

IN THE CIRCUIT COURT IN AND FOR PALM BEACH  
COUNTY, FLORIDA

Probate Division:  
File No:

FRIENDS OF THE ISRAEL  
DEFENSE FORCES

Plaintiff,

v.

LAINIE BETH ROLDAN

Defendant.

**COMPLAINT**

Plaintiff, FRIENDS OF THE ISRAEL DEFENSE FORCES (“FIDF”), by and through its undersigned counsel, sues Defendant, LAINIE BETH ROLDAN (“ROLDAN”), as follows:

**FACTS COMMON TO ALL COUNTS**

1. This is an action concerning the Barry Rubin Legacy Trust under the Last Will and Testament of Barry E. Rubin dtd. December 3, 2019 (“Trust”) [Exhibit “A”].
2. The principle place of administration of the Trust is Palm Beach County, Florida.
3. FIDF is a 501(c)(3) not-for-profit organization and the residuary beneficiary under both the Will and Trust. Refer to ARTICLE IX of the Trust.
4. ROLDAN is a resident of Palm Beach County, Florida.
5. This Court has jurisdiction over the parties and the subject matter of this action.
6. On December 3, 2019, Barry E. Rubin executed the Trust.
7. Barry E. Rubin (“decedent”) died on October 27, 2021 in Palm Beach County, Florida at which time the Trust became irrevocable.
8. Prior to his death, the decedent owned the following assets:

Asset	DOD Value	Owner/Beneficiary/Joint Owner
2014 Mercedes Benz E350	\$13,189.00	Barry E. Rubin
Misc. tangible personal property	10,000.00	Barry E. Rubin
Charles Schwab Acct# [REDACTED]	9,099,788.61	Barry E. Rubin

Charles Schwab Acct# [REDACTED]	464,241.88	Helaine Rubin, beneficiary
Charles Schwab Acct# [REDACTED]	98,639.47	Belen Lopez, joint owner
Real estate: 5 The Hollows W., East Norwich, NY 11732	1,500,000.00 (estimate)	Barry E. Rubin
Real estate: 6190 Island Walk, Apt. A, Boca Raton, FL 33496	490,000.00 (estimate)	Barry E. Rubin (99%) and Judy Levine (1%), as joint tenants with right of survivorship (decedent's homestead)
<b>TOTAL</b>	<b>\$11,675,858.96</b>	

9. On October 19, 2021 (8 days prior to death), the decedent executed the attached Designated Beneficiary Plan Agreement for Charles Schwab Acct# [REDACTED] (hereinafter referred to as the "Beneficiary Designation") [Exhibit "B"] wherein the decedent allegedly designated ROLDAN as the sole beneficiary of the account.

10. FIDF is the only interested party to this action because there are sufficient assets in the Estate to pay all of the specific bequests.

11. On information and belief, the Beneficiary Designation is void on the basis of: (a) incapacity, (b) undue influence, (c) fraud, and/or (d) insane delusion. Refer to Counts I through IV below. Judy Levine, as Personal Representative of the Estate of Barry E. Rubin ("PR"), has declined to pursue an action against ROLDAN for undue influence and/or fraud and is precluded from pursuing an action to void the Beneficiary Designation on the basis of the decedent's incapacity and/or insane delusion. In addition, the PR objects to the appointment of an Administrator Ad Litem.

12. On November 9, 2021 (13 days after the decedent's death), ROLDAN transferred all of the assets in Charles Schwab Acct# [REDACTED] to herself.

**COUNT I**  
**VACATE BENEFICIARY DESIGNATION / INCAPACITY**

13. Paragraphs 1 through 12 are incorporated herein.

14. This is an action pursuant to §736.0201(4), F.S. concerning the Trust and to vacate/void the Beneficiary Designation on the basis of decedent's incapacity.

15. At the time the decedent executed the Beneficiary Designation, he lacked the mental capacity to understand the nature and effect of this transaction.

16. As a proximate result of decedent's incapacity, the Beneficiary Designation is void.

17. All conditions precedent to this Petition have been performed or have occurred.

WHEREFORE, Plaintiff prays that this Court: (a) void/vacate the Beneficiary Designation; (b) award Plaintiff its attorney's fees against ROLDAN pursuant to §736.1005; (c) award Plaintiff its costs against ROLDAN pursuant to §§ 57.041, 57.071 and 776.1006, F.S.; (d) impose an equitable lien on the \$9,099,788.61 ROLDAN improperly received from the decedent; (e) impose a constructive trust on the \$9,099,788.61 ROLDAN improperly received from the decedent; and (f) award Plaintiff such other relief as this Court deems just and proper.

## **COUNT II**

### **VACATE BENEFICIARY DESIGNATION / UNDUE INFLUENCE**

18. Paragraphs 1 through 12 are incorporated herein.

19. This is an action pursuant to §736.0201(4), F.S. concerning the Trust and to vacate/void the Beneficiary Designation on the basis of ROLDAN'S undue influence over the decedent.

20. ROLDAN is the decedent's daughter and a well-known spendthrift. Historically, whenever the decedent gave ROLDAN money, he made sure that there were sufficient safeguards in place to prevent ROLDAN from improperly expending all of the money.

21. ROLDAN unduly influenced the decedent into executing the Beneficiary Designation. At all times material hereto, the decedent was in a weakened mental state and was extremely susceptible to financial exploitation and undue influence. ROLDAN so controlled the mind of the decedent by persuasion, pressure, duress, force or coercion that there was a destruction of the

decedent's free agency and will power. ROLDAN took advantage of the decedent's weakened mental state and gained total control over his assets on deposit at Chase Bank thereby causing the transfer of funds to herself.

22. As a proximate result of ROLDAN'S undue influence upon the decedent, the Beneficiary Designation is void.

23. All conditions precedent to this Petition have been performed or have occurred.

WHEREFORE, Plaintiff prays that this Court: (a) void/vacate the Beneficiary Designation; (b) award Plaintiff its attorney's fees against ROLDAN pursuant to §736.1005; (c) award Plaintiff its costs against ROLDAN pursuant to §§ 57.041, 57.071 and 776.1006, F.S.; (d) impose an equitable lien on the \$9,099,788.61 ROLDAN improperly received from the decedent; (e) impose a constructive trust on the \$9,099,788.61 ROLDAN improperly received from the decedent; and (f) award Plaintiff such other relief as this Court deems just and proper.

**COUNT III**  
**VACATE BENEFICIARY DESIGNATION / FRAUD**

24. Paragraphs 1 through 12 are incorporated herein.

25. This is an action pursuant to §736.0201(4), F.S. concerning the Trust and to vacate/void the Beneficiary Designation on the basis of fraud.

26. ROLDAN defrauded the decedent into executing the Beneficiary Designation.

27. As a proximate result of ROLDAN'S fraud upon the decedent, the Beneficiary Designation is void.

28. All conditions precedent to this Petition have been performed or have occurred.

WHEREFORE, Plaintiff prays that this Court: (a) void/vacate the Beneficiary Designation; (b) award Plaintiff its attorney's fees against ROLDAN pursuant to §736.1005; (c) award Plaintiff its costs against ROLDAN pursuant to §§ 57.041, 57.071 and 776.1006, F.S.; (d) impose an

equitable lien on the \$9,099,788.61 ROLDAN improperly received from the decedent; (e) impose a constructive trust on the \$9,099,788.61 ROLDAN improperly received from the decedent; and (f) award Plaintiff such other relief as this Court deems just and proper.

**COUNT IV**  
**VACATE BENEFICIARY DESIGNATION / INSANE DELUSION**

29. Paragraphs 1 through 12 are incorporated herein.

30. This is an action pursuant to §736.0201(4), F.S. concerning the Trust and to vacate/void the Beneficiary Designation on the basis of the decedent's insane delusion.

31. At the time the decedent executed the Beneficiary Designation, he was under an insane delusion.

32. As a proximate result of the decedent's insane delusion, the Beneficiary Designation is void.

33. All conditions precedent to this Petition have been performed or have occurred.

WHEREFORE, Plaintiff prays that this Court: (a) void/vacate the Beneficiary Designation; (b) award Plaintiff its attorney's fees against ROLDAN pursuant to §736.1005; (c) award Plaintiff its costs against ROLDAN pursuant to §§ 57.041, 57.071 and 776.1006, F.S.; (d) impose an equitable lien on the \$9,099,788.61 ROLDAN improperly received from the decedent; (e) impose a constructive trust on the \$9,099,788.61 ROLDAN improperly received from the decedent; and (f) award Plaintiff such other relief as this Court deems just and proper.

**COUNT V**  
**TORTIOUS INTERFERENCE WITH AN EXPECTANCY**

34. Paragraphs 1 through 12 are incorporated herein.

35. This is an action for damages against ROLDAN for tortuously interfering with the Plaintiffs' expectancy.

36. ROLDAN took advantage of the decedent's diminished capacity and unduly influenced and/or defrauded him to execute the Beneficiary Designation.

37. The Decedent had a fixed intention to give the Plaintiffs their bequests, and there existed a strong probability that his intentions would have been carried out but for the undue influence and/or fraud on the part of ROLDAN

38. But for ROLDAN'S actions, the Plaintiffs would have received their bequests.

39. All conditions precedent to this Petition have been performed or have occurred.

WHEREFORE, Plaintiff prays that this Court: (a) award Plaintiff its compensatory damages against ROLDAN; (b) award Plaintiff its attorney's fees against ROLDAN pursuant to §736.1005; (c) award Plaintiff its costs against ROLDAN pursuant to §§ 57.041, 57.071 and 776.1006, F.S.; (d) impose an equitable lien on the \$9,099,788.61 ROLDAN improperly received from the decedent; (e) impose a constructive trust on the \$9,099,788.61 ROLDAN improperly received from the decedent; and (f) award Plaintiff such other relief as this Court deems just and proper.

**COUNT VI**  
**UNJUST ENRICHMENT**

40. Paragraphs 1 through 12 are incorporated herein.

41. This is an action against ROLDAN for unjust enrichment and an alternative cause of action to Counts I – V above.

42. At all times material hereto, ROLDAN was in a confidential relationship between the decedent.

43. ROLDAN is improperly in possession of the decedent's personal property valued in excess of \$9,099,788.61.

44. ROLDAN abused her confidential relationship with decedent and improperly acquired and retained the decedent's personal property which she should not in equity and good conscience have retained. As a result, ROLDAN has been unjustly enriched to the detriment of Plaintiffs in the amount of \$9,099,788.61.

45. The circumstances are such that it would be inequitable for ROLDAN to retain the benefit of the personal property without paying fair value.

46. Plaintiff has no adequate remedy at law.

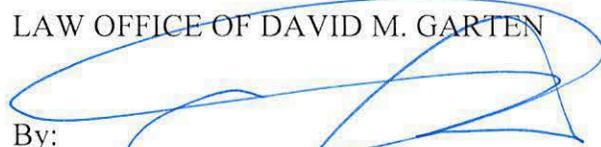
47. All conditions precedent to this action have been performed or have occurred.

WHEREFORE, Plaintiff prays that this Court: (a) award Plaintiff its compensatory damages against ROLDAN; (b) award Plaintiff its attorney's fees against ROLDAN pursuant to §772.11, F.S.; (c) award Plaintiff its costs against ROLDAN pursuant to §§ 57.041, 57.071 and 772.11, F.S.; (d) impose an equitable lien on the \$9,099,788.61 ROLDAN improperly received from the decedent; (e) impose a constructive trust on the \$9,099,788.61 ROLDAN improperly received from the decedent; and (f) award Plaintiff such other relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a jury trial on all issues triable by right by a jury.

LAW OFFICE OF DAVID M. GARTEN

By: 

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LAST WILL AND TESTAMENT  
OF  
BARRY RUBIN

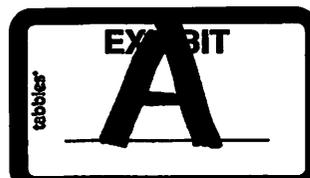
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**LAST WILL AND TESTAMENT  
OF  
BARRY RUBIN**

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NOT A  
CERTIFIED COPY

## LAST WILL AND TESTAMENT OF BARRY RUBIN

I, BARRY RUBIN, of Palm Beach County, Florida, revoke any prior Will and Codicils and declare this to be my Will.

### ARTICLE I

#### Family Information

I am not married. I have one (1) child born before the date of my Will, LAINIE B. ROLDAN. Any reference to "my child" shall refer to LAINIE B. ROLDAN. Any reference to "my descendants" shall refer to LAINIE B. ROLDAN and her descendants.

### ARTICLE II

#### Burial Instructions

It is my intent that my remains be buried in my family burial plot located at Mount Carmel Cemetery located in Queens County, New York, and I hereby authorize and direct my Personal Representative to make such arrangements. I further authorize and direct my Personal Representative to purchase a suitable headstone as an expense of my estate to designate such burial plot.

### ARTICLE III

#### Tangible Personal Property

A. **Separate Writing.** I may dispose of some or all of my tangible personal property in one or more separate written lists, provided such lists are signed by me and describe the dispositions to be made with reasonable certainty. If there is a conflict between one or more of the separate written lists, the most recent list will control the disposition of that item. To be binding, a separate written list must be found within three (3) months of my death.

B. **General Gift of Tangible Personal Property.** My Personal Representative is authorized to sell any property that my Personal Representative may determine I would not wish to have preserved for my heirs and to add the proceeds of sale to my estate. I give the balance of such property (except such tangible personal property bequeathed pursuant to paragraph G. of



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Article IV) to LAINIE B. ROLDAN, if she is then living, outright, free of trust; otherwise this bequest shall lapse.

C. **Gift Includes Insurance.** A gift of property under this Article includes my rights under any insurance policies related to such property or the proceeds of such policies.

D. **Payment of Packing, Shipping and Delivery Expenses.** The expense of packing, shipping, insuring and delivering tangible personal property to an individual under this Article at such individual's residence or place of business shall be paid by my Personal Representative as an administration expense.

E. **Survivorship.** Except when I may have specifically provided otherwise, any gift to an individual under this Article shall take effect only if the individual survives me, and no anti-lapse rule shall apply.

#### ARTICLE IV

##### Bequests

As soon as practical upon my death the Personal Representative shall make the following distributions:

A. **FOURTY THOUSAND DOLLARS** (\$40,000.00) shall be set aside and distributed to LAINIE B. ROLDAN, if she is then living, outright, free of trust; otherwise this bequest shall lapse.

B. **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000.00) shall be set aside and distributed to MARC A. RUBIN, if he is then living, outright, free of trust; otherwise this bequest shall lapse.

C. **TEN THOUSAND DOLLARS** (\$10,000.00) shall be set aside and distributed to SHOSHANA RUBIN, if she is then living, outright, free of trust; otherwise this bequest shall lapse.

D. **TEN THOUSAND DOLLARS** (\$10,000.00) shall be set aside and distributed to DEBORAH RUBIN, if she is then living, outright, free of trust; otherwise this bequest shall lapse.



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E. FIVE THOUSAND DOLLARS (\$5,000.00) shall be set aside and distributed to **MARISSA RUBIN**, if she is then living, outright, free of trust; otherwise this bequest shall lapse.

F. TEN THOUSAND DOLLARS (\$10,000.00) shall be set aside and distributed to **MATTHEW RUBIN**, if he is then living, outright, free of trust; otherwise this bequest shall lapse.

G. All of my right, title and interest in my primary residence which is my homestead property defined under Florida law, which is currently commonly known as 6190 Island Walk, Apartment A, Boca Raton, Florida 33496, including the contents thereof, shall be set aside and distributed to **JUDY LEVINE**, if she is then living, outright, free of trust, or if not, then distributed to **JUDY LEVINE's** descendants, per stirpes, outright, free of trust.

#### ARTICLE V

##### Residue

My Personal Representative shall set aside all of the rest, residue and remainder of my estate, real and personal ("my Residuary Estate"), including any property mentioned above but not effectively disposed of, and shall distribute such property to the Trustee of the trust created under the Article hereunder entitled "**BARRY RUBIN LEGACY TRUST**", to be administered pursuant to the terms thereof.

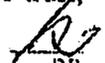
#### ARTICLE VI

##### Barry Rubin Legacy Trust

Property that is to be held in the Barry Rubin Legacy Trust shall be held under this Article and all references to the "Barry Rubin Legacy Trust" shall be to the trust held under this Article.

##### A. Distributions Only Upon Beneficiary's Attainment of Specific Ages.

1. The Trustee shall distribute the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to **SAMANTHA RUBIN**, outright, free of trust, upon **SAMANTHA RUBIN** attaining the age of twenty-one (21), and an additional TWENTY THOUSAND DOLLARS (\$20,000.00) shall be distributed to **SAMANTHA RUBIN**, outright, free of trust,

  
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upon SAMANTHA RUBIN attaining the age of twenty-eight (28). In the event this trust is funded after SAMANTHA RUBIN has attained either or both such ages, then the Trustee shall make immediate distribution to SAMANTHA RUBIN, outright, free of trust, of any such amount(s) that would otherwise have been distributable to SAMANTHA RUBIN had the trust been funded prior to SAMANTHA RUBIN attaining such age(s). In the event SAMANTHA RUBIN is not living at the time of distribution, then such bequest(s) shall lapse.

2. The Trustee shall distribute the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) to CLAIRE RUBIN, outright, free of trust, upon CLAIRE RUBIN attaining the age of twenty-one (21), and an additional TWENTY THOUSAND DOLLARS (\$20,000.00) shall be distributed to CLAIRE RUBIN, outright, free of trust, upon CLAIRE RUBIN attaining the age of twenty-eight (28). In the event this trust is funded after CLAIRE RUBIN has attained either or both such ages, then the Trustee shall make immediate distribution to CLAIRE RUBIN, outright, free of trust, of any such amount(s) that would otherwise have been distributable to CLAIRE RUBIN had the trust been funded prior to CLAIRE RUBIN attaining such age. In the event CLAIRE RUBIN is not living at the time of distribution, then such bequest(s) shall lapse.

3. The Trustee shall distribute the sum of TEN THOUSAND DOLLARS (\$10,000.00) to MATTHEW RUBIN, outright, free of trust, upon MATTHEW RUBIN attaining the age of twenty-eight (28). In the event this trust is funded after MATTHEW RUBIN has attained the age of twenty-eight (28), then the Trustee shall immediately distribute TEN THOUSAND DOLLARS (\$10,000.00) to MATTHEW RUBIN, outright, free of trust, upon the funding of this trust. In the event MATTHEW RUBIN is not living at the time of distribution, then this bequest shall lapse.

4. The Trustee shall distribute the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) annually to REBECCA ROLDAN, outright, free of trust, upon REBECCA ROLDAN attaining the age of twenty-one (21). In the event REBECCA ROLDAN is not living at the time of distribution, or if REBECCA ROLDAN has not attained the age of twenty-one (21) at the time of distribution, then this bequest shall lapse.

5. The Trustee shall distribute the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) annually to SARAH ROLDAN, outright, free of trust, upon SARAH ROLDAN attaining the age of twenty-one (21). In the event SARAH ROLDAN is not living at

  
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the time of distribution, or if SARAH ROLDAN has not attained the age of twenty-one (21) at the time of distribution, then this bequest shall lapse.

6. The Trustee shall distribute the sum of FORTY THOUSAND DOLLARS (\$40,000.00) annually to LAINIE B. ROLDAN, outright, free of trust, upon LAINIE B. ROLDAN attaining the age of sixty (60). In the event LAINIE B. ROLDAN is not living at the time of distribution, or if LAINIE B. ROLDAN has not attained the age of sixty (60) at the time of distribution, then this bequest shall lapse.

**B. Annual Distributions Regardless of Age.**

1. The Trustee shall distribute the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) annually to MARC H. RUBIN, outright, free of trust. In the event MARC H. RUBIN is not living, then this bequest shall lapse.

2. The Trustee shall distribute the sum of TEN THOUSAND DOLLARS (\$10,000.00) annually to EILEEN GOULD, outright, free of trust. In the event EILEEN GOULD is not living, then this bequest shall lapse.

3. The Trustee shall distribute the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) annually to LORETTA FRIEDMAN, outright, free of trust. In the event LORETTA FRIEDMAN is not living, then this bequest shall lapse.

C. **Net Income Distribution First.** To the extent sufficient the distributions hereunder shall be made first from the net income, and then from the principal of the trust.

D. **Undistributed Net Income.** Any net income not so distributed shall be accumulated and annually added to principal.

E. **Termination of Trust.** In the event there are no living beneficiaries mentioned or described under both Paragraphs A. and B. above then the property then held in the Barry Rubin Legacy Trust shall be distributed pursuant to the Article hereunder entitled "Takers of Last Resort".

**ARTICLE VII  
Substance Abuse**

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

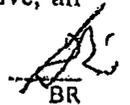


A. **Dependence.** If the individual serving as Trustee reasonably believes that: (1) a beneficiary of any trust created under this Will (i) routinely or frequently uses or consumes any illegal drugs or other illegal chemical substance so as to be physically or psychologically dependent upon that drug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

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

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

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



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

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

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

**E. Discretionary Distributions.** While mandatory distributions and withdrawal rights are suspended, the trust will be administered as a discretionary trust to provide for the Beneficiary according to the provisions of the trust providing for discretionary distributions in the Trustee's discretion (other than an Interested Trustee) and any provisions of the trust relating to distributions for the Beneficiary's health, education, maintenance and support.

**F. Resumption of Mandatory Distributions and Withdrawal Rights.** When mandatory distributions to and withdrawal by the Beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended may be distributed to the Beneficiary at that time and the balance of any rights of withdrawal by the Beneficiary shall be immediately exercisable by the Beneficiary. If the Beneficiary dies before mandatory distributions or rights of withdrawal are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the alternate beneficiaries of the Beneficiary's share as provided hereunder and shall not be distributed to his or her estate.

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

**H. Exoneration Provision.** It is not my intention to make the Trustee (or any doctor or psychiatrist retained by the Trustee) responsible or liable to anyone for a Beneficiary's actions or welfare. The Trustee has no duty to inquire whether a Beneficiary uses drugs or other substances. The Trustee (and any doctor or psychiatrist retained by the Trustee) will be



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indemnified from the trust estate for any liability in exercising the Trustee's judgment and authority under this Article, including any failure to request a Beneficiary to submit to medical examination and including a decision to distribute suspended amounts to a Beneficiary.

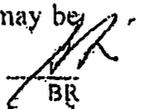
I. **Tax Savings Provisions.** Notwithstanding the provisions of the preceding subparagraphs or any other provision of this Will, the Trustee shall not suspend any mandatory distributions required for a trust to qualify, in whole or in part, for any Federal or state marital deduction or charitable deduction or as a qualified subchapter S trust. Finally, nothing herein shall prevent a distribution mandated by the provisions hereof relating to the Maximum Duration of Trusts.

## ARTICLE VIII

### Protection From Unusual Circumstances

A. **Discretion to Withhold Distributions.** The Trustee shall have the power to refrain from distributing outright the principal or income, or both, of a trust to a beneficiary when otherwise subject to mandatory distributions or withdrawal rights, when unusual circumstances exist which, in the Trustee's sole discretion, cause it to be in such beneficiary's best interest to withhold such distributions or withdrawal rights. This discretion has been granted to the Trustee because it is impossible now to foresee what unusual circumstances may exist in any beneficiary's life in the future. Accordingly, such discretion should be exercised solely in light of such beneficiary's best interest and determined when such event occurs.

Such unusual circumstances may include, for example, if such beneficiary is then a defendant in serious litigation, is in bankruptcy proceedings, or similar severe financial difficulties, is involved in serious matrimonial problems, is unable, by reason of physical, mental, or emotional condition to properly administer the assets to be paid over to him or her, is living under a form of government incarceration or other conditions making it likely that the funds to be paid over would be subject to confiscation or expropriation, or is not employed in a position that would be expected of someone with his or her education or abilities, taking into consideration not only actual education but the means to seek additional education using the income or principal of the Trust Estate. It is my intention that any beneficiary of the Trust Estate not rely on the Trust Estate as a resource available to them that decreases their ambition or desire to achieve educational, financial, or professional goals during those years in which they may be



gainfully employed. This Paragraph is merely explanatory of my intent with which this discretion is granted and is meant solely as a non-binding guide to the Trustee, and it shall not be construed as an effort to alter or limit the rights, powers, authorities, duties, privileges, immunities and discretion conferred upon Trustee.

B. **Resuming Mandatory Distributions and Withdrawal Rights.** When mandatory distributions to and withdrawal rights by the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended shall be distributed to the beneficiary at that time and the balance of any rights of withdrawal by the beneficiary shall be immediately exercisable by the beneficiary. If the beneficiary dies before mandatory distributions or withdrawal rights are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the persons who would be the alternate beneficiaries of that beneficiary's share as provided hereunder and shall not be distributed to his or her estate.

C. **Tax Savings Provisions.** Notwithstanding the foregoing, the Trustee cannot suspend any mandatory distributions to or for the benefit of the beneficiary that are required in order for that trust to qualify for any Federal transfer tax exemption, deduction or exclusion allowable with respect to that trust, or that are required to qualify the trust as a qualified Subchapter S trust.

## ARTICLE IX

### Takers of Last Resort

The Trustee shall set aside and distribute any property that is not otherwise disposed of under this Will to **FRIENDS OF THE ISRAEL DEFENSE FORCES**, a 501(c)(3) not-for-profit organization, with a current mailing address of P.O. Box 4224 NY, NY 10163, or its successor in interest, outright, free of trust. If **FRIENDS OF THE ISRAEL DEFENSE FORCES**, or its successor in interest, is not then in existence, or if such organization is not a charitable organization described in IRC § 170(c), 501(c) and 2055(a) at the time of distribution, then I direct the Trustee to apply the cy pres doctrine and to distribute the property in the Trustee's sole and absolute discretion. The decision of the Trustee shall be conclusive and binding upon all interested parties.

  
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**ARTICLE X**

**Maximum Duration for Trusts**

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

**ARTICLE XI**

**Outright Transfers if Trust Already Terminated**

Where property is directed under this Will to be held in trust and the time for termination of such trust has been reached, then the property shall not pass in trust but rather shall pass as the remainder of such trust is directed to be transferred at the time for termination of such trust.

**ARTICLE XII**

**Payments to Minors**

Whenever income or principal becomes distributable to a person under eighteen (18) years of age (described herein as the "Minor" regardless of the actual legal age of majority) for any reason, my Personal Representative or the Trustee may make the distribution in any way in which my Personal Representative or the Trustee shall deem appropriate, including (but not limited to) those enumerated in this Article:

A. **Distribution to Trust.** My Personal Representative or the Trustee may hold the property in a separate trust for the Minor until the Minor attains eighteen (18) years of age. My Personal Representative or the Trustee may distribute to the Minor as much of the net income and/or principal of the trust as my Personal Representative or the Trustee may at any time and from time to time determine, for any purpose, annually adding to principal any undistributed net income. When the Minor reaches eighteen (18) years of age, my Personal Representative or the Trustee shall distribute the property to the Minor. If the Minor dies before reaching eighteen (18) years of age, then upon the Minor's death, my Personal Representative or the Trustee shall distribute the property as follows:

I. to the Minor's descendants surviving the Minor, per stirpes; or if there are no such descendants then living, then

  
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2. if the Minor was a grandchild or more remote descendant of mine, to the descendants then living, per stirpes, of the Minor's nearest ancestor who was a descendant of mine with descendants then living, or if there are no such descendants then living, or if the Minor was a child of mine, then

3. to my descendants then living, per stirpes,

4. if none, then pursuant to the Article hereunder entitled "Residue".

Any trust under this paragraph entitled "Distribution to Trust" shall terminate upon the expiration of the Maximum Duration for Trusts as defined elsewhere in this Will, and the remaining trust property shall be distributed to the Minor in one of the other ways authorized in this Article.

B. **Distribution to Custodian.** My Personal Representative or the Trustee may distribute the property to a custodian or successor custodian under any state's version of the Uniform Transfers (or Gifts) to Minors Act, including a custodian selected by the Personal Representative or the Trustee. My Personal Representative or the Trustee may select any age for termination of the custodianship permitted under the Act, giving due consideration to selecting eighteen (18) years of age if that is permitted, and may designate successor custodians.

C. **Distribution to Donee of a Power During Minority.** My Personal Representative or the Trustee may actually distribute the property to anyone serving as Trustee under this Will, in a manner so that it then vests in the Minor, to hold the same as donee of a power during minority, such donee to have all the powers of a Trustee under this Will (including the power to apply the property for the Minor) and to be compensated as if the property were a separate trust, but with no duty to account to any court periodically or otherwise.

D. **Distribution to a Guardian of a Minor's Property.** My Personal Representative or the Trustee may distribute the property to a Guardian of the Minor's estate.

E. **Distribution to a Minor's Parent.** My Personal Representative or the Trustee may distribute the property to a parent of the Minor even if the parent does not assume any formal fiduciary capacity concerning the property.

F. **Distribution Directly to a Minor.** My Personal Representative or the Trustee may distribute the property directly to the Minor if the Minor has attained fourteen (14) years of age and my Personal Representative or the Trustee determine that the Minor has the practical capacity to own the type and amount of property in question.



G. Exoneration of Fiduciary for Distributions for Minor. My Personal Representative or the Trustee shall be free from any responsibility for the subsequent disposition of the property if it is distributed in one of the ways specified in this Article.

**ARTICLE XIII**  
**Spendthrift Provision**

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

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

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

**ARTICLE XIV**  
**Retirement Benefits**

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

The provisions of this Article are subject to any expressly contrary provisions contained in any beneficiary designation, Retirement Plan, contract or agreement, or other controlling document.

A. **Disposition of Participant's Interest.** The Retirement Benefits shall be disposed of in the same manner as my Residuary Estate hereunder.

B. **Selection of "Payout Schedule."** My Personal Representative or the Trustee may exercise any right to determine the manner and timing of payment of Retirement Benefits that is available to the recipient of the benefits, but my Personal Representative or the Trustee must exercise such rights in a manner consistent with the Federal income tax rules governing required minimum distributions under Code Sec. 401(a)(9).

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

  
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## ARTICLE XV

### Life Insurance

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

A. **Disposition of Insured's Interests.** Life insurance proceeds on my life shall be disposed of in the same manner as my Residuary Estate hereunder. These provisions are subject to the following exemption from creditors.

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

## ARTICLE XVI

### Payment of Death Taxes

A. **All from Residue.** All estate, inheritance, legacy, succession, generation-skipping, or other wealth transfer taxes (other than any additional estate tax imposed by Code Secs. 2031(c)(5)(C), 2032A(c) or 2057(f), any generation-skipping transfer tax on any generation-skipping transfer other than a direct skip or any comparable tax imposed by any other taxing authority) that result from my death and that are imposed by any domestic or foreign taxing authority with respect to all property taxable by reason of my death, together with interest and penalties on those taxes, shall be charged against and paid without apportionment out of the residue of my estate as an administration expense.

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

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

2. The tax on any property over which I had a general power of appointment and which is included in my gross estate under Code Sec. 2041, whether or not the power is exercised, shall be apportioned and paid in the manner provided by the Internal Revenue Code and applicable law, provided that, if the general power is exercisable by this Will, I hereby exercise the power to the extent of directing the recipient or recipients of the property to which this power of appointment relates to pay to or on behalf of my Personal Representative all the additional tax at the marginal rate caused by its inclusion and not just its proportionate share of tax at the average rate. However, this shall not apply to taxes on property included in my gross estate solely because I had a withdrawal right over a fractional share or pecuniary portion of the property, limited to the amount set forth in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000)) or the percentage set forth in Code Sec. 2514(e)(2) (currently, Five Percent (5%)), which shall be paid out of my estate as an administration expense, without apportionment and with no right of reimbursement from the recipient or recipients of the property to which this power of appointment relates, and before any determination of my Residuary Estate or of any shares or interests therein.

3. Any generation-skipping transfer tax (other than a tax on a direct skip of property passing as part of my estate and disposed of under this Will prior to the Article disposing of my Residuary Estate) shall be charged to the property constituting the transfer in the manner provided by Code Sec. 2603(b).

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

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



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## ARTICLE XVII

### Personal Representative Appointments

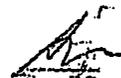
A. **Appointment of Personal Representative.** I appoint JUDY LEVINE to serve as Personal Representative hereunder. In the event JUDY LEVINE fails to qualify or ceases to serve as Personal Representative, then I appoint JPMORGAN CHASE BANK, N.A. to serve as Personal Representative.

B. **Compensation of Personal Representatives.** An individual Personal Representative may receive reasonable compensation in accordance with the law of the State of Florida in effect at the time of payment, unless the Personal Representative waives compensation. A corporate Personal Representative shall be compensated in accordance with its fee schedule as in effect at the time of payment. I authorize a corporate Personal Representative to charge additional fees for services it provides hereunder that are not comprised within its duties as Personal Representative; for example, a fee charged by a mutual fund it administers in which my estate invests, a fee for providing an appraisal or a fee for providing corporate finance or investment banking services. I also recognize that a corporate Personal Representative may charge separately for some services comprised within its duties as Personal Representative; for example, a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Personal Representative. The collection by my Personal Representative of insurance proceeds and retirement benefits payable to my estate shall not be subject to Personal Representative's compensation

## ARTICLE XVIII

### Trustee Appointments

A. **Appointment of Trustee.** I appoint SARAH ROLDAN to serve as Trustee hereunder. In the event SARAH ROLDAN fails or ceases to serve as Trustee for any reason, then I appoint JUDY LEVINE to serve as Successor Trustee. In the event JUDY LEVINE fails or ceases to serve as Trustee for any reason, then I appoint JPMORGAN CHASE BANK, N.A. to serve as Successor Trustee.



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B. **Compensation of Trustees.** Individual Trustees shall receive reasonable compensation, unless the Trustee waives compensation. A corporate Trustee shall be compensated in accordance with its fee schedule as in effect at the time of payment. A corporate Trustee shall be entitled to compensation for its services in any fiduciary capacity, including with respect to each fund held for the benefit of a minor, as provided in its regularly published schedule of compensation in effect at the time such compensation is paid or otherwise as may be agreed in writing, including minimum fees, fees based on the value of assets, additional compensation for special investments and services, and increases in the commissionable base upon which such compensation is calculated to include the value of any trust includible in my estate for federal estate tax purposes, notwithstanding that such stipulated compensation shall be greater than that now in effect or than that otherwise provided from time to time under applicable law, and such compensation may be paid at any time without court approval.

**ARTICLE XIX**  
**Fiduciary Provisions**

A. **General Provisions Regarding Changes in Fiduciaries.**

1. Any corporation resulting from any merger, conversion, reorganization or consolidation to which any corporation acting as Trustee hereunder shall be a party, or any corporation to which shall be transferred all or substantially all of any such corporation's trust business, shall be the successor of such corporation as trustee hereunder, without the execution or filing of any instrument or the performance of any further act and shall have the same powers, authorities and discretions as though originally named hereunder.

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

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

  
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or Trustee that may not be waived by a governing instrument. Such resignation shall be by acknowledged instrument executed by the resigning Personal Representative or Trustee and delivered to any other fiduciary (including any Estate Protector or Trust Protector) acting hereunder, or if none, to my then living eldest adult and competent descendant (who is a beneficiary of the trust of which the trustee is resigning), or if none, then to the guardian of my then living eldest adult and competent descendant (who is a beneficiary of the trust of which the trustee is resigning) or, if such descendant is a minor and no guardian for such minor has been appointed and is acting, then to the parent of such descendant or other individual with whom such minor resides.

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

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



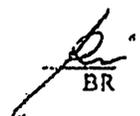
**B. Accountings and Other Proceedings.**

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

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

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

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

  
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respect to property that has been directed to be distributed and notwithstanding any direction that the property be distributed "as it is then constituted" until such property is actually distributed.

**E. Additional General Provisions Regarding Fiduciaries.**

1. "Interested Personal Representative" means any Personal Representative who is, or in the future may be, eligible to receive income or principal under this Will. A person is an Interested Personal Representative even if he or she has a remote contingent remainder interest, but is not an Interested Personal Representative if his or her only interest is as a potential distributee under a discretionary power held by a Disinterested Trustee, and/or as a potential appointee under a non-fiduciary power of appointment held by another person, the exercise of which will take effect only in the future, such as a testamentary power held by a living person.

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

3. My Trustee may make distributions directly from my estate to beneficiaries of a trust hereunder, but only at the direction of the Trustee authorized to make such distributions.

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

5. The Trustee of a trust may have duties and responsibilities in addition to those described in the instrument creating the trust. If you have questions, you should obtain legal advice.



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

7. Except to the extent, if any, specifically provided otherwise in this Will, references to my Personal Representative or the Trustee shall, in their application to my estate or a trust hereunder, refer to all those from time to time acting as Personal Representative or Trustee of that Trust and, if two Personal Representatives or Trustees are eligible to act on any given matter, they shall act unanimously, and if more than two Personal Representatives or Trustees are eligible to act on a given matter, they shall act by majority. In the exercise of discretion over distributions, if this Will provides that certain Trustees may participate in distributions limited by an ascertainable standard while a different set of Trustees may participate in distributions for any purpose, if the two sets of Trustees (each acting by its own majority) want to distribute the same item of income or principal to different recipients, the distribution desired by the set of Trustees participating in distributions for any purpose shall prevail.

8. My Personal Representative and Trustee shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper administration of my estate or a trust hereunder or in furtherance of his or her fiduciary duties and obligations.

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

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



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11. My Personal Representative and the Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel and pay investment counsel reasonable compensation in addition to fees otherwise payable to my Personal Representative or the Trustee, notwithstanding any rule of law otherwise prohibiting such dual compensation. My Personal Representative and the Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of my estate or the trust. My Personal Representative and the Trustee may, but need not, favor retention of assets originally owned by me. My Personal Representative and the Trustee shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived. My Personal Representative and the Trustee may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Will.

12. The fact that a Personal Representative or Trustee (or a firm of which a Personal Representative or Trustee is a member or with which a Personal Representative or Trustee is otherwise affiliated) renders legal or other professional services to my estate or a trust hereunder shall not be deemed a conflict of interest, and my Personal Representative or the Trustee may pay fees for such services to such Personal Representative or Trustee or firm without prior approval of any court or any beneficiary, whether or not there is a Co-Personal Representative or Co-Trustee to approve such payment. An attorney or other Personal Representative or Trustee who also renders professional services shall receive full compensation for both services as a Personal Representative or Trustee and the professional services rendered, except as specifically limited by law.

13. If I have given the Trustee discretion concerning distributions of income or principal, that discretion shall be absolute and uncontrolled and subject to correction by a court only if the Trustee should act utterly without reason, in bad faith, with reckless indifference to the purposes of the trust or the interests of the beneficiaries, in violation of specific provisions of this Will. It is my strong belief that the Trustee will be in the best position to interpret and carry out the intentions expressed herein under changing circumstances.

  
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14. Notwithstanding any other provision of this Will, each Trustee is prohibited from making, voting on or otherwise participating in any discretionary distribution of income or principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust.

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

**ARTICLE XX**  
**Fiduciary Powers**

My Personal Representative and the Trustee may, without prior authority from any court, exercise all powers conferred by this Will or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to this Will or to any trust hereby created. My Personal Representative and the Trustee shall have sole and absolute discretion in exercising these powers. Except as specifically limited by this Will, these powers shall extend to all property held by my Personal Representative and the Trustee until the actual distribution of the property. The powers of my Personal Representative and the Trustee shall also include the following powers:

A. **Special Trustee Liability Provision.** I recognize that some persons may be hesitant to serve as Trustee hereunder because of a concern about potential liability. Therefore, with respect to any trust created hereunder (i) no Trustee shall incur any liability by reason of any error of judgment, mistake of law, or action of any kind taken or omitted to be taken in connection with the administration of any trust created hereunder if in good faith reasonably believed by such Trustee to be in accordance with the provisions and intent hereof, except for matters involving such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence, (ii) no Trustee shall have any fiduciary responsibility to observe, monitor or evaluate the actions of the other Trustee and shall not be liable to any party for the failure to seek to remedy a breach of trust, or in a recurring situation to request instructions from a court having jurisdiction over the trust, even if a Trustee may be guilty of a gross violation of fiduciary duties hereunder, and (iii) each Trustee shall be fully indemnified by the trust estate against any claim or demand by any trust beneficiary or trust creditor, except for any claim or demand based

  
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on such Trustee's willful misconduct or gross negligence proved by clear and convincing evidence. Expenses incurred by a Trustee in defending any such claim or demand shall be paid by the trust estate in advance of the final disposition of such claim or demand, upon receipt of an undertaking by or on behalf of such Trustee to repay such amount if it shall ultimately be determined that such Trustee is not entitled to be indemnified as authorized by this paragraph. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is not authorized to participate hereunder (including the duty to review or monitor trust investments).

**B. Allocate Receipts and Disbursements.** My Personal Representative or the Trustee (excluding, however, any Interested Personal Representative or Interested Trustee) may allocate receipts and disbursements to income or principal in such manner as my Personal Representative or the Trustee (excluding, however, any Interested Personal Representative or Interested Trustee) shall determine, even though a particular allocation may be inconsistent with otherwise applicable state law. My Personal Representative shall follow any direction by the trustees of a trust (excluding, however, any Interested Trustee) with respect to allocations affecting property passing to that trust.

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

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

  
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a substantial impairment of principal. My Personal Representative shall follow any direction given by the trustees of a trust (excluding, however, any Interested Trustee) with respect to amortizations affecting property passing to that trust.

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

F. **Sale or Exchange of Property.** My Personal Representative or the Trustee may sell property at public or private sale, for cash or upon credit, exchange property for other property, lease property for any period of time and give options of any duration for sales, exchanges or leases. My Personal Representative or the Trustee may give such warranties or indemnifications as my Personal Representative or the Trustee may deem advisable. My Personal Representative or the Trustee may engage in transactions with any estate or trust, including but not limited to the estate of any of my descendants or any trust established by me or any of my descendants. Such transactions shall include lending money to, borrowing money



from, purchasing real or personal property from, selling real or personal property to or exchanging real or personal property with the fiduciary of any estate or trust upon any terms or conditions.

G. **Payment of Debts and Last Expenses.** My Personal Representative may pay my debts as soon as practicable in the course of the administration of my estate and pay my funeral and burial expenses without regard to any limits otherwise imposed by law on funeral and burial expenses.

H. **Administration Expenses for Property Outside Domicile.** My Personal Representative may pay out of my general estate administration expenses incurred in connection with real or tangible personal property located outside of my domicile.

I. **Determinations About Property.** My Personal Representative or the Trustee may determine what property is covered by general descriptions contained in this Will.

J. **Security Interests.** My Personal Representative or the Trustee may grant security interests and execute all instruments creating such interests upon such terms as my Personal Representative or the Trustee may deem advisable.

K. **Tax Elections and Allocations.** My Personal Representative or the Trustee may make all tax elections and allocations my Personal Representative or the Trustee may consider appropriate, including any election to treat a revocable trust created by me as part of my estate for income tax purposes; however, this authority is exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. Tax elections and allocations made in good faith shall not require equitable adjustments.

L. **Division and Distribution of Trust Fund Assets.** My Personal Representative or the Trustee may divide and distribute the assets of my estate in kind, in money, or partly in each, without regard to the income tax basis of any asset and without the consent of any beneficiary. The decision of my Personal Representative or the Trustee in dividing any portion of my estate between or among multiple beneficiaries shall be binding on all persons.

M. **Allocation of GST.** My Personal Representative may allocate my GST Exemption to such property of which I am the transferor as such Personal Representative shall select, whether or not passing under this Will, including property transferred by me during my life, whether or not I allocated any GST Exemption to such property, and without any duty to



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favor beneficiaries under this Will over beneficiaries of property passing outside this Will and without any duty to treat different branches of my family in the same manner.

N. **Investment Responsibility.** My Personal Representative or the Trustee may retain any property originally owned by me and invest and reinvest in and acquire by purchase, exchange or otherwise property of any character whatsoever, foreign or domestic, or interests or participation therein, including by way of illustration and not of limitation: real property, mortgages, bonds, notes, debentures, certificates of deposit, common and preferred stocks, shares or interests in investment trusts, mutual funds or common trust funds, general and limited partnerships, private equity, and hedge funds, and to enter into derivatives transactions, whether over-the-counter or exchange traded, including, without limitation, puts, calls, warrants, futures, forwards, structured investments, short sales and swaps, in each case without regard to the proportion any such property or similar property held may bear to the entire amount held and without any obligation to diversify, whether or not the same is of the kind in which fiduciaries are authorized by law or any rule of court to invest funds, and to pledge trust assets as collateral to any party and to grant a security interest in such collateral to secure any obligation of the trust, including, without limitation, any obligation under a derivatives transaction.

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

P. **Compromise Claims or Debts.** My Personal Representative or the Trustee may compromise claims or debts and abandon or demolish any property which my Personal Representative or the Trustee shall determine to be of little or no value.

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

R. **Borrowings.** My Personal Representative or the Trustee may borrow from anyone, even if the lender is a Personal Representative or Trustee under this Will and may pledge property as security for repayment of the funds borrowed, including the establishment of



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a margin account. No Personal Representative or Trustee shall be personally liable for any such loan, and such loan shall be payable only out of assets of my estate or the trust.

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

T. **Application of Property.** My Personal Representative or the Trustee may apply to the use of any individual, any property, whether principal or income, that otherwise would or could be distributed directly to such individual.

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

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

W. **Acquisition and Maintenance of Real Property.** The Trustee may acquire, hold and maintain any residence (whether held as real property, condominium or cooperative apartment) for the use and benefit of any one or more of the beneficiaries of any trust whenever

  
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that action is consistent with the terms of that trust and, if the Trustee, in the exercise of their sole and absolute discretion, shall determine that it would be in the best interests of the beneficiaries of that trust (and consistent with the term of that trust) to maintain a residence for their use but that the residence owned by that trust should not be used for such purposes, the Trustee may sell said residence and apply the net proceeds of sale to the purchase of such other residence or make such other arrangements as the Trustee, in the exercise of their sole and absolute discretion, shall deem suitable for the purpose. Any proceeds of sale not needed for reinvestment in a residence as provided above shall be added to the principal of that trust and thereafter held, administered and disposed of as a part thereof. The Trustee may pay all carrying charges of such residence, including but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic employees and other expenses incident to the running of a household for the benefit of the beneficiaries of that trust.

**X. Acquisition and Maintenance of Personal Property.** The Trustee may acquire, hold and maintain as a part of each trust hereunder any and all articles of tangible personal property or any other property whether productive, underproductive or unproductive of income, and without any duty to convert such property to productive property. The Trustee may pay the expenses of the repair and maintenance of such property, and sell such property and apply the net proceeds of sale to the purchase of such other property as the Trustee, in the exercise of their sole and absolute discretion, deem suitable for the purpose.

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

**Z. Division of Trusts.** After complying with any applicable state law, such as providing notice to all beneficiaries, the Trustee may divide any trust into two or more separate trusts and administer them as separate trusts, either before or after the trust is funded, to enable GST Exemption to be allocated separately to one of the trusts, to enable the election under Code Sec. 2652(a)(3) to be made separately over one of them or otherwise to make possible a separate trust with a zero inclusion ratio, because the trusts have different transferors for generation-skipping transfer tax purposes, or for any other tax or non-tax purpose, provided the division

  
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does not impair rights of any beneficiary or adversely affect the achievement of the purposes of the trust. Any such division shall be by fractional shares, and each share shall participate pro rata in income, appreciation and depreciation to the time of division. Any relevant pecuniary amount (such as the obligation to pay an annuity, or the right to withdraw that amount referred to in Code Sec. 2514(e)(1) (currently, Five Thousand Dollars (\$5,000)) shall be applied pro rata to the separate trusts based on the fractional shares into which they are divided. Any such division may be retroactive to an earlier effective date, and each separate trust created by the division shall be treated as a separate trust for all purposes from the date on which the division is effective.

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

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

CC. **Additions.** My Personal Representative or the Trustee may accept or decline to accept additions from any source.

DD. **Disclaimer or Renunciation.** My Personal Representative may disclaim or renounce any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise, which, in the sole discretion of my Personal Representative, is necessary to minimize the overall tax liability of my estate, without adjustment or reimbursement in the shares of the beneficiaries hereunder.

EE. **Relocate Trusts.** The Trustee is authorized to relocate any and all trusts created under this Will when in the sole judgment of the Trustee the relocation of said trust or trusts from the current jurisdiction controlling its interpretation to another jurisdiction is desired.



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## ARTICLE XXI

### Definitions and Miscellaneous Provisions

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

A. **Children and Descendants.** References to "children" and "descendants" shall include children and descendants whenever born.

B. **Surviving Spouse.** The "surviving spouse" of an individual, other than with respect to me, means the person (if any) who survives that individual and who is married to and living as husband and wife with that individual at the time of his or her death.

C. **Determining Descendants.** One's children and other descendants shall be determined according to applicable law, except to the extent modified by this Article or by other specific provisions of this Will.

1. A child adopted before he or she attains thirteen (13) years of age (but not after attaining that age) shall be treated under this Will as a child of his or her adopting parents and a descendant of their ancestors.

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

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

D. **Survivorship.** Any beneficiary hereunder who dies within thirty (30) days following the date of my death or the termination of or distribution from any trust under this Will for which entitlement the date of this beneficiary's death shall be relevant, shall be deemed to have predeceased me or to have died before the termination of or distribution from that trust, as the case may be, for all purposes of this Will.



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E. **Minor and Adult.** Whether an individual is a minor or an adult shall be determined under the laws of the individual's domicile at the time in question, except in cases when this Will has specifically defined "Minor" to mean a person under eighteen (18) years of age.

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

G. **Tangible Personal Property.** The term "tangible personal property" includes personally held art, antiques, stamp and coin collections and other collectibles. Such term does not include property primarily held for investment purposes, nor does it include any property held for use in a trade or business, ordinary currency and cash or bullion.

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

I. **Incapacitated Trustee.** A Trustee is "incapacitated" (and while incapacitated shall not serve as Trustee) when a written certification is in effect that the examined Trustee is physically or mentally incapable of managing the affairs of the trust, whether or not there is an adjudication of the Trustee's incompetence.

1. This certification shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined the Trustee.
2. This certification need not indicate any cause for the Trustee's incapacity.
3. A certification of incapacity shall be rescinded when a serving Trustee receives a certification that the former Trustee is capable of managing the trust's affairs. This



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certification, too, shall be valid only if it is signed by at least two (2) licensed physicians, each of whom has personally examined the Trustee and at least one (1) of whom is board certified in the specialty most closely associated with the former incapacity.

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

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

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

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

## ARTICLE XXII

### Savings Clause

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



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ARTICLE XXIII

Captions

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

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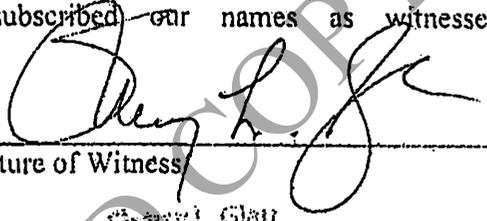
NOT A CERTIFIED COPY

Handwritten signature or initials, possibly "BR", in the bottom right corner.

IN WITNESS WHEREOF, I have hereunto subscribed my name on  
December 3, 2019

  
BARRY RUBIN

Signed, sealed, published and declared by BARRY RUBIN, the Testator above named,  
as and for his Last Will and Testament, in our presence, and we, in his presence, and in the  
presence of each other, have hereunto subscribed our names as witnesses on  
December 3, 2019

  
Signature of Witness  
Sherry L. Glau

Name of Witness

  
Signature of Witness  
Amanda Winnegar

Name of Witness

NOT A CERTIFIED COPY

  
BR

SELF-PROVING AFFIDAVIT

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) ss

I, BARRY RUBIN, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Last Will and Testament.

[Signature]  
BARRY RUBIN

We, Sherry L. Glau and Amanda Winnegar, have been sworn by the officer signed below, and declare to that officer on our oaths that the testator declared the instrument to be his Last Will and Testament and signed it in our presence, and that we each signed the instrument as a witness in the presence of the testator and of each other.

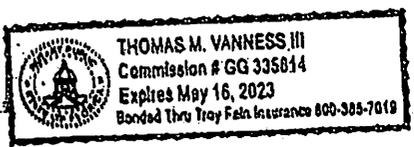
[Signature]  
Signature of Witness  
Sherry L. Glau

Name of Witness

[Signature]  
Signature of Witness

Amanda Winnegar  
Name of Witness

Acknowledged and subscribed before me by the testator, BARRY RUBIN, who is personally known to me or who has produced FLD as identification, and sworn to and subscribed before me by the first witness, Sherry L. Glau, who is personally known to me or who has produced \_\_\_\_\_ as identification, and by the second witness Amanda Winnegar, who is personally known to me or who has produced \_\_\_\_\_ as identification, and subscribed by me in the presence of the testator and the subscribing witnesses, all on December 3, 2019.



[Signature]  
Notary Public, State of Florida  
My Commission Expires: May 16, 2023

[Signature]  
BR

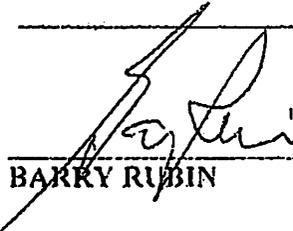
MEMORANDUM  
FOR DISPOSITION OF TANGIBLE PERSONAL PROPERTY  
OF  
BARRY RUBIN

To my Personal Representative:

This memorandum is declared to be attached to a copy of my Last Will and Testament dated Dec 3, 2019, as provided for therein, and provides for the particular disposition of my tangible personal property. I direct my Personal Representative to take possession of such property as nominee only and to deliver such property to the following designated person(s) as soon as possible. If the designated recipient of a particular item of personal property does not survive me, that item will be disposed of as though it had not been listed in this memorandum.

Description of Tangible Personal Property	Person to Receive Property Address and Relationship
<u>All personal</u>	<u>Judy Levine</u>
<u>prop located @</u>	
<u>6190A Island walk</u>	
<u>Boca Raton Florida</u>	
<u>33496</u>	

Dated: December 3, 2019

  
BARRY RUBIN



# Designated Beneficiary Plan Agreement

Page 1 of 11

www.schwab.com 1-800-435-4000 (inside the US) 1-415-687-8400 (outside the U.S.) 1-888-686-6916 (multilingual services)

## Important Notes About This Agreement

- Throughout this Plan, the words "you," "your" and "yours" refer to each account holder, and the words "we," "us" and "our" refer to Schwab or, where applicable, Charles Schwab Bank, SSB ("Schwab Bank").
- Use this agreement to establish a Designated Beneficiary Plan ("Plan") for your Schwab One® Brokerage account, add the Plan to a new Schwab Bank High Yield Investor Checking® ("High Yield Investor Checking") account, change beneficiary(ies) on an existing Plan or revoke an existing Plan. Any changes or revocations must be made on a new Designated Beneficiary Plan Agreement and be submitted to Schwab.
- At your death, or the death of the last surviving account holder, assets covered by this Plan will be distributed to the beneficiary(ies) designated in this agreement or in subsequent revisions submitted to Schwab.
- If this is a joint account, the surviving account holder has the right to revoke the Plan or change beneficiaries following your death.
- Schwab's Designated Beneficiary Plan covers only assets in the Schwab One account and the linked High Yield Investor Checking account designated on this form. A separate Designated Beneficiary Plan Agreement is required for any other eligible Schwab One account and linked High Yield Investor Checking account.
- Subject to applicable law, the Designated Beneficiary Plan will generally take precedence over any estate planning vehicles such as a will or trust. Please consult your attorney or other estate planning advisors about your specific situation. It is your obligation to periodically review and update your beneficiary designations, particularly following a significant life event such as marriage, divorce, or the birth or adoption of a child.
- If at any time in the future you want to revoke the Designated Beneficiary Plan, you must submit a new Designated Beneficiary Plan Agreement, check the appropriate box in Section 1, and follow the directions. If you would like to change beneficiaries and/or your Authorized Party on an existing Plan, check the appropriate box in Section 1 and follow the directions. In the event of your death (or, in the case of a joint account, the death of the last surviving account holder), the beneficiary designations will be irrevocable.

## Eligibility Requirements

To take advantage of Schwab's Designated Beneficiary Plan:

- The account must be a Schwab One Brokerage account. If the account is a general brokerage account, you will need to upgrade it to a Schwab One Brokerage account.
- Your account(s) must be registered as Individual, Joint Tenants with Rights of Survivorship, or Community Property with Rights of Survivorship. (A Community Property with Rights of Survivorship registration is not applicable to the High Yield Investor Checking account.) Before changing your registration in order to become eligible for the Plan, please consult your attorney or other estate planning advisors.
- The Plan is not available in Louisiana. If your primary residence changes to a state where the Plan is not offered, this designation will no longer be valid. Also, if your primary residence is outside the United States, your account is not eligible for this Plan.
- If you have a Schwab Global Account® associated with your Schwab One account, beneficiary designations will apply to your Schwab Global Account, and all beneficiaries must be U.S. citizens who reside in the U.S. and are able to provide a U.S. mailing address.

## Important Notes for High Yield Investor Checking Clients

- If you have a High Yield Investor Checking account linked to your Schwab One Brokerage account, the High Yield Investor Checking account will automatically assume the same beneficiary(ies) that you designate for the Schwab One Brokerage account.
- This agreement with Schwab Bank applies only to the High Yield Investor Checking account specified in this form. It does not apply to any other accounts you may have at Schwab Bank.

Schwab One® Brokerage account" and "Schwab Global Account" refer to your account with Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, and "Schwab Bank High Yield Investor Checking" account" refers to your account with Charles Schwab Bank, SSB ("Schwab Bank"). "Designated Beneficiary Plan" is the term Schwab uses to refer to its Plan enabling clients to name beneficiaries on their Schwab One Brokerage accounts and applies to Schwab One Brokerage accounts with a linked High Yield Investor Checking account. Such a beneficiary arrangement is also referred to as Transfer on Death ("TOD") in the securities industry and Payable on Death ("POD") in the banking industry. This form uses the phrase "Designated Beneficiary Plan," but the result for your accounts is the same as it would be if the beneficiary arrangement was referred to as a TOD provision on your Schwab One Brokerage account and a POD provision on your High Yield Investor Checking account.



1. Agreement Action (Please select one of the following options.)

- Add a new Plan. (Check this box and complete all remaining sections.)
- Add a Plan to a new Schwab Bank High Yield Investor Checking account. (Check this box and complete all remaining sections.)
- Change beneficiaries and/or your Authorized Party on an existing Plan. (Check this box and complete all remaining sections.)
- Revoke an existing Plan. (Check this box and complete Sections 7 and 8.)

2. Account Information

We respect your privacy. Schwab and Charles Schwab Bank, SSB may use the information you provide to communicate with you and to provide you with information about products and services. Read about the privacy policies of Charles Schwab & Co., Inc. and Charles Schwab Bank, SSB at www.schwab.com/privacy. As required by federal law, we will use the information you provide to Schwab and Charles Schwab Bank, SSB to verify your identity.

Type of Registration:  Joint Tenants with Rights of Survivorship  Individual  Community Property with Rights of Survivorship\*

\*This type of registration may not be available in your state. Community Property with Rights of Survivorship account registration is not available for High Yield Investor Checking accounts.

Schwab One Brokerage Account Number

Barry Rubin  
Account Holder Name First Middle Last

6100A Island Walk Boca Raton  
Legal Residence Address (no P.O. boxes, please) City

FL 33414  
State Zip Code

Is this your primary residence?  Yes  No

(If your primary residence is in the state of Louisiana or outside the United States, your account is not eligible for Schwab's Designated Beneficiary Plan.)

If you have a High Yield Investor Checking account that is linked with the Schwab One Brokerage account listed above, please provide the High Yield Investor Checking account number:

Schwab Bank High Yield Investor Checking Account Number

Additional Account Holder Name First Middle Last

Additional Account Holder Name First Middle Last

Please select one of the following options.

- I have opened a High Yield Investor Checking account but do not yet have the account number.
- I would like to open a High Yield Investor Checking account.

Note: In order for Schwab to open a new account for you, please complete the Add Schwab Bank High Yield Investor Checking to Your Schwab One Brokerage Account form and submit it along with this form.



7. Directions for Distribution(s) of Assets to Minor Beneficiaries

Please Check One:

- A.  None of my designated beneficiaries is a minor.
- B.  Please transfer any minor's assets to a Custodial account at Charles Schwab & Co., Inc. (and Charles Schwab Bank, SSB, if a Schwab One® Brokerage account is linked to a High Yield Investor Checking account), managed by the custodian(s) designated below. In each instance that the assets pass to the designated custodian as the custodian for the designated minor, the assets shall be transferred under the Uniform Transfers to Minors Act ("UTMA") or the Uniform Gifts to Minors Act ("UGMA") or any other similar statute in effect as specified below.
- C.  I understand and accept that a court-appointed guardian may have to be appointed to manage the minor's assets under ongoing court supervision if I do not check "B" above.

If you have selected "B," please list the custodian for each minor beneficiary.

Name First	Middle	Last	As custodian for (name of minor beneficiary)

8. Account Holder Authorization

By signing below, I/we request Charles Schwab & Co., Inc. to accept the beneficiary(ies) and/or Authorized Party for my/our accounts, as specified on this agreement (or to revoke an existing Plan, if that box is checked in Section 1 of this agreement). I/we acknowledge that I/we have read and agree to the Designated Beneficiary Plan Terms of Agreement with Charles Schwab & Co., Inc.

High Yield Investor Checking Account: If I/we have provided an account number for a High Yield Investor Checking account in Section 2 of this agreement (or checked the box indicating a new High Yield Investor Checking account), I/we additionally request Charles Schwab Bank, SSB to accept the beneficiary(ies) and/or Authorized Party for my/our High Yield Investor Checking account as specified on this agreement (or to revoke an existing Plan, if that box is checked in Section 1 of this agreement). I/we acknowledge that I/we have read and agree to the Terms of Agreement With Charles Schwab Bank, SSB for the Designated Beneficiary Plan—High Yield Investor Checking Account. I/we acknowledge that I/we have received a copy of these agreement(s).

All account holders must sign.

\_\_\_\_\_ *[Signature]* 10/19/2021  
 Account Holder Signature Today's Date (mm/dd/yyyy)

Barry Rubin  
 Print Name

\_\_\_\_\_  
 Additional Account Holder Signature Today's Date (mm/dd/yyyy)

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Additional Account Holder Signature Today's Date (mm/dd/yyyy)

\_\_\_\_\_  
 Print Name



### 5. Beneficiary Designations

#### Selection of Per Stirpes or Per Capita Distribution - OPTIONAL

Please select either a per stirpes or a per capita distribution option. Only one option may be selected per account.

Per Stirpes     Per Capita

To apply the election you made above to a particular beneficiary, please indicate "Yes" when asked to specify per stirpes/per capita distribution in the beneficiary chart below.

Please note:

1. If you select "Yes" in the beneficiary chart below, but fail to make an election in this section or select both per stirpes and per capita in this section, Schwab will apply the per stirpes distribution option to that beneficiary.
2. If you select "No" or make no election in the beneficiary chart below, Schwab will distribute assets to your beneficiaries as if neither the per stirpes nor the per capita distribution option were selected above.

The information included in this section will supersede any previous designation of a beneficiary(ies) for this account. By leaving this section blank, I do not designate anyone to be my beneficiary for this account.

#### Primary Beneficiaries

The percentage portions must add up to 100% per beneficiary type. All portions can be extended to the hundredths position (e.g., 33.33%). If the percentage portions section is left blank, portions will be evenly distributed amongst beneficiaries.

Note: Benefits cannot be expressed in dollar amounts using this form.

If you wish to indicate additional designation options, please visit [www.schwab.com/beneficiaries](http://www.schwab.com/beneficiaries).

Primary Beneficiary

100%    Per Stirpes/Per Capita Distribution:  Yes     No

#### Portion

Name	Both	Rollan
Beneficiary Name First	Middle	Last

Trust/Organization/Estate (If Trust, include full Trust Name.)

Relationship (Select only one.)

Spouse     Child     Grandchild     Parent     Sibling     Other Individual     Trust     Organization     Estate

██████████	07/18/1969	(561) 469-2125
Social Security/Tax ID Number	Date of Birth/Trust Date (mm/dd/yyyy)	Telephone Number

lainie.rollan@pfol.com	11835 Waterford Court
Email Address	Mailing Address

Wellington	FL	33414
City	State or Province	Zip or Postal Code

Country(ies) of Citizenship (Must list each separated by a comma.)

USA     Other: \_\_\_\_\_

Country of Legal Residence (Select only one.)

USA     Other: \_\_\_\_\_

