estate. The Marital Deduction referred to herein is the deduction allowed in determining the federal estate tax for property passing to a surviving spouse under the Internal Revenue Code of 1986, as amended, in effect at the date of the deceased Grantor's death, presently 'Section 2056 thereof,. The Marital Deduction shall carry with it, as income and not as principal, its proportionate part of the net income of the deceased Grantor's estate from the date of the deceased Grantor's death.

To the extent possible, the Trustee, shall not allocate to "Trust A", stocks in or shares of a corporation which may qualify for redemption pursuant to Section 303 of the Internal Revenue Code of 1986, as amended from time to time.

[6] If the surviving spouse is not expected to be US citizen at the time of establishing the A/B Trusts a Qualified Domestic Trust with a Citizen Co-Trustee is needed to benefit from the marital deduction. Consult your estate planning lawyer. However necessary wording is provided in Section 4.5(b) 7.

The Personal Representative shall not include in "Trust A" any assets or the proceeds of any assets with respect to which any tax credit or deduction shall be available because such assets or the proceeds thereof shall be subject to both federal estate and income taxes.

Notwithstanding any provision in this Trust to the contrary, any duty or power, including discretionary powers, imposed upon or granted to the Trustee shall be absolutely void to the extent that the right to perform such duty or exercise such power or the performance or exercise thereof would in any way cause the deceased Grantor's estate to lose all or any part of benefit of the marital deduction provisions under either Federal or state laws as such marital deduction as computed hereunder.

(c) This Trust A shall be held, administered and disposed of as follows:

1. The Trustee shall pay the entire net income from "Trust A" to or for the benefit of the surviving Grantor annually in quarterly or more frequent installments during his/her lifetime. The word "income" for the purposes of this subparagraph shall have the same meaning as used in the federal estate tax laws with reference to the marital deduction now in effect or as may be hereinafter changed by amendments or substitutions thereto.

2. In addition, the Trustee shall pay to or for the surviving Grantor's benefit such sums from the principal of "Trust A" as in the sole discretion of the Trustee shall be necessary or advisable from time to time for his/her health, education, maintenance and support, taking into consideration all other income available to the surviving Grantor for such purposes from all sources known to the Trustee, and the standard of living to which she/he was accustomed during the deceased Grantor's lifetime.

3. In addition to the above and until the death of the surviving Grantor, she/he shall have the right, in any calendar year (including the year of the deceased Grantor's death), to withdraw *from* the principal of the "Trust A" an amount which is not in excess of $5,000.00.

4. Upon the death of the surviving Grantor, the Trustee shall pay and distribute such part or all of the principal of "Trust A" as it may then exist and any accrued or unpaid income to or for such person or persons as indicated in the present instrument and its amendments from time to time and to or for the heirs of the surviving Grantor as indicated in the Schedule of Mawarith and the Islamic inheritance system in general.

(d) Notwithstanding anything herein to the contrary, if the value of "Trust A" is less than $100,000.00 on (a) the date as of which it shall have become fully funded or (b) on any subsequent date as of which it shall be valued, the Trustee shall, in the case of clause (a), or may, in the Trustee's absolute discretion, in the case of clause (b), transfer, convey and pay over "Trust A" to the surviving *Grantor.*

4.4 DISCLAIMER

(a) It is hereby provided that the surviving Grantor may at any time within nine (9) months from the date of the deceased Grantor's death disclaim, as to a part or the whole of the assets as may be allocated to "Trust A". The assets as to which any disclaimer is

declared shall be added to and become a part of the "Trust B" hereinafter created, subject, however, to all provisions of this subparagraph. Any disclaimer shall comply with the requirements of Section 2518 of the Internal Revenue Code of 1986, as amended. Nothing herein shall be *construed* as prohibiting any type or form of disclaimer which might be legally effective under the laws of the state or commonwealth having jurisdiction of the probate of the deceased Grantor's Will, whether such disclaimer shall be in whole or in part.

(b) In the event that the surviving Grantor, dies within nine (9) months after the deceased Grantor's death without having disclaimed any rights as described above, his/her Personal Representative may file a disclaimer on behalf of him/her and his/her estate as to such part or all of "Trust A" as his/her Personal Representative may specify and in such event the Trustee shall add the property and income affected thereby to the principal of the "Trust B" to be held and disposed of in accordance with the terms thereof. However, when the assets in Trust B are distributed, any assets disclaimed after the death of the surviving Grantor and their accrued income shall be distributed only to the heirs of the surviving Grantor who existed on the day of her/his death as they are determined by the Schedule of Mawarith.

4.5 "TRUST B" PROVISIONS

(a) This Trust shall be held, administered and disposed of as follows:

1. Until the death of the first-to-die Grantor if the assets and income of the Trust A are not sufficient to maintain and support the surviving Grantor, the Trustee shall pay any amount needed to supplement his or her living expenses out of the net income from the "Trust B" to or for the surviving Grantor and shall pay to him/her, or for his/her benefit, such amount or amounts of the principal thereof as the Trustee may, from time to time, in the Trustee's sole discretion, deem necessary or advisable for his/her health, education, support or maintenance. Such health, education, support or maintenance shall include, but not be limited to, medical, surgical, hospital and other institutional care, as well as education, having in mind the standard of living and the charitable giving to which the surviving Grantor had been accustomed and the income or principal that may be available from other sources. The surviving Grantor knows very well Allah's commands and shall make from this Trust B annual exclusion gifts to our children and grandchildren in accordance with the Islamic Shari'ah.

2. Additionally, upon the death of the first Grantor to die and until the death of the surviving Grantor, the surviving Grantor shall have the right, in any calendar year, (including the year of the death of the first Grantor to die), to withdraw from the principal of the "Trust B" an amount which is not in excess of $5,000.00.

Such right of withdrawal shall be exercised in each case by the surviving Grantor notifying the Trustee in writing to that effect, specifying the cash or assets at current market value which she/he desires to withdraw; and promptly thereafter the Trustee shall make such distribution to the surviving Grantor. Such right of withdrawal shall be non cumulative.

3.

i. Upon the death of the surviving Grantor, the Trustee shall, out of Trust A, pay all expenses, taxes, debts and any other payments due on Trust A. She/he shall also collect all revenues and other dues that belong to the two Trusts A and B. The Trustee shall also do the same for Trust B.

ii. The Trustee shall then distribute out of the remainder, in Trust B the proportional shares that belong to heirs of the first Grantor to die that was added to Trust B in application of Section 4.1(b), after deducting funds spent on the surviving Grantor; this amount shall be distributed to the surviving persons from whom it was withheld and to the heirs of the persons from whom it was withheld.

iii. The Trustee shall also distribute, out of Trust B, to the heirs of the last to die Grantor alone, the amounts and properties (plus their revenues, minus funeral and burial expenses of the last to die Grantor and any taxes and expenses that belong to these amounts and properties) disclaimed by the Personal Representative of the surviving Grantor after his/her death as stated in Section 4.4(b).

iv. The Trustee shall then, immediately and in accordance with the Schedule of Mawarith, pay and distribute outright and free of Trust all the rest of the remainder of Trust B to the surviving heirs who were entitled for distribution as on the day of the death of the first-to-die Grantor and to the surviving heirs, in accordance with the Schedule of Mawarith, of the deceased heirs who were entitled for distribution on the day of the death of the first-to-die Grantor but they died before the distribution.

v. And, the Trustee shall, immediately and in accordance with the Schedule of Mawarith, pay and distribute outright and free of Trust all the remainder of Trust A to the heirs who were entitled for distribution as on the day of the death of the surviving Grantor and to the surviving heirs, in accordance with the Schedule of Mawarith, of the deceased heirs who were entitled for distribution on the day of the death of the surviving Grantor but they died before the distribution. This distribution shall at each time be in accordance with the Schedule of Mawarith.

(b) Other provisions relating to the "Trust B": The following provisions shall apply to the "Trust B" created hereunder, and to each share thereof:

1. Minors and Disabled: In case the income or any discretionary payment of principal from the "Trust B" or any share thereof becomes payable to a minor, or to a person under legal disability, or to a person not adjudicated incapacitated, but who, by reason of illness or mental or physical disability, is in the opinion of the Trustee, unable to administer properly such amount, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (i) directly to such beneficiary; (ii) to the legally appointed guardian or conservator of such beneficiary; (iii) to some relative or friend for the care, support, and education of such beneficiary; (iv) by the Trustee, using such amounts directly for such beneficiary's care, support and education.

2. Spendthrift provision: No disposition, charge, or encumbrance of either the income or principal of any of the separate shares in Trust or any part thereof, by any beneficiary hereunder by way of anticipation shall be of any validity or legal effect *or* be in anywise regarded by the Trustee, and no such income or principal, or any part, shall in anywise be liable to any claim of any creditor for any such beneficiary except in those cases where the Trustee, in the Trustee's sole discretion, approves the credit extended and the assignment of the beneficiary's interest hereunder as collateral therefor. In exercising such discretion, the Trustee shall ascertain whether or not it would appear to be in the best interest of the beneficiary that credit be accepted and collateral given.

3. Accrued income: Any Income accrued or undistributed at the termination of any estate or interest under this Trust or any share thereof, shall be paid by the Trustee as distribution to the persons entitled to the next successive interest in the proportions directed in the Schedule of Mawarith.

4. Gifts during lifetime:

a. Gifts of real or personal property, tangible or intangible, which Grantors may make during Grantors' lifetimes, if any, before or after the execution of this Trust, to any person, shall not be deemed to be an advancement or a satisfaction to be applied to any share of any beneficiary of this Trust, and shall not be taken into account in connection with the "Trust B".

b. Gifts made from the Trust during Grantor's lifetime shall be distributed to Grantor and not to Grantor's donee.

5. Protection against perpetuities: No Trust or Trust share herein created, or attempted to be created, shall fail, in whole or in part, by reason of the rule against perpetuities. To that end:

a. Each and every power granted herein is severable one from the other; each and every Trust or Trust share is severable from the other; and all powers granted to each Trust or Trust share are severable powers granted as to any other Trust. No valid Trust shall fail by reason of its relationship to an invalid contingency; and into each invalid provision, if any, there shall be read and construed the provision that in any event title to such Trust portion shall vest within twenty-one (21) years after the death of the last to die of Grantors' children living at the death of Grantor and every other beneficiary named herein then living.

b. Unless sooner terminated as otherwise herein provided, each Trust for a beneficiary hereunder shall terminate twenty-one (21) years after the death of the last to die of Grantors' children living at the death of the last Grantor to die and every other beneficiary named herein then living, and thereupon the principal of the Trust or Trust share and any undistributed net income shall be distributed to the beneficiary free of Trust.

6. The Trustee is authorized to equalize the tax treatment given each child or beneficiary due to this Trust being potentially complex in nature and subject to the throwback rules of the Internal Revenue Code of 1986, as amended. Such equalization of tax

treatment shall be in the sole discretion of the Trustee and the Trustee's decision shall be final.

7. Qualified Domestic Trust[7]:

7.1 If the surviving Grantor is not a citizen of the United States at the deceased Grantor's death the following provisions shall apply and shall supersede any conflicting provisions set forth in this Article or elsewhere in this instrument:

(a) One Trustee Must Be Citizen or Domestic Corporation. At all times during the Trust term, at least one Trustee of the Trust shall be an individual citizen of the United States or a domestic corporation.

(b) If the surviving Grantor is a non-citizen of the United States, then that person shall not serve as sole Trustee but shall serve as co-Trustee along with the successor Trustee under the terms of the Trust, if that successor Trustee is a United States citizen or a domestic corporation. If either (i) the designated successor Trustee is not a citizen of the United States, or (ii) all appointments for successor Trustee have been exhausted, then the surviving Grantor or any potential beneficiary of the Trust shall petition the court to appoint an individual citizen of the United States or a domestic corporation as successor co-Trustee to serve along with the non-citizen co-Trustee. If the surviving Grantor was to have become the sole Trustee but for the foregoing provisions of this section, and if she/he becomes a citizen of the United States after appointment of another co-Trustee pursuant to the foregoing provisions, then, after providing written notice to that other co-Trustee, the surviving Grantor, if she/he so chooses, may remove the other co-Trustee and become the sole Trustee.

(c) Right of Citizen Trustee or Domestic Corporate Trustee to Withhold Tax on Distributions. No distribution (other than a distribution of income) may be made from the Trust unless the Trustee that is an individual citizen of the United States or a domestic corporation has the right to withhold from any distribution the tax imposed by Internal Revenue Code Section 2056A on such distribution. The Trustee that is an individual citizen of the United States or a domestic corporation is hereby granted the right to withhold from any Trust distributions any tax imposed by Internal Revenue Code Section 2056A on those distributions.

(d) Trust to Comply With Treasury Regulations. The Trust shall at all times meet such requirements as the Secretary of the Treasury may by regulations prescribe to ensure the collection of any tax imposed by Internal Revenue Code Section 2056A(b). The Trustee shall have authority to take such action as is required to conform to the regulations.

(e) Executor to Make Election. The deceased Grantor's Executor shall make an election as required by law such that Internal Revenue Code section 2056A(a) will apply to the Trust.

[7] Drop and delete this Section of the Article if the Trustees are citizen of the USA.

(f) Intention to Create "Qualified Domestic Trust". It is the Grantors' intention that if the surviving Grantor is not a citizen of the United States at the deceased Grantor's death, the Trust qualify for the federal estate tax marital deduction by satisfying the requirements for a "qualified domestic Trust," as defined in Internal Revenue Code Section 2056A(a). If it is necessary that any additional provisions of the Power of Appointment Trust be amended to carry out this intention, the Trust shall be considered to include such amendments.

(g) Section Inapplicable If Surviving Grantor Is Resident Who Becomes Citizen Before Filing of Estate Tax Return. This section shall not apply if, pursuant to Internal Revenue Code Section 2056(d)(4), (i) the surviving Grantor becomes a citizen of the United States before the day on which the federal estate tax return for the estate is filed, and (ii) the surviving Grantor is a resident of the United States at all times after the date of the deceased Grantor's death and before becoming a citizen of the United States.

(h) Effect of Surviving Grantor Becoming Citizen After Filing of Estate Tax Return. If the surviving Grantor becomes a citizen of the United States after the date on which a federal estate tax return for the estate is filed or required to be filed, then, upon becoming a citizen, the surviving Grantor may become sole Trustee of the Trust and any other person then serving as Trustee in order to meet the "qualified domestic Trust requirements" shall, upon receipt of written notice by the surviving Grantor, resign as Trustee. The foregoing shall apply only if the requirements of Internal Revenue Code §2056A(b)(12) are met, including, without limitation, the following:

(i)The surviving spouse must have been a resident of the United States at all times between the date of the deceased spouse's death and the date on which citizenship was obtained, and

(ii)Either no qualified domestic Trust tax was imposed before the surviving Grantor became a citizen or the surviving spouse elected to treat any taxable distribution from the qualified domestic Trust as part of his/her tax base for determining the rate of gift and estate tax on future transfers by the surviving Grantor.

7.2. Inapplicability of Provisions. This Section 4.5 (b)7 shall be of no effect if either:

(a)Before the deceased Grantor's death, Internal Revenue Code Section 2056 is amended such that the citizenship of the surviving Grantor does not affect whether the estate can qualify for the marital deduction, or

(b)Because of the applicable tax rates then in effect, the size of the estate and/or other variables, there would be no imposition of federal estate tax with respect to the estates of either the deceased spouse or the surviving spouse, if the surviving spouse had died 90 days following the death of the surviving spouse.

ARTICLE V
DISTRIBUTION TO A MINOR OR A PERSON UNDER DISABILITY

Whenever the Trustee is directed to make payments to or distribute Trust property, estate or income to a minor, a person under any other legal disability, or a person not adjudicated to have limited legal capacity but who, by reason of illness or mental or physical disability, is in the Trustee's judgment unable to manage the distributed property properly, the Trustee may, in the Trustee's discretion, make the payment or distribution to:

(a) The beneficiary directly.
(b) A biological parent with whom the minor lives
(c) A legally appointed guardian or conservator of the beneficiary's person or estate.
(d) A custodian for the minor beneficiary under any applicable Uniform Transfers or Gifts to Minors Act to hold for the beneficiary until age 18. If no custodian exists for receipt of property under any applicable Uniform Transfers or Gifts to Minors Act, the Trustee may designate a custodian to receive the property.
(e) A third party for the benefit of the beneficiary; or
(f) An adult relative or friend in reimbursement for amounts properly advanced for the beneficiary's benefit.

No distribution under this instrument to or for the benefit of a minor beneficiary shall discharge the legal obligation of the beneficiary's parents to support him/her in accordance with the laws of the state of the parents' domicile from time to time, unless a court of competent jurisdiction determines that this distribution is necessary for the minor's support, health, or education.

However, the Trustee, at her/his own discretion, may permit the beneficiary's parent to use such distributions for the minor's support, health, education and maintenance.

In addition to or instead of any of the foregoing options, the Trustee may retain such beneficiary's share as a continuing Trust. Undistributed income shall be added to principal. The Trustee shall pay to or apply for the benefit of the beneficiary as much of the income and principal of the beneficiary's Trust estate as the Trustee, in the Trustee's sole discretion, considers necessary for the health, education, support and maintenance of the beneficiary, taking into account other resources of the beneficiary reasonably available for these purposes. When the beneficiary reaches age 18, the beneficiary's share of the Trust shall be distributed to the beneficiary, free of Trust.

ARTICLE VI
POWERS AND DUTIES OF TRUSTEE

6.1 INVESTMENTS

(a) The Trustee or any Successor Trustee of each Trust established hereunder shall have the continuing, absolute, discretionary power to deal with any property, real or personal, held in such Trust(s). Such power may be exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of the actions of the Trustee. The Trustee shall not be limited to the type and character of investments in which the Trustee may invest the funds of this Trust, so long as the Trustee uses reasonable prudence

and judgment in the selection of investments. The Trustee shall have the following specific powers and authority, in addition to, and not by way of limitation of, the powers provided by law:

1. To pay any due Zakah on the estate of the living Trust, Trust B and Trust A when it becomes due in accordance with Shari'ah.

2. To retain such property for any period, whether or not the same be of the character permissible for investments by fiduciaries under any applicable law, and without regard to any effect the retention may have upon the diversification of the investments.

3. To sell, transfer, exchange, convert or otherwise dispose of, or grant options with respect to any security or property, real or personal, held as part of the Trust estate, at public or private sale, with or without security, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credits and conditions as the Trustee may deem advisable.

4. To invest and reinvest in common Trust funds, common stocks, preferred stocks, bonds, options, securities, mutual funds, money market funds, or other liquid asset funds maintained by brokerage houses and other financial institutions, and other property, real or personal, foreign or domestic, whether or not such investments be of the character permissible for investments by fiduciaries under any applicable law, and without regard to the effect any such investment or reinvestment may have upon the diversity of the investments. This includes, but is not limited to, short sales, buying on margin, maintaining margin accounts and pledging any securities as security for loans and advances made to the Trustee.

5. To render liquid the Trust Estate or any Trust created hereunder, in whole or in part at any time or from time to time, and hold cash or readily marketable securities of little or no yield for such period as the Trustee may deem advisable.

6. To lease any property beyond the period fixed by statute for leases made by a Trustee and beyond the duration of the Trust Estate or any Trust created hereunder.

7. To join in or become a party to, or to oppose, any reorganization, readjustment, recapitalization, foreclosure, merger, voting Trust, dissolution, consolidation or exchange, and to deposit any securities with any committee, depository or Trustee, and to pay any and all fees, expenses and assessments incurred in connection therewith, and to charge the same to principal; to exercise conversion, subscription or other rights, and to make any necessary payments in connection therewith, or to sell any such privileges.

8. To vote in person at meetings of shareholders, or any adjournment of such meetings, or to vote by general or limited proxy with respect to any shares of stock or other securities held by the Trustee.

9. To hold securities or real property in the name of a nominee without indicating the Trust character of the holding or unregistered or in such form as will pass by delivery.

10. To pay, compromise, compound, adjust, submit to arbitration, sell or release any claims or demands of the Trust Estate, or any Trust created hereunder, against others or of others against the same as the Trustee may deem advisable, including the acceptance of deeds of real property in satisfaction of bonds and mortgages, and to make any payments in connection therewith which the Trustee may deem advisable.

11. To borrow money, without indulging in any prohibited interest-based transactions, for any purpose from any source including the Trustee or any other fiduciary at any time acting hereunder, and to secure the repayment of any and all amounts so borrowed by mortgage or pledge of any property.

12. To possess, manage, insure against loss by fire or other casualties, develop, subdivide, control, partition, mortgage, lease or otherwise deal with any and all real property; to satisfy and discharge or extend the term of any mortgage thereupon; to execute the necessary instruments and covenants to effectuate the foregoing powers, including the giving or granting of options in connection therewith; to make improvements, structural or otherwise, or abandon the same if deemed to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, water, rents, assessments, repairs, maintenance and upkeep of the same; to permit to be lost by tax sale or other proceeding or to convey the same for a nominal consideration or without consideration; to set up appropriate reserves out of income for repairs, modernization and upkeep of buildings, including reserves for depreciation and obsolescence, and to add such reserves to principal, and, if the income from the property itself should not suffice for such purposes, to advance out of other income any sums needed therefore, and, except in the case of a Trust for which the marital deduction is allowable in determining the federal estate tax payable by Grantors' estate, to advance any income of the Trust for the amortization of any mortgage on property held in the Trust.

13. To make distribution of the Trust Estate or of the principal of any Trust created hereunder in kind, and to cause any share to be composed of cash, property or undivided fractional shares in property different in kind from any other share.

14. To execute and deliver any and all instruments in writing which are deemed advisable to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity.

15. To invest any part of or all the principal of the Trust Estate in any common Trust fund, legal or discretionary, which may be established and operated by and under the control of the Trustee.

16. To allocate in the Trustee's sole discretion, in whole or in part, to principal or income, all receipts and disbursements for which no express provision is made hereunder, which allocation shall fully protect the Trustee with respect to any action taken or payment made in reliance thereon.

17. To divide in any Trust being held hereunder with an inclusion ratio, as defined in Section 2642(a) (1) of the Internal Revenue Code, as amended, of neither one nor zero into two separate Trusts representing two fractional shares of the property being divided, one

to have an inclusion ratio of one and the other to have an inclusion ratio of zero. If such division shall be made, all principal invasions shall first be made from that Trust having an inclusion ratio of one. Additionally, all estate or other transfer taxes (both federal and state) shall first be paid from that Trust having an inclusion ratio of one unless such payment shall constitute a constructive addition to the Trust with an inclusion ratio of zero, in which case such taxes shall be paid proportionately from each Trust.

(b) Notwithstanding anything herein to the contrary, the Trustee shall administer any and all Trusts created herein as separate and distinct, but commonly administered shares.

6.2 GRANTORS' INVESTMENT RIGHTS

Grantors do not reserve the right specifically to approve or disapprove of each and every Trust investment purchase or sale before it is made; however, the Grantors do reserve the right to elect, at any time and from time to time, to advise the Trustee and to direct the Trustee as to any investments the Grantors deem advisable for the Trustee to purchase or sell. Should the Grantors elect to exercise Grantors' rights to advise or direct the Trustee to purchase or to sell any investment, Grantors shall do so in writing; or, if that is not practical, Grantors shall, as soon thereafter as is practical, approve of the purchase or sale in writing, as requested or required by the Trustee. The Trustee is hereby specifically relieved of all liability for loss which may be occasioned by the purchase or sale of any asset of the Trust Estate when the Trustee has been directed or advised to make such purchase or sale by the Grantors, except for willful default or gross neglect; provided, however, that this Section shall not apply after the death of the surviving Grantor or during such time as both Grantors are deemed incapacitated or disabled under the terms of this Agreement.

6.3 TAX RETURNS

The Trustee shall furnish to a deceased Grantor's Personal Representative such information with respect to the Trust and the value of the assets as such Personal Representative may from time to time request for purposes of preparing all income and estate tax returns and such other information as may be required or requested during the audit process relating to such returns. The Trustee shall adjust its records to reflect the tax basis of each of the Trust assets as may be finally determined in the federal estate tax proceedings with respect to the deceased Grantor's estate.

6.4 LIMITATIONS ON TRUSTEE-BENEFICIARY

Notwithstanding anything herein to the contrary, no individual Trustee who is also a beneficiary hereunder shall have any right, power, duty or discretion hereunder concerning the "Trust B", if such right, power, duty or discretion conferred upon said Trustee under this Agreement is determined to be a general power of appointment under Section 2041 of the Internal Revenue Code of 1986, as amended, which would cause any assets of the "Trust B" to be included in the estate of said Trustee-Beneficiary at death. Any such right, power, duty or discretion with such effect shall be null and void with respect to said Trustee-Beneficiary.

6.5 COMPENSATION AND ACCOUNTING

(a) Any family member Trustee shall not be entitled to receive compensation for services rendered hereunder, but shall be reimbursed for all reasonable expenses incurred

in the management and protection of the Trust Estate. Any non-family member Trustee or Co-Trustee hereunder shall be entitled to reasonable compensation.

(b) The Trustee shall render to the beneficiary or beneficiaries then entitled to the income from the Trust, statements of account of receipts and disbursements as Trustee hereunder at least annually.

6.6 SURVIVING GRANTOR'S RIGHTS

The surviving Grantor shall at all times and in all events be permitted to require the Trustee either to make the property in "Trust A" productive or to convert it, within a reasonable time, to productive property.

ARTICLE VII
APPOINTMENT OF TRUSTEE

7.1 APPOINTMENT

Grantor hereby nominates and appoints Mr. _____(*husband*)_ and Mrs. __(*wife*)__ as Co-Trustees of this Trust. Each one of them is hereby empowered to act alone in the name of the Trust.

7.2 RESIGNATION

The Trustee hereunder, whether originally designated herein or appointed as Successor, shall have the right to resign at any time by giving thirty (30) days notice to that effect to the current income beneficiary (or beneficiaries) of the Trust.

7.3 APPOINTMENT OF SUCCESSOR

(a) Upon the resignation, discharge, incapacity or death of one of the initial Trustees, then the surviving and able initial Trustee shall serve as sole Trustee. Upon the resignation, discharge, incapacity or death of both initial Trustees, then our oldest surviving child[8] shall serve as Successor Trustee with the same power and authority as the initially appointed Trustees could have served, bond having been waived.

(b) Any Successor Trustee hereunder shall signify in writing acceptance of such appointment and shall possess and exercise all powers and authority herein conferred on the original Trustee, at such time as such, Successor Trustee has signified in writing acceptance of such appointment.

(c) Upon the resignation, discharge, incapacity or death of both initial Trustees and the initially appointed Successor Trustee, or the refusal of our oldest child to accept the appointment the next oldest child then surviving, shall serve as Successor Trustee with the same power and authority as the initially appointed Trustees could have served, bond having been waived, then the next child and so on. In case all of our children are exhausted as to serving as Trustees, the majority of beneficiaries may appoint any person or corporation as a

[8] This is optional. You can appoint any person or corporation as a trustee. When you appoint a natural person you may like to select a trustworthy, righteous young person, female or male.

successor Trustee, The duty of this so appointed Trustee shall be liquidation and termination of the Trust and distribution of its estate.

(d) In the event the surviving Grantor, while a beneficiary of this Trust, shall request the Trustee to resign, said Trustee shall resign without requiring any termination or similar fee, so that a Successor Trustee may be selected.

7.4 BOND

To the extent that any such requirement can be legally waived, no Trustee shall ever be required to give bond, to qualify or make accountings to any court or courts under the provisions of any existing or future statutes of the state of _____ or any other state or territory or to obtain the order or approval of any court in the exercise of any power or discretion herein given.

ARTICLE VIII
THE SCHEDULE OF MAWARITH (DISTRIBUTION OF ESTATE) AND CHARITABLE AND OTHER DISTRIBUTIONS

8.1 THE SCHEDULE OF MAWARITH

We, wife and husband, collectively and each one of us individually direct that the Schedule of Mawarith (the Islamic Distribution of the Estate) attached to this Living Trust as Exhibit B must be used as the only reference for the distribution of the residual and remainder of our estate, whether upon the demise of the first of us or the death of the surviving spouse as referred to in this Living Trust. This Schedule of Mawarith is an integral and essential part of this our Living Trust. Each section of the Schedule of Mawarith must exclusively be read to mean that the deceased is only survived by the relatives mentioned in the title of the case and in the relevant specific section and/or that all other relatives not mentioned in the title or the section must be disregarded.

8.2 OWNERSHIP OF ASSETS AND PROPERTIES

Unless a property is recorded in the sole name of one of us, we hereby declare and announce that one half of every thing _____(*wife*)_____ and _____(*husband*)_____ own or will own in this Trust and/or outside this Trust in both names together is in fact owned by _____ and the other one half is owned by _____. However, for the purpose of applying the Schedule of Mawarith, each and all properties that are recorded in the name of one of us alone shall be considered as owned by the spouse whose name is on the record regardless of whether such properties are within this trust or outside it and regardless of whether the owner and/or the property is/are in a community-property state or not.

Therefore when one Grantor dies, her/his one half of all properties recorded in both our names and all the properties recorded in the name of the deceased spouse become subject and due for distribution according to Exhibit B, unless placed in Trust B, and if we die simultaneously all the Trust estate becomes subject to distribution whereby the properties of each spouse shall be distributed to her/his heirs as stated in the Schedule of Mawarith.

8.3 EXCLUSION FROM DISTRIBUTION

We further direct the Trustee and any court of competent jurisdiction that:

a. Unless specifically mentioned in Section 8.5 of this Article any adopted, step or foster person, be it a child, a grandchild or any other person, who would otherwise be an heir of any one of us and any person born outside or before marriage, as defined in this instrument, and any person whose relationship to the deceased, whether ascending, descending or sibling has passed through any link outside marriage, or through adoption, step or foster relation shall be **excluded** from being considered an heir of any one of us or from becoming a beneficiary of this Trust and any and all distributions of its assets and estates and all and any other properties of us, and shall be treated as if he/she does not exist with regard to the determination of shares to children, grandchildren and other heirs. We hereby further order and direct that the discretionary decision of the Trustee in this regard must be taken as final, binding on all and shall not be challenged, contested or disputed by any means or in any court.

   The only exception of this exclusion is a person whose relation to the deceased goes through a biological mother even if it is out of wedlock.

b. If any of our children, grandchildren or any potential heir is non-Muslim or changes his/her religion to other than Islam or it becomes known about him/her that he/she does not perform the daily prayers or denies any of the basic tenets of the religion of Islam, i.e., what is known in the Islamic Law as “necessarily known as part of the Islamic religion”, that child, grandchild or potential heir shall not be a beneficiary and shall not be considered among the beneficiaries of any and all distributions of this Trust and any and all other properties we leave behind. All assets of this Trust and all properties we leave behind shall be distributed to other children, grandchildren and heirs according to the Schedule of Mawarith as if he/she never exists. We hereby order and direct that the discretionary decision of the Trustee in this regard be final, binding on all and shall not be challenged, contested or disputed by any means or in any court.

c. We also direct and order that no part of our estates shall be inherited by, or distributed to any non-Muslim person or relative whether he/she is a kin or in-law, spouse, parent, sibling, child, etc., except for those we personally named in Section 8.5 of this Article. We further direct that any non-Muslim relative be disregarded and disqualified in the application of the Schedule of Mawarith. We hereby order and direct that the decision of the Trustee in this regard, taken solely on her/his own discretion, **must** be considered final, binding on all and shall not be challengedcontested or disputed by any means or in any court.

d. Should either of us die as a result of murder, we direct and order that the adjured murderer, principal or accessory in the murder, as convicted in a court of law, shall be disqualified to receive any part of the murdered grantor’s estate in the Trust or outside it. Convicted principal or accessory murderers shall be disregarded as if they do not exist with regard to the distribution of the estate of the Grantor they murdered.

8.4 DISTRIBUTION TO GRAND CHILDREN FROM DECEASED CHILDREN

Should any of our children die before or simultaneously with the death of any one or both of us so that it is not determined who died before the other, we order and direct the Trustee to make the following distribution: If a deceased Grantor is survived by children of his/her deceased child(ren) and these grandchildren do not qualify for any shares according to any of the cases No. 1-7 of the SCHEDULE of MAWARITH, we order and direct that each one of these grandchildren shall be given as a Wasiyyah, a will, from the remainder, that is, in this respect, defined as the residual after payment of debts and expenses and all other charges and taxes as mentioned in this instrument but before any other distribution mentioned in Section 8.5 of this Article VIII, of the deceased Grantor's estate according to the following four-point rule, usually called: the rule of Wasiyyah Wajibah:

1. The children of each deceased child must be given the share of their deceased mother/father which she/he would have inherited if she/he was alive at the time of Grantor's death provided that the total of the shares of all such grandchildren plus all other contributions in Section 8.5 of this Article VIII does not exceed one third of the remainder, as defined above in this Section (8.4) of the deceased Grantor's estate;

2. The presumed share of each deceased child of the grantor(s) shall be distributed to her/his children according to the rules stated in (1.a) of the SCHEDULE of MAWARITH mentioned in this Article VIII and attached to this Revocable Living Trust as Exhibit B, provided that no granddaughter or grandson may take a share that is more than the smallest share of a surviving offspring, son or daughter whoever exists, of the Grantor. In applying this rule any excess or left amount in the presumed share of a deceased child shall be returned to the remainder for distribution according to Section (8.5) of this Article and/or to other heirs, as a part of the remainder, according to the SCHEDULE OF MAWARITH.

3. If the total distribution mentioned in Section 8.4.1, i.e. total distribution to grandchildren from deceased children, exhausts the one-third limit, all contributions mentioned in the following Section 8.5 must be cancelled, i.e. reduced to zero. However, if the total shares of grandchildren plus the distribution mentioned in Section 8.5 exceeds the one third limit, priority should be given to my grandchildren, they must be given their full shares as calculated in the previous two Sections 8.4.1 and 8.4.2 and all distributions of Section 8.5 must be reduced proportionally so that the total goes down to the one-third limit. In case the total shares of such grandchildren exceeds one third, the share of each and all such grandchildren shall be reduced proportionally so that the total of their shares equals the limit of one third.

4. If the deceased grantor is not survived by any son but only survived by grandchildren or by daughters with grandchildren, then apply Cases No. 2, 3 or 7 of the SCHEDULE of MAWARITH whichever is relevant.

8.5 CHARITABLE AND OTHER CONTRIBUTIONS[9]

We, Grantor wife and Grantor husband, collectively and each one of us individually direct and order the Trustee to make the following contributions and transfers, provided that the total distribution of Sections 4 and 5 of this Article 8 does not exceed one third of the remainder of the estate of the husband and one third of estate of the wife upon the death of each one of us, to the following named persons and organizations:

a. upon death of the Husband:

Name of Persons or Organizations	percentage of Remainder of the estate of the first to die of us	
	In Numbers	In Letters
1. Islamic Society of North America,	(..%);	_____ percent
2. Islamic Center of_____	(..%);	_____ percent
3. _____	(..%);	_____ percent
4. _____	(..%);	_____ percent
Total:	(..%);	_____ Percent

And, b. upon death of the wife:

Name of Persons or Organizations	percentage of Remainder of the estate of the second to die of us	
	In Numbers	In Letters
1. Islamic Society of North America,	(..%);	_____ percent
2. Islamic Center of_____	(..%);	_____ percent
3. _____	(..%);	_____ percent
4. _____	(..%);	_____ percent
Total:	(..%);	_____ Percent

In case the total distributions by virtue of Sections 8.4 and 8.5 turns to be more than one third of the remainder, only one third shall be distributed to the grand children of

[9] This Section is optional and the name of ISNA is given only as a suggestion and example. If this section is used it must not give distribution to an heir and any distribution to an heir through this section is invalid. It can be used to give to grand children from surviving children and to non-Muslim relatives. Distribution under Section 8.5 can be expressed in amounts or in naming specific properties instead of percentage. Under all circumstances the total distributions of Sections 8.4 and 8.5 must not exceed 1/3 of the value of the remainder of the estate that is available for the application of the Schedule of Mawarith. If this total exceed one third, distributions in Section 8.5 shall be reduced by the trustee proportionately so that it does not exceed one third.

deceased children and to the organizations and persons named above; distribution of this one third between them shall be made in with Section 8.4.3 mentioned above.

Should we die simultaneously together at the same time, the above mentioned charitable distribution should still be made within the limit of one third of the estate of each one of the Grantors in regard to his/her group of contributions as mentioned above.

If the heirs of the first to die of us opt for A/B Trusts the Trustee may delay the distribution stipulated to the persons and organizations mentioned in this Section 8.5 until after the demise of the second to die of us.

The limit of one third mentioned in this section is inclusive of any Distribution in application of Section 8.4 as detailed in it in addition to this present Section.

8.6 A FETUS HEIR

We direct, order and devise that any fetus, conceived before the death of a Grantor, whose relationship to the deceased Grantor qualifies it to be an heir according to the Schedule of Mawarith if it were already born before the time of death, shall be considered as an heir provided the following four conditions are fulfilled: 1) it must be either related to the deceased Grantor from the side of its biological mother or conceived to a marriage; 2) it must be maturely born alive (or if it is born alive but immaturely, its estimated mature birth was) within no more than 46 weeks from the death day of the Grantor; and if it is related from the side of its father 3) it is not proven illegitimate by a DNA test;[10] and 4) it is either born to a living father or within no more than 46 weeks from the death day of its father, and if it is born immaturely, its estimated mature birth was within no more than 46 weeks from the death day of its father.

We further direct and devise that, whenever there is a fetus who may become an heir according to this Section, the largest potential distribution to the fetus out of the residual and remainder of the estate of the deceased Grantor must be set aside until the said conditions are satisfied. Furthermore, we direct and devise that any other heir whose share may be affected should the fetus turns out to be an heir must be given the lesser of the two potential shares and the difference should be set aside too.

Should the fetus be born alive, but qualifies for a lesser share, or should any of the preceding conditions be not satisfied, any surplus of the set aside amounts must be returned to the estate and distributed according to the Schedule of Mawarith as if the fetus never existed at all.

8.7 DISTRIBUTION OF ANY FINAL RESIDUAL

We further direct and order that any un-distributable amount of the estate of the last to die of us in the event of non-existence of Muslim Heirs shall be given to the Islamic

[10] A DNA test should be done not for the purpose of implementing this Last Will as no such test should be performed for the purpose of determing whether the fetus is an heir or not. This is because the Rule of Shari'ah is that a child born to a marriage is considered a child of its marriage father unless proven otherwise and such a prove results in breaking the marriage.

Society of North America, Inc. (ISNA),[11] as a contribution for supporting ISNA institutions and activities in North America.

ARTICLE IX
MISCELLANEOUS

9.1 PARAGRAPH HEADINGS

The paragraph headings used are for convenience only and shall not be resorted to for interpretation of this Trust. Wherever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural. If any portion of this Trust is held to be void or unenforceable, the balance of this Trust shall nevertheless be carried into effect.

9.2 DETERMINATION BY AND EXONERATION OF TRUSTEE

The Trustee's reasonable determination of any question of fact shall bind all persons, and any Trustee acting in good faith shall not be liable for any act or omission, and no Trustee shall be liable for any act or omission of another Trustee.

9.3 SPECIAL NEEDS TRUST FOR BENEFICIARIES ELIGIBLE FOR FEDERAL ASSISTANCE:

Not withstanding any other provision of this Trust, if at any time any beneficiary to whom the Trustee is directed or authorized to make payments of income or principal is disabled and eligible for government or private financial assistance, we direct the Trustee to spend so much of the income or principal as the Trustee may in his/her sole discretion deem appropriate to provide for the extra supplement needs and comforts for the beneficiary which are over and above and will not cause disqualification from the benefits that the beneficiary otherwise receives or will receive as a result of the beneficiary's disability from any local, state or federal government or from private agencies or any combination thereof. Any amount in excess of actual payment stipulated in this section from the would be distribution in accordance with Exhibit B, the Schedule of Mawarith shall be placed by the Trustee in a special Trust and invested with the assets of our living Trust, to the benefit of the disabled beneficiary and her/his descendants.

9.4 Whenever there should be a guardian or conservator of a beneficiary's person, whether minor or adult, the guardian of such person must be Muslim. However, if the guardian is a mother of a minor beneficiary and she gets married to other than an uncle of the beneficiary she shall relinquish the guardianship of such minor beneficiary. Under such circumstances, the guardian of such a minor beneficiary shall be the next qualified person as stated in the marriage agreement published on the website of Monzer Kahf at www.kahf.net.

9.5 REVOCATION OF FORMER WILLS

We, _____ and _____ presently residing at _____ _____, _____, County of _____, State of _____, being of

[11] You may replace ISNA by any other Islamic charitable organization of your choice and you may ordain specific use of such gift.

sound mind and memory, do hereby revoke any and all former Wills and codicils made by us, and do make, direct, publish, and declare this our living Trust and the other wills and powers of attorney signed at the same date with it be the only valid and acceptable documents.

This instrument, consisting of 68 (Sixty Eight) typewritten pages including "Exhibits A and B" attached, was signed, sealed, published and declared by the Grantors in our presence and in the presence of each other and we, at the Grantors' request and in Grantors' presence and in the presence of each other, have hereunto subscribed our hands as witnesses this __th day of _____ 20__.

Witnesses: **Grantors/Trustees:**

_____ _____ _____

_____

EXIBIT A

OF THE

_ _ _ _ _ _ _ _ _ AND _ _ _ _ _ _ _ _ _ _ REVOCABLE LIVING TRUST

Dated _ _ _ _ _/_ _/20_ _

Real estate property:

1- _____
_____
_____
_____

2- _____
_____
_____

3- _____
_____
_____

4- _____
_____
_____
_____

Signatures ----------

EXHIBIT B

OF THE
_ _ _ _ _ _ _ _ _ _ _ and _ _ _ _ _ _ _ _ _ _ _ _ _REVOCABLE LIVING TRUST
(*NAME OF HUSBAND AND WIFE*)
Dated _____, 20__

THE SCHEDULE OF *MAWARITH*
THE ISLAMIC DISTRIBUTION OF THE ESTATE

CASE NO. (1):
ONE SON OR MORE, AND ANY NUMBER OF DAUGHTERS

Surviving Heirs	Share of the Remainder
1.a) with no other relatives.	He, or they get all remainder such that sons are equal in their class, daughters are equal in their class, and for a daughter half of a son's share.
1.b) with wife or with husband.	1/8 to wife, rest as in (1.a); or 1/4 to husband, rest as in (1.a).
1.c) with father and mother.	1/6 to father and 1/6 to mother, rest as in (1.a).
1.c.1) with one parent.	1/6 to the parent, rest as in (1.a).
1.c.2) with any possible combination of (1.b), (1.c), and (1.c.1)	Spouse and parents take shares mentioned above, and the rest as in (1.a).
1.d) with father of father, no parents; or father of father of father and no parents nor father of father (always discard father of mother in all the schedule of MAWARITH).	1/6 to father of father and rest as in (1.a). Presence of father prevents father of father and presence of father of father prevents father of father of father, and so on.
1.d.1) with father of father, and	1/6 to mother, 1/6 to father of father,

Surviving Heirs	Share of the Remainder
mother, no father.	rest as in (1.a).
1.d.2) with father of father and either mother of father or mother of mother or both together, no parents,	1/6 to father of father; 1/6 to either mother of father or mother of mother or divided between them equally; rest as in (1.a).
1.d.3) (1.d) or (1.d.1) or (1.d.2) with wife or husband	1/6 to mother or mother of father or of mother or divided between the two grandmothers equally; 1/6 to father of father; 1/8 to wife; or 1/4 to husband; and rest as in (1.a).
1.e) with either mother of father or mother of mother or both, no parents, and no father of father.	1/6 to mother of mother or mother of father or divided between them equally; rest as in (1.a).
1.e.1) (1.e) with wife or husband.	1/6 to mother of mother or mother of father or divided between them equally; 1/8 to wife or 1/4 to husband; rest as in (1.a).
1.f) (1.d), (1.d.1). (1.d.2), (1.d.3), 1.e) or (1.e.1), but instead of grandmother(s), there is one or more, same degree, great or grand great grandmothers (e. g., mother of mother of mother, mother of mother of father and mother of father of father), always disregard mother of father of mother and any great grand mother linked to the deceased through a male preceded by a female; and no parents, nor mother of mother nor mother of father.	Great grandmother(s), take 1/6 or share it equally; father or paternal grandfather 1/6; wife 1/8 or husband 1/4; rest as in (1.a). Presence of any grandmother prevents giving any share to any great grandmother and so on.
1.g) with children of deceased son(s) and/or daughter(s).	Within the rules of Wasiyyah Wajibah as given in Section (IV. a) of the Last Will document or (8.4) of the Revocable Living Trust Document, distribute the shares of children of deceased children and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then

Surviving Heirs	Share of the Remainder
	distribute the remaining two thirds or more to surviving sons and daughters according to the rule of (1.a).
1.g.1) (1.g) with husband or wife	First distribute the shares of the grandchildren and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then out of the remaining two thirds or more distribute to the surviving husband or wife 1/4 or 1/8 respectively, then distribute the remainder to the sons and daughters only according to the rule of (1.a).
1.g.2) (1.g) with one or two parents; or mother and parental grandfather with no father; or father and maternal grandmother with no mother; or parental grand parents with no parents; or maternal grandmother and paternal grandfather with no parents; or paternal grandfather and both maternal grandmother and paternal grandmother, with no parents. Or any one parent or grand parent alone in any of the mentioned combinations. We exclude maternal grandfather.	First distribute to the grandchildren and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then out of the remaining two thirds or more distribute 1/6 to each parent or grandparent or to both grandmothers equally between them, then distribute the remainder to sons and daughters only according to the rule of (1.a)
1.g.3) Any combinations of (1.g.1) and (1.g.2)	First distribute to the grandchildren and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then out of the remaining two thirds or more distribute to the surviving husband 1/4 or to surviving wife 1/8, and distribute 1/6 to each parent or grandparent or to both grandmothers equally between them, then distribute the remainder to the sons and daughters only according to the rule of (1.a).
1.g.4) for any other surviving	First distribute to the grandchildren

Surviving Heirs	Share of the Remainder
combination under Case No. 1	and other recipients as mentioned in Article (IV) or Article (8) of the Revocable Living Trust; then for the distribution of the remaining two thirds or more apply the riles (1.a) to (2.f).

NOTES: 1) I INSTRUCT THE EXECUTOR TO SEARCH IN SECTIONS (1.a) THROUGH (1.g) FOR THE SECTION THAT REFLECTS MY HEIRS AT THE TIME OF MY DEATH AND TO DISREGARD ALL RELATIVES NOT MENTIONED IN THESE SECTIONS.

2) IF THE TESTATOR'S CASE IS UNDER NO. (1), BUT NOT FOUND ABOVE, OR THE EXECUTOR IS CONFUSED ABOUT WHICH SECTION IS APPLICABLE SHE/HE MUST SEEK AND FOLLOW THE ADVICE OF THE ISLAMIC SOCIETY OF NORTH AMERICA (ISNA), INC. OF INDIANA. OPINION GIVEN IN WRITING BY ISNA MUST BE CONSIDERED FINAL AND BINDING TO ALL CONCERNED PERSONS.

CASE NO. (2):
DAUGHTER OR DAUGHTERS; NO SONS

Surviving Heirs	Share of the Remainder
2.a) with no other relatives.	If one only, she takes all the remainder. If more than one daughter; they equally share all the remainder.
2.b) with wife or husband.	1/8 to wife, rest as in (2.a). 1/4 to husband, rest as in (2.a).
2.c) with father. (Whenever there is a father, disregard all brothers and sisters and apply to all sections of case 2).	1/2 to the one daughter, 1/2 to father. If more than one daughter; they share 2/3 equally, and 1/3 to father.
2.d) with mother.	1/4 to mother, 3/4 to daughter. If more than one daughter; they share 4/5 equally, and 1/5 to mother.
2.e) with both parents.	1/6 to mother, 1/3 to father, 1/2 to daughter.

Surviving Heirs	Share of the Remainder
	If more than one daughter; 2/3 to daughters equally, 1/6 to mother, and 1/6 to father.
2.f) with wife and father.	1/8 to wife, 1/2 to daughter, and 3/8 to father. If more than one daughter; 2/3 to daughters equally, 1/8 to wife, and 5/24 to father.
2.g) with wife and mother.	1/8 to wife, 7/32 to mother, 21/32 to daughter. If more than one daughter; 1/8 to wife, 7/40 to mother, and 7/10 to daughters equally.
2.h) with wife and both parents.	1/8 to wife, 1/6 to mother, 5/24 to father, and 1/2 to daughter. If more than one daughter; 3/27 to wife, 4/27 to mother, 4/27 to father, and 16/27 to daughters equally.
2.i) with husband and father	1/4 to husband, 1/4 to father, and 1/2 to daughter. If more than one daughter; 3/13 to husband, 2/13 to father, and 8/13 to daughters equally.
2.j) with husband and mother.	1/4 to husband, 3/16 to mother, 9/16 to daughter. If more than one daughter; 3/13 to husband, 2/13 to mother, and 8/13 to daughters equally.
2.k) with husband and both parents.	3/13 to husband, 2/13 to father, 2/13 to mother, and 6/13 to daughter. If more than one daughter; 3/15 to husband, 2/15 to father, 2/15 to mother, and 8/15 to daughters equally.
2.l) with father of father, no father, and no brothers.	1/2 to father of father, 1/2 to daughter. If more than one daughter; 1/3 to father of father, and 2/3 to daughters equally.

Signatures ----------

Surviving Heirs	Share of the Remainder
2.l.1) (2.l) with wife or husband.	As in (2.f), but put father of father in place of father. As in (2.i), but put father of father in place of father.
2.l.2) (2.l) with mother; or without mother but with either mother of father or mother of mother, or with both.	As in (2.e), but put father of father in place of father, and grandmother(s) in place of mother; the two grandmothers take share of mother equally between themselves.
2.l.3) (2.l.2) with wife or husband.	As in (2.h), but put father of father in place of father, and grandmother(s) in place of mother; the two grand mothers take the share of mother equally between themselves. Or, As in (2.k), but put father of father in place of father, and grandmother(s) in place of mother; the two grandmothers take the share of mother equally between themselves.
2.l.4) (2.l.2) or (2.l.3), but in place of mother, there are mother of mother of mother, mother of mother of father and/or mother of father of father; disregard mother of father of mother. Always discard any great grand mother linked to the deceased by a male preceded by a female.	The great grandmother(s) take what is assigned to the mother in cases (2.l.2) and (2.l.3); the rest as in (2.l.2), and (2.l.3) respectively or share it equally. The same rule applies to grand great grand mothers; always a closer one prevents a farther one, same as mother prevents a grandmother.
2.m) with one or more son(s) of son(s) and any number of daughters of son(s).	1/2 to daughter, 1/2 to son(s) of son(s) and daughters of son(s) according to rules stated in (1.a). If more than one daughter; 2/3 to daughters equally, and 1/3 to son(s) of son(s) and daughters of son(s) according to rules stated in (1.a).
2.m.1) (2.m) with wife or husband.	1/2 to daughter, 1/8 to wife, or 1/4 to

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Surviving Heirs	Share of the Remainder
	husband, 3/8 or 1/4 (the rest) to children of son(s) according to rules stated in (1.a) as in (2.m). If more than one daughter, 2/3 to daughters equally, 1/4 to husband, or 1/8 to wife, 1/12 or 5/24 (the rest) to children of son(s) according to rules stated in (1.a) as in (2.m).
2.m.2) (2.m.1) with both parents.	1/2 to daughter, 1/8 to wife, 1/6 to mother, 1/6 to father, and 1/24 to grandchildren according to rules stated in (1.a) as in (2.m). 6/13 to daughter, 3/13 to husband, 2/13 to father, 2/13 to mother, nothing to grand children. If more than one daughter; 16/27 to daughters equally, 3/27 to wife, 4/27 to mother, 4/27 to father, nothing to grandchildren. 8/15 to daughters, 3/15 to husband and 2/15 to mother 2/15 to father, nothing to grand children.
2.m.3) (2.m.1) with one parent.	1/2 to daughter, 1/8 to wife, 1/6 to parent, and 5/24 to children of son(s) according to rules stated in (1.a) as in (2.m); 1/2 to daughter, 1/4 to husband, 1/6 to parent, and 1/12 to children of son(s) according to rules stated in (1.a) as in (2.m). If more than one daughter; 2/3 to daughters, 1/8 to wife, 1/6 to parent, and 1/24 to children of son(s) according to rules stated in (1.a) as in (2.m); 8/13 to daughters, 2/13 to parent, and 3/13 to husband, nothing to grandchildren.
2.m.4) (2.m) with one parent, no spouse.	1/2 to daughter, 1/6 to parent, and 1/3 to children of son(s) according to rules stated in (1.a) as in (2.m); If more than one daughter; 2/3 to

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Surviving Heirs	Share of the Remainder
	daughters, 1/6 to parent, and 1/6 to children of son(s) according to rules stated in (1.a) as in (2.m).
2.m.5) (2.m) with both parents, no spouse.	1/2 to daughter, 1/6 to each parent, and 1/6 to children of son(s) according to rules stated in (1.a) as in (2.m); If more than one daughter; 2/3 to daughters, 1/6 to each parent, and nothing to children of son(s).
2.m.6) any of (2.m) through (2.m.5) but with father of father, no father and no brother(s); Or with father of father and grandmother(s) of either side, no father and no brother(s), and no mother.	As in (2.m) to (2.m.5), but replace father of father for father, and grandmother(s) for mother. Share of grandmothers is divided equally between them.
2.n) with daughters of son(s) and no sons of sons.	3/4 to the daughter, and 1/4 to daughter(s) of son(s), equally between them. If more than one daughter; all to daughters; nothing to daughter(s) of son(s).
2.n.1) (2.n) with husband or wife.	9/16 to the daughter, 1/4 to husband and 3/16 to daughter(s) of son(s), equally between them. Or, 21/32 to daughter, 1/8 to wife and 7/32 to daughter(s) of son(s), equally between them. If more than one daughter; 1/8 to wife or 1/4 to husband and the remainder to daughters; nothing to daughter(s) of son(s).
2.n.2) (2.n) with one or both parents.	15/24 to the daughter, 4/24 to parent and 5/24 to daughter(s) of son(s), equally between them. Or, 1/2 to daughter, 1/6 to each parent and 1/6 to daughter(s) of son(s), equally between them. If more than one daughter; 1/6 to each

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Surviving Heirs	Share of the Remainder
	parent and the remainder to daughters; nothing to daughter(s) of son(s). Or 1/4 to mother and 3/4 to daughters nothing to daughters of son(s). Or 1/3 to father and 2/3 to daughters nothing to daughters of son(s).
2.n.3) with any combination of (2.n.1) and (2.n.2).	1/2 to the daughter, 1/6 to parent, 1/4 to husband and 1/12 to daughter(s) of son(s), equally between them. Or, 6/13 to daughter, 2/13 to each parent and 3/13 to husband, nothing to daughter(s) of son(s). Or, 51/96 to the daughter, 1/6 to parent, 1/8 to wife and 17/96 to daughter(s) of son(s), equally between them. Or, 1/2 to daughter, 1/6 to each parent, 1/8 to wife, and 1/24 to daughter(s) of son(s), equally between them. If more than one daughter; 8/13 to the daughters equally between them, 2/13 to parent, 3/13 to husband and nothing to daughter(s) of son(s), Or, 8/15 to daughters, 2/15 to each parent and 3/15 to husband, nothing to daughter(s) of son(s). Or, 28/40 to the daughters, 7/40 to mother, and 1/8 to wife, nothing to daughter(s) of son(s). Or, 16/27 to daughters, 4/27 to each parent and 3/27 to wife, nothing to daughter(s) of son(s). Or 2/3 to daughters, 1/8 to wife, 5/24 to father and nothing to daughters of son(s).
2.o) with sister(s) of same parents (no brothers), or with brother(s) of same parents alone or brother(s) and any number of sisters of the same two parents.	1/2 to the daughter, 1/2 to sister(s) equally between them or to brother(s) or to brother(s) and sister(s) , according to the rule (1.a). If more than one daughter; 2/3 to daughters, 1/3 to sister(s) equally between them or to brother(s) or to brother(s) and sister(s) , according to the rule (1.a).

Surviving Heirs	Share of the Remainder
2.o.1) (2.o) with wife, or husband.	1/2 to daughter, 1/8 to wife and 3/8 to sister(s) and/or brother(s) as in (2.o). 1/2 to daughter, 1/4 to husband, 1/4 to sister(s) and/or brother(s) as in (2.o). If more than one daughter: 2/3 to daughters, 1/4 to husband, or 1/8 to wife, the rest to sister(s) and/or brother(s) as in (2.o).
2.o.2) (2.o) and (2.o.1) with mother. (if there is father disregard brothers and sisters and apply Sections 2c, 2e and 2f).	1/2 to daughter, 1/6 to mother, the rest (= 1/3) to sister(s) and/or brother(s) as in (2.o) or (2.o.1). Or, 1/2 to daughter, 1/8 to wife, 1/6 to mother, the rest (= 5/24) to sister(s) and/or brother(s) as in (2.o) or (2.o.1). Or, 1/2 to daughter, 1/4 to husband, 1/6 to mother, the rest (= 2/24) to sisters and/or brother(s) as in (2.o) or (2.o.1) respectively. If more than one daughter: 2/3 to daughters, 1/6 to mother, the rest (= 1/6) to sister(s) and/or brother(s) as in (2.o) or (2.o.1) respectively. Or, 2/3 to daughters, 1/8 to wife, 1/6 to mother, the rest (= 1/24) to sister(s) and/or brother(s) as in (2.o) or (2.o.1) respectively. Or, 8/13 to daughters, 3/13 to husband, 2/13 to mother, nothing to sisters and brothers.
2.o.3) (2.o.2) with either mother of mother or mother of father or both; no mother.	As in (2.o.2), but grandmother takes the share of mother, and grandmothers share the same equally.
2.p) with uncle(s) from same parents as the father.	1/2 to daughter and rest to uncle or uncles equally between them. If more than one daughter; 2/3 to daughters, and rest to uncle, or uncles equally between them.
2.p.1) (2.p) with husband or wife	1/2 to daughter, 1/4 to husband or 1/8 to wife and rest to uncle, or uncles equally between them. If more than one daughter; 2/3 to

Surviving Heirs	Share of the Remainder
	daughters, 1/4 to husband or 1/8 to wife and rest to uncle, or uncles equally between them.
2.q) with one grandmother, either side, or both grandmothers.	5/6 to daughter, and 1/6 to grandmother or to grandmothers, equally between them. If more than one daughter; 5/6 to daughters, and 1/6 to grandmother(s).
2.q.1) (2.q) with wife or husband	1/4 to husband or 1/8 to wife, 1/6 to grandmother or to grandmothers, equally between them and the rest to daughter (s).
2.r) with children of deceased daughter(s)	Within the rules of Wasiyyah Wajibah as given in Section (IV. a) of the Last Will document or (8.4) of the Revocable Living Trust Document, distribute the shares of children of deceased daughters and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then for the distribution of the remaining two thirds or more apply the rules (2.a) to (2.q).

NOTES: 1) I INSTRUCT THE EXECUTOR TO SEARCH IN SECTIONS (2.A) THROUGH (2.S) FOR THE SECTION THAT REFLECTS MY HEIRS AT THE TIME OF MY DEATH AND TO DISREGARD ALL RELATIVES NOT MENTIONED IN THESE SECTIONS.

2) IF THE TESTATOR'S CASE IS UNDER NO. (2), BUT NOT FOUND ABOVE, OR THE EXECUTOR IS CONFUSED ABOUT WHICH SECTION IS APPLICABLE SHE/HE MUST SEEK AND FOLLOW THE ADVICE OF THE ISLAMIC SOCIETY OF NORTH AMERICA (ISNA), INC. OF INDIANA. OPINION GIVEN IN WRITING BY ISNA MUST BE CONSIDERED FINAL AND BINDING TO ALL CONCERNED PERSONS.

CASE NO. (3):

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CHILDREN OF SON(S), NO SONS, NO DAUGHTERS

Apply Case No. (1) and Case No. (2) after substituting daughter(s) of son(s) for daughter(s) and son(s) of son(s) for son(s). And when they are with children of deceased daughter(s), within the rules of Wasiyyah Wajibah as given in Section (IV. a) of the Last Will document or (8.4) of the Revocable Living Trust Document, distribute the shares of children of deceased daughters and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then distribute the remaining two thirds or more to surviving heirs according to the rules of cases No. (1) and (2).

CASE NO. (4):
PARENT(S), NO CHILDREN AND NO CHILDREN OF SONS

Surviving Heirs	Share of the Remainder
4.a) Father alone; or father with brother(s) and/or sister(s).	All remainder to father alone, nothing to brother(s) and sister(s).
4.a.1) Father with wife, or husband, with (or without) any number of brother(s) and sister(s).	1/4 to wife; or 1/2 to husband; and 3/4 or 1/2 (the rest) to father; nothing to brothers and sisters.
4.a.2) Father with mother of mother, no mother, with or without husband or wife, no brothers	1/3 to mother of mother and 2/3 to father; Or 1/6 to mother of mother, 1/2 to husband and 1/3 to father; Or 1/4 to mother of mother, 1/4 to wife and 1/2 to father.
4.b) Both parents, with no brothers nor sisters, or with no more than one sibling (full or half of either side).	1/3 to mother, 2/3 to father; nothing to the brother or sister.
4.b.1) (4.b) with husband or wife.	1/4 to wife; 1/4 to mother; 1/2 to father; Or 1/2 to husband; 1/6 to mother; 1/3 to father; nothing to the sibling.
4.b.2) Both parents, with two or more brother(s) and/or sister(s), full or from either side, and with or without wife or husband.	1/6 to mother; 5/6 to father; nothing to sibling(s). 1/6 to mother; 1/4 to wife; or 1/2 to husband; 7/12 or 1/3 (the rest) to father

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Surviving Heirs	Share of the Remainder
	nothing to sibling(s).
4.c) Mother only.	She takes all remainder.
4.c.1) Mother with husband or wife.	1/4 to wife, or 1/2 to husband and 3/4 or 1/2 (the rest) to mother.
4.c.2) Mother with only one brother, or one sister, of same parents, or of father side with none from the mother side.	1/3 to mother, 2/3 to brother. 2/5 to mother, 3/5 to sister.
4.c.3) (4.c.2) with husband, or wife.	1/3 to mother, 1/2 to husband, or 1/4 to wife, 1/6 or 5/12 (the rest) to brother. 4/13 to mother, 3/13 to wife, and 6/13 to sister. 2/8 to mother, 3/8 to husband, and 3/8 to sister.
4.c.4) Mother with only one full or father-side brother with one or more sibling(s) of mother side with or without wife or husband	1/6 to mother, 1/6 to the one sibling of mother side or 1/3 to siblings of mother side (equally between them regardless of gender) and the rest (2/3 or 1/2) to full or paternal half brother; 1/6 to mother, 1/4 to wife, 1/6 to the one sibling of mother side or 1/3 to siblings of mother side (equally between them regardless of gender) and the rest (5/12 or 1/4) to full or paternal half brother; Or, 1/6 to mother, 1/2 to husband, 1/6 to the one sibling of mother side and the rest (1/6) to full or paternal half brother; Or 1/6 to mother, 1/2 to husband and 1/3 to siblings who share the mother (maternal siblings and full brother, equally between them regardless of gender).
4.c.5) Mother with at least one full brother, any number of full sisters, any number of father-side brother/sisters, one or more sibling(s) of mother side with or without wife or husband	1/6 to mother, 1/6 to the one sibling of mother side or 1/3 to siblings of mother side (equally between them regardless of gender) and the rest (2/3 or 1/2) to full brother(s) and sister(s) to be divided among them according to the

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Surviving Heirs	Share of the Remainder
	rule in (1.a), nothing to paternal half brother/sisters; 1/6 to mother, 1/4 to wife, 1/6 to the one sibling of mother side or 1/3 to siblings of mother side (equally between them regardless of gender) and the rest (5/12 or 1/4) to full brother(s) and sister(s) to be divided among them according to the rule in (1.a), nothing to paternal half brother/sisters; Or, 1/6 to mother, 1/2 to husband, 1/6 to the one sibling of mother side and the rest (1/6) to full brother(s) and sister(s) to be divided among them according to the rule in (1.a), nothing to paternal half brother/sisters; Or 1/6 to mother, 1/2 to husband and 1/3 to siblings who share the mother (maternal siblings and full siblings, equally among them regardless of gender), nothing to paternal half brother/sisters.
4.c.6) Mother with only one full or father-side sister with one or more sibling(s) of mother side with or without wife or husband; no full or father side brothers.	1/5 to mother, 1/5 to the one sibling of mother side and 3/5 to the full or father side sister; Or 1/6 to mother, 1/3 to siblings of mother side (equally among them regardless of gender) and 1/2 to the full or father side sister; Or 2/13 to mother, 2/13 to the one mother-side sibling, 3/13 to wife and 6/13 to the full or father side sister; Or 2/15 to mother, 4/15 to the mother-side siblings (equally among them regardless of gender), 3/15 to wife and 6/15 to the full or father side sister, Or 1/8 to mother, 1/8 to the one mother-side sibling, 3/8 to husband and 3/8 to the full or father side sister, Or 1/9 to mother, 2/9 to the mother-side siblings (equally among them regardless of gender), 3/9 to husband and 3/9 to the full or father side sister.

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Surviving Heirs	Share of the Remainder
4.c.7) Mother with only one full sister and any number of father-side brothers/sisters and one or more sibling(s) of mother side with or without wife or husband	1/6 to mother, 1/6 to the one sibling of mother side, 1/2 to full sister and 1/6 to paternal one brother or one sister or brothers and sisters according to the rule in (1/a); Or, 1/6 to mother, 1/3 to siblings of mother side (equally among them regardless of gender) and 1/2 to full sister, nothing to paternal brothers and sisters; Or 2/13 to mother, 2/13 to the one mother-side sibling, 3/13 to wife and 6/13 to full sister, nothing to paternal brothers and sisters; Or 2/15 to mother, 4/15 to the mother-side siblings (equally among them regardless of gender), 3/15 to wife and 6/15 to full sister, nothing to paternal brothers and sisters; Or 1/8 to mother, 1/8 to the one mother-side sibling, 3/8 to husband and 3/8 to full sister, nothing to paternal brothers and sisters; Or 1/9 to mother, 2/9 to the mother-side siblings (equally among them regardless of gender), 3/9 to husband and 3/9 to full sister, nothing to paternal brothers and sisters.
4.c.8) Mother with at least one full brother and any number of full sister(s), and any number of brothers and sisters of father side.	1/6 to mother, 5/6 (the rest) to the full brother or to full brother(s) and full sister(s) according to rules in (1.a); nothing to brothers and sisters of father side.
4.c.9) (4.c.8) with husband, or wife.	1/6 to mother; 1/4 to wife; or 1/2 to husband; 7/12 or 1/3 (the rest) to full brother or to full brother(s) and full sister(s) as in rules (1.a), nothing to brothers and sisters of father side.
4.c.10) Mother with at least one father-side brother and one or more father-side sister(s), no full	1/6 to mother, 5/6 (the rest) to the brother or to brother(s) and sister(s) according to rules in (1.a).

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Surviving Heirs	Share of the Remainder
brother(s) and sister(s).	
4.c.11) (4.c.10) with husband or wife.	1/6 to mother; 1/4 to wife; or 1/2 to husband; 7/12 or 1/3 (the rest) to brother or to brother(s) and sister(s) as in rules (1.a).
4.c.12) (4.c.10) or (4.c.11) with one or more sibling(s) of mother side.	1/6 to mother; 1/6 to sister or brother of mother side; 1/4 to wife or 1/2 to husband, and the rest (5/12, or 1/6) to the brother or to brother(s) and sister(s) of father side according to rules in (1.a). Or 1/6 to mother, 1/3 to sister(s) and brother(s) of mother side equally among them regardless of gender, 1/4 to wife, and the rest (1/4) to brother(s) and sister(s) of father side according to rules in (1.a). Or 1/6 to mother, 1/2 to husband, 1/3 to sister(s) and brother(s) of mother side equally among them regardless of gender and nothing to father side brother(s) and sister(s).
4.d) Mother with two or more full sisters, or with two or more sisters of father side but no full sisters.	1/5 to mother, 4/5 to sisters equally between them.
4.d.1) Mother with one full sister and one or more sister(s) of father side.	1/5 to mother, 3/5 to the one full sister, and 1/5 to sister(s) of father side, equally between them.
4.d.2) (4.d), or (4.d.1) with wife or husband.	2/13 to mother, 3/13 to wife, and 8/13 to sisters mentioned in (4.d), equally between them. Or, 2/13 to mother, 3/13 to wife, 6/13 to the one full sister, and 2/13 to sister(s) of father side, equally between them. Or, 1/8 to mother; 3/8 to husband; and 4/8 to sisters mentioned in (4.d), equally between them. Or, 1/8 to mother; 3/8 to husband; 3/8 to the one full sister; and 1/8 to sister(s) of

Surviving Heirs	Share of the Remainder
	father side, equally between them.
4.e) Mother with one brother of mother's side or one sister of mother's side.	2/3 to mother, 1/3 to brother or sister.
4.e.1) (4.e) with husband or wife.	1/4 to wife, 1/2 to mother, 1/4 to brother or sister. 1/2 to husband, 1/3 to mother, 1/6 to brother or sister.
4.f) Mother with more than one sibling of mother's side.	1/3 to mother, 2/3 to brother(s) and sister(s), equally between them regardless of gender.
4.f.1) (4.f) with husband or wife.	1/4 to wife, 1/4 to mother, 1/2 to brother(s) and sister(s), equally between them regardless of gender. 1/2 to husband, 1/6 to mother, 1/3 to brother(s) and sister(s), equally between them regardless of gender.
4.g) Mother with father of father, no brother(s), no sister(s).	1/3 to mother, 2/3 (the rest) to the father of father.
4.g.1) (4.g) with husband or wife.	1/3 to mother, 1/4 to wife, or 1/2 to husband, 5/12 or 1/6 (the rest) to the father of father.
4.h) Mother with children of full brother(s), at least one of them is a ,male, no brothers/sisters. Or mother with daughter(s) of full brother(s), no brothers/sisters.	1/3 to mother, 2/3 (the rest) to son of brother or to children of brother(s) according to rules in (1.a). Or 2/5 to mother and 3/5 to the one niece; or 1/3 to mother and 2/3 to nieces, equally between them.
4.h.1) (4.h) with wife or husband.	1/3 to mother, 1/4 to wife, or 1/2 to husband, and the rest (5/12 or 1/6) to son or children of brother(s) as in rule (1.a). Or, 4/13 to mother, 3/13 to wife and 6/13 to the niece; or 2/8 to mother, 3/8 to husband and 3/8 to niece, or 4/15 to mother, 3/15 to wife and 8/15 to

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Surviving Heirs	Share of the Remainder
	nieces equally between them; 2/9 to mother, 3/9 to husband and 4/9 to nieces equally between them.
4.i) Mother with one or more full sibling(s) of father, at least one of them is a male, and any number of half uncles/aunts of either side.	1/3 to mother, 2/3 (the rest) to brother or siblings of father according to rules in (1.a); discard all half uncles/aunts.
4.i.1) Mother with one or more full sister(s) of father, with any number of father side brother(s)/sister(s) of father, no full brothers of father; any number of mother side sibling(s) of father.	2/5 to mother, 3/5 to the full aunt if there are no father-side siblings of father; or 1/3 to mother, 1/2 to full aunt and 1/6 to father side siblings of father according to the rules in (1.a). If there is one father side sibling of father, she/he takes this 1/6. Or, 1/3 to mother, 2/3 to full aunts equally between them and nothing to father side siblings of father. Always discard mother side uncles and aunts.
4.i.2) (4.i) and (4.i.1) but instead of full siblings(s) of father there are father side sibling(s) of father and any number of mother side sibling(s) of father.	Same as in (4.i) and (4.i.1) but put father side uncle(s) and aunt(s) in place of full uncles and aunts. Discard mother side uncles and aunts.
4.i.3) (4.i) and (4.i.1) with wife, or husband.	1/3 to mother, 1/4 to wife, or 1/2 to husband, 5/12 or 1/6 (the rest to) brother of father or brother(s) and sister(s) of father as in rule (1.a). Or, 4/13 to mother, 3/13 to wife and 6/13 to one full aunt; or 4/15 to mother, 3/15 to wife and 8/15 to full aunts, nothing to all half brother(s) and half sister(s) of father; or, 2/8 to mother, 3/8 to husband and 3/8 to one aunt; or 2/9 to mother, 3/9 to husband and 4/9 to full aunts, nothing to all half brother(s) and half sister(s) of father;
4.i.4) (4.i.2) with wife, or husband.	Apply same distribution as in 4.i.3 but put father side siblings of father in

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Surviving Heirs	Share of the Remainder
	place of full siblings of father; discard all mother side siblings of father.
4.j) Father of father with mother of mother, and no father, no mother and no more than one brother/sister.	1/3 to mother of mother, 2/3 (the rest) to father of father; Or 1/6 to mother of mother, 1/3 to father of father and 1/2 to sister; Or 1/6 to mother of mother, 5/12 to father of father and 5/12 to brother.
4.j.1) (4.j) with at least two full siblings or at least two paternal siblings but no full siblings.	1/6 to mother of mother, 5/6 (the rest) to be divided between siblings and father of father (considering father of father as a brother and applying the rule in 1.a), unless grandfather's share goes below 1/3, if it does, he gets 1/3; and 1/2, i.e., the rest to siblings according to the rule (1.a) Or if two or more sisters: 1/6 to mother of mother, 1/6 to grandfather and 2/3 to sisters.
4.j.2) Father of father with mother and one or more brother(s) and any number of sisters, all of same parents or of father's side but no full brothers/sisters.	1/6 to mother, 5/6 (the rest) to be divided between siblings and father of father (considering father of father as a brother and applying the rule in 1.a), unless grandfather's share goes below 1/3, if it does, he gets 1/3; and 1/2 (the rest) to siblings according to the rule (1.a) Or if two or more sisters, no brothers: 1/6 to mother, 1/6 to grandfather and 2/3 to sisters.
4.k) With children of deceased daughter(s).	Within the rules of Wasiyyah Wajibah as given in Section (IV. a) of the Last Will document or (8.4) of the Revocable Living Trust Document, distribute the shares of children of deceased daughters and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then for the distribution of the remaining two thirds or more apply the

Surviving Heirs	Share of the Remainder
	riles (4.a) to (4.j).

NOTES: 1) I INSTRUCT THE EXECUTOR TO SEARCH IN SECTIONS (4.A) THROUGH (4.J) FOR THE SECTION THAT REFLECTS MY HEIRS AT THE TIME OF MY DEATH AND TO DISREGARD ALL RELATIVES NOT MENTIONED IN THESE SECTIONS.

2) IF THE TESTATOR'S CASE IS UNDER NO. (4), BUT NOT FOUND ABOVE, OR THE EXECUTOR IS CONFUSED ABOUT WHICH SECTION IS APPLICABLE SHE/HE MUST SEEK AND FOLLOW THE ADVICE OF THE ISLAMIC SOCIETY OF NORTH AMERICA (ISNA), INC. OF INDIANA. OPINION GIVEN IN WRITING BY ISNA MUST BE CONSIDERED FINAL AND BINDING TO ALL CONCERNED PERSONS.

CASE NO. (5):
HUSBAND OR WIFE, NO CHILDREN AND NO SON(S) OF SONS AND NO PARENTS

Surviving Heirs	Share of the Remainder
5.a) Wife only or husband only, no other relatives.	1/4 to wife, or 1/2 to husband; the rest (3/4 or 1/2 to The Islamic Society of North American Inc. of Indiana to be used as a *Waqf* whose principal be invested and net return only be used for ISNA activities in North America.
5.b) Wife or husband with at least one child of daughter(s).	1/4 to wife or 1/2 to husband, rest (3/4 or 1/2) to child(ren) of daughter(s) according to the rule (1.a).
5.b.1) Wife or husband with at least one child of either: children of daughter(s) or daughter(s) of son(s), or with any combination of children of children of daughter(s) and children of daughters of son(s)	1/4 to wife or 1/2 to husband, rest (3/4 or 1/2) to surviving child(ren) of child(ren) of daughter(s) and/or child(ren) of daughter(s) of sons, according to the rule (1.a).

Surviving Heirs	Share of the Remainder
provided there are neither children of daughter(s) nor children of son(s), and no other relatives.	
5.c) Husband, or wife with one or more full brother(s) and any number of full sisters; or with no full brothers or full sisters but with one or more father-side brother(s) and any number of father-side sisters .	1/2 to husband, or 1/4 to wife, 1/2 or 3/4 (the rest) to the brother or to brother(s) and sister(s) according to rules in (1.a).
5.c.1) Husband, or wife with one or more full brother(s) and any number of full sisters; and with one or more father-side brother(s) and any number of father-side sisters .	1/2 to husband, or 1/4 to wife, 1/2 or 3/4 (the rest) to the full brother or to full brother(s) and full sister(s) according to rules in (1.a); discard paternal brothers and sisters.
5.d) Husband, or wife, with only full sister(s), or only father-side sisters, no brothers .	1/2 to husband, or 1/4 to wife; the rest (1/2 or 3/4) to the sister, or equally between sisters.
5.d.1) Husband, or wife, with one or more full sister(s), and one or more father-side sister(s), no brothers .	1/2 to husband, the rest (1/2) to the full sister, discard paternal sisters; Or 3/7 to husband, the rest, (4/7), to the two or more full sisters equally between them, discard paternal sisters; Or 1/4 to wife, 9/16 to the full sister, and 3/16 to the paternal sister or sisters equally between them; Or 1/4 to wife, 3/4 to the full sisters equally between sisters, nothing to paternal sisters.
5.d.2) Husband, or wife, with only full sister(s), and one or more father-side brother and any number of father side sisters; no full brothers.	1/2 to husband, the rest (1/2) to the full sister, discard paternal brothers and sisters; Or 3/7 to husband, the rest (4/7) to two or more full sisters equally between them, discard paternal brothers and sisters; Or 1/4 to wife, 1/2 to the full sister, and 1/4 to the paternal brother(s) or brother(s) and sisters according to the rule in 1.a;

Surviving Heirs	Share of the Remainder
	Or 1/4 to wife, 2/3 to full sisters equally between sisters, and 1/12 to the paternal brother(s) or brother(s) and sisters according to the rule in 1.a;
5.e) Husband, or wife, with no siblings but with one or more son(s) of full brother(s) and any number of daughters of full brother(s). Or Husband or wife with no siblings and no sons/daughters of full brothers, but with one or more son(s) and any number of daughters of son(s) of father side brothers. Or all other combinations of (5.c) and 5.d) but with nieces and nephews instead of sisters and brothers.	As in (5.c), (5.c.1), (5.d), (5.d.1), (5.d.2) but niece(s) and nephew(s) replace sister(s) and brother(s).
5.f) Husband, or wife, with one or more brother(s) of father and any number of sisters of father of same grandparents ; or of grandfather side but no brothers of father from same grandparents .	1/2 to husband, or 1/4 to wife, and the rest (1/2 or 3/4) to uncle, or uncles and aunt(s), according to the rules in (1.a).
5.g) Husband or wife with father of father, no other relatives	1/2 to husband, or 1/4 to wife, 1/2 or ¾ (the rest) to father of father.
5.h) Husband or wife with father of father and mother (or no mother and instead mother of mother or mother of father or both); no other relatives	3/7 to husband, 2/7 to mother (or to either grand mother or shared equally between them), and 2/7 to father of father; Or 1/4 to wife, 1/3 to mother (or to either grand mother or shared equally between them), and 5/12 to father of father.
5.i) Husband or wife with father of father and brother(s) of both parents; or of father side and no brothers of same parents.	1/2 to husband; 1/3 to father of father; and 1/6 to the brother(s) equally between them; Or 1/4 to wife, 3/8 to each of father of father and the one brother; Or 1/4 to wife, 1/3 to father of father, and 5/12 to brothers equally.

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Surviving Heirs	Share of the Remainder
5.j) With children of deceased daughter(s).	Within the rules of Wasiyyah Wajibah as given in Section (IV. a) of the Last Will document or (8.4) of the Revocable Living Trust Document, distribute the shares of children of deceased daughters and other recipients as mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then for the distribution of the remaining two thirds or more apply the riles (5.a) to (5.i).

NOTES: 1) I INSTRUCT THE EXECUTOR TO SEARCH IN SECTIONS (5.A) THROUGH (5.I) FOR THE SECTION THAT REFLECTS MY HEIRS AT THE TIME OF MY DEATH AND TO DISREGARD ALL RELATIVES NOT MENTIONED IN THESE SECTIONS.

2) IF THE TESTATOR'S CASE IS UNDER NO. (5), BUT NOT FOUND ABOVE, OR THE EXECUTOR IS CONFUSED ABOUT WHICH SECTION IS APPLICABLE SHE/HE MUST SEEK AND FOLLOW THE ADVICE OF THE ISLAMIC SOCIETY OF NORTH AMERICA (ISNA), INC. OF INDIANA. OPINION GIVEN IN WRITING BY ISNA MUST BE CONSIDERED FINAL AND BINDING TO ALL CONCERNED PERSONS.

CASE NO. (6):
SIBLINGS, NO SPOUSE, NO CHILDREN, NO CHILDREN OF SON(S) AND NO PARENTS

Surviving Heirs	Share of the Remainder
6.a) At least one full brother and any number of full sisters, with any number of father-side brothers and sisters; no brothers/sisters of mother side.	All remainder shall be distributed to the one full brother when he is alone or to full brother(s) and sister(s) on the basis of one share to a sister and two shares to a brother as stated in rules (1.a). Nothing to father-side brothers and sisters.
6.b) One or more full sister(s); no full or half brothers and no sisters either of father side or mother side.	The one sister takes all the remainder; Two or more sisters share equally all the remainder.

Surviving Heirs	Share of the Remainder
6.c) (6.a) or (6.b) with father of father.	1/2 to full brother or to full sister and 1/2 to father of father; 2/5 to each of father of father and full brother and 1/5 to sister; 1/3 to father of father and 2/3 to full brothers or to sisters, according to the rule of (1.a); nothing to father side brothers and sisters.
6.d) One or more full sister(s); and one or more sister(s) of father side; no full or half brothers and no sisters of mother side.	3/4 to the full sister and 1/4 to the father-side sister; or 3/4 to the full sister and 1/4 to the father-side sisters to be divided equally between them. Or if full sisters are two or more, all remainder to full sisters to be divided equally between them; and nothing to father-side sister(s).
6.e) (6.d) with father of father.	1/2 to the full sister; 1/6 to the father-side sister(s) equally between them; and 1/3 to the father of father. Or if full sisters are two or more, 2/3 to full sisters to be divided equally between them; 1/3 to father of father; and nothing to father-side sister(s).
6.f) One or more full sister(s); and one or more brother(s) of father side and one or more sister(s) of father side; no full brothers and no brothers/sisters of mother side.	1/2 to the one full sister, or 2/3 to the two or more full sisters equally between them; 1/2 or 1/3 (the rest) to the sisters and brothers of the father side to be distributed according to rules (1.a).
6.g) (6.f) with father of father	1/2 to the full sister; 1/6 to the father-side brothers and sister(s) to be divided between them according to rule (1.a); and 1/3 to the father of father. Or if full sisters are two or more, 2/3 to full sisters to be divided equally between them; 1/3 to father of father; and nothing to father-side brother(s) and sister(s).
6.h) Any combination of father-	Apply rules (6.a) and (6.c) after putting

 Signatures ----------

Surviving Heirs	Share of the Remainder
side brothers and sisters; no full brothers, no full sisters and no sisters/brothers of mother side; with or without father of father.	"father-side" in place of "full"
6.i) At least one full brother and any number of full sisters, with any number of father-side brothers and sisters; with one or more mother-side brother(s)/sister(s).	1/6 to mother-side brother or sister or 1/3 if they are two or more, equally between them regardless of gender; and the rest (5/6 or 2/3) to full brother or full brothers and sisters on the basis of one share to a sister and two shares to a brother as stated in rules (1.a). Nothing to father-side brothers and sisters.
6.j) At least one father-side brother and any number of father-side sisters, with no full brothers and no full sisters; with one or more mother-side brother(s)/sister(s).	1/6 to mother-side brother or sister or 1/3 if they are two or more, equally between them regardless of gender; and the rest (5/6 or 2/3) to father-side brother or father-side brothers and sisters on the basis of one share to a sister and two shares to a brother as stated in rules (1.a).
6.k) One or more full sister(s); no full or father-side brothers and one or more sister(s)/brother(s) of mother side.	1/4 to mother-side brother or sister or 2/5 if they are two or more, equally between them regardless of gender; 3/4 or 3/5 to the one sister; Or, 1/5 to mother-side brother or sister or 1/3 if they are two or more, equally between them regardless of gender; 4/5 or 2/3 to the two or more full sisters equally between them.
6.l) (6.i) or (6.j) or (6.k) with father of father.	Nothing to brothers and sisters from mother side, and distribution will be as in (6.c).
6.m) With children of deceased daughter(s).	Within the rules of Wasiyyah Wajibah as given in Section (IV. a) of the Last Will document or (8.4) of the Revocable Living Trust Document, distribute the shares of children of deceased daughters and other recipients as

Surviving Heirs	Share of the Remainder
	mentioned in Article (IV) of the Last Will or Article (8) of the Revocable Living Trust; then for the distribution of the remaining two thirds or more apply the riles (6.a) to (6.l).

NOTES: 1) I INSTRUCT THE EXECUTOR TO SEARCH IN SECTIONS (6.A) THROUGH (6.l) FOR THE SECTION THAT REFLECTS MY HEIRS AT THE TIME OF MY DEATH AND TO DISREGARD ALL RELATIVES NOT MENTIONED IN THESE SECTIONS.

2) IF THE TESTATOR'S CASE IS UNDER NO. (6), BUT NOT FOUND ABOVE, OR THE EXECUTOR IS CONFUSED ABOUT WHICH SECTION IS APPLICABLE SHE/HE MUST SEEK AND FOLLOW THE ADVICE OF THE ISLAMIC SOCIETY OF NORTH AMERICA (ISNA), INC. OF INDIANA. OPINION GIVEN IN WRITING BY ISNA MUST BE CONSIDERED FINAL AND BINDING TO ALL CONCERNED PERSONS.

CASE NO. (7): CHILDREN OF DAUGHTER(S) OR CHILDREN OF CHILDREN OF DAUGHTERS OR CHILDREN OF SON(S)'S DAUGHTERS, NO CHILDREN, NO CHILDREN OF SON(S) NO PARENTS, NO GRAND PARENTS, NO SPOUSE AND NO SIBLINGS

Surviving Heirs	Share of the Remainder
7.a) One or more, male or female children of daughters, no other relatives	All the remainder must be distributed to the one, or between them according to the rule in (1.a).
7.b) One or more, male or female children of children of daughters and/or children of daughters of sons, no other relatives	All the remainder must be distributed to the one or between them according to the rule in (1.a).

NOTES: 1) I INSTRUCT THE EXECUTOR TO SEARCH IN SECTIONS (7.a) THROUGH (7.b) FOR THE SECTION THAT REFLECTS MY HEIRS AT THE TIME

OF MY DEATH AND TO DISREGARD ALL RELATIVES NOT MENTIONED IN THESE SECTIONS.

2) IF THE TESTATOR'S CASE IS UNDER NO. (7), BUT NOT FOUND ABOVE, OR THE EXECUTOR IS CONFUSED ABOUT WHICH SECTION IS APPLICABLE SHE/HE MUST SEEK AND FOLLOW THE ADVICE OF THE ISLAMIC SOCIETY OF NORTH AMERICA (ISNA), INC. OF INDIANA. OPINION GIVEN IN WRITING BY ISNA MUST BE CONSIDERED FINAL AND BINDING TO ALL CONCERNED PERSONS.

CASE NO. 8:
SIMULTANIOUS DEATH AND ALL OTHER CASES

8.a. Person who may inherit from each other if they die one after the other shall not inherit from each other if they die simultaneously. The remainder of the estate of a deceased person must be distributed to all other heirs and beneficiaries in such a way as if the person who died simultaneously with the deceased person did not exist.

8.b. Surviving relatives who are not mentioned in cases (1) through (7) must be disregarded. However I direct and ordain that all cases not specifically mentioned in this schedule must be referred to the Islamic Society of North America (ISNA), of Plainfield, Indiana for opinion on the distribution of estate and that the advice of ISNA must be followed to the letter. Opinion given in writing by ISNA must be considered final and binding to all concerned persons.

8.c. Further, for any interpretation, if needed, of any of the cases and sub-cases in the Schedule of Mawarith or any of the Articles and provisions of the Last Will and Testament or the Living Trust or any other testator's document of which this Schedule of Mawarith is part, I ordain that the Executor, the Trustee and/or any court of competent jurisdiction shall and must seek the advice of and refer the matter to The Islamic Society of North America (ISNA) and that both the Executor, Trustee and courts must follow and implement the advice, resolution or opinion given by ISNA as being my final and binding will and desire.[12]

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[12] A Muslim man who is married to more that one wife, whether or not one of them has an officiated marriage contract, must add the following at the end of this Schedule of Mawarith:

CASE NO. 9:

Since I am married to and lived with each of the following women _____ _____
(*add here names of all wives including one who has a marriage contract*)
as a husband and wife, I hereby ordain and direct that the share of wife, wherever it appears in this Schedule, must be distributed equally between those who survive me of the above named women provided she remained tied to me in the bondage of marriage at the time of my death.
He and all the wives must execute the Waiver of Right of Election and the contract of distributing joint and other properties. If this footnote is irrelevant there must be no reference in the Schedule of Mawarith to Case No. 9.

By: Co-Trustee _____ Co-Trustee _____

Witnesses:
Name _____ Name _____
Address _____ Address _____
Signature _____ Signature _____

STATE OF ----------
COUNTY OF ---------

The foregoing instrument was acknowledged before me this day of --------, 20--, by (name of wife)---------- and (name of husband)----------. They are personally known to me/ produced as identification current (state)---------- driver's licenses, Nos.----------_and_----------, produced (name documents and their numbers)---------- as identification.

(NOTARY SEAL)

_____
(Print Name)
Notary Public
Serial # _____
My Commission Expires:_____