

**The Nonhuman Rights Project, Inc. Trust for Tommy, Kiko, Hercules and Leo**

AGREEMENT made and entered into as of the 15th day of November , 2013, by The Nonhuman Rights Project, Inc. (hereinafter referred to as the “grantor”), at 5195 NW 112<sup>th</sup> Terrace, Coral Springs, Florida 33076, as grantor, by Bradley Goldberg (hereinafter referred to as the “trustee”), residing at 502 Orienta Avenue, Mamaroneck, New York 10543, as trustee, and by Elizabeth Stein (hereinafter referred to as the “enforcer”), residing at 5 Dunhill Road, New Hyde Park, New York 11040, as enforcer.

**WITNESSETH:**

The grantor has granted, assigned and transferred, and does hereby grant, assign and transfer to the trustee hereunder, the property set forth in Schedule A attached hereto, to have and to hold the same, and any moneys, securities and other properties which the trustee may, pursuant to any of the provisions hereof, at any time hereafter hold or acquire (all of which is hereinafter collectively referred to as the “Trust Estate”), **In Trust**, to hold, invest and reinvest the Trust Estate, and to collect and receive the income therefrom and, after deducting the expenses of administering the trust hereby created, to hold and dispose of the income and principal of the Trust Estate as hereinafter provided. This trust shall be known as the **The Nonhuman Rights Project, Inc. Trust for Tommy, Kiko, Hercules and Leo.**

**ARTICLE ONE: Beneficiaries.** The trustee is hereby authorized to expend the income and principal of the Trust Estate for the benefit of any or all of the following domestic animals (hereinafter referred to as the "Beneficiaries"): Tommy, an adult male chimpanzee held captive at 3032 State Highway 30, Gloversville, New York; Kiko, an adult male chimpanzee held captive at 2764 Livingston Avenue, Niagara Falls, New York; and Hercules and Leo, two male chimpanzees used in locomotive research experiments being conducted at the State University of New York at Stony Brook. This trust is being created pursuant to New York Estates, Powers and Trusts Law Section 7-8.1, as amended.

**ARTICLE TWO: Disposition of Income and Principal.**

A. The trustee, in the trustee's discretion, may pay for the care, in whole or in part, of any or all of the Beneficiaries during their life from the income and principal of the Trust Estate, as the trustee determines is necessary and/or beneficial to any or all of the Beneficiaries.

B. Any income accrued but not distributed for the benefit of any or all of the Beneficiaries shall be added to the principal of the trust.

C. The grantor is creating this trust to pay for the care, in whole or in part, of any or all of the Beneficiaries and the trustee does not need to consider the interests of the remainderman. The trustee, in the trustee's discretion, may use all of the Trust Estate for the benefit of any or all of the Beneficiaries so that nothing remains when the trust terminates.

D. This trust shall terminate upon the death of the last remaining beneficiary or upon the revocation of the trust by the grantor in accordance with Article Seven of the trust, whichever comes first. In the event the trust terminates upon the death of the last remaining beneficiary, the property remaining in the Trust Estate, if any, shall be paid to the sanctuary in whose care the

beneficiary has been entrusted, provided such sanctuary is a member of the North American Primate Sanctuary Alliance. If the last remaining beneficiary is not in the care of such a member sanctuary at the time of his death, the property remaining in the Trust Estate, if any, shall be paid to the grantor. In the event the trust terminates due to revocation by the grantor, the property remaining in the Trust Estate, if any, shall be paid to the grantor.

**ARTICLE THREE: Additions to the Trust Estate.** The trustee may, but need not, receive, hold, manage and dispose of as part of the Trust Estate and subject to all of the provisions of this Agreement, any additional cash, securities and other properties which the grantor, or any other person, may hereafter validly transfer or set over to the trustee, as trustee of the trust, with written instructions to hold the same under the terms of this Agreement.

**ARTICLE FOUR: Successor Trustees.**

A. In the event that Bradley Goldberg shall die, resign, fail, or be unable to act as trustee, the Board of Directors of The Nonhuman Rights Project, Inc. shall designate a successor trustee (hereinafter referred to as the "successor trustee"). The successor trustee shall accept such appointment by acknowledged instrument filed with the records of the trust.

B. In the event that the successor trustee shall die, resign, fail, or be unable to act in that capacity, the Board of Directors of The Nonhuman Rights Project, Inc. shall appoint a suitable person to act as the successor trustee. Such person shall accept such appointment by acknowledged instrument filed with the records of the trust.

C. Any and all rights, powers, discretions and duties conferred and imposed under this Agreement upon the trustee are hereby likewise conferred and imposed upon any and all successor trustees.

D. No bond, surety or undertaking of any kind shall be required of the trustee (or successor trustees) in this or any other jurisdiction for the faithful performance of the trustee's duties as such.

**ARTICLE FIVE: Trustee Powers.** In the administration of the Trust Estate, and the trust hereby created, the trustee shall have the full power and authority, not in limitation but in addition to the ordinary powers of trustees:

A. To hold and retain all or any part of the Trust Estate for so long as the trustee may deem advisable;

B. To keep all or any portion of the Trust Estate in cash uninvested for such period or periods of time as the trustee may deem advisable;

C. To invest, reinvest and change the form of investment in the trustee's uncontrolled discretion. In making or retaining investments, the trustee shall be under no obligation to diversify them;

D. To engage attorneys, accountants, agents, custodians, clerks, investment counsel, and such other persons as the trustee may deem advisable in the administration of the Trust Estate, and to make such payments therefore from the Trust Estate as the trustee may deem reasonable, and to delegate any discretion which the trustee may deem advisable;

E. To exercise all of the trustee's powers and authority, including any discretion conferred in this Agreement, after termination of any trust created herein and until the same is fully distributed.

It is the intention of the grantor that the enumeration of specific powers herein shall not be construed in any way to limit or affect the general powers granted herein.

**ARTICLE SIX: Enforcer.** Grantor designates Elizabeth Stein to be the enforcer of the trust (hereinafter referred to as the “enforcer”) who shall have the full power and authority, not in limitation but in addition to the ordinary powers of the enforcer, to enforce the terms of the trust, if necessary. In the event that Elizabeth Stein shall die, resign, fail, or be unable to act in that capacity, the Board of Directors of The Nonhuman Rights Project, Inc. shall appoint a suitable person to act as the successor enforcer. Such person shall accept such appointment by acknowledged instrument filed with the records of the trust. Any and all rights, powers, discretions and duties conferred and imposed under this Agreement upon the enforcer are hereby likewise conferred and imposed upon any and all successor enforcers.

**ARTICLE SEVEN: Trust is Revocable.** The grantor reserves the right, at any time and without the consent or approval of any person, (a) by an instrument signed by the grantor and delivered to the trustee, to revoke the trust hereby created in whole or in part, without the consent of any other person, or (b) by a like instrument signed and acknowledged by the grantor and delivered to the trustee, to amend this agreement, provided that the duties, responsibilities and rate of compensation of the trustee shall not be altered without the trustee’s written consent. The trustee shall be under no duty to inquire into the circumstances surrounding any revocation or amendment (including whether the revocation or amendment was procured by undue influence), except to be satisfied that the grantor is competent to execute the instrument delivered to the trustee.

**ARTICLE EIGHT: New York Law Governs.** The trust hereby established shall be a New York trust and shall be administered in accordance with the laws of said State. This Agreement shall be construed and the validity and effect of the provision hereof shall be determined in accordance with said laws.

**ARTICLE NINE: Language.** As used in this Agreement, words in the masculine, feminine or neuter gender shall be considered to be the appropriate gender as the context and circumstances require and words in the singular or plural shall be considered to be the appropriate number as the context and circumstances require.

**ARTICLE TEN: Acceptance by Trustee and Enforcer.** The trustee and enforcer accept the trust established by this Agreement and agree to execute the same in accordance with its true intent and meaning.

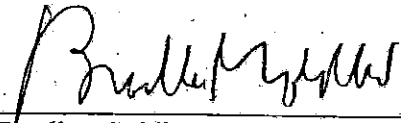
**ARTICLE ELEVEN: Signatures.** The trust may be signed in counterparts. The signatures, and notarization thereof, of the grantor, trustee and enforcer together constitute a valid acknowledgment of the trust.

**Schedule A**

Assets in Trust

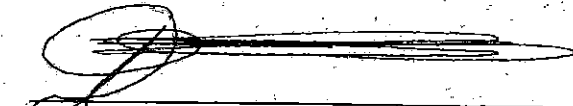
\$5,000 Cash

IN WITNESS WHEREOF, Bradley Goldberg, as trustee, hereunto subscribes his name as of November 15, 2013.

  
Bradley Goldberg, Trustee

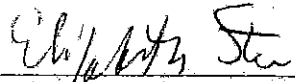
STATE OF NEW YORK  
: ss.:  
COUNTY OF WESTCHESTER

On the 15 day of November, in the year 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared **Bradley Goldberg**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as trustee and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public  
JOHN A. DIONISIO  
Notary Public, State of New York  
Qualified in Westchester County  
No. 01DI4804045  
Commission Expires Sept. 30, 2014



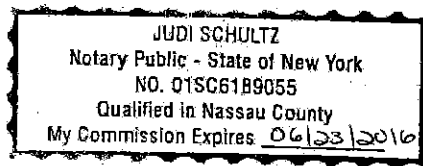
IN WITNESS WHEREOF, Elizabeth Stein, as enforcer, hereunto subscribes her name as of  
November , 2013.

  
Elizabeth Stein, Enforcer

STATE OF New York)  
: ss.:  
COUNTY OF Nassau)

On the 15<sup>th</sup> day of November , in the year 2013, before me, the undersigned, a Notary  
Public in and for said state, personally appeared **Elizabeth Stein**, personally known to me or  
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the within instrument and acknowledged to me that she executed the same in her capacity as  
enforcer and that by her signature on the instrument, the person or the entity upon behalf of  
which the person acted, executed the instrument.

  
Notary Public



IN WITNESS WHEREOF, Steven M. Wise, President of The Nonhuman Rights Project, Inc., as grantor, hereunto subscribes his name as of November 15, 2013.

Steven M. Wise  
Steven M. Wise, President  
The Nonhuman Rights Project, Inc., Grantor

STATE OF Florida,

: ss.:

COUNTY OF Broward,

On the 15 day of November, in the year 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared **Steven M. Wise, President of The Nonhuman Rights Project, Inc.**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as grantor and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Ivy Cantella  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA  
Ivy Cantella  
Commission # EE026837  
Expires: SEP 19, 2014  
BONDED THRU ATLANTIC BONDING CO., INC.  
*PC 9/19/14*