

## **The Last Will and Testament of Joseph P. DiMaggio**

I, JOSEPH P. DIMAGGIO, of the City of Hollywood, County of Broward and State of Florida, being of sound and disposing mind and memory do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils by me heretofore made.

### **ARTICLE I** **STATEMENT ON FAMILY MEMBERS**

I am not married, and I have one adult child and two (2) grandchildren, to wit: my son, JOSEPH PAUL DIMAGGIO, JR., and my grandchildren, KATHERINE MARIE DIMAGGIO and PAULA SUE DIMAGGIO, both of whom are adopted children of my said son.

### **ARTICLE II** **PAYMENT OF DEBTS, TAXES AND COSTS OF ADMINISTRATION**

I direct that all estate, inheritance, succession and other death taxes of any nature, together with any interest and penalties thereon, which may be levied or assessed by reason of my death by the laws of any state or of the United States with respect to property passing under this Will or any other property shall be considered a cost of administration of my estate, and that such taxes, together with all debts which I am legally obligated to pay at the time of my death, my last illness and funeral expenses and other costs of administration of my estate, shall be paid out of my residuary estate. In the event my residuary estate is insufficient to pay such debts, expenses, costs and taxes, I direct that the amount thereof in excess of residuary estate shall be paid from other assets in the order provided by law. I authorize my Personal Representative to pay any and all of my debts which it feels, in its sole judgment and discretion, to be just and reasonable without the necessity of a formal claim being filed in the court by the creditor; provided, however, that my Personal Representative shall file its sworn statement with the court as to such debts paid within the prescribed time provided by law.

I authorize my Personal Representative to spend such sums for funeral expenses, the acquisition of a burial site, the erection of a suitable headstone or monument over my grave and for the perpetual care of my grave as he may think proper, without regard to any provisions of law limiting such expenditures.

### **ARTICLE III** **CASH BEQUESTS**

I hereby give and bequeath the sum of One Hundred Thousand Dollars (\$100,000) to my nephew, JOSEPH DIMAGGIO (son of my deceased brother, MIKE DIMAGGIO).

### **ARTICLE IV** **BEQUEST OF TANGIBLE PERSONAL PROPERTY**

(A) I hereby give and bequeath to my granddaughter, PAULA SUE DIMAGGIO, outright, if living, any and all tangible personal property, (excluding cash, stocks, bonds and real estate) which I may own at the time of my death. This bequest includes, but is not limited to, household furnishings, silverware, china or linens, automobiles and jewelry together with all the prepaid insurance policies on the above items. If PAULA SUE DIMAGGIO shall not

survive me, then I give, devise and bequeath to her surviving issue, in equal shares per stirpes, all my tangible personal property (excluding cash, stocks, bonds and real estate) which I may own at the time of my death. This bequest includes, but is not limited to, household furnishings, silverware, china or linens, automobiles and jewelry together with all prepared insurance policies on the above items.

(B) Alternate Bequest. If there is no living issue of PAULA SUE DIMAGGIO, then I bequeath any and all of my tangible personal property to my granddaughter, KATHERINE MARIE DIMAGGIO, outright, if living, if not, then to her issue, in equal shares, per stirpes. My granddaughter's issue shall divide such property among themselves amicably if able to do so; otherwise, my Personal Representative shall make the division in any manner deemed advisable, and the decisions of my Personal Representative shall be final and binding on all concerned.

If any beneficiary should be under the age of eighteen (18) years at the time distribution is required to be made to him or her under this Article of my Last Will and Testament, my Personal Representative is authorized to distribute such beneficiary's portion of this property to any suitable person selected by them, to be free of trust, for distribution to such beneficiary when he or she reaches his or her majority, and a receipt of such person shall constitute a complete acquittance to my Personal Representative.

(C) Any property that is not distributed under this Article because the named beneficiary does not survive me, shall pass under and be distributed as part of residuary estate.

#### **ARTICLE V** **YANKEE CLIPPER ENTERPRISES, INC.**

I hereby direct that my Personal Representative liquidate the corporation, YANKEE CLIPPER ENTERPRISES, INC., of which I owe one hundred percent (100%) of the outstanding stock as soon after my death as possible. My personal Representative shall have the power to appoint directors and officers of YANKEE CLIPPER ENTERPRISES, INC. to effectuate the necessary liquidation of the corporation. I direct that all real estate owned by the corporation be sold as soon as possible after my death. I direct that the assets of the Corporation on liquidation be distributed to my residuary estate pursuant to the terms and conditions thereof.

#### **ARTICLE VI** **GREAT GRANDCHILDREN'S TRUSTS**

I give, devise and bequeath the following:

(A) The sum of Two Hundred Fifty Thousand Dollars (\$250,000) to my Trustees IN TRUST, for the following uses and purposes, said Trust to be know as the KENDAHL R. STEIN TRUST:

(1) Use of Income. My Trustee shall distribute all of the net income of the Trust on a monthly or more convenient basis, but at least quarterly, to or for the benefit of my great granddaughter, KENDAHL R. STEIN.

While any beneficiary is under the age of twenty-one (21), the Trustee shall use so much of the income of her fund for her reasonable support, comfort and education, as the Trustee determines to be required for these purposes. After she attains the age of twenty-one (21),

the Trustee shall pay all of the current net income of her fund for her.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for the benefit of my great granddaughter, KENDAHL R. STEIN, from her Trust, so much of the principal of the Trust as may be needed for her proper maintenance, support, education, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be final and binding upon all persons whomsoever, and my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) Mandatory Distribution of Principal. My Trustee shall distribute to my great granddaughter, KENDAHL R. STEIN, from her separate Trust one-third (1/3) of the principal of her fund at the age of thirty (30). When my granddaughter shall have attained the age of thirty-five (35) years, the Trustee shall distribute to her one-half (1/2) of the remaining principal of her fund. When my granddaughter shall have attained the age of forty (40) years, the Trustee shall distribute to her the balance of the funds.

(4) Death of Great Grandchild. Should my great granddaughter, KENDAHL R. STEIN, die before her separate Trust has been distributed absolutely to her, the then remaining principal of such Trust shall be distributed to her issue, in equal shares, per stirpes, and if none, then to her brother, MITCHELL J. STEIN, if living, and if not, then to her brother's issue, in equal shares, per stirpes. Any portion thereof so divided and set apart for any issue who is the beneficiary of a separate trust hereunder which has not yet been fully distributed shall be added to the principal of such trust and managed and distributed as a part thereof under the terms of this Article; and any portion thereof set apart for any issue who is the beneficiary of a separate trust hereunder which has been fully distributed shall be distributed absolutely to such issue.

(B) The sum of Two Hundred Fifty Thousand Dollars (\$250,000) to my Trustees, IN TRUST, for the following uses and purposes, said Trust to be know as the MITCHELL J. STEIN TRUST:

(1) Use of Income. My Trustee shall distribute all of the net income of the Trust on a monthly or more convenient basis, but at least quarterly, to or for the benefit of my great granddaughter, MITCHELL J. STEIN.

While any beneficiary is under the age of twenty-one (21), the Trustee shall use so much of the income of his fund for his reasonable support, comfort and education, as the Trustee determines to be required for these purposes. After he attains the age of twenty-one (21), the Trustee shall pay all of the current net income of his fund to him.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for the benefit of my great grandson, MITCHELL J. STEIN, from his Trust, so much of the principal of the Trust as may be needed for his proper maintenance, support, education, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be final and binding upon all persons whomsoever, and my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) Mandatory Distribution of Principal. My Trustee shall distribute to my great grandson, MITCHELL J. STEIN, from his separate Trust one-third (1/3) of the principal of his fund at the age of thirty (30). When my grandson shall have attained the age of thirty-five (35) years, the Trustee shall distribute to him one-half (1/2) of the remaining principal of his fund. When my grandson shall have attained the age of forty (40) years, the Trustee shall distribute to him the balance of the funds.

(4) Death of Great Grandchild. Should my great grandson, MITCHELL J. STEIN, die before his separate Trust has been distributed absolutely to him, the then remaining principal of such Trust shall be distributed to his issue, in equal shares, per stirpes, and if none, then to his sister brother, KENDAHL R. STEIN, if living, and if not, then to his sister's issue, in equal shares, per stirpes. Any portion thereof so divided and set apart for any issue who is the beneficiary of a separate trust hereunder which has not yet been fully distributed shall be added to the principal of such trust and managed and distributed as a part thereof under the terms of this Article; and any portion thereof set apart for any issue who is the beneficiary of a separate trust hereunder which has been fully distributed shall be distributed absolutely to such issue.

(C) The sum of Five Hundred Thousand Dollars (\$500,000) to my Trustees, IN TRUST, for the following uses and purposes, said Trust to be know as the VALERIE F. HAMRA TRUST:

(1) Use of Income. My Trustee shall distribute all of the net income of the Trust on a monthly or more convenient basis, but at least quarterly, to or for the benefit of my great granddaughter, VALERIE F. HAMRA .

While any beneficiary is under the age of twenty-one (21), the Trustee shall use so much of the income of her fund for her reasonable support, comfort and education, as the Trustee determines to be required for these purposes. After she attains the age of twenty-one (21), the Trustee shall pay all of the current net income of her fund for her.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for the benefit of my great granddaughter, VALERIE F. HAMRA, from her Trust, so much of the principal of the Trust as may be needed for her proper maintenance, support, education, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be final and binding upon all persons whomsoever, and my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) Mandatory Distribution of Principal. My Trustee shall distribute to my great granddaughter, VALERIE F. HAMRA, from her separate Trust one-third (1/3) of the principal of her fund at the age of thirty (30). When my granddaughter shall have attained the age of thirty-five (35) years, the Trustee shall distribute to her one-half (1/2) of the remaining principal of her fund. When my granddaughter shall have attained the age of forty (40) years, the Trustee shall distribute to her the balance of the funds.

(4) Death of Great Grandchild. Should my great granddaughter, VALERIE F. HAMRA, die before her separate Trust has been distributed absolutely to her, the then remaining principal of such Trust shall be distributed to her issue, in equal shares, per stirpes, and if none, then

to her sister VANESSA S. HAMRA, if living, and if not, then to her sister's issue, in equal shares, per stirpes. Any portion thereof so divided and set apart for any issue who is the beneficiary of a separate trust hereunder which has not yet been fully distributed shall be added to the principal of such trust and managed and distributed as a part thereof under the terms of this Article; and any portion thereof set apart for any issue who is the beneficiary of a separate trust hereunder which has been fully distributed shall be distributed absolutely to such issue.

(D) The sum of Five Hundred Thousand Dollars (\$500,000) to my Trustees, IN TRUST, for the following uses and purposes, said Trust to be know as the VANESSA S. HAMRA TRUST:

(1) Use of Income. My Trustee shall distribute all of the net income of the Trust on a monthly or more convenient basis, but at least quarterly, to or for the benefit of my great granddaughter, VANESSA S. HAMRA .

While any beneficiary is under the age of twenty-one (21), the Trustee shall use so much of the income of her fund for her reasonable support, comfort and education, as the Trustee determines to be required for these purposes. After she attains the age of twenty-one (21), the Trustee shall pay all of the current net income of her fund for her.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for the benefit of my great granddaughter, VANESSA S. HAMRA , from her Trust, so much of the principal of the Trust as may be needed for her proper maintenance, support, education, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be final and binding upon all persons whomsoever, and my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) Mandatory Distribution of Principal. My Trustee shall distribute to my great granddaughter, VANESSA S. HAMRA , from her separate Trust one-third (1/3) of the principal of her fund at the age of thirty (30). When my granddaughter shall have attained the age of thirty-five (35) years, the Trustee shall distribute to her one-half (1/2) of the remaining principal of her fund. When my granddaughter shall have attained the age of forty (40) years, the Trustee shall distribute to her the balance of the funds.

(4) Death of Great Grandchild. Should my great granddaughter, VANESSA S. HAMRA , die before her separate Trust has been distributed absolutely to her, the then remaining principal of such Trust shall be distributed to her issue, in equal shares, per stirpes, and if none, then to her sister VALERIE F. HAMRA, if living, and if not, then to her sister's issue, in equal shares, per stirpes. Any portion thereof so divided and set apart for any issue who is the beneficiary of a separate trust hereunder which has not yet been fully distributed shall be added to the principal of such trust and managed and distributed as a part thereof under the terms of this Article; and any portion thereof set apart for any issue who is the beneficiary of a separate trust hereunder which has been fully distributed shall be distributed absolutely to such issue.

**ARTICLE VII**  
**RESIDUARY ESTATE**

All of the rest, residue and remainder of my estate of every kind, nature and sort whatsoever, real personal or mixed, legal or equitable and wheresoever situated, which I may own, possess, hold or be seized of or entitled to, or over which I have any power of appointment at the time of my death, together with the income, rents, profits, interest and increments thereof, which may arise or accrue therefrom, I give, devise and bequeath as follows:

(A) Forty-five percent (45%) to the JOSEPH PAUL DIMAGGIO, JR., TRUST to be held, IN TRUST, by my Trustees hereinafter named, for the following uses and purposes:

(1) Use of Income. My Trustee shall distribute the total amount sum of Twenty Thousand Dollars (\$20,000) of the net income of the Trust on a monthly or more convenient basis, but at least quarterly, to my son, JOSEPH PAUL DIMAGGIO, JR. All net income in excess of Twenty Thousand Dollars (\$20,000.00) shall be accumulated and added to the principal of the Trust. Notwithstanding the fair market value of the assets of his Trust, this provision as to the net income must be strictly adhered to.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for the benefit of my son, from his Trust, so much of the principal of the Trust as may be needed for his proper maintenance, support, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) General Power of Appointment. Upon the death of my son, JOSEPH P. DIMAGGIO, JR., all of the remaining principal and accumulated income of the JOSEPH P. DIMAGGIO, JR. TRUST shall be distributed as my son, JOSEPH P. DIMAGGIO, JR., may appoint by his Will and by specific reference to this Power of Appointment. The Appointment may be made only to discharge his personal legal obligations owing at his death. Any property that remains in the Trust at the death of my son that has not been appointed by his Will in accordance with the above power vested in him shall be used to pay such portion of the estate taxes payable upon his estate but not more than the difference between the amount of those taxes that would be payable upon his taxable estate exclusive of the value of this trust and the amount of the taxes payable.

(4) Distribution Upon Death of Son if Power of Appointment is Not Exercised. In the default of effective exercise of the above-referenced General Power of Appointment, the remaining principal shall be distributed as follows:

(a) Thirty percent (30%) to the KATHERINE MARIE DIMAGGIO TRUST created under this my Last Will and Testament.

(b) Seventy percent (70%) to the PAULA SUE DIMAGGIO TRUST created under this my Last Will and Testament.

(B) Fifteen percent (15%) to the KATHERINE MARIE DIMAGGIO TRUST, to be held, IN TRUST, by my Trustees hereinafter named, for the following uses and purposes:

(1) Use of Income. My Trustee shall distribute all of the net income to or for the benefit of my granddaughter, KATHERINE MARIE DIMAGGIO, from her Trust on a monthly or more convenient basis, but at least quarterly.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for

the benefit of my granddaughter, KATHERINE MARIE DIMAGGIO, from her Trust, so much of the principal of the Trust, so much of the principal of the Trust as may be needed for per proper maintenance, support, education, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be final and binding upon all persons whomsoever, and my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) General Power of Appointment. Should my granddaughter, KATHERINE MARIE DIMAGGIO, die before her separate Trust has been distributed absolutely to her, the then remaining principal of such Trust shall be distributed, upon the death of my granddaughter as she may appoint by her Will and by specific reference to this Power of Appointment. The appointment may be made only to discharge her personal legal obligations owing at her death. Any property that remains in the Trust at the death of my granddaughter that has not been appointed by her Will in accordance with the above power vested in her shall be used to pay such portion of the estate taxes payable upon her estate as may be requested by the Personal Representative of her estate but not more than the difference between the amount of those taxes that would be payable upon her taxable estate exclusive of the value of this Trust and the amount of the taxes payable.

(4) Distribution Upon Death of Granddaughter if Power of Appointment is Not Exercised. In the default of effective exercise of the above-referenced General Power of Appointment, the remaining principal shall be distributed to her living issue, per stirpes, subject to the same terms and provisions of the Trusts created for her children's benefits in Article VII of this, my Last Will and Testament. In the event there are no such issue then living, the then remaining principal of the separate trust of my deceased granddaughter shall be distributed to the PAULA SUE DIMAGGIO TRUST. Any portion thereof so divided and set apart for any issue who is the beneficiary of a separate trust hereunder which has not yet been fully distributed shall be added to the principal of such trust and held in further trust and managed and distributed as a part thereof under the terms of this Article; and any portion thereof set apart for any issue who is the beneficiary of a separate trust hereunder which has been fully distributed shall be distributed absolutely to such issue.

(C) Forty percent (40%) to the PAULA SUE DIMAGGIO TRUST, to be held, IN TRUST by my Trustees hereinafter named, for the for the following uses and purposes:

(1) Use of Income. My Trustee shall distribute all of the net income to or for the benefit of my granddaughter, PAULA SUE DIMAGGIO, from her Trust on a monthly or more convenient basis, but at least quarterly.

(2) Discretionary Distribution of Principal. In addition, my Trustee may distribute to or for the benefit of my granddaughter, PAULA SUE DIMAGGIO, from her Trust, so much of the principal of the Trust as may be needed for her proper maintenance, support, education, health and welfare. Said distribution shall be at the sole and absolute discretion of my Trustee and any such distribution made by my Trustee shall be final and binding upon all persons whomsoever, and my Trustee shall be liable only for their acts or gross negligence and willful misconduct. The decision of my Trustee shall not be questioned by any beneficiary.

(3) General Power of Appointment. Should my granddaughter, PAULA SUE DIMAGGIO,

die before her separate Trust has been distributed absolutely to her, the then remaining principal of such Trust shall be distributed, upon the death of my granddaughter as she may appoint by her Will and by specific reference to this Power of Appointment. The appointment may be made only to discharge her personal legal obligations owing at her death. Any property that remains in the Trust at the death of my granddaughter that has not been appointed by her Will in accordance with the above power vested in her shall be used to pay such portion of the estate taxes payable upon her estate as may be requested by the Personal Representative of her estate but not more than the difference between the amount of those taxes that would be payable upon her taxable estate exclusive of the value of this Trust and the amount of the taxes payable.

(4) Distribution Upon Death of Granddaughter if Power of Appointment is Not Exercised. In the default of effective exercise of the above-referenced General Power of Appointment, the remaining principal shall be distributed to her living issue, per stirpes, subject to the same terms and provisions of the Trusts created for her children's benefit in Article VII of this, my Last Will and Testament. In the event there are no such issue then living, the then remaining principal of the separate trust of my deceased granddaughter shall be distributed to the KATHERINE MARIE DIMAGGIO TRUST. Any portion thereof so divided and set apart for any issue who is the beneficiary of a separate trust hereunder which has not yet been fully distributed shall be added to the principal of such trust and held in further trust and managed and distributed as a part thereof under the terms of this Article; and any portion thereof set apart for any issue who is the beneficiary of a separate trust hereunder which has been fully distributed shall be distributed absolutely to such issue.

#### **ARTICLE VIII** **SIMULTANEOUS DEATH**

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

#### **ARTICLE IX** **PERSONAL REPRESENTATIVE AND TRUSTEE**

(A) Appointment of Personal Representative. I hereby nominate, constitute and appoint my dear friend and attorney, MORRIS ENGELBERG, ESQ., as Personal Representative of my estate. MORRIS ENGELBERG, ESQ. may designate an individual or a band or trust company to act as his successor in the event he ceases to act. MORRIS ENGELBERG, ESQ. shall receive no fees and/or commissions for serving as Personal Representative of my Estate. I hereby appoint MORRIS ENGELBERG, ESQ. as the attorney for my Estate.

(B) Appointment of Trustee. I hereby nominate, constitute and appoint MORRIS ENGELBERG as the Trustee for each trust hereby created under this my Last Will and Testament.

MORRIS ENGELBERG may, in addition, designate an individual or a bank or trust company to act as an additional Trustee or as his successor in the event he ceased to act. I hereby grant to MORRIS ENGELBERG the power to change the Trustee or Trustees, in writing, at any time during his lifetime for any reason whatsoever. I hereby grant to MORRIS ENGELBERG the power to remove the corporate Trustee, if any, at any time. If

there is a sole Trustee acting as such said Trustee may, but shall not be required to, appoint an additional Trustee. Any designation may be revoked by the person making such designation at any time prior to the qualification of the person designated.

If, at any time, (i) a sole acting Trustee who is required to do so fails to appoint an additional Trustee within thirty (30) days of the creation of a vacancy, or (ii) there is no Trustee acting and no successor named in this Article or designated as provided in this Article is available to act, then PALM BEACH NATIONAL BANK AND TRUST COMPANY and PAULA SUE DIMAGGIO shall become Co-Trustees.

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS PERTAINING TO PERSONAL**  
**REPRESENTATIVE AND TRUSTEE**

(A) Waiver of Bond. I direct that no Personal Representative, Trustee or Guardian named in this Will shall be required to furnish any bond or other security in any jurisdiction for the faithful performance of their duties as such, the same being specifically waived hereby.

(B) Waiver of Registration. I hereby waive compliance by my Trustee with the provisions of the Florida Statutes as they now exist requiring registration, administration or filing of accountings by my Trustee to any Court. I further waive compliance with any other law now or hereinafter enacted in effect requiring qualification, registration, administration or filing of accountings by my Trustee to any court.

(C) Accounting by Trustee. The Trustee shall prepare an account for each taxable year of each trust and whenever a Trustee ceases to serve, an account shall be prepared from the time of the last prior account through the end of the period of service. The Trustee shall keep each account available for inspection by and shall deliver copies of the beneficiaries eligible within the period covered thereby to receive benefits from the trust which is the subject of said account. The written approval of an account by such a beneficiary is a minor or otherwise incompetent, shall be final and binding as to all matters stated therein or shown thereby upon that beneficiary and upon all persons then or thereafter claiming any interest through or under him or her in the income or principal or such trust. Failure of such beneficiary, or of his or her parent or guardian if such beneficiary is a minor or otherwise incompetent, to deliver to the Trustee written objection to an account within thirty (30) days after receipt thereof shall constitute the final and binding approval thereof by that beneficiary. If a corporate Trustee is serving as Trustee or Co-Trustee of any trust pursuant to this my Last Will and Testament, the monthly principal and income statements prepared by the corporate Trustee shall satisfy the accounting requirements set forth above.

(D) Compensation. The Trustee shall be entitled to reasonable compensation for services rendered hereunder. Any additional duties and responsibilities due to acquisition of additional trust property or the transfer into trust of additional property shall be considered in determining the amount, but it shall not exceed the amount allowable by law at the time compensation becomes payable.

(E) Vacancy. Except as otherwise provided herein, a vacancy in the trusteeship shall be deemed to exist in the event of the death, resignation, refusal, failure or inability of any person to act as Trustee or Co-Trustee of a separate trust. Notice of a vacancy in the trusteeship shall be effective if given to the next successor Trustee by an instrument in

writing signed by the resigning predecessor Trustee, a then acting Co-Trustee or a beneficiary of such a separate trust, and delivered to such successor Trustee and any one of the other then acting Co-Trustees. Immediately upon receipt of such notice the recipient shall act as Trustee (or Co-Trustee) or shall decline in writing to act.

(F) Third Parties and Bond. No person dealing with the Trustee of any separate trust shall be obligated to inquire as to the powers of such Trustee or to see to the application of any money or property delivered to such Trustee. Such Trustee shall not be required to obtain authority from or approval of any court in the exercise of any power conferred upon him hereunder. No Trustee shall be required to make any current reports or accountings to any court nor to furnish a bond for the proper performance of the duties of the Trustee as Trustee of any separate trust; but if such bond is nevertheless required by any law, statute or rule of court, no surety shall be required thereon.

(G) Trustee Liability. No Trustee of any separate trust shall be liable for any loss, liability, expense or damage to the trust estate of such trust occasioned by such Trustee's acts or omissions in good faith in the administration of such trust (including acts of omissions in reliance on opinion of counsel) and in any event the Trustee shall be liable only for his own willful default, wrongdoing or gross negligence but not for honest errors of judgment. Except as otherwise specifically provided herein the Trustee may rely upon any notice, certificate, Will, affidavit, letter, telegram or other paper or document believed by him to be sufficient, in making any payment, allocation or distribution hereunder. The Trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in any separate trust. This Section G is intended to protect the Trustee under the stated circumstances, and is not intended to affect the rights hereunder of any person.

(H) Successor Personal Representative and/or Trustee. Any successor Personal Representative or Trustee whether by consolidation, merger, transfer of trust business, conversion into a different type organization, resignation or otherwise, shall succeed as Trustee or Personal Representative with like effect as though originally named as such.

(I) Appointment of Successor Corporate Trustee. In the event of the resignation, refusal to act, or removal of a Corporate Trustee as Trustee of a separate trust, a successor corporate trustee to fill the vacancy in the trusteeship so occurring shall be appointed by the beneficiary of such trust (or if there shall be more than one beneficiary of such trust, by the beneficiaries jointly and unanimously) by an instrument in writing delivered to the vacating and the successor corporate trustees; provided, however, that any successor Corporate Trustee so appointed must be a bank or trust company having a capital and surplus of not less than Five Million Dollars (\$5,000,000).

(J) Removal of Corporate Trustee. When a bank or trust company shall at any time be acting as Trustee or Co-Trustee of a separate trust, the beneficiary of such trust (or if there shall be more than one, the beneficiaries jointly and unanimously) may remove said Corporate Trustee with or without cause by delivering to said Corporate Trustee a written instrument, signed by said beneficiary, provided that such written instrument shall concurrently appoint a successor corporate trustee pursuant to Section I of this Article.

(K) Majority Determination. Except as otherwise provided herein, in the event of a disagreement among the Trustees, the views of the majority shall prevail. The affirmative

vote of a majority of those authorized to vote on any matter shall constitute a majority. If but two Trustees shall be authorized to vote on a matter, the affirmative vote of both shall be required. Failure to obtain a majority shall be treated as if the Trustees failed to act. All votes shall be taken within thirty (30) days of the date of the event which required a decision to be made. Any Trustee who shall cast a negative vote with respect to any action or any failure to act shall in no way be liable or responsible for such action or failure to act.

## **ARTICLE XI** **GENERAL TRUST PROVISIONS**

The following provisions shall apply to any and all trusts created under this Will, unless herein provided otherwise:

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

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

(C) Restraint on Alienation. No income or principal payable to or held for any beneficiary shall, while in the possession of the Trustee, be alienated, disposed of, or encumbered in any manner other than by Trustee action authorized hereby. Throughout the duration of each trust, no beneficiary thereof shall have the power voluntarily or involuntarily to sell, alienate, convey, assign, transfer, mortgage, pledge or otherwise dispose of or encumber any principal or income thereof or any interest whatsoever therein until physical distribution or payment is made to him or her, and no interest of any beneficiary in or claim to any trust assets or benefits shall be subject to the claims of any of his or her creditors or to judgment, levy, execution, sequestration, garnishment, attachment, bankruptcy or other insolvency proceedings, or any other legal or equitable process.

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

(E) Rule Against Perpetuities. The trusts created under this Will shall in any event terminate twenty-one (21) years after the death of the last survivor of such of the beneficiaries of the trusts created hereunder as shall be living at the time of my death, and thereupon the

property held in trust shall be distributed, discharged of trust, to the then income beneficiaries thereof, in accordance with their respective interests in each particular trust.

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

## **ARTICLE XII** **TRUST FOR BENEFICIARIES UNDER 21 YEARS**

Except as otherwise provided in this my Last Will and Testament, if any part of my estate, other than a bequest of tangible personal property under this Will hereof, becomes distributable absolutely to any beneficiary who has not attained twenty-one (21) years of age at the time of distribution, then his or her share shall be distributed to my Trustees hereinafter designated, IN TRUST, and the Trustee shall use so much of the income principal of such beneficiary's particular share necessary or desirable in the exercise of the Trustee's discretion, for the proper health, education, support and maintenance of such beneficiary. Any income not so used shall be added to the principal of the Trust at the end of each fiscal year of the Trust. At the time such beneficiary attains the age of twenty-one (21) years, or upon his or her death, whichever occurs first, the Trust shall terminate as to such beneficiary's particular share, and the then remaining principal thereof shall be distributed absolutely to such beneficiary, or if such beneficiary is then deceased, to his or her estate.

## **ARTICLE XIII** **POWERS**

Any fiduciary named in this Will shall have all of the powers and protection granted to them by statute at the time of application including, but not limited to, the prudent man rule, Revised Florida Principal and Income Law, Florida Trust Administration Act, and the Florida Probate Code, and not in limitation of any common-law or statutory authority, and without application to any court, they shall have the powers and responsibilities described below, to be exercised in their absolute discretion:

(A) To sell any and all real estate held as an asset of my Estate and Trusts at such times, at public or private sale, for such prices and upon such terms as it deems advisable, and to make, execute, and deliver any deed or deeds there for, conveying title hereto in fee simple absolute, or for any less estate to any purchaser or purchasers, freed and discharged or any and all Trusts hereunder.

(B) To sell, exchange, lease, encumber, option, or otherwise dispose of all or any portion or my Estate and Trusts in such manner and upon such terms and conditions as it deems advisable, and to make, execute, and deliver deeds, mortgages, leases, assignments and other documents necessary to effectuate any of the powers granted (which shall specifically include the authority to grant leases which extend beyond the terms of any Trust hereunder and beyond the period authorized by law).

(C) To exercise all tax-related elections, options, and choices in such manner as will achieve, in such fiduciaries' sole judgment, the overall minimum in total combined present and reasonably anticipated future taxes of all kinds, upon not only my estate, but also its

beneficiaries, any trusts hereunder and their beneficiaries. With limitation on the generality of the foregoing, the aforesaid direction to minimize taxes shall include the following particular matters:

- (1) exclusion from or inclusion in my gross estate of any assets, and all matters of valuation, in the first instance, for federal estate tax purposes;
- (2) election as to alternative valuation dates for federal estate tax purposes;
- (3) allocation of such charges and costs of administration as are available for reduction of either federal estate or income taxes;
- (4) election to continue, revoke, or make any consent to any election under subchapter S of the Internal Revenue Code of 1986, as amended;
- (5) selection of any appropriate income tax year, timing the distributions and of payment of deductible expenses, et cetera; and
- (6) retaining of competent tax counsel, for advice, the preparation of returns, et cetera.

Such fiduciaries shall not be accountable to any person interested in any trust or in my estate for the manner in which they shall carry out this direction to minimize over all taxes and, even though their discretion in this regard may result in increased tax or decreased distribution to a trust, to the estate, or to one or more beneficiaries, there shall in no event be any compensating readjustments or reimbursements between any of the trusts hereunder or any of the trust or estate accounts or beneficiaries by reason of the manner in which the fiduciaries thus carry out said direction.

(D) Services of Outside Representatives. My attorney and friend, Morris Engelberg Esq., or his designated representative as so appointed by him, in writing prior to his death, shall act as the representative of my estate and all trusts created hereunder in connection with the licensing and/or use of any name, photo, likeness, image and facsimile signature or memorabilia items to include, but not limited to, baseballs, T-shirts, photographs, mugs, jerseys, bats, baseball gloves, and other memorabilia-type merchandise together with all existing contracts in effect at the time of my death.

#### **ARTICLE XIV** **DEFINITIONS**

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

(A) The term "Personal Representative" includes Executor, Executrix, Executrices, Executors, and Administrator, Administratrix, Administrators, and Administratrices, with or without the Will annexed, as well as all their substitutes and successors.

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

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

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

(E) The term "maintenance and support" shall mean the maintenance and support of the income beneficiaries in accordance with their accustomed manner of living.

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

(G) The term "child" and "children" shall mean my son, JOSEPH PAUL DIMAGGIO Jr.

(H) The terms "grandchild" and "grandchildren" shall mean my two granddaughters, KATHERINE MARIE DIMAGGIO and PAULA SUE DIMAGGIO.

(I) The terms "great grandchild" and "great grandchildren" shall mean my three great granddaughters, KENDAHL R. STEIN, VALERIE F. HAMRA, and VANESSA S. HAMRA, and my great grandson, MITCHELL J. STEIN.

(J) The singular includes the plural and the plural includes the singular.

**ARTICLE XV**  
**CONSTRUCTION OF WILL**

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at Hollywood, Broward County, Florida, this 21st day of May, 1996, in the presence of the subscribing witnesses whom I have requested to become attesting witnesses hereto.

/s/

JOSEPH P. DIMAGGIO