

CLOE 2011 TRUST

McLAUGHLIN & STERN, LLP  
260 Madison Avenue  
New York, New York 10016

CLOE 2011 TRUST

THIS AGREEMENT made as of the 22<sup>ND</sup> day of JUNE, 2011, between ALFRED A. SHASHA (the "Nominal Grantor"), and ALFRED A. SHASHA and DENNIS E. SHASHA (the "Trustees").

WITNESSETH:

WHEREAS, the Nominal Grantor, acting on behalf of his granddaughter, CLOE SHASHA ("CLOE"), in his capacity as the custodian of certain of CLOE's property, intends to create a trust of the property hereinafter specified for the benefit of CLOE.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the Nominal Grantor, acting on behalf of CLOE, hereby transfers and delivers to the Trustees the property set forth in the Schedule hereto annexed,

TO HAVE AND TO HOLD such property and any other property that the Trustees may hereafter at any time hold or acquire hereunder (the "trust estate") IN TRUST, for the following uses and purposes and subject to the terms and conditions hereinafter set forth:

ARTICLE FIRST: NAME OF TRUST

This trust shall be known as the "CLOE 2011 TRUST."



ARTICLE SECOND: PROVISIONS FOR CLOE

The Trustees shall receive, hold, manage, invest, and reinvest the Trust Estate and shall collect and receive the interest, income, profits and proceeds therefrom for CLOE's benefit upon the following terms:

A. Until complete distribution of the Trust Estate, the Trustees (other than the Nominal Grantor) may pay to or apply for the benefit of CLOE, so much of the principal and/or income of the trust, even to the extent of all or none, at such time and from time to time, and in such amounts and manner as said Trustees, in said Trustees' absolute discretion, shall determine. Any amounts of income which said Trustees shall determine not to distribute to CLOE or expend for his benefit shall be accumulated.

B. When CLOE reaches age 31, the Trustees shall distribute to CLOE the entire Trust Estate then held hereunder, both principal and income, and this trust shall terminate.

C. If CLOE shall die prior to the complete distribution of the Trust Estate, after making any payment required by Article FOURTH of this Agreement, the Trustees shall distribute the then remaining principal and any accrued and undistributed income of the trust to such person or persons, including CLOE's estate, his creditors and the creditors of his estate, outright or in further trust, as CLOE shall by Will appoint, provided this power of appointment is specifically referred to by the terms of such Will. In default of the exercise of such power of appointment, or to the extent that the same shall not be effectively exercised, the Trustees shall, subject to the provisions of Article THIRD hereof, pay over and distribute the then remaining principal and any accrued and undistributed income of the trust to such of CLOE's issue who survive CLOE, *per stirpes*, or, in default of such issue, to such of the other issue of CLOE's parents who survive CLOE, *per stirpes*, or in default of such issue, in equal shares to such of the

Nominal Grantor's other grandchildren who survive CLOE; provided, however, that if any share of the Trust Estate would become distributable to a grandchild of the Nominal Grantor for whom a trust created by him is then being administered with terms substantially similar to the terms of this Agreement, such share shall instead be distributed to the Trustees of such trust to be held, administered and distributed as a part thereof.

### ARTICLE THIRD: PROVISIONS FOR MINORS

Subject to the provisions of Article SECOND, if, at any time following the death of CLOE, any share of the Trust Estate becomes distributable to a beneficiary who has not reached age 21, then such share shall immediately vest in the beneficiary, but the Trustees, in their discretion, may hold and/or distribute such share as follows:

A. The Trustees may pay over such share to a custodian for the beneficiary under a Uniform Gifts or Transfers to Minors Act. If payment is made to a custodian, the custodian may be appointed by the Trustees (and the Trustees may appoint one or more of themselves as custodian), and the custodianship shall continue for the maximum period allowable under the applicable Uniform Act.

B. The Trustees may retain possession of such share during the period in which the beneficiary is under age 21. If the share is retained by the Trustees, then during such retention, the Trustees shall invest and reinvest the same and shall use and expend so much of the net income and principal of each such share as the Trustees, in the Trustees' absolute discretion, shall deem appropriate for such beneficiary's reasonable care, maintenance, support and education. Such payments may be made to the legal guardian, or to the person with whom such beneficiary resides, or directly to him or her, or otherwise, as the Trustees may from time to time

deem advisable, and the Trustees shall accumulate for the benefit of such beneficiary any income not so applied or paid. When such beneficiary reaches age 21, the entire amount then held for him or her shall be distributed to him or her, and in the case of the death of such beneficiary prior thereto, shall be distributed to his or her estate.

#### ARTICLE FOURTH: PAYMENT OF DEATH TAXES.

If the trust under Article SECOND shall terminate upon CLOE's death, then the Trustees shall pay to or for the account of the legal representative of CLOE's estate, or directly to the taxing authorities involved, the amount by which all federal and/or State estate and/or inheritance taxes due at CLOE's death, if any, including interest and also penalties not caused by negligence or bad faith, are increased because of the inclusion of any trust assets in CLOE's gross estate for death tax purposes; provided, however, that the benefit of any deduction in tax attributable to trust property qualifying for the marital or charitable deduction shall inure to the recipient of such property.

#### ARTICLE FIFTH: TRUST ADMINISTRATION

A. Spendthrift Provision. No beneficiary of any trust created hereunder shall have the right or power, without the written consent of the Trustees, to anticipate by promise, assignment, pledge or otherwise, the receipt of any income or principal thereof; nor shall such income or principal, while in the possession of the Trustees be liable for, or subject to, such beneficiary's debts, contracts, obligations, liabilities, or torts.



B. Application of Property for Beneficiary. The Trustees may make payments for a beneficiary's benefit directly to such beneficiary, or to the guardian of the person of such beneficiary, or by direct payment of expenses incurred for such beneficiary's benefit.

C. Definitions: "Issue," "Descendants," "Code," and "Per Stirpes".

1. The terms "issue" and "descendant," used anywhere in this Agreement, shall mean child, grandchild, great-grandchild, etc., whether so related by blood or legal adoption, and also including any of the aforesaid born or adopted after the signing of this Trust Agreement. A person in gestation who is later born alive shall be considered a person in being. A person born more than twelve (12) months after the death of either of such person's parents and the issue of such person shall be excluded from the definition of "issue" and "descendant."

2. All references to the "Code" shall mean the Internal Revenue Code of 1986, or any successor Code, as the same may be amended from time to time.

3. Upon the occurrence of an event which requires a distribution or division of property to be determined with respect to an individual's issue "*per stirpes*" hereunder, such distribution or division shall be determined by dividing the property into equal shares with respect to such individual's children who survived the specified measuring life or termination date or who have died leaving issue who survived the specified measuring life or termination date, and any share determined with respect to a deceased descendant of such individual shall be similarly divided with respect to the children of that deceased descendant who survived the specified measuring life or termination date or who have died leaving issue who survived the specified measuring life or termination date.

D. Situs and Governing Law. This trust has been accepted by the Trustees and will be administered in accordance with the laws of the State of New York, and its validity,

construction and all rights thereunder shall be governed by the laws of the State of New York. If at any time, in the opinion of the Trustees, it is in CLOE's best interest for the situs of such trust to be located in a jurisdiction other than the one in which the trust is administered at the time, the Trustees may remove the trust situs (and to the extent necessary or appropriate, the trust assets) to such other jurisdiction. The Trustees may elect that the law of such other jurisdiction shall govern the trust to the extent necessary or appropriate under the circumstances.

E. Severability. If any provision of this Trust Agreement, or the application of such provision to any person or circumstance, shall be held invalid or unenforceable, the remainder of this trust, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

F. Competency of Individual Trustees.

1. Any individual Trustee serving hereunder shall be deemed to have resigned as Trustee for purposes of this Trust Agreement:

a. Upon a determination by two physicians, one of whom shall be the attending physician, if possible, of such Trustee, as to the inability of such Trustee, by reason of illness or accident, or for any other reason, to direct the disposition of the income or the principal of the Trust Estate and upon acceptance of such determination by the respective spouse of such Trustee, or if there is no spouse who is then living and able to act, by a majority of the then living adult children of such Trustee; or

b. Upon a determination of incompetence by a court of competent jurisdiction.

2. Any individual Trustee may be determined at any time by either of the procedures set forth above to be no longer incapacitated.



3. Each Trustee who agrees to serve hereunder waives all provisions of law relating to disclosure of confidential medical information insofar as that disclosure pertains to a determination as to whether such Trustee is incapacitated for purposes of this Trust Agreement.

4. No Trustee shall be liable for failure to institute an inquiry into the possible incapacity of any other Trustee serving hereunder, but the expense of any such inquiry reasonably instituted may be paid from trust assets.

G. Virtual Representation. Unless contrary to law, in any proceeding relating to any trust under this Trust Agreement, service of process upon any person under a disability shall not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability.

#### ARTICLE SIXTH: TRUSTEES

A. Trustees and Successor Trustees.

1. If ALFRED A. SHASHA shall fail or cease to serve as Trustee, the remaining Trustee may serve alone. If DENNIS E. SHASHA fails or ceases to serve as Trustees hereunder, ROBERT Y. SHASHA and CAROL S. GREEN, and the survivor of them, shall act as Trustees hereunder. In the event there is no Trustee in office (or no Trustee other than ALFRED A. SHASHA) and no successor effectively appointed pursuant to the foregoing provisions, CLOE shall have the right to appoint a successor Trustee to administer the trust (if CLOE is a minor or incapacitated, such power may be exercised by the Nominal Grantor); provided, however, that in no event shall the Nominal Grantor or CLOE be named or serve as successor Trustee.



2. The individual Trustees serving hereunder (acting unanimously, if more than one individual Trustee is then serving) shall have the power to appoint an individual to serve as co-Trustees; provided, however, that there shall never be more than three (3) Trustees serving hereunder.

3. Any appointment of a successor Trustee or a Co-Trustee and any removal of a Trustee shall be in writing, signed by the person appointing or removing such Trustee, and it shall state the time or event upon which the appointment or removal shall become effective. If no Co-Trustee is then serving, any such removal of a Trustee shall take effect upon the later of the date specified in the instrument or the qualification of a successor Trustee.

4. Upon the determination that any Trustee hereunder is incapacitated as defined in paragraph F of Article SIXTH of this Agreement, such Trustee shall be deemed to have resigned as Trustee hereunder.

B. Serve Without Bond. No Trustee hereunder shall be required to enter any bond or other security for the faithful performance of his or her duty as such.

C. Exoneration from Liability. Except for willful default or gross negligence, no Trustee shall be liable for any act, omission, loss, damage, or expense arising from the performance of his, her or their duties under this Trust Agreement.

D. Power to Resign. Any Trustee acting hereunder may resign at any time without court application or approval by an instrument in writing, signed by such Trustee, and delivered to the successor Trustee with notice to the Nominal Grantor (or if the Nominal Grantor, is not then living, CLOE). If no Co-Trustee is then serving, such resignation shall take effect upon the later of the date specified in the instrument or the qualification of a successor Trustee.

E. Trustees. Every successor Trustee shall have all title, powers and discretion herein given to the Trustee succeeded, without act of conveyance or transfer.

F. To Exercise Powers Without Order of Court. The Trustees shall not be required to obtain the order or approval of any court in the exercise of any power or discretion herein given.

G. General Authority of Trustees. No person or corporation dealing with the Trustees in any transaction affecting the Trust Estate shall be required to inquire or investigate into his or her authority for entering into such transaction, or to see the application made by the Trustees of the proceeds of any such transaction.

H. Powers to Continue Until Property Distributed. All of the rights, duties, powers, authorities, and immunities given to the Trustees by this Agreement shall continue after termination of the trust created herein, and until the Trustees shall have made actual distribution of all property held by the Trustees hereunder.

I. Limitation on Trustees' Powers. 1. Notwithstanding any other provision of this Trust Agreement to the contrary, no individual Trustee shall participate in the decision to exercise any discretionary power relating to:

- a. Any distribution of trust property to such Trustee as a beneficiary;
- b. Any distribution of trust property that would discharge a legal obligation of support of such Trustee;
- c. Any distribution of trust property that would constitute a taxable gift by such Trustee, if such Trustee were to so participate;
- d. Any distribution with respect to trust property having passed to the trust as a result of such Trustee's qualified disclaimer (as defined in Section 2518 of the Code).



2. For the purposes of this Trust Agreement, a power to distribute property limited by an ascertainable standard within the meaning of Sections 2041 and 2514 of the Code is not a "discretionary" power.

3. If, as a result of the foregoing provisions of this paragraph K, there is no Trustees acting hereunder empowered to make a decision, the Trustees are authorized to appoint (by unanimous agreement, if more than one Trustees is then serving) an independent individual or a bank or trust company to serve as co-Trustees.

J. Power to Delegate. Subject to the provisions of paragraph H of this Article SIXTH, any Trustees acting hereunder may delegate, at any time or from time to time, any or all of his or her rights, powers, duties, and authority to any other Trustees acting hereunder; provided, however, that any such delegating instrument shall be revocable at any time.

K. Legal Counsel. The Trustees may consult with legal counsel (who may be counsel for the Trustees) with respect to the construction of the Trust Agreement or the Trustees' duties thereunder, or with respect to any legal proceeding or any question of law involving the Trust Agreement, and shall be fully protected with respect to any action taken or omitted by the Trustees in good faith pursuant to the advice of such counsel.

L. Signature of One Trustees to Suffice. The signature of any one of the Trustees if more than one Trustee is serving hereunder, shall be sufficient in exercising any of the powers referred to in this Trust Agreement, and the signature of any one of the Trustees shall be sufficient when endorsing or otherwise negotiating any checks, stock certificates, shares of investment trusts, stock or bond powers, or any of the other assets that may be held in the Trust Estate from time to time. Any person or corporation shall be entitled to rely on such signature without need to inquire into the Trustee's authority to so sign and shall not be liable for any loss,

damage or expense arising from such reliance. The provisions of this Section are included for ease of administration only and do not relieve any Trustees hereunder of his or her duty to obtain the consent or concurrence of any other Trustees to any proposed action or in any other way alter or expand any of their powers and discretions hereunder.

M. "Trustee" and "Trustees" Used Interchangeably. The words "Trustee" and "Trustees," as used herein, and all pronouns and verbs used in connection therewith, shall include the singular, the plural, the masculine, the feminine and the neuter.

#### ARTICLE SEVENTH: POWERS OF TRUSTEES

In the administration of the trust established herein, the Trustees shall have the following powers, duties and discretions, in addition to those now or hereafter conferred by law, to be exercised in their absolute discretion in any capacity without authorization by any court; provided, however, that all such powers shall be exercised only in a fiduciary capacity and only in manner which does not enlarge or shift any of the beneficial interests of any trust hereunder:

A. Original Property: To retain and hold any of the original property received from the Grantor at any time, or from any estate, regardless of the character of such property, or whether it is such as then would be authorized by law for investment by Trustees when it becomes a part of the trust, and to retain it as part of the trust, whether it leaves a disproportionately large part of the trust invested in one type of property, for such time as they shall deem best, and to dispose of such property by sale, exchange, or otherwise, as and when they shall deem advisable.

B. Invest in Property: To invest and reinvest the funds of the trust in property of any kind, real, personal or mixed, and including but not limited to stocks, bonds, commodities, precious metals, mutual funds, common trust funds, coins and currency, domestic or foreign, by any method including but not limited to puts, calls, strips, straddles, short sales, futures, margin or by the exercise of options of any sort irrespective of any statute, case, rule, or custom limiting the investment of trust funds, and to retain the same for such periods of time as they shall deem advisable.



C. Broad Power to Sell Property: To sell property for cash or on time without an order of the court, and at such times and upon such terms and conditions as they shall deem best; and the purchaser shall not be under any duty to follow the proceeds of such sale.

D. General Power to Borrow: To borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals, and security as to them shall seem advisable, including the power to borrow from themselves, and to mortgage or pledge such portion of the trust as may be required to secure any loan or loans, and as makers or endorsers to renew existing loans.

E. Power to Handle Mortgages, Etc.: To consent to the subordination, modification, renewal, or extension of any debenture, note, bond, mortgage, open account indebtedness, or other obligation, whether or not secured or evidenced by any writing, or of any other term or provision thereof, or of any guarantee thereof, or to the release of such guarantee; to foreclose mortgages and bid on property under foreclosure, or to take title to property by conveyances in lieu of foreclosure, either with or without payment of consideration; to continue mortgage investments after maturity, either with or without renewal or extension, upon such terms and condition as they shall deem advisable; to release obligors on bonds secured by mortgages, or obligors on other obligations, or to refrain from instituting suits or actions against such obligors for deficiencies; and to use such part of the property held by them as they shall deem advisable for the protection of any investment in real or personal property, or any investment in any mortgage or pledge on real or personal property.

F. Power to Hold Cash: To hold all or any part of the Trust Estate uninvested for such period of time as they shall deem advisable.

G. Power to Manage or Dispose of Real Property: To manage, maintain, improve, develop, lease for any term (whether or not extending beyond the terms of the trusts created herein, or the term fixed by any law), mortgage, subdivide, partition, or otherwise dispose of any real or personal property, or any interest therein; to make alterations in any buildings located on such property; or to demolish the same; to construct new buildings, all in such manner and upon such terms and conditions as they shall deem advisable; and to enter into contracts with respect to any of the foregoing.

H. General Power to Hold Property in Anyone's Name: To hold any and all stocks, bonds, notes, mortgages, or other property in bearer form, in their own names, jointly or severally, in the Nominal Grantor's name, in the name of their duly appointed nominee, with or without disclosing the fiduciary relationship, and their liability shall be neither increased nor decreased thereby.

I. Voting of Stock: To refrain from voting or to vote shares of stock owned by the trust at stockholders' meetings, in person, or by special, limited, or general proxy, with or without power of substitution, as they shall deem best; and to deposit any stocks or other securities with any committee, voting trust or similar organization that may be formed to represent, or to protect the interests of, holders of such stocks or other securities.



J. General Power to Exercise Stock Options and Privileges: To exercise all options, rights, and privileges to convert stocks, bonds, notes, mortgages, or other property; to subscribe for additional or other stocks, bonds, notes, mortgages, or other property; and to make such conversions and subscriptions and to make payments thereof, and to hold such stocks, bonds, notes, mortgages, or other property so acquired as investments of the trust.

K. Power to Grant Options: To grant options at such times, in such manner, and upon such terms and conditions as they shall deem advisable in connection with the exercise of any of the rights, duties, powers and authority given to them by this Trust Agreement.

M. Power to Serve Corporations the Stock of Which is Held by the Trustees: To act as such officer or director of any corporation in which the trusts may own stock or other securities and receive compensation therefor in the same manner as if he or she were not a Trustees hereunder.

N. Settlement of Claims: To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the trust as they shall deem best, and their decision shall be conclusive.

O. Power to Abandon Property: To abandon any property, real or personal, which they may deem to be worthless or not of sufficient value to warrant keeping or protecting; to abstain from payment of taxes, liens, water-rents, assessments, repairs, maintenance, or upkeep of any such property; to permit any such property to be lost by tax sale or other proceedings; or to convey any such property for a nominal consideration, or without consideration .

P. To Divide and Distribute: To make distributions in cash or in kind, or partly in each; to allocate particular assets or portions thereof or undivided interests therein to any one or more of the beneficiaries hereunder, even if one or more shares be composed in whole or in part of property different in kind from that of any other share, without taking into account the income tax bases of such assets.

Q. Employ Agents, Etc.: To employ agents, attorneys, custodians, accountants, auditors, investment counselors, other experts, depositories, and proxies with or without discretionary power, and whether or not such persons may be serving as Trustees hereunder.

R. Determination of Income, Net Income, and Corpus and Allocation of Receipts and Disbursements: To determine, in their sole discretion, what is income or corpus of the trust and what is income and net income; and to determine the manner in which expenses are to be charged and the manner in which receipts are to be credited as between income and principal; provided, however, that this power cannot be exercised in any manner which would depart fundamentally from concepts of local law or which would shift any of the beneficial interests in the trust.



S. Transactions with Other Trustees: To enter into any transaction authorized by this Trust Agreement, or by law, with the Trustees or legal representative of any other trust or estate in which any beneficiary hereunder has a beneficial interest, even though any such Trustees or legal representative is also a Trustees hereunder.

T. Execution of Instruments: To execute and deliver any written instrument which they may deem advisable to carry out any power granted to them; and all persons shall be fully protected in relying upon the power of said Trustees to execute every such instrument, and no one shall be obligated to see to the application by them of any money or property received by them pursuant to the execution and delivery of any such instrument.

U. Authority to Postpone and Compromise Tax Payments: To arrange for extensions of time for the payment of estate and inheritance taxes where payable from the Trust Estate; to postpone the payment of such taxes upon future interests until the time possession thereof accrues to the beneficiary or beneficiaries; and to compromise any tax assessed against the trust. All such decisions shall be subject only to the discretion of the Trustees.

V. Power to Determine Distributees: To determine who are the distributees of any trust created herein, and in so doing act upon such information as on reasonable inquiry they may deem reliable with respect to heirship, relationship, survivorship, identity, or any other fact relating to such distributees.

W. Authority to Delegate Investment Power: To delegate to one or more of the Trustees then acting, or to investment counsel employed by them, full power and authority to direct the investment of funds of the Trust Estate. Every such delegation shall be in writing delivered to the delegate or delegates, and shall remain effective for the time therein specified or until earlier revocation by a further writing similarly delivered. In making any such investment or reinvestment pursuant to such delegation, the delegates shall not be required to obtain the consent or signature of the Trustees during the time such delegation is effective, and everyone dealing with the Trustees or the delegates shall be absolutely protected in relying upon the certification of the Trustees as to the extent of the delegate's authority.

X. Power to Establish Reserves: To deduct from the income of the trust reserves for taxes, assessments, insurance, repairs, depreciation, obsolescence, depletion, maintenance and other anticipated expenses and to allocate such deduction between the trust and the beneficiaries in such manner as they shall deem proper; and, whenever required to make a distribution or transfer of all or a part of the trust assets, to retain therefrom assets sufficient in their judgment to cover any liability which may then or later be imposed upon them, including but not limited to their liability for estate, inheritance, income, or other taxes, until such liability shall have been finally determined.

Y. Insurance: To insure the assets of the trust against damage or loss and themselves against liability with respect to third persons.

Z. Fluctuation in Assets: The Trustees shall not be required to make any provision on account of the diminution or increase in value of any securities or investments at any time constituting a part of any trust hereby established, or for depreciation in respect of any tangible property, or for the purpose of amortizing or making good any amounts paid in premiums on the purchase of securities or any other property.

AA. Make Tax Elections: To make any tax election permitted by any tax law, and to file any tax return. There shall be no adjustment of interests because of any such election or return.

#### ARTICLE EIGHTH: TRUST IS IRREVOCABLE

The trust shall be irrevocable, and the Nominal Grantor hereby expressly acknowledges that he shall not have any right or power, whether alone or in conjunction with others, and whether in a fiduciary capacity or as an individual, in whatever capacity, to alter, amend, revoke, or terminate the trust, or any of the terms of this agreement, in whole or in part, or to designate the persons who shall possess or enjoy the trust property, or the income therefrom.




ARTICLE ELEVENTH: TRUSTEES' ACCEPTANCE OF TRUST

The Trustees does hereby accept this trust upon the terms set forth in this Trust Agreement.

IN WITNESS WHEREOF the Nominal Grantor and the Trustees have executed this instrument as of the date and year first above written.

AAS ✓   
\_\_\_\_\_  
ALFRED A. SHASHA, Nominal Grantor

AAS ✓   
\_\_\_\_\_  
ALFRED A. SHASHA, Trustee

DES ✓   
\_\_\_\_\_  
DENNIS E. SHASHA, Trustee

STATE OF NEW YORK )  
WESTCHESTER : ss.:  
COUNTY OF ~~NEW YORK~~ )

On the 22<sup>ND</sup> day of JUNE, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared ALFRED A. SHASHA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Pamela Giambalvo  
Notary Public

PAMELA GIAMBALVO  
Notary Public, State of New York  
No. 01G16043447  
Qualified in Westchester County  
Commission Expires 06-19-20 14

STATE OF NEW YORK )  
WESTCHESTER : ss.:  
COUNTY OF ~~NEW YORK~~ )

On the 22<sup>ND</sup> day of JUNE, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared DENNIS E. SHASHA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Pamela Giambalvo  
Notary Public

PAMELA GIAMBALVO  
Notary Public, State of New York  
No. 01G16043447  
Qualified in Westchester County  
Commission Expires 06-19-20 14



CLOE 2011 TRUST

Schedule A

Cash ..... \$10