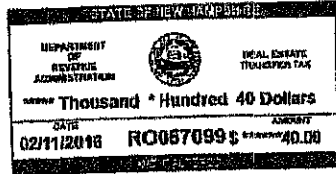


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WARRANTY DEED

We, **Timothy Proia and Marjorie J. Proia**, a married couple of 301 Concord Road, Billerica, Middlesex County, Massachusetts for consideration paid, grants to, **Timothy Proia and Marjorie J. Proia, as Trustees of M and T Proia Realty Trust** unde declaration of Trust dated January 13, 2016, reordered herewith of 301 Concord Road, Billerica, Middlesex County, Massachusetts

WITH WARRANTY COVENANTS

A certain parcel of land with the buildings thereon, situated on the southerly shore of Pawtuckaway Lake in Nottingham, County of Rockingham and State of New Hampshire, and being Lot #5 in section D on Plan of Tuckaway Shores, Nottingham, N.H., drawn by J.B. Folsom in April 1957, said plan being recorded in Rockingham County Registry of Deeds as Plan 02599, more particularly bounded and described as follows:

Commencing on the northerly side of a right of way shown on said plan and at the southeasterly corner of said Lot #5; thence N 7° W by Lot #6, 225feet to a bound at the high water on the shore of said lake; thence by the water mark of said lake 44 feet, more or less, to Lot #4 shown on said plan; thence S 18° E by said Lot #4, 91 feet; thence S 10° E partly by Lot #4 and partly by a right of way, 121 feet 5 inches ; thence S 69° E by said private way 33 feet 5 inches; thence N 63° E 49 feet 6 inches by said private way to the point of beginning.

This conveyance is made subject to restrictions and reservations as set forth in Declaration of Restrictions for Tuckaway Shores, Nottingham, New Hampshire.

There is conveyed herewith, as appurtenant to and to be used in connection with the within described premises such rights of way as are described in said Declaration of Restrictions, and a right of way over the road as now laid out to the public highway, said rights of way to be used in common with others having rights therein.

Meaning and intending to describe and convey the same premises conveyed to Timothy Proia and Marjorie J. Proia, by Warranty Deed of Lance E. Johnson and Susan S. Johnson, dated February 24, 2000, and recorded at Book 3248, Page(s) 1649, Rockingham County Registry of Deeds.

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

TRUSTEE CERTIFICATE

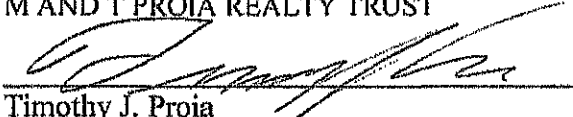
We, Timothy J. Proia and Marjorie J. Proia of 301 Concord Road, Billerica, Middlesex County, Massachusetts Trustees of M and T Proia Realty Trust under Declaration of Trust dated January 13, 2016 (the "Trust") between the said Timothy J. Proia and Marjorie J. Proia, as Donor's and current trustee's, certify as follows:

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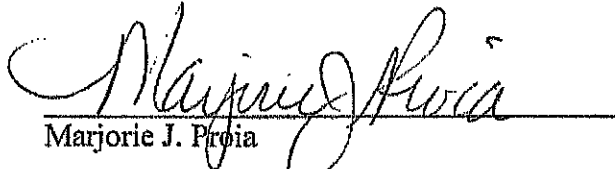
- (a) The said Timothy J. Proia and Marjorie J. Proia are the current trustees of the M and T Proia Realty Trust;
- (b) The trustee of the Trust has authority to act with respect to real estate owned by the Trust, and has the full and absolute power under said Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power of to see to the application of any trust asset paid to the trustees for a conveyance thereof; and
- (c) There are no facts which constitute conditions precedent to acts by the Trustee of which are in any other manner germane to the affairs of the Trust.

EXECUTED, as a sealed instrument under the pains and penalties of perjury this 13 day of January, 2016.

M AND T PROIA REALTY TRUST



Timothy J. Proia



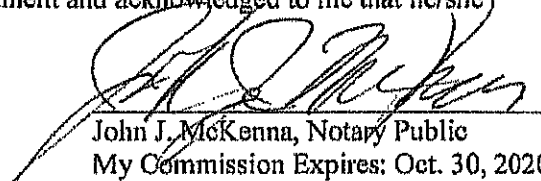
Marjorie J. Proia

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

January 13, 2016

On this 13th day of January, 2016, before me, the undersigned notary public, personally appeared Timothy J. Proia and Marjorie J. Proia, Trustee's as aforesaid, proved to me through satisfactory evidence of identification which was Mass. Driver License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily, for its stated purpose.



John J. McKenna, Notary Public
My Commission Expires: Oct. 30, 2020



JOHN J. MCKENNA
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2020

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

**DECLARATION OF TRUST
OF
M AND T PROIA REALTY TRUST**

We, Timothy J. Proia and Marjorie J. Proia of 301 Concord Road, Billerica, Middlesex County, Massachusetts do hereby for myself, my heirs, executors, administrators and assigns, acknowledge and declare that I hold all real estate, personal property or choses-in-action, hereby or hereafter conveyed to me as Trustee, subject to the following terms and conditions:

1. NAME

The name of this Trust shall be M and T Proia Realty Trust and any property conveyed to the Trust or Trustee(s) under that name shall be held in trust by the Trustee(s) under the provisions hereof.

2. GENERAL POWERS AND DISCRETION

The Trustee(s) shall have full power and discretion as if absolute owner, including acts that would commonly be considered to be self-dealing on the part of the Trustee(s), to acquire, purchase, hold, bargain and sell at public auction or private sale, manage, improve, repair, remodel or rebuild, any building (destroyed or damaged by fire or otherwise) including the erection of new buildings, lease, rent or mortgage real estate; to employ the funds of this Trust in such incidental business or enterprises as in the judgment of the Trustee(s) may be beneficial to the cestuis que trust; to make such contracts regarding the Trust property including any surplus, and also income from real or personal property, including bonds, stocks, notes, obligations or other evidence of indebtedness, and from time to time and as often as they shall see fit, to change investments, including the power to invest in all types of securities and other property of whatever nature and however denominated; all to such extent as to the Trustee(s) shall seem proper and without liability for loss even though such property or such investment shall be of a character or in an amount not customarily considered proper for investment of trust funds or which do no or may not produce income. The Trustee(s) shall have the power to purchase real estate at public or private sale.

3. POWER TO PAY OFF OR REDUCE PRINCIPAL AND TO EXECUTE INSTRUMENTS

The Trustee(s) shall have the power to payoff or reduce the principal amount unpaid, whether due or not, upon any mortgage or mortgages to which any of the real estate held by the Trustee(s) shall be subject. The Trustee(s) shall have full power to execute, acknowledge and deliver deeds, mortgages, notes, assignments, releases, discharges of mortgages, make entry to foreclose, and to take any action or execute any and all instruments necessary and proper to deliver all written instruments which the Trustee(s) may deem necessary and proper in the exercise of his/her/their power.

COPY

4. DISTRIBUTIONS

The Trustee(s) determination of what constitutes net income and principal shall be in his/her/their sole discretion, and so also shall be his/her/their determination as to which expenses shall be charged or allocated to income or principal. The Trustee(s) shall set aside funds for the payment of salaries or put aside income for special purposes as they may see fit, whether payments made be from principal or income of the Trust fund or estate, and in such transactions the Trustee(s) is/are to be governed by his/her/their own discretion alone, without interference or control of the cestuis que trust, and no person dealing with the Trustee(s) shall be bound to look to the regularity or propriety of any such transaction. The Trustees shall render an account at the end of the calendar year or more often, if convenient, and shall upon request, deliver or mail a copy to each cestuis que trust. All net income, as determined by the Trustee(s) is to be distributed evenly.

5. POWER TO BORROW MONEY AND GIVE MORTGAGES

The Trustee(s) shall have the power to borrow money for such time and upon such terms as he/she/they may see fit on any real estate or personal property held hereunder and the Trustee(s) may give mortgages to secure money borrowed for a purchase money mortgage.

6. TRUSTEE(S) SHALL KEEP PREMISES INSURED, ETC.

The Trustee(s) shall at all times keep the real estate insured against fire and other casualties and shall have full power and authority to pay all taxes, municipal liens or assessments, mortgages or other liens now or hereafter resting upon said property and all sums of money for the payment of which they, by reason of being the Trustee(s) hereunder, may be held liable by way of damages, penalty or fine or otherwise; to pay all expenses of the Trust, which in their judgment may be proper or necessary, or expenses incurred in making sales, surveys, commission to brokers, and attorney's fees, and to employ such persons as they may deem necessary or expedient for carrying out the provisions of the Trust and to fix his/her/their compensation and to define his/her/their duties.

7. POWER TO REPRESENT CESTUIS QUE TRUST

The Trustee(s) shall have the power to represent the cestuis que trust in all suits or legal proceedings relating to the trust estate in any court at law or in equity, or before any administrative tribunal or body.

8. NO PURCHASER SHALL BE BOUND TO MAKE INQUIRY CONCERNING VALIDITY OR APPLICATION OF MONEY PAID, ETC.

No purchaser, seller, lender, borrower, corporation, association or officer of agent or transfer agent thereof, dealing with the Trustee(s) shall be bound to make inquiry concerning the validity of any sale, purchase, mortgage, note, pledge, or purchase, purporting to be made by the Trustee(s), or to be liable for, or look to be made application of the money paid or loaned.

9. BENEFICIARIES

The cestuis que trust or beneficiaries of the Trust are shown on the Schedule of Beneficiaries executed and acknowledged this day by the Declarant or as later shown on any amended Schedule of Beneficiaries executed and acknowledged by the Declarants.

10. TRUSTEE(S)

In the event of the death, resignation, inability or absence of one of the initial Trustees to act as Trustee hereunder, then the surviving Trustee shall serve as sole Trustee until another Successor Trustee is appointed. In the event of such death, resignation, inability, incapacity, or absence of the Trustee, a certificate duly notarized as to such fact signed by the Successor Trustees filed in the Registry of Deeds where a Notice of this Trust is recorded shall justify all persons dealing with the remaining or Successor Trustee upon the basis of the facts contained in such certificate. Upon the acceptance of the Trust hereunder any Successor Trustee as herein provided, he or she, as the case may be, shall thereupon become a Trustee hereunder with all the power and immunities conferred upon the original Trustees.

11. NO POWER TO BIND OR AFFECT CESTUIS QUE TRUST PERSONALLY

The Trustee(s) shall have no power or authority to enter into any contract which shall bind or affect the cestuis que trust personally, or call upon them for the payment of any sums of money or any payment whatsoever, but the Trustee(s) shall be entitled to indemnify against any and all liabilities either in contract or in tort which they may incur or to which they may be subject, out of the Trust property.

12. REFERENCE TO BE MADE TO THIS INSTRUMENT

In every written note, lease, deed, mortgage or contract which the Trustee(s) shall make, reference shall be had to this instrument and the person, persons or corporation contracting with the Trustee(s) shall look to the funds and the property of the Trust for the payment of any mortgage, note, debt, judgment or decree, or of any money that may otherwise become due or payable by reasons of the failure on the part of said Trustee(s) to perform such contract in whole or in part.

13. ASSENT TO SECTIONS SIX AND SEVEN

All persons dealing with the Trustee(s) shall be deemed to have accepted and assented to the provisions of Sections Six and Seven.

14. DURATION

Unless sooner terminated, this Trust shall terminate upon twenty (20) years after the latter death of the Trustees and any Successor Trustee name herein, whereupon all powers of the Trust shall cease and legal title to all the Trust property shall be in the beneficiaries, his/her their heirs, administrators, or assigns free of the Trust

15. RIGHT TO ADD PROPERTY

The Trustee(s) may accept additional property and conveyances to this Trust, which additional property shall become or be a part of this Trust as though it were originally conveyed hereto.

16. SPENDTHRIFT PROVISIONS

The interest of any beneficiary in any share or part of the Trust property, both principal and income, shall not be alienable, assignable, attachable, or transferable, or paid by way of anticipation or in compliance with any order, assignment, or conveyance, and shall not be applied to or held liable for any of his/her debts or obligations, wither in law or in equity, and shall not in any event pass to him/her or his/her assigns or a Trustee under any assignment or under any insolvency or bankruptcy law and shall not be subject to the interference or control of creditors, spouses or others.

17. POWER TO MAKE CONTRACTS, ETC. BEYOND TERM OF OFFICE

The Trustee(s) is/are authorized to buy, sell, exchange, lease, mortgage, or make contracts concerning both real and personal property for such considerations and upon such terms as to credit or otherwise as the Trustee(s) consider advisable, which leases, mortgages and contracts may extend beyond the term of this Trust.

18. SEVERABILITY CLAUSE

In the event that any clause or amendment either hereinbefore or hereinafter mentions or referred to in this Declaration of Trust is declared unconstitutional, illegal or invalid, then that clause or amendment shall be severed and omitted and the rest and remainder of the terms of this Declaration of Trust shall remain in full force and effect.

19. RECORDATION

Any certificate or instrument signed by the Trustee(s) or a copy of the record of any Trust proceedings, certified by him/her/them which, were appropriate, is recorded in the Registry of Deeds where the original Trustee Certificate is recorded, and the statements contained in any such certificate or instrument relative to matters concerning this Trust, so signed and acknowledged as provided herein, shall be binding and conclusive upon all parties as to facts therein stated.

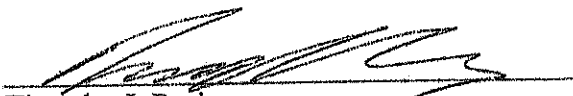
20. AMENDMENT

This Declaration of Trust, and the Trust hereby created, may at any time or from time to time be revoked, altered or amended in any respect or respects, each revocation, alteration, or amendment, if any, to be by an instrument in writing, executed by the Declarants and acknowledged by then, or upon the death or incompetency of the said Declarant(s), by the Successor Trustee(s). The power to alter or amend the Declaration of Trust and the Trust hereby created shall not be exhausted by a single exercise thereof but may be exercised from time to time, and no exercise of said power shall prevent the subsequent exercise of the power to revoke the Trust.

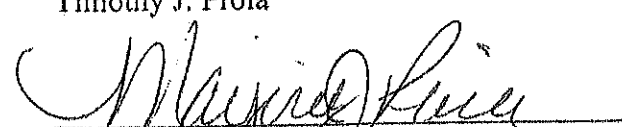
21. TRUSTEES' BOND

No Trustee shall be required to furnish a bond as a qualification to hold office.

IN WITNESS WHEREOF, this document has been executed the Trustees/Declarants on the 15 day of January, 2016.



Timothy J. Proia



Marjorie J. Proia

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of January, 2016, before me, the undersigned notary public, personally appeared the above named Timothy J. Proia and Marjorie J. Proia, proved through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily and for its stated purpose.



John J. McKenna, Notary Public

My Commission Expires: 10/30/20



JOHN J. MCKENNA
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 30, 2020