

**TRUST AGREEMENT
CREATING THE
MICHAEL STERN REVOCABLE TRUST**

THIS TRUST AGREEMENT (this "Agreement") made as of the 22 day of May, 2015, by and between MICHAEL STERN, as the grantor (the "Grantor") and as the trustee (together with any one or more other persons at any time acting in the capacity of trustee under this Agreement, the "Trustees").

W I T N E S S E T H :

The Grantor desires hereby to create a revocable trust, herein sometimes referred to as the "Trust," to be known as the "MICHAEL STERN REVOCABLE TRUST," or such other name or names as the Trustees may determine from time to time, for his own benefit and for the future benefit of other persons, for the purposes and on the terms and conditions hereinafter set forth. In consideration of the premises and the agreement of the Trustees to accept the Trust, the Grantor has contemporaneously with the execution of this Agreement delivered to the Trustees the sum of Ten Dollars (\$10.00), the receipt of which the Trustees hereby acknowledge.

TO HAVE AND TO HOLD such property, and such additional property, if any, as may be added to the Trust, in accordance with the terms of this Agreement, IN TRUST, NEVERTHELESS, upon the terms and conditions set forth in this Agreement.