

DOOOOOOOOOO 28
FLEMING, HAILE & SHAW, P. A.

FACSIMILE
(561) 622-7603

61) 833-5604
11-22628

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

STAN FRIED PRIVATE FOUNDATION TRUST

A FLORIDA **TRUST**

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of STAN FRIED PRIVATE FOUNDATION TRUST, a

(Name of Trust)

FLORIDA Trust hereby affirms in order to file or qualify

(State)

STAN FRIED PRIVATE FOUNDATION TRUST, in the State of Florida.

(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 11780 U.S. Highway One, Suite 300

North Palm Beach, FL 33408

3. The registered agent and street address in the State of Florida are:

Joshua M. Fleming

11780 U.S. Highway One, Suite 300, North Palm Beach, FL 33408

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

(T. Ruby D. Tufts) - see registered agent acceptance
(Signature of Registered Agent) attached

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

Ruby D. Tufts
Name:

Chairman of the Board of Trustees



Lisa A. Stanley
MY COMMISSION # CC775804 EXPIRES
November 30, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME personally appeared

CR2E063(3/00)

PERSONALLY KNOWN

as identification.

who is personally known or who has produced

Lisa A. Stanley
Notary Public

September 7, 2000

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Stan Fried Private Foundation Trust

Dear Sir or Madam:

Enclosed herein is the true and correct copy of the STAN FRIED PRIVATE FOUNDATION TRUST dated January 13, 2000. In addition, you will find a check for \$350.00 representing the filing fee payable to the Florida Department of State. If you have any questions, please call me.

Sincerely,

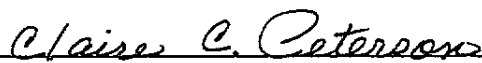


Ruby Tufts, Chairman of the Board
Stan Fried Private Foundation Trust

State of Florida

County of Palm Beach

BEFORE ME personally appeared RUBY TUFTS, to me well known and who produced
_____ as identification.



Notary Public
State of Florida at Large

My Commission Expires:
(Seal)



Claire C. Peterson
MY COMMISSION # CC865227 EXPIRES
December 22, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

FILED
00 SEP 14 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

September 7, 2000

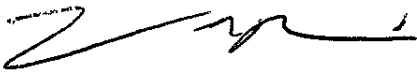
Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Stan Fried Private Foundation Trust

Dear Sir or Madam:

I hereby accept the duties and responsibilities of a registered agent for the Stan Fried Private Foundation Trust. I am familiar with the duties and responsibilities of a registered agent.

Sincerely,



Joshua M. Fleming, Esq., Registered Agent
Stan Fried Private Foundation Trust

LAST WILL AND TESTAMENT

OF

STAN FRIED

COPY
ORIGINAL RECEIVED FOR FILING

FEB 29 2000

DOROTHY H. WILKEN
CLERK OF CIRCUIT COURT
PROBATE DIVISION

I, STAN FRIED, a resident of Palm Beach County, Florida, do hereby make, publish, and declare this instrument to be my Last Will and Testament, hereby revoking any and all Wills and Codicils I formerly may have made.

ARTICLE I

PAYMENT OF DEBTS, TAXES AND COSTS OF ADMINISTRATION

I direct that all estate, inheritance, succession, and other death taxes of any nature, together with any interest and penalties thereon, which may be levied or assessed by reason of my death by the laws of any State or of the United States with respect to property passing under this Will or any other property, shall be considered a cost of administration of my estate, and that such taxes, together with all debts (excluding any mortgage or other encumbrance on any real property) which I am legally obligated to pay at the time of my death, my last illness, funeral expenses, and other costs of administration (including any ancillary administration), shall be paid out of my residuary estate. In the event my residuary estate is insufficient to pay such debts, expenses, costs, and taxes, I direct that the amount thereof in excess of my residuary estate shall be paid from other assets in the order provided by law. To the extent possible, in no event shall any portion of such debts, expenses, costs and taxes be apportioned or allocated to my spouse or any

S. F.

property passing to my spouse under this Will or otherwise.

ARTICLE II

BEQUEST OF DESIGNATED PERSONAL PROPERTY

I GIVE AND BEQUEATH such of my tangible personal property to those persons designated in a separate writing in existence at the time of my death which is signed by me and which describes the items and the legatees therein with reasonable certainty. Should I leave more than one such separate writing, all of said separate writings shall be construed as one separate writing; however, if any item of tangible personal property shall be mentioned more than once, the last dated separate writing shall bequeath such item. If no such separate writing or list is found or properly identified by my Personal Representative within thirty (30) days after the Personal Representative's qualification, it shall be presumed that there is no such statement or list, and any subsequently discovered statement or list shall be void, ignored and given no force or effect.

ARTICLE III

BEQUEST OF REMAINING TANGIBLE PERSONAL PROPERTY

In the event no separate writing is found, or in the event one was found and it is deemed void under ARTICLE II, all remaining tangible personal property shall be sold and the proceeds shall be added to and disposed of in accordance with ARTICLE VI.

ARTICLE IV

SPECIFIC BEQUESTS

I GIVE AND BEQUEATH the following amounts to the following individuals if they should survive me:

S. J.

-
- A. Fifty Thousand (\$50,000.00) Dollars to TIMOTHY CAHILL.
- B. Fifty Thousand (\$50,000.00) Dollars to THOMAS TUFTS.
- C. Fifty Thousand (\$50,000.00) Dollars to BERNIE McCELLAN.
- D. Fifty Thousand (\$50,000.00) Dollars to PETER POLKOWSKI.
- E. If my friend, TERESA MARIE MARSHALL, survives me, my residence shall be held in a separate trust by my Trustees together with a sum determined by them to be sufficient to pay the maintenance, real estate taxes and utility bills for a period of two years; provided, however, that TERESA MARIE MARSHALL shall be free of drug and/or alcohol abuse and not incarcerated at the date of my death. TERESA MARIE MARSHALL shall have the right to reside in the residence with maintenance, real estate taxes and reasonable utility bills paid by my Trustees. If, at the expiration of two years from the date of my death, TERESA MARIE MARSHALL shall have remained free of drug and/or alcohol abuse during the two-year period and shall not have been incarcerated or in default of parole, my Trustees shall distribute my residence to her outright together with the balance of funds then remaining in this trust. If TERESA MARIE MARSHALL shall have predeceased me, shall have died during the two-year period or shall have used alcohol and/or drugs or been incarcerated or in default of parole at anytime during the two-year period, the Trustees shall distribute the residence and funds, if any, in accordance with ARTICLE VI hereof.

S. J.

ARTICLE V

CREDIT SHELTER TRUST

If MARTHA FRANCINE FIELD survives me, I give to my Trustees, as hereinafter designated, to hold in a separate Trust to be known as the Credit Shelter Trust, that certain pecuniary amount which is the equivalent of the full amount which may pass free from Federal estate tax pursuant to the unified credit in effect at my death, diminished by the Federal estate tax value of property passing to beneficiaries under this Will or otherwise which is includable in computing the Federal estate tax and for which no deduction is allowed in such computation. I recognize that no sum may be disposed of by this Article and that the sum so disposed of may be effected by the action of my Personal Representative in exercising certain tax elections.

During the lifetime of MARTHA FRANCINE FIELD, the Trustees shall hold, manage, invest and reinvest this property, shall collect and receive the income therefrom and shall pay or apply the net income therefrom to or for the benefit of any one or more of MARTHA FRANCINE FIELD, GENELL FIELD and MELVIN FIELD, (hereinafter "the beneficiary") in equal or unequal amounts, as my Trustees, in their sole and absolute discretion, deem advisable. In addition, my Trustees, at any time or times may distribute to or for the benefit of any one or more of the beneficiaries so much of the principal of this trust as they, in their sole and absolute discretion, deem necessary or advisable for a beneficiary's proper health, education, maintenance or support.

In exercising their discretion hereunder, my Trustees need not inquire into any other income or property of the beneficiaries. Any decision of my Trustees with respect to the

S. J.

exercise of discretionary powers made in good faith shall protect them fully and shall be binding and conclusive upon all persons interested in my estate.

Upon the death of MARTHA FRANCINE FIELD, any undistributed income and the then remaining principal of this trust shall be distributed to GENELL FIELD and MELVIN FIELD in equal shares, outright and free of trust, per stirpes.

ARTICLE VI

RESIDUE

All the rest, residue and remainder of my property which I own at the time of my death, wherever situated, both real and personal, and all property over which I have a power of appointment shall be held by the Trustees, IN TRUST, IN PERPETUITY, it being my intention to establish a charitable remainder unitrust, within the meaning of Rev. Proc. 90-31 and Section 664(d)(2) and (3) of the Internal Revenue Code (hereinafter referred to as "the Code") and to create the STAN FRIED CHARITABLE REMAINDER UNITRUST.

A. Payment of Unitrust Amount. Commencing with the date of my death and continuing annually thereafter, the Trustees shall pay all of the income of the trust (as determined under Section 643(b) of the Internal Revenue code) for each taxable year of the trust on an annual basis at the end of each calendar year.

(1) Said income shall be paid in such amounts and to such charitable organizations identified on the annexed Schedule B, which is signed and dated by me and which is incorporated herein by reference thereto.

In the event I fail to designate on Schedule B one or more charitable organizations which are described in and satisfy the requirements of sections 170(b)(1)(A),

S. F.

170(c), 2055(a) and 2522(a) of the Code, then the Trustee shall pay the income to such one or more organizations as are then described in and satisfy the requirements of sections 170(b)(1)(A), 170(c), 2055(a) and 2522(a) of the Code and in such amounts, as the Trustee, in its sole and absolute discretion, shall determine.

As I have been interested in and involved with greyhound racing my entire life, it is my wish that the then acting Trustee consider benefitting the breeding, raising, care and /or racing of greyhounds, and more specifically, greyhounds involved in stake races. In light of the foregoing, it is my recommendation only that the Trustees communicate with the Florida Greyhound Racing Association and/or the National Greyhound Racing Association to solicit their advice and input.

(2) Notwithstanding that the obligation to pay the income hereunder shall commence with the date of death of my death, payment may be deferred to not later than the end of the taxable year in which occurs the complete funding of the trust. If payment is deferred, the Trustee shall pay to the charitable recipient (in the case of underpayment) or shall recover from the charitable recipient (in the case of overpayment) an amount equal to the difference between the income properly payable, plus interest computed at the then rate and as then provided in the Internal Revenue Code, as amended, and any income actually paid, plus interest computed at the then rate and as then provided in the Internal Revenue Code, as amended.

(3) The income for a short taxable year of the trust shall be prorated on a daily basis.

a. In addition to the foregoing distribution of the annual income

S. J.

of the trust for each taxable year of the trust, the Trustee, at such time as it shall determine in its sole and absolute discretion, may distribute the principal of the trust in such amounts and to such charitable organizations as are identified, on the annexed Schedule B as hereinbefore described in ARTICLE VI (A)(1) hereof and which is signed and dated by me and incorporated herein by referenced.

b. Distributions of income and principal may be made to the same charitable organizations (as charitable recipients hereunder) as it is not the intention of the Donor to prevent charitable organizations from receiving a distribution of both income and principal from the trust in any one or more years.

c. The Trustee shall have the authority and power to terminate the trust created hereunder by distribution of the then balance of the trust in such amounts and to such charitable organizations as set forth on the previously described Schedule B; or, in default thereof, to one or more organizations described in and satisfying the requirements of sections 170(b)(1)(A), 170(c), 2055(a), and 2522(a) of the Code and in such amounts as the Trustee, in its sole and absolute discretion, shall determine.

d. It is my intention that the charitable trust, created under this ARTICLE VI, qualify for the Federal income, gift and estate tax charitable deductions for the Donor and the estate of the Donor. Accordingly, I hereby direct that no authorization or direction or other provisions contained herein which would prevent said trust from so qualifying shall apply to said trust and that any court having jurisdiction over this instrument shall construe it in this fashion.

e. This trust is intended to qualify as an exempt organization as

S. F.

defined in section 501 (c) of the Internal Revenue Code and is to be administered so as to qualify for the exemption from taxation provided therein. In furtherance of my intent, the Trustee may amend the terms of the charitable trust for the sole purpose of complying with the requirements of the Internal Revenue Code and the regulations thereof to insure the trust's continuing qualifications thereunder.

f. The section references are to the Internal Revenue Code of 1986, as amended, and shall be deemed to refer to corresponding provisions of subsequent Federal tax laws.

B. Prohibited Transactions. The income of the trust for each taxable year shall be distributed at such time and in such manner as not to subject the trust to tax under section 4942 of the Code. The Trustee shall not engage in any act of self-dealing, as defined in section 4941 (d), and shall not make any taxable expenditures, as defined in section 4945(d). The Trustee shall not make any investments that jeopardize the charitable purpose of the trust, within the meaning of section 4944, or retain any excess business holdings, as defined in section 4943 which would subject the trust to tax under section 4943.

C. Trustee. The individual Trustee(s) serving hereunder at any time in office may, by an instrument in writing, signed and acknowledged, appoint an individual or a series of individuals or a corporate fiduciary to act as Trustee hereunder in succession to or in addition to any individual Trustee appointed herein. Each Trustee serving hereunder shall be entitled to compensation. A corporate Trustee shall be entitled to compensation in accordance with its fee schedule.

S. J.

Any Trustee may at any time resign by an instrument in writing, signed and acknowledged in duplicate which shall be delivered to the remaining or successor Trustee, as the case may be.

Any successor Trustee to a Corporate Trustee appointed hereunder, if any, whether by consolidation, merger, transfer of trust business, conversion into a different type organization, resignation or otherwise, shall succeed as Trustee with like effect as though originally named as such.

D. Taxable Year. The taxable year of the trust shall be the calendar year.

E. Governing Law. The operation of the trust shall be governed by the laws of the State of Florida. However, the Trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under section 664(d)(2) and (3) of the Code and the corresponding regulations.

F. Irrevocability, Limited Power of Amendment. This trust agreement is irrevocable. However, the Trustee shall have the power to amend this trust for the sole purpose of complying with the requirements of section 664 of the Code and sections 1.664-1 and 1.664-3 of the Treasury Regulations and any other Treasury or Internal Revenue Service requirements for charitable remainder unitrusts.

G. Investment of Trust Assets. Nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

Accordingly, subject to the foregoing and the limitations set forth in

S. J.

Any Trustee may at any time resign by an instrument in writing, signed and acknowledged in duplicate which shall be delivered to the remaining or successor Trustee, as the case may be.

Any successor Trustee to a Corporate Trustee appointed hereunder, if any, whether by consolidation, merger, transfer of trust business, conversion into a different type organization, resignation or otherwise, shall succeed as Trustee with like effect as though originally named as such.

D. Taxable Year. The taxable year of the trust shall be the calendar year.

E. Governing Law. The operation of the trust shall be governed by the laws of the State of Florida. However, the Trustee is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the trust under section 664(d)(2) and (3) of the Code and the corresponding regulations.

F. Irrevocability, Limited Power of Amendment. This trust agreement is irrevocable. However, the Trustee shall have the power to amend this trust for the sole purpose of complying with the requirements of section 664 of the Code and sections 1.664-1 and 1.664-3 of the Treasury Regulations and any other Treasury or Internal Revenue Service requirements for charitable remainder unitrusts.

G. Investment of Trust Assets. Nothing in this trust instrument shall be construed to restrict the Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

Accordingly, subject to the foregoing and the limitations set forth in

S. J.

subdivision B of this ARTICLE VI hereof, the Trustee is authorized as follows:

- a. To retain the property described in Schedule "A" or to sell the property, invest and reinvest in any kind of property, with or without diversification as to kind or amount, but without regard to the limitations imposed by law on investments, except that the Trustee may not invest in assets which do not have an objective, ascertainable market value, such as real estate or stock in a closely held corporation.
- b. To invest in such bonds, preferred or common stocks, futures contracts, options, commodities, mortgages or other property, without regard to any law concerning the investment of trust funds, including Section 738.12 of the Florida Statutes, or to hold any part of the property uninvested, all as the Trustee shall deem advisable.
- c. To exercise or dispose of any or all options, privileges, or rights of any nature, whether to vote, by discretionary proxy or otherwise, or to assent, subscribe or convert.
- d. To adjust, compromise and settle, or refer to arbitration any claim in favor of or against the trust.
- e. To employ and to pay the compensation of such Trustee, agent, accountants, custodians, advisors, experts and counsel, legal or investment, as the Trustee shall deem advisable, provided, however, that such compensation is to be paid from the principal of the trust estate created hereunder and not from the income thereof.
- f. Generally, to exercise all such rights and powers, and to do all such acts, and to enter into all such agreements as persons owning property in their own right might lawfully exercise, do or enter into.

S. F.

ARTICLE VII

APPOINTMENT OF PERSONAL REPRESENTATIVES AND TRUSTEES

A. Appointment of Personal Representative. I appoint THOMAS MARTIN TUFTS, RUBY TUFTS and JOSEPH M. FLEMING as Co-Personal Representatives of my estate. In the event one or more of the foregoing individuals predeceases me or fails to qualify, or having qualified, dies, resigns, or ceases to serve as such, then I appoint the survivor or survivors to serve as successor Co-Personal Representative(s).

B. Appointment of Trustee. I appoint THOMAS MARTIN TUFTS, RUBY TUFTS and JOSEPH M. FLEMING to serve as the Trustee for each trust created hereunder, if any.

C. Appointment of Co-Fiduciary. The individual Personal Representatives or Trustees at any time in office are authorized, at any time and from time to time, to appoint an individual or a series of individuals or a Bank or Trust Company to act as Personal Representatives or Trustees hereunder, in addition to or succession to any Personal Representatives or Trustees herein appointed or any other Personal Representatives or Trustees appointed pursuant to the provisions of this Article.

D. Waiver of Bond. I direct that no Personal Representative or Trustee named in this Article (or any successor or parties serving in their place and stead) shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of their duties as such, the requirement of same being specifically waived hereby.

E. Accounting. I hereby waive compliance by my Trustee with the provisions of Chapter 737 of the Florida Statutes as it now exists or as it may hereafter be amended,

J. J.

and I further waive compliance with any other law now or hereafter in effect requiring qualification, administration, or filing of accountings by my Trustee to any Court.

F. Accounting by Trustees. The Trustee shall prepare an account for each taxable year of each trust, and, whenever a Trustee ceases to serve, an account shall be prepared from the time of the last prior account through the end of the period of service. The Trustee shall keep an account available for inspection by and may deliver copies to the beneficiaries eligible within the period covered thereby to receive benefits from the trust which is the subject of said account. The written approval of an account by such a beneficiary, or by his or her guardian if such beneficiary is a minor or otherwise incompetent, shall be final and binding upon that beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal of such trust as to all matters stated therein or shown thereby. Failure of such beneficiary, or of his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, to deliver to the Trustee written objection of an account within sixty (60) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary.

G. Compensation of Trustees. All Trustees serving hereunder shall be entitled to reasonable compensation for services rendered. Any additional duties and responsibilities due to acquisition of additional trust property or the transfer into trust of additional property shall be considered in determining the amount of such compensation. Any Corporate Trustee shall receive compensation according to its schedule of fees, if any, in existence at the time such services are rendered.

S. I.

ARTICLE VIII

POWERS OF PERSONAL REPRESENTATIVES AND TRUSTEES

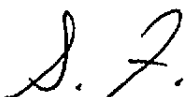
The Personal Representatives and Trustees named in this Will and their successors and parties serving in their stead, shall be governed by the provisions of Sections 733.612 and 737.402, and Chapter 738, Florida Statutes, as they now exist or may hereafter be amended, which are, to the extent they are not in conflict with the provisions hereof, incorporated by reference herein. In addition to, and not in limitation of, any common law or statutory authority, and without application to any Court, they shall also have the powers and responsibilities described below to be exercised in their absolute discretion:

A. Retain Property. To retain property as an investment without regard to the proportion such property or property of a similar character so held may bear to the entire estate held by them.

B. Hold Uninvested Cash and Unproductive Property. For any periods deemed advisable, to hold cash, uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold unproductive realty or personalty.

C. Sell and Exchange. To sell such property at either public or private sale for cash or on credit; to exchange such property, and to grant options for the purchase thereof; it being my intent to confer a general power of sale upon my Personal Representatives and Trustees with respect to all assets constituting my estate.

D. Invest and Reinvest. To invest and reinvest in any property, including, but not by way of limitation, bonds, notes, debentures, mortgages, certificates of deposit,

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common and preferred stocks, shares, or interests in investment trusts, without being limited to the class of securities in which fiduciaries are authorized by law or any rule of court to invest funds.

E. Participate in Reorganizations. To consent to and participate in any plan of reorganization, consolidation, merger, combination, or other similar plan; and to consent to any contract, lease, mortgage, purchase, sale, or other action by any corporation pursuant to such plan to deposit any such property with any protective organization or similar committee, to delegate discretionary powers thereto, and to pay part or all of its expenses and compensation and any assessments levied with respect to such property.

F. Vote Stock. To exercise all conversion, subscription, voting, and other rights of whatsoever nature pertaining to any such property, and to grant proxies, discretionary or otherwise, in respect thereof.

G. Borrow. To borrow money and to pledge or mortgage or otherwise encumber any such property as security therefore.

H. Compromise Claims. To extend the time the payment of any obligation held by them, and to release, compromise, settle, or submit to arbitration any claim upon such terms as to them may deem proper.

I. Use of Nominee. To cause any securities or other property held by them to be registered and held at their own risk in the name of a nominee.

J. Allocation of Principal and Income. To allocate all receipts or money or property paid or delivered to them and all expenses to principal or income in accordance with the laws of the State of Florida.

J. J.

K. Distribution in Cash or in Kind. To make payment or distribution either wholly or partly in kind at market value at date of distribution and to cause any share to be composed of cash, property, or undivided fractional interests in property different in kind from any other share without regard to differences in tax bases of any such property and the decision with respect thereto shall be final and binding on all beneficiaries.

L. Collect Property. To collect and receive any and all sums and any and all property of whatsoever kind or nature due or owing or belonging to them in their fiduciary capacity, and to give full discharge and acquittance therefore.

M. Insurance. To pay premiums on all policies of insurance held by them and to elect any options or settlements or exercise any rights under such policies; provided, however, no Personal Representative or Trustee who is the insured of any insurance policy held by my estate or any trust created hereunder, shall have the power to exercise any rights or have any incidents of ownership with respect to such policy, including, but not limited to, the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke an assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy.

N. Manage Realty. To deal with realty in any manner lawful to an owner thereof, including, but not limited to, the right to manage, protect, and improve it, to raze, alter, and repair improvements, to sell or contract to sell it in whole or in part, to partition it, to grant options to purchase it, to donate it, to convey it with or without consideration in whole or in part, to acquire, release, or grant easements or other rights relating to it, to dedicate parks and thoroughfares, to subdivide it, to vacate any subdivision or any part thereof and

S. F.

resubdivide it from time to time, to lease it in whole or in part, and to renew, extend, contract for, and grant options in connection with leases. Leases, contracts to sell, mortgages, and any contract entered into by them can be made on any terms and for any period, including a period beyond the duration of any trust.

O. Carry on Business. With respect to any business that may be or become a part of my estate or any trust created hereunder, whether organized as a sole proprietorship, partnership or corporation, upon such terms, for such time, and in such manner as they deem advisable:

1. To hold, retain and continue to operate such business solely at the risk of my estate or any trust and without liability on their part for any losses resulting therefrom;
2. To incorporate, dissolve, liquidate or sell such business at such time and upon such terms as they deem advisable;
3. To borrow money for business purposes and to mortgage, pledge or otherwise encumber the assets of my estate or any trust to secure the loan; and
4. To exercise with respect to the retention, continuation and disposition of such business all the rights and powers of which I would have been capable, including all powers as may now or hereafter be conferred upon them by law or as may be necessary to enable them to administer my estate or any trust in accordance with the provisions of this Will, subject to any limitations thereof that may be provided for herein.

P. Deal with Property as Absolute Owner. To do such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore

J. J.

specifically mentioned, with relation to such property as if the absolute owners thereof.

Q. Deduction of Administrative Expenses. To exercise the election to take income tax deductions or estate tax deductions whenever the law permits such an election, in such manner as my fiduciaries, in their sole discretion, shall determine after taking into account the total tax liability of the estate and the beneficiaries thereof. There shall be no reimbursement or adjustments of the accounts of the estate or trusts either as to principal or income or otherwise, or of the shares of beneficiaries in income or principal, by reason of the exercise of that election by my fiduciaries; and such election shall be conclusive and binding upon all parties.

R. "Flower Bonds." Should my estate contain any United States Treasury bonds eligible for redemption at par in payment of Federal estate taxes (commonly referred to as "flower bonds"), then I direct my fiduciaries to transmit said bonds to the extent deemed advisable for redemption at par directly to the Treasury Department through its Bureau of Public Debt, for the purpose of applying the proceeds toward payment of all Federal Estate Taxes, interest, and penalties, if any, that may be assessed against my estate.

S. Termination of Trust. To terminate any trust herein created by pro rata distribution to the beneficiaries hereunder when in the sole judgment of the Trustees, the corpus of the trust is or becomes too small in amount to warrant the existence of the trust, taking into consideration the intended purposes behind the formation of said trust.

ARTICLE IX

ADMINISTRATIVE PROVISIONS

The following provisions shall apply to any and all trusts created under this Will,

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unless otherwise provided herein:

A. Payment to or for Incompetents or Minors. My Trustees may make distributions for the benefit of any adult beneficiary hereunder directly to that beneficiary or to his or her legal guardian if he or she should be incompetent, or in direct payment of his or her expenses of the types that my Trustees are authorized hereby to meet. My Trustees may make payments for the benefit of any minor beneficiary to his or her natural guardian or any other person having care and custody of such minor, or in direct payment of his or her expenses of the types my Trustees are authorized hereby to meet. My Trustees shall not be obligated to see to the application of funds so disbursed, and the receipt of the payee shall fully protect my Trustees if they exercise due care in selecting the person paid.

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

C. Restraint on Alienation. No income or principal payable to or held for any beneficiary shall, while in the possession of my Trustees, be alienated, disposed of, or encumbered in any manner other than by my Trustees' action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the power voluntarily or involuntarily to sell, alienate, convey, assign, transfer, mortgage, pledge, or otherwise dispose of or encumber any principal or income thereof or any interest



whatsoever therein until actual distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy, or other insolvency proceedings, or any other legal or equitable process.

D. Reliance by Third Parties. No grantee, purchaser, or other person dealing with my Trustees while they are purporting to act in such capacity under any power or authority granted them herein need inquire into the initial existence of facts upon which the purported power or authority depends, or into the continued existence of the power or authority of the transaction, or the proper application of the proceeds or other consideration.

E. Rule Against Perpetuities. The trusts created under this Will shall, in any event, terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries of the trust created hereunder as shall be living at the time of my death, and thereupon the property held in trust shall be distributed, absolutely, to the then income beneficiaries thereof, in accordance with their respective interests in each particular trust.

F. Frequency of Distribution of Income. Unless otherwise specifically indicated under the terms of this Will, any distribution of income required to be made under any trust created under this Will shall be made at times fixed by my Trustees but at least as often as quarter-annually.

ARTICLE X

PRESUMPTION OF SURVIVAL

In the event any beneficiary and I die simultaneously or under such circumstances that there is not sufficient evidence that we died other than simultaneously, my beneficiary shall be considered, for the purposes of the operation of my Will, to have predeceased me.

ARTICLE XI

DEFINITIONS

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

A. The term "Personal Representative" includes executor, executrix, executors, executrices, and administrator, administratrix, administrators, and administratrices with or without the Will annexed, as well as all their substitutes and successors.

B. The term "Trustee" means the singular or multiple Trustees appointed herein, as well as their substitutes and successors.

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

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

E. The term "proper maintenance and support" shall mean the maintenance and

J. J.

support of the income beneficiaries in accordance with their accustomed manner of living.

F. The term "income" shall mean net income after the payment of all trust administration expenses, trustees' fees, and taxes other than beneficiary income tax.

G. The term "descendant" and "descendants" when used with respect to any person including myself, shall be deemed to include every individual who is born to or lawfully adopted by such persons, or who is otherwise descended from such person, whether by birth or by lawful adoption, or by a combination thereof.

H. The singular includes the plural and the plural includes the singular.

ARTICLE XIII

CONSTRUCTION OF WILL

The headings and subheadings used throughout this Will are for convenience only and have no significance in the interpretation of the body of this Will, and I direct that they may be disregarded in construing the provisions of this Will.

IN WITNESS WHEREOF, I have signed this Will this page included, and for the purpose of identification have placed my initials at the bottom of each page, this 13 day of January, 2000.


STAN FRIED, Testator

We certify that the above instrument was, on the date thereof, signed, sealed, published and declared by STAN FRIED, as his Last Will and Testament in our presence, and that we at his request, and in his presence and in the presence of each other, have

signed our names as witnesses thereto believing STAN FRIED TO BE OF SOUND MIND
AND MEMORY at the time of the signing and not under duress or constraint at any time.

Deborah Reberdick

of 220 Hawthorne Dr C-7
Palm Springs FL 33461

Hendrick Buck

of 331 Maplecrest Cir.
Jupiter FL 33458

SELF-PROOF OF WILL AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

WE, STAN FRIED, Deborah J. Reborchich, and Heidi Buck, the Testator and witnesses, respectively, whose names are signed to the attached and foregoing instrument, were sworn, and declared to the undersigned officer, that the Testator signed the instrument as his Last Will and Testament, in the presence of witnesses, and that he signed, and that each of the witnesses, in the presence of the Testator and in the presence of each other, signed the Will as a witness.

Stanley Fried
STAN FRIED, Testator

Deborah J. Reborchich
Witness

Heidi Buck
Witness

Subscribed and sworn to before me by STAN FRIED, the Testator, and by Deborah J. Reborchich and Heidi Buck, the witnesses, on January 13, 2000. STAN FRIED is personally known to me or has produced N/A as identification. Deborah J. Reborchich is personally known to me or has produced N/A as identification. Heidi Buck is personally known to me or has produced N/A as identification.

Claire C. Peterson
Name:
Notary Public
State of Florida

My Commission Expires:
(Seal)



Claire C. Peterson
MY COMMISSION # CC865227 EXPIRES
December 22, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

FILED
000 SEP 14 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA