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Writer's Email  
[REDACTED]

May 10, 2016

Ms. Peggy Siegal  
[REDACTED]

Re: Estate Planning

Dear Peggy,

Enclosed for your review are drafts of your Revocable Living Trust Agreement, "Pour Over" Will, Deed of Gift of Tangible Personal Property and Health Care Proxy. In order to assist you with your review of the enclosures, I offer the following summary:

A. Revocable Living Trust

The Revocable Trust is the primary document that contains your wishes concerning the disposition of your assets upon death. The Revocable Trust takes the place of a Will and has two distinct advantages over the use of a Will. The first is the avoidance of probate upon death and the second is the ease of management of assets in the event of incapacity. Quite simply, probate is avoided by re-registering all assets into the name of the trust during your lifetime so that no assets are in your individual name upon death. If no assets are owned by you upon death, then there is no need to probate a Will to dispose of those assets. Accordingly, if a trust agreement contains all of the same provisions as a Will would otherwise contain concerning disposition of assets, then upon death, the assets owned by the trust can simply be disposed of in accordance with the terms of the trust without the need to probate a Will. Obviously, probate will not be avoided if any assets remain in your individual name. Secondly, if you were to become incapacitated, the assets owned by the trust could be administered for your benefit by the Trustees of the trust without the need for a court-appointed guardian.

The following is a summary of the terms of your Revocable Living Trust Agreement:

Generally, the trust agreement establishes a trust for your benefit of which you will be sole Trustee during your lifetime. Accordingly, as Trustee, you will maintain control of the assets placed in the trust. The trust may be revoked or amended by you at any time.

Clause FIRST provides that the trust assets may only be used for your benefit. It also provides that in the event you were to become incapacitated, you will no longer serve as Trustee. The successor Trustees would take over at that point.

Clause SECOND provides you with a so-called "General Power of Appointment." This gives you the ability to redirect the disposition of trust assets pursuant to your Will, if you so desire. This provision is contained in the trust agreement predominately to avoid a possible negative gift tax implication.

Clause THIRD deals with the payment of estate taxes and estate related expenses. Generally, this Clause is drafted to direct that these expenses be paid out of estate assets in such a manner as to provide the most tax efficient result.

Clause FOURTH disposes of tangible personal property. All of these items will pass to Mattie or her issue.

Clause FIFTH disposes of the balance of your estate by directing that all assets be held in trust for the benefit of Mattie and Mattie's issue. Income and/or principal, in the discretion of the Trustees, may be distributed to or for the benefit of Mattie or any of her issue (natural or adopted, but not through marriage). Upon Mattie's death, the trust will terminate whereupon the remaining principal will be distributed to Mattie's then living issue.

Clause SIXTH provides for the designation of alternative beneficiaries in the event neither Mattie nor her issue is living at any time. In such event, all remaining property will be distributed to your cousin, Bruce Siegal, or his issue.

Clause SEVENTH deals with discretionary powers granted to the Trustees in respect of the income and principal of the trust under Clause FIFTH.

Clause EIGHTH deals with the testamentary power of appointment granted to Mattie. Paragraph (B) thereof provides for any property which becomes distributable to a minor to be held in trust until age 21.

Clause NINTH provides for the appointment of Trustees. During your lifetime, you will serve as sole Trustee. Frank Selvaggi and Joshua Schmell are designated as your successor Trustees during your lifetime and as Trustees of the trust under Clause FIFTH.

Clause TENTH deals with various administrative powers.

Clause ELEVENTH is a provision regarding the need of the Trustees to provide accountings.

Clause TWELFTH provides authority for the Trustees to receive additional trust assets from time to time and provides a technical direction as to how such assets are to be treated for trust accounting purposes as between principal and income.

Clause THIRTEENTH is a provision which authorizes you, as the Grantor of the trust, to either amend the trust or revoke it at any time.

Clause FOURTEENTH is a necessary provision to avoid trust assets becoming embroiled in any claims of creditors of any beneficiary.

Clause FIFTEENTH provides that the trust is governed by New York law and provides that the Trustees may change the situs of a trust.

Clause SIXTEENTH simply provides authorization for multiple original trust agreements to be executed.

B. "Pour Over" Will

The Will is a so-called "pour-over" Will, which directs the distribution of assets to your Living Trust to be disposed of according to the terms of that trust agreement. This document is only necessary if you have not transferred all of your assets to the trust during your lifetime.

Clause FOURTH provides for the appointment of Frank Selvaggi and Joshua Schmell as Executors.

C. Deed of Gift of Tangible Personal Property

This document deals with personal property, such as furniture and jewelry. Since such assets do not have formal ownership registration, it is the intention of this document to convey ownership of such items to your Living Trust so that they are also disposed of according to the terms thereof.

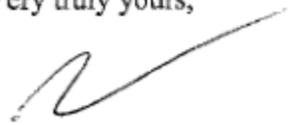
I trust you will find the Health Care Proxy to be self-explanatory.

Ms. Peggy Siegal  
May 10, 2016  
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After you have had an opportunity to review the enclosures, please contact me with any questions or comments you may have. Arrangements will be made at that time to finalize and execute the documents.

Best regards.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Franklin H. Julie', with a long, sweeping horizontal stroke extending to the right.

Franklin H. Julie

NCS/  
Encl.

cc: Joshua Schmell (w/encl.)