

TRUST AGREEMENT

DENNIS & KAREN SHASHA FAMILY TRUST

This agreement effective the 21 day of OCTOBER, 2021, between DENNIS SHASHA and KAREN SHASHA, both residing at 100 Bleecker Street, Apartment 7A, New York, New York 10012 (hereinafter called "Grantor" and using the singular pronoun, "he"), and ROBERT Y. SHASHA, residing at 229 Beechmont Drive, New Rochelle, New York 10804 and any successor trustee or co-trustee named or appointed in accordance with this Trust (hereinafter called the "Trustees").

WITNESSETH:

WHEREAS, the Grantor desires to create an irrevocable trust to consist of such assets as may herewith or any time hereafter be transferred to or acquired by the Trustees hereunder, being hereinafter referred to collectively as the "trust estate", for the purposes herein set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Grantor has contemporaneously transferred the sum of One Hundred (\$100.00) Dollars, receipt of which is hereby acknowledged, and the Trustee agrees to hold the trust estate, IN TRUST, NEVERTHELESS, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

FIRST:

(a) The Grantor having been duly advised by counsel as to the legal effect of this agreement and as to the character and amount of property hereby transferred in trust, and having given full consideration to the question whether the transfer in trust hereby made shall be irrevocable, declares that it shall be irrevocable, and that he shall hereafter remain without power to revoke, alter or amend any of the provisions of this trust.

(b) The Grantor or any other person may, at any time and from time to time, transfer and deliver additional property to the Trust to be held, administered and distributed as hereinafter provided.

SECOND:

(a) The Trustees shall hold, manage, invest and reinvest the principal of the trust, collect the income therefrom, and shall pay or apply such part or all of the net income and principal thereof, or the use of any property therein, to or for the benefit of the members of a class consisting of the Grantor's son, TYLER SHASHA ("TYLER") and daughter, CLOE SHASHA ("CLOE"), in such amounts and in such proportions as the Trustees in their sole discretion, shall deem advisable for the health, support, maintenance and education of such one or more of those who may from time to time shall be members of the said class. Any net income which is not distributed in any year shall be added to the principal of the trust at the end of the year, and thereafter shall be held, administered and disposed of as a part thereof.

(i) In exercising their discretion hereunder, the Trustees may pay or apply the same to or for the use of any one member of the said class or apportion it for the benefit of various members to the exclusion of other members, in such manner as they shall from time to time deem advisable, without equality of treatment, taking into consideration the best interests and welfare of all of them. The Trustees may but are not required to take into consideration any other income, property, benefits or other resources owned by or available to a beneficiary.

(ii) Should this Trust not have otherwise terminated, at such time as the youngest surviving of TYLER and CLOE has attained the age of sixty (60), the trust shall thereupon terminate and the entire trust estate shall be distributed to TYLER and CLOE, in equal shares, or all to the survivor.

(iii) In the event that both TYLER and CLOE, should die before the termination of the trust created under this Article, then any amounts remaining in the trust estate at such time, shall be distributed in accordance with the provisions of Article FOURTH hereof.

(b) Notwithstanding anything to the contrary contained herein, at such time as a child shall be born to or adopted by TYLER or CLOE, the trust estate shall thereafter be held as follows:

(i) The Trustees shall hold, invest and reinvest the same, collect the income therefrom, and pay or apply such part or all of the net income and principal thereof, and reserve the use of any non-income producing property therein, to or for the benefit of the members of a class consisting of the children born to or adopted by TYLER or CLOE, from time to time, but prior to the date on which the youngest living child of TYLER or CLOE attains the age of thirty (30) (hereinafter collectively the "grandchildren" and individually a "grandchild"), in such amounts and in such proportions as the Trustees shall, in their sole discretion, determine is advisable for the health, support, maintenance or education of such one or more of those who from time to time shall be members of the said class. Any net income which is not distributed in any year shall be added to the principal of the Trust at the end of the year, and thereafter shall be held, administered and disposed of as a part thereof.

(A) In exercising their discretion hereunder, the Trustees may pay or apply the same to or for the use of any one member of the said class or apportion it for the benefit of various members to the exclusion of other members, in such manner as they shall from time to time deem advisable, without equality of treatment, taking into consideration the best interests and welfare of all of them.

(B) The Trustees may but are not required to take into consideration any other income, property, benefits or other resources owned by or available to a beneficiary.

(ii) When the youngest surviving grandchild attains age of thirty (30), the Trustees shall divide the trust assets into as many equal parts as shall equal in number the grandchildren either living at such time or deceased leaving issue then living.

(A) The Trustees shall pay over and distribute one such equal part to the issue of any deceased grandchild, per stirpes, subject to the provisions of Article THIRD hereof.

(B) The Trustees shall pay over and distribute one such equal part to each such grandchild then living.

(iii) If all grandchildren and their issue shall die before the trust is divided and distributed, the then principal of the trust fund shall be paid over to the Grantor's issue, per stirpes. If there are no issue of the Grantor then living, then such amounts shall be distributed in accordance with the provisions of Article FOURTH hereof.

THIRD:

In the event any of the Grantor's grandchildren shall die before receiving full distribution of the trust created for his or her benefit under this Agreement, at a time when he or she is survived by one or more issue, the share of such deceased grandchild shall be held by the Trustees in a separate trust for said issue as provided herein.

(a) The Trustees shall hold, invest and reinvest the same, collect the income therefrom, and pay or apply such part or all of the net income and principal thereof, and reserve the use of any non-income producing property therein, to or for the benefit of the members of a class consisting of the issue of such deceased grandchild (hereinafter collectively the Grantor's "great-grandchildren" and individually a "great-grandchild"), in such amounts and at such times as the Trustees shall, in their sole discretion, deem advisable for the health, support, maintenance or education of such one or more of those who from time to time shall be members of the said class.

Any income which is not distributed in any year shall be added to the principal of the Trust at the end of the year, and thereafter shall be held, administered and disposed of as a part thereof.

(i) In exercising their discretion hereunder, the Trustees may pay or apply the same to or for the use or benefit of any one member of the said class or apportion it for the benefit of various members to the exclusion of other members, in such manner as they, in their sole and absolute discretion, shall from time to time deem advisable, without equality of treatment, taking into consideration the best interests and welfare of all of them.

(ii) In exercising such discretion, the Trustees shall be permitted to take into consideration any other income, property, benefits or other resources owned by or available to such a beneficiary.

(b) When the Grantor's youngest living great-grandchild attains age thirty (30), the Trustees shall divide the trust assets into as many equal parts as shall equal in number the great-grandchildren either living at such time or deceased leaving issue then living.

(i) The Trustees shall pay over and distribute one such equal part to each of the great-grandchildren then living and to the issue of any deceased great-grandchild, per stirpes (so the share given to the issue of any deceased great-grandchild shall equal in total the share given to any living great-grandchild).

(ii) If all great-grandchildren and their issue shall die before the trust is divided and distributed, the then principal of the trust fund shall be paid over to the Grantor's issue, per stirpes. If there are no issue of the Grantor then living, then such amounts shall be distributed in accordance with the provisions of Article FOURTH hereof.

(c) All payments made in accordance with any provision providing for distributions shall be absolute and free from all trusts, and the judgment of the Trustees as to the amount of such

payments and the advisability thereof shall be final and conclusive upon all persons interested in or who may become interested in such trust. Upon making any such payments, the Trustees shall be fully released and discharged from all further liability or accountability therefor.

(i) No amount of income or principal payable or to become payable under any trust herein created shall be subject to anticipation or assignment by any beneficiary thereof, or to attachment by or subject to the interference or control of any creditor of any such beneficiary, or seizure by any legal or equitable process in satisfaction of any debt or liability of such beneficiary prior to its actual receipt thereby.

(ii) If, in the opinion of the Trustees, in their sole and absolute judgment, at any time during a beneficiary's lifetime this Trust is of such a size that it is deemed inadvisable, unnecessary or uneconomic to continue the same, then anything herein to the contrary notwithstanding the entire principal and the current and accumulated income of the Trust may be paid over and distributed directly to the beneficiary.

(iii) In no event shall any amount be held in trust for a period in excess of twenty-one (21) years after the death of the last to die of the issue of the Grantor's parents, ALFRED SHASHA and HANINA SHASHA, alive at the time this Trust is created, or at such later date as permitted by applicable law. In the event the condition set forth in the previous sentence shall occur, the trust assets shall be distributed to the income beneficiaries as their interests may appear. If the interests of the income beneficiaries cannot be determined, the trust estate shall be distributed to the income beneficiaries in equal shares.

FOURTH:

In the event amounts remain in trust hereunder at a time when none of Grantor's issue survive, such amounts shall be distributed to the NATURE CONSERVANCY and if THE

NATURE CONSERVANCY is not then in existence or unable to accept all or a portion of the distribution to be made hereunder, then to the UNITED JEWISH APPEAL. If the UNITED JEWISH APPEAL is not then in existence or unable to accept all or a part of the distribution to be made hereunder, then all such amounts shall be paid to such one or more Qualified Charitable Recipients as the Trustees, shall select, and in such amounts and proportions as the Trustees shall determine. For purposes of this Article, a Qualified Charitable Recipient shall be any recipient described in Section 2055(a) of the Internal Revenue Code of 1986 (or any successor thereto) at the time of payment of such amount.

FIFTH:

If, pursuant to this Trust all or a portion of the principal of the Trust shall vest in absolute ownership in a minor, the Trustees are authorized and empowered as the case may be, in their discretion, to hold the property so vested in such minor, notwithstanding that such property may consist of investments not authorized by law for trust funds, and to invest and reinvest the same, collect the income therefrom and, during this period for such minor, to apply so much of the principal thereof and so much of the net income therefrom and any accumulated income, to the support, education and maintenance of such minor, as the Trustee shall see fit, and to accumulate, invest and reinvest the balance of said income until such minor shall attain the age of majority, and thereupon, to pay over the then principal, together with any accumulated income, to such minor. If such minor shall die before attaining the age of majority, the then principal, together with any accumulated income, shall be paid over to the estate of such minor. The authority conferred upon the Trustees by this paragraph shall be construed as a power only, and shall not operate to suspend the absolute vesting thereof in such minor. With respect to any such property which shall vest in absolute ownership in such minor, but which shall be held by the Trustees as authorized in

this paragraph, the Trustees shall have all powers conferred by the provisions of this Trust including, without limitation, the power to retain, invest and reinvest the same without being limited to investments authorized by law for trust funds.

SIXTH:

Any payments of income or principal distributable to a person under legal disability under any provision of this instrument may be made by the Trustee in any one or more of the following ways:

- (a) directly to such person;
- (b) to the legally appointed guardian or custodian of such person;
- (c) to some relative or friend of such person with whom the person resides for the sole purpose of the support, maintenance, health and education of such person;
- (d) by otherwise applying such income or principal for the support, maintenance, health and education of such person. Any payments hereinabove authorized shall be a full discharge to the Trustees with respect thereto.

SEVENTH:

The Trustees are authorized and empowered but not required, at any time and from time to time, during the Grantor's lifetime to accept by way of addition to the trust estate, any property which the Grantor or any other person may wish to transfer and deliver to the Trustees or which the Trustees or any other person may devise and bequeath by his or her Last Will and Testament to the Trust and any property so added may be commingled with other property in this Trust and shall be held, administered and disposed of as a part of this Trust.

EIGHTH:

In addition to such powers as they may have by law, the Trustees are authorized and

empowered with respect to any and all property constituting part of this Trust, in their sole discretion to exercise the following authorities and discretions, which may be exercised only in a fiduciary capacity, without authorization by any court, and the exercise of any such power, authority or discretion shall be binding upon and conclusive against all persons interested in or claiming an interest in the Trust assets:

(a) Retention

To continue to hold all or part of such property in the form in which it is received, as long as it may be deemed advisable so to do, whether or not such property is authorized by law for investment of trust funds, and regardless of any rule requiring diversification of such investments;

(b) Investments

To invest and reinvest in any stocks, bonds or other property, real or personal, of any kind and nature whatsoever, including without limitation: Common and preferred stocks regardless of dividend arrearages, leverage-type securities, security options, puts and calls, fixed income-bearing securities (secured or unsecured, senior or subordinated) notwithstanding default in interest, units of participation in common trust funds, investment trust stocks, mutual funds and other securities, foreign as well as domestic, without regard to whether any such securities shall be listed on any stock exchange or public market, registered with any securities commissions or similar body or subject to contractual, legal or other restrictions, including "investment letter" restrictions; oil, gas and other mineral interests and natural resources; health insurance on the Grantor, any beneficiary or any person in whom the Grantor or beneficiary has an insurable interest; to acquire any such investment from any beneficiary of such assets, from the estate of any deceased beneficiary, or from any estate or other trust in which any beneficiary has an interest. Such investments and acquisitions may be made even though such investment or acquisition is speculative or the property so acquired is unproductive of income and may be retained even if such investment subsequently becomes speculative, unproductive of income, or no longer legally authorized as an investment of trust funds;

(c) Sales

To grant options upon and to sell any property at any time constituting all or a portion of the trust, at public or private sale, for cash or upon credit for any periods, with or without security, for such purposes and upon such terms and conditions as may be deemed advisable, to any person or persons, including

any beneficiary of such assets, the estate of Grantor or any beneficiary, or other trust in which any beneficiary has an interest; and to so exchange any such property for other property of equivalent value whether or not of like kind or similar use;

(d) Securities

With respect to any securities which constitutes all or a portion of such assets, to vote upon any proposition or election at any meeting of security holders for any purpose, including electing any Trustee or any employee or officer of any Trustee as a director or officer of any corporation the securities of which constitute all or a portion of such assets; to grant proxies, discretionary or otherwise, with or without power of substitution; to vote at any such meeting; to consent to, join in, become a party to or oppose any reorganization, readjustment, recapitalization, foreclosure, merger, voting trust, dissolution, consolidation, exchange or similar corporate action, and to deposit any such securities with any committee, depository or Trustee and to pay any and all fees, expenses and assessments incurred in such connection; to exercise or to refrain from exercising warrants, options, or conversion, subscription or other rights and to make any necessary payments in connection therewith, or to sell any such privileges; to borrow funds with which to exercise the same, securing any such loan by pledge of the securities acquired thereby or by pledge of any other assets; to give investment letters and other assurances in connection with any such exercise; to receive and retain as an investment of such assets, any new securities or other assurances in connection with any such exercise; to receive and retain as an investment of such assets, any new securities or other property distributed as a result of any of the foregoing; to hold securities or other property in the name of a nominee without indicating the fiduciary character of such securities or other property; and generally to exercise any and all rights and powers in respect of such securities or other property as may be lawfully exercised by persons owning similar property in their own right;

(e) Real Estate

To possess, manage, operate, develop, subdivide, dedicate for public use, demolish, construct, reconstruct, exchange, partition, repair, alter, improve and change, structurally or otherwise, any real estate at any time constituting all or a portion of such assets; to mortgage such property and to modify, renew, extend, reduce, pay off and satisfy mortgages on such property and any installments of principal or interest due thereon, and to waive any defaults; to abandon any such property which shall be deemed worthless or of insufficient value to warrant keeping or protecting and to permit any such property to be lost by tax sale, foreclosure or other proceeding; to grant or release easements or charges of any kind, with or without consideration; to effect and carry insurance with respect to such property, protecting against such hazards and liabilities as may be deemed advisable; to lease any such property upon any

terms and for any period of time, including a period extending beyond the probable or actual term of the trust; to review or extend leases; to amend, change, or modify leases; to grant options to lease and options to renew leases; to do any of the foregoing upon such terms and conditions as may be deemed advisable and to pay any and all expenses in connection therewith;

(f) Incorporation

To form one or more corporations, alone or with others, in any jurisdiction, and to transfer all or any part of the assets of any such corporation in exchange for the securities or obligations of such corporation; to form partnerships in which any trust shall be either a general or a limited partner; to enter into joint ventures or associations with others on such terms as may be deemed appropriate; to enter into agreements respecting voting rights, management, retention or disposition of any such entity or interest therein;

(g) Lending

To lend funds, with or without security, to any beneficiary of such assets, to the estate of any deceased beneficiary, or to any estate or other trust in which any beneficiary has an interest, on such terms and conditions, for such purposes, and at such reasonable rates of interest, as may be deemed appropriate;

(h) Borrowing

To borrow funds from any person or persons, including any Trustee, any beneficiary of such assets, the estate of any deceased beneficiary, or any estate or other trust in which any beneficiary has an interest, for any purpose connected with the protection, preservation or improvement of property constituting all or a portion of such assets, for investment purposes, for the payment of taxes and expenses or for the purpose of making any herein authorized distribution to a beneficiary; to renew, modify or extend existing loans on the same or different terms; to mortgage or otherwise pledge property constituting all or a portion of such assets as security for the repayment of any such borrowing or loans; and to enter into or maintain any one or more split dollar agreements with respect to any life insurance policy owned by or made payable to the trust;

(i) Banking

To open and maintain one or more savings or checking accounts with any bank or trust company, or with any savings and loan association or building and loan association; to deposit to the credit of any such account all or any part of the funds belonging to Grantor's estate or any trust created by this Trust and to permit such funds to remain on deposit for such period of time as is deemed

advisable; to open and maintain one or more cash or margin accounts with any brokerage firm or bank, and to conduct, maintain and operate such accounts for the purchase, sale or exchange of commodities and securities, and in connection therewith to borrow money, obtain guarantees, and engage in all other activities necessary or incidental to conducting, maintaining and operating such accounts;

(j) Principal and Income

To reasonably determine, in cases where doubt or uncertainty exists as to the applicable law or relevant facts, which receipts, whether of money or other property, shall be credited to income or principal, respectively; also to reasonably determine in such cases which disbursements, commissions, expenses, costs, fees, taxes and other charges shall be charged to income and principal respectively; and to reasonably apportion any such receipts and disbursements as between income and principal;

(k) Distribution in Kind

To make any division, allocation or distribution authorized hereunder either wholly or partly in kind, whether or not identical property is allocated to each interest; and, except as is otherwise herein provided, to determine the fair value of any property so divided, allocated or distributed, to the extent permitted by law;

(l) Claim

To accept any composition for any debt, and to extend the time for payment thereof, either with or without security therefor, and to submit to arbitration and agree to be bound thereby, and to litigate, enforce, abandon, adjust, compromise, compound, settle, collect, pay, repay, defer or discharge any obligation, debt, tax, premium, dividend, insurance policy, death benefit, claim, controversy or suit at law or in equity, of whatsoever kind or nature which may be made against or in favor of any Trustee of such assets, upon such terms and conditions as may be deemed advisable; provided, however, that if it is determined that the other assets available are insufficient, no such litigation need be maintained unless such assets shall be satisfactorily indemnified against all expenses and liability arising out of such litigation;

(m) Removal of Assets

To remove from the jurisdiction which is the situs of any assets during the entire duration of any trust or for such lesser period as may be deemed advisable, any securities or other property at any time constituting all or a portion of the Trust, and to take and keep the same outside the borders of the United States as may be deemed advisable;

(n) Agents

To employ one or more brokers, agents, accountants, real estate experts, attorneys, custodians, advisors, and others, including any individual who is a Trustee or any firm with which any Trustee may be associated; to pay, as an expense of the trust, without diminution of any Trustees' commissions, the fees and disbursements thereby incurred; to act or refrain from acting upon the advice or recommendations received therefrom without liability for any act done or omission made in good faith in reliance upon such advice or recommendations;

(o) Delegation

To delegate to any suitable or appropriate person, firm or corporation, such ministerial duties in connection with the powers, authorities and discretions herein granted as may be deemed advisable; to designate a bank or trust company as investment trustee with any or all of the powers set forth in this Article; and except as is otherwise provided herein, subject to revocation at any time, to delegate to any other Trustee if there be more than one, such of the powers, authorities and discretions as are granted herein, including without limitation, power to sign checks or other instruments for the payment of money, power to give orders for the purchase and sale of securities, and power to make application for one or more life insurance policies; provided, however, that no discretion to pay or apply the net income or principal of such assets to his or her own use may be delegated to any Trustee who is a beneficiary under the Trust;

(p) Conflict of Interest

To act or refrain from acting in all respects as if disinterested, despite the existence of any conflict of interest and without regard to any connection with any securities, property, business interest or other enterprise which shall constitute all or a portion of such assets;

(q) Custodians

To designate any individual or corporation including any Trustee hereunder as custodian for any minor beneficiary under the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act of any jurisdiction (such custodian having the power to terminate such custodianship either at age eighteen (18) or twenty-one (21));

(r) Special Lien

To elect a lien under Section 6324A of the Internal Revenue Code of 1986, as amended, and to file any agreement required thereunder;

(s) Elections

With respect to any election or option available under any provision of the Internal Revenue Code of 1986, as amended, in their sole discretion, to exercise or to refrain from exercising such election or option, regardless of the fact that either the Federal estate tax, Grantor's Federal income tax or the Federal income tax on Grantor's estate is thereby increased or that there is a change in the proportion in which various persons share in Grantor's estate;

(t) General Powers

To make any payment, to receive any money, to take any action, and to make, execute, deliver and receive any contract, deed, instrument, or document which is deemed advisable to exercise any of the foregoing powers or to carry into effect any provisions hereof; and, except as is otherwise specifically provided herein, to rely upon any notice, certificate, affidavit, letter, telegram, cable or other writing believed to be genuine, in making any payment or distribution hereunder;

(u) Additional Trust Corpus

To accept by way of addition to the trust created herein, any property which any other person or trustee may turn over to the Trustee, during life or by Will, and any property so added may be commingled with other property in such trust and shall be held, administered and disposed of as a part of such trust.

(v) Division Into Exempt and Nonexempt Trusts

To divide property in any trust being held hereunder with an inclusion ratio (as defined in section 2642(a) of the Internal Revenue Code of 1986 as then in effect) of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero.

(w) Division into Separate Trusts

To divide any trust created hereunder which shall consist in whole or in part of stock of an S corporation, as defined in Internal Revenue Code Section 1361(a)(i), into separate trusts for each income beneficiary, in equal shares, and to pay or apply the entire net income of each such trust to or for the use of the income beneficiary thereof, in equal installments. In no event shall the principal of each such trust be payable to someone other than the income beneficiary during the term of the trust. Upon the termination of the trust during the lifetime of the income beneficiary, the principal of the trust shall be payable to the income beneficiary.

(x) Allocation of Generation Skipping Transfer Tax Exemption

To allocate any portion of the Grantor's exemption under section 2631(a) of the Internal Revenue Code of 1986, as then in effect, to any property as to which the Grantor is the transferor, including any property transferred by the Grantor during life as to which the Grantor did not make an allocation prior to death.

(y) Creation and Elimination of General Power

With respect to all or any part of the principal of the trust (including a pecuniary amount), by an instrument filed with the trust records, and executed by all Trustees other than said beneficiary; (a) to create in a child of the Grantor a general power of appointment within the meaning of section 2041 of the Internal Revenue Code of 1986, as amended, (including a power the exercise of which requires the consent of the Trustee other than said beneficiary) that may dispose of the property upon the death of said child, (b) to eliminate such power for all or any part of such principal as to which such power was previously created, (c) to irrevocably release the right to create or eliminate such power and (d) to divide the trust principal into two fractional shares based upon the then portion of the trust that would be includible in the gross estate of said child holding such power if he or she died immediately before such division (in which case the power shall be over the entire principal of one share and over no part of the other share) and each such share shall be administered as a separate trust unless the Trustees (other than said beneficiary) shall in their sole discretion thereafter combine such separate trusts into a single trust which they are hereby authorized to do. The purpose of this power is to enable a general power to be effective when the Trustees (other than said beneficiary) in their sole and absolute discretion believe the inclusion of the property affected thereby in said child's gross estate may achieve a savings in transfer taxes by having an estate tax, rather than a generation skipping transfer tax imposed on the property subject to the general power, which may also permit a greater use of the GST exemption under section 2631(a) of the Internal Revenue Code of 1986, as then in effect, of said child or said child's spouse.

(z) Purchase of Assets From and Loans To Estate

To purchase assets from the estate of the Grantor, at their fair market values at the time of purchase, and to make loans to such estate, provided such loans shall be adequately secured and shall bear interest at the rate of interest prevailing at the time of the loan. The Trustees shall incur no liability for purchasing any such assets, even if the property is not the kind in which Trustees are authorized by law to invest trust funds. If the trust would otherwise terminate at the death of the Grantor under the terms of this Agreement, the distribution of trust property to the Beneficiaries may be delayed for a period of time deemed necessary by the Trustees to accomplish

any loans to or purchases of assets from the estate of the Grantor or to ascertain any liability of the Trust for estate or other taxes resulting from Grantor's death.

(aa) Miscellaneous

1. To invest in or retain any securities or other property, real or personal (within or without the United States), including by way of illustration, but not limitation: any security as defined by the Securities Act of 1933 or other applicable law, any contract of sale of a commodity for future delivery within the meaning of the Commodity Exchange Act, shares or interests in any private investment fund, private equity or venture capital fund, hedge fund, common trust fund, joint venture, general or limited partnership, limited liability company, statutory or common law business trust, statutory trust, real estate investment trust or an open-end (including any mutual fund) or closed-end management type investment company or unit investment trust, whether registered under the Investment Company Act of 1940 or unregistered, any money market instrument, bank deposit account (including but not limited to savings, time, certificate of deposit and transaction accounts), precious metal, foreign exchange, structured product, insurance contract, options, options on futures and variable forward contracts, swaps, caps, collars and other derivative instruments of a financial nature, notwithstanding the fact that the trustee, investment manager or custodian, its respective parent or any affiliate, is an issuer of such investment or provides services (whether as manager, underwriter, distributor, custodian, advisor, agent, servicer, trustee or otherwise) with respect to any such investment and further notwithstanding that the trustee, investment manager, custodian or its respective parent or any affiliate may receive compensation with respect to any such investment (in addition to trustee's commissions), so long as the total compensation received is reasonable. To the extent permitted by applicable law, this provision is intended to override any contrary provision of law prohibiting such additional fees or otherwise requiring either a reduction in trustee's commissions or an election between such additional fees and such commissions. Any diversification requirement that would otherwise apply, including one imposed by a Prudent Investor Act or similar applicable law, is negated.

2. To employ such agents, advisors and other counsel, including but not limited to entities affiliated with any trustee, and to pay out of income or principal or both the reasonable charges and fees of such agents, advisors and counsel, as it shall in its sole discretion determine, including the power to select brokers and dealers affiliated with any trustee for the sale or purchase of any securities or other investment property in the trust. This authorization shall include, but shall not be limited to, an affiliated broker acting in a principal or agency capacity for equity and fixed income securities, routing orders for over-the-counter (OTC) stocks to a market maker affiliated with any trustee, routing listed stocks to specialists affiliated with any trustee, routing listed options through a proprietary trading operation affiliated with any trustee, or routing

after-hours orders to a proprietary trading operation in which any trustee or an affiliate owns an equity interest. In such case the trustee or an affiliate may receive both monetary and non-monetary "payment for order flow," including, without limitation, an inter-company transfer of funds in connection with orders routed to an affiliated market maker; monetary compensation (including fee sharing) from, and participation in the profits of, certain affiliated and independent exchange specialists who execute orders; other compensation as part of reciprocal order routing arrangements with various exchange specialists and dealer firms; and rebates and credits against fees paid by various exchanges to member firms. To the extent permitted by applicable law, the trustee's compensation shall not be reduced by any additional compensation received by the trustee, its parent, or any affiliate thereof, or any agent, principal, advisor, counsel, broker, dealer, market maker or specialist (including exchange specialist) affiliated with the trustee, its parent or any affiliate thereof, for providing any of the services authorized in this paragraph.

NINTH:

(a) Any Trustee may resign at any time by delivering or mailing written and acknowledged notice of such resignation to any other trustee then serving, to the Grantor, or if the Grantor be dead or under any legal disability, to each income beneficiary not under any legal disability, and each beneficiary not under any legal disability who would be entitled to a share of the principal of the trust if the trust were to terminate at the time of mailing or delivering such notice. Such resignation shall take effect upon the date specified in such notice, not less than seven (7) days after such mailing or delivery, and upon the date so specified all duties of the Trustee so resigning or removed shall cease.

(b) With respect to the trust created hereunder for the benefit of CLOE SHASHA and TYLER SHASHA, ROBERT Y. SHASHA may designate any one or more individuals, or any bank or trust company authorized to act as a Trustee under the laws of the State of New York, as co-Trustee(s) and he shall in any event designate at least one such individual or entity as successor Trustee(s). In the event that ROBERT Y. SHASHA shall die or otherwise be unable to act as the Trustee before the completion of his duties without so selecting a successor trustee, then the

Grantor's niece, ARIANA GREEN, shall act as the Trustee in his place and stead. If appointed to act, ARIANA GREEN shall designate at least one such individual or entity as her successor Trustee. Any such appointment of a co-Trustee or successor Trustee shall be by written instrument signed and duly acknowledged by the said Trustee(s) then serving, and delivered in the manner described in section (a) hereof.

(c) With respect to the trusts created hereunder for the benefit of the issue of CLOE SHASHA and TYLER SHASHA, ROBERT Y. SHASHA, TYLER SHASHA and CLOE SHASHA, or the survivor(s), shall act as Trustees thereof. In the event of any disagreement or dispute amongst the Trustees with respect to any issue, a final determination of any such issue shall be made by: majority vote of the trustees if there is an odd number of trustees; or by ROBERT Y. SHASHA, if there is no majority at a time when ROBERT Y. SHASHA is acting as a trustee.

(i) From time to time, the Trustees then serving, shall have the power to appoint one or more individuals who are United States citizens, or any bank or trust company authorized to act as trustee under the laws of the State of New York, as co-Trustee(s) and the last trustee shall appoint at least one such individual or entity as his or her successor(s). Any such appointment of a co-trustee or a successor trustee shall be by written instrument signed and duly acknowledged by the said trustee(s) then serving, and delivered in the manner described in section (a) hereof.

(ii) In the event all of ROBERT, TYLER and CLOE shall be unable to act as Trustees without selecting a successor trustee, then the Grantor's niece, ARIANA GREEN, shall act as Trustee in their place and stead. If appointed to act, ARIANA GREEN shall designate at least one such individual or entity as her successor trustee.

(d) Any Trustee shall be deemed to be physically or mentally incapacitated for purposes of this Trust, whether or not declared legally incompetent, if due to illness or any other

cause a determination is made at any time by said person's primary care physician, or by a physician who has treated the Trustee within one year preceding the date of such signing, or by a licensed psychologist or psychiatrist (hereinafter collectively "physician"), certifying that the Trustee is suffering from diminished capacity that would preclude him or her from conducting his affairs in a competent manner. To be effective, any such determination shall be stated in a writing, duly acknowledged, signed by such physician, and delivered in accordance with the provisions of section (a) hereof.

(i) Any Trustee who has been so deemed to be incapacitated shall be considered to have resigned, and thereafter shall be unable to exercise any of the powers of a Trustee hereunder during such period of incapacity.

(ii) The physician making such determination, or the successor thereto, shall have the right at any later time to make a determination that, for the purpose of this Trust, the said person is no longer incapacitated, in which event notice of such determination shall be stated and delivered in the manner described above, and such person shall thereupon be entitled to the same rights, benefits and privileges under this Agreement as existed prior to such determination of incapacity.

(iii) No right of privacy under HIPAA or any other law shall preclude the making and communication of any determination that such incapacity exists or has ceased to exist, or render such physician liable to the Grantor or any Trustee with respect to the making of any such determination.

(iv) The Grantor, Trustee(s), successor Trustee(s) and any third party shall be entitled to rely on any determination made hereunder by any such physician, and shall be relieved

of any and all liabilities to any person, including the Grantor or his estate, resulting from such reliance.

(e) No Trustee who is also a beneficiary shall have any authority to exercise any power as a Trustee with respect to discretionary distributions of income or principal to, or discretionary allocations between principal and income in favor of, said individual or anyone whom said individual is legally obligated to support.

TENTH:

(a) The Trustees by execution of this Agreement, do hereby agree and consent to act as Trustees hereunder.

(b) No bond shall be required of the Trustees or their successors.

ELEVENTH:

The Trustees may settle their accounts as to any trust hereunder at any time by agreement or judicially. An agreement made with those beneficiaries who are subject to no legal disability and who at the time would be entitled to the principal if the same were then distributable, shall bind all persons, whether or not then in being or of legal capacity, then or thereafter entitled to any principal or income of the trust accounted for, and shall release and discharge the Trustees for their acts and proceedings embraced in the account as effectively as a judicial settlement.

TWELFTH:

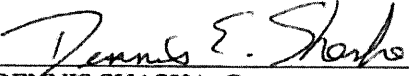
(a) The Grantor declares that this Agreement and each trust created hereunder shall be construed under and regulated by the laws of the State of New York, and that the validity and effect of this Agreement shall be determined in accordance with the laws of that State. This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which shall constitute one and the same instrument.


(b) The Trustee(s) may at any time or from time to time change the assets or the situs of administration of the trust estate or of any separate trust estate being administered hereunder from one jurisdiction to another jurisdiction, and may change the principal place of administration and elect that the law of such other jurisdiction shall thereafter govern the administration of the trust estate to such extent as may be necessary and appropriate. The discretion of the Trustees as to any such change of situs may be exercised for the benefit of the beneficiaries or for the security of the trust estate, and the determination of such Trustees shall be conclusive and binding on all persons interested or claiming to be interested in any trust hereunder.

THIRTEENTH:

Wherever used in this Trust, the word "Trustee" or "Trustees" shall be deemed to include all genders, and at any time that there may be only one Trustee in office, to refer to such Trustee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.



DENNIS SHASHA, Grantor


ROBERT Y. SHASHA, Trustee


KAREN SHASHA, Grantor

STATE OF NEW YORK)
KING)
COUNTY OF NEW YORK)

On the 21 day of OCTOBER in the year 2021 before me, the undersigned, personally appeared DENNIS 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 individual capacity, and that by his signature on the instrument he executed the same.


Signature and Office of
Individual taking Acknowledgment

ANTONIO DEJESUS
Notary Public, State of New York
No. 01DE5639012
Qualified in Kings County
Commission Expires Nov. 12, 2022

TRUST AGREEMENT

DENNIS & KAREN SHASHA FAMILY TRUST

Schedule A

Cash: \$100