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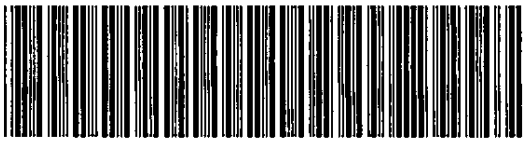
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**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Casey Key U.S. Properties Trust

A Canadian TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Casey Key U.S. Properties Trust, a

(Name of Trust)
Canadian Trust hereby affirms in order to file or qualify

(State)
Casey Key U.S. Properties Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.

2. The principal address is 1284 Wellington St.

Ottawa, Ontario, Canada K1Y 3A9

3. The registered agent and street address in the State of Florida is:
F. Gant McCloud

240 S. Pineapple Ave., Sixth Floor, Sarasota, FL 34236

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

F. Gant McCloud

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Jeff Wright

Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

NOTARY

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CANADA

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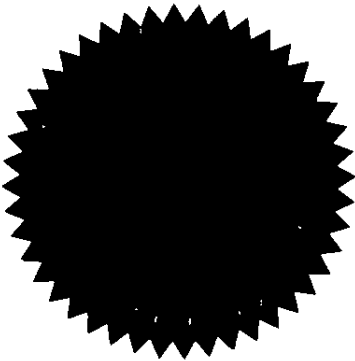
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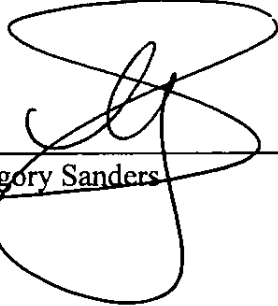
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MAY COME, BE SEEN OR KNOWN

I, **Gregory Sanders**, a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Ottawa, in the Province of Ontario, **Do Certify and Attest** that the paper-writing hereto annexed is a true copy of the Casey Key U.S. Properties Trust, settled the 21st day of July, 2011, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at Ottawa, Ontario this 22nd day of October, 2014.





Gregory Sanders

A Notary Public in and for the Province of Ontario.

CASEY KEY U.S. PROPERTIES TRUST

Date of Settlement: July 21, 2011

**Perley-Robertson, Hill & McDougall LLP
Barristers & Solicitors
1400-340 Albert Street
Ottawa, Ontario, Canada
K1R 0A5**

THIS TRUST INDENTURE made to be effective as of the 21 day of July, 2011.

BETWEEN:

STEPHEN GREENBERG, of the City of Ottawa in the Province of Ontario,

(the "Settlor")

OF THE FIRST PART,

AND:

MALCOLM HAYES, of the City of Ottawa in the Province of Ontario,

(the "Original Trustee")

OF THE SECOND PART.

WHEREAS the Settlor desires to establish a trust to be known as the **Casey Key U.S. Properties Trust**, for the benefit of the Beneficiaries;

AND WHEREAS the Settlor wishes to enter into this Indenture to witness the creation of the trust, confirm its terms and define the rights and obligations of the Trustees;

AND WHEREAS the Original Trustee has agreed to act as Trustee under this Indenture for the purpose of holding the property and Assets, including the US Property forming part of the Trust Fund, on and subject to the trusts hereinafter declared;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT the parties hereto have agreed and do hereby covenant and agree as follows:

1. **DEFINITIONS**

In this Indenture and in any instrument supplemental or ancillary hereto, unless the context otherwise requires:

- (a) "Age of Majority" means the age of twenty-one (21) years old.
- (b) "Assets" includes cash and all other property both real and personal and both tangible and intangible and any interests therein, including the US Property.
- (c) "Beneficiaries" means **Jocelyn Greenberg, Lee Michael Greenberg, Jessica Greenberg, Emma Greenberg and the Issue of Stephen Greenberg.**
- (d) "Children" or "Child" means the children of **Stephen Greenberg and Jocelyn Greenberg.**
- (e) "Discretion" means, in the context of any action taken by the Trustee, the absolute ability and authority of the Trustees to make responsible decisions in any manner the Trustees may determine. The exercise by the Trustees of their Discretion shall be binding upon all the Beneficiaries and shall not be subject to question by any person, official, authority, court or tribunal, whatsoever or whomsoever, provided that the Trustees have acted bona fide in the exercise of such power.
- (f) "Divestiture Date" means, in relation to a Beneficiary, the day immediately prior to the date upon which,
 - (i) The Beneficiary becomes a bankrupt or is deemed by law to have become a Bankrupt; or
 - (ii) The Beneficiary assigns, transfers, charges or encumbers his or her income, capital or other interest in the Trust Fund, without the written consent of the Trustee. For this purpose the Trustees may, in their Discretion, give or withhold such consent upon such terms as they may deem appropriate; or
 - (iii) The Beneficiary has done any act or suffered any act to be done whereby his or her income or other interest in the Trust Fund, or some part thereof would become vested in or belong to or be payable to some other person or persons, if such act is done or suffered to be done, without the written consent of the Trustees. For this purpose the Trustees may, in their Discretion, give or withhold such consent upon such terms as the Trustees may deem appropriate.
- (g) The "Divestiture Period" means, in relation to a Beneficiary, the period of time commencing upon the Divestiture Date and continuing until the occurrence of the relevant event of the following events:

- (i) The Beneficiary ceases to be a bankrupt;
 - (ii) The assignment, charge or encumbrance of the Beneficiary's interest in the Trust Fund made without the written consent of the Trustees has become void or otherwise has become unenforceable; and
 - (iii) The act done or suffered by the Beneficiary whereby such Beneficiary's interest in the Trust Fund or some part thereof would become vested in or belong to or be payable to some other person, has become void or has otherwise become unenforceable.
- (h) "Excise Tax Act" means the Excise Tax Act, R.S.C. 1985, c. E-15, as amended, or such further or other legislation as may be enacted to replace, amend or supplement this Act.
- (i) "Family Law Act" means such legislation in the jurisdiction in which a Beneficiary is resident, that relates to matrimonial property of such Beneficiary.
- (j) "Income Tax Act" means the Income Tax Act (Canada) R.S.C. 1985, c. 1 (5th Supp.), any legislation enacted by a province of Canada relating to matters similar to the Income Tax Act (Canada) and such other legislation as may be enacted to replace, amend or supplement these Acts.
- (k) "Indenture" means this Trust Indenture, and any instrument supplemental or ancillary hereto.
- (l) "Issue" means the Children and Lineal Descendants of a specified person.
- (m) "Lineal Descendants" means a direct blood relative and includes legally adopted children and step children of a Child, unless specifically indicated otherwise.
- (n) "Person Entitled to Appoint Additional Trustees " means:
- (i) **Stephen Greenberg;**
 - (ii) after the death or incapacity of **Stephen Greenberg, Jocelyn Greenberg;** and
 - (iii) after the death or incapacity of **Jocelyn Greenberg,** the personal representatives of **Stephen Greenberg.**
- (o) "Time of Distribution" means the earlier of:
- (i) the date which is one hundred and eighty (180) days after the Time of Division; and

- (ii) such date as the Trustee in he Discretion determines by instrument in writing signed by the Trustee, and delivered in counterparts to every adult Beneficiary living at the time of signing of such instrument.
- (p) "Time of Division" means the earlier of:
 - (i) the date which is the day before the expiry of the period of twenty-one years from the death of the last survivor of the issue of his late Majesty King George the Sixth living at the date of this Indenture; and
 - (ii) such date as the Trustee in her Discretion determine by instrument in writing signed by the Trustee, and delivered in counterparts to every adult Beneficiary living at the time of signing of such instrument.
- (q) "Trust" means the **Casey Key U.S. Properties Trust**.
- (r) "Trustees" means the trustee or trustees from time to time acting under this Indenture and shall include the Original Trustee and any trustee or trustees appointed pursuant to the provisions of paragraph 18 below.
- (s) "Trust Fund" means the Trust Settlement and all other Assets contributed to or acquired by the Trust following the Settlement, including additional funds from the Settlor to be used to acquire the US Property, which may at any time be substituted therefore and all other Assets which at any time may be assigned, transferred, acquired, or appointed to the Trustees by the Settlor or any other person or persons and which Assets the Trustees may be willing to accept and hold upon the terms of this Indenture and all capital accretions to and all income from such Assets; but excluding all amounts which have been paid or disbursed from the Trust (whether out of capital or income) in the normal course of administration or pursuant to the provisions of this Indenture.
- (t) "Trust Settlement" shall mean the property contributed by the Settlor as outlined in Schedule 1.
- (u) "US Property" means any property located in the United States of America to be acquired by the Trust and to be used for the personal enjoyment of the Beneficiaries.

2. LANGUAGE

In this Indenture and in any instrument supplemental or ancillary thereto, the singular includes the plural and the masculine includes the feminine and vice versa.

3. TRUST SETTLEMENT

The Original Trustee hereby acknowledges the receipt from the Settlor of the Trust Settlement which shall be regarded as a gift to be held upon and subject to the trusts hereof. Notwithstanding that there may be some delay in the actual conveyance, assignment and delivery of the said settlement to the said Trustees, the effective commencement date of this Trust shall be the date first above written, and until such time as the said settlement shall have been actually delivered to the said Trustees or any of them, the Trust property shall consist of the Settlor's promise and covenant to make and deliver the said gift and settlement.

4. DIVESTITURE PERIOD

Notwithstanding anything to the contrary herein contained, the Divestiture Period in relation to any Beneficiary shall terminate upon the earlier of the day outlined in the definition of Divestiture Period or the day immediately preceding the Time of Division, whether the same occurs by the effluxion of time or by the determination of the Trustees.

5. ACCUMULATION OF INCOME

The Trustees shall hold the Trust Fund and, until the Time of Division, they may at any time pay to or apply for the benefit of the Beneficiaries, or such one or more of them to the exclusion of the other or others, and in such proportions as the Trustees in their Discretion may determine, all or so much of the income, if any, derived from the Trust Fund as the Trustees in their Discretion determine to be appropriate for the benefit of such Beneficiaries to provide for their maintenance, health, education and support in accordance with the ascertainable standard exception in Internal Revenue Code, section 2041 ("IRC 2041"). Any income from the Trust Fund which is not so paid or applied in any year, or within ninety days thereafter, shall be accumulated by the Trustees and added to the capital of the Trust Fund. Provided, however, that notwithstanding any other provision in this Indenture, the income from the Trust Fund shall not be accumulated beyond the date which the law governing this Indenture deems to be the end of the longest period under which income may be lawfully accumulated, but shall be paid prior to such date to such of the Beneficiaries as the Trustees shall in their Discretion decide.

6. ACCUMULATION OF CAPITAL

Subject to paragraph 5, the Trustees shall hold the Trust Fund and, until the Time of Division, they may at any time pay to or apply for the benefit of the Beneficiaries, or such one or more of them to the exclusion of the other or others, and in such proportions as the Trustees in their Discretion may determine, all or so much of the capital, if any, derived from the Trust Fund as the Trustees in their Discretion determine to be appropriate for the benefit of such Beneficiaries to provide for their maintenance, health, education and support in accordance with the ascertainable standard exception in IRC 2041.

7. DISTRIBUTION OF CAPITAL

- (a) Subject to this article 7, at the Time of Division, the Trustees shall allocate and divide the whole of the Trust Fund then remaining, including any accumulated income thereon among the Beneficiaries or to such one or more of them to the exclusion of the other or others, and in such proportions as the Trustees may in their Discretion determine (each such allocation being referred to as "Share").

The Trustees shall pay over and distribute any Share so allocated to a Beneficiary alive at the Time of Distribution as that Beneficiary's absolute property. If a Beneficiary is alive at the Time of Division but has died before the Time of Distribution of a Share, the said Share shall be distributed by the Trustees to any or all of the Issue of such deceased Beneficiary alive at the date of such Beneficiary's death, as the Trustees in their Discretion, determine.

- (b) In the event of the failure of any gift hereunder for any reason, the Trust Fund, or the portion thereof which fails to vest, shall, at the Time of Distribution be paid or transferred in accordance with the Will of Jocelyn Greenberg, as if she had died without a spouse surviving her.
- (c) Distributions to a Beneficiary who is also a Trustee of the Trust at the Time of Division shall be limited to amounts for the maintenance, health, education and support of such Beneficiary in accordance with the ascertainable standard exception in IRC 2041.

8. TRANSFER TO ANOTHER JURISDICTION

The Trustees may, if they see fit, appoint the whole or any part of the Trust Fund to another trust in any jurisdiction in or outside Canada provided that the Trustees are satisfied that the persons beneficially interested in such other trust are the same persons or class of persons and have similar interests as the Beneficiaries hereunder, and the terms of such other trust are substantially identical to the terms upon which the Trustees are to hold the Trust Fund. The appointment of the whole or any part of the Trust Fund as aforesaid shall be in satisfaction of the capital interests of such Beneficiaries as the Trustees in their Discretion, determine.

9. MINORS

If any capital or any of the income of the Trust Fund shall be payable or distributable to a Beneficiary who is under the Age of Majority, the amount payable or distributable (hereinafter referred to as an "Infant's Share") may be held and kept invested by the Trustees. The net income and capital of an Infant's Share, as the Trustees in their Discretion determine, may be used for the care, maintenance, education and advancement in life of such infant until he attains the Age of Majority. Any income of an Infant's Share not so used in any year shall be accumulated and added in such year to the capital thereof. The provisions of this Indenture respecting the administration of the Trust Fund shall apply mutatis mutandis to any Infant's Share held by the Trustees.

10. THIRD PARTY PAYMENTS

The Trustees are authorized to make any payment or distribution, whether of income or of capital, for or on behalf of any Beneficiary under the Age of Majority, or to any Beneficiary who is under a disability in any one or combination of the following ways:

- (a) Directly to such Beneficiary.
- (b) Directly in payment of the expense of support, maintenance, advancement, betterment, schooling, development, and medical, surgical, hospital, or other institutional care of such Beneficiary (notwithstanding that such Beneficiary's parent or parents may also be liable for the support and maintenance of such Beneficiary).
- (c) To the natural guardian (being the male parent, if alive, or the female parent, if the male parent is deceased) or legal guardian of such Beneficiary.
- (d) To any other person whether or not appointed guardian of the Beneficiary who shall have the care and custody of the person or property of such Beneficiary.

The Trustees shall not be under any duty to see to the application of funds so paid, and the receipt by the recipient of such payment shall be a full and sufficient discharge to the Trustees provided further that such payment, whether it constitutes income of the Trust or capital of the Trust may be made in cash, kind or specie, in the Discretion of the Trustees; and provided further that the recipient of such payment shall be at liberty to re-deliver such payment to the Trustees, as the Trustees for such Beneficiary, and in that event and so often as same shall occur, the Trustees shall hold same, invest same and otherwise deal with it under the same terms and conditions and powers conferred upon them with respect to the original capital of the Trust and any income arising therefrom shall be accumulated by the Trustees, or in their Discretion, be paid to for the benefit of such Beneficiary, in the manner hereinbefore referred to in this paragraph, until such Beneficiary shall achieve the Age of Majority, and as soon thereafter as is reasonably possible, the Trustee shall pay to the said Beneficiary all of the said re-delivered payments together with any accumulated income as yet unpaid to the said Beneficiary earned thereon.

Without limiting the generality of the foregoing, such re-delivery of such Beneficiary's payments may take the form of a loan to the Trust, or to any corporation or firm in which the Trust is interested, or by the purchase of shares, whether common, preferred or of any other class, or other securities of any corporation in which the Trust is interested, or in which any of the Trustees may be personally interested, or in which any of the parents or guardians of such Beneficiary may be interested, and such final payment to such Beneficiary up to his attaining the Age of Majority may also be in cash, specie or kind, or in the form in which the investment may be at the time of ultimate distribution to the Beneficiary.

Neither the Trustees nor the person receiving and re-delivering to the Trustees any payment for any Beneficiary shall be liable to such Beneficiary for any loss, neglect, default, damage or reduction in value suffered by such Beneficiary or his interest by their having so acted.

The Trustees may exercise the power, at any time and from time to time, to enter into Agreements or arrangements with any parent or guardian of the Beneficiary and, for this purpose, the Trustees may covenant to reimburse any payment or payments made at the request of the Trustees for the benefit of any Beneficiary.

11. ADMINISTRATION OF TRUST FUND

In addition to all other powers conferred upon them by the other provisions of this Indenture or by any statute or general rule of law, the Trustees shall have and are hereby given the power and authority in their Discretion to administer the Trust Fund and the Trustees shall have the right to take any action and to exercise any rights, powers and privileges which may exist or arise in connection with the Trust Fund as fully as an individual could if he were the sole owner of the Trust Fund. Without in any way limiting the generality of the foregoing, the Trustees have the power and authority:

- (a) To grant a life interest in the US Property to the Beneficiaries for use during their lifetime, or for any shorter period they may desire.
- (b) To charge fair market value rent to any users of the US Property other than the Beneficiaries.
- (c) To invest any money constituting part of the Trust Fund in any investments which the Trustees consider advisable, notwithstanding that such investments may not be investments authorized by law for trustees.
- (d) To apply for and purchase, as an authorized investment of the Trust Fund, life insurance on the life of any person (including the Trustees); to accept as assignees, for a consideration or as a donation to the Trust Fund, any life insurance policy or policies on the life of any person and/or benefits under any such policy or policies; and to use and apply any portion of the capital of the Trust Fund in the payment or prepayment of premiums upon or for the purpose of maintaining in force, any such insurance whether applied for and purchased by the Trustees or accepted by them as assignees or donees. Any insurance so held by the Trustees shall be deemed to be an authorized investment for the purposes of the Trust and whenever the Trustees pay or prepay any premium or premiums on any insurance, they shall be deemed to have made an authorized investment. The proceeds of any such insurance and any amount payable as a result of the prepayment of premiums shall be payable and paid to the Trustees and, when received by them, shall constitute part of the capital of the Trust Fund. The Trustees are empowered to exercise all rights and powers arising with respect to any policy of

insurance held by the Trustees and to dispose of such policy in such manner, at such time, for such price and upon such terms as they consider advisable.

- (e) Upon such terms and subject to such conditions as they may see fit, to borrow on behalf of the Trust such amount or amounts as they may deem necessary or advisable, and, for the repayment of any amount so borrowed, to mortgage, pledge, hypothecate or otherwise charge all or any part of the Trust Fund. No person or bank from whom any amount is borrowed shall be obliged in any way to see to the application of the moneys advanced.
- (f) To sell, transfer, assign, exchange, convey, mortgage, lease or otherwise dispose of any of the Assets from time to time constituting the Trust Fund in any manner the Trustees may deem proper and at such price, upon such terms and for such consideration as the Trustees shall deem suitable; to give any option with respect to any property in the Trust Fund and generally to perform all acts of alienation and ownership with respect to the Trust Fund to the same extent and with the same effect as if they were the absolute owners of the Trust Fund. In so doing the Trustees are empowered to execute and deliver all deeds or other instruments as may be necessary or desirable to make good and sufficient title to any such Trust Asset and they shall not be bound to secure the consent or approval of any person, official, authority, tribunal or Court whomsoever or whatsoever.
- (g) To acquire and exercise all rights incidental to the ownership of stocks, shares, bonds and other securities, and any other investments and property held as part of the Trust Fund, including voting all stocks, shares, and other securities and issuing proxies to others; to sell or exercise any subscription rights and, in connection with the exercise of subscription rights, to use Trust moneys for such purpose; to consent to and join in any plan, re-organization, re-adjustment, merger, amalgamation or consolidation with respect to any corporation whose stocks, shares, bonds or other securities at any time form part of the Trust Fund; and to authorize the sale of the undertaking or Assets or any portion of the Assets or undertaking of any such corporation.
- (h) To purchase as an investment and to hold as part of the Trust Fund any Assets owned by a Trustee or forming part or all of the Trustee's estate upon or after a Trustee's death at such price and upon any such terms that the Trustees in their Discretion determine, and any purchase so made, and the price paid or terms agreed upon in reference thereto shall not be subject to question by any person who may be entitled hereunder or by any Court or tribunal whatsoever.
- (i) To advance moneys out of the Trust Fund by way of loan to any individual or corporation, such loans to be made with or without interest, upon such terms as to payment and with or without security, all as the Trustees in their Discretion deem advisable.
- (j) To sell, assign or transfer any or all of the Assets then held in the Trust Fund at the fair market value of the subject matter of such sale, assignment or transfer, as determined by

the Trustees, and upon such terms and conditions also as determined by the Trustees in the exercise of their Discretion.

- (k) To guarantee, with or without security, the performance of contracts and the performance of undertakings and obligations of any person, corporation, partnership, firm or association, including the payment of interest, principal and premium, if any, of or on bonds, debentures or other securities, mortgages or liabilities of any such person, corporation, partnership, firm or association.
- (l) Upon any distribution of the Trust Fund or of any part thereof, to distribute the same either wholly or in part in money or in other Assets of the Trust Fund and for the purpose of such distribution, and for any other purpose hereunder, to place such value on the Assets from time to time forming the whole or any part of the Trust Fund or of any share therein as they in their Discretion deem just and proper and any such valuation shall be absolutely final and binding upon all persons entitled hereunder; and upon any such distribution to determine to whom or to what share specified Assets shall be given or allocated and to distribute the same subject to the payment of such amounts as shall be necessary to adjust the shares of the various beneficiaries.
- (m) To impose such conditions on any Beneficiary in connection with any payment or allocation made to such Beneficiary as may be deemed appropriate by the Trustees. Without limiting the generality of the foregoing, the Trustees may in their absolute discretion, require any such Beneficiary to give security to the Trust for all or any part of any liability for income or other taxes which may fall upon the Trust or any other beneficiary at any time because of such payment or allocation.
- (n) To give or withhold the consents referred to in paragraph 1(f) of this Indenture.
- (o) It may be that, at any time and from time to time, the Trustees may find it necessary or appropriate, or may be required, or may decide, to take steps or proceedings, or to create, or join in, any proposal, scheme, plan, development or undertaking or to create or initiate or join in the creating of any trust, corporation, partnership or proprietorship in circumstances in which his or her personal interests may be in conflict in some manner or other with his or her fiduciary interests as Trustee, or in conflict with interests of one or more of the Beneficiaries. Notwithstanding the foregoing, the said Trustees are hereby empowered to enter into any of such proposals, schemes, plans, developments, corporations, trusts, corporation partnership, proprietorship or like entity whenever and as often as in his or her Discretion he or she shall determine, whether or not such conflict of interest exists.
- (p) The Trustees may, in their personal capacities, at any time and from time to time, enter into purchases and sales of any property (including the Trust Fund), loans or any other transactions in circumstances in which their personal interests may be in conflict in some manner or other with their fiduciary interests as Trustees, or in conflict with the interests of the Beneficiaries. Notwithstanding the foregoing, they or either of them are hereby

empowered to enter into any such transaction whenever and as often as in their Discretion they shall determine, whether or not such a conflict or interest exists.

12. CARE AND MAINTENANCE OF PROPERTY

Prior to the Time of Distribution, the Trustees shall pay all costs associated with capital improvement and renovation of the US Property. The Trustees may in their Discretion request that the Beneficiaries pay taxes on the property, the insurance premiums necessary to keep the property insured to such extent and against such risks as the Trustees in their absolute discretion consider reasonable and all costs associated with keeping the property in a state of repair satisfactory to the Trustees including utilities, maintenance and repair.

13. NOMINEE OWNERSHIP

All Assets from time to time constituting the Trust Fund shall be held by and registered in the name of the Trust or in the name of its nominee or nominees or otherwise as the Trustees in their Discretion decide.

14. INSURANCE POLICIES

The Trustees shall not be responsible for the form, genuineness, validity, sufficiency or effect of any policy of insurance at any time included in the Trust Fund, or for the act of any person which may render any such policy null and void, or for the failure of the insurance company or issuing body to make payment under such policy when due and payable, or for any delay occasioned by reason of any restriction or provision contained in any such policy, or if for any reason (other than failure to pay premiums as provided for in this Indenture) any policy shall lapse or otherwise become uncollectible; and provided always that the Trustees shall only be liable for the payment of premiums to the extent of the Assets of the Trust Fund available from time to time for the payment thereof.

15. DISTRIBUTION FOR TAXES

The Trustees shall have the Discretion to pay out of the income or capital of the Trust Fund, any taxes or other imposts payable in connection with the Trust Fund or payable by any Beneficiary in respect of the Trust Fund or any part thereof.

16. INCOME TAX ACT

The following provisions of this paragraph 16 are made to assist, without limiting, the Trustees in administering the Trust hereby constituted and in complying with the provisions of the Income Tax Act (Canada), the Internal Revenue Code, and the Excise Tax Act (Canada). Any reference to an item being taxable refers to the taxation of such item pursuant to the legislation mentioned earlier in this paragraph. The words "preferred beneficiaries" and "accumulating income" shall have, for the purpose of these provisions, the meanings given to such words in the Income Tax Act:

- (a) In any taxation year that the Trustees realize a capital gain on the disposition or deemed disposition of any Assets held in the Trust or in any Share thereof, they shall immediately allocate the taxable portion of such gain to an account to be known as the "taxable capital gain account" and shall allocate the non-taxable portion of such gain to the capital of the Trust or a Share thereof. The taxable capital gain account shall be considered income for purposes of computing the income of the Trust and shall be part of the accumulating income of the Trust. Any amount of the taxable capital gain account not paid or applied in any year in favour of a Beneficiary, or within ninety (90) days thereafter, shall be added to the capital of the Trust.
- (b) The Trustees are authorized from time to time to join with any preferred beneficiary of the Trust in making any election in a manner prescribed by any provisions of the Income Tax Act enabling them to do so, in order to allocate for purposes of the Income Tax Act the whole or any part of the accumulating income of the Trust Fund in any taxation year to such preferred beneficiary.
- (c) In addition to all other powers conferred upon them by the other provisions of this Indenture, the Trustees are authorized at any time to pay to any Beneficiary of the Trust an amount out of the accumulating income or capital of the Trust or a Share thereof in any year sufficient to enable such Beneficiary to pay any increased liability of that Beneficiary under the Income Tax Act resulting from any election made by such Beneficiary and the Trustees, whereby some or all of the accumulating income for that taxation year is paid or applied to such Beneficiary.
- (d) Notwithstanding that the Trustees and a preferred beneficiary in respect of any taxation year, jointly elect in the prescribed manner and within the prescribed time set out in the Income Tax Act that any part of the accumulating income of the Trust for the year is to be included in computing the income of the preferred beneficiary for the year for income tax purposes, the preferred beneficiary shall not for that reason be entitled to any interest of any kind whatsoever in that portion of the accumulating income of the Trust upon which the preferred beneficiary and the Trustees may have from time to time so elected to form part of a preferred beneficiary's income for income tax purposes.

17. TAX ELECTIONS

Without in any way limiting the generality of the provisions of paragraph 16 of this Indenture, the Trustees shall have the Discretion to make or not to make any elections, determinations, distributions, designations and/or allocations for the purposes of the Income Tax Act, the Excise Tax Act, the Internal Revenue Code, or any similar legislation of any Province or other jurisdiction in force from time to time as they in their Discretion decide, whether or not such elections, determinations, distributions, designations and/or allocations may have the effect of conferring an advantage on any one or more of the Beneficiaries or could otherwise be considered but for the foregoing as not being an impartial exercise by the Trustees of their duties under this Indenture or as not being the maintaining of an even hand among the Beneficiaries.

This includes claiming the principal residence exemption pursuant to paragraph 40(2)(b) of the Income Tax Act, which decision may be made by the Trustees in their sole discretion.

18. RESIGNATION OF TRUSTEE

Any Trustee shall be entitled at any time to resign on thirty (30) days' notice in writing sent to the Person Entitled to Appoint Additional Trustees or upon such shorter notice as such person will accept as sufficient. The Person Entitled to Appoint Additional Trustees is entitled, by instrument in writing, to appoint any person other than the Settlor as a Trustee to fill any vacancy occurring in the office of Trustee hereunder. The Person Entitled to Appoint Additional Trustees has the right at any time, by instrument in writing, to increase the number of Trustees and to appoint any person as a Trustee to fill the vacancy so created. Where there are no Trustees in office at a particular time, the Person Entitled to Appoint Additional Trustees shall have the right to fill such vacancies.

Every person so appointed as a Trustee hereunder shall before as well as after the Trust Fund becomes vested in him, have the same powers, authorities and Discretion, and may in all respects act, as if he had been an original Trustee.

19. TRUSTEE REMUNERATION

- (a) The remuneration of the Trustees shall be a first charge on the Trust Fund and shall be charged first to the income derived therefrom and then to the capital thereof. The remuneration shall be such amount as may be agreed upon from time to time by the Person Entitled to Appoint Additional Trustees, which shall be paid from time to time from the capital or income of the Trust Fund, in such amounts and at such intervals during any accounting period as may be appropriate, subject to the subsequent approval of such amounts by those to whom the Trustees would normally submit their accounts, and subject to such adjustments as are necessary.
- (b) Any Trustee hereunder being a chartered accountant or solicitor or engaged in any profession or business may make and be paid all usual professional and other charges for work done by him or her or his or her firm or any member thereof in relation to the administration of this Trust in the same manner in all respects as if he or she were not a Trustee under this Agreement, and also his or her reasonable charges in addition to disbursements for all work and business done and all time spent by him or her and his or her firm or any member thereof in connection with matters arising in the premises including matters which might or should have been attended to in person by a Trustee not being a chartered accountant or a solicitor or other professional person but which such Trustee might reasonably require to be done by a chartered accountant or solicitor or other professional person.

20. DECISION OF TRUSTEES

Unless otherwise specified in this Indenture, all questions requiring action by the Trustees shall be determined by a majority of the Trustees, or, if less than three (3) Trustees, unanimously. The Trustees may adopt any rules and regulations which they from time to time deem proper to govern their own procedure. The Trustees may act either by a resolution passed at a meeting or by an instrument in writing signed by a majority of the Trustees. Any such decision or act by resolution or by instrument in writing of the Trustees shall, for all purposes of this Indenture, be deemed the decision or act of all the Trustees. Unless otherwise specified in this Indenture, every deed or instrument of every nature or description executed by a majority of the Trustees shall be as valid, effectual and binding as if executed by all.

The Trustees (or any of the Trustees if there are more than one) may delegate to any person (including if thought fit to any other Trustee) at any time and for any period in any manner and upon any terms all or any of the trusts powers duties and discretions imposed or conferred upon the Trustees by this Settlement or by law without being liable for the acts or defaults of any delegate.

The Trustees may establish any company or other entity or any partnership in any jurisdiction and may consent to and participate in any structural change of any kind proposed in relation to any company or other entity or partnership in which the Trustees hold an interest.

The Trustees are under no duty to enquire into the conduct of, or obtain any information regarding, a company in which they are interested and, unless they have knowledge of circumstances which call for enquiry, they may assume at all times that the business of any such company is being conducted diligently in their best interests and that all information received is accurate and truthful.

The Trustees shall not be bound to exercise any control they may have over or to become involved in the conduct of the business of any company. The Trustees may leave the conduct of such business to the persons authorised to take part in the conduct thereof and shall not be bound to supervise them as long as the Trustees have no actual knowledge of any dishonesty relating to such business.

The Trustees are under no duty to procure distributions from a company in which they are interested.

21. BANKING

Notwithstanding the other provisions of this Indenture, the following provisions shall govern the banking and brokerage arrangements of the Trust hereby constituted:

- (a) The Trustees may appoint any bank, trust company or brokerage (a "banker") to be their banker for the purpose of the Trust Fund.

- (b) Any one of the Trustees may be designated by the Trustees to act on behalf of the Trust:
 - (i) to sign, endorse, make, draw and/or accept any cheques, promissory notes, bills of exchange or other negotiable instruments, any orders for the payment of money, contracts for letters of credit or foreign exchange and generally all instruments or documents for the purpose of binding or obligating the Trustees in any way in connection with the accounts and transactions of the Trust with the banker, whether or not an overdraft is thereby created. Instruments and documents so signed shall be binding upon the Trustees; or
 - (ii) to receive from the banker all statements of account, cheques and other debit vouchers, unpaid and unaccepted bills of exchange and other negotiable instruments and to delegate in writing, to be filed with the banker, such authority to one or more other persons.
- (c) Any one of the Trustees is authorized on behalf of all the Trustees to negotiate with, deposit with or transfer to the said banker (for the credit of the Trust's account only), all or any cheques, promissory notes, bills of exchange or other negotiable instruments, and orders for the payment of money and for the said purpose to draw, make, sign and/or endorse all or any of the foregoing, and every such signature shall be binding upon the Trustees.

22. ADDITIONS TO TRUST

Any person with the approval of the Trustees, may at any time add to the Trust Fund by way of outright gift or by way of loan.

23. REVERSION TO SETTLOR

Notwithstanding any of the provisions of this Trust Agreement, under no circumstances shall property pass to the Settlor. Furthermore, this Trust or the Trustee hereunder shall not directly or indirectly acquire or accept property if:

- (a) it or property substituted therefore may:
 - (i) revert to the person (herein the "Transferor") from whom the property or property for which it was substituted was directly or indirectly received, or
 - (ii) pass to persons to be determined by the Transferor at a time subsequent to the creation of the Trust, or
- (b) the terms of such acquisition or acceptance provide that the property cannot be disposed of except with the Transferor's consent or in accordance with the Transferor's direction.

24. PROPRIETY OF ACTIONS

The Trustees shall be entitled to exercise their said powers and authority in their Discretion, whenever, and as often, from time to time, as they shall deem advisable until actual and final distribution of the Trust Fund and the termination of the Trust, without application to or approval by any Court, or "Official Guardian" or like official, for any Province or State or County, and as to which their judgment shall be final and binding upon all parties interested or potentially interested in this Trust, and no person, firm or corporation having any dealing with the Trustees or the Trust shall be charged with any duty to enquire into the propriety of or the authority for any action, deed or thing done by the said Trustees.

25. RIGHTS OF BENEFICIARIES

Any rights of a Beneficiary who has deceased prior to the Time of Division and Time of Distribution shall accrue to the benefit of any or all of the Issue of such deceased Beneficiary.

Notwithstanding anything to the contrary contained in this Indenture, any right of a Beneficiary to receive any income or capital of the Trust Fund or claim under the provisions hereof or as a result of any Discretion exercised by the Trustees shall be enforceable only until the Divestiture Date, whereupon and so long as the Divestiture Period shall continue, the right of such Beneficiary to receive the said income or capital and all claims of the Beneficiary hereunder shall cease and the said income or capital and the said claims shall no longer be payable to or belong to such Beneficiary until the Divestiture Period has terminated and then the right of such Beneficiary to receive income or capital and the said claims shall revive and such income or capital shall again be payable to such Beneficiary as aforesaid unless and until the Divestiture Date shall occur whereupon the right of such Beneficiary to receive such income or capital and the said claims shall again cease during the Divestiture Period and so on from time to time. During any Divestiture Period the Trustees may in their absolute discretion:

- (a) Spend such part of such income or capital as they shall deem advisable for the benefit, support, maintenance, advancement or education of the said Beneficiary or his or her child or children; or
- (b) Pay income or capital or any part thereof to any other Beneficiary hereunder for such purpose and on such terms and conditions as they may think proper to prescribe; or
- (c) Retain the same or any part thereof and add the income to the capital of the share from which such income is derived; or
- (d) Pay and dispose of such income or capital partly in one manner as aforesaid and partly in another or others.

26. INDEMNITY OF TRUSTEES

The Trustees hereby accept and agree to be bound by the terms of this Indenture. The Trustees shall be fully protected in exercising any Discretion granted to them in this Indenture and shall not be liable to the Settlor, to the Settlor's estate, to any Beneficiaries or to any other person whomsoever by reason of the exercise of any such Discretion. The Trustees shall exercise the powers and Discretion given to them in what they deem to be the best interests, whether monetary or otherwise, of the Beneficiaries, whether or not such exercise may have the effect of conferring an advantage on any one or more of Beneficiaries at the expense of other Beneficiaries or would otherwise, but for the foregoing, be considered as being other than an impartial exercise of their duties hereunder or as not being the maintenance of an even hand among the Beneficiaries. All such exercise of the Trustees' powers and Discretion shall be binding upon all the Beneficiaries and shall not be subject to any question by any person, official, authority, Court or tribunal whatsoever or whomsoever.

27. RELATIONSHIP

For purposes of this Indenture, unless otherwise specified in this Indenture, a person in terms of a relationship to another person determined by blood or marriage shall not include a person born outside marriage or a person who comes within the description traced through another person who was born outside marriage. However, a person who has been legally adopted shall not be regarded as having been born outside marriage in respect of that person's adopting parents, and a person whose natural parents subsequently marry shall not be regarded as having been born outside marriage in respect of that person's natural parents, and any person born outside marriage to a natural parent who subsequently acts as a de facto guardian of such person shall be considered as having been born within the marriage of such natural parent.

28. FAMILY LAW ACT

In the event that any benefit devolving on an individual under this Trust is subject to a matrimonial property regime that requires property sharing and if such matrimonial property regime allows for a benefit to be excluded from such property sharing, it is hereby excluded, it being intended to benefit that person exclusively. The term "benefit" used herein shall include movable and immovable property, any interest therein and any income arising from such property or interest in such property.

29. BOOKS AND RECORDS

The Trustees shall keep or cause to be kept such records and books of account with respect to the Trust Fund as in their absolute discretion they deem to be adequate to reflect the transactions and dealing of and the assets and liabilities of the Trust, provided, however, that the only duty of the Trustees to account, or render accounts, or pass their accounts, whether to any Court, or to any Beneficiary, or to any other person, firm or corporation interested herein, shall be those as are contained in this Indenture in this paragraph, notwithstanding any statute, rule of law, rule of equity, or otherwise to the contrary, and no Beneficiary (whether Capital or Income),

Official Guardian of any Province or State, or court of law or equity, or any person claiming through such persons or otherwise interested in this Trust shall be entitled to compel or require any accounts, accountings or passage of accounts or require discovery of any information respecting any details or conduct of the transactions of the business of the Trust or the administration and operation thereof, except as provided in this Indenture. This paragraph and the provisions relating to accounting as contained in this paragraph and elsewhere in this Indenture shall in no way limit the Trustees from voluntarily accounting and rendering accounts and passing their accounts and rendering such reports as they in their absolute discretion desire, in addition to the mandatory requirements for accounting as hereinafter set forth.

30. INFORMATION TO BENEFICIARIES

Where any Beneficiary is entitled to receive an accounting and report or is required to be given notice of any act, deed or decision of the Trustees, including any application before any Court on any matter touching or respecting this Trust, same shall be deemed to have been adequately and properly given, done and made, if such Beneficiary is under the Age of Majority (a "minor"), if it is served, given, made or done upon, to or with any one of the following persons (to be chosen by the discretion of the Trustees):

- (a) The male parent of such minor; or
- (b) The female parent of such minor; or
- (c) Any legal guardian of such minor.

and it is distinctly understood and agreed that the Trustees shall not be required, in dealing with any minor's interest hereunder or anything to do with any minor under this Trust, to deal with or make reports to or accountings to, or serve notice upon any Official Guardian of any Province, State or Country.

31. REPORTING TO BENEFICIARIES

During such time as none of the Persons Entitled to Appoint Additional Trustees are Trustees hereunder, the Trustees shall make and render the aforesaid accounting and reporting to such Beneficiaries as are entitled to such reports, on an annual basis, if so requested by any Beneficiary so entitled, as aforesaid. So long as there is a Trustee who is also a Person Entitled to Appoint Additional Trustees then such reporting shall be made only in the discretion of the Trustees.

32. OBJECTIONS OF BENEFICIARIES

If, after such accountings and reports as are required to be made hereunder are delivered to any person entitled to receive same or authorized to receive same under this paragraph, no objection is made to the Trustees within thirty (30) days after the mailing of any account or report by the Trustees to him or them, the said account and the Trustees making same shall be

relieved of all further accountability with respect to matters contained or referred to in the said account and report, including any Beneficiary who at the time of the making of such report and account is a minor.

33. SUCCESSOR TRUSTEE OBLIGATIONS

No successor Trustee shall be required to be under any duty to examine, question, or verify, or audit the books, records or accounts of any predecessor Trustee, and any Trustee who resigns, or is removed from office hereunder, or for any other reason, including his death, is no longer a Trustee, it shall not be necessary for him to account for his protection to anyone, provided the said Trustee or his estate, as the case may be shall receive a release signed by any one of the remaining Trustees who continue in office.

34. FINAL ACCOUNTING

Upon the final termination of the Trusts created under this Indenture, the Trustees shall upon request from a Beneficiary, render a final account and report to the Beneficiaries entitled to receive the Trust Fund. The Trustees shall be entitled to require such Beneficiaries, prior to the distribution of the Trust Fund in accordance with the provisions of this Indenture, to release and discharge the Trustees of and from every and any claim, demand, accountability, or liability of every nature whatsoever, and by whomsoever asserted, arising from any matter or thing done or omitted to be done in connection with the agreement or any Trust created by this Indenture, or the administration of any such Trust, during the period in respect of which the account of the Trustees is being submitted. Every such settlement, release, and discharge shall be conclusive and binding upon, and shall be an absolute protection to the Trustees against all claims of any Beneficiaries, remaindermen, or other persons who might then or thereafter have or claim any interests under this Indenture, and no such Beneficiary, remaindermen, or other person shall have any right of accounting or claim, or any cause of action against the Trustees arising from any matter or thing done or omitted to be done in connection with this Indenture or any Trust created by this Indenture or the administration of such Trust during any such period in respect of which the account of the Trustees shall have been so settled.

35. IRREVOCABILITY

This Indenture is intended by the parties and is hereby declared to be irrevocable.

36. RIGHTS OF SETTLOR

It is agreed that the Settlor has reserved no powers or rights or benefits hereunder, and the Settlor shall receive no benefits of any nature or kind whatsoever under this Trust and the Settlor shall not be entitled to receive any income or capital from the Trust in his or her capacity as Settlor, and any and all provisions of this Indenture shall always be so construed to exclude any possibility of any benefit of any nature or kind whatsoever to the Settlor in his or her capacity as Settlor. The Settlor shall not be liable whatsoever by reason of his or her capacity as Settlor.

37. AMENDMENT

- (a) Subject to paragraph (b), the Trustees may from time to time amend, delete or add terms or provisions to this Indenture.
- (b) No amendment, deletion or addition under section (a) is effective unless it is in writing and signed by a majority of the Trustees and the Beneficiaries, if any, who are alive, of sound mind and the Age of Majority.

38. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario, Canada and shall be resident in Ontario unless otherwise determined by the Trustees.

39. FRENCH/ENGLISH


The parties hereto have agreed that this document be drawn up in the English language. Les parties présentes ont convenu que ce document soit rédigé en anglais.

40. COUNTERPART

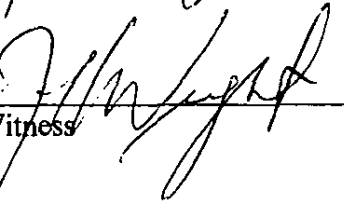
The parties confirm that this Trust Agreement may be signed in counterpart and that a facsimile signature shall be accepted as an original signature for purposes of this Trust Agreement.

[SIGNATURE PAGE FOLLOWS]


SIGNED, SEALED & DELIVERED
in the presence of



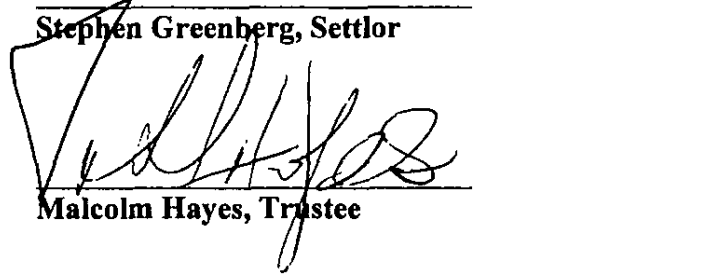
Witness



Witness



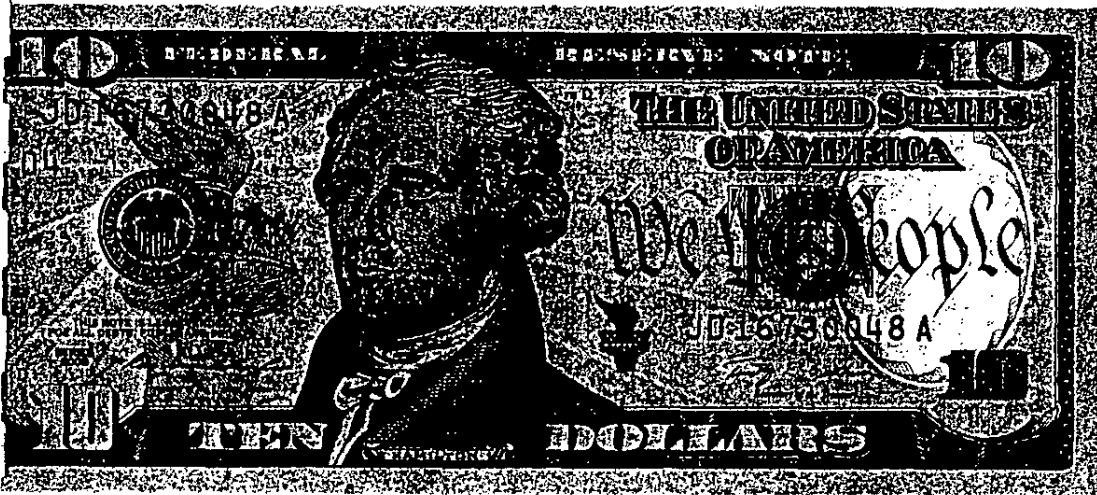
Stephen Greenberg, Settlor



Malcolm Hayes, Trustee

SCHEDULE 1
TRUST SETTLEMENT

- \$10.00 US.



DEED OF APPOINTMENT OF NEW TRUSTEES

THIS DEED is made in duplicate as of the 15th day of December, 2013

BETWEEN:

STEPHEN GREENBERG, of the City of Ottawa, in the Province of Ontario
(the "Person Entitled to Appoint Additional Trustees")

AND:

GREGORY SANDERS, of the City of Ottawa, in the Province of Ontario
(hereinafter referred to as "Gregory")

AND:

JEFF WRIGHT, of the City of Ottawa, in the Province of Ontario
(hereinafter referred to as "Jeff" and, together with Gregory, collectively referred to as the "New Trustees")

WHEREAS on the 21st day of July, 2011, a trust was established to be known as the Casey Key U.S. Properties Trust (the "Trust") for the benefit of the Jocelyn Greenberg, Lee Michael Greenberg, Jessica Greenberg and the Issue of Stephen Greenberg;

AND WHEREAS the Original Trustee agreed to stand seized and possessed of the Trust Fund upon the terms and conditions provided by the Trust;

AND WHEREAS the Person Entitled to Appoint Additional Trustees, in the exercise of the right to do so pursuant to paragraph 18 of the Trust, hereby wishes to notify his intent, and all parties hereto agree, to increase the number of trustees to three (3) and appoint the New Trustees as of December 15th, 2013;

AND WHEREAS the Person Entitled to Appoint Additional Trustees, in exercise of the power conferred under paragraph 1(n) and paragraph 18 of the Trust, has agreed to appoint the New Trustees to be trustees of the said Trust;

AND WHEREAS the New Trustees wish to accept these appointments as a trustee of the Trust effective December 15th, 2013, and agree to act in this capacity as trustees of the Trust;

NOW THIS DEED WITNESSES that the parties hereto agree and do hereby covenant and agree as follows:

1. In this Deed, words and expressions shall, where the context so permits, have the same meaning as in the Trust.

2. Stephen Greenberg, acting in his capacity as the Person Entitled to Appoint Additional Trustees and pursuant to the powers and discretions hereby granted to him by virtue of paragraph 1(n) and paragraph 18 of the Trust, hereby appoints the New Trustees as a trustees of the Trust effective December 18, 2013 with full power and authority to act as trustees of the Trust.

3. The New Trustees by signing this Deed of Appointment accept the appointments as trustees of the Trust with the same powers, authorities and discretions to act in all respects as if originally appointed trustees under the Trust.

4. The New Trustees hereby undertake that they will hold the property representing the Trust Fund upon the trust and subject to all the powers and provisions contained in the Trust so far as the same is now subsisting and capable of taking effect in accordance with the law applicable from time to time to The Trust.

5. Save and except as set out herein, all the parties hereto confirm that the Trust shall continue in full force and effect and agree to continue to be bound thereby.

6. This Deed shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the parties hereto hereby submit to the non-exclusive jurisdiction of the Court of Canada in all matters arising in connection herewith.

7. The parties confirm that this Deed of Appointment may be signed in counterpart and that a facsimile PDF signature shall be accepted as an original signature for the purposes of this Deed of Appointment.

IN WITNESS WHEREOF the parties hereto have caused their hands to be hereunto affixed the day and year first above written.

Ramona Bisset
Witness

Amy Marshall
Witness

Ramona Bisset
Witness

Stephen Greenberg
Stephen Greenberg, Person Entitled to Appoint Additional Trustees

Gregory Sanders
Gregory Sanders, New Trustee

Jeff Wright
Jeff Wright, New Trustee

SECRETARY OF THE STATE
TREASURY DEPARTMENT
1000 COLLEGE AVENUE
ANN ARBOR MI 48106-1500

14 NOV -3 AM 8:50

PM 510