

**THE FIRST AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF TRUST OF THE
MICHAEL R. LISSACK FOUNDATION**

I, MICHAEL R. LISSACK, of Collier County, Florida, as Settlor (the "Settlor") and Trustee, enter into this First Amendment and Restatement of the Declaration of Trust Agreement dated November 29, 1995 establishing the MICHAEL R. LISSACK FOUNDATION on this 23rd day of AUGUST, 2011, and confirm myself (MICHAEL R. LISSACK) together with JEFFREY B. LISSACK, ROBERT TURNER, MARK GOLAN and CHRISTINE SUTHERLAND as Co-Trustees (referred to herein as the "Trustees"). For administrative purposes, this amended and restated Declaration of Trust (the "Declaration of Trust") shall be known as the FIRST AMENDMENT AND RESTATEMENT DATED AUGUST 23, 2011 OF THE DECLARATION OF TRUST DATED NOVEMBER 29, 1995 ESTABLISHING THE MICHAEL R. LISSACK FOUNDATION, and so far as is practicable, the Trustees shall continue to conduct the activities of the Trust in the name of the "MICHAEL R. LISSACK FOUNDATION."

PREAMBLE

By Declaration of Trust Agreement dated November 29, 1995, I established the MICHAEL R. LISSACK FOUNDATION with myself (MICHAEL R. LISSACK), BART MITCHELL, DAVID PHALEN, MARK GOLAN, BO PEABODY and RICHARD SABOT as Co-Trustees. The MICHAEL R. LISSACK FOUNDATION was recognized by the Internal Revenue Service as a tax-exempt charitable private foundation under Section 501(c)(3) of the Internal Revenue Code.

Under Article IV of the Declaration of Trust Agreement establishing the Foundation, I reserved the right to amend or modify the Trust from time to time, without the participation of any other Trustee of the Trust, subject only to the restriction that no amendment was permitted to authorize the Trustee to conduct the affairs of this Trust in any manner or for any purpose contrary to my intention that this Trust be operated 1) exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, within the United States or any of its possessions, and 2) in a manner which shall make

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this Trust tax exempt and the donations to it deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code (the "Code") and the regulations promulgated under the Code. Pursuant to this reserved right, I amended the Trust on February 27, 1996.

The Trustees distributed the assets of the Trust by way of charitable contributions in 1996 and no further activity was conducted by the Trustees. However, in 2011, assets were unexpectedly returned to the Trust. At the time of the return of Trust assets, I had lost contact with several of the original Trustees, and one was deceased.

Under Article V of the Declaration of Trust Agreement establishing the Foundation, all Trustees serve at my sole discretion, and I reserved the right from time to time, in my discretion, to increase or decrease the number of Trustees, dismiss Trustees and/or appoint new Trustees.

Pursuant to my reserved right, on or about August 1, 2011 I appointed JEFFREY B. LISSACK, ROBERT TURNER and CHRISTINE SUTHERLAND as Co-Trustees and I removed Co-Trustees BART MITCHELL and BO PEABODY, as I had lost contact with them, and I noted in the Trust records that Co-Trustee RICHARD SABOT is deceased. Co-Trustee DAVID PHALEN resigned as Trustee on or about August 1, 2011. MARK GOLAN continues to serve as a Co-Trustee.

Pursuant to my reserved right to amend or modify the Trust and subject to the restrictions on amendments, I hereby amend and restate the Declaration of Trust in its entirety and confirm myself (MICHAEL R. LISSACK), MARK GOLAN, JEFFREY B. LISSACK, ROBERT TURNER and CHRISTINE SUTHERLAND as Co-Trustees (hereinafter collectively referred to as the "Trustees" and individually as a "Trustee") and confirm the Trustees' title to the Trust property, said property to continue be held, administered and disposed of solely for charitable purposes as set forth herein.

This Preamble is true and correct to the best of my knowledge and is made part of the terms of this Declaration of Trust.

ARTICLE I

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THE MICHAEL R. LISSACK FOUNDATION

This Declaration of Trust shall establish the "MICHAEL R. LISSACK FOUNDATION." This Trust shall be called the "MICHAEL R. LISSACK FOUNDATION" (the "Michael R. Lissack Foundation" or the "Foundation" or the "Trust"). As far as it is practicable, the Trustees shall conduct the activities of the Trust in the name of the "MICHAEL R. LISSACK FOUNDATION."

ARTICLE II

The property listed on Schedule A attached hereto has been transferred to the Trustees, and the Trustees hereby accept such property and their designation as Trustees solely for the purposes hereinafter set forth.

The Settlor or any other person or entity may from time to time add additional money or property, whether real, personal, or mixed, by way of gift, transfer, bequest, devise or other method, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article III of this Declaration of Trust, or shall in the opinion of the Trustees, jeopardize the federal income tax exemption of this Trust pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor to such Section as then in effect.

ARTICLE III

A. The Trustees may make payments or distributions from income or principal, or both, from the Trust, in the Trustees' discretion, to or for the use of any charitable organization or charitable purpose as defined herein. The Trustees are requested, but not required, to give priority in making such distributions to such charitable organizations and for such charitable purposes as MICHAEL R. LISSACK may from time to time indicate to the Trustees. Each distributee shall be informed by the Trustees that such distribution is the gift of the "MICHAEL R. LISSACK FOUNDATION." Any income or principal derived from contributions by corporations shall be distributed by the Trustees for use solely within the United States or its possessions.

THE MICHAEL R. LISSACK FOUNDATION

No part of the net income of this Trust shall inure or be payable to or for the benefit of any private shareholder or individual, nor shall the Trustees or the Trust engage in any acts which may constitute self-dealing under Section 4941 of the Code, or make any taxable expenditures under 4945 of the Code, or any successor to such Sections as then in effect. No substantial part of the activities of this Trust shall be used to carry on propaganda, or otherwise be used to influence legislation within the meaning of Section 501 (h) of the Code, or any successor to such Section as then in effect. This Trust shall not take part in any activity which intervenes in (including publishing or distributing statements) any political campaign or behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions of this Trust, the Trustees shall distribute the income of this Trust for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code, or any successor to such Section as then in effect.

The Trustees shall make available for public inspection a copy of the Trust's original application for tax exemption, any supporting documents submitted during the application process and a copy of the determination or ruling letter granting exemption as well as any information returns, or parts thereof, required to be made available for public inspection.

B. This Trust shall continue forever unless the Trustees terminate this Trust and distribute all of the principal and income, which action may be taken by the Trustees in the Trustees' discretion at any time. On such termination, the Trust assets shall be distributed for the charitable purposes provided in this Trust or shall be distributed to the federal government, or to a state or local government, for a public purpose or to another exempt charitable organization. In addition, the Trustees are authorized and empowered to form and organize a nonprofit corporation, foundation or charitable trust limited to the uses and purposes provided for in this Trust, provided that any such corporation, foundation or trust shall be organized under the laws of any state or under the laws of the United States as may be determined by the Trustees. Upon the creation and organization of such corporation, foundation or trust, the Trustees are authorized and empowered to convey, transfer, and deliver to such corporation, foundation or trustees all the property and assets to which this Trust may be or become entitled. The articles, charter, by-laws, and other provisions for the organization and management of such corporation, foundation or

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trust shall be such as the Trustees shall determine, consistent with the provisions of this paragraph.

C. To the extent it is not limited in any other sections of this Trust or in any amendments thereto, references to "charitable organization" shall mean corporations, trusts, funds, foundations, entities or supporting organizations created or organized in the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described herein shall be entitled to exemption from Federal income tax under Section 501 (c) (3) of the Code, or any successor to such Section as then in effect.

D. In this Trust and any amendments thereto, the term "charitable purposes" shall be limited to and shall include only to religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals, within the meaning of those terms as used in Section 501 (c) (3) of the Code, or any successor to such Section as then in effect.

ARTICLE IV

This Trust may be amended at any time or times by written instruments signed and sealed by the Trustees whenever necessary or advisable for the more convenient or efficient administration of this Trust or to qualify this Trust under Section 501 (c) (3) of the Code, provided that no amendment shall authorize the Trustees to conduct the affairs of this Trust in any manner or for any purpose contrary to the intention of the Settlor that this Trust be operated 1) exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, within the United States or any of its possessions, and 2) in a manner which shall make this Trust tax exempt and the donations to it deductible from taxable income to the extent allowed by the provisions of the Code and the Treasury Regulations the promulgated thereunder, and as they may hereafter be amended. An amendment of the provisions of this Article IV shall be valid only if and to the extent that such amendment

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further restricts the Trustees' amending power as provided in the preceding sentence. All instruments amending this Trust shall be noted upon or kept attached to the executed original of this Trust held by the Trustees. Provided, however, that so long as MICHAEL R. LISSACK is serving as a Trustee hereunder he, acting without the participation of any other Trustee of this Trust, may amend or modify this Trust from time to time subject to the foregoing limitations.

ARTICLE V

MICHAEL R. LISSACK, JEFFREY B. LISSACK, ROBERT TURNER, MARK GOLAN and CHRISTINE SUTHERLAND shall serve as the Co-Trustees of this charitable Trust.

As long as MICHAEL R. LISSACK is serving as a Trustee hereunder, any other Trustee(s) shall serve at the sole discretion of MICHAEL R. LISSACK, and MICHAEL R. LISSACK may from time to time, at his discretion, increase or decrease the number of Trustees, dismiss Trustees and/or appoint new Trustees. In the event MICHAEL R. LISSACK is no longer serving as Trustee hereunder, then a majority of the Trustees then holding office may increase or decrease the number of Trustees, dismiss Trustees and/or appoint new Trustees. The removal of a Trustee and the appointment of a successor Trustee shall be made by an instrument in writing delivered to MICHAEL R. LISSACK, if he is then serving as a Trustee, or to the other Trustees then serving if he is not then serving.

Any successor Trustee appointed hereunder shall succeed to all the duties and powers, including discretionary powers, herein granted to the Trustees, provided that powers reserved by and to MICHAEL R. LISSACK shall be held solely by him. Any instrument required to be executed by this Trust shall be valid if executed in the name of this Trust by the Trustee delegated with authority to sign as provided in subparagraph 16 Article VI of this Trust or, if no such delegation of authority exists, then if executed in the name of this Trust by majority of the Trustees holding office; provided, however, that so long as MICHAEL R. LISSACK is serving as a Trustee hereunder he may act for the Trust and execute any instrument in the name of the Trust, notwithstanding the provisions of the prior sentence. No person shall be required to see to the application of any money, securities, or other property paid or delivered to the Trustees, or to inquire into any action, decision or authority of the Trustees.

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Every successor Trustee appointed as hereinabove provided shall evidence his or her acceptance of the duties of Trustee by signing and acknowledging a writing to that effect, which writing shall thereupon be attached to and become a part of this Trust. Failure on the part of any person appointed as successor Trustee to sign, acknowledge and deliver such a writing of acceptance within thirty (30) days of notification of such appointment shall be deemed to be a refusal to serve as Trustee.

Any Trustee holding office under this Trust may, by written instrument, signed and acknowledged, resign the office of Trustee at anytime. Failure to give such notice shall have no effect whatever upon such resignation but no such resignation shall be effective as against any person dealing in good faith with an apparent Trustee of this Trust without knowledge of such resignation.

No bond shall be required of any Trustee hereunder, or if a bond is required by law, no surety on such bond shall be required. A Trustee shall not be liable for any error of judgment or law made by such Trustee, but shall be liable only for gross negligence. Each Trustee shall be reimbursed in full from the Trust estate for any loss or expense incurred or suffered as a result of the Trustee being or acting as a Trustee, excluding only such loss or expense resulting from the gross negligence of that Trustee. Any such loss or expense may be apportioned between income and principal of the Trust estate in the sole discretion of the Trustees.

No Trustee shall be answerable for loss in any investments of the Trust estate made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, of any accountant, agent, counsel or custodian selected with reasonable care. No Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any instrument presented to the Trustee and may accept the same as conclusive evidence of the truth and accuracy of the statements that are therein contained.

The Trustees, including MICHAEL R. LISSACK, serving hereunder may be paid reasonable compensation and shall be reimbursed for expenses incurred in the administration of this Trust. From time to time, the Trustees may form and may disband a Compensation Arrangement Committee to determine the appropriate compensation for a Trustee. If the Trustees need to or desire to enter into a compensation arrangement with or transfer property to a disqualified person, as defined in Code Section 4958 and the Treasury Regulations promulgated

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thereunder, or desires to allow a disqualified person the right to use property or provides any other benefit or privilege to a disqualified person, a Compensation Arrangement Committee may be formed to review such arrangement or transfer. It is intended that the Compensation Arrangement Committee satisfy the requirements to invoke the rebuttable presumption under proposed Treasury Regulation Section 53.4958-6 that a transaction between the Foundation and a disqualified person is not an excess benefit transaction. If a Compensation Arrangement Committee is not in place, the Trustees shall comply with proposed Treasury Regulation Section 53.4858-6 and the terms of this Article as if it were the Compensation Arrangement Committee. It is anticipated that the composition of the Compensation Arrangement Committee may vary depending upon the proposed transaction under review. The Committee reviewing a proposed transaction shall consist of no fewer than three (3) and no more than nine (9) individuals. Nevertheless, the Compensation Arrangement Committee shall consist entirely of individuals who do not have a conflict of interest with respect to the particular arrangement or transaction under review. Non-Trustees may serve, and are anticipated to serve, on the Committee. A Trustee or other person must recuse himself from participation on the Committee if he has a conflict of interest with respect to a compensation arrangement or transaction, as defined in Code Section 4958 and the Regulations promulgated thereunder. A Trustee or other person with a conflict of interest may meet with members of the Committee to answer questions, but may not be present during debate and voting on the transaction or compensation arrangement. A person shall automatically cease to be a member of the Compensation Arrangement Committee when he has a conflict of interest with respect to the arrangement or transaction at hand or upon his death, incapacity, removal or resignation. The Compensation Arrangement Committee shall have and exercise all powers and authority of the Trustees to approve or disapprove of the terms of any compensation arrangement with or transfer of property to a disqualified person, as defined in Section 4958 of the Code and the Treasury Regulations promulgated thereunder. The Committee shall determine whether proposed arrangements are reasonable and proposed transfers are for fair market value, as defined in Section 4958 of the Code and the Treasury Regulations promulgated thereunder, and shall have sole authority to approve or disapprove of the terms of a proposed arrangement or transfer to or with a disqualified person. The decisions of the Committee shall not require ratification or approval by the Trustees and the Committee may act on behalf of the Trustees to the extent permitted by law. The Committee shall obtain and rely upon appropriate data as to the comparability of the proposed arrangement or transfer with arrangements or transfers in like circumstances for purposes of determining whether the proposed arrangement is reasonable or for fair market value in accordance with Section 4958 of the Code and the

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Treasury Regulations promulgated thereunder. The Committee shall document the basis for its determination as required thereunder to invoke the rebuttable presumption of reasonableness.

Any action required or permitted to be taken by the Trustees may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and "signed" by each Trustee voting in favor of such action. Written consents may be in any reasonable form of written communication, including but not limited to paper, email, text message, facsimile or other electronic communication, and unless otherwise required by law, the transmission of such communication (i.e. the sending of a text message) shall be conclusive evidence of the vote or action by a Trustee and shall constitute the "signing" of the "writing." Any such written consent shall be filed with or entered upon the records of the Trust. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

The Trustees shall render such accountings of the Trustees' transactions as may from time to time be requested by MICHAEL R. LISSACK or such accountings of the Trustees' transactions as the Trustees may from time to time deem appropriate. In the absence of the objection in writing by MICHAEL R. LISSACK to any such accounting within six (6) months of the date of his receipt of such accounting, the accounting shall be deemed to have been approved and in such a case or upon the written approval of MICHAEL R. LISSACK of any such accounting, the Trustees shall be released, relieved, and discharged with respect to all matters and things set forth in such accounting as though such accounting had been settled by the decree of a court of competent jurisdiction. While MICHAEL R. LISSACK is alive and serving as Trustee, no person other than MICHAEL R. LISSACK may require an accounting or bring any action against the Trustees with respect to this Trust.

ARTICLE VI

In extension and not in limitation of the powers given the Trustees by law or the provisions of this Declaration of Trust, the Trustees shall have the following powers with respect to this Trust and its property, to be exercised in the discretion of the Trustees, without court order, subject, however, to the condition that no power or authority shall be exercised if such power or authority, if exercised by an organization which is tax exempt or by an organization the donations to which are deductible from taxable income, would be prohibited under the Code or the regulations promulgated thereunder.

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1. To retain as part of the Trust estate any and all property, real, personal or mixed, transferred, devised or bequeathed to the Trustees, whether or not such property is a legal investment for the Trustees;
2. To sell and convey or exchange, in whole or in part, in such manner and upon such terms as the Trustees may deem advisable any or all property, real, personal and mixed, constituting a part of the Trust estate, and to mortgage the same, all without approval of any Court and without liability upon any person dealing with the Trustees to see to the application of any money or property delivered to the Trustees;
3. To join in or to make leases, with or without option to purchase, on any real estate forming a part of the Trust estate, for any term, even though they may extend beyond the termination of this Trust;
4. To pay all taxes and to maintain insurance, make repairs and improvements to property, and otherwise protect and preserve the property constituting a part of the Trust estate or the ownership thereof;
5. To borrow money upon the security of the Trust estate and to mortgage or encumber or pledge such part or all of the Trust estate as the Trustees may deem advisable;
6. To invest and reinvest any funds coming into the Trustees' possession in their capacity as Trustees in all kinds of property, real, personal and mixed, in any location, and to change the form of any investment when and as often as the Trustees deem advisable for the best interest of the Trust; to invest and reinvest funds in entities, including but not limited to partnerships as general or limited partner, in stocks, bonds, and other securities including any common trust fund (without giving notice to any person) or other property, real or personal, secured or unsecured; to hold principal uninvested or in non-income producing property or otherwise as the Trustees deem advisable for the best interest of the Trust, all without limitation as to the character of the investment under any statute or rule of law regarding investments of fiduciaries;
7. To give proxies, to deposit securities with and transfer title to committees representing security holders and to participate in voting trusts, reorganizations, and other transactions involving the common interest of security holders;

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8. To determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is deemed advisable in the circumstances of each case as it arises, notwithstanding any statute or rule of law for distinguishing income from principal or any determination of the courts;
9. To compromise, contest, submit to arbitration, mediation or otherwise settle any and all claims in favor of or against the Trustees as Trustees of the Trust estate;
10. To employ such agents or attorneys as are reasonably necessary in managing and protecting the Trust estate and to pay their reasonable compensation and expenses;
11. To make any distribution or division of the Trust property in cash in kind or both;
12. To exercise any stock options owned by the Trustees and to retain as part of the Trust estate the stock purchased on the exercise of such options for such period of time as the Trustee shall determine;
13. To cause any securities or other property comprising a part of the Trust estate to be issued, held or registered in the name of the Trustees without disclosing a fiduciary relationship, or in the name of a nominee or in such other form that title will pass by delivery;
14. To do all other acts in the judgment of the Trustees necessary or desirable for the proper and advantageous management, investment and distribution of the Trust estate; and
15. To delegate to any one or more of the Trustees, the power to sign checks drawn on any financial account of this Trust, to execute deeds, contracts, leases, agreements or any other legal documents, to make deposits in and withdrawals from any financial account of this Trust or, to perform any legal acts for and on behalf of the Trustees. The Trustees may also designate an agent who is not a Trustee to perform administrative acts on the Trustees' behalf.

ARTICLE VII

THE MICHAEL R. LISSACK FOUNDATION

The Trustees' powers contained in Article VI of this Trust or any amendment hereto are exercisable by the Trustees solely in the Trustees' fiduciary capacity consistent with and in furtherance of the charitable purposes of this Trust.

The Trust shall indemnify any person who is a party, or is threatened to be made a party, to any action, suit or proceeding, civil, criminal, administrative or investigative, by reason of such person having served, or the person whose legal representative he is, having served as a Trustee or agent of this Trust from and against judgments, fines, amounts paid in settlement, costs and expenses, including attorneys' fees actually and reasonably incurred in connection with such suit, action, or proceedings or any appeal therefrom. This Trust shall not indemnify any person or the legal representative of any person, however, unless such person is determined as hereinafter provided to have acted in good faith in a manner such person reasonably believed to be in the best interest of this Trust and, with respect to any criminal action or proceeding, that such person had no reasonable cause to believe his/her conduct was unlawful. The allocation of fault, the termination of any action, suit or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or that such person did not reasonably believe his/her conduct to be in the best interest of this Trust, or with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his/her conduct was unlawful. The determination referred to above in this paragraph may be made by those Trustees not party to such action, suit or proceeding or by independent legal counsel selected by the Trustees. The Trust may advance indemnifiable costs and expenses on the undertaking of the person seeking such advance to repay such amount if such person is found not to be entitled to the indemnification under this paragraph, without regard to the ability of such person to make such repayment.

All of the rights, powers, duties and discretions of the Trustees, together with all provisions hereof with respect to the principal of the Trust estate, shall be equally applicable to all accumulated income.

ARTICLE VIII

Notwithstanding any other provisions of this Trust, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, or any successor to such as then in effect; nor retain any excess business holdings as defined in Section 4043(c) of the Code, or any

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THE MICHAEL R. LISSACK FOUNDATION

successor to such Section as then in effect; nor make investments in such manner as to incur tax liability under Section 4944 of the Code, or any successor to such Section as then in effect; nor make any taxable expenditures as defined in Section 4945(d) of the Code, or any successor to such Section as then in effect.

ARTICLE IX

In this Trust and in any amendment thereto, references to Trustees shall mean the one or more trustees, whether original or successor, for the time being then in office.

ARTICLE X

A certificate signed by any Trustee and acknowledged before a notary public shall be conclusive evidence to all persons and for all purposes of the facts stated in said certificate respecting the terms of this Trust and any alterations or amendments thereto and who are from time to time the Trustees and of any decision made or action taken by the Trustees.

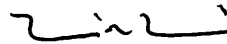
ARTICLE XI

Throughout this Trust, the masculine gender shall be deemed to denote the feminine and neuter, the singular to denote the plural and vice versa, where the context so permits.

ARTICLE XII

This Amended and Restated Declaration of Trust shall be administered, governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as Settlor in the presence of two (2) witnesses and all of them have signed in the presence of me and each other, all as of the date first above written.




MICHAEL R. LISSACK, SETTLOR


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THE MICHAEL R. LISSACK FOUNDATION

SIGNED, SEALED, PUBLISHED and DECLARED by MICHAEL R. LISSACK, Settlor, as and for Settlor's Amended and Restated Declaration of Trust Agreement, in the presence of us and each of us, who, at Settlor's request, in Settlor's presence and in the presence of each other, have hereunto subscribed our names as witnesses on the date first above written.

 of 450 Paradise Rd.
Swampscott, Ma 01902

 of 450 Paradise Rd.
Swampscott, Ma 01902

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THE MICHAEL R. LISSACK FOUNDATION

IN WITNESS WHEREOF, MICHAEL R. LISSACK, Trustee, has signed this instrument as to evidence acceptance of the Trust, in the presence of two (2) witnesses and all of them have signed in the presence of each other all as of the date first above written.

"TRUSTEE"




MICHAEL R. LISSACK, TRUSTEE


This instrument was signed, sealed, published and declared by MICHAEL R. LISSACK ("Trustee") as Trustee of this Amended and Restated Declaration of Trust Agreement made by the Trustee in our joint presence, and at the Trustee's request we have signed our names as attesting witnesses in the presence of the Trustee and in the presence of each other on the date first written above.

Witnesses as to Trustee:

Address:



450 Paradise Rd.
Swampscott, Ma 01907



450 Paradise Rd.
Swampscott, Ma 01907

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STATE OF Massachusetts
COUNTY OF Essex

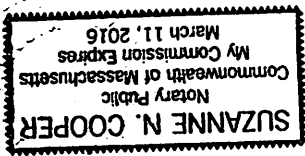
We, the undersigned, being the Settlor and the witnesses, ANNY CRUZ
and ELA ONAY, whose names are signed to the foregoing instrument, and
having been sworn, do hereby declare to the undersigned officer that the Settlor, in the presence
of the witnesses, signed the instrument as Settlor's Amended and Restated Trust Agreement, that
the Settlor signed willingly; and that each of the witnesses, in the presence of the Settlor and in
the presence of each other, signed the Trust Agreement as a witness.

[Signature]
MICHAEL R. LISSACK, SETTLOR

[Signature]
WITNESS

[Signature]
WITNESS

Subscribed and sworn to before me by MICHAEL R. LISSACK, the Settlor, and by
ELA Onay, and Anny Cruz, the witnesses,
on this 23 day of August, 2011, all of whom personally appeared before me.
MICHAEL R. LISSACK, the Settlor, () is personally known to me or (✓) has produced
FLA. Valid license as identification. ANNY CRUZ
a witness, (X) is personally known to me or () has produced ~~ELA ONAY~~ as
identification. ELA ONAY, a witness, (X) is personally known to me
or () has produced _____ as identification.



[Signature]
Notary Public
Print Name: Suzanne N. Cooper
My commission expires: March 11, 2016

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STATE OF CALIFORNIA
COUNTY OF ...

It is the undersigned being the donor and the witnesses
and whose names are signed to the foregoing instrument, and
having been sworn by the undersigned officer that the donor, in the presence
of the witnesses, signed the instrument as donor and intended to execute the same,
and that each of the witnesses, in the presence of the donor and in
the presence of each other, signed the Trust Agreement as a witness.

MICHAEL R. LISZAK, DONOR

WITNESS

WITNESS

Subscribed and sworn to before me by MICHAEL R. LISZAK, the donor and by
the witnesses
on this day of ... 2011, all of whom personally appeared before me,
MICHAEL R. LISZAK, the donor, () is personally known to me or (X) has produced
as identification
a witness (X) is personally known to me or () has produced
as identification
as identification

My commission expires ...
Notary Public
State of California



THE MICHAEL R. LISSACK FOUNDATION

STATE OF Massachusetts
COUNTY OF Essex

We, the undersigned, being the Trustee and the witnesses, ANNY CRUZ
and ELA ONAY, whose names are signed to the foregoing instrument, and
having been sworn, do hereby declare to the undersigned officer that the Trustee, in the presence
of the witnesses, signed the instrument as Trustee of the Settlor's Amended and Restated Living
Trust Agreement, that the Trustee signed willingly; and that each of the witnesses, in the
presence of the Trustee and in the presence of each other, signed the Trust Agreement as a
witness.

[Signature]
MICHAEL R. LISSACK, TRUSTEE

[Signature]
WITNESS

[Signature]
WITNESS

Subscribed and sworn to before me by MICHAEL R. LISSACK, the Trustee, and by
ELA ONAY, and ANNY CRUZ, the witnesses,
on this 22 day of August, 2011, all of whom personally appeared before me.
MICHAEL R. LISSACK, the Trustee, () is personally known to me or () has produced
FLA. Valid License as identification. ANNY CRUZ, a
witness, () is personally known to me or () has produced _____ as
identification. ELA ONAY, a witness, () is personally known to me
or () has produced _____ as identification.



SUZANNE N. COOPER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 11, 2016

[Signature]
Notary Public
Print Name: Suzanne N. Cooper
My commission expires March 11, 2016

[Handwritten mark]

STATE OF _____
COUNTY OF _____

We, the undersigned, being the Trustee and the witness of _____ and _____ whose names are signed to the foregoing instrument and having been sworn to before the undersigned officer in the presence of the witness, signed the instrument as Trustee of the Michael R. Lissack Trust and the Trustee signed willingly and that each of the witnesses in the presence of the Trustee and in the presence of each other signed the Trust Agreement as a witness.

MICHAEL R. LISSACK TRUSTEE

WITNESS

WITNESS

Subscribed and sworn to before me by MICHAEL R. LISSACK the Trustee and by _____ and _____ the witnesses on the _____ day of _____, 2011, all of whom personally appeared before me and MICHAEL R. LISSACK the Trustee () is personally known to me or () has produced to me a satisfactory _____ as identification. _____ () is personally known to me or () has produced to me a satisfactory _____ as identification. _____ () is personally known to me or () has produced to me a satisfactory _____ as identification.

Notary Public
My commission expires _____

NOTARY PUBLIC
STATE OF _____
COMMISSION EXPIRES _____



THE MICHAEL R. LISSACK FOUNDATION

SCHEDULE A

The property under the foregoing Trust Agreement shall consist of all assets previously transferred to the Trustee and all assets transferred to the Trustee in the future and the following:

TEN (\$10.00) DOLLARS CASH

mt