

# **EXHIBIT 5A**

**John Case Estate**

**Receipt and Release**

**(fully scheduled account attached in judicial format)**

SURROGATE'S COURT OF STATE OF NEW YORK  
COUNTY OF DUTCHESS

-----X  
In the Matter of the First and Final Account of BANK OF  
RHINEBECK, as Resigned Trustee, of the Trust under Article  
THIRD of the Last Will and Testament of

**[Fully scheduled account  
attached in judicial format]**

**JOHN CASE**

**RECEIPT AND RELEASE**

Deceased.

File No. 12345

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1. JOHN CASE died a resident of Dutchess County, on October 15, 1996. His will, dated December 10, 1993, the First Codicil thereto, dated December 21, 1993, and the Second Codicil thereto, dated March 8, 1995 (collectively, "decedent's Will" - copy attached as Exhibit "A"), were admitted to probate by the Surrogate's Court of Dutchess County.

a. Letters of Trusteeship were issued on September 27, 1997, to Bigger Trust Company, the Trustee named in decedent's Will. It acted as Trustee continuously since that date through July 28, 2003 (the date of the Court Order approving its resignation as Trustee). Bigger Trust Company accounted non-judicially to the beneficiaries.

b. Letters of Trusteeship were issued on July 28, 2003 to Bank of Rhinebeck as successor Trustee. Bank of Rhinebeck acted as successor Trustee continuously since that date through July 31, 2015 (the date of the Court Order approving its resignation as Trustee and the appointment of First National Bank of Dover Plans as successor Trustee).

2. Article THIRD. A. of decedent's Will gave Six Hundred Thousand Dollars (\$600,000.00) to his Trustees, IN TRUST. Articles THIRD. B. and THIRD. C. of decedent's Will provide:

"B. I direct the Trustee to hold said amount, IN TRUST, to manage, invest and reinvest the same, to

collect the income, and to pay over or apply the net income as follows:

“1. One (1) share of twenty-five percent (25%) to my son, ANDREW CASE, if he survives me, for his life, and at his death, or at my death if he does not survive me, to my grandson, ARTHUR S. CASE, for his life.

“2. Three (3) shares of twenty-five percent (25%) for a total of seventy-five percent (75%) to my daughter, ELLEN CASE JONES, for her life, and at her death, or at my death if she does not survive me, her three (3) shares shall then be paid over, one (1) each, to and for the lives of each of my grandsons, JOHN JONES, MATTHEW JONES and LUKE JONES, who survive me and my daughter, ELLEN CASE JONES.

“C. The beneficial interest in this trust is divided into four, equal, twenty-five percent (25%) shares (a "share" or the "shares"); each share has a pair of primary (parent) and secondary (grandson) life interest holders. At the death of the survivor of each pair of life interest holders, or at my death, if neither of the pair of life interest holders survive me, the trust shall partially terminate as to that share and the principal of the trust represented by that share shall be paid over to New York University, a New York Educational Corporation, having its principal offices at 70 Washington Square South, New York, New York, exclusively for the use of its Law School.”

3. Bank of Rhinebeck ("the Resigned Trustee") is ready and prepared to file a judicial account of its proceedings as Trustee. The undersigned Ellen Case Jones, Andrew Case, John Jones, Matthew Jones, Luke Jones, Arthur S. Case, New York University, and First National Bank of Dover Plains, being all of the persons and entities upon whom service of process would be required

in a proceeding for the judicial settlement of the Account of the Resigned Trustee (all of whom are collectively hereinafter referred to as the "Releasing Parties"), although advised of their rights to a complete and detailed account of the acts and proceedings of the Resigned Trustee and to the judicial settlement thereof, have decided to avoid the expense and delay incident to a judicial accounting and have requested the Resigned Trustee to forego a judicial accounting. The Resigned Trustee has consented thereto upon the condition that the Releasing Parties execute and deliver to the Resigned Trustee an instrument in writing releasing and discharging it, as hereinafter provided.

4. Attached hereto are Schedules of Account in judicial format for the period September 22, 2003 through July 31, 2015 (the "Accounting Period"), wherein are reported fully and completely all of the acts and proceedings of the Resigned Trustee during the Accounting Period.

5. The names, addresses and relationships of all persons and entities interested in the trust who are necessary parties to this Agreement are:

| <u>Name and Address</u>            | <u>Relationship</u>                 | <u>Interest</u>                                  |
|------------------------------------|-------------------------------------|--|
| Ellen Case Jones<br>_____<br>_____ | Daughter                            | Lifetime beneficiary of 75% of income            |
| Andrew Case<br>_____<br>_____      | Son                                 | Lifetime beneficiary of 25% of income            |
| John Jones<br>_____<br>_____       | Grandson; Child of Ellen Case Jones | Contingent lifetime beneficiary of 25% of income |
| Matthew Jones<br>_____<br>_____    | Grandson; Child of Ellen Case Jones | Contingent lifetime beneficiary of 25% of income |
| Luke Jones<br>_____<br>_____       | Grandson; Child of Ellen Case Jones | Contingent lifetime beneficiary of 25% of income |

| <u>Name and Address</u>   | <u>Relationship</u>                  | <u>Interest</u>  |
|---|--------------------------------------|--|
| Arthur S. Case<br>_____<br>_____  | Grandson; Child of<br>Arthur S. Case | Contingent lifetime<br>beneficiary of 25% of<br>income |
| New York University<br>70 Washington Square<br>New York, NY 10012               | None                                 | Remainderman   |
| First National Bank of Dover Plains<br>Route 22<br>Dover Plains, New York 12522 | None                                 | Successor Trustee                                      |

All of the above named persons are of full age and sound mind, and not under a disability.

**NOW, THEREFORE**, in consideration of the premises, the Releasing Parties do hereby:

A. Acknowledge that they have examined, to the extent they deem it necessary and advisable, the Schedules of Account of the Resigned Trustee for the Accounting Period, and they hereby ratify, confirm and approve all of the acts and proceedings of the Resigned Trustee set forth therein, and expressly waive any rights to enforce a judicial settlement of the Account of the Resigned Trustee, it being their intention that this instrument shall be binding on them and any and all other interested parties and as conclusive as though an Account had been prepared, settled and allowed by decree of a court of competent jurisdiction, and they further waive the issuance and service of any order to show cause or other process in any proceeding for the settlement of the Account of the Resigned Trustee and consent to the entry of a decree settling the Resigned Trustee's Account without further notice to them.

B. Approve payment of the unpaid expenses as set forth in Schedule C-1, being

payments of (i) \$6,000 to Local CPAs, PC, for preparation of the final accounting of the Resigned Trustee, (ii) \$4,750 to Law Firm, for legal fees in connection with the judicial resignation of the Resigned Trustee and the judicial appointment of First National Bank of Dover Plains, as successor Trustee, and (iii) \$571.45 to Bank of Rhinebeck, for principal paying commissions, and approve payment of \$ \_\_\_\_\_ to the Resigned Trustee, for pro-rated annual commissions for 2015, as calculated in Exhibit "B" attached hereto (payable \$ \_\_\_\_ from principal and \$ \_\_\_\_\_ from income).

C. After payment of the amount set forth in Paragraph B, agree that the acceptance by First National Bank of Dover Plains, as successor Trustee, of the balance of the assets of the trust, shall be in full payment and satisfaction of all the property of the trust to which the Successor Trustee may be entitled.

D. Release and forever discharge the Resigned Trustee from all and every liability, responsibility or accountability of any nature whatsoever concerning any matter or thing relating to or arising from the Trust or the investment, management or administration thereof, during the Accounting Period; and ratify and approve the acts, transactions and omission (if any) of the Resigned Trustee in the investment, management and administration of the Trust through the closing date of the Accounting Period.

E. Agree that this instrument and all of its provisions shall bind each of them and their respective personal representatives, successors and assigns.

F. This agreement may be executed in counterparts, each of which shall be deemed to be an original of this agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ACCOUNTING PARTY AND RESIGNED  
TRUSTEE**

**BANK OF RHINEBECK**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**RELEASING PARTY**

\_\_\_\_\_  
**ELLEN CASE JONES**

\_\_\_\_\_  
**ANDREW CASE**

\_\_\_\_\_  
**JOHN JONES**

\_\_\_\_\_  
**MATTHEW JONES**

\_\_\_\_\_  
**LUKE JONES**

\_\_\_\_\_  
**ARTHUR S. CASE**

**FIRST NATIONAL BANK OF DOVER PLAINS  
SUCCESSOR TRUSTEE**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**NEW YORK UNIVERSITY**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**[Acknowledgments]**