

August 27, 2015

Ms. Carol S. Green  
14 Craigie Street  
Cambridge, Massachusetts 02138

Mr. Robert Y. Shasha  
The Cotswold Group, Inc.  
550 Mamaroneck Avenue  
Harrison, New York 10528

Mr. Dennis E. Shasha  
Bleecker Street, #7A  
New York, New York 10012

Personal and Confidential  
Alfred A. Shasha 2011 Family Trust Agreement

Dear Robert, Carol and Dennis:

This letter agreement is among Carol S. Green, Robert Y. Shasha, Dennis E. Shasha and Stuart M. Sabal, as co-Trustees of the Alfred A. Shasha 2011 Family Trust dated March 30, 2011 (the "2011 Trust"), and Carol S. Green, Robert Y. Shasha and Dennis E. Shasha, as Beneficiaries of the 2011 Trust (the "Beneficiaries").

On or about August 31, 2015, the 2011 Trust will purchase the following Limited Liability Company or Limited Partnership interests from the Alfred A. Shasha 2013 Irrevocable Trust for the listed amounts, based on independent appraisals which evaluated the underlying interests in real property:

- 1) One Point Nine Two Percent (1.92%) Non-Managing interest in 120 Broadway Associates LLC for a purchase price of \$2,580,000;
- 2) Eight Point Three Three Percent (8.33%) Non-Managing interest in Silverstein 529 Fifth LLC for a purchase price of \$4,600,000;
- 3) One Point One Four Two Eight Five Seven Percent (1.142857%) Non-Managing interest in 570 Lexington Associates LP for a purchase price of \$671,000; and
- 4) Forty Percent (40.000%) Non-Managing interest in Larry A. Silverstein as nominee with a Two Point Five Percent (2.500%) interest in Riverplace Investor LLC for a purchase price of \$610,000.

In connection with those acquisitions, as well as with any future acquisitions, including, but not limited to, interests in real property, corporate shares, limited liability companies, partnership interests or other investments, acquired by the 2011 Trust (the "Acquisitions"), it is the understanding of the undersigned that:

- 1) Each Acquisition will be divided into three (3) equal shares, identified by the name of each Beneficiary, namely, Carol S. Green, Robert Y. Shasha, and Dennis E. Green, and shall be held separately in Trust as provided for under Article FIRST of the 2011 Trust (the "subsidiary Trusts");

- 2) The 2011 Trust will purchase each Acquisition from funds contained in each Beneficiary's separately held subsidiary Trust, and the funds obtained from each subsidiary Trust will not exceed the Beneficiary's one-third (1/3) interest in the potential Acquisition;
- 3) Notwithstanding the foregoing, a Beneficiary may acquire more than one-third (1/3) of any present or future Acquisition only where at least one Beneficiary receives a smaller, off-setting, fraction to be part of the whole (for example, Option One: 1/3, 1/6, 1/2, or Option Two: 1/6, 1/6, 2/3 divisions are acceptable, but Option Three: 1/6, 1/6, 1/3, and Option Four: 1/2, 1/3, 1/3 divisions are not acceptable);
- 4) Any adjustment to the apportioned fractions under the above Section 3 must be made with the written consent and acknowledgment of each Beneficiary, and with appropriate adjustments to funds obtained from each subsidiary Trust;
- 5) Where the total purchase price of any single or group of Acquisitions exceeds the assets on hand in the 2011 Trust, the 2011 Trust is permitted to solicit, accept and receive a loan from the Alfred A. Shasha 2013 Irrevocable Trust, the 2011 Hanina Trust, and/or from Robert Y. Shasha, Carol S. Green and Dennis E. Shasha, individually;
- 6) In the event a spouse or child of a Beneficiary expresses an interest in acquiring or liquidating an asset or Acquisition, in either its entirety or a fraction thereof, the Beneficiaries, their respective spouses and children, will have a right of first refusal to purchase those holdings, subject to estimates of values given and limitations contained in any pre-nuptial agreement or other document.

The foregoing constitutes the understanding of the Beneficiaries and co-Trustees of the 2011 Trust. The Beneficiaries will cooperate in good faith to effect the terms of this letter. This letter may be executed in counterparts, and its contents are subject to the laws of the State of New York.

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ROBERT Y. SHASHA, as  
co-Trustee and Beneficiary

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CAROL S. GREEN, as  
co-Trustee and Beneficiary

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DENNIS E. SHASHA, as  
co-Trustee and Beneficiary

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STUART SABAL, as co-Trustee

STATE OF MASSACHUSETTS )

: ss.:

COUNTY OF MIDDLESEX )

On the day of in the year 2015, before me, the undersigned personally appeared CAROL S. GREEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

: ss.:

COUNTY OF WESTCHESTER )

On the day of in the year 2015, before me, the undersigned personally appeared ROBERT Y. SHASHA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On the day of in the year 2015, before me, the undersigned personally appeared DENNIS E. SHASHA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )

: ss.:

COUNTY OF ESSEX )

On the day of in the year 2015, before me, the undersigned personally appeared STUART M. SABAL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public