RIO

DECLARATION OF TRUST

Dated: May 23, 1983
Place of Recording: South Middlesex Registry of Deeds

1. The undersigned hereby DECLARE that they and their successors in trust will hold any and all property that may be transferred to them as Trustees hereunder for the sole benefit of the persons hereinafter called the beneficiaries whose names are set forth in a Schedule of Beneficial Interests signed by the Trustees in the proportions therein set forth. The trust established hereunder shall be known as the The Locke School Trust.

2. The Trustees shall hold the principal of this trust, but receive the income therefrom for the benefit of the beneficiaries, and shall pay over the principal and income pursuant to the directions of the beneficiaries and, in the absence of such direction shall pay the income to the beneficiaries, in proportion to their respective interests, at least yearly. Always subject to the direction of the beneficiaries (and as to such direction a certificate of the Trustees delivered pursuant to Paragraph 6 shall be conclusive), the Trustees shall have full power and authority to borrow money and execute and deliver notes or other evidence of such borrowing and to sell, convey, assign or mortgage or otherwise dispose of all or any part of the trust property; to lease or sublease all or any part thereof by one or more leases for a term or terms which may extend beyond the date of any possible termination of the trust; to grant or acquire rights or easements and enter into agreements or arrangements with respect to the trust property; to acquire property and leasehold interests in property; to construct, alter, add to or demolish any building, structure, or other item of property (real or personal) constituting a part of the trust property; and to do all other acts or other things which an owner of real property may do. Provided, that the Trustees shall not be required to take any action so directed by the beneficiaries which will in the opinion of the Trustees involve them in any personal liability unless first indemnified to the satisfaction of the Trustees and that the duties of the Trustees in case of termination of the trust, as provided below, shall not be subject to contrary direction by the beneficiaries.

3. The Trust may be terminated at any time by the beneficiaries, or any one or more of them, by notice in writing to the Trustees or by the Trustees by notice in writing to the beneficiaries; and the trust shall terminate in any event twenty years after the death of the last survivor of the Trustees hereinbelow named, of the beneficiaries and the children of the beneficiaries living on the date hereof. In case of any such termination, the Trustees shall transfer and convey the entire trust estate, free and discharged of trusts, but subject to any leases, mortgages, contracts, or other encumbrances on the trust estate, to the

beneficiaries as tenants in common in proportion to their respective interests.

4. Any Trustees hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded in said place of recording. Succeeding or additional trustees may be appointed or any Trustee removed by an instrument or instruments in writing signed by all of the beneficiaries and acknowledged by one or more of them, provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of an appointment the acceptance in writing by the Trustee or Trustees appointed, shall be so recorded. Upon the appointment of any succeeding or additional Trustee, the title to the trust estate shall thereupon and without the necessity of any conveyance be vested in said succeeding or additional trustee jointly with the existing Trustee or Trustees, if any. Any succeeding or additional trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the then Trustees hereunder and by all of the beneficiaries and acknowledged by one or more of them, provided in each case that the instrument or amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded.

5. No Trustee hereunder shall be liable for anything done or omitted to be done by him in good faith, but shall be responsible only for his own willful breach of trust, and not for the acts, receipts, neglects or defaults of any other Trustee, or of any person employed by him, nor of any bank, trust company, broker or other person with whom or into whose hands any monies or other thing of value may be deposited or come, nor for any defect in title of any property acquired. The Trustees hereunder shall be entitled to indemnity out of the assets of the Trust against any liability incurred in the execution of the terms and provisions hereof.

6. No license of court shall be requisite to the validity of any transaction entered into by the Trustees, and the Trustees shall have full power and authority to execute all deeds, notes, mortgages, leases, contracts and other instruments necessary or proper to carry such transactions into effect. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to the Trustees or to see that the terms and conditions of this trust have been complied with. Every instrument executed by a person who according to the records in said place of recording appears to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof this trust is in full force and effect and that the Trustees were duly directed by the beneficiaries to execute and deliver the same. Any person dealing

with the trust property or the Trustees may always rely on a certificate signed by the persons appearing from the aforesaid records in said place of recording to be the Trustees hereunder as to whether or not this Declaration of Trust has been terminated, as to who are the beneficiaries hereunder, or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Trustees or are in any other manner germane to the affairs of the trust.

7. Except to the extent provided in Section 5, no act or omission of the Trustees, and no instrument executed by the Trustees, or any of them, shall create or impose on the Trustees any personal liability.

8. The Trustees shall have the power to enter into an agreement with one or more agents whereunder such agents may establish one or more bank accounts for the purpose of collecting, disbursing and/or investing funds of the trust.

9. The term "Trustees" when used in this instrument shall include both the singular and the plural where the context so permits and shall mean the Trustees from time to time in office; pronouns in the masculine shall include the feminine and the neuter where the context so permits. All documents executed pursuant hereto shall require the signature of all the Trustees then in office.

WITNESS the execution hereof under seal in Suffolk County by the Trustees hereunder the day and year first above written.

Trustee as aforesaid — (Paul W. Nicholson

(Paul W. Nicholson

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. May 26, 1983

Then personally appeared the above-named Paul W. Nicholson and acknowledged the foregoing instrument to be his their free act and deed, before me.

Peter B. Farrow, Notary Public

My commission expires: 3/5/87

20,29-25
5/12/83-KMN