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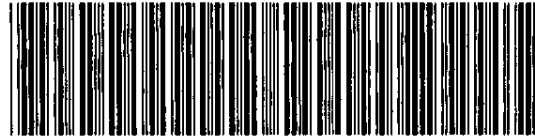
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TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: SHASHATY FAMILY TRUST

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust	\$350.00
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OPTIONAL:

Certified Copy	\$ 8.75
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FROM: TIMUCIN YALCIN

Name (Printed or typed)

401 W ATLANTIC AVENUE, SUITE 0-11

Address

DELRAY BEACH, FL 33444

City, State & Zip

561-221-2840

Daytime Telephone number

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

SHASHATY FAMILY TRUST

A FAMILY 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 SHASHATY FAMILY TRUST, a

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

SHASHATY FAMILY TRUST (State)
(Name of Trust), in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 3019 LAKE ROAD, DOLLARD-DES-ORMEAUX
QUEBEC, H9B 2R
3. The registered agent and street address in the State of Florida is:
TIMUCIN YALCIN, 401 W ATLANTIC AVENUE, SUITE 0-11
DELRAY BEACH, FL 33444
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.

Timucin Yalcin
(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.

EROL SHASHATY

Name: [Signature]
Chairman of the Board of Trustees

NOTARY

[Signature]

CR2E063(3/00)

2000 QC Canada
February 8-2017

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

MARCOTTE & GÉNIER, NOTAIRES
3633, DES SOURCES #205
DOLLARD-DES-ORMEAUX (QUÉBEC)
H9B 2K4 TEL 514 421-0429



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 28, 2017

TIMUCIN YALCIN
401 W ATLANTIC AVENUE, SUITE 0-11
DELRAY BEACH, FL 33444

SUBJECT: SHASHATY FAMILY TRUST
Ref. Number: W17000017167

We have received your document for SHASHATY FAMILY TRUST and your check(s) totaling \$358.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A copy the the trust must be attached to the affidavit.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Valerie Herring
Regulatory Specialist II
New Filing Section

Letter Number: 317A00003841

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

SHASHATY FAMILY TRUST

A FAMILY **TRUST**

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Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of SHASHATY FAMILY TRUST, a

CANADIAN (Name of Trust)

Trust hereby affirms in order to file or qualify

(State)
SHASHATY FAMILY TRUST, in the State of Florida.

(Name of Trust)

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Timucin Yalcin

(Signature of Registered Agent)

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EROL SHASHATY

Name: [Signature]
Chairman of the Board of Trustees

NOTARY

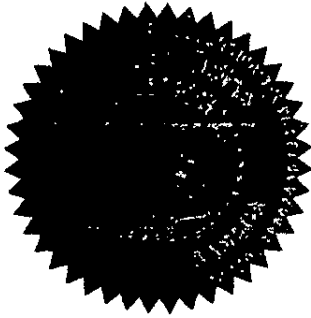
[Signature]

CR2E063(3/00)

2000 QC Canada
February 8-2014.

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

MARCOTTE & GÉNIER, NOTAIRES
3633, DES SOURCES #205
DOLLARD-DES-ORMEAUX (QUÉBEC)
H9B 2K4 TÉL. 514 421-0429



Before JOSEPH TUTINO, the undersigned notary for the Province of Quebec, practising at the City of Montreal and District of Montreal.

BETWEEN: YASEF ELI, chartered professional accountant, practicing at 630 Sherbrooke Street West, Suite 900, Montreal, Quebec, H3A 1E4;

the "SETTLOR"

AND: EROL SHASHATY, businessman, residing at 3019 Lake Road, Dollard-des-Ormeaux, Quebec, H9B 2R3;

AND: GERDA BANNA, housewife, residing at 3019 Lake Road, Dollard-des-Ormeaux, Quebec, H9B 2R3;

AND: MADELEINE BANNA, administrator, residing at 26 June Street, Dollard-des-Ormeaux, Quebec, H9G 2J5;

the "TRUSTEES"

WHICH PARTIES HAVE ENTERED INTO THE FOLLOWING AGREEMENT, NAMELY:

THE SETTLOR has donated and granted by way of donation *inter vivos* and irrevocably unto the TRUSTEES hereto accepting, in trust, the property described in Schedule "A", which remains annexed hereto after having been acknowledged as true and signed for identification by the parties hereto (hereinafter referred to as the "SCHEDULED PROPERTY"), receipt of which is hereby acknowledged by the TRUSTEES, to hold and to administer the same and all the property acquired in replacement thereof or in substitution therefor or representing the same or in addition thereto (hereinafter more amply defined under the term "TRUST PROPERTY") upon the trusts and for the purposes following, namely:

INTERPRETATION

1. a) IN this trust agreement, unless the context indicates otherwise, the expression:

- i) **"BENEFICIARY"** means any one of:
 - (a) EROL SHASHATY;
 - (b) the SPOUSE of EROL SHASHATY, GERDA BANNA. However, for purposes of clarity, a person that no longer qualifies as a SPOUSE shall cease to be a BENEFICIARY;
 - (c) the DESCENDANTS of EROL SHASHATY, born or to be born, including ALLEN SHASHATY and MELANIE SHASHATY, and the SPOUSES of the said DESCENDANTS;
 - (d) any corporation designated by the TRUSTEES, constituted or to be constituted under the laws of Canada, a province of Canada or any other jurisdiction outside of Canada, that is related (as that term is defined in the INCOME TAX ACT) to one or more of the persons referred to in paragraphs (a), (b) or (c) above, or of which the SHASHATY FAMILY TRUST is the majority shareholder. Notwithstanding any other provision of this trust agreement, a corporation of which the SHASHATY FAMILY TRUST is or will become a shareholder shall not, under any circumstances, become a BENEFICIARY with respect to the shares of such corporation or any substituted property and/or the income generated by such shares or any substituted property. For greater clarity, such corporation may become a BENEFICIARY with respect to any other TRUST PROPERTY and/or the income generated thereby; or
 - (e) any trust designated by the TRUSTEES, constituted or to be constituted under the laws of Canada, a province of Canada or any other jurisdiction outside of Canada, of which one or more of the persons referred to in paragraphs (a), (b), (c) or (d) above is a beneficiary.
- ii) **"DESCENDANTS"** with respect to any person means the descendants in the direct line of such person who were born of any marriage, civil union or common-law relationship or legally adopted and **"DESCENDANT"** means any one of the DESCENDANTS.
- iii) **"education"** shall mean and include the provision of pre-elementary, elementary, secondary and post-secondary school instruction and college, university, technical and

advanced instruction, of such nature and to such level, and at such location or locations in Canada or elsewhere, as the person being educated may choose and as the TRUSTEES may in their unfettered discretion determine to be for the person's benefit and shall include summer camps, the opportunity to travel abroad during the summer or other vacation and any other program or activity which may contribute to the moral and physical health of the BENEFICIARY.

- iv) "INCOME TAX ACT" or any references to a specific provision thereof, shall mean the Income Tax Act, Revised Statutes of Canada 1985, C. 1 (5th Supp.), as amended, and shall comprise also the provincial act ("TAXATION ACT"), Revised Statutes of Quebec 1977, Chapter I-3, as amended; any references made to sections of the INCOME TAX ACT in this trust agreement include the corresponding sections of the TAXATION ACT. Any amendments made to the INCOME TAX ACT and the TAXATION ACT after the date of signing of this trust agreement shall also apply to this trust agreement.
- v) "SPOUSE" with respect to a particular individual means at a given time:
 - (a) the person with whom the particular individual is united in marriage or in civil union;
 - (b) the person with whom the particular individual cohabits in a conjugal relationship for a continuous period of at least twelve (12) months; or
 - (c) in the event of the death of the particular individual, the person referred to in paragraphs (a) or (b) above at the time of such death.

A person will cease to be considered a SPOUSE of a particular individual in the event that a judgment of a competent court is rendered or if a legal proceeding is pending before such court in divorce, in separation from bed and board, in nullity of civil union or in dissolution of civil union, or if there is an interruption of the conjugal relationship for an uninterrupted period of at least ninety (90) days.

- vi) "TRUSTEE" or "TRUSTEES" and all references thereto shall (where the context so permits) mean the original

TRUSTEES hereunder and any substitute or additional TRUSTEES, as the case may be.

vii) **"TRUST PROPERTY"** shall mean:

- A) The SCHEDULED PROPERTY and accumulated income thereon (if any);
- B) Any further, substituted or additional property and accumulated income thereon (if any) which the SETTLOR or any other person or persons (excluding a TRUSTEE or a beneficiary under the present trust agreement) may donate, in accordance with the provisions hereof, sell or otherwise transfer or cause to be transferred to, or vest or cause to be vested in, or appropriate or cause to be appropriated to, the TRUSTEES to be held upon the trusts and with and subject to the powers and provisions hereof and any property substituted therefor;
- C) All additional property otherwise acquired or appropriated by the TRUSTEES that is to be held upon the trusts herein and all accumulated income thereon (if any); and
- D) All property and all accumulated income therefrom that is acquired or appropriated in exchange or conversion of the property and accumulated income referred to in sub-paragraphs A), B) or C).

viii) **"VESTING DAY"** shall mean the earliest of:

- A) June 3, 2115;
- B) Three (3) days preceding the date that the trust constituted by this trust agreement established in favour of the BENEFICIARIES under the terms hereof would otherwise be deemed to dispose of the capital property of the trust, according to the relevant income tax laws in force at the time, unless the TRUSTEES consider that the trust will not incur any income tax liability as a result of the said deemed disposition, notably because there is no taxable gain to the capital property of the trust on the said deemed disposition and have decided in their absolute discretion to extend the VESTING DAY beyond such deemed disposition date by way of written notice signed by a majority of the said TRUSTEES. Such notice must set out the revised

VESTING DAY applicable to this paragraph and must be mailed by registered or certified mail to, personally delivered to or served (including service by public notice without any court authorization) prior to the deemed disposition date on all of the BENEFICIARIES who will be alive and not of the age of minority at the time of the signing of such notice; and

C) Any day before that described in subparagraph A) as determined by the TRUSTEES in their absolute discretion by way of a document signed by the said TRUSTEES with a copy of such document mailed by registered or certified mail to, personally delivered to or served (including service by public notice without any court authorization) on all of the BENEFICIARIES who will be alive and not of the age of minority at the time of the signing of such document.

ix) "capital" and "income" and all other terms used in this trust agreement shall be interpreted in accordance with generally accepted accounting principles without any references to the provisions of the INCOME TAX ACT unless otherwise specified except that capital gains will be considered income for trust purposes.

x) "maintenance" shall include the providing of food, clothes, sport goods and transportation as well as expenses of any accident, sickness, or emergency which may affect a BENEFICIARY.

b) IN this trust agreement any personal pronoun relating to the SETTLOR or TRUSTEES and used therewith and any other personal pronoun used herein with reference to any one or more of the BENEFICIARIES shall be read and construed (where the context so permits) as the gender and number of the party or parties referred to in each case requires.

c) TITLES or SUBTITLES in this trust agreement shall not be considered as interpretative of the underlying provisions.

DECLARATION OF THE TRUSTEES

2. a) THE TRUSTEES hereby acknowledge and declare that they have received from the SETTLOR the said donation of the SCHEDULED PROPERTY.

b) THE TRUSTEES hereby acknowledge and declare that they do and will hold and administer the TRUST PROPERTY in trust for the benefit of the BENEFICIARIES hereinafter set forth, upon the uses, for the purposes, with the power and under the restrictions hereinafter set forth.

PAYMENTS OF WHOLE, OR PART, OF THE INCOME OR CAPITAL OF THE TRUST PROPERTY BEFORE VESTING DAY

3. a) Subject to sections 6 to 6.5 of this trust agreement, the TRUSTEES shall, until VESTING DAY, have the control and the exclusive administration of the capital of, and of the income derived from the TRUST PROPERTY which capital and income shall be invested and kept invested in accordance with the provisions of this trust agreement unless paid to one or more of the BENEFICIARIES in accordance with the provisions of paragraphs b), c) and d) hereafter.

b) Subject to sections 6 to 6.5 of this trust agreement, until VESTING DAY, the TRUSTEES may, in their sole and absolute discretion, pay to one or more of the BENEFICIARIES all or part of the annual net income of the trust. Should the TRUSTEES decide to make a payment of the said income, they can determine in writing, in their absolute discretion, which BENEFICIARY or BENEFICIARIES shall receive this payment and they may determine in writing, in their absolute discretion, the share that will be paid to each of these BENEFICIARIES. The TRUSTEES shall have the full power to pay out the said income to such person or persons or through such channels as the TRUSTEES may consider just and proper for the account of the BENEFICIARY and the receipt of such payee shall be sufficient discharge to the TRUSTEES accordingly. The TRUSTEES shall add to the capital of the TRUST PROPERTY the net income of the trust which has not been paid or made payable to the BENEFICIARIES in the year or within three (3) months thereafter.

c) Subject to sections 6 to 6.5 of this trust agreement, until VESTING DAY, the TRUSTEES may, in their sole and absolute discretion, pay to one or more of the BENEFICIARIES all or part of the capital of the TRUST PROPERTY. Should the TRUSTEES decide to make a payment of the said capital, they can determine in writing, in their sole and absolute discretion, which BENEFICIARY or BENEFICIARIES shall receive this payment and they may determine in writing, in their sole and absolute discretion, the share that will be paid to each of these BENEFICIARIES. The TRUSTEES shall have the full power to pay out the said capital to such person or persons or through such channels as the TRUSTEES may consider just and proper for the account of the BENEFICIARY and the receipt of such payee shall be sufficient discharge to the TRUSTEES accordingly.

d) EACH allocation of income or capital made in accordance with paragraphs b) and c) above is conditional upon the BENEFICIARY

thereof surviving for a period of at least three (3) days subsequent to the effective date of the determination in writing, failing which the determination of the TRUSTEES and the payment pursuant hereto shall be absolutely null and void and the succession or estate of such BENEFICIARY shall be obliged to return any money or property thus received. Notwithstanding the foregoing, any allocation or allocations of income or capital by the TRUSTEES to a given BENEFICIARY in a calendar year which do not exceed the amount of \$25,000.00 in respect of payments of income and capital to be made to such BENEFICIARY in respect of the relevant calendar year shall not be subject to the abovementioned condition.

EDUCATION AND MAINTENANCE

4. Subject to sections 6 to 6.5 of this trust agreement, until VESTING DAY, the TRUSTEES may, in their sole and absolute discretion, and at any time and from time to time on behalf of and for the benefit of any BENEFICIARY, pay, transfer or apply all or any part of the capital or income of the TRUST PROPERTY for the care, maintenance, help, education and general welfare of such BENEFICIARY or to meet the expenses of any accident, sickness or emergency which may affect such BENEFICIARY in business, or for any other reason that the TRUSTEES, in their sole and absolute discretion, may judge appropriate.

DISTRIBUTION ON VESTING DAY

5. Subject to sections 6 to 6.5 of this trust agreement, on VESTING DAY, the TRUSTEES will pay and distribute all the TRUST PROPERTY in cash or in kind to one, some, or all of the BENEFICIARIES and in such proportions as the TRUSTEES may determine in writing in their sole and absolute discretion, provided that each payment and distribution of TRUST PROPERTY pursuant to this section is conditional upon the BENEFICIARY thereof surviving for a period of at least three (3) days subsequent to the effective date of the determination, failing which the determination of the TRUSTEES and the payment pursuant hereto shall be absolutely null and void and the succession or estate of such BENEFICIARY shall be obliged to return any money or property thus received.

EROL SHASHATY'S POWER OF APPOINTMENT

6. THE SETTLOR grants to EROL SHASHATY the power to appoint the beneficiaries of this trust amongst the BENEFICIARIES, the power to determine their share of the income and capital of the TRUST PROPERTY and the power to determine the modalities regarding the distribution of the income and capital of the TRUST PROPERTY, the whole in the manner and subject to the conditions hereinafter set forth.

6.1 The said power of appointment may be exercised only in writing ("**Directions**") by EROL SHASHATY in his last will and testament or codicil thereto, his mandate in the case of incapacity or any other document that is in notarial form or executed before two (2) witnesses.

6.2 In the exercise of the said power of appointment, the SETTLOR may not, at any time, receive any of the TRUST PROPERTY.

6.3 The Directions shall only come into effect in the event that EROL SHASHATY cannot carry out his duties as TRUSTEE due to his death, incapacity or any other reason (other than refusal to act or resignation), after which time the TRUSTEES shall exercise their powers in accordance with the Directions and the TRUSTEES shall have no further discretion with respect to the power(s) exercised by EROL SHASHATY in the Directions.

6.4 In the event that EROL SHASHATY once again becomes a TRUSTEE, the TRUSTEES will regain their discretionary powers to appoint the beneficiaries of this trust amongst the BENEFICIARIES, to determine their share of the income and capital of the TRUST PROPERTY and to determine the modalities regarding the distribution of the income and capital of the TRUST PROPERTY. Furthermore, during the period that EROL SHASHATY returns to carrying out his duties as a TRUSTEE, the TRUSTEES will be able to administer the TRUST PROPERTY in accordance with the provisions of this trust agreement.

6.5 IF at any time preceding VESTING DAY none of the BENEFICIARIES are alive or existing, or if none of the BENEFICIARIES survive for a period of at least three (3) days subsequent to the effective date of determination of VESTING DAY, the TRUSTEES will forthwith pay and distribute all of the remaining TRUST PROPERTY to one, some or all of the universal legatees named in the last will and testament or codicil of EROL SHASHATY, in the same proportions and, failing applicable testamentary dispositions or the inexistence of any universal legatees, to the legal heirs of EROL SHASHATY in accordance with the provisions of articles 666 to 683 of the *Civil Code of Quebec* in the proportions established therein, provided that the SETTLOR may not receive any of the TRUST PROPERTY pursuant to this provision.

INCAPABLE BENEFICIARIES

7. THE TRUSTEES are hereby authorized to pay to an incapable BENEFICIARY (hereinafter the "INCAPABLE BENEFICIARY") the whole or part of the capital or income of the TRUST PROPERTY, or alternatively pay such amount to a tutor, curator, mandatary appointed by a competent court pursuant to a mandate given in case of incapacity of the said INCAPABLE BENEFICIARY, or such person or persons or through such channels as the TRUSTEES may consider just and appropriate for the account of the INCAPABLE BENEFICIARY and the receipt of such tutor

or other payee shall be sufficient discharge to the TRUSTEES accordingly. In the event that part of the capital or income of the TRUST PROPERTY is payable to an INCAPABLE BENEFICIARY pursuant to the exercise by the TRUSTEES of their discretion, until such time as the INCAPABLE BENEFICIARY or the INCAPABLE BENEFICIARY'S authorized representative requests transfer of the amount thus payable it may be held by the TRUSTEES during the incapacity of the INCAPABLE BENEFICIARY and in such period the TRUSTEES may use the whole or part of such amount, as instructed by the INCAPABLE BENEFICIARY'S authorized representative, to meet the expenses pertaining to the education, maintenance and general welfare of the said INCAPABLE BENEFICIARY and the provisions of this section relating to third party payees shall apply *mutatis mutandis*. Any amount payable to a INCAPABLE BENEFICIARY which will not have been used to meet the above expenses will be added to the INCAPABLE BENEFICIARY'S capital account. The provisions of this trust agreement with respect to the administration of the TRUST PROPERTY shall apply *mutatis mutandis* to any funds held by the TRUSTEES pursuant to this section.

INSOLVENCY OF A BENEFICIARY

8. In the event that a BENEFICIARY becomes bankrupt or insolvent (in accordance with the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and its amendments), the TRUSTEES shall not, throughout the period that the said BENEFICIARY is bankrupt or insolvent:

(a) pay or allocate all or part of the annual net income of the trust to the bankrupt or insolvent BENEFICIARY or to a third person for the benefit of the bankrupt or insolvent BENEFICIARY; and

(b) pay all or part of the capital of the TRUST PROPERTY to the bankrupt or insolvent BENEFICIARY.

FISCAL TREATMENT OF BENEFICIARIES

8.1 a) THE TRUSTEES shall have full, absolute and unfettered discretion from time to time and at any time or times to make or not to make any election or elections, determinations, distributions and/or allocations for the purposes of the INCOME TAX ACT and the TAXATION ACT or any similar legislation of any province or other jurisdiction in force from time to time as they, in their absolute discretion, deem to be in the best interests of the trust and/or the BENEFICIARIES, whether or not such election or elections, determinations, distributions and/or allocations may or would 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 trust agreement or as not being the maintaining of an even hand among the BENEFICIARIES, and all such exercises of their discretion shall be

binding upon all of the BENEFICIARIES and shall not be subject to question by any person, official, authority, court or tribunal whatsoever or whomsoever, provided the TRUSTEES acted bona fide in the exercise of such power.

b) FOR the purposes of this section, the term PREFERRED BENEFICIARY has the meaning set out in section 108 of the INCOME TAX ACT. 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 be entitled thereby 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.

BENEFITS TO BENEFICIARIES EXEMPT FROM SEIZURE OR ATTACHMENT

9. ANY benefits herein granted are intended as alimentary provisions for said BENEFICIARY and therefore in accordance with Article 2649 of the Civil Code of Quebec there is a serious and legitimate interest in ensuring that they shall, for a period of twenty (20) years, be exempt from seizure or attachment for any debt of such BENEFICIARY, save for the voluntary mortgage, hypothec, pledge or other charge which may be entered into by such BENEFICIARY.

BENEFITS TO BENEFICIARIES SOLE AND SEPARATE PROPERTY

10. ANY benefits herein granted and any property which any BENEFICIARY may ever purchase with or exchange for, or otherwise acquire through, any benefits from this trust or the proceeds or income thereof, shall be and remain the sole and separate property of such BENEFICIARY and shall not, either in capital or income, enter into any community of property, partnership of acquests, family patrimony, net family property or any other family regime which may exist between such BENEFICIARY and the BENEFICIARY'S spouse or consort but shall be received, held, owned and enjoyed solely by such BENEFICIARY as if such BENEFICIARY had at all times remained single and did not have a co-habitation relationship.

Without limiting the generality of the foregoing, it is hereby expressly provided that to the extent permitted by the relevant law:

ALL right, title or interest of any BENEFICIARY under this trust in or to income or capital, property into which such right, title or interest can be traced and the value of such right, title or interest and such property, income and capital gains derived therefrom:

- (i) shall be the private and separate property of such BENEFICIARY;
- (ii) shall not form part of and shall be excluded from any marital property, community of property, partnership of acquests, family assets, family property, family patrimony or any other property regime or the value of such BENEFICIARY'S assets for the purposes of a division of property on such BENEFICIARY'S separation, divorce, annulment or death as contemplated by any statute dealing with matrimonial property law in any jurisdiction.
- (iii) shall not be subject to any other matrimonial rights of the spouse or consort of any BENEFICIARY; and
- (iv) shall not be available to satisfy the debts and obligations of any such spouse, consort or community of property.

POWERS OF THE TRUSTEES

11. ALL decisions of the TRUSTEES shall be made by a majority, provided that EROL SHASHATY shall form part of the majority as long as he remains a TRUSTEE. Any instrument, certificate, agreement, deed or other document of any kind whatsoever signed by a majority of the TRUSTEES (which includes EROL SHASHATY as long as EROL SHASHATY remains a TRUSTEE) shall be valid, effective and binding upon the BENEFICIARIES and all persons concerned as if it had been signed by all the TRUSTEES.

12. WITHOUT intending hereby to limit the powers and authority which they would otherwise have by law, the TRUSTEES shall have the following powers and authority which they may exercise, in their sole and absolute discretion, whenever and as often as they shall deem advisable without application to or approval by any court, and as to which their judgment shall be final and conclusive upon all matters vis-à-vis all interested parties:

Incorporation

a) TO incorporate any company or companies under the laws of any jurisdiction, at the expense of the TRUST PROPERTY for the purpose of investing the whole or any part of the TRUST PROPERTY wholly or partly in shares or other securities of such company or companies.

Investments

b) TO invest or reinvest the TRUST PROPERTY and sell (whether by public or private sale and whether for cash or on credit or partly for cash and partly for credit), assign, transfer, mortgage, pledge or otherwise encumber, deal with or dispose of the TRUST PROPERTY or any part thereof including all property, moveable and immoveable, at any time and from time to time and to make such re-investment of the proceeds of any such transaction as the TRUSTEES, in their sole and absolute discretion, may deem expedient and for such purposes it is especially declared that the limitations, restrictions and obligations which would otherwise be imposed upon the TRUSTEES under Article 1304 and Section V of Chapter III of Title Seven of Book Four of the Civil Code of Quebec or any future amendments, additions to, or substitutions or variations thereof, or of any other present or future legislation directly or indirectly similar thereto in intent and purpose, of any country in the world, shall not be applicable, and for greater certainty, the TRUSTEES may make or retain any investments which they consider advisable notwithstanding that such investments may not be in the form of investments in which TRUSTEES are authorized to invest trust funds by the law applicable hereto.

Businesses

c) TO enter into any business, enterprise, promotion, undertaking, company, syndicate, joint venture, or partnership in any country of the world which they may alone consider desirable and to appoint any attorney, agent, mandatary or representative to act for them in connection with any such business, enterprise, promotion, undertaking, company, syndicate, joint venture or partnership, or with any other matters in connection with this trust.

Loans

d) TO lend the TRUST PROPERTY or the proceeds thereof in whole or in part upon any security which they may deem sufficient or upon no security whatsoever.

Borrowings

e) TO borrow money from others, including themselves, without the authorization of any other party notwithstanding the provisions of Article 1312 of the Civil Code of Quebec and without any security, or upon the security of any of the TRUST PROPERTY for such purposes as they may see fit including investment, payment of taxes, debts, legacies, expenses or for such other purposes and upon such terms and conditions as they shall deem advisable and to mortgage, pledge, hypothecate or otherwise encumber, in any manner whatsoever, without the authorization of any other party, notwithstanding the provisions of Article 1305 of the

Civil Code of Quebec, any or all of the TRUST PROPERTY to secure the repayment of money borrowed and to extend or modify any such encumbrances.

Guarantees

f) TO guarantee the liabilities of any corporation, partnership, business or undertaking.

Vote

g) TO vote in person or by proxy upon the securities held by them and to delegate their discretionary powers in respect thereof, to exercise options, conversions, privileges or rights to subscribe for or purchase additional securities attaching or accruing to any securities held by them and to make payment therefor from the TRUST PROPERTY and to consent to or to participate in transactions affecting securities held by them and in such connection to delegate their discretionary powers and pay assessments, subscriptions and other charges from the TRUST PROPERTY, to vote for the election of a TRUSTEE to any executive office or to membership on any Board of Directors or executive or other committee of any such corporation or association and to serve in any such office or on any such Board of committee and accept and receive remuneration for such services.

Acquisitions

h) TO purchase any property, immovable or moveable, to retain ownership and possession thereof and title thereto and to register any property in the name of their nominee or in their own name or to hold the same unregistered or in any such form that title shall pass by delivery, but without thereby increasing or decreasing their liability as TRUSTEES and to make such expenditures as they shall deem advisable upon the repair, improvement, building or rebuilding of any such property, moveable or immovable, and to charge expenditures either to capital or to the income of the TRUST PROPERTY;

Banking Arrangements

i) TO deposit any income earned by the trust and any cash balances in the hands of the TRUSTEES at any time in any bank or trust company, or other financial institution accepting deposits and generally to carry out any and all banking transactions, including withdrawals from any one of the accounts maintained by the TRUSTEES as may, in the sole discretion of the TRUSTEES, be deemed in accord with the provisions and purposes of this trust agreement and without limiting the generality of the foregoing, allow the delegation of such powers to each other or a third party.

Loans to TRUSTEES

j) TO the extent permitted by law, to lend funds forming part of the TRUST PROPERTY to themselves and to engage in transactions with themselves notwithstanding the provisions of Article 1312 of the Civil Code of Quebec provided that such loans or transactions are on the same basis as might reasonably be negotiated with any stranger .

Payments to TRUSTEES

k) TO receive any monies, securities or property as consideration for the disposition of any portion of the TRUST PROPERTY, to grant a quitclaim, discharge, release or mainlevée of any charge, security, right or interest of any sort whatsoever in or upon all or any part of the TRUST PROPERTY, upon full or partial payment or without any consideration, the whole at the sole and absolute discretion of the TRUSTEES.

Signing Authority

l) TO sign all deeds, documents and other instruments in writing which may, at any time, be necessary or expedient for the administration of this trust and, without limiting the generality of the foregoing, to execute, for or on behalf of this trust, any and all bills of exchange, promissory notes, cheques, powers of attorney, transfers, papers, documents or other instruments in writing requiring at any time and from time to time to be executed, and such documents will be validly executed if signed by the TRUSTEES.

Insurance on TRUST PROPERTY

m) TO subscribe to any insurance policy with respect to damages and responsibility vis-à-vis the TRUST PROPERTY.

Life Insurance

n) TO subscribe to any life insurance policy on the life of the SETTLOR or any other person, in the sole and absolute discretion of the TRUSTEES. The proceeds of such life insurance policy shall be payable and be paid to the TRUSTEES who, upon their receipt, shall include them in the TRUST PROPERTY; to exercise any rights under such insurance policy to make any investments in their sole and absolute discretion, whether in the form of annuity contracts or otherwise.

Cancellation

o) TO cancel any insurance policies described in the paragraphs above, as the TRUSTEES consider proper.

Administration

p) TO set aside out of the capital or income of the TRUST PROPERTY, such sum or sums of money or assets as, from time to time, they alone may in their discretion deem necessary to pay the expenses of the administration of this trust, and to provide for contingencies or emergencies until the complete administration of this trust shall have taken place as provided herein; and to retain and pay for such services as they may consider they require, directly or indirectly, in connection with any matters pertaining to the conservation, administration, disposition or distribution of the TRUST PROPERTY, and in the keeping of the accounts, books and records of this trust.

Arbitration

q) TO submit, at their option and discretion, any question or matter of doubt to arbitration, on such terms and conditions as they may consider proper, and to abide by the decision of the arbitrator;

Capital or income

r) TO determine and decide at any time and from time to time, what sums of money, capital, interest, fruits or revenues and other property of this trust received or disbursed by them, are to be treated or allocated as capital or income or fruits or interest or accretions of capital, or partly under one of such headings and partly under others, and in what proportions, and to deal therewith accordingly at their discretion; and to determine the dates whereon payments of income are to be made to the BENEFICIARIES and to revise such dates from time to time, and to vary and revise, at any time and from time to time, any of their decisions and allocations as aforesaid;

Reorganizations

s) TO participate in and consent to the amalgamation, reorganization, recapitalization, liquidation or winding up of any company, firm, syndicate, venture, partnership, or subdivision or consolidation of any shares, bonds or other securities which may form, at any time or from time to time, the whole or any part of the TRUST PROPERTY, and to consent to any reduction or increase of capital or other dealing of any nature whatsoever, with such shares, bonds or other securities as they may deem advisable.

Delegation

t) TO delegate, by writing or telegram, telecopy or other written telecommunication, to a third party, the power to act on any specific matter or to the other TRUSTEES generally the conduct of the

administration of the TRUST or the exercise of a discretionary power, the whole, however, subject to revocation in the same manner and without limiting the generality of the foregoing, the delegation of the power to act on any specific matter or the general delegation of the conduct of the administration shall both specifically be deemed to include delegation in respect of all banking matters including the power to sign all cheques, withdrawals and any other documents in regard thereof; and, furthermore, to delegate investment decisions to a discretionary money manager or investment manager and to authorize a discretionary money manager or investment manager to sub-delegate its investment management authority.

Fulllest Powers of Administration

u) TO determine and decide all questions and matters of doubt which may arise in the course of their administration, realization, liquidation, partition or distribution of the TRUST PROPERTY and, generally, to perform all other acts of alienation, hypothecation and other acts of ownership to the same extent and with the same effect as if they were the absolute owners of the TRUST PROPERTY.

Advisors

v) TO retain, employ and pay for professional or other assistance and to act or not act, in their discretion, on the advice of or information obtained from any notary, advocate, barrister, solicitor, accountant, valuator, surveyor, auctioneer, or other expert, and without responsibility for any loss resulting from acting or not acting thereon.

RIGHTS, DUTIES AND REMUNERATION OF THE TRUSTEES

13. a) THE TRUSTEES shall be required to administer the TRUST PROPERTY with prudence and diligence, but notwithstanding the provisions of Article 1306 of the Civil Code of Quebec, the TRUSTEES shall not be under any obligation to increase the TRUST PROPERTY or to make the TRUST PROPERTY productive.

b) NOTWITHSTANDING the provisions of Article 1340 (type of investments) and Article 1341 (deposits of money) of the Civil Code of Quebec, the TRUSTEES shall not be required to comply with any of the requirements of said Articles.

c) NO TRUSTEE who makes an investment pursuant to the provisions of this trust agreement shall be presumed liable for any loss resulting from it, the whole notwithstanding Article 1343 of the Civil Code of Quebec.

d) THE TRUSTEES shall neither be required to file any inventory or notice of closure of inventory nor to give any bond or security

in relation to their administration of the TRUST PROPERTY in accordance with Article 1324 and following of the Civil Code of Quebec.

e) NOTWITHSTANDING Article 1351 of the Civil Code of Quebec, the TRUSTEES shall not be obliged to render a summary account of their administration to the BENEFICIARIES at least once a year, as contemplated by said article.

f) THE TRUSTEES shall not be bound by the provisions of Articles 1363 and 1364 of the Civil Code of Quebec with respect to the rendering of final accounts, and shall only be obliged to render such a final account of their administration as, in their opinion, may reasonably be required in the circumstances.

g) NOTWITHSTANDING Article 1355 of the Civil Code of Quebec, the duties of the TRUSTEES shall not be terminated if one or more BENEFICIARIES becomes bankrupt or is placed under protective supervision, notwithstanding that the foregoing may affect the TRUST PROPERTY.

h) EVERY TRUSTEE that is not a BENEFICIARY shall be entitled while a TRUSTEE to receive remuneration in respect thereof in such amount as the TRUSTEES, in their sole discretion, consider proper for such TRUSTEE'S services and responsibility relating to the trust hereof.

i) THE TRUSTEES shall be entitled in the event of the TRUST PROPERTY or any portion thereof becoming liable to or subject to succession duties, probate duties, probate fees, inheritance tax, estate taxes or death duties or any like imposition by reason of the death of any person, and in the event that such deceased person shall not have made alternative arrangements for payment thereof, to pay out of the TRUST PROPERTY such amount of such duties, fees and taxes and for such purposes to dispose of such portion of the property representing the TRUST PROPERTY as may be necessary and to charge any monies so paid in such manner as they consider proper.

j) IN the event that the income of the TRUST PROPERTY in the hands of the TRUSTEES shall at any time or from time to time be insufficient for the payment of monies properly due and payable by or to the TRUSTEES as in this trust agreement provided, or as by law provided, then and in such event the TRUSTEES shall be entitled to borrow upon the credit of the TRUST PROPERTY or dispose of such portion of the property representing the TRUST PROPERTY as may be necessary to pay and discharge the monies so payable and to utilize the proceeds of any such borrowings or dispositions for such purposes.

ADDITIONS TO TRUST PROPERTY

14. THE SETTLOR or any other person or persons (excluding a TRUSTEE or a BENEFICIARY) may, from time to time during the currency of this trust agreement, sell, convey, transfer or assign, by deed, will or testamentary or *inter vivos* trust or in any other manner, any property, immoveable or moveable, to become part of the TRUST PROPERTY and such additional property so conveyed, transferred or assigned shall become and be subject to the terms and conditions herein set forth, to the same extent and effect as if originally included in the TRUST PROPERTY.

RESIGNATION AND REPLACEMENT OF TRUSTEES

15. ANY TRUSTEE may resign at any time, even after acceptance, and without judicial authorization or other formality except for notice to the other TRUSTEES, or, in the event the resigning TRUSTEE is the sole remaining TRUSTEE, to the BENEFICIARIES who are then alive and of the age of majority.

15.1 THERE SHALL always be one independent TRUSTEE who is neither the SETTLOR nor a beneficiary under the present trust agreement and the first such TRUSTEE shall be MADELEINE BANNA.

16. (a) THE POWER to appoint additional TRUSTEES or replacement TRUSTEES hereof shall be vested in EROL SHASHATY during his lifetime (or, in the event of his incapacity, the person or persons he designates in his mandate in case of incapacity) and after his death the said power shall be vested in the person or persons he designates in his Last Will and Testament, or any Codicil thereto. Such power may be exercised only in writing in his last will and testament or codicil thereto, his mandate in the case of incapacity or any other document that is in notarial form or executed before two (2) witnesses. Such power shall extend to the appointment of a new TRUSTEE or new TRUSTEES in the place and stead of any TRUSTEE (including the TRUSTEE or TRUSTEES so exercising the said power of appointment), dying, being declared bankrupt or insolvent or otherwise incapable or unwilling to act while a TRUSTEE herein and also to the appointment of any additional TRUSTEE or additional TRUSTEES up to any number subject to such limit (if any) as may for the time being be imposed by any governing law and provided that at all times one of the TRUSTEES was neither the SETTLOR nor a BENEFICIARY. The person or persons entitled to appoint the new TRUSTEE shall be entitled to appoint themselves as TRUSTEE or TRUSTEES.

(b) In the event that the power to appoint replacement TRUSTEES has not been exercised as aforesaid:

(i) should the independent TRUSTEE die, resign from his office as TRUSTEE or should he be declared bankrupt or insolvent or otherwise incapable or unwilling to act while a TRUSTEE herein, he will thereby be replaced by a person or persons, physical or moral, other than the SETTLOR or a beneficiary under the present trust agreement, that the remaining TRUSTEES may, in writing by notarial act or before two (2) witnesses, designate as independent TRUSTEE of the present trust;

(ii) should any TRUSTEE other than the independent TRUSTEE die, resign from his office as TRUSTEE or should he be declared bankrupt or insolvent or otherwise incapable or unwilling to act while a TRUSTEE herein, he will thereby be replaced by ALLEN SHASHATY, who currently resides at 3019 Lake Road, Dollard-des-Ormeaux, Quebec, H9B 2R3. Should any other TRUSTEE other than the independent TRUSTEE die, resign from his office as TRUSTEE or should he be declared bankrupt or insolvent or otherwise incapable or unwilling to act while a TRUSTEE herein, he will thereby be replaced by MELANIE SHASHATY, who currently resides at 3019 Lake Road, Dollard-des-Ormeaux, Quebec, H9B 2R3. Should any other TRUSTEE other than the independent TRUSTEE die, resign from his office as TRUSTEE or should he be declared bankrupt or insolvent or otherwise incapable or unwilling to act while a TRUSTEE herein, he will thereby be replaced by a person or persons, physical or moral, other than the SETTLOR, that the remaining TRUSTEES may, in writing by notarial act or before two (2) witnesses, designate as TRUSTEE of the present trust.

(c) The power to appoint additional TRUSTEES or replacement TRUSTEES granted to EROL SHASHATY by this trust agreement also includes:

- (i) the power to determine the modalities of replacing the replacement TRUSTEES;
- (ii) to the extent permitted by law, the power to modify the decision-making process of the TRUSTEES, the delegation of their powers and all other aspects of their administration.

17. DURING his lifetime, EROL SHASHATY (or, in the event of his incapacity, the person or persons he designates in his mandate in case of incapacity), or after his death the person or persons he designates in his Last Will and Testament, or any Codicil thereto, shall have the absolute and unfettered power from time to time and at any time or times to remove without cause any TRUSTEE or TRUSTEES upon giving not less than ten (10) days' notice to each of the TRUSTEES, provided that the within power may only be exercised when the number of TRUSTEES remaining in office following the exercise of the power would be not less than two (2), with at

least one of the TRUSTEES being a person who is neither the SETTLOR nor a BENEFICIARY hereunder.

18. A TRUSTEE shall not be required to remain in or be a resident of Quebec, but at all times a majority of the TRUSTEES shall reside in Canada. If, at any time, a TRUSTEE becomes a non-resident of Canada, notice of such change in residency shall be provided in writing by such TRUSTEE to the remaining TRUSTEES prior to such change in residence occurring.

LIABILITY OF THE TRUSTEES

19. THE TRUSTEES shall not be liable for any error in judgment but only for their own wilful defaults and misconduct. The TRUSTEES shall not be personally liable for any monies to become due by or any claims against the TRUST PROPERTY or for any investment executed by the TRUSTEES under the provisions hereof. The TRUSTEES shall have power to bind the TRUST PROPERTY without rendering themselves personally liable.

TRUST IRREVOCABLE

20. THIS trust agreement hereby made shall be irrevocable by the SETTLOR and notwithstanding anything herein expressed or implied, no part of the capital or income of the TRUST PROPERTY shall revert to the SETTLOR pursuant to the provisions of this trust agreement.

ACCEPTANCE OF THE TRUSTEES

21. THE TRUSTEES signing this trust agreement hereby undertake to faithfully carry out all of the terms of this trust which by the provisions hereof are for them to perform and all TRUSTEES hereafter accepting office shall ipso facto be similarly bound.

LAWS APPLICABLE

22. a) THE presents shall be construed and take effect in all respects as a trust governed by the laws of the Province of Quebec, Canada and the Courts of this Province shall have exclusive jurisdiction to determine all questions and matters relating to this trust agreement.

b) NOTWITHSTANDING the foregoing, the TRUSTEES shall be and are empowered to declare, at any time and from time to time, in writing, addressed to the SETTLOR and the adult BENEFICIARIES then living, that this trust shall from the date of such declaration take effect in accordance with the law of any other place in any part of the world and that the forum for the administration thereof shall be the courts of that place and as from the date of such declaration the law of the place named therein shall

be the law applicable to this trust and the courts of that place shall be the forum for the administration thereof, but subject always to the power conferred by this paragraph and until any further declaration may be made hereunder.

AMENDMENTS TO THE TRUST AGREEMENT

23. a) SO often as any such declaration as aforesaid shall be made, or any other amendment to this trust agreement not requiring the authorization of a court, be, in the opinion of the TRUSTEES, necessary or advisable, the TRUSTEES may, at any time and from time to time thereafter by writing, make such consequential alterations in the provisions of this trust agreement as they, in their sole and absolute discretion, deem necessary or desirable. Notwithstanding the foregoing however, no amendments shall be made to the provisions of this trust agreement which currently provide that no part of the capital or income of the TRUST PROPERTY shall or may revert to the SETTLOR pursuant to the provisions of this trust agreement.

b) THE original of all declarations and alterations shall be attached to the original of this trust agreement. Any person dealing with the TRUSTEES may rely upon a copy of the original of this trust agreement and of the attached instruments certified by the TRUSTEES before a Notary or other similar official to the same extent as he might rely upon the original.

NAME OF TRUST

24. THIS trust shall be known and designated when convenient as the SHASHATY FAMILY TRUST and the TRUSTEES may, in their discretion, in that name hold title to or ownership of any or all of the property from time to time forming part or all of the trust fund, carry out any transactions under this trust agreement and enter into any of the powers, discretions and authorities hereunder upon them conferred.

ADDRESS OF TRUST

25. For purposes of this trust agreement and all other notice requirements, the address of the trust shall be 3019 Lake Road, Dollard-des-Ormeaux, Quebec, H9B 2R. The TRUSTEES will have the power to change the address of the trust by resolution.

SEVERABILITY OF CLAUSES

26. EACH provision of this trust agreement shall be deemed to be independent of the others, and in the event that any provision should be judged to be invalid, the remaining provisions of this trust agreement shall remain valid and binding.


DECLARATION OF THE PARTIES ON THE LANGUAGE OF THE TRUST AGREEMENT

27. CHAQUE partie déclare, par les présentes, avoir exigé la rédaction en anglais de la présente convention et chaque partie consent, par les présentes, que tous documents, avis ou procédures légales prévus, découlant ou émis suite aux présentes ou s'y rapportant directement ou indirectement soient rédigés en français ou en anglais.

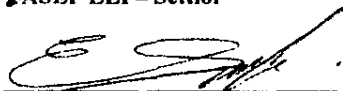
THE parties hereby declare that each has required this trust agreement to be in the English language, and each party does hereby consent to any documentation, notices, issued hereunder or relating directly hereto, to be in either the French or English language.

WHEREOF ACTE THUS DONE AND PASSED at the City of Montreal, on this fourth day of June, two thousand and fifteen (2015), under the number eight thousand seven hundred and thirty-three (8733) of the minutes of the undersigned notary.

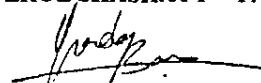
AND AFTER DUE READING HEREOF, the parties herein have signed in the presence of the said notary.



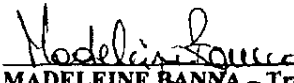
YASEF ELI – Settlor



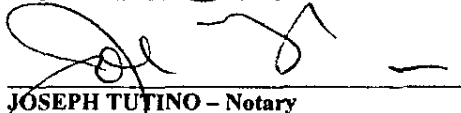
EROL SHASHATY – Trustee



GERDA BANNA – Trustee

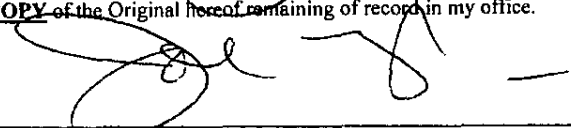


MADELEINE BANNA – Trustee



JOSEPH TUTINO – Notary

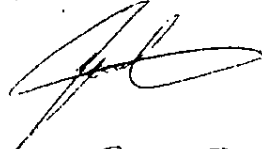
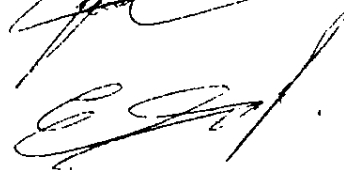
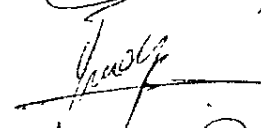
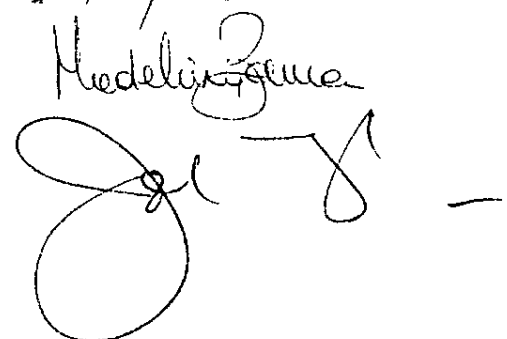
TRUE COPY of the Original hereof remaining of record in my office.



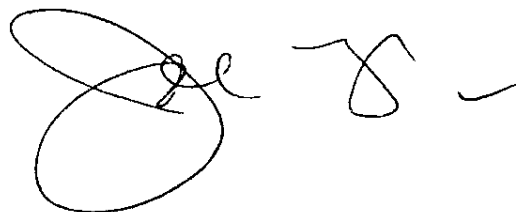
Schedule "A"

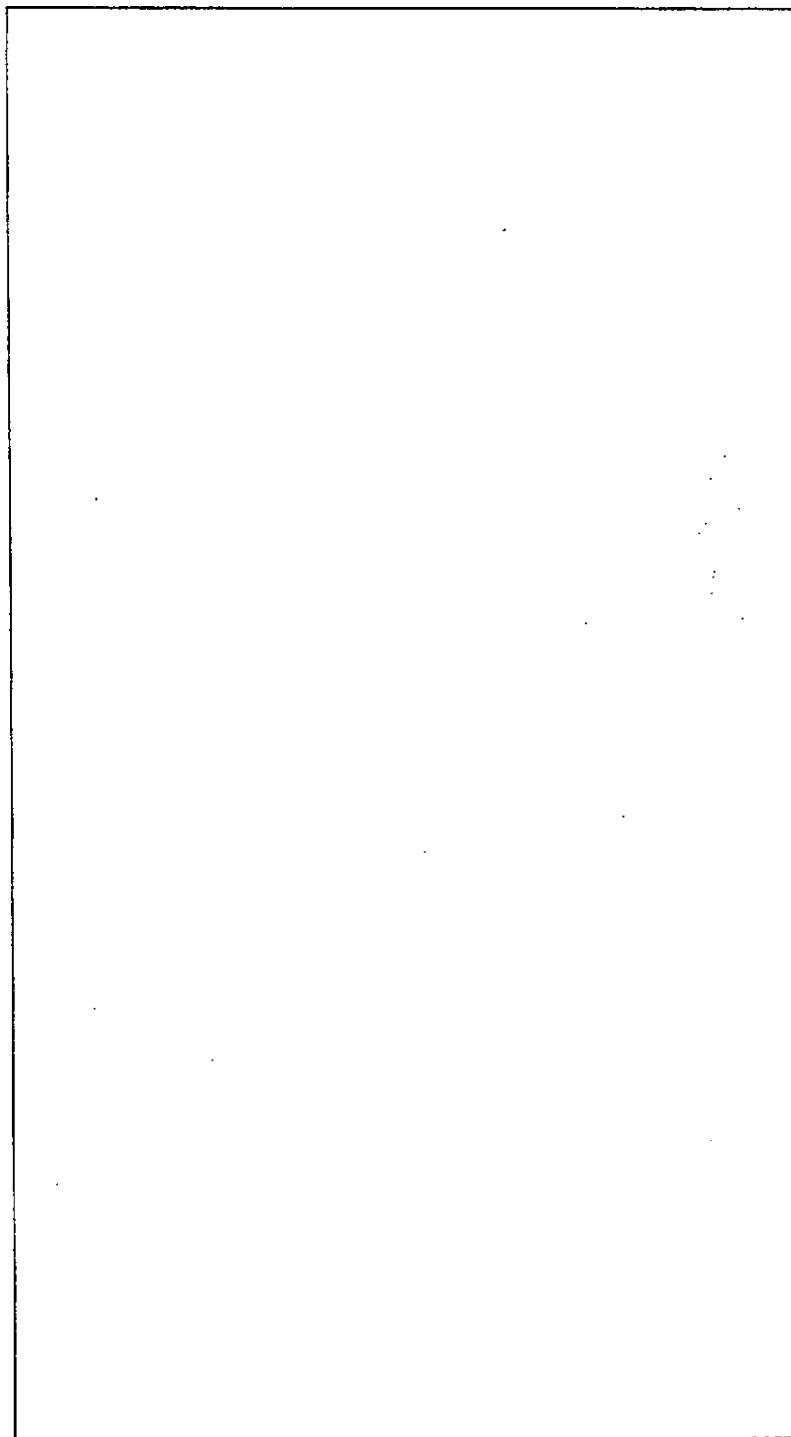
Twenty Dollars (\$20.00) Canadian - One (1) twenty dollar bill bearing serial number FSD0241042.

Acknowledged as true, signed for
identification and annexed to
Deed No. 8733 of the Repertoire
of the Notary.




Hedelin Gene


TRUE COPY





NO.:

8733

June 4th, 2015

DEED OF TRUST DONATION

by

YASEF ELI
the "Settlor"

in favour of

EROL SHASHIATY, GERDA BANNA
and **MADELEINE VARDARYILDIZ**
the "Trustees"

1st copy

JOSEPH TUTINO

Notaire et conseiller juridique
Notary and Title Attorney

1080, Côte du Beaver Hall, bureau 600
Montréal (Québec) H2Z 1S8

Téléphone: (514) 878-3878
Télécopieur: (514) 878-9890