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LEATHERWOOD

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LEATHERWOOD, WALKER, TODD & MANN

TRUST AGREEMENT dated October 3<sup>rd</sup> 1961, between

**MAC KAPLAN** (hereinafter referred to in the capacity of donor as the "Donor") and **MAC KAPLAN** (hereinafter referred to in the capacity of trustee as "Trustee") and **YVETTE KAPLAN** and **NATHANIEL V. GREENBERG** (hereinafter collectively referred to as the "First Successor Trustees").

**MAC KAPLAN**, as Trustee, hereby declares that he has received in trust by transfer from himself, as Donor, and that as Trustee he holds the property described in Schedule A attached hereto and made a part hereof, such property and all other property which may hereafter become subject to this Trust to be held by the Trustee and to be managed and disposed of in accordance with the provisions of this Agreement.

ARTICLE I

DISPOSITION OF INCOME AND PRINCIPAL

The Trustee shall hold, manage, invest and reinvest the trust estate and shall collect and receive the interest, income and profits therefrom for the benefit of the Donor's child, **HEIDI ESTHER KAPLAN**, (hereinafter sometimes referred to as the "Beneficiary") upon the following terms:

A. The Trustee may at any time and from time to time during the term of this Trust, distribute to, or expend for the benefit of the Beneficiary, until the Beneficiary shall attain the age of **twenty-five (25)** years, all or any portion of the principal of the trust and the current and accumulated income therefrom, in such amounts and manner as the Trustee shall determine in his discretion to be required for the support, education, maintenance or medical care of the Beneficiary, or to maintain the Beneficiary's accustomed standard of living. Any amount of income which the Trustee shall determine not to distribute to or expend for the benefit of the Beneficiary may be accumulated.