

Exhibit H

THE HENRY E. HIRVI AND EVA E. HIRVI IRREVOCABLE TRUST

AGREEMENT OF TRUST, dated this 18th day of July, 2012, between Henry E. Hirvi and Eva E. Hirvi, both of Paxton, Massachusetts, as Donors, and Ann E. Gwyther as Trustee (hereinafter, together with her successors in Trust, collectively called the "Trustee").

WITNESSETH THAT:

WHEREAS, the Donors have simultaneously transferred to the Trustee the property listed on Schedule A, attached;

WHEREAS, the Donors desire to establish this trust for the benefit of their daughter, Ann E. Gwyther. The Donors acknowledge their son Steven E. Hirvi is deceased and specifically omit his issue from the terms of this trust; and

WHEREAS, the Donors may in the future transfer other property to the Trustee by gift or by Will or otherwise;

NOW, THEREFORE the Trustee declares and covenants with the Donors that the Trustee has received the property described in Schedule A, attached, in Trust, and that it will hold, manage, invest and reinvest the same, together with any property hereafter purchased or owned by, or transferred to the Trustee or Trustees hereunder or added to any of the Trusts hereunder by gift or by Will, and accepted by the Trustee, and will dispose of the income and principal upon the Trusts and subject to the terms, provisions and conditions set forth herein.

FIRST: Distributions During the Donors' Lifetime.

A. So long as either of the Donors are living, the Trustee shall pay to either Donor so much of the net income of the Trust as either Donor shall request in a writing delivered to the Trustee. The Trustee shall add any undistributed net income to principal. For the purposes of this Trust, "net income" is defined as investment interest and dividends, after all taxes and direct and indirect expenses chargeable to their production, but not including appreciated value of Trust assets or capital gain from the sale of Trust assets. The Trustee shall have no authority or discretion to distribute principal of the Trust to or for the benefit of either Donor.

B. The Trustee may also pay to and or use and apply, directly or indirectly, for the benefit of, any one or more of the group of persons consisting of the Donors' children for whom such trust estate was established and his or her descendants living from time to time (including any descendants born or legally adopted subsequent to the date of death of the survivor of the

Grantors), so much, none or all of the principal of the trust estate in equal or unequal amounts, at any time and at such time or times, and without any requirement to include all such persons in such distribution, as the Trustee, in the Trustee's sole discretion, may deem necessary or advisable for the education, maintenance, health and support in reasonable comfort, taking into account their respective accustomed manners of living. It shall not be deemed to be self-dealing on the part of a child of the Donors who is serving as Trustee to make distributions of principal to himself or herself if such distributions are made in accordance with this Paragraph B.

SECOND: Distributions at the Donors' Death. Upon the death of the survivor of either Donor, the Trustee shall administer the Trust as follows:

A. The Trustee shall pay the then remaining Trust property, including any undistributed income, to, or shall hold the same for the benefit of such of the Donors' issue as the Donors may appoint (i) during the Donors' lifetime by a written instrument delivered to the Trustee, or (ii) by the Donors' Last Will duly admitted for probate, provided such written instrument or Will specifically refers to the power herein given to the Donors. This power shall be exercisable by the Donors alone and in all events, but shall not be exercisable in favor of the Donors, the estate of the Donors, the creditors of the Donors or the creditors of the estate of the Donors. No general residuary bequest or devise shall operate as an exercise of the special power of appointment herein conferred.

B. If or to the extent that the Donors do not exercise the special power to appoint by Will granted in Paragraph A above, the Trustee shall administer the then remaining Trust property as follows: The Trustee shall allocate said Trust property to Ann E. Gwyther outright and free of trusts. If Ann E. Gwyther does not survive the Donors, then the Trustee shall allocate said Trust property to issue of Ann E. Gwyther, then living. In the case of a share allocated to the issue of Ann E. Gwyther, the Trustee shall further divide said share for the benefit of said issue, by right of representation, and shall distribute said share or subshares, as the case may be, to said issue outright and free of trusts, except as provided in sub-paragraph (a), below.

(a) Any property directed under the provisions of this Trust, other than Article Tenth hereof, to be distributed to a person who has not attained the age of twenty-one (21) years shall be retained by the Trustee in a separate Trust for the benefit of such person, and the Trustee shall pay to such person, or apply for such person's benefit, such parts or all of the net income and principal of such separate Trust as the Trustee determines advisable for the health, education, support and maintenance of such person (adding in the Trustee's discretion unpaid income to principal), until such person shall attain the age of 21 years or until such person's death, whichever

shall first occur, whereupon the Trustee shall distribute the property of such Trust to such person if living. If such person is deceased, such amount and any accumulated income shall be distributed by right of representation to such person's then living issue, or, if none be then living, by right of representation to the Donors' then living issue; provided, however, that any amount distributable to a person for whom a separate Trust is then being held by the Trustee pursuant to the provisions of this sub-paragraph shall not be paid outright to such person but shall be added to the separate Trust hereunder for the benefit of such person.

C. Notwithstanding any provisions herein to the contrary, an interested person, meaning any person who is at the time eligible to receive net income and/or principal from any Trust hereunder and anyone who is legally obligated to support such person, who is serving as Trustee shall not have power, authority, or discretion as a Trustee of any Trust hereunder to make or participate in any discretionary decision concerning the payment of principal or income (other than pursuant to the ascertainable standard of health, education, maintenance and support in reasonable comfort), or to make any distribution which would discharge his or her legal obligation; and no Trustee shall delegate to an interested person any such power, authority, or discretion. This provision is intended to preclude the possibility of the imposition of estate, inheritance, income or other taxes which in its absence might be sought from said persons or from their estates.

THIRD: Spendthrift Provision. The interest of any beneficiary hereunder, either as to income or principal, shall not be subject to assignment, alienation, pledge, attachment or claims of creditors.

FOURTH: Accounts. The Trustee shall from time to time render an account of the Trustee's administration of any property held under this agreement to the beneficiary or beneficiaries who are, or who in the discretion of the Trustee, may be entitled at the time to receive the income or principal of any portion of the Trust property, other than a beneficiary who is the issue of another beneficiary to whom any such account is to be rendered. If any beneficiary to whom such an account is to be rendered is under a legal disability and a person is acting as a guardian or in a similar capacity for such beneficiary, an account for such beneficiary shall instead be rendered to such person. The written approval by a majority of such persons as to who such an account is required to be rendered shall as to all matters and transactions stated therein discharge the Trustees from liability to all persons (whether in being or not) who are then or may thereafter become entitled to share in either the principal or income of the portion of the Trust property for which the account is rendered. Failure to object to an account within sixty days after it is rendered shall be the equivalent of written approval.

FIFTH: Trustee Powers.

A. In addition to and not in limitation of all authority which it may have at common law and by statute, the Trustee shall have the following powers (except as otherwise provided herein) which, together with all other powers, may be exercised without application to, or decree or license of, any court, whether or not the Trustee is personally interested in the exercise of such powers, and which shall continue beyond the termination of the Trust hereunder for purposes of distribution:

1. To retain any investment and (except as may be otherwise provided herein) invest and reinvest in any property, whether or not productive, including real and personal property, stocks, bonds, Trust shares and other securities, interests in partnerships and joint ventures, investment companies and common Trust funds (without the necessity of any notices to beneficiaries), in any state or jurisdiction, and whether or not of a kind or in a proportion ordinarily considered suitable for fiduciary investment and without regard for the principles of diversification.

2. To acquire property outright or upon any other terms and conditions.

3. To carry stock certificates and other property in the form of street certificates or in the name of a nominee or of any other person without disclosing the existence of any fiduciary relationship.

4. To make secured loans to any individual or entity other than the Donors, and with respect to mortgages and other security held as fiduciary, to modify the terms thereof, to release partially, to foreclose, and to purchase at foreclosure sales.

5. To borrow money from any person whether or not there may be a conflict of fiduciary and individual interest, upon such terms and conditions as shall seem advisable and to pledge, mortgage and grant security interests in property held as fiduciary, provided, in the case of a conflict of interest, that the interest rate does not exceed the prevailing rate for loans of similar character.

6. In the management of real property, to erect, alter or demolish buildings; to improve, repair, insure, subdivide and vacate any of said property; to adjust boundaries, to dedicate streets or other ways for public use without compensation; to impose any easements, restrictions, conditions, stipulations and covenants appropriate to the actual or any proposed use; and to lease on such terms as shall seem advisable, whether or not the lease may extend beyond the term of fiduciary responsibility.

7. To vote any shares or certificates held as fiduciary; to give proxies, with or without power of substitution and with or without discretionary powers; to participate in organizations, reorganizations, mergers, consolidations and the like; to deposit securities in any voting Trust (the terms of which may extend beyond the term of fiduciary responsibility) or with depositaries designated thereby; to pay assessments on any such securities; in general to exercise all of the rights and powers of an owner or holder of securities; and to engage in a partnership or joint venture.

8. To abandon any property, real or personal, which it shall deem to be not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, liens, water rents, assessments, repairs, maintenance or upkeep of any such property; to permit any such property to be lost by tax sale or other proceeding; or to convey any such property for a nominal consideration or without consideration.

9. To hold, retain, purchase, dispose of or otherwise deal with life insurance, annuities, endowment policies or other forms of insurance on the life or lives of the Donors, any beneficiary or any other person for the benefit of any beneficiary and to pay the premiums and costs therefor from the principal or income of the Trust.

10. To exercise any rights, privileges or options granted in any policy or policies of insurance which are then subject to this Agreement of Trust.

11. To resist, compromise, submit to arbitration or pay any claim or matter in dispute affecting the Trust property, whether asserted by or against the Trust or any property held in Trust hereunder.

12. To open and maintain any bank or other account under the terms of which checks or drafts may be drawn upon, or withdrawals made from such account.

13. Generally, to do all acts and things which could be done by an absolute owner of the property held as fiduciary.

14. To determine in accordance with reasonable accounting practice whether receipts are properly to be allocated to, or apportioned or accounted for, as principal or income; whether expenses or disbursements, including amortization of premiums paid for any securities, fiduciary fees or other compensation, and depletion charges against income in respect of assets which are subject to depletion shall be charged to principal or income; and whether or not to make deduction from income for depreciation, obsolescence or amortization, and in what amount.

15. Property may be carried upon the accounts and records of the Trustee at values other than those at the dates of acquisition of the property by the Trustee, whether to show valuations used or desired by the Donors or to accomplish any other objective deemed reasonable by the Trustee.

16. In making any division or distribution hereunder after the death of the Donors, to divide and distribute in kind or to sell the whole or a part of the Trust property, including real estate, and to divide and distribute the proceeds in cash or partly in cash and partly in kind, and for purposes of division and distribution, its reasonable judgment as to the value of Trust property shall be conclusive.

17. To retain investment counsel, legal counsel, accountants or others for any of the above or other purposes and to determine whether or not to act upon their advice.

18. To purchase during the lifetime of the Donors United States Treasury bonds eligible to be tendered at par in payment of federal estate taxes.

19. To distribute from time to time, without order or license of court and without dollar limitation, income or principal to a minor beneficiary by making such distribution to a Custodian for the minor under Chapter 201A of the General Laws of Massachusetts or under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act of any other jurisdiction, in accordance with the provisions applicable to a gift made pursuant to such statutory provisions. The Trustee shall have the same rights as a Donor to designate the Custodian, and if qualified, may act as Custodian.

20. To sell, exchange, partition, grant options to purchase or otherwise dispose of all or any part of the property held as fiduciary, whether real or personal, at public or private sale, for such consideration and on such terms (including credit) as the Trustee shall deem advisable, and to execute, acknowledge and deliver such deeds, bills of sale, transfer or other instruments as shall be necessary or appropriate, with or without covenants, warranties and representations.

B. No person or organization having any dealing with the Trustee or with any property with which the Trusts hereunder are concerned shall have any duty to see that such dealings are in conformity with such Trusts, that the Trustee actually has authority for action taken or proposed to be taken by the Trustee, or that any such property or its proceeds are properly applied.

SIXTH: The Trustee.

A. If Ann E. Gwyther, of Rutland, Massachusetts, is unable to serve as Trustee for any reason, then the Donor hereby appoints John B. Gwyther, of Rutland, Massachusetts, as Successor Trustee.

B. Any Trustee may resign as Trustee of the Trusts hereby created at any time by giving written notice to the Co-Trustee or Co-Trustees then acting hereunder (if any) and to the beneficiaries then entitled to receive income and the beneficiaries then entitled to receive principal. The guardian, conservator or attorney in fact under a durable power of attorney of any income or principal beneficiary may so act on his or her behalf. The certificate of a physician that an individual Trustee is not capable of attending to business affairs shall constitute the resignation of the Trustee.

C. Additional Trustees and successor Trustees may be appointed by the Donors, if living, or if not, by the Trustees then serving, if any, and if none, by the majority of the Donors's children who are then living.

D. Under no circumstances shall the Donors, or either Donor, serve as a Trustee hereunder.

E. Each successor Trustee hereunder shall accept office in writing and shall be such Trustee immediately upon delivery of such written acceptance to the beneficiaries then entitled to receive income and the beneficiaries who are entitled to receive principal (or the guardian, conservator or attorney in fact under a durable power of attorney of any such beneficiary) without the necessity of any other act, conveyance or transfer.

F. All actions of the Trustee, if more than one trustee is serving, shall be by majority vote of the Co-Trustees then in office.

G. No bond or surety thereon shall be required of any Trustee hereunder. Any individual Trustee hereunder shall be liable only for his or her own default or misfeasance. A successor Trustee shall not be liable for any action taken by the Trustees prior to the time such successor Trustee becomes Trustee hereunder, and may accept duly executed accounts of prior Trustees as correct.

H. Any Trustee may delegate to any other Trustee acting under this instrument, if any, the power to exercise any or all powers granted my Trustee in this agreement, including those that are discretionary. The Trustee may revoke any such delegation at will. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee. So long as any delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegation Trustee had personally joined in the exercise of such power.

I. The Trustee shall be entitled to fair and reasonable compensation for the services my Trustee renders to a beneficiary or the Trust. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with the Trustee's fiduciary duties performed under this agreement.

J. A Trustee may be removed by a majority of the persons who are or may be in the discretion of the Trustee income beneficiaries (excluding the issue of any then living beneficiary, with legal guardians voting for minor or otherwise incompetent beneficiaries), for any reason, provided, however, that after such removal there shall be an Independent Trustee serving is who is not a related or subordinate person to a person who is a beneficiary of this trust (within the meaning of Code Sec. 672(c) treating the beneficiary as a grantor).

SEVENTH: Irrevocability.

This Trust shall be irrevocable, and the Donors shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate this Trust or any of its terms, in whole or in part.

EIGHTH: Grantor Trust.

A. It is the Donors' intention that this Trust be construed as a "grantor trust" under Internal Revenue Code section 677(a). All income distributed, held, or accumulated by this Trust shall be taxable to the Donors. The Trustee may, to the extent that the income of the Trust generates a tax liability for the Donors, pay such amounts of income or principal of the Trust as the Trustee deems necessary to satisfy such tax obligation. The Donors retain the right to reacquire the principal of this Trust by substituting property of an equivalent value.

NINTH: Definitions.

For the purpose of determining relationships and eligibility to receive benefits, an adopted person and his or her lawful descendants by blood or adoption shall be considered as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either adopting parent. A child born out of wedlock shall be deemed the child of his mother only, unless his parents have married each other, or unless his father has acknowledged parentage in writing, except to the extent his parentage has been altered by legal adoption. When the context so requires, any word in one gender shall be construed to include any other gender, and any word in either number shall include both singular and plural. "Executor" shall include administrator and administrator with the will annexed. This Trust shall be governed by the laws of the Commonwealth of Massachusetts and may be referred to as "The Henry E. Hirvi and Eva E. Hirvi Irrevocable Trust".

TENTH: Termination.

A. The Trustee may terminate this Trust at any time with the consent of the majority of the children of the Donors then living. Upon such termination, the remaining assets of the Trust shall be distributed in accordance with Paragraph B of Article Second, hereunder.

B. This Trust shall terminate, in any event, twenty-one (21) years from the death of the last to die of the Donors and the issue of the Donors living on the date of the execution of this Trust, and the principal and undistributed income of each share of the Trust shall be distributed to the person to whom the Trustee is then permitted or required to distribute the income of such share, or if there is then more than one beneficiary to whom the Trustee may or must distribute the income of such share, by right of representation to those beneficiaries to whom the Trustee is permitted or required to distribute the income of such share, or, if there is no then surviving beneficiary of such share, to the Donors' then living issue, by right of representation, or, if there are no then living issue of the Donors, to those persons who, under the laws of the Commonwealth of Massachusetts in force at the death of the Donors, would have inherited the Donors' personal estate had she died at the time such amount becomes distributable, intestate, unmarried and a resident of Massachusetts, and in the proportions provided by said laws.

ELEVENTH: Survival of Beneficiaries.

If any beneficiary hereunder and the Donors, or any other person upon whose death such beneficiary shall become entitled to receive income or principal under this instrument, shall die in a common accident or disaster, or under such circumstances that it is difficult to determine who survived the other, then for purposes of this Trust such beneficiary shall be deemed to have predeceased the Donors or such other person, as the case may be.


TWELFTH: Division of the Trust into Shares.

Any provisions contained herein which require the Trustee to divide the Trust into shares, subshares, or separate Trusts are for the purpose of computation and for the purpose of administration as separate Trusts but shall not require the Trustee to make any physical segregation of assets, although the Trustee may do so in its discretion. The Trustee shall have full power to manage and invest the shares, subshares and separate Trusts together as one Trust fund.

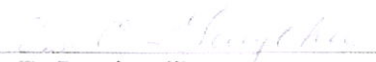
THIRTEENTH: Governing Law.

This agreement shall be construed, governed, and administered in accordance with Massachusetts law. The headings of the paragraphs of this agreement are inserted for convenience only and shall not affect its construction. In the construction of this agreement the gender of pronouns and the singular or plural form of words shall be disregarded where appropriate. References to provisions of the Internal Revenue Code shall be deemed to include any corresponding provisions of subsequent federal tax laws.


IN WITNESS WHEREOF, Eva E. Hirvi and Henry E. Hirvi have signed and sealed these presents as Donors, and Ann E. Gwyther has noted his or her acceptance of the Trusts hereby created all as of the first day and year written above.



Eva E. Hirvi, Donor



Ann E. Gwyther, Trustee

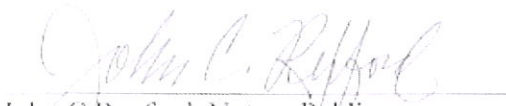


Henry E. Hirvi, Donor

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 18th day of July, 2012, before me, the undersigned notary public, personally appeared Eva E. Hirvi and Henry E. Hirvi, as Donors, and Ann E. Gwyther, as Trustee, known to me or satisfactorily proven to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


John C. Rexford, Notary Public
My Commission expires: June 24, 2016

SCHEDULE A and RECEIPT
TO THE EVA E. HIRVI AND HENRY E. HIRVI IRREVOCABLE TRUST

Dated July 18, 2012

1. The undersigned, Trustee under the Eva E. Hirvi and Henry E. Hirvi Irrevocable Trust, dated July 18, 2012 hereby acknowledges receipt of the sum of ONE DOLLAR (\$1.00) to nominally fund said Trust;

TOGETHER WITH

2. The remainder interest of 4 Ridgewood Road, Paxton, Massachusetts;
3. The interest of 28 Finn Park, Rutland, Massachusetts; and
4. The interest of 30 Finn Park, Rutland, Massachusetts.



Ann E. Gwyther, Trustee

Exhibit I

THE JAMES DALEY AND MARY E. DALEY IRREVOCABLE TRUST

AGREEMENT OF TRUST, dated this 19th day of December, 2007, between James Daley and Mary E. Daley, both of Worcester, Massachusetts, as Donors, and Patricia A. Tupaj of North Grosvenordale, Connecticut and Michael E. Daley of Marstons Mills, Massachusetts, as Trustees (hereinafter, together with their successors in Trust, collectively called the "Trustee").

WITNESSETH THAT:

WHEREAS, the Donors have simultaneously transferred to the Trustee the property listed on Schedule A, attached; and

WHEREAS, the Donors have the following six (6) children: Colleen Azzarello, David B. Daley, James P. Daley, Mark S. Daley, Patricia A. Tupaj and Michael E. Daley; and

WHEREAS, the Donors may in the future transfer other property to the Trustee by gift or by Will or otherwise:

NOW, THEREFORE the Trustee declares and covenants with the Donors that the Trustee has received the property described in Schedule A, attached, in Trust, and that it will hold, manage, invest and reinvest the same, together with any property hereafter purchased or owned by, or transferred to the Trustee or Trustees hereunder or added to any of the Trusts hereunder by gift or by Will, and accepted by the Trustee, and will dispose of the income and principal upon the Trusts and subject to the terms, provisions and conditions set forth herein.

FIRST: Distributions During the Donors' Lifetime.

A. So long as either of the Donors are living, the Trustee shall pay to either Donor so much of the net income of the Trust as either Donor shall request in a writing delivered to the Trustee. The Trustee shall add any undistributed net income to principal. For the purposes of this Trust, "net income" is defined as investment interest and dividends, after all taxes and direct and indirect expenses chargeable to their production, but not including appreciated value of Trust assets or capital gain from the sale of Trust assets. The Trustee shall have no authority or discretion to distribute principal of the Trust to or for the benefit of either Donor.

B. The Trustee may also pay to and or use and apply, directly or indirectly, for the benefit of, any one or more of the group of persons consisting of the Donors' children for whom such trust estate was established and his or her descendants living from time to time (including any descendants born or legally adopted subsequent to the date of death of the survivor of the Grantors), so much, none or all of the principal of the trust estate in equal or unequal amounts, at any time and at such time or times, and without any requirement to include all such persons in such distribution, as the Trustee, in the Trustee's discretion, may deem necessary or advisable for the education, maintenance, health and support in reasonable comfort, taking into account their respective accustomed manners of living. It shall not be deemed to be self-dealing on the part of a child of the Donors who is serving as Trustee to make distributions of principal to himself or herself if such distributions are made in accordance with this Paragraph B.

SECOND: Distributions at the Donors' Death. Upon the death of the survivor of either Donor, the Trustee shall administer the Trust as follows:

A. The Trustee shall pay the then remaining Trust property, including any undistributed income, to, or shall hold the same for the benefit of such of the Donors' issue as the Donors may appoint (i) during the Donors' lifetime by a written instrument delivered to the Trustee, or (ii) by the Donors' Last Will duly admitted for probate, provided such written instrument or Will specifically refers to the power herein given to the Donors. This power shall be exercisable by the Donors alone and in all events, but shall not be exercisable in favor of the Donors, the estate of the Donors, the creditors of the Donors or the creditors of the estate of the Donors. No general residuary bequest or devise shall operate as an exercise of the special power of appointment herein conferred.

B. If or to the extent that the Donors do not exercise the special power to appoint by Will granted in Paragraph A above, the Trustee shall administer the then remaining Trust property as follows. The Trustee shall allocate said Trust property into as many equal shares as there are children of the Donors then living and children of the Donors then deceased leaving issue then living. In the case of each share allocated to a then living child of the Donors, said share shall be distributed outright and free of trusts to said child. In the case of a share allocated to the issue of any deceased child, the Trustee shall further divide said share for the benefit of said issue, by right of representation, and shall distribute said share or subshares, as the case may be, to said issue outright and free of trusts, except as provided in sub-paragraph (a), below.

(a) Any property directed under the provisions of this Trust, other than Article Tenth hereof, to be distributed to a person who has not attained the age of twenty-three (23) years shall be retained by the Trustee in a separate Trust for the benefit of such person, and the Trustee shall pay to such person, or apply for such person's benefit, such parts or all of the net income and principal of such separate Trust as the Trustee determines advisable for the health, education, support and maintenance of such person (adding in the Trustee's discretion unpaid income to principal), until such person shall attain the age of 23 years or until such person's death, whichever shall first occur, whereupon the Trustee shall distribute the property of such Trust to such person if living. If such person is deceased, such amount and any accumulated income shall be distributed by right of representation to such person's then living issue, or, if none be then living, by right of representation to the Donors' then living issue; provided, however, that any amount distributable to a person for whom a separate Trust is then being held by the Trustee pursuant to the provisions of this sub-paragraph shall not be paid outright to such person but shall be added to the separate Trust hereunder for the benefit of such person.

C. Notwithstanding any provisions herein to the contrary, an interested person, meaning any person who is at the time eligible to receive net income and/or principal from any Trust hereunder and anyone who is legally obligated to support such person, who is serving as Trustee shall not have power, authority, or discretion as a Trustee of any Trust hereunder to make or participate in any discretionary decision concerning the payment of principal or income (other than pursuant to the ascertainable standard of health, education, maintenance and support in reasonable comfort), or to make any distribution which would discharge his or her legal obligation; and no Trustee shall delegate to an interested person any such power, authority, or discretion. This provision is intended to preclude the possibility of the imposition of estate, inheritance, income or other taxes which in its absence might be sought from said persons or from their estates.

THIRD: Spendthrift Provision. The interest of any beneficiary hereunder, either as to income or principal, shall not be subject to assignment, alienation, pledge, attachment or claims of creditors.

FOURTH: Accounts. The Trustee shall from time to time render an account of the Trustee's administration of any property held under this agreement to the beneficiary or beneficiaries who are, or who in the discretion of the Trustee, may be entitled at the time to receive the income or principal of any portion of the Trust property, other than a beneficiary who is the issue of another beneficiary to whom any such account is to be rendered. If any beneficiary to whom such an account is to be rendered is under a legal disability and a person is acting as a guardian or in a similar capacity for such beneficiary, an account for such beneficiary shall instead be rendered to such person. The written approval by a majority of such persons as to who such an account is required to be rendered shall as to all matters and transactions stated therein discharge the Trustees from liability to all persons (whether in being or not) who are then or may thereafter become entitled to share in either the principal or income of the portion of the Trust property for which the account is rendered. Failure to object to an account within sixty days after it is rendered shall be the equivalent of written approval.

FIFTH: Trustee Powers.

A. In addition to and not in limitation of all authority which it may have at common law and by statute, the Trustee shall have the following powers (except as otherwise provided herein) which, together with all other powers, may be exercised without application to, or decree or license of, any court, whether or not the Trustee is personally interested in the exercise of such powers, and which shall continue beyond the termination of the Trust hereunder for purposes of distribution:

1. To retain any investment and (except as may be otherwise provided herein) invest and reinvest in any property, whether or not productive, including real and personal property, stocks, bonds, Trust shares and other securities, interests in partnerships and joint ventures, investment companies and common Trust funds (without the necessity of any notices to beneficiaries), in any state or jurisdiction, and whether or not of a kind or in a proportion ordinarily considered suitable for fiduciary investment and without regard for the principles of diversification.

2. To acquire property outright or upon any other terms and conditions.

3. To carry stock certificates and other property in the form of street certificates or in the name of a nominee or of any other person without disclosing the existence of any fiduciary relationship.

4. To make secured loans to any individual or entity other than the Donors, and with respect to mortgages and other security held as fiduciary, to modify the terms thereof, to release partially, to foreclose, and to purchase at foreclosure sales.

5. To borrow money from any person whether or not there may be a conflict of fiduciary and individual interest, upon such terms and conditions as shall seem advisable and to pledge, mortgage and grant security interests in property held as fiduciary, provided, in the case of a conflict of interest, that the interest rate does not exceed the prevailing rate for loans of similar character.

6. In the management of real property, to erect, alter or demolish buildings; to improve, repair, insure, subdivide and vacate any of said property; to adjust boundaries, to dedicate streets or other ways for public use without compensation; to impose any easements, restrictions, conditions, stipulations and covenants appropriate to the actual or any proposed use; and to lease on such terms as shall seem advisable, whether or not the lease may extend beyond the term of fiduciary responsibility.

7. To vote any shares or certificates held as fiduciary; to give proxies, with or without power of substitution and with or without discretionary powers; to participate in organizations, reorganizations, mergers, consolidations and the like; to deposit securities in any voting Trust (the terms of which may extend beyond the term of fiduciary responsibility) or with depositaries designated thereby; to pay assessments on any such securities; in general to exercise all of the rights and powers of an owner or holder of securities; and to engage in a partnership or joint venture.

8. To abandon any property, real or personal, which it shall deem to be not of sufficient value to warrant keeping or protecting; to abstain from the payment of taxes, liens, water rents, assessments, repairs, maintenance or upkeep of any such property; to permit any such property to be lost by tax sale or other proceeding; or to convey any such property for a nominal consideration or without consideration.

9. To hold, retain, purchase, dispose of or otherwise deal with life insurance, annuities, endowment policies or other forms of insurance on the life or lives of the Donors, any beneficiary or any other person for the benefit of any beneficiary and to pay the premiums and costs therefor from the principal or income of the Trust.

10. To exercise any rights, privileges or options granted in any policy or policies of insurance which are then subject to this Agreement of Trust.

11. To resist, compromise, submit to arbitration or pay any claim or matter in dispute affecting the Trust property, whether asserted by or against the Trust or any property held in Trust hereunder.

12. To open and maintain any bank or other account under the terms of which checks or drafts may be drawn upon, or withdrawals made from such account.

13. Generally, to do all acts and things which could be done by an absolute owner of the property held as fiduciary.

14. To determine in accordance with reasonable accounting practice whether receipts are properly to be allocated to, or apportioned or accounted for, as principal or income; whether expenses or disbursements, including amortization of premiums paid for any securities, fiduciary fees or other compensation, and depletion charges against income in respect of assets which are subject to depletion shall be charged to principal or income; and whether or not to make deduction from income for depreciation, obsolescence or amortization, and in what amount.

15. Property may be carried upon the accounts and records of the Trustee at values other than those at the dates of acquisition of the property by the Trustee, whether to show valuations used or desired by the Donors or to accomplish any other objective deemed reasonable by the Trustee.

16. In making any division or distribution hereunder after the death of the Donors, to divide and distribute in kind or to sell the whole or a part of the Trust property, including real estate, and to divide and distribute the proceeds in cash or partly in cash and partly in kind, and for purposes of division and distribution, its reasonable judgment as to the value of Trust property shall be conclusive.

17. To retain investment counsel, legal counsel, accountants or others for any of the above or other purposes and to determine whether or not to act upon their advice.

18. To purchase during the lifetime of the Donors United States Treasury bonds eligible to be tendered at par in payment of federal estate taxes.

19. To distribute from time to time, without order or license of court and without dollar limitation, income or principal to a minor beneficiary by making such distribution to a Custodian for the minor under Chapter 201A of the General Laws of Massachusetts or under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act of any other jurisdiction, in accordance with the provisions applicable to a gift made pursuant to such statutory provisions. The Trustee shall have the same rights as a Donor to designate the Custodian, and if qualified, may act as Custodian.

20. To sell, exchange, partition, grant options to purchase or otherwise dispose of all or any part of the property held as fiduciary, whether real or personal, at public or private sale, for such consideration and on such terms (including credit) as the Trustee shall deem advisable, and to execute, acknowledge and deliver such deeds, bills of sale, transfer or other instruments as shall be necessary or appropriate, with or without covenants, warranties and representations.

B. No person or organization having any dealing with the Trustee or with any property with which the Trusts hereunder are concerned shall have any duty to see that such dealings are in conformity with such Trusts, that the Trustee actually has authority for action taken or proposed to be taken by the Trustee, or that any such property or its proceeds are properly applied.

SIXTH: The Trustee.

A. Patricia A. Tupaj, of North Grosvenordale, Connecticut, and Michael E. Daley, of Marstons Mills, Massachusetts, are appointed Trustees of this Trust. If for any reason either Trustee is unable to serve as Trustee for any reason, the remaining Trustee shall serve as the sole Trustee hereof.

B. Any Trustee may resign as Trustee of the Trusts hereby created at any time by giving written notice to the Co-Trustee or Co-Trustees then acting hereunder (if any) and to the beneficiaries then entitled to receive income and the beneficiaries then entitled to receive principal. The guardian, conservator or attorney in fact under a durable power of attorney of any income or principal beneficiary may so act on his or her behalf. The certificate of a physician that an individual Trustee is not capable of attending to business affairs shall constitute the resignation of the Trustee.

C. Additional Trustees and successor Trustees may be appointed by the Donors, if living, or if not, by the Trustees then serving, if any, and if none, by the majority of the Donors's children who are then living.

D. **Under no circumstances shall the Donors, or either Donor, serve as a Trustee hereunder.**

E. Each successor Trustee hereunder shall accept office in writing and shall be such Trustee immediately upon delivery of such written acceptance to the beneficiaries then entitled to receive income and the beneficiaries who are entitled to receive principal (or the guardian, conservator or attorney in fact under a durable power of attorney of any such beneficiary) without the necessity of any other act, conveyance or transfer.

F. All actions of any Trustee, if more than one Trustee is serving, shall be fully binding on the trust estate.

G. No bond or surety thereon shall be required of any Trustee hereunder. Any individual Trustee hereunder shall be liable only for his or her own default or misfeasance. A successor Trustee shall not be liable for any action taken by the Trustees prior to the time such successor Trustee becomes Trustee hereunder, and may accept duly executed accounts of prior Trustees as correct.

H. Any Trustee may delegate to any other Trustee acting under this instrument, if any, the power to exercise any or all powers granted my Trustee in this agreement, including those that are discretionary. The Trustee may revoke any such delegation at will. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee. So long as any delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegation Trustee had personally joined in the exercise of such power.

I. The Trustee shall be entitled to fair and reasonable compensation for the services my Trustee renders to a beneficiary or the Trust. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale. The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with the Trustee's fiduciary duties performed under this agreement.

J. A Trustee may be removed by a majority of the persons who are or may be in the discretion of the Trustee income beneficiaries (excluding the issue of any then living beneficiary, with legal guardians voting for minor or otherwise incompetent beneficiaries), for any reason, provided, however, that after such removal there shall be an Independent Trustee serving is who is not a related or subordinate person to a person who is a beneficiary of this trust (within the meaning of Code Sec. 672(c) treating the beneficiary as a grantor).

SEVENTH: Irrevocability.

This Trust shall be irrevocable, and the Donors shall have no right or power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate this Trust or any of its terms, in whole or in part.

EIGHTH: Grantor Trust.

A. It is the Donors' intention that this Trust be construed as a "grantor trust" under Internal Revenue Code section 677(a). All income distributed, held, or accumulated by this Trust shall be taxable to the Donors. The Trustee may, to the extent that the income of the Trust generates a tax liability for the Donors, pay such amounts of income or principal of the Trust as the Trustee deems necessary to satisfy such tax obligation. The Donors retain the right to reacquire the principal of this Trust by substituting property of an equivalent value.

NINTH: Definitions.

For the purpose of determining relationships and eligibility to receive benefits, an adopted person and his or her lawful descendants by blood or adoption shall be considered as lawful blood descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or of either adopting parent. A child born out of wedlock shall be deemed the child of his mother only, unless his parents have married each other, or unless his father has acknowledged parentage in writing, except to the extent his parentage has been altered by legal adoption. When the context so requires, any word in one gender shall be construed to include any other gender, and any word in either number shall include both singular and plural. "Executor" shall include administrator and administrator with the will annexed. This Trust shall be governed by the laws of the Commonwealth of Massachusetts and may be referred to as "The James Daley and Mary E. Daley Irrevocable Trust".

TENTH: Termination.

A. The Trustee may terminate this Trust at any time with the consent of the majority of the children of the Donors then living. Upon such termination, the remaining assets of the Trust shall be distributed in accordance with Paragraph B of Article Second, hereunder.

B. This Trust shall terminate, in any event, twenty-one (21) years from the death of the last to die of the Donors and the issue of the Donors living on the date of the execution of this Trust, and the principal and undistributed income of each share of the Trust shall be distributed to the person to whom the Trustee is then permitted or required to distribute the income of such share, or if there is then more than one beneficiary to whom the Trustee may or must distribute the income of such share, by right of representation to those beneficiaries to whom the Trustee is permitted or required to distribute the income of such share, or, if there is no then surviving beneficiary of such share, to the Donors' then living issue, by right of representation, or, if there are no then living issue of the Donors, to those persons who, under the laws of the Commonwealth of Massachusetts in force at the death of the Donors, would have inherited the Donors' personal estate had she died at the time such amount becomes distributable, intestate, unmarried and a resident of Massachusetts, and in the proportions provided by said laws.

ELEVENTH: Survival of Beneficiaries.

If any beneficiary hereunder and the Donors, or any other person upon whose death such beneficiary shall become entitled to receive income or principal under this instrument, shall die in a common accident or disaster, or under such circumstances that it is difficult to determine who survived the other, then for purposes of this Trust such beneficiary shall be deemed to have predeceased the Donors or such other person, as the case may be.

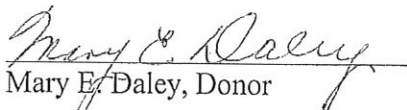
TWELFTH: Division of the Trust into Shares.

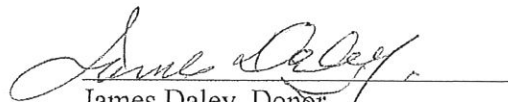
Any provisions contained herein which require the Trustee to divide the Trust into shares, subshares, or separate Trusts are for the purpose of computation and for the purpose of administration as separate Trusts but shall not require the Trustee to make any physical segregation of assets, although the Trustee may do so in its discretion. The Trustee shall have full power to manage and invest the shares, subshares and separate Trusts together as one Trust fund.

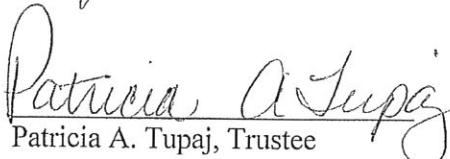
THIRTEENTH: Governing Law.

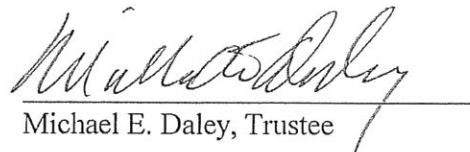
This agreement shall be construed, governed, and administered in accordance with Massachusetts law. The headings of the paragraphs of this agreement are inserted for convenience only and shall not affect its construction. In the construction of this agreement the gender of pronouns and the singular or plural form of words shall be disregarded where appropriate. References to provisions of the Internal Revenue Code shall be deemed to include any corresponding provisions of subsequent federal tax laws.

IN WITNESS WHEREOF, Mary E. Daley and James Daley have signed and sealed these presents as Donors, and Patricia A. Tupaj and Michael E. Daley have noted their acceptance of the Trusts hereby created all as of the first day and year written above.


Mary E. Daley, Donor


James Daley, Donor

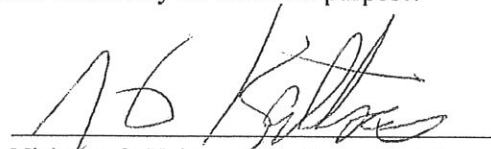

Patricia A. Tupaj, Trustee


Michael E. Daley, Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 19th day of December, 2007, before me, the undersigned notary public, personally appeared James Daley and Mary E. Daley, as Donors, and Patricia A. Tupaj, as Trustee, known to me or satisfactorily proven to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Nicholas G. Kaltsas, Esq., Notary Public
My commission expires: May 26, 2011

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 2nd day of JANUARY, 2008, before me, the undersigned notary public, personally appeared Michael E. Daley, as Trustee, known to me or satisfactorily proven to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public: JOSEPH F. JUPPE
My commission expires: 5/22/09

Exhibit J

SPRINGFIELD OFFICE
88 INDUSTRY AVE, SUITE D
SPRINGFIELD MA 01104-3259

Commonwealth of Massachusetts
Executive Office of Health
and Human Services
Office of Medicaid
www.mass.gov/masshealth

Tel: (800) 841-2900
TTY: (888) 665-9997
Fax: (413) 785-4107

Medicaid ID : 100211490311

526/APPR
JAMES DALEY
215 MILL ST UNIT 103
WORCESTER MA 01602-0000

Attn: JAMES DALEY Re: Notice sent to JAMES DALEY

Date: 04/11/2018

Notice: 59053430

SSN: XXX-XX-0291

Dear JAMES DALEY

MassHealth Long-Term-Care Services in a Nursing Facility

MassHealth has decided that you are eligible for MassHealth Standard benefits to cover your care in a nursing facility. Your eligibility begins on 01/19/2014.

What Happens Next?

Starting in 01/19/2014, you will owe your nursing facility \$0.00 every month to help pay for your care. Your nursing facility will bill you \$0.00 every month. This is called your "Patient Paid Amount." At the end of this notice, you can see how we determined your Patient Paid Amount.

Reporting Changes

You must tell MassHealth about certain changes that could affect your coverage. These include any changes in income, family size, employment, student status, disability status, health insurance, address, and immigration status. This will let us determine the most complete coverage you can get. Address changes are needed so you will get notices about your benefits. Once a change occurs, please report the change to MassHealth within 10 days or as soon as possible.

For information about appealing our decisions, see the Request for a Fair Hearing page of this notice.

continued...

Call the phone number at the top of this notice if you have any questions about this notice. If you don't have a copy of the MassHealth booklet, please call to request one. It has important information about MassHealth coverage and rules.

How We Determined Your Monthly Patient Paid Amount (PPA):

Countable Income:

Earned Income:	0.00
Social Security/Railroad Retirement:	878.00
Annuity:	0.00
Pension:	2,269.64
Veteran's Pension:	0.00
Other:	0.00
Total Countable Income:	3,147.64

Allowances:

Personal Needs Allowance:	72.80
Amount to Maintain Home:	0.00
Spouse In Home:	3,029.67
Family Members In Home:	0.00
Medicare:	0.00
Other Health Insurance:	45.17
Guardianship Fees and Expenses:	0.00
Other Medical Expenses:	0.00
Total Allowances:	3,147.64

Net Countable Income: 0.00

Amount You Pay Nursing Facility: 0.00

HOW TO ASK FOR A FAIR HEARING

Your Right to Appeal: If you disagree with the action by MassHealth, you have the right to appeal and ask for a fair hearing before an impartial hearing officer. The Board of Hearings must get your fair hearing request form no later than **30 calendar days** from the date you got MassHealth's official written notice telling you of the action to be taken.

If you want to ask for a fair hearing because MassHealth did not take action on your application or on your request for service, MassHealth did not send you a written notice of the action to be taken, or a MassHealth employee's behavior toward you was coercive or improper, the Board of Hearings must get your fair hearing request form no later than 120 calendar days from the date of your application or your request for service, MassHealth's action, or the MassHealth employee's improper behavior.

How to Appeal: To ask for a fair hearing, fill out the fair hearing request form (be sure to fill out **Section II-Reason for Appeal**) and send a copy with a copy of the MassHealth official written notice to: **Appeal Processing Center, P.O. Box 4405, Taunton, MA 02780-0419** or fax them to **1-857-323-8300**. Please keep a copy of the fair hearing request form for your information.

If You Are Now Getting MassHealth: If the Board of Hearings gets your fair hearing request form before the date the action is taken or, if later, within 10 calendar days of the mailing date of MassHealth's written notice to you, you will keep getting MassHealth until a decision is made on your appeal. If you get MassHealth during your appeal, and then lose your appeal, you may have to pay MassHealth back for the cost of MassHealth benefits that you got during this time period. If you do not want to keep getting MassHealth during your appeal, please check **Box A in Section III** on the fair hearing request form. If you do not get MassHealth during your appeal, and then you win your appeal, MassHealth will restore your MassHealth benefits.

Date of Fair Hearing: At least 10 calendar days before the fair hearing, the Board of Hearings will send you a notice telling you the date, time, and place of the hearing. This will give you time to get ready for the hearing. If you want to have a fair hearing scheduled as soon as possible, check **Box B in Section III** on the fair hearing request form for an expedited hearing. If you have good cause for not being able to come to the hearing, or if you need a telephone hearing, you must call the Board of Hearings at **617-847-1200** or **1-800-655-0338** before the hearing date. If you do not reschedule or appear on time at the hearing without documented good cause, your appeal will be dismissed.

Your Right to Be Helped at the Hearing: At the hearing, you may represent yourself or be represented by a lawyer or other representative at your own expense. You may contact a local legal service or community agency to get advice or representation at no cost. To get information about legal service or community agencies, call the MassHealth Customer Service Center at **1-800-841-2900** (TTY: **1-800-497-4648** for people who are deaf, hard of hearing, or speech disabled).

If You Need an Interpreter or an Assistive Device: If you do not understand English and/or are hearing or sight impaired, the Board of Hearings will provide an interpreter and/or assistive device for you at the hearing. Please check either **Box C or D, or both, in Section III** on the fair hearing request form if you need an interpreter or assistive device, or call the Board of Hearings at **617-847-1200** or **1-800-655-0338** at least **five business days** before the hearing.

Your Right to Review Your Case File: You and/or your representative can review your MassHealth case file before the hearing. To do this, call a MassHealth Enrollment Center at **1-888-665-9993** (TTY: **1-888-665-9997** for people who are

deaf, hard of hearing, or speech disabled) before the fair hearing. Your MassHealth case file is not kept at the Board of Hearings.

Your Right to Ask to Subpoena Witnesses, and Your Right to Question: You or your representative may write to the Board of Hearings to ask that witnesses or documents be subpoenaed to the hearing. You or your representative may present evidence and cross-examine witnesses at the hearing. The hearing officer will make a decision based on all evidence presented at the fair hearing.

NONDISCRIMINATION NOTICE FOR APPLICANTS AND MEMBERS: Under federal and state law, MassHealth does not discriminate on the basis of race, color, sex, sexual orientation, national origin, religion, creed, age, health status, or handicap.

Name: **JAMES DALEY** SSN: **XXX-XX-0291** Medicaid ID: **100211490311**
Notice: **59053451** Notice Date: **04/11/2018**

*** Mail or Fax this form ***

FAIR HEARING REQUEST FORM

Fill out all sections that apply. Print clearly.

SECTION I: Applicant/Member Information

Name of Applicant or Member: _____
Address: _____
Telephone No.: () _____
MassHealth I.D. or Social Security Number: _____
Cardholder's Name on MassHealth card (if different): _____

SECTION II: Reason for Appeal

I, _____ want a fair hearing because:

Signature: _____ Date: ____/____/____

SECTION III: Appeal Information

(Check the boxes that apply to you.)

- A. I do not want to keep getting MassHealth during the appeal process.
- B. I want an expedited hearing.
- C. I need an interpreter
(what language?: _____) to be provided by the Board of Hearings.
- D. I need an assistive device to be provided by the Board of Hearings.
(Describe what type of assistive device you need. For example: American Sign Language): _____

SECTION IV: Appeal Representative, if any

My appeal representative is: _____
Title: _____
Address: _____
Telephone No.: () _____

SPRINGFIELD OFFICE
88 INDUSTRY AVE, SUITE D
SPRINGFIELD MA 01104-3259

Commonwealth of Massachusetts
Executive Office of Health
and Human Services
Office of Medicaid
www.mass.gov/masshealth

Tel: (800) 841-2900
TTY: (888) 665-9997
Fax: (413) 785-4107

Medicaid ID : 100211490311

526/T
JAMES DALEY
215 MILL ST UNIT 103
WORCESTER MA 01602-0000

Date: 04/11/2018

Notice: 59053451

SSN: XXX-XX-0291

Dear JAMES DALEY

Important! This health-care benefits notice tells you the decisions we have made about certain programs that you may be eligible for. Please read the whole notice to find out about your health-care benefits.

MassHealth

MassHealth is ending coverage for the following members who had been receiving MassHealth benefits. The coverage will end only for family members listed below.

Name	SSN/DOB	Coverage End Date	Medicaid ID
DALEY, JAMES	XXX-XX-0291	11/13/2014	100211490311
Reason and Manual Citation			
We have been told of the death of this household member. 130 CMR 503.002 517.002			

The Member Booklet describes the rules for MassHealth. It explains why members of your family are not eligible. It describes the income standards and other rules for MassHealth.

Call the phone number at the top of this notice if you have any questions about this notice. If you don't have a copy of the Member Booklet, please call to request one. It has important information about MassHealth coverage and rules.

continued...

For information about appealing our decisions, see the Request for a Fair Hearing page of this notice.

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deaf, hard of hearing, or speech disabled) before the fair hearing. Your MassHealth case file is not kept at the Board of Hearings.

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Name: JAMES DALEY SSN: XXX-XX-0291 Medicaid ID: 100211490311
Notice: 59053430 Notice Date: 04/11/2018

*** Mail or Fax this form ***

FAIR HEARING REQUEST FORM

Fill out all sections that apply. Print clearly.

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Telephone No.: () _____
MassHealth I.D. or Social Security Number: _____
Cardholder's Name on MassHealth card (if different): _____

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I, _____ want a fair hearing because:

Signature: _____ Date: ____/____/____

SECTION III: Appeal Information

(Check the boxes that apply to you.)

- () A. I do not want to keep getting MassHealth during the appeal process.
- () B. I want an expedited hearing.
- () C. I need an interpreter
(what language?: _____) to be provided by the Board of Hearings.
- () D. I need an assistive device to be provided by the Board of Hearings.
(Describe what type of assistive device you need. For example: American Sign Language): _____

SECTION IV: Appeal Representative, if any

My appeal representative is: _____
Title: _____
Address: _____
Telephone No.: () _____

Exhibit K

PHYLLIS A. FLANDERS IRREVOCABLE TRUST

I, PHYLLIS A. FLANDERS (hereinafter, in her capacity as creator of this Trust, referred to as "Grantor") of Lowell, Middlesex County, Massachusetts, hereby transfers to ARTHUR H. FLANDERS of Derry, Hillsborough County, New Hampshire, (hereinafter, in his capacity as TRUSTEE hereunder, together with any successor(s) in Trust, collectively referred to as the "Trustee" or "Trustees") as Trustees, the property identified on a schedule designated, "Schedule A", attached hereto. The Trust Property so identified, and any property added to the Trust in accordance with the provisions of this instrument, and all investments and reinvestment thereof (the "Trust Principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated as the "PHYLLIS A. FLANDERS IRREVOCABLE TRUST, dated April 23, 2009".

ARTICLE II

Commencing as of the date of this instrument, during the life of the Grantor, the Trustee shall administer the Trust Principal and any net income thereof as follows:

A. The Trustee shall distribute to the Grantor or apply for his benefit such amounts of net income only, as the Trustee believes desirable from time to time for the Grantor's health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee.

B. The term "net income" as used herein shall mean the income remaining after the payment of all costs and expenses normally chargeable to income, and after the payment or setting aside of such reserves from income as the Trustee deems proper for expenses, taxes and depreciation.

C. Notwithstanding anything herein contained to the contrary, the Grantor hereby retains in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity, the power to reacquire the trust corpus and Trust Principal by substituting other property of an equivalent value, as per IRC Section 675(4)(C). This power is applicable to the entire income and principal of this Trust.

ARTICLE III

A. Prior to the date of the death of the Grantor, upon obtaining the written consent of all adult beneficiaries, the Trustees have discretion to distribute principal, in equal or unequal amounts as determined by the Trustee, to one or more of the following named persons:

LAW OFFICES OF
AVID K. REFFUCCI
1 PAWTUCKET STREET
OWELL, MA 01854-3501

TEL: (978) 458-1296
FAX: (978) 937-3728

- ARTHUR H. FLANDERS of Derry, New Hampshire
- RUSSELL D. FLANDERS of Lowell, Massachusetts
- SCOTT A. FLANDERS of Lowell, Massachusetts

or to the issue of the above-named person if he/she is not living, said named person and his/her issue, if that named person is deceased, hereinafter being referred to as a Beneficiary or Beneficiaries.

Any such distribution of principal, unequal or otherwise, to a Beneficiary shall not be an advancement of that persons distributive share upon the death of the Grantor.

B. As of the date of the death of the Grantor, if ARTHUR J. FLANDERS, the spouse of the Grantor is then living, the Trustees shall distribute all then existing Trust Principal, together with all accrued or undistributed net income of the Trust, to ARTHUR H. FLANDERS, as he is Trustee, or to his successors, as applicable, of the ARTHUR J. FLANDERS IRREVOCABLE TRUST, dated April 23, 2009, and said assets shall become assets of that Trust and shall be governed in accordance with the terms of the same.

C. As of the date of the death of the Grantor, if ARTHUR J. FLANDERS, the spouse of the Grantor is not then living, the Trustee shall distribute all remaining Trust Principal, together with all accrued or undistributed net income of the Trust, in equal shares to the following named persons:

- ARTHUR H. FLANDERS of Derry, New Hampshire
- RUSSELL D. FLANDERS of Lowell, Massachusetts
- SCOTT A. FLANDERS of Lowell, Massachusetts

or to the issue of any of the above-named persons, if not then living as of the date of the death of the Grantor.

D. Despite the preceding provisions of this instrument, the Trustee may elect to withhold any property otherwise distributable under paragraphs A or C of this ARTICLE to a Beneficiary who has not reached the age of twenty-five years and may retain the property for that Beneficiary in a separate trust named for the Beneficiary, to be distributed to the Beneficiary when he or she reaches the age of twenty-five years, or before then if the Trustee so elect. The Trustee shall apply as much of the net income and principal of the trust so retained as the Trustees believe desirable for the health, support in reasonable comfort, education, best interests, and welfare of

the Beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee. If the Beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the Beneficiary's estate.

E. During the lifetime of the Grantor, the Grantor, by written instrument duly witnessed and notarized and/or by the terms of his Last Will and Testament, reserves the power and right to at any time to time, modify, amend and/or change the percentage allocations or shares to which any beneficiary hereunder may be entitled.

ARTICLE IV

The provisions of this Article shall apply to all Trust assets held under this instrument:

A. If at any time a Beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustee is incapable of properly managing his financial affairs, then the Trustee may make those distributions directly to the Beneficiary, to a lawful guardian of the Beneficiary, or to a custodian selected by the Trustees for the Beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the Beneficiary in such manner as the Trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

B. Among the circumstances and factors to be considered by the Trustee in determining whether to make discretionary distributions of net income or principal to a Beneficiary are the other income and assets known to the Trustee to be available to that Beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

C. Except as otherwise provided by law, no interest of the Grantor or of any Beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustee, or to involuntary transfer in any event.

D. If at any time after the death of the Grantor, the Trustee shall determine that the Trust is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute all Trust assets together with all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

E. Notwithstanding any other provision of this instrument, at the end of twenty-one (21) years after the death of the Grantor and all descendants of the Grantor who are living at

the time of the Grantor's death, the Trustee shall distribute all principal and all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

F. For purposes of determining who is a descendant of the Grantor or of any other Beneficiary or person:

1. Legal adoption before the person adopted reached the age of twenty-one (21) years shall be the equivalent in all respects to blood relationship; and

2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants (i) of the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, or if his paternity is adjudicated, of the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

ARTICLE V

A. The Trustee shall have the following powers with respect to all Trust assets held under this instrument, which shall be exercisable in the discretion of the Trustees:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustees, including partnership interests (whether general, special, or limited), even though the Trustees could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;

4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by a Trustee;

5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests

in property among the Beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

6. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

7. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustees, or one of them, in the name of a nominee, or in unregistered form;

8. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

9. To deal with the fiduciary or fiduciaries of any other trust or estate, even though a Trustee, or the Trustees, may also be the fiduciary or one of the fiduciaries of the other trust or estate;

10. To compromise or abandon any claim in favor of or against the Trust;

11. To lend money to, and to purchase property from, the personal representative of the Grantor's estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

12. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each trust an undivided interest in the commingled property;

13. To receive any property, real or personal, to be added to the Trust, from the Grantor in any event (and, if the Trustees consent in writing, from any other person) by lifetime or testamentary transfer or otherwise;

14. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability; and

15. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

A. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all Trust Principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

B. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

C. The Trustees' exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

D. Notwithstanding the terms of this instrument, no power or authority given to the Trustee hereunder shall be deemed or construed to permit the Grantor to borrow from the Trustee or the Trust, or the Trustee or the Trust to loan to the Grantor, all or any portion of the income and/or principal of the Trust, and, in fact, any such action by the Trustee is expressly prohibited.

E. Whenever there are two (2) Trustees serving at any time hereunder, all decisions and actions taken by them shall be made with the joint and unanimous consent of both Trustees.

F. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE VI

A. Any Trustee may resign at any time by giving prior written notice to the Grantor, or, if the Grantor is not then living, to the Beneficiary or Beneficiaries to whom the current trust income may or must then be distributed.

B. Upon the death or resignation of ARTHUR H. FLANDERS as Trustee hereunder, or if for any reason he shall fail or cease to act as said Trustee, then SCOTT A. FLANDERS of Lowell, Middlesex County, Massachusetts shall serve in his place and stead as his successor Trustee. All successor Trustees named or appointed pursuant to the terms of this instrument shall have all of the title, powers, and discretion of the original Trustees.

C. As often as a Trustee shall deem such action to be advantageous to the Trust or to any Beneficiary, a Trustee may, by written instrument, resign and nominate a substitute Trustee with respect to all or any part of the Trust Principal, including property as to which the Trustee cannot act, which substitute Trustee shall be the person(s) named in paragraph B. above, and

should no such person then be living the substitute Trustee may be any person, or any bank or trust company, within or outside the Commonwealth of Massachusetts. All such successor and substitute Trustees shall have all of the title, powers, and discretion of the original Trustees.

D. In the event that the original Trustee, ARTHUR H. FLANDERS ceases to act as Trustee hereunder for any reason, or if any successor Trustee nominated as hereinafter provided ceases to act as Trustee hereunder for any reason, a successor Trustee(s) may be nominated by the Grantor, or, after the death of the Grantor or if the Grantor is deemed mentally incompetent to do so, by a majority in number of the Beneficiaries who to whom the current trust income or principal may or must then be distributed. If any person so designated to act is then under legal disability, the instrument of nomination may be signed by the lawful guardian of such person on his behalf.

E. For purposes of the foregoing, the decision as to whether at any time or from time to time the Grantor is disabled because advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a majority of the adult Beneficiaries of this Trust with the concurring opinion of two physicians who examined or treated the Grantor within the previous three (3) months.

F. Notwithstanding anything set forth herein to the contrary, the Grantor reserves and shall have the right, not more frequently than once per twelve (12) month period, to terminate and replace any Trustee herein nominated, named, appointed or serving, or to name a substitute Trustee for any deceased Trustee or to name a substitute or successor Trustee for any existing Trustee upon the death, incapacity or resignation of any such existing Trustee or to replace a Trustee who has resigned, upon written notice to that Trustee to that effect which shall be effective upon the written acceptance of a successor, independent Trustee named, nominated and/or so appointed by the Grantor. The Grantor may not appoint herself as a Trustee.

G. Any incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustees, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

H. Except during the lifetime of the Grantor, the Trustees shall render an accounting at least annually to each Beneficiary for all years where any Beneficiary has received a distribution of income or principal during the accounting period. If no objections to the accounting are raised by the Beneficiaries entitled to receive that accounting within sixty (60) days after its receipt, then the accounting shall be deemed approved.

ARTICLE VII

With respect to any life insurance policies or employee benefit plans not owned by the trust but made payable to the Trustee, the Grantor directs that:

A. The Trustee shall have no responsibility for payment of premiums or assessments

on the policies, or responsibility to see that premiums or assessments are paid by others, and the companies issuing them shall have no responsibility to see to the fulfillment of any trust hereunder or to the application of any proceeds;

B. The Trustee's receipt and release shall release and discharge any obligor for any payment made and shall bind every trust Beneficiary hereunder; and

C. The Trustee shall have no duty to bring suit for payment of any of the policies or plan benefits, unless the Trustees hold funds out of which the Trustees may be indemnified against all expenses of suit, including legal fees.

ARTICLE VIII

A. I hereby designate Attorney David K. Reppucci of Lowell, Massachusetts as the Trust Protector of any and all trusts created under the terms of this instrument. The function of the Trust Protector is to assist, if needed, in protecting the interests of beneficiaries and in achieving the objectives of this instrument. To carry out that function, the Trust Protector is hereby empowered to amend this Trust so as to correct any errors or ambiguities found in this instrument and to respond to changes in the law that may affect any trusts herein created.

B. Any Trust Protector serving shall be a person who is not an adverse party within the meaning of Section 672(a) of the IRC and during the Grantor's lifetime shall not be related or subordinate to the Grantor within the meaning of Section 672(c).

C. Any Trust Protector (including successors) shall have the right to appoint a successor Trust Protector in writing and such appointment shall take effect upon the death, resignation or incapacity of the appointing Trust Protector. Any Trust Protector may resign by written notice to the Grantor or if the Grantor is deceased, by written notice to all adult beneficiaries of this Trust. Any Trust Protector may be replaced by the Grantor at any time, with or without cause, and the Grantor may appoint a successor Trust Protector to serve in the place and stead of any Trust Protector so removed.

D. If at any time the office of Trust Protector is vacant and there is no effectively named successor, a majority of the income beneficiaries of the trust may appoint a successor Trust Protector.

E. A Trust Protector may not appoint him/her/itself as a Trustee.

F. The Trust Protector's authority is conferred in a nonfiduciary capacity and the Trust Protector shall not be liable for any action taken in good faith. The Trust Protector is permitted and authorized to exercise "best judgment" in the course of service in the capacity as Trust Protector.

G. The Trust Protector will not be liable for any act or omission to act unless it is

conclusively established that the act or omission to act was motivated by an actual intent to harm the Trust or in an act of self-dealing for personal pecuniary benefit. The Trust will pay or reimburse the costs of defending, settlement or judgment of any claim made against the Trust Protector unless it is conclusively established that the Trust Protector's conduct was motivated by an actual intent to harm a beneficiary of the Trust.

H. The Trust Protector may, with respect to any trust as to which the Trust Protector is acting, amend:

1. The Trust's administrative and investment powers as may be set forth herein;
2. Provisions to reflect tax or other legal changes that affect trust administration;
3. Provisions to correct ambiguities that might otherwise require court construction or interpretation; or
4. The withdrawal rights, if any, granted under this instrument.

I. All amendments to this Trust made by my Trust Protector shall be conclusive on all persons interested in this Trust and the Trust Protector shall not be liable for the consequences of any such amendment or for not having amended the same. All such amendments shall be in writing signed by the Trust Protector and a copy of any such amendment shall be delivered to all beneficiaries hereunder.

J. Notwithstanding any provisions herein to the contrary, the Trust Protector shall not participate in the exercise of a power or a discretion conferred under this instrument that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the IRC.

K. The Trust Protector is not required and shall have no duty to monitor the Trust herein created and is not required to exercise any power or discretion granted herein.

L. The Trust Protector is entitled to reasonable compensation for services rendered to the Trust.

ARTICLE IX


Except as specifically set forth herein, the Grantor hereby expressly waives any and all right which he may have, by operation of law or otherwise, to alter, amend, revoke or otherwise change the terms of this Trust or any of the provisions hereof.

ARTICLE X

A. A written instrument signed by any Trustee as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any purchaser, lender, corporation, association, or officer or transfer agent thereof, and any other person dealing in good faith with the Trustee in reliance upon such statement.

B. Wheresoever the context herein requires, the masculine shall include the feminine and the singular shall include the plural and vice versa.

WITNESS, the hand and seal of the undersigned, this 23rd day of April, 2009.



Witness - David K. Reppucci



PHYLLIS A. FLANDERS - Grantor

The Trusts created by the foregoing instrument are accepted as of the above date.

Witness - David K. Reppucci

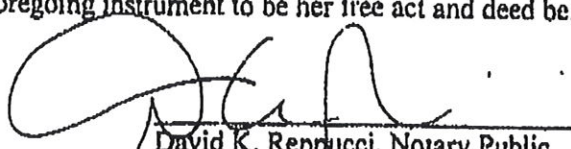
ARTHUR H. FLANDERS - Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 23rd, 2009

On this 23rd day of April, 2009, before me, the undersigned notary public, appeared PHYLLIS A. FLANDERS, as Grantor, as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, the foregoing instrument to be her free act and deed before me.


David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 23rd, 2009

On this 23rd day of April, 2009, before me, the undersigned notary public, appeared personally appeared ARTHUR H. FLANDERS, as Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a valid Drivers Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, the foregoing instrument to be her free act and deed before me.

David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

688x:052/Flanders, Phyllis A. Trust*11

PHYLLIS A. FLANDERS IRREVOCABLE TRUST

SCHEDULE A

\$10.00

688X:052/Flanders, Phyllis A. Trust*12

ARTHUR J. FLANDERS IRREVOCABLE TRUST

I, ARTHUR J. FLANDERS (hereinafter, in his capacity as creator of this Trust, referred to as "Grantor") of Lowell, Middlesex County, Massachusetts, hereby transfers to ARTHUR H. FLANDERS of Derry, Hillsborough County, New Hampshire, (hereinafter, in his capacity as TRUSTEE hereunder, together with any successor(s) in Trust, collectively referred to as the "Trustee" or "Trustees") as Trustees, the property identified on a schedule designated, "Schedule A", attached hereto. The Trust Property so identified, and any property added to the Trust in accordance with the provisions of this instrument, and all investments and reinvestment thereof (the "Trust Principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated as the "ARTHUR J. FLANDERS IRREVOCABLE TRUST, dated April 23rd, 2009".

ARTICLE II

Commencing as of the date of this instrument, during the life of the Grantor, the Trustee shall administer the Trust Principal and any net income thereof as follows:

A. The Trustee shall distribute to the Grantor or apply for his benefit such amounts of net income only, as the Trustee believes desirable from time to time for the Grantor's health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee.

B. The term "net income" as used herein shall mean the income remaining after the payment of all costs and expenses normally chargeable to income, and after the payment or setting aside of such reserves from income as the Trustee deems proper for expenses, taxes and depreciation.

C. Notwithstanding anything herein contained to the contrary, the Grantor hereby retains in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity, the power to reacquire the trust corpus and Trust Principal by substituting other property of an equivalent value, as per IRC Section 675(4)(C). This power is applicable to the entire income and principal of this Trust.

ARTICLE III

A. Prior to the date of the death of the Grantor, upon obtaining the written consent of all adult beneficiaries, the Trustees have discretion to distribute principal, in equal or unequal amounts as determined by the Trustee, to one or more of the following named persons:

LAW OFFICES OF
JOYD K. RIPPUCCI
PAWTUCKET STREET
LOWELL, MA 01854-3501

TEL: (978) 458-1296
FAX: (978) 937-3728

- ARTHUR H. FLANDERS of Derry, New Hampshire
- RUSSELL D. FLANDERS of Lowell, Massachusetts
- SCOTT A. FLANDERS of Lowell, Massachusetts

or to the issue of the above-named person if he/she is not living, said named person and his/her issue, if that named person is deceased, hereinafter being referred to as a Beneficiary or Beneficiaries.

Any such distribution of principal, unequal or otherwise, to a Beneficiary shall not be an advancement of that persons distributive share upon the death of the Grantor.

B. As of the date of the death of the Grantor, if PHYLLIS A. FLANDERS, the spouse of the Grantor is then living, the Trustees shall distribute all then existing Trust Principal, together with all accrued or undistributed net income of the Trust, to ARTHUR H. FLANDERS, as he is Trustee, or to his successors, as applicable, of the PHYLLIS A. FLANDERS IRREVOCABLE TRUST, dated April 23rd, 2009, and said assets shall become assets of that Trust and shall be governed in accordance with the terms of the same.

C. As of the date of the death of the Grantor, if PHYLLIS A. FLANDERS, the spouse of the Grantor is not then living, the Trustee shall distribute all remaining Trust Principal, together with all accrued or undistributed net income of the Trust, in equal shares to the following named persons:

- ARTHUR H. FLANDERS of Derry, New Hampshire
- RUSSELL D. FLANDERS of Lowell, Massachusetts
- SCOTT A. FLANDERS of Lowell, Massachusetts

or to the issue of any of the above-named persons, if not then living as of the date of the death of the Grantor.

D. Despite the preceding provisions of this instrument, the Trustee may elect to withhold any property otherwise distributable under paragraphs A or C of this ARTICLE to a Beneficiary who has not reached the age of twenty-five years and may retain the property for that Beneficiary in a separate trust named for the Beneficiary, to be distributed to the Beneficiary when he or she reaches the age of twenty-five years, or before then if the Trustee so elect. The Trustee shall apply as much of the net income and principal of the trust so retained as the Trustees

believe desirable for the health, support in reasonable comfort, education, best interests, and welfare of the Beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustee. If the Beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the Beneficiary's estate.

E. During the lifetime of the Grantor, the Grantor, by written instrument duly witnessed and notarized and/or by the terms of his Last Will and Testament, reserves the power and right to at any time to time, modify, amend and/or change the percentage allocations or shares to which any beneficiary hereunder may be entitled.

ARTICLE IV

The provisions of this Article shall apply to all Trust assets held under this instrument:

A. If at any time a Beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustee is incapable of properly managing his financial affairs, then the Trustee may make those distributions directly to the Beneficiary, to a lawful guardian of the Beneficiary, or to a custodian selected by the Trustees for the Beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the Beneficiary in such manner as the Trustee considers advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

B. Among the circumstances and factors to be considered by the Trustee in determining whether to make discretionary distributions of net income or principal to a Beneficiary are the other income and assets known to the Trustee to be available to that Beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

C. Except as otherwise provided by law, no interest of the Grantor or of any Beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustee, or to involuntary transfer in any event.

D. If at any time after the death of the Grantor, the Trustee shall determine that the Trust is of a size that is no longer economical to administer, the Trustee, without further responsibility, may (but need not) distribute all Trust assets together with all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

E. Notwithstanding any other provision of this instrument, at the end of twenty-one

(21) years after the death of the Grantor and all descendants of the Grantor who are living at the time of the Grantor's death, the Trustee shall distribute all principal and all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

F. For purposes of determining who is a descendant of the Grantor or of any other Beneficiary or person:

1. Legal adoption before the person adopted reached the age of twenty-one (21) years shall be the equivalent in all respects to blood relationship; and

2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants (i) of the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, or if his paternity is adjudicated, of the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

ARTICLE V

A. The Trustee shall have the following powers with respect to all Trust assets held under this instrument, which shall be exercisable in the discretion of the Trustees:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustees, including partnership interests (whether general, special, or limited), even though the Trustees could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;

4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by a Trustee;

5. To make allocations, divisions, and distributions of trust property in cash or in kind,

or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the Beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

6. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

7. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustees, or one of them, in the name of a nominee, or in unregistered form;

8. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositories, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

9. To deal with the fiduciary or fiduciaries of any other trust or estate, even though a Trustee, or the Trustees, may also be the fiduciary or one of the fiduciaries of the other trust or estate;

10. To compromise or abandon any claim in favor of or against the Trust;

11. To lend money to, and to purchase property from, the personal representative of the Grantor's estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

12. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each trust an undivided interest in the commingled property;

13. To receive any property, real or personal, to be added to the Trust, from the Grantor in any event (and, if the Trustees consent in writing, from any other person) by lifetime or testamentary transfer or otherwise;

14. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability; and

15. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all Trust Principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

C. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

D. The Trustees' exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustee that the Trustee is acting in compliance with this instrument shall fully protect all persons dealing with the Trustee.

E. Notwithstanding the terms of this instrument, no power or authority given to the Trustee hereunder shall be deemed or construed to permit the Grantor to borrow from the Trustee or the Trust, or the Trustee or the Trust to loan to the Grantor, all or any portion of the income and/or principal of the Trust, and, in fact, any such action by the Trustee is expressly prohibited.

F. Whenever there are two (2) Trustees serving at any time hereunder, all decisions and actions taken by them shall be made with the joint and unanimous consent of both Trustees.

G. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE VI

A. Any Trustee may resign at any time by giving prior written notice to the Grantor, or, if the Grantor is not then living, to the Beneficiary or Beneficiaries to whom the current trust income may or must then be distributed.

B. Upon the death or resignation of ARTHUR H. FLANDERS as Trustee hereunder, or if for any reason he shall fail or cease to act as said Trustee, then SCOTT A. FLANDERS of Lowell, Middlesex County, Massachusetts shall serve in his place and stead as his successor Trustee. All successor Trustees named or appointed pursuant to the terms of this instrument shall have all of the title, powers, and discretion of the original Trustees.

C. As often as a Trustee shall deem such action to be advantageous to the Trust or to any Beneficiary, a Trustee may, by written instrument, resign and nominate a substitute Trustee with respect to all or any part of the Trust Principal, including property as to which the Trustee cannot act, which substitute Trustee shall be the person(s) named in paragraph B. above, and

should no such person then be living the substitute Trustee may be any person, or any bank or trust company, within or outside the Commonwealth of Massachusetts. All such successor and substitute Trustees shall have all of the title, powers, and discretion of the original Trustees.

D. In the event that the original Trustee, ARTHUR H. FLANDERS ceases to act as Trustee hereunder for any reason, or if any successor Trustee nominated as hereinafter provided ceases to act as Trustee hereunder for any reason, a successor Trustee(s) may be nominated by the Grantor, or, after the death of the Grantor or if the Grantor is deemed mentally incompetent to do so, by a majority in number of the Beneficiaries who to whom the current trust income or principal may or must then be distributed. If any person so designated to act is then under legal disability, the instrument of nomination may be signed by the lawful guardian of such person on his behalf.

E. For purposes of the foregoing, the decision as to whether at any time or from time to time the Grantor is disabled because advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a majority of the adult Beneficiaries of this Trust with the concurring opinion of two physicians who examined or treated the Grantor within the previous three (3) months.

F. Notwithstanding anything set forth herein to the contrary, the Grantor reserves and shall have the right, not more frequently than once per twelve (12) month period, to terminate and replace any Trustee herein nominated, named, appointed or serving, or to name a substitute Trustee for any deceased Trustee or to name a substitute or successor Trustee for any existing Trustee upon the death, incapacity or resignation of any such existing Trustee or to replace a Trustee who has resigned, upon written notice to that Trustee to that effect which shall be effective upon the written acceptance of a successor, independent Trustee named, nominated and/or so appointed by the Grantor. The Grantor may not appoint himself as a Trustee.

G. Any incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustees, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

H. Except during the lifetime of the Grantor, the Trustees shall render an accounting at least annually to each Beneficiary for all years where any Beneficiary has received a distribution of income or principal during the accounting period. If no objections to the accounting are raised by the Beneficiaries entitled to receive that accounting within sixty (60) days after its receipt, then the accounting shall be deemed approved.

ARTICLE VII

With respect to any life insurance policies or employee benefit plans not owned by the trust but made payable to the Trustee, the Grantor directs that:

A. The Trustee shall have no responsibility for payment of premiums or assessments

on the policies, or responsibility to see that premiums or assessments are paid by others, and the companies issuing them shall have no responsibility to see to the fulfillment of any trust hereunder or to the application of any proceeds;

B. The Trustee's receipt and release shall release and discharge any obligor for any payment made and shall bind every trust Beneficiary hereunder; and

C. The Trustee shall have no duty to bring suit for payment of any of the policies or plan benefits, unless the Trustees hold funds out of which the Trustees may be indemnified against all expenses of suit, including legal fees.

ARTICLE VIII

A. I hereby designate Attorney David K. Reppucci of Lowell, Massachusetts as the Trust Protector of any and all trusts created under the terms of this instrument. The function of the Trust Protector is to assist, if needed, in protecting the interests of beneficiaries and in achieving the objectives of this instrument. To carry out that function, the Trust Protector is hereby empowered to amend this Trust so as to correct any errors or ambiguities found in this instrument and to respond to changes in the law that may affect any trusts herein created.

B. Any Trust Protector serving shall be a person who is not an adverse party within the meaning of Section 672(a) of the IRC and during the Grantor's lifetime shall not be related or subordinate to the Grantor within the meaning of Section 672(c).

C. Any Trust Protector (including successors) shall have the right to appoint a successor Trust Protector in writing and such appointment shall take effect upon the death, resignation or incapacity of the appointing Trust Protector. Any Trust Protector may resign by written notice to the Grantor or if the Grantor is deceased, by written notice to all adult beneficiaries of this Trust. Any Trust Protector may be replaced by the Grantor at any time, with or without cause, and the Grantor may appoint a successor Trust Protector to serve in the place and stead of any Trust Protector so removed.

D. If at any time the office of Trust Protector is vacant and there is no effectively named successor, a majority of the income beneficiaries of the trust may appoint a successor Trust Protector.

E. A Trust Protector may not appoint him/her/itself as a Trustee.

F. The Trust Protector's authority is conferred in a nonfiduciary capacity and the Trust Protector shall not be liable for any action taken in good faith. The Trust Protector is permitted and authorized to exercise "best judgment" in the course of service in the capacity as Trust Protector.

G. The Trust Protector will not be liable for any act or omission to act unless it is

conclusively established that the act or omission to act was motivated by an actual intent to harm the Trust or in an act of self-dealing for personal pecuniary benefit. The Trust will pay or reimburse the costs of defending, settlement or judgment of any claim made against the Trust Protector unless it is conclusively established that the Trust Protector's conduct was motivated by an actual intent to harm a beneficiary of the Trust.

H. The Trust Protector may, with respect to any trust as to which the Trust Protector is acting, amend:

1. The Trust's administrative and investment powers as may be set forth herein;
2. Provisions to reflect tax or other legal changes that affect trust administration;
3. Provisions to correct ambiguities that might otherwise require court construction or interpretation; or
4. The withdrawal rights, if any, granted under this instrument.

I. All amendments to this Trust made by my Trust Protector shall be conclusive on all persons interested in this Trust and the Trust Protector shall not be liable for the consequences of any such amendment or for not having amended the same. All such amendments shall be in writing signed by the Trust Protector and a copy of any such amendment shall be delivered to all beneficiaries hereunder.

J. Notwithstanding any provisions herein to the contrary, the Trust Protector shall not participate in the exercise of a power or a discretion conferred under this instrument that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the IRC.

K. The Trust Protector is not required and shall have no duty to monitor the Trust herein created and is not required to exercise any power or discretion granted herein.

L. The Trust Protector is entitled to reasonable compensation for services rendered to the Trust.

ARTICLE IX


Except as specifically set forth herein, the Grantor hereby expressly waives any and all right which he may have, by operation of law or otherwise, to alter, amend, revoke or otherwise change the terms of this Trust or any of the provisions hereof.

ARTICLE X

A. A written instrument signed by any Trustee as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any purchaser, lender, corporation, association, or officer or transfer agent thereof. and any other person dealing in good faith with the Trustee in reliance upon such statement.

B. Wheresoever the context herein requires, the masculine shall include the feminine and the singular shall include the plural and vice versa.

WITNESS, the hand and seal of the undersigned, this 23rd day of April, 2009.


Witness - David K. Reppucci


ARTHUR J. FLANDERS - Grantor

The Trusts created by the foregoing instrument are accepted as of the above date.

Witness - David K. Reppucci

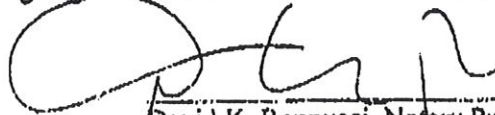
ARTHUR H. FLANDERS - Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 23rd, 2009

On this 23rd day of April, 2009, before me, the undersigned notary public, appeared ARTHUR J. FLANDERS, as Grantor, as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, the foregoing instrument to be his free act and deed before me.



David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 23rd, 2009

On this 23rd day of April, 2009, before me, the undersigned notary public, appeared personally appeared ARTHUR H. FLANDERS, as Trustee as aforesaid, proved to me through satisfactory evidence of identification, which was a valid Drivers Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, the foregoing instrument to be his free act and deed before me.

David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

ARTHUR J. FLANDERS IRREVOCABLE TRUST

SCHEDULE A

\$10.00

Exhibit L

GEORGE N. VERGADOS IRREVOCABLE TRUST

I, GEORGE N. VERGADOS (hereinafter, in my capacity as creator of this Trust, referred to as "Grantor") of Lowell, Middlesex County, Massachusetts, hereby transfer to JAMES VERGADOS of Lowell, Middlesex County, Massachusetts and NICHOLAS VERGADOS of Lowell, Middlesex County, Massachusetts, (hereinafter, in their capacity as Trustees hereunder, together with any successor(s) in Trust, collectively referred to as "Trustees") as Trustees, the property identified on a schedule designated, "Schedule A", attached hereto. The Trust Property so identified, and any property added to the Trust in accordance with the provisions of this instrument, and all investments and reinvestment thereof (the "Trust Principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated as the "GEORGE N. VERGADOS IRREVOCABLE TRUST, dated May 10, 2007".

ARTICLE II

Commencing as of the date of this instrument, during the life of the Grantor, the Trustees shall administer the Trust Principal and any net income thereof as follows:

A. The Trustee shall distribute to the Grantor or apply for his benefit such amounts of net income only, as the Trustees believe desirable from time to time for the Grantor's health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees.

B. The term "net income" as used herein shall mean the income remaining after the payment of all costs and expenses normally chargeable to income, and after the payment or setting aside of such reserves from income as the Trustees deem proper for expenses, taxes and depreciation.

C. Notwithstanding anything herein contained to the contrary, the Grantor hereby retains in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity, the power to reacquire the trust corpus and Trust Principal by substituting other property of an equivalent value, as per IRC Section 675(4)(C). This power is applicable to the entire income and principal of this Trust.

ARTICLE III

A. Prior to the date of the death of the Grantor, upon obtaining the written consent of all adult beneficiaries, the Trustees have discretion to distribute principal, in equal or unequal amounts as determined by the Trustees, to one or more of the following named persons:

JAMES VERGADOS of Lowell, Massachusetts
NICHOLAS VERGADOS of Lowell, Massachusetts
PETER VERGADOS of Lowell, Massachusetts

or to the issue of any of the above-named persons who are not living, said named persons and his/her issue, if that named person is deceased, hereinafter being referred to as a Beneficiary or Beneficiaries.

Any such distribution of principal, unequal or otherwise, to a Beneficiary shall not be an advancement of that persons distributive share upon the death of the Grantor.

B. As of the date of the death of the Grantor, if GIANNOULA VERGADOS, the spouse of the Grantor is then living, the Trustees shall distribute to GIANNOULA VERGADOS or apply for her benefit such amounts of net income only, as the Trustees believe desirable from time to time for her health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees.

C. As of the date of the death of the Grantor, if GIANNOULA VERGADOS, the spouse of the Grantor is not then living, or upon the death of GIANNOULA VERGADOS, the Trustees shall distribute all remaining Trust Principal, together with all accrued or undistributed net income of the Trust, in equal shares to the following named persons:

JAMES VERGADOS of Lowell, Massachusetts
NICHOLAS VERGADOS of Lowell, Massachusetts
PETER VERGADOS of Lowell, Massachusetts

or to the issue of any of the above-named persons, for those named persons not then living as of the date of the death of the Grantor.

D. Despite the preceding provisions of this instrument, the Trustees may elect to withhold any property otherwise distributable under paragraphs A or C of this ARTICLE to a Beneficiary who has not reached the age of twenty-five years and may retain the property for that Beneficiary in a separate trust named for the Beneficiary, to be distributed to the Beneficiary when he or she reaches the age of twenty-five years, or before then if the Trustees so elect. The Trustees shall apply as much of the net income and principal of the trust so retained as the Trustees believe desirable for the health, support in reasonable comfort, education, best interests, and welfare of the Beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees. If the Beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the Beneficiary's estate.

E. During the lifetime of the Grantor, the Grantor, by written instrument duly witnessed and notarized and/or by the terms of his Last Will and Testament, reserves

the power and right to at any time to time, modify, amend and/or change the percentage allocations or shares to which any beneficiary hereunder may be entitled.

ARTICLE IV

The provisions of this Article shall apply to all Trust assets held under this instrument:

A. If at any time a Beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustees is incapable of properly managing his financial affairs, then the Trustees may make those distributions directly to the Beneficiary, to a lawful guardian of the Beneficiary, or to a custodian selected by the Trustees for the Beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the Beneficiary in such manner as the Trustees consider advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

B. Among the circumstances and factors to be considered by the Trustees in determining whether to make discretionary distributions of net income or principal to a Beneficiary are the other income and assets known to the Trustees to be available to that Beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

C. Except as otherwise provided by law, no interest of the Grantor or of any Beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustees, or to involuntary transfer in any event.

D. If at any time after the death of the Grantor, the Trustees shall determine that the Trust is of a size that is no longer economical to administer, the Trustees, without further responsibility, may (but need not) distribute all Trust assets together with all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

E. Notwithstanding any other provision of this instrument, at the end of twenty-one (21) years after the death of the Grantor and all descendants of the Grantor who are living at the time of the Grantor's death, the Trustees shall distribute all principal and all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

F. For purposes of determining who is a descendant of the Grantor or of any other Beneficiary or person:

1. Legal adoption before the person adopted reached the age of twenty-one (21) years shall be the equivalent in all respects to blood relationship; and

2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants (i) of the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, or if his paternity is adjudicated, of the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

ARTICLE V

The Trustees shall have the following powers with respect to all Trust assets held under this instrument, which shall be exercisable in the discretion of the Trustees:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustees, including partnership interests (whether general, special, or limited), even though the Trustees could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;

4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by a Trustee;

5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the Beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

6. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other

securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

7. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustees, or one of them, in the name of a nominee, or in unregistered form;

8. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

9. To deal with the fiduciary or fiduciaries of any other trust or estate, even though a Trustee, or the Trustees, may also be the fiduciary or one of the fiduciaries of the other trust or estate;

10. To compromise or abandon any claim in favor of or against the Trust;

11. To lend money to, and to purchase property from, the personal representative of the Grantor's estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

12. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each trust an undivided interest in the commingled property;

13. To receive any property, real or personal, to be added to the Trust, from the Grantor in any event (and, if the Trustees consent in writing, from any other person) by lifetime or testamentary transfer or otherwise;

14. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability; and

15. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

A. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all Trust Principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

B. To the extent that such requirements can legally be waived, no Trustee hereunder shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to

any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

C. The Trustees' exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustees that the Trustees are acting in compliance with this instrument shall fully protect all persons dealing with the Trustee, or either of them.

D. Notwithstanding the terms of this instrument, no power or authority given to the Trustees hereunder shall be deemed or construed to permit the Grantor to borrow from the Trustees or the Trust, or the Trustees or the Trust to loan to the Grantor, all or any portion of the income and/or principal of the Trust, and, in fact, any such action by the Trustees is expressly prohibited.

E. For so long as there are two (2) Trustees serving at any time hereunder, all decisions and actions taken by them shall be made with the joint and unanimous consent of both Trustees.

F. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE VI

A. Any Trustee may resign at any time by giving prior written notice to the Grantor, or, if the Grantor is not then living, to the Beneficiary or Beneficiaries to whom the current trust income may or must then be distributed.

B. Upon the death or resignation of JAMES VERGADOS or NICHOLAS VERGADOS as Trustee hereunder, or if for any reason either shall fail or cease to act as said Trustee, then PETER VERGADOS of said Lowell shall serve as successor Trustee. If at any time any original Trustee *and* the herein named successor Trustee there shall die or resign or shall fail or cease to act as said Trustees, there shall be no need for the appointment of a successor Trustee in their place and stead, and the remaining Trustee, whether original or successor, may serve alone without the necessity of the appointment of any additional Trustee. All successor Trustee(s) named or appointed pursuant to the terms of this instrument shall have all of the title, powers, and discretion of the original Trustees.

C. As often as a Trustee shall deem such action to be advantageous to the Trust or to any Beneficiary, a Trustee may, by written instrument, resign and nominate a substitute Trustee with respect to all or any part of the Trust Principal, including property as to which the Trustee cannot act, which substitute Trustee may be any person, or any bank or trust company, within or outside the Commonwealth of Massachusetts. Any such substitute Trustee shall have all of the title, powers, and discretion of the original Trustees.

D. In the event that both of said original Trustees, JAMES VERGADOS and NICHOLAS VERGADOS cease to act as Trustees hereunder for any reason, and if any successor Trustee nominated as hereinafter provided ceases to act as Trustee hereunder for any reason, a successor Trustee(s) may be nominated by the Grantor, or, after the death of the Grantor or if the Grantor is deemed mentally incompetent to do so, by a majority in number of the Beneficiaries who to whom the current trust income or principal may or must then be distributed. If any person so designated to act is then under legal disability, the instrument of nomination may be signed by the lawful guardian of such person on his behalf.

E. For purposes of the foregoing, the decision as to whether at any time or from time to time the Grantor is disabled because advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a majority of the adult Beneficiaries of this Trust with the concurring opinion of two physicians who examined or treated the Grantor within the previous three (3) months.

F. Notwithstanding anything set forth herein to the contrary, the Grantor reserves and shall have the right, not more frequently than once per twelve (12) month period, to terminate and replace any Trustee herein nominated, named, appointed or serving, or to name a substitute Trustee for any deceased Trustee or to replace a Trustee who has resigned, upon written notice to that Trustee to that effect which shall be effective upon the written acceptance of a successor, independent Trustee named, nominated and/or so appointed by the Grantor. The Grantor may not appoint himself as a Trustee.

G. Any incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustees, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

H. Except during the lifetime of the Grantor, the Trustees shall render an accounting at least annually to each Beneficiary for all years where any Beneficiary has received a distribution of income or principal during the accounting period. If no objections to the accounting are raised by the Beneficiaries entitled to receive that accounting within sixty (60) days after its receipt, then the accounting shall be deemed approved.

ARTICLE VII

With respect to any life insurance policies or employee benefit plans not owned by the trust but made payable to the Trustees, the Grantor directs that:

A. The Trustees shall have no responsibility for payment of premiums or assessments on the policies, or responsibility to see that premiums or assessments are paid by others, and the companies issuing them shall have no responsibility to see to the fulfillment of any trust hereunder or to the application of any proceeds;

B. The Trustees' receipt and release shall release and discharge any obligor for any payment made and shall bind every trust Beneficiary hereunder; and

C. The Trustees shall have no duty to bring suit for payment of any of the policies or plan benefits, unless the Trustees hold funds out of which the Trustees may be indemnified against all expenses of suit, including legal fees.

ARTICLE VIII

A. I hereby designate Attorney David K. Reppucci of Lowell, Massachusetts as the Trust Protector of any and all trusts created under the terms of this instrument. The function of the Trust Protector is to assist, if needed, in protecting the interests of beneficiaries and in achieving the objectives of this instrument. To carry out that function, the Trust Protector is hereby empowered to amend this Trust so as to correct any errors or ambiguities found in this instrument and to respond to changes in the law that may affect any trusts herein created.

B. Any Trust Protector serving shall be a person who is not an adverse party within the meaning of Section 672(a) of the IRC and during the Grantor's lifetime shall not be related or subordinate to the Grantor within the meaning of Section 672(c).

C. Any Trust Protector (including successors) shall have the right to appoint a successor Trust Protector in writing and such appointment shall take effect upon the death, resignation or incapacity of the appointing Trust Protector. Any Trust Protector may resign by written notice to the Grantor or if the Grantor is deceased, by written notice to all adult beneficiaries of this Trust. Any Trust Protector may be replaced by the Grantor at any time, with or without cause, and the Grantor may appoint a successor Trust Protector to serve in the place and stead of any Trust Protector so removed.

D. If at any time the office of Trust Protector is vacant and there is no effectively named successor, a majority of the income beneficiaries of the trust may appoint a successor Trust Protector.

E. A Trust Protector may not appoint him/her/itself as a Trustee.

F.. The Trust Protector's authority is conferred in a nonfiduciary capacity and the Trust Protector shall not be liable for any action taken in good faith. The Trust Protector is permitted and authorized to exercise "best judgment" in the course of service in the capacity as Trust Protector.

G. The Trust Protector will not be liable for any act or omission to act unless it is conclusively established that the act or omission to act was motivated by an actual intent to harm the Trust or in an act of self-dealing for personal pecuniary benefit. The Trust will pay or reimburse the costs of defending, settlement or judgment of any claim made against the Trust Protector unless it is conclusively established that the Trust Protector's conduct was motivated by an actual intent to harm a beneficiary of the Trust.

H. The Trust Protector may, with respect to any trust as to which the Trust Protector is acting, amend:

1. The Trust's administrative and investment powers as may be set forth herein;
2. Provisions to reflect tax or other legal changes that affect trust administration;
3. Provisions to correct ambiguities that might otherwise require court construction or interpretation; or
4. The withdrawal rights, if any, granted under this instrument.

I. All amendments to this Trust made by my Trust Protector shall be conclusive on all persons interested in this Trust and the Trust Protector shall not be liable for the consequences of any such amendment or for not having amended the same. All such amendments shall be in writing signed by the Trust Protector and a copy of any such amendment shall be delivered to all beneficiaries hereunder.

J. Notwithstanding any provisions herein to the contrary, the Trust Protector shall not participate in the exercise of a power or a discretion conferred under this instrument that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the IRC.

K. The Trust Protector is not required and shall have no duty to monitor the Trust herein created and is not required to exercise any power or discretion granted herein.

L. The Trust Protector is entitled to reasonable compensation for services rendered to the Trust.

ARTICLE IX

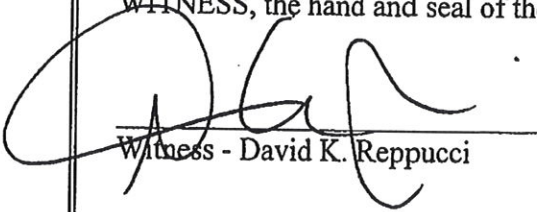
Except as specifically set forth herein, the Grantor hereby expressly waives any and all right which he may have, by operation of law or otherwise, to alter, amend, revoke or otherwise change the terms of this Trust or any of the provisions hereof.

ARTICLE X

A. A written instrument signed by any Trustee as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any purchaser, lender, corporation, association, or officer or transfer agent thereof, and any other person dealing in good faith with the Trustee in reliance upon such statement.

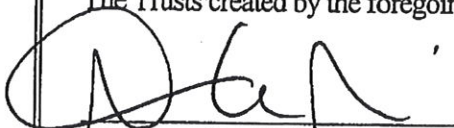
B. Wheresoever the context herein requires, the masculine shall include the feminine and the singular shall include the plural and vice versa.


WITNESS, the hand and seal of the undersigned, this 10th day of May, 2007.



Witness - David K. Reppucci


GEORGE N. VERGADOS- Grantor

The Trusts created by the foregoing instrument are accepted as of the above date.


Witness - David K. Reppucci


JAMES VERGADOS - Trustee


Witness - David K. Reppucci

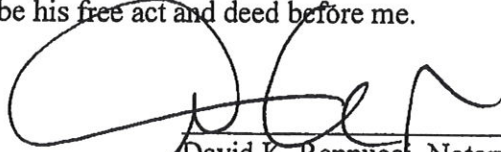

NICHOLAS VERGADOS - Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 10, 2007

On this 10th day of May, 2007, before me, the undersigned notary public, appeared GEORGE N. VERGADOS, as Grantor, as aforesaid, proved to me through satisfactory evidence of identification, personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, the foregoing instrument to be his free act and deed before me.



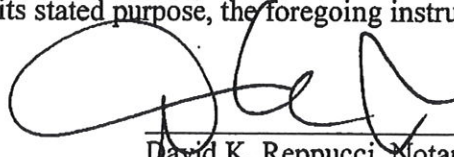
David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 10, 2007

On this 10th day of May, 2007, before me, the undersigned notary public, appeared personally appeared JAMES VERGADOS and NICHOLAS VERGADOS, as Trustees as aforesaid, proved to me through satisfactory evidence of identification, which were valid Drivers Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that each signed it voluntarily for its stated purpose, the foregoing instrument to be their free act and deed before me.



David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

GEORGE N. VERGADOS IRREVOCABLE TRUST

SCHEDULE A

\$10.00

6091:052/George N. Vergados Trust

Exhibit M

GIANNOULA VERGADOS IRREVOCABLE TRUST

I, GIANNOULA VERGADOS (hereinafter, in my capacity as creator of this Trust, referred to as "Grantor") of Lowell, Middlesex County, Massachusetts, hereby transfer to JAMES VERGADOS of Lowell, Middlesex County, Massachusetts and NICHOLAS VERGADOS of Lowell, Middlesex County, Massachusetts, (hereinafter, in their capacity as Trustees hereunder, together with any successor(s) in Trust, collectively referred to as "Trustees") as Trustees, the property identified on a schedule designated, "Schedule A", attached hereto. The Trust Property so identified, and any property added to the Trust in accordance with the provisions of this instrument, and all investments and reinvestment thereof (the "Trust Principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated as the "GIANNOULA VERGADOS IRREVOCABLE TRUST, dated May 10, 2007".

ARTICLE II

Commencing as of the date of this instrument, during the life of the Grantor, the Trustees shall administer the Trust Principal and any net income thereof as follows:

A. The Trustee shall distribute to the Grantor or apply for her benefit such amounts of net income only, as the Trustees believe desirable from time to time for the Grantor's health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees.

B. The term "net income" as used herein shall mean the income remaining after the payment of all costs and expenses normally chargeable to income, and after the payment or setting aside of such reserves from income as the Trustees deem proper for expenses, taxes and depreciation.

C. Notwithstanding anything herein contained to the contrary, the Grantor hereby retains in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity, the power to reacquire the trust corpus and Trust Principal by substituting other property of an equivalent value, as per IRC Section 675(4)(C). This power is applicable to the entire income and principal of this Trust.

ARTICLE III

A. Prior to the date of the death of the Grantor, upon obtaining the written consent of all adult beneficiaries, the Trustees have discretion to distribute principal, in equal or unequal

amounts as determined by the Trustees, to one or more of the following named persons:

JAMES VERGADOS of Lowell, Massachusetts
NICHOLAS VERGADOS of Lowell, Massachusetts
PETER VERGADOS of Lowell, Massachusetts

or to the issue of any of the above-named persons who are not living, said named persons and his/her issue, if that named person is deceased, hereinafter being referred to as a Beneficiary or Beneficiaries.

Any such distribution of principal, unequal or otherwise, to a Beneficiary shall not be an advancement of that persons distributive share upon the death of the Grantor.

B. As of the date of the death of the Grantor, if GEORGE N. VERGADOS, the spouse of the Grantor is then living, the Trustees shall distribute to GEORGE N. VERGADOS or apply for his benefit such amounts of net income only, as the Trustees believe desirable from time to time for his health, support in reasonable comfort, best interests, and welfare, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees.

C. As of the date of the death of the Grantor, if GEORGE N. VERGADOS, the spouse of the Grantor is not then living, or upon the death of GEORGE N. VERGADOS, the Trustees shall distribute all remaining Trust Principal, together with all accrued or undistributed net income of the Trust, in equal shares to the following named persons:

JAMES VERGADOS of Lowell, Massachusetts
NICHOLAS VERGADOS of Lowell, Massachusetts
PETER VERGADOS of Lowell, Massachusetts

or to the issue of any of the above-named persons, for those named persons not then living as of the date of the death of the Grantor.

D. Despite the preceding provisions of this instrument, the Trustees may elect to withhold any property otherwise distributable under paragraphs A or C of this ARTICLE to a Beneficiary who has not reached the age of twenty-five years and may retain the property for that Beneficiary in a separate trust named for the Beneficiary, to be distributed to the Beneficiary when he or she reaches the age of twenty-five years, or before then if the Trustees so elect. The Trustees shall apply as much of the net income and principal of the trust so retained as the Trustees believe desirable for the health, support in reasonable comfort, education, best interests, and welfare of the Beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the Trustees. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the Trustees. If the Beneficiary for whom the trust is named dies before complete distribution of the trust, the remaining net income and principal of the trust shall be distributed to the Beneficiary's estate.

E. During the lifetime of the Grantor, the Grantor, by written instrument duly

witnessed and notarized and/or by the terms of her Last Will and Testament, reserves the power and right to at any time to time, modify, amend and/or change the percentage allocations or shares to which any beneficiary hereunder may be entitled.

ARTICLE IV

The provisions of this Article shall apply to all Trust assets held under this instrument:

A. If at any time a Beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the Trustees is incapable of properly managing her financial affairs, then the Trustees may make those distributions directly to the Beneficiary, to a lawful guardian of the Beneficiary, or to a custodian selected by the Trustees for the Beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the Beneficiary in such manner as the Trustees consider advisable. As used throughout this instrument, the term "lawful guardian" shall mean successively in the order named (i) the court-appointed guardian of the estate, (ii) either parent, or (iii) the individual having personal custody (whether or not a court-appointed guardian) where no guardian of the estate has been appointed.

B. Among the circumstances and factors to be considered by the Trustees in determining whether to make discretionary distributions of net income or principal to a Beneficiary are the other income and assets known to the Trustees to be available to that Beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

C. Except as otherwise provided by law, no interest of the Grantor or of any Beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the Trustees, or to involuntary transfer in any event.

D. If at any time after the death of the Grantor, the Trustees shall determine that the Trust is of a size that is no longer economical to administer, the Trustees, without further responsibility, may (but need not) distribute all Trust assets together with all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

E. Notwithstanding any other provision of this instrument, at the end of twenty-one (21) years after the death of the Grantor and all descendants of the Grantor who are living at the time of the Grantor's death, the Trustees shall distribute all principal and all accrued or undistributed net income of the Trust in equal shares to the Beneficiaries herein named.

F. For purposes of determining who is a descendant of the Grantor or of any other Beneficiary or person:

1. Legal adoption before the person adopted reached the age of twenty-one

(21) years shall be the equivalent in all respects to blood relationship; and

2. A person born out of wedlock and those claiming through that person shall be deemed to be descendants (i) of the natural mother and her ancestors, and (ii) if the natural father acknowledges paternity, or if his paternity is adjudicated, of the natural father and his ancestors, in each case unless a decree of adoption terminates such natural parent's parental rights.

ARTICLE V

A. The Trustees shall have the following powers with respect to all Trust assets held under this instrument, which shall be exercisable in the discretion of the Trustees:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustees, including partnership interests (whether general, special, or limited), even though the Trustees could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;

4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by a Trustee;

5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the Beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

6. To exercise in person or by general or limited proxy all voting and other rights,

powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

7. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustees, or one of them, in the name of a nominee, or in unregistered form;

8. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositories, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

9. To deal with the fiduciary or fiduciaries of any other trust or estate, even though a Trustee, or the Trustees, may also be the fiduciary or one of the fiduciaries of the other trust or estate;

10. To compromise or abandon any claim in favor of or against the Trust;

11. To lend money to, and to purchase property from, the personal representative of the Grantor's estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

12. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder, allocating to each trust an undivided interest in the commingled property;

13. To receive any property, real or personal, to be added to the Trust, from the Grantor in any event (and, if the Trustees consent in writing, from any other person) by lifetime or testamentary transfer or otherwise;

14. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability; and

15. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

A. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all Trust Principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

B. To the extent that such requirements can legally be waived, no Trustee hereunder

shall ever be required to give bond or security as Trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court respecting the exercise of any power or discretion granted in this instrument.

C. The Trustees' exercise or non-exercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any Trustee hereunder shall be required or privileged to see to its application. The certificate of the Trustees that the Trustees are acting in compliance with this instrument shall fully protect all persons dealing with the Trustee, or either of them.

D. Notwithstanding the terms of this instrument, no power or authority given to the Trustees hereunder shall be deemed or construed to permit the Grantor to borrow from the Trustees or the Trust, or the Trustees or the Trust to loan to the Grantor, all or any portion of the income and/or principal of the Trust, and, in fact, any such action by the Trustees is expressly prohibited.

E. For so long as there are two (2) Trustees serving at any time hereunder, all decisions and actions taken by them shall be made with the joint and unanimous consent of both Trustees.

F. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE VI

A. Any Trustee may resign at any time by giving prior written notice to the Grantor, or, if the Grantor is not then living, to the Beneficiary or Beneficiaries to whom the current trust income may or must then be distributed.

B. Upon the death or resignation of JAMES VERGADOS or NICHOLAS VERGADOS as Trustee hereunder, or if for any reason either shall fail or cease to act as said Trustee, then PETER VERGADOS of said Lowell shall serve as successor Trustee. If at any time any original Trustee *and* the herein named successor Trustee there shall die or resign or shall fail or cease to act as said Trustees, there shall be no need for the appointment of a successor Trustee in their place and stead, and the remaining Trustee, whether original or successor, may serve alone without the necessity of the appointment of any additional Trustee. All successor Trustee(s) named or appointed pursuant to the terms of this instrument shall have all of the title, powers, and discretion of the original Trustees.

C. As often as a Trustee shall deem such action to be advantageous to the Trust or to any Beneficiary, a Trustee may, by written instrument, resign and nominate a substitute Trustee with respect to all or any part of the Trust Principal, including property as to which the Trustee cannot act, which substitute Trustee may be any person, or any bank or trust company, within or outside the Commonwealth of Massachusetts. Any such substitute Trustee shall have all of the title, powers, and discretion of the original Trustees.

D. In the event that both of said original Trustees, JAMES VERGADOS and NICHOLAS VERGADOS cease to act as Trustees hereunder for any reason, and if any successor Trustee nominated as hereinafter provided ceases to act as Trustee hereunder for any reason, a successor Trustee(s) may be nominated by the Grantor, or, after the death of the Grantor or if the Grantor is deemed mentally incompetent to do so, by a majority in number of the Beneficiaries who to whom the current trust income or principal may or must then be distributed. If any person so designated to act is then under legal disability, the instrument of nomination may be signed by the lawful guardian of such person on her behalf.

E. For purposes of the foregoing, the decision as to whether at any time or from time to time the Grantor is disabled because advanced age, illness or other cause has impaired the Grantor's ability to transact ordinary business shall be made by a majority of the adult Beneficiaries of this Trust with the concurring opinion of two physicians who examined or treated the Grantor within the previous three (3) months.

F. Notwithstanding anything set forth herein to the contrary, the Grantor reserves and shall have the right, not more frequently than once per twelve (12) month period, to terminate and replace any Trustee herein nominated, named, appointed or serving, or to name a substitute Trustee for any deceased Trustee or to replace a Trustee who has resigned, upon written notice to that Trustee to that effect which shall be effective upon the written acceptance of a successor, independent Trustee named, nominated and/or so appointed by the Grantor. The Grantor may not appoint herself as a Trustee.

G. Any incumbent Trustee shall have all of the title, powers, and discretion granted to the original Trustees, without court order or act of transfer. No successor Trustee shall be personally liable for any act or failure to act of a predecessor Trustee.

H. Except during the lifetime of the Grantor, the Trustees shall render an accounting at least annually to each Beneficiary for all years where any Beneficiary has received a distribution of income or principal during the accounting period. If no objections to the accounting are raised by the Beneficiaries entitled to receive that accounting within sixty (60) days after its receipt, then the accounting shall be deemed approved.

ARTICLE VII

With respect to any life insurance policies or employee benefit plans not owned by the trust but made payable to the Trustees, the Grantor directs that:

A. The Trustees shall have no responsibility for payment of premiums or assessments on the policies, or responsibility to see that premiums or assessments are paid by others, and the companies issuing them shall have no responsibility to see to the fulfillment of any trust hereunder or to the application of any proceeds;

B. The Trustees' receipt and release shall release and discharge any obligor for any payment made and shall bind every trust Beneficiary hereunder; and

C. The Trustees shall have no duty to bring suit for payment of any of the policies or plan benefits, unless the Trustees hold funds out of which the Trustees may be indemnified against all expenses of suit, including legal fees.

ARTICLE VIII

A. I hereby designate Attorney David K. Reppucci of Lowell, Massachusetts as the Trust Protector of any and all trusts created under the terms of this instrument. The function of the Trust Protector is to assist, if needed, in protecting the interests of beneficiaries and in achieving the objectives of this instrument. To carry out that function, the Trust Protector is hereby empowered to amend this Trust so as to correct any errors or ambiguities found in this instrument and to respond to changes in the law that may affect any trusts herein created.

B. Any Trust Protector serving shall be a person who is not an adverse party within the meaning of Section 672(a) of the IRC and during the Grantor's lifetime shall not be related or subordinate to the Grantor within the meaning of Section 672(c).

C. Any Trust Protector (including successors) shall have the right to appoint a successor Trust Protector in writing and such appointment shall take effect upon the death, resignation or incapacity of the appointing Trust Protector. Any Trust Protector may resign by written notice to the Grantor or if the Grantor is deceased, by written notice to all adult beneficiaries of this Trust. Any Trust Protector may be replaced by the Grantor at any time, with or without cause, and the Grantor may appoint a successor Trust Protector to serve in the place and stead of any Trust Protector so removed.

D. If at any time the office of Trust Protector is vacant and there is no effectively named successor, a majority of the income beneficiaries of the trust may appoint a successor Trust Protector.

E. A Trust Protector may not appoint him/her/itself as a Trustee.

F. The Trust Protector's authority is conferred in a nonfiduciary capacity and the Trust Protector shall not be liable for any action taken in good faith. The Trust Protector is permitted and authorized to exercise "best judgment" in the course of service in the capacity as Trust Protector.

G. The Trust Protector will not be liable for any act or omission to act unless it is conclusively established that the act or omission to act was motivated by an actual intent to harm the Trust or in an act of self-dealing for personal pecuniary benefit. The Trust will pay or reimburse the costs of defending, settlement or judgment of any claim made against the Trust Protector unless it is conclusively established that the Trust Protector's conduct was motivated by an actual intent to harm a beneficiary of the Trust.

H. The Trust Protector may, with respect to any trust as to which the Trust Protector is acting, amend:

1. The Trust's administrative and investment powers as may be set forth herein;
2. Provisions to reflect tax or other legal changes that affect trust administration;
3. Provisions to correct ambiguities that might otherwise require court construction or interpretation; or
4. The withdrawal rights, if any, granted under this instrument.

I. All amendments to this Trust made by my Trust Protector shall be conclusive on all persons interested in this Trust and the Trust Protector shall not be liable for the consequences of any such amendment or for not having amended the same. All such amendments shall be in writing signed by the Trust Protector and a copy of any such amendment shall be delivered to all beneficiaries hereunder.

J. Notwithstanding any provisions herein to the contrary, the Trust Protector shall not participate in the exercise of a power or a discretion conferred under this instrument that would cause the Trust Protector to possess a general power of appointment within the meaning of Sections 2041 and 2514 of the IRC.

K. The Trust Protector is not required and shall have no duty to monitor the Trust herein created and is not required to exercise any power or discretion granted herein.

L. The Trust Protector is entitled to reasonable compensation for services rendered to the Trust.

ARTICLE IX


Except as specifically set forth herein, the Grantor hereby expressly waives any and all right which she may have, by operation of law or otherwise, to alter, amend, revoke or otherwise change the terms of this Trust or any of the provisions hereof.

ARTICLE X

A. A written instrument signed by any Trustee as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any purchaser, lender, corporation, association, or officer or transfer agent thereof, and any other person dealing in good faith with the Trustee in reliance upon such statement.

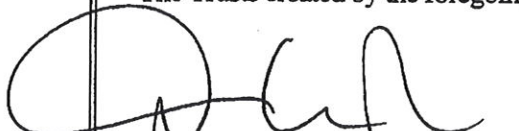
B. Wheresoever the context herein requires, the masculine shall include the feminine and the singular shall include the plural and vice versa.

WITNESS, the hand and seal of the undersigned, this 10th day of May, 2007.



Witness


GIANNOULA VERGADOS - Grantor

The Trusts created by the foregoing instrument are accepted as of the above date.


Witness


JAMES VERGADOS - Trustee


Witness

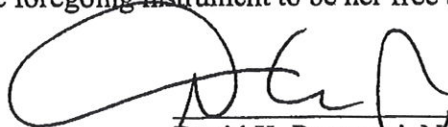

NICHOLAS VERGADOS - Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 10, 2007

On this 10th day of May, 2007, before me, the undersigned notary public, appeared GIANNOULA VERGADOS, as Grantor, as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers Licenses, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, the foregoing instrument to be her free act and deed before me.



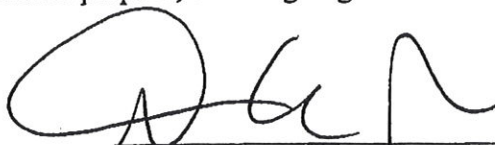
David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

May 10, 2007

On this 10th day of May, 2007, before me, the undersigned notary public, appeared personally appeared JAMES VERGADOS and NICHOLAS VERGADOS, as Trustees as aforesaid, proved to me through satisfactory evidence of identification, which were valid Drivers Licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that each signed it voluntarily for its stated purpose, the foregoing instrument to be their free act and deed before me.



David K. Reppucci, Notary Public
My Comm. Exp.: 03/30/2012
SEAL

GIANNOULA VERGADOS IRREVOCABLE TRUST

SCHEDULE A

\$10.00

6091:052/Vergados, Giannoula - Trust

Exhibit N

TRUST

Law Office of
Holly L. Lewis, PC

Declaration
of The Perzanowski Family Irrevocable Trust
Dated January 15, 2009

Whereas the Grantor, NANCY J. PERZANOWSKI of 115 Steiger Drive, Westfield, Massachusetts is about to transfer and deliver to the Trustees certain funds and/or properties;

Now therefore, the Grantor declares that the Trustee shall hold and administer the property which is now or hereafter may be transferred to them as such Trustee, or in any way acquired and held hereunder, in Trust for the purposes, and in the manner, and with and subject to the powers and provisions herein contained, as follows:

FIRST: TRUSTEES

A) Words or phrases as used herein importing the singular number may extend and be applied to several persons or things, words importing the plural number may include the singular, and words importing the masculine gender may include the feminine and neuter. The term "Trustees" as used herein and any pronoun referring thereto shall mean the person or persons who from time to time will be serving as Trustees hereunder, or any of them, as the context admits.

B) I hereby nominate and appoint my son, ALAN W. PERZANOWSKI of 109 White Street, Westfield, Massachusetts and my son, DAVID A. PERZANOWSKI of 25 Amos Lane, Vineyard Haven, Massachusetts, or the survivor, acting jointly and in concert, as Co-Trustees and shall act in the management of the Trust affairs.

C) This Trust is irrevocable and shall be known as "The Perzanowski Family Irrevocable Trust dated January 15, 2009" and may be referred to as such. The Grantor relinquishes all power to alter, amend or revoke any provisions of this Declaration of Trust, however she may change the Trustee. In no event can the Grantor serve as Trustee of this Trust.

SECOND: BENEFICIAL INTEREST DURING THE LIFE OF THE GRANTOR

The Trust property shall be disposed of in the following manner:

A) During the life of the Grantor, the Trustee shall periodically distribute as much of the net income only of the Trust property as they in their sole discretion deem necessary to or for the benefit of the Grantor. There shall be no distribution of principal to or for the benefit of the Grantor during her lifetime.

B) In the event that the Grantor becomes a resident or patient in a nursing home or similar long-term care facility, the Trustee shall then distribute so much of the net income only of the Trust property as he or she deems necessary to or for the benefit of the Grantor. There shall be no distribution of Trust principal to or for the benefit of the Grantor.

C) The Grantor shall have the right to reside in the property located at 115 Steiger Drive, Westfield, Massachusetts and utilize the the property located at 139 Rear Meadow Street, Westfield, Massachusetts for the rest of her life, PROVIDED, however, that she is mentally, physically and financially able to maintain the property and voluntarily chooses to do so.

D) The Trustee shall not sell or otherwise dispose of or encumber either of said residences without the written consent of the Grantor, or her personal representative.

E) In lieu of paying rent to the Trust, said Grantor shall be solely responsible for the payment of all mortgage loans, utilities, insurance, real estate taxes and normal maintenance and cosmetic repairs on the primary residence for as long as she shall occupy such property.

F) Capital improvements and major structural repairs in the nature of capital improvements shall be made in the sole discretion of the Trustee. The cost of such capital improvements shall be paid by the Trustee either from the gross income or the principal of the Trust.

G) In the event that the Trustee sells the above-referenced property and purchases a subsequent residential property, the Grantor shall have the right to reside in that property upon the same terms and conditions as set forth above.

H) The Grantor shall have the right to reacquire particular assets from the Trust by substituting assets of equal value.

I) The Grantor shall have a special power of appointment over trust principal. This power may be exercised only in favor of the Grantor's children and other issue, and the spouses of such children and other issue, in such amounts, proportions and manner, in trust or otherwise, as the holder of the power may designate. The holder of the special power of appointment may not exercise the same in favor of herself, her creditors, her estate or the creditors of her estate.

J) No person to whom any reversionary, future or expectant interest is given, nor any person entitled to any income, shall have the power to alienate or dispose of such interest or income by anticipation or to subject the same to his or her debts or liabilities and no such interest or income shall be liable for his or her debts or liabilities.

THIRD: BENEFICIAL INTEREST UPON THE DEATH OF GRANTOR

Upon the death of the Grantor, the Trustee shall administer and distribute the principal and undistributed net income of the Trust property according to the then current Schedule of Beneficial Interests executed and filed with the Trustee. Once such distribution has been completed this Trust shall terminate and appropriate notice recorded in any Registry of Deeds in which this Trust is recorded.

FOURTH: POWERS AND OBLIGATIONS OF TRUSTEES

The Trustee shall have, in addition to those powers conferred by law or otherwise, the following discretionary powers, privileges and exemptions incidental to their management and distribution of Trust income and assets as set forth in paragraph *SECOND* and *THIRD*, above:

A) To sell, convey, assign, mortgage, loan or otherwise dispose of or encumber all or any part of the Trust estate, to execute and deliver leases and sub-leases, to borrow money and to execute and deliver Notes or other evidence of such borrowing.

B) To administer, invest and reinvest the Trust fund in any state or jurisdiction and in any property (including investment companies, money market funds and common trust funds with notice to beneficiaries) whether or not of a kind or in a proportion ordinarily considered suitable for Trust investments and whether or not productive or marketable, and may permit all or any part of the Trust property to be held in the custody of a banking institution or brokerage house. The specific nature of the trust investments shall be determined, and any changes in the form or type of trust investments shall be made, only with the knowledge and consent of the Grantor.

C) To participate in any reorganization, recapitalization, merger or similar transaction; to give proxies or powers of attorney, with or without power of substitution, for voting upon any shares or certificates of interest belonging to the Trust.

D) To make any payment or distribution of principal, in the Trustee's sole and unfettered discretion, directly to any beneficiary, whether or not competent, or to apply the same for his benefit and, in the case of a minor, to deposit the same in a savings bank in his name or to invest the same in custodianship or Trust for his benefit. There shall be no distribution of Trust principal to or for the benefit of the Grantor.

E) To determine in accordance with reasonable accounting practice what shall belong and be chargeable to income and, in making that determination, or for any other purpose, the Trustee may employ an accountant or attorney-at-law and rely upon his or her opinion.

F) Subject to the terms and conditions of paragraph *SECOND* and *THIRD* above, it is the Grantor's intention to give the Trustee wide discretion in matters of management of the Trust property and the foregoing enumeration of powers is not intended to exclude any powers reasonably incidental to such management.

G) Notwithstanding any provisions herein to the contrary no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless he is first indemnified to his satisfaction. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of paragraphs *FIFTH* and *SIXTH*: hereof.

- H) Any and all actions taken by the Trustee, whether pursuant to the powers and authority granted above or otherwise, shall be in their sole discretion as determined unanimously by the Trustees in office at the time the action is taken.
- I) No Trustee shall be liable for the acts or omissions of a Trustee, Co-Trustee or any prior Trustee. Further, no Trustee shall be liable for any error of judgment nor for any loss arising out of any act or omission in the execution of the provisions of this Trust so long as he acts in good faith, but shall be responsible only for his own willful breach of Trust.
- J) No Trustee shall be required to give bond or furnish surety on any bond required by law.
- K) The Trustee shall not pay any of the debts of the estate of the Grantor from the assets of this Trust.

FIFTH: BINDING AUTHORITY AND VALIDITY OF TRUSTEES' ACTIONS

- A) Any deed, mortgage, lease, note, easement or other instrument, similar or dissimilar to the foregoing, executed and delivered by the Trustee on behalf of the Trust shall be binding.
- B) No purchaser, transferee, mortgagee, lender, lessee or any other person or entity dealing with the Trust shall be required to inquire into the authority of any Trustee to take any action or make any decision hereunder, or to inquire into the authorization of any Trustee to execute and deliver any instrument, and the signature of the Trustee shall be sufficiently binding upon this Trust.

SIXTH: RELIANCE ON RECORD AS TO TRUST STATUS

- A) No purchaser, transferee, mortgagee, lender, lessee or any other person or entity dealing with the Trustees as they then appear of record in the Registry of Deeds of any county in which this instrument is recorded shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder and such record shall be conclusive evidence of the identity of said Trustees at any time, and any record of the due execution and acknowledgment of this Trust duly recorded in the said Registry of Deeds and the absence of any record duly dissolving this Trust recorded therein or in such other Registry of Deeds in which this Trust was duly recorded shall be conclusive evidence of the existence of the Trust, and any purchaser, transferee, mortgagee, lender, lessee or any other person or entity dealing with the Trustees as they then appear of record may rely thereupon as conclusive evidence of the existence of the Trust.
- B) A written statement of any trustee at any time as to any facts relative to the Trust may always be relied upon and shall always be conclusive evidence in favor of any transfer agent and any other person or entity dealing in good faith with the Trustees in reliance upon such statement.

C) The receipt of the Trustee for monies or things paid or delivered to him shall be an effective receipt on behalf of the Trust with respect to any person or entity paying or delivering the same. No person or entity from whom the Trustees or any one of them shall receive any money, property or other credits shall be required to see to the application thereof.

SEVENTH: DISCLAIMER OR RELEASE OF TRUSTEES' POWERS

A Trustee may, at any time, disclaim or release any power in whole or in part by an instrument in writing, duly signed, acknowledged before a Notary Public, delivered to any Co-Trustee and if none, to any beneficiary, and recorded in the Registry of Deeds in the county where this trust is recorded. Such disclaimer or release may be for such period of time as such Trustee may specify without in any way affecting the continuance of the power in any other Trustee.

EIGHTH: DELEGATION OF TRUSTEES' POWERS

Any Trustee may, from time to time, delegate in writing the power to sign checks or withdrawal orders and the custody of the Trust fund to a Co-Trustee for such period or periods of time as he may determine, and similarly may delegate such other powers and discretions for periods not exceeding one (1) year at a time; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust shall not be delegated to such Trustee under this Article.

NINTH: RESIGNATION, DEATH OR REMOVAL OF TRUSTEE; APPOINTMENT OF SUCCESSOR

A) Any Trustee hereunder may resign by a written instrument signed and acknowledged by such Trustee and recorded with any Registry of Deeds in which this Trust may be recorded.

B) Any Trustee may be removed by a majority of the beneficiaries or their personal representatives, as their interests may appear at the time of the removal, by written instrument signed and acknowledged, delivered to the Trustee and recorded with such Registry of Deeds.

C) Upon the death, resignation, or removal of any Trustee, the named successor Trustees shall forthwith be appointed. A written certificate signed and acknowledged by any Trustee naming the Trustee or Trustees appointed or removed and, in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with said Registry of Deeds.

D) Upon the appointment of any succeeding Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Subject only to the terms and conditions set forth in Paragraph *FOURTH* herein, each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as the Original Trustee.

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E) In the event that neither the original nor any named successor Trustee continue to serve hereunder, any further successor Trustees shall be appointed by a majority of the beneficiaries, or their personal representatives, as their interests may appear at the time of the appointment, subject to the provisions of Paragraph *NINTH: (C)* above.

TENTH: ACCOUNTING

The Trustee may render accounts of the administration of the Trust annually, and shall render such accounts upon the written request of any beneficiary or the Grantor. The assent by all persons, or the personal representative of such persons who are not of full age or legal capacity, who for the period of any account were entitled to receive the income of the Trust and on the last day of the account would have been entitled to receive the principal of the Trust if it had then terminated shall make such account, in the absence of fraud or manifest error, binding and conclusive upon all persons then having or who may thereafter have any interest, vested or contingent, in the income or principal of the Trust estate. The failure of any person or their personal representative to object to any such account by a writing mailed to the Trustees within thirty (30) days of the receipt of a copy of the account shall be deemed to be an assent by such person.

ELEVENTH: IRREVOCABILITY

The Grantor expressly waives any and all rights which she may have, by operation of law or otherwise, to revoke, alter, amend or otherwise change this Declaration of Trust or any of the provisions hereof. The Grantor may, however, from time to time change the Schedule of Beneficial Interest referred to in Paragraph *THIRD*: herein.

TWELFTH: CONSTRUCTION; CONFLICT OF LAWS

This Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts and its validity and administration shall be governed by said laws except with respect to such assets as are required by law to be governed by the laws of some other jurisdiction.

Law Office of
Holly L. Lewis, PC
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IN WITNESS WHEREOF, the Grantor sets forth her hand and seal this 15th day of January 2009.



Witness



NANCY J. PERZANOWSKI

COMMONWEALTH OF MASSACHUSETTS


HAMPDEN, ss.

January 15, 2009

On this 15th day of January 2009, before me, the undersigned notary public, personally appeared **NANCY J. PERZANOWSKI**, proved to me through satisfactory evidence of identification which was her license to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.



HOLLY L. LEWIS, ESQ.
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011



Holly L. Lewis, Notary Public
My Commission Expires: 07/21/2011

**Schedule of Beneficial Interest
of
The Perzanowski Family Irrevocable Trust
Dated January 15, 2009**

Upon the death of the Grantor, pursuant to paragraph *THIRD* of the Declaration of Trust, the principal and undistributed income of the Trust shall be administered and distributed as follows:

- A) Pay equally to Grantor's sons **ALAN W. PERZANOWSKI** of Westfield, Massachusetts and **DAVID A. PERZANOWSKI** of Vineyard Haven, Massachusetts.
- B) Should **DAVID A. PERZANOWSKI** predecease me leaving lawful surviving issue, his share shall be given to such issue per stirpes. Should **DAVID A. PERZANOWSKI** predecease me without leaving lawful surviving issue, his share shall be given to **ALAN W. PERZANOWSKI**.
- C) Should **ALAN W. PERZANOWSKI** predecease then his share shall be given to his wife **SANDRA PERZANOWSKI** provided that they are legally married at the time of his death. If **SANDRA PERZANOWSKI** has predeceased or is no longer legally married to **ALAN W. PERZANOWSKI** then this bequest shall be distributed per paragraph B above.
- D) Such beneficial interests are to be defined and held with all the rights and responsibilities as set forth in the Declaration of Trust dated January 15, 2009.

Witness my hand and seal this 15th day of January 2009.



Witness



NANCY J. PERZANOWSKI

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

January 15, 2009

On this 15th day of January 2009, before me, the undersigned notary public, personally appeared **NANCY J. PERZANOWSKI**, proved to me through satisfactory evidence of identification which was her license to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.



HOLLY L. LEWIS, ESQ.
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 21, 2011



Holly L. Lewis, Notary Public
My Commission Expires: 07/21/2011