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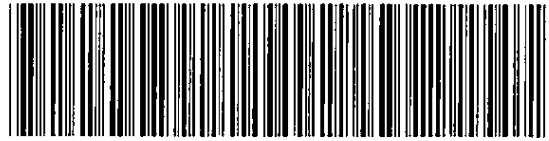
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S. CHATHAM
AUG 25 2023

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2023 AUG 17 09:15
S. CHATHAM

TRANSMITTAL LETTER

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

SUBJECT: Declaration of Trust - Jonathan Benrimon 2012 Irrevocable 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: Jonathan Benrimon 2012 Irrevocable Trust

Name (Printed or typed)

28 Evans Terminal Rd

Address

Hillside, NJ 07205

City, State & Zip

973-568-3899

Daytime Telephone number

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

Jonathan Benrimon 2012 Irrevocable Trust

A Irrevocable Trust 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 Jonathan Benrimon 2012 Irrevocable Trust, a

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

(State)
Jonathan Benrimon 2012 Irrevocable Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 28 Evans Terminal Rd, Hillside, NJ 07205

3. The registered agent and street address in the State of Florida is:
Adam Ziefer, 10350 W Bay Harbor Drive, Bay Harbor Islands, FL 33154

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.

Adam Ziefer

(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.

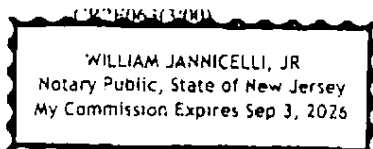
William Jannicelli, Jr.

NOTARY

William Jannicelli, Jr.

Jonathan Benrimon
Name: Jonathan Benrimon
Chairman of the Board of Trustees

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



37-6533731

JONATHAN BENRIMON 2012
IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT dated the 4th day of December, 2012, by and among ROBERT BENRIMON and SHEILA BENRIMON, both residing at 29 Lakeview Drive, West Orange, New Jersey, (hereinafter referred to as the "Grantors"), and STEVEN MOSKOWITZ, residing at 22 Crestwood Drive, West Orange, New Jersey, and HOWARD BERG, residing at 10 McClusky Court, West Orange, New Jersey, (hereinafter referred to as the "Trustees"):

WITNESSETH:

WHEREAS, the Grantors desire to establish a trust for the management and distribution of any property transferred thereto for the benefit of their son, JONATHAN BENRIMON, and his issue; and

WHEREAS, concurrently with the execution of this Trust Agreement, or as soon as possible thereafter, all of the right, title and interest in and to the property described in the annexed SCHEDULE A shall be transferred to the Trustees, and such other property as the Grantors or any other person or fiduciary may from time to time transfer to the Trustee.

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the parties hereto agree as follows:

FIRST: The Trustees shall hold all property transferred to them, in trust (said trust being named and hereinafter sometimes referred to as the "JONATHAN BENRIMON 2012 IRREVOCABLE TRUST"), shall manage, administer, invest and reinvest the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST, shall collect and receive the income thereof, and shall pay over and distribute such income and principal as hereinafter provided:

(a) Until the death of the second to die of the Grantors, the Trustees of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST are directed as follows:

1. The Trustees of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST (subject to Subarticle (b) of Article SIXTEENTH hereof), at any time or times that they deem it advisable, may pay or apply to or for the benefit of the Grantors' son, JONATHAN BENRIMON, and/or his issue and/or to any trust created for the primary benefit of the Grantors' said son and/or his issue (including the ROBERT AND SHEILA BENRIMON 2012 IRREVOCABLE JOINT LIFE INSURANCE TRUST) and as to which the Grantors shall have no beneficial interest, so much, all or none of the net income and/or such other sum or sums out of the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST (including the whole thereof), as the Trustees, in their sole and nonreviewable discretion, shall deem advisable to provide for the care, maintenance, support and education (including but not limited to, elementary, secondary, undergraduate, graduate and postgraduate education) of the Grantors' said son and/or his issue, as well as for any expenses incurred by or for him, them, or any of them, because of any illness, operation, infirmity, emergency, or for such other purposes, irrespective of cause or need, as the Trustees, in their sole and nonreviewable discretion, shall deem to be in the best interests of the Grantors' said son and/or his issue. In the exercise of such nonreviewable discretion, the Trustees may pay or apply net income and/or principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST to or for the benefit of the Grantors' said son and/or his issue and/or to any trust created for the benefit of any one or more of the Grantors' said son and/or his issue as aforesaid, equally or unequally, or to or for the benefit of any one or more of them (and/or to a trust as aforesaid for the benefit of any one or more of them) to the exclusion of others. Notwithstanding the foregoing, in making the discretionary distributions of net income and/or principal as aforesaid, such distributions shall only be made to the extent that such distributions would not adversely affect the "Withdrawal Amounts" (as such phrase is hereinafter defined) in existence at the time of such distributions. Any net income not paid or applied as hereinbefore provided during any accounting year of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall be accumulated and, at the end of such year, shall be added to and in all respects shall be treated as principal.

2. In exercising the discretion granted to the Trustees to distribute net income and/or principal of the trust established hereunder for the benefit of the Grantors' son, JONATHAN BENRIMON, and his issue pursuant to the

immediately preceding Paragraph, the Trustees should keep in mind the fact that this trust may have been set up so as not to give rise to the payment of a generation skipping transfer tax on the death of the Grantors' said son or the distribution of net income and/or principal to the issue of the Grantors' said son. In the event there should be any requests for net income and/or principal invasion from the Grantors' said son or a descendant of the Grantor's said son pursuant to the immediately preceding Paragraph, the Trustees should encourage such beneficiary to seek other sources for such funds; however, after providing such encouragement and considering the alternative sources for such funds available to such beneficiary, such net income and/or principal distribution may, if the Trustees deem it advisable, be made.

3. In addition to the aforesaid payments of net income and/or principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST which may be made to the Grantors' son, JONATHAN BENRIMON, and his issue, each of a group of individuals consisting of the Grantors' said son and each child of the Grantors' said son (hereinafter said group being sometimes referred to collectively as the "Specified Individuals" or singly as a "Specified Individual"), if and for so long as he or she shall be living, prior to the death of the second to die of the Grantors, shall have the absolute right, during any taxable year of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST for Federal income tax purposes in which there shall be one or more contributions made to the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST, upon his or her written request to the Trustees, to receive payment out of the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST in an amount equal to the total of such Specified Individual's Contribution Portions, as such term is hereinafter defined, for such taxable year; PROVIDED, HOWEVER, that the total of such payments to the Specified Individual in any such taxable year of such trust for Federal income tax purposes shall in no event exceed the product obtained when the amount of the annual exclusion from gift tax as set forth in Section 2503(b) of the Code (currently the sum of THIRTEEN THOUSAND (\$13,000) DOLLARS) is multiplied by the number of individual donors. For purposes of this Paragraph 3 of this Subarticle (a) of this Article, the spouse of each donor shall be deemed to be a donor. A Specified Individual's Contribution Portion shall be that percentage of a contribution as shall be determined by dividing one hundred (100%) percent by the number of Specified Individuals living on the date of such contribution. If, during any taxable year of the

trust in which there shall be one or more contributions made to the principal of the trust, any Specified Individual shall not have attained the age of majority, then, during any such taxable year, prior to the attainment of the age of majority by such Specified Individual, such Specified Individual's right to receive such percentage may be exercised by the written request of the "Designated Surrogate", hereinafter named, on such Specified Individual's behalf, to the Trustees. Payment of the amount requested by each of the Specified Individuals (or his or her Designated Surrogate) shall be made to or for the benefit of such Specified Individual within thirty (30) days after receipt of such request by the Trustees. Except as provided in Paragraph 5 of this Subarticle (a) of this Article FIRST, this provision shall be noncumulative, so that if the Specified Individual (or his or her Designated Surrogate) shall not exercise the right to invade principal herein given to him or her prior to the close of any taxable year, or shall only exercise such right in part, all of such Specified Individual's right to receive payment with respect to said taxable year shall terminate and expire.

Any individual making an addition to the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall have the right, by an irrevocable instrument filed with the Trustees at the time of the addition, with respect to any power of withdrawal that would otherwise be created (i) to exclude any Specified Individual from exercising the power or (ii) to increase or decrease the amount subject to the power, except that the amount subject to all powers shall not exceed the amount of the addition.

For purposes hereof, if a Specified Individual shall be a minor grandchild of the Grantors, then the Designated Surrogate for such Specified Individual shall be the natural guardian (excluding the Grantors, or either of them) of such Specified Individual, or if such minor grandchild shall have no natural guardian (excluding the Grantors, or either of them) then living, then the Designated Surrogate for such Specified Individual shall be the Grantors' friend, STEVEN MOSKOWITZ, in a non-fiduciary capacity, if and for so long as he shall be living and able to act. If the Grantors' said friend shall cease to act for any reason whatsoever, then the Grantors' friend, HOWARD BERG, shall act as the Designated Surrogate for such Specified Individual, in a non-fiduciary capacity.

4. For the purposes of Paragraph 3 of this Subarticle (a) of this Article FIRST, contributions shall be deemed to include any and all

contributions made to the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST whether the same shall be made directly or indirectly by the Grantors, or either of them, and/or any other person or entity, and whether the same shall be actual or constructive, but shall be deemed to exclude any and all contributions from any trust, the transfer from which shall not be a gift for gift tax purposes, and any and all contributions as a result of the death of any individual, including, but not limited to, contributions from any trust created as a result of the death of any such individual.

5. Notwithstanding the preceding provisions of this Article, one or more powers of withdrawal held by the Specified Individual shall terminate in any calendar year only to the extent of the greater of FIVE THOUSAND (\$5,000) DOLLARS or FIVE (5%) PERCENT of the value of the trust property subject to the power or powers, which shall include property added to the trust after the creation of a particular power or powers. The termination or partial termination of a power in each taxable year shall occur on the last day of such year and each power then in existence shall terminate pro rata based upon the aggregate amount subject to all powers held by such Specified Individual. Notwithstanding anything contained to the contrary, if there shall have been a contribution made to the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST after November 30th of a taxable year, a power of withdrawal held by a Specified Individual for such contribution shall not terminate, in whole or in part, pursuant to this Paragraph until the end of the following taxable year. Notwithstanding the foregoing, if a Specified Individual under this Agreement and one or more other trust agreements has powers of withdrawal that would otherwise terminate in whole or in part in the same calendar year, for purposes of taking such other terminations into account under this Agreement, the terminations under all such trust agreements shall be proportionate to the amount held under each such agreement at the end of the calendar year which is subject to the Specified Individual's power of withdrawal or other similar right. In the aggregate for a calendar year, the Specified Individual's powers of withdrawal under all such trust agreements including this Agreement shall be reduced by not more than the greater of FIVE THOUSAND (\$5,000) DOLLARS or FIVE (5%) PERCENT of the aggregate value of the assets out of which the exercise of the terminated powers could be satisfied under all such instruments. Such power and its termination as provided herein shall survive the death of the second to die of the

Grantors. For purposes of this Agreement, the amount over which such Specified Individual holds any power of withdrawal at any point in time as a result of the operation of this Paragraph 5 of this Subarticle (a) of this Article is referred to as the "Withdrawal Amount".

6. If a Specified Individual holding a Withdrawal Amount (or the Designated Surrogate of such Specified Individual) submits a written request for the payment of all or a portion of his or her Withdrawal Amount, then within sixty (60) days after receipt of such written request, the Trustees shall pay over and distribute an amount of property equal to the portion or all of the Withdrawal Amount requested by such Specified Individual (or his or her Designated Surrogate) to or for the benefit of such Specified Individual.

7. If a Specified Individual shall predecease the death of the second to die of the Grantors, and if he or she shall hold a Withdrawal Amount, then an amount of property equal to his or her Withdrawal Amount shall be paid to the legal representatives of such Specified Individual's estate.

(b) Upon the death of the second to die of the Grantors, the then remaining principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall be held in trust for the benefit of the Grantors' son, JONATHAN BENRIMON, if he shall survive the death of the second to die of the Grantors, as hereinafter provided in Subarticle (c) of this Article; and if the Grantors' said son shall not survive the death of the second to die of the Grantors, the then remaining principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall be paid over and distributed to the then living issue of the Grantors' said son, per stirpes; and in default of such issue of the Grantors' said son, then the same shall be paid over and distributed to such other then living issue of the Grantors, per stirpes; PROVIDED, HOWEVER, if any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall accrue hereunder to the Grantors' daughter, STEPHANIE BENRIMON RICH, a child of the Grantors' said daughter, or a grandchild of the Grantors' said daughter, then such property shall not be paid over and distributed to such beneficiary but shall be paid over and distributed to the Trustees of the Stephanie Benrimon Rich 2012 Irrevocable Trust dated the same date as this Agreement, by and among ROBERT BENRIMON and SHEILA BENRIMON, as Grantors, and STEVEN MOSKOWITZ and HOWARD BERG, as Trustees (hereinafter referred to as the

"Stephanie Benrimon Rich 2012 Irrevocable Trust"), to be held, managed, administered and distributed as part of such trust; and PROVIDED, FURTHER, HOWEVER, if any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall accrue hereunder to the Grantors' daughter, MICHELLE A. BENRIMON, a child of the Grantors' said daughter, or a grandchild of the Grantors' said daughter, then such property shall not be paid over and distributed to such beneficiary but shall be paid over and distributed to the Trustees of the Michelle A. Benrimon 2012 Irrevocable Trust dated the same date as this Agreement, by and among ROBERT BENRIMON and SHEILA BENRIMON, as Grantors, and STEVEN MOSKOWITZ and HOWARD BERG, as Trustees (hereinafter referred to as the "Michelle A. Benrimon 2012 Irrevocable Trust"), to be held, managed, administered and distributed as part of such trust; and PROVIDED, FURTHER, HOWEVER, if any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall accrue hereunder to a grandchild or great-grandchild of the Grantors who shall be a descendant of the Grantors' son, JONATHAN BENRIMON, then said portion shall not be paid over and distributed to such grandchild or great-grandchild but shall be held in trust for the benefit of such grandchild or great-grandchild as hereinafter provided in Article SECOND hereof.

(c) All property passing pursuant to this Subarticle (c) of this Article shall continue to be held in trust for the benefit of the Grantors' son, JONATHAN BENRIMON, as hereinafter provided:

1. Until the death of the Grantors' son, JONATHAN BENRIMON, the Trustees shall pay to the Grantors' said son the entire net income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST at convenient intervals, but not less often than quarter-annually.

2. In addition to the aforementioned payments of net income which shall be made to the Grantors' son, JONATHAN BENRIMON, the Trustees of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST (subject to Subarticle (b) of Article SIXTEENTH hereof), at any time or times that they deem it advisable, may pay or apply to or for the benefit of the Grantors' said son and/or his issue, such sum or sums out of the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST (including the whole thereof), as the Trustees, in their sole and nonreviewable discretion, shall deem advisable to provide for the care,

maintenance, support and education (including, but not limited to, elementary, secondary, undergraduate, graduate and postgraduate education) of the Grantors' said son and/or his issue, as well as for any expenses incurred by or for him, them or any of them, because of any illness, operation, physical or mental infirmity, emergency, or for such other purposes, irrespective of cause or need, as the Trustees, in their sole and nonreviewable discretion, shall deem to be in the best interests of the Grantors' said son and/or his issue. In the exercise of such nonreviewable discretion, the Trustees may pay or apply net income and/or principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST to or for the benefit of the Grantors' said son and/or his issue and/or to any trust created for the benefit of any one or more of the Grantors' said son and/or his issue as aforesaid, equally or unequally, or to or for the benefit of any one or more of them (and/or to a trust as aforesaid for the benefit of any one or more of them) to the exclusion of others. Notwithstanding the foregoing, the Trustees shall retain an amount at least equal to the sum of all Withdrawal Amounts held by the Specified Individuals.

3. In exercising the discretion granted to the Trustees to distribute net income and/or principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST pursuant to the immediately preceding Paragraph, the Trustees should keep in mind the fact that this trust may have been set up so as not to give rise to the payment of a generation skipping transfer tax on the death of the Grantors' said son or the distribution of net income and/or principal to the issue of Grantors' said son. In the event there should be any requests for net income and/or principal invasion from the Grantors' said son or a descendant of the Grantors' said son pursuant to the immediately preceding Paragraph, the Trustees should encourage such beneficiary to seek other sources for such funds; however, after providing such encouragement and considering the alternative sources for such funds available to such beneficiary, such net income and/or principal distribution may, if the Trustees deem it advisable, be made.

4. If a Specified Individual holding a Withdrawal Amount (or the Designated Surrogate for such Specified Individual) submits a written request for the payment of all or a portion of his or her Withdrawal Amount, then within sixty (60) days after receipt of such written request, the Trustees shall pay over and distribute an amount of property equal to the portion or all of the Withdrawal Amount requested by such Specified Individual (or his or her Designated Surrogate) to or for the benefit of such Specified Individual.

5. If a Specified Individual shall survive the death of the second to die of the Grantors but shall predecease the Grantors' son, JONATHAN BENRIMON, and if he or she shall on the date of his or her death hold a Withdrawal Amount, then an amount of property equal to his or her Withdrawal Amount shall be paid to the legal representatives of such Specified Individual's estate.

6. Upon the death of the Grantors' son, JONATHAN BENRIMON:

A. If the Grantors' son, JONATHAN BENRIMON, as a Specified Individual shall hold a Withdrawal Amount, then out of the principal of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST an amount equal to his Withdrawal Amount shall be paid over and distributed to the legal representatives of the Grantors' said son's estate.

B. The Trustees shall transfer and set over the then remaining principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST in excess of the Withdrawal Amount, if any, held by the Grantors' son, JONATHAN BENRIMON, at the time of his death to or for the benefit of such of the Grantors' issue (other than the Grantors' said son, his estate, his creditors or the creditors of his estate) and/or such Qualifying Organizations, as such term is hereinafter defined, in such portions or amounts, and upon such estates whether in trust or otherwise, as the Grantors' said son may, by his Last Will and Testament, appoint to receive the same; PROVIDED, HOWEVER, that the Grantors' said son shall not be deemed to have exercised such power of appointment unless he specifically refers thereto in his Last Will and Testament; and PROVIDED, FURTHER, HOWEVER, that the foregoing power to appoint principal shall be exercisable only to the extent that such exercise would not cause the principal of his trust to be less than an amount equal to the sum of all Withdrawal Amounts held by Specified Individuals at the time of such exercise.

For purposes of this Trust Agreement, a Qualifying Organization or Qualifying Organizations shall be an organization or organizations contributions to which shall qualify as a deduction (1) from the value of a decedent's gross estate for the purposes of Section 2055 of the Code, (2) to an individual or corporation for the purposes of computing taxable income for the purposes of Section 170(c) of the Code and (3) to a citizen or resident or nonresident not a citizen of the United States for computing taxable gifts for the purposes of Section 2522(a) or (b), respectively, of the Code.

C. Any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST remaining at the date of the death of the Grantors' son, JONATHAN BENRIMON, which he shall not have validly appointed by his Last Will and Testament as above provided, shall be paid over and distributed to the then living issue of the Grantors' said son, per stirpes; and in default of such issue of the Grantors' said son, then the same shall be paid over and distributed to such other then living issue of the Grantors, per stirpes; PROVIDED, HOWEVER, if any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall accrue hereunder to the Grantors' daughter, STEPHANIE BENRIMON RICH, a child of the Grantors' said daughter, or a grandchild of the Grantors' said daughter, then such property shall not be paid over and distributed to such beneficiary but shall be paid over and distributed to the Trustees of the Stephanie Benrimon Rich 2012 Irrevocable Trust, to be held, managed, administered and distributed as part of such trust; and PROVIDED, FURTHER, HOWEVER, if any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall accrue hereunder to the Grantors' daughter, MICHELLE A. BENRIMON, a child of the Grantors' said daughter, or a grandchild of the Grantors' said daughter, then such property shall not be paid over and distributed to such beneficiary but shall be paid over and distributed to the Trustees of the Michelle A. Benrimon 2012 Irrevocable Trust, to be held, managed, administered and distributed as part of such trust; and PROVIDED, FURTHER, HOWEVER, if any portion of the principal and undistributed income of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST shall accrue hereunder to a grandchild or great-grandchild of the Grantors who shall be a descendant of the Grantors' son, JONATHAN BENRIMON, then said portion shall not be paid over and distributed to such grandchild or great-grandchild but shall be held in trust for the benefit of such grandchild or great-grandchild as hereinafter provided in Article SECOND hereof.

SECOND: Each trust established under this Article shall be named the "(DESCENDANT'S NAME) FUND". The Trustees shall hold all property received by them for the benefit of a grandchild or great-grandchild of the Grantors (hereinafter sometimes referred to as the "descendant") and which is to be administered pursuant to this Article as a separate trust fund in trust for the benefit of each such descendant (or if a trust shall have already been established for such

descendant, shall add all of such property to said trust, to be held, managed, administered and distributed as part thereof), shall manage, administer, invest and reinvest the principal of each such trust, shall collect and receive the income thereof and shall apply, pay over and distribute the income and principal thereof as hereinafter provided:

(a) Until the death of the descendant of the Grantors for whose benefit a trust shall have been established under this Article, the Trustees (subject to Subarticle (b) of Article SIXTEENTH hereof), at any time or times that they deem it advisable, may apply for the benefit of such descendant, or pay over to him or her, so much, all or none of the net income and/or such sum or sums out of the principal of such descendant's trust (including the whole thereof), as the Trustees, in their sole and nonreviewable discretion, shall deem advisable to provide for the care, maintenance, support and education (including, but not limited to, elementary, secondary, undergraduate, graduate and postgraduate education) of such descendant, as well as for any expenses incurred by or for him or her because of any illness, operation, infirmity, emergency, or for such other purposes, irrespective of cause or need, as the Trustees, in their sole and nonreviewable discretion, shall deem to be in the best interest of such descendant. Any net income not so paid or applied during any accounting year of the trust shall be accumulated and, at the end of such year, shall be added to and in all respects shall be treated as principal.

(b) In exercising the discretion granted to the Trustees to distribute net income and/or principal of the trust established hereunder for the benefit of a descendant of the Grantors pursuant to the immediately preceding Subarticle, the Trustees should keep in mind the fact that this trust may have been set up so as not to give rise to the payment of a generation skipping transfer tax on the death of such descendant or the distributions of net income and/or principal to such descendant. In the event there should be any requests for net income and/or principal invasion from such descendant pursuant to the immediately preceding Subarticle, the Trustees should encourage such descendant to seek other sources for such funds; however, after providing such encouragement and considering the alternative sources for such funds available to such descendant, such net income and/or principal distribution may, if the Trustees deem it advisable, be made.

(c) If the descendant for whose benefit a trust shall have been established hereunder shall be a Specified Individual holding a Withdrawal Amount, and such descendant (or his or her Designated Surrogate) shall submit a written

request for the payment of all or a portion of his or her Withdrawal Amount, then within sixty (60) days after receipt of such written request, the Trustees shall pay over and distribute an amount of property equal to the portion or all of the Withdrawal Amount requested by such descendant who is a Specified Individual (or his or her Designated Surrogate) to or for the benefit of such descendant.

(d) Upon the death of the descendant of the Grantors for whose benefit a trust shall have been established hereunder:

1. If such descendant as a Specified Individual shall hold a Withdrawal Amount, then out of the principal of such deceased descendant's trust an amount equal to such deceased descendant's Withdrawal Amount shall be paid over and distributed to the legal representatives of such deceased descendant's estate.

2. The Trustees shall transfer and set over the then remaining principal and undistributed income of such descendant's trust in excess of the Withdrawal Amount, if any, held by such descendant at the time of his or her death to or for the benefit of such of the Grantors' issue (other than such descendant, his or her estate, his or her creditors or the creditors of his or her estate) and/or such Qualifying Organizations, as such term is hereinbefore defined, in such portions or amounts, and upon such estates, whether in trust or otherwise, as such descendant may, by his or her Last Will and Testament, appoint to receive the same; PROVIDED, HOWEVER, that such descendant shall not be deemed to have exercised such power of appointment unless he or she specifically refers thereto in his or her Last Will and Testament.

3. Any portion of the principal and undistributed income of the trust established under this Article for the benefit of a descendant of the Grantors remaining at the date of his or her death which he or she shall not have validly appointed by his or her Last Will and Testament as above provided, shall be paid over and distributed to the then living issue of such descendant, per stirpes; and in default of such issue of such descendant, then the same shall be paid over and distributed to such other then living issue of such deceased descendant's ancestor of the closest degree of kinship to such descendant, who shall have issue then living and who shall have been a descendant of the Grantors, per stirpes; and in default of such issue of such deceased descendant's ancestor of the closest degree of kinship to such descendant, then the same shall be paid over and distributed to such other then living issue of the Grantors, per stirpes; PROVIDED, HOWEVER, if any portion of the

principal and undistributed income of such deceased descendant's trust shall accrue hereunder to the Grantors' daughter, STEPHANIE BENRIMON RICH, a child of the Grantors' said daughter, or a grandchild of the Grantors' said daughter, then such property shall not be paid over and distributed to such beneficiary but shall be paid over and distributed to the Trustees of the Stephanie Benrimon Rich 2012 Irrevocable Trust, to be held, managed, administered and distributed as part of such trust; and PROVIDED, FURTHER, HOWEVER, if any portion of the principal and undistributed income of such deceased descendant's trust shall accrue hereunder to the Grantors' daughter, MICHELLE A. BENRIMON, a child of the Grantors' said daughter, or a grandchild of the Grantors' said daughter, then such property shall not be paid over and distributed to such beneficiary but shall be paid over and distributed to the Trustees of the Michelle A. Benrimon 2012 Irrevocable Trust, to be held, managed, administered and distributed as part of such trust; and PROVIDED, FURTHER, HOWEVER, if any portion of the principal and undistributed income of such deceased descendant's trust shall accrue hereunder to a grandchild or great-grandchild of the Grantors who shall be a descendant of the Grantors' son, JONATHAN BENRIMON, then said portion shall not be paid over and distributed to such grandchild or great-grandchild but shall be held in trust for the benefit of such grandchild or great-grandchild as hereinbefore provided in this Article.

THIRD: Notwithstanding anything hereinbefore contained, in the event there shall be no issue of the Grantors living upon the death of the second to die of the Grantors, or in the event there shall be issue of the Grantors then living but subsequently there shall be a total failure of the Grantors' issue, then, and in either event, any and all trusts created hereunder shall terminate and all property passing under this Trust Agreement which shall not be effectively disposed of as hereinbefore provided, shall be paid over and distributed as follows:

(a) FIFTY (50%) PERCENT thereof shall be divided into so many equal shares so there is one equal share for each then living sibling of the Grantor, ROBERT BENRIMON, one equal share for each deceased sibling of such Grantor, who shall have then living issue, one equal share for each then living sibling of the Grantor, SHEILA BENRIMON, and one equal share for each deceased sibling of such Grantor, who shall have then living issue; and one of such equal shares shall be paid over and distributed to each then living sibling of the Grantor, ROBERT BENRIMON, one of such equal shares shall be paid over and distributed to the then

living issue of each deceased sibling of such Grantor, per stripes, one of such equal shares shall be paid over and distributed to each then living sibling of the Grantor, SHEILA BENRIMON, and one of such equal shares shall be paid over and distributed to the then living issue of each deceased sibling of such Grantor, per stripes.

If none of the siblings of the Grantor, ROBERT BENRIMON, their issue, the siblings of the Grantor, SHEILA BENRIMON, and their issue shall then be living, then said FIFTY (50%) PERCENT shall be paid over and distributed as hereinafter provided in Subarticle (b) of this Article.

(b) The balance of the property remaining, after the disposition hereinbefore provided in the preceding Subarticle (a) of this Article, shall be paid over and distributed, in equal shares, to the following entities which shall then be in existence and shall then be a Qualifying Organization, as such term is hereinbefore defined:

1. The FRIENDS OF ISRAEL DEFENSE FORCES, located at 350 Fifth Avenue, Suite 2011, New York, New York;
2. THE SEEING EYE, with an address of P.O. Box 375, Morristown, New Jersey;
3. The MEMORIAL SLOAN-KETTERING CANCER CENTER, located at 1275 York Avenue, New York, New York; and
4. CONGREGATION AHAWAS ACHIM B'NAI JACOB and DAVID, located at 700 Pleasant Valley Way, West Orange, New Jersey.

FOURTH: The Trustees, or any one or more of them, at any time and from time to time, may receive and accept from the Grantors, or either of them, and/or the personal representatives of either or both of the Grantors, and/or from any other person or persons, any additions to any trust fund created hereunder, in the form of cash, securities, or other property, real, personal or mixed. Any and all such additions shall be administered as part of said trust funds and subject to the terms and conditions of this trust agreement.

FIFTH: (a) Should any part of any trust created hereunder vest in absolute ownership in any minor, the Trustees of such trust are authorized, with respect to such part of the principal thereof, in their sole and nonreviewable discretion, in each such case: (1) to pay over and distribute such part to a custodian

for such minor designated under an applicable UNIFORM GIFTS TO MINORS ACT or UNIFORM TRANSFERS TO MINORS ACT, and the receipt by such custodian shall constitute a complete discharge of the Trustees' responsibility for the administration of such part; or (2) to hold, administer, invest and reinvest such part for such minor's benefit during his or her minority, and to pay or apply to or for the benefit of such minor, so much, all or none of the net income and principal of said part as the Trustees, in their sole and nonreviewable discretion, shall deem advisable to provide for the care, maintenance, support and education (including, but not limited to, elementary, secondary, undergraduate, graduate and postgraduate education) of such minor, as well as for any expenses incurred by or for him or her because of any illness, operation, infirmity, emergency, or for such other purposes, irrespective of cause or need, as the Trustees, in their sole and nonreviewable discretion, shall deem to be in the best interest of such minor, and to accumulate for the benefit of such minor any such income not so applied or paid. The authority granted to the Trustees hereunder shall be in addition to, and not in lieu of, any other alternative available to them with respect to the administration and distribution of such part of the principal of such trust, and it shall be construed as a power only and shall not operate to suspend the absolute ownership of such part, or of such accumulations of income, if any, of such minor, nor shall it prevent the absolute vesting thereof in such minor.

(b) Whenever, pursuant to any provisions of this agreement, the Trustees are authorized to pay or to apply any income or principal to or for the benefit of a minor, the Trustees may, in their sole and nonreviewable discretion, make such payment or application by expending the same directly for the benefit of such minor, or by paying the amount so to be paid or applied to the parent or legal guardian of such minor, or to the person with whom such minor may reside, or to a person standing in loco parentis to such minor, or to a custodian for such minor designated under an applicable UNIFORM GIFTS TO MINORS ACT or UNIFORM TRANSFERS TO MINORS ACT, or directly to such minor, or otherwise, as the Trustees may, from time to time, deem expedient, and the receipt by such minor or such other payee shall be a full acquittance to the Trustees to the extent of such payments.

(c) The Trustees, in their capacity hereunder, and any person or persons to whom the Trustees are authorized hereunder to pay over and distribute a part of the principal of any trust created hereunder, or to pay income for the benefit

of a minor, shall serve without bond; and they shall not be required to qualify as a guardian of any minor for whom property is held or income paid pursuant to the provisions of this Article.

SIXTH: In the administration of any trust created hereunder, the Trustees shall have the following powers, which in each and every instance may be exercisable by them at such times (if at all), in such manner, and in accordance with such criteria, as they, in their sole discretion, shall deem appropriate:

(a) To retain any investment and property, including but not limited to any interest in a limited liability company and/or partnership, which may be received by them for such length of time as to them may seem proper, without liability by reason of such retention. Specifically, to retain any asset used to originally fund the trust, without any obligation to diversify with regard to such assets.

(b) To make such investments and reinvestments of principal and accumulated income as they may consider proper, without limitation to what are known as legal or trust investments. Any such investments may be held in bearer form, or in the name of the Trustees, or any one or more of them, or in the name of a nominee or nominees.

(c) To retain cash or the proceeds from the sale of any assets until such time or times as they deem it appropriate to invest such funds.

(d) With respect to any securities forming part of any trust created hereunder: To exercise all voting rights, either in person or by proxy; to exercise conversion, subscription, option and similar rights; to enter or refuse to enter into any dissolution, liquidation, consolidation, recapitalization, reorganization, merger or other change in capital structure, and in connection therewith, to make exchanges of securities and to enter into agreements on such terms and conditions as they may deem advisable; and to enter into voting trusts and agreements with other stockholders, and other holders of securities, and the corporations which shall have issued such stock or securities, or any one or more of such persons, for such purposes and for such period of time (whether or not the same extends beyond the actual or probable duration of any trust created hereunder), and upon such terms and conditions as they shall deem advisable.

(e) To enter into any lease or leases, without application to any court, of any or all real or personal property held hereunder, for such period (whether

or not the same expires prior to or extends beyond the actual or probable duration of any trust created hereunder), and upon such terms and conditions as they shall deem advisable.

(f) To borrow money or property, either upon the security of any or all of the assets of any trust created hereunder, or without security or otherwise, upon such terms and conditions and for such purposes in connection with the administration of such trust as to them shall seem proper.

(g) To grant, bargain, sell, exchange, mortgage, grant options to buy, sell or lease, or otherwise dispose of any or all real or personal property, or both, at any time held hereunder, and/or any interest in any business which may come into their hands as part of any trust created hereunder, either at public or private sale, for cash or on credit, or partly for cash and partly on credit, for such period and upon such terms and conditions, in such manner and for such purposes, and either in whole or in part, as they may deem proper; and to make, execute, acknowledge and deliver good and sufficient instruments for that purpose: PROVIDED, HOWEVER, that in no event shall such sale or disposition be for less than an adequate consideration in money or moneys worth. No purchaser, upon any sale or other disposition, shall be bound to see to the application of the moneys or property arising therefrom or to inquire into the validity, expediency or propriety of any such sale or disposition.

(h) To maintain and insure all real and personal property, and to develop, repair, remodel, alter, build on, improve, rebuild or reconstruct any or all real property, either by building, constructing or erecting new buildings or by repairing, remodeling, altering, rebuilding or reconstructing existing buildings, for such purposes, to any and every extent, and in such manner as they may deem proper, and to borrow moneys in connection therewith upon the security of any such real property and/or of any or all other assets of any trust created hereunder.

(i) To foreclose any mortgage or mortgages, and to take title to the property or any part thereof affected by such mortgage, or, in their discretion, to accept a conveyance of any property in lieu of foreclosure, and to collect the rents and income therefrom, either through a receiver or directly and to protect such property against foreclosure under any mortgage that shall be a prior lien on said property, or to redeem from foreclosure under any such mortgages, as well as to protect such property against nonpayment of taxes, assessments or other liens.

(j) To adjust, compromise or arbitrate claims or demands of, or against, any trust created hereunder, whether such claims are due or shall become due in the future, including, without limitation, any overpayment or refund claim, or any deficiency, additional assessment or other liability, relating to any Federal, state, county, municipal or other tax, irrespective of the nature thereof.

(k) To join with any other person, persons, nominee or nominees in the incorporation of any and all corporations for such purposes, for such periods of time, and upon such terms and conditions respecting the organization, operation and maintenance thereof (including, not by way of limitation, the adoption of by-laws, rules and regulations) as they shall deem advisable, and to pay for the stock of any such corporation with any or all of the assets of any trust created hereunder, and to contribute to the capital of such corporation, or to lend to it, any or all of the assets of any trust created hereunder.

(l) To join with any other person, persons, nominee or nominees in any partnership, whether general or limited, or in any joint venture or other business association, for such purposes, for such period of time, and upon such terms and conditions, as they shall deem advisable, and to contribute to the capital of any such partnership, joint venture or other business association, or to lend to it any or all of the assets of any trust created hereunder.

(m) To grant options and execute option agreements with respect to the sale or lease of property held by them hereunder, without obligation to repudiate the same in favor of better offers.

(n) To assign one or more shares of the stock of any corporation which may at any time be held by them hereunder to themselves, or to any one or more of them, or to a nominee or nominees, for the purpose of qualifying such person to act as a director of the corporation, the stock of which is so assigned.

(o) To engage such attorneys, clerks, employees, agents, accountants, brokers, investment counsel, officers, architects, contractors, subcontractors, surveyors and such other individuals, firms or corporations, as they shall deem necessary or helpful in connection with the administration of any trust created hereunder, at such wages, fees, compensation, remuneration, commission rates, prices, consideration or otherwise, and upon such terms and conditions, as they shall deem proper, including, without limitation, the right to deposit with them any property of any trust created hereunder, and to delegate to any of them discretionary

and other powers and authority. Such compensation shall in no event be deducted from any commissions or other compensation payable to the Trustees.

(p) In any case where the applicable law is unclear or uncertain, to allocate to income or to principal, or to apportion between income and principal, receipts, disbursements, depletion and depreciation in such manner as they shall deem proper.

(q) To execute and deliver all documents, contracts and instruments necessary or advisable in connection with the administration of any trust created hereunder.

(r) To make and retain joint investments and investments of undivided interests in any property, real or personal, whether or not all the property held hereunder, and whether or not the provisions under which such other property is held are similar, and to administer, or to permit to be administered, all or any part of such property in one or more consolidated funds in which the same shall have joint or undivided interests without any physical division of the investments, or to hold and administer any property in a common trust fund administered by any acting corporate trustee.

(s) To purchase any improved or unimproved real property, at public or private sale, for cash or on credit, or partly for cash and partly on credit, and/or subject to an existing mortgage or mortgages, for such purposes and upon such terms and conditions as they shall deem advisable.

(t) To make any loans, in such amounts, upon such terms, and to such persons (other than the Grantors, or either of them), firms or corporations, as may be deemed advisable.

(u) To continue to hold and administer the interest in any business of which the Grantors, or either of them, may be the owner, whether such ownership be as an individual, partner, joint venturer, or stockholder, or otherwise, or to engage in and operate any business, for such purposes, in such manner, and for such period of time, as they shall deem proper, and to apply to the conduct of any such business any or all of the assets of any trust created hereunder.

(v) To dissolve or to participate in the dissolution of any partnership in which the Grantors, or either of them, shall have an interest or in which the Trustees, in the administration of any trust created hereunder, shall hold an interest, or of which they shall become a member, whether such dissolution be by

agreement, operation of law, or by the judgment of any court, and to enter into any agreements with respect thereto, upon such terms and conditions as they shall deem proper.

(w) To purchase as an investment for the trust created hereunder, from the legal representatives of either of the estates of the Grantors, any stock, securities or other property, real, personal or mixed, constituting part of his or her estate, or constituting part of any trusts created by the Grantors, or either of them, pursuant to deed or Will, for such amount or amounts, and upon such terms and conditions as the Trustees, in their sole and absolute discretion, shall deem appropriate. In granting this power to the Trustees, it is the intention of the Grantors that any purchase of assets as aforesaid shall be for a fair and reasonable price and that the terms and conditions of such purchase shall likewise be fair and reasonable.

The term "legal representatives", as used in this Subarticle, shall be deemed to include the executors and/or administrators of the estates of the Grantors, or either of them, and the Trustees of any trust created by the Grantors, or either of them, by deed or Will, and such other similar personal representatives of either or both of the Grantors.

(x) To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes to maintain and operate margin accounts with brokers, and to pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

(y) To grant, purchase, sell or receive calls, puts, collars, futures, commodities, and options, including uncovered writing and those options utilizing spreads, and straddles.

(z) To buy, sell, and trade in interests in investment funds, limited partnerships, managed accounts, mutual funds (including those for which any corporate fiduciary or any affiliate of any corporate fiduciary acts as an investment advisor, custodian, transfer agent or in any other capacity and receives compensation for such services), or any Common Trust or Collective Investment Fund, without restriction by reason of any law pertaining to investments of fiduciaries.

SEVENTH: In the administration of any trust created hereunder, the Grantors direct that:

(a) In any case in which the Trustees are required to divide any trust created hereunder, or any portion thereof, into parts or shares, and/or are required to distribute the same, or any portion thereof, or any part or share into which the same shall have been divided, either to a single distributee, or to two (2) or more distributees, the Trustees, in their sole discretion, may make such partition, division or distribution wholly in kind or in money, or partly in kind or in money, and may distribute different property interests having varying income tax bases to the several distributees, and the choice and relative value of the property or money so distributed, partitioned or divided shall, in the absence of fraud or bad faith, be binding and conclusive on everyone interested therein, and they shall in no event be accountable for any error of judgment or discretion in exercising the power and authority herein conferred.

(b) Any individual Trustee acting hereunder shall not be accountable for any loss which may occur to any trust herein created as a result of the exercise of, or the refusal to exercise, any of the powers or discretions vested in the Trustee unless such losses shall result from bad faith or fraud on the part of such Trustee.

(c) No loss whatever resulting to any trust created hereunder, through the ownership or operation of any business by the Trustee, or as a result of the building, construction or erection by them of any building, improvements or structures, whether the same be carried on by a corporation, partnership, sole proprietorship, or otherwise, shall be chargeable against any individual Trustee personally.

(d) In each and every instance where the Trustees have the discretion to pay all or any part of the income and/or principal of any trust created hereunder to any beneficiary, or to apply the same for his or her benefit, the Trustees may take into consideration, but shall not be required to do so, any other income or property which may be available to such beneficiary, including the support which a spouse or parent does provide, or is obligated to provide.

(e) All the powers granted herein to the Trustees are in addition to the powers granted to them by operation of law.

(f) The Trustees may consult with counsel and shall be fully protected in any course of conduct taken in good faith in accordance with the advice of counsel.

(g) The Trustees may exercise all of the power and authority conferred upon them herein with respect to all property held under a power in trust.

(h) No Trustee shall be disqualified from acting hereunder or from exercising any power granted herein because he or she may hold an interest in property in which any trust created hereunder shall also hold an interest, or be a creditor of any such trust, or be an employee or agent of, or the holder of an interest in, any business, sole proprietorship, partnership, joint venture, association, corporation, or otherwise in which any trust created hereunder may hold an interest, or by reason of the fact that he or she may also be serving as an executor of either or both of the estates of the Grantors, or the Trustee of any trust established under the Wills of either or both of the Grantors, or as a Trustee of any trust established by the Grantors, or either of them, during their lifetimes.

The Trustees, or any of them, may be employed and/or engaged, in any capacity, or render services to any trust created hereunder, and/or may be employed and/or engaged by any corporation, partnership, joint venture, association, sole proprietorship or other entity in which any such trust may have an interest, and they, or any of them, shall be entitled to receive and to retain (in addition to their remuneration for services as a Trustee hereunder) such compensation, perquisites and reimbursements of expenses in connection with such services, payable in such manner, and upon such terms and conditions, as they, in their discretion, shall deem proper.

The Trustees, or any of them, are further authorized, notwithstanding any provision of law to the contrary, in acting on behalf of any trust created hereunder, or on behalf of any corporation, trust, partnership, joint venture, association, sole proprietorship, or other entity in which any trust created hereunder shall have an interest, to deal and have transactions of every kind or nature, either with themselves, or any of them, or with any corporation, estate, trust, partnership, joint venture, association, sole proprietorship, or other entity in which they or any of them may have an interest, either personally or as a fiduciary, and either directly or indirectly, upon such terms and conditions as they, in their discretion, shall deem advisable, including, if appropriate, provision for a reasonable profit from such transactions, and any and all such transactions or dealings shall be proper and valid if made in good faith, and shall be fully binding upon any trust created hereunder, notwithstanding any such interest on their part, and under no circumstances shall

there arise any presumption of fraud or other impropriety on the part of the Trustees, or any of them, in relation to any such transactions or dealings.

(i) If any individual Trustee acting hereunder shall become "incapacitated", as that term is defined in the immediately succeeding Subarticle of this Article, he or she shall immediately cease to be a Trustee hereunder and such Trustee shall be treated as if he or she had resigned on the date that such Trustee shall have become incapacitated.

(j) An individual Trustee acting hereunder shall be deemed to be "incapacitated" at such time as there shall be:

1. A currently applicable court order holding such individual to be legally incapacitated to act in his or her own behalf or appointing a conservator or guardian to act for such Trustee; or

2. Duly executed, witnessed, and acknowledged written certificates of two (2) doctors of medicine who are licensed to practice medicine in any state of the United States (which such certificates are in the possession of any other Trustee acting hereunder, or if no other Trustee is then acting, in the possession of any successor Trustee to such individual designated under, or pursuant to, the provisions of this agreement, or if none, in the possession of one or more persons to whom, or for whose benefit the income of any trust created hereunder is then to be paid or applied, or in the discretion of the Trustees, may be so paid or applied), each such certificate stating that such doctor has examined such individual and has concluded that such individual was, at the date thereof, incapacitated, either physically or mentally, such that he or she was unable to manage his or her affairs with judgment and reason; PROVIDED, HOWEVER, if, within thirty (30) days of a written request, a Trustee (i) refuses or fails to submit to medical examinations by at least two (2) doctors (as required for a determination under this Paragraph of this Subarticle); or (ii) refuses or fails to authorize the examining doctors to disclose personal medical information (and provide the medical certifications) as contemplated by this Paragraph of this Subarticle, then such Trustee shall be deemed incapacitated until such time as such person is able and willing to submit to such medical examinations and to authorize such personal, medical disclosures.

EIGHTH: The Trustees hereby expressly undertake and assume any trust hereby created and agree to carry out the provisions of this agreement. Any

successor Trustee shall qualify by executing an instrument in writing, duly acknowledged, by which he, she or it expressly agrees to assume any trust created hereunder and to carry out the provisions hereof.

NINTH: The interest of any beneficiary under the trust, either in income or in principal, or in both, shall not be subject to sale, assignment, pledge or transfer in any manner, and such interest shall not be liable or subject in any manner while in the possession of the Trustees for the debts, contracts, obligations, liabilities, engagements, undertakings or torts of any such beneficiary. No beneficiary shall have the power in any manner to anticipate, charge or encumber his or her interest, either in income or in principal, or in both.

TENTH: (a) Whenever in this agreement the word "Trustee" or "Trustees" is used, it shall be construed to include the initial Trustees, any co-Trustee or co-Trustees herein or hereafter designated, and his, her or their successors or successor in office, and all reference to such Trustee or Trustees shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

(b) Wherever in this agreement the word "Code" is used, it shall be construed to mean the Internal Revenue Code of 1986, as the same may be amended from time to time, and wherever a particular Section or Chapter of the Code is named, such reference shall be deemed to mean the corresponding provisions of any subsequent Federal tax law.

(c) Wherever the words "trust" or "trust created hereunder" are used in this agreement, they shall be deemed to refer to all trusts created or authorized to be created pursuant to the discretionary powers granted to the Trustees hereunder.

(d) All references made and all nouns and pronouns used herein shall be construed in the singular or plural and in such gender as the sense and circumstances require.

(e) As used herein this trust instrument, the term "per stirpes" with reference to the issue of any individual shall mean that the stocks begin with the children of such individual and that no distribution at any generational level shall be per capita.

ELEVENTH: (a) For all purposes under this agreement, whether for the determination of relationships or otherwise, a child who shall be adopted prior to the attainment of the age of majority shall be considered to have, and shall be accorded, exactly the same status as a child born to the adopting parent in lawful wedlock.

(b) Except as provided in Subarticle (a) of this Article, for all purposes under this agreement, whether for the determination of relationships or otherwise, a child who is born out of wedlock and whose natural parents do not thereafter marry as of the date any property hereunder would otherwise devolve to such child, and all issue of such child, shall not be considered to have, and shall not be accorded, any rights hereunder, unless such child has been specifically named as a beneficiary in this agreement; PROVIDED, HOWEVER, that a child who shall be issue of the Grantors and who, for any reason whatsoever, is not considered to have any rights hereunder pursuant to this Subarticle (b), shall nevertheless be deemed for all purposes to have all such rights, so long as such child's parent who shall be the Grantors or a descendant of the Grantors either (i) personally made a home for such child or (ii) acknowledges such child as his or her own and maintains a "relationship" with such child. A "relationship" shall be defined as regular and continuous visitation and provision of support. The determination as to whether such relationship exists shall be made by the Trustees and their determination shall be conclusive on all parties involved.

TWELFTH: This trust instrument and any trust created hereunder shall be governed by the law of the State of New Jersey; PROVIDED, HOWEVER, the Trustees may at any time or from time to time in their sole and nonreviewable discretion remove (or decline to remove) all or part of the assets of any trust created hereunder or the situs of administration of any such trust from one jurisdiction to another jurisdiction and elect that the substantive laws of such other jurisdiction shall thereafter govern, and that the courts of such other jurisdiction shall have the power to effectuate the purpose of such trust. This power of removal shall be a continuing power which may be exercised any number of times and shall be conclusive and binding on all persons interested or claiming to be interested in any trust created hereunder.

THIRTEENTH: This agreement may not be altered, amended, revoked or terminated in any respect whatsoever by anyone. In no event shall any part of the principal of any trust created hereunder revert to the Grantors, or either of them; and in no event shall the Grantors, or either of them, ever act as Trustee hereunder.

FOURTEENTH: No bond or other security shall be required of the Trustees in any jurisdiction in which they may be called upon to act.

FIFTEENTH: (a) Any Trustee may resign as a Trustee hereunder without prior approval of any court, by delivering to the Grantors, or either of them, if living, or if not living, to each and every adult beneficiary hereunder, a written notice of such resignation.

(b) Any Trustee may disclaim any one or more of the powers, rights and/or authorities conferred upon him or her by any provision of this Trust Agreement or by law, without the prior approval of any court, by delivering to each co-Trustee thereof, if any are then acting, and if no co-Trustee is then acting, to each adult current beneficiary thereof and to a guardian or parent of each minor beneficiary thereof, a written notice of such disclaimer. If more than one Trustee is acting as a Trustee hereunder, the disclaimer of any powers, rights and/or authorities by one or more of the Trustees shall not affect the powers, rights and/or authorities conferred upon any other Trustee.

SIXTEENTH: (a) ROBERT BENRIMON may, during his lifetime, pursuant to a written instrument executed by him (which he may alter or supersede from time to time), acknowledged in the same manner as is then required to record deeds of real estate in the State of New Jersey, and served upon the then acting Trustees hereunder, and SHEILA BENRIMON, if she shall survive ROBERT BENRIMON, may, during her lifetime, pursuant to a written instrument executed by her (which she may alter or supersede from time to time), acknowledged, in the same manner as is then required to record deeds of real estate in the State of New Jersey, and served upon the then acting Trustees hereunder:

1. Designate one or more individuals (other than either of the Grantors) and/or corporate banking institutions (and may fix the order in which such individuals and/or corporate banking institutions shall act) as co-Trustee or

co-Trustees to act with any then acting Trustee hereunder and/or as successor Trustee or Trustees, to succeed any Trustee, in the event he or she shall cease to act as Trustee hereunder for any reason whatsoever;

2. Eliminate or change the order of succession of any successor Trustee or co-Trustee designated in this Article and/or hereafter designated pursuant to this Subarticle; and/or

3. Waive all or any part of the rights hereinabove in this Subarticle (a) described.

(b) Notwithstanding anything hereinbefore contained, no individual, in his or her capacity as a Trustee hereunder, shall take part in any decision relating to the discretionary distribution of the net income and/or principal of any trust fund to himself or herself or for his or her benefit or in satisfaction of his or her legal obligation to support any beneficiary of such trust and the provisions of N.J.S.A. §3B:11-4.1 shall not apply to this Trust Agreement. Furthermore, notwithstanding anything herein contained to the contrary, nothing herein contained shall authorize the use of trust income or principal to discharge any legal obligation of either of the Grantors hereunder, including an obligation to support or maintain any person.

(c) If any individual is acting as sole Trustee of any trust established hereunder for the benefit of such individual, irrespective of the cause thereof, she or he must designate, pursuant to an instrument in writing, acknowledged in the same manner as is then required to record deeds of real estate in the State of New Jersey, one or more individuals and/or a corporate banking institution to act as co-Trustee with her or him, it being the Grantors' intention that no individual shall ever act as sole Trustee of his or her own trust.

(d) If there is a deadlock between the then acting Trustees regarding any decision, the Grantors' friend, ROSLYN FEDER LIPSKY, shall commence serving as a Trustee hereunder, with any other then acting Trustees, for the sole purpose of breaking such deadlock.

(e) In the event the Grantors' friend, STEVEN MOSKOWITZ, or the Grantors' friend, HOWARD BERG, shall cease to act as a Trustee hereunder, irrespective of the cause thereof, the Grantors' friend, ROSLYN FEDER LIPSKY, shall commence serving as Trustee hereunder, with any other then acting Trustee.

(f) Subsequent to the death of the Grantors, any adult beneficiary of any trust created hereunder may remove any then acting Trustee; and such beneficiary shall exercise his or her right of removal, then he or she shall designate one or more individuals (other than an individual who is related or subordinate to, as such term is defined in Section 672(c) of the Code, the Grantors or such beneficiary) and/or banking institutions to act in such removed Trustee or Trustees' place. The exercise of such removal and designation of Trustee or Trustees shall be made pursuant to a written instrument executed by the adult beneficiary and acknowledged in the same manner as is then required to record deeds of real estate in the State of New Jersey and shall be served upon all of the Trustees then acting.

(g) If and for so long as there shall be two (2) or more Trustees acting hereunder, then any individual Trustee is authorized, at any time and from time to time, by revocable power of attorney in writing filed with all of the other Trustees then acting, to delegate to any one or more of his or her co-Trustees any duty or power of a ministerial nature. The revocation of any such delegation shall be in writing and delivered to all of the other Trustees then acting.

(h) When three (3) or more Trustees are acting, any decision of the Trustees shall be effective and shall be a binding action of the Trustees, if agreed to by a majority of the Trustees authorized to act with respect to such decision.

(i) Except as hereinabove provided in Subarticle (c) of this Article, subsequent to the death of the second to die of the Grantors, if there shall be a sole individual Trustee acting hereunder, then the last acting individual sole Trustee for whom no designated successor shall be available to act for any reason whatsoever may, pursuant to a written instrument executed by him or her during his or her lifetime (which he or she may alter or supersede from time to time), acknowledged in the same manner as is then required to record deeds of real estate in the State of New Jersey or by his or her Last Will and Testament duly admitted to probate, designate one or more individuals and/or corporate banking institutions (and may fix the order in which such individuals and/or corporate banking institutions shall serve) as co-Trustee or co-Trustees, to serve with such sole individual Trustee, and/or as successor Trustee or Trustees, to succeed such sole individual Trustee, in the event he or she shall cease to act as Trustee hereunder, for any reason whatsoever.

(j) During the lifetimes of the Grantors, no Trustee shall be entitled to receive any compensation for acting as a Trustee hereunder. Subsequent

to the second to die of the Grantors, a Trustee shall be entitled to receive compensation for acting as a Trustee hereunder in accordance with the statutory allowable commission; PROVIDED, HOWEVER, the failure of a Trustee to take a commission in any given year shall constitute a waiver thereof.

SEVENTEENTH: Each Grantor shall have the power at any time and from time to time during his or her lifetime, acting in a nonfiduciary capacity, without the approval or consent of any person, to reacquire the assets of any trust created hereunder by substituting property of an equivalent value. Such Grantor shall certify, in writing, to the Trustee that the assets exchanged are of equivalent value to the property for which such assets are being substituted. The Trustees shall exercise their fiduciary duty to ensure that such assets exchanged are of equivalent value to the property for which such assets are being substituted and that the beneficiaries of all trusts created hereunder are treated equitably. The Grantors direct that this power is not assignable, and any attempted assignment will make this power void. Each Grantor may at any time during his or her lifetime by a written instrument acknowledged in same manner required to record deeds of real estate in the State of New Jersey, delivered to the Trustees, release such power as to any one or more of the trusts created hereunder to which such power applies, such release to be irrevocable.

EIGHTEENTH: (a) The Grantors give the Trustees the power, in their sole and nonreviewable discretion, to divide property in any trust being held hereunder into two separate trusts representing fractional shares of the property being divided, one to have an inclusion ratio (as defined in Section 2642(a)(1) of the Code) of one (1) and the other to have an inclusion ratio of zero (0). If such a division is made, the two separate trusts shall have terms identical to the trust that has been divided, except as hereinafter specifically provided in the immediately succeeding Subarticle.

(b) Notwithstanding anything hereinbefore set forth with respect to a trust for any beneficiary hereunder, if any trust has been divided into two separate trusts pursuant to the immediately preceding Subarticle, in determining the amount of any discretionary principal distributions which may be made to any beneficiary from such trusts, the Trustees shall look to the total principal held in such

trusts for such beneficiary in determining the amount of any such permissible principal distribution, and the Grantors direct that, to the extent the Trustees, in their sole and nonreviewable discretion, deem it advisable, any payment of principal to such beneficiary shall be made from any separate trust for such beneficiary which is not exempt from the generation skipping transfer tax.

NINETEENTH: Notwithstanding anything hereinbefore contained, if, upon the death of the second to die of the Grantors, there is, or is to be, any principal held in trust created by either of the Grantors, by Will, or by either of the Grantors, by deed, for a beneficiary for whose benefit a trust fund is to be established under this Trust Agreement upon the death of the second to die of the Grantors, and if the terms of such beneficiary's trust thus established by either of the Grantors shall be substantially similar to the terms of such beneficiary's trust set forth in this Trust Agreement, and if the inclusion ratio (as defined in Section 2642(a)(1) of the Code) of such beneficiary's trust thus established by either of the Grantors shall be the same as such beneficiary's trust set forth in this Trust Agreement, then the Trustees may, in their sole and nonreviewable discretion, add the property to be held in trust for such beneficiary under this Trust Agreement to the principal of any such beneficiary's trust thus established, or to be established, by either of the Grantors, to be held, managed, administered, invested and reinvested, and together with the income thereon, to be applied or paid over by the Trustees of such other trust, or their successor or successors, in accordance with the applicable terms of such other trust as though said property were an integral part of said principal.

TWENTIETH: This Agreement may be executed in counterparts each of which will be deemed to be an original but all of which counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantors and Trustees have herunto set
their hands and seals the day and year first above written.

MARTELLO

MARTELLO

RES

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[Signature] (L.S.)
ROBERT BENRIMON, Grantor

[Signature] (L.S.)
SHEILA BENRIMON, Grantor

[Signature] (L.S.)
STEVEN MOSKOWITZ, Trustee

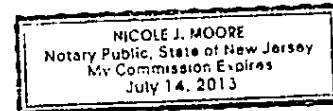
[Signature] (L.S.)
HOWARD BERG, Trustee

SCHEDULE A

STATE OF NEW JERSEY)
) SS.:
COUNTY OF Essex)

BE IT REMEMBERED, that on this 4th day of September, 2012,
before me, the subscriber, A NOTARY PUBLIC OF NJ , personally
appeared ROBERT BENRIMON, who, I am satisfied, is one of the Grantors mentioned
in the within instrument, to whom I first made known the contents thereof, and
thereupon he acknowledged that he signed, sealed and delivered the same as his
voluntary act and deed, for the uses and purposes therein expressed.

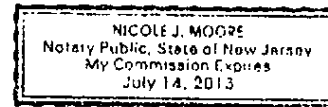
Nicole J. Moore



STATE OF NEW JERSEY)
) SS.:
COUNTY OF Essex)

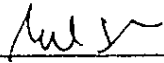
BE IT REMEMBERED, that on this 4th day of December, 2012
before me, the subscriber, A NOTARY PUBLIC OF NJ , personally
appeared SHEILA BENRIMON, who, I am satisfied, is one of the Grantors mentioned
in the within instrument, to whom I first made known the contents thereof, and
thereupon she acknowledged that she signed, sealed and delivered the same as her
voluntary act and deed, for the uses and purposes therein expressed.

Nicole J. Moore



STATE OF NEW JERSEY)
 : SS.:
COUNTY OF *ESSEX*)

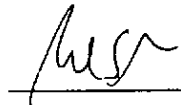
BE IT REMEMBERED, that on this *9th* day of *December*, 2012,
before me, the subscriber, *an Attorney-At-Law in N.J.* personally appeared
STEVEN MOSKOWITZ, who, I am satisfied, is one of the Trustees mentioned in the
within instrument, to whom I first made known the contents thereof, and thereupon he
acknowledged that he signed, sealed and delivered the same as his voluntary act and
deed, for the uses and purposes therein expressed.



RICHARD S. FINKELSTEIN
ATTORNEY AT LAW
STATE OF NEW JERSEY

STATE OF NEW JERSEY)
 : SS.:
COUNTY OF Essex)

BE IT REMEMBERED, that on this 10th day of December, 2012,
before me, the subscriber, an Attorney at Law personally appeared
HOWARD BERG, who, I am satisfied, is one of the Trustees mentioned in the within
instrument, to whom I first made known the contents thereof, and thereupon he
acknowledged that he signed, sealed and delivered the same as his voluntary act and
deed, for the uses and purposes therein expressed.



RICHARD S. FINKELSTEIN
ATTORNEY AT LAW
STATE OF NEW JERSEY

A G R E E M E N T

By and Among

ROBERT BENRIMON and
SHEILA BENRIMON,

Grantors,

-and-

STEVEN MOSKOWITZ and
HOWARD BERG,

Trustees.

DATED: December 4, 2012

BERKOWITZ, LICHTSTEIN, KURITSKY,
GIASULLO & GROSS, LLC
75 Livingston Avenue
Roseland, New Jersey 07068

TRUSTEE RESIGNATION

WHEREAS, the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST (the "Trust") was established pursuant to a trust agreement dated December 4, 2012 (the "Trust Agreement"), by and among, ROBERT BENRIMON and SHEILA BENRIMON, as Grantors (the "Grantors"), and STEVEN MOSKOWITZ and HOWARD BERG, as Trustees (the "Trustees"); and

WHEREAS, pursuant to Subarticle (a) of Article FIFTEENTH of the Trust Agreement, any Trustee may resign as a Trustee hereunder without prior approval of any court, by delivering to the Grantors, or either of them, if living, or if not living, to each and every adult beneficiary of the Trust, a written notice of such resignation; and

NOW, THEREFORE, the undersigned, STEVEN MOSKOWITZ, hereby resigns as Trustee of the Trust, and hereby renounces his designation as Trustee of any further trusts created under the Trust Agreement subsequent to the death of the Grantors.

IN WITNESS WHEREOF, the undersigned, STEVEN MOSKOWITZ, has hereunder set his hand and seal this 25th day of March, 2020.

Signed, Sealed and Delivered
In the Presence of:

Receipt Acknowledged By:

ROBERT BENRIMON

SHEILA BENRIMON

STEVEN MOSKOWITZ
(L.S.)

RELEASE

The undersigned, JONATHAN BENRIMON, in his capacity as the primary beneficiary of the JONATHAN BENRIMON 2012 IRREVOCABLE TRUST dated December 4, 2012 (the "Trust"), and on behalf of his minor children and unborn descendants, does hereby remise, release and forever discharge STEVEN MOSKOWITZ, as resigning Trustee of the Trust, from all liabilities, claims and demands whatsoever, in law or in equity, on account of any acts, transactions or omissions, with respect to the administration of the Trust for the period from the inception of the Trust to the effective date of the Trustee's resignation; and the undersigned does hereby further covenant and agree that she will not at any time request or demand any other or further accounting whether in or out of court, or in any jurisdiction, relating in any way to the assets of the Trust for the period of the Trustee's entire administration from the inception of the Trust to date, or any of the acts, transactions or proceedings of the Trustee in connection therewith.

WITNESS:

JONATHAN BENRIMON, in his
individual capacity, and on behalf of his
minor children and unborn descendants

2023 JUL 17 AM 11:16
STEVEN MOSKOWITZ
TRUSTEE