

THE DENNIS SHASHA AND KAREN SHASHA 2006 IRREVOCABLE TRUST

TRUST AGREEMENT made this 26 day of JUNE, 2006, between DENNIS SHASHA and KAREN SHASHA (hereinafter called the "Grantors"), and ALFRED SHASHA (together with any successor trustee or co-trustee, hereinafter called the "Trustee").

FIRST: CREATION OF TRUST AND ADDITIONS THERETO

A. The Grantors, desiring to create a trust for the benefit of their issue and for other good and valuable consideration, hereby irrevocably assign to the Trustee the property listed on Schedule A, attached hereto and made a part hereof, including in the case of any group term insurance, all replacement and renewal policies, in trust for the purposes and on the conditions hereinafter stated. Said property, together with such additional property and policies of life insurance as the Grantors or any other person may hereafter assign and deliver or bequeath to the Trustee, shall constitute the Trust Estate and shall be held and distributed as hereinafter set forth.

B. The Trustee may receive any other real or personal property from the Grantors or from any other person or persons, by lifetime gift, under a Will or Trust or from any other source. Such property shall be held and managed by the Trustee subject to the terms of this trust for the uses and in the manner set forth herein.

SECOND: LIFE INSURANCE POLICIES AND PROCEEDS OF POLICIES

The following provisions apply to life insurance policies held by the trust and the proceeds of such policies:

A. The Trustee shall be the absolute owner of all policies of insurance held by the trust and of every incident of ownership of them. The Trustee may exercise all of the benefits, options, and privileges which belong to absolute owners of the policies. This includes, without limitation, the right (1) to change the beneficiary under any policy, (2) to sell or assign

any policy, (3) to borrow money on any policy, (4) to hypothecate any policy to secure any loan (5) to repay any loan, (6) to receive any dividends on any policy, (7) to apply any dividends under any option available, (8) to surrender any policy for cash or for its paid-up value or for extended term insurance, and (9) to receive all payments of any amounts on any policy which may be made during the insured's lifetime or after the insured's death. The Trustee may, in the Trustee's absolute discretion, exercise or decline to exercise any benefit, option, or privilege available under any policy. If the Trustee shall determine to exercise any benefit, option, or privilege, the Trustee may do so as he or she, in his or her absolute discretion, shall consider to be in the best interest of the beneficiaries under this Agreement. The Trustee shall not be liable or accountable to anyone for the exercise or nonexercise of any benefit, option, or privilege. The Grantors hereby relinquish all rights and powers in such policies which are not assignable and will, at the request of the Trustee, execute all other instruments reasonably required to effectuate this relinquishment.

B. The Trustee shall be under no duty (1) to pay any premiums, dues, assessments, and other charges which may become due on any policy, (2) to see that any payment is made by anyone else, (3) to notify the insured that any payment is or will become due, or (4) to forward any premium notice to the insured. The Trustee shall not be liable to anyone if any premiums, dues, assessments, or other charges are not paid. However, the Trustee may use the principal of the trust and the dividends on any policy held hereunder (but not current income or income added to principal) to pay premiums, dues, assessments, or other charges. The Trustee shall be responsible for the proceeds of any policy only if and when the Trustee collects them. The Trustee shall not be liable if, for any reason, any policy lapses or otherwise becomes uncollectible. The insured will not be considered, because of this Agreement, to have entered into any covenant to keep any policy in force.

C. Upon the death of the survivor of the Grantors, the proceeds of all insurance policies on their lives which are then subject to this Agreement shall be collected by the Trustee and shall be held by the Trustee in trust and upon the trusts, purposes, and conditions

hereinafter set forth. The Trustee shall have full authority to take any action in regard to the collection that the Trustee shall deem best and to pay the expense thereof out of the Trust Estate, but the Trustee shall not be required to enter into or maintain any litigation to enforce payment of such policies until they shall have been indemnified to the Trustee's satisfaction against all expenses and liabilities to which they might in their judgment be subjected by reason of any such action on their part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, that the Trustee may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittance in full discharge of all their liabilities under such policies.

D. No insurance company whose policy or policies shall be deposited hereunder and who shall make payment of the proceeds thereof to the Trustee shall be required to inquire into or take notice of any of the provisions of the proceeds of such policies. The receipt of the Trustee to any such insurance company shall be effective to release and discharge it for any payment so made and shall be binding upon every beneficiary of the trusts hereby created.

THIRD: TRUST DURING GRANTORS' LIFETIMES

During the lifetime of the Grantors and the survivor of them (hereinafter the "Surviving Grantor"), the Trustee shall administer and dispose of the trust as follows:

A. Common Fund for Children and Issue. The Trustee may pay, from time to time, the net income and principal of the trust in such proportions and amounts as the Trustee, in the Trustee's absolute discretion, shall determine to or for the benefit of the issue of the Grantors' marriage living from time to time; provided, however, that the Trustee shall not make any payment to or for the benefit of any beneficiary which would have the effect of relieving the Grantors or either of them of any legal obligation, including a legal obligation to support that beneficiary. The Trustee need not treat all of the possible beneficiaries equally. To avoid any uncertainty, the Grantors declare that it is their intention under this provision, and they so direct, that some of the beneficiaries may be wholly excluded from any or all of the distributions, that all

of such group need not be treated equally or proportionally, and that the pattern followed in one distribution need not be followed in any subsequent distribution. No subsequent adjustment shall be made with respect to these income and principal payments.

The Trustee shall not make any payment for the benefit of any beneficiary by making payment to the Grantors or either of them individually or in any fiduciary capacity.

B. Limitation on Distributions. Notwithstanding the foregoing, the Trustee shall not make any discretionary payments under this Article THIRD from any property which is subject to withdrawal under Article FOURTH of this Trust Agreement until the withdrawal period applicable to such property under paragraph B or C of said Article FOURTH has expired.

FOURTH: RIGHT OF SPECIFIED PERSONS TO MAKE WITHDRAWALS

A. Transfers Subject to Withdrawal. If any transfer to this trust is made by the Grantors or either of them or by any other person, and if the donor of the transfer notifies the Trustee that all or some part of the transfer is subject to withdrawal under the provisions of this Article, each individual named by the donor at the time of the transfer will have the right to withdraw from the principal of the trust the amount specified by the donor at the time of the transfer. The payment of any premium on any insurance policy that is a part of the trust by any person or entity other than the Trustees is considered a transfer to the trust in the amount of the payment.

B. Duration of Withdrawal Powers. Except to the extent the donor specifies otherwise, with respect to each individual so named by the donor (other than the donor's spouse), the power of withdrawal held by him or her shall be cumulative and shall continue to be in effect, provided that on December 31st of each calendar year, for all transfers made to the trust prior to December 1st of such year, the total amount which may be withdrawn by such individual shall lapse to the extent of an amount equal to the greater of \$5,000 or five percent (5%) of the fair market value of the principal of the trust valued as of the last day of the year.

C. Modification of Period of Withdrawal. Notwithstanding the provisions of paragraph B of this Article FOURTH, the donor shall have the right by a written instrument filed with the Trustee prior to making the transfer to the trust which is subject to withdrawal to change the period during which such power of withdrawal may be exercised or the rate at which such power of withdrawal shall lapse.

D. Payment of Withdrawals. The Trustee may (1) distribute from principal cash or other property, including all or any portion of the interests in one or more insurance policies, (2) borrow funds and (3) cancel insurance policies in order to pay any withdrawal.

E. Notice. The Trustee shall promptly notify each individual named by the donor at the time of a transfer subject to withdrawal. If any named individual lacks legal capacity, the Trustee shall notify a person specified in paragraph F to act on behalf of that individual. The notice shall specify the individual's invasion right under this Article FOURTH and the manner in which it can be exercised. Failure to give notice does not affect the validity of any transfer.

F. Withdrawal Rights of Disabled Beneficiaries. If an individual who has a right to withdraw lacks the legal capacity to exercise the right, it may be exercised on his or her behalf by his or her legally appointed guardian, or, if none, by his or her parent, other person standing in the place of a parent to that individual, or a disinterested person selected by the Trustee who has agreed to so act; provided, however, that neither of the Grantors nor the person making the transfer to the trust may exercise the individual's right of withdrawal.

G. Advance Notice of Future Transfers. If a donor anticipates making a series of transfers to this trust, then the donor may give notice to the Trustee of the anticipated transfers by delivering a schedule of the transfers, specifying in that notice the individual(s) who shall have withdrawal rights with respect to the anticipated transfers, the dates of the anticipated transfers and the amount(s) and duration of the rights. The notice to the Trustee shall continue in effect with respect to the future transfers made by the donor until revoked or changed by the donor. Instead of separate notices for each such transfer made to this trust, then, subject to any

beneficiary's written request for notice of each qualifying transfer, the Trustee may give notice of such withdrawal rights by delivering to (1) the individual(s) named by the donor, or (2) in the case of any named individual who lacks legal capacity, to a person specified in paragraph F, a schedule which specifies each individual's right of withdrawal over the anticipated transfers, in which event, for purposes of determining the withdrawal period, notice shall be deemed to have been given on the date specified for the anticipated transfer. The notice to each individual shall continue in effect until further notice from the Trustee or until revocation or modification by the donor of the schedule of transfers described in the notice. Each time the Trustee shall receive a transfer, each individual who has a withdrawal right over that transfer may exercise it as if he or she had received a separate notice from the Trustee.

FIFTH: TRANSACTIONS WITH THE ESTATES OF THE GRANTORS

Out of the proceeds of any insurance policies or other assets of the Trust Estate held hereunder, the Trustee may, in the Trustee's absolute discretion, lend cash to the estate of either of the Grantors and/or purchase assets of the estate of either of the Grantors at a fair value. The amount and propriety of a loan, the security thereof, and the amount of interest charged shall be solely within the discretion of the Trustee; provided, however, that the rate of interest shall not be less than the applicable federal rate and the security shall be adequate. The propriety of a purchase, the nature and amount of such assets purchased, and the ascertainment of fair value shall also be solely within the discretion of the Trustee and the Trustee shall incur no liability as a result of such purchase or purchases even though such assets are not investments in which trustees are authorized by law or by rule of court to invest trust funds. The Trustee shall have the right to retain any such assets as an investment of the Trust Estate without regard to the proportion which such asset or assets of a similar character may bear to the entire amount of the Trust Estate. Any portion of the proceeds of insurance policies held hereunder not used for such purchase of assets may be invested and reinvested by the Trustee without limitation to the class of investments in which trustees are authorized by law or any rule of court to invest trust funds.

SIXTH: DISPOSITION OF RESIDUARY UPON DEATH OF SURVIVING GRANTOR

A. Upon the death of the Surviving Grantor, the Trustee shall hold the trust property in further trust for a period of up to nine (9) months following the death of the Surviving Grantor for the benefit of the issue of the Grantors' marriage, which trust shall be administered in accordance with the provisions of paragraph B of this Article SIXTH. Upon the termination of the trust, the Trustee shall, subject to the provisions of Article EIGHTH of this Agreement, pay over and distribute the Trust Estate by right of representation to the issue of the Grantors' marriage who shall then be living.

B. The Trustee may pay, from time to time, the net income and principal of the trust in such proportions and amounts as the Trustee, in the Trustee's absolute discretion, determine to or for the benefit of the issue of the Grantors' marriage who are living from time to time. The Trustee need not treat all of the possible beneficiaries equally. To avoid any uncertainty, the Grantors declare that it is their intention under this provision, and they so direct, that some of the beneficiaries may be wholly excluded from any or all of the distributions, that all of such group need not be treated equally or proportionally, and that the pattern followed in one distribution need not be followed in any subsequent distribution.

SEVENTH: DISPOSITION OF RESIDUARY IF SURVIVING GRANTOR NOT SURVIVED BY ISSUE

Upon the death of the Surviving Grantor, if there are no issue of the Grantors' marriage surviving him or her, the Trustee shall pay over and distribute the Trust Estate in equal shares so as to provide one share for each niece or nephew of the Grantors who shall survive the Surviving Grantor and one share, to be further divided, for each niece or nephew of the Grantors who predeceased the Surviving Grantor leaving issue who survived the Surviving Grantor. The share so provided for any niece or nephew of the Grantors who survived the Surviving Grantor shall be distributed to such niece or nephew, subject to the provisions of paragraph B of Article EIGHTH. The share so provided for the surviving issue of a deceased niece or nephew of the

Grantors shall be distributed by right of representation to such issue, subject to the provisions of paragraph B of Article EIGHTH.

EIGHTH: TRUSTS FOR CHILDREN: PROVISIONS FOR MINORS

A. Notwithstanding any foregoing provision of this Trust Agreement to the contrary, if at any time any share of the Trust Estate becomes distributable free of trust to a child of the Grantor's marriage who has not reached age 26, then such child's share shall not vest in or be distributed to him or her outright, but instead shall be held in further trust by the Trustee for the benefit of such child as follows:

1. The Trustee shall pay to or apply for the benefit of such child the net income of such child's trust at least quarter-annually; provided, however, that the Trustee may in the Trustee's absolute discretion withhold and accumulate all or any part of the income otherwise distributable to such child during the period, if any, the child is under age 21. Any income so accumulated shall be added to principal at least annually.

2. In addition to income, until complete distribution of his or her trust or until such child's prior death, the Trustee may pay to or apply for the benefit of such child such sums from the principal of such child's trust as the Trustee, in the Trustee's absolute discretion, shall deem appropriate for such child's health, support in reasonable comfort, complete education, or maintenance in his or her accustomed manner of living, and such additional amounts, even to the extent of the whole thereof, as the Trustee determines in the Trustee's absolute discretion shall be in the best interests of such child.

3. When a child of the Grantors' marriage reaches age 23, or upon the creation of the trust for such child's benefit under this Article EIGHTH if such child has then reached such age, the Trustee shall distribute to such child one-half (1/2) of the principal of his or her trust then held hereunder, and when such child reaches age 26, the Trustee shall distribute to such child the balance of his or her trust and that child's trust shall terminate.

4. In the event of the death of a child of the Grantors' marriage prior to complete distribution of his or her trust, such trust, or the remainder thereof, shall be distributed as follows:

a. The Trustee shall distribute the trust property by right of representation to the child's issue who shall survive such child, or, if none, then to the other issue of the Grantor's marriage who shall survive the child, by right of representation or, if there are no issue of the Grantors' marriage surviving such child, to the beneficiary or beneficiaries described in Article SEVENTH of this Trust Agreement who shall survive the child and who would have been entitled to the Trust Estate had the Surviving Grantor died immediately after such child leaving no issue who survived him or her, in the shares and proportions specified therein; provided, however, that any portion distributable to a person for whom a share of the Trust Estate is then being held in trust under this paragraph A shall be added to such trust to be administered and distributed according to its terms.

b. Notwithstanding the foregoing, if upon a child's death a generation-skipping transfer would occur if such trust property were distributed as directed in subparagraph a of this paragraph A.4 which but for this provision would be subject to a generation-skipping transfer tax, then each share of the trust property which would (i) be distributed under said subparagraph a to a "skip person" (as that term is defined in Section 2613(a) of the Code) and (ii) be subject to generation-skipping transfer tax shall be distributed as such child shall by Will appoint, by specific reference to this power, to or among the creditors of his or her estate. In default of the exercise of such general power of appointment, or to the extent that the same is not effectively exercised, or in the event no general power of appointment exists pursuant to the foregoing sentence, such share of the trust property shall be paid over and distributed to the beneficiary to whom such share would otherwise have been distributed under subparagraph a above.

B. If, after the application of paragraph A of this Article EIGHTH, any share of the Trust Estate becomes distributable to a beneficiary (other than a child of the marriage of the

Grantors) who has not reached age 21, then such share shall immediately vest in the beneficiary, but the Trustee, in the Trustee's absolute discretion, may hold and/or distribute such share as follows:

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

2. The Trustee may retain possession of such share during the period in which the beneficiary is under age 21. If the share is retained by the Trustee, then during such retention, the Trustee shall use and expend so much of the net income and principal of each such share as the Trustee, in the Trustee's absolute discretion, shall deem necessary or desirable for such beneficiary's health, support, education and maintenance, or for any other purpose that will, in the sole discretion of the Trustee, further the best interests of the beneficiary. 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 Trustee 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, or in the case of the death of such beneficiary prior thereto, shall be distributed to his or her estate.

3. In the event the Trustee retains possession of such share pursuant to subparagraph B.2 above, the Trustee shall receive the compensation such Trustee would receive if they were holding the property as trustee of a separate trust and shall not be required to render periodic accounts to any court.

NINTH: PAYMENT OF DEATH TAXES

If any assets held under this Trust Agreement are included in the gross estate of either of the Grantors for death tax purposes, the Trustee shall pay to or for the account of the legal representative of such Grantor's estate the amount by which all taxes due because of such Grantor's death, including interest and also penalties not caused by negligence or bad faith, are increased because of the inclusion of those assets in such Grantor's gross estate for death tax purposes. Payment shall be made from includible assets other than any assets qualifying for the marital deduction and any assets excludible from such Grantor's gross estate for federal estate tax purposes. There is no right of reimbursement from any person.

TENTH: SIMULTANEOUS DEATH

In the event that any beneficiary hereunder and either of the Grantors shall die simultaneously or under such circumstances that the order of their respective deaths is uncertain, then it shall be presumed, for purposes of this Trust Agreement only, that the beneficiary predeceased such Grantor.

ELEVENTH: TRUST ADMINISTRATION

A. Payment of Distributions. Notwithstanding any other provision of this Agreement, the Grantors directs the Trustee, without prior or subsequent approval by any court, to make distributions from any trust to or for the benefit of any beneficiary who in the judgment of the Trustee is incapacitated or who is a minor, without the necessity of obtaining a receipt or the approval of any court, in any one or more of the following ways: (1) directly to the beneficiary; (2) directly in payment of the beneficiary's expenses; (3) if the beneficiary is a minor, to a custodian for the minor to be held as a gift made under a Uniform Gifts or Transfers to Minors Act with the custodial arrangement continuing until the beneficiary reaches twenty-one (21) years of age if allowed under the applicable Uniform Gifts or Transfers to Minors Act; or (4) to a relative, friend, guardian, committee, conservator or other person or institution who in the

judgment of the Trustee is responsible for the beneficiary or for the property of the beneficiary, whether or not appointed by any court.

B. Definitions – “Issue,” “Descendant,” “Child,” “Code,” “By Right of Representation,” “Education” and “Health”.

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. The term “child” shall mean a child related by blood or legal adoption, including a child born or adopted after the signing of this Trust Agreement. A person in gestation who is later born alive shall be a person in being.

2. The term “Code” as used in this Trust Agreement shall mean the Internal Revenue Code of 1986, as amended, and any reference to a particular section of the Code shall include any corresponding provision of state law.

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, by right of representation hereunder, such distribution or division shall be determined by dividing the property into as many equal shares as there are (i) surviving issue in the generation nearest to the deceased ancestor which contains one or more issue who survived the specific measuring life or termination date and (ii) deceased issue in the same generation who left issue who survived the specific measuring life or termination date. Each surviving member in such nearest generation is allocated one share. The remaining shares, if any, are combined and then divided in the same manner among the surviving issue of the deceased issue as if the surviving issue who are allocated a share had predeceased the decedent, without issue.

4. Whenever the term “education” is used herein, such term shall include all tuition, travel, room, board and other costs and expenses related to preparatory, special, vocational, business, college, post-graduate, and professional training.

5. Whenever the term "health" is used herein, such term shall include all medical, psychiatric, dental, hospital and nursing expenses of invalidism.

C. Consolidation of Trusts. For convenience of administration and investment, the Trustee shall be authorized to hold, manage and invest separate trusts created under this Trust Agreement in one or more consolidated funds, in whole or in part, as such Trustee may determine. As to each consolidated fund, the division as to the various shares comprising such fund need be made only on the books of accounts of the Trustee, in which each trust shall be allotted its proportionate share of the principal and income of the fund and charged with its proportionate part of the expenses thereof. In addition, the Trustee may consolidate any trust or trusts created hereunder for the primary benefit of a beneficiary or beneficiaries with any other trust or trusts created by the Grantors or either of them or any member of the Grantors' family by Will or agreement for the primary benefit of that same beneficiary or beneficiaries where the dispositive provisions of the trusts are substantially identical, so as to have only one trust to administer for such beneficiary or beneficiaries. If the terms of two trusts which the Trustee wishes to consolidate are substantially identical except that the termination date of one is potentially later than the other by reason of the application of the rule against perpetuities, the Trustee is authorized to consolidate the trusts and have the earlier termination date apply.

D. Rule Against Perpetuities. Notwithstanding anything contained in this Trust Agreement to the contrary, no trust created under this Agreement shall continue for more than twenty-one (21) years after the death of the Surviving Grantor and such issue of the Grantors' marriage as are in being at the date of this Agreement, and if at the expiration of such period any property is still held in trust hereunder, such property shall immediately be distributed to the persons then entitled to receive the income therefrom in the same proportions in which they are entitled to such income or, if none, to the persons then eligible to receive the income therefrom in equal shares.

E. Governing Law. This Trust has been accepted by the Trustee 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. The initial situs of the Trust Estate shall be in the State of New York. The Trustee may, by a written instrument, signed and acknowledged by the aforesaid, designate a different situs anywhere in the world. The Trustee may elect that the law of such other jurisdiction shall govern the trust to the extent necessary or appropriate under the circumstances.

F. 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.

G. Competency of Individual Trustee. 1. Any individual Trustee serving hereunder shall be deemed to be "incapacitated" 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 any 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.

TWELFTH: SPENDTHRIFT PROVISION

No beneficiary of a trust established hereunder shall have the right or power to anticipate by promise, assignment, pledge or otherwise, the receipt of any income or principal thereof. The right of any beneficiary to receive the income or principal from the trust shall be free from the interference or control of his or her creditors, and shall not be anticipated by assignment, nor made applicable to the payment of his or her debts without the written consent of the Trustee.

THIRTEENTH: POWERS OF TRUSTEES

In addition to and not in limitation of the rights, powers, privileges and discretions vested in trustees by law, the Grantors gives to the Trustee, in the administration of any trust created hereunder, the following powers, to be exercised, without application to any court, to such extent, at such time or times, upon such terms, and in such manner as the Trustee shall, in such Trustee's absolute discretion, deem advisable:

A. Original Property: To retain and hold, for so long as is deemed advisable, any of the original property received from the Grantors or either of them at any time, or from a Grantor's 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 trusts, and to retain it as part of the trusts, whether it leaves a disproportionately large part of the trusts 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 the Trustee 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 the Trustee as the Trustee 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 the Trustee shall deem advisable.

G. Power to Manage or Dispose Of: 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 the Trustee 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 the Trustee's own name as Trustee, or in the name of such Trustee's duly appointed nominee, with or without disclosing the fiduciary relationship, and such Trustee's 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 the Trustee 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 trusts.

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 the Trustee by this Trust Agreement.

L. General Power to Participate in a Reorganization or Merger: To unite with other owners of property similar to any which may be held at any time in the trusts in carrying out any plan for the consolidation or merger, dissolution or liquidation, foreclosure, lease, sale of property, incorporation or reincorporation, reorganization or readjustment of the capital or financial structure of any corporation, company, or association, the securities of which may form a part of the trusts; to become and serve as a member of stockholders' or bondholders' protective committees; to present propositions; to oppose propositions presented; to approve or disapprove what is discussed, and protest against any matter or thing which the Trustee might consider contrary to the best interest of the trust; to deposit securities in accordance with any plan agreed upon; to pay any assessments, expenses, and sums of money that may be required for the protection or furtherance of the interests of the beneficiaries of the trusts with reference to any such plan; and to receive and retain as investments of the trusts any new securities issued as a result of the execution of such plan, whether or not they would be authorized investments but for this provision.

M. Power to Serve Corporations the Stock of Which is Held by the Trustees: To act as an 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 Trustee 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 trusts as the Trustee shall deem best, and such Trustee's 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 Trustee hereunder.

R. Determination of Income, Net Income, and Corpus and Allocation of Receipts and Disbursements: To determine, in the Trustee's absolute discretion, what is income or corpus of any 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 trustee or legal representative of any other trust or estate in which any beneficiary hereunder has a beneficial interest, even though any such trustee or legal representative is also a Trustee hereunder.

T. Execution of Instruments: To execute and deliver any written instrument which the Trustee may deem advisable to carry out any power granted to them; and all persons shall be fully protected in relying upon the power of such Trustee 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 trusts. All such decisions shall be subject only to the discretion of the Trustee.

V. Power to Determine Distributees: To determine who are the distributees of any trusts created herein, and in so doing act upon such information as on

reasonable inquiry the Trustee 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 income beneficiaries in such manner as the Trustee 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. No Requirement for Physical Separation of Property: In any case in which the Trustee is required or permitted to divide any property held hereunder into trusts or shares, such Trustee shall not be required physically to divide any of the investments or other property, but may keep the same or any part thereof in one fund in which the separate and distinct trust and share shall have an undivided interest.

AA. Fluctuation in Assets: The Trustee 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 of the trusts 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.

BB. 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.

CC. Do All Things With Final Authority: To do all things which the Grantors or either of them would be able to do were the Grantors or either of them the absolute owner of the trust property. All decisions taken in good faith are binding on all persons.

FOURTEENTH: TRUSTEES

A. Successor and Additional Trustees. 1. Upon the death or resignation of ALFRED SHASHA as Trustee, ROBERT SHASHA shall serve as successor Trustee in ALFRED SHASHA' S place of each trust created hereunder.

2. Any Trustee serving hereunder shall have the right, from time to time, to designate his or her own successor who shall serve upon said Trustee' s death, resignation, or otherwise ceasing to serve in the event that no successor Trustee is named by this Trust Agreement. In the event of the death, failure to qualify, resignation, or otherwise ceasing to serve to act of any Trustee acting or appointed to act hereunder, if no successor Trustee is designated by this Trust Agreement or by said Trustee, a majority of the beneficiaries of the trusts who are at the time entitled to or eligible to receive income from the trusts (hereinafter "income beneficiaries") shall appoint a successor Trustee to administer the trusts (such power to be exercised on behalf of a minor or incapacitated income beneficiary by his or her parents, guardians, or conservators, with such representatives having a total of one vote on behalf of such income beneficiary); provided, however, that such beneficiaries (or their representatives) may not appoint as successor Trustee either of the Grantors or any descendant of the Grantors.

3. The individual Trustee or Trustees serving hereunder from time to time shall have the right, at any time or times, to appoint a bank or trust company to serve as an additional Trustee hereunder and to remove the same from the office of trustee, with or without cause; provided, however, that no such bank or trust company shall be a related or subordinate party (within the meaning of Section 672(c) of the Code) with respect to any beneficiary under this Trust Agreement. Any Corporate Trustee so appointed shall be entitled to receive reasonable compensation as agreed to by the appointing Trustees, and any such agreement made by the appointing Trustees shall be binding. In the absence of such an agreement, the Corporate Trustee shall be compensated in accordance with its regularly published schedule of fees in effect at the time that the services are rendered even if such fees exceed the compensation for such services in

effect from time to time under applicable law. In the event of any dispute between an individual Trustee and a Corporate Trustee, the decision of the individual Trustee shall control.

4. Any appointment of a successor Trustee or a Co-Trustee shall be in writing, signed by the appointing Trustee, and it shall state the time or event upon which the appointment shall become effective.

5. Upon the determination that any trustee hereunder is incapacitated as defined in paragraph G of Article ELEVENTH 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, her or its duty as such.

C. Exoneration from Liability. Except for willful default or gross negligence, the Trustees shall not be liable for any act, omission, loss, damage, or expense arising from the performance of their duties under this Trust Agreement. No successor Trustee shall be liable for any act of a prior Trustee.

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.

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

F. No Judicial Accounts Required. The Trustee shall not be required to make or file any inventory or appraisal or to make or file any annual or other reports or accounts to any court in any jurisdiction; and in addition, any successor Trustee may accept his, her or its appointment without a judicial settlement of the accounts of the Trustee whom he, she or it is to succeed. The Trustee shall account annually to the Grantors during their lifetimes or to the Surviving Grantor during his or her lifetime and, after the Surviving Grantor's death, to each

income beneficiary who has reached age 18 and to the parent or guardian of any income beneficiary who has not reached age 18.

The income beneficiary and the parent or guardian of any income beneficiary who has not reached age 18 shall have the power, at any time and from time to time, by an instrument in writing signed and acknowledged, to settle the account of the proceedings of the Trustee and any investment counsel to the Trustee as to all transactions shown therein, and such written approval shall be final and binding upon all persons, whether in being or not, who are then or may thereafter become entitled to share in either the principal or income of the trust.

A report to a person or persons to whom, pursuant to this paragraph F, the power to settle accounts is given which shows (a) the assets on hand at the beginning and at the close of the period covered by the report, (b) changes in investment and (c) the receipts, disbursements and distributions of principal and income during such period, shall constitute a complete and final account of the proceedings of the Trustee for such period. In addition, any writing in whatever form furnished to such person or persons by the Trustee which contains information as to transactions pertaining to the trust shall be deemed to constitute and shall have the effect of an account of the proceedings of the Trustee to the extent of such transactions and of all other matters and things contained in such writing. The foregoing provisions shall be without prejudice to the right of the Trustees to have a judicial accounting as and when they may so prefer.

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

H. Limitations on Trustees. 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 Section, there is no Trustee acting hereunder empowered to make a decision, the remaining Trustee is authorized to appoint (by unanimous agreement, if more than one trustee is then serving) an independent individual or a bank or trust company to serve as co-trustee.

I. Trustee's Compensation. Each individual Trustee shall be entitled to receive as compensation for his or her services hereunder the commissions provided under the laws of the State of New York for resident trusts. Such commissions shall be computed and payable in the same manner and at the same time as prescribed by the laws of the State of New York from time to time in effect when such commissions are payable. Any fiduciary may waive compensation in whole or in part. In the event the Trustee elects that the law applicable to the trust shall be of a jurisdiction other than the State of New York, the provisions of this paragraph shall be interpreted to be consistent with the law of such elected jurisdiction. Corporate Trustees shall be entitled to compensation as provided in subparagraph A.3 of this Article

FOURTEENTH.

J. General Authority of Trustee. No person or corporation dealing with the Trustee in any transaction affecting the Trust Estate shall be required to inquire or investigate

into the Trustee's authority for entering into such transaction, or to see the application made by the Trustee of the proceeds of any such transaction.

K. Powers to Continue Until Property Distribution. All of the rights, duties, powers, authorities, and immunities given to the Trustee by this Agreement shall continue after termination of the trusts created herein, and until the Trustee shall have made actual distribution of all property held by such Trustee hereunder.

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

M. Legal Counsel. The Trustee may consult with legal counsel (who also may be counsel for the Trustee in any other capacity) with respect to the construction of the Trust Agreement or their 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 them in good faith pursuant to the advice of such counsel.

N. Signature of One Trustee to Suffice. The signature of any one of the Trustees shall be sufficient in exercising any of the powers referred to in this Trust Agreement, and the signature of 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. The provisions of this paragraph are included for ease of administration only and do not relieve any Trustee hereunder of his, her or its duty to obtain the consent or concurrence of any other Trustee to any proposed action or in any other way alter or expand any of their powers and discretions hereunder.

O. “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.

FIFTEENTH: SPECIAL TERMINATION

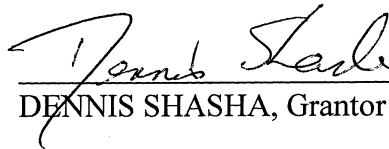
Notwithstanding any other provision of this Trust Agreement, the Trustee (other than any of the Grantor’s issue) may, at any time during the lifetimes of the Grantors (except during any period when there are outstanding withdrawal rights which could be exercised under Article FOURTH), in the absolute discretion of such Trustee, terminate this trust by distributing all the assets then held in trust hereunder, including the ownership of any insurance policies held in trust hereunder, to the then living issue of the Grantors’ marriage, by right of representation or to trusts for their benefit. If the Trustee (other than any of the Grantors’ issue) distribute the assets held hereunder in trust, such Trustee may select the trustee; determine the remaindermen of such trust from among the Grantors’ issue; grant such administrative powers to the Trustee as such Trustee deems appropriate; impose lawful conditions or restrictions upon any distribution, provided that no one who is not a beneficiary of this Trust is benefited; and impose lawful spendthrift restrictions; except that (1) the Trustee shall not have the power to expand the class of beneficiaries beyond the beneficiaries (including contingent remaindermen) of this Trust and (2) no distribution shall be made which would cause there to be a violation of the rule against perpetuities.

NINETEENTH: IRREVOCABILITY


The trust shall be irrevocable, and each of the Grantors hereby expressly acknowledges that he or she shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke, or terminate the trust, or any of the terms of this Trust Agreement in whole or in part, or to designate the persons who shall possess or enjoy the trust property, or the income therefrom. By this instrument the Grantors intend to and do

hereby relinquish absolutely and forever all possession or enjoyment of, or right to the income from, the trust property, whether directly, indirectly, or constructively, and all interests of any nature, present or future, in the trust property. No part of the principal or income of any trust hereunder shall be used to satisfy any legal obligations of the Grantors or either of them. Any distribution to or for the benefit of any beneficiary is not intended to be, and shall not be, made in lieu of or in discharge of any obligation of the Grantors or either of them. Each of the Grantors hereby renounces for himself or herself and his or her estate any interest, either vested or contingent, including any reversionary right or possibility of reverter, in the principal and income of the trust. It is the Grantors' intention that the trust created under this Trust Agreement not be included in either of their estates for federal estate tax purposes and they direct that all provisions of the Trust Agreement be construed and the trusts be administered so as to carry out this intention.

IN WITNESS WHEREOF the Grantors and the Trustee have executed this Agreement as of the date first above written.

 (SEAL)
DENNIS SHASHA, Grantor

 (SEAL)
KAREN SHASHA, Grantor

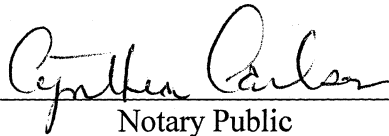
 (SEAL)
ALFRED SHASHA, Trustee

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 26th day of June, in the year 2006, before me, the undersigned, a notary public in and for said state, personally appeared DENNIS 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.


Notary Public

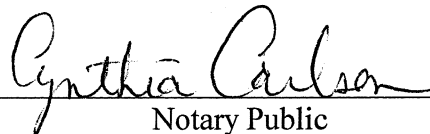
STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

CYNTHIA CARLSON
Notary Public, State of New York
No. 02CA6130034
Qualified in New York County
Commission Expires 07/05/2009

On the 26th day of June, in the year 2006, before me, the undersigned, a notary public in and for said state, personally appeared KAREN 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

CYNTHIA CARLSON
Notary Public, State of New York
No. 02CA6130034
Qualified in New York County
Commission Expires 07/05/2009

On the 03 day of July, in the year 2006, before me, the undersigned, a notary public in and for said state, personally appeared ALFRED 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.


Notary Public

ANN P. LE
Notary Public, State of New York
No. 01LE6126844
Qualified in Westchester County
Commission Expires May 16, 2009

THE DENNIS SHASHA AND KAREN SHASHA IRREVOCABLE 2006 TRUST

SCHEDULE A

CASH\$10