Commonwealth Land Title Insurance Company
File No. 1-24571-CC CTN

Prepared by and please return
after recording to:
Mark E. Morrison
Grissim and Hodges
323 Union Street, Suite 400
Nashville, TN 37201
615.345.7006

Karen Johnson
Batch # 1310993
08/15/2025 12:11:34 PM
Fees: $447.00 Taxes: $0.00

Davidson County
AFFIDAVITH
89 pgs

20250815-0065220

AFFIDAVIT OF HEIRSHIP
OF MARTIN NOVICK AND WIFE, BARBARA NOVICK

The undersigned, CRYSTAL LEVY, first being duly sworn, hereby state as follows:

1. The undersigned is over the age of eighteen (18) years and has personal knowledge of the facts set forth in this Affidavit of Heirship.

2. I am a resident of the State of New York and reside at 2764 Mae Court, Bellmore, New York, 11710.

3. I am a Senior Associate at the law firm of Lassar & Cowhey LLP at 730 Third Avenue, Eleventh Floor, New York, New York, 10017. My New York Bar Registration Number is 5455944. I was admitted to the New York Bar on September 21, 2016.

4. I am one of the estate attorneys for the Estate of Martin Novick, Surrogate's Court of the State of New York for Nassau County, Probate Proceeding, File No. 2024-850.

5. Martin Novick died on February 28, 2024, leaving a Last Will and Testament dated June 29, 2022 (the "Last Will and Testament").

6. The Last Will and Testament of Martin Novick is attached hereto as Exhibit "A" and incorporated herein by reference.

7. A probate estate has been commenced in the Surrogate's Court of the State of New York for Nassau County, Nassau County Surrogate's Court Index # 2024-850 (the "Estate").

8. Martin Novick was survived by the following family members who are his only heirs at law:

   (a) Wife: Barbara Novick

   (b) Daughters: Darcy Barra f/k/a Darcy Novick, Tami Novick and Lisa Novick

   (c) Granddaughters: Nicki Novick and Joelle Krakower, who are the children of Tami Novick.

9. Darcy Barra has been appointed the Executor for the Estate of Martin Novick as set forth on the Letters Testamentary attached hereto as Exhibit "B" and incorporated herein by reference.

10. Barbara Novick as the surviving spouse was the residual beneficiary of the Estate.

11. On April 3, 2024, Barbara Novick disclaimed her portion of the residuary estate equal to the maximum amount that can pass free of federal and New York State estate taxes to a testamentary trust under the Last Will and Testament entitled the "Spousal Disclaimer Trust FBO BARBARA NOVICK Under Paragraph 5 of the Last Will and Testament of MARTIN NOVICK" (the "Spousal Disclaimer Trust").

12. Barbara Novick renounced being the nominated executor of the estate and the trustee of the Trust.

13. Darcy Barra is the Trustee for the Spousal Disclaimer Trust as set forth on the Letters Trusteeship attached hereto as Exhibit "C" and incorporated herein by reference.

14. On June 11, 2024, Barbara Novick executed her Last Will of Barbara Novick, attached hereto as Exhibit "D" and incorporated herein by reference.

15. On June 11, 2024, Barbara Novick executed The Barbara Novick Living Trust dated June 11, 2024, attached hereto as Exhibit "C".

16. Barbara Novick died on October 22, 2024.

17. Upon Barbara Novick's death, Darcy Barra became the Trustee of the Barbara Novick Living Trust Dated June 11, 2024.

18. I am one of the estate attorneys for the Estate of Barbara Novick.

19. Upon the death of Barbara Novick, the beneficiaries of the Spousal Disclaimer Trust are Darcy Barra, Lisa Novick, Tami Novick, Joelle Krakower and Nikki Novick.

20. Upon the death of Barbara Novick, the beneficiaries of the Barbara Novick Trust are Darcy Barra, Lisa Novick, Tami Novick, Joelle Krakower and Nikki Novick.

21. The beneficiaries of the Barbara Novick Trust, Darcy Barra, Lisa Novick, Tami Novick, Joelle Krakower and Nikki Novick (the "Beneficiaries") agreed to bypass the filing of a probate petition for the Estate of Barbara Novick.

[Remainder of page intentionally left blank; signatures follow.]

FURTHER AFFIANT SAITH NOT.

This 8th day of August 2025.

Crystal Levy
CRYSTAL LEVY

STATE OF New York)

COUNTY OF New York)

Personally appeared before me, a Notary Public, CRYSTAL LEVY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of August 2025.

Kelly A. Mages
Notary Public
My Commission Expires: 11/4/27

KELLY A MAGES
Notary Public - State of New York
NO. 01MA6400009
Qualified in New York County
My Commission Expires Nov 4, 2027

EXHIBIT A
Last Will and Testament of Martin Novick

LAST WILL AND TESTAMENT

I, MARTIN NOVICK, a resident of Laurel Hollow, County of Nassau, State of New York, do hereby make and publish the following as and for my Last Will and Testament, and do hereby revoke all other Wills, codicils, and testamentary instruments heretofore made by me.

1. **Debts and Funeral Expenses.** I direct that all my just debts and funeral expenses be paid as soon after my decease as may be practicable, except that the payment of any debt secured by a mortgage or pledge of real or personal property may be postponed by the Executors in their discretion.

2. **Bequest of Furniture and Personal Effects.**

a) If my wife, **BARBARA NOVICK**, survives me, I give and bequeath to her all of my household goods, furniture, furnishings, works of art, cars, and other similar tangible personal property owned by me at the time of my death, together with all policies of insurance insuring such property against loss, destruction, or damage due to fire, theft, accident, or other casualty and the net proceeds of all claims against any insurance company or other person arising out of or connected with any loss, destruction or damage of any such item (collectively referred to as "my personal property").

b) If my wife, **BARBARA**, shall predecease me, I hereby give all of my personal property owned by me at my death, to my daughters, **TAMI**, **LISA** and **DARCY**, surviving me, in equal shares. If either **LISA** or **DARCY** shall predecease me, that share

shall be distributed to my surviving daughter or daughters. If **TAMI** shall predecease me or disclaim, her share shall pass to such of her daughters, **JOELLE** and **NIKKI**, as survive me in equal shares, or all to the survivor, subject to the provisions of Paragraph 7 hereof. My Executor shall have the sole power and absolute discretion to distribute my personal property or the proceeds therefrom among the beneficiaries in such manner as to equalize the value of their respective shares under this paragraph.

c) The determination of my Executor as to what should pass or be sold under this Paragraph 2 and to whom it should pass or be delivered or at what price it should be sold shall be conclusive.

3. **Specific Bequests**. In the event I am survived by my wife, **BARBARA**, I hereby give, devise and bequeath the following bequests to the following persons:

a) Three Hundred Thousand Dollars ($300,000) to my daughter **TAMI NOVICK**, if she survives me.

b) Three Hundred Thousand Dollars ($300,000) to my daughter **LISA NOVICK**, if she survives me.

c) Three Hundred Thousand Dollars ($300,000) to my daughter **DARCY NOVICK**, if she survives me.

d) One Hundred Thousand Dollars ($100,000) to my granddaughter, **NIKKI NOVICK**, if she survives me.

e) One Hundred Thousand Dollars ($100,000) to my granddaughter, **JOELLE KRAKOWER**, if she survives me.

4. **Residue.**

a) I give, devise and bequeath all the rest, residue and remainder of my estate, including, without in any way limiting the generality of the foregoing, all property acquired by me or to which I may become entitled after the execution of this Will, all property over which I now have or may hereafter acquire any power of appointment, and all property herein attempted to be disposed of, the disposition whereof by reason of lapse or other cause shall fail to take effect (herein referred to as my residuary estate), to my wife, **BARBARA**, outright, if she survives me. If my wife survives me, but disclaims all or a portion of any property given to her under this Paragraph, the portion so disclaimed shall be distributed in accordance with the provisions of Paragraph 5 hereof.

b) If my wife, **BARBARA**, shall predecease me, I hereby bequeath my residuary estate as follows:

Eighty Percent (80%) to the class consisting of my daughters, **LISA, DARCY**, and **TAMI**; and

Twenty Percent (20%) in equal shares to my granddaughters, **NIKKI** and **JOELLE**, **per stirpes** subject to the provisions of Paragraph 6.

5. **Spousal Disclaimer.**

a) If my wife, **BARBARA**, survives me, and renounces her interest within nine months after the date of my death, in any amount or any portion of property which would otherwise have passed to her under the provisions of any Paragraph of this, my Will, I give, devise, and bequeath that renounced amount or that

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portion of such property, to my Trustees hereinafter named, IN TRUST, to hold, invest, and reinvest the same in accordance with the terms hereof, to collect and receive the income therefrom, and, after paying all expenses incident to the management of the trust, as long as my wife shall live, shall pay to or apply for the benefit of my wife, **BARBARA**, so much or all of the net income in such proportions and amounts as my Trustees in their sole and absolute discretion shall determine, in such amounts and proportions as my Trustees shall determine. Any such income not distributed shall be accumulated and added to principal. Anything herein to the contrary notwithstanding, if my wife, **BARBARA**, is then serving as a Trustee of this Trust, she shall not participate in the exercise of any such discretion in making a distribution of income to herself.

b) In addition, my Trustees may, at any time or from time to time, pay to or apply for the benefit of my wife, **BARBARA**, so much or all of the principal of this Trust as my Trustees in their sole and absolute discretion shall determine, in such amounts and proportions as my Trustees shall determine. Anything herein to the contrary notwithstanding, if my wife, **BARBARA**, is then serving as a Trustee of this Trust, she shall not participate in the exercise of any such discretion in making a distribution of principal to herself.

c) **Bequest Upon Spouse's Death.** Upon the death of my wife, **BARBARA**, my Trustees shall pay over any accumulated income and the principal then remaining in accordance with the provisions of Paragraph 4(b) hereof.

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6. Trust for Beneficiary Under 30 Years of Age.

a) Anything herein contained to the contrary notwithstanding, if under the terms of this Will, all or a portion of the principal of any trust or my estate would but for this paragraph vest in any issue of mine, other than my daughters, who has not then attained the age of thirty (30) years, I give such portion to my Trustees IN TRUST for the benefit of such issue, to hold, administer, invest, and reinvest such part for such beneficiary's benefit during the term of the trust as provided in this Paragraph 6.

b) My Trustees shall pay or apply to or for the use of such beneficiary so much or all of the net income therefrom and any accumulation thereof as they in their sole and absolute discretion shall determine, in such amounts and proportions as my Trustees shall determine and any such income not distributed shall be accumulated and added to principal.

c) Upon the beneficiary reaching the age of thirty (30) years, the Trustee shall distribute the principal then remaining and all undistributed and accumulated income to the beneficiary.

d) My Trustees shall have full power and the sole discretion to satisfy this devise and bequest wholly or partly in cash or in kind. The judgment of the Trustees shall be conclusive and binding upon such beneficiary and upon making such distributions the Trustees shall be duly released and discharged from all liability and accountability therefor.

e) Notwithstanding any provision herein to the

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contrary, if a beneficiary should die before attaining the age of thirty (30) years, then upon such beneficiary's death, he or she may appoint all or any portion of such trust on any terms and conditions, to such person or persons (including such beneficiary's estate, his/her creditors and the creditors of his/her estate) in such amounts and proportions and upon such estates (whether outright or in further trust) as the beneficiary shall have appointed by specific reference to this Trust in his/her Last Will and Testament.

f) Any portion of any trust not effectively appointed upon the beneficiary's death under subparagraph (e) above shall be distributed to such deceased beneficiary's then living issue, in equal shares, per stirpes, or, if none, to the then living siblings of the beneficiary, in equal shares, per stirpes, or if none, to my then living issue, per stirpes; except that if an amount is payable to any beneficiary while any trust created under this paragraph is still in existence, then the amount of the bequest herein shall be added to the corpus of the existing trust.

g) For purposes of implementing the provisions of this Paragraph 6, the Trustees may take whatever action is deemed necessary or appropriate to reduce the amount of generation-skipping transfer tax payable and to resolve ambiguities arising in situations not explicitly covered by this Paragraph 6. The Trustees shall not be subject to any obligation, liability or surcharge for acting or failing to act under this Paragraph 6, unless such action or failure to act was in bad

faith.

h) Unless sooner terminated as hereinabove provided, all trusts created under this Paragraph 6 shall terminate upon the expiration of twenty-one (21) years after the death of the last of my issue in being at the time of my death. Upon the termination of any trust pursuant to this subparagraph (h), my Trustees shall pay over and distribute the principal of such trust, as then constituted, and any income thereof then held or accrued, to the income beneficiary in accordance with the terms of Paragraph 7 hereof.

7. **Invasion of Trust.** During the term of any trust created under Paragraphs 5 and 6 hereof, the Trustees, may, in their sole and absolute discretion, at any time and from time to time, pay or apply such amounts from the principal thereof to or for the benefit of any person or persons then receiving or entitled to receive the income from said Trust or part thereof, as the Trustees deem advisable, for the support, health and general welfare of such income beneficiary. Such payments from the principal shall be absolute and free from all trusts, and the judgment of the Trustees as to the amount of such payments and the advisability thereof shall be final and conclusive on any trust or part thereof herein created. Upon making such payments the Trustees shall be fully released and discharged from all liability and accountability therefor. In the exercise of such discretion, however, the Trustees shall take into consideration the amount of income receivable by such beneficiary from sources other than the trust or part thereof herein created; the amount of independent

property of such beneficiary or beneficiaries, and the extent to which such beneficiary or beneficiaries, may be entitled to support, medical expenses and maintenance by spouses or other persons.

8. **Provision for Minors.** Anything herein contained to the contrary notwithstanding, if under the terms of this Will, all or a portion of the principal of any trust or my estate shall vest in absolute ownership in a person under the age of 21, I authorize and empower my Trustees or Executors, as the case may be, in each case, to hold, administer, invest and reinvest such part for such beneficiary's benefit during his or her minority and to apply so much of the net income or principal to the care, support, maintenance or education of said beneficiary as my Trustees or Executors shall deem necessary or advisable without the intervention of any guardian, and to accumulate the balance of said income, if any, and to invest and reinvest the same until said beneficiary shall attain the age of twenty-one (21) years and to pay over all remaining principal or net income so accumulated to such beneficiary if and when he or she shall attain the age of twenty-one (21) years, or to such beneficiary's estate if he or she sooner dies. The authority conferred upon my Trustees and Executors under this Paragraph, shall be construed as a power only and shall not operate to suspend absolute vesting of any property in such beneficiary. With respect to any such property my Trustees or Executors shall have the same powers in dealing with such property as my Trustees have with respect to any trust created under this Will.

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9. Tax Provisions. All estate, inheritance, succession, legacy, transfer and other taxes of the same nature which are payable because of my death, including any interest or penalties thereon, with respect to the property comprising my estate for such tax purposes, whether or not property passes under this Will and whether such taxes are payable by my estate or by any recipient or beneficiary of any such property shall be paid entirely out of my residuary estate as part of the expense of administration thereof with no right of reimbursement from any recipient or beneficiary of any such property. Whenever my Executors are given a choice of dates on which to value such property for Federal Estate Tax purposes, they may elect such dates as they in their sole and uncontrolled discretion deem advisable, regardless of the resulting effect on any provisions of my Will.

10. Common Disaster Clause. In the event that my wife, **BARBARA**, and I shall die in a common accident or disaster or under such circumstances that it is difficult or impracticable to determine who survived the other then I direct that for the purposes of this Will my wife shall be deemed to have survived me.

In the event that any beneficiary under this Will other than my wife, **BARBARA**, and I shall die in a common accident or disaster or under such circumstances that it is difficult or impracticable to determine who survived other then I direct that for the purposes of this Will such beneficiary shall be deemed to have predeceased me.

In the event that any beneficiary under this Will and

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any person (other than myself) upon whose death such beneficiary shall become entitled to receive either income or principal under this Will, shall die in a common accident or disaster or under circumstances that it is difficult or impracticable to determine who survived the other, then I direct that for the purposes of this Will such beneficiary shall be deemed to have predeceased such person (other than myself).

11. **Combination of Trusts.** If at any time there are two or more trusts created hereunder, or under any will, trust or other instrument, whether inter vivos or testamentary, having similar terms and the same beneficiary or beneficiaries, any two or more of such trusts may be consolidated into a single trust, having similar provisions as such other trusts, by distribution of assets from any such trust to any other such trust, or maintained as separate trusts as the Trustees shall determine.

12. **Early Trust Termination.** Anything herein to the contrary notwithstanding, the Trustees of any trust created hereunder in their sole and absolute discretion, may pay over and distribute the entire principal of such trust to the beneficiary of such trust for any reason.

13. **Division into Separate Trusts.** The Trustees are authorized (but not directed) to divide any trust created hereunder into two or more separate trusts so that the federal generation-skipping transfer tax inclusion ratio as defined in section 2642(a) of the Code for each such separate trust shall be either zero or one. Any such separate trusts shall have the identical provisions as the original trust.

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14. **Powers of Fiduciaries.** In the administration of my estate and of the trusts established pursuant to this Will, the Executors and Trustees shall have the following powers, duties, and discretion in addition to others now or hereafter conferred by law, to be exercised in their absolute discretion in any capacity to which such powers may be applicable:

a) To retain any property, real, personal and mixed, at any time held hereunder, however acquired; to change investments and to invest and reinvest from time to time in such property, real, personal and mixed, including, without limitation, common and preferred stocks, all to such extent, for such periods and in such manner as shall seem advisable in their discretion and without being limited in such retention of investments to property of the character or kind authorized for the investment of trust funds by any applicable law or by any requirement for diversification of assets;

b) To sell, exchange or otherwise dispose of all or any part of the property of whatsoever kind and wheresoever situate, constituting a part of my estate or any trust created herein, or at any time held hereunder, at such times, upon such terms, for cash or on credit, with or without security, at such prices, in such manner, and at public or private sales, as they shall deem advisable and proper, and to execute good and sufficient deeds and bills of sale therefor and to abandon any property, if such abandonment shall be deemed by them to be advisable; to release, partition, alter, improve or otherwise deal with any real property or interest therein constituting a part of my estate, or at any time held hereunder;

c) To vote personally or by proxy, general or limited, any shares of stock or other voting securities which may at any time be held hereunder, and similarly to exercise by attorney any other rights pertinent to any property at any time held hereunder;

d) In case it shall become necessary or proper to divide all or any part of my estate hereunder into parts or shares, or to distribute the same, to make such division or distribution, in their sole discretion in money, in kind, or partly in money and partly in kind, and, if such division is for the purpose of enabling any asset to be held pursuant to a trust or power in trust, to effect such division in whole or in part, in their sole discretion, by allocating to each part or share an undivided interest in such assets;

e) To consent to the reorganization, consolidation, readjustment of the financial structure or sale of the assets of any corporation or other organization, the securities of which are held by my estate or any trust created herein, and to take any action with reference to such securities which, in their opinion is necessary to obtain the benefit of any reorganization, consolidation, readjustment or sale; to exercise any conversion privilege or subscription right given to them as the owner of any security held by my estate or any trust and to accept and hold for my estate or any trust the securities resulting from any such reorganization, consolidation, readjustment, sale, conversion or subscription;

f) To exercise any privilege to convert any securities into other securities or to dispose of any such privilege or right, and to hold any securities at any time included in my estate or in any trust in bearer form or in the name of a nominee;

g) To enter upon such contracts and agreements and to make such compromises or settlements of debts, claims or controversies as they may deem necessary or advisable;

h) To hold separate parts or shares of the trust funds wholly or partially in solido for convenience of investment and administration;

i) To invest and reinvest the principal of the trust funds, or any part thereof, in any common trust fund established, maintained and operated by the Trustee;

j) To the extent permitted by law, to allocate to principal account or to income account, or in part to each, any money or other property received hereunder and to charge to either of such accounts, or in part to each, any expense paid or loss incurred hereunder, as they shall deem equitable, including, without being limited to, the power to determine whether, and, if at all, to what extent, (1) premiums on any securities acquired at a premium shall be amortized, (2) account shall be taken of discounts in the case of securities acquired at a discount, (3) receipts from wasting investments shall be allocated to principal account, or (4) rental from improved real property shall be withheld as a reserve for depreciation of such property.

k) To borrow money in such amounts and upon such terms, from itself individually or from others, for such purpose or purposes as they, in their discretion, may determine and in connection therewith, to execute promissory notes, mortgages or other obligations and to pledge or mortgage any such property as security.

l) To incur and pay the ordinary and necessary expenses of administration, including (but not by way of limitation) reasonable attorneys' fees, accountants' fees, investment counsel fees and the like.

m) To access, control, modify, destroy, abandon, delete, and transfer

(1) all tangible electronic devices containing electronically or digitally stored information, and

(2) all electronically or digitally stored or electronically or digitally accessible matter, i.e., electronically or digitally stored or electronically or digitally accessible (a) financial accounts, (b) licenses, (c) any other information, and (d) any other rights in property, including any right, entitlement or privilege to renew or reacquire such interest or right, entitlement or privilege, which I have at my death an ownership interest in or other property interest in or any right, entitlement or privilege to access, use, control, modify or otherwise affect the use

or content of, whether such electronically or digitally stored matter is retained on or in my tangible personal property or elsewhere, in my possession or custody or in the possession or custody of any other party, and whether created, established or acquired by me before or after the execution of this document, and without regard to the ownership of the tangible device on or in which such electronically or digitally stored matter is retained; and this power shall include the power to obtain, use, change, control and otherwise affect passwords, user names, access codes and other electronic credentials and restrictions on access to such devices and accounts and other electronically or digitally stored matter.

15. **Appointment of Executor.** I hereby nominate, constitute and appoint my wife, **BARBARA**, as Executor of this my Last Will and Testament. If she shall fail or be unable to qualify or having qualified shall die, resign or for any reason be unable to continue to act as Executor, then I nominate, constitute and appoint my daughter, **DARCY**, as substitute and successor Executrix in her stead.

16. **Appointment of Trustee.** a) I hereby nominate, constitute and appoint my daughter, **DARCY**, and my wife, **BARBARA**, as Trustees of the trust created under Paragraph 5 herein. If, however, my wife should fail to qualify, or having qualified, should resign, or become incapacitated during the period of administration of my estate, **DARCY**, may act alone and shall have all the powers and authority, discretionary or otherwise, that are conferred upon my Trustees under the provisions of the Will. If **DARCY** should predecease me or should fail to qualify, or having qualified, should die, resign, or become incapacitated during the

period of administration of my estate, then my daughter, **TAMI**, shall serve as successor Trustee. It is my intension that my wife, **BARBARA**, shall not serve as sole Trustee of the trust herein created.

b) I hereby nominate, constitute and appoint my daughter, **DARCY** and my daughter, **LISA**, or the survivor, as Trustees of any trusts created under Paragraph 6 herein for the benefit of my daughter, **TAMI**'s children or grandchildren. In the event that my daughter, **DARCY** has children, then I hereby nominate, constitute and appoint my daughter, **TAMI** and my daughter, **LISA**, or the survivor, as Trustees of any trusts created under Paragraph 6 herein for the benefit of my daughter, **DARCY**'s children. In the event that my daughter, **LISA** has children, then I hereby nominate, constitute and appoint my daughter, **TAMI** and my daughter, **DARCY**, or the survivor, as Trustees of any trusts created under Paragraph 6 herein for the benefit of my daughter, **LISA**'s children.

Thereafter, I authorize and empower such Trustees, and each successor acting in his place and stead, to appoint by instrument in writing, duly signed and acknowledged, a successor Trustee, or successor Trustees, to take office, and if more than one successor is named in the appointing written instrument, the successor trustees shall serve in the order named in said written instrument, upon such appointing Trustee ceasing to act hereunder. If there is a time where no Trustee is serving or in the event the serving Trustees cannot agree on a successor Trustee(s), then a majority of the beneficiaries of the trusts created under

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Paragraph 6 hereof, not under a legal disability, shall appoint a successor Trustee or Trustees, provided such Trustee shall not be the beneficiary or a party related to or subordinate to the beneficiary. In the event that a successor Trustee is not selected as provided above by the last serving Trustee, then in that event the Court having jurisdiction of any trust created hereunder, shall select an attorney, a CPA or a financial institution to serve as Trustee.

Anything to the contrary herein notwithstanding, if any Trustee of a Trust established under this my Will shall have a legal obligation of support for any beneficiary of such a Trust established hereunder, then in that event, such Trustee shall be permitted to make or to participate, either solely or with a Co-Trustee serving hereunder, in making discretionary distributions of Trust income and/or principal to such beneficiary hereunder for whom the Trustee shall have a legal obligation of support, and the provisions of the New York Estates Powers and Trusts Law, Section 10-10.1, or any successor provision shall not apply.

17. **Bond.** I direct that no Executor, Preliminary Executor, or Trustee appointed under this Will shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of his or her duties hereunder, any laws of any State to the contrary notwithstanding.

18. **Construction.** a) Whenever the term "Executors" or Trustees" is used in this, my Last Will and Testament, it shall be deemed to refer to the Executor, Executrix, Executrixes or Executors or Trustee or Trustees acting hereunder, from time to

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time as the context shall require.

b) As used in this Will, the neuter gender shall be deemed to include the masculine and feminine wherever necessary or appropriate, the masculine shall be deemed to include the feminine and the singular shall include the plural wherever necessary or appropriate.

c) The terms children and issue shall include natural children only and does not include any adopted children or issue.

d) In determining the children or issue surviving any person, the words, children or issue used in this Will shall be deemed to include a child in being during the periods of gestation who is later born alive; however, for other purposes such child's rights shall accrue from the date of birth.

IN WITNESS WHEREOF, I have hereunto placed my hand and seal this 29 day of June, 2022.

Martin Novick
MARTIN NOVICK

The above instrument was, at the date thereof subscribed, sealed, published and declared by the Testator, **MARTIN NOVICK**, as and for his Last Will and Testament, in the presence of us, and each of us, who at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses this 29 day of June, 2022.

Elina Glaz residing at 464 Lauretton Blvd
Elina Glaz Long Beach, NY 11561

Mark Siegel residing at 2131 Hewlett Bridge Rd
Mark Siegel Bellmore 11710

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AFFIDAVIT OF SUBSCRIBING WITNESSES
MADE AT REQUEST OF TESTATOR

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

Re: WILL OF MARTIN NOVICK

In the City of Melville, State of New York, on the 29 day of June, 2022, the undersigned, being duly sworn, depose and say, and each for himself and/or herself deposes and says, that on ~~June~~ 29, 2022 he/she witnessed the execution of the within Will of the within named Testator at 2131 Newbridge Road, Bellmore, NY 11710, under the supervision of Crystal Levy Esq., an attorney at law with offices at 730 Third Avenue, 11th Floor, New York, New York 10017 and that said Testator subscribed said Will and, in our sight and presence, published and declared the same to be his Last Will and Testament, stated that he had read it, that it had been prepared in accordance with his instructions, and correctly set forth his testamentary desires, and at the request of said Testator we thereafter subscribed said Will as witnesses in the sight and presence of said Testator and in the sight and presence of each other on the said date; that said Testator at the time of the execution of said Will was over the age of 18 years and in our respective opinions, under no restraint, competent to make a Will and of sound mind, memory and understanding and could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect the Testator's capacity to make a Will; that the Will was executed as a single, original instrument and not in counterparts; and that we make this affidavit at the request of said Testator.

Elina Glaz
Elina Glaz

Subscribed and sworn to
before me this 29 day
of June, 2022.

Crystal Levy
Notary Public

CRYSTAL LEVY
Notary Public, State of New York
Registration No. 01LE6210351
Qualified in Nassau County
Commission Expires August 17, 2025

EXHIBIT B
Letters Testamentary

FACE OF DOCUMENT CONTAINS A MULTICOLORED VOID PANTOGRAPH AND MICROPRINT BORDER. THIS DOCUMENT ALSO HAS INVISIBLE FLUORESCENT FIBERS, ARTIFICIAL WATERMARK ON BACK, AND A CHEMICAL REACTIVE VOID FEATURE.

C20 (Rev. 1/07)

Certificate# 367848

Surrogate's Court of the State of New York
Nassau County

File#: 2024-850

Certificate of Appointment of Executor

IT IS HEREBY CERTIFIED that Letters for the Estate of the Decedent named below have been granted by this Court, and such Letters are unrevoked, are valid and are in full force as of this date.

Name of Decedent: Martin Novick

Date of Death: February 28, 2024

Domicile: Nassau County

Fiduciary Appointed: **Darcy Barra**
One Bay Club Drive
Apt. 19H
Bayside NY 11360

Letters Issued: LETTERS TESTAMENTARY

Letters Issued On: April 26, 2024

and such Letters are unrevoked and in full force as of this date.

Dated: May 1, 2024
Mineola, New York

IN TESTIMONY WHEREOF, the seal of the Nassau County Surrogate's Court has been affixed.

WITNESS, Honorable Margaret C. Reilly, Judge of the Nassau County Surrogate's Court.

Debra Keller Leimbach, Chief Clerk
Nassau County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Nassau County Surrogate's Court and expires 6 months from the issue date of this certificate, unless otherwise stated above.

EXHIBIT C
Letters of Trusteeship

FACE OF DOCUMENT CONTAINS A MULTICOLORED VOID PANTOGRAPH AND MICROPRINT BORDER. THIS DOCUMENT ALSO HAS A VERTICAL INVISIBLE FLUORESCENT FIBERS, ARTIFICIAL WATERMARK ON BACK, AND A CHEMICAL REACTIVE VOID FEATURE.

C20 (Rev. 1/07)

Certificate# 367844

Surrogate's Court of the State of New York
Nassau County

File#: 2024-850/A

Certificate of Appointment of Trustee

IT IS HEREBY CERTIFIED that Letters for the Estate of the Decedent named below have been granted by this Court, and such Letters are unrevoked, are valid and are in full force as of this date.

Name of Decedent: **Martin Novick**

Date of Death: February 28, 2024

Domicile: Nassau County

Fiduciary Appointed: **Darcy Barra**
One Bay Club Drive
Apt. 19H
Bayside NY 11360

Letters Issued: LETTERS OF TRUSTEESHIP

Letters Issued On: April 26, 2024

For the Benefit of BARBARA NOVICK UNDER PARAGRAPH FIVE

and such Letters are unrevoked and in full force as of this date.

Dated: May 1, 2024
Mineola, New York

IN TESTIMONY WHEREOF, the seal of the Nassau County Surrogate's Court has been affixed.

WITNESS, Honorable Margaret C. Reilly, Judge of the Nassau County Surrogate's Court.

Debra Keller Leimbach, Chief Clerk
Nassau County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Nassau County Surrogate's Court and expires 6 months from the issue date of this certificate, unless otherwise stated above.

EXHIBIT D
Last Will and Testament of Barbara Novick

Last Will
of
Barbara Novick

I, Barbara Novick, a resident of Nassau County, New York, revoke any prior Wills and codicils made by me and declare this to be my Last Will.

Article One
Family Information

I was married to Martin Novick, who passed away on February 28, 2024.

I have three children. Their names are:

Lisa Novick;

Darcy Barra (also known as Darcy Novick); and

Tami Novick.

I have two grandchildren. Their names are:

Joelle Krakower; and

Nikki Novick.

All references in my Will to *my children* are to these children. All references in my Will to *my grandchildren* are to these grandchildren.

References to *my descendants* are to my children and their descendants, including descendants of any deceased child.

Article Two
Distribution of My Property

Section 2.01 Pour-Over to My Revocable Living Trust

I give all of my probate estate, excluding any property over which I have a power of appointment, after expenses and taxes are paid under this Will, to the then-acting Trustee of the Barbara Novick Living Trust dated June 11, 2024 and executed before this Will, to be added to the property of that trust. I direct that the Trustee administer the property according to the trust and any amendments made prior to my death.

Section 2.02 Alternate Disposition

If the trust referred to in Section 2.01 is not in effect at my death, or if for any other reason the pour over fails, I specifically incorporate by reference all the terms of the trust into this Will. I direct my Executor to then establish a new trust under the provisions of that trust and distribute the remainder of my estate, excluding any property over which I have a power of appointment, to that Trustee to administer as provided in the trust.

If incorporation by reference fails for any reason, I direct my Executor to distribute the remainder of my estate, excluding any property over which I have a power of appointment to my descendants, *per stirpes*.

Article Three
Designation and Succession of Fiduciaries

Section 3.01 Executor

I nominate Darcy Barra as my Executor. If Darcy Barra is unwilling or unable to act as my Executor, I nominate Tami Novick and Lisa Novick, acting jointly, or the survivor as my successor Executor.

Article Four
Powers of Fiduciaries

Section 4.01 Grant of Powers

My Executor may perform every act reasonably necessary to administer my estate and any trust established under my Will. In addition to this general grant of powers, my Executor is specifically authorized to:

hold, retain, invest, reinvest, sell, and manage any real or personal property, including interests in any form of business entity including limited partnerships and limited liability companies, and life, health, and disability insurance policies, without diversification as to kind, amount, or risk of non-productivity and without limitation by statute or rule of law;

partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, and contract;

distribute assets of my estate in cash or in kind, or partly in each, at fair market value on the distribution date, without requiring *pro rata* distribution of specific assets and without requiring *pro rata* allocation of the tax bases of those assets;

hold any interest in nominee form, continue businesses, carry out agreements, and deal with itself, other fiduciaries, and business organizations in which my Executor may have an interest;

access, modify, control, archive, transfer, and delete my digital assets;

establish reserves, release powers, and abandon, settle, or contest claims; and

employ attorneys, accountants, custodians for trust assets, and other agents or assistants as my Executor deems advisable to act with or without discretionary powers, and compensate them and pay their expenses from income or principal.

Section 4.02 Powers Granted by State Law

In addition to the above powers, my Executor may, without prior authority from any court, exercise all powers conferred by my Will, by common law, or by the New York Estates, Powers and Trusts Law or other statute of the State of New York or any other jurisdiction whose law applies to my Will. My Executor has absolute discretion in exercising these

powers. Except as specifically limited by my Will, these powers extend to all property held by my fiduciaries until the actual distribution of the property.

Section 4.03 Distribution Alternatives

My Executor may make any payments under my Will:

directly to a beneficiary;

in any form allowed by applicable state law for gifts or transfers to minors or persons under disability;

to a beneficiary's guardian, conservator, or caregiver for the beneficiary's benefit; or

by direct payment of the beneficiary's expenses.

A receipt by the recipient for any distribution will fully discharge my Executor if the distribution is consistent with the proper exercise of my Executor's duties under my Will.

Article Five
Administrative Provisions

Section 5.01 Court Proceedings

Any trust established under my Will will be administered in a timely manner; consistent with its terms; free of active judicial intervention; and without order, approval, or other action by any court. The trust will be subject only to the jurisdiction of a court being invoked by the Trustees or by other interested parties, or as otherwise required by law.

Section 5.02 No Bond

I direct that no Executor or Preliminary Executor be required to give any bond in any jurisdiction. But if a bond is required by law or by court determination, no sureties will be required on the bond.

Section 5.03 Compensation and Reimbursement

Any fiduciary serving under my Will is entitled to receive the commissions or other compensation allowed by applicable law in effect from time to time for the services

provided as fiduciary. In addition, any fiduciary serving under my Will is entitled to reimbursement for reasonable expenses incurred.

An Executor may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

A corporate fiduciary serving as fiduciary will be compensated by agreement between an individual serving as Executor and the corporate fiduciary. In the absence of an individual Executor or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

Section 5.04 Ancillary Fiduciary

If any ancillary administration is required or desired, and my domiciliary Executor is unable or unwilling to act as an Ancillary Fiduciary, my domiciliary Executor may have power to designate, compensate, direct, and remove an Ancillary Fiduciary. The Ancillary Fiduciary may either be a person or a corporation. My domiciliary Executor may delegate to the Ancillary Fiduciary any powers granted to my domiciliary Executor as my domiciliary Executor considers to be proper, including the right to serve without bond or without surety on bond. The net proceeds of the ancillary estate will be paid over to the domiciliary Executor.

Article Six
Taxes, Claims, and Expenses

Section 6.01 Payment of Death Taxes, Claims, and Expenses

The Trustee of the Barbara Novick Living Trust is authorized to pay expenses incurred for my funeral and for the disposition of my remains, claims against my estate, and expenses of estate administration. Accordingly, I direct my Executor to consult with the Trustee to determine which expenses and claims should be paid by my Executor from property passing under my Will, and which expenses and claims should be paid by the Trustee from the Barbara Novick Living Trust.

I direct my Executor to follow any instructions contained in the Barbara Novick Living Trust in making any tax elections, including the allocation of my GST Exemption, as my Executor deems appropriate under then prevailing circumstances. My Executor will suffer no liability for making or not making any tax election in good faith to any person, including any person not yet in being, whose interest may have been affected.

Any taxes imposed on property passing under and outside my Will because of my death will be apportioned and paid under the provisions of the Barbara Novick Living Trust, and I incorporate the tax apportionment provisions of the Barbara Novick Living Trust as part of my Will.

No death taxes may be allocated to or paid from property that is not included in my gross estate for federal estate tax purposes, or that qualifies for the federal estate tax charitable deduction.

Section 6.02 Tax and Administrative Elections

My Executor may exercise any available elections under any applicable income, inheritance, estate, succession, or gift tax law.

This authority includes the power to select any alternate valuation date for death tax purposes and the power to determine whether to use any estate administration expenses as estate or income tax deductions. No compensating adjustments are required between income and principal as a result of those determinations unless my Executor determines otherwise, or unless required by law.

My Executor is not liable to any beneficiary of my estate for tax consequences that arise as a result of the exercise or nonexercise of any tax elections, or for decisions made concerning the distribution of property in kind in full or partial satisfaction of any beneficiary's interest in my estate.

Article Seven
General Provisions

Section 7.01 Adopted and Afterborn Persons

A legally adopted person in any generation and that person's descendants, including adopted descendants, have the same rights and will be treated in the same manner under this Will as natural children of the adopting parent if the person is legally adopted before turning 18 years old. If an adoption was legal in the jurisdiction it occurred in at that time, then the adoption is considered legal.

A fetus *in utero* that is later born alive will be considered a person in being during the period of gestation.

Section 7.02 Applicable Law

The validity and construction of my Will will be determined by the laws of New York.

Section 7.03 No Contract to Make Will

I have not entered into any contract, actual or implied, to make a Will.

Section 7.04 Contest Provision

If any person directly or indirectly attempts to oppose the validity of my Will or my Revocable Living Trust, including any amendments to my trust, or commences, continues, or prosecutes any legal proceedings to set my Will or Revocable Living Trust aside, then that person will forfeit their share, will cease to have any right or interest in my property, and will be considered to have predeceased me for the purposes of my Will.

Section 7.05 Construction

Unless the context requires otherwise, words denoting the singular may denote the plural, and words indicating the plural may denote the singular. As the context requires, words of one gender may denote another gender.

Section 7.06 Headings and Titles

The headings and paragraph titles are for reference only.

Section 7.07 Internal Revenue Code, IRC, or Code

References to the Internal Revenue Code, the IRC or the Code refer to the Internal Revenue Code of the United States. References to specific sections of the Code apply to any sections of similar import that replace the specific sections due to changes to the Internal Revenue Code made after the date of my Will.

Section 7.08 Shall and May

Unless otherwise specifically provided in this document or by the context in which used, the word *shall* is used to impose a duty or to command, direct, or require, and the word *may* is used to allow or permit, but not require. In the context of my Trustee or my Executor, the word *shall* is used to impose a fiduciary duty on my Trustee or my Executor. When I use the word *may*, I intend to empower my Trustee or my Executor to act with sole and absolute discretion unless otherwise stated in this document.

Section 7.09 Other Definitions

Except as otherwise provided in my Will, terms will be interpreted as defined in the Surrogate's Court Procedure Act as amended after the date of my Will and after my death.

Section 7.10 Survivorship

For purposes of this Will, any beneficiary will be deemed to have predeceased me if the beneficiary dies within 90 days after my death.

Section 7.11 Severability

If any part of this instrument is determined to be void or invalid, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, I sign, seal, publish and declare this instrument as my Last Will on this 11 day of June, 2024 at New York, New York.

Barbara Novick, Testatrix

The foregoing instrument, consisting of 8 typewritten pages (including this page) was signed, published and declared by Barbara Novick, the Testatrix, to be her Last Will in the presence of each of us and all of us together; and the Testatrix, upon declaring this document to be her Last Will, requested each of us to sign the same as attesting witnesses; and we thereupon signed our names hereto as such witnesses, in the presence of the Testatrix, and in the presence of each other, on this _____ day of June, 2024. We further state that each of us believes that, at the time she executed the foregoing instrument, the Testatrix was of sound mind and memory, of lawful age, and did so execute it as her own free act and deed and not under the unlawful influence of any person.

Denise Rooney, Witness
452 Albern Avenue
Oceanside, NY 11572

Joan Colonna, Witness
12 Oregon Drive
Huntington Station, New York 11746

STATE OF NEW YORK	)	AFFIDAVIT OF SUBSCRIBING
	) ss.:	WITNESS PURSUANT TO SCPA 1406
COUNTY OF SUFFOLK	)	MADE AT THE REQUEST OF THE TESTATRIX

WE, Denise Rooney and Joan Colonna, being duly sworn depose and say, and each for himself or herself deposes and says:

That on the 11th day of June, 2024, we witnessed the execution of the within will of the within-named Testatrix, Barbara Novick, in the County of Suffolk, State of New York, which was executed under the supervision of Crystal Levy, Esq., an attorney at law admitted to practice in New York State and draftsman of said will with offices located at 730 Third Avenue, 11th Floor, New York, New York 10017, and that the said Testatrix declared and published said will to be her Last Will, stated that she has read it, understands the general nature of her property, understands the natural objects of her bounty, that it had been prepared according to her instructions, that she understands how the Last Will disposes of her property and that it correctly sets forth her testamentary desires, and at the request of said Testatrix we thereafter subscribed said will as witnesses in the sight and presence of said Testatrix and that said Testatrix at the time of the execution of said will was over the age of eighteen years and in our respective opinions, under no restraint, competent to make a will and of sound mind, memory and understanding and could read, write and converse in the English language and was suffering from no defect of sight, hearing or speech, or from any other physical or mental impairment which would affect the capacity of the Testatrix to make a will; that the will was executed as a single, original instrument and not in counterparts; and that we make this affidavit at the request of said Testatrix.

Denise Rooney

Joan Colonna

Subscribed and sworn to before me
this June 11th, 2024.

Notary Public

CRYSTAL LEVY
Notary Public, State of New York
Registration No. 01LE6210351
Qualified in Nassau County
Commission Expires August 17, 2024

EXHIBIT E
The Barbara Novick Living Trust

THE BARBARA NOVICK LIVING TRUST

June 11, 2024

LAW OFFICES
LASSAR & COWHEY LLP
730 THIRD AVENUE, 11TH FLOOR
NEW YORK, NEW YORK 10017

The Barbara Novick Living Trust
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The Barbara Novick Living Trust

Article One
Establishing My Trust

The date of this trust is June 11, 2024. The parties to this trust are Barbara Novick (the *Grantor*) and Barbara Novick and Darcy Barra (collectively, my *Trustee*).

I intend to create a valid trust under the laws of New York and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of New York law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying My Trust

For convenience, my trust may be referred to as:

> "The Barbara Novick Living Trust dated June 11, 2024."

To the extent practicable, for the purpose of transferring property to my trust or identifying my trust in any beneficiary or pay-on-death designation, my trust should be identified as:

> "Barbara Novick and Darcy Barra, Trustees, or their successors in interest, of the Barbara Novick Living Trust dated June 11, 2024, and any amendments thereto."

For all purposes concerning the identity of my trust or any property titled in or payable to my trust, any description referring to my trust will be effective if it reasonably identifies my trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of my Trustee or the powers held by my Trustee. To protect the confidentiality of this instrument, my Trustee may use an affidavit or a certification of trust that identifies my Trustee and sets forth the authority of my Trustee to transact business on behalf of my trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by my Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

A third party dealing with my Trustee will not be required to inquire into this trust's terms or the authority of my Trustee, or to see to the application of funds or other property received by my Trustee. My Trustee's receipt of any money or property paid, transferred,

or delivered to my Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by my Trustee is conclusive evidence of my Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by my Trustee asserting my Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to My Trust

Any person or entity may transfer any property to my trust in any manner authorized by law.

(a) Initial Funding of My Trust

By executing this instrument, I transfer, convey, and assign to my Trustee the trust property described in the attached Schedule A.

(b) Acceptance by My Trustee

By executing this instrument, my Trustee accepts and agrees to hold the trust property on Schedule A. All property transferred to my trust after the date of this trust must be acceptable to my Trustee. My Trustee may refuse to accept any property. My Trustee shall hold, administer, and dispose of all accepted trust property for my benefit and for the benefit of my beneficiaries, in accordance with the terms of this trust.

Section 1.04 Powers Reserved by Me as Grantor

As Grantor, I retain the powers set forth in this Section in addition to any powers that I reserve in other provisions of this instrument.

(a) Action on Behalf of My Trust

Whenever I am serving as Trustee, I may act for and conduct business on behalf of my trust without the consent of any other Trustee.

(b) Amendment, Restatement, or Revocation

I may amend, restate, or revoke this instrument, in whole or in part, for any purpose.

Any amendment, restatement, or revocation must be made in writing and delivered to my then-serving Trustee.

(c) Addition or Removal of Trust Property

I may add property to my trust and may remove any property from my trust at any time.

(d) Control of Income and Principal Distributions

I retain the right to control the distribution of income and principal from my trust. I may direct my Trustee to distribute as much of the net income and principal of the trust property as I consider advisable to me or to other persons or entities. My Trustee may distribute the net income and principal to me or for my unrestricted use and benefit, even to the exhaustion of all

trust property. Any undistributed net income is to be added to the principal of my trust.

(e) Approval of Investment Decisions

I reserve the absolute right to review and change my Trustee's investment decisions. But my Trustee is not required to seek my approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, I intend to qualify my trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, I will be treated as the owner of all the assets held in my trust during my lifetime, as if I held them in my individual capacity.

During any period that my trust is a Grantor Trust, the Taxpayer Identification Number of my trust will be my Social Security number, in accordance with Treasury Regulation Section 301.6109-1(a)(2).

Article Two
Family Information

I was married to Martin Novick, who passed away on February 28, 2024.

I have three children. They are:

Lisa Novick;

Darcy Barra, also known as Darcy Novick; and

Tami Novick.

All references in this document to *my children* are references to these children.

References to *my descendants* are to my children and their descendants, including any deceased child's descendants.

I have also provided for the following individuals in this trust:

Name	Relationship
Joelle Krakower	granddaughter
Nikki Novick	granddaughter

Article Three
Trustee Succession Provisions

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to me. If I am incapacitated or deceased, a resigning Trustee must give written notice to the trust's Income Beneficiaries and to any other then-serving Trustee.

Upon the resignation of a Trustee, the resigning Trustee may appoint the resigning Trustee's successor as Trustee in the manner set forth in Section 3.04, concurrent with the written notice described above. If the resigning Trustee fails to make the appointment, the other provisions of this Article regarding Trustee succession upon my incapacity or my death will govern, and the next named successor or successors to the resigning Trustee will serve in the order listed. Likewise, if no named successors to the resigning Trustees are available to serve and the resigning Trustee fails to designate a successor, the other provisions of this Article regarding the filling of a vacant Trustee office will govern.

Section 3.02 Trustee Succession during My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, Darcy Barra may act alone as Trustee.

In the event Darcy is unable to act as Trustee, the following will replace her:

Tami Novick and Lisa Novick, acting jointly, or the survivor.

In the event neither Darcy Barra, Tami Novick nor Lisa Novick are able to act as Trustee, then the beneficiaries by unanimous consent may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

If I am incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

My Legal Representative may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the

extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

(c) Default of Designation

Notwithstanding the above, if the office of Trustee of any trust created under this instrument is vacant and no designated successor Trustee is able and willing to act as Trustee, the Grantor, while living and competent at any time, may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

All appointments, removals, and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after My Death

After my death, this Section will govern the removal and replacement of my Trustees.

(a) Successor Trustee

I name the following, in this order, to serve as my successor Trustee after my death, replacing any then-serving Trustee:

Darcy Barra then

Tami Novick and Lisa Novick, acting jointly, or the survivor.

(b) Removal of a Trustee

Darcy Barra, Tami Novick and Lisa Novick may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

A Trustee may be removed under this Subsection only if the person having the right of removal appoints an individual or a corporate fiduciary by the effective removal date and the individual or corporate fiduciary simultaneously commences service as Trustee. This appointed Trustee may not be related or subordinate to the person or persons having the right of removal within the meaning of Internal Revenue Code Section 672(c).

The right to remove a Trustee under this Subsection is not to be interpreted as granting the person holding that right any of the powers of that Trustee.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

(c) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and the Grantor has not designated a successor Trustee, then the beneficiaries by unanimous consent may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the

appointment within the meaning of Section 672(c) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

If a Trustee vacancy arises due to resignation, the previous provisions apply only if the resigning Trustee fails to appoint a successor Trustee in the manner more fully set forth in Section 3.01.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed and to any other then-serving Trustees. The removal becomes effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and to any other then-serving Trustees. The appointment becomes effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

If there is only one Trustee serving, that Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. If there are two Trustees then serving, by unanimous consent, the Trustees may appoint an individual or a corporate fiduciary as a Co-Trustee. If there are three or more Trustees then serving, then by majority consent, the Trustees may appoint an individual or a corporate fiduciary as a Co-Trustee.

Any such Co-Trustee serves only as long as the appointing Trustee serves, or as long as the last to serve if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation, or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal and state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(c).

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than me, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee, made in good faith, will terminate the trusteeship. If the Trustee designated in the written declaration objects in writing to termination of the trusteeship within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion, or the trusteeship will be terminated without it.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(c).

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation will be effective in accordance with the terms of the notice.

Section 3.09 Rights and Obligations of Successor Trustees

Each successor Trustee serving under this instrument, whether corporate or individual, will have all of the title, rights, powers, and privileges granted to the initial Trustees named under this instrument. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as to all discretionary and ministerial obligations and duties given to the initial Trustees named under this instrument.

Section 3.10 Prohibited Trustees

Notwithstanding anything in this instrument to the contrary, a beneficiary of a supplemental needs trust established under this instrument may not, at any time, serve as Trustee of the supplemental needs trust. If a beneficiary has been nominated to serve as a Trustee of the supplemental needs trust, that nomination will be null and void and the remaining provisions of this instrument with respect to Trustee succession will apply.

Article Four
Administration of My Trust During My Incapacity

Section 4.01 Definition of My Incapacity

I will be considered incapacitated during any time when I am unable to effectively manage my property or financial affairs because of age, illness, mental disorder, dependence on prescription medication or other substances, or any other cause.

Section 4.02 Determination of My Incapacity

For purposes of this instrument, I am incapacitated if I am determined to be so under any one of the following Subsections.

(a) Determination by Attending Physician

I will be considered incapacitated if my attending physician has determined my then-existing circumstances fall within the definition of incapacity as provided in Section 4.01.

I will be considered restored to capacity if my personal or attending physician has determined that I can effectively manage my property and financial affairs.

(b) Court Determination

I will be considered incapacitated if a court of competent jurisdiction determines that I am legally incapacitated, incompetent, or otherwise unable to effectively manage my property or financial affairs.

(c) Detention, Disappearance, or Absence

I will be considered incapacitated if I have an unexplained disappearance or absence for more than 30 days, or if I am detained under duress. My disappearance, absence, or detention under duress may be established by an affidavit of my Trustee, or, if no Trustee is then serving under this trust, by the affidavit of any beneficiary of any trust created under this instrument. The affidavit must describe the circumstances of my disappearance, absence, or detention under duress. A third party dealing with my Trustee in good faith may always rely on the representations contained in the affidavit.

I will be considered restored to capacity upon my written notice to the successor Trustee that I can manage my property and financial affairs.

Section 4.03 Trust Distributions during My Incapacity

During any period of time when I am incapacitated, my Trustee shall administer my trust and distribute its net income and principal as provided in this Section.

(a) Distributions for My Benefit

My Trustee shall regularly and conscientiously make appropriate distributions of income and principal for my general welfare and comfort under the circumstances existing at the time each distribution is made.

Appropriate distributions under this Subsection include the payment of any of my enforceable legal obligations and premiums for insurance policies owned by me or by my trust, including life, medical, disability, property and casualty, errors and omissions, and longterm health care policies.

The examples included in this Subsection are for purposes of illustration only and are not intended to limit the authority of my Trustee to make any distribution for my benefit that my Trustee determines appropriate.

(b) Manner of Making Distributions

My Trustee may make distributions for my benefit in any one or more of the following ways:

to me, but only to the extent I am able to manage these distributions;

to other persons and entities for my use and benefit;

to an agent or attorney in fact authorized to act for me under a legally valid durable power of attorney executed by me before my incapacity; and

to my guardian or conservator who has assumed responsibility for me under any court order, decree, or judgment issued by a court of competent jurisdiction.

(c) Distributions for the Benefit of Persons Dependent on Me

My Trustee also may distribute as much of the net income and principal as my Trustee considers necessary for the health, education, maintenance, or support of persons who my Trustee determines are dependent on me for support.

(d) Guidance for My Trustee Regarding Distributions

When making distributions under Subsections (a) and (c), my Trustee shall give consideration first to my needs, and then to the needs of those persons dependent on me. In addition, my Trustee need not consider other income and resources available to me when giving such consideration regarding any distributions to me.

When making distributions under Subsection (c), I request that my Trustee, in its sole and absolute discretion, consider other income and resources available to the dependents. My Trustee may make unequal distributions, distributions to some but not all dependents, or no distributions.

A distribution made to a beneficiary under this Section will not be considered an advancement, and will not be charged against the share of the beneficiary that may be distributable under any other provision of this trust.

(e) Distributions to Agents under General Durable Power of Attorney

Under a valid power of attorney executed by me, my Trustee may make distributions to any agent for the purpose of making gifts as authorized in the power of attorney, or to assist my agent in carrying out my estate planning objectives.

(f) Power to Make Gifts

My Trustee is authorized to make gifts from my trust as follows.

(1) Continuation of Gifting Program

My Trustee is authorized to honor pledges and to continue to make gifts to charitable organizations that I regularly supported before my incapacity in the previously given amounts. My Trustee may continue any gifting program initiated by me before my incapacity.

(2) Gifts to Trust Beneficiaries

My Trustee may make gifts on my behalf, to or for the benefit of any remainder or contingent beneficiary named in this instrument for purposes my Trustee considers to be in the best interest of both me and the beneficiary, including the minimization of income, estate, inheritance, or gift taxes.

(3) Gifts for Tuition

My Trustee may prepay the cost of tuition for any remainder or contingent beneficiary named in this trust. My Trustee may make these payments directly to the educational institution, or by establishing and contributing to a Qualified State Tuition Program established under Internal Revenue Code Section 529.

(4) Gifts for Medical Expenses

My Trustee may pay medical expenses for any remainder or contingent beneficiary named in this trust as permitted under Internal Revenue Code Section 2503(e). My Trustee shall make these payments directly to the medical provider.

(5) Gifts Limited to Ascertainable Standards

An Interested Trustee may only make gifts that are necessary for the health, education, maintenance, or support of the person to whom a gift is made. My Trustee is not required

to consider other income and resources available to the recipient.

(6) Methods of Making Gifts

My Trustee may make gifts of trust property under this Subsection outright, in trust, or in any other manner that my Trustee, in its sole and absolute discretion, considers appropriate.

By way of example and without limiting my Trustee's powers under this Subsection, my Trustee is specifically authorized to make gifts by creating tenancy in common and joint tenancy interests, or by establishing irrevocable trusts (including charitable or noncharitable split interest trusts). My Trustee may make gifts of trust property by establishing and contributing trust property to corporations, family limited partnerships, limited liability partnerships, limited liability companies, or other similar entities, and by making gifts of interests in any of those entities.

To accomplish the objectives described in this Subsection, my Trustee may establish and maintain financial accounts of all types and may execute, acknowledge, seal, and deliver deeds, assignments, agreements, authorizations, checks, and other instruments. My Trustee may prosecute, defend, submit to arbitration, or settle, propose, or accept a compromise with respect to a claim existing in favor of or against me, based on or involving a gift transaction on my behalf. My Trustee may intervene in any related action or proceeding.

My Trustee may perform any other act my Trustee considers necessary or desirable to complete a gift on my behalf in accordance with the provisions of this Subsection.

(7) Standard for Making Gifts

I desire that in making gifts on my behalf, my Trustee consider the history of my gift making and my estate plan. To the extent reasonably possible, I direct my Trustee to avoid disrupting the dispositive provisions of my estate plan as established by me prior to my incapacity.

Article Five
Administration of My Trust Upon My Death

Section 5.01 My Trust Becomes Irrevocable

After my death, my trust is irrevocable and my Social Security number may no longer be used to identify the trust. My Trustee may need to apply for a separate Taxpayer Identification Number for the trust.

Section 5.02 Administrative Trust

After my death and before the distribution of trust property as provided in the subsequent Articles of this trust, the trust will be an *administrative trust*, but may continue to be known as the Barbara Novick Living Trust. The administrative trust will continue for a reasonable period of time necessary to complete the administrative tasks set forth in this Article.

Section 5.03 Payment of Expenses and Taxes

My Trustee may pay from the trust property:

expenses of my last illness, funeral, and burial or cremation, including expenses of memorials and memorial services;

legally enforceable claims against me or my estate;

expenses of administering the trust and my estate; and

court-ordered allowances for those dependent upon me.

These payments are discretionary with my Trustee. My Trustee may make decisions on these payments without regard to any limitation on payment of the expenses and may make payments without any court's approval. No third party may enforce any claim or right to payment against the trust by virtue of this discretionary authority.

If payment would decrease the federal estate tax charitable deduction available to my estate, my Trustee may not pay any administrative expenses from assets passing to an organization that qualifies for the federal estate tax charitable deduction.

My Trustee shall pay death taxes out of the trust property's principal, as provided in Section 5.06. But if a probate estate is opened within six months after the date of my death, my Executor shall pay any outstanding claims and expenses as authorized by the Executor, as well as any death taxes from my probate estate to the extent that the cash and readily marketable assets in my probate estate are sufficient.

Section 5.04 Restrictions on Certain Payments from Retirement Plans

Qualified retirement benefits payable to the trust may not be used or applied on or after the designation date for payment of my debts, taxes, expenses of administration, or other claims against my estate, or for payment of estate, inheritance, or similar transfer taxes due because of my death, other than those directly attributable to and the legal obligation of a

particular qualified retirement plan. This Section does not apply to any bequest or expense that is specifically directed to be funded with qualified retirement benefits.

Section 5.05 Excluding Life Insurance Proceeds from Creditors

Despite anything to the contrary in this instrument, any life insurance proceeds payable to the Trustee under this instrument must never be or become part of my probate or testamentary estate. Nothing in this instrument directs that these life insurance proceeds be used to pay my debts or expenses.

Section 5.06 Payment of Death Taxes

For the purposes of this Article, the term *death taxes* refers to any taxes imposed by reason of my death by federal, state, or local authorities, including estate, inheritance, gift, and direct-skip generation-skipping transfer taxes. For purposes of this Section, *death taxes* does not include any additional estate tax imposed by Internal Revenue Code Section 2031(c)(5)(C) or Section 2032A(c), or any other comparable recapture tax imposed by any taxing authority. Nor does the term include any generation-skipping transfer tax, other than a direct-skip generation-skipping transfer tax.

Except as otherwise provided in this Article or elsewhere in this trust, my Trustee shall provide for payment of all death taxes from the administrative trust without apportionment and may not seek contribution toward or recovery of any payments of death taxes from any individual.

(a) Protection of Exempt Property

Death taxes may not be allocated to or paid from any assets that are not included in my gross estate for federal estate tax purposes. To the extent practicable, my Trustee may not pay any death taxes from assets that are exempt for generation-skipping transfer tax purposes.

(b) Protection of the Charitable Deduction

Death taxes may not be paid from or allocated to any assets passing to an organization that qualifies for the federal estate tax charitable deduction, or from any assets passing to a split-interest charitable trust, unless the Trustee has first used all other assets available to pay the taxes.

(c) Property Passing outside of My Trust

Death taxes imposed with respect to property included in my gross estate for death tax purposes but passing outside of the trust are to be apportioned among the persons and entities benefited. The proportion attributed to each person or entity is the taxable value of each person or entity's beneficial interest over the total taxable value of all property and interests included in my gross estate for death tax purposes. The values used for the apportionment are to be the values as finally determined under federal, state, or local law. To the extent practicable, my Trustee shall deduct the death taxes from the property distributable under this trust, and must recover the allocable share of death taxes from the beneficiaries of property passing

other than under this trust, unless my Trustee determines that the cost of recovery is greater than warranted. If death taxes are not collected from the beneficiaries of property passing other than under this trust, my Trustee shall provide for payment of this unrecovered amount from the administrative trust without apportionment.

Section 5.07 Coordination with My Executor

The following provisions are intended to help facilitate the coordination between my Executor and my Trustee. These provisions apply even if the Executor and the Trustee are the same person or entity.

(a) Reliance on Information from My Executor

My Trustee may rely upon the written request of my Executor for payments authorized under this Article and the amounts included in those payments without computing the sums involved. If a payment is made under this Article to my Executor, my Trustee will have no duty to inquire into the application of the payment.

(b) Receipt of Probate Property

My Trustee may accept or decline any distributions of property tendered to my Trustee by my Executor. If my Trustee accepts the property, my Trustee may do so without audit, and will not be required to review the Executor's records.

(c) Discretionary Distributions to My Executor

My Trustee may distribute cash, accrued income, or other trust property to my probate estate as a beneficiary of this trust, to the extent my Trustee determines that doing so is in the best interests of the trust beneficiaries.

Section 5.08 Authority to Make Tax Elections

After my death, my Trustee may make tax elections as provided in this Section. But if an Executor is appointed for my probate estate, the discretionary authority granted to my Trustee as to any tax election will be subordinate to the Executor's statutorily delegated authority.

(a) Tax Elections

My Trustee may make any tax elections necessary for the efficient administration of my estate, including:

valuing assets according to an alternate valuation date;

electing whether to take administration expenses as estate tax deductions or income tax deductions;

allocating my unused generation-skipping exemption to any portion of the trust property;

electing special-use valuation;

deferring payment of all or any portion of any taxes;

making any elections relative to the *Deceased Spousal Unused Exclusion Amount* to the extent and amount allowable under Internal Revenue Code Sections 2010(c)(4) and (5), all as my Trustee considers appropriate under then-prevailing circumstances; and

treating any portion of my administrative trust as part of my estate for federal or state income tax purposes, or both.

In addition, my Trustee, in its sole and absolute discretion, may elect to waive, in whole or in part, my right to have my estate reimbursed for any tax paid as a result of the inclusion in my taxable estate of property held in a qualified terminable interest property (QTIP) trust created for me.

My Trustee may make equitable adjustments between income and principal because of any tax elections made by my Trustee.

(b) Allocation of GST Exemption

My Trustee may elect to allocate or not allocate any portion of the Available GST Exemption under Internal Revenue Code Section 2631, or a counterpart exemption under any applicable state law to any property of which I am considered the transferor for generation-skipping transfer tax purposes. This includes any property transferred by me during my life for which I did not make an allocation prior to death. The exercise of my Trustee's discretion should be based on the transfers, gift tax returns, and other information known to my Trustee, with no requirement that allocations benefit the various transferees or beneficiaries in any particular manner.

(c) Qualified Conservation Easements

My Trustee may create a qualified conservation easement, as defined in Internal Revenue Code Section 2031(c)(8)(A), in any land held by the trust and may make the necessary election provided by Section 2031(c)(6).

Article Six
Disposition of Tangible Personal Property

Section 6.01 Distribution of Tangible Personal Property

Upon my death, my Trustee shall distribute my tangible personal property to my children but not to their descendants, in shares of substantially equal value, to be divided among my children as they agree. If my Trustee determines that a child is incapable of acting in his or her own best interest, my Trustee shall appoint a person to represent the child in the division of the property. If my children are unable to agree upon the division of the property within six months after my death, my Trustee shall make the division according

to my Trustee's discretion. My Trustee may use a lottery, rotation system, or any other method of allocation to determine the order of selection and distribution of the property. As an alternative, my Trustee may sell all or any portion of the property and distribute the net proceeds equally among my then-living children. My Trustee will not incur any liability to any party for decisions made by my Trustee with respect to the division or sale of tangible personal property. Any decision made by my Trustee will be final and binding on all beneficiaries.

Section 6.02 Definition of Tangible Personal Property

For purposes of this Article, the term *tangible personal property* includes household furnishings, appliances and fixtures, works of art, motor vehicles, pictures, collectibles, apparel and jewelry, books, sporting goods, and hobby paraphernalia. The term does not include any property that my Trustee, in its sole and absolute discretion, determines to be part of any business or business interest owned by me or my trust.

After my death, if my Trustee receives property to be distributed under this Article from my probate estate or in any other manner, my Trustee shall distribute the property in accordance with this Article's terms. The fact that an item of tangible personal property was not received by my trust until after my death does not diminish the validity of the gift. If property to be distributed under this Article is not part of the trust property upon my death and is not subsequently transferred to my Trustee from my probate estate or in any other manner, then the specific distribution of property made in this Article is null and void, without any legal or binding effect.

Section 6.03 Incidental Expenses and Encumbrances

Until property distributed in accordance with this Article is delivered to the appropriate beneficiary or his or her Legal Representative, my Trustee shall pay the reasonable expenses of securing, storing, insuring, packing, transporting, and otherwise caring for the property as an administration expense. Except as otherwise provided in my trust, my Trustee shall distribute property under this Article subject to all liens, security interests, and other encumbrances on the property.

Section 6.04 Residuary Distribution

Any property not distributed under this or prior Articles of this instrument will be distributed as provided in the following Articles.

Article Seven
My Descendants' Trusts

My Trustee shall administer and distribute my remaining trust property (not distributed under prior Articles of this instrument) under the terms of this Article.

Section 7.01 Division of My Trust Property

My Trustee shall divide my Trust Property as follows:

Beneficiary	Share
Darcy Barra	30%
Lisa Novick	30%
Tami Novick	20%
Joelle Krakower	10%
Nikki Novick	10%

If Darcy Barra or Lisa Novick are not then living at the time of my death, then her share shall be distributed to the remaining beneficiaries who are then living *pro rata*.

If Tami Novick, Joelle Krakower, or Nikki Novick are not then living at the time of my death, said deceased beneficiaries share shall be distributed *per stirpes* to her descendants, or if none, *per stirpes* to your descendants.

My Trustee shall administer the share for each such child or grandchild in a separate trust for the beneficiary's benefit as provided in the next Section.

Section 7.02 Administration of Descendants' Trusts

My Trustee shall administer the trust for each child or grandchild, as the case may be (hereinafter referred to as "the beneficiary"), as follows:

(a) Distributions of Income and Principal

My Independent Trustee may distribute to the beneficiary as much of the income and principal of the beneficiary's trust as my Independent Trustee, in its sole and absolute discretion, advises for any purpose. If no Independent Trustee is then serving, my Trustee shall distribute to the beneficiary as much income and principal of the beneficiary's trust as my Trustee determines is necessary or advisable for the health, education, maintenance, or support of the beneficiary.

My Trustee shall add any undistributed net income to principal.

(b) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, ***in the event there is a generation-skipping transfer tax***, the beneficiary has the testamentary general power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at the beneficiary's death among one or more persons or entities and the creditors of the beneficiary's estate. The beneficiary has the exclusive right to exercise this general power of appointment.

The beneficiary may not exercise this power of appointment to appoint to himself or herself, his or her estate, his or her creditors, or creditors of his or her estate from the *limited share* of the beneficiary's trust. For purposes of this power of appointment, the *limited share* of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or that, in the absence of the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share is the beneficiary's entire trust.

If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance as set forth below:

(i) If the beneficiary is Lisa Novick, her remaining trust property shall be distributed to in equal shares to Darcy Barra and Tami Novick as are living, or all to the survivor;

(ii) If the beneficiary is Darcy Barra, her remaining trust property shall be distributed 50% to Darcy Barra's husband, Eddie Barra, provided that he is married to and living with Darcy Barra at the time of her death, and the balance of her remaining trust property shall be distributed *per stirpes* to my descendants. If Eddie Barra is not then living or is not married to and living with Darcy Barra at the time of her death, then the gift to Eddie Barra shall lapse;

(iii) If the beneficiary is Tami Novick, her remaining trust property shall be distributed *per stirpes* to her descendants, or if none, *per stirpes* to my descendants; and

(iv) If the beneficiary is a grandchild of mine, then her remaining trust property shall be distributed *per stirpes* to her descendants, or if none, *per stirpes* to my descendants.

All distributions above are subject to the provisions of Article Nine. If I have no then-living descendants, my Trustee shall distribute the balance of any remaining trust property as provided in Article Eight.

Article Eight
Remote Contingent Distribution

If at any time no person or entity is qualified to receive final distribution of any part of my trust estate, this portion of my trust estate must be distributed to those persons who would inherit it had I then died intestate owning the property, as determined and in the proportions provided by the laws of New York then in effect.

Article Nine
Distributions to Underage and Incapacitated Beneficiaries

Section 9.01 Supplemental Needs Trust

If under any provision of this trust my Trustee is directed to distribute to or for the benefit of any beneficiary when that person is receiving or applying for needs-based government benefits, my Trustee shall retain and administer the trust property as follows:

(a) Distributions for Supplemental Needs

In its sole, absolute, and unreviewable discretion, my Trustee may distribute discretionary amounts of net income and principal for supplemental needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

Supplemental needs refers to the basic requirements for maintaining the good health, safety, and welfare when, in the discretion of my Trustee, these basic requirements are not being provided by any public agency, office, or department of any state or of the United States.

Supplemental needs will also include medical and dental expenses; annual independent checkups; clothing and equipment; programs of training, education, treatment, and rehabilitation; private residential care; transportation, including vehicle purchases; maintenance; insurance; and essential dietary needs. *Supplemental needs* may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee will have no obligation to expend trust assets for these needs. But if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to or reimbursed to the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

(b) Objective to Promote Independence of the Beneficiary

While actions are in my Trustee's sole, absolute, and unreviewable discretion, all parties to this trust should be mindful that my wish is that the beneficiary live as independently, productively, and happily as possible.

(c) Trust Assets Not to be Considered Available Resource to the Beneficiary

The purpose of the provisions of this Section 9.01 is to supplement any benefits received, or for which the beneficiary may be eligible, from various

governmental assistance programs, and not to supplant any benefits of this kind. All actions of my Trustee shall be directed toward carrying out this intent, and my Trustee's discretion granted under this instrument to carry out this intent is sole, absolute, and unreviewable.

For purposes of determining the beneficiary's eligibility for any of these benefits, no part of the trust estate's principal or undistributed income will be considered available to the beneficiary for public benefit purposes. The beneficiary must not be considered to have access to the trust's principal or income, or to have ownership, right, authority, or power to convert any asset into cash for his or her own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of my Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny this request and to take whatever administrative or judicial steps are necessary to continue the beneficiary's eligibility for benefits. This includes obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses incurred by my Trustee in this regard, including reasonable attorney fees, will be a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee shall be responsible for determining what discretionary distributions will be made from this trust. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those supplemental needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income will be added to principal. In making distributions, my Trustee must:

> consider any other known income or resources of the beneficiary that are reasonably available;
>
> consider all entitlement benefits from any government agency, including Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home

Support Service (IHSS), and any other supplemental purpose benefits for which the beneficiary is eligible;

consider resource and income limitations of any assistance program;

make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

not be obligated or compelled to make specific payments;

not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by this governmental agency or reimbursement is required by the state; and

not be liable for any loss of benefits.

(e) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the trust estate's principal or undistributed income may be considered available to the beneficiary. My Trustee shall deny any request by the beneficiary to:

release trust principal or income to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or

petition a court or any other administrative agency for the release of trust principal or income for this purpose.

In its sole, absolute, and unreviewable discretion, my Trustee may take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility. This includes obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this action, including reasonable attorney fees, will be a proper charge to the trust estate.

(f) Indemnification of Trustee When Acting in Good Faith

My Trustee will be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of my Trustee exercising the authority granted to my Trustee under this Section in good faith.

(g) Termination and Distribution of the Supplemental Needs Trust

If my Trustee, in its sole, absolute, and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to independently support himself or herself, my Trustee shall distribute or

retain the remaining property according to the other provisions of this trust as though the provisions of this Section 9.01 had not been effective.

If the other provisions of this trust do not provide for the remaining property's distribution or retention, then my Trustee shall distribute the remaining property to the beneficiary outright and free of trust.

Independently support is satisfied when the beneficiary has been gainfully employed for 33 months of the 36 month period immediately preceding the decision to terminate the trust share.

The terms *gainful employment* and *gainfully employed* mean the full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100% of the funds (exclusive of other revenue sources) that are necessary to provide for the beneficiary's independent care, support, maintenance, and education. In its sole, absolute, and unreviewable discretion, my Trustee shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(h) Distribution upon the Death of the Beneficiary

Upon the beneficiary's death, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust as though the provisions of this Section 9.01 had not been effective. If the other provisions of this trust provide for the beneficiary's share to be held in trust, then those provisions will be interpreted as though the beneficiary died after the establishment of that trust.

If the other provisions of this trust do not provide for the distribution or retention of the remaining property, then the beneficiary will have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities. But the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

I intend to create a limited power of appointment and not a general power of appointment as defined in Internal Revenue Code Section 2041.

If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, my Trustee shall distribute the unappointed balance *per stirpes* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per stirpes* to my descendants.

If I have no then-living descendants, my Trustee shall distribute the balance of the trust property as provided in Article Eight.

Section 9.02 Underage and Incapacitated Beneficiaries

If my Trustee is authorized or directed under any provision of this trust to distribute net income or principal to a person who has not yet reached 21 years of age or who is incapacitated as defined in Section 13.06(g), my Trustee may make the distribution by any one or more of the methods described in Section 9.03. Alternatively, my Trustee may retain the trust property in a separate trust to be administered by my Trustee under Section 9.04.

I request that before making a distribution to a beneficiary, my Trustee consider, to the extent reasonable, the ability the beneficiary has demonstrated in managing prior distributions of trust property.

Section 9.03 Methods of Distribution

My Trustee may distribute trust property for any beneficiary's benefit, subject to the provisions of Section 9.02 in any one or more of the following methods:

My Trustee may distribute trust property directly to the beneficiary.

My Trustee may distribute trust property to the beneficiary's guardian, conservator, parent, other family member, or any person who has assumed the responsibility of caring for the beneficiary.

My Trustee may distribute trust property to any person or entity, including my Trustee, as custodian for the beneficiary under the Uniform Transfers to Minors Act or similar statute.

My Trustee may distribute trust property to other persons and entities for the beneficiary's use and benefit.

My Trustee may distribute trust property to an agent or attorney in fact authorized to act for the beneficiary under a valid durable power of attorney executed by the beneficiary before becoming incapacitated.

Section 9.04 Retention in Trust

My Trustee may retain and administer trust property in a separate trust for any beneficiary's benefit, subject to the provisions of Section 9.02 as follows.

(a) Distribution of Net Income and Principal

My Independent Trustee may distribute to the beneficiary as much of the net income and principal of any trust created under this Section as my Independent Trustee may determine advisable for any purpose. If there is no then-serving Independent Trustee, my Trustee shall distribute to the beneficiary as much of the net income and principal of the trust created under this Section as my Trustee determines is necessary or advisable for the beneficiary's health, education, maintenance, or support. Any undistributed net income will be accumulated and added to principal.

(b) Right of Withdrawal

When the beneficiary whose trust is created under this Section either reaches 21 years of age or is no longer incapacitated, the beneficiary may withdraw all or any portion of the accumulated net income and principal from the trust.

(c) Distribution upon the Death of the Beneficiary

Subject to the terms of the next paragraph, the beneficiary whose trust is created under this Section may appoint all or any portion of the principal and undistributed net income remaining in the beneficiary's trust at the beneficiary's death among one or more persons or entities, and the creditors of the beneficiary's estate. The beneficiary has the exclusive right to exercise this general power of appointment.

The beneficiary may not exercise this power of appointment to appoint to the beneficiary, the beneficiary's estate, the beneficiary's creditors, or creditors of the beneficiary's estate from the *limited share* of the beneficiary's trust. For purposes of this power of appointment, the *limited share* of the beneficiary's trust is that portion of the beneficiary's trust that has an inclusion ratio for generation-skipping transfer tax purposes of zero or that without the exercise of the power of appointment, would not constitute a taxable generation-skipping transfer at the beneficiary's death. If the generation-skipping tax does not then apply, the limited share will be the beneficiary's entire trust.

If any part of the beneficiary's trust is not effectively appointed, my Trustee shall distribute the remaining unappointed balance *per stirpes* to the beneficiary's descendants. If the beneficiary has no then-living descendants, my Trustee shall distribute the unappointed balance *per stirpes* to the then-living descendants of the beneficiary's nearest lineal ancestor who was a descendant of mine or, if there is no then-living descendant, *per stirpes* to my descendants.

If I have no then-living descendants, my Trustee shall distribute the balance of the trust property as provided in Article Eight.

Section 9.05 Application of Article

Any decision made by my Trustee under this Article is final, controlling, and binding upon all beneficiaries subject to the provisions of this Article.

The provisions of this Article do not apply to distributions to me.

Article Ten
Retirement Plans

The provisions of this Article apply to qualified retirement plans owned by or made payable to my trust.

Section 10.01 Retirement Plans

Notwithstanding any contrary provision in this trust, this section's provisions apply to qualified retirement plans.

(a) Rights of My Trustee

My Trustee may exercise the right to determine the manner and timing of qualified retirement plan benefit payments permitted under these plans and consistent with the federal income tax rules regarding required minimum distributions under Internal Revenue Code Section 401(a)(9).

My Trustee may make a qualified disclaimer of any qualified retirement benefits or non-qualified annuity benefits payable to my trust.

My Trustee may not be held liable to any beneficiary for any decision regarding the death benefit election or the disclaimer of any qualified retirement benefits payable to my trust.

My Trustee may not change or designate beneficiaries under any retirement plan. Any power extended to my Trustee under the terms of a retirement plan that gives or appears to give my Trustee the power to change the identity or rights of any beneficiaries under the plan is void *ab initio*.

Article Eleven
Trust Administration

Section 11.01 Distributions to Beneficiaries

Whenever this trust authorizes or directs my Trustee to make a net income or principal distribution to a beneficiary, my Trustee may apply any property that otherwise could be distributed directly to the beneficiary for his or her benefit. My Trustee is not required to inquire into the beneficiary's ultimate disposition of the distributed property unless specifically directed otherwise by this trust.

My Trustee may make cash distributions, in-kind distributions, or distributions partly in each, in proportions and at values determined by my Trustee. My Trustee may allocate undivided interests in specific assets to a beneficiary or trust in any proportion or manner that my Trustee determines, even though the property allocated to one beneficiary may be different from that allocated to another beneficiary.

My Trustee may make these determinations without regard to the income tax attributes of the property and without the consent of any beneficiary.

Section 11.02 Trust Decanting; Power to Appoint in Further Trust

Whenever an Independent Trustee may distribute assets to or for the benefit of a beneficiary, my Trustee may appoint the property subject to my Trustee's power of distribution in trust for the benefit of one or more beneficiaries of any trust created under this instrument under the terms established by the Independent Trustee. Any trust established by the Independent Trustee and funded by the exercise of the power granted under this Section must meet these requirements:

the trust must not reduce any fixed income, annuity, or unitrust right provided by this trust instrument to any beneficiary;

the trust must provide for one or more of the beneficiaries of a trust created under this instrument; and

the interests of remainder beneficiaries of the trust created under this instrument must not be accelerated under the terms of the new trust.

An Independent Trustee may not use the powers granted under this Section to extend the term of the new trust beyond the period of perpetuities provided under the governing law of this instrument.

Any trust created under this provision must not contain any provision that, if applicable, would cause the trust to fail to qualify for the marital deduction or charitable deduction, fail to qualify any gift to the trust for any gift, estate, or generation-skipping transfer annual exclusion, or disqualify the trust as a qualified subchapter S corporation shareholder.

If any beneficiary holds a presently exercisable right to withdraw property from this trust, that right may not be defeated by the exercise of the Independent Trustee's powers granted under this Section.

The Independent Trustee's powers granted under this Section are not diminished by the revocability or subsequent irrevocability of the trust created under this trust.

Section 11.03 Beneficiary's Status

Until my Trustee receives notice of the incapacity, birth, marriage, death, or other event upon which a beneficiary's right to receive payments may depend, my Trustee will not be held liable for acting or not acting with respect to the event, or for disbursements made in good faith to persons whose interest may have been affected by the event. Unless otherwise provided in this trust, a parent or Legal Representative may act on behalf of a minor or incapacitated beneficiary.

My Trustee may rely on any information provided by a beneficiary with respect to the beneficiary's assets and income. My Trustee will have no independent duty to investigate the status of any beneficiary and will not incur any liability for not doing so.

Section 11.04 Mandatory Payments of a Pecuniary Amount

If any person holds the right to receive a pecuniary amount from my trust upon my death, my Trustee must either:

satisfy the entire pecuniary amount or irrevocably set aside property to satisfy the entire pecuniary amount within 15 months of my death; or

pay appropriate interest, as defined in Treasury Regulations Section 26.2642-2(b)(4)(ii)(B), to the person.

If my Trustee satisfies the pecuniary amount with an in-kind distribution, my Trustee will allocate assets to satisfy the pecuniary amount in a manner that fairly reflects net appreciation or depreciation in the value of the available assets, as measured from the valuation date to the payment date.

Section 11.05 No Court Proceedings

My Trustee shall administer this trust with efficiency, with attention to the provisions of this trust, and with freedom from judicial intervention. If my Trustee or another interested party institutes a legal proceeding, the court will acquire jurisdiction only to the extent necessary for that proceeding. Any proceeding to seek instructions or a court determination may only be initiated in the court with original jurisdiction over matters relating to the construction and administration of trusts. Seeking instructions or a court determination is not to be construed as subjecting this trust to the court's continuing jurisdiction.

Section 11.06 No Bond

My Trustee is not required to furnish any bond for the faithful performance of the Trustee's duties unless required by a court of competent jurisdiction, and only if the court finds that a bond is needed to protect the beneficiaries' interests. No surety will be required on any bond required by any law or court rule, unless the court specifies its necessity.

Section 11.07 Exoneration of My Trustee

No successor Trustee is obligated to examine the accounts, records, or actions of any previous Trustee or the Executor of my estate. No successor Trustee may be held responsible for any act, omission, or forbearance by any previous Trustee or of the Executor of my estate.

Any Trustee may obtain written agreements from the beneficiaries or their Legal Representatives releasing and indemnifying the Trustee from any liability that may have arisen from the Trustee's acts, omissions, or forbearances. If acquired from all the trust's living beneficiaries or their Legal Representatives, any agreement is conclusive and binding on all parties, born or unborn, who may have or who may later acquire an interest in the trust.

My Trustee may require a refunding agreement before making any distribution or allocation of trust income or principal, and may withhold distribution or allocation pending determination or release of a tax or other lien. This refunding agreement provision will not apply to any distribution that qualifies for the federal estate tax charitable deduction.

Section 11.08 Limitations on Trustee Liability

I recognize that some individuals and institutions may be reluctant to serve as Trustee because of a concern about potential liability. Therefore, I direct that any individual or corporate fiduciary that serves as my Trustee will not incur any liability by reason of any error of judgment, mistake of law, or action or inaction of any kind in connection with the administration of any trust created under this trust, unless my Trustee's decision is shown by clear and convincing evidence to have been made in bad faith.

Any individual or corporate fiduciary currently serving as my Trustee may expend any portion of the trust assets to defend any claim brought against the Trustee, even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Any individual or corporate fiduciary that formerly served as my Trustee is entitled to reimbursement from the trust estate for any expenses, including attorney's fees and litigation costs reasonably incurred to defend any claim brought against the Trustee even if the Trustee's defense costs would exhaust the trust's value, unless the Trustee is shown to have acted in bad faith by clear and convincing evidence.

Section 11.09 Trustee Compensation

During the Grantor's lifetime, any beneficiary serving as Trustee hereunder shall not be entitled to receive commissions or compensation.

After the Grantor's death, any beneficiary serving as Trustee hereunder shall be entitled to a fixed amount of $5,000 per month as compensation for services as Trustee. Any other individual serving as Trustee to receive the commissions or other compensation allowed by applicable law in effect from time to time for the services provided as fiduciary. A corporate fiduciary serving as Trustee will be compensated by agreement between an individual serving as Trustee and the corporate fiduciary. In the absence of an individual Trustee or an agreement, a corporate fiduciary will be compensated in accordance with the corporate fiduciary's current published fee schedule.

A Trustee may charge additional fees for services provided that are beyond the ordinary scope of duties, such as fees for legal services, tax return preparation, and corporate finance or investment banking services.

In addition to receiving compensation, a Trustee may be reimbursed for reasonable costs and expenses incurred in carrying out the Trustee's duties under this trust.

Section 11.10 Employment of Professionals

My Trustee may appoint, employ, and remove investment advisors, accountants, auditors, depositories, custodians, brokers, consultants, attorneys, advisors, agents, and employees to advise or assist in the performance of my Trustee's duties. My Trustee may act on the recommendations of the persons or entities employed, with or without independent investigation.

My Trustee may reasonably compensate an individual or entity employed to assist or advise my Trustee, regardless of any other relationship existing between the individual or entity and my Trustee.

My Trustee may compensate providers of contracted services at the usual rate out of the trust's income or principal, as my Trustee deems advisable. My Trustee may compensate an individual or entity employed to assist or advise my Trustee without diminishing the compensation the Trustee is entitled to under this trust. A Trustee who is a partner, stockholder, officer, director, or corporate affiliate in any entity employed to assist or advise my Trustee may still receive the Trustee's share of the compensation paid to the entity.

Section 11.11 Exercise of Testamentary Power of Appointment

A testamentary power of appointment granted under this trust may be exercised by a will or living trust specifically referring to the power of appointment. The holder of a testamentary power of appointment may exercise the power to appoint property among the permissible appointees in equal or unequal proportions, and may designate the terms and conditions, whether outright or in trust. The holder of a testamentary power of appointment may grant further powers of appointment to any person to whom principal may be appointed, including a presently exercisable limited or general power of appointment.

My Trustee may conclusively presume that any power of appointment granted to any beneficiary of a trust created under this trust has not been exercised by the beneficiary if my Trustee has no knowledge of the existence of a will or living trust exercising the power within three months after the beneficiary's death.

Section 11.12 Determination of Principal and Income

The rights among beneficiaries in matters concerning principal and income are to be determined in accordance with the New York Uniform Principal and Income Act. If the New York Uniform Principal and Income Act does not contain a provision concerning a particular item, my Trustee shall determine what will be credited, charged, and apportioned between principal and income in a fair, equitable, and practical manner with respect to that item.

Section 11.13 Trust Accounting

Except to the extent required by law, my Trustee is not required to file accountings in any jurisdiction. After my death, my Trustee must provide an annual accounting to the Income Beneficiaries of any trust created under this trust unless waived by the Income Beneficiaries.

The annual accounting must include the receipts, expenditures, and distributions of income and principal and the assets on hand for the accounting period. A copy of the federal fiduciary tax return filed for a trust during the accounting will satisfy this reporting requirement.

In the absence of fraud or obvious error, assent by all Income Beneficiaries to a Trustee's accounting will make the matters disclosed in the accounting binding and conclusive upon

all persons, including those living on this date and those born in the future who have or will have a vested or contingent interest in the trust property. In the case of an Income Beneficiary who is a minor or incapacitated, the beneficiary's natural guardian or Legal Representative may give the assent required under this Section.

A beneficiary may object to an accounting provided by my Trustee only by giving written notice to my Trustee within 60 days after my Trustee provides the accounting. Any beneficiary who does not submit a timely written objection is considered to assent to the accounting.

My Trustee must make the trust's financial records and documents available to beneficiaries at reasonable times and upon reasonable notice for inspection. My Trustee is not required to furnish any information regarding my trust to anyone other than a beneficiary. My Trustee may exclude any information my Trustee determines is not directly applicable to the beneficiary receiving the information.

In all events, a beneficiary's Legal Representative may receive any notices and take any action on behalf of the beneficiary as to an accounting. If any beneficiary's Legal Representative fails to object to any accounting in writing within 60 days after my Trustee provides the accounting, the beneficiary's Legal Representative will be considered to assent to the accounting.

Section 11.14 Action of Trustees and Delegation of Trustee Authority

Even when I am serving as a Trustee, any one Trustee may perform ministerial duties such as sign any checks, contracts, agreements, or other documents on behalf of the trust with the same effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' agreement.

When I am not serving as a Trustee, if two Trustees are eligible to act with respect to a given matter, they must agree unanimously for action to be taken unless the express terms of the Trustees' appointment provide otherwise. If more than two Trustees are eligible to act with respect to a given matter, the Trustees must agree by majority for action to be taken.

A nonconcurring Trustee may dissent or abstain from a decision of the majority. A Trustee will be absolved from personal liability by registering the dissent or abstention in the trust records. After doing so, the dissenting Trustee must then act with my other Trustees in any way necessary or appropriate to effect the majority decision.

Notwithstanding the limitations set forth in this Section, unless a Trustee elects otherwise in a written instrument delivered to the other Trustees, whenever I am not serving as a Trustee, if two or more Trustees are then serving, any one Trustee may sign any checks, agreements, or other documents on behalf of the trust with the same effect as if all Trustees had signed. Persons dealing with the signing Trustee in good faith may rely upon the signing Trustee's authority to act on behalf of the trust without inquiry as to the other Trustees' agreement.

Subject to the limitations set forth in Section 12.20, any Trustee may, by written instrument, delegate to any other Trustee the right to exercise any power, including a

discretionary power, granted to my Trustee in this trust. During the time a delegation under this Section is in effect, the Trustee to whom the delegation is made may exercise the power to the same extent as if the delegating Trustee has personally joined in the exercise of the power. The delegating Trustee may revoke the delegation at any time by giving written notice to the Trustee to whom the power was delegated.

Section 11.15 Trustee May Disclaim or Release Any Power

Notwithstanding any provision of this trust to the contrary, any Trustee may relinquish any Trustee power in whole or in part, irrevocably or for any specified period of time, by a written instrument. The Trustee may relinquish a power personally or may relinquish the power for all subsequent Trustees.

Section 11.16 Trustee May Execute a Power of Attorney

My Trustee may appoint any individual or entity to serve as my Trustee's agent under a power of attorney to transact any business on behalf of my trust or any other trust created under this trust.

Section 11.17 Additions to Separate Trusts

If upon my death, or upon the termination of any trust created under this trust, a final distribution is to be made to a person who is the Primary Beneficiary of another trust established under this trust, and there is no specific indication whether the distribution is to be made in trust or outright, my Trustee shall make the distribution to the second trust instead of distributing the property to the beneficiary outright. For purposes of administration, the distribution will be treated as though it had been an original part of the second trust.

Section 11.18 Authority to Merge or Sever Trusts

My Trustee may merge a trust created under this trust with any other trust, if the two trusts contain substantially the same terms for the same beneficiaries and have at least one Trustee in common. My Trustee may administer the merged trust under the provisions of the instrument governing the other trust, and this trust will no longer exist if it merges into another trust. Accordingly, in the event another trust is merged into this trust or a trust created under the provisions of this trust document, my Trustee may shorten the period during which this trust subsists to comply with Section 13.01, if necessary, to effect the merger. But if a merger does not appear feasible, my Trustee may consolidate the trusts' assets for purposes of investment and trust administration while retaining separate records and accounts for each respective trust.

My Trustee may sever any trust on a fractional basis into two or more separate and identical trusts, or may segregate a specific amount or asset from the trust property by allocating it to a separate account or trust. The separate trusts may be funded on a *non pro rata* basis, but the funding must be based on the assets' total fair market value on the funding date. After the segregation, income earned on a segregated amount or specific asset passes with the amount or asset segregated. My Trustee shall hold and administer each severed trust upon terms and conditions identical to those of the original trust.

Subject to the trust's terms, my Trustee may consider differences in federal tax attributes and other pertinent factors in administering the trust property of any separate account or trust, in making applicable tax elections and in making distributions. A separate trust created by severance must be treated as a separate trust for all purposes from the effective severance date; however, the effective severance date may be retroactive to a date before my Trustee exercises the power.

Section 11.19 Authority to Terminate Trusts

My Independent Trustee may terminate any trust created under this trust at any time, if my Independent Trustee, in its sole and absolute discretion, determines that administering a trust created under this trust is no longer economical. Once distributed, my Trustee will have no further responsibility with respect to that trust property. My Trustee will distribute the trust property from a terminated trust in this order:

to me, if I am then living;

to the beneficiaries then entitled to mandatory distributions of the trust's net income, in the same proportions; and then

if none of the beneficiaries are entitled to mandatory distributions of net income, to the beneficiaries then eligible to receive discretionary distributions of the trust's net income, in the amounts and shares my Independent Trustee determines.

Section 11.20 Merger of Corporate Fiduciary

If any corporate fiduciary acting as the Trustee under this trust is merged with or transfers substantially all of its trust assets to another corporation, or if a corporate fiduciary changes its name, the successor will automatically succeed to the trusteeship as if that successor had been originally named a Trustee. No document of acceptance of trusteeship will be required.

Section 11.21 Funeral and Other Expenses of Beneficiary

Upon the death of an Income Beneficiary, my Trustee may pay the funeral expenses, burial or cremation expenses, enforceable debts, or other expenses incurred due to the death of the beneficiary from trust property. This Section only applies to the extent the Income Beneficiary has not exercised any testamentary power of appointment granted to the beneficiary under this trust.

My Trustee may rely upon any request by the deceased beneficiary's Legal Representative or family members for payment without verifying the validity or the amounts and without being required to see to the application of the payment. My Trustee may make decisions under this Section without regard to any limitation on payment of expenses imposed by statute or court rule and without obtaining the approval of any court having jurisdiction over the administration of the deceased beneficiary's estate.

Article Twelve
My Trustee's Powers

Section 12.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, my Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of New York or any other jurisdiction whose law applies to this trust. The powers set forth in the New York Estates, Powers and Trusts Law are specifically incorporated into this trust.

My Trustee shall exercise the Trustee powers in the manner my Trustee determines to be in the beneficiaries' best interests. My Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

My Trustee may have duties and responsibilities in addition to those described in this trust. I encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if my Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 12.02 Execution of Documents by My Trustee

My Trustee may execute and deliver any written instruments that my Trustee considers necessary to carry out any powers granted in this trust.

Section 12.03 Investment Powers in General

My Trustee may invest in any type of investment that my Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting my Trustee's investment authority in any way, I request that my Trustee exercise reasonable care and skill in selecting and retaining trust investments. I also request that my Trustee take into account the following factors in choosing investments:

the potential return from the investment, both in income and appreciation;

the potential income tax consequences of the investment;

the investment's potential for volatility; and

the role the investment will play in the trust's portfolio.

I request that my Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses, and the trust's need for liquidity while arranging the trust's investment portfolio.

My Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 12.04 Banking Powers

My Trustee may establish any type of bank account in any banking institutions that my Trustee chooses. If my Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. My Trustee may authorize withdrawals from an account in any manner.

My Trustee may open accounts in the name of my Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 12.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, my Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to my Trustee in this trust.

My Trustee may act personally and independently with any business entity in which the trust has an interest, separate from any duties owed to the trust as my Trustee. This includes serving and receiving compensation for services as an officer, director, general partner, manager, or any other capacity for the business entity. The compensation my Trustee receives from this entity will not affect the compensation my Trustee may be entitled to for serving as my Trustee. My Trustee may exercise any voting power for any matter, whether the voting power is held as my Trustee or independently as a stockholder, officer, director, general partner, member, manager, or other capacity of the business entity. My Trustee may independently own, purchase, and sell an interest in a business entity owned by the trust. Any sale of a nonpublicly traded business interest between my Trustee and the trust must be approved and effected by an Independent Special Trustee.

If any trust created under this trust is funded with subchapter S stock, my Trustee may either elect to qualify the trust as a Qualified Subchapter S Trust (QSST) under Internal Revenue Code Section 1361(d)(3) or as an Electing Small Business Trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 12.06 Contract Powers

My Trustee may sell at public or private sale, transfer, exchange for other property, and otherwise dispose of trust property for consideration and upon terms and conditions that my Trustee deems advisable. My Trustee may grant options of any duration for any sales, exchanges, or transfers of trust property.

My Trustee may enter into contracts, and may deliver deeds or other instruments, that my Trustee considers appropriate.

Section 12.07 Common Investments

For purposes of convenience with regard to the trust property's administration and investment, my Trustee may invest part or all of the trust property jointly with property of other trusts for which my Trustee is also serving as a Trustee. A corporate fiduciary acting as my Trustee may use common funds for investment. When trust property is managed and invested in this manner, my Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 12.08 Digital Assets

My Trustee has the authority to access, modify, control, archive, transfer, and delete my digital assets.

Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

My digital assets may be stored in the cloud or on my own digital devices. My Trustee may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar hardware that currently exists or may be developed as technology advances.

Section 12.09 Insurance Powers

My Trustee may purchase, accept, hold, and deal with as owner, insurance policies on my life, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

My Trustee may purchase disability, medical, liability, longterm health care and other insurance on behalf of and for the benefit of any beneficiary. My Trustee may purchase annuities and similar investments for any beneficiary.

My Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. My Trustee may borrow money to pay premiums due on any policy, either by borrowing from the company issuing the policy or from another source. My Trustee may assign the policy as security for the loan.

My Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

My Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

My Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

My Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, my Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 12.10 Loans and Borrowing Powers

My Trustee may make loans to, or guarantee the borrowing of, any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

My Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

My Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by me individually or by any Trustee, and may release or foreclose on any mortgage or security interest payable to me or to the trust.

My Trustee may borrow money at interest rates and on other terms that my Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

My Trustee may purchase, sell at public or private sale, trade, renew, modify, and extend mortgages. My Trustee may accept deeds instead of foreclosing.

Section 12.11 Nominee Powers

My Trustee may hold real estate, securities, and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 12.12 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, my Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by my Trustee out of income. If the income is insufficient, then my Trustee may make any payments of property taxes or expenses out of the trust property's principal. My Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

Section 12.13 Purchase of Assets from and Loans to My Probate Estate

Upon my death, my Trustee may purchase at fair market value and retain in the form received any property that is a part of my probate or trust estate as an addition to the trust.

In addition, my Trustee may make secured and unsecured loans to my probate or trust estate. My Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

My Trustee may not use any trust property for the benefit of my estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in my gross estate for federal estate tax purposes.

Section 12.14 Qualified Real Property Valuation

My Independent Trustee has the power to amend the terms of a trust holding *qualified real property* as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 12.15 Real Estate Powers

My Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as my Trustee deems appropriate.

My Trustee may grant or release easements in or over, subdivide, partition, develop, raze improvements to, and abandon any real property.

My Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

My Trustee may enter into contracts to sell real estate. My Trustee may enter into leases and grant options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. My Trustee may enter into any contracts, covenants, and warranty agreements that my Trustee deems appropriate.

Section 12.16 Residences and Tangible Personal Property

My Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. My Trustee may pay or make arrangements for others to pay all carrying costs of any residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

My Trustee may acquire, maintain, and invest in articles of tangible personal property, whether or not the property produces income. My Trustee may pay for the repair and maintenance of the property.

My Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

My Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that my Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs, or other charges.

My Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 12.17 Retention and Abandonment of Trust Property

My Trustee may retain any property constituting the trust at the time of its creation, at the time of my death, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. My Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

My Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sole and absolute discretion of my Trustee. On the other hand, my Trustee will invest contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

My Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

My Trustee may abandon any property that my Trustee considers of insignificant value.

Section 12.18 Securities, Brokerage and Margin Powers

My Trustee may buy, sell, trade, and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount, including short sales. My Trustee may write and purchase call or put options, and other derivative securities. My Trustee may maintain margin accounts with brokerage firms, and may pledge securities to secure loans and advances made to my Trustee or to or for a beneficiary's benefit.

My Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. My Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee. My Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

My Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. My Trustee may hold securities in bearer or uncertificated form, and may use a central depository,

clearing agency, or book-entry system, such as The Depository Trust Company, Euroclear, or the Federal Reserve Bank of New York.

My Trustee may participate in any reorganization, recapitalization, merger, or similar transaction. My Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. My Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

Section 12.19 Settlement Powers

My Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration, or other means. My Trustee may release or abandon any claim in favor of the trust.

Section 12.20 Limitation on My Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to me.

(a) An Interested Trustee Limited to Ascertainable Standards

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, or support as described under Internal Revenue Code Sections 2041 and 2514.

(b) Interested Trustee Prohibited from Acting

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as my Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(c) Exclusive Powers of My Independent Trustee

Whenever a power or discretion is granted exclusively to my Independent Trustee, then any Interested Trustee who is then serving as my Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by my Independent Trustee.

(d) No Distributions in Discharge of Certain Legal Obligations

My Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner

discharge a legal obligation of my Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(e) Insurance Policy on the Life of My Trustee

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision construes the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(f) Insurance Policy on a Beneficiary's Life

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value, or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value, or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

Article Thirteen
General Provisions

Section 13.01 Maximum Term for Trusts

Notwithstanding any contrary provisions or unless terminated earlier under other provisions of this trust, each trust created under this trust document will terminate 21 years after the death of the last to die of the descendants of my paternal and maternal grandparents who are living at the time of my death.

At that time, the remaining trust property will vest in and be distributed to the persons entitled to receive mandatory distributions of the trust's net income, in the same proportions. If no beneficiary is entitled to mandatory distributions of net income, the remaining trust property will vest in and be distributed to the beneficiaries entitled to receive discretionary distributions of the trust's net income, in equal shares.

Section 13.02 Spendthrift Provision

No beneficiary may assign, anticipate, encumber, alienate, or otherwise voluntarily transfer the income or principal of any trust created under this trust. In addition, neither the income nor the principal of any trust created under this trust is subject to attachment, bankruptcy proceedings or any other legal process, the interference or control of creditors or others, or any involuntary transfer.

This Section does not restrict a beneficiary's right to disclaim any interest or exercise of any power of appointment granted in this trust. In addition, this Section does not limit the ability of an Independent Trustee to appoint property in further trust for any beneficiary as provided in Section 11.02.

Section 13.03 Contest Provision

If any person attempts to contest or oppose the validity of this trust or any amendment to this trust, or commences, continues, or prosecutes any legal proceedings to set this trust aside, then that person will forfeit his or her share, cease to have any right or interest in the trust property, and will be considered to have predeceased me for purposes of this instrument.

Section 13.04 Survivorship Presumption

If any beneficiary is living at my death, but dies within 90 days after my death, then the beneficiary will be considered to have predeceased me for this trust's purposes.

Section 13.05 Changing the Governing Law and Situs of Administration

At any time, my Trustee may change the governing law of the trust; change the situs of the administration of the trust; and remove all or any part of the property from one jurisdiction to another. My Trustee may elect, by filing an instrument with the trust records, that the trust will then be construed, regulated, and governed by the new jurisdiction's laws. My Trustee may take action under this Section for any purpose my Trustee considers appropriate, including the minimization of any taxes in respect of the trust or any trust beneficiary.

If considered necessary or advisable by my Trustee, my Trustee may appoint an Independent Trustee to serve as Trustee in the new situs.

If necessary and if my Trustee does not appoint an Independent Trustee within 30 days of my Trustee's action to change the governing law or situs of the trust, the beneficiaries entitled to receive distributions of the trust's net income may appoint a corporate fiduciary in the new situs by majority consent. If a beneficiary is a minor or is incapacitated, the beneficiary's parent or Legal Representative may act on the beneficiary's behalf.

Section 13.06 Definitions

For purposes of this trust, the following terms have these meanings:

(a) Adopted and Afterborn Persons

A person in any generation who is legally adopted before reaching 18 years of age and his or her descendants, including adopted descendants, have the same rights and will be treated in the same manner under this trust as natural children of the adopting parent. A person is considered legally adopted if the adoption was legal at the time when and in the jurisdiction in which it occurred.

A fetus *in utero* later born alive will be considered a person in being during the period of gestation.

(b) Descendants

The term *descendants* means persons who directly descend from a person, such as children, grandchildren, or great-grandchildren. The term *descendants* does not include collateral descendants, such as nieces and nephews.

(c) Designation Date

The term *designation date* means September 30 of the calendar year following the year of my death, or any other date established by Treasury Regulations or other tax law authority as the final date for determining whether this trust meets the requirements for the trust beneficiaries to be treated as having been designated as beneficiaries under Internal Revenue Code Section 401(a)(9).

(d) Education

The term *education* is intended to be an ascertainable standard under Internal Revenue Code Sections 2041 and 2514 and includes:

enrollment at private elementary, junior, and senior high school, including boarding school;

undergraduate and graduate study in any field at a college or university;

specialized, vocational, or professional training or instruction at any institution, as well as private instruction; and

any other curriculum or activity that my Trustee considers useful for developing a beneficiary's abilities and interests including athletic training, musical instruction, theatrical training, the arts, and travel.

The term *education* also includes expenses such as tuition, room and board, fees, books, supplies, computers and other equipment, tutoring, transportation, and a reasonable allowance for living expenses.

(e) Good Faith

For the purposes of this trust, a Trustee has acted in good faith if:

an action or inaction is not a result of intentional wrongdoing;

the Trustee did not make the decision to act or not act with reckless indifference to the beneficiaries' interests; and

an action or inaction does not result in an improper personal benefit to the Trustee.

Further, all parties subject to the provisions of this trust will treat any action or inaction made in reliance on information, consent, or directions received from the Personal Representative of my estate as made in good faith for the purposes of this Section, except for cases of willful misconduct or malfeasance on the Trustee's part.

(f) Grantor

Grantor has the same legal meaning as *Settlor*, *Trustor* or any other term referring to the maker of a trust.

(g) Incapacity

Except as otherwise provided in this trust, a person is considered incapacitated in any of the following circumstances.

(1) The Opinion of a Licensed Physician

An individual is considered to be incapacitated whenever a licensed physician gives the opinion that the individual is unable to effectively manage his or her property or financial affairs, whether as a result of age; illness; use of prescription medications, drugs, or other substances; or any other cause. If an individual whose capacity is in question refuses to provide necessary documentation or otherwise submit to examination by a licensed physician within a request of 10 days to do so, that individual will be considered incapacitated.

An individual is considered restored to capacity whenever the individual's personal or attending physician provides a written opinion that the individual is able to effectively manage his or her property and financial affairs.

(2) Court Determination

An individual is considered incapacitated if a court of competent jurisdiction has declared the individual to be disabled, incompetent, or legally incapacitated.

(3) Detention, Disappearance, or Absence

An individual is considered to be incapacitated whenever he or she cannot effectively manage his or her property or financial affairs due to the individual's unexplained disappearance or absence for more than 30 days, or whenever he or she is detained under duress.

An individual's disappearance, absence, or detention under duress may be established by an affidavit of my Trustee, or by the affidavit of any beneficiary if no Trustee is then serving. The affidavit must describe the circumstances of the individual's disappearance, absence, or detention, and may be relied upon by any third party dealing in good faith with my Trustee.

(h) Include, Includes, Including

In this document, the words include, includes, and including mean include without limitation, includes without limitation and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity.

(i) Income Beneficiary

The term *Income Beneficiary* means any beneficiary who is then entitled to receive distributions of the trust's net income, whether mandatory or discretionary.

Unless otherwise provided in this trust, the phrase *majority of the Income Beneficiaries* means any combination of Income Beneficiaries who would receive more than 50% of the accrued net income if that income were distributed on the day of a vote. For purposes of this calculation, beneficiaries who are eligible to receive discretionary distributions of net income receive the imputed income in equal shares.

References to a *majority* refer to a majority of the entire trust collectively until my Trustee allocates property to separate trusts or trust shares. After my Trustee allocates property to separate trusts or trust shares, references to a *majority* refer to a majority of each separate trust or trust share.

(j) Independent Trustee

The term *Independent Trustee* means any Trustee who is not an Interested Trustee as defined in Subsection (l) and includes an Independent Special Trustee appointed under the provisions of Section 3.08.

(k) Instrument

The term *this instrument* means this trust, and includes all trusts created under the terms of this trust.

(l) Interested Trustee

The term *Interested Trustee* means a Trustee who:

is a transferor or beneficiary;

is related or subordinate to a transferor or beneficiary;

can be removed and replaced by a transferor with either the transferor or a party who is related or subordinate to the transferor; or

can be removed and replaced by a beneficiary with either the beneficiary or a party who is related or subordinate to the beneficiary.

For purposes of this Subsection, *transferor* means a person who transferred property to the trust during that person's lifetime, including a person whose disclaimer resulted in property passing to the trust. A person is only a transferor during his or her lifetime. *Beneficiary* means a person who is or may become eligible to receive income or principal from the trust under the terms of the trust, even if this person has only a remote contingent remainder interest in the trust, but not if the person's only interest is as a potential appointee under a power of appointment. *Related or subordinate* is used as defined in Internal Revenue Code Section 672(c).

(m) Internal Revenue Code and Treasury Regulations

References to the *Internal Revenue Code* or to its provisions are to the Internal Revenue Code of 1986, as amended, and any corresponding Treasury Regulations. References to the *Treasury Regulations*, are to the Treasury Regulations under the Internal Revenue Code in effect. If a particular provision of the Internal Revenue Code is renumbered or the Internal Revenue Code is superseded by a subsequent federal tax law, any reference is considered to be made to the renumbered provision or to the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this trust. The same rule applies to references to the Treasury Regulations.

(n) Legal Representative or Personal Representative

As used in this trust document, the term *Legal Representative* or *Personal Representative* means a person's guardian, conservator, executor, administrator, Trustee, attorney in fact under a Durable Power of Attorney, or any other person or entity representing a person or the person's estate. In the case of a minor beneficiary, the beneficiary's parent or another adult with custody of the beneficiary, except for any transferor to a trust created

under this instrument, will be considered the beneficiary's Legal Representative for purposes of this trust.

(o) Per Stirpes

Whenever a distribution is to be made to a person's descendants *per stirpes*, the distribution will be divided into as many equal shares as there are then-living children and deceased children who left then-living descendants. Each then-living child will receive one share, and the share of each deceased child will be divided among the deceased child's then-living descendants in the same manner.

(p) Primary Beneficiary

During the Grantor's lifetime, the *Primary Beneficiary* of a trust created under this trust is the Grantor. After the Grantor's death, the *Primary Beneficiary* of a trust created under this trust is that trust's oldest Income Beneficiary, unless some other individual is specifically designated as the Primary Beneficiary of that separate trust.

(q) Qualified Retirement Benefits

The term *qualified retirement plan* means a plan qualified under Internal Revenue Code Section 401, an individual retirement arrangement under Section 408 or Section 408A, or a tax-sheltered annuity under Section 403. The term *qualified retirement benefits* means the amounts held in or distributed pursuant to a plan qualified under Section 401, an individual retirement arrangement under Section 408 or Section 408A, a tax-sheltered annuity under Section 403, or any other benefit subject to the distribution rules of Section 401(a)(9).

(r) Shall and May

Unless otherwise specifically provided in this trust or by the context in which used, I use the word *shall* in this trust to impose a duty, command, direct, or require, and the word *may* to allow or permit, but not require. In the context of my Trustee, when I use the word *shall* I intend to impose a fiduciary duty on my Trustee. When I use the word *may* I intend to empower my Trustee to act with the Trustee's sole and absolute discretion unless otherwise stated in this trust. When I use the words *may not* in reference to my Trustee, I specifically mean my Trustee *is not permitted to*.

(s) Trust

The terms *this trust, this document, instrument,* and *this trust document* refer to this trust and all trusts created under the terms of this trust.

(t) Trustee

The terms *my Trustee* and *Trustee* refer to the Initial Trustees named in Article One and to any successor, substitute, replacement, or additional person, corporation, or other entity that ever acts as the Trustee of any trust

created under the terms of this trust. The term *Trustee* refers to singular or plural as the context may require.

(u) Trust Property

The term *trust property* means all property acquired from any source and held by a Trustee under this trust.

Section 13.07 General Provisions and Rules of Construction

The following general provisions and rules of construction apply to this trust.

(a) Multiple Originals; Validity of Paper or Electronic Copies

This trust may be executed in any number of counterparts, each of which will be considered an original.

Any person may rely on a paper or electronic copy of this trust that the Trustee certifies to be a true copy as if it were an original.

(b) Singular and Plural; Gender

Unless the context requires otherwise, singular words may be construed as plural, and plural words may be construed as singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires.

(c) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this trust are included solely for the convenience of the reader. They have no significance in the interpretation or construction of this trust.

(d) Governing State Law

This trust is governed, construed, and administered according to the laws of New York, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 13.05.

(e) Notices

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(f) Severability

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

I have executed this trust on June 11, 2024. This trust instrument is effective when signed by me, whether or not now signed by a Trustee.

Barbara Novick, Grantor and Trustee

Darcy Barra, Trustee

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.

On the 11th day of June, in the year 2024, before me, the undersigned, personally appeared Barbara Novick, as Grantor and as Trustee, and Darcy Barra, as Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

CRYSTAL LEVY
Notary Public, State of New York
Registration No. 01LE6210351
Qualified in Nassau County
Commission Expires August 17, 2024

Schedule A