



DECLARATION OF TRUST ESTABLISHING  
THE APRAK REALTY TRUST

Dated this 7<sup>th</sup> day of January, 2000.

The undersigned, Richard P. Vohnoutka, of 793 Gifford Road, Westport, Bristol County, Massachusetts, hereby declares that any and all property and interest in property that may be acquired hereunder (the "Trust Estate") shall be held in Trust, for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustee" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

1. The Trust hereby established may be referred to as the APRAK REALTY TRUST. The term "beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustee. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has, in fact, been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustee. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he or she were not a Trustee.

2. The Trustee shall hold the principal of this trust and receive the income therefrom for the benefit of the beneficiaries, and shall pay the income to the beneficiaries in proportion to their respective interests at least annually. The Trustee may open, maintain, and, at will, close out any checking and savings accounts and safe deposit boxes in any bank, banks, trust companies, federal savings and loan associations, credit unions, and other banking, lending or other financial institutions, and the Trustee may deposit funds or other assets of the trust in such institutions and such safe deposit boxes, and may disburse such funds on checks signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do and may withdraw such funds and other assets on instruments of withdrawal signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do. Each such institution shall honor all checks and other instruments signed by such person or person authorized by the Trustee so to sign, and permit such person or persons to have access to such safe deposit boxes; and such institutions may rely fully on the Trustee's signed authorization so to do, so filed by the Trustee with such institution.

3. Except as expressly provided in Paragraphs 2 and 4 hereof, the Trustee shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall have full power and authority which he or she shall exercise, to buy, sell, convey, assign, mortgage, or otherwise

dispose of all or any part of the Trust Estate (including without limitation the full power and authority to delegate to any person or persons, acting singly or together with others and whether or not reserving as a Trustee hereunder full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or others for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable including those drawn to the individual order or a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instrument, made, drawn or endorsed in the name of the trust) and as mortgagor or as mortgagee to execute and deliver notes or other evidence of such borrowing, and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time including periods extending beyond the date of the possible termination of the trust. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him or her in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 6 hereof.

4. The Trust may be terminated at any time by one or more of the beneficiaries by notice in writing to the Trustee and the other beneficiaries, if any, but such termination shall only be

effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall be recorded with the Registry of Deeds, and the Trust shall terminate in any event twenty (20) years from the date hereof. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, 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 hereunder.

5. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds. Succeeding or additional Trustees may be appointed or any trustee removed by an instrument or instruments in writing signed by the beneficiaries, 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 any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with the Registry of Deeds. 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. Each succeeding 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 beneficiaries and acknowledged by one or more of such Trustees or

beneficiaries provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded with the Registry of Deeds.

6. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledge, mortgagee or other 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 any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by any person appearing from the records of the Registry of Deeds 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 or of the taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always conclusively rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to the identity of the Trustees or the beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence

or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the trust. A certificate executed by the Trustee or Trustees hereunder as to the direction and authority given by the beneficiaries to the Trustee shall be conclusive evidence of the facts therein recited and there shall be no requirements that the identity of the beneficiaries be disclosed therein.

7. The term "Registry of Deeds" as used herein shall mean the Bristol County Registry of Deeds; provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions of all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office on order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office.

8. The Trustee hereof is Richard P. Vohnoutka of Westport, Massachusetts.

  
RICHARD P. VOHNOUTKA

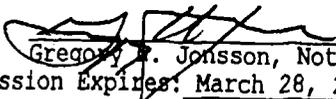
BK 4606 PG 272

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

January 7 , 2000

Then personally appeared before me the above-named RICHARD P. VOHNOUTKA and acknowledged the foregoing instrument to be his free act and deed, before me,

  
Gregory P. Jonsson, Notary Public  
My Commission Expires: March 28, 2003