

POWER OF ATTORNEY NEW YORK
STATUTORY SHORT FORM

(a) **CAUTION TO THE PRINCIPAL:**

Your Power of Attorney is an important document. As the “principal”, you give the person whom you choose (your “agent”) authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. “Important Information for the Agent” at the end of this document describes your agent’s responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a “Health Care Proxy” to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 5. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) **DESIGNATION OF AGENT(S):**

I, _____, residing at _____ Drive, Port Washington, New York, hereby appoint:
_____, residing at _____ Drive, Port Washington, New York, as my agent(s).

If you designate more than one agent above, they must act together unless you initial the statement below.

() My agents may act **SEPARATELY**.

(c) **DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)**

If any agent designated above is unable or unwilling to serve, I appoint as my successor agent(s): _____, residing at _____, Michigan, and _____, residing at _____, New York.

Successor agents designated above must act together unless you initial the statement below.

() My successor agents may act **SEPARATELY**.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

NONE

(d) This **POWER OF ATTORNEY** shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This **POWER OF ATTORNEY** does not revoke any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications".

If you do not intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney, as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

(f) **GRANT OF AUTHORITY:**

To grant your agent some or all of the authority below, either:

(1) initial the bracket at each authority you grant; or

(2) write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in Section 5-1502A through 5-1502N of the New York General Obligations Law:

- () (A) real estate transactions;
- () (B) chattel and goods transactions;
- () (C) bond, share, and commodity transactions;
- () (D) banking transactions;
- () (E) business operating transactions;
- () (F) insurance transactions;
- () (G) estate transactions;
- () (H) claims and litigation;
- () (I) personal and family maintenance. If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total

amount of all such gifts in any one calendar year cannot exceed five hundred dollars.

- () (J) benefits from governmental programs or civil or military service;
- () (K) health care billing and payment matters; records, reports, and statements;
- () (L) retirement benefit transactions;
- () (M) tax matters;
- () (N) all other matters;
- () (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
- () (P) EACH of the matters identified by the following letters A, B, C, D, E, F, G, H, I, J, K, L, M, N and O.

You need not initial the other lines if you initial line (P).

(g) MODIFICATIONS: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modification section to grant your agent authority to make major gifts or changes to interests in your property. If you wish to grant your agent such authority, you **MUST** complete the Statutory Gifts Rider.

NONE

(h) CERTAIN GIFTS TRANSACTIONS: STATUTORY GIFTS RIDER: (OPTIONAL):

In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Major Gifts Rider should be supervised by a lawyer.

() (SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Statutory Gifts Rider that supplements this Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

I wish to designate NO ONE, as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) **COMPENSATION OF AGENT(S): (OPTIONAL)**

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

() My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) **ACCEPTANCE BY THIRD PARTIES:**

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) **TERMINATION:**

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in Section 5-1511 of the General Obligations Law. Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) **SIGNATURE AND ACKNOWLEDGMENT:**

IN WITNESS WHEREOF, I have hereunto signed my name on November 5, 2010.

PRINCIPAL signs here: => _____

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

On the 5th day of November, in the year 2010, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SIGNATURE AND OFFICE OF INDIVIDUAL TAKING
ACKNOWLEDGMENT

(n) **IMPORTANT INFORMATION FOR THE AGENT:**

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on your legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

1. act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
2. avoid conflicts that would impair your ability to act in the principal's best interest;
3. keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
4. keep a record of all receipts, payments, and transactions conducted for the principal; and
5. disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in his Power of Attorney or in a Statutory Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal, or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor, if one has been named in this document, or the principal's guardian, if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advise.

Liability of Agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(o) **AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:**

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I, _____, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein. I /we acknowledge my/our legal responsibilities.

AGENT signs here: => _____

**POWER OF ATTORNEY
NEW YORK STATUTORY GIFTS RIDER
AUTHORIZATION FOR CERTAIN GIFT TRANSACTIONS**

Attached to a New York Statutory Short Form Power of Attorney
dated November 5, 2010 made by _____.

CAUTION TO THE PRINCIPAL: This OPTIONAL rider allows you to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (I) of the Grant of Authority section of the statutory short form Power of Attorney (under personal and family maintenance), or certain other gift transactions during your lifetime. You do not have to execute this rider if you only want your agent to make gifts described in (I) of the Grant of Authority section of the statutory short form Power of Attorney and you initialed "(I)" on that section of that form. Granting any of the following authority to your agent gives your agent the authority to take actions which could significantly reduce your property or change how your property is distributed at your death. "Certain gift transactions" are described in Section 5-1514 of the General Obligations Law. This Gifts Rider does not require your agent to exercise granted authority, but when he or she exercises this authority, he or she must act according to any instructions you provide, or otherwise in your best interest.

This Gifts Rider and the Power of Attorney it supplements must be read together as a single instrument.

Before signing this document authorizing your agent to make gifts and other transfers, you should seek legal advice to ensure that your intentions are clearly and properly expressed.

(a) **GRANT OF LIMITED AUTHORITY TO MAKE GIFTS:**

Granting gifting authority to your agent gives your agent the authority to take actions which could significantly reduce your property.

If you wish to allow your agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.

To grant your agent the gifting authority provided below, initial the bracket to the left of the authority.

() I grant authority to my agent to make gifts to my spouse, children and more remote descendants, and parents, not to exceed, for each donee, the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code. For gifts to my children and more remote descendants, and parents, the maximum amount of the gift to each donee shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code.

This authority must be exercised pursuant to my instructions, or otherwise for purposes which the agent reasonably deems to be in my best interest.

(b) **MODIFICATIONS:**

Use this section if you wish to authorize gifts in amounts smaller than the gift tax exclusion amount, in amounts in excess of the gift tax exclusion amount, gifts to other beneficiaries, or other gift transactions.

Granting such authority to your agent gives your agent the authority to take actions which could significantly reduce your property and/or change how your property is distributed at your death. If you wish to authorize your agent to make gifts to himself or herself, you must separately grant that authority in subdivision (c) below.

() I grant the following authority to my agent to make gifts pursuant to my instructions, or otherwise for purposes which the agent reasonably deems to be in my best interest:

(c) **GRANT OF SPECIFIC AUTHORITY FOR AN AGENT TO MAKE GIFTS OR OTHER TRANSFERS TO HIMSELF OR HERSELF: (OPTIONAL)**

If you wish to authorize your agent to make gifts to himself or herself, you must grant that authority in this section, indicating to which agent(s) the authorization is granted, and any limitations and guidelines.

() I grant specific authority for the following agent(s) to make the following major gifts or other transfers to himself or herself:

My Agent, _____, and Successor Agents, _____ and _____, are authorized to gift the annual federal gift tax exclusion amount pursuant to the Internal Revenue Code to herself or himself. For gifts to my children, the maximum amount of the gift to each donee shall not exceed twice the gift tax exclusion amount, if my spouse agrees to split gift treatment pursuant to the Internal Revenue Code.

This authority must be exercised pursuant to my instructions, or otherwise for purposes which the agent reasonably deems to be in my best interest.

(d) **ACCEPTANCE BY THIRD PARTIES:** I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Statutory Gifts Rider.

(e) **SIGNATURE OF PRINCIPAL AND ACKNOWLEDGMENT:**

IN WITNESS WHEREOF, I have hereunto signed my name on November 5, 2010.

PRINCIPAL signs here: => _____

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

On the 5th day of November in the year 2010, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SIGNATURE AND OFFICE OF INDIVIDUAL TAKING
ACKNOWLEDGMENT

(f) **SIGNATURES OF WITNESSES:**

By signing as a witness, I acknowledge that the principal signed the Statutory Gifts Rider in my presence and in the presence of the other witness, or that the principal acknowledged to me that the principal's signature was affixed by him or her or at his or her direction. I also acknowledge that the principal has stated that this Statutory Gifts Rider reflects his or her wishes and that he or she has signed it voluntarily. I am not named herein as a permissible recipient of major gifts.

Signature of Witness 1

Signature of Witness 2

Dated: November 5, 2010

Dated: November 5, 2010

Witness 1 Name & Address:

Witness 2 Name & Address:

(g) **This document was prepared by:**

**James A. Soressi, Attorney at Law
166-16 26th Avenue
Flushing, New York 11358
718.813.0360**

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HEALTH CARE PROXY

I, _____, residing at _____, Port Washington, in the County of Nassau and State of New York, hereby appoint my wife, _____, residing at _____, Port Washington, New York, and whose telephone number is (516) _____, as my health care agent ("Agent") to make any and all health care decisions for me, which I, myself, could make in person while competent and possessed of health care decision-making capacity. If the person named above predeceases me or if such person is otherwise unwilling, unavailable or unable to act, as evidenced by his or her certificate or as determined by my attending physician, I hereby appoint my daughters, _____ and _____, in the order named, as my alternate or successor Agent.

This health care proxy shall take effect if and when I become unable to make my own health care decisions.

In respect of each health care decision made for me by my Agent, it is my wish and direction that my Agent be guided solely by my Agent's authority hereunder, I expressly authorize my Agent:

- (1) to sign on my behalf any documents necessary to carry out the authorizations described below, including waivers or releases of liability required by any health care provider;
- (2) to give or withhold consent to any medical care or treatment, to revoke or change any consent previously given or implied by law for any medical care or treatment, and to

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arrange for my placement in or removal from any hospital, convalescent home, hospital or other medical facility;

(3) to require that medical treatment which will only prolong my inevitable death or irreversible loss of mental capacity (including, by way of example, but not limited to, such treatment as cardiopulmonary resuscitation, surgery, dialysis, the use of a respirator, blood transfusions, antibiotics, antiarrhythmic and pressor drugs or transplants) not be instituted or, if previously instituted, to require that it be discontinued; and

(4) to require that procedures used to provide me with nourishment and hydration (including, by way of example, but not limited to, parenteral feeding, intravenous feedings, misting, and endotracheal or nasogastric tube use) not be instituted or, if previously instituted, to require that they be discontinued, but only if my attending physician determines that I will not experience pain and suffering as a result of the withdrawal of nourishment or hydration.

(5) to take the steps necessary or desirable on my behalf in light of the foregoing so as to consent on my behalf to an order not to resuscitate ("DNR order") as that term is defined in § 2961 of the Public Health law of the State of New York, and thereafter ensure that said DNR order be placed in my medical record maintained by each physician, hospital and other health care providers furnishing medical care to me.

In connection with the foregoing authorizations to my Agent, my agent shall also be authorized to review any and all information, verbal or written, regarding my physical or mental health, including medical and hospital records, and to execute any releases and/or other

documents that may be required in order to obtain such information, and to disclose or deny such information to such persons, organizations, firms or corporations as my Agent shall deem appropriate. I intend for my Agent to be treated as I would be treated concerning my rights regarding use and disclosure of my medical information. This release applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). 42 U.S.C. §1320d and 45 C.F.R. 160-164.

I also hereby authorize all physicians and psychiatrists who have treated me and all other providers of health care, including hospitals, other medical personnel and any other persons or entities having access to my records and information, to release to my Agent any and all such information, records, photocopies, reports, X-rays, test results, charts, , letters, notes and such other information my Agent may request whether or not I am competent to make such requests. I hereby waive all privileges which may be applicable to such foregoing information and any communication pertaining to me that is made in the course of confidential information relationship recognized under the law. My Agent is also expressly authorized to disclose such information to such persons, organizations and entities as my Agent shall deem appropriate. I intend for my Agent to be treated as I would be treated concerning my rights regarding use and disclosure of my medical information. This release applies to any information governed by HIPAA.

Unless I revoke it, this proxy shall remain in effect indefinitely.

Further, if I shall become incompetent to manage myself or my affairs and there shall be a need for the judicial appointment of a guardian for my personal needs and/or management of my property and financial affairs, I hereby designate the person hereinabove designated as health



_____, being duly sworn, deposes and says, that _____, as Principal, did under date of November 5, 2010, appoint me to be his true and lawful attorney for health care decisions by the foregoing instrument hereby made a part hereof.

_____, Agent

Sworn to before me this
5th day of November, 2010

NOTARY PUBLIC

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

On the 5th day of November in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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LIVING WILL

To my family, all physicians, hospital and other health care providers and any court or judge:

I, _____, residing at _____, Port Washington, in the County of Nassau and State of New York, declare, that after thoughtful consideration, I have decided that I wish to forego all life-sustaining treatment if I shall in the future sustain substantial and irreversible loss of mental capacity and either (1) I am unable to eat and drink without assistance and tube(s) or other artificial means are required to feed me and it is highly unlikely that I will ever be able to eat and drink without artificial feeding; or (2) I have an incurable or irreversible condition which is likely to cause my death within a relatively short time.

Such loss of mental capacity by me coupled with either my need for such continued artificial feeding or an incurable or irreversible condition likely to soon cause my death is sometimes referred to herein as a "triggering event." It is my desire that all life sustaining treatment shall be withheld or withdrawn from me upon the occurrence of a triggering event. The term "life-sustaining treatment", as used herein, is intended to include, but is not limited to, cardiopulmonary resuscitation, surgery, dialysis, the use of a respirator, blood transfusions, antibiotics, antiarrhythmic and pressor drugs, transplants and nutrition and hydration of any kind, artificial or otherwise.

I shall be conclusively presumed to have sustained substantial and irreversible loss of mental capacity upon a determination to that effect by my attending physician or when a court of competent jurisdiction determines that I have sustained such loss, whichever event shall first occur.

As used herein, the term, "an incurable or irreversible condition which is likely to cause my death within a relatively short time," shall mean a condition which, without the administration of medical procedures which serve only to prolong the process of dying, will, in my attending physician's opinion, result in my death within a relatively short time. The determination as to whether my death would occur in a relatively short time is to be made by my attending physician without considering the possibilities of extending my life-sustaining treatment.

WITHHOLDING OR WITHDRAWING LIFE-SUSTAINING TREATMENT

Upon the occurrence of a triggering event, all life-sustaining treatment shall be withheld or withdrawn from me forthwith, whether or not I am conscious, alert or free from pain. I emphasize that the term "life-sustaining treatment" includes, but is not limited to, cardiopulmonary resuscitation, surgery, dialysis, the use of a respirator, blood transfusions, antibiotics, antiarrhythmic and pressor drugs, transplants, and nutrition and hydration, artificial or otherwise.

Further, no cardiopulmonary resuscitation shall be administered to me if I sustain cardiac or pulmonary arrest following the occurrence of a triggering event. Effective upon the occurrence of a triggering event, I consent to an order not to resuscitate as that term is defined in § 2961 of the Public Health Law of the State of New York ("DNR order"), and direct that a DNR order be placed in my medical record maintained by each physician, hospital and other health care providers furnishing medical care to me.

I recognize that when life-sustaining treatment is withheld or withdrawn from me, I will surely die of dehydration and malnutrition within days or weeks. I direct that all

available medication for the relief of pain and for my comfort shall be administered to me after all life-sustaining treatment is withheld or withdrawn, even if I am rendered unconscious and my life is shortened thereby.

I intend to document my intention that pain relieving medication be administered to me as needed at any stage of the illness contemplated under this instrument even if its administration may be considered as a contributing factor to my death.

I have executed this instrument in the exercise of my constitutional and common law right to refuse unwanted medical treatment and it is not intended as an exclusive enumeration of the instances in which I would forego life-sustaining treatment. To the contrary, it is my express direction that if I should sustain substantial and irreversible loss of my mental capacity, this instrument is to be broadly construed to extend the exercise of these common law and constitutional rights to the limit of their reach. Accordingly, if and when my health should deteriorate to the point where my life is sustained only by medical technology, I further direct that life-sustaining treatment be withheld or withdrawn from me so as to permit nature to take its course and allow me to die with dignity. In the event I am able to personally communicate a decision to forego life-sustaining treatment in other circumstances than those described herein, in any manner, even by blinking my eyes, such decision shall be followed to the same extent as if originally included herein.

I have made this instrument while in full command of my faculties in order to furnish clear and convincing proof of:

-the strength and durability of my determination to forego life-sustaining treatment in any and all circumstances;

-my firm and settled conviction that I am entitled to forego such treatment in the exercise of my constitutional and common law rights to best determine the course of my own medical treatment; and

-my belief that my right to forego such treatment is paramount to any responsibility of any health care provider or the authority of any court or judge to attempt to force unwanted medical care upon me.

I direct that my family, all physicians, hospitals and other health care providers and any court or judge so concerned, honor my decision not to extend my life by artificial or mechanical means, and if there is any doubt as to whether or not life-sustaining treatment is to be administered to me after I have sustained substantial and irreversible loss of mental capacity, such doubt is to be resolved in favor of withholding or withdrawing such treatment.

REVOCATION

This instrument and the instructions herein contained may be revoked by me at any time and in any manner. However, no physician, hospital or other health care provider who withholds or withdraws life-sustaining treatment in reliance upon this instrument or upon my personally communicated instructions without actual knowledge that I have countermanded my decision to withhold or withdraw such treatment shall

have any liability or responsibility to me, my estate, my distributees or any other person for having withdrawn or withheld such treatment.

Dated: November 5, 2010
New Hyde Park, New York

WITNESSED BY:

Name: _____ Name: _____

Address: _____ Address: _____

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

On the 5th day of November in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

MY WILL

I, JOSEPH _____, residing at _____, Brooklyn, in the County of Kings and State of New York, which I hereby declare to be my domicile, do make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking all Wills and Codicils by me at any time heretofore made.

FIRST: I am married to LUIGINA _____ and we have four (4) children, ANGELA _____, JOSEPH ANTHONY _____, SALVATORE MICHAEL _____ and LOUISA MARIA _____.

SECOND: I direct that my EXECUTOR, hereinafter named, pay, as soon as practicable after my death, my funeral expenses, the expenses of my last illness, the costs of administration of my estate, and all of my just debts, except such as are secured by mortgage and except such as are barred by the Statutes of Limitations, or are otherwise unenforceable.

THIRD: All transfer, estate, inheritance, succession and other death taxes which shall become payable by reason of my death shall be paid out of my estate as an administration expense, without apportionment, if and to the extent that the same are imposed (a) respect of property owned by me and passing under this MY WILL, and (b) if my said wife survives me, in respect of any other property which is included in the computation of such taxes and whose value is allowed as a marital deduction in the federal estate tax proceeding relating to my estate. All such taxes in respect of any

other property shall be apportioned against and paid by the persons in possession thereof or benefited thereby, in the manner provided by law.

FOURTH: All tangible, personal property, including, without limitation, clothing and other articles of personal use or adornment, jewelry, household furniture, furnishings and other articles of household use or ornament, automobiles and garden equipment, but excluding money, owned by me at the time of my death, I give and bequeath to my wife, LUIGINA, if she shall survive me; or if she shall not survive me, then in equal shares to my children, ANGELA, JOSEPH ANTHONY, SALVATORE MICHAEL and LOUISA MARIA, per stirpes. If necessary, the articles above described shall be divided among these beneficiaries as nearly as possible in equal shares, according to value, in such manner as they shall agree upon, or failing agreement for any reason whatsoever, then in such manner as my EXECUTOR shall determine. If any person entitled to said articles shall be under the age of twenty-one (21) years at the time of my death, I empower my EXECUTOR, as in his or her discretion he or she may deem advisable, either to sell any or all of the property to which such person may be so entitled or to hold (without bond) any or all of such property for such person until he or she shall attain the age of twenty-one (21) years or until such earlier time as my EXECUTOR shall deem it proper to deliver such property over (without bond) to such person or to the person having the care and control of such person for his or her benefit. Article SEVENTH of this MY WILL shall apply to the proceeds of sale of any such property. Any distribution authorized in this Article shall be a full discharge to my EXECUTOR with respect thereto.

FIFTH: A. All the rest, residue and remainder of my estate, both real and personal, of whatever kind and nature and wherever situated, of which I may die seized or possessed, or in which

I may have any power of appointment or testamentary disposition, including any lapsed dispositions (hereinafter sometimes referred to as "my residuary estate"), I give, devise and bequeath to my wife, LUIGINA , if she shall survive me; or if she shall not survive me, then to then in equal shares to my children, ANGELA , JOSEPH ANTHONY , SALVATORE MICHAEL and LOUISA MARIA , per stirpes.

B. If any of my children shall predecease me survived by children, his or her share of my residuary estate shall be divided into as many parts as there are children, per stirpes, of such predeceased child and my EXECUTOR is instructed

1. To transfer, pay over and distribute to any child of my predeceased child who has attained the age of twenty-five (25) years, his or her respective share, and

2. To transfer, pay over and distribute to my TRUSTEE the parts so set apart for each child of my predeceased child, per stirpes, who has not attained the age of twenty-five (25) years, these individual parts sometimes hereinafter referred to as the "Trust Components", which are to be held, IN TRUST, upon the following terms and conditions:

My TRUSTEE shall hold, manage, invest and reinvest each Trust Component, collect the income therefrom and pay or apply the net income therefrom to or for the benefit of each respective beneficiary in such amounts and proportions as my TRUSTEE in his discretion shall from time to time determine, and shall accumulate the balance, if any, of said net income and add the same to the principal of the trust(s).

My TRUSTEE shall use and apply such part of any accumulated income and if that is insufficient, such part of the principal, of each such beneficiary's Trust Component(s) on behalf of or to pay such part thereof to each such beneficiary, at such times and in such amounts as my

TRUSTEE, in his absolute discretion, shall deem necessary or desirable, to meet each such beneficiary's respective needs of health, maintenance, support and education, including college and graduate or professional school, or the purchase of a home; in addition, my TRUSTEE may well consider making distributions to such beneficiary for expenses relating to vocational and/or applied training, or establishing a marital household.

My TRUSTEE shall distribute, pay over and transfer to each such beneficiary all of his or her remainder interest(s) when he or she attains the age of twenty-five (25) years;

provided, however, that if at the time the aforesaid trust is established any such beneficiary shall have then attained an age at which he or she would have been entitled to receive distribution of his or her remainder interest of his or her Trust, my TRUSTEE shall distribute, pay over and transfer such portion or portions of his or her trust as he or she would have received had the trust been in existence when he or she attained the age hereinabove set forth.

Upon the death of a beneficiary, any of such principal and accrued and accumulated income of his or her Trust Component shall be transferred, paid over and distributed in equal parts to the beneficiary's children, per stirpes, but if there be no such issue, then in equal parts to the beneficiary's siblings, per stirpes, but if there be no such siblings nor their issue, then to my issue, per stirpes; provided, however, that a share passing to any person for whose benefit a trust(s) has herein created and is then being administered shall be added to the trust(s) created for such person's benefit, to be held and administered as part thereof.

SIXTH: No portion of the income earned during the period of administration of my estate from any property, whether real, personal or mixed, constituting a part of my estate shall become a part of, or be added to, the principal of my residuary estate. All the net income from all such property not specifically bequeathed or devised by this Will shall be payable to the same beneficiaries and in the same proportions and in the same manner as the net income of my residuary estate pursuant to the directions of Article FIFTH hereof.

SEVENTH: My EXECUTOR or my TRUSTEES, as the case may be, in their discretion may make payment or distribution of any principal vesting in and payable to a minor, to such minor's parent, guardian or other person having the care and control of such minor, or may defer payment or distribution of any part or all thereof until the minor comes of age, meanwhile applying to such minor's use so much of such principal and of the income therefrom, including any accumulated income, and at such time or times as my EXECUTOR and my TRUSTEES, in their discretion, may deem advisable. Any income not expended by my EXECUTOR and my TRUSTEES shall be added to principal. My EXECUTOR and my TRUSTEES shall transfer, pay over and deliver any remaining principal and income to the minor when he or she shall have attained the age of twenty-one (21) years or to the estate of such minor upon his or her death prior to having attained the age of twenty-one (21) years.

With respect to any property held under this Article SEVENTH, my EXECUTOR and my TRUSTEES shall have all the powers, privileges, discretions and immunities conferred upon them elsewhere in this Will.

My EXECUTOR and my TRUSTEES may make payment of income or principal applicable to the use of a minor under any provisions of this Will in any or all of the following ways:

A. By paying the same to the parent, guardian or other person having the care and control of such minor;

B. By paying directly to the minor such sums as my EXECUTOR or my TRUSTEES may deem advisable as an allowance; and/or

C. By expending it in such other manner as my EXECUTOR or my TRUSTEES, in their discretion, believes will benefit such minor.

D. By depositing the same to a UGMA or UTMA account held by a custodian for his or her benefit.

EIGHTH: I appoint my wife, LUIGINA _____, to be the EXECUTOR of this MY WILL. In the event that my wife, LUIGINA _____, shall have predeceased me or having survived me, fails to qualify or having qualified, ceases to act as the EXECUTOR of this MY WILL, then I appoint my children, ANGELA _____, JOSEPH ANTHONY _____, SALVATORE MICHAEL _____ and LOUISA MARIA _____, in the order named, as the alternate or successor EXECUTOR of this MY WILL.

NINTH: A. I appoint my son-in-law, GERINALDO _____, to be the TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL for the benefit of the issue of my daughter, Angela _____. If my son-in-law, GERINALDO _____, shall have predeceased me or having survived me, fails to qualify or having qualified, ceases to act as the TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL, for the

benefit of the issue of my daughter, Angela _____, I appoint my children, JOSEPH ANTHONY _____, SALVATORE MICHAEL _____ and LOUISA MARIA _____, in the order named, as alternate or successor TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL for the benefit of the issue of my daughter, Angela _____.

B. I appoint my daughter-in-law, DANIELLE _____, to be the TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL for the benefit of the issue of my son, Joseph Anthony _____. If my daughter-in-law, DANIELLE _____, shall have predeceased me or having survived me, fails to qualify or having qualified, ceases to act as the TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL, for the benefit of the issue of my son, Joseph Anthony _____, I appoint my children, ANGELA _____, SALVATORE MICHAEL _____ and LOUISA MARIA _____, in the order named, as alternate or successor TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL for the benefit of the issue of my son, Joseph Anthony _____.

C. I appoint my daughter, ANGELA _____, to be the TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL for the benefit of the issue of my children, Salvatore Michael _____ and Louisa Maria _____. If my daughter, ANGELA _____, shall have predeceased me or having survived me, fails to qualify or having qualified, ceases to act as the TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL, for the benefit of the issue of my children, Salvatore Michael _____

and Louisa Maria _____, I appoint my children, JOSEPH ANTHONY _____, SALVATORE MICHAEL _____ and LOUISA MARIA _____, in the order named, as alternate or successor TRUSTEE of the trust(s) created under Paragraph B. of Article FIFTH of this MY WILL for the benefit of the issue of my children, Salvatore Michael _____ and Louisa Maria _____.

TENTH: In case of any vacancy in the office of TRUSTEE, a successor TRUSTEE shall be appointed by written instrument signed and acknowledged by a majority of those beneficiaries not under any legal disability who would be entitled to a share of the principal if the trust were to terminate at the time of such appointment. In the event that all beneficiaries are under some legal disability, then in such event the successor TRUSTEE shall be appointed by the terminating TRUSTEE by written instrument signed and acknowledged in a manner suitable for the recording of deeds to real property, or if the terminating TRUSTEE fails to appoint his successor, the successor TRUSTEE shall be appointed by the named EXECUTOR under the Last Will and Testament of the last acting TRUSTEE or the Administrator of the Estate of the last acting TRUSTEE. Such instrument of appointment may specify alternate or successor TRUSTEES. All provisions of this MY WILL shall apply to any successor TRUSTEE(S) as if originally named herein.

ELEVENTH: I direct that no fiduciary shall be required to give any bond or other security for the faithful performance of his or her duties or if any bond is required, he or she shall not be required to give any surety thereon. No fiduciary at any time acting hereunder shall be required to file periodic accountings in any court, but such fiduciary may do so at any time or times if he or she shall deem the filing of any such account advisable.

TWELFTH: The following provisions, in addition to all others herein, shall apply to my EXECUTOR and TRUSTEES and their duly appointed successors to the extent permitted by law:

1. TO EXERCISE POWERS WITHOUT ORDER OF COURT: No EXECUTOR and TRUSTEE shall be required to obtain the order or approval of any court in the exercise of any power or discretion herein given;

2. SUCCESSOR EXECUTORS AND TRUSTEES: Every Successor EXECUTOR and TRUSTEE shall have all title, powers, and discretion herein given to my EXECUTOR and TRUSTEE without act of conveyance or transfer;

3. EXONERATION FROM LIABILITY: Each EXECUTOR and TRUSTEE shall be deemed to have acted within the scope of his authority, to have exercised reasonable care, diligence and prudence, and to have acted impartially as to all persons interested unless the contrary be proved by affirmative evidence, and in the absence of such proof shall not be liable for loss arising from depreciation or shrinkage in value of any property herein authorized to be held or acquired;

4. GENERAL AUTHORITY OF EXECUTOR AND TRUSTEES: No person or other entity dealing with the EXECUTOR and TRUSTEES in any transaction affecting my estate or the trust(s) created hereunder shall be required to inquire or investigate into the authority for entering into such transaction, or to see to the application made by them of the proceeds of any such transaction;

5. POWER TO RESIGN: Any individual EXECUTOR or TRUSTEE acting hereunder may resign at any time, without court application or approval, by an instrument in writing, signed by such fiduciary, and delivered to any other EXECUTOR or TRUSTEE then acting, if any, and also to the successor EXECUTOR(S) and TRUSTEE, if any;

6. POWER TO DELEGATE: Any EXECUTOR and TRUSTEE acting hereunder may delegate, at any time or from time to time, any or all of his rights, powers, duties, and authority, whether or not discretionary, to any other EXECUTOR or TRUSTEE acting hereunder; provided, however, that any such delegating instrument shall be revocable at any time;

7. LEGAL COUNSEL: To consult with legal counsel (who may be counsel for either the EXECUTOR or TRUSTEES or both) with respect to the construction of this, MY WILL, or their duties thereunder, or with respect to any legal proceeding or any question of law or fact involving my estate, and my EXECUTOR and TRUSTEES shall be fully protected with respect to any action taken or omitted by them in good faith pursuant to the advice of such counsel;

8. INVESTMENT COUNSEL: I hereby authorize my EXECUTOR and TRUSTEE, in respect to investment and reinvestment, to employ investment counsel to assist in the supervision of investments and to pay reasonable fees for these services, such payments to be charged either directly to corpus or as an expense against income, subject to the discretion of the EXECUTOR and TRUSTEES. My EXECUTOR and TRUSTEE are given the right to change investment counsel at any time or from time to time and to appoint some other person, firm, corporation or other entity, to act in such capacity either upon the resignation or the removal of the investment counsel;

9. DISCRETIONARY MANAGEMENT ACCOUNTS: I hereby authorize my EXECUTOR and TRUSTEE, in further regard to their powers of investment and reinvestment, to delegate their authority to invest and reinvest, specifically including but not limited to the power to buy, sell and swap any form or type of security or other asset to reputable broker-dealer banking and/or trust

institutions for the purpose of funding or maintaining a discretionary management account or accounts, by whatever name such accounts are described by the entity providing such service(s);

10. ACCOUNTANTS: I hereby authorize my EXECUTOR and my TRUSTEE to retain and pay for the services of a certified public accounting firm of their respective selection;

11. EXONERATION FROM PERIODIC JUDICIAL ACCOUNTING: The TRUSTEE shall not be required to file any periodic accounting with any court with respect to any trust created hereunder, provided that the TRUSTEE shall at all times, at his or her option, be entitled to obtain a judicial settlement of his accounts. The TRUSTEE shall, however, render at least annually to each person who is then an income beneficiary under any trust created herein a statement of account showing all receipts, disbursements, and distributions of both principal and income from such trust since the last such statement. Unless such account is objected to in writing within sixty (60) days from the rendition thereof, such account shall be deemed approved as stated. The approval of such persons, or of their guardians or legal representatives, of such statement shall, as to all matters and transactions stated in the account or shown by it, be final and binding on all persons, whether or not in being, who are then or who thereafter may become entitled to share in either the income or the principal of any trust created herein;

12. POWER TO ALLOCATE TO PRINCIPAL AND/OR INCOME: To make reasonable determinations whether any money or other property, including, but not limited to, liquidating or other dividends, or the proceeds of any rights or privileges, coming into their hands should be treated as principal or income, or partly principal and partly income; and to determine whether any distribution, disbursement, expenses, or taxes shall be charged against income or principal;

13. REAL ESTATE: To manage, operate, repair, alter or improve real estate or other property, and to lease real estate and other property upon such terms and for such periods as my EXECUTOR and my TRUSTEES may deem advisable;

14. DISTRIBUTION IN KIND: To identify assets specifically disposed of and to carry out the division or partition of any property held hereunder, to distribute portions thereof or individual interests therein in cash or in kind, including and without regard to the disproportionate nature of such a division or distribution, with any such distribution in kind to be valued as of the date of distribution thereof, and, to the extent permitted by law, to make binding valuation of such property;

15. DISPROPORTIONATE DISTRIBUTION OF DEBT IN KIND: The EXECUTOR and the TRUSTEE may at any time or from time to time make distributions of a debt or debts, whether in whole or in part, due the TESTATOR from the issue of the TESTATOR, the spouse of the TESTATOR or any entity in which the TESTATOR at any time had an interest, to any residuary beneficiary of this MY WILL, specifically including the maker of any such debt. In payment and satisfaction of any such beneficiary's interest in the TESTATOR'S estate or the Trust(s) created hereunder, any such payment and/or distribution may be made without regard to the disproportionate application of assets comprising the estate or any Trust(s) created hereunder;

16. PURCHASE AND SALE OF ESTATE ASSETS: To sell assets of the estate and to purchase assets on behalf of the estate, specifically including, but not limited to, transactions with the Trustees of any Trust at any time created by the TESTATOR and/or by the spouse of the TESTATOR and in the event the EXECUTOR and/or TRUSTEE elect(s) to exercise this power, their determination as to the property to be used for such purposes shall be within their absolute

discretion, and such fiduciaries, upon exercising their power in good faith, shall be fully exonerated with respect to any and all liabilities resulting from such sale(s) and purchase(s);

17. GENERATION SKIPPING TRANSFER TAX EXEMPTIONS: When and if applicable, my EXECUTOR may elect to treat all or any portion of the trusts created or gifts made hereunder, as she shall determine to be appropriate, as exempt from the Generation Skipping Transfer Tax imposed by Chapter 13 of the Internal Revenue Code, with such election to be filed in the manner as specified in the regulations from time to time issued under the Internal Revenue Code;

18. POWER TO TERMINATE TRUSTS: If my TRUSTEE, in his or her sole discretion, determine that by virtue of the value or amount of the trust property it is no longer economically justified or feasible to continue the administration of any trust created herein, then my TRUSTEE may, without further responsibility, terminate any such trust and pay the then remaining principal and income of such trust to the person then eligible to receive income therefrom, and if there is more than one such person, to them in such amounts or proportions as my TRUSTEE, in his or her sole discretion, may deem appropriate. If any such person is a minor or is in my TRUSTEE'S opinion disabled by advanced age, illness or other cause, my TRUSTEE may pay any amount distributable to him or her to his or her parent, guardian, committee, conservator, or other legal representative, or in the case of a minor, shall administer and dispose of such property pursuant to the provisions of Article SEVENTH of this MY WILL.

THIRTEENTH: In addition to the basic powers in Section 11-1.1 of the New York Estates, Powers and Trusts Law, which I hereby confer upon my EXECUTOR and TRUSTEE and incorporate by reference thereto, I give my EXECUTOR and TRUSTEE the fullest power and

authority in all matters and questions to do all acts which I might or could do if living, including, without limitation, complete power and authority to invest and reinvest any funds in my estate in any property, of any kind or nature, without being limited or restricted to investments prescribed or authorized for executors or trustees by the laws of any State; to hold and retain any part of my estate in the form in which the same may be at the time of my decease; to sell any assets, at public or private sale, for cash or credit, with or without security; to borrow money with or without security; to mortgage, refinance, lease and dispose of and distribute in kind, all property, real and personal, and specifically including the distribution to any legatee(s) hereunder of evidences of indebtedness made by such legatee(s), at such times and upon such terms and conditions, including the disproportionate distribution of any one or more of any assets without regard to its type or quantity, as they may determine; all of these powers to be exercised without court order. In addition to all of the above, I give my EXECUTOR and TRUSTEE the power to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust). I request (but do not direct) that my EXECUTOR or TRUSTEE make distributions in a manner which will result in the property sold to satisfy obligations of my estate or of any trust having an aggregate income tax basis as close as possible to its aggregate fair market value and, to the extent consistent with the foregoing objective, in a manner which will result in maximizing the aggregate increase in income tax basis of assets of my estate (or such trust) on account of federal and state estate, inheritance and succession taxes attributable to appreciation of such assets.

In addition to those powers enumerated above, with respect to any business interest which I may own at the time of my death which shall at any time constitute part of my estate or any trust created hereunder, including funds held hereunder for persons under the age of twenty-one (21) years, whether any business interest is organized as a sole proprietorship, partnership or corporation, I grant to my EXECUTOR and to my TRUSTEE the following powers:

1. To retain and continue any such business for such time as my EXECUTOR or my TRUSTEE may deem advisable and to enlarge, diminish or change the scope or nature of the activities of any such business;

2. To direct, control, supervise, manage, operate or participate in the operation of any such business and to determine the manner and degree of its active participation in the management of any such business and to that end to delegate all or any such powers to such persons as they may select, including, without limitation, any associate, director, officer or employee of such business;

3. To engage, compensate and discharge, or, as the stockholder owning the stock of any such corporation, or as an owner of any other type of entity, to vote to engage, compensate and discharge such manager, employees, agents, attorneys, accountants, consultants or other representatives as my EXECUTOR or my TRUSTEE may deem advisable, including, without limitation, any person who is a beneficiary or individual fiduciary under this MY WILL;

4. To invest or employ in any such business and to make loans or utilize as collateral for loans to any such business, such other assets of my estate or of the trust(s) in which such business interest is held as they may deem advisable;

5. To sell, dissolve or liquidate all or any part of any such business, or any other asset of my estate, at such time or times and upon terms and conditions as they may deem advisable, and in connection therewith to make any such sale to any person who is a beneficiary or individual fiduciary under this MY WILL, or to make any such sale to trusts created by me or my spouse, all such transactions are to be made without court order;

6. To incorporate any such business and to hold the stock as an asset of my estate or the trust in which such business interest was held;

7. To borrow money without personal liability therefor and to secure its repayment by bond and mortgage, pledge or hypothecation, including borrowings from any trust which I or my spouse may have created;

8. With respect to the retention, continuance and disposition of any such business, to exercise all the rights and powers, although not herein specifically mentioned, which I would have were I to make the decision at the time of such exercise.

If any business shall be unincorporated and subject to personal liability, contractual and tort liabilities arising out of such business shall first be satisfied out of the business and second out of my estate or the trust in which such business is held. In no event shall any such liability be a liability of my EXECUTOR or my TRUSTEE, but if my EXECUTOR or my TRUSTEE shall be held liable therefor, they shall be entitled to indemnification from such business or from my estate or such trust. My EXECUTOR and my TRUSTEE shall also not be liable for any decision made pursuant to the powers granted herein and any such decision shall be solely at the risk of such business or my estate or such trust.

FOURTEENTH: Anything hereinbefore contained to the contrary notwithstanding, if any beneficiary shall, within nine (9) months of the date of my death, renounce any interest in my estate, whether passing under this MY WILL or otherwise, then I direct my EXECUTOR or my TRUSTEES, as the case may be, to transfer, pay over and distribute such renounced interest to the beneficiaries who would be entitled thereto as if such renouncing party had predeceased me.

FIFTEENTH: Notwithstanding anything herein contained to the contrary, in the event my TRUSTEES shall receive securities of any corporation which, during the period of my TRUSTEES shall hold legal title to such securities, has elected treatment as an "S Corporation" under § 1361 of the Internal Revenue Code of 1986 (the "Code") or any successor section(s) thereto, my TRUSTEES shall qualify any Trust created hereunder as an "electing small business trust" as the same be defined by § 1361(e) or shall qualify any Trust created hereunder as a "Qualified Subchapter S Trust" as the same be defined by § 1361(d)(3) of the Code including the establishment of separate trusts as interests may appear and the terms of trust shall be deemed amended to read as follows:

(i) during the life of the income beneficiary, there shall be only one (1) income beneficiary of the trust,

(ii) any corpus distributed during the life of the income beneficiary may be distributed only to such beneficiary,

(i) the income interest of the income beneficiary in the trust shall terminate on the earlier of such beneficiary's death or the termination of the trust, and

(iv) upon the termination of the trust during the life of the income beneficiary, the trust shall distribute all of its assets to such beneficiary, and all of the income (within the meaning of

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§ 643(b) of the Code) of which is distributed (or required to be distributed) be currently distributed to one (1) individual who is a citizen or a resident of the United States.

It is my intention that in any eventuality in which my TRUSTEES shall receive Subchapter S Corporation Stock, including those instances where such stock is held under a power in trust pursuant to the terms of Article SEVENTH, that my TRUSTEES be expressly empowered to take such action as shall ensure the preservation of the Subchapter S status of the Corporation the securities of which are delivered to my TRUSTEES.

SIXTEENTH: Notwithstanding the foregoing provisions of this MY WILL, each trust hereunder for the benefit of a descendant of mine who is not in being at the time of my death shall in any event terminate and the principal thereof shall be transferred, paid over and delivered to such descendant upon the expiration of twenty-one (21) years following the death of the last survivor of my descendants in being at the time of my death.

SEVENTEENTH: If my wife, LUIGINA _____, and I shall die under such circumstances that, in the sole opinion of my EXECUTOR, it cannot be readily ascertained which of us was the first to die, it shall be presumed that my wife survived me and MY WILL shall be so construed. If I and any other beneficiary under this Will shall die under similar circumstances, it shall be presumed that such beneficiary predeceased me and MY WILL shall be so construed.

EIGHTEENTH: As used herein, each of the masculine, feminine or neuter genders shall include the other genders, the singular shall include the plural and the plural shall include the singular, wherever appropriate to the context.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this my LAST WILL AND TESTAMENT, this 20th day of September, two thousand and ten.

_____ L.S.
JOSEPH _____

THE FOREGOING INSTRUMENT, consisting of nineteen (19) typewritten pages, (including this page), was SIGNED, SEALED, PUBLISHED and DECLARED by the above-named TESTATOR, JOSEPH _____, in the presence of us who were all present at the same time, and who, in her presence, at his request and in the presence of each other, have hereunto subscribed our names and addresses as attesting witnesses thereto this 20th day of September, two thousand and ten.

_____ residing at

_____ residing at

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STATE OF NEW YORK)
) SS.:
COUNTY OF QUEENS)

The within named _____ and _____, being duly severally sworn, depose and say:

That they witnessed the execution of the within Will of the aforementioned TESTATOR, JOSEPH _____; that said JOSEPH _____ subscribed said Will and declared the same to be his Last Will and Testament in the presence of them, who were all present at the same time at 160-05 Horace Harding Expressway, Flushing, New York, on the 20th day of September, 2010; that they thereafter subscribed the same as witnesses thereto in the presence of said JOSEPH _____, at his request and in the presence of each other; that said JOSEPH _____ at the time of the execution of said Will was known to them to be the said JOSEPH _____ and appeared to them to be of full age and sound disposing mind and memory and competent in every respect to make a Will and not under any restraint; and that they make this Affidavit at the request of said JOSEPH _____ and after having examined the within said Will, to which this Affidavit is attached.

Sworn to before me this
20th day of September, 2010.

NOTARY PUBLIC

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