

# **EXHIBIT 16**

**ASSIGNMENT AND AMENDMENT AGREEMENT**

THIS ASSIGNMENT AND AMENDMENT AGREEMENT (this "Agreement"), dated as of July 31, 2015, is entered into by and between the Estate of H. Seymour Weinstein (the "Assignor"), and H. Seymour Weinstein Trust u/a/d 07/21/06, as amended f/b/o Suzin Rubin and Descendants, Darren M. Wallace, Trustee (the "Assignee").

WHEREAS, the Assignor owns a 50% membership interest (the "Transferred Interest") in Weinstein Family Services of New York LLC, a New York limited liability company (the "Company"); and

WHEREAS, the Assignor desires to convey, transfer and assign the Transferred Interest to the Assignee and the Assignee desires to accept the Transferred Interest.

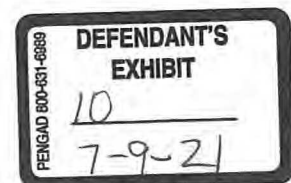
NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment of Transferred Interest. The Assignor conveys, transfers and assigns the Transferred Interest to the Assignee. This assignment includes the right to participate in the Company's income or losses, distributions, the capital account of the Assignor, and any and all other rights, benefits and obligations to which a member of the Company may be entitled and for which a member of the Company may become obligated, including the right to become a member of the Company; provided, however, that the Assignee shall be admitted as a member of the Company in compliance with the operating agreement of the Company, dated as of July 14, 2000 (the "Operating Agreement"). Pending such admission, the Assignor shall retain voting control over the Transferred Interest.

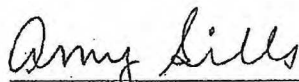
2. Acceptance of Transferred Interest. The Assignee accepts the assignment of the Transferred Interest and agrees to become a member of the Company. The Assignee hereby ratifies and agrees to be bound by all the terms and conditions of the Operating Agreement. The Assignee agrees to pay all costs incurred by the Company incidental to the admission of the Assignee as a member of the Company.

3. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to conflict of law principles. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which together shall constitute the same instrument.

[Signature Page Follows]

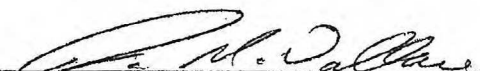


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first written above.



AMY SILLS, co-executor of the Estate of H. SEYMOUR WEINSTEIN


SUZIN RUBIN, co-executor of the Estate of H. SEYMOUR WEINSTEIN



DARREN M. WALLACE, Trustee of the H. SEYMOUR WEINSTEIN Trust u/a/d 07/21/06, as amended f/b/o Suzin Rubin and Descendants

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first written above.

\_\_\_\_\_  
AMY SILLS, co-executor of the Estate of H.  
SEYMOUR WEINSTEIN

  
\_\_\_\_\_  
SUZIN RUBIN, co-executor of the Estate of  
H. SEYMOUR WEINSTEIN

\_\_\_\_\_  
DARREN M. WALLACE, Trustee of the H.  
SEYMOUR WEINSTEIN Trust u/a/d  
07/21/06, as amended f/b/o Suzin Rubin and  
Descendants

**FILED: KINGS COUNTY CLERK 01/18/2022 04:10 PM**

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