

HALACHIC WILL ADDENDUM
CONDITIONAL NOTE

I, _____, residing at _____ MD, 20901, the undersigned, do hereby state that any and all terms of bequests or other terms of inheritance mentioned in my Last Will and/or Trust(s) were employed for their legal effect only, but for *halachic* purposes they shall be construed to mean gifts. Additionally, all of the wishes expressed in my Last Will and/or Trust(s) shall be abided by with the exclusion of the following items: pair(s) of *tefillin*, men's cufflinks and watch(es), and the sum of ten thousand dollars (\$10,000), for which I give and bequeath such items exclusively to my *halachic* heirs according to the formula prescribed in the Code of Jewish Law (the "Code").

Any mention herein with regard to my Last Will and/or Trust(s) refers to any and all of my Last Wills and Trusts, both those already executed and those that will be executed at a later date. This Addendum shall be in full force and survive any and all future testamentary documents, even those that contain a superseding clause, unless such superseding clause specifically references this Addendum.

I am hereby indebted to my wife, _____, in the amount of thirty million dollars (\$30,000,000) payable one hour before my death; provided that she is still living and married to me at the time of my death. In addition, I am indebted to my daughter _____ in the amount of twelve million dollars (\$12,000,000) payable one hour before my death. To secure the aforesaid debts, I hereby pledge all my present and future real property, as well as all my present and future personal property by virtue of the Talmudic act of acquisition known as Kinyan Agav whereby movable property can be pledged along with the pledging of real property.

Notwithstanding the foregoing, with respect to each obligation, the said obligation shall be rendered null and void if the wishes expressed in my Last Will and/or Trust(s) will be abided by in regard to all benefit(s) that said Will and/or Trust(s) benefits the respective oblige(s) above named [other than the aforementioned excluded items], and none of my *halachic* heirs contest the disposition of my property set forth therein in regard to any benefit that said Will and/or Trust(s) benefits the respective oblige(s) above named [other than the aforementioned excluded items]. In addition, the said obligation shall be rendered null and void if I retract and nullify it in writing.

In the event that all my *halachic* heirs contest or make objection to the disposition of my property made in my Last Will and/or Trust(s) in regard to any benefit that said Will and/or Trust(s) benefits any obligee(s) above named [other than the aforementioned excluded items] before any court, and fail to cure such contest or objection within seven (7) days after having received notice of this Addendum, then the aforesaid obligation(s) to those respective obligee(s) shall be deemed to vest absolutely.

If one or more of my *halachic* heirs contest or make objection to the disposition of my property made in my Will and/or Trust(s) in regard to any benefit that said Will and/or Trust(s) benefits any obligee(s) above named [other than the aforementioned excluded items] before any court, and fail to cure such contest or objection within seven (7) days after having received notice of this Addendum (“Contesting Heirs”) and some of my *halachic* heirs are willing to abide by my last wishes in regard to all benefit(s) that said Will and/or Trust(s) benefits those respective obligee(s) [other than the aforementioned excluded items] (“Non-Contesting Heirs”), then:

- a) With respect to my Non-Contesting Heir(s), all of the above named obligee(s) shall release such Non-Contesting Heir(s) from honoring his (their) share of the respective obligation(s). In the event any of the above named obligee(s) fails or refuses to release a Non-Contesting Heir(s), then this obligation shall be null and void with respect to any such obligee(s);
- b) With respect to my Contesting Heir(s), any Contesting Heir(s) will be required to honor his (their) share of

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this obligation to the extent of his (their) share of the inheritance.

In the event that an obligee(s) will use this obligation to receive an amount that is greater than the share she is entitled to receive according to said Will and/or Trust(s) at the expense of another beneficiary (who is a Non-Contesting Heir) named in said Will and/or Trust(s), the respective obligation shall be rendered null and void with respect to any such obligee(s).

In the event the vested amount of the said obligations is greater than all my property available to satisfy said obligations, then each obligee should forgo that exceeding portion of the obligation, prorated amongst the collective vested obligations. With respect to each obligation, the said obligation shall be rendered null and void if the respective obligee fails or refuses to forgo that prorated, exceeding portion of the obligation.

I request of all my beneficiaries to give a portion of their benefits and inheritance to charity in my memory.

I, irrevocably and without time limit, accept upon myself, my heirs and representatives the testimony of any obligee, her representatives, successors and/or assigns regarding the validity and lack of payment and waiver of the said obligation to her, without the need of any form of verification, including without limitation, an oath, *cheirem* or *hin tzedek*, even after payment is made, to the extent and with the same force and effect as if such testimony were from two qualified witnesses, unless I, my heirs and/or representatives present *halachicly* determinative proof to the contrary. Additionally, I accept as conclusive and binding the position of any *halachic* authority, even if in the minority or otherwise not generally accepted, that most broadly supports the validity and enforceability of this Addendum and its implied intent. The terms, obligations and pledges of this Addendum are severable, and the ineffectiveness, illegality or viability of any term(s), obligation(s) and pledge(s) of this Addendum shall not affect remainder of this Addendum, which shall be in effect, remain valid and enforceable.

All disputes that may arise regarding or associated with this document shall be resolved and established exclusively by binding arbitration at the Rabbinical Council of Greater Washington (Vaad Harabbanim of Greater Washington) or its designee, in accordance with the terms and procedures delineated in its arbitration agreements. Judgment rendered by the aforesaid authority may be entered in any court having jurisdiction thereof. This document is valid for its *halachic* effect only; in case this document is presented to any secular court (Federal or State, Civil or Criminal) it shall have no legal effect.

All of the foregoing terms, obligations and pledges, were effected and finalized concurrently herewith according to Talmudic Jurisprudence by virtue of the act of acquisition known as Kinyan Agav Sudar, and were stated and intended to be effective immediately, all in full accordance with all requisite procedures set out in the Code and with use of a valid *sudar*. The act of acquisition was made in a duly constituted Jewish Court of Law in accordance with each of the varying procedures required by all of the various *halachic* authorities, so that all *halachic* authorities deem the terms, obligations and pledges valid, without any Asmachta (as defined in the Code) claim of invalidation and without any other claim of invalidation. In addition, the conditions and stipulations referred to in this document are and were all set forth in the manner used by Bnei Gad and Bnei Reuven and in accordance with all other requirements that are set out in the Code for the valid and binding setting of conditions. This instrument is not an impractical document, but a bona fide *halachic* document, and even if it be in my possession at the time of my death, shall not be deemed invalid by reason of either proof of payment or failure of delivery.

This document is intended to be, and is, binding, consistent with the binding nature of all agreements, documents, obligations and acquisitions that are properly effected in a Jewish Court of Law in accordance with the laws and rules established by Rabbinical authorities. THIS IS ALL VALID AND IN GOOD STANDING.

I hereby affix my signature on this ____ day of ____ 2015.

_____, _____

The Obligor executed all this, knowingly and willingly, with sound of mind and without duress or pressure, in front of us, the below signatories, and we signed at the direction of the Obligor.

_____, Witness _____, Witness