

**REVOCABLE FAMILY TRUST WITHOUT
MARITAL DEDUCTION**

**DECLARATION OF TRUST
OF**

THE [REDACTED] FAMILY TRUST

THIS DECLARATION made this [REDACTED] day of [REDACTED] 2014 by [REDACTED] the settlors, who hereby declare that the properties described in the attached Schedule A and any other properties hereafter transferred or made payable to the trust estate or the trustee, together with all accretions thereto and substitutes therefor, shall be used, administered, distributed and disposed of by the trustee as provided in this Declaration of Trust.

Section 1. Identification

1.01 SETTLORS. The settlors are husband and wife. The husband's name is [REDACTED]. All references in this instrument to the husband shall mean only him. The wife's name is [REDACTED]. All references in this instrument to the wife shall mean only her. All references in this instrument to the settlors shall mean only [REDACTED].

1.02 CHILDREN. The names of the settlors' children now living are: [REDACTED], [REDACTED] and [REDACTED]. All references in this instrument to the settlors' children shall mean these children and any other children subsequently born to or adopted by the settlors. Any reference in this instrument to the settlors' issue shall mean the settlors' children and their issue. The settlors have no deceased children as of the date of this instrument.

1.03 NAME OF TRUST. This Declaration of Trust and the trust created thereunder shall be known as THE [REDACTED] FAMILY TRUST.

1.04 BENEFICIARIES. The primary beneficiaries of this trust are the settlors' children and issue. One or both of the settlors may also be a beneficiary under this trust in the event of the death or disability of a settlor.

Section 2. Construction and Definition

The following rules and definitions shall apply in the construction of this instrument and in the administration of any trusts created thereunder:

2.01 Any reference to "child," "children," or "issue," shall be construed as including all persons who are descended from the person referred to under the intestacy laws of the state of New York, as those laws exist on the date of the settlor's death. An adopted child or issue shall be considered as descended from the person referred to only if such child or issue was adopted prior to age 18. A child in gestation who is later born alive shall be considered as a living child throughout the period of gestation. The term "issue" includes "child."

2.02 When an interest is given to the issue of a deceased person, distributions shall be made by representation whereunder the issue of the deceased person take and share equally the share of the estate that would have been taken by deceased person if he or she were alive.

2.03 Any reference to the trustee in whatever form refers to the person, persons, or institution then acting as the trustee under this instrument and includes the original trustees and any successor, replacement or additional trustee or trustees.

2.04 If any distributee or other beneficiary under this instrument dies within one day after the death of the deceased settlor or under circumstances where there is insufficient evidence in the judgment of the trustee to determine whether the person has died within one day after the death of the deceased settlor, the distributee or beneficiary shall be deemed to have failed to survive the deceased settlor.

2.05 All questions as to the validity and construction of this instrument shall be governed by the laws of the state of New York.

2.06 The term "estate and death taxes" shall mean all estate, inheritance, transfer, succession, or other taxes or duties payable by reason of a settlor's death, including interest and penalties thereon.

2.07 The term "education" shall include any course of study (1) at an accredited college or university granting graduate or undergraduate degrees, (2) at an institution for specialized, vocational, or professional training, (3) at an institution offering an accredited educational course, or (4) which may be useful in preparing an individual for a vocation.

Section 3. Purposes and Intentions

3.01 PURPOSE OF TRUST. The purpose of this trust is to (1) provide for the education, health, maintenance and support of the settlors' children in the event of the death of both settlors, (2) to provide for health, maintenance and support of the settlors in the event of the disability of one or both of the settlors, (3) to provide for the surviving spouse in the event of the death of one of the settlors, and (4) to provide for the distribution of the estate of each settlor upon the death of the settlor.

3.02 INTENTIONS OF SETTLORS AS TO TRUSTEES. It is the desire and intention of the settlors to serve as cotrustees of this trust for so long as they both shall live, unless one or both of the settlors shall first resign as trustee in the manner provided therefor in this instrument. Each settlor may act independently from the other as trustee in the matter of writing checks or otherwise handling funds for the benefit of the Trust. Upon the death or resignation of one of the settlors, it is the intention of the settlors that the remaining settlor shall serve as the trustee of this trust during that person's lifetime unless that person shall first resign in the manner provided therefor in this instrument. Upon the death of both of the settlors or upon the death of the surviving settlor, or at such earlier date as the settlors or the surviving settlor shall resign, it is the intention and desire of the settlors that their son, [REDACTED] shall serve as successor trustee under this instrument.

Section 4. Reserved Rights of Settlers

4.01 ADDITIONS TO TRUST ESTATE. The settlors and each of them reserve the right to add property to the trust estate at any time by delivering to the trust additional property that is acceptable to the trustee.

4.02 REMOVAL FROM TRUST ESTATE. The settlors and each of them reserve the right to remove all or any part of the property then constituting the trust estate from the trust at any time by notifying the trustee of such removal in writing.

4.03 POWER TO REVOKE TRUST. The settlors acting jointly reserve the right to revoke the trust and this Declaration of Trust, in whole or in part, at any time during the settlors' lifetime by delivering a written notice of revocation to the trustee, in which event the trust property covered by the revocation shall revert to the contributing settlor or settlors free of trust. Upon the death of one of the settlors, the surviving settlor shall have the right to revoke this trust, in whole or in part, during the settlor's lifetime in the manner provided above in this paragraph.

4.04 POWER TO AMEND TRUST. The settlors acting jointly reserve the right to amend the trust and this Declaration of Trust, with the trustee's consent, at any time during the settlors' lifetime in a written instrument signed by the settlors and the trustee. Upon the death of one of the settlors, the surviving settlor shall have the right to amend this trust during the settlor's lifetime in the manner provided above in this paragraph.

Section 5. Designation of Guardian

5.01 The settlors designate and appoint [REDACTED] presently of [REDACTED] to be the guardian of their minor children upon the death of the surviving settlor.

5.02 The settlors nominate the guardian of any minor child of theirs as conservator of the child's estate if the appointment of a conservator becomes necessary.

Section 6. Disability of Settlor

6.01 DISTRIBUTIONS TO SETTLOR. During any period in which a settlor is deemed disabled for purposes of this instrument, the trustee shall apply so much of the net income and principal of the trust as the trustee deems appropriate for the benefit of the settlor.

6.02 DISTRIBUTIONS TO DEPENDENTS. During any period in which a settlor is deemed disabled for purposes of this instrument, the trustee shall distribute such amounts of the net income and principal of the trust as in trustee's discretion shall be necessary or advisable (1) for the health, maintenance, and support of the settlor's spouse, and (2) for the education, health, maintenance, and support of those persons deemed by trustee to be dependent on the settlor for those purposes.

6.03 DISTRIBUTION GUIDELINES. During any period that a settlor is deemed disabled for purposes of this instrument, primary consideration should be given to the needs of the disabled settlor, and thereafter to the needs of the settlor's immediate family. Any such distributions may be made to one or more of such beneficiaries to the complete exclusion of the others, in equal or unequal shares, as their respective needs may require. The trustee may consider other income and resources of such beneficiaries known to the trustee to the extent the trustee deems advisable. Any net income not so distributed to the disabled settlor, to the settlor's spouse, or to those persons dependent upon the settlor may be accumulated and added to principal. No distribution authorized under this section 6 and made during the disabled settlor's lifetime to a person other than the disabled settlor shall be charged against the ultimate share of such person that may be distributable under any other provision of this instrument.

6.04 DEFINITION OF DISABILITY. A settlor shall be deemed disabled for purposes of this instrument upon a judicial determination of disability or incapacity by a court of competent jurisdiction. In lieu of a judicial determination of disability or incapacity, a settlor shall be deemed disabled for purposes of this instrument upon the effective date of a notarized statement to that effect signed by Dr. [REDACTED] who is settlor [REDACTED] regular physician or Dr. [REDACTED] who is settlor [REDACTED] regular physician, or by two other licensed physicians selected by the disabled settlor's spouse, if living, and all of the disabled settlor's living children. The effective date of such a statement shall be the date of the last required signature on the statement.

Section 7. Distribution of Income and Principal During Settlers' Lifetime

7.01 For so long as at least one of the settlors is alive, the trustee shall distribute or dispose of the net income and principal of the trust estate in the manner directed by the settlors or the surviving settlor, except as provided in section 6 of this instrument.

Section 8. Distribution of Income and Principal Upon Death of Surviving Settlor.

Upon the death of the surviving settlor, the trustee shall distribute the trust estate as it is finally constituted in the following manner:

8.01 SPECIFIC GIFT. No specific gifts.

8.02 GENERAL GIFT. No general gifts.

8.03 TANGIBLE PERSONAL PROPERTY. The trustee shall distribute any tangible property that was contributed to the trust estate by the settlors in accordance with a written statement signed by the surviving settlor or in the surviving settlor's handwriting which the surviving settlor intends to leave at death. Any such property not disposed of by the above-described written statement shall be distributed to the settlors' children, [REDACTED] and [REDACTED], or to such of them that are then living, to be divided among them in approximately equal shares as they may agree, taking into account the personal preferences of the distributees. If the distributees are unable to agree on the distribution of the property, the trustee may permit them to draw lots to determine the order of selection. The trustee may, in the trustee's sole

discretion, sell any of the property which the trustee deems to be unsuitable for distribution and the proceeds thereof shall be distributed with the residue of the trust estate. If none of the distributees named in this section are then living, the property shall be distributed with the residue of the trust estate.

8.04 PAYMENTS OF TAXES AND EXPENSES. Except to the extent that they are paid from other sources or under other instruments, the trustee shall pay the expenses created by the surviving settlor's death and the estate and death taxes payable with respect to property includable in the surviving settlor's gross estate or taxable by reason of the surviving settlor's death, whether or not the property is a part of the trust estate and whether or not such taxes are payable by the surviving settlor's estate or by the recipient of the property. Such taxes and expenses should be paid out of the trust estate.

8.05 RESIDUARY GIFT. If at the time of the death of the surviving settlor there shall be one or more of the settlors' then-living children under the age of 25 years, the residue of the trust estate shall be distributed by the trustee as provided in paragraph 8.06 of this instrument. If at the time of the death of the surviving settlor all of the settlors' then-living children are over the age of 25 years, the balance of the trust estate not distributed under paragraphs 8.01, 8.02, 8.03 and 8.04 of this instrument shall be immediately distributed to the persons and in the manner set forth in subparagraph (4) of paragraph 8.06 of this instrument. If at that time there are no living issue of the settlors, one-half of the balance of the trust estate shall be distributed to the persons who would have received the husband's personal property had he then died intestate domiciled in the state of New York and one-half of the balance of the trust estate shall be distributed to the persons who would have received the wife's personal property had she then died intestate domiciled in the state of New York.

8.06 CONTINGENT RESIDUARY DISTRIBUTION. The balance of the trust estate not distributed or disposed of under paragraphs 8.01, 8.02, 8.03, 8.04, or 8.05 of this instrument shall be held in trust, administered and distributed or disposed of by the trustee in the following manner:

(1) Until all of the settlors' children shall have attained the age of 25 years or died before attaining such age, the trustee shall pay over to or apply for the benefit of such of the settlors' children who are then under the age of 25 years so much of the net income (and of the principal, if necessary) of the trust estate as in the sole and absolute discretion of the trustee shall be necessary, desirable or appropriate to provide for the health, education, maintenance, care, support and comfort of such child or children. It is the settlors' intention to grant complete flexibility and discretion in this respect to the trustee so that, to the extent reasonably practicable in the judgment of the trustee, the younger children shall be provided with the same advantages that may have been provided for any older child or children. The settlors also intend that the trustee may, but shall not be required to, make such expenditures from the income or principal of the trust estate as the trustee shall determine to be appropriate for the food, lodging and personal conveniences of any child or children, including a reasonable amount of spending money and a proportionate share of the maintenance, food and other expenses incurred in the home where any child or children may

reside. Any allowances made hereunder shall be within the sole and absolute discretion of the trustee.

(2) If, in the sole and absolute discretion of the trustee, any of the settlors' children have a financial need arising from educational expenses or from an accident, illness or other disability, or from other circumstances of an unusual nature, as determined by the trustee in the trustee's sole and absolute discretion, the trustee may pay over to or apply for the benefit of such child or children such amounts of the income of the trust estate, or from the principal thereof if the remaining income is inadequate therefor, as the trustee may deem to be appropriate for such need. Any such determination shall be binding upon all persons interested therein.

(3) Any net income not distributed under the provisions of subparagraphs (1) and (2) above may be accumulated in whole or in part and added to the principal of the trust estate or paid over in whole or in part at the end of each fiscal year to or for the benefit of such one or more of the settlors' children or other issue as the trustee may determine to be appropriate, without the necessity of an equal or pro rata distribution and without the necessity of payments being made to more than one person or to any person.

(4) When all of the settlors' children shall have attained the age of 25 years or died prior thereto, this trust shall terminate and all property then constituting the trust estate, including any accumulated income, shall be divided equally into a number of shares equal to the number of the settlors' then-living children plus the number of deceased children of the settlors with surviving issue. One such equal share shall then be paid over and delivered to each of the settlors' then-living children and one such equal share shall be paid over and delivered to the then-living issue, by representation, of each child of the settlors who is not then living but of whom there shall then be living issue. In making such division, the trustee shall not treat any payment made prior to such division from the income or principal of the trust estate to or on behalf of any child or issue as above permitted as an advance or charge the same against the share of the child or the child's issue.

Section 9. Trustee Provisions

9.01 POWERS OF TRUSTEE. The trustee serving under any trust created in this instrument may perform every act reasonably necessary to administer the trust. In addition to and not in limitation of the powers, authorities and discretions granted to the trustee by statute, common law or under any administrative or court rule, the trustee is hereby authorized and empowered to hold, retain, invest, reinvest and manage without diversification as to kind, amount, or risk of non-productivity in realty or personalty and without limitation by statute or rule of law, partition, sell, exchange, grant, convey, deliver, assign, transfer, lease, option, mortgage, pledge, abandon, borrow, loan, contract, distribute in cash or kind or partly in each at fair market value on the date of distribution, without requiring pro rata distribution of specific assets and without requiring pro rata allocation of the tax bases of such assets, hold in nominee form, continue businesses, carry out agreements, deal with other fiduciaries and business organizations in which the trustee may have an interest; establish reserves, release powers, and abandon, settle or contest claims; employ attorneys, accountants, custodians of the trust assets,

other agents or assistants as deemed advisable to act with or without discretionary powers and compensate them and pay their expenses from income or principal or both.

9.02 METHOD OF PAYMENT. The trustee may make any payments under any trust created under this instrument either (1) directly to the beneficiary, (2) in any form allowed by applicable state law for gifts or transfers to minors or persons under disability, (3) to the beneficiary's guardian, conservator, or caregiver for the benefit of the beneficiary, or (4) by direct payment of the beneficiary's expenses. A receipt by the recipient for any such distribution, if such distribution is made in a manner consistent with the proper exercise of the trustee's duties, shall fully discharge the trustee.

9.03 COTRUSTEE. If for any reason the trustee is unwilling or unable to act as to any property of any trust created hereunder, the trustee may designate in writing an individual or a bank or trust company to act as cotrustee or substitute trustee as to such property or with respect to any provision, and may revoke any such designation at will. Each cotrustee or substitute trustee so acting shall exercise all fiduciary powers granted by this instrument unless expressly limited by the trustee in the instrument designating such cotrustee or substitute trustee. Any cotrustee or substitute trustee may resign at any time by written notice to the trustee.

9.04 LIABILITY OF SUCCESSOR TRUSTEE. No trustee shall be obligated to examine the accounts, records, or acts, or in any way or manner be responsible for any act or omission to act on the part of any previous trustee or of the personal representative of the settlor's estate. No trustee shall be liable to the settlors or to any beneficiary for the consequences of any action taken by such trustee which would, but for the prior removal of such trustee, have been a proper exercise by such trustee of the authority granted to the trustee under this instrument, until actual receipt by such trustee of notice of such removal. Any trustee may acquire from the beneficiaries, or from their guardians or conservators, instruments in writing releasing such trustee from liability which may have arisen from the acts or omissions to act of such trustee, and indemnifying such trustee from liability therefor, and such instruments, if acquired from all then living beneficiaries, or from their guardians or conservators, shall be conclusive and binding upon all parties, born or unborn, who may have, or may in the future acquire, an interest in the trust.

9.05 POWERS OF SUCCESSOR TRUSTEE. Any successor trustee at any time serving hereunder, whether corporate or individual, shall have all the title, rights, powers and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as herein granted to the original trustee hereunder, and shall be subject to any restrictions herein imposed upon the original trustee. Any fiduciary succeeding to the trust business of any corporate trustee shall become a successor trustee under this instrument with like powers, duties, and obligations.

9.06 RESIGNATION OF TRUSTEE. Any trustee may resign by giving written notice thereof to each living settlor or to the surviving settlor's personal representative, if serving, to any adult beneficiary, and to the parents or guardians of any minor beneficiary then eligible to receive current income, and to any other trustee then serving. Such written notice shall be delivered by hand or by certified mail and shall become effective upon the acceptance of appointment by the successor trustee.

9.07 REMOVAL OF TRUSTEE. Any trustee may be removed, without cause, by the settlors, or by the surviving settlor if one of the settlors is deceased or incapacitated, or, if both settlors are deceased or incapacitated, by a majority of the beneficiaries then eligible to receive income, by giving written notice to such trustee and to any other trustee then serving, effective in accordance with the provisions of the notice. In the case of a minor or incapacitated beneficiary, the conservator of the estate or, if none, the guardian of the person of such beneficiary may act on behalf of such beneficiary.

9.08 APPOINTMENT OF SUCCESSOR TRUSTEE. If any trustee shall cease to serve, the settlors, or the surviving settlor if one of the settlors is deceased or incapacitated, or, if both settlors are deceased or incapacitated, a majority of the beneficiaries then eligible to receive income, may designate a successor trustee. In the case of a minor or incapacitated beneficiary, the conservator of the estate or, if none, the guardian of the person of such beneficiary may act on behalf of such beneficiary. If any vacancy is not filled within thirty days after the vacancy arises, then any beneficiary or such beneficiary's legal guardian or conservator may petition a court of competent jurisdiction to designate a successor trustee to fill such vacancy, provided that the 30-day period may be waived by the court for good cause. By making such designation, such court shall not thereby acquire any jurisdiction over the trust, except to the extent necessary for making such designation. Any successor trustee designated hereunder may be an individual or a bank or trust company authorized to serve in such capacity under applicable federal or state law.

Section 10. Administrative Provisions

10.01 NONSUPERVISION. Any trust established under this instrument shall be administered in a timely and efficient manner consistent with its terms, free of active judicial intervention and without order, approval or other action by any court, subject only to the jurisdiction of a court being invoked by the trustees or other interested parties or as otherwise provided by law.

10.02 BOND. The settlors directs that no trustee shall be required to give any bond in any jurisdiction, and if, notwithstanding this direction, any bond is required by any law, statute, or rule of court, no sureties be required.

10.03 COMPENSATION OF TRUSTEE. Any trustee serving under this instrument except the original trustees shall be entitled to reasonable compensation commensurate with services actually performed and shall be entitled to reimbursement for expenses actually and properly incurred.

10.04 NONALIENATION. No beneficiary shall have any right to anticipate, sell, assign, mortgage, pledge or otherwise dispose of or encumber all or any part of any trust estate established for his or her benefit under this instrument, nor shall any part of such trust estate, including income, be liable for the debts or obligations of any beneficiary or be subject to attachment, garnishment, execution, creditor's bill or other legal or equitable process.

10.05 ACCRUED INCOME AT DEATH. Upon the death of any beneficiary entitled to receive income from any trust established under this instrument, all accrued or undistributed income held for the account of such beneficiary shall be treated as if it had accrued or been received immediately following the death of such beneficiary.

10.06 COLLECTION OF ESTATE ASSETS. The trustee of any trust established under this instrument shall not be obligated to undertake litigation for collection of any benefits or assets payable by reason of a settlor's death including, but not limited to, benefits under life insurance policies, employee benefit plans or other contracts, plans, or arrangements providing for payment or transfer at death which are payable to the trust unless it is indemnified to its satisfaction against any liability and expense of such litigation. Payment to such trustee and the receipt of or release by the trustee shall fully discharge any payor and no payor need inquire into or take notice of this instrument or see to the application of such payment. Anything in this instrument to the contrary notwithstanding, any benefits or assets payable by reason of a settlor's death which are payable to the trustee of any trust established under this instrument shall not be subject to the claims against a settlor's estate. Such benefits shall not be subject to the control of a settlor's personal representative or included in the property administered as a part of a settlor's probate estate.

10.07 RULE AGAINST PERPETUITIES. All trusts created under this instrument shall in any event terminate no later than 25 years after the death of the last survivor of the group composed of the settlor, the settlor's spouse, and the settlor's issue living at the time of the settlor's death. The property held in trust shall be discharged free of any trust and shall immediately vest in and be distributed to the persons then entitled to the income therefrom in the proportions in which they are beneficiaries of the income, and for this purpose only, any person then eligible to receive discretionary payments of income of a particular trust shall be treated as being entitled to receive the income, and if more than one person is so treated, the group of such persons shall be treated as being entitled to receive such income as a class, to be distributed among them by representation.

10.08 DISABLED BENEFICIARY. If any beneficiary other than a settlor, to whom the trustee is directed to distribute any share of trust principal is under the age of 25 years or is, in the opinion of the trustee, under a disability which renders such beneficiary unable to use distributions properly when the distribution is to be made, the trustee may, in its discretion, continue to hold such beneficiary's share as a separate trust until he or she reaches the age of 25 or overcomes the disability, as the case may be, whereupon the trustee shall distribute such beneficiary's trust to him or her. Upon the death of such beneficiary before that time, the trustee shall distribute the trust, including any accrued and undistributed income, to his or her then living issue by representation, or, if none, to the then living issue by representation of that parent of the beneficiary who was a child of the settlor, or, if none, to the settlor's then living issue by representation. While any trust is being held under this paragraph, the trustee may pay to, or apply for the benefit of, the beneficiary for whom the trust is held such amounts of the net income or principal, or both, as the trustee may determine to be necessary or advisable for such beneficiary's health, education, support and maintenance. Any undistributed income may be added to principal from time to time in the discretion of the trustee.

10.09 MULTIPLE TRUSTEES. In all matters pertaining to the administration of any trust under this instrument, when more than two trustees are acting, the concurrence and joinder of a majority of such trustees shall control; but any trustee may dissent or abstain from a decision of the majority, and such trustee shall be absolved from personal liability by registering such dissent or abstention in the records of such trust, and shall thereafter act with the other trustees in any way necessary or appropriate to effectuate the decision of the majority. If two trustees are acting, however, the joinder of both of them shall be required.

10.10 CORPORATE TRUSTEE. At any time there is a corporate trustee acting, such corporate trustee shall be the custodian of the trust estate and of the books and records of the trust estate, and may perform all ministerial acts necessary for the acquisition and transfer of personal property and money, including the signing and endorsement of checks, receipts, stock certificates, and other instruments, and no person need inquire into the propriety of any such act.

10.11 RELEASE OF POWER. Any trustee may release in whole or in part, temporarily or permanently, any power, authority, or discretion conferred by this instrument or by a trust created thereunder, by a writing delivered to any co-trustee, and to each beneficiary then eligible to receive income distributions from any trust or, if none, to all ascertainable beneficiaries. Such renunciation or release shall not affect the grant of power, authority, or discretion renounced or released.

10.12 REPORTS. Any trustee, except the original trustees and the survivor thereof, shall report no less frequently than annually to all adult beneficiaries and to the parents or guardians of any minor beneficiaries then eligible to receive current income. The report shall disclose all receipts, disbursements, and distributions made during the reporting period, and identify all property then held as the principal of the trust. The records of the trust shall be open at all reasonable times to the inspection of the beneficiaries of the trust and their representatives.

10.13 MERGER OF TRUSTS. The trustee may consolidate and merge for all purposes a trust created hereunder with any other trust created by a settlor or any other person at any time, which other trust contains substantially the same terms as this trust for the same beneficiary or beneficiaries and is being administered by the same trustee, and thereafter may administer such consolidated and merged trusts as one unit; but if such consolidation and merger does not appear desirable or feasible, the trustee may consolidate the property of such trusts for purposes of investment and administration while retaining separate records and accounts for the separate trusts.

10.14 LITIGATION. The trustee, in its discretion and at the expense of the trust estate, may institute, join, compromise, settle, dismiss, and defend any trust created under this instrument and any property administered hereunder in any judicial or administrative proceeding. The trustee is authorized to retain such legal counsel and ancillary personnel as it may deem appropriate in the exercise of its discretion hereunder.

10.15 DISCRETION OF INTERESTED TRUSTEE. Notwithstanding the general powers conferred upon the trustee, no trustee shall exercise or participate in the exercise of discretion with respect to the distribution of income or principal, or the termination of any trust

administered

hereunder (1) to or for the benefit of such trustee; or to or for the benefit of any beneficiary in whom is vested at the time of such exercise the power to remove or to participate in the removal of such trustee or to designate or to participate in the designation of a replacement trustee, which power can be exercised by the beneficiary without the consent or joinder of at least one other person having a substantial interest in the trust estate which is adverse to that of the beneficiary; to the extent that the exercise of such discretion is in excess of that which is necessary for the education, health, maintenance, and support of such trustee or of such beneficiary, as the case may be; (2) to any person such trustee or any such beneficiary is legally obligated to support, to the extent such distribution is for the purpose of discharging such support obligation; or (3) which would cause the disqualification of an otherwise qualified disclaimer.

IN WITNESS WHEREOF, the settlors have executed this Declaration of Trust on this [redacted] day of [redacted], 2014 at [redacted], New York.

[redacted signature]
Settlor

[redacted signature]
Settlor

STATE OF NEW YORK)
) ss.:
COUNTY OF [redacted])

On the [redacted] day of [redacted] 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared [redacted], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

[redacted signature]
Notary Public

SCHEDULE A
TO

[REDACTED] FAMILY TRUST

The trust estate of [REDACTED] Family Trust consists of the following properties: