

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") made as of March 22, 1988 by and between Blackman's Point Homeowners' Association, Inc., a Massachusetts corporation ("the Association"), Eugene Clifford, David D. Wellman, Bartley E. King, Jr., Carla A. Pizzi and Joan S. Dolan (jointly and severally referred to as "the individual homeowners"); and Bradford U. Blackman and Helen C. Blackman as they are trustees of Blackman Realty Trust, that certain trust created by Declaration of trust dated December 28 and 30, 1976, Bradford U. Blackman, Helen C. Blackman, Dana B. Blackman, and Maureen P. Blackman, d/b/a Blackman's Point Trailer and Camp Grounds, Brant Rock, Marshfield, Massachusetts, and Bradford U. Blackman, individually, Helen C. Blackman, individually, Dana B. Blackman, individually, and Maureen P. Blackman, individually (the Trust, the business and the individuals, jointly and severally referred to as "the Blackmans").

### W I T N E S S E T H:

WHEREAS, the Association and the individual homeowners claim that they are entitled to certain rights with respect to a mobile home and camp ground located at Brant Rock, Marshfield, Massachusetts, and known as Blackman's Point Trailer and Camp Grounds ("the Park") including, but not limited to, the right of first refusal to purchase certain of the Park property located at Brant Rock, Marshfield, Massachusetts, which property is described in Attachment A

("the Property"), as well as other statutory rights described in Chapter 317 of the Acts of 1986 enacted July 22, 1986 and in Massachusetts General Laws ch. 140, §§32A et. seq.; and

WHEREAS, the Blackmans dispute that the Association and the individual homeowners are entitled to any rights set forth in Chapter 317 of the Acts of 1986 enacted July 22, 1986 and certain other statutory rights embodied in M.G.L. ch. 140, §§32A et. seq.; and

WHEREAS, there are as of the date hereof these and other disputes between the Association, the individual homeowners, and the Blackmans which disputes are embodied in part in an action now pending in the Superior Court, Plymouth County, Commonwealth of Massachusetts, entitled Blackman's Point Homeowners' Association, Inc., et al. v. Bradford U. Blackman and Helen C. Blackman, et al., (Civil Action No. 87-1459); and

WHEREAS, without in any respect admitting to liability of any party, the Association, the individual homeowners, and the Blackmans wish to enter into this Settlement Agreement for the purpose of resolving all disputes now existing among them, including but not limited to those disputes which are embodied in the civil action referred to above; and

WHEREAS, the Blackmans are willing to grant to the Association a right of first refusal to the Property; and

WHEREAS, the Association and the individual homeowners are willing to forego certain statutory and other rights which they claim are due to them; and

WHEREAS, the parties are desirous of making certain arrangements with respect to the operation of the Park as a mobile home and camp ground in 1988` and, under certain circumstances as described herein, in the future; and

WHEREAS, the parties are desirous of avoiding the substantial costs and burdens of litigating the civil action referred to above;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending each to be legally bound, the Association, the individual homeowners, and the Blackmans agree as follows:

1. Grant of Right of First Refusal. The Association represents that its members constitute the majority of owners of mobile homes and trailers who presently lease lots from the Blackmans at the Park, and that its members have authorized and directed the Association to enter into this Agreement on their behalf. The Blackmans represent that Blackman Realty Trust is the owner in fee simple absolute of the Property and that Bradford U. Blackman and Helen C. Blackman are the sole trustees of Blackman Realty Trust. The Blackmans recognize and acknowledge that the Association is a duly incorporated homeowners' association pursuant to Massachusetts General Laws ch. 180 and ch. 140, §32R. Simultaneous with the execution of this Settlement Agreement, the Blackmans agree to execute the document entitled "Right of First Refusal", a copy of which is attached to this Agreement as Attachment A and is incorporated

herein by reference. Attachment A shall be recorded in the Plymouth County Registry of Deeds.

2. Waiver of certain claims under M.G.L. ch. 140.

The Association and the individual homeowners hereby release and waive any and all claims they may have under M.G.L. ch. 140, §32L(7A) except as provided in this Settlement Agreement and in Attachment A hereto. The Association and the individual homeowners also release and waive any claim that the Blackmans have failed to give proper notice to them of the intended discontinuance of the Park as a mobile home and camp ground, as required by M.G.L. ch. 140, and agree that the Blackmans shall not be required to give any further notice to the Association or any of its members of their intention to sell the Park.

3. Assignment of Right of First Refusal. The

Association hereby agrees that the right of first refusal granted to it pursuant to paragraph 1 and Attachment A shall not be assignable to any other party, provided, however, that it is expressly recognized that the right of first refusal may be assigned to any successor entity of the Association which may be established by the Association to act solely for the benefit of the members of the Association in purchasing the Property, including but not limited to a condominium trust or homeowners' cooperative.

4. Payment for Resale Within Initial Five Year Period. In the event that the Association exercises the right

of first refusal granted to it pursuant to paragraph 1 and Attachment A hereto and purchases the Property, it agrees to

operate the Park as a mobile home park pursuant to M.G.L. ch. 140, §32A et. seq., unless it is precluded from such operation by circumstances beyond its control. In the further event that the Association or the successor entity described in Paragraph 3 sells or otherwise conveys any portion of the Property to any party within five years of the conveyance of the Property by the Blackmans to the Association or its successor entity (the "Initial Five Year Period"), the Association, or its successor entity, agrees to tender to Bradford U. Blackman, his heirs or executors, the lower of an amount equal to twenty-five percent (25%) of the net profits to the Association or its successor entity from such sale or an amount calculated as follows: \$30,000 if such sale is consummated within the first or second year after the purchase of the Property by the Association; \$25,000 if such sale is consummated within the third year after the purchase of the Property by the Association; \$20,000 if such sale is consummated within the fourth year after the purchase of the Property by the Association; or \$15,000 if such sale is consummated within the fifth year after the purchase of the Property by the Association. The Association agrees to pay such amount to Bradford U. Blackman, his heirs or executors, within ninety days following the conveyance of the Property by the Association to a third party and the recording of the deed. No such third party purchaser shall be bound by this paragraph if such purchaser resells the Property within the Initial Five Year Period. The Blackmans agree that the provisions of this paragraph pertaining to payment to the

Blackmans in the event of a resale within the Initial Five Year Period do not apply to any government taking by eminent domain or to any negotiated purchase by any government agency in lieu of a taking by eminent domain.

5. Park Opening: 1988 Season. The Blackmans hereby agree that they shall take all necessary steps to open and shall open the Park for operation as a mobile home and trailer park for the period May 1, 1988 through September 30, 1988, under the terms and conditions specified in this Agreement. The parties agree that, as to members of the Association, the terms and conditions of the 1987 leases and the 1987 rules and regulations of the Park as previously approved by the Office of the Attorney General shall be in full force and effect upon the execution of this Agreement except for the term, which shall begin on May 1, 1988 and end on September 30, 1988, and the 1988 seasonal rent which for each waterfront lot shall be \$1,200, and for each non-waterfront lot shall be \$1,000. Annexed hereto as Attachments B and C, respectively, are copies of the 1987 Lease and 1987 rules and regulations of the Park. In addition, the Association and the individual homeowners agree that all rent for the 1988 season, all mobile home taxes (\$30), and all storage fees for March, 1988 (\$14.29) must be paid by each Association member on or before May 1, 1988, and, if such amounts are not paid by any individual tenant on or before May 1, 1988, no tenancy shall be created as to that tenant only and the Blackmans may, at their option, commence

proceedings against such individual seeking to repossess solely that portion of the Property for which no tenancy exists.

6. Winter "Storage" Leases. In the event that the Blackmans do not notify the Association by August 20, 1988 of any bona fide offer to buy the Property that the Blackmans intend to accept, the parties agree that, as to members of the Association, the terms and conditions of the winter "storage" leases, and the rules and regulations of the Park, for the period from October 1, 1987 through February 29, 1988 shall be in full force and effect except for the term, which shall begin on October 1, 1988 and end on April 30, 1989, and the total rent for such winter period which shall be \$65. Annexed hereto as Attachments C and D, respectively, are copies of the rules and regulations of the Park and the storage Lease. In addition, the Association and the individual homeowners agree that all "storage" rent shall be paid by each Association member on or before September 30, 1988, and if such rent is not paid by any individual tenant on or before September 30, 1988, no tenancy shall be created as to that tenant only and the Blackmans may, at their option, commence proceedings against such individual seeking to repossess solely that portion of the Property for which no tenancy exists.

7. Future Leases. In each year succeeding 1988 in which the Blackmans do not notify the Association by April 1 of each such year of any bona fide offer to buy the Property that the Blackmans intend to accept, the Blackmans hereby agree to reopen the Park for the period from May 1 through September 30

of each such year, under the same terms and conditions specified in paragraph 5 hereof, except that the rent for each lot may be increased for each year under the terms and conditions specified in paragraph 9 of this Agreement.

8. Future Winter "Storage" Leases. In each year succeeding 1988 in which the Blackmans do not notify the Association by August 20 of each such year of any bona fide offer to buy the Property that the Blackmans intend to accept, the Blackmans hereby agree to provide winter "storage" leases to all tenants of the Park under the same terms and conditions specified in paragraph 6 hereof, except that the rent for each lot may be increased for each year under the terms and conditions specified in paragraph 9 of this Agreement.

9. Future Rental Increases. The seasonal or winter "storage" rent amounts for any period beyond April 30, 1989 shall be increased over the amounts specified in paragraphs 5 and 6 by an amount not to exceed the increase in the Consumer Price Index for urban consumers, published by the United States Department of Labor, Bureau of Labor Statistics, from the calendar year immediately preceding the date upon which such rental agreement is commenced, plus the appropriate amount of any documented increase in real estate taxes or other municipal fee or charge; provided, however, that the total amount of such increase shall not exceed ten percent of the seasonal or winter "storage" rent charged to each tenant of the Park in the immediately preceding year.



10. Termination of Tenancies and Abandonment of Property. In the event that the Association declines to exercise the right of first refusal granted to it by the Blackmans and so notifies the Blackmans, or in the event that the Association does not perform in accordance with the terms of paragraph 1 or Attachment A, or in the event that the right of first refusal does not apply as a result of the conditions specified in paragraph 2 of Attachment A, all tenancies of members of the Association shall terminate sixty days after conveyance of the Property by the Blackmans to a bona fide third party and the recording of the deed, provided, however, that all tenancies in any event shall not terminate prior to September 30, 1988. Under such circumstances and for the period commencing October 1, 1988 and continuing thereafter, the Blackmans hereby agree to refund to the Association each tenant's pro-rata amounts of rent previously paid for tenancy periods which exceed the sixty-day termination date. The Association and the individual homeowners agree that all Association members shall vacate and deliver up their lots and remove their trailers and all other property on or before the end of the sixty-day period. The trailer and all other property of any tenant who is a member of the Association that is not removed by the sixty-day termination date shall be deemed abandoned and thereafter may be removed or destroyed by the Blackmans or their successors, assigns or purchasers without the need for summary process. The Association agrees that any members whose trailer or other property is abandoned

hereby waives and releases all rights and remedies against the Blackmans or any successors, assigns or purchasers which relate to such abandonment, removal and destruction after the sixty-day period. The Blackmans hereby agree that neither the Association nor any individual member shall be responsible for or liable for any expenses incurred by the Blackmans or any successors, assigns or purchasers in relation to the removal or destruction of any tenant's property abandoned after the tenancy termination date.

11. Operation of the Park During 1988 and Thereafter. In order to facilitate the proper functioning of the Park prior to the sale of the Property by the Blackmans, the Association agrees to share certain tasks with the Blackmans on the terms as specified in this Settlement Agreement. For the period May 1 through September 30 of each year, the Association agrees to undertake the routine maintenance and repairs as provided in paragraph 13 hereof. In agreeing to undertake the routine maintenance and repairs of the Park during the summer season, the Association shall not be deemed the operator of the Park, and the Blackmans shall remain the owners and operators of the Park for all statutory, governmental and other purposes. As owners and operators of the Park, the Blackmans are responsible at all times for major expenses and replacement of major fixtures, including but not limited to septic tanks, and electric, water, gas and sewage facilities, except as set forth in this Agreement. Prior to May 1, 1988, the Blackmans agree that all common areas and

facilities at the Park, including but not limited to all toilet, shower, laundry, electric, water, gas and sewage facilities will be fully repaired, fully functioning and in a sanitary condition. In each succeeding year in which the Park is operated as a mobile home and trailer park as provided in this Settlement Agreement, the Blackmans agree that prior to May 1 of each such year all common areas and facilities at the Park will be fully repaired, fully functioning and in a sanitary condition. The Association shall conduct an inspection of the common areas and facilities on a mutually convenient date in April but in no event later than April 20 of each year and, in the event that any such facilities are not in good repair and functioning as of April 20, the Association shall provide written notice to the Blackmans of any default and allow the Blackmans ten days to cure such default. In the event that the Blackmans fail to cure the default within the ten day period, the Association, at its option, may undertake to make the repairs and the Blackmans agree to be liable for the reasonable cost of such repairs. The Blackmans shall conduct an inspection of the common areas and facilities on a mutually convenient date in September but in no event later than September 15 of each year and, in the event that any such facilities are not in the same repair and functioning as of May 1 preceding, shall provide written notice to the Association of any default and shall allow the Association fifteen days to cure such default. In the event that the Association fails to cure the default within the fifteen day period, the Blackmans

shall undertake to make the repairs and the Association agrees to be liable for the reasonable cost of such repairs. All parties agree to cooperate in good faith to provide for the proper operation of the Park, including but not limited to the Blackmans' agreement to tour the Park at the beginning of each season with Association representatives in order to review past operating, maintenance, and repair procedures.

12. Continued Obligations of Park Owner. Until such time as tenancies are terminated pursuant to paragraph 10 hereof or until the Property is sold to the Association, the Blackmans agree that they shall:

(a) obtain all necessary operating licenses, file all documents with all government authorities as may be required for the operation of the Park as a mobile home and trailer camp, maintain necessary and adequate insurance policies, and otherwise comply with all local, state or federal requirements or at law;

(b) provide adequate electricity, gas, cold and hot water and sewage for all of the Park tenants' use for the period May 1 through September 30 of each year;

(c) provide to the Association all reasonable cleaning and maintenance supplies, except that the Blackmans shall not be responsible for providing toilet paper for the tenants' use;

(d) provide for removal of all trash resulting from members' tenancies at the Park during the period May 1 through September 30 of each year, provided that there shall be no

requirement of more than two dump trips by the Blackmans per week;

(e) provide a rubbish trailer during the first full weekend of June and the last full weekend of August of each year for removal of larger trash items;

(f) provide to the Association a key to all laundry and shower money boxes, hand over all monies from the laundry and showers to the Association and allow the Association to retain all monies collected from the operation of the laundry and showers for use by the Association; and

(g) provide to the Association a key to the circuit breaker box.

13. Summer Season Maintenance by Association. Until such time as tenancies are terminated pursuant to paragraph 10 hereof or until the Property is sold to the Association, the Association hereby agrees that it shall undertake all routine maintenance and repairs of the Park during the period May 1 through September 30 of each year, except that tenants shall be responsible for providing toilet paper for their own use. The purpose of the Association's undertaking herein is solely intended to release the Blackmans from daily and routine maintenance and repairs of the Park. The Association further agrees that its members shall bring no trash from outside of the Park, limit their trash to that resulting from members' tenancies at the Park during each season, and refrain from causing larger items to be included in such trash, except that such larger items may be disposed of in the rubbish trailer to

be provided by the Blackmans during the first full weekend of June and the last full weekend of August during each year in which the Park is in operation. The Association agrees to reset the circuit breakers for electrical usage as necessary. The Association is not responsible for maintenance of that area in the Park known as "the field" which is located in part adjacent to the property of Dana and Maureen Blackman.

14. Arrearages. The Association hereby agrees that all arrearages owing to the Blackmans by members of the Association shall be paid on or before May 1, 1988. The amount of arrearages claimed due and owing to the Blackmans is limited to the written notice identifying such claimed arrearages which previously has been provided by the Blackmans to the Association. If any such member disputes the amount claimed to be owed, the Association or the member shall deliver written notice to the Blackmans, and the Blackmans and such member agree to resolve the dispute in good faith prior to May 1, 1988. In the event that the dispute is not resolved prior to May 1, 1988, the Blackmans agree that they shall not deny any Association member a tenancy for 1988 or thereafter solely as a result of that member's failure to pay a disputed arrearage, provided, however, that the Blackmans may thereafter commence proceedings against the member seeking payment of such disputed amounts and/or summary process.

15. Electricity and Gas Escrow Account. On or before May 1, 1988 (and May 1 of each successor year in which the Park is in operation) each tenant shall pay \$100 to the Blackmans as

a deposit for electricity and gas fees estimated for the period from May 1 through September 30 of the applicable year and the Blackmans agree to place forthwith all such amounts in an interest-bearing escrow account with counsel for the Blackmans as escrow agent. Counsel for the Blackmans shall provide counsel for the Association a monthly accounting of the escrow fund. Such monthly accounting shall include copies of any and all electric and gas bills for electricity and gas consumed by the tenants during each period of May 1 through September 30. No payments shall be made from the escrow account except for payments directly to third party providers for electricity and gas utilized by tenants during the period May 1 through September 30, 1988 (or each successor year in which the Park is in operation). Interest accruing on the escrowed funds may be used to make such payments. No payments shall be made from the escrow account for electricity and gas utilized by the Blackmans or for utility charges in excess of actual utility company bills. In the event that the funds in the escrow account exceed the amounts due for electricity and gas consumed by the tenants, the excess funds shall be delivered to the Association on or before November 15 of each year. In the event that the funds in the escrow account are insufficient to pay for the cost of electricity and gas consumed by the tenants during the period May 1 through September 30, the Blackmans may charge each tenant the excess pro-rata amount based upon the actual user days of each such tenant during such period.

16. Additional Tenants. Prior to leasing any waterfront lot to any prospective tenant at the Park, the Blackmans agree to notify the Association and offer such lot to its members, provided, however, that the parties agree that the Blackmans may use one waterfront lot for their own purposes. Upon their acceptance of any person as a tenant at the Park, the Blackmans agree to provide such tenant's name and address to the Association within seven days.

17. Membership in the Association. The Association agrees to make a good faith effort to encourage all tenants at the Park to become members of the Association, provided, however, that it is expressly recognized by all parties that no tenant is obliged or may be required to join the Association. Upon the execution of this Agreement and upon March 1 of each succeeding year that the Park is in operation, the Association agrees to provide a list of its members, together with their current addresses, to the Blackmans, and the Blackmans agree to provide to the Association the names and last known addresses of all tenants in the Park from and including the 1984 season through the 1987 season. The Association further agrees to provide the names of all new members to the Blackmans within fourteen days of their enrollment. The parties agree that they shall not utilize any identification of Association members or tenants for any improper purpose. The parties further agree not to retaliate in any way against any tenant or former tenant, and the Blackmans agree that they shall not terminate any lease or refuse to enter into any lease with any tenant or



prospective tenant on the ground that he or she is a member of the Association. The parties also agree that any person who was a tenant at the Park at any time and for any period from May 1, 1986 until the date of execution of this Agreement shall not be denied a tenancy at the Park, provided that such person is willing to accept his or her tenancy subject to the terms and conditions of this Agreement and subject to the availability of a trailer lot at the Park.

18. On or before June 1, 1988, the Blackmans agree to pay \$20,000 to the Association.

19. All notices required by this Settlement Agreement shall be in writing and delivered by certified mail as follows:

Blackman's Point Homeowners' Association, Inc.  
Eugene Clifford, David D. Wellman, Bartley E.  
King, Jr., Carla A. Pizzi, Joan S. Dolan  
c/o Margaret H. Marshall, Esquire  
Csaplar & Bok  
One Winthrop Square  
Boston, MA 02110

Blackman Realty Trust  
Blackman's Point Trailer & Camp Grounds  
Bradford U. Blackman, Helen C. Blackman, Dana B.  
Blackman, Maureen P. Blackman  
c/o Ed Pike, Esquire  
471 Bridge Street  
P.O. Box 112  
North Weymouth, MA 02191

20. Simultaneous with the execution of this Agreement, the parties agree to execute a Stipulation of Dismissal with prejudice in the action now pending in the Superior Court, Plymouth County, Commonwealth of Massachusetts, entitled Blackman's Point Homeowners' Association, Inc., et al. v. Bradford U. Blackman and Helen C. Blackman, et al. (Civil Action No. 87-1459), attached hereto as Attachment E.

21. Simultaneous with the execution of this Agreement, the parties agree to execute general releases attached hereto as Attachments F through Q.

22. The Association, the individual homeowners, and the Blackmans hereby agree to execute such other and further documents as may be reasonably necessary for the terms of this Agreement or such other understanding as may be reasonably contemplated herein. This Agreement may be amended, and its provisions may be waived or modified, only by instruments in writing executed by the parties hereto.

23. The parties agree to proceed in good faith in their respective dealings with each other and further agree to respect each parties' rights as embodied within this Agreement. Upon the execution of this Agreement, the parties agree to issue a joint press release setting forth that the parties have reached a compromise and settlement.

24. The parties agree that any breach of this Agreement by any individual homeowner or Association member shall not result in loss of the Association's right of first refusal as contained in paragraph 1 of this Agreement and in Attachment A hereto, and the right of first refusal shall continue in full force and effect notwithstanding any such breach.

25. The parties agree that this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto, except as set forth in Paragraph 3.

26. The parties agree that this Agreement may be executed in any number of counterparts, each of which is an original but all of which shall constitute one and the same instrument.

27. The parties agree that this Agreement and all of the terms and provisions hereof shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction, other provisions of this Agreement and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid and unenforceable provisions, the parties agree to substitute a like but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties.

28. Titles to paragraphs in this Agreement are intended for reference only and shall not govern the terms of the text of any paragraph.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed under seal by their duly authorized representatives.

BLACKMAN'S POINT HOMEOWNERS' ASSOCIATION, INC.

By Eugene B. Clifford  
President

Eugene B. Clifford  
EUGENE CLIFFORD, individually

David D. Wellman  
DAVID D. WELLMAN, individually

Bartley E. King, Jr.  
BARTLEY E. KING, JR., individually

Carla A. Pizzi  
CARLA A. PIZZI, individually

Joan S. Dolan  
JOAN S. DOLAN, individually

BLACKMAN REALTY TRUST

By Bradford U. Blackman Trustee  
Trustee

By Helen C. Blackman Trustee  
Trustee

BLACKMAN'S POINT TRAILER AND CAMP GROUNDS

By Bradford U. Blackman

Bradford U. Blackman  
BRADFORD U. BLACKMAN, individually and on behalf of Blackman's Point Trailer and Camp Grounds

Helen C. Blackman  
HELEN C. BLACKMAN, individually and on behalf of Blackman's Point Trailer and Camp Grounds

Dana B. Blackman  
DANA B. BLACKMAN, individually and on behalf of Blackman's Point Trailer and Camp Grounds

Maureen P. Blackman  
MAUREEN P. BLACKMAN, individually and on behalf of Blackman's Point Trailer and Camp Grounds

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS

March 15, 1988

Then personally appeared the above-named Eugene B. Clifford, President of Blackman's Point Homeowners' Association, Inc. and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Before me,

Paul Masuret  
Notary Public

My Commission Expires:

PAUL MASURET  
Notary Public  
My Commission Expires February 6, 1992

COMMONWEALTH OF MASSACHUSETTS

*Plymouth*, SS

*March 22*, 1988

Then personally appeared the above-named *BRADIE V. BLACKMAN* Trustee of Blackman Realty Trust, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said trust.

Before me,



Notary Public

*ED PIKE*

My Commission Expires: *5/5/89*

COMMONWEALTH OF MASSACHUSETTS

*Plymouth*, SS

*March 22*, 1988

Then personally appeared the above-named *Helen C. Blackman* Trustee of Blackman Realty Trust, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said trust.

Before me,



Notary Public

*ED PIKE*

My Commission Expires: *5/5/89*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS

March 15, 1988

Then Eugene B. Clifford personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Paul Masuret  
Notary Public

My Commission Expires:

PAUL MASURET  
Notary Public

COMMONWEALTH OF MASSACHUSETTS My Commission Expires February 6, 1990

Suffolk, SS

March 15, 1988

Then David D. Wellman personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Paul Masuret  
Notary Public

My Commission Expires:

PAUL MASURET  
Notary Public

COMMONWEALTH OF MASSACHUSETTS My Commission Expires February 6, 1990

Suffolk, SS

March 15, 1988

Then Carla A. Pizzi personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Paul Masuret  
Notary Public

My Commission Expires:

PAUL MASURET  
Notary Public

My Commission Expires February 6, 1990

COMMONWEALTH OF MASSACHUSETTS

*Suffolk* , SS

*March 15, 1988*

Then personally appeared the above-named *Jean S. Delon*, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

*Paul Masuret*  
Notary Public

My Commission Expires:

PAUL MASURET  
Notary Public

COMMONWEALTH OF MASSACHUSETTS My Commission Expires February 6, 19

*Suffolk* , SS

*March 16, 1988*

Then personally appeared the above-named *Barth E. Gray, Jr.*, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

*Thomas P. ...*  
Notary Public

My Commission Expires: *October 14, 19*



COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

March 22, 1988

Then Bradford V. Blackman personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Ed Pike  
Notary Public  
ED PIKE

My Commission Expires: 5/5/89

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

March 22, 1988

Then Helen C. Blackman personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Ed Pike  
Notary Public  
ED PIKE

My Commission Expires: 5/5/89

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

March 22, 1988

Then DANA B. Blackman personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Ed Pike  
Notary Public  
ED PIKE

My Commission Expires: 5/5/89

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

March 22, 1988

Then Maureen P. Blackman personally appeared the  
above-named Maureen P. Blackman and acknowledged the foregoing  
instrument to be his/her free act and deed.

Before me,



Notary Public  
ED PIKE

My Commission Expires: 5/5/89