

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

William T. Hurley, Jr.,
as Trustee of the Aiken Property Trust,

RECEIVED
Feb 04 2025
SC Court of Appeals

Respondent,

vs.

Linda Donovan,

Appellant.

RECORD ON APPEAL (v. 1 of 4)

RECEIVED

Feb 04 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas M.
Anderson Griffith, Master in Equity

Case No. 2022-CP-02-02654
Appellate Case No. 2024-001367

William T. Hurley, Jr., as Trustee of the Aiken Property Trust

Respondent,

v.

Linda Donovan,

Appellant.

APPENDIX TO RECORD ON APPEAL

COUNSEL

Jeffrey F. Peil, Esquire
7013 Evans Town Center Blvd.
Suite 502
Evans, Georgia 30909-3080

Mr. Richard C. Detwiler, Esquire
P.O. Box 1390
Columbia, South Carolina 29201

Mr. Matthew Lewis Jepertinger, Esquire
1812 Lincoln Street
Columbia, South Caroling 29201

Mr. Brady A. Brodie, Esquire
P. O. Box 519
Aiken, South Carolina 29802-0519

Mr. Hary Alwyn Dixon, Esquire
P.O. Box 1390
1812 Lincoln Street, Suite 200 (29201)
Columbia, South Carolina 29202-1390

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William T. Hurley, Jr., as Trustee of the Aiken Property Trust	Respondent,
v.	
Linda Donovan,	Appellant.

CERTIFICATE OF COUNSEL

The undersigned certified that this Record on Appeal complies with Rule 210(g), SCACR.

February 4, 2025

/s/ Jeffrey F. Peil
Jeffrey F. Peil
State Bar No. 102423
7013 Evans Town Center Blvd.,
Suite 502
Evans, Georgia 30809
(706) 210-9063

Pleadings

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	Civil Action No.: _____
William T. Hurley, Jr., as	)	
Trustee of the Aiken Property	)	
Trust,	)	
	)	COMPLAINT
Plaintiff,	)	
	)	
v.	)	
	)	
Linda Donovan,	)	
	)	
Defendant.	)	
_____	)	

TO: THE ABOVE-NAMED DEFENDANT:

Plaintiff William T. Hurley, Jr., (“Plaintiff”) as Trustee of the Aiken Property Trust (“Aiken Trust”), brings this action against Defendant Linda Donovan (“Defendant”) to eject her from properties solely owned by the Aiken Trust, identified by TMS #'s 139-19-01-002 and 140-08-04-001 (“Aiken Properties”).

Defendant never had any interest of any kind in the Aiken Properties. Defendant’s husband, John J. Donovan, II (“Donovan Sr.”), was previously a beneficiary of Trust One – JJD (“Trust One”),¹ which is the sole beneficiary of the Aiken Trust. However, on account of Donovan Sr.’s repeated commission of fraud, who is currently serving prison time for fraud, his entire beneficiary interest in Trust One was extinguished by a November 10, 2021 arbitral award issued by the arbitrator appointed to oversee Trust One, which award was confirmed and adopted as a Final Judgment of the Massachusetts Superior Court on August 18, 2022. Thus, Donovan Sr. too has no interest of any kind in the Aiken Properties.

¹ Plaintiff William T. Hurley, Jr. is also the Trustee of Trust One.

The various registry records, arbitral awards, and court judgments and orders discussed below will evidence several historical attempts by Donovan Sr. to make fraudulent conveyances to Defendant, and these documents will also unambiguously establish, through the scrupulous efforts of numerous officials and judges, that neither Donovan Sr. nor Defendant have any interest in, or any right to possess, use, or occupy, the Aiken Properties. Most notably, to unwind their previous fraudulent conduct to which the Trust One arbitrator was alerted, Defendant and Donovan Sr. themselves executed a Quitclaim Deed and Release, recorded on January 28, 2020 in the Aiken County Register of Deeds, transferring any interest they may have held in the Aiken Properties, which was none, to the Aiken Trust. Defendant has no right to remain on the Aiken Properties.

PARTIES

1. Plaintiff William T. Hurley, Jr. is the Trustee of Aiken Trust, which is the record owner of the Aiken Properties, identified by TMS #'s 139-19-01-002 and 140-08-04-001, located in Aiken County, South Carolina. Plaintiff is also the Trustee of Trust One, as discussed below.

2. Defendant Linda Donovan is a citizen and resident of Aiken County, South Carolina, and is currently occupying the Aiken Properties.

JURISDICTION

3. The Court has subject-matter jurisdiction over this dispute under Article V, § 11 of the South Carolina Constitution and S.C. Code Ann. § 14-5-350.

4. The Court has personal jurisdiction over Defendant because she resides in South Carolina.

VENUE

5. Venue is proper in this circuit under S.C. Code Ann. § 15-7-10 because the Aiken Properties are situated within Aiken County, South Carolina.

FACTS

6. This action is an offshoot of disputes and litigation spanning nearly two decades between Donovan Sr. and his five children, Rebecca, James, Maureen, Carolyn, and John J. Donovan, III (“Donovan Jr.”)² (collectively, including the estate of Donovan Jr., “Donovan Siblings”), most of which is not relevant here.

7. In attempts to resolve their historical disputes, including regarding the ownership of the properties that would ultimately conveyed Trust One, Donovan Sr. and the Donovan Siblings executed a series of settlement agreements, culminating in the Final Settlement Agreement (“FSA”) dated March 26, 2007, attached hereto as **Exhibit A**.

8. The settlement agreements and the Massachusetts Superior Court (van Gestel, J.) appointed the Honorable John J. Martin (“Arbitrator”), retired judge of the United States District Court for the Southern District of New York, as the permanent arbitrator to resolve disputes between Donovan Sr. and the Donovan Siblings.

9. In the FSA (¶ 5), Donovan Sr. expressly disclaimed and invalidated any prior transfer, assignment, or pledge to Defendant with respect to the properties ultimately conveyed to Trust One.

10. Defendant directly participated in the FSA process through her own counsel and, as required by the FSA (¶ 9), Defendant executed a separate settlement agreement with the Donovan Siblings also dated March 26, 2007 (“Linda Donovan Settlement Agreement”), attached as **Exhibit B**, through which she settled, renounced, and/or released any rights she purported to have with respect to the properties ultimately conveyed to Trust One.

² Donovan Jr. passed away on April 25, 2015 and his estate represents his interests.

11. As required by the FSA (§ 6), Donovan Sr., the Donovan Siblings, and Defendant all appeared before the Arbitrator and the Massachusetts Superior Court, swearing under oath that they were freely and knowingly entering into the FSA and the Linda Donovan Settlement Agreement.

12. The FSA and the subsequent January 12, 2010 Trust Agreement (“Trust Agreement”), attached hereto as **Exhibit C**, created Trust One, naming Donovan Sr. as a beneficiary of Trust One, and settled it with certain properties owned by the Donovan Siblings.

13. Donovan Jr. was the initial Trustee of Trust One, and Plaintiff subsequently was appointed as successor Trustee upon Donovan Jr.’s untimely passing on April 25, 2015, as discussed below.

14. Under the Trust Agreement and the FSA, the Arbitrator is empowered to oversee aspects of Trust One’s administration and resolve disputes concerning Trust One and has the “discretion to award any remedy including sanctions, damages, attorneys fees.” Exhibit A, § 8.

15. The FSA (§ 2) and the Trust Agreement (§ 2.1) restricted Donovan Sr.’s beneficiary interest, including by prohibiting any transfer, assignment, or pledge of such interest.

16. Defendant has never been, and could not have been, designated as a beneficiary of Trust One.

17. Although the properties that initially settled Trust One are not at issue in this action, the FSA, the Linda Donovan Settlement Agreement, and the Trust Agreement establish that neither Donovan Sr. nor Defendant had any interest of any kind in those properties or any of Trust One’s assets.

18. These documents also establish that Defendant never had any interest of any kind in Trust One.

19. These documents further establish that Donovan Sr. only had a restricted beneficiary interest in Trust One that could not be transferred, assigned, or pledged.

20. In December of 2014, the Parties executed an Amendment to the Trust Agreement (“2014 Amendment”), attached hereto as **Exhibit D**, that, among other things, extended the term of Trust One from ten (10) years to the lifetime of Donovan Sr. and provided for the sale of certain Trust One properties and the purchase by Trust One of replacement property in the form of the Aiken Properties.

21. The 2014 Amendment (§ 9) provides that the Aiken Properties “shall be owned solely by Trust 1-JJD.”

22. The 2014 Amendment (§ 3) also provides that “any proposed transfer, pledge, gift or conveyance of Trust 1-JJD assets” are subject to the “sole discretion” of the Arbitrator and require his “prior written approval.”

23. On January 14, 2015, by the Arbitrator’s order, the Aiken Trust was formed to facilitate the purchase of the Aiken Properties, naming Plaintiff its Trustee and Trust One as the sole beneficiary. The Aiken Trust creation document is attached hereto as **Exhibit E**.

24. No other beneficiaries have ever been designated under the Aiken Trust.

25. On January 14, 2015, the two parcels comprising the Aiken Properties were purchased for \$457,500 and \$1,042,500 and transferred to the Aiken Trust pursuant to limited warranty deeds, recorded in the Aiken County Register of Deeds on January 16, 2015, attached hereto as **Exhibit F**.

26. On April 25, 2015, Donovan Jr. passed away as a result of terminal adrenal cancer.

27. Plaintiff was appointed the Trustee for Trust One, in addition to the Aiken Trust.

28. On April 27, 2015, a mere two days following the passing of Donovan Jr., Donovan

Sr. filed in the Aiken County Register of Deeds certain fraudulent, unlawful, and baseless documents including a “Life Estate, Will, and Option to Purchase Real Estate” attached hereto as **Exhibit G** (collectively, “2015 Aiken Filings”).³

29. Through the 2015 Aiken Filings, Donovan Sr., without any right to do so, and in violation of the terms of the FSA, the Trust Agreement, and the 2014 Amendment, attempted to grant Defendant the following rights in the Aiken Properties:

- A. An option to purchase [the Aiken Properties] on the terms and conditions hereinafter set forth;
- B. An exclusive life estate allowing Linda Donovan to live as if she has free title, including but not limited to renting, farming, paying all expenses, in peaceful enjoyment for her entire life; and
- C. At the death of John J. Donovan, Jr. (aka Professor Donovan), Linda is to receive clear title in the [Aiken Properties].

30. The 2015 Aiken Filings set forth the terms and conditions of the purported option to allow Defendant to purchase the Aiken Properties for \$375,000, well over \$1,000,000 less than the appraised fair market value in 2015.

31. This fraudulent attempt by Donovan Sr. and/or Defendant was carried out without the knowledge or consent of the Donovan Siblings, Plaintiff, or the Arbitrator.

32. On October 8, 2018, the Arbitrator entered an Order (“October 8, 2018 Arbitral Order”), attached hereto as **Exhibit H**, denying an application submitted by Donovan Sr. to be permitted to designate a beneficiary for his interest in Trust One on the basis that the FSA “clearly prohibits an attempt to transfer or encumber any interest in the trust except as part of a probate proceeding.”

33. The Arbitrator further noted in the October 8, 2018 Arbitral Order that “given the background of [Donovan Sr.]’s egregious conduct, additional misconduct in the future might lead

³ In this fraudulent document, Donovan Sr. referred to himself as “John J. Donovan, Jr. (aka Professor Donovan).”

to the forfeiture of his interest in the Trust...[g]iven this possibility, there is no reason to take any action that would give anyone some future expectation with respect to the assets in the Trust.” Exhibit H, pp. 1-2.

34. On January 7, 2019, the October 8, 2018 Arbitral Order was confirmed and adopted as a Final Order of the Massachusetts Superior Court, attached hereto as **Exhibit I**.

35. When the Donovan Siblings discovered Donovan Sr.’s fraudulent 2015 Aiken Filings, they petitioned the Arbitrator to sanction Donovan Sr.

36. In the course of the proceedings, on May 1, 2019, Donovan Sr. executed a “Stipulation by John J. Donovan, Sr,” attached hereto as **Exhibit J**, in which Donovan admitted that the 2015 Aiken Filings that he had secretly filed are “invalid, of no force and effect, and are void ab initio (¶ 1); that as beneficiary of Trust One, he did not “have the right or authority to transfer, assign or pledge any assets held by or for the benefit of Trust One;” (¶ 5) and he would not in the future attempt to, among other things, transfer, convey, or assign his beneficial interest in Trust One or Trust One assets (¶ 6).

37. On October 1, 2019, the Arbitrator issued an Order and Award (“October 1, 2019 Order”), attached hereto as **Exhibit K**, which found that Donovan Sr. had violated the FSA by, among other things, making the fraudulent 2015 Aiken Filings and ordering, among other things, that the fraudulent filings be corrected.

38. On October 30, 2019, the October 1, 2019 Order was confirmed and adopted as a Final Order of the Massachusetts Superior Court, attached hereto as **Exhibit L**.

39. In order to correct the fraudulent 2015 Aiken Filings, on January 9 and 10, 2020, Donovan Sr. and Defendant respectively executed a Quitclaim Deed and Release, recorded in the Aiken County Register of Deeds on January 28, 2020 (“2020 Corrective Deed”), attached hereto

as **Exhibit M**.

40. Via the 2020 Corrective Deed, Donovan Sr. and Defendant “release[d] and terminate[d] any and all right, title and interest that may have been granted in the” 2015 Aiken Filings.

41. Additionally, although Donovan Sr. and Defendant never had any interest in the Aiken Properties to begin with, they expressly conveyed via the 2020 Corrective Deed any interest they may have had in the Aiken Properties to Plaintiff, as the Trustee of the Aiken Trust.

42. On November 10, 2021, the Arbitrator entered an Award (“2021 Arbitral Award”), attached hereto as **Exhibit N**, further sanctioning Donovan Sr. by extinguishing his entire interest in Trust One based on findings that, by a purported *ex parte* emergency motion dated January 19, 2021, Donovan Sr. had brought unfounded, fraudulent allegations of forgery and tax fraud against the Donovan Siblings in their ongoing arbitration proceeding.

43. The 2021 Arbitral Award noted Donovan Sr.’s pattern of refusing to abide by the settlement agreements that he had made. Exhibit N, p. 6.

44. The 2021 Arbitral Award further noted that because Donovan Sr. continued to commit fraud despite the Arbitrator’s repeated warnings to him that further wrongdoing would result in the forfeiture of his beneficiary interest in Trust One, “enough is enough,” and Donovan Sr. “deserve[s] to be sanctioned to the fullest extent possible and that his interest in Trust One should be forfeited.” *Id.*

45. On May 3, 2022, a criminal trial concluded in Massachusetts Superior Court (Essex County) with a jury verdict against Donovan Sr. on, among other things, multiple forgery and fraud charges, and Donovan Sr. was sentenced on May 16, 2022 to two years in state prison, where he remains.

46. The 2021 Arbitral Award was confirmed and adopted as a Final Judgment of the Massachusetts Superior Court on August 18, 2022, attached hereto as **Exhibit O**.

47. Despite the foregoing and Plaintiff's demands, Defendant continues to occupy the Aiken Properties, and refuses to vacate despite her knowledge that she has no right to title, possession, use, or occupation.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

48. Plaintiff re-alleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

49. Plaintiff is Trustee of the Aiken Trust, the sole owner of the Aiken Properties in Aiken County, South Carolina, identified by TMS #'s 139-19-01-002 and 140-08-04-001.

50. The sole beneficiary of Aiken Trust has always been Trust One.

51. The 2021 Arbitral Award, as confirmed and adopted as a Final Judgment of the Massachusetts Superior Court, extinguished any interest Donovan Sr. had in Trust One.

52. Defendant never had any right or interest of any kind with respect to Trust One or its assets.

53. Even if she had any such right or interest, she settled, renounced, and/or released them.

54. Defendant never had any right or interest of any kind with respect to the Aiken Trust or its assets.

55. Even if she had any such right or interest, she settled, renounced, and/or released them.

56. Defendant has no right or interest of any kind with respect to the Aiken Properties.

57. Even if she had any such right or interest, she settled, renounced, and/or released

them.

58. Plaintiff has not granted Defendant any right to possess, use, or occupy the Aiken Properties or any right.

59. Plaintiff is entitled to declaratory relief from this Honorable Court declaring that Defendant has no legal claim of ownership in the Aiken Properties and has no legal right to possess, use, or occupy the Aiken Properties.

FOR A SECOND CAUSE OF ACTION
(Trespass)

60. Plaintiff re-alleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

61. By and through the actions and omissions described herein, Defendant has recklessly and intentionally caused an invasion of Plaintiff's interest in exclusive possession of the Aiken Properties.

62. As a result, Plaintiff has suffered and will continue to suffer loss of the full use and enjoyment of Plaintiff's property.

63. Consequently, Defendant is liable to Plaintiff for the tort of trespass, and Plaintiff is entitled to actual and punitive damages in an amount to be determined by a jury.

FOR A THIRD CAUSE OF ACTION
(Ejectment of Trespasser)

64. Plaintiff re-alleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

65. Plaintiff is Trustee of the Aiken Trust, the owner of the Aiken Properties in Aiken County, South Carolina, identified by TMS #'s 139-19-01-002 and 140-08-04-001.

66. The Aiken Properties are occupied by Defendant.

67. There is no tenancy or any other right of any kind granted to Defendant with respect to the Aiken Properties.

68. There is no rent being paid by Defendant to Plaintiff for the possession, use, or occupancy of the Aiken Properties.

69. Plaintiff has not consented and does not consent to Defendant's possession, use, or occupancy of the Aiken Properties.

70. Plaintiff requests that this Honorable Court issue an order to Defendant to immediately quit the premises.

WHEREFORE, Plaintiff prays this Court grant the following relief:

- A. Issue an Order declaring that Defendant has no legal interest in, or right to possess, use, or occupy, the Aiken Properties;
- B. Issue an Order to Defendant to immediately quit the premises;
- C. Grant Plaintiff judgment on each of the causes of action against Defendant;
- D. For punitive damages, costs of this action and attorneys' fees in an amount to be determined at trial;
- E. Pre-judgment and post-judgment interest; and
- F. For such other and further relief as the Court shall deem just and proper.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

s/Matthew L. Jepertinger

Matthew L. Jepertinger, S.C. Bar No. 104171

Michael W. Tighe, S.C. Bar No. 5574

Post Office Box 1390

Columbia, SC 29202-1390

Telephone: (803) 404-6900

Facsimile: (803) 404-6902

mattjepertinger@callisontighe.com

miketighe@callisontighe.com

November 17, 2022
Columbia, South Carolina

EXHIBIT A

Settlement Agreement between JJD, JJD Jr. and Four Siblings (the Parties):

1. Winsor, Graham, Garden, Tower, and Reeve properties will be sold through a controlled, luxury property auction process (Landrest, Sotheby's, JP King, etc). JJD Jr. oversees the sales process. JJD Jr., JJD and the Four Siblings release any and all claims to any mortgages or other property interests. All parties acknowledge that the Five Siblings are the sole owners, directly or indirectly, of all of the interests in the Properties. The proceeds will be allocated as follows: The amounts necessary to pay the capital gains taxes that are generated from the sales, 20% of remainder to JJD trust, and 80% of remainder to Four Siblings trust.

2. Three trusts will be established and funded as outlined below. The trustees will be instructed to invest the cash assets into U.S. Government Bonds and no distributions are allowed for the term of the trusts except as defined herein, and the beneficial interest can not be transferred, assigned or pledged during the term of the trust (except in the case of a death transfer). The Properties in trust may be sold at fair market value but all proceeds/cash shall remain in trust. After real estate taxes are paid, the Trustees may use interest income or rental income generated by the trust to pay for expenses related to the properties owned by the trust; the trustee can not make any payments from trust principle. Judge Martin may remove the trustee if he determines that the trustee has violated this agreement.

Trust 1 - JJD:

- Beneficiary: JJD, or a trust for the benefit of JJD
- Trustee: JJD Jr.
- Term: The sooner of: the time of JJD's death or 10 years or the term may be shortened to 6 years if Judge Martin (or his successor) finds that JJD has acted in good faith. Upon termination of the trust the assets of the trust shall be distributed to the beneficiary or its designee.
- Devon Glen
- Vermont
- 20,000 options in CellExchange, subject to approval from CellExchange.
- \$1.5M line of credit on Devon Glen (to be paid off using the 20% proceeds from paragraph #1).
- Sagamore lands: 50% interest in an entity which owns all of the Hamilton land and a 7.4 acre parcel in Essex,
- All furniture, rugs, art, boats, cars, farm equipment, etc from any of the properties which are the subject of this agreement.
- Any property owned by the trust can be sold at any time for fair market value but all proceeds / cash shall remain in the trust; however, the trust may purchase replacement property at fair market value with the approval of the arbitrator.
- Cash: 20% of net proceeds from paragraph #1
- Distributions are limited to interest income after payment of the property taxes on properties owned by the trust and other expenses related to properties owned by the trust. The trustee can not make any distributions from trust principle.

Trust 2 -- Four Siblings:

- Beneficiaries: 4 Siblings, or a trust for the benefit of the 4 Siblings.
- Trustee: Professional Trustee
- Term: 10 years, or the term may be shortened to 6 years if Judge Martin (or his successor) finds that the Four Siblings have acted in good faith. Upon termination of the trust the assets of the trust shall be distributed to the beneficiaries or its designees.
- Segamore land: All land in Ipswich and Essex, excepting a 7.4 acre parcel in Essex;
- Any property owned by the trust can be sold at any time for fair market value but all proceeds / cash shall remain in the trust; however, the trust may purchase replacement property at fair market value with the approval of the arbitrator.
- Cash: 80% of net proceeds from paragraph #1
- Distributions are limited to interest income after payment of the property taxes on properties owned by the trust and other expenses related to properties owned by the trust. The trustee can not make any distributions from trust principle.

Trust 3 -- JJD Jr.:

- Beneficiary: JJD Jr. or a trust for the benefit of JJD Jr.
- Trustee: JJD Jr.
- Term: 10 years or the term may be shortened to 6 years if Judge Martin (or his successor) finds that JJD Jr. has acted in good faith. Upon termination of the trust the assets of the trust shall be distributed to the beneficiary or its designee.
- Segamore land: 50% interest in an entity which owns all of Hamilton land and a 7.4 acre parcel in Essex;
- Seagate Main House
- Any property owned by the trust can be sold at any time for fair market value but all proceeds / cash shall remain in the trust; however, the trust may purchase replacement property at fair market value with the approval of the arbitrator.
- Distributions are limited to interest income after payment of the property taxes on properties owned by the trust and other expenses related to properties owned by the trust. The trustee can not make any distributions from trust principle.

3. The approximately \$650,000 held on behalf of JJD will be paid out in the following manner: \$250,000 to pay the current and outstanding property tax bills that JJD is obligated to pay; \$150,000 to be paid to Judge Martin for current bills, to the Five Donovan Siblings for past bills from Judge Martin to JJD that were paid by the Five Donovan Siblings and to be held as a retainer by Judge Martin for future bills; \$100,000 to the Four Siblings; and \$150,000 held in escrow by Judge Martin to pay the taxes on the Winsor, Garden, Graham and Tower properties until such time they are sold and if such funds are exhausted prior to the sale of these properties, JJD obligations under the ISA to pay such taxes shall resume.

4. ISA, MSA, and FSA remain in effect, including the ISA, MSA and FSA releases remain in full force and effect and all claims are released except the Four Siblings' claims relating to sexual abuse. FSA is amended by the provisions herein.
5. JJD represents that he has no interest or claims in the Properties or Entities and, other than purported transfers to Linda, which he explicitly invalidates and agrees to take any such action as necessary to invalidate, he has not transferred, assigned, pledged or encumbered to anyone or in any way any claims or alleged interests.
6. All parties and counsel meet with Judge Martin and explain amendments and the parties' intentions. All parties shall swear under oath on the record before Judge Martin and a court reporter to the agreement as amended and the executable documents resulting from this agreement and all Parties' counsel shall acknowledge and represent to Judge Martin, on the record, that they have advised their clients and that their clients, to their knowledge, are acting of their own free will and consent. All parties and counsel shall make these same representations before Judge van Gestel or the justice then assigned to the first session of the Business Litigation Session.
7. All suits brought/caused by JJD dropped with prejudice (e.g., Bermuda).

All arbitration actions brought by the Four Siblings, JJD Jr. or JJD will be withdrawn. The Four Siblings will explain to Judge Martin that they have no intention of bringing an action regarding the sex abuse unless they determine that JJD is acting in bad faith.
8. Judge Martin has discretion to award any remedy including sanctions, damages, attorneys fees, out of any of the three trusts for any reason, including: a party causing a third party to bring a suit or other action against another party, or judgments or claims for damages by a party.
9. Linda, JJD Jr. and the Four Siblings sign the attached settlement agreement.
10. JJD Jr. will work in good faith to help settle the Rosenbaum divorce case and correct misinformation that JD or his attorneys supplied to Eric Rosenbaum or his attorneys.
11. The parties hereby agree that this is an enforceable, binding agreement. The Parties intend to prepare and sign the executable documents, which follow from this agreement, within 21 days. If the Parties cannot agree on what executable documents are required or the language therein, the arbitrator shall have all the same authority as stated in the Mediation Settlement Agreement relating to his determination of final settlement agreement documents, and the arbitrator shall determine such documents as are necessary and the language therein, and shall order the proper execution of those documents. If the arbitrator determines that any Party is not acting in good faith to implement this agreement, or if the arbitrator determines that Linda Donovan is not acting in good faith to implement the attached term sheet, the arbitrator may declare this agreement null and void, thereby returning the Parties to their respective legal positions as if this agreement never were signed.

12. The failure of any Party to meet his or her obligation in this agreement may be waived by the other Parties.

By signing below, each of the parties hereto acknowledges that this is a binding and enforceable contract.

Prof. John Donovan March 26, 2007 John Donovan, Jr. March 26, 2007
Date Date

Carolyn Rosenbaum Date

James Donovan Date

Maureen Lantz Date

Rebecca Brown Date

12. The failure of any Party to meet his or her obligation in this agreement may be waived by the other Parties.

By signing below, each of the parties hereto acknowledges that this is a binding and enforceable contract.

John Donovan Date

John Donovan, Jr. Date

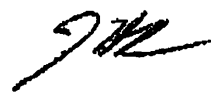
Carolyn Rosenbaum Date

James Donovan Date

Maureen Lantz Date

 3/24/07

Rebecca Brown Date



12. The failure of any Party to meet his or her obligation in this agreement may be waived by the other Parties.

By signing below, each of the parties hereto acknowledges that this is a binding and enforceable contract.

John Donovan _____ Date

John Donovan, Jr. _____ Date

Carolyn Rosenbaum _____ Date

 3/20/07
James Donovan _____ Date

Maureen Lantz _____ Date

Rebecca Brown _____ Date

12. The failure of any Party to meet his or her obligation in this agreement may be waived by the other Parties.

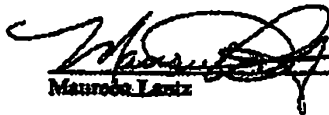
By signing below, each of the parties hereto acknowledges that this is a binding and enforceable contract.

John Donovan Date

John Donovan, Jr. Date

Carolyn Rosenbaum Date

James Donovan Date

 3-26-07

Maureen Lantz Date

Rebecca Brown Date

12. The failure of any Party to meet his or her obligation in this agreement may be waived by the other Parties.

By signing below, each of the parties hereto acknowledges that this is a binding and enforceable contract.

John Donovan Date

John Donovan, Jr. Date

Carolyn Rosenbaum 03/06/07

Carolyn Rosenbaum Date

James Donovan Date

Maureen Lantz Date

Rebecca Brown Date

3934727v.1

EXHIBIT B

Settlement Agreement between Linda, JJD Jr., and the Four Siblings (the Parties)

- 1 This agreement is contingent upon the signing and execution of the attached settlement agreement between JJD, JJD Jr. and the Four siblings. Neither Linda, JJD Jr., nor the Four Siblings will challenge the attached settlement agreement.
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- 7 Linda, JJD Jr. and the Four Siblings will swear under oath before Judge Van Gestel and a court reporter to no. 6 and that they are fully aware of approve and will not challenge the terms of either Agreement.

Linda Donovan

Date _____

John Donovan, Jr. 3/26/06
Date

John Donovan, Jr.

Date _____

Carolyn Rosenbaum

Date _____

James Donovan

Date _____

Maureen Lantz

Date _____

Rebecca Brown

Date _____

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Date_____
John Donovan, Jr._____
Date_____
Carolyn Rosenbaum_____
Date_____
James Donovan_____
Date_____
Maureen Lantz_____
Date_____
Rebecca Brown_____
Date

 3/26/07

JJD

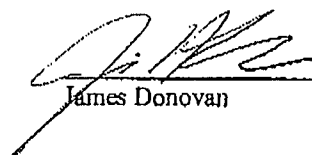
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John Donovan, Jr. Date

Carolyn Rosenbaum Date

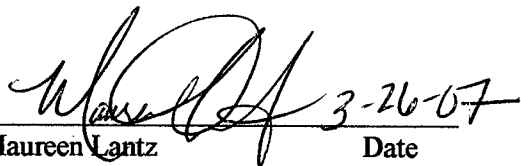
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 3-26-07

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John Donovan, Jr. Date

Carolyn Rosenbaum 03/28/07

Carolyn Rosenbaum Date

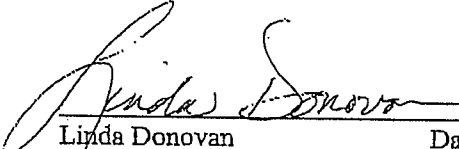
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 John Donovan, Jr. Date

 Carolyn Rosenbaum Date

 James Donovan Date

 Maureen Lantz Date

 Rebecca Brown Date

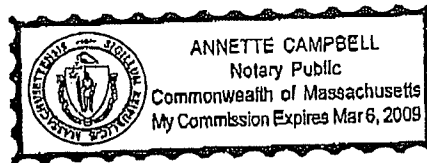
COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this 27th day of March, 2007, before me, the undersigned notary public, personally appeared Linda Donovan, proved to me through satisfactory evidence of identification which was Ma License, to be the person who name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Anette Campbell
Notary Public

My Commission expires: 3-6-09



RELEASE OF INTEREST IN REAL PROPERTIES

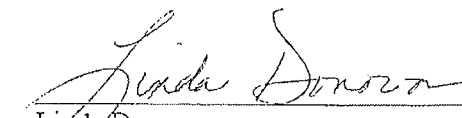
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Linda Donovan, individually and on behalf of her affiliates and/or any entity in which she holds a controlling interest, directly or indirectly (collectively, "Donovan"), with an address of P.O. Box 550, Hamilton, Massachusetts, hereby unconditionally and forever waives, discharges and releases any and all right, title and interest (including but not limited to options for life estate, options to purchase real estate, lease rights, rights as landlord or agent, rights of first refusal and/or any other interest which may affect any real property), Donovan has, may have had, may have been granted or which she may have received, at any time and in any manner, from any individual (including her husband, John J. Donovan, Sr.), or from any entity (including Cambridge Executive Enterprises, Inc., or any other affiliate of John J. Donovan, Sr. or Linda Donovan), in and to any real property (1) which is listed on the attached Schedule A, and/or (2) which is owned or which was or were ever owned at any time, directly or indirectly, by any of Pomfret Mountain View LLC, Devon Glen Realty Trust, Devon Glen Limited Partnership, Seagate Smith's Point Realty Trust, Seagate Smith's Point Limited Partnership, Seagate Smith's Point LLC, Donovan Conservation LLC, Sagamore Hill LLC, Sagamore Realty Trust, John J. Donovan, Jr., James H. Donovan, Carolyn Donovan Rosenbaum, Maureen D. Lantz and/or Rebecca M. Brown, and/or (3) which is or are located anywhere in Ipswich, Essex, Manchester or Hamilton, Massachusetts, Pomfret, Vermont or St. George's Parish, Bermuda.

Donovan represents that there is no other real property in which she directly or indirectly received an interest, or could be purported to hold an interest from her husband John J. Donovan Sr., or any of his affiliates, other than those listed on Schedule A or in 1 through 3 above.

The release of interests herein shall affect any and all purported or valid interests in the property described above that Donovan may have been granted by her husband John J. Donovan Sr. or any other individual or entity, said interests being forever waived, discharged and released and of no further force and effect. Donovan agrees to execute any and all additional documents, as may be necessary, at any time, to effectuate the intentions of this release.

This release shall be binding upon the heirs, successors and/or assigns of Donovan.

IN WITNESS WHEREOF, I have set my hand and seal this 2nd day of Nov, 2007.


Linda Donovan

COMMONWEALTH OF MASSACHUSETTS

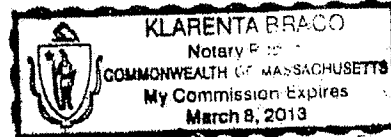
Emey, ss.
MA

On this 02 day of November, 2007, before me, the undersigned notary public, personally appeared Linda Donovan, proved to me through satisfactory evidence of identification which were MARR 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.

Klarenta Braco

Notary Public

My Commission Expires:



SCHEDULE ASeagate Smith's Point Realty Trust

1. Deed from Kenneth M. Graham to G. D'Andelot Belin and Richard A. Howard, Trustees of Smith's Point Realty Trust, dated June 30, 1982, recorded with the Essex South Registry of Deeds in Book 6998, Page 399, for 5.29 acres of land at Smith's Point, Manchester and Manchester Assessor's Map No. 20/0/16 (2.143 acres) (19 Smith's Point Road) (according to assessor's records, but shown on the Assessor's Map as 17 Smith's Point Road/4.200 acres).
2. Deed from John J. Donovan to Stephen P. Lindsay and Mark C. Sullivan, Trustees of the Smith's Point Realty Trust, dated June 14, 1984, recorded with the Essex South Registry of Deeds in Book 7435, Page 48, for property located at Smith's Point, Manchester and Manchester Assessor's Map No. 20/0/14 (2.153 acres) (12 Smith's Point Road).
3. Deed from Kenneth Merle Graham to Stephen P. Lindsay and Mark C. Sullivan, Trustees of the Smith's Point Realty Trust, dated December 2, 1984, recorded with the Essex South Registry of Deeds in Book 8168, Page 464, for property located at Smith's Point, Manchester and Manchester Assessors' Map No. 20/0/12.
4. Deed from John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of the Bartol Property Acquisition II Realty Trust, to John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of the Smith's Point Realty Trust, dated July 27, 1995, recorded with the Essex South Registry of Deeds in Book 13122, Page 388, for property located at Smith's Point, Manchester and Manchester Assessors' map No. 20/0/10 (10 Smith's Point Road).
5. Deed from John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of the Bartol Property Acquisition Realty Trust, to John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of the Smith's Point Realty Trust, dated August 7, 1995, recorded with the Essex South Registry of Deeds in Book 13137, Page 347, for 1.3 acres of land located at Smith's Point, Manchester and Manchester Assessor's Map No. 20/0/28 (1.373 acres) (25 Smith's Point Road).
6. Deed from John J. Donovan and Alan H. Roth, Trustees of the Bartol Property Acquisition III Realty Trust, to John J. Donovan, Jr. and Alan H. Roth, as Trustees of Seagate Smith's Point Realty Trust, dated June 14, 2000, recorded with the Essex South Registry of Deeds at Book 16399, Page 152, for property located at Smith's Point, Manchester and Manchester Assessor's Map No. 20/0/26 (1.843 acres) (17 Smith's Point Road).

Devon Glen Realty Trust (Restated)

7. Deed from Devon Glen Limited Partnership to John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of The Devon Glen Realty Trust (Restated), dated April 28, 1997, recorded with the Essex South Registry of Deeds in Book 14085, Page 597, for property at 482 (formerly 484) Bay Road, Hamilton and Hamilton Assessor's Map Nos. 57/109, 48/11 and 48/10 (482 Bay Road).

Devon Glen Limited Partnership

8. Deed from Brian Michaud and Joy Michaud Wing, Trustees of 65 Cutler Road Nominee Trust, to Devon Glen Limited Partnership, dated August 5, 2002, recorded with the Essex South Registry of Deeds in Book 19037, Page 167, for property on Cutler Road, Hamilton and Hamilton Assessor's Map Nos. 30/4.

Pomfret Mountain View LLC

9. Deed from John J. Donovan to Pomfret Mountain View LLC, dated April 6, 1998, recorded with the Pomfret Town Clerk's Office in Book 48, Page 269, for property on North Pomfret Road, South Pomfret, Vermont and Pomfret Assessor's Map Nos. 0124 and 0124A.
10. Deed from Woodstock Resort Corporation to Pomfret Mountain View LLC, dated June 30, 2000, recorded with the Pomfret Town Clerk's Office in Book 51, Page 560, for property off Stage Road, South Pomfret, Vermont and a portion of Pomfret Assessor's Map No. 0100L.
11. Deed from The Teago Fire Department, Inc. to Pomfret Mountain View LLC, dated July 17, 2001, recorded with the Pomfret Town Clerk's Office in Book 53, Page 591, for property off Pomfret Road, Pomfret, Vermont.

Donovan Conservation LLC (f/ka Sagamore Hill LLC)

12. Deed from John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of The Sagamore Property Acquisition Realty Trust to Sagamore Hill LLC, dated July 25, 1996, recorded with the Essex South Registry of Deeds in Book 13681, Page 471 (no property address given) and Essex Assessor's Map No. 12/52/H (Western Ave Rear).
13. Deed from John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of The Sagamore Property Acquisition Realty Trust to Sagamore Hill LLC, dated as of August 23, 1996, recorded with the Essex South Registry of Deeds in Book 13724, Page 199 (27.950 acres, Essex and Ipswich; Candlewood Road) and Essex Assessor's Map No. 16/4 (Choate Street); Ipswich Assessor's Map No. 68/029/0 (32 Candlewood Road).

14. Deed from John J. Donovan, Jr. and Charles K. Stefanidakis, Trustees of The Sagamore Property Acquisition III Realty Trust to Sagamore Hill LLC, dated March 3, 1997, recorded with the Essex South Registry of Deeds in Book 13997, Page 429, for property at 59 (formerly 53) Candlewood Road, Ipswich and Ipswich Assessor's Map Nos. 68/030/0 (57 Candlewood Road), 68/009/0 (59 Candlewood Road), and 68/009C/0 (71 Candlewood Road), 68/008A/0, and 68/031/0.
15. Deed to Sagamore Hill LLC, dated April 6, 1998, recorded with the Essex South Registry of Deeds in Book 14739, Page 116, for fourteen parcels of land in Essex, Ipswich and Hamilton, Massachusetts.
16. Deed from John J. Donovan, Jr., Trustees of the Sagamore Property Acquisition V Realty Trust to Sagamore Hill LLC, dated April 6, 2001, recorded with the Essex South Registry of Deeds in Book 17050, Page 263, for property at 315 Sagamore Street, Hamilton and Hamilton Assessor's Map No. 34/5 (315 Sagamore Street).
17. Deed from 30 Belcher Street, LLC to Donovan Conversation LLC, dated November 9, 2001, recorded with the Essex South Registry of Deeds in Book 18032, Page 504, for property located off Belcher Street, Essex and portion of Essex Assessor's Map No. 12/1.
18. Deed from John J. Donovan, Jr. and Alan H. Roth, Trustees of The Sagamore Property Acquisition IV Realty Trust to Sagamore Hill LLC, dated October 24, 2000 filed with the Essex South Registry of Deeds District of the Land Court as Document No. 374039 for property on Sagamore Street, Hamilton and Hamilton Assessor's Map No. 25/1.

Bermuda

19. "Winsor House", 34 Tucker's Town, St George's Parish in the Islands of Bermuda.

EXHIBIT C

TRUST AGREEMENT

John J. Donovan, Jr. of Manchester, Massachusetts, in his capacity as trustee (hereinafter with its successors in trust called the "Trustee") hereby declares and covenants that the Trustee has received the property described in Schedule A, in trust, and it will hold, manage, invest and reinvest the same, together with any other property hereafter purchased by, owned by, conveyed, assigned or transferred to the Trustee, as Trustee hereunder, or added to the Trust by gift or will, and accepted by the Trustee, and any other property however acquired by the Trustee hereunder, and, after paying or making provision for all proper expenses of administration, will dispose of the income and principal upon the trusts and subject to the terms, provisions and conditions hereinafter set forth. Such property shall be held in trust for the sole benefit of John J. Donovan.

ARTICLE FIRST

NAME AND NATURE OF TRUST

1.1 Name. This Declaration of Trust may be referred to as the "Trust One JJD of _____, _____, 20__." This Trust shall be irrevocable and not subject to amendment or alteration except as set forth in Section 1.2.

1.2 Trustee's Power to Amend. The Trustee may amend this Declaration of Trust if it is determined that such amendment is appropriate (a) to cure ambiguities, inconsistencies or defects in this Declaration of Trust, (b) to enable the Trustee more effectively to carry out a purpose or wish expressed in this Declaration of Trust, or (c) for the more convenient or efficient administration of any trust hereunder. Any such amendment shall be made by a writing signed by the Trustee and a copy delivered to the then beneficiaries. This power to amend shall be exercisable by the Trustee only in a fiduciary capacity and shall be exercisable (1) upon written approval of the Honorable John S. Martin, Jr., or his successors, (hereinafter, "Justice Martin") until the Transfer Date, as hereinafter defined in section 2.3; or (2) after the Transfer Date, upon consent of the Trustee.

ARTICLE SECOND
DISPOSITION OF TRUST PROPERTY

2.1 **Disposition of Income and Principal.** The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

From the date of this Trust to the Transfer Date, so much of the net income of the Trust, as the Trustee deems advisable, shall be paid to or applied for the payment of real estate taxes and municipal assessments due and owing for any real property owned by the Trust. After the payment of real estate taxes and municipal assessments, and at the sole discretion of the Trustee, interest income may be paid to or applied for the benefit of the beneficiaries. Any income not so paid or applied may be added to principal or may be held for later payment to or application for each beneficiary, or addition to principal, as the Trustee determines in its sole discretion. From the date hereof to the Transfer Date, the Trustee shall invest any and all cash assets of the Trust in U.S. Government Bonds, unless authorized otherwise by Justice Martin. The Trustee shall not make any distributions of Trust principal to any beneficiary from the date hereof to the Transfer Date. The interests of any and all beneficiaries shall not and may not be transferred, pledged, assigned or sold until the Transfer Date, and thereafter only upon the written consent of the Trustee, which shall be in the Trustee's sole and exclusive discretion.

After the Transfer Date, The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as it determines, in its sole discretion.

2.2 **Disposition of Real Property.** Real property owned by the Trust may be sold, in whole or in part, by the Trustee in its discretion, provided, however, that from the date hereof to the Transfer Date, any such sale must be at fair market value and must have the prior written approval of Justice Martin, or his successor. All proceeds from such sale(s) shall remain in the Trust and shall be invested and may be distributed only as set forth herein. The Trust may

purchase replacement property at fair market value for any property sold, provided however, that from the date hereof to the Transfer Date, any such purchase of replacement property must have the prior written approval of Justice Martin, or his successor.

2.3 Transfer Date. The Transfer Date shall be the earliest of the following to occur: the date of the death of John J. Donovan, Sr.; ten years from the effective date of this Trust; or six years from the effective date of this Trust if, and only if, Justice Martin determines that the Trustee and beneficiaries have acted in good faith with respect to the management of this Trust and compliance with the terms of that certain Final Settlement Agreement of March 26, 2007 between John J. Donovan, Sr., John J. Donovan, Jr., James H. Donovan, Carolyn D. Rosenbaum, Maureen D. Lantz, Rebecca M. Donovan and Linda Donovan, as the same may be amended from time to time (hereinafter, the "FSA"). Upon the Transfer Date, the Trustee shall have the full power, authority and discretion to manage and administer this Trust and its assets, for the benefit of the beneficiaries, as permitted by law and the terms hereof without the requirement of any prior approvals from Justice Martin, or his successor.

2.4 Limitation Trustees' Discretionary Powers. A Trustee may not participate in any exercise of discretionary powers that would discharge a personal legal obligation of that Trustee.

ARTICLE THIRD SUCCESSION OF TRUSTEES

3.1 Change of Trustees. A Trustee may resign at any time, such resignation to be effective when delivered to any co-trustee and/or to the designated independent manager for this Trust. Any vacancy in the office of trustee, whether created by resignation, removal or otherwise, may be filled only by the designated independent manager. The appointed Trustee must be a disinterested party with respect to the Trust assets and any beneficiaries and may not be the designated independent manager. The designated independent manager may remove and/or replace a Trustee at any time and this shall be the designated independent manager's sole power and authority with respect to this Trust, unless specifically stated otherwise herein. The

designated independent manager must be a disinterested party with respect to the Trust Assets and any beneficiaries and may not be the Trustee. The designated independent manager may resign at any time, such resignation to be effective when delivered to any Trustee and to the beneficiaries. The designated independent manager shall name its successor. If there shall be a vacancy in this position and no successor is named, the designated independent manager shall be appointed by a vote of the majority of the then beneficiaries of this Trust.

Any such removal and appointment, and the acceptance by such Trustee, shall be by an instrument in writing signed and acknowledged by each signatory before a notary public, and shall take effect simultaneously as of a date specified in said instrument which is not earlier than thirty days after delivery of a copy of such instrument to the trustee being so removed.

Until the Transfer Date, the independent manager shall be Justice Martin, or his successor. Upon the Transfer Date, Justice Martin, or his successor, shall resign as independent manager, and the next independent manager shall be determined by John J. Donovan, Jr.

3.2 Incapacity of Trustee. If the Trustee shall become incapable of performing the duties of trustee by reason of advanced age or mental or physical incapacity, the determination in writing of such incapacity, if made in good faith and if supported by a certificate to that effect by a physician, shall terminate such trusteeship and shall be binding upon all persons interested.

ARTICLE FOURTH GENERAL ADMINISTRATIVE PROVISIONS

4.1 Income. Except as otherwise provided, all accumulated, accrued and undistributed income of a deceased income beneficiary which has not been paid prior to the death of such person shall be income of the next succeeding estate.

4.2 Accounting. The Trustee hereunder shall from time to time render an

account to each income beneficiary and, if requested, to Justice Martin or his successor; provided, however, that if the Trustee has received notice that a guardian, conservator, executor or other fiduciary has been appointed for an income beneficiary, the account shall be rendered to such fiduciary. "Income beneficiary" shall mean each person who is eligible to receive income from the Trust during the period covered by the account. The assent to such account by a majority of such income beneficiaries and fiduciaries shall fully discharge the Trustee as to all matters included in such account or reflected thereby. The failure of any income beneficiary or fiduciary to object to any account by a writing received by the Trustee within sixty days after the delivery to such person of a copy of the account shall be deemed to be an assent by such person.

4.3 Spendthrift Clause. No person to whom any reversionary, future or expectant interest in this Trust, nor any person entitled to any income from this Trust, shall have power to alienate or dispose of such interest or income by anticipation or to subject the same to such person's debts or liabilities. The interest of a beneficiary in this Trust shall not be subject to be taken by his or her creditors by any process.

4.4 Disclaimers by Beneficiaries. A beneficiary, with the prior written consent of the Trustee, may disclaim all or any part of his or her interest in the Trust, before or after such interest is accepted, and before or after it is vested, for any period of time, by filing an appropriate writing with the Trustee. The Trustee shall not consent to such disclaimer if the Trustee in its discretion believes such disclaimer shall not be informedly made, not in the best interest of the beneficiary, not in accord with the purposes of this Trust, or an attempt to circumvent the provisions hereof prohibiting anticipation and alienation of interests, or if it imposes additional duties on the Trustee which the Trustee does not want to accept.

ARTICLE FIFTH TRUSTEE PROVISIONS

5.1 Discretionary Powers. Whenever in this Declaration of Trust the Trustee is empowered to make a determination, it shall have absolute discretion in making such determination, unless otherwise specifically provided. The exercise of any discretion by the

Trustee, if made in good faith, shall be conclusive and binding upon all persons interested.

5.2 Disclaimers and Releases by Trustee. The Trustee may at any time disclaim or release any power in whole or in part by an instrument in writing, signed and delivered to any co-trustee or if none, to the designated independent manager. Any disclaimer or release of a power by a Trustee may be upon such conditions as the Trustee specifies. In addition, the Trustee may disclaim any interest in property. A disclaimer or release by a Trustee shall be binding upon the successors to the Trustee unless the Trustee specifies otherwise. Such rights of the Trustee are subject to the prior written approval of Justice Martin until the Transfer Date.

5.3 Certificate by Trustee. A written statement by the Trustee at any time as to facts relative to this Trust may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or other person dealing in good faith with the Trustee in reliance upon such statement.

5.4 Bond. No Trustee shall be required to give bond or furnish surety on any bond required by law.

5.5 Liability of Trustee. No Trustee shall be liable for the acts or omissions of any co-trustee, prior trustee or person administering any estate. Unless requested in writing by a beneficiary, a Trustee shall not be obligated to inquire as to any such acts or omissions or to ascertain that the property transferred to him is the entire Trust property.

5.6 Delegation to Co-Trustees. Whenever there is more than one trustee hereunder, the Trustee may delegate any trustee powers and discretions to a co-trustee for such period or periods of time as the Trustees may agree; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust may not be delegated to such Trustee under this section.

5.7 Compensation. The Trustee shall be entitled to reasonable compensation,

which may be charged to income only.

5.8 Powers of Trustee. Except as may be specifically provided otherwise in this Declaration of Trust, the Trustee shall have wide discretion in matters of the management of Trust property, and the following enumeration of specific powers is not intended to exclude other powers reasonably incidental to such management. Except where specifically provided otherwise in this Declaration of Trust, the Trustee shall have in addition to those powers conferred by law or otherwise the following powers, privileges and exemptions, which may be exercised and invoked in the Trustee's absolute discretion:

(a) To invest and reinvest the cash assets of this Trust in U.S. Government Bonds, or other investments as may be approved by Justice Martin, prior to the Transfer Date and to invest and reinvest such cash assets of the Trust as the Trustee deems advisable, in its sole discretion, after the Transfer Date.

(b) To manage real property; including but not limited to the authority to sell, transfer or convey such property, to purchase replacement property, to lease such property and to collect and receive rents and income from such property, provided however, that from now until the Transfer Date the Trustee must receive the prior written approval of Justice Martin, or his successor, to sell, transfer or convey such property or purchase replacement property,

(c) To sell any Trust property at public or private sale upon such terms and conditions as the Trustee deems advisable; to exchange or partition all or any part of the property of any trust, real or personal, at any time held, to purchase or exercise any form of option or right to purchase securities or other property; to execute any and all deeds and other instruments necessary or appropriate to accomplish the foregoing, with or without covenants, warranties or representations. From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor,

(d) To receive additions to the Trust by gift or will, or otherwise, and to hold and administer the same under the provisions hereof, except that from the date hereof to the

Transfer Data, the trustee may not receive additions to the Trust by gift or will, or otherwise

(e) Pursuant to the terms herein, to make any division or distribution in cash or in kind or in undivided interests in specific property or partly in each, at then current values, without regard to the basis or other income tax attributes of specific property allocated to any beneficiary (including any trust which is a beneficiary).

(f) To make any payment or distribution directly to a beneficiary, who is a minor or who is otherwise incompetent, or to such beneficiary's guardian, conservator or custodian under the Uniform Transfers to Minors Act, or to a relative for such beneficiary's use or any trust then being held for such beneficiary.

(g) To employ accountants, attorneys-at-law and other professionals, and to rely upon their opinions; to employ a trustee or a firm in which a trustee has an interest to perform necessary services for the trust on customary terms.

(h) To determine in accordance with IRS tax rules what shall belong and be chargeable to principal and what shall belong and be chargeable to income; to amortize or not amortize bond premiums in accordance with IRS tax rules; to retain reserves out of income for expenses, taxes and other liabilities; if any trust property is subject to actual depreciation, depletion or obsolescence, to retain or not retain reasonable reserves out of income, irrespective of any change in the market value of such trust property.

(i) To settle, by compromise, arbitration or otherwise, any and all taxes on future interests and any and all other claims and demands in favor of or against or in any way relating to Trust property, upon such terms as the Trustee determines.

(j) To investigate, prevent and remediate violations or possible violations of Federal, state or local law regarding substances posing a hazard to the environment or to human health which may be applicable to any property held by the Trustee; to undertake such actions prior to the formal enforcement of such laws by any Federal, state or local agency against Trust

property; to charge all expenses associated with any such investigation, prevention or remediation, including the fees of consultants and counsel, against the income or principal of this Trust.

(k) To retain in the form received any property or undivided interests in property donated to or otherwise acquired as a part of the Trust estate, including residential property, and to exchange any such property for other properties and to retain such properties in exchange.

(l) To borrow money and to encumber, mortgage or pledge any asset of the Trust estate upon such terms and conditions as the Trustee deems advisable to carry out the intent of this Trust; except that from the date hereof to the Transfer Date, the Trustee may not encumber, mortgage or pledge any asset of the Trust estate

(m) To make ordinary or extraordinary repairs or alterations to the buildings or structures on any real property of the Trust, out of income.

(n) To compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the Trust estate as the Trustee deems advisable, in its sole discretion. Except that from the date hereof to the Transfer Date the Trustee will not use any asset of the Trust estate to pay for the compromise, adjustment, arbitration, law suit or defense, abandonment or settlement of claims in favor of or against the Trust estate or John Donovan without the prior written approval of Justice Martin, or his successor.

(o) In general, to exercise all powers in the management of the Trust estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem prudent, and to do all acts which it may deem necessary or proper to reasonably maintain the assets of this Trust, whether personal or real, carry out the purpose of this Trust.

Notwithstanding anything to the contrary herein, from the date hereof until the Transfer

Date, the Trustee shall manage any assets transferred to and held by the Trustee in accordance with the terms of this document and the direction of Justice Martin, or his successor, and shall be required to make any payments, transfers, or demands, ordered by Judge Martin or his successor

5.9 Trustee May Assume Investment Responsibility. The Trustee may assume responsibility for the investment of all or part of the Trust property, and the Trustee shall have no liability with respect to such investments, except as may otherwise be directed by Justice Martin, or his successor.

5.10 Acquisition and Retention of Certain Assets. The Trustee is authorized to use trust principal, including the entire principal of the Trust, to purchase any property or interest in property, real or personal, in which the Trustee has an interest. The Trustee may retain indefinitely or for such other period as the Trustee may determine any such property or interest in property so purchased by the Trustee, or any property given to the Trustee by any other person, or received from any estate, whether or not the property is income producing and without regard to the proportion which the value of the property may bear to the total value of the Trust even if such retention involves business or financial risks that trustees would not ordinarily incur. The Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this section.

From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

5.11 Real Estate. The Trustee may acquire or retain real property, whether or not income producing, for long term investment or the rent free use of one or more of the beneficiaries eligible to receive the income from that trust, upon such equitable terms as the Trustee determines.. The Trustee may execute, assume or redeem any note or mortgage on such real property, with the Trust income or principal or both, and may pay taxes, insurance premiums and general expenses of upkeep, maintenance and repair with respect to such property

From the date hereof to the Transfer Date, no power in this paragraph can be exercised

without the prior written approval of Justice Martin.

5.12 Investment Advisors. The Trustee may employ investment advisors and consult with them on all matters relating to the purchase, retention or sale of trust property. The Trustee may act upon the advice of such advisors in whole, or to such extent as he determines, and to the extent that the Trustee follows the advice of such advisors, the Trustee shall not be liable for losses or other consequences therefrom. The Trustee may pay any investment advisor reasonable compensation as a Trust expense, which may be charged to income only. An appropriate adjustment shall be made in the compensation of the Trustee to reflect the change in his/her duties which results from such employment.

ARTICLE SIXTH
MISCELLANEOUS PROVISIONS

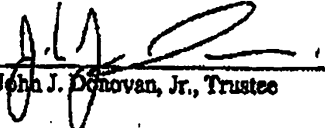
6.1 **Applicable Law.** This Declaration of Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and its validity and administration shall be governed by said laws except with respect to such assets as are required by the law controlling to be governed by the laws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

6.2 **References.** References in this Declaration of Trust to the masculine shall include the feminine and the plural the singular, and vice versa, unless the context requires otherwise. References to provisions of the Internal Revenue Code mean provisions of the Internal Revenue Code of 1986 as amended from time to time or the corresponding provisions of any subsequent Federal tax law. The term "state" shall include the District of Columbia.

6.3 **Delivery.** A document or notice shall be deemed delivered when it is mailed first class, postage prepaid, to the addressee's last known address, or, if not mailed, when actually delivered to the addressee in person or to the addressee's last known address.

6.4 **Effective Date of Trust.** This Declaration of Trust shall be the date stated in Section 1.1.

IN WITNESS WHEREOF, John J. Donovan, Jr., as Trustee, has executed this Declaration of Trust under seal the day and year first above written.

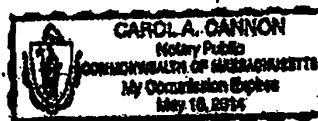

John J. Donovan, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Essex

On this 12 day of January 2010, before me, the undersigned notary public, personally appeared John J. Donovan, Jr., proved to me through satisfactory evidence of identification which was Known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Carol A. Cannon
Notary Public
My commission expires:



The office and duties of trustee as above described are hereby accepted by the undersigned.

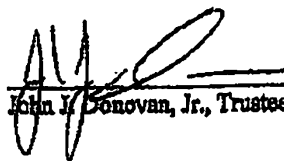

John J. Donovan, Jr., Trustee

EXHIBIT D

AMENDMENT

The undersigned parties to the Settlement Agreement Between JJD, JJD, Jr. and Four Siblings (the "Parties"), dated March 26, 2007 (hereafter the "March 2007 Agreement") hereby agree as of December 10, 2014, that the March 2007 Agreement is amended as follows:

1. ABBREVIATIONS. For clarity and convenience, all abbreviations used in the March 2007 Agreement are incorporated and used herein and shall have the same meaning in this Amendment.
2. TRUST 1-JJD TERM. The term of Trust 1-JJD (also known as "Trust One" and "Trust One JJD") in the March 2007 Agreement is extended to the lifetime or incapacity, of JJD, as determined by Judge Martin, or his successor, in his sole discretion.
3. TRUST 1-JJD GIFTS. JJD may request that the Trustee of Trust 1-JJD (the "Trustee") propose a gift of Trust 1-JJD assets to any public 26 U.S.C. § 501(c) charity or non-profit organization. The Trustee may thereafter propose the terms of any proposed transfer, pledge, gift or conveyance of Trust 1-JJD assets (the "Gift") and submit the proposal to Judge Martin, or his successor, for approval. No Gift shall be made without the prior written approval of Judge Martin, or his successor. Whether to approve the proposal shall be in the sole discretion of Judge Martin or his successor. Prior to submission to Judge Martin, or his successor, the Trustee shall disclose to all Parties all material terms of any proposed Gift. Judge Martin, or his successor, may consult anyone and may request any additional information which in his sole discretion he determines to be necessary or desirable in determining whether to approve the Gift.
4. TRUST 1-JJD GIFT RESTRICTIONS. JJD may suggest, the Trustee may propose, and Judge Martin, or his successor, in his sole discretion, may approve, reasonable and customary conditions on the Gift from Trust 1-JJD of the same nature and type commonly used for comparable charitable gifts, except that in no event shall the Gift provide for or result in any direct or indirect payment, benefit, remuneration, compensation or monetary value to anyone other than Trust 1-JJD. Any tax benefit as a result of the Gift shall belong to Trust 1-JJD.
5. TRUST 1-JJD MAY PAY CERTAIN JJD EXPENSES. Trust 1-JJD may pay ordinary personal and customary living expenses of JJD up to a total annual amount of \$200,000, subject to Judge Martin's, or his successor's prior written approval (the "Expenses"). Expenses shall not include attorneys' fees or costs. Whether to approve payment of the Expenses shall be in the sole discretion of Judge Martin, or his successor. Trust 1-JJD shall pay the Expenses from available liquid cash accounts only. Trust 1-JJD shall not borrow funds, incur debt or mortgage, pledge or collateralize any assets to pay the Expenses or for any other purpose. The Trustee shall submit to Judge Martin, or his successor, a quarterly written statement of proposed Expense payments. Judge Martin, or his successor, may consult anyone and may request any additional documentation of information which in his sole discretion he determines to be necessary or desirable in determining whether to approve the Expenses. Notwithstanding anything else to the contrary in this Amendment or the March 2007 Agreement, no Expense shall be paid without the prior written approval of Judge Martin.
6. TRUST 1-JJD CONFORMANCE WITH THIS AMENDMENT. This Amendment is subject to the written acknowledgement of this Amendment by the Trustee of Trust 1-JJD and delivery of all signed, executed and final Trust 1-JJD and other documents,

JJD

including all of its governing documents, sufficient to conform Trust 1-JJD to this Amendment including, without limitation, to extend the term of Trust 1-JJD for the life, or incapacity, of JJD as stated in paragraph 2. JJD shall deliver complete copies of all such Trust 1-JJD related documents to all Parties and Judge Martin, within 15 days of this Amendment.

7. **ENFORCEABLE AND BINDING AGREEMENT.** The Parties agree this is an enforceable and binding agreement. If the Parties cannot agree on what executable documents are required or the language therein to amend the Trust documents in accordance with paragraph 6, Judge Martin or his successor as Arbitrator shall have all the same authority as stated in the March 2007 Agreement relating to his determination of final settlement agreement documents, and the Arbitrator shall determine such documents as are necessary and the language therein, and shall order the proper execution of those documents.

8. **MARCH 2007 AGREEMENT.** All provisions of the March 2007 Agreement remain in full force and effect.

9. **TRUST 1-JJD REPLACEMENT PROPERTY.** The Four Siblings acknowledge that JJD has provided by emails dated November 29 and December 5, 2014 copies of certain documents related to the proposed purchase of a replacement property for Devon Glen by Trust 1-JJD, consisting of approximately 76 acres of real estate and improvements located in Aiken, South Carolina (the "Replacement Property"). In entering this Amendment, the Four Siblings are relying on those documents and JJD's emails of November 29 and December 5, 2014. Subject to the terms of the March 2007 Agreement, as amended by this Amendment, upon receipt of the Trustee's written statement that the Replacement Property is being purchased at fair market value, as required by the March 2007 Agreement, the Four Siblings and JJD, Jr. stipulate they have no objection to Judge Martin's approval of Trust 1-JJD's proposed purchase of the Replacement Property. The Replacement Property shall be owned solely by Trust 1-JJD. Trust 1-JJD shall use only its available liquid funds available as of December 10, 2014 toward the purchase price for the Replacement Property. Trust 1-JJD shall not borrow funds, incur debt or mortgage, pledge or collateralize any assets to pay for the purchase price of the Replacement Property.

10. **STIPULATION.** This Amendment may be signed in counterpart, which when signed by all Parties and acknowledged by the Trustee of Trust 1-JJD, together shall constitute a final and complete Amendment. The Parties shall submit the final Amendment to Judge Martin as a Stipulation of the Parties.

[Remainder of Page Intentionally Left Blank]

John J. Donovan
John Donovan

Dec 11, 2014
Date

John Donovan, Jr.

Date

Rebecca Brown

Date

Carolyn Donovan (f/k/a Carolyn Rosenbaum)

Date

James Donovan

Date

Maureen McLaughlin (f/k/a Maureen Lantz)

Date

Acknowledged for Trust 1-JJD

Trustee, Trust 1-JJD

Date

EXHIBIT E

DECLARATION OF TRUST
ESTABLISHING
AIKEN PROPERTY TRUST

I, William T. Hurley, Jr. JD CPA, of Verdolino & Lowey, Foxborough, Massachusetts (the "Trustee"), hereby declare that Ten Dollars (\$10.00) is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustee with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE

Name and Purpose

1.1 This Trust shall be known as the **Aiken Property Trust** and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and such functions as are necessarily incidental thereto.

SECTION TWO

Trustees

2.1 In the event there are two Trustees at any time, both trustees shall be required to execute any and all instruments and certificates necessary to carry out the provisions of the trust. In the event there are more than two Trustees at any time, any two trustees, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any acts or omissions in the execution of the Trust so long as acting 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 Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see 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 the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in Paragraph 2.1, 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 this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries, and that such instrument or document or action is valid, binding, effective and

legally enforceable.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION THREE

Beneficiaries

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and action taken hereunder (including without limitation, amendment and termination of this Trust; appointment and removal of a Trustee; directions and notices to Trustee(s); and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.

3.3 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 or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

SECTION FOUR

Powers of Trustees

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries;

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claims against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustees nor the Beneficiaries shall be personally liable therefore. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

SECTION FIVE

Termination

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustees shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this Trust shall terminate in the event TWENTY (20) years from the date of the death of the last surviving Trustee of the original Trustees named in this instrument.

5.2 In the case of any termination of the Trust, the Trustees 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, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by all Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN

Resignation and Successor Trustee

7.1 Any Trustee hereunder may resign at any time by an instrument in writing and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the dates specified therein or upon the date of the recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed 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 recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

SECTION EIGHT

Governing Law

8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE

Registry of Deeds

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in which any real estate included in the Trust Estate is located.

Executed as a sealed instrument this 14th day of January, 2015.

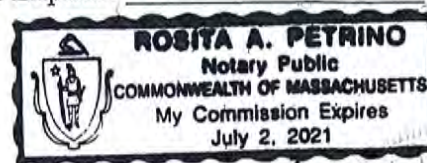
William T. Hurley, Jr., Trustee
William T. Hurley, Jr., JD CPA, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

On this 14th day of January, 2015, before me, the undersigned notary public, personally appeared William T. Hurley, Jr., JD CPA, **as aforesaid**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose.

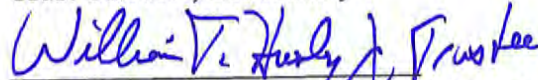
Rosita A. Petrino
Notary Public
My Comm. Expires: _____



SCHEDULE OF BENEFICIARIES OF THE AIKEN PROPERTY TRUST

The Beneficiary of the Aiken Property Trust is Trust One JJD, whose sole beneficiary is John J. Donovan, II.

Trust One JJD, Beneficiary


William T. Hurley, Jr., JD CPA, Trustee

Acknowledged:

Aiken Property Trust


William T. Hurley, Jr., JD CPA, Trustee

Dated: January 14, 2015

EXHIBIT F

AIKEN COUNTY ASSESSOR

Tax Map:

140-08-04-001

Date: 01/23/2015

2015001023
 DEED
 RECORDING FEES \$10.00
 STATE TAX \$1189.50
 COUNTY TAX \$503.25
 PRESENTED & RECORDED
 01-16-2015 08:30 AM
 JUDITH WARNER
 REGISTER OF DEEDS CONVEYANCE
 AIKEN COUNTY, SC
 BY: MARILYN SEIGLER DEPUTY
 BK: RB 4536
 PG: 790 - 793

STATE OF SOUTH CAROLINA)
) LIMITED WARRANTY DEED
 COUNTY OF AIKEN)

KNOW ALL MEN BY THESE PRESENTS:

That H 'N D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$457,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in Southeast of the City of Aiken, in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), containing 36.68 acres, more or less, as shown and designated upon a plat prepared for Ira E. Coward, et. al, by Southern Partners, Inc. dated December 30, 2004, and recorded February 14, 2005, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 49 at Page 9-2. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H n' D Stables, Inc. by deed of Ira E. Coward, II, William L. Coward and Edgar A. Coward dated April 18, 2005, recorded May 12, 2005, in Title Book 2512 at Page 200, records of Aiken County, South Carolina. Thereafter, H 'n D Stables,

Book 4536 Page 790

ELECTRONICALLY FILED - 2022 Nov 17 1:54 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Inc. filed Articles of Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 140-08-04-001

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989

Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

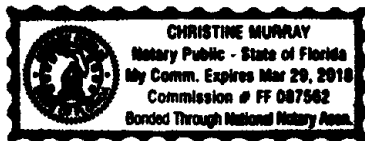
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw
the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust
u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and
deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he,
with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Restrictive covenants and easements contained therein appearing of record in Deed Book 2512, page 200, Public Records of Aiken County, South Carolina.
7. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

AIKEN COUNTY ASSESSOR

Tax Map:

139-19-01-002

Date: 01/23/2015

2015001022

DEED
 RECORDING FEES \$10.00
 STATE TAX \$2710.50
 COUNTY TAX \$1146.75
 PRESENTED & RECORDED:

01-16-2015 08:30 AM

JUDITH WARNER
 REGISTER OF MESNE CONVEYANCE
 AIKEN COUNTY, SC
 BY: MARILYN SEIGLER DEPUTY

BK: RB 4536**PG: 786 - 789**

STATE OF SOUTH CAROLINA)
) LIMITED WARRANTY DEED
 COUNTY OF AIKEN)

KNOW ALL MEN BY THESE PRESENTS:

That H 'n D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of ONE MILLION FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$1,042,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), approximately 4.37 miles South of the City limits of the City of Aiken, County and State aforesaid, containing 40.00 acres, more or less, as shown and designated upon a plat prepared for Cornelius Debonte by Charles M. Jones, dba, Jones and Murph dated April 14, 1997, recorded May 16, 1997, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 36 at Page 258-1. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H 'n D Stables, Inc. by deed of Debonte Family Limited Partnership dated July 20, 1998, recorded July 21, 1998, in Title Book 1795 at Page 127, records of Aiken County, South Carolina. Thereafter, H 'n D Stables, Inc. filed Articles of

Book 4536 Page 786

ELECTRONICALLY FILED - 2022 Nov 17 1:54 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 139-19-01-002

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989

Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

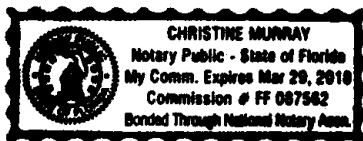
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw
the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust
u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and
deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he,
with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

EXHIBIT G

3

STATE OF SOUTH CAROLINA) LIFE ESTATE, WILL, AND OPTION TO
PURCHASE REAL ESTATE
COUNTY OF AIKEN)

WHEREAS, FOR GOOD AND VALUABLE CONSIDERATION John J. Donovan, Jr., (aka Professor Donovan) his heirs and assigns, sole beneficiary of Trust One JJD which is sole beneficiary of Aiken Property Trust (hereinafter Aiken Property Trust) and Linda Donovan, her heirs and assigns, (hereinafter Donovan), agrees to grant, the sole, and exclusive right, privilege to Linda Donovan: 1. an option to purchase Aiken Property Trust properties on the terms and conditions hereinafter set forth, 2. an exclusive life estate allowing Linda Donovan to live as if she has free title including, but not limited to renting, farming, paying all expenses, in peaceful enjoyment for her entire life, 3. at the death of John J. Donovan Jr, (aka Professor Donovan), Linda Donovan is to receive clear title, in the following described real property, to wit:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), approximately 4.37 miles South of the City limits of the City of Aiken, County and State aforesaid, **containing 40.00 acres**, more or less, as shown and designated upon a plat prepared for Cornelius Debonte by Charles M. Jones, dba, Jones and Murphy dated April 14, 1997, recorded May 16, 1997, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 36 at Page 258-1. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

Tax Parcel No. 139-19-01-002

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in Southeast of the City of Aiken, in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), **containing 36.68 acres**, more or less, as shown and designated upon a plat prepared for Ira E. Coward, et. al, by Southern Partners, Inc. dated December 30, 2004, and recorded February 14, 2005, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 49 at Page 9-2. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

Tax Parcel No. 140-08-04-001

Option to Purchase

WHEREAS, the Option to Purchase price of the property shall be Three hundred seventy five thousand dollars (\$375,000.00).

WHEREAS, this Option may be exercised by the tender of the purchase price as noted above in any lawful money of the United States, which may be made conditioned upon the delivery by the Seller of a Warranty Deed to the properties described herein.

Right of First Refusal

WHEREAS, within sixty (60) days after personally receiving in-hand written notification of a bona fide offer to purchase the Aiken Property Trust's subject properties, Donovan shall elect to exercise her right to acquire the subject properties according to the terms and conditions in the bona fide offer to purchase; if Donovan does not state in writing her intention to exercise the Right of First Refusal within sixty (60) days after personally receiving in-hand written notification of Aiken Property Trust's receipt of a bona fide offer, such failure to respond shall be deemed a forfeiture of the right to purchase the subject properties subject to the Right of First Refusal, and

Whereas, Donovan shall close the property within an additional sixty (60) days after exercising the Right of First Refusal, and

WHEREAS, upon exercise of the Option to Purchase or exercise of the Right of First Refusal, the parties agree that Aiken Property Trust, its successors and assigns, shall provide good, marketable, fee simple title free and clear of any liens and encumbrances. Aiken Property Trust agrees to provide deed and deed stamps. Donovan shall pay all other closing costs.

WHEREAS, any party to this Option to Purchase and Right of First Refusal Contract is entitled to specific performance of the obligations of the other under this option, and shall be entitled to recovery of attorney fees should such party prevail if such an action to obtain specific performance is required.

WHEREAS, this Option Contract shall become null and void January 1, 2050, but until such date this Option Contract shall run with the land.

Done this 27 day of April, 2015.

Witnesses:

[Signature]
[Signature]

[Signature]
 John J. Donovan, Jr. sole Beneficiary
 of Trust One JJD which is sole Beneficiary
 of Aiken Property Trust

State of SC)
)
 County of Aiken)

Acknowledgement

I, Jennifer Bice, a Notary Public of the State of SC, do
 hereby certify that John J. Donovan, Jr. (Professor Donovan) personally appeared before
 me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal this 27th day of April, 2015.

[Signature] (L.S.)
 Notary Public for SC
 My Commission Expires: _____

JENNIFER BICE
 Notary Public - State of South Carolina
 My Commission Expires July 8, 2024

2015009529

OPTION
 RECORDING FEES \$10.00
 PRESENTED & RECORDED:

04-27-2015 03:15 PM

JUDITH WARNER
 REGISTER OF MESNE CONVEYANCE
 AIKEN COUNTY, SC
 BY: LYNN STEMBRIDGE DEPUTY

BK: RB 4549

PG: 2386 - 2388

Book 4549 Page 2388

EXHIBIT H

**REBECCA M. DONOVAN, JAMES H. DONOVAN,
MAUREEN DONOVAN LANTZ AND
CAROLYN DONOVAN ROSENBAUM**

AND

**IN RE ARBITRATION AMONG
JOHN J. DONOVAN, JR**

AND

JOHN J. DONOVAN, SR

*Jurisdiction retained in the Business Litigation
Session of the Suffolk Superior Court,
Commonwealth of Massachusetts No. 03-4247*

**Order on Application of Professor
Donovan to Designate a Beneficiary**

The Application by Professor Donovan to be permitted to designate a beneficiary for his interest in Trust 1-JJD is denied. The FSA pursuant to which the trust at issue was established specifically provides: “the beneficial interest cannot be transferred, assigned or pledged during the term of the trust (except in the case of a death transfer).” This provision clearly prohibits an attempt to transfer or encumber any interest in the trust except as part of a probate proceeding.

In view of the above, I do not have the power to grant the application as a matter of discretion. If I did have discretion, however, I would exercise it to deny the application. In a signed order dated January 25, 2017, I noted “Prof. Donovan’s conduct has been sufficiently egregious that it would be appropriate to forfeit his entire interest in Trust One immediately. But I doubt John would have wanted his father to be stripped of the assets he might need for his future support.” At the conclusion of that award I indicated that, given the background of Prof. Donovan’s egregious conduct, additional misconduct in the future might lead to the forfeiture of his interest in the Trust. See Award p.86. Given this possibility, there is no reason to take any action that would give anyone some future expectation with

respect to the assets in the Trust.

Dated: October 8, 2018


John S. Martin

EXHIBIT I

Notify

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

REBECCA M. BROWN, *et. al*

Plaintiffs,

v.

JOHN J, DONOVAN, SR., *et. al*

Defendants.

Civil Action No. 03-4247 BLS

Jurisdiction

retained in the Business

Litigation Session of the

Suffolk Superior Court,

**SEPARATE FINAL ORDER CONFIRMING THE ARBITRATOR'S
OCTOBER 8, 2018 ORDER ON APPLICATION OF DONOVAN, SR.
TO DESIGNATE BENEFICIARY**

This matter came before the Court on a Motion to Confirm October 8, 2018 Arbitration
No opposition was served after notice was provided.
Order as a final order and award. It is hereby ORDERED AND ADJUDGED, there being no just
reason for delay, that the October 8, 2018 Order on Application of Donovan, Sr. to Designate a
Beneficiary is confirmed pursuant to G.L. c. 251, 11.

SO ORDERED.

Dated at Boston, Suffolk County, this 7th day of January, 2018.

NOTIFIED 1/8/19 (NJ)

- PH LLP

CGS.

- B&S PC

MR. P.

B.A.S.

- DPLP

B.C.K.

- R.A.P.C.

- R.M.G.

- MLCFG, et al

S.C.F.

H.A.S.

- ALLP

S.B.H.

- SEN & LLP

S.D.L.

M.H. Kepleman

Justice of the Superior Court
Business Litigation Session

EXHIBIT J

**IN RE ARBITRATION AMONG
REBECCA M. DONOVAN, JAMES H. DONOVAN,
MAUREEN DONOVAN LANTZ, AND CAROLYN DONOVAN ROSENBAUM**

AND

JOHN J. DONOVAN, SR.

AND

JOHN J. DONOVAN JR.

*Jurisdiction retained in the Business Litigation
Session of the Suffolk Superior Court,
Commonwealth of Massachusetts No. 03-4247*

STIPULATION BY JOHN J. DONOVAN, SR.

I, John J. Donovan, Sr. (a.k.a Professor Donovan), being duly sworn, stipulate as follows:

1. On November 30, 2015, I filed a series of documents with the Town Clerk in Pomfret, Vermont relating to property owned by Trust One Realty Trust and Pomfret Farm Realty Trust (hereinafter referred to as the "Vermont Filings" attached at Tab 1). On April 27, 2015, I filed certain documents with the Register for Aiken County, South Carolina (the "Aiken Filings" attached at Tab 2). I did not disclose the Vermont Filings or Aiken Filings to Judge Martin or Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin and Carolyn Donovan Rosenbaum (the "Donovan Siblings") or John J. Donovan, Jr.'s Estate (the "Estate") at the arbitration hearing in October 2016 or at any time thereafter. I did not disclose the Vermont Filings or Aiken Filings to Trust One Trustee William Hurley, Jr. at any time. These actions violated the Settlement Agreement between JJD, JJD Jr. and Four Siblings (the Parties), dated March 26, 2007 (the "FSA") (as amended) and the terms of the Trust I-JJD ("Trust One") Trust Agreement. The Aiken Filings and the Vermont Filings are invalid, of no force and effect, and are void ab initio.

2. Without prejudice to my rights in my pending criminal trial in Essex County, Massachusetts, I am not now, and will not in the future, challenge the validity of the parties' settlement agreements, including the FSA, MSA, ISA and all amendments thereto. Except in my current criminal case in Essex County, I will not assert anywhere and in any forum that I have a valid or enforceable power of attorney from John J. Donovan, Jr. or any other grant of authority from John J. Donovan, Jr. to take any actions of any kind on his behalf or on behalf of his estate or his family.

3. I have only used the purported Special Power of Attorney (SPA) contained in the Vermont Filings on the occasions disclosed during this proceeding in Essex County, Aiken

County, and Pomfret, Vermont. Without prejudice to my rights in my pending criminal trial, other than as disclosed above, I have not, and will not at any time in the future, use, direct anyone else to use, or attempt to use the SPA in any way for any purpose, including but not limited to (a) selling, purchasing, transferring, conveying, pledging, gifting, disposing of, or assigning assets; (b) mortgaging, borrowing funds, or otherwise incurring debt; (c) discharging any debts, judgments, or mortgages owed to John J. Donovan, Jr. or his estate; or (d) taking any other action in regards to John J. Donovan, Jr., his estate, the assets of his estate, any trusts established by John J. Donovan, Jr., and any assets held by the family of John J. Donovan, Jr., or the Donovan Siblings.

4. I have only used the purported Codicil to the Last Will and Testament of John J. Donovan III, dated August 3, 2013 ("Codicil," attached at Tab 3) in September 2016 as described during this proceeding. Without prejudice to my rights in my pending criminal trial in Essex County, Massachusetts, other than as disclosed above, I have not, and will not at any time in the future, use, direct anyone else to use, or attempt to use the purported Codicil in any way for any purpose, including but not limited to (a) submitting any voluntary disclosure to the IRS; (b) executing any legal or accounting matters or any other documents with the IRS; (c) taking any action in regards to properties, limited liability corporations, trusts, limited partnerships, corporations, or any other entities; (d) selling, purchasing, transferring, pledging, gifting, conveying, disposing of, or assigning assets; (e) mortgaging, borrowing funds, or otherwise incurring debt; (f) discharging any debts, judgments, or mortgages owed to John J. Donovan, Jr. or his estate; or (g) taking any other action in regards to John J. Donovan, Jr., his estate, the assets of his estate, any trusts established by John J. Donovan, Jr., and any assets held by the family of John J. Donovan, Jr., or the Donovan Siblings.

5. As beneficiary of Trust One, I did not and do not have the right or authority to transfer, assign or pledge any assets held by or for the benefit of Trust One.

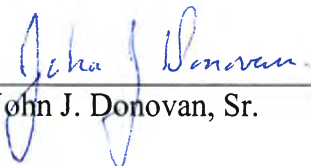
6. Other than the filings disclosed above, I have not, and will not at any time in the future, take any action on behalf of Trust One or as beneficiary of Trust One, or direct anyone to take action on my behalf, including but not limited to (a) selling, purchasing, transferring, pledging, gifting, conveying, assigning, disposing of, or mortgaging Trust One assets; (b) selling, transferring, pledging, gifting, conveying, assigning, disposing of, or mortgaging my beneficial interest in Trust One or Trust One assets; (c) using Trust One assets as collateral or otherwise to secure a loan or borrow money; (d) agreeing, allowing, suggesting or assisting a creditor or any other individual or entity to attach, reach and apply, obtain or execute on a lien, levy, or otherwise pursue or obtain assets held by Trust One; or (e) to attempt to do any of the foregoing.

7. As sanction for the aforementioned breaches of the FSA, pursuant to Paragraph 8 of the FSA, I stipulate and agree that the Arbitrator will order sanctions as follows:

- a. All reasonable attorneys' fees incurred by the Estate or the Donovan Siblings to address and correct the Vermont Filings, the Aikin Filings, or the Essex County Registry Filings will be paid from Trust One.
- b. All of the Arbitrator's fees incurred in addressing or correcting the Vermont Filings, the Aiken Filings, or the Essex County Registry Filings will be paid from Trust One.
- c. All attorneys' fees incurred in the future by the Estate or the Donovan Siblings to oppose any claims by any of my creditors against Trust One will be paid by Trust One.
- d. If any of the foregoing statements in this stipulation are subsequently found by the Arbitrator to be intentionally false or misleading in any way, the Arbitrator will order the Trustee of Trust One to sell the Devon Glen property and, pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, may order all proceeds from the sale to be forfeited by me and distributed to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the estate of John J. Donovan, Jr. in equal proportion.
- e. If the Arbitrator determines that I have intentionally made, directed someone else to make, or attempted to make use of the SPA or the Codicil not otherwise disclosed in this affidavit, or in the future intentionally make any use of the SPA or Codicil (without prejudice to my rights in my pending criminal trial), the Arbitrator will order the Trustee of Trust One to sell the Devon Glen property and, pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, may order all proceeds from the sale to be forfeited by me and distributed to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the estate of John J. Donovan, Jr. in equal proportion.
- f. If at any time the balance of cash assets in Trust One goes below five hundred thousand dollars (\$500,000), pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, the Arbitrator may order any remaining assets be held in Trust One to pay for future attorney's fees incurred by the Estate or the Donovan Siblings to address any future misconduct by me (or anyone acting on my behalf) or creditor claims against Trust One. Nothing in this or any other paragraph of this Stipulation shall limit or restrict the Arbitrator's powers or authority, including, but not limited to, awarding sanctions and remedies under the FSA.

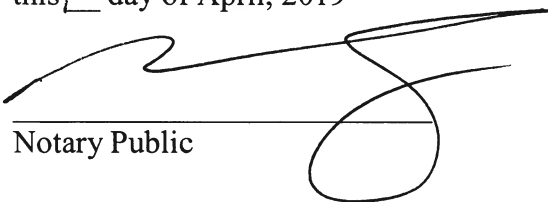
- g. Separate and apart from the foregoing paragraph, following my death, three hundred thousand dollars (\$300,000) will be reserved exclusively to pay for attorneys' fees incurred by the Estate or the Donovan Siblings to address any misconduct by me, or anyone acting on my or my estate's behalf, intended to harm the Estate, John J. Donovan, Jr.'s family, the Donovan Siblings, or the families of the Donovan Siblings after John J. Donovan, Sr.'s death. These funds can only be distributed to John J. Donovan, Sr.'s estate after the later of (i) any potential misconduct has been addressed in the judgment of the Arbitrator or, at a minimum, (ii) two years after my death. Nothing in this or any other paragraph of this Stipulation shall limit or restrict the Arbitrator's powers or authority, including, but not limited to, awarding sanctions and remedies under the FSA.
- h. I will fully cooperate and execute any and all documents requested by the attorneys for the Estate or the Donovan Siblings with language to be mutually agreed upon by the parties' attorneys to remedy the Vermont Filings, the Aiken Filings and the Essex County Registry Filings. Any dispute regarding the reasonableness of the language in the documents shall be resolved by the Arbitrator.
- i. If the Arbitrator determines that I, or anyone acting on my behalf, intentionally violates any of the terms of the ISA, MSA, or FSA going forward, the Arbitrator will order the Trustee of Trust One to sell the Devon Glen property and, pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, the Arbitrator may order all proceeds from the sale to be forfeited by me and distributed to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the estate of John J. Donovan, Jr. in equal proportion.
- j. If Linda Donovan, or anyone acting for her or on her behalf, violates or challenges in any way any of the terms of the "Settlement Agreement between Linda, JJD Jr., and the Four Siblings" dated March 26, 2006 or the "General Release of Linda Donovan to Rebecca M. Brown, James H. Donovan, John J. Donovan, Jr., Maureen Donovan Lantz, Carolyn D. Rosenbaum and Specified Entities" dated October 29, 2007, the property owned by Aiken Property Trust (sole beneficiary of which is Trust One), pursuant to the Arbitrator's authority under Paragraph 8 and other provisions of the FSA, will be forfeited and ownership will revert to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the Estate in equal proportion. The foregoing sanctions do not in any way limit or foreclose any of the Arbitrator's authority under the FSA or any additional future sanctions for any additional misconduct by John J. Donovan, Sr. or Linda Donovan.

- k. I confirm and acknowledge that the orders contained in Separate Final Judgment Confirming the Arbitrator's January 25, March 2 and March 7, 2017 Awards in Favor of John J. Donovan, Jr.'s Estate and Separate Final Judgment Confirming the Arbitrator's January 25 and March 2, 2017 Awards in Favor of the Donovan Siblings, entered on the Suffolk Superior Court docket on March 21, 2017, remain in full force and effect.



John J. Donovan, Sr.

Sworn to before me
this 1st day of ~~April~~^{May}, 2019



Notary Public

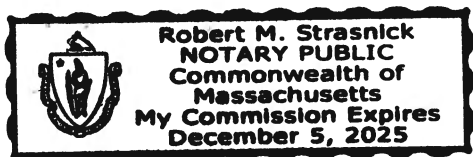


EXHIBIT K

IN RE ARBITRATION AMONG**REBECCA M. DONOVAN, JAMES H. DONOVAN,
MAUREEN DONOVAN LANTZ AND
CAROLYN DONOVAN ROSENBAUM****AND****JOHN J. DONOVAN, JR.****AND****JOHN J. DONOVAN, SR.***Jurisdiction retained in the Business Litigation
Session of the Suffolk Superior Court,
Commonwealth of Massachusetts No. 03-424***[PROPOSED] ORDER AND AWARD**

By letter dated November 19, 2018 (Exhibit A hereto), the Donovan Siblings and the Estate of John J. Donovan, Jr. raised concerns regarding fraudulent filings made by John J. Donovan, Sr. (a.k.a. Professor Donovan) with (1) the Town Clerk in Pomfret, Vermont relating to property owned by Trust One Realty Trust and Pomfret Farm Realty Trust, and (2) the Register for Aiken County, South Carolina relating to property owned by Aiken Property Trust (sole beneficiary of which is Trust 1-JJD). These filings are attached at Exhibits B(1) and B(2) respectively. Based on submissions from the parties, several conferences where all parties were heard, and pursuant to the Stipulation by Professor Donovan ("Stipulation" Exhibit B hereto), the Arbitrator has determined that Professor Donovan has violated the terms of the Final Settlement Agreement (FSA) by making these fraudulent filings with the Town of Pomfret and the Register for Aiken County. Pursuant to Paragraph 8 and other provisions of the FSA, the Arbitrator hereby ORDERS:

- a. All reasonable attorneys' fees incurred by the Estate or the Donovan Siblings to address and correct the Vermont Filings, the Aikin Filings, or the Essex County Registry Filings will be paid from Trust One.
- b. All of the Arbitrator's fees incurred in addressing or correcting the Vermont Filings, the Aiken Filings, or the Essex County Registry Filings will be paid from Trust One.
- c. All attorneys' fees incurred in the future by the Estate or the Donovan Siblings to oppose any claims by any of Professor Donovan's creditors against Trust One will be paid by Trust One.
- d. If any of the statements in the Stipulation are subsequently found by the Arbitrator to be intentionally false or misleading in any way, the Arbitrator

will order the Trustee of Trust One to sell the Devon Glen property and, pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, may order all proceeds from the sale to be forfeited by Professor Donovan and distributed to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the estate of John J. Donovan, Jr. in equal proportion.

- e. If the Arbitrator determines that Professor Donovan intentionally made, directed someone else to make, or attempted to make use of the SPA or the Codicil not otherwise disclosed in the Stipulation, or in the future intentionally makes any use of the SPA or Codicil (without prejudice to Professor Donovan's rights in his pending criminal trial), the Arbitrator will order the Trustee of Trust One to sell the Devon Glen property and, pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, may order all proceeds from the sale to be forfeited by Professor Donovan and distributed to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the estate of John J. Donovan, Jr. in equal proportion.
- f. If at any time the balance of cash assets in Trust One goes below five hundred thousand dollars (\$500,000), pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, the Arbitrator may order any remaining assets be held in Trust One to pay for future attorney's fees incurred by the Estate or the Donovan Siblings to address any future misconduct by Professor Donovan (or anyone acting on his behalf) or creditor claims against Trust One.
- g. Separate and apart from the foregoing paragraph, following Professor Donovan's death, three hundred thousand dollars (\$300,000) will be reserved exclusively to pay for attorneys' fees incurred by the Estate or the Donovan Siblings to address any misconduct by Professor Donovan, or anyone acting on his or his estate's behalf, intended to harm the Estate, John J. Donovan, Jr.'s family, the Donovan Siblings, or the families of the Donovan Siblings after John J. Donovan, Sr.'s death. These funds can only be distributed to John J. Donovan, Sr.'s estate after the later of (i) any potential misconduct has been addressed in the judgment of the Arbitrator or, at a minimum, (ii) two years after Professor Donovan's death.
- h. The documents executed by Professor Donovan (Exhibit C hereto) and Linda Donovan (Exhibit D hereto) to correct the fraudulent registry filings are hereby endorsed and shall be filed with the Town Clerk in Pomfret and the Register for Aiken County. The Arbitrator shall have the authority to order Professor Donovan and/or Linda Donovan to execute any additional documents necessary to remedy the fraudulent registry filings.

- i. If the Arbitrator determines that Professor Donovan, or anyone acting on his behalf, intentionally violates any of the terms of the ISA, MSA, or FSA going forward, the Arbitrator will order the Trustee of Trust One to sell the Devon Glen property and, pursuant to the authority of the Arbitrator under Paragraph 8 and other provisions of the FSA, the Arbitrator may order all proceeds from the sale to be forfeited by Professor Donovan and distributed to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the estate of John J. Donovan, Jr. in equal proportion.
- j. If Linda Donovan, or anyone acting for her or on her behalf, violates or challenges in any way any of the terms of the "Settlement Agreement between Linda, JJD Jr., and the Four Siblings" dated March 26, 2006 or the "General Release of Linda Donovan to Rebecca M. Brown, James H. Donovan, John J. Donovan, Jr., Maureen Donovan Lantz, Carolyn D. Rosenbaum and Specified Entities" dated October 29, 2007, the property owned by Aiken Property Trust (sole beneficiary of which is Trust One), pursuant to the Arbitrator's authority under Paragraph 8 and other provisions of the FSA, will be forfeited and ownership will revert to Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin, Carolyn Donovan Rosenbaum, and the Estate in equal proportion.
- k. The foregoing sanctions and the Stipulation do not in any way limit or foreclose any of the Arbitrator's authority under the FSA or any additional future sanctions for any additional misconduct by John J. Donovan, Sr. or Linda Donovan.

The Estate and the Siblings are hereby ORDERED to submit their petitions for attorneys' fees within thirty days (30) of the date of this Order.

SO ORDERED.

~~October~~
September, 1, 2019

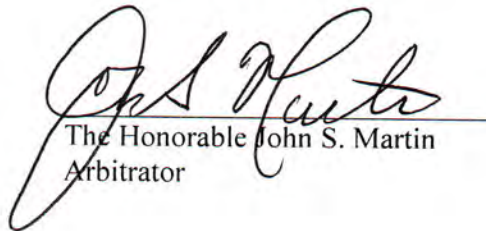

The Honorable John S. Martin
Arbitrator

EXHIBIT L

NOTICE

10/30

1 1

ELECTRONICALLY FILED - 2022 Nov 17 1:54 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

REBECCA M. BROWN, et. al	)	
	)	
	)	
Plaintiffs,	)	Civil Action No. 03-4247 BLS
	)	<i>Jurisdiction</i>
v.	)	<i>retained in the Business</i>
	)	<i>Litigation Session of the</i>
JOHN J, DONOVAN, SR., et. al	)	<i>Suffolk Superior Court,</i>
	)	
Defendants.	)	

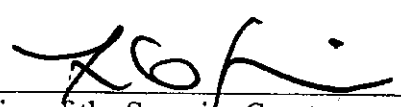
**SEPARATE FINAL ORDER CONFIRMING THE ARBITRATOR'S
OCTOBER 1, 2019 ORDER**

This matter came before the Court on a Motion to Confirm October 1, 2019 Arbitration Order as a final order and award. It is hereby ORDERED AND ADJUDGED, there being no just reason for delay, that the October 1, 2019 Order is confirmed pursuant to G.L. c. 251, 11.

SO ORDERED.

Dated at Boston, Suffolk County, this 30th day of October, 2019.

Notice sent
(JRB)
10/30/19
PH/C.G.S.
BTS/M.R.P.
B.A.S.
RG/R.M.G.
DP/B.C.K.
MLC/H.A.S.
S.C.F.
SEATL/J.D.L.
A-LLP/S.B.H.



Justice of the Superior Court
Business Litigation Session

I HEREBY ATTEST AND CERTIFY ON
12/4/19 THAT THE
FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

MICHAEL JOSEPH DONOVAN
CLERK / MAGISTRATE
SUFFOLK SUPERIOR CIVIL COURT
DEPARTMENT OF THE TRIAL COURT

BY 
FIRST ASSISTANT CLERK

EXHIBIT M

Tax Parcel No. 140-08-04-001.

By this grant, the undersigned hereby release and terminate any and all right, title and interest that may have been granted in the Option to Purchase and Right of First Refusal stated in a certain Life Estate, Will and Option to Purchase Real Estate dated April 27, 2015 and recorded in the Office of the RMC of Aiken County, South Carolina in Book RB 4549, Pages 2386 – 2388.

Witness our hands and seals this 9th day of January, 2020

Signed, sealed and delivered in the presence of:

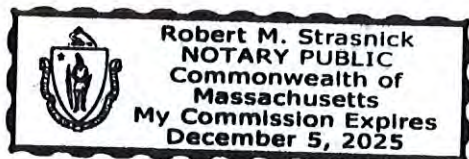
Nicole Romanelli
Witness

Amy Gambino
Witness

John J. Donovan
John J. Donovan, Sr., individually and as sole beneficiary of Trust One JJD, which is the sole beneficiary of Aiken Property Trust
a/k/a John J. Donovan, Jr.
a/k/a Professor Donovan

State of
County of

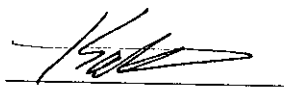
On this 9th day of January, 2020 before me, the undersigned notary public, personally appeared John J. Donovan, Sr., proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose.

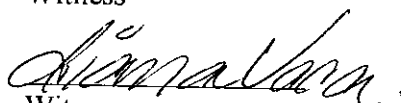


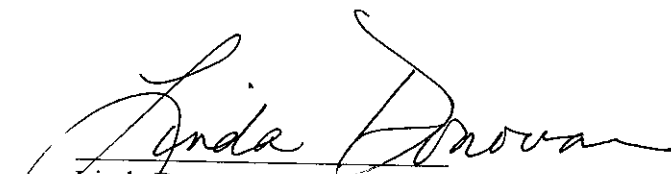
Robert M. Strasnick
Notary Public

My Comm. Expires: 12/5/25

Signed, sealed and delivered in the presence of:

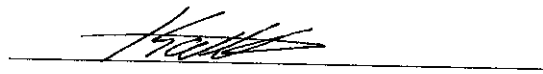

Witness


Witness


Linda Donovan

State of
County of

On this 10 day of January, 2020 before me, the undersigned notary public, personally appeared Linda Donovan, proved to me through satisfactory evidence of identification, which was [X] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, or [] personal knowledge of the undersigned, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public

My Comm. Expires: 04/03/2029

KAITLIN VANCAMP
Notary Public - State of South Carolina
My Commission Expires April 3, 2029

EXHIBIT N

IN RE ARBITRATION AMONG
 REBECCA M. DONOVAN, JAMES H. DONOVAN,
 MAUREEN DONOVAN LANTZ, AND CAROLYN DONOVAN ROSENBAUM
 AND
 JOHN J. DONOVAN, Sr.
 AND
 JOHN J. DONOVAN JR.
*Jurisdiction retained in the Business Litigation
 Session of the Suffolk Superior Court,
 Commonwealth of Massachusetts No. 03-4247*

AWARD

The present proceedings might properly be characterized as “ Déjà vu - all over again.” In October 2016, the Donovan siblings brought an application before me challenging a series of filings and recordings of documents made by Professor Donovan in the Essex County Massachusetts South District Registry of Deeds. In response, Professor Donovan asserted that the filings at issue were proper because he was acting pursuant to a codicil to the last will and testament of his son John Jr. and a special power of attorney and certain proxies also obtained from John Jr.

To resolve this dispute, I conducted an evidentiary hearing. Several witnesses testified and the siblings offered a report by an expert in handwriting analysis concluding the signature of John Jr. was a forgery. I subsequently issued detailed Findings of Fact setting forth my conclusion that the testimony of Professor Donovan that John Jr. signed the contested documents was unworthy of belief and the documents on which he relied were fraudulent.

Almost four years to the date after my decision holding that the documents offered by Professor Donovan were fraudulent, a new lawyer acting on his behalf commenced an action to set aside all the prior proceedings before me. This “new” action rested, at its core, on the assertion that the documents that I had determined to be fraudulent were genuine. Professor Donovan’s lawyer alleged John Jr. had given the codicil and power of attorney to Professor Donovan because he feared he or his estate might be prosecuted for tax evasion in connection with a series of trusts established in Bermuda for the benefit of himself and his siblings.

In view of this unwarranted attack on John Jr. which has been aided and abetted by an accountant and two lawyers, who have touted their experience as Department of Justice prosecutors to support their slander of John Jr, it seems appropriate to repeat what I said at the outset of my Findings of Fact and Conclusions of Law dated January 25, 2017:

For over 12 years I have served as a mediator and arbitrator of disputes between Professor John Donovan and his children. During that time, four of those children, Rebecca, James, Maureen and Carolyn, were always at odds with their father. His youngest son, John, often found himself in the middle — sympathetic to the views of his siblings but also supportive of his father and concerned for his welfare. John worked with his siblings and his father to resolve disputes and

was instrumental in forging an agreement which resulted in the creation of a trust for Professor Donovan which John hoped would provide his father with financial security for the remainder of his life. It is, therefore, particularly sad that the dispute at issue arises from a blatant attempt by Professor Donovan to defraud John's estate.

Before turning to the specific facts, it is worth noting that, while Professor Donovan is a highly intelligent man who has had substantial academic and business success, he apparently thinks the rest of us are devoid of intelligence or common sense. It was obviously with that mindset that he conceived a fraud that had him representing that all he wanted to do was fulfill John's dying wishes, when in fact he was doctoring videotapes, audiotapes and legal documents in a manner that was so childish that even the least intelligent of us would never believe that what he was proposing was anything that John would have wanted. The fact that he used the claim that all he was doing was attempting to carry out John's wishes to defraud John's wife and children of millions of dollars evidences a total lack of respect and appreciation for all that John attempted to do for him during his life.

Given these findings it is hard to understand how Professor Donovan, or his attorneys, or his aiders and abettors could possibly believe that anyone with common sense would accept the story that they have tried to foist upon this tribunal.

The claim is that John, Jr. prepared the codicil and gave it to his father because he feared the consequences of an alleged tax evasion scheme that he engaged in with his siblings involving the use of sham grantor trusts in Bermuda. This claim is bolstered by the expert reports of an accountant and a lawyer, as well as a slide show by his current lawyer. While both lawyers tout their experience as Justice Department prosecutors to lend credibility to the charges that they level against John, Jr., and his siblings, they apparently left behind at the Justice Department a prosecutor's skepticism when confronted with claims that make no sense, as well as the ability to conduct even a minimal investigation of critical facts.

At the heart of the tax evasion claim is the assertion that the siblings used two fraudulent grantor trusts, the Appleby Trust and the Geneva Trust, as part of a tax evasion scheme. It is alleged that John Jr. acting as the point man, forged a series of documents in connection with The Appleby Trust which had been established in Bermuda by an Irish citizen named James McEniry. In support of this claim, Professor Donovan and his aiders and abettors cite an affidavit from Mr. McEniry in which he stated he did not know Professor Donovan until well after the Appleby Trust was established, he never met the Donovan children and many of the documents relating to the trust bearing his name were forgeries. This affidavit was apparently executed in Ireland and there is no indication that Mr. McEniry is willing to come to the United States where his sworn statement could subject him to a perjury prosecution if what it states proves to be untrue.

It is also alleged that the Donovan children made use of a similar fraudulent grantor trust, the Geneva Trust, which had been established by an individual named Shridhar Submaranian and included as its beneficiaries Shridhar's brother, Sundar. No evidence is offered to sustain the claim that this Trust was fraudulent. The experts simply assume that those involved in the Geneva Trust had no connection with Professor Donovan or his family.

Central to the “experts” assertion that the two trusts were fraudulent are the assumptions that Professor Donovan was unaware of these activities at the time and the grantors of the Trusts were strangers to the Donovan family.

It is surprising that professionals giving opinions that charge serious crimes to several individuals would make those charges with apparently little investigation to determine the validity of the assumptions underlying their opinions. The most glaring example is their accepting without question Professor Donovan's assertions that the codicil and power of attorney were genuine. What investigation did these alleged experts do that allowed them to base their opinions on the claim that these documents were legitimate, given my prior opinion finding them to be fraudulent and Professor Donovan's testimony to be unworthy of belief, as well as the decision of the Essex County District Attorney to bring criminal charges against Professor Donovan relating to these documents.

Given the questionable credibility of the source of the basic allegations of the claims of tax evasion, one would hope that experts with Justice Department experience would make some effort to investigate the facts on which they rely when accusing others of serious crime,

Although the experts did not hesitate to opine that the Geneva Trust was fraudulent, they apparently made no effort to determine who the individuals involved with this trust were and what relationship they may have had with Professor Donovan and his children. The assumption that the Geneva Trust was fraudulent and unknown to Professor Donovan was apparently made with no factual basis or investigation. Why did the experts do nothing to check on any connection Shadhir Subramanian or his brother Sundar might have had with Professor Donovan and his family?

One would have to look no further then Exhibit E to the Graylin affidavit to find that's Sundar Subramanian had submitted an affidavit in support of a motion of John J Donovan Sr. to disqualify the Mintz Levin law firm. Had they gone a step further and looked at the website maintained by Professor Donovan, they would have found an accolade about the Professor from the same Sundar Submaranian, who identified himself as a colleague of Professor Donovan. Could any responsible expert give an opinion that Geneva trust was fraudulent and was established by people who had no connection with the Donovan family without doing some investigation? Could any reasonable former prosecutor accept without question Professor Donovan's representation that he knew nothing about a trust set up by the brother of his close friend?

Turning to the Appleby trust we find Professor Donovan's experts charging that John Donovan Jr. submitted a fraudulent letter to the Appleby firm falsely representing that McEniry was a family friend. To quote for Mr. Neiman's report at page 9:

Donovan, Jr. states that “Jim is a very close friend of my family, whom we have known for some time.” Further, “I am personally very close to Jim (I've always known him as “Uncle Jim”) and it has been somewhat typical of his nature to give generous gifts to myself and my family over the years.” These statements according to both Professor Donovan and McEniry himself are simply false McEniry has never met the Donovan children, has no relationship with the family, and was not the source of the funds referenced in the letter.”

It appears that Mr. Neiman and the other experts did not inquire to determine whether Professor Donovan and Mr. McEniry had any other associations or had been involved in any other litigation. Such inquiry might have revealed that the same Mr. McEniry who claimed to have met Professor Donovan only after the Trust was established and denied knowing John Jr., had signed an affidavit in connection with litigation in Bermuda concerning the Appleby Trust stating:

Relationship with Professor Donovan

2. I wish first to explain the relationship between Professor John Donovan and myself.
3. Professor Donovan has been a friend of mine for many years. It was because of the close relationship between Professor Donovan and myself that I offered to become involved in the funding of the Appleby Trust. That was clearly stated in a letter dated 18 August 1993 I wrote to Marten Collins of Appleby Spurling & Kempe ("AS&K"), the attorneys for the former trustee of the Appleby Trust.

My Involvement in the Funding of the Trust

Professor Donovan requested that I participate in the funding of the trust. When I did so, I believed that I was creating the trust. I have now been informed by those advising Indigo that in fact the Appleby Trust already existed on the day I wired the sum of US\$145,000 to the former Trustee, Appleby Trust (Bermuda) Limited ("ATBL") then called "Harrington Trust Limited".

4. I agreed with Professor Donovan in 1993 to settle money on the trust and it was arranged that I would meet with AS&K in Bermuda. I was unfamiliar with the establishment and operation of trusts and at the suggestion of Professor Donovan I liaised with and was helped by his son, John Donovan Jr. ("JDJ") with regard to all of the technical details.

Even without his sworn statement of Mr. McEniry, one would hope that a former prosecutor, giving an expert opinion accusing several with serious crimes, would ask himself, if John Jr. did not know McEniry, how did he even know about the Appleby Trust and gain the ability to forge McEniry's signature? But there are none so blind as those who would not see.

In opposition to Professor Donovan's current motion, counsel for his children submitted an expert report signed by Steven Toscher, Sandra R Brown- Bodner and Robert Horowitz, sometimes referred to as the Toscher Report. That report stated, "Based on our review of the exhibits and appendices to the Edelstein letter and other documents that are appended to this letter there is no evidence that any of the Donovan children had the intent necessary to constitute tax fraud." That report also noted that the Donovan children had acted on the advice of well-respected accounting firms that their conduct was appropriate under existing law.

It is interesting that Mr. Neiman concludes in his Report:

Despite the Toscher letter's tone there is not much difference between the conclusions offered in the Toscher report and those offered by myself and Koplowitz. Rather the dispute appears evidentiary. This report describes a scheme (1) to steal James McEniry's identity; (2) forge correspondence and trust documents in McEniry's name; (3) misrepresent McEniry as a bona fide foreign grantor of a trust he in fact had nothing to do with; (4) lie about this to tax advisors and other professionals to obtain favorable opinions concerning the Structure's tax treatment. . . .

The only thing Mr. Neiman got right was that the dispute is evidentiary. The evidence is overwhelming in establishing that Professor Donovan and Mr. McEniry lied about their relationship and the purpose of the Trust and there is no reason to believe that the Donovan children believed that the actions they took, with the advice of highly skilled professionals constituted tax fraud. Professor Donovan's claims that John Jr. executed the codicil and power of attorney are no less fraudulent today than they were in 2016 and 2017.

In short, the only sham involved in these proceedings is the claim that the Appleby and Geneva Trusts were created without the knowledge of Professor Donovan by people who had no connection with the Donovan family. I noted in 2017 findings that Professor Donovan: "thinks the rest of us are devoid of intelligence or common sense." Apparently, he was able to find lawyers and accountants who shared that view. In the federal courts lawyers are required to make a reasonable inquiry before making assertions to the court and can be sanctioned if they do not. Unfortunately, the same standards do not apply in arbitrations.

CONCLUSION

We have come to a sad end of a long and somewhat tragic journey. Repeated attempts to resolve the conflicts between Professor Donovan and his children have fallen apart, in large measure because Professor Donovan has refused to abide by agreements that he has made.

Over the course of my service as mediator and Arbitrators of the disputes between Professor Donovan and his children, I have been told that the children wanted to keep Professor Donovan from having control of substantial assets because they feared that he would use whatever assets he had to do them harm. The sad course of these proceedings has demonstrated that the children have substantial basis for that fear. Professor Donovan has been convicted of shooting himself so that he could falsely place the blame for his injury on his son James. He has used a fraudulent codicil and power of attorney to try to strip assets from the estate of John Jr. He has employed several, no doubt, high priced experts in the current proceedings to charge his children with forgery and tax fraud.

In the past I have resisted the entreaties of counsel for the Donovan children to forfeit Professor Donovan's rights in the existing trust. I resisted those efforts out of respect for the memory of John Jr and his concern for the welfare of his father. None of this has deterred Professor Donovan from hiring experts and charging them with the mission to attack his son John as a forger and tax cheat.

I have warned Professor Donovan that any further wrongdoing would result in the forfeiture of his interest in the Trust One. Despite those warnings, he has brought before me another fraudulent application. Enough is enough. I have concluded that Professor Donovan deserve to be sanctioned to the fullest extent possible and that his interest in Trust One should be forfeited.

To some it may seem cruel to strip Professor Donovan of assets that have been derived from his efforts. It may be argued that in doing so, he will be left in poverty. But his alleged poverty has not prevented him from instituting what must have been costly litigation attacking his children. To extent that it is claimed that this litigation has been financed by friends of Professor Donovan who are concerned for his welfare, those friends might better use their wealth to provide financial support to Professor Donovan rather than waste their money funding frivolous litigation.

Counsel for the parties are directed to confer to develop a plan for the winding up of Trust One and to bring to my attention any disputes or questions relating to that process.

I previously advised the parties that I was retiring from practice and they should consider finding someone to replace me. These most recent proceedings had convinced me, however, that this would be unfair to the Donovan siblings, and any new mediator/arbitrator. To the extent there are likely to be future proceedings, there is a substantial likelihood that, like the present application, there will be attempts to relitigate what I have already decided. At a minimum, the appropriate disposition of any application will require a deep understanding of all that has gone before. In these circumstances, I feel it would be irresponsible for me to withdraw and I will not.

November 10, 2021



John S. Martin

EXHIBIT O

NOTIFY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK,SS

SUPERIOR COURT DEPARTMENT

Rebecca M. Brown, et al.,

Plaintiffs,

Civil Action No.: 0384CV4247-BLS1

v.

John J Donovan, Sr. et al,

Defendants

FINAL JUDGMENT

Upon consideration by Peter Krupp, Associate Justice of the Superior Court IT IS
HEREBY ORDERED and ADJUDGED that:

1. Defendant's Motion to Vacate Arbitration Award of November 10, 2021, is
DENIED. The Arbitrator's Award dated November 10, 2021, is CONFIRMED
pursuant to G.L. c. 251, Sec. 12(d).

Final judgment shall enter accordingly.

August 17, 2022



Assistant Clerk Magistrate
Office of the Civil Clerk
Michael J. Donovan

Noted
SMP
8-18-22

JUDGMENT ENTERED ON DOCKET Aug 18 2022
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 60
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 71(b) AS FOLLOWS

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CASE NO: 2022-CP-02-02654
William T. Hurley, Jr., as Trustee	)	
of the Aiken Property Trust,	)	
	)	
Plaintiff,	)	ANSWER & COUNTERCLAIM
	)	
vs.	)	(Jury Trial Demanded)
	)	
Linda Donovan,	)	
	)	
Defendant.	)	
_____	)	

NOW COMES DEFENDANT, Linda Donovan, by and through counsel, and in Answer & Counterclaim to Plaintiff's Summons and Complaint, would show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of Plaintiff's Complaint not specifically admitted is denied.
2. As to the first two unnumbered paragraphs, Defendant denies the allegations as written and asserts the Defendant does have an interest in the Aiken Properties.
3. Defendant denies the allegations of paragraph 1.
4. Defendant admits the allegations of paragraphs 2, 3, 4, and 5.
5. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 6, 7, and 8, and, therefore, denies the same.
6. Paragraphs 9, 10, 11, and 12 of Plaintiff's Complaint state a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

7. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraph 13, and, therefore, denies the same.

8. Paragraphs 14, 15, 16, 17, 18, 19, 20, 21, and 22 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

9. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 23 and 24, and, therefore, denies the same.

10. Defendant admits the allegations of paragraphs 25 and 26.

11. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 27, 28, 29, 30, and 31, and, therefore, denies the same.

12. Paragraphs 32, 33, and 34 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

13. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraph 35, and, therefore, denies the same.

14. Paragraphs 36, 37, and 38 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

15. Defendant denies the allegations of paragraphs 39, 40, and 41. The 2020 Corrective Deed from John J. Donovan, Sr. a/k/a John J. Donovan, II and Defendant was for insufficient consideration. Also, Plaintiff's interpretation of the documents is in error, and, furthermore, Defendant's husband is the sole beneficiary of Trust One JJD, which is the sole beneficiary of the Aiken Property Trust.

16. Paragraph 42 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

17. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 43 and 44, and, therefore, denies the same.

18. Defendant admits the allegation of paragraph 45.

19. Defendant denies the allegation of paragraph 46 as John J. Donovan, Sr. a/k/a John J. Donovan, II is currently appealing the 2021 Arbitral Award.

20. Defendant denies the allegations of paragraphs 47, 48, and 49.

21. Defendant denies the allegations of paragraphs 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, and 65.

22. Defendant admits the allegations of paragraph 66.

23. Defendant denies the allegation of paragraph 67.

24. Defendant admits the allegation of paragraph 68, however, Defendant has been paying for property expenses, including but not limited to, homeowner's insurance, property taxes, and improvements to the property during her possession.

25. Defendant denies the allegations of paragraphs 69 and 70.

FOR A SECOND DEFENSE

(Rule 12(b)(6))

26. Plaintiff's claims are barred because Plaintiff's Complaint fails to state a cause of action and should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

(Rule 12(b)(7))

27. Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(7) of the South Carolina Rules of Civil Procedure for failing to join an indispensable party pursuant to Rule 19 of the South Carolina Rules of Civil Procedure. Plaintiff has failed to join John J. Donovan, Sr. a/k/a John J. Donovan, II, who is described as the sole beneficiary of Trust One JJD, which is the sole beneficiary of the Aiken Property Trust.

FOR A FOURTH DEFENSE**(Uniform Enforcement of Foreign Judgments)**

28. Plaintiff's Complaint should be dismissed because Orders attached as Exhibit L and O to the Plaintiff's Complaint have not been domesticated in the State of South Carolina pursuant to South Carolina's Uniform Enforcement of Foreign Judgments, S.C. Code Ann. Section 15-35-910 *et seq.* Also, there is no affidavit recorded stating that the Orders described as Exhibits L and O to Plaintiff's Complaint are final, as required by S.C. Code Ann. Section 15-35-920.

FOR A FIFTH DEFENSE**(Doctrine of Estoppel and Waiver)**

29. Plaintiff's claims may be barred by the doctrines of estoppel and waiver.

FOR A SIXTH DEFENSE**(Unconstitutionality of Punitive Damages)**

30. Plaintiff may be seeking punitive or exemplary damages which violates Linda Donovan's right to substantive due process as provided by the Fifth and Fourteenth Amendment of the U.S. Constitution and the Constitution of the State of South Carolina and Plaintiff fails to state a cause of action which exemplary or punitive damages may be awarded.

31. As a further defense, if Plaintiff is entitled to punitive damages, which entitlement is denied, such award of punitive damages is limited as provided in S.C. Code Ann. Section 15-32-530 (Supp. 2018).

FOR A SEVENTH DEFENSE**(Statute of Limitations, Laches)**

32. This action is barred by the applicable statute of limitations since it was not commenced within the statutory period of time. Further, Plaintiff's claims are barred by the doctrine of laches.

FOR AN EIGHTH DEFENSE

(Statute of Frauds)

33. Plaintiff's claims are barred in whole or in part by the Statute of Frauds.

FOR A NINTH DEFENSE

(Unclean Hands)

34. Plaintiff's claims against Defendant are barred by Plaintiff's unclean hands, to be proven by Plaintiff's actions and conduct.

FOR A TENTH DEFENSE

(Failure to Mitigate)

35. Plaintiff has failed to properly mitigate his damages, if any, and therefore his claims are barred in whole or in part.

FOR AN ELEVENTH DEFENSE

(Reservation of Additional Defenses)

36. Defendant reserves any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

FOR A TWELFTH DEFENSE AND BY WAY OF

COUNTERCLAIM AGAINST PLAINTIFF

(Breach of Duty/Fiduciary Duty)

37. Defendant is a citizen and resident of Aiken County, South Carolina.

38. Defendant Linda Donovan is married to John J. Donovan, Sr. a/k/a John J. Donovan, II, for approximately 25 years, having been married in 1995.

39. Plaintiff, William T. Hurley, Jr. is the Trustee of the Aiken Property Trust U/D January 14, 2015 (hereinafter "Aiken Property Trust"). The Aiken Property Trust holds properties, which are described on Exhibit A attached hereto, and Defendant is unaware what other property is held in the Aiken Property Trust. A copy of the Aiken Property Trust is attached hereto and incorporated herein as Exhibit B.

40. This Court has personal jurisdiction and subject matter jurisdiction. Venue is proper in Aiken County, South Carolina.

41. On or about January 14, 2015, the Aiken Property Trust was deeded properties as described in Exhibit A, for the sum of \$1,500,000.00. The closing took place at the office of Rudnick and Rudnick in Aiken, South Carolina.

42. Defendant Linda Donovan personally contributed funds for the purchase as shown by the letter of Rudnick & Rudnick dated January 19, 2015, a copy of which is attached hereto and incorporated herein as Exhibit C.

43. In addition, the Bank of America wire transfer advice documents show that Defendant, Linda Donovan, wired \$19,974.24 for the purchase of the subject properties from her own funds. The Bank of America wire transfer advice documents indicate that John J. Donovan, Sr. a/k/a John J. Donovan, II, Defendant's husband, wired \$8,000.00 for the purchase of the subject properties. In addition, Trust One JJD, of whom John J. Donovan, Sr. a/k/a John J. Donovan, II, was the sole beneficiary, wired \$1,282,953.49 for the purchase of the subject properties. A true and correct copy of the redacted Bank of America wire transfer advice documents are attached as Exhibit D. Trust One JJD is the sole beneficiary of the Aiken Property Trust. A copy of Trust One JJD is attached hereto and incorporated herein by reference as Exhibit E.

44. Defendant Linda Donovan has expended well over \$200,000.00 in making improvements to the subject properties, including renovations, building of structures and other improvements. Defendant Linda Donovan has also expended her time and effort in maintaining the subject properties since 2015.

45. Upon information and belief, Plaintiff William T. Hurley, Jr. is an attorney and certified public accountant, and has been the sole trustee of the Aiken Property Trust since its formation in 2015.

46. At all times relevant, Plaintiff knew that the subject properties were purchased for the benefit of Defendant and Defendant's husband.

47. At all times relevant, Plaintiff knew or should have known that Defendant has a beneficial interest in the Aiken Property Trust and other assets, due to the 25 year marriage between Defendant and Defendant's husband. The subject properties are marital property.

48. Defendant and Defendant's husband, reposed special confidence in Plaintiff, and Plaintiff performed numerous services in relation to the Aiken Property Trust and other matters.

49. Plaintiff is an accountant or certified public accountant in one or more states, and provided financial services to Defendant, and used his knowledge of financial dealings to structure dealings between Plaintiff and Defendant.

50. At all relevant times hereto, Plaintiff owed Defendant Linda Donovan a duty of due care and also Defendant's husband.

51. Plaintiff accepted or induced the confidence placed in him by Defendant and Defendant's husband. A fiduciary relationship existed between Plaintiff and Defendant, and Defendant's husband. Plaintiff owed Defendant all fiduciary duties under the law.

52. Plaintiff has breached the duties and/or fiduciary duties owed to Defendant in numerous respects, including, but not limited to a breach of loyalty, honesty, due care, duty to account, failure to safeguard the assets of the Aiken Property Trust and Trust One JJD, and others to be more particularly proven at trial. Upon information and belief, Plaintiff failed to properly administer the Aiken Property Trust, which has caused substantial damage to Defendant.

53. Upon information and belief, the Plaintiff, as Trustee, apparently consented to a possible disclaimer of assets by the sole beneficiary of Trust One JJD, John J. Donovan, Sr. a/k/a John J. Donovan, II, and the Trustee knew or should have known that the alleged disclaimer was not informedly made, not in the best interest of the beneficiary, and not in accord with the purposes of the Trust.

54. In addition, upon information and belief, Plaintiff, as Trustee, has failed to object or defend Trust One JJD and the Aiken Property Trust from alleged sanctions by an arbitration proceeding in Massachusetts, which is under appeal. Plaintiff is aware that the arbitration proceeding, which is partially described in Plaintiff's Complaint, is not a final judgment and it was appealed by John J. Donovan, Sr. a/k/a John J. Donovan, II. The arbitration proceeding has had the purported effect of "switching" the beneficiaries of Trust One JJD, and subsequently the Aiken Property Trust to the children of John J. Donovan, Sr. a/k/a John J. Donovan, II, who ARE NOT NAMED BENEFICIARIES IN EITHER TRUST ONE JJD OR THE AIKEN PROPERTY TRUST.

55. Plaintiff was aware that Defendant contributed funds for the Aiken Properties as Plaintiff was involved in the transaction from the beginning. Plaintiff is also aware that Defendant has contributed substantial personal amounts for improvements, maintenance and upkeep of the Aiken properties.

56. As a direct and proximate result of Plaintiff's breaches of duty and fiduciary duties Defendant has suffered actual damages, special and consequential damages. Plaintiff's conduct was wilful and wanton.

57. Defendant is informed and believes she is entitled to judgment against Defendant for all actual, consequential, and special damages, prejudgment interest, attorney's fees and costs and an award of punitive damages based on Plaintiff's conduct, in amounts to be proven at trial.

FOR A THIRTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST PLAINTIFF
(UNJUST ENRICHMENT)

58. Defendant realleges paragraphs 37 through 57 above as if repeated verbatim herein.

59. By obtaining the assets of Defendant to which Plaintiff was not entitled, Plaintiff has been unjustly enriched. Plaintiff has attempted and continues to attempt to strip Defendant of her interest in the subject properties, and possibly others, knowing fully that Defendant has invested her own money, Defendant's marital assets, of which Plaintiff is aware, and Defendant's husband assets in the properties.

60. Plaintiff is attempting to strip Defendant of her interests in the subject properties. Plaintiff, at all relevant times, is aware that the Orders attached as Exhibits L & O to Plaintiff's Complaint are not final, and that they would completely contradict the terms of the Trust One JJD and the Aiken Property Trust. Plaintiff is or should be aware that there was no other named beneficiary of Trust One JJD or the Aiken Property Trust other than John J. Donovan, Sr. a/k/a John J. Donovan, II, yet Plaintiff has initiated a prior eviction against Defendant and now this pending civil case.

61. Plaintiff's retention of the assets of Defendant violates fundamental principles of justice, equity, and good conscience, and Plaintiff is therefore liable to account for, disgorge, and return those assets, or the proceeds therefrom, to Defendant.

FOR A FOURTEENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(CONSTRUCTIVE OR RESULTING TRUST)

62. Defendant realleges paragraphs 37 through 61 as if repeated verbatim herein.

63. Plaintiff was conveyed the subject properties in Aiken, South Carolina, partially with consideration paid by Defendant, Defendant's husband, and also proceeds from Trust One JJD, of which Defendant's husband is the sole beneficiary.

64. Defendant intended a benefit to herself in transferring her funds for the purchase of the subject properties in Aiken, South Carolina. The subject properties are subject to Defendant's beneficial interest and are marital property of Defendant and Defendant's husband.

65. Under the circumstances as alleged above, including but not limited to the bad faith, abuse of confidence, violations of fiduciary duties, acts and omissions, and other duties breached by Plaintiff, it would be inequitable that Plaintiff retain the subject property or any proceeds therefrom for either himself or others.

66. Defendant is informed and believes the court should equitably impose a Constructive or Resulting Trust on the subject property described on Exhibit A in favor of Defendant. In addition, any proceeds received from the sale of the subject property should first be paid to Defendant in payment of her contributions, beneficial interest, and marital interest, and for other reasons to be more particularly proven at trial.

FOR A FIFTEENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(DECLARATORY JUDGMENT)

67. Defendant realleges paragraphs 37 through 66 as if repeated verbatim herein.

68. Defendant requests the Court issue a Declaratory Judgment under S.C. Code Ann. Section 15-53-10 *et. seq.* declaring the rights, status, and legal relations as to Defendant as well as interpreting Trust One JJD and the Aiken Property Trust, and any alleged settlement agreements or orders from Massachusetts affecting the Aiken Property and determine their meaning and enforceability under South Carolina law, because the real property which is the subject of this action is in Aiken County, South Carolina, and also because the Defendant is a citizen and resident of Aiken County, South Carolina.

WHEREFORE, having fully answered, Defendant prays that the Plaintiff's Complaint be dismissed in its entirety with prejudice, and for judgment against Plaintiff for all actual, special, consequential, and incidental damages suffered by Defendant, an award of punitive damages, plus prejudgment interest and attorney's fees and costs, for an Order imposing a Constructive or Resulting Trust as described above, for an accounting of all assets received or expended by the

Plaintiff since the Aiken Property Trust's formation, for a Declaratory Judgment declaring the rights of Defendant as described above, for the Court to terminate Trust One JJD and Aiken Property Trust and convey the subject properties to Defendant and the named beneficiary in the Trusts and for such other and further relief that the Court deems just and proper.

Smith, Massey, Brodie, Gynn & Mayes, LLC

s/Brad A. Brodie

Brad A. Brodie

S.C.No. 8632

210 Colony Parkway, SE

Aiken, SC 29803

T: 803-643-4110

F: 803-643-8140

brodielawfirm@gmail.com

Attorneys for Defendant Linda Donovan

January 3, 2022.



2015001022

DEED

RECORDING FEES

\$10 00

STATE TAX

\$2710.50

COUNTY TAX

\$1146 75

PRESENTED & RECORDED

01-16-2015 08:30 AM

JUDITH WARNER

REGISTER OF MESSE CONVEYANCE

AIKEN COUNTY, SC

BY: MARILYN SEIGLER DEPUTY

BK: RB 4536

PG: 786 - 789

ELECTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That H 'N D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of ONE MILLION FORTY-TWO THOUSAND FIVE HUNDRED AND N0/100 Dollars (\$1,042,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), approximately 4.37 miles South of the City limits of the City of Aiken, County and State aforesaid, containing 40.00 acres, more or less, as shown and designated upon a plat prepared for Cornelius Debonte by Charles M. Jones, dba, Jones and Murph dated April 14, 1997, recorded May 16, 1997, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 36 at Page 258-1. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H 'n D Stables, Inc. by deed of Debonte Family Limited Partnership dated July 20, 1998, recorded July 21, 1998, in Title Book 1795 at Page 127, records of Aiken County, South Carolina. Thereafter, H 'n D Stables, Inc. filed Articles of

Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 139-19-01-002

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989
Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

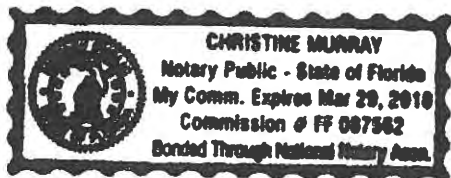
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

2015001023
DEED
RECORDING FEES \$10.00
STATE TAX \$1189.50
COUNTY TAX \$503.20
PRESENTED & RECORDED
01-16-2015 08:30 AM
JUDITH WARNER
REGISTER OF MORTGAGE CONVEYANCE
AIKEN COUNTY, SC
BY: MARILYN SEIGLER DEPUTY
BK: RB 4536
PG: 790 - 793

ELECTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022COP0202654

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That H 'N D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$457,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in Southeast of the City of Aiken, in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), containing 36.68 acres, more or less, as shown and designated upon a plat prepared for Ira E. Coward, et. al, by Southern Partners, Inc. dated December 30, 2004, and recorded February 14, 2005, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 49 at Page 9-2. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H n' D Stables, Inc. by deed of Ira E. Coward, II, William L. Coward and Edgar A. Coward dated April 18, 2005, recorded May 12, 2005, in Title Book 2512 at Page 200, records of Aiken County, South Carolina. Thereafter, H 'n D Stables,

Inc. filed Articles of Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 140-08-04-001

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989

Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

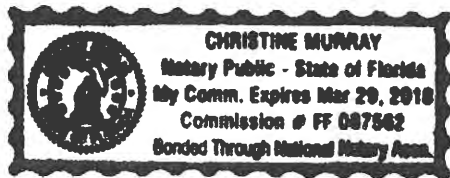
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]

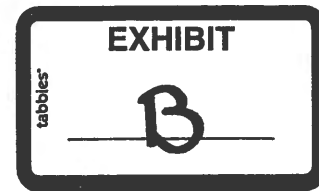


After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Restrictive covenants and easements contained therein appearing of record in Deed Book 2512, page 200, Public Records of Aiken County, South Carolina.
7. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

DECLARATION OF TRUST
ESTABLISHING
AIKEN PROPERTY TRUST



I, William T. Hurley, Jr. JD CPA, of Verdolino & Lowey, Foxborough, Massachusetts (the "Trustee"), hereby declare that Ten Dollars (\$10.00) is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustee with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE

Name and Purpose

1.1 This Trust shall be known as the **Aiken Property Trust** and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and such functions as are necessarily incidental thereto.

SECTION TWO

Trustees

2.1 In the event there are two Trustees at any time, both trustees shall be required to execute any and all instruments and certificates necessary to carry out the provisions of the trust. In the event there are more than two Trustees at any time, any two trustees, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any acts or omissions in the execution of the Trust so long as acting 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 Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see 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 the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in Paragraph 2.1, 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 this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries, and that such instrument or document or action is valid, binding, effective and

legally enforceable.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION THREE

Beneficiaries

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and action taken hereunder (including without limitation, amendment and termination of this Trust; appointment and removal of a Trustee; directions and notices to Trustee(s); and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.

3.3 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 or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

SECTION FOUR

Powers of Trustees

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries;

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claims against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustees nor the Beneficiaries shall be personally liable therefore. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

SECTION FIVE

Termination

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustees shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this Trust shall terminate in the event TWENTY (20) years from the date of the death of the last surviving Trustee of the original Trustees named in this instrument.

5.2 In the case of any termination of the Trust, the Trustees 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, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by all Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN

Resignation and Successor Trustee

7.1 Any Trustee hereunder may resign at any time by an instrument in writing and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the dates specified therein or upon the date of the recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed 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 recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

SECTION EIGHT

Governing Law

8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE

Registry of Deeds

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in which any real estate included in the Trust Estate is located.

Executed as a sealed instrument this 14th day of January, 2015.

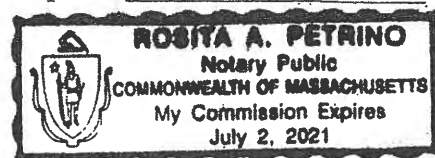
William T. Hurley, Jr., Trustee
William T. Hurley, Jr., JD CPA, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

On this 14th day of January, 2015, before me, the undersigned notary public, personally appeared William T. Hurley, Jr., JD CPA, **as aforesaid**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose.

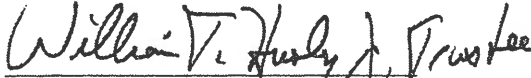
Rosita A. Petrino
Notary Public
My Comm. Expires: _____



SCHEDULE OF BENEFICIARIES OF THE AIKEN PROPERTY TRUST

The Beneficiary of the Aiken Property Trust is Trust One JJD, whose sole beneficiary is John J. Donovan, II.

Trust One JJD, Beneficiary


William T. Hurley, Jr., JD CPA, Trustee

Acknowledged:

Aiken Property Trust


William T. Hurley, Jr., JD CPA, Trustee

Dated: January 14, 2015

Rudnick & Rudnick
Attorneys at Law
Post Office Box 544 (29802)
135 Pendleton Street NW (29801)
Aiken, SC



Telephone (803) 648-2565
Fax (803) 648-6705

January 19, 2015

Mr. William T. Hurley, Jr.
Attorney at Law
124 Washington Street
Foxborough, MA 02035

Re: 3320 Banks Millll Road, Aiken, SC

Dear Bill:

In connection with the above-referenced matter, I enclose herewith a check for \$2,173.84 which represents the amount of the wire overage concerning the above property. As you know, Linda Donovan was to make up any shortage in the wire concerning the purchase of the property. Because I did not know the exact amount of the wire until approximately 4:00 PM of the closing day, I was not able to adjust the Settlement Statement. If I could have adjusted the Settlement Statement, I would have reduced the amount Linda contributed by the amount of the enclosed check. I hope that you will consider forwarding this amount to Linda. She questioned why she was not receiving any overage and I explained that the wire came from the Trust and I was obligated to send any overage to you as Trustee.

I would like to thank you for your help and guidance in this matter. I will forward the recorded deeds and title policies in the near future.

With kind regards, I am

Sincerely yours,

A handwritten signature in black ink, appearing to be "Morris Rudnick".

RUDNICK & RUDNICK
By: Morris Rudnick

Encls.

Bank of America

EXHIBIT

tabbles

D

PAGE 1 OF 1

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-0
18507

WX 0000 569 008565 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/14/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: JOHN JOSEPH DONOVAN
SENDING BANK: PEOPLE'S UNITED BANK
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 000675

ID: 6500404204
ID: 221172186
ID: [REDACTED]

PAYMENT DETAIL: PURPOSE - PARTIAL PAYMENT OF PROPERTY

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$19,974.24

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
ORIGINATOR: LINDA J DONOVAN
INSTRUCTING BANK: BANK OF AMERICA NA - MMM

ID: [REDACTED]
ID: MMML

PAYMENT DETAIL: Linda Donovan

RECEIVED ELECTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022CPC0202654

Bank of America

PAGE 1 OF 1

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-
18507



WX 0000 755 008944 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/15/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

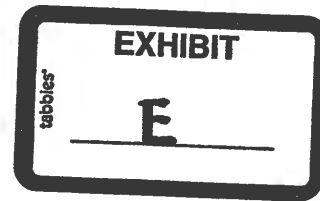
USD AMOUNT \$1,282,953.49

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: TRUST ONE JJD
SENDING BANK: SANTANDER BANK, N.A.
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 001011
RELATED REF: N611130 NONE

[REDACTED]
[REDACTED]
[REDACTED]

ELECTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

TRUST AGREEMENT

John J. Donovan, Jr. of Manchester, Massachusetts, in his capacity as trustee (hereinafter with its successors in trust called the "Trustee") hereby declares and covenants that the Trustee has received the property described in Schedule A, in trust, and it will hold, manage, invest and reinvest the same, together with any other property hereafter purchased by, owned by, conveyed, assigned or transferred to the Trustee, as Trustee hereunder, or added to the Trust by gift or will, and accepted by the Trustee, and any other property however acquired by the Trustee hereunder, and, after paying or making provision for all proper expenses of administration, will dispose of the income and principal upon the trusts and subject to the terms, provisions and conditions hereinafter set forth. Such property shall be held in trust for the sole benefit of John J. Donovan.

ARTICLE FIRSTNAME AND NATURE OF TRUST

1.1 Name. This Declaration of Trust may be referred to as the "Trust One JJD of _____, _____, 20__." This Trust shall be irrevocable and not subject to amendment or alteration except as set forth in Section 1.2.

1.2 Trustee's Power to Amend. The Trustee may amend this Declaration of Trust if it is determined that such amendment is appropriate (a) to cure ambiguities, inconsistencies or defects in this Declaration of Trust, (b) to enable the Trustee more effectively to carry out a purpose or wish expressed in this Declaration of Trust, or (c) for the more convenient or efficient administration of any trust hereunder. Any such amendment shall be made by a writing signed by the Trustee and a copy delivered to the then beneficiaries. This power to amend shall be exercisable by the Trustee only in a fiduciary capacity and shall be exercisable (1) upon written approval of the Honorable John S. Martin, Jr., or his successors, (hereinafter, "Justice Martin") until the Transfer Date, as hereinafter defined in section 2.3; or (2) after the Transfer Date, upon consent of the Trustee.

ARTICLE SECOND
DISPOSITION OF TRUST PROPERTY

2.1 Disposition of Income and Principal. The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

From the date of this Trust to the Transfer Date, so much of the net income of the Trust, as the Trustee deems advisable, shall be paid to or applied for the payment of real estate taxes and municipal assessments due and owing for any real property owned by the Trust. After the payment of real estate taxes and municipal assessments, and at the sole discretion of the Trustee, interest income may be paid to or applied for the benefit of the beneficiaries. Any income not so paid or applied may be added to principal or may be held for later payment to or application for each beneficiary, or addition to principal, as the Trustee determines in its sole discretion. From the date hereof to the Transfer Date, the Trustee shall invest any and all cash assets of the Trust in U.S. Government Bonds, unless authorized otherwise by Justice Martin. The Trustee shall not make any distributions of Trust principal to any beneficiary from the date hereof to the Transfer Date. The interests of any and all beneficiaries shall not and may not be transferred, pledged, assigned or sold until the Transfer Date, and thereafter only upon the written consent of the Trustee, which shall be in the Trustee's sole and exclusive discretion.

After the Transfer Date, The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as it determines, in its sole discretion.

2.2 Disposition of Real Property. Real property owned by the Trust may be sold, in whole or in part, by the Trustee in its discretion, provided, however, that from the date hereof to the Transfer Date, any such sale must be at fair market value and must have the prior written approval of Justice Martin, or his successor. All proceeds from such sale(s) shall remain in the Trust and shall be invested and may be distributed only as set forth herein. The Trust may

purchase replacement property at fair market value for any property sold, provided however, that from the date hereof to the Transfer Date, any such purchase of replacement property must have the prior written approval of Justice Martin, or his successor.

2.3 Transfer Date. The Transfer Date shall be the earliest of the following to occur: the date of the death of John J. Donovan, Sr.; ten years from the effective date of this Trust; or six years from the effective date of this Trust if, and only if, Justice Martin determines that the Trustee and beneficiaries have acted in good faith with respect to the management of this Trust and compliance with the terms of that certain Final Settlement Agreement of March 26, 2007 between John J. Donovan, Sr., John J. Donovan, Jr., James H. Donovan, Carolyn D. Rosenbaum, Maureen D. Lantz, Rebecca M. Donovan and Linda Donovan, as the same may be amended from time to time (hereinafter, the "FSA"). Upon the Transfer Date, the Trustee shall have the full power, authority and discretion to manage and administer this Trust and its assets, for the benefit of the beneficiaries, as permitted by law and the terms hereof without the requirement of any prior approvals from Justice Martin, or his successor.

2.4 Limitation Trustees' Discretionary Powers. A Trustee may not participate in any exercise of discretionary powers that would discharge a personal legal obligation of that Trustee.

ARTICLE THIRD

SUCCESSION OF TRUSTEES

3.1 Change of Trustees. A Trustee may resign at any time, such resignation to be effective when delivered to any co-trustee and/or to the designated independent manager for this Trust. Any vacancy in the office of trustee, whether created by resignation, removal or otherwise, may be filled only by the designated independent manager. The appointed Trustee must be a disinterested party with respect to the Trust assets and any beneficiaries and may not be the designated independent manager. The designated independent manager may remove and/or replace a Trustee at any time and this shall be the designated independent manager's sole power and authority with respect to this Trust, unless specifically stated otherwise herein. The

designated independent manager must be a disinterested party with respect to the Trust Assets and any beneficiaries and may not be the Trustee. The designated independent manager may resign at any time, such resignation to be effective when delivered to any Trustee and to the beneficiaries. The designated independent manager shall name its successor. If there shall be a vacancy in this position and no successor is named, the designated independent manager shall be appointed by a vote of the majority of the then beneficiaries of this Trust.

Any such removal and appointment, and the acceptance by such Trustee, shall be by an instrument in writing signed and acknowledged by each signatory before a notary public, and shall take effect simultaneously as of a date specified in said instrument which is not earlier than thirty days after delivery of a copy of such instrument to the trustee being so removed.

Until the Transfer Date, the independent manager shall be Justice Martin, or his successor. Upon the Transfer Date, Justice Martin, or his successor, shall resign as independent manager, and the next independent manager shall be determined by John J. Donovan, Jr.

3.2 Incapacity of Trustee. If the Trustee shall become incapable of performing the duties of trustee by reason of advanced age or mental or physical incapacity, the determination in writing of such incapacity, if made in good faith and if supported by a certificate to that effect by a physician, shall terminate such trusteeship and shall be binding upon all persons interested.

ARTICLE FOURTH

GENERAL ADMINISTRATIVE PROVISIONS

4.1 Income. Except as otherwise provided, all accumulated, accrued and undistributed income of a deceased income beneficiary which has not been paid prior to the death of such person shall be income of the next succeeding estate.

4.2 Accounting. The Trustee hereunder shall from time to time render an

account to each income beneficiary and, if requested, to Justice Martin or his successor; provided, however, that if the Trustee has received notice that a guardian, conservator, executor or other fiduciary has been appointed for an income beneficiary, the account shall be rendered to such fiduciary. "Income beneficiary" shall mean each person who is eligible to receive income from the Trust during the period covered by the account. The assent to such account by a majority of such income beneficiaries and fiduciaries shall fully discharge the Trustee as to all matters included in such account or reflected thereby. The failure of any income beneficiary or fiduciary to object to any account by a writing received by the Trustee within sixty days after the delivery to such person of a copy of the account shall be deemed to be an assent by such person.

4.3 Spendthrift Clause. No person to whom any reversionary, future or expectant interest in this Trust, nor any person entitled to any income from this Trust, shall have power to alienate or dispose of such interest or income by anticipation or to subject the same to such person's debts or liabilities. The interest of a beneficiary in this Trust shall not be subject to be taken by his or her creditors by any process.

4.4 Disclaimers by Beneficiaries. A beneficiary, with the prior written consent of the Trustee, may disclaim all or any part of his or her interest in the Trust, before or after such interest is accepted, and before or after it is vested, for any period of time, by filing an appropriate writing with the Trustee. The Trustee shall not consent to such disclaimer if the Trustee in its discretion believes such disclaimer shall not be informedly made, not in the best interest of the beneficiary, not in accord with the purposes of this Trust, or an attempt to circumvent the provisions hereof prohibiting anticipation and alienation of interests, or if it imposes additional duties on the Trustee which the Trustee does not want to accept.

ARTICLE FIFTH

TRUSTEE PROVISIONS

5.1 Discretionary Powers. Whenever in this Declaration of Trust the Trustee is empowered to make a determination, it shall have absolute discretion in making such determination, unless otherwise specifically provided. The exercise of any discretion by the

Trustee, if made in good faith, shall be conclusive and binding upon all persons interested.

5.2 Disclaimers and Releases by Trustee. The Trustee may at any time disclaim or release any power in whole or in part by an instrument in writing, signed and delivered to any co-trustee or if none, to the designated independent manager. Any disclaimer or release of a power by a Trustee may be upon such conditions as the Trustee specifies. In addition, the Trustee may disclaim any interest in property. A disclaimer or release by a Trustee shall be binding upon the successors to the Trustee unless the Trustee specifies otherwise. Such rights of the Trustee are subject to the prior written approval of Justice Martin until the Transfer Date.

5.3 Certificate by Trustee. A written statement by the Trustee at any time as to facts relative to this Trust may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or other person dealing in good faith with the Trustee in reliance upon such statement.

5.4 Bond. No Trustee shall be required to give bond or furnish surety on any bond required by law.

5.5 Liability of Trustee. No Trustee shall be liable for the acts or omissions of any co-trustee, prior trustee or person administering any estate. Unless requested in writing by a beneficiary, a Trustee shall not be obligated to inquire as to any such acts or omissions or to ascertain that the property transferred to him is the entire Trust property.

5.6 Delegation to Co-Trustee. Whenever there is more than one trustee hereunder, the Trustee may delegate any trustee powers and discretions to a co-trustee for such period or periods of time as the Trustees may agree; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust may not be delegated to such Trustee under this section.

5.7 Compensation. The Trustee shall be entitled to reasonable compensation,

which may be charged to income only.

5.8 Powers of Trustee. Except as may be specifically provided otherwise in this Declaration of Trust, the Trustee shall have wide discretion in matters of the management of Trust property, and the following enumeration of specific powers is not intended to exclude other powers reasonably incidental to such management. Except where specifically provided otherwise in this Declaration of Trust, the Trustee shall have in addition to those powers conferred by law or otherwise the following powers, privileges and exemptions, which may be exercised and invoked in the Trustee's absolute discretion:

(a) To invest and reinvest the cash assets of this Trust in U.S. Government Bonds, or other investments as may be approved by Justice Martin, prior to the Transfer Date and to invest and reinvest such cash assets of the Trust as the Trustee deems advisable, in its sole discretion, after the Transfer Date.

(b) To manage real property; including but not limited to the authority to sell, transfer or convey such property, to purchase replacement property, to lease such property and to collect and receive rents and income from such property, provided however, that from now until the Transfer Date the Trustee must receive the prior written approval of Justice Martin, or his successor, to sell, transfer or convey such property or purchase replacement property,

(c) To sell any Trust property at public or private sale upon such terms and conditions as the Trustee deems advisable; to exchange or partition all or any part of the property of any trust, real or personal, at any time held, to purchase or exercise any form of option or right to purchase securities or other property; to execute any and all deeds and other instruments necessary or appropriate to accomplish the foregoing, with or without covenants, warranties or representations. From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

(d) To receive additions to the Trust by gift or will, or otherwise, and to hold and administer the same under the provisions hereof; except that from the date hereof to the

Transfer Date, the trustee may not receive additions to the Trust by gift or will, or otherwise

(e) Pursuant to the terms herein, to make any division or distribution in cash or in kind or in undivided interests in specific property or partly in each, at then current values, without regard to the basis or other income tax attributes of specific property allocated to any beneficiary (including any trust which is a beneficiary).

(f) To make any payment or distribution directly to a beneficiary, who is a minor or who is otherwise incompetent, or to such beneficiary's guardian, conservator or custodian under the Uniform Transfers to Minors Act, or to a relative for such beneficiary's use or any trust then being held for such beneficiary.

(g) To employ accountants, attorneys-at-law and other professionals, and to rely upon their opinions; to employ a trustee or a firm in which a trustee has an interest to perform necessary services for the trust on customary terms.

(h) To determine in accordance with IRS tax rules what shall belong and be chargeable to principal and what shall belong and be chargeable to income; to amortize or not amortize bond premiums in accordance with IRS tax rules; to retain reserves out of income for expenses, taxes and other liabilities; if any trust property is subject to actual depreciation, depletion or obsolescence, to retain or not retain reasonable reserves out of income, irrespective of any change in the market value of such trust property.

(i) To settle, by compromise, arbitration or otherwise, any and all taxes on future interests and any and all other claims and demands in favor of or against or in any way relating to Trust property, upon such terms as the Trustee determines.

(j) To investigate, prevent and remediate violations or possible violations of Federal, state or local law regarding substances posing a hazard to the environment or to human health which may be applicable to any property held by the Trustee; to undertake such actions prior to the formal enforcement of such laws by any Federal, state or local agency against Trust

property; to charge all expenses associated with any such investigation, prevention or remediation, including the fees of consultants and counsel, against the income or principal of this Trust.

(k) To retain in the form received any property or undivided interests in property donated to or otherwise acquired as a part of the Trust estate, including residential property, and to exchange any such property for other properties and to retain such properties in exchange.

(l) To borrow money and to encumber, mortgage or pledge any asset of the Trust estate upon such terms and conditions as the Trustee deems advisable to carry out the intent of this Trust; except that from the date hereof to the Transfer Date, the Trustee may not encumber, mortgage or pledge any asset of the Trust estate

(m) To make ordinary or extraordinary repairs or alterations to the buildings or structures on any real property of the Trust, out of income.

(n) To compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the Trust estate as the Trustee deems advisable, in its sole discretion. Except that from the date hereof to the Transfer Date the Trustee will not use any asset of the Trust estate to pay for the compromise, adjustment, arbitration, law suit or defense, abandonment or settlement of claims in favor of or against the Trust estate or John Donovan without the prior written approval of Justice Martin, or his successor.

(o) In general, to exercise all powers in the management of the Trust estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem prudent, and to do all acts which it may deem necessary or proper to reasonably maintain the assets of this Trust, whether personal or real, carry out the purpose of this Trust.

Notwithstanding anything to the contrary herein, from the date hereof until the Transfer

Date, the Trustee shall manage any assets transferred to and held by the Trustee in accordance with the terms of this document and the direction of Justice Martin, or his successor, and shall be required to make any payments, transfers, or demands, ordered by Judge Martin or his successor

5.9 Trustee May Assume Investment Responsibility. The Trustee may assume responsibility for the investment of all or part of the Trust property, and the Trustee shall have no liability with respect to such investments, except as may otherwise be directed by Justice Martin, or his successor.

5.10 Acquisition and Retention of Certain Assets. The Trustee is authorized to use trust principal, including the entire principal of the Trust, to purchase any property or interest in property, real or personal, in which the Trustee has an interest. The Trustee may retain indefinitely or for such other period as the Trustee may determine any such property or interest in property so purchased by the Trustee, or any property given to the Trustee by any other person, or received from any estate, whether or not the property is income producing and without regard to the proportion which the value of the property may bear to the total value of the Trust even if such retention involves business or financial risks that trustees would not ordinarily incur. The Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this section.

From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

5.11 Real Estate. The Trustee may acquire or retain real property, whether or not income producing, for long term investment or the rent free use of one or more of the beneficiaries eligible to receive the income from that trust, upon such equitable terms as the Trustee determines.. The Trustee may execute, assume or redeem any note or mortgage on such real property, with the Trust income or principal or both, and may pay taxes, insurance premiums and general expenses of upkeep, maintenance and repair with respect to such property

From the date hereof to the Transfer Date, no power in this paragraph can be exercised

without the prior written approval of Justice Martin.

5.12 Investment Advisors. The Trustee may employ investment advisors and consult with them on all matters relating to the purchase, retention or sale of trust property. The Trustee may act upon the advice of such advisors in whole, or to such extent as he determines, and to the extent that the Trustee follows the advice of such advisors, the Trustee shall not be liable for losses or other consequences therefrom. The Trustee may pay any investment advisor reasonable compensation as a Trust expense, which may be charged to income only. An appropriate adjustment shall be made in the compensation of the Trustee to reflect the change in his/her duties which results from such employment.

ARTICLE SIXTH
MISCELLANEOUS PROVISIONS

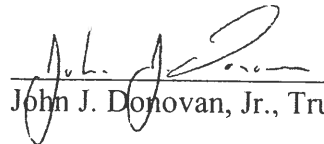
6.1 Applicable Law. This Declaration of Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and its validity and administration shall be governed by said laws except with respect to such assets as are required by the law controlling to be governed by the laws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

6.2 References. References in this Declaration of Trust to the masculine shall include the feminine and the plural the singular, and vice versa, unless the context requires otherwise. References to provisions of the Internal Revenue Code mean provisions of the Internal Revenue Code of 1986 as amended from time to time or the corresponding provisions of any subsequent Federal tax law. The term "state" shall include the District of Columbia.

6.3 Delivery. A document or notice shall be deemed delivered when it is mailed first class, postage prepaid, to the addressee's last known address, or, if not mailed, when actually delivered to the addressee in person or to the addressee's last known address.

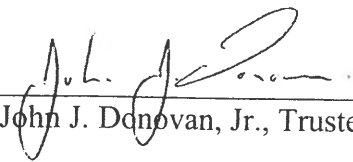
6.4 Effective Date of Trust. This Declaration of Trust shall be the date stated in Section 1.1.

IN WITNESS WHEREOF, John J. Donovan, Jr., as Trustee, has executed this Declaration of Trust under seal the day and year first above written.



John J. Donovan, Jr., Trustee

The office and duties of trustee as above described are hereby accepted by the undersigned.



John J. Donovan, Jr., Trustee

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	Civil Action No.: 2022-CP-02-02654
William T. Hurley, Jr., as	)	
Trustee of the Aiken	)	
Property Trust,	)	
	)	
Plaintiff,	)	PLAINTIFF'S ANSWER TO
	)	DEFENDANT'S COUNTERCLAIMS
v.	)	
	)	
Linda Donovan,	)	
	)	
Defendant.	)	

TO: THE ABOVE-NAMED DEFENDANT:

Plaintiff William T. Hurley, Jr. ("Plaintiff"), as Trustee of the Aiken Property Trust ("Aiken Trust"), respectfully submits this Answer to Defendant Linda Donovan's ("Defendant") Answer and Counterclaims.

Defendant's Counterclaims begin at Paragraph 37 under the heading "For a Twelfth Defense and by Way of Counterclaim against Plaintiff." No response is required to Paragraphs 1-36, which are Defendant's responses to Plaintiff's Verified Complaint ("Complaint"); however, to the extent that a response is required, the allegations in those Paragraphs are denied.

**FOR A TWELFTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST PLAINTIFF**

(Breach of Duty/Fiduciary Duty)

37. Admitted.

38. Plaintiff admits, based on information and belief, that Defendant is married to John J. Donovan, Sr. ("Donovan Sr."). Plaintiff is without sufficient knowledge to admit or deny the remaining allegations in this Paragraph, and therefore denies same.

39. Admitted that Plaintiff is the Trustee of the Aiken Property Trust (“Aiken Trust”), and that the Aiken Trust exclusively owns the properties (“Aiken Properties”) identified and also referenced in the Complaint. Any allegation in this Paragraph to the contrary is denied.

40. Admitted.

41. Admitted that the Aiken Properties were purchased for \$457,500 and \$1,042,500 and transferred to the Aiken Trust pursuant to limited warranty deeds, recorded in the Aiken County Register of Deeds on January 16, 2015 (attached as Ex. F to the Complaint). Otherwise denied.

42. Admitted that the wire transfer records speak for themselves. Denied that it was intended or agreed that Defendant or Donovan Sr. would obtain any right or interest as to the Aiken Properties, and denied that they obtained any such right or interest. Denied that the referenced Exhibit C indicates anything to the contrary.

43. The referenced documents speak for themselves. Any characterization of such documents by Defendant is denied. Admitted that Trust One – JJD (“Trust One”) is the sole beneficiary of the Aiken Trust. Denied as to any implication that Defendant or Donovan Sr. were intended to, or did, obtain any right or interest as to the Aiken Properties.

44. Denied.

45. Admitted.

46. Denied.

47. Denied.

48. Denied.

49. Admitted that Plaintiff is a CPA. Otherwise, denied.

50. Denied.

51. Admitted that Plaintiff is Trustee of Trust One. Otherwise, denied, including as to the conclusions of law alleged in this Paragraph.

52. Denied.

53. To the extent that this Paragraph refers to the 2020 Corrective Deed attached as Exhibit M to the Complaint, admitted that Defendant and Donovan Sr. each executed such Deed before two witnesses and a notary, which was recorded in the Aiken County Register of Deeds on January 28, 2020. Such Deed speaks for itself. All other allegations in this Paragraph are denied.

54. Admitted that the Arbitrator and Massachusetts Superior Court found and adjudicated that Donovan Sr. and/or Defendant had repeatedly committed fraud, and ultimately sanctioned Donovan Sr. by extinguishing his beneficiary interest in Trust One after multiple warnings, as set forth in the Complaint. Otherwise, denied.

55. Admitted that the wire transfer records speak for themselves. Denied that it was intended or agreed that Defendant or Donovan Sr. would obtain any right or interest as to the Aiken Properties, and denied that they obtained any such right or interest. All other allegations in this Paragraph are denied.

56. Denied.

57. Denied.

FOR A THIRTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST PLAINTIFF
(UNJUST ENRICHMENT)

58. Plaintiff incorporates his corresponding responses as set forth above.

59. Denied.

60. Denied.

61. Denied.

FOR A FOURTEENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(CONSTRUCTIVE OR RESULTING TRUST)

62. Plaintiff incorporates his corresponding responses as set forth above.

63. Admitted that the wire transfer records speak for themselves. Denied that it was intended or agreed that Defendant or Donovan Sr. would obtain any right or interest as to the Aiken Properties, and denied that they obtained any such right or interest. Admitted that since the conveyance on January 14, 2015, the Aiken Trust has been the exclusive owner of the Aiken Properties. Admitted that Donovan Sr. had a beneficiary interest in Trust One until the Arbitrator entered the 2021 Arbitral Award, which was confirmed and adopted as a Final Judgment of the Massachusetts Superior Court on August 18, 2022 (Compl. ¶¶ 42-46), extinguishing Donovan Sr.'s entire interest based on findings that he had repeatedly committed fraud. All other allegations in this Paragraph are denied.

64. Denied.

65. Denied.

66. Denied.

FOR A FIFTEENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(DECLARATORY JUDGMENT)

67. Plaintiff incorporates his corresponding responses as set forth above.

68. Denied to the extent inconsistent with Plaintiff's First Cause of Action for Declaratory Judgment as set forth in the Complaint, ¶¶ 48-59.

AFFIRMATIVE DEFENSES

1. Defendant fails to state a cause of action through her Counterclaims, which should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.
2. Defendant fails to state a basis for any fiduciary relationship to exist between Plaintiff and Defendant, much less any breach of fiduciary duty.
3. Defendant fails to state any basis under which she has any right or interest as to the Aiken Properties.
4. Defendant fails to state a basis for imposing a Constructive or Resulting Trust, which is an equitable remedy rather than a cause of action.
5. Defendant fails to state a basis or an entitlement for an accounting of the Aiken Trust's assets.
6. Defendant's Counterclaims are barred by the statute of frauds.
7. Defendant's Counterclaims are barred by the statute of limitations.
8. Defendant's Counterclaims are barred by the doctrine of laches.
9. Defendant's Counterclaims are barred because she has waived any basis for recovery, including through her execution of the settlement agreements referenced in the Complaint and the 2020 Corrective Deed.
10. Defendant's Counterclaims are barred because she has released any basis for recovery, including through her execution of the settlement agreements referenced in the Complaint and the 2020 Corrective Deed.
11. Defendant's Counterclaims are barred by the equitable doctrine of estoppel.
12. Defendant's Counterclaims are barred by the equitable doctrine of unclean hands.

13. Defendant's Counterclaims are barred because any asserted basis for a cause of action was caused by her own acts, omissions, and/or course of conduct.

14. Defendant's Counterclaims are barred because any asserted basis for a cause of action was caused by the acts, omissions, and/or course of conduct of others, including Donovan Sr.

15. Defendant's Counterclaims are barred because she failed to mitigate her damages, if any.

16. Defendant's Counterclaims are barred because the relief sought would result in Defendant's unjust enrichment.

17. Plaintiff reserves the right to amend this Answer, including to add additional affirmative defenses, as warranted by additional investigation and discovery in this case.

WHEREFORE, Plaintiff prays that the Defendant's Counterclaims be dismissed with prejudice, for judgment to enter in favor of the Plaintiff with respect to the Causes of Action asserted in the Complaint, and for further relief as this Court deems just and proper.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

/s/ Matthew L. Jepertinger

Matthew L. Jepertinger, S.C. Bar No. 104171

Michael W. Tighe, S.C. Bar No. 5574

Post Office Box 1390

Columbia, SC 29202-1390

Telephone: (803) 404-6900

Facsimile: (803) 404-6902

mattjepertinger@callisontighe.com

miketighe@callisontighe.com

January 30, 2023
Columbia, South Carolina

Motions

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CASE NO: 2022-CP-02-02654
William T. Hurley, Jr., as Trustee	)	
of the Aiken Property Trust,	)	
	)	
Plaintiff,	)	NOTICE OF MOTION
	)	AND MOTION TO DISMISS
vs.	)	PURSUANT TO RULES
	)	12(b)1, 12(b)6 and 12(b)7,
Linda Donovan,	)	SCRCP
	)	
Defendant.	)	
_____	)	

TO: Plaintiff and his attorney, Matthew L. Jeperter

YOU WILL PLEASE TAKE NOTICE that Defendant, Linda Donovan, by and through counsel, will move before the presiding Judge of the Aiken County Court of Common Pleas at the Aiken County Courthouse, 109 Park Avenue, Aiken, South Carolina, or via Web Ex, Virtual Courtroom, or such other means the Court may designate, on the tenth (10th) day after service of this Motion, or as soon thereafter as may be heard, for or an Order that Plaintiff's Complaint be dismissed pursuant to Rules 12(b)(1), 12(b)(6) and 12(b)(7) of the South Carolina Rules of Civil Procedure. These Motions will be supported by the South Carolina Rules of Civil Procedure, the pleadings, Affidavits, Memorandum, and arguments of counsel.

Respectfully Submitted,

Smith, Massey, Brodie, Gynn & Mayes, LLC

s/Brad A. Brodie
 Brad A. Brodie
 S.C. Bar No. 8632
 210 Colony Parkway, SE
 Aiken, SC 29803
 (803) 643-4110
brodielawfirm@gmail.com

January 30, 2022

Attorney for Defendant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	Civil Action No.: 2022-CP-02-02654
William T. Hurley, Jr., as	)	
Trustee of the Aiken	)	
Property Trust,	)	
	)	
Plaintiff,	)	NOTICE AND MOTION FOR
	)	JUDGMENT ON THE PLEADINGS
v.	)	
	)	
Linda Donovan,	)	
	)	
Defendant.	)	

TO: THE ABOVE-NAMED DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 12(c) for the South Carolina Rules of Civil Procedure, the undersigned attorneys for William T. Hurley, Jr., as Trustee of the Aiken Property Trust hereby move for judgment on the pleadings. The motion is based upon the pleadings in the case and the exhibits attached thereto, the law of the State of South Carolina, and the memorandum submitted herewith.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

/s/ Matthew L. Jepertinger

Matthew L. Jepertinger, S.C. Bar No. 104171

Michael W. Tighe, S.C. Bar No. 5574

Post Office Box 1390

Columbia, SC 29202-1390

Telephone: (803) 404-6900

Facsimile: (803) 404-6902

mattjepertinger@callisontighe.com

miketighe@callisontighe.com

January 30, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	Civil Action No.: 2022-CP-02-02654
	)	
William T. Hurley, Jr., as	)	
Trustee of the Aiken Property	)	
Trust,	)	
	)	
Plaintiff,	)	MEMORANDUM OF
v.	)	LAW IN SUPPORT OF
	)	PLAINTIFF'S MOTION
Linda Donovan.	)	FOR JUDGMENT ON
	)	THE PLEADINGS
Defendant.	)	

TO: THE ABOVE-NAMED DEFENDANT:

Plaintiff William T. Hurley, Jr. ("Plaintiff"), as Trustee of the Aiken Property Trust ("Aiken Trust"), respectfully submits this Memorandum of Law in support of Plaintiff's Motion for Judgment on the Pleadings, filed herewith.

Plaintiff brought this action against Defendant Linda Donovan ("Defendant") to eject her from properties solely owned by the Aiken Trust, identified by TMS #'s 139-19-01-002 and 140-08-04-001 ("Aiken Properties"). Plaintiff asserts in the Complaint: (1) First Cause of Action for Declaratory Judgment that Defendant has no right or interest to possess, use, or occupy the Aiken Properties; (2) Second Cause of Action for Trespass; and (3) Third Cause of Action for Ejectment of Trespasser.

Defendant's husband John J. Donovan, II ("Donovan Sr."), was previously a beneficiary of Trust One – JJD ("Trust One"),¹ which is the sole beneficiary of the Aiken Trust. Donovan Sr. is currently serving prison time for fraud. On account of Donovan Sr.'s repeated commission of fraud, forgery, and filing false documents in registries of deeds, among other unlawful conduct,

¹ Plaintiff William T. Hurley, Jr. is also the Trustee of Trust One.

the arbitrator appointed to oversee Trust One² issued an arbitral award on November 10, 2021 extinguishing his entire beneficiary interest in Trust One, which award was confirmed and adopted as a Final Judgment of the Massachusetts Superior Court on August 18, 2022.

Plaintiff is entitled to judgment on the pleadings because notwithstanding Donovan Sr.'s pending appeal of the Final Judgment and/or arbitral award, Donovan Sr. and Defendant both executed a Quitclaim Deed and Release ("2020 Corrective Deed," Exhibit M to the Complaint), recorded on January 28, 2020 in the Aiken County Register of Deeds, by which they conveyed any right or interest they may have had in the Aiken Properties to the Aiken Trust. Such 2020 Corrective Deed was executed by Donovan Sr. and Defendant to correct and remedy their previous filings in 2015 concerning the same Aiken Properties that were adjudicated to be fraudulent by the arbitrator and the Massachusetts Superior Court. However, this Court need not look beyond the four corners of the unambiguous 2020 Corrective Deed, which conclusively establishes as a matter of law that Defendant has no right or interest to possess, use, or occupy the Aiken Properties. Accordingly, Plaintiff respectfully requests Judgment on the Pleadings as to each Cause of Action in the Complaint and dismissal with prejudice of Defendant's counterclaims.

RELEVANT BACKGROUND

On January 14, 2015, the Aiken Properties were purchased for \$457,500 and \$1,042,500 and transferred to the Aiken Trust pursuant to limited warranty deeds, recorded in the Aiken County Register of Deeds on January 16, 2015. Compl. ¶ 25; Ans. ¶ 10. On April 25, 2015, John J. Donovan, III ("Donovan Jr."), son of Donovan Sr. and the predecessor Trustee of Trust One, passed away as a result of terminal adrenal cancer. Compl. ¶ 26; Ans. ¶ 10.

² The Honorable John J. Martin ("Arbitrator"), retired judge of the United States District Court for the Southern District of New York, was appointed by the Massachusetts Superior Court (van Gestel, J.) as the permanent arbitrator to resolve disputes between Donovan Sr. and the Donovan Siblings. Compl. ¶ 8.

On April 27, 2015, a mere two days following the passing of Donovan Jr.,³ Donovan Sr. secretly filed in the Aiken County Register of Deeds certain documents including a “Life Estate, Will, and Option to Purchase Real Estate,” Exhibit G to the Complaint (“2015 Aiken Filings”). Compl. ¶¶ 28, 31. In the 2015 Aiken Filings, without authority and without notice to or permission from the Arbitrator, Plaintiff, or the Donovan Siblings, Donovan Sr. attempted to grant Defendant, among other things, (A) an option to purchase the Aiken Properties for \$375,000, well over \$1,000,000 less than the appraised fair market value in 2015; (B) an exclusive life estate; and (C) clear title to the Aiken Properties upon the death of Donovan Sr. Compl. ¶¶ 29-30.

When the Donovan Siblings discovered Donovan Sr.’s fraudulent 2015 Aiken Filings, they petitioned the Arbitrator, Judge Martin, to sanction Donovan Sr. Compl. ¶ 35. In the course of the sanction proceedings, on May 1, 2019, Donovan Sr. executed a Stipulation by John J. Donovan, Sr., Exhibit J to the Complaint, in which Donovan admitted that the 2015 Aiken Filings that he had secretly filed are “invalid, of no force and effect, and are void ab initio” (¶ 1); as beneficiary of Trust One, he did not “have the right or authority to transfer, assign or pledge any assets held by or for the benefit of Trust One” (¶ 5); and he would not in the future attempt to, among other things, transfer, convey, or assign his beneficial interest in Trust One or Trust One assets” (¶ 6). Compl. ¶ 36.

On October 1, 2019, the Arbitrator issued an Order and Award (“October 1, 2019 Arbitral Order”), Exhibit K to the Complaint, which found that Donovan Sr.’s fraudulent 2015 Aiken Filings had violated the Final Settlement Agreement between him and the Donovan Siblings (which established Trust One), dated March 26, 2007, Exhibit A to the Complaint, and ordered, among other things, that the fraudulent filings be corrected. Compl. ¶ 37. On October 30, 2019,

³ The five children of Donovan Sr., Rebecca, James, Maureen, Carolyn, and Donovan Jr. (through his estate), are collectively referred to as the “Donovan Siblings.”

the October 1, 2019 Arbitral Order was confirmed and adopted as a Final Order of the Massachusetts Superior Court, Exhibit L to the Complaint. Compl. ¶ 38.

In order to correct the fraudulent 2015 Aiken Filings, on January 9 and 10, 2020, Donovan Sr. and Defendant respectively executed, in the presence of two witnesses and a notary, the 2020 Corrective Deed, which was recorded in the Aiken County Register of Deeds on January 28, 2020, Exhibit M to the Complaint. Compl. ¶ 39.

The 2020 Corrective Deed provides in relevant part:

[Donovan Sr. and Defendant] for and in consideration of the sum of One and xx/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell and release to [the Trustee] the following described real estate: [description of the metes and bounds of the Aiken Properties with references to the corresponding Registry Plat Books and Tax Parcel Numbers].

The 2020 Corrective Deed further provides:

By this grant, the undersigned hereby release and terminate any and all right, title and interest that may have been granted in the [2015 Aiken Filings].

Compl. ¶ 40 & Ex. M.

ARGUMENT

I. Standard for Judgment on the Pleadings

A motion for judgment on the pleadings “is proper where the pleadings [entitle] the party to judgment without proof, as where they disclose all the facts, or where the pleadings present no issue of fact or where the pleadings, under other circumstances, present an immaterial issue.” *Wooten v. Standard Life and Casualty Insurance Company*, 239 S.C. 243, 249, 122 S.E.2d 637, 640 (1961). When deciding a Rule 12(c) motion for judgment on the pleadings, courts apply the same standard used to evaluate a motion to dismiss pursuant to Rule 12(b)(6). “A motion under Rule 12(b)(6) or Rule 12(c) admits well pleaded facts in the complaint, but it does not admit the inference drawn by the plaintiff from such facts, nor does it admit conclusions of law. The court

must take all well pleaded facts as true.” *Carolina Winds Owners’ Ass’n, Inc. v. Joe Harden Builder*, 297 S.C. 74, 76, 374 S.E.2d 897, 899 (Ct. App. 1988). In determining a motion for judgment on the pleadings, the court may consider documents incorporated by reference in the pleadings. *See Carolina First Corp. v. Whittle*, 343 S.C. 176, 190 n.7, 539 S.E.2d 402, 410 n.7 (Ct. App. 2000).

II. The Unambiguous 2020 Corrective Deed Conclusively Establishes as a Matter of Law that Defendant Has No Right or Interest to Possess, Use, or Occupy the Aiken Properties

Plaintiff asserts that Defendant never held or obtained any right or interest to the Aiken Properties. However, even assuming *arguendo* for the purposes of this Motion that Defendant had obtained some right or interest, by virtue of contributing funds or otherwise, she and Donovan Sr. conveyed to the Aiken Trust—without qualification or limitation—any right or interest they may have had through the execution, delivery, and recording of the 2020 Corrective Deed. *See Spence v. Spence*, 368 S.C. 106, 119, 628 S.E.2d 869, 876 (2006) (“The proper execution and delivery of a deed is effective to convey real property from grantor to grantee. As between grantor and grantee, a properly drawn deed is valid and dispositive of their respective ownership and rights in the property regardless of whether the deed is publicly recorded.”).

In construing a deed,⁴ the intention of the grantor must be ascertained and effectuated unless that intention contravenes some well-settled rule of law or public policy. *Wayburn v. Smith*, 270 S.C. 38, 239 S.E. (2d) 890 (1977). In determining the grantor’s intent, the deed must be construed as a whole and effect given to every part if it can be done consistently with the law. *Id.* The intention of the grantor must be found within the four corners of the deed. *Windham v. Riddle*, 381 S.C. 192, 201, 672 S.E.2d 578, 582-83 (2009); *Sims v. Clayton*, 193 S.C. 98, 7 S.E.

⁴ See generally *Gardner v. Mozingo*, 293 S.C. 23, 25-26, 358 S.E.2d 390, 391-92 (1987).

(2d) 724 (1940).

The determination of the grantor's intent when reviewing a clear and unambiguous deed is a question of law for the court. *Hammond v. Lindsay*, 277 S.C. 182, 284 S.E. (2d) 581 (1981); *Santoro v. Schulthess*, 384 S.C. 250, 272, 681 S.E.2d 897, 908 (Ct. App. 2009). The determination of whether the language of a restriction in a deed is ambiguous is also a question of law for the court. *Santoro*, 384 S.C. at 272, 681 S.E.2d at 908. The language is ambiguous only when the terms are reasonably susceptible of more than one interpretation. *S.C. Dep't of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302-03 (2001). If the court decides that the language is ambiguous, evidence may be admitted to show the intent of the parties. *Id.* The determination of the parties' intent is then a question of fact. *Id.*

When a deed is unambiguous, any attempt to determine the grantor's intent must be limited to the deed itself and using extrinsic evidence to contradict the plain language of the deed is improper. *See Penza v. Pendleton Station, LLC*, 404 S.C. 198, 204-05, 743 S.E.2d 850, 853 (Ct. App. 2013); *Springob v. Farrar*, 334 S.C. 585, 590, 514 S.E.2d 135, 138 (Ct. App. 1999). The terms of an unambiguous deed may not be varied or contradicted by evidence drawn from sources other than the deed itself. *Smith v. DuRant*, 236 S.C. 80, 113 S.E. (2d) 349 (1960).

Here, the 2020 Corrective Deed is unambiguous as a matter of law. *See* Compl. ¶ 40 & Ex. M. The language "hereby grant, bargain, sell and release to [the Trustee]" clearly establishes the contemporaneous intent of the grantors, Defendant and Donovan Sr., to convey to the Aiken Trust the entirety of any right or interest that they had in the Aiken Properties, which are described with particularity by the metes and bounds and with reference to the corresponding Registry Plat Books and Tax Parcel Numbers. *Spence*, 368 S.C. at 119, 628 S.E.2d at 876; *Bell v. Bennett*, 307 S.C. 286, 293, 414 S.E.2d 786, 790 (Ct. App. 1992) (*citing* 26 C.J.S. *Deeds* § 104(a) (1956) (there is a

presumption that a grantor intends to convey his entire interest, and a deed will be taken to convey the entire property and interest of the grantor in the premises unless something appears to limit it to a lesser interest)). The language of the 2020 Corrective Deed is on its face not “reasonably susceptible” of any other interpretation. Moreover, to preempt any potential ambiguity arising from the fraudulent 2015 Aiken Filings, the 2020 Corrective Deed specifically states that “By this grant, [Donovan Sr. and Linda Donovan] hereby release and terminate any and all right, title and interest that may have been granted in the [2015 Aiken Filings].” Compl. ¶ 40 & Ex. M.

To the extent that Defendant asserts in her Answer (¶ 15) that the 2020 Corrective Deed, which she voluntarily executed before two witnesses and a notary, “was for insufficient consideration,” such a revisionist, self-serving characterization is repudiated by the controlling, unambiguous language of the 2020 Corrective Deed. Such language states, in relevant part, that the conveyance to the Aiken Trust is “for and in consideration of the sum of One and xx/100 (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged.” It is well-established in this jurisdiction that “the slightest consideration is sufficient to support the most onerous obligation.” *First National Bank of South Carolina v. Wade*, 245 S.C. 426, 431, 141 S.E.2d 102, 104 (1965); *see also Dixon v. Dixon*, 362 S.C. 388, 396-97, 608 S.E.2d 849, 852-53 (2005) (“We find that the consideration did not fail, and that even if it had, the proper remedy would not be to set the deed aside.”).

Because the plain language of the 2020 Corrective Deed is unambiguous on its face, the Court need not and should not consider extrinsic evidence beyond the deed itself. *See Penza*, 404 S.C. at 204-05, 743 S.E.2d at 853; *Springob*, 334 S.C. at 590, 514 S.E.2d at 138.⁵ The 2020

⁵ The Court should not consider extrinsic evidence given the unambiguous language of the 2020 Corrective Deed; in any event, the October 1, 2019 Arbitral Order, confirmed and adopted as an October 30, 2019 Final Order of the Massachusetts Superior Court, explains in context that the 2015 Aiken Filings were adjudicated to be fraudulent and Donovan Sr. and Linda Donovan were ordered to correct these filings with, among other things, the 2020 Corrective

Corrective Deed's unambiguous language establishes as a matter of law that Defendant and Donovan Sr. conveyed to the Aiken Trust any preexisting right or interest in the Aiken Properties. *See e.g., Proctor v. Steedley*, 398 S.C. 561, 573, 730 S.E.2d 357, 363 (Ct. App. 2012) (unambiguous language of deed, read as a whole, established grantor's intent to convey an appurtenant easement); *Bennett v. Inv'rs Title Ins. Co.*, 370 S.C. 578, 599-600, 635 S.E.2d 649, 660 (Ct. App. 2006) (affirming summary judgment based on interpretation of unambiguous deed language). Defendant has not, and cannot, assert that she has ever been designated a beneficiary of the Aiken Trust or Trust One, and she has no other basis to assert any right or interest to possess, use, or occupy the Aiken Properties.

Accordingly, the Trustee requests Judgment on the Pleadings as a matter of law on each of the Causes of Action for (1) Declaratory Judgment that Defendant has no right or interest to possess, use, or occupy the Aiken Properties; (2) Trespass; and (3) Ejectment of Trespasser; and dismissal of Defendants' Counterclaims.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

/s/Matthew L. Jepertinger

Matthew L. Jepertinger, S.C. Bar No. 104171

Michael W. Tighe, S.C. Bar No. 5574

Post Office Box 1390

Columbia, SC 29202-1390

Telephone: (803) 404-6900

Facsimile: (803) 404-6902

mattjepertinger@callisontighe.com

miketighe@callisontighe.com

January 30, 2023
Columbia, South Carolina

Deed. *See* Ex. K to Compl. ¶ h ("The documents executed by Professor Donovan...and Linda Donovan...to correct the fraudulent registry filings are hereby endorsed and shall be filed with...the Register for Aiken County. The Arbitrator shall have the authority to order Professor Donovan and/or Linda Donovan to execute any additional documents necessary to remedy the fraudulent registry filings").

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CASE NO: 2022-CP-02-02654
William T. Hurley, Jr., as Trustee	)	
of the Aiken Property Trust,	)	
	)	
Plaintiff,	)	AFFIDAVIT OF LINDA DONOVAN
	)	
vs.	)	
	)	
Linda Donovan,	)	
	)	
Defendant.	)	
_____	)	

PERSONALLY appeared before me, Linda Donovan, who being duly sworn, deposes and says:

My name is Linda Donovan, and I have personal knowledge of the information in this Affidavit. I am 69 years old. I am married to John J. Donovan, II a/k/a John J. Donovan, Sr ("John Donovan, Sr."). John Donovan, Sr. is the sole beneficiary of Trust One- JJD. Trust One- JJD is the sole beneficiary of the Aiken Property Trust which holds legal title to the Aiken Properties (Tax Map Nos.: 139-19-01-002 and 140-08-04-001). This is for the sole benefit of Trust One- JJD of which my husband is sole beneficiary. My husband does not want me to be removed from the Aiken Properties, and he is about to be released from incarceration. My husband is 81 years old.

I have lived in the home since 2015 and continue to do so. I claim an interest in the Aiken Properties as described in Defendant's Answer & Counterclaim based on the money I have spent and continue to spend on the Aiken Properties. I personally expended funds towards the purchase of the Aiken Properties which is shown by Exhibit A attached herein. I have also expended money on improvements along with my husband as shown by the partial itemization which is attached as Exhibit B to this Affidavit. Exhibit C to this Affidavit also shows copies of

checks and paid invoices showing the money I and my husband have personally expended on improvements.

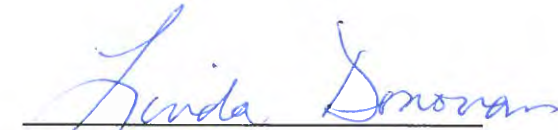
Plaintiff, William T. Hurley, Jr., was involved in the closing of the Aiken Properties which were purchased for my husband and I to live in. The Arbitration Order dated November 10, 2021 in Massachusetts, which is egregious and a violation of the terms of the Trust One- JJD and the Aiken Property Trust, is under appeal and is not a final judgment of the State of Massachusetts. Therefore, this arbitration order is not entitled to Full Faith & Credit in South Carolina. I believe that William T. Hurley, Jr., who was involved in the closing of the Aiken Properties & is Trustee of the Aiken Property Trust owes legal duties to me as described in Defendant's Answer & Counterclaim. Further, I believe that the Plaintiff has continually and continues to breach his fiduciary duty to my husband.

The Corrective Deed that I signed was done only to undo the purported document that my husband recorded in Aiken providing me with an option to purchase the Aiken Properties and a life estate in the Aiken Properties. At the time of those recordings and to this day, my husband was the sole beneficiary of Trust One- JJD, which is the sole beneficiary of the Aiken Property Trust. To my knowledge, none of my husband's children nor anyone else is named as beneficiary in either trust.

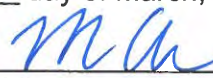
I request the Court to dismiss this matter or stay the proceedings until the Massachusetts appeal is complete and final. I will suffer if forced from my home as requested by my husband's Trustee. I will be homeless if removed from the Aiken Properties. In addition, I believe that my husband is an indispensable party to this case. If the Court will not stay the proceeding, I ask the Court to add John J. Donovan, Sr., as a defendant so his interest can be protected, and he can receive due process. I also believe that Trust One -JJD is an indispensable party because it is described as the sole beneficiary of the Aiken Property Trust.

I believe the Aiken Properties are worth over \$2 million, and I have valid defenses to all claims of the Plaintiff and await a full trial on this matter so that I can present testimony, documentary evidence, and raise all defenses and assert my counterclaims. Thank you.

FURTHER DEPONENT SAYETH NOT.


Linda Donovan

SWORN TO ME BEFORE THIS
24th day of March, 2023


Notary Public for South Carolina
My commission expires: 11/10/31

MADISON A. CHAPEL
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-10-31

Bank of America



PAGE 1 OF 1

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-0
18507



WX 0000 569 008565 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/14/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: JOHN JOSEPH DONOVAN
SENDING BANK: PEOPLE'S UNITED BANK
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 000675

ID: 6500404204
ID: 221172186
ID: [REDACTED]

PAYMENT DETAIL: PURPOSE - PARTIAL PAYMENT OF PROPERTY

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$19,974.24

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
ORIGINATOR: LINDA J DONOVAN
INSTRUCTING BANK: BANK OF AMERICA NA - MMM

ID: [REDACTED]
ID: MMML

PAYMENT DETAIL: Linda Donovan

ELI ELECTRONICALLY FILED - 2023 Mar 24 3:34 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654
CTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654

Bank of America

PAGE 1 OF 1

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-
18507



WX 0000 755 008944 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/15/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$1,282,953.49

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: TRUST ONE JJD
SENDING BANK: SANTANDER BANK, N.A.
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 001011
RELATED REF: N611130 NONE

[REDACTED]
[REDACTED]
[REDACTED]



Aiken Farm Improvements
November 2022

Apartment Renovation	Chris Coulthard	47,162.93
Apartment Renovation	Chris Coulthard	650.00
Apartment Renovation	Carpenters in Home	1,164.50
Barn Concrete	Steve Adams	5,600.00
Painting/Stain	Chad Moyer	4,000.00
Painting	Donald Wade	5,225.00
Painting	McCullough	3,500.00
Plumbing	Pipeworks	3,642.39
Electrical	DSK Electrical	5,194.13
Roof Correction	C&B Roofing	841.63
Window Tinting	Sun Pro Tint	670.04
New HVAC	Carolina HVAC	3,445.00
New Well Pumps, Motors	Beck Well Drilling	7,917.00
Irrigation System Addition	Enviroscape	485.00
Fencing	Alex Flores Landscape	2,485.00
Fence Boards	SC Trading	4,568.00
Fence Boards	Shoemaker Irrigation	1,368.79
Fence Boards	AA Fence	225.60
Fence Boards	Fencing Solutions	90.00
New Arena	Longwood Arenas	16,000.00
New Driveway	Shane Doyle	8,835.00
Material	G.L. Williams	33,109.04
Property Insurance	Berkley Insurance	20,351.00
Real Estate Tax	Aiken County	35,168.51
		211,698.56

EXHIBIT

C

JOHN JOSEPH DONOVAN

574

51-7218/2211
344

JUL 7, 2016

DATE

PAY TO THE
ORDER OF

BECK WELL DRILLING

\$ 1270

TWELVE HUNDRED SEVENTY AND NO/100 DOLLARS

Security
Features
Details on
Back.People's United
Bank

Beck Well Drilling, Inc.

Well Drilling & Repair Shop
803-648-1989486 Croft Mill Road
Aiken, S.C. 29801Pumps Installed & Serviced
DUANE
803-663-6489CUSTOMER'S
ORDER NO. _____

DATE 7-7, 2016

NAME 1. B.B. DUNCAN

ADDRESS 1. CROFT MILL RD

SOLD BY

BS

CASH

C.O.D.

CHARGE

ON ACCT.

MDSE. RET'D.

PAID OUT

QTY.

DESCRIPTION

PRICE

AMOUNT

CHECK OUT ALL WELL

PUMP IN OPERATION THAT'S

RESET PUMPED WITH

NEW CYCLE ST. PUMP

REPAIR CENTER FIXES

1 12-CENTRAL POK

130.00

2 5-HP CENTRAL POK

760.00

1090.00

SEND CALL

130.00

1270.00

All claims and returned goods MUST be accompanied by this bill.

TAX

RECEIVED BY:

TOTAL

1270.00

Thank you for your business!

JOHN JOSEPH DONOVAN

562

51-7218/2211
344

JUN 7, 2016
DATE

PAY TO THE ORDER OF AA FENCE \$ 225.⁶⁰

TWO HUNDRED TWENTY FIVE AND ⁶⁰/₁₀₀ DOLLARS



People's United Bank

peoples.com

FOR _____

John J. Donovan NP
0562

Harland Clarke

JOHN JOSEPH DONOVAN

237

51-7218/2211
344

APR 27, 2016
DATE

Pay TO THE ORDER OF SUN PRO TINT \$ 670⁰⁴
SIX HUNDRED SEVENTY AND 04/100 DOLLARS

Security
Features
Details on
Back.

**People's United
Bank**
peoples.com

For _____

John J. Donovan MP
0237

Harland Clarke

JOHN JOSEPH DONOVAN

555

51-7218/2211
344

MAY 1, 2016
DATE

PAY TO THE ORDER OF STARNET INSURANCE CO. \$ 970⁰⁰

NINE HUNDRED SEVENTY AND NO/100 DOLLARS

Security
Features
Details on
Back.

**People's United
Bank**

peoples.com

FOR ACCT 10034295

John A. Donovan MP

0555

Harland Clarke

Account: 10034295

Invoice Date: 05/26/2016

Account Name and Address:Aiken Realty Trust
3320 Banks Mill Rd.
Aiken, SC 29801**For Questions or Changes Call:**Hutson-Etherredge-Brown, Inc. dba
Hutson-Etherredge Companies
129 Park Avenue SW
Aiken, SC 29801
(803) 649-5141

Policy Number	Trans Date	Description of Transactions	Charges/Credits	Policy Balance	Minimum Due
QFO 4128898-10 Account	05/19/2016	Farm and/or Equine Liability			
		Policy Previous Balance		1,919.00	
		Payment	-960.00		
	05/19/2016	Policy Ending Balance		959.00	959.00
		Previous Balance		10.00	
		Payment	-10.00		
	05/25/2016	Service Fee	5.00		
		Ending Balance		5.00	5.00

See Reverse Side For Information About Your Bill

Previous Balance	Payments This Statement Period	Current Activity This Statement Period	Account Unpaid Balance	Payment Due	Minimum Due
\$ 1,929.00	\$ 970.00	\$ 5.00	\$ 964.00	06/18/2016	\$ 964.00

You may elect to pay any amount above the Minimum Due

Retain This Part For Your Records

BILLING INVOICE - PLEASE DETACH AND RETURN WITH YOUR PAYMENT

See reverse side for name and/or address correction. Please do not staple, tape or fold.

Send this part with payment in U.S. dollars payable to: StarNet Insurance Company

Account Number	Invoice Date	Please Mail By
10034295	05/26/2016	06/13/2016

Agency: Hutson-Etherredge-Brown, Inc. dba

This Notice Mailed To:

Aiken Realty Trust
3320 Banks Mill Rd.
Aiken, SC 29801

Payment Due	Account Balance
06/18/2016	\$ 964.00
Minimum Due	Amount Enclosed
\$ 964.00	\$

PAY ON LINE - GO TO: www.berkleyequine.com

Send Payment To:

StarNet Insurance Company
c/o BPS - Dept# 1544
Denver, CO 80291-1544

10C01003429500A100096400000096400061820164

178

ELECTRONICALLY FILED - 2023 Mar 24 3:34 PM - AIKEN - COMMON PLEAS - CASE#2022COP0202654



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2699

5-13/110

8/9/2016

PAY TO THE
ORDER OF

DSK Electrical, LLC

\$ **2,490.61

Two Thousand Four Hundred Ninety and 61/100*****

DOLLARS

DSK Electrical, LLC
P.O. Box 5785
Aiken, SC 29804

VOID AFTER 90 DAYS

MEMO:

Linda Donovan, 3320 Banks Mill Road



Linda Donovan
AUTHORIZED SIGNATURE

⑈002699⑈ ⑆

⑈

FARM MAINTENANCE, LLC

DSK Electrical, LLC

Date	Type	Reference
8/9/2016	Bill	2023

Original Amt.
2,490.61

8/9/2016
Balance Due Discount
2,490.61
Check Amount

Payment
2,490.61
2,490.61

2699

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

2,490.61

FARM MAINTENANCE, LLC

DSK Electrical, LLC

Date	Type	Reference
8/9/2016	Bill	2023

Original Amt.
2,490.61

8/9/2016
Balance Due Discount
2,490.61
Check Amount

Payment
2,490.61
2,490.61

2699

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

2,490.61

David S. Kimball, Owner

dskhak@atlanticbb.net

JOB INVOICE

WORK PERFORMED BY

CUSTOMER	HOME PHONE #	PURCHASE ORDER #
Lonny D...	617-888-7973	
3320 E. W. Mill Rd.	JOB LOCATION	
A. Ben SC 29803	CELL PHONE #	STARTING DATE
	TERMS:	6/17/2016
	DUE UPON RECEIPT	

[illegible]

DATE COMPLETED

CUSTOMER SIGNATURE

TOTAL LABOR	1552	30
TOTAL MATERIALS	268	6
MISCELLANEOUS		
TAX	19.49	
TOTAL	2470	61

ELECTRONICALLY FILED - 2023 Mar 24 3:34 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2789

5-13/110

11/28/2016

PAY TO THE
ORDER OF

DSK Electrical, LLC

\$ **112.50

One Hundred Twelve and 50/100*****

DOLLARS

DSK Electrical, LLC
P.O. Box 5785
Aiken, SC 29804

VOID AFTER 90 DAYS

MEMO:

Linda Donovan, 3320 Banks Mill Road



AUTHORIZED SIGNATURE

⑈002789⑈ ⑆

FARM MAINTENANCE, LLC

2789

DSK Electrical, LLC

Date	Type	Reference
11/28/2016	Bill	2227, Sep 2016

Original Amt.
112.50

	11/28/2016
Balance Due	112.50
Discount	
Check Amount	

Payment
112.50
112.50

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

112.50

FARM MAINTENANCE, LLC

2789

DSK Electrical, LLC

Date	Type	Reference
11/28/2016	Bill	2227, Sep 2016

Original Amt.
112.50

	11/28/2016
Balance Due	112.50
Discount	
Check Amount	

Payment
112.50
112.50

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

112.50



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2649

5-13/110

5/4/2016

PAY TO THE
ORDER OF

Chris Coulthard

\$ **6,961.67

Six Thousand Nine Hundred Sixty-One and 67/100*****

DOLLARS

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

VOID AFTER 90 DAYS

MEMO:

Banks Mill Renovation, upper window, new siding, m

AUTHORIZED SIGNATURE

⑈002649⑈



FARM MAINTENANCE, LLC

Chris Coulthard

Date	Type	Reference	Original Amt.	Balance Due	5/4/2016 Discount	Payment
5/4/2016	Bill	May 16	6,961.67	6,961.67		6,961.67
				Check Amount		6,961.67

2649

Bank of America—Far Banks Mill Renovation, upper window, new sidin

6,961.67

FARM MAINTENANCE, LLC

Chris Coulthard

Date	Type	Reference	Original Amt.	Balance Due	5/4/2016 Discount	Payment
5/4/2016	Bill	May 16	6,961.67	6,961.67		6,961.67
				Check Amount		6,961.67

2649

Bank of America—Far Banks Mill Renovation, upper window, new sidin

6,961.67

Contractor info:

Chris Coulthard

140 Sugar Cane Ct.

Warrenville, SC 29851

(803) 507-1664

Customer info:

John and Linda Donovan

3320 Banksmill Rd.

Aiken, SC 29803

*All work ordered by Linda Donovan

Date and Duties performed	Cost
2-11-16 * Move furniture from 2 nd floor to 3 rd floor, caulk holes in wall by wash rack and repair screen door to the tack room	\$ 362.00
2-19-16 * Hang towel rods and change out door knobs and deadbolts	\$ 160.00
2-23-16 * Install rubber mats in grooming area as well as indoor and outdoor wash rack	\$ 528.00
3-23-16 * Install LVT flooring in feed room , make repairs to back decks and hang curtains	\$ 850.00
3-25-16 * Remove and replace 3 rd floor quad window unit as well as remove and replace old vinyl shakes with new ones	\$1500.00 Sheet rock repairs \$ 200.00
3-28-16 * Finish interior trim on 3 rd floor gable window, swap out 2 nd and 3 rd floor ceiling fans and install light fixtures on 3 rd floor, repairs to access doors	\$ 385.00
3-31-16 * Move all furniture out of tractor shed into 2 nd and 3 rd floor and storage stall	\$1200.00
4-20-16 * Build saddle racks/shelves 4-26-16 * Build bench/shoe cubbies in tack room and install kitchen cabinet knobs	\$ 480.00
LABOR TOTAL	\$5,665.00

Materials include:	
• Vinyl shakes and j channel for new window • Decking materials for deck repairs • Shelving material for tack room shelves, bench, and cubbies • O.S.B. for storage stall floor • Interior trim for 3rd floor window • Shoe mold for feed room • Trim to fix screen door • Plywood for new attic access door	
	MATERIAL COST \$ 1,296.67
Total amount due	\$ 6,961.67



FARM MAINTENANCE, LLC

482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2799

5-13/110

11/30/2016

PAY TO THE
ORDER OF

Chris Coulthard

\$**1,939.42

One Thousand Nine Hundred Thirty-Nine and 42/100

DOLLARS

VOID AFTER 90 DAYS

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

MEMO:

Banks Mill Renovation, bat mitigation



AUTHORIZED SIGNATURE

⑈002799⑈

FARM MAINTENANCE, LLC

2799

Chris Coulthard

11/30/2016

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/30/2016	Bill	Bats	1,939.42	1,939.42		1,939.42
				Check Amount		1,939.42

Bank of America--Far Banks Mill Renovation, bat mitigation

1,939.42

FARM MAINTENANCE, LLC

2799

Chris Coulthard

11/30/2016

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/30/2016	Bill	Bats	1,939.42	1,939.42		1,939.42
				Check Amount		1,939.42

Bank of America--Far Banks Mill Renovation, bat mitigation

1,939.42

FARM MAINTENANCE, LLC

McCullough Professional Painting

Date	Type	Reference
6/24/2016	Bill	

Original Amt.
3,500.00

6/24/2016	
Balance Due	Discount
3,500.00	
Check Amount	

Payment
3,500.00
3,500.00

2668

Bank of America--Far Estimate \$2,800 + 500 cupboards + 100 deck +

3,500.00

FARM MAINTENANCE, LLC

McCullough Professional Painting

Date	Type	Reference
6/24/2016	Bill	

Original Amt.
3,500.00

6/24/2016	
Balance Due	Discount
3,500.00	
Check Amount	

Payment
3,500.00
3,500.00

2668

Bank of America--Far Estimate \$2,800 + 500 cupboards + 100 deck +

3,500.00



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2669

5-13/110

6/27/2016

PAY TO THE
ORDER OF

McCullough Professional Painting

\$ **650.00

Six Hundred Fifty and 00/100*****

DOLLARS

McCullough Professional Painting

VOID AFTER 90 DAYS

MEMO:

Tack Room Cupboards



AUTHORIZED SIGNATURE

⑈002669⑈

FARM MAINTENANCE, LLC

McCullough Professional Painting

Date	Type	Reference
6/27/2016	Bill	BM Jun 27

Original Amt.	650.00
---------------	--------

	6/27/2016
Balance Due	650.00
Check Amount	

Payment	650.00
	650.00

2669

Bank of America—Far Tack Room Cupboards

650.00

FARM MAINTENANCE, LLC

McCullough Professional Painting

Date	Type	Reference
6/27/2016	Bill	BM Jun 27

Original Amt.	650.00
---------------	--------

	6/27/2016
Balance Due	650.00
Check Amount	

Payment	650.00
	650.00

2669

Bank of America—Far Tack Room Cupboards

650.00

McCullough Professional Painting
(803) 979-1243 Richard/Business#
(803)552-4575 Wendy/Office

Contractors Invoice

TO:		WORK PERFORMED AT:	
Linda Donovan 1-617-888-4843		Go down Banks Mill rd. Once you see	
3320 Banks Mill Road		Cedar Creek Church count two driveways	
Aiken, S.C.		on the right...call customer at gate.	
DATE	YOUR WORK ORDER NO.	OUR BID NO.	
6/1/16	none	none	

DESCRIPTION OF WORK PERFORMED

We have this job scheduled for the week of June 20th to start. There is a single wall at the other property that has a gable point for \$100. Starting at the rear of the house, we will paint all the stairs, and landings all the way up to the deck and then paint the deck. this also includes the two exterior doors on the way up. third story door color change to door to go hunter green with the frames. They will be hand scraped, caulked, primed as needed, and painted. There are three sets of barn doors, only the interior is to be scraped, primed, and painted. In the tack room there are 2 built-ins that need primed gray and painted. the shelf is to be shelf hunter green and trim and side to match the wall. In the same room the rear of the entry door peel center, prime, and paint. the door leading to the upstairs was painted and shut. Needs sanded and repainted. Front deck repaint the bottom only using a transparent stain. Remember to cover all concrete BEFORE you do any painting! There are two cabinets on the interior that need primed and painted. the total labor cost is \$2,700.00 + \$100.00 for the wall at the other property.

I will get you those paint estimates, by this week-end.

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \$2,700.00 + \$100.00

Two thousand eight hundred total Dollars (\$ 2,800.00).

This is a ☐ Partial ☒ Full invoice due and payable by: _____

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CASE NO: 2022-CP-02-02654
William T. Hurley, Jr., as Trustee	)	
of the Aiken Property Trust,	)	
	)	
Plaintiff,	)	MEMORANDUM OF LAW IN SUPPORT
	)	OF DEFENDANT'S MOTION TO DISMISS
vs.	)	
	)	
Linda Donovan,	)	
	)	
Defendant.	)	
_____	)	

TO: THE ABOVE-NAMED PLAINTIFF AND HIS ATTORNEY, MATTHEW L. JEPERTINGER, ESQ.:

Defendant Linda Donovan ("Defendant") Defendant Linda Donovan ("Defendant"), by and through her undersigned counsel, respectively submits this Memorandum of Law in Support of Defendant's Motion to Dismiss. As discussed more fully below, Plaintiff William T. Hurley, Jr. ("Plaintiff") alleged causes of action are not supported by the factual allegations contained in Plaintiff's Complaint. Accordingly, this Court should dismiss all causes of action in this matter with prejudice or, in the alternative, stay the proceedings until the Massachusetts Superior Court has come to a final determination of the ongoing appeal of the final arbitration order against John J. Donovan. Sr.

STATEMENT OF FACTS

This action arises from Plaintiff's attempts to eject Defendant from the Aiken Properties (Tax Map Nos.: 139-19-01-002 and 140-08-04-001). The Aiken Property Trust, of which Plaintiff is the current acting Trustee, purchased the Aiken Properties on January 14, 2015 for \$457,500.00 and \$1,042,500.00. A copy of the two deeds are attached hereto and incorporated herein as Exhibit A. The Aiken Properties were purchased for the benefit of John J. Donovan, Sr., and his wife, who is the Defendant. John J. Donovan, Sr. is the sole beneficiary of Trust

One- JJD, which is the sole beneficiary of the Aiken Property Trust. John J. Donovan, Sr. was and is still the sole beneficiary of Trust One- JJD as the arbitration award from November 10, 2021 that purported to extinguish John J. Donovan, Sr.'s entire beneficiary interest in Trust One- JJD is undergoing an appeal with the Massachusetts court system.

ARGUMENT

I. Standard for SCRPC 12(b)(1)

Under 12(b)(1) of the South Carolina Rules of Civil Procedure, a motion to dismiss can be made on the basis of lack of jurisdiction over the subject matter. "Subject matter jurisdiction is met if the case is brought in the court which has the authority and power to determine the type of action at issue." *Washington v. Whitaker*, 317 S.C. 108, 115, 451 S.E.2d 894, 898 (1994).

II. Argument for SCRPC 12(b)(1)

"Under traditional South Carolina choice of law principles, the substantive law governing a tort action is determined by the *lex loci delicti*, the law of the state in which the injury occurred." *Boone v. Boone*, 345 S.C. 8, 13, 546 S.E.2d 191, 193 (2001), citing *Nash v. Tindall Corp.*, 650 S.E.2d 81, 375 S.C. 36 (S.C. App. 2007). It is clear from the Plaintiff's Complaint and Defendant's Answer and Counterclaim, the injury claimed by either side is in relation to the Aiken Properties. The Aiken Properties are located in South Carolina, and any injury stemming from said properties would also occur in South Carolina.

It is clear that it is up to South Carolina laws to settle the claims arising in this action; not the laws of Massachusetts. A Massachusetts arbitrator utilizing Massachusetts law should not be telling South Carolina residents what should be done with South Carolina property. In addition, the final arbitration order is under appeal in the Massachusetts court system. The South Carolina courts cannot accurately determine the injury and harm in this action until the appeal has been finalized and the Massachusetts court system has come to a final judgment. A copy of the Appeals Court Case Docket, Defendant's Emergency Motion to Enjoin the

Dissipation of Trust Assets Pending Appeal, and Appellant's Motion to Enlarge Time to File Brief are attached hereto and incorporated herein as Exhibit B, C, and D, respectively.

III. Standard for SCRPC 12(b)(6)

Every defense, in law or fact, to a cause of action in any pleading shall be asserted in the responsive pleading. Rule 12(b), SCRPC. According to the South Carolina Supreme Court, dismissal under Rule 12(b)(6) is appropriate if the facts alleged and inferences reasonably deducted from them, viewed in the light most favorable to the plaintiff, do not entitle the plaintiff to relief on any theory. *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). "In deciding a motion to dismiss pursuant to 12(b)(6), SCRPC, the trial court should consider only the allegations set forth on the face of the plaintiff's complaint." *Plyler v. Burns*, 373 S.C. 637, 645, 647 S.E.2d 188, 192 (2007).

IV. Argument for SCRPC 12(b)(6)

The Aiken Properties were purchased in 2015 by the Aiken Property Trust for the sole benefit of John J. Donovan, Sr. and Linda Donovan. As of 2023, Linda Donovan is the only one that has lived in the Aiken Properties since its purchase. Prior to the November 10, 2021 arbitration order, Linda Donovan lived in the Aiken Properties under the full knowledge of the Plaintiff and no concern over trespassing was ever raised. The turning point was the arbitration order in Massachusetts, which is under appeal as shown in above referenced Exhibits B, C, and D.

With this appeal, John J. Donovan, Sr. is still the only named beneficiary of Trust One-JJD and thus the Aiken Property Trust. John J. Donovan, Sr. has raised no objections to his wife's continual residence at the Aiken Properties, therefore, Plaintiff has no cause of action in declaring Defendant as trespassing on her husband's property. The Court should take note of the fact that Plaintiff has failed to name John J. Donovan, Sr. as a Defendant.

V. Standard for SCRPC 12(b)(7)

A motion based upon South Carolina Rules of Civil Procedure Rule 12(b)(7) is proper when there is a failure to join a party under Rule 19 of the South Carolina Rules of Civil Procedure. Rule 19 requires a person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over the subject matter of the action shall be joined as a party to the action when complete relief cannot be accorded among those already parties or if he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest.

VI. Argument for SCRPC 12(b)(7)

In this case, there are two indispensable parties. The first being, Trust One- JJD. Trust One- JJD is the sole beneficiary of the Aiken Property Trust. The second being, John J. Donovan, Sr. as he is described as the sole beneficiary of Trust One- JJD. Irrespective of the ongoing appeal in the Massachusetts court system, the Aiken Property Trust purchased the Aiken Properties for the benefit of Trust One- JJD, which was for the further benefit of John J. Donovan, Sr and his wife, Linda Donovan. A copy of the Aiken Property Trust is attached hereto and incorporated herein as Exhibit E. A copy of Trust One- JJD is attached hereto and incorporated herein as Exhibit F.

With the ongoing appeal in Massachusetts, John J. Donovan, Sr. has not had his beneficiary status in the above Trusts stripped. If this action was to continue without John J. Donovan, Sr. as a defendant, he will be unable to protect his interest in the ownership of the Aiken Properties. The same can be said for Trust One- JJD.

CONCLUSION

Defendant respectfully requests that the Court grant Defendant's Motion to Dismiss, or in the alternative, stay the proceedings until a final judgment is rendered in the Massachusetts court system, and thereafter this case could proceed to a full trial on the merits.

Respectfully submitted,

s/Brad A. Brodie

Brad A. Brodie, ID 8632
Smith, Massey, Brodie, Guynn & Mayes, LLC
P.O. Box 519
Aiken, SC 29802
(803) 643-4110
brodielawfirm@gmail.com

Attorneys for Defendant

March 24, 2023
Aiken, South Carolina

AIKEN COUNTY ASSESSOR

Tax Map:

140-08-04-001

Date: 01/23/2015



2015001023
DEED
RECORDING FEES \$10.00
STATE TAX \$1189.50
COUNTY TAX \$503.25
PRESENTED & RECORDED
01-16-2015 08:30 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: MARILYN SEIGLER DEPUTY
BK: RB 4536
PG: 790 - 793

ELECTRONICALLY FILED - 2023 Mar 24 3:55 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That H 'N D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$457,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in Southeast of the City of Aiken, in the County of Aiken , State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), containing 36.68 acres, more or less, as shown and designated upon a plat prepared for Ira E. Coward, et. al, by Southern Partners, Inc. dated December 30, 2004, and recorded February 14, 2005, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 49 at Page 9-2. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H n' D Stables, Inc. by deed of Ira E. Coward, II, William L. Coward and Edgar A. Coward dated April 18, 2005, recorded May 12, 2005, in Title Book 2512 at Page 200, records of Aiken County, South Carolina. Thereafter, H 'n D Stables,

Inc. filed Articles of Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 140-08-04-001

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989
Its: Sole Member

By: [Signature] (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

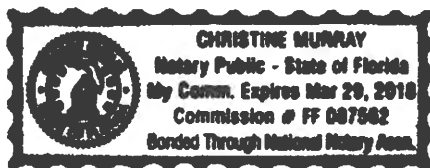
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

**EXHIBIT B
PERMITTED EXCEPTIONS**

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Restrictive covenants and easements contained therein appearing of record in Deed Book 2512, page 200, Public Records of Aiken County, South Carolina.
7. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

2015001022

DEED

RECORDING FEES \$10.00

STATE TAX \$2710.50

COUNTY TAX \$1146.75

PRESENTED & RECORDED

01-16-2015 08:30 AM

JUDITH WARNER

REGISTER OF MESNE CONVEYANCE

AIKEN COUNTY, SC

BY: MARILYN SEIGLER DEPUTY

BK: RB 4536

PG: 786 - 789

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN) LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That H 'N D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of ONE MILLION FORTY-TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$1,042,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), approximately 4.37 miles South of the City limits of the City of Aiken, County and State aforesaid, containing 40.00 acres, more or less, as shown and designated upon a plat prepared for Cornelius Debonte by Charles M. Jones, dba, Jones and Murph dated April 14, 1997, recorded May 16, 1997, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 36 at Page 258-1. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H 'n D Stables, Inc. by deed of Debonte Family Limited Partnership dated July 20, 1998, recorded July 21, 1998, in Title Book 1795 at Page 127, records of Aiken County, South Carolina. Thereafter, H 'n D Stables, Inc. filed Articles of

Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 139-19-01-002

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989
Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Chris Line Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

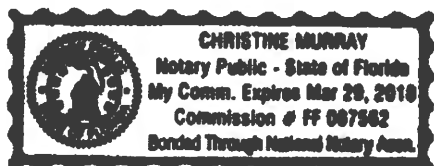
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.



APPEALS COURT
Full Court Panel Case
Case Docket

REBECCA M. BROWN & others vs. JOHN J. DONOVAN SR. & another
2022-P-1075

CASE HEADER

Case Status	No briefs yet	Status Date	11/02/2022
Nature	Business/Commercial	Entry Date	11/02/2022
Appellant	Defendant	Case Type	Civil
Brief Status	Awaiting blue brief	Brief Due	04/28/2023
Arg/Submitted		Decision Date	
Panel		Citation	
Lower Court	Suffolk Superior Court	TC Number	0384CV04247
Lower Ct Judge	Peter B. Krupp, J.	TC Entry Date	09/04/2003
SJ Number		FAR Number	
SJC Number			

INVOLVED PARTY

Rebecca M. Brown
Plaintiff/Appellee
Awaiting red brief
Due 05/30/2023

James H. Donovan
Plaintiff/Appellee
Awaiting red brief
Due 05/30/2023

Maureen Donovan
Plaintiff/Appellee
Awaiting red brief
Due 05/30/2023

Carolyn Donovan Rosenbaum
Plaintiff/Appellee
Awaiting red brief
Due 05/30/2023

John J. Donovan Sr.
Pro Se Defendant/Appellant
Awaiting blue brief
Due 04/28/2023
2 Enls, 136 Days

John J. Donovan Jr.
Defendant

John Berry
Other interested party

Peter E. Fleming Jr.
Other interested party

Mitchell Hurley
Other interested party

T Barry Kingham
Other interested party

Douglas B. Maynard
Other interested party

Richard Zabel
Other interested party

ATTORNEY APPEARANCE

[Joseph D. Lipchitz, Esquire](#) - Withdrawn
[Henry A. Sullivan, Esquire](#)
[Scott C. Ford, Esquire](#) - Withdrawn
[Damien C. Powell, Esquire](#)
[Catherine S. Lombardo, Esquire](#)
[Bruce A. Singal, Esquire](#)

[Joseph D. Lipchitz, Esquire](#) - Withdrawn
[Henry A. Sullivan, Esquire](#)
[Scott C. Ford, Esquire](#) - Withdrawn
[Damien C. Powell, Esquire](#) - Withdrawn
[Catherine S. Lombardo, Esquire](#)

[Joseph D. Lipchitz, Esquire](#) - Withdrawn
[Henry A. Sullivan, Esquire](#)
[Scott C. Ford, Esquire](#) - Withdrawn
[Damien C. Powell, Esquire](#) - Withdrawn
[Catherine S. Lombardo, Esquire](#)

[Joseph D. Lipchitz, Esquire](#) - Withdrawn
[Henry A. Sullivan, Esquire](#)
[Scott C. Ford, Esquire](#) - Withdrawn
[Damien C. Powell, Esquire](#) - Withdrawn
[Catherine S. Lombardo, Esquire](#)

[Bruce A. Singal, Esquire](#)
[Michelle R. Peirce, Esquire](#) - Withdrawn
[Damien C. Powell, Esquire](#)

Entry Date	Paper	Entry Text
11/02/2022	#1	Lower Court Assembly of the Record Package
11/02/2022		Notice of entry sent.
11/02/2022	#2	Affidavit of indigency (IMPOUNDED) filed for John J. Donovan Sr..
11/02/2022	#3	Civil Appeal Entry Form filed by John J. Donovan
11/02/2022		RE#2 ALLOWED FORTHWITH. The appellant's Affidavit of Indigency appears regular and complete on its face, and indicates that the appellant is indigent. The court hereby allows the Motion to Waive entry fee. Notice sent.
11/09/2022	#4	Notice of appearance filed for Rebecca M. Brown, James H. Donovan, Maureen Donovan and Carolyn Donovan Rosenbaum by Attorney Catherine Lombardo.
11/14/2022	#5	Docketing Statement received from John J. Donovan Sr.
11/17/2022		Returned Mail: Notice of Case Entry sent to Mitchel Hurley returned as VACANT--Unable to Forward. Notice not re-sent as no updated address is on file.
11/17/2022		Returned Mail: Notice of Case Entry sent to Henry A. Sullivan returned as VACANT--Unable to Forward. Notice not re-sent as no updated address is on file.
11/21/2022		Returned Mail: Notice of entry of appeal sent to Peter B. Krupp returned as return to sender, not deliverable as addressed unable to forward. Notice not resent as no current address is available .
11/22/2022		Returned Mail: Notice of entry of appeal sent to John Berry returned as return to sender, not deliverable as addressed unable to forward. Notice not resent as no current address is available .
11/25/2022		Returned Mail: Notice of Docket Entry sent to John Berry returned as return to sender, not deliverable as addressed unable to forward. Notice not resent as no current address is available .
12/12/2022		Returned Mail: Notice of docket entry re #2 sent to Mitchell Hurley returned as return to sender, not deliverable as addressed unable to forward . Notice not resent as no current address is available .
12/12/2022		Returned Mail: Notice of docket entry re#2 sent to Douglas B. Maynard returned as return to sender, not deliverable as addressed unable to forward . Notice not resent as no current address is available .
12/12/2022		Returned Mail: Notice of docket entry re#2 sent to Richard Zabel returned as return to sender, not deliverable as addressed unable to forward . Notice not resent as no current address is available .
12/12/2022	#6	MOTION to extend brief & appendix due date. filed by John J. Donovan Sr.
12/13/2022	#7	RESPONSE filed for Rebecca M. Brown, James H. Donovan, Maureen Donovan, Carolyn Donovan Rosenbaum and John J. Donovan Jr. by Attorney Henry Sullivan.
12/13/2022		[VACATED AS HAVING BEEN ENTERED IN ERROR. (By the Court 12/13/2022) RE#6: Allowed to 03/15/2023 . *Notice.
12/13/2022		[VACATED AS HAVING BEEN ENTERED IN ERROR. (By the Court 12/13/2022) ORDER: Attorneys Robert M. Strasnik, Barry C. Klickstein, Bruce A. Singal and Michele R. Pierce are withdrawn from this matter. The court's docket is updated accordingly. *Notice
12/13/2022		ORDER: The action entered this date on paper #6 and the ORDER regarding withdrawal of counsel are vacated as having entered in error. *Notice
12/13/2022		RE#6: No action taken pending clarification by Attorneys Robert M. Strasnik, Barry C. Klickstein, Bruce A. Singal and Michele R. Pierce as to their representation status. As the docket reflects the defendant as being represented by counsel in this matter only filings from counsel will be considered. Counsel are cautioned that the defendant's brief was due on or before 12/12/2022 and the court is not in receipt of a motion from counsel for an enlargement, subjecting the appeal to possible dismissal. *Notice.
12/15/2022	#8	Statement of Atty Strasnick regarding representation filed for John J. Donovan Sr. by Attorney Robert Strasnick.
12/16/2022		RE#8: Attorney Strasnick is withdrawn from this matter. The court's docket is updated accordingly. *Notice.
12/19/2022	#9	Notice re status of Attorneys Bruce A. Singal and Michele R. Pierce filed for John J. Donovan Jr. by Attorney Damien Powell.
12/22/2022	#10	Letter from Attorney Barry C. Klickstein re: Retired from Practice
12/23/2022		RE#9: Noted that Attorney Michelle Pierce is withdrawn from this matter and Attorney Bruce A. Singal represents the Estate of John J. Donovan, Jr., and Rebecca M. Brown as Trustee. *Notice.
12/23/2022		RE#10: Noted that Attorney Klickstein does not represent John J. Donovan, Sr. Appellant is proceeding pro se in this matter. *Notice.
12/23/2022		RE#6 (Revised): Allowed to 03/15/2023. In (22-P-1075) view of appellee's response, appellant is not to anticipate any further enlargements. *Notice.
03/15/2023	#11	Notice of appearance filed for John J. Donovan Sr. by Attorney Patricia Davidson.
03/15/2023	#12	Motion of Appellant to extend date for filing brief and appendix filed for John J. Donovan Sr. by Attorney Patricia Davidson.
03/16/2023	#13	RESPONSE filed for Rebecca M. Brown, James H. Donovan, Maureen Donovan, Carolyn Donovan Rosenbaum and John J. Donovan Jr. by Attorney Henry Sullivan.
03/17/2023		RE#12 & #13: After review of papers #12 & 13, the motion to enlarge is allowed, in part, for 45 days, or to 04/28/2023. No further enlargements. (Meade, J.). Notice sent.

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
C.A. No. 03-04247

REBECCA M. BROWN, JAMES H.
DONOVAN, MAUREEN DONOVAN
LANTZ, AND CAROLYN DONOVAN
ROSENBAUM,

Plaintiffs,

V.

JOHN J. DONOVAN, SR.,
Defendant

And

THE ESTATE OF JOHN J.
DONOVAN, JR.

*Jurisdiction Retained in the Business
Litigation Session of the Suffolk Superior
Court, C.A. No. 03-04247*

**DEFENDANT'S EMERGENCY MOTION TO ENJOIN THE
DISSIPATION OF TRUST ASSETS PENDING APPEAL**

Now comes the defendant, through counsel, and respectfully moves this Honorable Court to enjoin the dissipation of the assets of Trust 1-JJD ("the Trust") pending appeal.

As reasons therefor, and in support whereof, the defendant states as follows:

1. An Order (Krupp, J.) entered on July 29, 2022 in this matter in which the court denied Professor Donovan's petition to vacate an arbitration award that stripped him of his entire interest in the Trust that is the subject of this action.

2. Judgment entered on Judge Krupp's Order on August 18, 2022. A notice of appeal was timely filed and the case will be entered in the Appeals Court after the Superior Court Clerk assembles the record.
3. The plaintiffs in this action, along with parties in the matter of Brining v. Donovan, C.A. No. 2184 CV 00349, are seeking court approval for a settlement in that matter that would permit them to dissipate the assets of the Trust even though the appeal in this matter is still pending.
4. The defendant opposed the request for settlement approval in both the arbitration proceeding and in the other Suffolk Superior Court case. The court is scheduled to hear oral argument on that matter today.
5. Allowance of the plaintiff's request for settlement approval and/or the right to dissipate assets before the judgment in this matter is final, and before an appeal can be heard, would not be proper. Indeed, the contemplated settlement requires the Trust to sell its real estate which would, if Professor Donovan is successful on appeal, constitute irreparable harm because the properties – two of which have been in his family for years and one of which his wife resides in – could not be recovered.¹

WHEREFORE: The defendant requests that the within motion be allowed.

¹ The settlement would also divest the trust of liquid assets as well.

Respectfully submitted,

John J. Donovan, Defendant,
By his attorneys,

Robert Strasnick

Dated: 9/29/2022 _____

Robert M. Strasnick – B.B.O. #637598
Principe & Strasnick, P.C.
17 Lark Avenue
Saugus, MA 01906
(781)-231-9191
rob@psbostonlaw.com

Certificate of Service

I, Robert M. Strasnick, attorney for the defendant, do hereby certify that I have served a true copy of the foregoing document upon all counsel of record, by e-mail, on this 29th day of September, 2022.

Robert Strasnick

Robert M. Strasnick



COMMONWEALTH OF MASSACHUSETTS
APPEALS COURT

DOCKET NO: 2022-P-1075

JOHN J. DONOVAN, SR. et al.,
Appellant

v.

REBECCA M. BROWN et al.,
Appellees.

APPELLANT'S MOTION TO ENLARGE TIME TO FILE BRIEF

The Appellant, John J. Donovan, Sr., moves for an extension of time to file his brief and appendix. The current due date is March 15, 2023. The Appellant seeks an additional approximate 120 days, to about July 17, 2023.

In support of this Motion, the Appellant states as follows:

1. This matter concerns the appeal of a Superior Court's (Krupp, J.) order that confirmation of an arbitration award.
2. The appeal was entered in this Court on November 2, 2022.
3. On December 12, 2022, the Appellant filed a motion to extend the deadline for filing the brief and appendix. This Court allowed the motion, setting a deadline of March 15, 2023.
4. Subsequently to filing the motion, counsel for the Appellant withdrew. The docket notes that the Appellant was proceeding *pro se*.
5. On March 14, 2023, the Appellant engaged counsel to represent him in the appeal.

6. Preparation of brief of the Appellant requires review of many years' worth of evidence and transcripts related to proceedings in the arbitration and ultimately in the Superior Court.

7. New counsel is committed to working collaboratively with the Appellees to assemble the appendix and prepare the brief in this matter.

8. The Appellant has many good faith bases for the appeal, including whether the arbitrator improperly refused to hear evidence material to the controversy in a way that substantially prejudiced the rights of the Appellant. G.L. c. 251, §12(a)(4).

9. The arbitration award dispossessed the Appellant of significant assets, including his real estate. Concepts of justice and fair play require that the Appellant have every good faith opportunity for appellate review of issues that are fundamental to the Appellant's rights as legal and beneficial owner of real estate and as an individual who needs some place to live.

10. Even though this Court granted a prior extension, the Appellant had challenges obtaining successor counsel in view of his incarceration. Nevertheless, extensions of time in this Court are common, promoting the concept that parties have a right to have good faith appeals fully briefed and adjudicated on the merits. This Court has a long history of granting parties and appellate counsel time to brief the issues comprehensively and in accordance with the Rules of Appellate Procedure.

11. The disputes among the parties have continued for numerous years. A few additional months to permit the completion of the briefs will not prejudice the Appellees.

12. An additional 120 or so days is necessary in view of appellate counsel's schedule, including at least three trials between now and the end of July.

13. The Appellant acknowledges that this Court previously noted that “Appellant is not to anticipate any further enlargements.” However, more than one extension of time is not unprecedented. Justice and equity, and the spirit of fair play, should permit the Appellant to proceed with this appeal with new counsel and to have a reasonable amount of time to do so.

WHEREFORE, the Appellant request that his brief in this matter be due on or before July 17, 2023.

JOHN J. DONOVAN, SR.

By his attorney,



Patricia L. Davidson, Esq.
BBO #556647
Mirick, O’Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 01608-1477
Phone: (508) 791-8500
Fax: (508) 791-8502

Dated: March 15, 2023

CERTIFICATE OF SERVICE

I, Patricia L. Davidson, hereby certify that I have this day served a copy of the foregoing document, by mailing a copy, first class mail, postage prepaid, to:

Scott Carter Ford, Esq.
Henry A. Sullivan, Esq.
Bruce A. Singal, Esq.
Mintz Levin Cohn Ferris Glovsky et al.
One Financial Center
Boston, MA 02111

Damien Powell, Esq.
Hinckley Allen
28 State Street
Boston, MA 02109

Barry C. Klickstein, Esq.
95 Front Street, Unit 5
Marblehead, MA 01945

Robert M. Strasnick, Esq.
Principe and Strasnick, PC
17 Lark Ave.
Saugus, MA 01906



Patricia L. Davidson, Esq.

Dated: March 15, 2023

DECLARATION OF TRUST
ESTABLISHING
AIKEN PROPERTY TRUST



I, William T. Hurley, Jr. JD CPA, of Verdolino & Lowey, Foxborough, Massachusetts (the "Trustee"), hereby declare that Ten Dollars (\$10.00) is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustee with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE

Name and Purpose

1.1 This Trust shall be known as the **Aiken Property Trust** and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and such functions as are necessarily incidental thereto.

SECTION TWO

Trustees

2.1 In the event there are two Trustees at any time, both trustees shall be required to execute any and all instruments and certificates necessary to carry out the provisions of the trust. In the event there are more than two Trustees at any time, any two trustees, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any acts or omissions in the execution of the Trust so long as acting 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 Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see 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 the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in Paragraph 2.1, 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 this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries, and that such instrument or document or action is valid, binding, effective and

legally enforceable.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION THREE

Beneficiaries

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and action taken hereunder (including without limitation, amendment and termination of this Trust; appointment and removal of a Trustee; directions and notices to Trustee(s); and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.

3.3 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 or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

SECTION FOUR

Powers of Trustees

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries;

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claims against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustees nor the Beneficiaries shall be personally liable therefore. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

SECTION FIVE

Termination

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustees shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this Trust shall terminate in the event TWENTY (20) years from the date of the death of the last surviving Trustee of the original Trustees named in this instrument.

5.2 In the case of any termination of the Trust, the Trustees 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, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by all Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN

Resignation and Successor Trustee

7.1 Any Trustee hereunder may resign at any time by an instrument in writing and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the dates specified therein or upon the date of the recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed 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 recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

SECTION EIGHT

Governing Law

8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE

Registry of Deeds

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in which any real estate included in the Trust Estate is located.

Executed as a sealed instrument this 14th day of January, 2015.

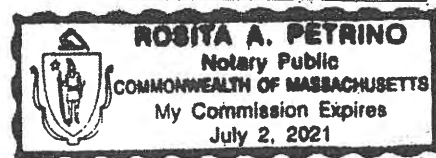
William T. Hurley, Jr., Trustee
William T. Hurley, Jr. JD CPA, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

On this 14th day of January, 2015, before me, the undersigned notary public, personally appeared William T. Hurley, Jr., JD CPA, **as aforesaid**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose.

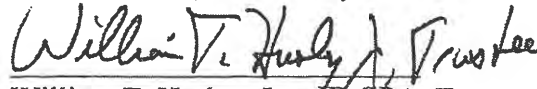
Rosita A. Petrino
Notary Public
My Comm. Expires: _____



SCHEDULE OF BENEFICIARIES OF THE AIKEN PROPERTY TRUST

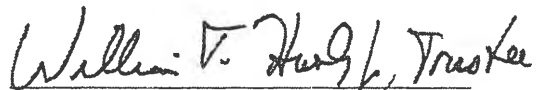
The Beneficiary of the Aiken Property Trust is Trust One JJD, whose sole beneficiary is John J. Donovan, II.

Trust One JJD, Beneficiary


William T. Hurley, Jr., JD CPA, Trustee

Acknowledged:

Aiken Property Trust


William T. Hurley, Jr., JD CPA, Trustee

Dated: January 14, 2015

TRUST AGREEMENT

John J. Donovan, Jr. of Manchester, Massachusetts, in his capacity as trustee (hereinafter with its successors in trust called the "Trustee") hereby declares and covenants that the Trustee has received the property described in Schedule A, in trust, and it will hold, manage, invest and reinvest the same, together with any other property hereafter purchased by, owned by, conveyed, assigned or transferred to the Trustee, as Trustee hereunder, or added to the Trust by gift or will, and accepted by the Trustee, and any other property however acquired by the Trustee hereunder, and, after paying or making provision for all proper expenses of administration, will dispose of the income and principal upon the trusts and subject to the terms, provisions and conditions hereinafter set forth. Such property shall be held in trust for the sole benefit of John J. Donovan.

ARTICLE FIRSTNAME AND NATURE OF TRUST

1.1 Name. This Declaration of Trust may be referred to as the "Trust One JJD of _____, _____, 20__." This Trust shall be irrevocable and not subject to amendment or alteration except as set forth in Section 1.2.

1.2 Trustee's Power to Amend. The Trustee may amend this Declaration of Trust if it is determined that such amendment is appropriate (a) to cure ambiguities, inconsistencies or defects in this Declaration of Trust, (b) to enable the Trustee more effectively to carry out a purpose or wish expressed in this Declaration of Trust, or (c) for the more convenient or efficient administration of any trust hereunder. Any such amendment shall be made by a writing signed by the Trustee and a copy delivered to the then beneficiaries. This power to amend shall be exercisable by the Trustee only in a fiduciary capacity and shall be exercisable (1) upon written approval of the Honorable John S. Martin, Jr., or his successors, (hereinafter, "Justice Martin") until the Transfer Date, as hereinafter defined in section 2.3; or (2) after the Transfer Date, upon consent of the Trustee.

ARTICLE SECOND
DISPOSITION OF TRUST PROPERTY

2.1 Disposition of Income and Principal. The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

From the date of this Trust to the Transfer Date, so much of the net income of the Trust, as the Trustee deems advisable, shall be paid to or applied for the payment of real estate taxes and municipal assessments due and owing for any real property owned by the Trust. After the payment of real estate taxes and municipal assessments, and at the sole discretion of the Trustee, interest income may be paid to or applied for the benefit of the beneficiaries. Any income not so paid or applied may be added to principal or may be held for later payment to or application for each beneficiary, or addition to principal, as the Trustee determines in its sole discretion. From the date hereof to the Transfer Date, the Trustee shall invest any and all cash assets of the Trust in U.S. Government Bonds, unless authorized otherwise by Justice Martin. The Trustee shall not make any distributions of Trust principal to any beneficiary from the date hereof to the Transfer Date. The interests of any and all beneficiaries shall not and may not be transferred, pledged, assigned or sold until the Transfer Date, and thereafter only upon the written consent of the Trustee, which shall be in the Trustee's sole and exclusive discretion.

After the Transfer Date, The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as it determines, in its sole discretion.

2.2 Disposition of Real Property. Real property owned by the Trust may be sold, in whole or in part, by the Trustee in its discretion, provided, however, that from the date hereof to the Transfer Date, any such sale must be at fair market value and must have the prior written approval of Justice Martin, or his successor. All proceeds from such sale(s) shall remain in the Trust and shall be invested and may be distributed only as set forth herein. The Trust may

purchase replacement property at fair market value for any property sold, provided however, that from the date hereof to the Transfer Date, any such purchase of replacement property must have the prior written approval of Justice Martin, or his successor.

2.3 Transfer Date. The Transfer Date shall be the earliest of the following to occur: the date of the death of John J. Donovan, Sr.; ten years from the effective date of this Trust; or six years from the effective date of this Trust if, and only if, Justice Martin determines that the Trustee and beneficiaries have acted in good faith with respect to the management of this Trust and compliance with the terms of that certain Final Settlement Agreement of March 26, 2007 between John J. Donovan, Sr., John J. Donovan, Jr., James H. Donovan, Carolyn D. Rosenbaum, Maureen D. Lantz, Rebecca M. Donovan and Linda Donovan, as the same may be amended from time to time (hereinafter, the "FSA"). Upon the Transfer Date, the Trustee shall have the full power, authority and discretion to manage and administer this Trust and its assets, for the benefit of the beneficiaries, as permitted by law and the terms hereof without the requirement of any prior approvals from Justice Martin, or his successor.

2.4 Limitation Trustees' Discretionary Powers. A Trustee may not participate in any exercise of discretionary powers that would discharge a personal legal obligation of that Trustee.

ARTICLE THIRD

SUCCESSION OF TRUSTEES

3.1 Change of Trustees. A Trustee may resign at any time, such resignation to be effective when delivered to any co-trustee and/or to the designated independent manager for this Trust. Any vacancy in the office of trustee, whether created by resignation, removal or otherwise, may be filled only by the designated independent manager. The appointed Trustee must be a disinterested party with respect to the Trust assets and any beneficiaries and may not be the designated independent manager. The designated independent manager may remove and/or replace a Trustee at any time and this shall be the designated independent manager's sole power and authority with respect to this Trust, unless specifically stated otherwise herein. The

designated independent manager must be a disinterested party with respect to the Trust Assets and any beneficiaries and may not be the Trustee. The designated independent manager may resign at any time, such resignation to be effective when delivered to any Trustee and to the beneficiaries. The designated independent manager shall name its successor. If there shall be a vacancy in this position and no successor is named, the designated independent manager shall be appointed by a vote of the majority of the then beneficiaries of this Trust.

Any such removal and appointment, and the acceptance by such Trustee, shall be by an instrument in writing signed and acknowledged by each signatory before a notary public, and shall take effect simultaneously as of a date specified in said instrument which is not earlier than thirty days after delivery of a copy of such instrument to the trustee being so removed.

Until the Transfer Date, the independent manager shall be Justice Martin, or his successor. Upon the Transfer Date, Justice Martin, or his successor, shall resign as independent manager, and the next independent manager shall be determined by John J. Donovan, Jr.

3.2 Incapacity of Trustee. If the Trustee shall become incapable of performing the duties of trustee by reason of advanced age or mental or physical incapacity, the determination in writing of such incapacity, if made in good faith and if supported by a certificate to that effect by a physician, shall terminate such trusteeship and shall be binding upon all persons interested.

ARTICLE FOURTH

GENERAL ADMINISTRATIVE PROVISIONS

4.1 Income. Except as otherwise provided, all accumulated, accrued and undistributed income of a deceased income beneficiary which has not been paid prior to the death of such person shall be income of the next succeeding estate.

4.2 Accounting. The Trustee hereunder shall from time to time render an

account to each income beneficiary and, if requested, to Justice Martin or his successor; provided, however, that if the Trustee has received notice that a guardian, conservator, executor or other fiduciary has been appointed for an income beneficiary, the account shall be rendered to such fiduciary. "Income beneficiary" shall mean each person who is eligible to receive income from the Trust during the period covered by the account. The assent to such account by a majority of such income beneficiaries and fiduciaries shall fully discharge the Trustee as to all matters included in such account or reflected thereby. The failure of any income beneficiary or fiduciary to object to any account by a writing received by the Trustee within sixty days after the delivery to such person of a copy of the account shall be deemed to be an assent by such person.

4.3 Spendthrift Clause. No person to whom any reversionary, future or expectant interest in this Trust, nor any person entitled to any income from this Trust, shall have power to alienate or dispose of such interest or income by anticipation or to subject the same to such person's debts or liabilities. The interest of a beneficiary in this Trust shall not be subject to be taken by his or her creditors by any process.

4.4 Disclaimers by Beneficiaries. A beneficiary, with the prior written consent of the Trustee, may disclaim all or any part of his or her interest in the Trust, before or after such interest is accepted, and before or after it is vested, for any period of time, by filing an appropriate writing with the Trustee. The Trustee shall not consent to such disclaimer if the Trustee in its discretion believes such disclaimer shall not be informedly made, not in the best interest of the beneficiary, not in accord with the purposes of this Trust, or an attempt to circumvent the provisions hereof prohibiting anticipation and alienation of interests, or if it imposes additional duties on the Trustee which the Trustee does not want to accept.

ARTICLE FIFTH

TRUSTEE PROVISIONS

5.1 Discretionary Powers. Whenever in this Declaration of Trust the Trustee is empowered to make a determination, it shall have absolute discretion in making such determination, unless otherwise specifically provided. The exercise of any discretion by the

Trustee, if made in good faith, shall be conclusive and binding upon all persons interested.

5.2 Disclaimers and Releases by Trustee. The Trustee may at any time disclaim or release any power in whole or in part by an instrument in writing, signed and delivered to any co-trustee or if none, to the designated independent manager. Any disclaimer or release of a power by a Trustee may be upon such conditions as the Trustee specifies. In addition, the Trustee may disclaim any interest in property. A disclaimer or release by a Trustee shall be binding upon the successors to the Trustee unless the Trustee specifies otherwise. Such rights of the Trustee are subject to the prior written approval of Justice Martin until the Transfer Date.

5.3 Certificate by Trustee. A written statement by the Trustee at any time as to facts relative to this Trust may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or other person dealing in good faith with the Trustee in reliance upon such statement.

5.4 Bond. No Trustee shall be required to give bond or furnish surety on any bond required by law.

5.5 Liability of Trustee. No Trustee shall be liable for the acts or omissions of any co-trustee, prior trustee or person administering any estate. Unless requested in writing by a beneficiary, a Trustee shall not be obligated to inquire as to any such acts or omissions or to ascertain that the property transferred to him is the entire Trust property.

5.6 Delegation to Co-Trustee. Whenever there is more than one trustee hereunder, the Trustee may delegate any trustee powers and discretions to a co-trustee for such period or periods of time as the Trustees may agree; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust may not be delegated to such Trustee under this section.

5.7 Compensation. The Trustee shall be entitled to reasonable compensation,

which may be charged to income only.

5.8 Powers of Trustee. Except as may be specifically provided otherwise in this Declaration of Trust, the Trustee shall have wide discretion in matters of the management of Trust property, and the following enumeration of specific powers is not intended to exclude other powers reasonably incidental to such management. Except where specifically provided otherwise in this Declaration of Trust, the Trustee shall have in addition to those powers conferred by law or otherwise the following powers, privileges and exemptions, which may be exercised and invoked in the Trustee's absolute discretion:

(a) To invest and reinvest the cash assets of this Trust in U.S. Government Bonds, or other investments as may be approved by Justice Martin, prior to the Transfer Date and to invest and reinvest such cash assets of the Trust as the Trustee deems advisable, in its sole discretion, after the Transfer Date.

(b) To manage real property; including but not limited to the authority to sell, transfer or convey such property, to purchase replacement property, to lease such property and to collect and receive rents and income from such property, provided however, that from now until the Transfer Date the Trustee must receive the prior written approval of Justice Martin, or his successor, to sell, transfer or convey such property or purchase replacement property,

(c) To sell any Trust property at public or private sale upon such terms and conditions as the Trustee deems advisable; to exchange or partition all or any part of the property of any trust, real or personal, at any time held, to purchase or exercise any form of option or right to purchase securities or other property; to execute any and all deeds and other instruments necessary or appropriate to accomplish the foregoing, with or without covenants, warranties or representations. From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

(d) To receive additions to the Trust by gift or will, or otherwise, and to hold and administer the same under the provisions hereof; except that from the date hereof to the

Transfer Date, the trustee may not receive additions to the Trust by gift or will, or otherwise

(e) Pursuant to the terms herein, to make any division or distribution in cash or in kind or in undivided interests in specific property or partly in each, at then current values, without regard to the basis or other income tax attributes of specific property allocated to any beneficiary (including any trust which is a beneficiary).

(f) To make any payment or distribution directly to a beneficiary, who is a minor or who is otherwise incompetent, or to such beneficiary's guardian, conservator or custodian under the Uniform Transfers to Minors Act, or to a relative for such beneficiary's use or any trust then being held for such beneficiary.

(g) To employ accountants, attorneys-at-law and other professionals, and to rely upon their opinions; to employ a trustee or a firm in which a trustee has an interest to perform necessary services for the trust on customary terms.

(h) To determine in accordance with IRS tax rules what shall belong and be chargeable to principal and what shall belong and be chargeable to income; to amortize or not amortize bond premiums in accordance with IRS tax rules; to retain reserves out of income for expenses, taxes and other liabilities; if any trust property is subject to actual depreciation, depletion or obsolescence, to retain or not retain reasonable reserves out of income, irrespective of any change in the market value of such trust property.

(i) To settle, by compromise, arbitration or otherwise, any and all taxes on future interests and any and all other claims and demands in favor of or against or in any way relating to Trust property, upon such terms as the Trustee determines.

(j) To investigate, prevent and remediate violations or possible violations of Federal, state or local law regarding substances posing a hazard to the environment or to human health which may be applicable to any property held by the Trustee; to undertake such actions prior to the formal enforcement of such laws by any Federal, state or local agency against Trust

property; to charge all expenses associated with any such investigation, prevention or remediation, including the fees of consultants and counsel, against the income or principal of this Trust.

(k) To retain in the form received any property or undivided interests in property donated to or otherwise acquired as a part of the Trust estate, including residential property, and to exchange any such property for other properties and to retain such properties in exchange.

(l) To borrow money and to encumber, mortgage or pledge any asset of the Trust estate upon such terms and conditions as the Trustee deems advisable to carry out the intent of this Trust; except that from the date hereof to the Transfer Date, the Trustee may not encumber, mortgage or pledge any asset of the Trust estate

(m) To make ordinary or extraordinary repairs or alterations to the buildings or structures on any real property of the Trust, out of income.

(n) To compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the Trust estate as the Trustee deems advisable, in its sole discretion. Except that from the date hereof to the Transfer Date the Trustee will not use any asset of the Trust estate to pay for the compromise, adjustment, arbitration, law suit or defense, abandonment or settlement of claims in favor of or against the Trust estate or John Donovan without the prior written approval of Justice Martin, or his successor.

(o) In general, to exercise all powers in the management of the Trust estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem prudent, and to do all acts which it may deem necessary or proper to reasonably maintain the assets of this Trust, whether personal or real, carry out the purpose of this Trust.

Notwithstanding anything to the contrary herein, from the date hereof until the Transfer

Date, the Trustee shall manage any assets transferred to and held by the Trustee in accordance with the terms of this document and the direction of Justice Martin, or his successor, and shall be required to make any payments, transfers, or demands, ordered by Judge Martin or his successor

5.9 Trustee May Assume Investment Responsibility. The Trustee may assume responsibility for the investment of all or part of the Trust property, and the Trustee shall have no liability with respect to such investments, except as may otherwise be directed by Justice Martin, or his successor.

5.10 Acquisition and Retention of Certain Assets. The Trustee is authorized to use trust principal, including the entire principal of the Trust, to purchase any property or interest in property, real or personal, in which the Trustee has an interest. The Trustee may retain indefinitely or for such other period as the Trustee may determine any such property or interest in property so purchased by the Trustee, or any property given to the Trustee by any other person, or received from any estate, whether or not the property is income producing and without regard to the proportion which the value of the property may bear to the total value of the Trust even if such retention involves business or financial risks that trustees would not ordinarily incur. The Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this section.

From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

5.11 Real Estate. The Trustee may acquire or retain real property, whether or not income producing, for long term investment or the rent free use of one or more of the beneficiaries eligible to receive the income from that trust, upon such equitable terms as the Trustee determines.. The Trustee may execute, assume or redeem any note or mortgage on such real property, with the Trust income or principal or both, and may pay taxes, insurance premiums and general expenses of upkeep, maintenance and repair with respect to such property

From the date hereof to the Transfer Date, no power in this paragraph can be exercised

without the prior written approval of Justice Martin.

5.12 Investment Advisors. The Trustee may employ investment advisors and consult with them on all matters relating to the purchase, retention or sale of trust property. The Trustee may act upon the advice of such advisors in whole, or to such extent as he determines, and to the extent that the Trustee follows the advice of such advisors, the Trustee shall not be liable for losses or other consequences therefrom. The Trustee may pay any investment advisor reasonable compensation as a Trust expense, which may be charged to income only. An appropriate adjustment shall be made in the compensation of the Trustee to reflect the change in his/her duties which results from such employment.

ARTICLE SIXTH
MISCELLANEOUS PROVISIONS

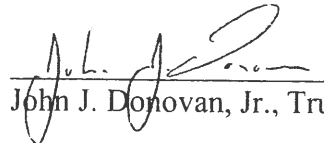
6.1 Applicable Law. This Declaration of Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and its validity and administration shall be governed by said laws except with respect to such assets as are required by the law controlling to be governed by the laws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

6.2 References. References in this Declaration of Trust to the masculine shall include the feminine and the plural the singular, and vice versa, unless the context requires otherwise. References to provisions of the Internal Revenue Code mean provisions of the Internal Revenue Code of 1986 as amended from time to time or the corresponding provisions of any subsequent Federal tax law. The term "state" shall include the District of Columbia.

6.3 Delivery. A document or notice shall be deemed delivered when it is mailed first class, postage prepaid, to the addressee's last known address, or, if not mailed, when actually delivered to the addressee in person or to the addressee's last known address.

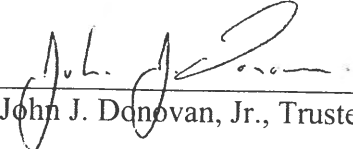
6.4 Effective Date of Trust. This Declaration of Trust shall be the date stated in Section 1.1.

IN WITNESS WHEREOF, John J. Donovan, Jr., as Trustee, has executed this Declaration of Trust under seal the day and year first above written.



John J. Donovan, Jr., Trustee

The office and duties of trustee as above described are hereby accepted by the undersigned.



John J. Donovan, Jr., Trustee