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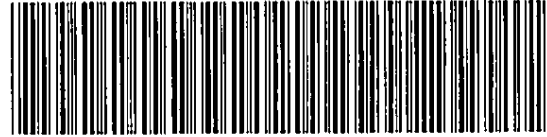
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**TRUST**

File 1st

1. **THE IRREVOCABLE TRUST F/B/O DEVON DIMICHELE**

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL  
INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

The Irrevocable Trust f/b/o Devon DiMichele

**A** New York **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 The Irrevocable Trust f/b/o Devon DiMichele, a

(Name of Trust)

New York Trust hereby affirms in order to file or qualify

(State)

The Irrevocable Trust f/b/o Devon DiMichele, in the State of Florida.

(Name of Trust)

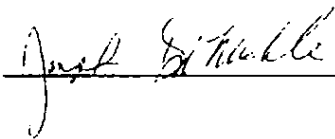
1. Two or more persons are named in the Trust.

2. The principal address is 14 Revere Court, Somers, New York 10589

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

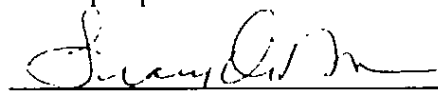
Joseph DiMichele, 859 Jeffery St. #106, Boca Raton, FL 33487

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.



(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.



Name: Tracy DiMichele, Trustee

NOTARY

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

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THE IRREVOCABLE TRUST f/b/o DEVON DiMICHELE

Dated: July 8, 2016

STERN KEISER & PANKEN, LLP  
1025 Westchester Avenue, Suite 305  
White Plains, New York 10604  
(914) 428-8800

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On July 8, 2016, NICHOLAS DiMICHELE, of 14 Revere Court, Somers, NY 10589, (hereinafter the "Grantor") agreed with TRACY DiMICHELE, of 14 Revere Court, Somers, NY 10589, and JOSEPH DiMICHELE, of Nanuet, New York (referred to collectively and with any successors as the "Trustees") as follows:

#### Article I

#### FUNDING THE TRUST; BENEFICIARY

The Grantor transfers to the Trustees the property listed in Schedule A, to be held and administered by the Trustees in accordance with the terms of this Trust Agreement, for the benefit of the Grantor's daughter, DEVON DiMICHELE (the "Beneficiary"). The trust created by this Agreement may be referred to as "THE IRREVOCABLE TRUST f/b/o DEVON DiMICHELE." The Grantor and anyone else may transfer additional property to the Trustees acceptable to them, to be held and administered according to the terms of this Trust Agreement. The Grantor retains no right, title, or interest in any trust property now or hereafter transferred to any of such trusts; nor shall any provision hereof permit, or be construed to permit, the Trustees to use any of the trust income or principal in a manner that would discharge any legal or support obligation of the Grantor or give them any other pecuniary benefit whatsoever. References in this Agreement to "the trust" shall be deemed to refer to any separate trust created hereunder or, where appropriate or necessary, collectively to all such trusts, and/or to any subtrusts or separate shares of any trusts, created hereunder.

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## Article II

### IRREVOCABILITY

The trust and all interests in it are irrevocable, and neither the Grantor nor (except as otherwise provided in Section P of Article VII) any other person has any power to alter, amend, revoke, or terminate any trust provision or interest in the trust.

## Article III

### ANNUAL WITHDRAWAL RIGHTS

Until the termination of the trust as hereinafter provided, the following withdrawal rights (subject to the provisions of Section C, below) shall exist with respect to contributions to the trust:

A. At such time or times during each calendar year as any person (hereinafter, "Donor") contributes any property, directly or indirectly, as an addition to the trust, which contribution constitutes a completed gift subject to the gift tax reporting requirements of Chapter 12 of the Internal Revenue Code of 1986, as amended, or any successor statute thereto (hereinafter, "Code"), the aggregate of all such contributions in a calendar year (each such contribution to be valued as of the date thereof and such aggregate being hereinafter collectively referred to as the "Addition"), shall be subject to withdrawal rights of such of the Beneficiaries as are then living, as follows:

1. The terms the "Beneficiary" and the "Beneficiaries" shall be deemed to include references to the legal representative(s) of any Beneficiary at any time during which such Beneficiary is under a disability.

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2. The Beneficiaries living at the time of a contribution to the trust shall each have the right to withdraw from the principal of this trust, with respect to such contribution, an amount equal to the lesser of (i) the sum of the quotients obtained by dividing the amount of each contribution constituting part of the Addition by the number of Beneficiaries living on the date(s) of such contribution; and (ii) as to each such Beneficiary, the amount of the annual exclusion from gifts allowable pursuant to Section 2503(b) of the Code (taking into account the provisions of Section 2513 of the Code), as reduced by the value of any direct or indirect prior gifts, other than the Addition, made by the Donor during the calendar year to or for the benefit of such Beneficiary. Notwithstanding the foregoing, if the Addition is insufficient to allow for maximum withdrawals under this paragraph 2 by each Beneficiary, whether or not such withdrawals are actually made, then the maximum amount that may be so withdrawn by each Beneficiary shall be reduced by an equal amount with respect to each Beneficiary, so that the aggregate amount of the Beneficiaries' withdrawal rights under this paragraph 2 shall be equal to the Addition.

B. With respect to the withdrawal rights created under this Article III, the following rules shall apply:

1. Each Beneficiary who is not under a legal disability can exercise her or his withdrawal rights by a written request delivered to the Trustees (or, if a Beneficiary is a Trustee, by delivering such request to the other Trustees or, if there are none, by filing such request with the trust's records). A Beneficiary who is not living at the time of any contribution(s) to the trust, which contribution(s) constitute(s) part or all of an Addition in a particular calendar year, shall not have a right of withdrawal as to such contribution(s).

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2. In no event may Grantor exercise a withdrawal right for a disabled Beneficiary, nor may any such right be exercised by a person if compliance therewith would discharge or satisfy any legal or support obligation of the person exercising such right. If at any time there shall be no person in being otherwise qualified and empowered hereunder to exercise such withdrawal right on behalf of a disabled Beneficiary, the Trustees shall designate (by duly acknowledged written instrument) a person or persons who is or are so qualified and empowered.

3. The Trustees must reasonably notify the Beneficiaries, or, as the case may be, the person(s) who would exercise a Beneficiary's withdrawal rights of the existence thereof, and of any contributions made to the trust which are subject thereto (including a description of [a] the property added, [b] the right of withdrawal resulting from the contribution, and [c] the time limit set forth in paragraph 4 below on the exercise of such right). "Reasonable" notice shall, in all cases, mean such notice as the Internal Revenue Service, by its rules and regulations, may from time to time specify as notice sufficient to permit such withdrawal right to qualify contributions to the trust for the gift tax annual exclusion.

4. The powers of withdrawal created by this Article III shall, to the extent not exercised by any Beneficiary for any calendar year, be cumulative, provided that on December 31 of each year, the total amount which may be withdrawn by each Beneficiary shall be reduced by the greater of \$5,000 or five percent (5%) of the value of the trust principal on such date.

5. The Trustees may satisfy a Beneficiary's exercise of a withdrawal right by distributing cash, other assets, or fractional interests in other assets, as the Trustees



deem appropriate. Without limiting the Trustees' power to select assets to satisfy such right, the Grantor prefers that cash or other intangible assets normally be distributed before other assets, unless the Trustees decide that another selection is warranted.

6. Notwithstanding the above provisions of this Article (but subject to the requirements for reasonable notice set forth in paragraph 3 of this Section B), any individual making a contribution to the trust after the initial contribution shall have the right, at the time of making such additional contribution (but not thereafter), to notify the Trustees in writing (a) that a particular Beneficiary shall not have a withdrawal right as to such additional contribution or as to any part thereof, (b) to increase or decrease the amount of the additional contribution that would otherwise be subject to any Beneficiary's withdrawal right hereunder (but not to an amount in excess of the amount of the additional contribution), and/or (c) to change the period during which any withdrawal right of a Beneficiary may be exercised as to such additional contribution.

7. "Contribution" means any cash or other assets transferred to the Trustees (including the initial contribution listed in Schedule "A") to be held as part of the trust. "Contribution" shall also include (if applicable at any time) any payment made, by any person, directly to third parties for the benefit of the trust, with respect to any trust asset (e.g., a payment with respect to a mortgage on property owned by the trust). The amount of any contribution is its federal gift tax value, as determined by the Trustees at the time of the transfer.

8. The powers of withdrawal created in this Article take precedence over any other power or discretion granted in this Agreement to the Trustees or to any other person.

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C. The withdrawal power created and granted in this Article shall terminate and shall be of no further force or effect on such date, if any, as Chapter 12 of Subtitle B of the Code (the Federal gift tax) is repealed or (as the case may be) on such date when the annual exclusion from gifts presently allowed by Section 2503(b) of the Code is for any reason no longer allowable under said Section or under any comparable or successor Section of the Code.

#### **Article IV**

#### **DISPOSITIVE PROVISIONS**

The Trustees shall hold and administer all assets of the trust remaining after the exercise or lapse of the Beneficiary's powers of withdrawal as follows:

A. Until the death of the Grantor and the Grantor's spouse, the Trustees may pay such part, parts or all of the net income and/or of the principal of the trust to, and/or apply the same for the use and/or benefit of the Beneficiary and at such time or times, as the Trustees, in their sole discretion, may select and determine. Any such net income not so paid or applied to the Beneficiary in any trust year shall be accumulated and be added to the principal of the trust, at least annually.

B. Upon the death of the survivor as between the Grantor and the Grantor's spouse, the Trustees shall pay over and deliver (or, as the case may be, shall continue to hold and administer) all such principal and income to the Beneficiary, or if the Beneficiary shall have predeceased the survivor as between the Grantor and the Grantor's spouse, per stirpes, to such of the Beneficiary's issue as shall survive the survivor as between the Grantor and the Grantor's spouse, in accordance with the provisions of Section 2518 of this

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Article IV. If no issue of the Beneficiary shall survive the survivor as between the Grantor and the Grantor's spouse, the Trustees shall pay over and deliver all such principal and income in accordance with the provisions of Section D of this Article IV.

C. As to any property directed to be paid over and delivered subject to or in accordance with the provisions of this paragraph, in respect of any descendant of the Grantor who shall not have attained the age of thirty-five (35) years at such time, shall not be distributed or be paid outright to such descendant, but instead shall, in respect of such descendant, be distributed or be paid to or, as the case may be, shall continue to be held by, the Trustees, IN FURTHER TRUST (separately as to each such descendant; provided, however, that if property is so given or directed to be paid on more than one occasion in respect of any such descendant, all such property shall be held in a single trust hereunder for such descendant) ("such descendant's trust"); and the Trustees to hold and dispose of such property as follows:

1. Discretionary Payments of Income. The Trustees shall pay to such descendant and/or apply for his or her use and/or benefit so much of the net income of such descendant's trust as my Trustees, in their discretion, shall determine, accumulating the balance, if any, and adding such accumulations to principal at least annually.

2. Principal Payments at Ages 30 and 35. The Trustees shall pay over and distribute one-half (½) of the then principal of such descendant's trust to such descendant when he or she attains the age of thirty (30) years and the balance of such descendant's trust to such descendant when he or she attains the age of thirty-five (35) years, and such descendant's trust shall thereupon terminate. Notwithstanding the

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foregoing provisions, if such descendant shall have already attained the age of thirty (30) years but not the age of thirty-five (35) years at any such time, Grantor directs the Trustees to pay over and distribute one-half (½) of such property outright to such descendant, and in any case, the trust provisions hereof shall only apply to the balance of such property not so directed to be paid outright to such descendant.

3. Trustees' Discretionary Power to Pay Principal. In addition to the foregoing provisions for the payment of principal at stated ages, the Trustees are authorized and empowered, at any time or times, to pay to such descendant, and/or apply for such descendant's use and/or benefit, such part, parts or all of the principal of such descendant's trust (including, without limitation, articles of tangible personal property) as the Trustees, in their discretion, may determine, without regard to such descendant's other resources or to the interest in such descendant's trust of any other person.

4. Standard for Discretionary Payments. The discretionary powers hereinabove granted to the Trustees, enabling them to pay or apply income and/or principal to such descendant and/or for his or her use and/or benefit, may be exercised liberally by the Trustees in such descendant's favor so long as the Trustees, in their discretion, are convinced that such descendant is mature and able to handle property. The decision of the Trustees to exercise (or not to exercise) such discretionary powers, or any of them, at any one or more times, shall be binding and conclusive upon all affected persons.

5. Distribution Upon Descendant's Death. Upon such descendant's death prior to his or her attainment of the age of thirty-five (35) years, if such descendant's trust has not theretofore been terminated pursuant to Sections C.3 hereof, Grantor directs

the Trustees to pay the then principal of such descendant's trust, together with all of the net income thereof accrued but not yet received and received but not yet disposed of, or accumulated ("such principal and income"), in such amounts or proportions, upon such terms, conditions and further trusts, and to and/or for the use and/or benefit of such one or more of Grantor's descendants, surviving such deceased descendant, as such deceased descendant, by his or her Will expressly referring to this Agreement and this special power of appointment, shall validly appoint (a reference in his Will to this Agreement and a special power of appointment granted hereunder shall be deemed to be an express reference without referring to the date of this Agreement or to the Article or Section number wherein such power is granted). If or to the extent that such deceased descendant shall fail to appoint such principal and income, the Trustees shall pay such principal and income, per stirpes, to such of such deceased descendant's issue as shall survive such deceased descendant. If no such issue shall so survive, such principal and income shall be distributed in accordance with Section D of this Article IV.

D. Any property directed to be disposed of at any time or times ("at such time") in accordance with the provisions of this Section D, shall be divided into such number of equal shares as shall effectively be disposed of below and the Trustees shall distribute such equal shares as follows:

1. Three (3) such equal shares to DANIELLE DiMICHELE, if she shall then be living at such time; and
2. One (1) such equal share to be distributed in equal sub-shares to CARLIE DEITCHMAN and LINDSAY DEITCHMAN, if both of either

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of them shall then be living at such time, or all to the survivor as between them.

#### **Article V**

#### **SPENDTHRIFT CLAUSE**

To the extent permitted by law, the beneficiaries' interests will not be subject to their liabilities or creditor claims or to assignment or anticipation.

#### **Article VI**

#### **RULE AGAINST PERPETUITIES**

If it is determined that any provision of this trust violates any applicable rule against perpetuities or remoteness of vesting, the Trustees will administer the affected portion for the maximum period allowed by law, and then pay that portion of the trust funds outright and free of trust to the then beneficiaries of the trust's income, in proportion to their respective rights thereto.

#### **Article VII**

#### **TRUSTEES' GENERAL POWERS**

The Trustees, in their discretion, are exclusively empowered to do the following as to all trusts created hereunder:

- A. Hold and retain all or any property received from any source, in the same form in which received, and without regard to diversification, risk, productivity, or the Trustees' personal interest in such property in any other capacity, and to keep all or part of the trust property at any place within the United States or abroad.
- B. Invest and reinvest the trust funds (or leave them temporarily uninvested), in any type of property and every kind of investment, including (but not limited to) insurance policies on the life of the Grantor or any other person in whom the Trustees shall have an insurable interest, real estate, corporate obligations of every kind, preferred or common stocks, securities of any regulated investment trusts, and partnership interests, whether or not such

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investment is of the nature prescribed by law or is speculative in nature, and without regard to the percentage of the trust which such investment or similar investments may constitute.

- C. Participate in the operation of any business or other enterprise, and to incorporate, dissolve, or otherwise change the form of such business.
- D. Deposit trust funds in any commercial savings or savings and loan account.
- E. Borrow money for any reasonable trust purpose and upon such terms, including (but not limited to) interest rates, security, and loan duration, as the Trustees deem advisable.
- F. Lend trust funds for such periods of time to, and/or buy (for cash or credit) assets from, such persons (including the estate of the Grantor, the estate of the Grantor's spouse, or any trust or trusts established by either the Grantor or her spouse) and on such terms, including (but not limited to) interest rates and security, as the Trustees deem advisable; and whether or not the Trustees may also be acting as Executors of such estate or as Trustees of any such trust.
- G. Sell, lease (for such periods as they may determine, whether or not such period shall extend beyond the period provided by law or the probable term of the trust), or otherwise dispose of trust assets, including (but not limited to) trust real property, for cash or credit, at public or private sale, and with such warranties or indemnifications as the Trustees deem advisable.
- H. Amortize or refrain from amortizing premiums on bonds or other securities which they may purchase or receive; participate in voting trusts; and generally exercise, in respect of stocks and other securities, all rights, powers or privileges which may be lawfully exercised by any person owning similar property in his own right.
- I. Improve, develop, manage, lease, or abandon any trust assets, as the Trustees deem advisable.
- J. Hold property in the name of any Trustees or any custodian or nominee, without disclosing this trust.
- K. Pay and advance money for the trust's protection and for all expenses, losses, and liabilities sustained in its administration.
- L. Prosecute or defend any action for the protection of the trust and/or of the Trustees in the performance of their duties, or both, and to pay costs, or

settle any claim for or against the trust and/or the Trustees in the performance of their duties.

- M.** Employ such agents, accountants, attorneys, custodians and financial or investment advisers, who may be the Trustees or a firm or corporation in which the Trustees may be interested, all as they may deem appropriate for the proper management and administration of the trust (including, without limitation, in or in connection with the defense or prosecution of any litigation involving the trust or the Trustees), and/or for legal, accounting, custodian, financial or investment advisory services in connection therewith, and advance, allow and pay to such agents, accountants, attorneys, custodians and/or advisers requisite compensation, plus all necessary costs and disbursements, from principal or income or partly from each, without prior court approval; and any such compensation so payable to the Trustees or to any firm or corporation in which the Trustees may be interested shall be in addition to, and not in lieu of, commissions to which the Trustees may otherwise be entitled.
- N.** Determine what is principal or income and what items shall be charged or credited to either.
- O.** Distribute trust assets in kind or in cash, or partly in each, and with respect to any distribution in kind:
1. Make such distribution in kind in shares which may be composed differently; and
  2. Allocate to such shares:
    - (a) equal or unequal undivided interests in specific property; and/or
    - (b) assets with such bases, for income tax purposes, as the Trustees shall determine, whether or not the fair market value or values of any asset or assets so allocated, as of the date or dates of distribution thereof, shall be greater, less than, or equal to, such bases.
- Any such distribution and/or allocation shall be binding and conclusive upon all beneficiaries of any trust created hereunder.
- P.** Amend this Trust Agreement in such manner as they deem necessary or desirable for tax or administrative reasons, provided always that the beneficiaries' beneficial interests hereunder are not materially affected by any such amendment (as used herein, an amendment made for the sole purpose(s) set forth in clauses (i) and/or (ii) of the next sentence shall not be deemed to materially affect beneficial interests created hereunder); and provided further, however, that no such amendment shall be valid if the

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effect thereof is or would be to give the Grantor any property rights which would, but for this proviso, result in the inclusion of any part or all of the trust in the Grantor's estate for Federal estate tax purposes, pursuant to Sections 2036, 2037 or 2038 of the Code. Without limiting the generality of the foregoing (but subject to such provisos), the Trustees may amend any trust created hereunder for the purposes of (i) qualifying gifts to such trust for the annual exclusion provided by Section 2503(b) of the Code, and/or (ii) preventing taxable lapses of gifts pursuant to Section 2514(e) of the Code, should such amendment at any time become necessary to achieve such purpose. Any amendment under this Section P shall be made by signed, acknowledged instrument, executed by the Trustees then in office, and delivered to the Grantor, if competent or, if not competent, to the Grantor's legal representative or to the Beneficiary of such trust, if she or he is then an adult and competent.

- Q. Subject to the same provisos as are contained in Section P hereof, divide, for any tax or administrative reason, any trust created hereunder (an "original trust") into two or more separate shares, new trusts or subtrusts (including for the purpose of identifying or segregating shares, subtrusts or separate trusts for generation-skipping tax reasons). The Trustees shall hold and administer each such share, new trust or subtrust as a separate trust upon the same terms and conditions contained in the original trust, provided, however, that if a beneficiary may receive principal from the original trust upon termination or otherwise or (subject to the last sentence of Section A of Article III hereof) by exercising a power to withdraw, any property so distributable may be distributed by the Trustees from any one or more of the separate shares, new trusts or subtrusts in such proportions as the Trustees shall determine; provided further, that a separate share, new trust or subtrust consisting exclusively of subchapter "S" stock shall (for so long as it is a requirement of the Code in order to obtain and/or maintain an effective "Subchapter S election") require that the income thereof be paid on a current basis to the beneficiary of such share, new trust or subtrust.
- R. Subject to the same provisos as are contained in Section P hereof, create, from the income or accumulated income of any original trust created hereunder, one or more new trusts for any beneficiary of such original trust or trusts, which new trust(s) shall be held by the Trustees for the benefit of such beneficiary on the same terms and conditions as are set forth herein with respect to such original trust.
- S. Subject to the same provisos as are contained in Section P hereof, combine into one trust the assets of two or more trusts, shares or subtrusts hereunder having substantially identical terms and tax characteristics (whether or not previously divided or created pursuant to Sections Q or R, or any other provision, hereof), to be held and administered as a single trust upon the

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same terms and conditions set forth herein with respect to said trusts, shares or subtrusts.

- T. Execute and deliver any instrument necessary or useful in the exercise of any of these powers.
- U. If the Grantor is treated as the owner of any portion of the Trust pursuant to the provisions of subpart E of the Code for any taxable year, the Trustee may, in the Trustee's discretion, distribute to *the Grantor* for the taxable year, income or principal sufficient to satisfy *the Grantor's* personal income tax liability attributable to the inclusion of all or part of Trust's income in *the Grantor's taxable income*.

### Article VIII

#### **ADMINISTRATIVE AND INTERPRETIVE PROVISIONS**

A. (1) Each future interest shall be contingent upon survivorship at the time as of which such interest would vest in possession, (2) all distributions or divisions to, among or for the benefit of "issue" shall be made per stirpes and not per capita, (3) the sole member of a class or group shall take the whole gift if alone surviving, (4) any person occupying any status by adoption shall for all purposes (including, without limitation, inheritance by, from or through such person) be treated the same as any natural member of the same class or group, and (5) if upon the establishment of any trust the beneficiary thereof shall have attained the age at which a distribution from such trust would have been made if such trust were then in existence, such distribution shall be made outright to such beneficiary.

B. Application of principal or income for the benefit of any beneficiary under legal disability may be made directly, or in the discretion of the Trustees, by payment to his or her parent, spouse, guardian, conservator, committee or custodian under the Uniform Gifts to Minors (or similar) Act in whatever jurisdiction appointed, or to anyone with whom said beneficiary resides, and the receipt of any such recipient shall be a full and complete

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discharge to the Trustees therefor. However, no such payment or application shall be made, under any circumstances, to or for the benefit of the Grantor, or in such manner or to any person on behalf of such disabled beneficiary if such payment or application would thereby discharge the legal or support obligation of a person with respect to such disabled beneficiary.

C. The Trustees may exercise liberally, or refrain from exercising, any power to make discretionary payments of principal or income and shall not be restrained by the interests of persons other than the beneficiaries to or for whose benefit a given payment is proposed to be made; provided, however, that in this connection, such Trustees may, but need not, consider the income and property owned by said beneficiary, and in so doing may, but need not, request and rely upon any financial statement furnished by or on his or her behalf. In all events, the decision of the Trustees as to the purpose, time and amount of any such payment shall be conclusive upon all persons interested hereunder.

D. If upon the termination of any trust established hereunder any property would vest free of trust in a person who is then under the age of twenty-one (21) years, then the Trustees shall retain the same, IN TRUST, for the benefit of said person until he or she attains the age of twenty-one (21) years, and shall hold, manage, invest and reinvest the same, and after defraying all lawful charges in connection therewith, the Trustees shall have discretion and authority, to the extent they deem necessary or desirable, to accumulate the income thereof until said person attains the age of twenty-one (21) years or to dispose of all or any part of the principal and/or of the current and/or accumulated income thereof, at any time or times, in any one or more of the following ways:

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1. Pay over the same to said person after he or she attains the age of eighteen (18) years, his or her written receipt being a full and complete discharge to the Trustees therefor;
2. Apply the same for the health, education, support, maintenance or emergency needs of said person; and/or
3. Subject to the last sentence of Section B hereof, pay over the same, for the use and benefit of said person, to his or her parent, spouse, guardian, conservator, committee, or custodian under the Uniform Transfers to Minors (or similar) Act, in whatever jurisdiction appointed, or anyone with whom he or she resides, who shall not be accountable therefor, the receipt of any such recipient being a full and complete discharge to the Trustees therefor.

When said person attains the age of twenty-one (21) years, or upon his or her prior death, the trust for his or her benefit shall terminate and the Trustees shall pay any remaining principal and accumulated income thereof to said person or, as the case may be, to his or her estate.

## Article IX

### TRUSTEES AND SUCCESSORS

A. No bond or other security shall be required of the Trustees hereunder (whether originally named or designated as hereinafter provided) for any purpose, in any jurisdiction whatsoever.

B. 1. If JOSEPH DiMICHELE shall fail or cease to act as Trustee, GERALD DEITCHMAN, of Katonah, New York, shall serve as successor Trustee hereof.

2. Subject to the provisions of paragraph 1 above, and to the last sentence of this paragraph 2, the original Trustees and each successor Trustee designated pursuant to this paragraph 2 shall have the right to appoint one or more individual(s) as her or his successor(s) as Trustee(s). The Trustee(s) acting hereunder from time to time shall

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also have the right (by unanimous designation, if more than one is in office), to appoint one or more co-Trustees to act together with such designating Trustee(s). Any such designation shall be made by a duly acknowledged written instrument appointing, and delivered to, such designated co-Trustee(s) or successor Trustee(s). Any such appointment may be revoked at any time before it has become effective by a written instrument, similarly acknowledged and delivered, in which another individual(s) similarly appointed may be substituted in the place of any co-Trustee(s) or successor(s) so appointed. Any of the foregoing provisions of this paragraph 2 to the contrary notwithstanding, however, the Grantor directs that there shall at all times be at least one (1) Independent Trustee in office with respect to each trust created hereunder, and the Trustees in office from time to time shall exercise the powers of designation hereinabove granted to them to designate at least one (1) Independent Trustee for any trust hereunder which, at any time, has a vacancy in the office of Independent Trustees.

3. The Grantor (and, after the Grantor's death, the Grantor's spouse) may at any time (i) remove any Trustee acting hereunder, (ii) appoint one or more individuals or a corporate Trustee to succeed or to act as a co-Trustee with any Trustee acting hereunder, and/or (iii) appoint one or more individuals or a corporate Trustee to replace any Trustee who or which the Grantor (or, the Grantor's spouse, as the case may be) has removed or who or which has for any reason ceased to act; provided, however, any Trustee so appointed by the Grantor (or, the Grantor's spouse, as the case may be) may not be related or subordinate to the Grantor or the Grantor's spouse within the meaning of Section 672(c) of the Code, nor may the Grantor or the Grantor's spouse be so appointed.

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C. Any Trustees at any time in office may resign by delivering a written notice of resignation to any other Trustees then in office or, if none, to the next successor Trustees, and to the then-living adult beneficiary or beneficiaries of the trust of which such resigning Trustee is a Trustees. The resignation shall take effect upon the date stated in the notice, whereupon all duties of the resigning Trustee shall cease, other than the duty to account. The receipt by any Trustee of a certificate signed by any other Trustee's personal physician stating that, in the opinion of such physician, such other Trustee is either mentally or physically incapable of attending to business affairs, shall be deemed to be and shall be accepted by all persons interested in the trust as the resignation of such other Trustee, for all purposes. Any resigning Trustee shall take all steps necessary to effect and perfect the delivery and transfer of all property to each remaining Trustee. No successor Trustee shall be obliged to examine the accounts, records, and acts of any previous Trustee or any allocations of receipts or disbursements as between principal and income made by any previous Trustee.

D. Unless otherwise expressly provided herein, if at any time more than one Trustees is in office hereunder, the Trustees shall act by a majority, provided, however, that ministerial duties of the Trustees (such as signing of checks, execution of brokerage transactions relating to securities, and the like) may be executed by any one Trustee.

E. The Trustees shall be entitled to indemnification from the trust principal and/or income for (i) all of their disbursements incurred in the administration of the trust and, in addition, for (ii) all expenses, costs, fees (including reasonable attorneys' fees) and other charges incurred by them in, or by reason of, or in any manner arising from or

connected with, any litigation or threatened litigation in any way involving the trust or such Trustees' acts or omissions to act as Trustees. Furthermore, the Trustees shall be and hereby are held harmless, and shall be entitled to be indemnified from the principal and/or income of the trust, against any judgment or award against them in, or in connection with, any such litigation, threatened litigation, or settlement of same, excepting only a judgment, award, or settlement directly resulting from the Trustees' wilful neglect or fraud.

F. As used herein, the words "Trustee" and "Trustees" shall be construed to mean the Trustee, Trustees and their substitutes, successors or Co-Trustees, then qualified and acting, and whether originally named herein or designated as herein provided, acting from time to time hereunder, and all powers, authority and discretion herein granted to the Trustees may be exercised by any such survivor, substitute, successor or Co-Trustees without the necessity of any application to or approval by any court.

G. Any other provision of this Agreement to the contrary notwithstanding, under no circumstances shall a Grantor be or become a Trustee, or exercise the powers of the Trustees, hereunder.

H. If either parent of a Beneficiary shall at any time or times be a Trustee hereunder, then, for so long as such Beneficiary is a minor or during any period when such parent has any legal or support obligation for that Beneficiary, (i) any power or authorities accorded to the Trustees hereunder which, if held or exercised by such parent, would result in such parent being taxable on the income of the trust, and/or in the trust principal being included in such parent's estate for Federal estate tax purposes if such parent were then to die, shall instead be held and exercised solely by the Trustee(s) other than such

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shall be exercised to assure that at least one (1) such other Trustee is in office who may exercise such powers or authorities independently of such parent-trustee.

## **Article X**

### **ACCOUNTINGS**

A. The Trustees may settle any account at any time by agreement or judicially. An agreement made with those beneficiaries who are subject to no legal disability and who at the time are entitled to the income or would be entitled to the principal if the same were then distributable, shall bind all persons, whether or not then in being or of legal capacity, then or thereafter entitled to any income or principal accounted for, and shall release and discharge the Trustees for the acts and proceedings embraced in the account as effectively as a judicial settlement, notwithstanding the circumstance that the Trustees or any of them may also be a party to such agreement in a separate capacity as a beneficiary or as a fiduciary of another estate or trust. Any provision of law to the contrary notwithstanding, no Trustee acting hereunder shall be required to account periodically (whether annually or more frequently) in or to the courts of the State of New York or of any other jurisdiction, unless such Trustee shall voluntarily determine so to do.

B. Where an adult, competent party to any judicial proceeding involving the trust has the same interest therein as any other person or persons under disability, it shall not be necessary to serve process upon such person or persons under disability.

## **Article XI**

### **MISCELLANEOUS**

A. This Trust Agreement shall be governed by and construed under the laws of the State of New York; provided, however, that if, for any reason(s) they deem sufficient,

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the Trustees deem it advisable at any time or times so to do, they may (by unanimous determination, if more than one Trustee is in office) move the Trust to a jurisdiction other than New York, in which case the administration of this Trust and the construction of this Agreement shall be governed by the laws of the jurisdiction to which the trust has been so removed.

B. The headings in this trust are inserted for convenience only and are not a part of this Trust.

C. Whenever the context of this trust requires, the masculine gender includes the feminine or neuter, and vice versa, and the singular number includes the plural, and vice versa.

## ARTICLE XII

### GRANTOR'S POWERS

The Grantor, acting in a non-fiduciary capacity, shall have the power to reacquire the trust corpus by substituting other property of an equivalent value.

AGREED TO, by NICHOLAS DiMICHELE, Grantor, and TRACY DiMICHELE and JOSEPH DiMICHELE, Trustees, on the day and year first indicated above.

  
NICHOLAS DiMICHELE, Grantor

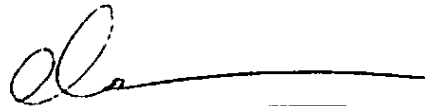
  
TRACY DiMICHELE, Trustee

  
JOSEPH DiMICHELE, Trustee

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

On the 8 day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared NICHOLAS DiMICHELE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

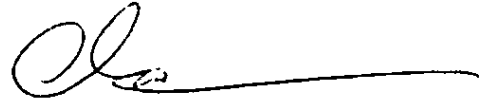


Notary Public

ANDREW PANKEN  
Notary Public, State of New York  
No. 02PA5084998  
Qualified in Westchester County  
Commission Expires September 15, 2017

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

On the 8 day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared TRACY DiMICHELE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ANDREW PANKEN  
Notary Public, State of New York  
No. 02PA5084998  
Qualified in Westchester County  
Commission Expires September 15, 2017

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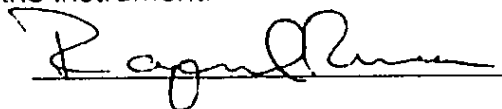
SS..

COUNTY OF )

August

On the 9th day of ~~July~~, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DiMICHELE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RAQUEL RIVERA  
Notary Public, State of New York  
No. 04186045505  
Qualified in Rockland County  
Commission Expires July 31, 2018 ✓



Notary Public

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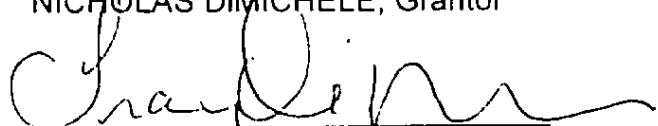
SCHEDULE A


PROPERTY CONTRIBUTED INITIALLY  
TO THE IRREVOCABLE TRUST f/b/o DEVON DIMICHELE

On July 8, 2016

\$10.00

  
NICHOLAS DIMICHELE, Grantor

  
TRACY DIMICHELE, Trustee

  
JOSEPH DIMICHELE, Trustee

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