EXHIBIT 20

copy

TRUST AGREEMENT FOR THE

JANE O'DONNELL MULLIGAN 2002 REVOCABLE TRUST

DATED: June 27, 2002

Busch and Busch, LLP
215 North Center Drive
P.O. Box 7448
North Brunswick, NJ 08902
732-821-2300

TRUST AGREEMENT FOR
THE JANE O'DONNELL MULLIGAN 2002 REVOCABLE TRUST

Trust Agreement dated June 27, 2002

BETWEEN: JANE O'DONNELL MULLIGAN, a resident of New Brunswick, Middlesex County, New Jersey, herein referred to in the first person, and sometimes referred to as the "Grantor";

AND: ELLIOT COHEN, a resident of Princeton, Mercer County, New Jersey, herein referred to as "my Trustee" or as "the Trustee".

INTRODUCTION:

A. I desire to establish a revocable trust in order to provide for the security of my family. The trust is named the JANE O'DONNELL MULLIGAN 2002 REVOCABLE TRUST". My Trustee agrees to accept and administer the Trust in accordance with the terms of this Trust Agreement (the "Agreement").

B. I have two children, PATRICIA M. SULLIVAN and RICHARD J. MULLIGAN.

C. I transfer to my Trustee the sum of Ten ($10.00) Dollars. The Grantor and the Trustee agree that the Trustee will hold all property transferred to him in trust, and will manage, invest, apply and distribute the same in accordance with the terms of this Agreement.

The following table sets forth the number and title of each article of this Trust Agreement. The divisions and subdivisions of any article are referred to as "Sections". For example, Section 1.1.1. is a subdivision of Section 1.1. As used in this Agreement, reference in section such as 1.1.1 to "the provisions of this section" shall mean the provisions of the main section (1.1) and the subdivisions (1.1.1, 1.1.2, etc.) thereof, unless a different meaning is clearly required by the

context. This Table is solely for convenience in finding the provisions of this Agreement. This Table is not intended to have any substantive or interpretive effect.

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ARTICLE 1- APPOINTMENT OF FIDUCIARY

1.1. If Elliot Cohen should die or cease to act as Trustee for any reason, I appoint JEFFREY DUFOUR as successor Trustee of all trusts under this Agreement.

1.2. The last person acting or designated to act as Trustee of each trust hereunder, whether named herein or named pursuant to procedure herein prescribed for the selection of successors, may by (a) a notarized or otherwise duly delivered instrument, or (b) his Last Will, appoint one or more individuals or banking institutions or any combination thereof, as successor trustee, to serve concurrently or consecutively, as the last person shall specify.

1.3. Any reference to "my Trustee" shall include any one or more persons serving as Trustee hereunder, whether (i) named herein, (ii) named by the judicial authority having

jurisdiction over this Trust Agreement, or (iii) named pursuant to procedures herein prescribed for the selection of successors.

ARTICLE 2 - DISPOSITION OF TRUST DURING GRANTOR'S LIFETIME

2.1. During my lifetime my Trustee shall distribute to me all of the Trust's net income, if any, at regular intervals, not less frequently than annually, together with such amounts of the Trust's principal as my Trustee in his sole discretion shall determine.

ARTICLE 3 - DISPOSITION OF TRUST UPON DEATH OF GRANTOR

3.1. Upon my death my Trustee shall dispose of all property then belonging to the income and principal of the trust, together with all property distributable to my Trustee as a result of death, whether by will or otherwise, (the "trust fund", sometimes referred to as the "trust") in accordance with the provisions of this article and the articles of this Agreement which follow. If my will or other document which provides that property become distributable to my Trustee as a result of my death also provides that such property be held in trust by my Trustee in accordance with the provisions of a specified Article of this Agreement, such property shall be held in trust as specified in such document.

3.2. If my probate estate (excluding income) is insufficient to pay funeral expenses, all claims against my estate, the expenses of administering my estate and all death taxes chargeable to my estate and to satisfy all pre-residuary legacies or devises given by will, my Trustee shall make available to my executor, out of the trust fund, such sums as my executor shall certify to be required to satisfy the deficiency, except that my Trustee shall not be obligated to furnish to my executor assets or the proceeds of assets which are not subject to claims of my creditors with respect to any deficiency which results from any such claims. My Trustee shall have no duty to

inquire as to the propriety of any certification made by my executor. My Trustee shall also pay out of the trust fund all expenses of administration of the trust fund (including but not limited to the commissions of the trustee and attorneys' fees) payable from the principal of the trust fund after my death and until the division of the trust fund into separate trusts is completed.

ARTICLE 4 – CERTAIN GIFTS

4.1. Gifts to Certain Grandchildren.

4.1.1. Definition of "Aggregate Educational Gifts".

4.1.1.1. Subsequent to the date hereof I might make gifts to or for the benefit of CODY MULLIGAN or KASSIE MULLIGAN (or both), children of my son, Richard J. Mulligan, to defray the cost of or related to their attending school or college, or both. Such gifts may be made in one or more of the following methods: (a) payment directly to one or more of the children, or (b) payment to a school or college, or (c) payment to Richard either as reimbursement for payments already made by him or to enable him to make payment. I define the aggregate of all such gifts made by me between the date hereof and my date of death as my "Aggregate Educational Gifts". I do not intend my annual exclusion gifts and traditional gifts such as birthday gifts, wedding gifts, and Christmas gifts to be taken into account in determining my Aggregate Educational Gifts.

4.1.1.2. I direct that my Trustee, as soon after my death as is practicable, determine the amount of my Aggregate Educational Gifts. The determination of my Trustee shall be conclusive on all persons having a beneficial interest in my the trusts created by this Agreement.

4.1.1.3. I intend that my making the gifts that constitute my Aggregate Educational Gifts be treated as acts and events of independent significance as referred to in New Jersey Statutes Annotated (N.J.S.A.) 3B:3-12. If I should make or cause to be a made a memorandum or notation as to the items that make up the gifts, the memorandum or notation will have been made for the purpose of assisting my Trustee in identifying the gifts. In such event, it is the making of the gifts, not the making of the memorandum or notation that constitutes the acts or events in question.

4.1.2. I direct my Trustee to distribute to each of the persons named below in this section 4.1.2, the amount indicated with respect to that person.

4.1.2.1. The sum of One Hundred Sixteen Thousand ($116,000.00) dollars, plus an amount equal to one-half (½) of my Aggregate Educational Gifts (as that term is defined in Section 4.1.2.1), if any, to my granddaughter SUZANNE NOWACKI provided that she survives me, free from trust.

4.1.2.2. The sum of One Hundred Sixteen ($116,000.00) dollars, plus an amount equal to one-half (½) of my Aggregate Educational Gifts (as that term is defined in Section 3.2), if any, to my granddaughter STACEY SULLIVAN provided that she survives me, free from trust.

4.1.2.3. If a granddaughter named in this Section 4.1.2 should predecease me, I give the amount to which she would have been entitled in accordance with the provisions of this section had she survived me to her children living at my death in equal shares. If there should be no such children, I give the same my other granddaughter named in this section, if she should survive me, but if she does not survive me, to her children living at my death in equal

shares. If neither of my granddaughters named in this section should survive me and if no child of either granddaughter should survive me, I give the amounts provided for in this Section 4.1.2 to my daughter, PATRICIA M. SULLIVAN.

4.2. Gifts of Johnson & Johnson ("J&J") Stock.

4.2.1. If at my death any of my shares of Johnson & Johnson stock (the "pledged J&J shares") have been pledged by me as collateral security for a loan or loans made to my son, Richard J. Mulligan, and are being held by the lender(s) at my death, I direct that my Trustee distribute to my son all of the pledged J&J shares, if he should survive me, subject to the rights of the lender(s) to whom the shares have been pledged.

If Richard should predecease me I direct that my Trustee (and, to the extent appropriate, my Executor) arrange with the lender(s) to sell the pledged J&J shares and that the net proceeds of sale be applied in reduction or satisfaction, as the case may be, of the loan(s) with respect to which the stock has been pledged. If there are any net proceeds of sale remaining after application of the net proceeds in accordance with this section, my Trustee shall distribute the same to Richard's children living at my death, to be distributed among them in the number of equal shares required to accomplish the following:

A. Two equal shares to my grandson RICHARD MULLIGAN, provided that he survives me.

B. Two equal shares to my granddaughter MELISSA MULLIGAN, provided that she survives me.

C. Two equal shares to my granddaughter BREANNA MULLIGAN, provided that she survives me.

D. One equal share to my grandson CODY MULLIGAN, provided that he survives me.

E. One equal share to my granddaughter KASSIE MULLIGAN, provided that she survives me.

If Richard should predecease me and if a sale of the shares cannot be arranged or if my Trustee determines that such a sale would be impracticable, my Trustee shall distribute the pledged J&J shares to Richard's children living at my death in the proportions stated in paragraphs A through E above, subject to the rights of the lender(s) to whom the shares have been pledged.

4.2.2. If Section 4.2.1. should become operative because of the existence at my death of pledged J&J shares, I direct that my Trustee distribute to my daughter, PATRICIA M. SULLIVAN, shares of my Johnson & Johnson stock equal in number to the number of shares that constitute the pledged J&J shares. If she should predecease me, I direct that my Trustee distribute said shares to her issue living at my death, per stirpes. If I should not own a sufficient number of Johnson & Johnson shares to enable my Trustee to make the distribution provided for in this section 4.2.2, I define the shortfall in the number of shares as the "J&J Shortfall". Should there be a J&J Shortfall, I direct my Trustee to distribute to the beneficiary (beneficiaries) entitled to the shares in accordance with the provisions of this section (that is, Patricia, or her issue per stripes should she predecease me) a sum that is the product of the number of shares making up the J&J Shortfall multiplied by the closing price of Johnson & Johnson shares on the date of my death.

4.2.3. Subject to any claims that the pledgee of the pledged J&J shares may have to dividends paid on such shares, my Trustee shall pay to Richard (if he survives me) an amount equal to the sum of all dividends payable during the applicable dividend payment period with respect to the pledged J&J Shares. For purposes of this section 4.2.3, the applicable dividend payment period starts with the first J&J dividends that have a record date after my date of death and ends when the pledged J&J shares are distributed or disposed of in accordance with the provisions of Section 4.2.1. If Richard should predecease me, my Trustee shall distribute such amount in the same manner provided for distribution in the lettered paragraphs of Section 4.2.1 in the event that Richard should predecease me.

4.2.4. If the provisions of Section 4.2.2 become operative, my Trustee shall distribute to Patricia, if she survives me, or to her issue living at my death, per stirpes, if she does not survive me, an amount equal to the sum of (a) all dividends payable during the applicable dividend payment period with respect to the shares of J&J shares which are to be distributed to Patricia or her issue in accordance with the provisions of Section 4.2.2, and (b) if there is a J&J Shortfall, all dividends which would have been payable during such period with respect to the number of J&J shares constituting the J&J Shortfall. For purposes of this section 4.2.4, the applicable dividend payment period starts with the first J&J dividends that have a record date after my date of death and ends when the J&J shares are distributed in accordance with Section 4.2.2 and the payment required if there should be a J&J Shortfall has been made.

ARTICLE 5 – DISPOSITION OF BALANCE OF TRUST

5.1. My Trustee shall divide the balance of trust fund remaining after my Trustee has complied with the prior provisions of this Agreement into two equal shares which I designate the

Patricia Share and the Richard Share, respectively. My Trustee shall hold the Patricia Share in trust as a separate trust (which I designate as the "Patricia M. Sullivan Trust") for the benefit of my daughter, PATRICIA M. SULLIVAN, and her issue, and shall administer and distribute the same in accordance with the provisions of Article 6. My Trustee shall hold the Richard Share in trust as a separate trust (which I designate as the "Richard J. Mulligan Trust") for the benefit of my son, RICHARD J. MULLIGAN, and his issue, and shall administer and distribute the same in accordance with the provisions of Article 7.

ARTICLE 6 - PROVISIONS FOR THE PATRICIA M. SULLIVAN TRUST

6.1. During Patricia's lifetime, my Trustee shall pay to her and to her issue so much of the trust's net income and principal, none, some, or all, as my Trustee determines from time to time to be necessary or desirable for the support, maintenance in reasonable comfort, and education, including the expenses of any secondary school, college, and post-graduate studies of any such person. Any portion of the trust's income not so distributed shall be accumulated and added to the trust's principal.

6.2. Upon Patricia's death if Patricia survives me, my Trustee shall distribute the then principal and undistributed net income of the trust to or for the benefit of such beneficiaries included within a class comprised of (a) the then surviving issue of Patricia's, and (b) her husband John L. Sullivan, Jr., if he survives her, in such amounts or proportions and upon such terms and conditions, either outright or in further trust as Patricia may by her last will and testament appoint specifically referring to and exercising this special power of appointment. To the extent that Patricia does not fully exercise the power of appointment, or in the event that Patricia should predecease me, my Trustee shall divide the unappointed portion of the trust (in

the event that Patricia survives me) or the entire trust (in the event that Patricia predeceases me) into as many equal shares as will allow my Trustee to set apart one such share for each child of Patricia's then living and one such share for the issue collectively then living of each child of Patricia's who shall not be then living. As used in the previous sentence, the phrase "then living" means living (a) at Patricia's death, if she survives me, or (b) at my death if Patricia does not survive me. Each share set apart for a child of Patricia's shall be distributed to the child free from trust. Each share set apart for such issue of a deceased child of Patricia's shall be divided and set apart into subshares for the persons who constitute such issue, per stirpes, and each subshare shall be held by my Trustee in trust for each such person in accordance with the provisions of Section 6.3.

6.3. Trust for the benefit of Issue of Patricia's Children.

6.3.1. All portions of any trust created under any provision of this Agreement to which a person who is issue of a child of Patricia's becomes entitled shall be held in trust by my Trustee as a separate trust for the for the benefit of such person (referred to in this section 6.3 as the "Beneficiary") in accordance with the provisions of this section 6.3.

6.3.2. My Trustee shall, from time to time, pay to the Beneficiary so much of the income and of the principal of the trust as my Trustee shall determine to be necessary or advisable for the Beneficiary's support, maintenance, education or welfare. Any income not required for such purposes shall be accumulated and added to principal.

6.3.3. When the Beneficiary reaches the age of 25 years, my Trustee shall pay over to the Beneficiary the entire balance of the trust. If the Beneficiary should die before attaining the age of 25 years, my Trustee shall pay the same in equal shares to the Beneficiary's

children, then living, if any, and if there are no such children, in equal shares to the Beneficiary's siblings who survive the Beneficiary and who are also my issue, and if there are no such siblings, to Patricia's issue then living, per stirpes, and if there are no such issue, to my issue then living, per stirpes.

ARTICLE 7 - PROVISIONS FOR THE RICHARD J. MULLIGAN TRUST

7.1. During Richard's lifetime, my Trustee shall pay to him and to his issue so much of the trust's net income and principal, none, some, or all, as my Trustee determines from time to time to be necessary or desirable for the support, maintenance in reasonable comfort, and education, including the expenses of any secondary school, college, and post-graduate studies of any such person. Any portion of the trust's income not so distributed shall be accumulated and added to the trust's principal.

7.2. Upon Richard's death if Richard survives me, my Trustee shall distribute the then principal and undistributed net income of the trust to or for the benefit of such beneficiaries included within a class comprised of (a) the then surviving issue of Richard's, and (b) his wife, Brenda Mulligan, if she survives him, in such amounts or proportions and upon such terms and conditions, either outright or in further trust as Richard may by his last will and testament appoint specifically referring to and exercising this special power of appointment. To the extent that Richard does not fully exercise the power of appointment, or in the event that Richard should predecease me, my Trustee will divide the unappointed portion of the trust (in the event that Richard survives me) or the entire trust (in the event that Richard predeceases me) into as many equal shares as will allow my Trustee to set apart equal shares as follows (as used in the

following paragraphs of this section, the phrase "then living" means living (a) at Richard's death, if he survives me, or (b) at my death if Richard does not survive me):

A. Two (2) shares for my grandson RICHARD MULLIGAN, if he is then living, but if he is not then living and children of his are then living, for his then living children .

B. Two (2) shares for my granddaughter MELISSA A. MULLIGAN, if she is then living, but if she is not then living and children of hers are then living, for her then living children .

C. Two (2) shares for my granddaughter BREANNA MULLIGAN, if she is then living, but if she is not then living and children of hers are then living, for her then living children .

D. One (1) share for my grandson CODY MULLIGAN if he is then living, but if he is not then living and children of his are then living, for his then living children.

E. One (1) share for my granddaughter KASSIE MULLIGAN, if she is then living, but if she is not then living and children of hers are then living, for her then living children .

Each share set apart for a child of Richard's shall be held in trust for the child in accordance with the provisions of Section 7.3. Each share set apart for such issue of a deceased child of Richard's shall be divided and set apart into subshares for the persons who constitute such issue, per stirpes, and each subshare shall be held by my Trustee in trust for each such person in accordance with the provisions of Section 7.4.

7.3. Trust for the benefit of Richard's Children.

7.3.1. All portions of any trust created under any provision of this Agreement to which a child of Richard's becomes entitled shall be held in trust by my Trustee as a separate trust for the for the benefit of the child (referred to in this section 7.3 as the "Beneficiary") in accordance with the provisions of this Section 7.3.

7.3.2. My Trustee shall, from time to time, pay to the Beneficiary so much of the income and of the principal of the trust as my Trustee shall determine to be necessary or advisable for the Beneficiary's support, maintenance, education or welfare. Any income not required for such purposes shall be accumulated and added to principal. My Trustee may designate any principal distribution made pursuant to this section as an advance with respect to the principal distributions provided for in Section 7.3.4.

7.3.3. Commencing when the Beneficiary attains the age of 21 years, my Trustee shall pay to the Beneficiary all of the net income of the trust not less often than annually

7.3.4. When the Beneficiary reaches the ages stated in this section 7.3.4, my Trustee shall pay over to the Beneficiary the portions of the trust stated below:

A. At 25 years of age, one-third (1/3) of the then principal balance of the trust.

B. At 30 years of age, one-half (½) of the then principal balance of the trust

C. At 35 years of age, the entire balance of the trust.

If the Beneficiary should die before attaining the age of 35 years, my Trustee shall pay the entire balance of the trust in equal shares to the Beneficiary's children, then living, if any, and if there are no such children, in equal shares to the Beneficiary's siblings who survive the

Beneficiary and who are also my issue, and if there are no such siblings, to my issue then living, per stirpes.

7.4. Trust for the benefit of Issue of Richard's Children.

7.4.1. All portions of any trust created under any provision of this Agreement to which a person who is issue of a child of Richard's becomes entitled shall be held in trust by my Trustee as a separate trust for the for the benefit of such person (referred to in this section 7.4 as the "Beneficiary") in accordance with the provisions of this section 7.4.

7.4.2. My Trustee shall, from time to time, pay to the Beneficiary so much of the income and of the principal of the trust as my Trustee shall determine to be necessary or advisable for the Beneficiary's support, maintenance, education or welfare. Any income not required for such purposes shall be accumulated and added to principal.

7.4.3. When the Beneficiary reaches the age of 25 years, my Trustee shall pay over to the Beneficiary, the entire balance of the trust. If the Beneficiary should die before attaining the age of 25 years, my Trustee shall pay the same in equal shares to the Beneficiary's children, then living, if any, and if there are no such children, in equal shares to the Beneficiary's siblings who survive the Beneficiary and who are also my issue, and if there are no such siblings, to Richard's issue then living, per stirpes, and if there are no such issue, to my issue then living, per stirpes.

ARTICLE 8 - POWERS OF FIDUCIARIES

8.1. I authorize and empower my Trustee, to whom I sometimes refer as my "Fiduciary", with respect to every trust hereby created, to exercise from time to time in his sole discretion and without prior authority from any court, all powers conferred by law upon trustees or expressed in

this document and I intend that such powers (including the following) be construed in the broadest possible manner:

8.1.1. Power to retain any investments comprising my estate at my death for such length of time as my Fiduciary deems proper without liability by reason of such retention.

8.1.2. Power to invest or reinvest all or any portion of the money or other property which constitutes part of the principal of a trust in such common or preferred stocks, investment trust shares, mutual funds, common trust funds, partnership interests, bonds, notes, other evidences of indebtedness, real and personal property and other investments as my Fiduciary in its absolute judgment and discretion deems for the best interests of the beneficiaries of the trust regardless of nondiversification or of the amount which may be invested in any one investment or type of investment (including, for example, in fixed income obligations) and regardless of whether (a) authorized by law regarding the investment of trust funds; (b) of a wasting asset nature; or (c) temporarily not income producing.

8.1.3. Power to borrow in the name of any trust hereby created such sums for such periods and upon such terms as he shall deem necessary or convenient in the administration of such trust, and to secure any such loan by mortgage or pledge. No lender shall be bound to see to or be liable for the application of the proceeds, and no Trustee shall be personally liable, but each such loan shall be payable only out of assets of such trust. The provisions of this section are not intended to permit a Trustee to use any portion of the Trust to secure a personal loan for any purpose, even if all Trustees and beneficiaries should consent to the same.

8.1.4. Power, without the consent of any beneficiary, to make distributions (including the satisfaction of any distribution of a specific dollar amount) in cash or in specific

property, real or personal, or an undivided interest therein, or partly in cash and partly in such property, and to do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust) and without making pro rata distributions of specific assets.

8.1.5. Power to sell, mortgage, lease, or otherwise dispose of any real or personal property which becomes a part of the trusts created herein, at any time. Any such transaction shall be for such prices and upon such terms as my Fiduciary shall determine. No purchaser shall be obligated to ascertain how the purchase money was disposed of.

8.1.6. Power to abandon property which is part of any trust established herein, should my Trustee determine that said property is not worth protecting or retaining.

8.1.7. Power to disclaim any interests in property to which my Trustee may become entitled if my Trustee should determine that the exercise of such power is in the best interest of the trust or its beneficiaries.

8.1.8. Power to open and maintain brokerage accounts, including margin accounts.

8.1.9. Power to submit claims in favor of or any trust to resolution by arbitration or such other mode of alternate dispute resolution as my Trustee shall determine.

8.1.10. Power to employ a custodian and to acquire, hold, register, or dispose of property in the name of such custodian, or its agent or nominee, without designation of fiduciary capacity, and to employ investment counsel or other agents and to pay out of principal or income or both the charges and expenses of any such agent.

8.1.11. Power to accept additions from any source.

8.1.12. Power to permit the beneficiary of any trust to enjoy the assets held by the trust without rent or other compensation to the trust, such as by occupying the trust's real property or using its tangible property.

8.2. Merger, Consolidation, and Division. After my death, for convenience of administration of investments, my Trustee of any trusts created hereunder may:

8.2.1. Invest the assets of multiple trusts in a single fund, assigning them undivided interests in such common fund, dividing income proportionately, and accounting for them separately

8.2.2. Merge or consolidate any trust created hereunder together with any other trust(s) having the same trustee, the same beneficiary(ies), and substantially the same dispositive provisions.

8.2.3. Divide any trust created hereunder into two or more separate trusts, each trust to contain a fractional share of the assets of the trust before such division.

8.4. Any individual acting as a co-fiduciary may, by a signed instrument, and with the consent of the individual's co-fiduciaries, delegate to his co-fiduciaries all or any portion of the powers, discretions and duties vested in him by this instrument or by law, including any power, discretion or duty which would not, absent this section, be delegable; provided, however, that this section shall not be construed to permit any power, discretion or duty to be delegated to a co-fiduciary who is expressly foreclosed from participating in the exercise of such power, discretion or duty pursuant to any provision under this document, or to permit the delegation of any power, discretion or duty specifically reserved to a particular fiduciary or fiduciaries. Persons dealing with my Fiduciaries shall be absolutely protected in relying upon the written

representation of any Fiduciary concerning the delegation of powers in accordance with this Section. Any such delegation may be revoked by the delegating Fiduciary by an instrument in writing delivered to the remaining Fiduciaries.

8.5. Where more than two persons qualify to act as co-fiduciaries, my Fiduciaries may exercise and perform every power (including discretionary powers), authority, or duty by the concurrence of a majority of them with the same effect as if all had joined therein, except that a unanimous vote shall be necessary to determine the number (one or more) and identity of persons who may (i) sign checks, (ii) make withdrawals from financial institutions, (iii) have access to safe deposit boxes, or (iv) execute any documents or otherwise provide any authorization necessary to effectuate the sale of the assets of the trust and the disposition of the proceeds. However, this section shall not be construed to permit any power, discretion or duty to be exercised by a Fiduciary who is expressly foreclosed from participating in the exercise of such power, discretion or duty pursuant to any provision under this document, or to permit the exercise of any power, discretion or duty specifically reserved to a particular Fiduciary or Fiduciaries by anyone other than such Fiduciary or Fiduciaries.

8.6. No Trustee shall be required to provide bond or security of any kind for any purpose in any jurisdiction.

ARTICLE 9 - GENERAL PROVISIONS

9.1. Any person serving as trustee may resign his office at any time without the consent or waiver of any person by (a) delivering his written resignation, executed as required for a deed to be recorded to his co-trustee, or if the resigning trustee is the sole or trustee, to his successor

trustee; and (b) by transferring and delivering to such successor all of the trust property in his possession or control.

9.2. A successor trustee shall not be liable for any act or omission of a predecessor trustee prior to the time when the successor qualified as such.

9.3. Persons dealing with my Trustee need not inquire into the validity of anything which my Trustee purports to do, nor need they see to the application of any money paid or property transferred to my Trustee.

9.4. Where my Fiduciary is authorized or directed to distribute income or principal to a person without restriction, the income or principal shall be distributed to the person directly if he has reached majority, unless in the sole judgment of my Fiduciary the person is mentally or physically incompetent to handle his own funds. If the person is a minor, or if in the sole judgment of my Fiduciary the person is not mentally or physically competent to handle his own funds, my Fiduciary may use the income or principal for the person's benefit in such manner as my Fiduciary determines in his uncontrolled discretion, either by direct payment of the person's expenses, or by the distribution of the income or principal to an individual selected by my Fiduciary to receive distribution for the person (including, if the person is a minor, an individual designated as his custodian under the Uniform Transfers to Minors Act with such designation of successor Custodians as my Fiduciary deems advisable), or by the distribution of the income or principal to the person. My Fiduciary shall be completely discharged as to any payment or distribution under this section, and he shall have no duty to see to the application of any payment or distribution. However, no person to whom a distribution is made on behalf of any beneficiary pursuant to this section shall use any part of the distribution to satisfy any individual's legal

9.14. No distribution by my trustee to a beneficiary, including a distribution pursuant to a power of appointment shall discharge any individual's legal obligations to support the beneficiary.

9.15. For all purposes under this Agreement, for the determination of relationships or otherwise, adopted children of an adoptive parent shall be considered to have and shall be given exactly the same status as biological children.

9.16. Subject to the provisions of this section, this Agreement shall be construed under, and the trusts hereby created shall be governed by, the laws of the State of New Jersey. If my Trustee should determine that it is in the best interests of the trust and of the beneficiaries that the situs of administration of the trust be changed, my Trustee may change the situs from one jurisdiction to another by an instrument filed with the trust records. However, my Trustee may not elect to make such change in situs if the change would alter any beneficial interest under the trust.

9.17. Any use of the singular shall include the plural, and the plural the singular. Any use of the masculine, feminine, or neuter shall include the masculine, feminine, or neuter, as the context requires.

9.18. Except as otherwise specifically provided in this document (i) where my Trustee has the discretion to distribute the principal of a trust in accordance with an ascertainable standard, all of the principal may be so distributed in accordance with that standard even though such a distribution will result in the termination of the trust prior to the time it would otherwise have terminated, and (ii) where my Trustee's discretion to distribute the income or principal of a trust is not limited by an ascertainable standard, my Trustee may distribute all, some or none of

the income or principal even though a distribution of all of the principal will result in the termination of the trust prior to the time it would otherwise have terminated.

9.19. Except as otherwise specified in this Agreement, where two or more trusts (whether created under this Agreement) exist for the benefit of a single beneficiary, my Trustees may take into account the differing inclusion ratios of the trusts within the meaning of Section 2642 of the Code in making distributions from the trusts.

9.20. Where a trust is to be funded initially by an amount which will be covered only in part by an allocation of federal generation skipping transfer tax exemption, my Trustee shall divide that amount into two separate trusts, one consisting of the portion so covered which will thereby have a zero inclusion ratio, and the other consisting of the balance. Further, where an amount is to be added to an existing trust, or there is to be an allocation of federal generation skipping transfer tax exemption to an existing trust, and the trust would otherwise thereafter have an inclusion ratio greater than zero, my Trustee shall first divide the trust into two trusts, one consisting of assets equal to the amount of the allocation which will thereby have a zero inclusion ration, and the other consisting of the balance of the assets. Any reference to such a trust shall thereafter be considered a reference to each of the separate trusts so created by my trustee. Any assets transferred in kind to such a separate trust shall be valued at their fair market value when transferred; provided, however, that my Trustee shall comply with such other requirements as may apply for separate trusts to be recognized for generation skipping transfer tax purposes.

9.21. Where (i) distributions are to be made from two or more trusts to two or more beneficiaries (or to trusts for such beneficiaries), (ii) one or more but not all of such distributions

would constitute a generation skipping transfer as defined in the Code, and (iii) one or more but not all of the distributing trusts have a zero inclusion ration, then my Trustee is directed to fund the gifts which would be generation skipping transfers from the trust(s) with a zero inclusion ratio to the greatest extent possible, and to fund correspondingly greater portions of the gifts which would not be generation skipping transfers from the trust(s) with an inclusion ratio greater than zero it being my intent that my trustee allocate the funding of such gifts so as to minimize the total amount of generation skipping transfer taxes imposed upon all beneficiaries' interests in the trusts.

9.22. No power of appointment otherwise exercisable by an individual with respect to any interest in a trust shall be effective over any property, or over any income (current or accumulated) derived from any property, to the extent that the individual shall have at any time made a qualified disclaimer (within the meaning of section 2518 of the Code) with respect to such property. Further, no power of appointment otherwise exercisable by an individual with respect to any interest in a trust may be exercised in a manner which would increase that trust's inclusion ration for federal generation skipping transfer tax purposes.

9.23. Any reference to the "Code" shall mean the Internal Revenue Code of 1986, as amendment.

9.24. If any estate, inheritance, generation skipping transfer, and like taxes are imposed by reason of a beneficiary's death on account of the inclusion in his estate of all or a portion of any trust created under this Agreement, my Trustee shall pay from the trust fund whatever portion of the tax may be requested in writing by the beneficiary's personal representative, and shall have no duty to verify the amount of such tax.

9.25. My Trustee may in his sole discretion with respect to all or any part of the principal of the Patricia M. Sullivan Trust and of the Richard J. Mulligan Trust by an instrument filed with the trust records, (a) create in my child whose name appears in the trust title with respect to such trust a general power of appointment within the meaning of section 2041 of the Code (including a power the exercise of which requires the consent of the trustee) to dispose of the property upon the death of the child; (b) eliminate such power for all or any part of the principal as to which it was created, (c) irrevocably release the right to create or eliminate such power, and (d) divide the trust principal into two fractional shares based upon the portion that would be includible in the gross estate of the child holding such power if the child died immediately before such division. In the event of such division, case the power shall be over the entire principal of one share and over no part of the other share and each such share shall be administered as a separate trust unless my Trustee in his sole discretion combines such separate trusts into a single trust, which he is authorized to do. I desire (but do not direct) that a general power will be kept in effect when the trustee believes the inclusion of the affected property in the child's gross estate may achieve a significant savings in transfer taxes by having an estate tax rather than a Chapter 13 tax imposed.

9.26. If a child of mine or any other beneficiary hereunder should disclaim an interest to which such beneficiary is entitled under this Agreement, my Trustee shall distribute and administer the disclaimed interest as if the disclaiming beneficiary had predeceased me (or to the extent applicable, had predeceased the person whose interest in the disclaimed interest preceded that to which the disclaiming beneficiary was or would have been

ARTICLE 10 - ACCOUNTINGS

10.1. It is my desire that the administration of the trusts created in this Agreement be accomplished insofar as possible without the intervention of any Court. I authorize my Trustee to settle their accounts by agreement in accordance with this article rather than having their accounts settled judicially. I excuse my Trustee from filing periodic accountings as may be required by law.

10.2. I authorize my Trustee to settle intermediate or final accounts by agreement with all adult persons who are, at the time of such agreement, either (a) income beneficiaries under the trust in question, or (b) holder of a remainder interest in the principal of such trust which can be defeated only by his own death. The agreement of such persons shall be final and binding on all persons, whether or not in being, who are then, or who thereafter may become, entitled to share in either the income or principal of any trust created by this Agreement.

ARTICLE 11 - DEATH OF BENEFICIARY

11.1. In determining survivorship for all purposes of this Agreement, unless the following survivorship requirements would cause a taxable generation-skipping transfer as defined in the Code, (a) any individual who dies before the 91st day after my death will be deemed to have predeceased me, and (b) any person who dies before the 91st after the death of any beneficiary hereunder will be deemed to have predeceased that beneficiary.

ARTICLE 12 - TERMINATION OF TRUSTS

12.1. Notwithstanding any provision to the contrary in this Agreement, unless sooner terminated pursuant to the other provisions hereof, each trust created hereunder shall terminate at the latest date after (i) the Grantor's death, and (ii) the death of the last beneficiary of any trust

created hereunder living at the date of the Grantor's death, which will allow such trust to comply with the applicable statutory and/or common law rule against perpetuities, as the case may be, of the laws of the jurisdiction which is applicable to such trust. The then remaining principal and/or undistributed income of such trust shall be paid over and distributed to the beneficiaries to whom, or for whose benefit, the income of such trust is then to be paid or applied, or in the discretion of the Trustees of such trust, may be so paid or applied, in proportion to their interests in such income, or equally if such trust does not set forth their respective interests in income; provided, however, that if the beneficiaries of the trust are ancestors and descendants of each other, the distribution shall be made equally among only those beneficiaries who are members of the oldest generation of beneficiaries.

ARTICLE 13 - REVOCABILITY

13.1. I reserve the right at any time or from time to time during my lifetime (a) by an instrument signed by me and delivered to my Trustee, to revoke the Trust hereby created in whole or in part, without the consent of any other person, or (b) by a like instrument, signed and acknowledged by me and delivered to my Trustee, to amend this Agreement, provided that the duties, responsibilities and rate of compensation of my Trustee shall not be altered without my Trustee's written consent.

IN WITNESS WHEREOF, my Trustee and I have signed this Trust Agreement on the date first above written.

Jane O'Donnell Mulligan L.S.
JANE O'DONNELL MULLIGAN, Grantor

Elliot Cohen L.S.
ELLIOT COHEN, Trustee

STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX

I certify that on June 27, 2002, JANE O'DONNELL MULLIGAN personally appeared before me and acknowledged that he signed, sealed and delivered this document as Grantor and as Trustee as his act and deed, for the uses and purposes therein expressed.

Malcolm R. Busch,
An Attorney at Law of New Jersey

IN WITNESS WHEREOF, my Trustee and I have signed this Trust Agreement on the date first above written.

Jane O'Donnell Mulligan L.S.
JANE O'DONNELL MULLIGAN, Grantor

Elliot Cohen L.S.
ELLIOT COHEN, Trustee

STATE OF NEW JERSEY:
COUNTY OF MIDDLESEX

I certify that on June 27, 2002, JANE O'DONNELL MULLIGAN personally appeared before me and acknowledged that he signed, sealed and delivered this document as Grantor and as Trustee as his act and deed, for the uses and purposes therein expressed.

Malcolm R. Busch,
An Attorney at Law of New Jersey