

DECLARATION OF TRUST
ESTABLISHING
FOLLINS POND REALTY TRUST

This ninth day of February, 1985, CAROLYN KELLEY and BEATRICE SHAFER (hereinafter referred to as the "Settlors"), do hereby make this Declaration of Trust (the "Declaration") upon and according to the terms hereinafter set forth, and declare that they will hold for the benefit of the beneficiaries named herein, any and all property acquired by or conveyed to them as Trustees hereunder.

ARTICLE 1

NAME

1.1 All Acts of the Trustees relating to this Trust may be done under the name of Follins Pond Realty Trust (the "Trust") and the principal place of business and mailing address of the Trust shall be c/o Mr. & Mrs. Sayre Shafer, 85 Alfred Metcalf Drive, South Dennis, Massachusetts 02660.

ARTICLE 2

TERMS

2.1 The term "Trustee," whether used in the singular or plural, shall mean not only the person or persons named herein as Trustee(s), but whomever may be named as additional or substituted Trustee(s) at any future time. The term "Beneficiary" shall mean those designated as such in a Schedule of Beneficiaries (the "Schedule") for the Trust, dated this date, as such Schedule may be amended from time to time, but only as specified in Article 8 hereof.

ARTICLE 3

TRUSTEE

3.1 The original Trustee(s) herein shall be Carolyn Kelley and Beatrice Shafer, and Beatrice Shafer shall be designated as Managing Trustee, as defined herein. The Trustee(s) are to hold the property described in Exhibit "A" annexed hereto and incorporated herein (the "Trust Property"), in trust for the Beneficiaries named in the Schedule of the Trust.

ARTICLE 4

POWERS OF THE TRUSTEE(S)

4.1 The Trustee(s) shall have the entire control and management of the Trust Property to the same extent as if they were the sole and absolute owners of the Trust Property in their own right and free and clear of any Trust. It is specifically provided that only the Managing Trustee may act alone on behalf of, sign any and all documents for, and bind the Trust. The enumeration of any specific powers of authority herein shall not be construed as impliedly limiting the following specified Trustee powers and authority:

(a) They shall have power to (i) purchase, otherwise acquire, invest in or enter into commitments to acquire or invest in such real or personal property as they may deem expedient, and, in the exercise of such authority, may hold property which ordinarily would not be considered suitable for Trustees; (ii) sell, alienate, exchange or otherwise divest themselves of any interest in real or personal property held by them, for cash or for any other consideration and upon such terms and conditions as they may deem advisable; (iii) borrow money and mortgage or pledge any part of the Trust assets, and issue bonds, notes, or other evidence of indebtedness upon such terms, conditions and maturities as they deem proper; (iv) lend money with or without security; (v) execute, as Lessor or as Lessee, leases upon any conditions and for any term, including terms expiring after the termination of the Trust; and (vi) pay all expenses, costs, other charges or obligations incurred in the administration of the Trust or the assets thereof.

(b) They shall have power to employ, elect, appoint, and remove employees, attorneys and other agents or independent contractors of the Trust, and from time to time to delegate any or all of their powers to such employees, agents or independent contractors as they may deem necessary or proper.

(c) They shall have authority, with respect to any real property and structures held, managed or operated by them, to remove, renovate, repair, rebuild, construct or otherwise deal with any such structures and to make such other improvements as they may deem expedient, including the authority to develop, improve, manage, operate or subdivide real estate.

(d) They may prosecute, compromise, submit to arbitration or abandon any claim or dispute involving the Trust Property or other assets of the Trust, and pay all debts, expenses or claims against such Trust Property or other assets, upon such evidence as they may deem sufficient.

(e) They may execute, acknowledge and deliver, in their discretion, all necessary and relevant contracts, deeds, mortgages, agreements, notes, assignments, releases, discharges, pledges or other instruments and documents, whether or not under seal, incident to any of their powers and rights.

(f) They shall have power to open one or more accounts at one or more banks, to endorse checks, drafts, money orders or other financial instruments, and to sign checks and drafts. All funds on deposit in any bank in the name of the Trust may be used and withdrawn by the Trustees, or, pursuant to written Trustee authorization, by any other person.

(g) All agreements, obligations, instruments, papers and actions by, in the name of, or on behalf of the Trust, may be made, incurred, executed, signed or taken by, in the name of, or on behalf of the Trust in such manner as the Trustees deem advisable; such documents shall exempt expressly the Trustee(s) and Beneficiaries from personal liability and shall provide expressly that the Trust Property alone shall be liable thereunder or by reason thereof.

4.2 No Trustee(s) whether original, successor or additional, shall be required to give bond, security or surety in any form.

4.3 If any Trustee(s), on account of absence, incapacity, or other reason, are unable to act or exercise authority as Trustee, they may by written power of attorney delivered to their attorney or agent, authorize the exercise by such designated person of any or all of the powers granted to them as Trustee(s) for such period as may be specified in said writing. The designating Trustee(s) shall not be liable for the act or neglect of any such agent, officer, attorney, or other person so appointed, employed or designated, such individual being liable to the Trust for his own actions and upon the same basis as specified herein for all Trustees.

ARTICLE 5

VACANCY; RESIGNATION; SUCCESSOR TRUSTEES

5.1 If any vacancy occurs in the office of Trustee for any reason whatsoever, any successor Trustee(s), as designated hereunder by an instrument in writing signed by not less than fifteen (15) Beneficiaries, shall thereupon succeed to said Trust and to the title of the Trust Property. Said successor Trustee(s) shall assume office upon recording in the Barnstable Registry of Deeds (the "Registry"), of an instrument signed and acknowledged by him or her, setting forth the fact of the vacancy in the office of Trustee and his or her appointment and acceptance of said office.

5.2 A Trustee(s) may resign by an instrument in writing delivered to the Managing Trustee, who shall give notice of such resignation to all Beneficiaries shown on the Schedule and by filing such resignation in the Registry.

5.3 In the event of the death, resignation or incapacity of any Trustee(s) hereunder, a successor Trustee(s), as provided in Section 5.1 above, may be designated by not less than fifteen (15) Beneficiaries named on the Schedule or, if said Beneficiaries are minors or otherwise legally incompetent, through designation by their legal representatives.

5.4 Any Trustee(s) may be removed and any successor or additional Trustee(s) may be appointed by an instrument or instruments in writing signed by not less than fifteen (15) of the Beneficiaries. Such removal and appointment by the Beneficiaries shall be effective only upon the recording in the Registry of a certificate executed by the successor or additional Trustee(s) (as the case may be) setting forth the fact of such removal or appointment and the acceptance in writing by the successor or additional Trustee(s) so appointed. Title to the Trust Property shall thereupon vest in any such successor or additional Trustee(s) or jointly with the remaining Trustee(s), if any, without the necessity of any deed, transfer assignment or other conveyance. Any successor or additional Trustee(s) shall have the rights, powers, immunities and privileges of any original Trustee hereunder.

ARTICLE 6

PROTECTION OF PERSONS DEALING WITH TRUST

6.1 No corporation, person, Trust, transfer agent or other entity shall be required to examine the terms of the Trust hereunder, but such corporation, person, Trust, transfer agent or other entity may deal with such property as if the Trustee(s) were the owner thereof free of any trust; no such corporation, person, Trust, transfer agent or other entity dealing with the Trustee(s) shall be required to observe or verify personally the application of any money or property paid or delivered to any Trustee(s) or agent of the Trustee(s).

6.2 Any person accepting or relying on any instrument executed by the Trustee(s) or by any person acting under authority of the Trustee(s), shall be fully protected without being obligated to make any further inquiry as to the authority to execute and deliver such instrument by the Trustee(s) or persons acting under their authority.

6.3 A certificate in recordable form and signed by the Managing Trustee as to (a) any fact affecting the Trust or the Trust property or the administration thereof; or (b) any change of Trustee(s) or other person to act for the Trustee(s); or (c) any other action by the Trustee(s) or Beneficiaries or any action made by or on behalf of the Trust may, without further inquiry, be treated as conclusive evidence of the matters contained therein by persons dealing with the Trustee(s) of the Trust Property, or any other assets of the Trust.

ARTICLE 7

PROTECTION OF TRUSTEE AND BENEFICIARIES

7.1 A Trust, and not a proprietorship or partnership, is created by this Declaration. The relationship of the Beneficiaries to the Trustee(s) is solely that of Beneficiary, and the Beneficiaries and the Trustee(s) are not partners.

7.2 The sole interest of a Beneficiary shall be in the obligation of the Trustee(s) to hold, manage, and dispose of the Trust Property and to account for its income and proceeds as provided in this instrument. A Beneficiary shall not have any legal title to the Trust Property itself, whether such property be real, personal or mixed as held from time to time by the Trustee(s), his interest being equitable only; and he shall have no right to call for any partition or division of any assets of the Trust during the continuance of the Trust. No transfer by operation of law or under process of any court of the interest of a Beneficiary during the continuance of this Trust shall operate to terminate the Trust, nor shall it entitle his legal representative to an accounting or to take any action, in the courts or otherwise, against the Trust or Trustee(s); however, the legal representative of such Beneficiary shall succeed to all of his rights, obligations and liabilities under this Trust.

7.3 No Beneficiary shall be personally liable for any obligation or liability incurred by the Trust or by the Trustee(s), and the Trustee(s) shall have no right of indemnity by or exoneration against the Beneficiaries personally in respect to such obligations, but only against the Trust Property.

7.4 Subject to paragraph 7.6 of this Article 7, the Trustee(s) shall not be personally liable for any claims, obligations or liability incurred by the Trust or by the Trustee(s), and the Trustee(s) shall be entitled to reimbursement by and exoneration out of the Trust Property for such claims according to law.

7.5 The Trust Property alone shall be liable for the payment or satisfaction of all obligations and liabilities incurred in carrying on the affairs of this Trust. In every written contract made by the Trustee(s), reference shall be made to this Trust, and any corporation, person, Trust, transfer agent or other entity, contracting or dealing with the Trustee(s), shall look to the Trust Property and not to the Trustee(s) or Beneficiaries individually for payment of any debt, note, mortgage, judgment, decree or any other obligation that may otherwise become due and payable by reason of the default, forfeit or failure for any cause or reason whatsoever on the part of the Trustee(s) to perform such contract, whether in whole or in part.

7.6 The Trustee(s) shall not be personally liable to the Trust or the Beneficiaries except for their own acts in bad faith, gross negligence or willful misconduct.

ARTICLE 8
BENEFICIARIES

8.1 The Beneficiaries of the Trust and their successors and assigns, as provided herein, are those persons listed as Beneficiaries in the Schedule executed this date by not less than fifteen (15) of the Beneficiaries and filed with the Trustee(s). The Schedule may be amended from time to time to reflect a change in the identity of the Beneficiaries only upon written consent of not less than fifteen (15) of the Beneficiaries. As further provided in Article 10 of the Declaration, no beneficial interest created hereby or existing from time to time, shall be subject to the claims of any creditor of said Beneficiary or be reached in satisfaction of any claim against said Beneficiary unless and until the Trust Property shall be delivered to said Beneficiary free and clear of any trust.

ARTICLE 9
TERMINATION

9.1 The Trust shall terminate twenty (20) years from the date hereof, but may be amended or altered by the Trustee(s) in accordance with the procedures set forth in Article 12. The Trust may be terminated sooner by an instrument in writing signed by all required parties in accordance with the procedures set forth in Article 12. Termination of the Trust shall be effective only when an executed instrument or certificate of termination has been recorded in the Registry.

Upon termination of the Trust, the Trustee(s) are to apply the Trust property first toward the payment and discharge of all debts, liabilities and obligations of the Trust, whether such liabilities or obligations be indirect, direct or contingent, and next toward the distribution of the balance of the Trust property to and among the then existing Beneficiaries entitled to distribution according to their respective interests in the Trust as set forth in the Schedule.

9.2 In making distribution, the Trustee(s) may make distributions either in whole, in part, or in kind, or may convert any or all of the Trust Property into cash and distribute the net proceeds; or they may transfer any or all of the Trust Property to another entity in exchange for stock, shares of beneficial interest, certificates or other securities to and among the Beneficiaries then entitled to distribution according to their respective interests in the Trust as set forth on the Schedule. In making distribution, the Trustee(s) may transfer any property subject to outstanding liabilities of the Trust, if they deem such transfer to be necessary or expedient.

ARTICLE 10

BENEFICIAL INTEREST INALIENABLE

10.1 The interests of Beneficiaries hereunder, both as to income and principal, shall not be anticipated, alienated, or in any manner assigned by any such Beneficiary, shall not be subject to attachment, legal process, or the interference or control of creditors and shall not be taken by a Trustee in Bankruptcy or become part of any bankrupt estate.

ARTICLE 11

RECORDING

11.1 The Trust may be recorded in any Registry of Deeds for any County in which any property of the Trust may be located, and if so recorded, any amendment thereof shall likewise be similarly recorded. Resignations or appointments of new Trustees shall likewise be filed in any such Registry of Deeds. Any person dealing with the Trustee(s) or the Trust Property may assume without any further inquiry that there has been recorded or filed with any Registry of Deeds in which this instrument is recorded, all changes, amendments and alterations to the Trust instrument or in the identity of the Trustee(s); any such person shall be fully protected in relying on the state of the record at the time of his inquiry.

11.2 The Trust is drawn and executed under the laws of the Commonwealth of Massachusetts, and is to be construed and interpreted in accordance with the laws of said Commonwealth.

ARTICLE 12

AMENDMENTS

12.1 The Trust may be amended or altered from time to time by a dated instrument in writing signed and acknowledged by vote of fifty (50%) percent of the then existing Trustee(s) and by vote of fifty (50%) percent of the then existing Beneficiaries, but such amendment shall be effective only when an instrument or certificate signed by all the Trustee(s) or the Managing Trustee alone, and setting forth the terms of such amendment, has been recorded in the Registry.

The Settlers may terminate the Trust through the execution of a similar dated instrument in writing recorded in the Registry.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
this 9th day of February, 1985.

WITNESS:

Richard Collett

Wayne Shafer

Carolyn S. Kelley
Carolyn Kelley, Settlor

Beatrice S. Shafer
Beatrice Shafer, Settlor

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. February 9, 1985

Then personally appeared the above-named Carolyn Kelley and acknowledged
the foregoing instrument to be her free act and deed, before me.

David W. Cannon
Notary Public

My Commission Expires: 3/22/85

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. February 9, 1985

Then personally appeared the above-named Beatrice Shafer and acknowledged
the foregoing instrument to be her free act and deed, before me.

David W. Cannon
Notary Public

My Commission Expires: 3/22/85

The undersigned Trustee(s) hereby acknowledge(s) acceptance and receipt of this Trust and of the position of Trustee(s) hereunder.

Carolyn Kelley
Carolyn Kelley
As Trustee and not Individually

Beatrice Shafer
Beatrice Shafer
As Trustee and not Individually

FOLLINS POND REALTY TRUST
TRUSTEES' CERTIFICATE

We, **CAROL LIVINGSTONE and LARISSA CHARETTE**, being the Trustees of Follins Pond Realty Trust, under Declaration of Trust dated February 9, 1985, recorded with Barnstable County Registry of Deeds in Book 4553, Page 203, in accordance with Article 12 of said Declaration of Trust, hereby certify as follows:

1. On September 7, 2010, by a unanimous vote of the Trustees and of the Beneficiaries, Article 1 of said Declaration of Trust was amended by changing the Principal place of business of the Trust to c/o Carol Livingstone, 85 Alfred Metcalf Drive, So. Dennis, MA 02660.
2. On September 7, 2010, by a unanimous vote of the Trustees and of the Beneficiaries, Article 3 of said Declaration of Trust was amended by designating **Carol Livingstone** as Managing Trustee hereof.

EXECUTED UNDER SEAL THIS 7th DAY OF SEPTEMBER, 2010.


CAROL LIVINGSTONE, Trustee

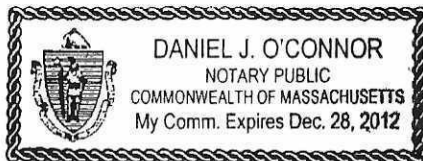

LARISSA CHARETTE, Trustee


COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

September 7, 2010

Before me, the undersigned Notary Public, personally appeared Carol Livingstone and Larissa Charette, proved to me through satisfactory evidence of identification, which were valid Massachusetts Drivers' Licenses, to be the persons whose names are signed to the foregoing instrument, and they acknowledged to me that they signed the same as their free and voluntary act for the purposes expressed therein.




Daniel J. O'Connor, Notary Public
My Commission expires: 12/28/2012

FOLLINS POND REALTY TRUST

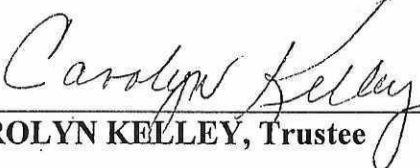
TRUSTEES' CERTIFICATE

WE, **CAROLYN KELLEY** and **CAROL LIVINGSTONE**, being the Trustees of Follins Pond Realty Trust, under Declaration of Trust dated February 9, 1985, recorded with Barnstable County Registry of Deeds in Book 4553, Page 203, in accordance with Article 12 of said Declaration of Trust, hereby certify as follows:-

1. On January 10, 2005, by a unanimous vote of the Trustees and of the Beneficiaries, Article 9 of said Declaration of Trust was amended so that the first sentence thereof shall read as follows:-

"9.1 The Trust shall terminate forty (40) years from the date hereof, but may be amended or altered by the Trustee(s) in accordance with the procedures set forth in Article 12..."
2. On January 10, 2005, by a unanimous vote of the Trustees and of the Beneficiaries, Article 1 of said Declaration of Trust was amended by changing the Principal place of business of the Trust to c/o Carolyn Kelley, 23 Nathalie Sayward Way, South Dennis, MA 02660.
3. On January 10, 2005, by a unanimous vote of the Trustees and of the Beneficiaries, Article 3 of said Declaration of Trust was amended by designating **Carolyn Kelley** as Managing Trustee hereof.

EXECUTED UNDER SEAL THIS 10th day of January, 2005.



CAROLYN KELLEY, Trustee



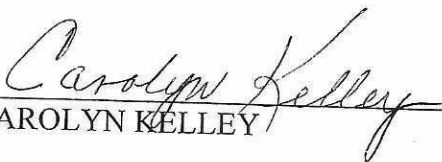
CAROL LIVINGSTONE, Trustee

FOLLINS POND REALTY TRUST

APPOINTMENT OF TRUSTEE

I, **CAROLYN KELLEY**, Trustee of Follins Pond Realty Trust, under Declaration of Trust dated February , 1985, and recorded with Barnstable County Registry of Deeds in Book 4553, Page 203, hereby certify that at a meeting of the Beneficiaries of said Trust, held on January 10, 2005, by approval of greater than fifteen (15) beneficiaries, as provided in Article 5 of said Declaration of Trust, **CAROL LIVINGSTONE** was designated as Successor Trustee of said Trust, replacing Beatrice Shafer, who resigned.

EXECUTED THIS 10TH DAY OF JANUARY, 2005


CAROLYN KELLEY

I, **CAROL LIVINGSTONE**, hereby accept appointment as Trustee of Follins Pond Realty Trust and agree to the terms and conditions of said appointment as set forth in said Declaration of Trust.

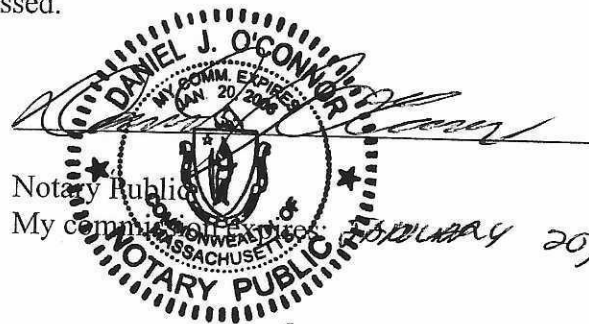

CAROL LIVINGSTONE

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

January 10, 2005

Before me, the undersigned Notary Public, personally appeared Carolyn Kelley and Carol Livingstone, proved to me through satisfactory evidence of identification, which were valid Massachusetts Driver's Licenses, to be the persons whose names are signed to the foregoing instrument, and acknowledged to me that they signed it as their free and voluntary act for the purposes therein expressed.


Notary Public
My commission expires February 20, 2006

FOLLINS POND REALTY TRUST

RESIGNATION OF TRUSTEE

I, **BEATRICE SHAFER**, also known as **BEATRICE S. SHAFER**, Trustee of Follins Pond Realty Trust, under Declaration of Trust dated February 9, 1985, and recorded with Barnstable County Registry of Deeds in Book 4553, Page 203, hereby resign as Trustee and as Managing Trustee of said Trust, effective immediately.

Dated: January 10, 2005

Beatrice Shafer

BEATRICE SHAFER

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

January 10, 2005

Before me, the undersigned Notary Public, personally appeared Beatrice Shafer, proved to me through satisfactory evidence of identification, which was a *valid Massachusetts Driver's license* to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that she signed it as her free and voluntary act for the purposes expressed therein.

Daniel J. O'Connor

Notary Public

My commission expires: *FEBRUARY 2006*



Return to:

Daniel J. O'Connor, Esq.
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Brockton, MA 02301