

Garey M. Maie Ha. Esq.
S.C.S. Investment

Requestor's Name

194 Nassau Street

Address

Princeton, NJ 08542

City/State/Zip

Phone #

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 APR 23 PM 1:05

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. P970000000006
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☐ Walk in

☐ Pick up time _____

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

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-04/23/97--01090--003
***700.00 ***350.00

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

5/14/23

AFFIDAVIT TO THE SECRETARY OF STATE OF FLORIDA TO FILE OR QUALIFY

DGJ TRUST

A NEW JERSEY TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, ~~the Chairman of the Board of Trustees~~ of DGJ TRUST

(Name of Trust)

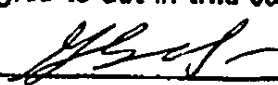
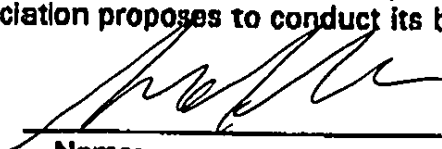
a NEW JERSEY Trust hereby affirms in order to file or qualify

(State)

DGJ TRUST

(Name of Trust)

, in the State of Florida.

1. Two or more persons are named in the Trust.
2. The principal address is 194 Nassau Street
Princeton, New Jersey 08542
3. The registered agent and office in the State of Florida is:
George H. Sands
1000 Palm Way
North Palm Beach, Florida 33408
4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

(Signature of Registered Agent) George H. Sands
5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Name:
Chairman of the Board of Trustees
Sydney S. Souter, Successor Trustee
under Trust dated December 11, 1971
entitled "DGJ Trust"

NOTARY

STATE OF NEW JERSEY, COUNTY OF MERCER

I CERTIFY that on April 18, 1997 Sydney S. Souter personally came before me and stated to my satisfaction that this person:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 APR 23 PM 1:05

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 APR 23 PM 1:05

THIS TRUST AGREEMENT made this 11th day of December, 1971, by and between GEORGE H. SANDS, residing in the Borough of Princeton, Mercer County, New Jersey, hereinafter called the Grantor, and JOHN F. MCCARTHY, JR., residing in the Borough of Princeton, Mercer County, New Jersey, hereinafter called the Trustee.

1. Trust Property. The Grantor, desiring to establish an irrevocable funded trust, does hereby transfer and assign to the Trustee all his right, title and interest in and to the assets and property listed in Schedule A attached hereto.- The Trustee accepts these transfers and assignments, in trust for the uses and purposes set forth in this Agreement.

2. Dispositive Provisions. The Trustee shall hold, manage, sell, invest, and reinvest any securities and other property which constitutes part of the trust estate, collect the income derived therefrom, and after payment of all proper charges and expenses apply such income and principal as follows:

A. Until January 1, 1981:

i. The Trustee is authorized in his sole and absolute discretion at any time and from time to time to pay to or apply for the benefit of the children of the Grantor, namely GEORGE H. SANDS, JR., DEBORAH J. SANDS, JEFFREY H. SANDS and JUDITH H. SANDS, such amounts of the income as he may deem advisable to provide adequately for the health, support and education, including post-graduate courses, of said children. Distributions under this paragraph may be made without regard to equality of use, application or payment among said persons.

ii. In addition to income the Trustee is authorized in his sole and absolute discretion at any time and from time to time to pay to or apply for the benefit of said children from the principal of the trust estate (even to the point of completely exhausting the same) such amounts as he may deem advisable to provide adequately for the health, support and education, including post-graduate courses, of said children. Distributions under this paragraph may be made without regard to equality of use, application or payment among said persons.

B. On January 1, 1981, the Trustees shall divide the trust estate as then constituted into two (2) separate shares. The first share, to be known as SHARE A, shall be in an amount equal to one-fourth (1/4) of the value of the trust estate on January 1, 1981. The second share, to be known as SHARE B, shall be in an amount equal to three-fourths (3/4) of the value of the trust estate on January 1, 1981.

i. SHARE A shall be held solely for the benefit of the Grantor's son, JEFFREY H. SANDS, and his issue. The Trustee is authorized in his sole and absolute discretion at any time and from time to time to pay to or apply for the benefit of the Grantor's son from the income and principal of SHARE A (even to the point of completely exhausting the same) such amounts as he may deem advisable for the health, maintenance, support and education of said son, either directly or to any person on the Grantor's son's behalf, so as to permit the Grantor's son to maintain that manner of life style to which he was accustomed. In the event of the death of the Grantor's said

visions of Section 4 hereof. The share thus accruing to any child of the Grantor for whom at any time the Trustee holds a separate trust hereunder shall be added to such trust and thereafter held as though originally forming a part hereof.

ii. SHARE B shall be divided into equal separate shares so as to provide one (1) share for each then living child of the Grantor and one (1) share for the then living issue of each deceased child of the Grantor. The income and principal of each of such shares shall be held as a separate trust and disposed of as follows:

a. With respect to each share so provided for a child of the Grantor, the Trustee is authorized in his sole and absolute discretion at any time and from time to time to pay to or apply for the benefit of such child from the income and principal of his or her share (even to the point of completely exhausting the same) such amounts as he may deem advisable to provide adequately for the health, maintenance, support and education of such child, either directly or to any person on the child's behalf, so as to permit such child to maintain that manner of life style to which said child was accustomed.

b. In the event of the death of a child of the Grantor prior to complete distribution of the share set aside for him, such share, or the remainder thereof, shall be distributed per stirpes to his then living issue, if any, or if none, then per stirpes to the then living issue of the Grantor, subject, however, to the provisions of Section 4 hereof. The shares thus accruing to any child of the Grantor

c. Each share so provided for the living issue of a deceased child of the Grantor shall be distributed per stirpes to such issue, subject, however, to the provisions of Section 4 hereof.

d. For purposes of this Subparagraph ii of Paragraph B of this Section 2, the Grantor's son, JEFFREY H. SANDS, shall be deemed not to be a child of the Grantor because SHARE A has been set aside for him and he is not to share in SHARE B.

C. Upon the death of any beneficiary of this Trust entitled to income, the Trustee shall allocate to the beneficiary next entitled to income all income undistributed and accrued by the Trustee at the time of death.

D. For all purposes under this Section 2, net income or income shall be determined by reducing net income by amortization of principal payments on mortgages, premiums on investments or other debts or liens, and by increasing net income by any expenses deducted for depreciation on property held in this trust; provided, however, this definition shall not restrict the Trustees from setting aside a reasonable amount of income to create a cash reserve for extraordinary repairs, maintenance or other extraordinary expenses.

E. For all purposes under this Section 2, the term issue shall not include a grandchild or great-grandchild of the Grantor if such person's parents are divorced and said person is living with the spouse who is not the child or grandchild of the Grantor.

3. Rule Against Perpetuities. Anything to this Trust to the contrary notwithstanding, no trust created hereunder shall

beneficiaries entitled to the income thereof at that time, in the proportions in which they are beneficiaries of such income.

4. Minor's Clause. If pursuant to Section 2 hereof all or any part of any trust assets would otherwise be payable to a minor, the Trustee shall hold as a separate trust the property to which the minor is entitled, upon the following terms and conditions:

A. The Trustee is authorized in his sole and absolute discretion at any time and from time to time to pay to or apply for the benefit of such minor first from the net income and then from the principal of such trust (even to the point of completely exhausting the same) such amounts as he may deem advisable to provide adequately for the health, support and education, including post-graduate courses, of such minor, either directly or by making payment or distribution thereof to the guardian or legal representative, wherever appointed, or to any person on the minor's behalf, until such minor reaches the age of twenty-one (21) years, accumulating any income not so paid or applied and annually adding the same to principal, and when such minor shall reach the age of twenty-one (21) years, the Trustee shall distribute to such minor the balance of principal of his or her trust then held hereunder, together with any accumulated income thereon, or in case such minor shall die before distribution of all the property held in trust for his or her benefit, to the executor or administrator of the estate of such minor, the receipt of the person or persons to whom any such payment or distribution is so made being sufficient discharge therefor. For purposes of this Section the term "Minor" is intended to include any person under the age of twenty-one (21) years.

within his discretion, purchase assets of the estate of the Grantor or the estate of the Grantor's wife, ESTELLE M. SANDS, at fair market value. The propriety of the purchase, the nature and amount of such assets purchased, and the ascertainment of fair value shall 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 any rule of court to invest trust funds. The Trustee shall have the right to retain any such assets in an investment of the trust estate without regard to the portion which such asset or assets of a similar character so held may bear to the entire amount of the trust estate. Furthermore, the Trustee may, within his discretion make loans to the estate of the Grantor or the estate of the Grantor's wife, ESTELLE M. SANDS, on such terms and conditions as the Trustee shall deem, within his sole discretion, fair, reasonable and equitable.

6. Prohibition Against Assignment, etc. The interest of any beneficiary hereunder, either as to income or principal, shall not be anticipated, alienated or in any other manner assigned by such beneficiary and shall not be subject to any legal process, bankruptcy, proceedings or the interference or control of creditors or others.

7. Powers of Trustees. I grant unto the Trustee (including any substitute or successor Trustees) the following powers, in addition to (except as hereinbelow modified)

those powers from time to time granted by the law of New Jersey to trustees of New Jersey residents, during the course of the administration of this trust, the same to be exercised in such manner as they in the exercise of a reasonable discretion may deem advisable, and to be applicable to all property, real and personal, at any time forming part of this trust:

A. To retain, temporarily or permanently, any or all property forming part of the trust estate; to acquire by purchase, exchange or otherwise, and retain temporarily or permanently, any kind of realty and personalty, including stocks and unsecured obligations, undivided interests, interests in investment trusts, mutual funds, common trust funds, leases, and property which is outside of my domicile, all without being under any duty to diversify the property and without being limited to investments authorized by law for trust funds; and to hold funds uninvested or deposit any moneys of my estate (or of any trust hereby created) in one or more savings or other banks in any form of account whether or not interest-bearing;

B. To vote in person or by general, limited or discretionary proxy, or give their consent for any purpose, in respect of any stocks or other securities constituting assets of this trust; to exercise or sell subscription rights or other rights in respect thereof;

C. To hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts

or funds shall have undivided interests;

D. To sell, exchange, or otherwise dispose of realty and personalty publicly or privately, wholly or partly on credit or for any consideration, including stocks, bonds or other corporate obligations, and grant options for the purchase, exchange or other disposition of any such property;

E. To divide or distribute principal, in kind or in money, or partly in each, or by way of undivided interests; and to distribute different items of property to different persons so as to preclude the necessity for distributing fractional or undivided interests in specific items of property, whether real or personal;

F. To employ and pay the compensation of accountants, legal counsel and other agents;

G. To renew, assign, alter, extend, compromise, release, with or without consideration, or submit to arbitration, obligations or claims, including taxes, held by or asserted against them or which affect estate or trust assets;

H. To hold property in their own names or in the name of nominees;

I. To borrow money from any source whatsoever, and pledge or mortgage any property, for the payment of taxes, debts, legacies or expenses or any other purpose which in their opinion will facilitate the administration of

my estate or any trust;

J. To manage, retain, improve, alter, subdivide, dedicate to public use or lease real property or grant easements with respect thereto for periods to begin presently or in the future without regard to statutory restrictions on leasing and even though any such period may extend beyond the term of any trusts;

K. To consent to and participate in any plan for the liquidation, reorganization, consolidation, or merger of any corporation, any security of which is held in this trust;

L. To abandon in any way, property which they determine not be be worth protecting; and

M. To continue the operation of any business in which I am engaged at the time of my death, whether the same is being conducted as a sole proprietorship, partnership or corporation, for as long a period or periods as they may deem advisable. I hereby expressly direct that they shall not be liable for any loss or depreciation that may occur as a result of the operation of any such business.

8. Dividends. In the administration of the trusts established hereunder, all cash dividends, ordinary or extraordinary, and all distributions treated as ordinary income for Federal income tax purposes shall be income; and all other distributions with respect to stock including stock dividends, stock splits, liquidating dividends, capital gains dividends from mutual funds and proceeds from the sale

of rights shall be principal.

9. Additions to Principal. The Trustee, at any time, may receive from the Grantor, the personal representative of the Grantor or from any other source any additions to the Trust. Any such additions shall be administered in accordance with and subject to the terms and conditions of this Agreement.

10. Irrevocability. This Trust is irrevocable, and the Grantor does not reserve any right to alter, amend, revoke or terminate the Trust in whole or in part.

11. Resignation and Succession of Trustees. Any Trustee hereunder or any successor Trustee may resign at any time, but such resignation shall not be effective until thirty (30) days written notice has been given to the Grantor, if he is then living, or in the event of his death, until thirty (30) days after notice to the then living adult income beneficiaries hereunder. Any successor Trustee howsoever named shall succeed to all the duties and to all the powers, including the discretionary powers, herein granted to the Trustees.

12. Successor Trustees. On January 1, 1981, JEFFREY H. SANDS shall become Trustee of SHARE B. On or before January 1, 1981, JEFFREY H. SANDS shall appoint a Trustee, other than any child or issue of the Grantor, including himself to serve as Trustee of SHARE A. If JEFFREY H. SANDS shall fail to qualify or serve for any reason whatsoever as Trustee of SHARE B, then JOHN F. MCCARTHY, JR. shall continue to act as Trustee of SHARE B. If JEFFREY H. SANDS shall fail to appoint a Trustee for SHARE A, then JOHN F. MCCARTHY, JR.

time or for any reason whatsoever, there shall be no Trustee acting under either or both SHARE A or SHARE B, then a majority of the living children of the Grantor shall appoint a successor Trustee, other than any child or issue of the Grantor.

All successor Trustees shall accept their appointment by filing with the beneficiaries a writing, duly acknowledged, accepting said appointment.

13. Approval of Accounts. The Trustee shall maintain accurate books and records and shall, at least annually, render an accounting setting forth the receipts and disbursements of principal and income and the assets on hand at the commencement and expiration of the accounting period. The written approval of such accounting by the then living adult income beneficiaries shall be final and binding upon all who are then or may thereafter become entitled to any part of the assets, as to all matters and transactions shown on the account. Anything herein contained shall not preclude the Trustee from submitting an account to a court for settlement.

14. Compensation of Trustee. The Trustee shall be compensated for his services hereunder at the rates agreed upon by the Grantor and Trustee from time to time or, in the absence of such agreement, at the rates permitted by the rules of the State of New Jersey.

15. Bond. Neither the Trustee nor any successor Trustee shall be required to furnish bond or other security in any jurisdiction.

16. Governing Law. This Agreement and the Trusts established hereunder shall be governed by the laws of the State of New Jersey.

17. Acceptance of Trusts. The Trustee hereby accepts the Trusts established hereunder.

IN WITNESS WHEREOF, the Grantor and the Trustee have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Gail E. Waterman
Gail E. Waterman

WITNESS:

Barbara F. Stemmler
Barbara F. Stemmler

George H. Sands (L.S.)
GEORGE H. SANDS
Grantor

John F. McCarthy, Jr.
JOHN F. MCCARTHY, JR.
Trustee

STATE OF NEW JERSEY)
COUNTY OF *TRENT*) SS.:

BE IT REMEMBERED, that on this 11th day of December, 1971, before me, the subscriber, a *Notary Public* of New Jersey, personally appeared GEORGE H. SANDS, who I am satisfied is the Grantor named in the foregoing Agreement, and I having first made known to him the contents thereof, he did acknowledge that he executed the same as his voluntary act and deed for the uses and purposes therein expressed.

Carl E. Waterman

CARL E. WATERMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 7, 1979

SCHEDULE A

Assets Transferred by George H.
Sands, Grantor, to John F. McCarthy, Jr.,
Trustee.

Lots 103, 111 and 124 on Plan of "Stony Brook"
1/2 Interest in property known as Claude E.
Robinson Farm.

10.09 acres acquired from Richard H. Wood
in Montgomery Township.

10.037 acres, including 0.124 acres of road
right-of-way area acquired from Tri-State
Development Corporation.

Lot 10B, Block 35001 on the Tax Map of
Montgomery Township, Somerset County,
New Jersey (Princeton Research Park).

AGREEMENT DESIGNATING TRUSTEE

THIS AGREEMENT, made this 1st day of January, 1988 by and between Jeffrey H. Sands (hereinafter referred to as "Sands"), John F. McCarthy, Jr. (hereinafter referred to as "McCarthy") and Sydney S. Souter (hereinafter referred to as "Souter").

W I T N E S S E T H

WHEREAS, a certain Trust Agreement was entered into on December 11, 1971 between George H. Sands as Grantor and John F. McCarthy, Jr. as Trustee, Paragraph 12 of which Agreement gives Jeffrey H. Sands the power to appoint successor Trustees; and

WHEREAS, pursuant to an Agreement made on December 24, 1984, McCarthy was to continue serve as Trustee of Share B of said Trust until January 1, 1990 or until his service as Trustee was terminated as provided or the Agreement was modified in writing; and

WHEREAS, McCarthy has requested that his resignation as Trustee of Share B of said Trust be accepted by Sands and that Sands exercise his power to appoint a successor Trustee, and Sands has accepted the resignation of McCarthy, and has elected to appoint Souter as successor Trustee,

NOW THEREFORE, in consideration of these presents and of the mutual covenants and conditions herein contained,

the parties hereto do hereby agree as follows:

1. McCarthy does hereby resign as Trustee of Share B as of the date on this Agreement.
2. Sands does hereby waive his right to serve as Trustee of Share B and does hereby exercise his right of appointment under Paragraph 12 of the Trust Agreement by appointing Souter to serve as successor Trustee of Share B.
3. Souter does hereby agree to serve as Trustee of Share B from this day forward for the period set forth in the December 24, 1984 agreement between Sands and McCarthy and under the terms and conditions specified and set forth in the Trust Agreement of December 11, 1971, as heretofore modified and amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date hereinabove set forth.

WITNESS:

<u>Philip E. Waterman</u>	<u>John F. McCarthy, Jr.</u>	(L.S.)
<u>Philip E. Waterman</u>	<u>Jeffrey W. Sands</u>	(L.S.)
<u>Clara J. D. Tolman</u>	<u>Sydney S. Souter</u>	(L.S.)

AGREEMENT

Agreement made this 24th day of December, 1984, by and between JEFFREY H. SANDS (hereinafter referred to as "Sands") and JOHN F. MCCARTHY, JR. (hereinafter referred to as "McCarthy").

WHEREAS, under paragraph 12 of a certain Trust Agreement by and between George H. Sands and John F. McCarthy, Jr. dated December 11, 1971, it was provided that if Sands shall fail to qualify or serve for any reason whatsoever as Trustee of Share B, then McCarthy shall continue to act as Trustee of Share B; and

WHEREAS, Sands wishes to appoint McCarthy as Trustee of Share B of said Trust for a certain term of years and does not wish to serve as Trustee; and

WHEREAS, the term for McCarthy to act as Trustee of Share B shall terminate on January 1, 1985; and

WHEREAS, McCarthy is willing to continue to serve as Trustee of Share B of said Trust under the following terms and conditions:

It is hereby agreed as follows:

(1) McCarthy shall serve as Trustee of Share B of said Trust until January 1, 1990, or the date of death or inability to serve as Trustee of McCarthy, whichever event first occurs, at which time Sands shall serve as Trustee of Share B of said Trust.

(2) This Agreement may be altered by the parties if they do so in writing.



Jeffrey H. Sands



John F. McCarthy, Jr.

MODIFICATION OF TRUST AGREEMENT

AGREEMENT, made the 7th day of JAN , 1982,

by and between

JOHN F. MCCARTHY, JR., (hereinafter referred to as "Trustee"); and GEORGE H. SANDS, JR., DEBORAH J. SANDS, JEFFREY H. SANDS and JUDITH H. SANDS, (hereinafter referred to as "Beneficiary").

WHEREAS, Grantor, George H. Sands, and Trustee executed a certain Trust Agreement on December 11, 1971, whereby the children of the Grantor, designated herein as "Beneficiary" were provided with the income and principal of the Trust for their health, maintenance, support and education; and

WHEREAS, Section 2 of said Trust Agreement directed the Trustee, on January 1, 1981, to divide the Trust Estate into Share A for the benefit of "Beneficiary", Jeffrey H. Sands, and Share B for the benefit of "Beneficiary", George H. Sands, Jr., Deborah J. Sands and Judy H. Sands; and

WHEREAS, said Trust Agreement is unclear as to the intended date of termination of the several trusts established from Share A and Share B and each Beneficiary desires to clarify said Trust Agreement and to provide for termination of the trust created thereunder.

It is hereby agreed as follows:

(1) Share A, for the benefit of Beneficiary, Jeffrey H. Sands, shall consist of the assets and liabilities of Princeton Arms and others as set forth under Schedule "A" attached hereto and made a part hereof (which represents approximately one-fourth of the value of the Trust Estate) and shall be forthwith distributed free of the provisions of the Trust Agreement, to Jeffrey H. Sands.

(2) Share B, for the benefit of George H. Sands, Jr., Deborah J. Sands and Judith H. Sands, shall consist, at this time, of the assets and liabilities as set forth under Schedule "B" attached hereto and made a part hereof (which represents approximately three-fourths of the value of the Trust Estate) and remain under the terms of the Trust Agreement until terminated as provided herein.

(3) Share B, shall be divided, administered and the principal and income of each separate trust created therefrom shall be disposed of, all in accordance with the provisions of Section 2.B.ii. of said Trust Agreement, except that each such separate trust shall terminate upon the earlier of (a) January 1, 2001 or (b) the date of the death of the Beneficiary for whom such separate trust was established, whereupon the principal and any accumulated income shall be distributed as provided in Section 2.B.ii.b of said Trust Agreement.

(4) The provisions of the Trust Agreement, where inconsistent with this Modification of Trust Agreement, are herewith amended so as to be consistent with the provisions of the Modification of Trust Agreement.

All other provisions of the Trust Agreement and Agreement dated June 30, 1980, unless herein modified or amended, are herewith affirmed.

IN WITNESS WHEREOF, the Trustee and Beneficiary have hereunto set their hands and seals the day and year first above written.

John F. McCarthy, Jr. (L.S.)
JOHN F. MCCARTHY, JR.
(Trustee)

George H. Sands, Jr. (L.S.)
GEORGE H. SANDS, JR.
(Beneficiary)

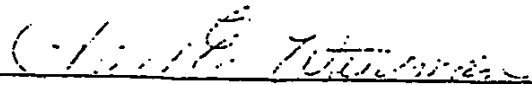
Deborah J. Sands (L.S.)
DEBORAH J. SANDS
(Beneficiary)

Jeffrey H. Sands (L.S.)
JEFFREY H. SANDS
(Beneficiary)

Judith H. Sands (L.S.)
JUDITH H. SANDS
(Beneficiary)

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MERCER)


BE IT REMEMBERED, that on January 7, 1982,
before me, the subscriber, a Notary Public of the State of
New Jersey, personally appeared JOHN F. MCCARTHY, JR.,
Trustee, who, I am satisfied, is the person named in and
who executed the within Instrument, and thereupon he
acknowledged that he signed, sealed and delivered the same
as his act and deed, for the uses and purposes therein
expressed.



GAIL E. WATERMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 12, 1984

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MONMOUTH)

BE IT REMEMBERED, that on January 7, 1982,
before me, the subscriber, a Notary Public of the State of
New Jersey, personally appeared GEORGE H. SANDS, JR.,
Beneficiary, who, I am satisfied, is the person named in
and who executed the within Instrument, and thereupon he
acknowledged that he signed, sealed and delivered the same
as his act and deed, for the uses and purposes therein
expressed.



NOTARY PUBLIC OF NEW JERSEY
My Commission Expires

STATE OF ARIZONA)
) ss.:
COUNTY OF MARICOPA)

BE IT REMEMBERED, that on _____, 1982,
before me, the subscriber, a Notary Public of the State of
Arizona, personally appeared DEBORAH J. SANDS, Beneficiary,
who, I am satisfied, is the person named in and who
executed the within Instrument, and thereupon she acknow-
ledged that she signed, sealed and delivered the same
as her act and deed, for the uses and purposes therein
expressed.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires _____

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MERCER)

BE IT REMEMBERED that on _____, 1982.
before me, the subscriber, a Notary Public of the State
of New Jersey, personally appeared JEFFREY H. SANDS,
Beneficiary, who, I am satisfied, is the person named in
and who executed the within Instrument, and thereupon
he acknowledged that he signed, sealed and delivered the
same as his act and deed, for the uses and purposes
therein expressed.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires _____

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

BE IT REMEMBERED, that on , 1982,
before me, the subscriber, a Notary Public of the State
of Florida, personally appeared JUDITH H. SANDS,
Beneficiary, who, I am satisfied, is the person named
in and who executed the within Instrument, and thereupon
she acknowledged that she signed, sealed and delivered
the same as her act and deed, for the uses and purposes
therein expressed.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/3/82

AGREEMENT

Agreement made this 30th day of June, 1980 by and between JEFFREY H. SANDS (hereinafter referred to as "Sands") and JOHN F. McCARTHY, JR. (hereinafter referred to as "McCarthy").

WHEREAS, under paragraph 12 of a certain Trust Agreement by and between George H. Sands and John F. McCarthy, Jr. dated December 11, 1971, Sands was given the power to appoint on or before January 1, 1981 a Trustee to serve as Trustee of Share A created under said Trust Agreement and under the same paragraph of said Trust Agreement was appointed as successor Trustee of Share B created under said Trust Agreement; and

WHEREAS, it was provided in said paragraph 12 of said Trust Agreement that if Sands shall fail to qualify or serve for any reason whatsoever as Trustee of Share B, then McCarthy shall continue to act as Trustee of Share B; and

WHEREAS, Sands wishes to appoint McCarthy as Trustee of Share A of said Trust for a certain term of years and does not wish to serve as Trustee of Share B of said Trust for a certain term of years; and

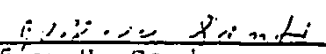
WHEREAS, McCarthy is willing to continue to serve as Trustee of Share A and Share B of said Trust under the following terms and conditions:

It is hereby agreed as follows:

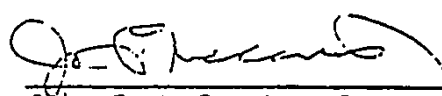
(1) McCarthy shall serve as Trustee of Share B of said Trust until January 1, 1985, or the date of death or inability to serve as Trustee of McCarthy, whichever event first occurs, at which time Sands shall serve as Trustee of Share B of said Trust.

(2) Sands hereby appoints McCarthy to act as Trustee of Share A until January 1, 1985, or the date of death or inability to serve as Trustee of McCarthy, whichever event shall first occur, at which time the individual appointed by Sands to act as Trustee upon the happening of the first to occur of the aforementioned events shall become the Trustee of Share A of said Trust.

(3) This Agreement may be altered by the parties if they do so in writing.



Jeffrey H. Sands



John F. McCarthy, Jr.