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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W17-000098

02/08/17



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 3, 2017

RICHARD RAPPAPORT
3301 BAYSHORE BLVD., #2006
TAMPA, FL 33629

SUBJECT: NATAN RAPPAPORT FAMILY FOUNDATION
Ref. Number: W17000000098

We have received your document for NATAN RAPPAPORT FAMILY FOUNDATION and your check(s) totaling \$350.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document is illegible and not acceptable for imaging. We ask that you type or carefully print the information in the appropriate blocks.

A Copy of the TRUST must be attached to the Signed Affidavit.

If you have any further questions concerning your document, please call (850) 245-6052.

Thomas Chang
Regulatory Specialist II
New Filing Section

Letter Number: 817A00000030

TRANSMITTAL LETTER

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

SUBJECT: Natan Rappaport family foundation

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust

\$350.00

OPTIONAL:

Certified Copy

\$ 8.75

FROM:

Richard Rappaport
Name (Printed or typed)

3301 Bayshore Blvd #2006
Address

Tampa, FL 33629
City, State & Zip

813-220-10137
Daytime Telephone number

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

Natan Rappaport Family Foundation

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 Natan Rappaport Family Foundation, a

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

Natan Rappaport Family Foundation (State)
(Name of Trust), in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 3301 Bayshore Blvd #2006, Tampa FL 33629
3. The registered agent and street address in the State of Florida is:
Richard Rappaport - 3301 Bayshore Blvd #2006, Tampa, FL 33629
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.

Richard M. Rappaport
(Signature of Registered Agent)

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.

Richard M. Rappaport
Name:
Chairman of the Board of Trustees

NOTARY

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

CR2E063(3/00)

see attached CA. Certif. of Ackn.
M.J.D.

FILED
17 FEB - 7 AM 8:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Alameda)

On February 3, 2017 before me, Maria J. Diaz, Notary
(here insert name and title of the officer)

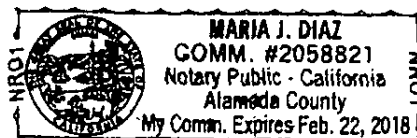
personally appeared Richard M. Rappaport

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Affidavit To The Florida Secretary of State To File OR Quality containing 1 pages, and dated 02-03-2017

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing.

Name(s) of Person(s), or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐

AGREEMENT

Between

RICHARD M. RAPPAPORT,

Donor,

and

RICHARD M. RAPPAPORT,

BRIAN SAMUEL RAPPAPORT

and DAYNA JILL TITUS,

Co-Trustees

NATAN RAPPAPORT FAMILY FOUNDATION

Executed October 25, 2016

FILED
17 FEB -7 AM 8:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Document Prepared By:
David M. Rieth, Esquire
Rieth & Ritchie, P.A.
1009 West Cleveland Street
Tampa, FL 33606-1913
(813) 472-7333
dmr@riethandritchie.com

THIS AGREEMENT, made and entered into as of the 25 day of October, 2016, by and between RICHARD M. RAPPAPORT (hereinafter referred to as the "Donor"), as Donor, and RICHARD M. RAPPAPORT, BRIAN SAMUEL RAPPAPORT and DAYNA JILL TITUS, as Co-Trustees (together with any acting successor or additional trustees hereinafter referred to as the "trustee" or "trustees"), which Trust and Agreement shall be effective upon execution by the Donor and the trustees and which Trust is hereby designated and may be referred to as the "NATAN RAPPAPORT FAMILY FOUNDATION" or herein referred to as the "Foundation";

W I T N E S S E T H:

That the Donor, in consideration of the agreements and undertakings hereinafter made by the trustees and other valuable consideration, does hereby assign, transfer and set over unto the trustees and any successors the property listed in Schedule A attached hereto, and the trustees are hereby authorized to and agree that the trustees will receive and hold such property and, except as otherwise provided herein, such additional property as may be transferred, assigned or bequeathed to the trustees by any person or organization, to become a part of any trust fund or funds created hereunder, and all investments and reinvestments thereof and income therefrom for the following uses and trusts:

ARTICLE I
Dispositive Provisions.

(A) The Foundation is created exclusively for religious, charitable, scientific, literary or educational purposes under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. The assets of the Foundation shall be held

and administered by the trustees exclusively for such purposes within the meaning of such sections of the Internal Revenue Code.

(B) No part of the net earnings of the Foundation shall inure to or be payable to or for the benefit of any private shareholder or individual within the meaning of Section 501(c)(3) of the Internal Revenue Code (other than reimbursement of reasonable and actual expenditures and reasonable fees for personal services necessary to carrying out the foundation's exempt purposes and rendered in connection with the administration of the trust, including the fees of the trustees hereof). No substantial part of the activities of the trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

(C) The trustees may distribute for the purposes designated in Paragraph (A) of this Article so much of the income and/or principal of the trust fund to or for the use of such charitable organizations, as that term is defined in this instrument, in such amounts and for such charitable purposes as the trustees shall from time to time select and determine. The trustees may also distribute so much of the income and/or principal of the trust fund to states, territories or possessions of the United States, any political subdivision of the foregoing, or to the United States or to the District of Columbia, but only for charitable purposes (as defined in this instrument).

(D) Any other provision of this instrument notwithstanding, the trustees shall distribute income for each tax year at a time and in a manner so as not to become subject to the

tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

(E) The Foundation shall continue perpetually; provided, however, that the trustees may terminate the Foundation at any time if such action is deemed advisable and for the best interests of such trust, whether by reason of economic, tax or political emergency or for any other reason, in the sole and absolute discretion of the trustees then in office, whose judgment thereon shall be conclusive and free from question by anyone or in any court. Upon such termination, any remaining principal of the trust, together with all accrued, accumulated and undistributed income thereof, shall be paid over and distributed exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

(F) Notwithstanding any other provisions herein, the trust shall not carry on any activities not permitted to be carried on (i) by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (ii) by an organization, contributions to which are deductible under Sections 170(c)(2), 2055(a)(3) and 2522(a)(2) of the Internal Revenue Code.

(G) It is the express intention of the Donor that the Foundation created by this instrument shall be exempt to the maximum possible extent from any and all income, death, succession, gift, inheritance or estate taxes of whatever kind or nature imposed by the laws of the United States of America and/or any applicable state, and this instrument and all powers, trusts, directions, authorizations, instructions and obligations granted to or imposed upon the trustees by

this instrument shall be construed so as to effect this intent. To this same end and purpose, the trustees are expressly authorized and empowered, by an instrument in writing subscribed by the trustees then in office and attested before a notary public (or any other officer duly authorized and empowered to administer oaths) and executed at any time to amend this Foundation (including provisions relating to the powers and duties of the trustees), in whatever manner the trustees, in their sole and absolute discretion, shall deem necessary or desirable to minimize or eliminate any liability to the United States of America and/or any state for any income, death, succession, gift, inheritance or estate taxes sought to be levied upon any part of this Foundation, the Donor or the estate of the Donor; provided that the Foundation may not be amended in such a way that the Foundation shall not thereafter be described in Sections 170(c)(2), 501(c)(3), 2055(a)(3) and 2522(a)(2) of the Internal Revenue Code; and provided, further, that no amendment shall authorize the trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this paragraph (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees' amending power. In addition to the foregoing powers of amendment, the trustees, by unanimous action, may amend the provisions of Article VIII regarding the number or manner of election of trustees hereunder. The trustees shall not possess any power of amendment hereinbefore mentioned under any circumstances wherein the possession of such power will itself result in the imposition of any tax not otherwise applicable.

(H) Any other provisions of this instrument notwithstanding, the trustees shall not engage in any of the following activities:

(1) The trustees shall not engage in any act of self-dealing as defined by Section 4941(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

(2) The trustees shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

(3) The trustees shall not make any investments in such a manner as to incur tax liability under Section 4944 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

(4) The trustees shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE II Additions.

(A) The Donor or any other person or organization may at any time give, transfer or bequeath to this trust, either by inter vivos transfer or testamentary disposition, additional money or property of any kind acceptable to the trustees, and in such event, such additional property shall become a part of the principal of this trust. Notwithstanding the foregoing, the trustees of the Foundation are expressly forbidden to accept any gift, bequest, contribution, or any other thing of value whatsoever which may be subject to a condition that it, or any part thereof, shall be used for any purpose which in the opinion of the trustees is or might be in violation of the express provisions of the Foundation with respect to its charitable purpose and nature, or which would or could cause the Foundation, in the opinion of the trustees, to lose

tax-exempt status under Section 501(c)(3) of the Internal Revenue Code or lose eligibility for receipt of tax deductible contributions under Section 170(c)(2), 2055(a)(3) or 2522(a)(2) of the Internal Revenue Code.

(B) In furtherance of the foregoing paragraph, no gift, bequest or devise of any property shall be received and accepted if it is conditioned or limited in such as manner as to require the disposition of income or principal therefrom to any person or organization other than a "charitable organization" or for other than "charitable purposes" as defined in this instrument, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE III Trust is Irrevocable.

It is the intention of the Donor that this instrument shall constitute an irrevocable gift in trust of all property at any time held hereunder, and any right, title or reversionary interest therein, of any kind or description, which the Donor now has or may subsequently acquire, either by operation of law or otherwise, is hereby renounced and relinquished forever. Any future gift of property to this trust, whether by the Donor or any other person, shall likewise be irrevocable, and any right, title or reversionary interest therein, of any kind and description, which the donor thereof may have or subsequently acquire, by operation of law or otherwise, shall, by the making of such gift to this trust, be renounced and relinquished forever.

ARTICLE IV
Administrative Powers.

Subject to the provisions and limitations herein expressly set forth in Article I and in other provisions of this instrument, the trustees of this Agreement shall have in general the power to do and perform any and all acts and things in relation to the property and trust estate from time to time in such trustees' hands in the same manner and to the same extent as an individual might or could do with respect to his own property, subject, however, to the duty to make and keep the overall principal, but not necessarily each and every asset, reasonably productive of income. No enumeration of specific powers herein made shall be construed as a limitation upon the foregoing general powers, and the powers, or any of them, herein conferred upon the trustees of this Agreement shall not be exhausted by any use thereof, but each shall be continuing. Subject to the aforesaid provisions and limitations of this instrument, the trustees are specifically authorized and empowered, in such trustees' sole discretion:

(1) To retain any and all stocks, bonds, notes, securities and other property, real or personal (but not wasting assets), comprising a part of the trust herein provided without liability for any decrease in the value thereof; provided, however, that no principal or income shall be loaned, directly or indirectly, to any trustee or to anyone else, corporate or otherwise, who has at any time made a contribution to the trust, nor to anyone else except on the basis of an adequate interest charge and with adequate security.

(2) For fair and adequate consideration, to sell, at public or private sale, exchange for like or unlike property, convey, lease for longer or shorter terms than the trust herein provided, and otherwise dispose of, any and all property, real or personal, held hereunder upon such terms and credits as the trustees may deem proper, including specifically the power to

sell or otherwise dispose of any such property for less than its acquisition or appraised value, without liability for any loss resulting from such disposition.

(3) For fair and adequate consideration, to invest any money held hereunder and available for investment in any and all kinds of securities or property except wasting assets, whether or not of the kind authorized by the common law or by the laws of any state or country to which they would, in the absence of this provision, be subject, and to form or join in forming any corporation and subscribe for and acquire stock in any corporation in exchange for money or other property.

(4) To invest and reinvest and retain the investment of the whole or any part of the trust fund or any and all of the proceeds from the disposition of any assets of any trust fund in any single security or other asset, or any limited number of securities or other assets, or any exchanged or merged or substitute or successor security or securities, or any single type or limited number of types of securities or other assets, without liability for any loss resulting from any lack of diversification; it being the intention hereby to free and absolve the trustees from any and all obligation or liability for any lack of diversification of investments and assets held in the trust fund, or any loss resulting therefrom, regardless of whether such investments or assets were held or owned by the Donor at any time or whether they are exchanged or merged or successor or substitute investments for assets owned by the Donor or whether they are investments or assets acquired during the Donor's lifetime or after the Donor's death by the trustees.

(5) To retain cash included in the trust fund without investment thereof for such period of time as the trustees shall deem advisable, whenever the trustees shall determine that it is inadvisable to invest such cash because of market conditions or for any other reason.

(6) To vote directly or by proxy at any election or stockholders' meeting any shares of stock held hereunder.

(7) To exercise or dispose of or reject any purchase rights arising from or issued in connection with any stock, securities or other property held hereunder.

(8) To repair, alter or demolish any existing building or structure and to erect any buildings and structures upon any real estate held hereunder.

(9) To effect fire, rent, title, liability, casualty or other insurance of such nature and in such form and amount as may be desirable upon any property held hereunder.

(10) To participate in any plan or proceeding for protecting or enforcing any right, obligation or interest arising from any property held hereunder or for reorganizing, consolidating, merging or adjusting the finances of any corporation; to accept in lieu thereof any new property; to pay any assessment or expense incident thereto; to join in any voting trust agreement and to do any other act or thing which the trustees may deem necessary or advisable in connection therewith.

(11) To employ, upon such terms and with such discretionary powers as the trustees may approve, servants, agents, custodians of securities or other property, accountants or other professional persons, and attorneys-at-law or in-fact, and to obtain the advice of any bank, trust company, investment counsel or any other institution or individual and permit books of account to be kept by any of the foregoing and pay for such services out of the trust fund profiting thereby, making such division as between principal and income thereof as the trustees may deem just within the scope of generally accepted accounting principles.

(12) To collect, pay, abandon, contest, compromise or submit to arbitration any claim in favor of or against the trust fund, or any part thereof, or the trustees.

(13) To borrow money for such periods of time and upon such terms and conditions as the trustees may deem advisable for any purpose whatsoever, and the trustees may mortgage or pledge such part or the whole of the trust fund as may be required to secure such loan or loans.

(14) To delegate from time to time the exercise of the trustees' powers and duties, in whole or in part, to one or more other trustees if any additional trustee or trustees are acting hereunder or to attorneys or agents, including in either case delegation of discretionary as well as ministerial powers and the delegation of the performance and execution of all acts and the exercise of all judgment and discretion in connection with the administration or performance of the trust.

(15) To manage and conduct or participate in the management or conduct of the affairs of any corporation, the stock of which may be held hereunder, to act as officer, director, attorney or employee of any such corporation or for the trust or trustees and to receive reasonable compensation for acting as such; to vote such stock in favor of the increase or decrease of the capital of any such corporation and to take such action with regard to such stock in the interest of the trust as the trustees in the trustees' discretion may determine, and personally to own stock or be interested in any corporation or business in which the trust shall own stock or be interested.

(16) To hold stocks and other assets and to open bank accounts for deposits of money comprising a part of the trust fund in the individual name of a trustee or the trustees' nominee with or without disclosing any fiduciary relationship, and to employ custodians of

securities or other property, and to permit such custodians to hold such securities or other property in their own name or in the name of a nominee, with or without disclosing any fiduciary relationship.

(17) Subject to the provisions of Article II, to accept and receive additional assets, securities and property of any kind which any person may pay, transfer and deliver to the trustees to be added to the trust herein created and held and administered as integral parts thereof.

(18) With respect to property subject to depreciation or depletion, to withhold an amount from trust income in the discretion of the trustees to provide for a reasonable allowance for depreciation or depletion on such property under generally accepted accounting principles.

(19) To change the situs of the trust and of any property which is a part of the trust to any place in the United States of America.

ARTICLE V Application of Florida Law.

This Agreement and Trust are specifically created as a Florida agreement and trust, and the construction, validity and effect of this Agreement and the rights and duties of the beneficiaries and the trustees hereof shall at all times be governed exclusively by the laws of the State of Florida.

ARTICLE VI Counterparts.

This Agreement may be executed in any number of counterparts, any one of which shall constitute the agreement between the parties.

ARTICLE VII
Definitions.

(A) Unless the context requires otherwise, all words used in this instrument in the singular number shall extend to and include the plural, all words used in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.

(B) As used in this instrument, the term "trustee(s)" shall include, collectively, all those holding such office hereunder from time to time without regard to whether they were initially appointed, successor or additional trustees.

(C) As used in this instrument, the term "Internal Revenue Code" means the Internal Revenue Code of 1986 and any amendments or successor laws thereto. Any reference to a particular section of the Internal Revenue Code shall be construed to refer to said section as now enacted and to any subsequent amendments of said section.

(D) As used in this instrument (and any amendments hereto), the term "charitable organizations" or "charitable organization" means corporations, trusts, funds, foundations, or community chests, organized and operated exclusively for charitable purposes, no part of the net earnings of which inure or are payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that a "charitable organization" shall be entitled to exemption from federal income taxation under Section

501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

(E) As used in this instrument (and any amendments hereto) the term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary or educational purposes within the meaning of those terms as used in Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of Florida.

(F) The titles to articles and any table of contents are included for convenience and are not intended to construe or alter the substance of such articles.

ARTICLE VIII Appointment of Trustees.

(A) RICHARD M. RAPPAPORT, BRIAN SAMUEL RAPPAPORT and DAYNA JILL TITUS are appointed the initial Co-Trustees hereunder. In the event that any of them shall cease to serve as a Co-Trustee, it shall not be necessary to appoint a successor Co-Trustee and the one(s) remaining may continue to serve as Co-Trustees or as the sole Trustee, as the case may be. During his lifetime, RICHARD M. RAPPAPORT shall have the right and authority to name successor trustees, remove any trustee and appoint new or additional trustees. Following the death or resignation of RICHARD M. RAPPAPORT as trustee, or upon the written determination of two physicians that, by reason of mental or physical illness or disability, RICHARD M. RAPPAPORT is incapable of receiving, evaluating and communicating information rationally and effectively, the remaining Trustee(s), by majority decision, shall have

the right and authority to name successor trustees, remove any trustee and appoint new or additional trustees.

(B) Any trustee shall cease to be a trustee hereunder upon death or resignation, or upon the written determination of two physicians that, by reason of mental or physical illness or disability, such trustee is incapable of receiving, evaluating and communicating information rationally and effectively. Any individual or corporation at any time serving as a trustee hereunder may resign as trustee of the trusts created hereunder by delivering a written instrument to such effect signed by or on behalf of such trustee to the current trustee(s) and to the designated successor trustee, if any. Any such resignation shall be effective as of the date of completion of delivery of such instrument or as of such later date as shall be specified in such instrument.

(C) Decisions and actions of the trustees shall be by majority vote of the trustees then serving. Notwithstanding the foregoing, during RICHARD M. RAPPAPORT's lifetime, the sole signature of RICHARD M. RAPPAPORT, as Co-Trustee, shall be sufficient to execute any and all proxies, powers, certificates, assignment, checks, bank documents or other documents or papers, assuming that the requisite vote has been taken authorizing such action. Any such documents or papers shall be valid as though signed by all of the trustees. No person or corporation dealing with such trustee shall be required to investigate the trustee's authority for entering into any transaction or to see to the application of the proceeds of any transaction.

(D) All discretionary powers and duties vested in any trustee hereunder which is not a natural person may be exercised on its behalf, from time to time, by its governing board, or by an appropriate committee, or by its principal officers or trust officers.

(E) No bond or other security shall ever be required to be given or be filed by any trustee hereunder for the faithful execution of such trustee's duty hereunder. If, notwithstanding the foregoing provision, a bond shall nevertheless be required, no sureties shall be required thereon.

(F) No trustee hereunder shall be liable except for such trustee's own willful malfeasance or bad faith. No trustee shall be liable or responsible for the acts or omissions of any other trustee or any predecessor trustee or of a custodian, agent, depositary or counsel selected with reasonable care. Any succeeding or additional trustee shall have the same powers, right and duties, and the same title to the trust estate with the surviving or remaining trustees as if originally appointed.

(G) The trustees' powers are exercisable solely in their fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in this instrument and not otherwise.

ARTICLE IX Conflict Of Interest Policy.

(A) The purpose of the conflict of interest policy is to protect the Foundation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Trustee of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

(B) The following definitions shall apply to this article:

(1) Interested Person. Any trustee who has a direct or indirect financial interest, as defined below, is an interested person.

(2) Financial Interest. A trustee has a financial interest if the trustee has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,

(b) A compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Paragraph (C)(2), a person who has a financial interest may have a conflict of interest only if the trustees decide that a conflict of interest exists.

(C) The following procedures regarding an actual or possible conflict of interest shall apply:

(1) Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the trustees considering the proposed transaction or arrangement.

(2) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person,

he/she shall leave the trustees meeting while the determination of a conflict of interest is discussed and voted upon. The remaining trustees shall decide if a conflict of interest exists.

(3) Procedures for Addressing the Conflict of Interest.

(a) An interested person may make a presentation at the trustee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The trustees shall, if appropriate, appoint a disinterested person to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the trustees shall determine whether the Foundation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the trustees shall determine by a majority vote of the disinterested trustees whether the transaction or arrangement is in the Foundation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the trustees shall make their decision as to whether to enter into the transaction or arrangement.

(4) Violations of the Conflicts of Interest Policy.

(a) If the trustees have reasonable cause to believe a trustee has failed to disclose actual or possible conflicts of interest, it shall inform the trustee of the basis for such belief and afford the trustee an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the trustee's response and after making further investigation as warranted by the circumstances, the trustees determine the trustee has failed to disclose an actual or possible conflict of interest, they shall take appropriate disciplinary and corrective action.

(D) The minutes of the trustees shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the trustees' decision as to whether a conflict of interest in fact existed; and

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

(E) A trustee who receives compensation, directly or indirectly, from the Foundation for services is precluded from voting on matters pertaining to that trustee's compensation. No trustee who receives compensation, directly or indirectly, from the Foundation, either individually or collectively, is prohibited from providing information to any trustee regarding compensation.

(F) Each trustee shall annually sign a statement which affirms such person:

- (1) Has received a copy of this Article IX of this trust agreement;
- (2) Has read and understands this Article IX;
- (3) Has agreed to comply with this Article IX; and

(4) Understands the Foundation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

(G) To ensure the Foundation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:


(1) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

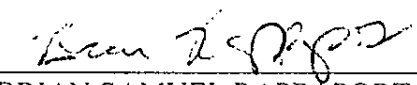
(2) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Foundation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

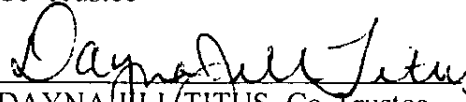
(H) When conducting the periodic reviews as provided for in this Article IX, the Foundation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the trustees of their responsibility for ensuring periodic reviews are conducted.

IN WITNESS WHEREOF, RICHARD M. RAPPAPORT, as Donor, and RICHARD M. RAPPAPORT, BRIAN SAMUEL RAPPAPORT and DAYNA JILL TITUS, as

Co-Trustees, have hereunto set their hands as of the date first above written.


RICHARD M. RAPPAPORT,
Donor & Co-Trustee


BRIAN SAMUEL RAPPAPORT,
Co-Trustee


DAYNA JILL TITUS, Co-Trustee

This instrument was signed, sealed, published, and declared by the Donor as his trust agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date first written above.

Uma M. Brink residing at 31141 Hannigan Pl
Wesley Chapel, FL 33543

Kathryn L. Pitlake residing at 27348 Ravens Brook
Wesley Chapel, FL 33544
813-994-8068

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, RICHARD M. RAPPAPORT, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Trust Agreement.

Richard M. Rappaport
RICHARD M. RAPPAPORT

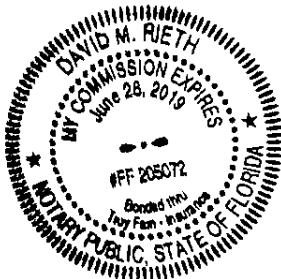
We, Tina M. Bronson and KATHRYN L. RITCHIE,
have been sworn by the officer signing below, and declare to that officer on our oaths that the Donor declared the instrument to be his Trust Agreement and signed it in our presence, and that we each signed the instrument as a witness in the presence of the Donor and of each other.

Tina M. Bronson
Witness

Kathryn L. Ritchie
Witness

Acknowledged and subscribed before me by the Donor, RICHARD M. RAPPAPORT, who is personally known to me or who has produced _____ as identification, and sworn to and subscribed before me by the witnesses, Tina M. Bronson, who is personally known to me or who has produced _____ as identification, and by KATHRYN L. RITCHIE, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Donor and the subscribing witnesses, all on October 25, 2016.

David M. Rieth
Notary Public, State of Florida
(Stamp Name, Commission # and Expiration below)



FILED
17 FEB -7 AM 8:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE A

Ten Dollars (\$10.00)

FILED

17 FEB -7 AM 8:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA