

Draft 5.9.16

THIS AGREEMENT made the            day of            , 2016,  
between PEGGY SIEGAL, residing at [REDACTED]  
[REDACTED] (hereinafter called the "Grantor"), and  
PEGGY SIEGAL, residing at [REDACTED]  
[REDACTED], and her successor(s) IN TRUST (hereinafter called  
the "Trustees").

W I T N E S S E T H :

Contemporaneously herewith, Grantor has transferred to  
the Trustees One Hundred (\$100.00) Dollars in cash. The Trustees,  
for themselves and their successors in trust hereunder, hereby  
acknowledge the transfer to them of said property and accept and  
agree to administer the property which may hereafter be held  
hereunder subject to the following provisions.

This trust shall be known as:

**THE PEGGY SIEGAL 2016 LIVING TRUST.**

FIRST:                            During the life of Grantor, the  
Trustees shall administer the trust as follows:

(A) The Trustees shall dispose of  
the income and principal of this trust as Grantor shall direct from  
time to time. Any income not directed to be paid before the close  
of any year of this trust pursuant to the direction of Grantor  
shall be accumulated by being added to the principal of this trust.

(B) In the event that Grantor shall  
be unable to give directions to the Trustees in respect to the

disposition of income and principal of this trust by reason of incapacity, the Trustees (other than Grantor) shall thereafter during the period of incapacity:

(1) Pay to Grantor, or for Grantor's benefit, so much of the income of this trust as the Trustees may deem advisable from time to time, in their sole and absolute discretion. Any income not directed to be paid before the close of any year of the trust shall be accumulated by being added to the principal of this trust.

(2) Pay to Grantor, or for Grantor's benefit, so much of the principal of this trust as the Trustees may, in their sole and absolute discretion, deem advisable.

(C) For the purposes of this Agreement, Grantor shall be deemed incapacitated upon the delivery to the Trustees (other than Grantor if Grantor is serving as Trustee) of (x) an instrument in writing signed by Grantor in which Grantor admits that Grantor is unable to give directions to the Trustees as provided in paragraph (A) by reason of a physical or mental disability or (y) instruments in writing signed, respectively, by two physicians, certifying that Grantor lacks the capacity to give such directions by reason of illness, age or other cause. If Grantor shall be deemed incapacitated, Grantor shall no longer serve hereunder as Trustee during the period of incapacity. If Grantor shall be deemed incapacitated, the period of incapacity shall continue until the delivery to the Trustees of instruments in

writing signed, respectively, by two physicians, certifying that Grantor once again possesses the capacity to give directions to the Trustees as provided in paragraph (A).

SECOND: Upon the death of Grantor, the principal of this trust shall be disposed of as Grantor may appoint by Grantor's Last Will in favor of Grantor's estate or any other appointee or appointees. If the principal of this trust shall not have been effectively appointed by Grantor, the Trustees shall dispose of such principal as directed in Clause THIRD.

THIRD: The principal of this trust directed to be disposed of pursuant to this Clause upon the death of Grantor shall be disposed of as follows:

(A) The Trustees shall make the following payments when directed to do so by the Executors or Administrators of Grantor's estate by written instrument delivered to the Trustees; provided, however, that none of the payments shall be made from property which is not included in Grantor's gross estate for Federal estate tax purposes:

(1) All inheritance, succession, transfer and estate taxes and generation-skipping transfer tax on direct skips (other than a direct skip (x) resulting from a disclaimer made by any person or (y) from a trust other than any trust created under this Agreement or Grantor's Will) as defined by the Internal Revenue Code as amended at Grantor's death (the "Code"), including any foreign taxes, interest

and penalties, payable by reason of Grantor's death in respect of all items included in the computation of such taxes and passing under this Agreement. All taxes in respect of all other items included in the computation of such taxes shall be apportioned against and paid by the person or persons who receive such items or are benefitted thereby as provided by law.

(2) All funeral expenses, claims against Grantor's estate and debts, and expenses of administration of Grantor's estate.

(3) All such payments shall be made without requiring reimbursement from any person and without apportionment. The Trustees shall be completely protected in relying upon the certification of the Executors or Administrators of Grantor's estate as to the payments to be made, even though such Executors or Administrators may be beneficially interested in Grantor's estate and the trusts hereunder.

(B) The remaining principal of this trust shall be disposed of as hereinafter directed.

FOURTH: (A) All articles of tangible personal property that are a part of the principal of this trust at Grantor's death, including (without limitation) automobiles, articles of personal and household use or ornament, household furniture and furnishings and all insurance in respect thereof shall be distributed to Grantor's niece, MATTIE MICHELE SIEGAL ("MATTIE"), if MATTIE survives Grantor.

(B) Grantor directs that all

expenses incurred in connection with the distribution of such articles be paid as expenses of administration of Grantor's estate.

(C) Notwithstanding any other provision herein to the contrary, the Trustees, in their sole and absolute discretion, may sell all or any of such articles and add the proceeds to the principal of this trust.

FIFTH: All trust principal not disposed of upon Grantor's death pursuant to the preceding provisions of this Agreement shall be disposed of as follows upon Grantor's death:

(A) If MATTIE survives Grantor, all such principal shall be held by the Trustees IN TRUST, subject to the following provisions:

(1) During the life of MATTIE, the Trustees may pay so much of the income of this trust as they may deem advisable, in their sole and absolute discretion, to or for the benefit of any one or more of the persons within a group consisting of MATTIE and MATTIE's issue who are living from time to time. Any income not directed to be paid before the close of any year of the trust shall be accumulated by being added to the principal of this trust.

(2) During the life of MATTIE, the Trustees may pay so much of the principal of this trust as they may deem advisable, in their sole and absolute discretion, to or for the benefit of any one or more of the persons within a group consisting of MATTIE and MATTIE's issue who are living from time to time.

(3) Upon MATTIE's death, this trust shall terminate whereupon the remaining principal of this trust shall be disposed of as MATTIE may appoint by MATTIE's Last Will in favor of any one or more appointees (other than MATTIE, MATTIE's creditors, MATTIE's estate and the creditors of MATTIE's estate). Any principal which is not effectively appointed by MATTIE shall be distributed to MATTIE's then living issue, per stirpes.

(4) For purposes of this Clause, the term "issue" shall include any child, grandchild or more remote issue of MATTIE whether natural or adopted but specifically shall not include any step-issue.

(B) If MATTIE does not survive Grantor, all such principal shall be distributed to MATTIE's issue who survive Grantor, per stirpes.

SIXTH: Any trust property not effectively disposed of upon Grantor's death under the preceding provisions of this Agreement, or the property of any trust not effectively disposed of upon the termination of such trust under such provisions, shall be distributed to Grantor's cousin, BRUCE SIEGAL, if he is then living, or, if not, to his then living issue, per stirpes.

SEVENTH: (A) In exercising the discretionary powers granted to the Trustees to pay income and/or principal from a trust under this Agreement, the Trustees shall have absolute

discretion and plenary power to pay income and/or principal to any one of the eligible beneficiaries, exclusively, or to any two or more of such beneficiaries in equal or unequal shares, without regard to any prior payment that may have been made by the Trustees, to enable a beneficiary to maintain the beneficiary's accustomed manner of living and for the support and maintenance in health and reasonable comfort of the beneficiary, including (without limitation) expenses of medical, dental, hospital and nursing care and to enable the beneficiary to obtain an education (including graduate and professional school). The Trustees need not consider the other resources that may be available from any source to a beneficiary and may pay income and/or principal for such purposes even to the extent of terminating such trust by paying all of the principal at any one time. Grantor wishes to stress that the interest of the trust remaindermen shall be secondary and subordinate to the well-being of the income beneficiaries. It is Grantor's intention that no court have power under any statute to direct payment of income and/or principal to any beneficiary.

(B) Notwithstanding any other provision of this Agreement: Grantor directs that no person who may be serving at any time as a Trustee and who has a present beneficial interest in income or principal of any trust under this Agreement or who has the legal obligation to support any person who has a present beneficial interest therein, may participate in the exercise of any discretionary power to pay income and/or principal

from such trust.

EIGHTH: (A) The testamentary power of appointment granted under this Agreement shall not be deemed to have been exercised unless the donee specifically identifies the power in the donee's Will and expressly exercises the power. In the absence of such identification of the power and express exercise, the power of appointment shall not be deemed to be exercised. The donee of a power may appoint in favor of one beneficiary exclusively, or in favor of two or more beneficiaries in equal or unequal shares. In exercising a power, the donee may appoint outright or in trust and may grant further powers to appoint, but no such further power of appointment may be exercised to postpone the vesting of any interest or to suspend the power of alienation for a period ascertainable without reference to the date of Grantor's death. Appointments in trust shall be administered by such Trustee or Trustees as the donee may designate, subject to the management and investment powers that the donee may grant; and the donee may direct that an appointed trust shall have a situs outside of Grantor's domicile and shall be governed by the law of the appointed situs.

(B) Notwithstanding any of the foregoing provisions of this Agreement: If a share of principal becomes distributable to a beneficiary who shall not have attained twenty-one (21) years at the termination of any trust created by the preceding provisions of this Agreement, the Trustees may, in the Trustees' sole and absolute discretion, retain the share for as

long as the Trustees may deem advisable until such beneficiary attains such age for the beneficiary's benefit, in trust for such beneficiary. The donees of this power to retain property in trust may pay, apply and/or accumulate so much of the income of such trust and may pay or apply so much of the principal of such trust as the donees may deem advisable from time to time for the beneficiary. The donees of this power shall have all the powers granted by law and all the powers granted under this Agreement to the Trustees. When such beneficiary attains the age of twenty-one (21) years, the then remaining principal (including accumulated income) of such trust shall be delivered to such beneficiary or if such beneficiary dies before attaining such age, such principal shall be delivered on the beneficiary's death to his or her Executor or Administrator. Notwithstanding any of the foregoing provisions of this paragraph, the donees of this power may, at any time and from time to time, distribute income or any part or all of the principal of the trust on behalf of the beneficiary, to any person with whom the beneficiary may reside, or a parent of the beneficiary, or a custodian for any minor beneficiary under the applicable Uniform Transfers to Minors Act, all without requiring bond, without the intervention of a guardian, and without having to see to the application of the distribution, and the receipt of the person to whom distribution is so made shall be a complete discharge of the donees of the power in respect to such property so distributed. If the donees of this power determine to make distribution to a custodian for any minor beneficiary, the donees

may select any eligible person or trust company to serve as such custodian, including one or more of the donees. The donees of this power to retain property in trust shall not exercise this power so as to defer the vesting of property or suspend the power of alienation beyond any period specified by law and any such attempted exercise shall be null and void.

NINTH: (A) If, during Grantor's lifetime, Grantor ceases to serve as Trustee of the trust under Clause FIRST, FRANK SELVAGGI and JOSHUA SCHMELL and the survivor of them shall become Trustees in Grantor's place and stead.

(B) FRANK SELVAGGI and JOSHUA SCHMELL and the survivor of them shall become Trustees of the trust under Clause FIFTH.

(C) Each individual serving from time to time as a Trustee, including any Trustee who is appointed pursuant to this paragraph, may appoint any person or bank or trust company to serve as such Trustee's successor Trustee of the trust. Grantor also empowers the Trustees serving from time to time (acting by a majority thereof) to appoint an additional Trustee of the trust in existence at any time under this Agreement; provided, however, that such Trustee shall have no present or future beneficial interest in the trust under this Agreement. Appointments shall be made by instrument filed with the Trustees then in office. Any such appointment of a successor may be revoked by instrument in writing so filed by the person who made the appointment at any time before the successor qualifies and any

revoked appointment may be superseded by a new appointment. Notwithstanding the foregoing: No appointment of a bank or trust company shall be effective if a corporate fiduciary is already serving as a Trustee of any trust; and no appointment of a successor Trustee by a Trustee herein shall be effective if a successor Trustee named herein qualifies as Trustee pursuant to the foregoing provisions of this Clause.

(D) No bond or other security shall at any time be required of any Trustee, including any Trustee who is appointed pursuant to the foregoing provisions of this Clause, regardless of the State of residence of such Trustee.

(E) The Trustees hereunder may enter into transactions with the Executors of Grantor's Will or the Administrator of Grantor's estate, including (but not limited to) making loans to the same upon such terms and conditions (including whether there should be interest and security) as they shall determine and purchase or in any other manner acquire principal from Grantor's estate, even though a Trustee hereunder may also be an Executor of Grantor's Will or Administrator of Grantor's estate.

(F) Any Trustee may, by revocable power of attorney, delegate to any co-Trustee then in office, the full exercise of all or any powers granted by any provision of this Agreement to the Trustees; provided, however, that no discretionary power may be delegated to a Trustee who is specifically precluded by law or by the provisions of this Agreement from participating in the exercise of such power.

(G) Any Trustee may at any time resign by written instrument delivered to the Trustees then in office, or, if none be in office, to the Trustee who is to succeed such resigning Trustee hereunder.

(H) The account of a resigning Trustee and the account of a deceased Trustee may be settled by the other Trustees then in office.

(I) All management and investment powers shall remain exercisable until distribution of every trust has been completed.

(J) Any Trustee serving at any time may sign checks or instruments of transfer or give instructions for the purchase or sale of securities or perform other ministerial acts on behalf of all of the Trustees.

(K) No one dealing with the Trustees need inquire concerning the validity of anything done by the Trustees or upon the Trustees' order.

(L) Parties dealing with the Trustees may rely upon a copy of this Agreement which is certified by a Notary Public to be a true copy.

(M) Grantor directs that the Trustees shall not have any obligation to file an accounting with respect to any trust, and Grantor does not intend that the Trustees thereof shall have any obligation to file an annual or periodic account in New York.

TENTH:

In addition to the powers granted by

law, the Trustees shall have full power to do everything in administering the trusts that they deem advisable, to the full extent that an individual owning property has, and without prior court authority, including power:

(A) To retain so long as they deem advisable, and to acquire by purchase or in any other manner, any kind of real property and personal property, or undivided interests therein, including (without limitation) common and preferred stocks, secured and unsecured obligations, interests in investment companies and discretionary common trust funds, any interest in a partnership (whether as a general or limited partner) or joint ventures, options, oil and gas and mineral interests, and property which is outside of Grantor's domicile or the United States--all without diversification as to kind or amount, and without being limited to investments authorized by law for the investment of estate or trust funds. Grantor wishes to record Grantor's intention that if more than one trust is in existence at any time under this Agreement the Trustees may, in their sole and absolute discretion, retain and make different investments for such trusts.

(B) To sell for cash or on credit (at public or private sale), exchange, mortgage, lease for any period (either as landlord or tenant and including renewals of the term) and modify, extend or cancel leases, grant options, all regardless of statutory restrictions or the probable duration of any trust, refinance mortgages on property and subordinate their interest to the interest of a lender, or otherwise dispose of or

deal with any real or personal property, in such manner and upon such terms and conditions as they may deem advisable and without first obtaining a court order; to erect, renovate or alter buildings or otherwise improve and manage buildings and property; demolish buildings; make ordinary and extraordinary repairs; grant easements and make party wall contracts; dedicate roads; subdivide; adjust boundary lines and partition; and to do everything with respect to interests in any property that any individual owner may do.

(C) To pay any legacies provided for hereunder and distribute (including distributions to the Trustees) in kind or in money, or partly in each, even if distributed shares be composed differently, and for such purposes their allocations and determinations shall be given effect if reasonably made.

(D) To apply any income or principal that is payable to a beneficiary who shall be under the age of twenty-one (21) years or who in the judgment of the Trustees is incapable of making proper disposition thereof, by payments on behalf of the beneficiary to anyone with whom the beneficiary resides and/or by payments in discharge of the beneficiary's bills--all without regard to other resources of the beneficiary, without the intervention of any guardian, conservator or committee or like fiduciary, and without obligation to see to the further application thereof.

(E) To engage accountants, appraisers and other experts and legal counsel; to employ agents,

clerks and other assistants; if no corporate fiduciary is serving, the Trustees are authorized to employ custodians of the assets and to engage and rely on investment counsel, and in the discretion of the Trustees, to grant discretionary investment authority to investment counsel; and to remunerate and pay the expenses of such persons.

(F) To renew, assign, modify, extend, compromise, abandon or release, with or without consideration, or submit to arbitration, obligations or claims held by or asserted against the Trustees or which affect estate or trust assets, all as the Trustees may deem advisable.

(G) To hold property in the names of nominees, or so that it will pass by delivery, or in the name of any corporate fiduciary which may be serving hereunder without disclosing any fiduciary capacity; and to leave property in the custody of a firm of stockbrokers and have such property registered in the name of the nominee of such stockbrokers.

(H) To borrow money, from others or from the Trustees or any of them individually, for the payment of taxes, debts or expenses, or in purchasing real or personal property, or for any other purpose which in the opinion of the Trustees will benefit the beneficiaries or will facilitate the administration of any trust hereunder and pledge or mortgage property as security for such loans; and to subordinate their interest in any property to the interest of a lender; and if money is borrowed, from others or from any Trustee individually, to pay

interest thereon; to continue any debt of Grantor, including any debt owed to any of the Trustees individually, and any pledge or mortgage securing it.

(I) To exercise (or refrain from exercising) all elections provided by law for tax purposes and to make all allocations so provided (including, without limitation, the election to claim expenses as income or estate tax deductions, elections pertaining to the generation-skipping transfer tax and allocation of all credits and exemptions available to Grantor's estate) as they may deem advisable, in their sole and absolute discretion, and without making equitable adjustments between income and principal or among the interests of the beneficiaries of Grantor's estate or any trust.

(J) To continue an interest or investment in any business or venture or entity for such period as they may deem advisable. The Trustees are authorized to invest additional trust assets in, and lend trust assets to, any such business or venture or entity, upon such terms as the Trustees deem advisable. The Trustees are authorized to reorganize any incorporated business and issue new shares of stock (including, without limitation, voting or non-voting preferred stock) in addition to or in exchange for all or any shares then outstanding, upon such terms and conditions as they deem advisable; to liquidate any such corporation in whole or in part; to organize subsidiaries and parent holding companies of any such corporation; to effectuate a redemption of all or any shares of stock outstanding (including,

without limitation, one or more redemptions under §303 of the Code) and accept cash, notes or other property as consideration therefor; and to merge or consolidate any such corporation with any other corporation. The Trustees are authorized to conduct any such business or venture in limited liability company or partnership form, as general or limited partners, upon such terms and conditions as they may deem advisable. The Trustees are authorized to serve as officers, directors, managers, employees or agents of any such business or venture or entity and to receive compensation for their services, in addition to their commissions as fiduciaries under this Agreement. The Trustees are authorized to engage others to serve as officers, directors, managers, employees and agents of any such business, venture or entity upon such terms as the Trustees may deem advisable. In general the Trustees are authorized to do everything in respect of the conduct of any such business, venture or entity that Grantor could do if Grantor were living. If any such fiduciary is personally interested in the business or venture or entity, such fiduciary shall not be bound or responsible under the usual rules concerning divided loyalty and self-dealing. In their accountings the Trustees need not show in detail the transactions of any such business or venture or entity but may merely show the investment which any trust hereunder has in any such business or venture or entity at relevant times and dates.

(K) To remove, transfer or deposit any of the personal property forming part of Grantor's estate or any trust hereunder, to any place in the world as the Trustees may

deem advisable for the safekeeping thereof, without bond.

(L) In their discretion, to compound any transfer, inheritance or estate taxes or death duties payable by reason of Grantor's death, upon such terms as they may deem equitable and expedient, and any such composition so made shall be binding and conclusive upon all persons interested in Grantor's estate and trust.

(M) To lend money from trust principal to any person to whom income of any trust hereunder may be paid, upon the terms and conditions (including whether there should be interest and security) as the Trustees may deem advisable in their sole and absolute discretion.

(N) To exercise any options, privileges or rights of any nature which may be granted to or exercisable by the holders of any property which forms a part of Grantor's estate or any trust hereunder or sell any subscription or other rights or allow any such rights to expire or lapse.

(O) To transfer the situs of the assets of any trust to any other jurisdiction as often as the Trustees deem advisable by appointing a person or bank or trust company as substitute Trustee, and to delegate to the substitute Trustee all or part of the powers given hereunder to the Trustees, and to remove any substitute Trustee and appoint a successor thereto or to reappoint themselves as Trustee.

(P) To enter into voting trusts and use and rely on proxies and committees in respect of corporate

matters; to assent to or participate in any reorganization, readjustment, consolidation, merger, dissolution, sale or purchase of assets, or similar proceedings, by any corporation whose securities or obligations or rights shall be held hereunder; to consent to any contract, mortgage or other action by any corporation; to deposit securities or evidences of rights or interests or obligations under agreement or plan for the protection of holders of securities and become a party to any such agreement or plan; and to participate in the reorganization of any corporation and pay any assessment or other expenses.

(Q) If the property of any trust under this Agreement has an Inclusion Ratio (as defined in §2642(a)(1) of the Code) other than zero or one, Grantor authorizes (but does not direct) the Trustees, as they deem advisable from time to time, in their sole and absolute discretion, to subdivide such trust into two separate trusts of equal or unequal fractional values, one having an Inclusion Ratio of zero and the other having an Inclusion Ratio of one.

(1) Grantor authorizes (but does not direct) the Trustees, as they may deem advisable from time to time, in their sole and absolute discretion, by instrument filed with the Trustees then in office, and without being required to give notice to or obtain the consent of any beneficiary and without court approval, with respect to all or any part of the principal of any trust (including a pecuniary amount) to (w) give any beneficiary designated under this Agreement a general power of appointment

within the meaning of §2041 of the Code (including, without limitation, a power that requires the consent to its exercise of the Trustees (other than any Trustee who has a present beneficial interest in such trust)), pursuant to which such beneficiary may dispose of such principal upon the beneficiary's death, (x) revoke such power for all or any part of the principal of the trust in respect of which it was granted, (y) irrevocably release the right to grant or revoke all such powers or any such power which could be granted or revoked hereunder and (z) subdivide the principal of the trust in respect of which a power was granted under this paragraph into two fractional shares based upon the portion thereof that would be includible in the gross estate of the beneficiary holding a power so granted if such beneficiary were to die immediately before such subdivision (in which case, the power so granted shall be in respect of the entire principal of one such share and in respect of no part of the other share), and each such share shall be administered as a separate trust unless the Trustees, in their sole and absolute discretion, combine separate trusts into a single trust which Grantor empowers the Trustees to do. It is Grantor's expectation that the Trustees will use these powers to keep a general power of appointment in effect when they believe that the inclusion of the property subject to such power in the gross estate of a beneficiary will achieve a substantial savings in transfer tax for the benefit of issue of the beneficiary by subjecting such property to the estate tax rather than the generation-skipping transfer tax.

(2) No Trustee referred to in paragraph (B) of Clause SEVENTH and no Trustee who is specifically precluded by law from doing so, may participate in the exercise of any power granted under this paragraph.

(3) The Trustees shall not be liable to any beneficiary by reason of their exercise or non-exercise of the powers granted to the Trustees under this paragraph, provided they shall have acted in good faith.

(R) To make discretionary allocations of receipts between income and principal, or to income or principal exclusively, as the Trustees may deem advisable from time to time in their sole and absolute discretion--and to make discretionary charges of expenses between income and principal, or to income or principal exclusively, as the Trustees may deem advisable from time to time, in their sole and absolute discretion--all without regard to any prior allocations which may have been made at any time, and without regard to any statutory rules or case law which may otherwise have applied; provided, however, that no Trustee who is specifically precluded by law or by the provisions of paragraph (B) of Clause SEVENTH of this Agreement may participate in the making of any such allocations.

(S) To comply with all the terms and provisions of every real estate partnership and joint venture agreement to which Grantor may be a party at the time of Grantor's death and which becomes a part of Grantor's estate or any trust hereunder. Grantor authorizes the Trustees to succeed Grantor as

a member of any such partnership or joint venture and, in connection therewith, to execute any consents and to take such other action as they, in their sole and absolute discretion, shall deem advisable. Grantor further authorizes the Trustees to maintain reasonable reserves for depreciation and amortization.

(T) The Trustees are authorized in their sole and absolute discretion to make any election or allocation to adjust the federal income tax cost basis of assets passing as a result of Grantor's death to the extent authorized by law, whether or not those assets pass hereunder or under Grantor's Will, by allocating any amount by which the basis of assets may be increased. The Trustees shall be under no duty to allocate basis increase exclusively, primarily or at all to assets passing under this Agreement as opposed to other property passing as a result of Grantor's death, or to allocate basis equally or pro rata among various recipients of those assets. Neither any such allocation nor any failure to make such an allocation shall cause the Trustees to be liable to any person.

(U) To divide the property of any trust into separate trusts of equal or unequal value.

(V) (1) To access, use, and control Grantor's digital devices, including but not limited to, desktop computers, laptop computers, tablets, peripherals, storage devices, mobile telephones, smart phones, and any similar devices which currently exist or may exist as technology develops for the purposes of accessing, modifying, deleting, controlling, or

transferring Grantor's digital assets.

(2) To access, modify, delete, control, and transfer Grantor's digital assets and the content thereof, including but not limited to, e-mails received, e-mails sent, e-mail accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation services accounts, online stores, affiliate programs, other on-line accounts, and similar digital items which currently exist or may exist as technology develops.

(3) To obtain, access, modify, delete, and control Grantor's passwords and other electronic credentials associated with Grantor's digital devices and digital assets described in the preceding subparagraphs (V) (1) and (V) (2).

ELEVENTH: The Trustees may, at any time and from time to time, render an accounting in respect to any trust hereunder to the then current income beneficiary thereof. Such accounting (but only if accompanied by notice of the provisions of this Clause) shall be deemed a final accounting unless within ninety days from the service of such notice any party to whom the accounting is rendered shall have mailed by registered mail to the Trustees a written statement specifying objections to such accounting. If the Trustees shall comply with the provisions of this Clause, such accounting shall be binding and conclusive upon all parties who may be interested in the trust in respect to which

the accounting was rendered for the period covered by the accounting, without the necessity of any proceedings in any court which might have jurisdiction over such trust. If any party who may be interested in the trust in respect to which an accounting is rendered is a person under a disability, it shall not be necessary to make such party a party to such accounting provided that a person who is not under a disability and who has the same interest as the person who is under a disability is a party.

TWELFTH: (A) The Trustees are empowered to receive additional real or personal property which is transferred to the Trustees at any time or bequeathed to the Trustees at any time by the Grantor or any other person. The Trustees are empowered to receive benefits of any insurance policy and under any employee benefit plan which are made payable to the Trustees at any time. Unless otherwise specified in any instrument or Will under which such property is transferred or bequeathed or made payable to the Trustees, all such property shall be added to the principal of the trust which then exists under this Agreement and shall be dealt with and disposed of as part of the principal of such trust.

(B) Any income on property which is transferred to any trust hereunder and which is accrued at the date of the transfer but thereafter received by the Trustees shall be allocated to income. This direction shall apply to the original assets of the trusts and to all other property which is added thereto.

THIRTEENTH: Grantor reserves the power to revoke or amend this Agreement, in whole or in part, by instrument in writing which is signed by the Grantor and acknowledged before a Notary Public and delivered during the life of the Grantor to the Trustees; provided, however, that no such amendment may unreasonably increase the duties of the Trustees without their written consent.

FOURTEENTH: The interests of a beneficiary under this Agreement may not be transferred or encumbered and shall not be subject to claims of creditors or others, and shall not be subject to legal process.

FIFTEENTH: (A) The validity and construction of this Agreement and the trusts hereby created shall be governed by the laws of the State of New York.

(B) The Trustees may change the situs of any trust under this Agreement, and to the extent necessary or appropriate, move trust assets to a state or country other than the one in which the trust is then administered if the Trustees shall determine it to be in the best interest of the trust or the beneficiaries. The Trustees may elect that the law of such other jurisdiction shall govern the trust to the extent necessary or appropriate under the circumstance.

SIXTEENTH: This Agreement is signed in counterparts, any one of which may be treated as the original

instrument without producing any of the other counterparts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this instrument as of the date first above written in this Agreement.

PEGGY SIEGAL, Grantor and Trustee

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

On the            day of            , 2016, before me, the undersigned, a notary public in and for said state, personally appeared PEGGY SIEGAL 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