

RECEIVED

Feb 04 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Respondent,

vs.

Linda Donovan,

Appellant.

RECORD ON APPEAL (v. 4 of 4)

****361.99**

Bank of America--Far	Linda Donovan 15605	361.99
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STAIN BARN

2631

2/22/2016

Chad Moyer Painting

**4,000.00

Four Thousand and 00/100*****

Chad Moyer Painting

Barn interior stain, 3320 Banks Mill

Chad Moyer Painting				2/22/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/22/2016	Bill	Jan 2016	4,000.00	4,000.00		4,000.00
					Check Amount	4,000.00

Bank of America--Far	Barn interior stain, 3320 Banks Mill	4,000.00
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Chad Moyer Painting				2/22/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/22/2016	Bill	Jan 2016	4,000.00	4,000.00		4,000.00
					Check Amount	4,000.00

Bank of America--Far	Barn interior stain, 3320 Banks Mill	4,000.00
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PAINTING

4950.-

2668

6/24/2016

McCullough Professional Painting

**3,500.00

Three Thousand Five Hundred and 00/100*****

McCullough Professional Painting

Estimate \$2,800 + 500 cupboards + 100 deck + 100

McCullough Professional Painting				6/24/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount
6/24/2016	Bill		3,500.00	3,500.00	
				Check Amount	Payment
					3,500.00
					3,500.00

Bank of America--Far	Estimate \$2,800 + 500 cupboards + 100 deck +	3,500.00
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McCullough Professional Painting				6/24/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount
6/24/2016	Bill		3,500.00	3,500.00	
				Check Amount	Payment
					3,500.00
					3,500.00

Bank of America--Far	Estimate \$2,800 + 500 cupboards + 100 deck +	3,500.00
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2669

6/27/2016

McCullough Professional Painting

**650.00

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

McCullough Professional Painting

Tack Room Cupboards

McCullough Professional Painting				6/27/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/27/2016	Bill	BM Jun 27	650.00	650.00		650.00
				Check Amount		650.00

Bank of America--Far	Tack Room Cupboards	650.00
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McCullough Professional Painting				6/27/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/27/2016	Bill	BM Jun 27	650.00	650.00		650.00
				Check Amount		650.00

Bank of America--Far	Tack Room Cupboards	650.00
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2739

9/30/2016

McCullough Professional Painting

**800.00

Eight Hundred and 00/100*****

McCullough Professional Painting

Paint Front Gate and Wall

McCullough Professional Painting				9/30/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/30/2016	Bill	BM Sep 30	800.00	800.00		800.00
				Check Amount		800.00

Bank of America--Far	Paint Front Gate and Wall	800.00
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McCullough Professional Painting				9/30/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/30/2016	Bill	BM Sep 30	800.00	800.00		800.00
				Check Amount		800.00

Bank of America--Far	Paint Front Gate and Wall	800.00
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NEW ARENA

16,000

6/7/2017

Longwood Arenas

**8,000.00

Eight Thousand and 00/100*****

Longwood Arenas
10011 NW HWY 225A
Ocala, FL 34482

Second payment, Ring to be complete by May 31

Longwood Arenas					6/7/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/7/2017	Bill	357	8,000.00	8,000.00		8,000.00
					Check Amount	8,000.00

Bank of America--Far Second payment, Ring to be complete by May 3 8,000.00

Longwood Arenas					6/7/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/7/2017	Bill	357	8,000.00	8,000.00		8,000.00
					Check Amount	8,000.00

Bank of America--Far Second payment, Ring to be complete by May 3 8,000.00

4/4/2017

Longwood Arenas

**8,000.00

Eight Thousand and 00/100*****

Longwood Arenas
10011 NW HWY 225A
Ocala, FL 34482

Downpayment, Ring to be complete by May 31

Longwood Arenas					4/4/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/4/2017	Bill	270	8,000.00	8,000.00		8,000.00
					Check Amount	8,000.00

Bank of America--Far Downpayment, Ring to be complete by May 31 8,000.00

Longwood Arenas					4/4/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/4/2017	Bill	270	8,000.00	8,000.00		8,000.00
					Check Amount	8,000.00

Bank of America--Far Downpayment, Ring to be complete by May 31 8,000.00

FARM MATERIAL

2903

33,109.04

5/26/2017

G.L. Williams

**11,293.26

Eleven Thousand Two Hundred Ninety-Three and 26/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

513.33 Tons Stone Dust @ \$22, 3320 Banks Mill Ro

G.L. Williams					5/26/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/26/2017	Bill	Stone Dust 1	11,293.26	11,293.26		11,293.26
					Check Amount	11,293.26

Bank of America--Far 513.33 Tons Stone Dust @ \$22, 3320 Banks Mil 11,293.26

G.L. Williams					5/26/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/26/2017	Bill	Stone Dust 1	11,293.26	11,293.26		11,293.26
					Check Amount	11,293.26

Bank of America--Far 513.33 Tons Stone Dust @ \$22, 3320 Banks Mil 11,293.26

2914

6/3/2017

G.L. Williams

**10,947.86

Ten Thousand Nine Hundred Forty-Seven and 86/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

497.63 Tons Stone Dust @ \$22, 3320 Banks Mill Ro

G.L. Williams					6/3/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/3/2017	Bill	Stone Dust 2	10,947.86	10,947.86		10,947.86
					Check Amount	10,947.86

Bank of America--Far	497.63 Tons Stone Dust @ \$22, 3320 Banks Mil	10,947.86
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G.L. Williams					6/3/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/3/2017	Bill	Stone Dust 2	10,947.86	10,947.86		10,947.86
					Check Amount	10,947.86

Bank of America--Far	497.63 Tons Stone Dust @ \$22, 3320 Banks Mil	10,947.86
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2918

6/6/2017

G.L. Williams

**7,900.92

Seven Thousand Nine Hundred and 92/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Sand, 3320 Banks Mill Road

G.L. Williams					6/6/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/6/2017	Bill	Sand	7,900.92	7,900.92		7,900.92
					Check Amount	7,900.92

Bank of America--Far	Sand, 3320 Banks Mill Road	7,900.92
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G.L. Williams					6/6/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/6/2017	Bill	Sand	7,900.92	7,900.92		7,900.92
					Check Amount	7,900.92

Bank of America--Far	Sand, 3320 Banks Mill Road	7,900.92
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3054

1/16/2018

G.L. Williams

**455.00

Four Hundred Fifty-Five and 00/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Linda Donovan, 3320 Banks Mill Road, DL 1021531

G.L. Williams

1/16/2018

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, DL 1021

455.00

G.L. Williams

1/16/2018

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, DL 1021

455.00

3060

1/18/2018

G.L. Williams

**445.00

Four Hundred Forty-Five and 00/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Linda Donovan, 3320 Banks Mill Road, Stone Dust

G.L. Williams					1/18/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/18/2018	Bill	Jan 18	445.00	445.00		445.00
					Check Amount	445.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Stone D 445.00

G.L. Williams					1/18/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/18/2018	Bill	Jan 18	445.00	445.00		445.00
					Check Amount	445.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Stone D 445.00

3119 ~~3066~~

4/13/2018

G.L. Williams

**445.00

Four Hundred Forty-Five and 00/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Linda Donovan, 3320 Banks Mill Road, Stone Dust

G.L. Williams				4/13/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/13/2018	Bill	Apr 13 Stone Dust	445.00	445.00		445.00
				Check Amount		445.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Stone D 445.00

G.L. Williams				4/13/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/13/2018	Bill	Apr 13 Stone Dust	445.00	445.00		445.00
				Check Amount		445.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Stone D 445.00

3282

11/25/2019

G.L. Williams

**470.00

Four Hundred Seventy and 00/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Linda Donovan, 3320 Banks Mill Road, Stone Dust

G.L. Williams					11/25/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/25/2019	Bill	Nov 25 Stone Dust	470.00	470.00		470.00
					Check Amount	470.00

Bank of America--Far	Linda Donovan, 3320 Banks Mill Road, Stone D	470.00
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G.L. Williams					11/25/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/25/2019	Bill	Nov 25 Stone Dust	470.00	470.00		470.00
					Check Amount	470.00

Bank of America--Far	Linda Donovan, 3320 Banks Mill Road, Stone D	470.00
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3716

1/7/2021

G.L. Williams

**702.00

Seven Hundred Two and 00/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Linda Donovan, 3320 Banks Mill Road

G.L. Williams					1/7/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/7/2021	Bill	Jan 7, 2 Loads	702.00	702.00		702.00
					Check Amount	702.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 702.00

G.L. Williams					1/7/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/7/2021	Bill	Jan 7, 2 Loads	702.00	702.00		702.00
					Check Amount	702.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 702.00

3723

1/21/2021

G.L. Williams

**450.00

Four Hundred Fifty and 00/100*****

G.L. Williams
501 Rainbow Falls
Graniteville, SC 29829

Linda Donovan, 3320 Banks Mill Road

G.L. Williams				1/21/2021		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/21/2021	Bill	Jan 21, Stone Dust	450.00	450.00		450.00
				Check Amount		450.00

Bank of America--Far	Linda Donovan, 3320 Banks Mill Road	450.00
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G.L. Williams				1/21/2021		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/21/2021	Bill	Jan 21, Stone Dust	450.00	450.00		450.00
				Check Amount		450.00

Bank of America--Far	Linda Donovan, 3320 Banks Mill Road	450.00
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PERIMETER FENCE 1420 FEET

3135

5/4/2018

Alex Flores Landscape Service

**2,485.00

Two Thousand Four Hundred Eighty-Five and 00/100*****

Alex Flores Landscape Service

1420 Feet West Perimeter Fence Installation

Alex Flores Landscape Service					5/4/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/4/2018	Bill	100592 Fencing	2,485.00	2,485.00		2,485.00
					Check Amount	2,485.00

Bank of America--Far	1420 Feet West Perimeter Fence Installation	2,485.00
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Alex Flores Landscape Service					5/4/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/4/2018	Bill	100592 Fencing	2,485.00	2,485.00		2,485.00
					Check Amount	2,485.00

Bank of America--Far	1420 Feet West Perimeter Fence Installation	2,485.00
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742

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

DANGEROUS WIRING IN GARAGE

2700

8/9/2016

DSK Electrical, LLC

**2,490.61

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

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

ELECTRICAL WORK

Linda Donovan, 3320 Banks Mill Road

5194.13

DSK Electrical, LLC					8/9/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/9/2016	Bill	2023	2,490.61	2,490.61		2,490.61
					Check Amount	2,490.61

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 2,490.61

DSK Electrical, LLC					8/9/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/9/2016	Bill	2023	2,490.61	2,490.61		2,490.61
					Check Amount	2,490.61

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 2,490.61

2129

9/6/2016

DSK Electrical, LLC

**750.69

Seven Hundred Fifty and 69/100*****

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

Linda Donovan, 3320 Banks Mill Road

DSK Electrical, LLC					9/6/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/6/2016	Bill	2121, Sep 2016	750.69	750.69		750.69
					Check Amount	750.69

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 750.69

DSK Electrical, LLC					9/6/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/6/2016	Bill	2121, Sep 2016	750.69	750.69		750.69
					Check Amount	750.69

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 750.69

2788

11/28/2016

DSK Electrical, LLC

**112.50

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

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

Linda Donovan, 3320 Banks Mill Road

DSK Electrical, LLC					11/28/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/28/2016	Bill	2227, Sep 2016	112.50	112.50		112.50
					Check Amount	112.50

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 112.50

DSK Electrical, LLC					11/28/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/28/2016	Bill	2227, Sep 2016	112.50	112.50		112.50
					Check Amount	112.50

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 112.50

2906

4/23/2017

DSK Electrical, LLC

**686.20

Six Hundred Eighty-Six and 20/100*****

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

Linda Donovan, 3320 Banks Mill Road

DSK Electrical, LLC					4/23/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/23/2017	Bill	2628, Apr 2017	686.20	686.20		686.20
					Check Amount	686.20

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 686.20

DSK Electrical, LLC					4/23/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/23/2017	Bill	2628, Apr 2017	686.20	686.20		686.20
					Check Amount	686.20

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 686.20

322 7

9/19/2018

DSK Electrical, LLC

**124.98

One Hundred Twenty-Four and 98/100*****

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

Linda Donovan, 3320 Banks Mill Road, Koi Pond

DSK Electrical, LLC					9/19/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/19/2018	Bill	3691, Sep 2018	124.98	124.98		124.98
					Check Amount	124.98

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Koi Pon 124.98

DSK Electrical, LLC					9/19/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/19/2018	Bill	3691, Sep 2018	124.98	124.98		124.98
					Check Amount	124.98

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Koi Pon 124.98

3313

1/18/2019

DSK Electrical, LLC

**414.31

Four Hundred Fourteen and 31/100*****

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

Linda Donovan, 3320 Banks Mill Road, Barn lights

DSK Electrical, LLC					1/18/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/18/2019	Bill	3980, Jan 2019	414.31	414.31		414.31
					Check Amount	414.31

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Barn lig 414.31

DSK Electrical, LLC					1/18/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/18/2019	Bill	3980, Jan 2019	414.31	414.31		414.31
					Check Amount	414.31

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Barn lig 414.31

3534

1/13/2020

DSK Electrical, LLC

**404.84

Four Hundred Four and 84/100*****

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

Linda Donovan, 3320 Banks Mill Road, Pond

DSK Electrical, LLC					1/13/2020	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/13/2020	Bill	4829, Jan 2020	404.84	404.84		404.84
					Check Amount	404.84

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Pond 404.84

DSK Electrical, LLC					1/13/2020	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/13/2020	Bill	4829, Jan 2020	404.84	404.84		404.84
					Check Amount	404.84

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Pond 404.84

3605

6/6/2020

DSK Electrical, LLC

**210.00

Two Hundred Ten and 00/100*****

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

Linda Donovan, 3320 Banks Mill Road, Pond

DSK Electrical, LLC					6/6/2020	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/6/2020	Bill	5084, Jun 6	210.00	210.00		210.00
					Check Amount	210.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Pond 210.00

DSK Electrical, LLC					6/6/2020	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/6/2020	Bill	5084, Jun 6	210.00	210.00		210.00
					Check Amount	210.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road, Pond 210.00

9:00 AM

11/02/22

Accrual Basis

John and Linda Donovan

Find Report

All Transactions

Clr	Split	Amount	Balance
	Renovation	-1,939.42	-1,939.42
	Renovation	-3,737.78	-5,677.20
	Renovation	-6,961.67	-12,638.87
	Renovation	-11,368.76	-24,007.63
	Renovation	-5,462.51	-29,470.14
	Renovation	-3,692.79	-33,162.93
	Renovation	-9,000.00	-42,162.93
	Renovation	-5,000.00	-47,162.93
		<u>-47,162.93</u>	<u>-47,162.93</u>

CHRIS COULTHARD

RENOVATION

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

3527

4/13/2015

Chris Coulthard

**5,000.00

Five Thousand and 00/100*****

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Banks Mill Deck Replacement

Chris Coulthard				4/13/2015		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/13/2015	Bill	Apr 2015 Deck	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

Bank of America--Far	Banks Mill Deck Replacement	5,000.00
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Chris Coulthard				4/13/2015		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/13/2015	Bill	Apr 2015 Deck	5,000.00	5,000.00		5,000.00
					Check Amount	5,000.00

Bank of America--Far	Banks Mill Deck Replacement	5,000.00
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2573

7/20/2015

Chris Coulthard

**9,000.00

Nine Thousand and 00/100*****

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Banks Mill Renovation Second Draw

Chris Coulthard					7/20/2015	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/20/2015	Bill	2nd Draw Banks Mill	9,000.00	9,000.00		9,000.00
					Check Amount	9,000.00

Bank of America--Far	Banks Mill Renovation Second Draw	9,000.00
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Chris Coulthard					7/20/2015	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/20/2015	Bill	2nd Draw Banks Mill	9,000.00	9,000.00		9,000.00
					Check Amount	9,000.00

Bank of America--Far	Banks Mill Renovation Second Draw	9,000.00
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2629

1/29/2016

Chris Coulthard

**9,155.30

Nine Thousand One Hundred Fifty-Five and 30/100*****

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Chris Coulthard					1/29/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/29/2016	Bill	Nov 19 - Jan 20	5,462.51	5,462.51		5,462.51
1/29/2016	Bill	Jan 2016	3,692.79	3,692.79		3,692.79
					Check Amount	9,155.30
Bank of America--Far						9,155.30

Chris Coulthard					1/29/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/29/2016	Bill	Nov 19 - Jan 20	5,462.51	5,462.51		5,462.51
1/29/2016	Bill	Jan 2016	3,692.79	3,692.79		3,692.79
					Check Amount	9,155.30

Bank of America--Far 9,155.30

2638

3/4/2016

Chris Coulthard

**11,368.76

Eleven Thousand Three Hundred Sixty-Eight and 76/100*****

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Banks Mill Renovation Second Draw

Chris Coulthard					3/4/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/4/2016	Bill	Jan 16	11,368.76	11,368.76		11,368.76
					Check Amount	11,368.76

Bank of America--Far	Banks Mill Renovation Second Draw	11,368.76
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Chris Coulthard					3/4/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/4/2016	Bill	Jan 16	11,368.76	11,368.76		11,368.76
					Check Amount	11,368.76

Bank of America--Far	Banks Mill Renovation Second Draw	11,368.76
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2648

5/4/2016

Chris Coulthard

**6,961.67

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

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Banks Mill Renovation, upper window, new siding,

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

Bank of America--Far	Banks Mill Renovation, upper window, new siding	6,961.67
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Chris Coulthard					5/4/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/4/2016	Bill	May 16	6,961.67	6,961.67		6,961.67
					Check Amount	6,961.67

Bank of America--Far	Banks Mill Renovation, upper window, new siding	6,961.67
----------------------	---	----------

2730

9/15/2016

Chris Coulthard

**3,737.78

Three Thousand Seven Hundred Thirty-Seven and 78/100*****

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Banks Mill Renovation, cabinets to shaws fork, furnit

Chris Coulthard				9/15/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/15/2016	Bill	May-Sep 16	3,737.78	3,737.78		3,737.78
				Check Amount		3,737.78

Bank of America--Far	Banks Mill Renovation, cabinets to shaws fork, f	3,737.78
----------------------	--	----------

Chris Coulthard				9/15/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/15/2016	Bill	May-Sep 16	3,737.78	3,737.78		3,737.78
				Check Amount		3,737.78

Bank of America--Far	Banks Mill Renovation, cabinets to shaws fork, f	3,737.78
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2799

11/30/2016

Chris Coulthard

**1,939.42

One Thousand Nine Hundred Thirty-Nine and 42/100*****

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

Banks Mill Renovation, bat mitigation

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
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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
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2637

3/3/2016

Carpenters in the Home, Inc.

**1,164.50

One Thousand One Hundred Sixty-Four and 50/100*****

Carpenters in the Home, Inc.
422 Columbia Industrial Blvd.
Evans, GA 30809

Linda Donovan, 3320 Banks Mill Road, Aiken, Wire

Carpenters in the Home, Inc.				3/3/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/3/2016	Bill	Banks Mill Closets	1,164.50	1,164.50		1,164.50
					Check Amount	1,164.50

Bank of America--Far	Linda Donovan, 3320 Banks Mill Road, Aiken,	1,164.50
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Carpenters in the Home, Inc.				3/3/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/3/2016	Bill	Banks Mill Closets	1,164.50	1,164.50		1,164.50
					Check Amount	1,164.50

Bank of America--Far	Linda Donovan, 3320 Banks Mill Road, Aiken,	1,164.50
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3745

NEW HEAT PUMP

2/17/2021

Carolina HVAC

**3,445.00

Three Thousand Four Hundred Forty-Five and 00/100*****

Carolina HVAC
450 Centerwood Road
Windsor, SC 29856

Linda Donovan, 3320 Banks Mill Road

Carolina HVAC					2/17/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/17/2021	Bill	21222	3,445.00	3,445.00		3,445.00
					Check Amount	3,445.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 3,445.00

Carolina HVAC					2/17/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/17/2021	Bill	21222	3,445.00	3,445.00		3,445.00
					Check Amount	3,445.00

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 3,445.00

2852

3/4/2017

C&B Roofing

**841.63

Eight Hundred Forty-One and 63/100*****

C&B Roofing
3100 Whiskey Road
Aiken, SC 29803

Linda Donovan, 3320 Banks Mill Road

C&B Roofing					3/4/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/4/2017	Bill	1881	841.63	841.63		841.63
					Check Amount	841.63

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 841.63

C&B Roofing					3/4/2017	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/4/2017	Bill	1881	841.63	841.63		841.63
					Check Amount	841.63

Bank of America--Far Linda Donovan, 3320 Banks Mill Road 841.63

NEW WELLS + PUMPS

2713

8/23/2016

7917,-

Beck Well Drilling

**6,647.00

Six Thousand Six Hundred Forty-Seven and 00/100*****

486 Croft Mill Road
Aiken, SC 29801

Replace well pumps and motors--behind barn, west

Beck Well Drilling				8/23/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount
8/23/2016	Bill	08/22, 23	6,647.00	6,647.00	
				Check Amount	Payment
					6,647.00
					6,647.00

Bank of America--Far Replace well pumps and motors--behind barn, w 6,647.00

Beck Well Drilling				8/23/2016	
Date	Type	Reference	Original Amt.	Balance Due	Discount
8/23/2016	Bill	08/22, 23	6,647.00	6,647.00	
				Check Amount	Payment
					6,647.00
					6,647.00

Bank of America--Far Replace well pumps and motors--behind barn, w 6,647.00

Beck Well Drilling, Inc.

Well Drilling & Repair Shop
803-648-1989

486 Croft Mill Road
Aiken, S.C. 29801

**Pumps Installed & Serviced
DUANE
803-663-6489**

CUSTOMER'S			
ORDER NO. _____	DATE <u>7-7</u> , 20 <u>10</u>		
NAME <u>Mr. Williams</u>			
ADDRESS <u>1000 N. Main St.</u>			
SOLD BY	CASH		
<u>115</u>			
C.O.D.	CHARGE		
ON ACCT.	MDSE. RET'D.		
PAID OUT			
QTY.	DESCRIPTION	PRICE	AMOUNT
1	1 lb. Grade B Pork	1.70	1.70
2	lb. Grade A Beef	2.00	4.00
			10.70
All claims and returned goods MUST be accompanied by this bill.		TAX	
RECEIVED BY:		TOTAL	12.70

Thank you for your business!

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

People's United Bank

peoples.com

FOR WELL REPAIR

John J. Donovan

⑆221172186⑆ 6500404204⑈ 0574

Printed at
Hartland, Maine

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2018 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,955.84 TOTAL TAX

Real TOTAL MILLS: 239.50

DISTRICT 101 139-19-01-002 ASSM: 15990

\$3955.84 TOTAL PAID

R-2018-055573

HURLEY WILLIAM T TRUSTEE

C/O VERDOLINO AND LOWERY PC

Check #: 3305

DATE PAID: 1/9/2019

BATCH: 35386

TRAN-NO:

PAID BY: FARM MAINTENANCE

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

REAL ESTATE TAXES PAID
2015 - 2019

\$ 35,168.51

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2017 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,820.89 TOTAL TAX

Real TOTAL MILLS: 234.50

DISTRICT 101 139-19-01-002 ASSM: 15990

\$3932.04 TOTAL PAID

R-2017-055468
HURLEY WILLIAM T TRUSTEE
124 WASHINGTON ST

Check #:
DATE PAID: 1/31/2018
BATCH: 33425
TRAN-NO:
PAID BY: LINDA J DONOVAN

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2016 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$13,625.30 TOTAL TAX

Real TOTAL MILLS: 234.50

DISTRICT 101 139-19-01-002 ASSM: 58280

\$14030.58 TOTAL PAID

R-2016-055295
HURLEY WILLIAM T TRUSTEE
124 WASHINGTON ST
,

Check #: 2829
DATE PAID: 2/1/2017
BATCH: 31314
TRAN-NO:
PAID BY: LINDA DONOVAN

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2015 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,535.21 TOTAL TAX

Real TOTAL MILLS: 240.50

DISTRICT 101 139-19-01-002 ASSM: 14220

\$3535.21 TOTAL PAID

R-2015-047705

H N D STABLES INC

DELRAY BEACH FL 33483

Check #: 524

DATE PAID: 1/15/2016

BATCH: 29192

TRAN-NO:

PAID BY: JOHN DONOVAN

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2014 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,537.91 TOTAL TAX

Real TOTAL MILLS: 240.50

DISTRICT 101 139-19-01-002 ASSM: 14220

\$3537.91 TOTAL PAID

R-2014-047416
H N D STABLES INC
AIKEN SC 29801

Check #: 79196
DATE PAID: 1/15/2015
BATCH: 27435
TRAN-NO:
PAID BY: RUDNICK AND RUDNICK ATTY

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2018 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$99.98 TOTAL TAX

Real TOTAL MILLS: 239.50

DISTRICT 101 140-08-04-001 ASSM: 190

\$99.98 TOTAL PAID

R-2018-055574

HURLEY WILLIAM T TRUSTEE JR

C/O VERDOLINO AND LOWERY PC

Check #: 3304

DATE PAID: 1/9/2019

BATCH: 35366

TRAN-NO:

PAID BY: FARM MAINTENANCE

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2017 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$84.03 TOTAL TAX

Real TOTAL MILLS: 234.50

DISTRICT 101 140-08-04-001 ASSM: 190

\$85.35 TOTAL PAID

R-2017-055469
HURLEY WILLIAM T TRUSTEE JR
124 WASHINGTON ST

Check #:
DATE PAID: 1/31/2018
BATCH: 33425
TRAN-NO:
PAID BY: LINDA J DONOVAN

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2016 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$5,651.88 TOTAL TAX

Real TOTAL MILLS: 234.50

DISTRICT 101 140-08-04-001 ASSM: 24210

\$5820.24 TOTAL PAID

R-2016-055296

HURLEY WILLIAM T TRUSTEE JR

124 WASHINGTON ST

Check #: 2829

DATE PAID: 2/1/2017

BATCH: 31314

TRAN-NO:

PAID BY: LINDA DONOVAN

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2015 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$85.66 TOTAL TAX

Real TOTAL MILLS: 240.50

DISTRICT 101 140-08-04-001 ASSM: 190

\$85.66 TOTAL PAID

R-2015-047706

H N D STABLES INC

DELRAY BEACH FL 33483

Check #: 524

DATE PAID: 1/15/2016

BATCH: 29192

TRAN-NO:

PAID BY: JOHN DONOVAN

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer

Internet Tax Receipt 11/6/2022

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2014 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$85.70 TOTAL TAX

Real TOTAL MILLS: 240.50

DISTRICT 101 140-08-04-001 ASSM: 190

\$85.70 TOTAL PAID

R-2014-047417
H N D STABLES INC
AIKEN SC 29801

Check #: 79197
DATE PAID: 1/15/2015
BATCH: 27435
TRAN-NO:
PAID BY: RUDNICK AND RUDNICK ATTY

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

2605

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

11/24/2015

Steve Adams

**5,600.00

Five Thousand Six Hundred and 00/100*****

Steve Adams
Quality Concrete Finishing
468 East Shoreline Drive
North Augusta, SC 29841

Stamped Concrete Barn Ends, Banks Mill

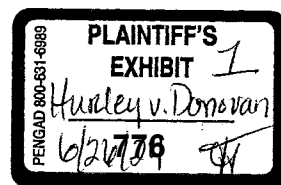
Steve Adams					11/24/2015	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/24/2015	Bill	Barn Ends, Nov 2015	5,600.00	5,600.00		5,600.00
					Check Amount	5,600.00

Bank of America--Far	Stamped Concrete Barn Ends, Banks Mill	5,600.00
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Steve Adams					11/24/2015	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/24/2015	Bill	Barn Ends, Nov 2015	5,600.00	5,600.00		5,600.00
					Check Amount	5,600.00

Bank of America--Far	Stamped Concrete Barn Ends, Banks Mill	5,600.00
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EXHIBIT 1



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 DEEDS 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 - 2024 Nov 11 1:33 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]

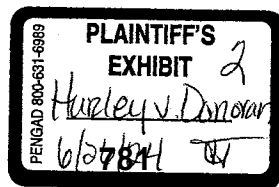


After recording return to Morris Rudnick, Esquire

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 2



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,

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 14th 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]

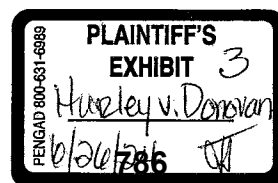


After recording return to Morris Rudnick, Esquire

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.

EXHIBIT 3



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 (Landvest, 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 mortgage 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 Trustee 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 land: 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.
- **Sagamore 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.
- **Sagamore land:** 50% interest in an entity which owns all of Hamilton land and a 7.4 acre parcel in Essex;
- **Seagats 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, JJDjr. 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, JJDjr. and the Four Siblings sign the attached settlement agreement.
10. JJDjr. 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

JM

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 _____

JM 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.

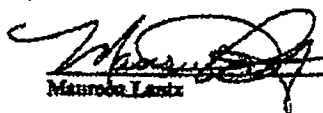
By signing below, each of the parties hereto acknowledges that this is a binding and enforceable contract.

John Donovan _____ Date _____

John Donovan, Jr. _____ Date _____

Carolyn Rosenbaum _____ Date _____

James Donovan _____ Date _____

 3-26-07
Maureen Lantz _____ Date _____

Rebecca Brown _____ Date _____

g'd

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 03/24/07
Carolyn Rosenbaum _____ Date _____

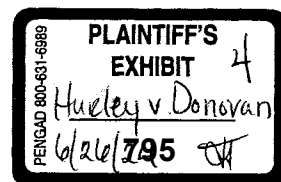
James Donovan _____ Date _____

Maurten Lantz _____ Date _____

Rebecca Brown _____ Date _____

3984727v.1

EXHIBIT 4



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-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 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

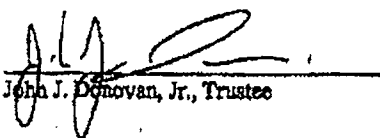
6.1 Applicable Law. This Declaration of Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and its validity and administration shall be governed by said laws except with respect to such assets as are required by the law controlling to be governed by the laws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

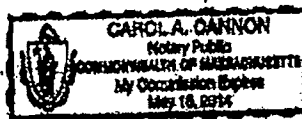

John J. Donovan, Jr., Trustee

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.

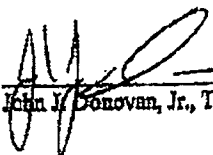
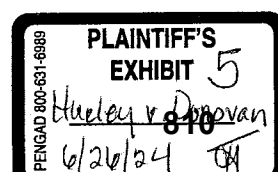

John J. Donovan, Jr., Trustee

EXHIBIT 5



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,

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.

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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)

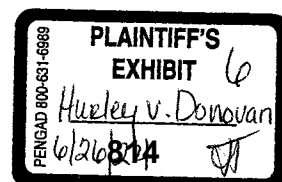
Date

Acknowledged for Trust I-JJD

Trustee, Trust I-JJD

Date

EXHIBIT 6



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.

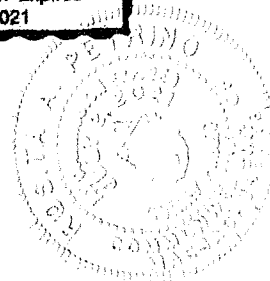
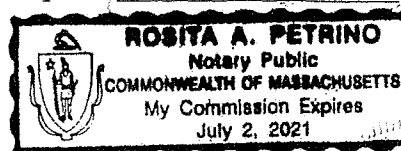
William T. Hurley, Jr., Trustee
William T. Hurley, Jr., JD CPA, Trustee

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.

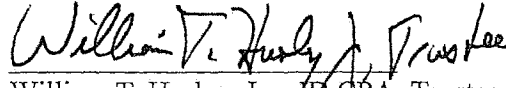
Rosita A. Petrino
Notary Public
My Comm. Expires:



SCHEDULE OF BENEFICIARIES OF THE AIKEN PROPERTY TRUST

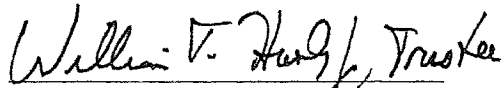
The Beneficiary of the Aiken Property Trust is Trust One JJD, whose sole beneficiary is John J. Donovan, II.

Trust One JJD, Beneficiary


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

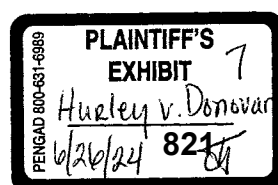
Acknowledged:

Aiken Property Trust


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

Dated: January 14, 2015

EXHIBIT 7



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.

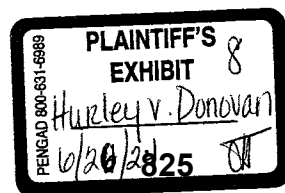
[Signature] (L.S.)
Notary Public for SC
My Commission Expires: _____

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 MESSE CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY
BK: RB 4549
PG: 2386 - 2388

Book 4549 Page 2388

EXHIBIT 8



**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 1-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.

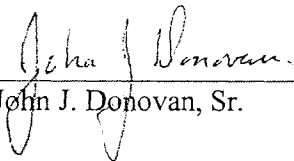
6. Other than the filings disclosed above, I have not, and will not at any time in the future, take any action on behalf of Trust One or as beneficiary of Trust One, or direct anyone to take action on my behalf, including but not limited to (a) selling, purchasing, transferring, pledging, gifting, conveying, 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.

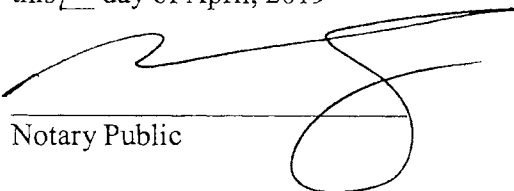
- g. Separate and apart from the foregoing paragraph, following my death, three hundred thousand dollars (\$300,000) will be reserved exclusively to pay for attorneys' fees incurred by the Estate or the Donovan Siblings to address any misconduct by me, or anyone acting on my or my estate's behalf, intended 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 May, 2019



Notary Public

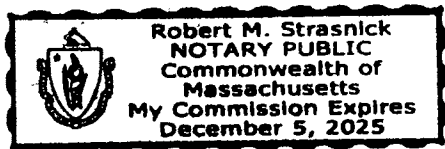
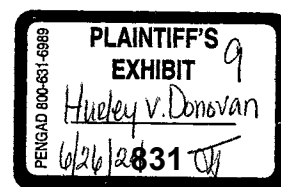


EXHIBIT 9



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

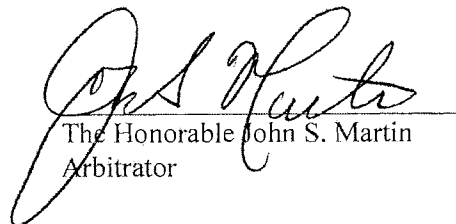
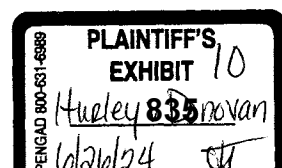

The Honorable John S. Martin
Arbitrator

EXHIBIT 10



NOTICE

10/30

1 1 9

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURTREBECCA M. BROWN, *et. al*

Plaintiffs,

v.

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

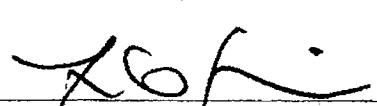
Defendants.

Civil Action No. 03-4247 BLS 1

*Jurisdiction**retained in the Business**Litigation Session of the**Suffolk Superior Court,***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.

Justice of the Superior Court
Business Litigation Session

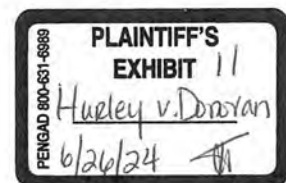
I HEREBY ATTEST AND CERTIFY ON
12/4/19 THAT THE
FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
ORIGINAL ON FILE IN MY OFFICE,
AND IN MY LEGAL CUSTODY.

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

BY 
FIRST ASSISTANT CLERK

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.
SEATH/J.D.L.
A-LLP/S.B.H.

EXHIBIT 11



2020002069

DEED

RECORDING FEES

\$15.00

STATE TAX

\$0.00

COUNTY TAX

\$0.00

PRESENTED & RECORDED

01-28-2020 12:30 PM

JUDITH WARNER

REGISTER OF MESSE CONVEYANCE

AIKEN COUNTY, SC

BY: VIRGINIA DUNN DEPUTY

BK: RB 4824

PG: 1247 - 1249

STATE OF SOUTH CAROLINA)

)

QUITCLAIM DEED AND RELEASE

COUNTY OF AIKEN)

)

KNOW ALL MEN BY THESE PRESENTS:

That John J. Donovan, Sr., individually and as sole beneficiary of Trust One JJD, which is the sole beneficiary of Aiken Property Trust, and Linda Donovan, 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 William T. Hurley, Jr., Trustee of Aiken Property Trust under declaration of trust dated January 14, 2015, the following described real estate:

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 Offices 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.

Grantee address: Trust one JJD
William T. Hurley Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

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.

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:

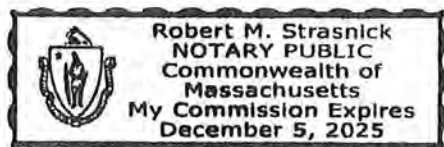
Nicole Romaneli
Witness

Amy Gambino
Witness

John J. Donovan, Sr.
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

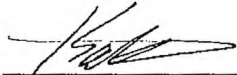
On this 9th day of JANUARY, 2020 before me, the undersigned notary public, personally appeared John J. Donovan, Sr., proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation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



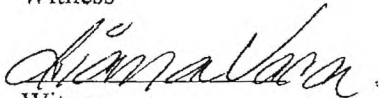
Robert M. Strasnick
Notary Public

My Comm. Expires: 12/5/25

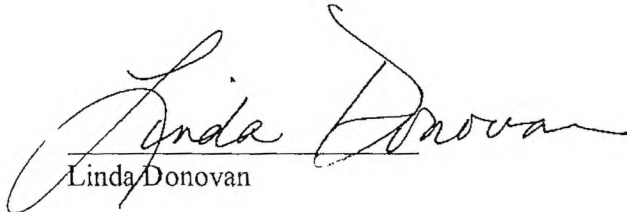
Signed, sealed and delivered in the presence of:



Witness



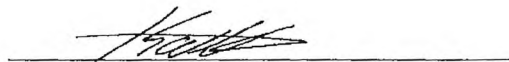
Witness



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.

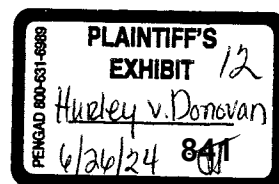


Notary Public

My Comm. Expires: 04/03/2029

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

EXHIBIT 12



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 than Exhibit E to the Graylin affidavit to find that 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 Koplowitch. 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.

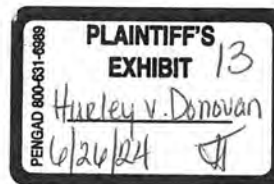
I previously advised the parties that I was retiring from practice and they should consider finding someone to replace me. These most recent proceedings had convinced me, however, that this would be unfair to the Donovan siblings, and any new mediator/arbitrator. To the extent there are likely to be 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 13



135

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

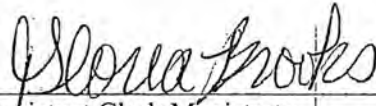
FINAL JUDGMENT

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

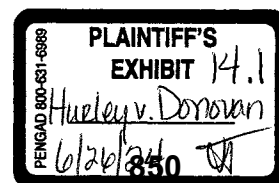


Assistant Clerk Magistrate
Office of the Civil Clerk
Michael J. Donovan

Noted
sent
8-18-22

JUDGMENT ENTERED ON LOCKET 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(c) AS FOLLOWS

EXHIBIT 14.1



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 than Exhibit E to the Graylin affidavit to find that 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:

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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.

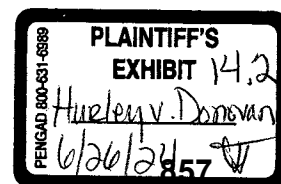
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November 10, 2021



John S. Martin

EXHIBIT 14.2



135

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.

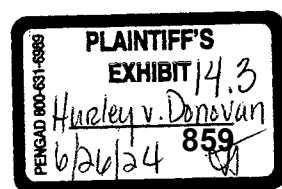


Assistant Clerk Magistrate
Office of the Civil Clerk
Michael J. Donovan

Noted
sent
8-18-22

JUDGMENT ENTERED ON DOCKET Aug 18 2022
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 1.604
AND NOTICE SENT TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 17.0 AS FOLLOWS

EXHIBIT 14.3



NOTICE: Summary decisions issued by the Appeals Court pursuant to M.A.C. Rule 23.0, as appearing in 97 Mass. App. Ct. 1017 (2020) (formerly known as rule 1:28, as amended by 73 Mass. App. Ct. 1001 [2009]), are primarily directed to the parties and, therefore, may not fully address the facts of the case or the panel's decisional rationale. Moreover, such decisions are not circulated to the entire court and, therefore, represent only the views of the panel that decided the case. A summary decision pursuant to rule 23.0 or rule 1:28 issued after February 25, 2008, may be cited for its persuasive value but, because of the limitations noted above, not as binding precedent. See Chace v. Curran, 71 Mass. App. Ct. 258, 260 n.4 (2008).

COMMONWEALTH OF MASSACHUSETTS

APPEALS COURT

22-P-1075

REBECCA M. BROWN & others¹

vs.

JOHN J. DONOVAN, SR., & another.²

MEMORANDUM AND ORDER PURSUANT TO RULE 23.0

In this protracted litigation, the narrow issue currently before us is whether a Superior Court judge erred in confirming an arbitration award that sanctioned the defendant, John J. Donovan, Sr. ("Donovan"), by divesting him of his interest in a trust. Donovan argues that the arbitrator refused to hear evidence, exceeded his powers, and demonstrated evident partiality, and that the award was procured by fraud. We affirm.

Background. In 2003, three of Donovan's children ("the siblings") filed the underlying complaint against him and another sibling, John J. Donovan, Jr. ("John"). Thereafter, the

¹ James H. Donovan, Maureen Donovan Lantz, and Carolyn Donovan Rosenbaum.

² The estate of John J. Donovan, Jr.

parties agreed to submit their disputes to an arbitrator, and the same arbitrator has heard the parties' disputes for over a decade. The Superior Court retained jurisdiction over the case for the purpose of enforcing the agreement and related issues. As the arbitrator summarized, the siblings "were always at odds with their father," while John was often in the middle, "sympathetic to the views of his siblings but also supportive of his father and concerned for his welfare." Thus, "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 [Donovan] which John hoped would provide his father with financial security for the remainder of his life."

After John died in 2015, Donovan claimed that a codicil to John's will gave him authority to act on John's behalf. Pursuant to that purported authority, Donovan filed a number of self-benefiting documents with the registry of deeds that, among other things, were designed to deprive John's widow and children of their interests in various assets. Donovan also claimed that John wanted to make a posthumous confession that he and his siblings had committed tax fraud, thereby corroborating allegations made by Donovan that were previously discredited, and that the codicil instructed Donovan to submit paperwork to that effect with the Internal Revenue Service. Upon discovering

these filings, the siblings and John's estate submitted a demand for arbitration and contended that Donovan forged the codicil. In an award dated January 25, 2017, the arbitrator concluded that the codicil was "false and fraudulent." The arbitrator contemplated divesting Donovan of his interest in the trust as a sanction for his wrongdoing, did not do so "out of respect for what [the arbitrator] believed John would have wanted," but warned Donovan that there would "be no more second chances." A Superior Court judge confirmed the award, and Donovan did not appeal from that order.

Then, by letter to the arbitrator dated January 19, 2021, Donovan asked for various forms of relief, including entry of an order rescinding all prior orders entered in the arbitration proceedings. The letter reasserted Donovan's tax fraud allegations and suggested that John had legitimate reasons for instructing Donovan to report that fraud to the Internal Revenue Service. The arbitrator received documentary evidence from the parties and agreed to hear Donovan's testimony, after which the arbitrator would decide whether to hear any additional testimony from other parties. After hearing Donovan's testimony, the arbitrator decided not to hear any additional testimony and issued an award dated November 10, 2021, which concluded that Donovan was fraudulently trying to charge his children with tax fraud, and sanctioned Donovan by divesting him of his interest

in the trust. The arbitrator noted his prior reluctance to impose that sanction but concluded that "[e]nough is enough." A Superior Court judge confirmed the award, which is the subject of this appeal.

Discussion. "[A]n arbitration award is subject to a narrow scope of review" (citation omitted). Beacon Towers Condominium Trust v. Alex, 473 Mass. 472, 474 (2016). We "review an arbitrator's award to determine only whether one of the statutory grounds for vacating, modifying, or correcting the award has been met." Katz, Nannis & Solomon, P.C. v. Levine, 473 Mass. 784, 793 (2016). As pertinent here, the statutory grounds for vacatur include that "the arbitrators . . . refused to hear evidence material to the controversy . . . as to prejudice substantially the rights of a party"; "the arbitrators exceeded their powers"; "there was evident partiality by an arbitrator"; and "the award was procured by corruption, fraud or other undue means." G. L. c. 251, § 12 (a).

Donovan argues that the arbitrator "refused to hear evidence" by not permitting Donovan to present any testimony other than his own. G. L. c. 251, § 12 (a) (4). This argument disregards the history of the case and the context of Donovan's requests for relief. The arbitrator, who had spent over a decade arbitrating disputes between the parties, was exceedingly familiar with the parties and the underlying issues. Donovan's

2021 letter asked the arbitrator to rescind all his prior orders based on Donovan's previously discredited tax fraud allegations. The arbitrator received Donovan's documentary evidence and heard his testimony. After considering that evidence, the arbitrator concluded, based on his extensive experience with the case and prior rejection of the same unsubstantiated allegations, that Donovan had "brought before me another fraudulent application" and there was no need to hear further evidence regarding those allegations. Rather than refusing to hear evidence, the arbitrator exercised his discretion to place reasonable bounds on the scope of the evidence presented. See, e.g., Northland Inv. Corp. v. Goodwin Proctor LLP, 82 Mass. App. Ct. 272, 273-274 (2012).

Donovan also argues that the arbitrator exceeded his powers in divesting Donovan of his interest in the trust. See G. L. c. 251, § 12 (a) (3). However, the parties entered into an agreement that gave the arbitrator "discretion to award any remedy including sanctions, damages, attorney[']s fees . . . for any reason." This language gave the arbitrator broad authority to fashion an appropriate remedy for Donovan's wrongdoing and did not limit the arbitrator to imposing "discrete payments to compensate for specific expenses or wrongs," as Donovan argues.³

³ We note that Donovan faced criminal charges for fraud in connection with the codicil. He argues that his tax fraud

While Donovan also argues that the broad language, taken to its extreme, permitted the arbitrator to divest Donovan of his interest in the trust "just because he felt like it one day," that is not what occurred here. The arbitrator did not make the decision lightly, gave Donovan warning, and divested Donovan of his interest in the trust only after he repeatedly engaged in unconscionable conduct. Accordingly, the arbitrator did not "grant[] relief beyond the scope of the arbitration agreement, . . . award[] relief beyond that to which the parties bound themselves, or . . . award[] relief prohibited by law," and did not exceed his powers (citations omitted). Plymouth-Carver Regional Sch. Dist. v. J. Farmer & Co., 407 Mass. 1006, 1007 (1990).

Donovan's remaining arguments, that the arbitrator demonstrated "evident partiality" and that the arbitration award was procured by undue means require little discussion, as Donovan has not established a factual basis for either argument. See G. L. c. 251, § 12 (a) (1), (2). As to evident partiality, Donovan largely points to various strongly worded comments made by the arbitrator that, among other things, found fault with

allegations were critical to his defense and that he was impermissibly sanctioned for presenting that defense. This argument fails as a matter of fact; the arbitrator sanctioned Donovan for filing the petition in the arbitration proceedings, not for making the same arguments in his criminal case.

Donovan's experts and reproached Donovan for his wrongdoing. The arbitrator made these comments based on his review of the evidence, and they do not suggest that the arbitrator was biased in reviewing that evidence or in deciding the merits of the petition. As to undue means, Donovan relies on his discredited allegations of tax fraud, but those allegations, even if they had not been discredited, would not establish that the instant award was procured by undue means.⁴

Judgment affirmed.

By the Court (Vuono,

Wolohojian & Toone, JJ.⁵),



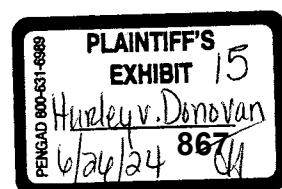
Assistant Clerk

Entered: March 8, 2024.

⁴ Given our conclusion, we need not address Donovan's argument that the case should be remanded with instructions that a new arbitrator be appointed.

⁵ The panelists are listed in order of seniority.

EXHIBIT 15



132

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT
CRIMINAL ACTION
NO. ESCR2017-0672

COMMONWEALTH

vs.

JOHN DONOVAN

SUMMARY DECISION AND ORDER ON DEFENDANT'S
EMERGENCY MOTION FOR STAY OF SENTENCE

INTRODUCTION

John Donovan ("Donovan") is before the court seeking a stay of his sentence under Mass. R. Crim. P. 31(a) and Mass. R. App. P. 6. After review, and for the reasons stated below, Donovan's motion in **DENIED**.

Traditionally, a stay of sentence requires a defendant to prove that he has a likelihood of success on appeal and that he poses no security risk if released. *Commonwealth v. Nash*, 486 Mass. 402-412 (2020). See *Commonwealth v. Kalila*, 102 Mass. App. Ct. 108, 112 (2023). As to the first factor, "the defendant must show that there is at least one appellate issue of sufficient heft that would give an appellate court pause -- in other words, one or more issues that require a legitimate evaluation, that would engender a dialectical discussion among an appellate panel where both sides find some substantive support, and that would, if successful, lead to a favorable outcome for the defendant." *Nash*, 486 Mass. at 404. As to the second factor, a judge should consider such things as the possibility of flight to avoid punishment, the potential danger to any other person or to the community, and the likelihood a defendant will reoffend while awaiting his appeal. *Commonwealth v. Hodge (No. 1)*, 380 Mass. 851, 855 (1980).

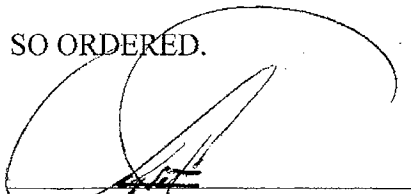
During the height of the COVID-19 pandemic, sentencing judges were also encouraged to consider COVID-19 as another variable when deciding whether to stay a defendant's sentence pending appeal. *Nash*, 486 Mass. at 405-406. COVID-19, however, is not an independent factor to be considered by the sentencing judge and does not alter the two-factor test traditionally used by our courts. *Kalila*, 102 Mass. App. Ct. at 113-114.

Here, after review of Donovan's motion and accompanying memorandum, the court determines that Donovan has failed to establish that the issues raised in his motion present some reasonable possibility of success. See *Nash*, 486 Mass. at 403. As such, the court need not consider the security risk factors identified in *Hodge (No. 1)*, 380 Mass. at 855. But even if this court were to consider the security risks posed by Donovan under factor two, he would fair no better. Donovan has proven himself to be nothing short of a charlatan. He cannot be believed; either about his health, where he would live, or that he would somehow abandon his twenty-year quest to destroy his family. Finally, to the extent this court must still consider COVID-19 as a consideration in releasing convicts that fail to meet the traditional test for staying a sentence, nothing in Donovan's history tips the scale towards a stay. The court has already issued a lengthy decision on Donovan's motion to revise and revoke his sentence that identifies Donovan's health history. The court has considered COVID-19 at every relevant stage in Donovan's case. There is nothing new in this motion that alters the court's opinion that Donovan is at no greater risk from COVID-19 or its effects than any other inmate.

CONCLUSION AND ORDER

For the reasons stated above, Donovan's motion is **DENIED**.

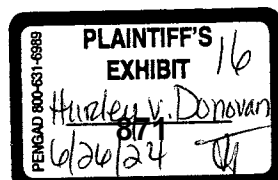
SO ORDERED.

A handwritten signature in black ink, appearing to read 'Salim Rodriguez Tabit', is written over a horizontal line.

Salim Rodriguez Tabit
Associate Justice of the Superior Court

Dated: April 3, 2023

EXHIBIT 16



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

AND

JOHN J. PROFESSOR

DONOVAN AND

JOHN J. DONOVAN JR.

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

AWARD

INTRODUCTION

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 mind set 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 in an attempt 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.

Professor Donovan's able counsel recognize that his conduct warrants the imposition of sanctions but argue that any punishment should be mitigated because he accepted responsibility for his actions, agreed to withdraw the documents he filed with the Essex South Registry of Deeds, was willing to stipulate to most of the facts established at the hearing, and declined only to stipulate to facts that might subject him to criminal prosecution for forgery and fraud. His counsel argue that, given his consent to the essential relief John's Estate and the Siblings were seeking, the sanctions to be imposed on him should be limited and John's Estate and the Siblings should not recover the legal fees incurred in conducting the hearing and preparing post-hearing submissions.

While counsel who have represented Professor Donovan in these proceedings should be given credit for persuading him to abandon the fraud he was attempting to perpetrate and to cooperate with counsel to effectuate the transaction with the Trust for Public Land, the arguments that Professor Donovan has acknowledged his wrongdoing and that the relief requested by the moving parties is unnecessary overlook the history of Professor Donovan's fraudulent activity over the last twelve years and ignores the fact that Professor Donovan's testimony at the hearing was a tissue of lies that was an insult to the intelligence of anyone he was trying to persuade. Professor Donovan did not simply refuse to stipulate that he used forged and fraudulent document, he took the stand and testified that the documents were genuine and reflected John's desires. This was blatantly false and an insult to John's memory. Moreover, given the fact that Professor Donovan

has repeatedly denied the validity of documents that he has signed and repeatedly asserted that he has been coerced into giving up his rights, the Moving Parties had every reason to seek a binding determination that the documents at issue were false and fraudulent. Thus, his conduct does not persuade me that there is a basis to mitigate the sanctions to be imposed or that there is not a need to fashion a remedy that will provide a strong incentive for Professor Donovan to abandon his efforts to set aside the agreements that are at the heart of these proceedings and to conduct himself in an appropriate manner.

Professor 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.

Thus, rather than forfeit Professor Donovan's interest in Trust One I have decided to deprive him of the right to have any of his expenses incurred prior to January 1, 2018 paid from the Trust and to limit his right to have the Trust make payments on his behalf to \$100,00 per year. Requests for reimbursement for the expenses for 2018 and each year thereafter shall be submitted in January of the following year and will only be approved if Professor Donovan has not violated any of his obligations under any of the agreements within my jurisdiction and has not engaged in any additional fraudulent or tortious conduct or taken any action which causes physical or emotional harm to any of his children, grandchildren or members of their families

As additional sanctions, John's Estate and the Siblings shall recover all of the reasonable expenses they have incurred to expose and defeat Professor Donovan's fraud and those amounts will be paid out of Trust One as soon as funds are available.

Nothing in the above shall limit my ability or that of my successor to authorize payments from the Trust for fees of the Trustee or others who provide services to the Trust, including the right to seek payment from the Trust for Professor Donovan's share of my fees and expenses or to

modify this order to authorize payments for essential medical or living expenses of Professor Donovan on a showing that Professor Donovan lacks the financial resources to make such payments himself.

What follows is largely adopted from the Proposed Findings of Facts submitted by John's Estate and his four siblings but they are my findings based on the record of proceedings that have been held before me over the last twelve years. To those unfamiliar with the history of these proceedings the detailed findings that follow might seem unnecessary. However, given Professor Donovan's history of misrepresenting and ignoring all that has gone before, his unwillingness to abide by the agreements he has made and his propensity for making unfounded allegations it is important for there to be a complete record of his actions so that any tribunal that may have to review the actions taken here will know the full extent of his duplicity. In addition, one or more of parties who have been effected by Professor Donovan's fraudulent conduct may chose to bring his actions to the attention of appropriate law enforcement officials and those officials should have a full record on which to assess his conduct.

SPECIFIC FINDINGS

A. The Current Proceedings

The present proceedings commenced upon the filing of letters and demands for arbitration against John J. Professor Donovan by Miranda P. Gooding, Esq. (dated September 27, 2016)¹, Bruce A. Singal, Esq. (dated October 3, 2016), and Henry A. Sullivan, Esq. (dated October 4, 2016), on behalf of their respective clients. Their demands for arbitration arise out of an extensive

¹ Miranda P. Gooding, Esq. has represented John J. Donovan, Jr. a/k/a John J. Donovan III on various matters beginning in approximately 2009 and continuing until his death in 2015. Bruce A. Singal, Esq. who represented John Jr. from 2003 until his death, now represents (i) Rebecca M. Brown, in her capacity as Trustee of the John J. Donovan III 2012 Revocable Trust, w/d/t amended and restated through March 25, 2015, and in her capacity as Trustee for the John J. Donovan Marital Trust ("Donovan Junior Trusts"); (ii) Jason Konidaris, as Personal Representative for the Estate of John J. Donovan, III, Essex Probate No. ES15P1897EA ("Donovan Junior Estate"); and (iii) John J. Donovan, III's wife Megan C. Donovan and his minor children Skylar E. Donovan and Jax C. Donovan. Henry A. Sullivan, Esq. represents Rebecca M. Brown, individually, as well as James II. Donovan, Maureen K. McLaughlin (formerly Lantz) and Carolyn Donovan Rosenbaum.

series of filings and recordings of documents in September 2016 by Professor Donovan in the Essex County South District Registry of Deeds in Massachusetts (the "September Essex County Registry Filings"). In those filings, among other things, Professor Donovan attested that he owned various rights, title and interests in the properties and entities that were the subject of these proceedings before me starting twelve years ago, and fully and finally adjudicated almost a decade ago. Contrary to that adjudication, Professor Donovan's September Essex County Registry Filings claimed that he owned properties and that he transferred, conveyed, mortgaged and otherwise encumbered those properties for his own benefit and the benefit of his wife Linda Donovan, and other third parties, all to the detriment of the interests of his five children, most particularly, his deceased son John his widow Megan Donovan and their two children – Professor Donovan's grandchildren.

Professor Donovan further attested in his September Essex County Registry Filings to have the authority and powers to control and convey these properties pursuant to, among other claims, a purported Codicil to John, Jr.'s Last Will and Testament, which Professor Donovan claims John, Jr. executed in Vermont on August 3, 2015. The alleged Codicil purportedly left Professor Donovan a secret set of instructions to act on after John, Jr.'s then anticipated death from a terminal illness (the purported "Vermont Codicil"). Professor Donovan also attested to having and using a purported Special Power of Attorney (the "Special Power of Attorney" or "SPA") and certain Proxies for various entities Professor Donovan claims to have obtained from John, Jr. on December 21, 2002 and which allegedly were confirmed and extended to be effective after his death by the purported Vermont Codicil. Professor Donovan did not make the September Essex County Registry Filings or disclose the existence of those documents until a year and one-half after John, Jr. died.

Exercising the authority allegedly granted to Professor Donovan by John, Jr. through the purported Vermont Codicil and SPA, Professor Donovan filed and recorded a wide assortment of self-benefiting mortgages, releases of mortgages which encumbered his claimed interests, a release of judgment against him, deeds, and other conveyancing and related documents, further detailed below, all ostensibly benefiting Professor Donovan and Linda Donovan. Professor

Donovan and Linda Donovan attested each of those documents to be true, valid, authentic and legitimate transactions. Those documents included and purported to effect, among other things, the following:

- The release of a \$4.8 million Judgment, plus interest, against Professor Donovan in favor of John, Jr. awarded by me in prior arbitration proceedings on March 15, 2006 and entered in the Massachusetts Superior Court as a Judgment against Professor Donovan on June 26, 2006.
- The discharge and release of a Mortgage Agreement between John, Jr., as Trustee of the John J. Donovan III 2012 Revocable Trust, dated December 19, 2012 and Hugh J. Collins, as Trustee of the Essex Land Realty Trust dated December 14, 2009, which, in essence, discharged a mortgage equal to the value of the property on certain land located in Essex, MA which was scheduled to be sold by agreement of the Parties, with my approval, to a third party (the Trust for Public Land) at the end of September 2016.
- The purported grant and conveyance of deeds to multiple parcels of real estate in Manchester, Ipswich, Essex and Hamilton, Massachusetts and Bermuda, actually owned by the Five Siblings through various entities, to his wife, Linda Donovan, in December 2002 and purportedly confirmed by 2016 attestations of Professor Donovan and Linda Donovan as legitimate, valid and authentic transfers.
- The confirmation of purported transfers and conveyances in December 2002 of property to Linda Donovan as gifts from Professor Donovan
- A sworn affidavit of Professor Donovan dated September 12, 2016, attesting to the authenticity, legitimacy and validity of the purported SPA from John, Jr. Also, contending that the FSA, MSA and ISA (which he swore were valid agreements and were not procured by extortion when he entered them in 2003, 2004 and 2007, respectively), are invalid because he was extorted.
- The alleged secret instructions purportedly from John, Jr. to Professor Donovan to use the purported SPA to submit to the Internal Revenue Service in the name of John, Jr. after his death a voluntary disclosure confirming Professor Donovan's claims of certain purported conduct by the Five Siblings (each of which has been

repeatedly asserted and discredited and settled in these proceedings on multiple occasions including, by at least three settlement agreements, and which instructions John, Jr. did not agree with during his lifetime).

- The purported transfer to Professor Donovan of the control and disposition of all real estate, which, pursuant to the 2007 Final Settlement Agreement in this proceeding among him, Linda Donovan and the Five Siblings, were owned beneficially in trusts for John, Jr. (50%) and Professor Donovan (50%) through Donovan Conservation LLC.
- Documents and instructions fulfilling Professor Donovan's claim that John, Jr.'s purported secret instructions that Professor Donovan should receive the anticipated \$2.4 million of proceeds from the sale of the land to TPL, which according to the purchase documents previously signed by John, Jr. and approved by me were to be delivered to a trust for the benefit of John, Jr.'s widow, Megan Donovan, and their two children, thus depriving John, Jr.'s Estate of approximately \$2.4 million.
- Letters claiming that both he and Linda Donovan had been extorted by the Five Siblings.

By his sworn testimony and affidavits, and by his act of filing and recording these documents on the Essex County Registry of Deeds, Professor Donovan attested to the authenticity, genuineness and truthfulness of all of the documents and the transactions, conveyances and actions they purported to accomplish.

In their demands, the Claimants charged that the purported Vermont Codicil and the SPA were false, forged and fraudulently created and utilized by Professor Donovan, and that the myriad of documents, transfers and conveyances purportedly derived from them are invalid, false and of no force and effect, and should be declared to be void *ab initio*. They further claimed that many of the issues raised by Professor Donovan's September Essex County Registry Filings were long ago decided – some on several occasions – by my prior decisions and those of the Massachusetts Superior Court, as well as by multiple – many sworn – statements, representations and agreements by Professor Donovan (and his wife, Linda) in these proceedings. As such, they cannot be disturbed or re-litigated under the principles of the law of the case and *res judicata*. The Claimants argue that the Five Siblings were the continuous rightful owners of the various properties, directly

and indirectly, through various entities at all times, until those properties were sold or disposed of with my approval pursuant to the 2007 FSA and amendments thereto, and as meticulously authorized by Professor Donovan's, Linda's, and the Five Siblings' agreements.

The Claimants further charge that Professor Donovan engaged in a malevolent intentional scheme to create and use the false, forged and fraudulent documents to steal millions of dollars of properties, interests and benefits from the Five Siblings, to jeopardize the legitimate titles of various properties which had been lawfully sold to third parties and, in the case of the Donovan Conservation land, properties slated to be sold to TPL, and to defame the Five Siblings.

These issues were raised against the backdrop of impending sale of certain real estate in Hamilton, Massachusetts owned by Donovan Conservation LLC and other land in Essex and Ipswich owned jointly by John, Jr. and, indirectly, Professor Donovan³⁷ to a third party buyer, TPL. After significant effort, planning and negotiations, TPL had been scheduled to close on the purchase of these properties on September 30, 2016.

The September Essex County Registry Filings and Professor Donovan's claims of ownership, transfers, and conveyances clouded the title to the properties, prevented the closing from occurring and jeopardized the completion of the transaction. Professor Donovan also directed counsel for TPL as the buyer of the Hamilton, Essex and Ipswich land at the closing to deliver the entire amount of the purchase price to Professor Donovan's lawyer, claiming to be the rightful recipient of the entire amount of the \$4.8 million and \$300,000 purchase prices, respectively, based on the September Essex County Registry Filings. Professor Donovan further attempted to persuade the trustee of Trust One, a necessary signatory to the TPL deal, William Hurley, Esq., and me as Arbitrator, that Professor Donovan was secretly instructed and empowered by John, Jr. to receive 100% of the purchase proceeds of the land to TPL.

As Arbitrator pursuant to the Mediation Settlement Agreement of the parties and the Order and Judgment of the Massachusetts Superior Court dated July 8, 2004, I conducted a preliminary hearing on October 5, 2016 to address requests by the Five Siblings for, among other things, preliminary injunctive relief. I further scheduled a hearing on all claims for October 26, 2016. Copies of the transcript of the October 5, 2016 hearing and my Orders of the same date are attached as Exhibits 8 and 9, respectively.

On October 26, 2016, I conducted a hearing in which all parties were represented by experienced and sophisticated counsel. At the conclusion of the hearing on October 26, 2016, I ruled that the purported Vermont Codicil had not been signed by John, Jr.; the SPA was never valid; that these documents, and the September Essex County Registry Filings, ostensibly made pursuant to them, and their use by Professor Donovan, were fraudulent, false, of no force and effect and void *ab initio*. On the same day, I issued an Order, copy attached Ex. 10, which, among other things, held that:

1. The Recorded Documents, including without limitation (a) all purported deeds, mortgages and mortgage discharges granted by or in favor of either John Donovan, Sr. or Linda Donovan and (ii) the Collins Mortgage, (iii) the SPA [Special Power of Attorney], and (iv) The purported Codicil to the Last Will and Testament of John Donovan, Jr., are hereby declared to be null and void, *ab initio*;
2. Any actions taken by Donovan, Sr. pursuant to the [special power of attorney], whether in the Registry of record or otherwise, are hereby declared null and void, including but not limited to the discharge of the JJDIII Trust Mortgage and discharge of the Judgment...."

Based on the hearing on October 26, 2016, and the various proceedings and hearings conducted by me as the Arbitrator since June 11, 2004, I make the following further findings of fact and conclusions of law. Many relate to the background, proceedings, and decisions prior to the current proceedings, and are necessary to understand the rulings I made on October 26 and that I make today.

I. Background on the Parties, Properties and Disputes

1. As of 2002, John J. Professor Donovan, also known as John J. Donovan II and Professor Donovan (and hereafter referred to as "Professor Donovan") had five children: Rebecca M. Brown, James H. Donovan, Maureen McLaughlin (formerly known as Maureen Donovan Lantz), Carolyn Donovan Rosenbaum and John J. Donovan, Jr. ("John Jr") collectively the "Five Siblings." John, Jr. died on April 25, 2015.

2. As of the early 1990's and at least by the beginning of 2002, various entities (general partnerships, limited partnerships, trusts, realty trusts and the like) which were controlled, directly or indirectly, by John, Jr. (the "Entities") owned properties in which the siblings claimed an interest..

(a) The properties and real estate included the following residences and land:

- a residence in Tucker's Town, Bermuda (often referred to as the "Winsor House")
- a residence and undeveloped land in Pomfret, Vermont (often referred to in various entity forms as "Pomfret Mountain View")
- a residence, barn and undeveloped land in Hamilton, Massachusetts (often referred to in various entity forms as "Devon Glen")
- several houses and land in Manchester, Massachusetts (often referred to in various entity forms as "Seagate Smith's Point")
- undeveloped land in Hamilton, Ipswich and Essex, Massachusetts (often referred to in various entity forms as "Donovan Conservation" and sometimes referred to generally and in various contexts as "Sagamore", "Choate", "Candlewood" land).

Hereinafter, these properties are referred to collectively as the "Properties." Collectively, in 2002, the Properties were worth tens of millions of dollars.

(b) In addition, as of 2002, John, Jr. (90%) and Professor Donovan (10%) owned interests in an office building near the MIT campus at 219 Vassar Street, Cambridge, Massachusetts ("219 Vassar Street").

3. The various ownership interests of the Five Siblings in the Properties and Entities were the subject of a detailed Verified Complaint and Jury Demand, *Brown et al. v. Professor Donovan et al*, Suffolk Superior Court Civil Action No. 03-4247 BLS (September 4, 2003) (the "Verified Complaint").

4. In August 2002, Maureen Lantz told her siblings and mother that she had been sexually molested as a child by Professor Donovan *See* Ex. 15 (Memorandum and Order on Motions Regarding Arbitration Orders, dated June 26, 2006 (van Gestel, J.), *Brown et al. v. Professor Donovan et al*, Suffolk County Superior Court Civil Action No. 03-4247 BLS)) ("June 26, 2006 Judge van Gestel Decision"), p. 5.

5. In November and December 2002, the Five Siblings, thereafter, took steps, among other things, to separate their interests from Professor Donovan, including by revoking his occupancy of some of the Properties. *Id.* at ¶43-45.

II. The Transfer of Control Over the Properties and Entities from John, Jr. to Rebecca M. Brown, James H. Donovan and John, Jr. in November 2002: Argilla Corporation.

6. In November 2002, John, Jr. transferred to Rebecca M. Brown, James H. Donovan and John, Jr., collective his authority to manage and control the Properties..

7. More specifically, with respect to Devon Glen, on November 25, 2002, Argilla Corporation replaced Devon Glen Corporation as general partner of the controlling limited partnership for the Devon Glen Property. *See* Ex. 11 (Verified Complaint), ¶¶ 29-31 and exhibit D to Verified Complaint (organizational charts)..

8. According to the Verified Complaint, while John, Jr. solely controlled the former general partner, Devon Glen Corporation, in November 2002, Argilla Corporation was jointly controlled by Rebecca M. Brown, James H. Donovan and John, Jr. *See* (Verified Complaint), ¶ 29 and exhibit D (organization chart). Rebecca M. Brown, James H. Donovan, John, Jr., Maureen

McLaughlin, and Carolyn Donovan Rosenbaum were each twenty percent (20%) shareholders in Argilla Corporation. Verified Complaint ¶ 29.

9. With respect to Seagate Smith's Point, it was alleged that on November 25, 2002, Argilla Corporation replaced Seagate Smith's Point Corporation as general partner of the controlling limited partnership for the Seagate Smith Property. *See* Verified Complaint ¶¶ 23-25, and exhibit D ; Ex. 13 (Seagate Smith's Point Limited Partnership Assignment and Assumption Agreement).

10. The Virified complaint alleged that with respect to Pomfret Mountain View LLC, in November 2002, Rebecca M. Brown and James H. Donovan joined Donovan Jr. as managers of this entity. Verified Complaint ¶ 38 and exhibit D.

11. Also in November 2002, Pomfret Mountain View LLC's Limited Liability Agreement was amended to require unanimous vote of the managers for any action. Ex. 11 (Verified Complaint), ¶ 39.

12. With respect to Donovan Conservation LLC, it was alleged that in November 2002, Rebecca M. Brown and James H. Donovan joined John, Jr. as managers of this entity. Verified Complaint at ¶ 34 and exhibit D.

13. Also in November 2002, Donovan Conservation LLC's Limited Liability Agreement was amended to require unanimous vote of the managers for any action. Ex. 11 (Verified Complaint), ¶ 34.

14. In addition, on or about November 27, 2002, John, Jr., Rebecca M. Brown, and James H. Donovan executed a Certificate Regarding Authority and Incumbency for each of the above-referenced entities. Verified Complaint Exhibits F, G, H, and I.

15. Each respective certificate stated that the sole persons authorized to execute documents affecting title of any real property held by the respective entity are Rebecca M. Brown, James H. Donovan and John, Jr. Verified Complaint Exhibits F, G, H, and I.

16. Further, the certificates required all three of their signatures for the proper execution of any such documents. Verified Complaint at exhibits F, G, H and I.

17. After the Five Siblings informed Professor Donovan of their revocation of his occupancy of the residence at Devon Glen (482 Bay Road, Hamilton, MA) and their reasons for such revocation, Professor Donovan claimed to own various life estates, purchase options, proxies and other rights and interests in certain of the Properties and Entities based on purported options and grants he claimed to have received prior to November 2002.

18. In December 2002, Professor Donovan also raised claims that he had purportedly transferred, granted and conveyed various life estates, options, mortgages, ownership, proxies, and other rights and interests in certain of the Properties and Entities to his wife, Linda Donovan, and possibly others.

III. The Interim Settlement Agreement – March 3, 2003 (the “ISA”).

A. ISA Background

19. These events resulted in substantial disputes and claims beginning in December 2002 among the Five Siblings and Professor Donovan regarding, among other things, the Properties and Entities and 219 Vassar Street.

20. Between December 2002 and March 3, 2003, Professor Donovan and the Five Siblings, each represented by experienced and sophisticated legal counsel, spoke and met on multiple occasions and negotiated for the purposes of resolving the various disputes between them. Verified Complaint ¶¶ 52-54.

21. On March 3, 2003, Rebecca M. Brown, James H. Donovan, Maureen Donovan

22. Lantz, Carolyn Donovan Rosenbaum and John, Jr. and Professor Donovan (collectively, the "Parties entered into the Interim Settlement Agreement ("ISA"), a comprehensive agreement that contemplated resolving all of the then-known claims between the parties other than the claim of sexual abuse Verified Complaint) at ¶ 54; ISA.

23. Among other things and subject to performance of his obligations, the ISA provided Professor Donovan rights to certain limited and restricted life estates and purchase options in some of the Properties, including certain parcels owned by Donovan Conservation. ISA.

24. In entering into the ISA, each of the Parties confirmed that they were represented by counsel, that they had consulted with counsel, that they were freely entering into the agreement, and that they understood that the agreement was an enforceable legal obligation:

Each of the undersigned acknowledges and agrees that he has had an opportunity to negotiate the terms of this Agreement, that he has had an opportunity [to] consult with his own legal counsel prior to his execution of this Agreement, that the terms and agreements set forth herein are binding and impose an enforceable legal obligation on the undersigned, and that the undersigned's execution of this Agreement is his own free act and deed.

ISA p. 8.

25. The ISA also provided for releases of claims, including a release from Professor Donovan to Rebecca Brown, James Donovan, Maureen McLaughlin and Carolyn Rosenbaum. ISA ¶¶ 16, 17, 21. The ISA also specifically stated:

16. Except as may be explicitly set forth and permitted in this Agreement, [Professor Donovan] shall have no right to convey, transfer, assign, encumber, mortgage or grant in any manner (i) any of the rights or options, including, without limitation, the life estates and options to purchase, granted to him hereunder or under the Settlement Agreement, or ii) any of the Properties....

17. [Professor Donovan] represents, warrants and agrees that he is not the owner of any of the Properties and that he has no interest, directly or indirectly, in any of the entities that are the owners of the Properties.

[Professor Donovan] further represents, warrants and agrees that he has no right to any life estate, or to acquire a life estate, in any of the Properties other than as may be granted to him in this Agreement and that upon execution of this Agreement, he is giving up any and all claims to any prior life estate or option to purchase. [Professor Donovan] agrees that except as may be granted to him herein, he has no right or option to purchase any of the Properties.....

...

21. To the extent there are any outstanding liabilities, mortgages, debts or encumbrances on any of the Properties, [Professor Donovan] shall immediately assume such liabilities, mortgages, debts and encumbrances. Prior to the exercise of an option to purchase any of the Properties, [Professor Donovan] agrees that he shall pay off in full and remove any such mortgages, debts and encumbrances with respect to such Property and the purchase price for any options to purchase shall not be reduced by such amount....

ISA ¶¶ 16, 17, 21.

B. Findings and Conclusions Regarding the ISA.

26. By entering the ISA, Professor Donovan waived and released any and all claims to any ownership rights, title and interests of any kind in any and all of the Properties and Entities not specifically provided by the ISA.

27. Professor Donovan's purported claims of ownership, interests and/or other rights in the Properties and Entities purportedly granted to him at any time prior to or before March 3, 2003 were and are invalid, not worthy of belief and of no force and effect.

28. Any and all purported transfers, grants, conveyances, pledges, mortgages, proxies and other encumbrances or disposition of any ownership right, title and interest of any kind and form, including but not limited to, mortgages, life estates, options or other rights and interests of any form and kind in the Properties and Entities purportedly granted by Professor Donovan to his

wife, Linda Donovan, or anyone else (other than the Five Siblings) at any time, before March 3, 2003 were and are invalid, of no force and effect, and null and void *ab initio*.

29. Any and all purported transfers, grants, pledges, mortgages, proxies and other encumbrances or conveyances of any ownership right, title and interest of any kind and form, including but not limited to, mortgages, life estates, options or other rights and interests of any form and kind in 219 Vassar Street purportedly granted by Professor Donovan to his wife, Linda Donovan, or anyone else (other than the Five Siblings) at any time, before March 3, 2003 were and are invalid, of no force and effect, and null and void *ab initio*.

IV. Professor Donovan Reneges on and Attempts to Abrogate the ISA – March 4, 2003- June 11, 2004.

30. Notwithstanding entering the ISA voluntarily, knowingly and with the representation and advice of experienced and sophisticated legal counsel, Professor Donovan thereafter refused to complete the terms of the ISA and refused to abide by the ISA, prompting the commencement of an action in Suffolk Superior Court seeking specific enforcement of the ISA. June 26, 2006 Judge van Gestel Decision p. 2.

31. After March 3, 2003, (now represented by different experienced and sophisticated counsel from those who represented him when he signed the ISA), Professor Donovan asserted various claims against the Five Siblings and the enforceability of the ISA, including re-alleging the settled claims that John, Jr.'s transferring control and management of the Properties and Entities to the Five Siblings in November of 2002 had been unduly forced, compelled, coerced, extorted or the like, and that Professor Donovan had been unduly forced, compelled, coerced, extorted or the like, into signing the ISA. At that time, Professor Donovan also again asserted various claims of ownership, rights, title and interests in the Properties and Entities including the same claims he had made before he signed the ISA.

32. Professor Donovan also claimed again that he had granted, conveyed and transferred various rights, title and interests, including, but not limited to, options, life estates, proxies or similar interests, in the Properties and Entities to his wife, Linda Donovan, or third parties, including the same claims he had raised before he signed the ISA.

V. The Mediation Settlement Agreement – June 11, 2004 (the “MSA”).

33. During the course of the litigation, the Parties, with their respective counsel, participated in mediation before me. See June 26, 2006 Judge van Gestel Decision p. 2.

34. As a result of the mediation, on June 11, 2004, the Parties executed the Mediation Settlement Agreement (“MSA”), which specifically “affirm[ed] the validity and enforceability of the ISA and all of its terms and provisions.” MSA, ¶ 2.1.

35. The MSA also provided:

Entire Agreement. This Agreement, together with the ISA and the other agreements, exhibits, schedules, certificates, instruments and documents delivered pursuant hereto and/or attached hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.

MSA ¶ 3.4.

36. The parties, including Professor Donovan, also agreed in the MSA to my appointment as Arbitrator to decide all disputes among them going forward. MSA ¶ 2.5(a).

37. In order to effectuate the ISA and MSA and to resolve the disputes fully and finally, and to provide for a process and mechanism to reach agreement for the final separation of and disposition of the Properties and Entities, the MSA provided broad extensive powers and authority among others, to the Arbitrator to decide all disputes among Professor Donovan and the Five Siblings:

Arbitration and Powers and Authority of the Arbitrator.

(a) The parties hereto consent and agree that except as otherwise provided herein, including, without limitation in Section 2.1 hereof, any matter, controversy, dispute, claim, disagreement or issue, arising out of or related to this Agreement, the ISA or any of the other Related Documents, any matter contemplated herein or therein, including, without limitation, the choice, finalization and/or interpretation of the terms of any agreements, documents, exhibits or schedules, including those not yet drafted, which shall be consistent with and pursuant to the terms of the ISA, or filings to be made, or the breach, termination or validity hereof or thereof, the determination of specific boundaries and property lines as contemplated in the ISA and the Exhibits and Related Documents, the intent of the parties, and any legal disputes involving any of the parties hereto (as determined by the Arbitrator), shall be determine, settled and resolved by final and binding arbitration in Boston, Massachusetts, administered and determined by the Arbitrator consistent with and pursuant to the terms of the ISA, and under the Commercial Arbitration Rules of the American Arbitration Association, such procedural rules however being subject to modification in the sole discretion of the Arbitrator. The decision or award of the Arbitrator shall be final, and judgment upon such decision or award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such decision or award and an order of enforcement as specified in Section 2.5(c). In the event of any procedural matter not covered by the aforesaid rules, the procedural law of the Commonwealth of Massachusetts shall govern.

MSA ¶ 2.5.

38. Like the ISA, the MSA provided that the parties were voluntarily, freely and knowingly entering the MSA:

Each of the parties to this Agreement acknowledges and agrees that such party is sophisticated and has had an opportunity to negotiate the terms of this Agreement, that such party has had an opportunity to consult with such party's own legal counsel prior to his execution of this Agreement, that the terms an agreements set forth herein are binding and impose an enforceable legal obligation on such party, and that such party's execution of this Agreement is such party's own free act and deed. **The parties expressly state that their execution of this Agreement is not in any way the product of coercion, extortion, undue influence, or any other force of any kind. Each of the parties expressly and unconditionally waives the right to contest the validity of this Agreement in any respect.**

MSA ¶ 3.12 (emphasis added).

39. Further, the MSA required that, immediately following the execution of the MSA, each Party:

shall personally appear before the judge presiding over the Litigation and give testimony, under oath and duly recorded by a certified court reporter, that his or her entry into this Agreement is: (a) done voluntarily; (b) his or her free act and deed; (c) undertaken upon the advice of counsel; and (d) not the product of any duress, coercion, undue influence, extortion, or the equivalent.

MSA ¶ 2.4.

40. Consistent with the requirements of the MSA, on June 11, 2004, the Parties appeared before the Honorable Allan van Gestel, Justice of the Massachusetts Superior Court, were sworn under oath and testified:

that they have entered into this agreement voluntarily; that it is an act of their own free – that it is the free act of their own volition; that it is undertaken upon the advice of counsel; and that this agreement is not the product of any duress, coercion, undue influence, extortion, or the equivalent.

June 11, 2004 Transcript of Hearing before Judge van Gestel , pp. 3-5. Each Party, including Professor Donovan, testified under oath that each agreed with the settlement, that the MSA was not the product of any duress, coercion, undue influence, extortion, or the equivalent, and acknowledged it to be a free act and deed. June 11, 2004 Transcript pp. 6-7.

41. On July 14, 2004, the Massachusetts Superior Court entered the MSA as a final Judgment pursuant to Mass. R. Civ. P. 58(a).

42. As with the ISA, by entering the MSA, Professor Donovan again waived and released any and all claims to any ownership, rights, title and interests of any kind and form in the Properties and Entities not specifically provided by the MSA and ISA.

VI. Professor Donovan Reneges on and Attempts to Abrogate the MSA and ISA –June 12, 2004-March 26, 2007.

A. Background

43. Notwithstanding his representations in the ISA and MSA and his sworn testimony before me and before Judge van Gestel in the Superior Court that the ISA and MSA were binding and enforceable, his free act and deed, and not the product of duress, coercion, undue influence, extortion or the equivalent, Professor Donovan, represented by yet new lawyers from those who had represented him when he signed the MSA (each of whom was also experienced and sophisticated), thereafter once again refused to comply with the clear and unambiguous provisions of the ISA and MSA. June 16, 2006 Judge van Gestel Decision, p. 5.

44. From June 11, 2004 through March 26, 2007, Professor Donovan raised a series of claims and denials of obligations aimed at circumventing, undermining and challenging the enforceability of the ISA and MSA, including, once again, that he was coerced and extorted into signing the ISA and MSA. He further claimed ownership, rights, title and interests in the Properties and Entities (other than what had been provided for in the ISA and MSA), including purported claims he had raised before and after the ISA, and had been settled and released by the ISA and separately again, by the MSA. In the process, he lied under oath before me on multiple occasions and attempted to utilize false testimony and documents to claim ownership rights and interests in the Properties and Entities and 219 Vassar Street, as well as other properties. Those decisions include as follows:

A. Professor Donovan's False Testimony: The CEE Decision (October 6, 2005)

- (i) On November 12, 2004, a Verified Complaint was filed in the Middlesex Superior Court in the name of Cambridge Executive Enterprises, Inc. ("CEE") which purported to allege multiple claims against the Five Siblings, including that they

had defamed Professor Donovan Four of the Five Siblings demanded arbitration under the MSA and an arbitration hearing was held before the undersigned on March 18, 2005 in Boston, Massachusetts (the "CEE Hearing").

- (ii) After the CEE hearing, among other things, I found that Professor Donovan controlled CEE, that he was instrumental in causing it to bring the CEE litigation against his children and that, in doing so, he violated his obligation under the MSA to resolve all disputes with his children by arbitration in accordance with the terms of the MSA. Findings of Fact and Conclusions of Law dated October 6, 2005 (the "CEE Decision").
- (iii) I also found that Professor Donovan's sworn testimony, and the sworn testimony of another witness he proffered and relied on, included "testimony that [was] unworthy of belief and false in material respects," "not credible and contradicted in many ways," "palpably false," "belied by ... overall lack of credibility and the other evidence," and was "in fact, false." *Id.* at pp. 3-5.
- (iv) Further, I "ordered and directed [Professor Donovan] to pay to four of the Five Siblings an amount equal to all of the expenses, including attorneys fees, they incurred in connection with the CEE Litigation and this arbitration, as well as the expenses of the arbitration itself," "which eventually was determined to be and ordered in the amount of \$426,636.35. *Id.* March 2, 2006 Order.
- (v) I also warned Professor Donovan:

The fact that a forfeiture [of some or all of his rights under the ISA and MSA] has not been imposed at this time should not be viewed by Professor Donovan as an indication that he is free to breach his obligations with impunity or to direct others to take actions inconsistent with his obligations under the ISA and MSA. The Arbitrator views the CEE litigation that Professor Donovan orchestrated to be a serious breach of his

contractual obligations, which has imposed more than a financial burden on the Claimants. Any further breach of his obligations may well result in the forfeiture of some, if not all, of his life estates [under the ISA and MSA].

Id. at pp. 6-7.

B. Professor Donovan's False Testimony: The \$4.8 Million Award Against Professor Donovan For the Loan From John, Jr. (June 26, 2006).

- (i) In March 2003, Professor Donovan borrowed \$4.8 million from John, Jr. Findings of Fact and Conclusions of Law dated March 15, 2006 (the "Decision Regarding the \$4.8 Million Award to John, Jr. Against Professor Donovan").
- (ii) By letter of his attorney dated November 3, 2005, John, Jr. demanded arbitration of his claim that his father owed him \$4.8 million which he loaned to his father. Professor Donovan denied that there was a loan made to him. *Id.* at pp. 1-2.
- (iii) In that decision, which also in substantial part turned on a question of credibility, "John, Jr. testified there was a loan and Professor Donovan denied it." *Id.* at p. 2.
- (iv) I held that, "[h]aving observed the witnesses and assessed their credibility, I find that John, Jr. was a truthful and credible witness and I find the testimony of Professor Donovan to be unworthy of belief and false in all material respects." *Id.*
- (v) I further held that, "[t]he conclusion I reached when observing Professor Donovan's testimony, that he was not telling the truth and that John's testimony that he made a loan to his father of \$4.8 Million was truthful ... and ... that [Professor Donovan] deliberately lied when he denied that there was such a loan." *Id.* at pp. 3-4.
- (vi) I then "ordered that Professor Donovan pay to his son, John Donovan, Jr., the amount of \$4.8 million" *Id.* at p. 5.

(vii) The award of \$4.8 million was entered in the Massachusetts Superior Court as a judgment in favor of John, Jr. on June 26, 2006. (hereinafter the "\$4.8 million Judgment").

45. Following these decisions, the Five Siblings obtained arbitration orders against Professor Donovan in January and March 2006, moved for the Superior Court to confirm them and appeared before Judge van Gestel to request that he enter judgment on the awards. June 26, 2006 Judge van Gestel Decision.

46. Affirming each of the arbitration awards in favor of the Five Siblings, particularly admonishing Professor Donovan and his lawyers for their assertions that the ISA and MSA had been coerced or extorted, Judge van Gestel held:

Through his present counsel, now the New York City firm of Curtis, Mallet-Prevost, Colt & Mosle LLP, with assistance from the Boston law offices of Duane Morris LLP, Professor Donovan takes the extraordinary position that he does not have to comply with the arbitrator's awards or directives because the ISA and the MSA are invalid as a result of coercion, extortion and undue influence on him in connection with their execution. The asserted coercion is the alleged threat to publicize the claim that Professor Donovan had sexually molested one of his daughters.

The charge is, of course, a very serious one. However, used as an excuse for avoiding Professor Donovan's obligations under the ISA and the MSA in light of the history recounted above, it is an affront to this Court that is not well received.

The making public of allegations of the sexual molestation by Professor Donovan of his daughter was publicly known fait accompli well before Professor Donovan, with his high-powered New York attorney at his side, stood before this Court and affirmed under oath his agreement with the MSA as a settlement of this case. The MSA, and the ISA which is incorporated in it, are now part of the judgment of this Court. Any appeal period from that judgment has long since expired.

But more significantly, a sophisticated litigant, represented by sophisticated counsel, cannot come into this Court and avoid his obligations in a Court-approved settlement after swearing under oath that he agreed with that settlement as it is set forth in an agreement that also recited that he "is sophisticated and has had an opportunity to negotiate the terms of [the agreement], that [he] has had the opportunity to consult with [his] own legal counsel prior to the execution of [the agreement], that the terms and agreements set forth [t]herein are binding and

impose an enforceable legal obligation on [him], and that [his] execution of [the agreement] is [his] free act and deed." Nor can Professor Donovan, this self-proclaimed sophisticated individual, avoid his obligations after he "expressly state[d] that [his] execution of [the agreement was] not in any way the product of coercion, extortion, undue influence, or any other force of any kind." Still further, nor can Professor Donovan avoid his obligations after he "expressly and unconditionally waive[d] the right to contest the validity of [the agreement] in any respect."

This Court is equally disappointed that, given the foregoing, Professor Donovan's present counsel from Curtis, Mallet-Prevost, Colt & Mosle LLP, admitted as they are pro hac vice in this proceeding, with assistance from a senior attorney from the Boston office of Duane Morris LLP, would appear before it and advance the contention that Professor Donovan was coerced in any way into executing the MSA or swearing before this Court to his agreement therewith.

First, what is now being challenged is a settlement reported to the Court pursuant to which a final judgment has entered. Settlement agreements of the kind in issue here are enforceable. Peters v. Wallach, 366 Mass. 622, 628 (1975). See also Correia v. DeSimone, 34 Mass. App. Ct. 601, 603 (1993); Massey v. Stop & Shop Companies, Inc., 1998 Mass. App. Div. 117 (1998); Malave v. Carney Hospital, 170 F.3d 217 (1st Cir. 1999); Dankese v. Defense Logistics Agency, 693 F.2d 13 (1st Cir. 1982); Petition of Mal De Mar Fisheries, Inc., 884 F. Supp. 635 (D. Mass. 1995).

Indeed, protection of the integrity of the judicial process would be ill served if those intimately involved in this process, litigants, attorneys, and judges, could not rely on declarations of settlement made to the court. The force of oral agreements "made in open court and acted upon by the court," even in the face of statutory requirements of formality has long been recognized.... It defies logic and fundamental principles of fairness to allow a represented party who has sought justice in a forum to contradict and undermine an agreement it reached and acknowledged in the same forum, especially when the judge and other litigants appear to have relied on that acknowledgment. Correia, supra, 34 Mass. App. Ct. at 604.

Professor Donovan cannot now effectively challenge the settlement that he agreed to before this Court two years ago.

Second, Professor Donovan has "expressly and unconditionally waive[d] the right to contest the validity of [the MSA] in any respect." Further, he has agreed that "the terms and agreements set forth [in the MSA] are binding and impose an enforceable legal obligation on [him], and that [his] execution of [the MSA] is [his] free act and deed."

The MSA incorporates the ISA.

Thus, this Court determines and rules that the MSA and the ISA are validly executed agreements binding on all of the parties to this action, including, in particular, Professor Donovan

June 26, 2006 Judge van Gestel Decision, pp. 5-8.

47. Notably, in a later decision concerning separate arbitration orders in this matter, Judge van Gestel again referred to Professor Donovan's "thoroughly discredited contention that the ISA and the MSA are invalid agreements because they were improperly compelled."

Memorandum and Order on Motions Regarding September 28, 2006 and October 26, 2006 Arbitration Orders, dated January 22, 2007).

B. Findings and Conclusions Regarding Professor Donovan's Attempts to Abrogate the MSA

48. Under the principles of the law of the case and *res judicata*, as a matter of law, Professor Donovan's claim that he was extorted, coerced, compelled or otherwise forced to enter into the ISA and, thereafter, the MSA, have no basis, are contrary to all the facts and circumstances and were waived and settled by the ISA, and waived and settled again by the MSA, decided by my ruling on February 16, 2006 and confirmed and entered as final Judgment in Judge van Gestel's decision of June 26, 2006. Order, February 16, 2006 p. 7; June 26, 2006 Judge van Gestel Decision pp. 5-8. These rulings were and are final and binding on Professor Donovan and cannot be litigated or challenged. *See King v. Globe Newspaper Co.*, 400 Mass. 705, 707 (1987) ("[A] judge should hesitate to undo his own work. . . . Still more should he hesitate to undo the work of another judge."); *Weiss v. Grohman*, 2012 Mass. Super. LEXIS 256, *11 (Mass. Super. Ct. May 30, 2012) (Fabricant, J.) (declining to revisit prior judge's rulings; "This Court would hesitate to undo the work of another judge" [and] the "Court, similarly, has a strong and legitimate interest in preventing waste of its limited resources."); *Bagley v. Moxley*, 407 Mass. 633, 636-37 (1990) ("res judicata" encompasses both the doctrine of 'claim preclusion' and the

doctrine of 'issue preclusion'; "[c]laim preclusion' . . . prohibits the maintenance of an action based on the same claim that was the subject of an earlier action between the same parties or their privies," while "[i]ssue preclusion' prevents relitigation of an issue determined in an earlier action where the same issue arises in a later action, based on a different claim, between the same parties or their privies").

49. Professor Donovan's purported claims of any ownership, title, interests and/or any other rights in the Properties and Entities before the MSA were and are invalid and of no force and effect.

50. Any and all purported transfers, grants, pledges, mortgages, proxies and other encumbrances and conveyances by Professor Donovan of any ownership, title, interests or rights, including, but not limited to, mortgages, life estates, options or rights of any form and kind, in the Properties and Entities, and 219 Vassar Street, to his wife, Linda Donovan, or anyone else (other than the Five Siblings), before the MSA were and are invalid, of no force and effect and void ab initio.

VII. The Final Settlement Agreement – March 26, 2007 (the "FSA")

A. Background

51. Disputes among the Parties continued into 2007, including yet further claims by Professor Donovan to ownership interests in the Properties and Entities and numerous claims that he had transferred certain purported rights, title and interests in the Properties and Entities to his wife, Linda Donovan, all of which were directly contrary to the express terms of the ISA, MSA, and John, Jr.'s October 24, 2005 Affidavit.

52. As intended by the ISA and MSA, in March 2007 the Parties and their respective counsel negotiated and executed a final settlement agreement entitled "Settlement Agreement

Between JJD, JJD Jr. and Four Siblings (the Parties); modifying various terms of the previous agreements" (hereinafter, the "FSA").

53. Among other things, the FSA provided in detail for the allocation of the Properties and other assets to three separate trusts: Trust One for the benefit of Professor Donovan; Trust Two for the benefit of Rebecca Brown, James Donovan, Maureen Lantz and Carolyn Rosenbaum, and Trust Three for the benefit of John, Jr.

54. The FSA further provided for the sale of certain of the Properties by John, Jr. and the other siblings and, eventually, the distribution of the proceeds to the respective beneficiaries of Trust Two and Trust Three.

55. Like the ISA and MSA, Professor Donovan expressly and unequivocally represented in the FSA that he owned no rights or interests in the Properties and Entities other than those being provided under the FSA and that any purported transfers, conveyances or grants of any rights, title or interest in the Properties and Entities to Linda Donovan were invalidated:

[Professor Donovan] represents that he has no interest in the Properties or Entities and, other than purported transfers to Linda [Donovan], 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.

FSA p. 3.

56. Linda Donovan participated in the FSA process through her own counsel, and, as required by the FSA, she entered into a separate settlement agreement with the Five Siblings on March 26, 2007. (the "Linda Donovan Settlement Agreement").

57. The Linda Donovan Settlement Agreement provided:

All suits brought by Linda are dropped with prejudice, Linda represents that she has no interest of claims in the Properties or Entities and has not transferred, assigned, pledged or encumbered them to anyone or in any way, and Linda

revokes any filings made at the registry of deeds. Linda acknowledges that, to the best of her knowledge, the Five Siblings are the sole owners, directly or indirectly, of all the interests in the Properties. Linda agrees that she shall not challenge in any way, or assist anyone else in challenging in any way, directly or indirectly, the ownership interests of the Five Siblings in the Properties or Entities (as defined by the ISA, MSA and FSA), and further, Linda agrees and covenants that she will not sue, and will not voluntarily assist anyone else in suing, the Five Siblings or any of them and/or any Entity owned directly or indirectly, regarding their Ownership interests in the Properties.

Linda Donovan Settlement Agreement ¶ 2.

58. In connection with the FSA and the Linda Donovan Settlement Agreement, Linda Donovan subsequently executed a release of all claims on November 2, 2007, in which she unconditionally and forever waived, discharged, and released any and all claims, right, title and interest to the Properties and Entities and 219 Vassar Street. Release of Interest in Real Property.

59. Additionally, in the FSA, just as in the ISA and MSA, the Parties again confirmed that each was entering the agreement after representation by, and consultation with, counsel, and/or that each was acting of their own free will and consent. FSA ¶ 6.

60. Similarly, the Linda Donovan Settlement Agreement confirmed that the parties thereto, including Linda Donovan, "represent that they have legal counsel; they are entering this agreement freely and knowingly, and have been advised by their respective counsel prior to signing this agreement." Linda Donovan Settlement Agreement.

61. The FSA further required that the Parties, with their counsel, were to meet with me to swear under oath that each agreed to the terms of the FSA and freely entered into it while acting of their own free will. FSA p. 3.

62. Pursuant to this FSA provision, the Parties, as well as counsel for Linda Donovan, in fact appeared before me on March 26, 2007. Transcript of March 26, 2007 Hearing before Judge Martin ("March 26, 2007 Transcript").

63. After each Party was duly sworn, I reviewed each and every provision of the FSA with the Parties, and each Party, including Professor Donovan, freely testified that he or she understood and agreed to each respective provision. Ex. 26 (March 26, 2007 Transcript), pp. 5-31)

(a) At that March 26, 2007 hearing, Professor Donovan testified that he understood the purpose of the settlement and the structure of trusts it was creating.

[JUDGE MARTIN]: Professor Donovan, I take it you do not have an attorney representing you here today, is that correct?

PROFESSOR DONOVAN: Yes, that's correct.

[JUDGE MARTIN]: Do you understand that you have a right to have an attorney present for these proceedings?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: Has anybody threatened you in any way in order to induce you to waive your right to counsel in this proceeding?

PROFESSOR DONOVAN: No.

[JUDGE MARTIN]: Let's proceed. I think the thing to do is let's go through the provisions of the Settlement Agreement one by one to make sure that there is no doubt as to the terms in this Agreement. Paragraph 1 provides in essence that the property known as Winsor, Graham, Garden, Tower and Reeve will be sold through a process that John, Jr. will conduct through an auction process. Does everybody understand what the properties are that are covered by paragraph 1? Professor Donovan, do you understand?

PROFESSOR DONOVAN: Yes.

...

[JUDGE MARTIN]: Following up. The concept here is that those properties that we mentioned are going to be sold, and everybody acknowledges that the five children are the sole owners directly or indirectly of those properties and then the proceeds of those sales will go into trust, 20% for the benefit of Professor Donovan and 80% for the benefit of the four children identified throughout these proceedings as the four siblings. Is that your understanding, Professor Donovan, as to what is to happen here?

PROFESSOR DONOVAN: Yes.

...

[JUDGE MARTIN]: Now, there are three trusts to be established, one for the benefit of Professor Donovan, one for the benefit of the four siblings, and one for the benefit of John, Jr. And the first of those trusts is one to be established for the benefit of Professor Donovan. It's agreed that the trustees will be instructed to invest the cash assets of this trust into U.S. Government Bonds and that no distribution will be allowed out of those trusts except as set forth in this agreement. The beneficiaries' interest cannot be transferred, assigned or pledged during the term of the trust (except in the case of a death transfer). The properties may be sold at fair market value, that all proceeds, that is cash, shall remain in trust. After the real estate taxes are paid, the Trustee 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 cannot make any payments from trust principle. Does everybody understand that those are the terms on which these trusts are being established? Professor Donovan, do you have that understanding?

PROFESSOR DONOVAN: Yes.

...

[JUDGE MARTIN]: You also understand that under this agreement I will have the power to remove any Trustee if I determine that the Trustee has violated the agreement? Do you understand that, Professor Donovan?

PROFESSOR DONOVAN: Yes.

...

[JUDGE MARTIN]: Now, the first trust to be is the trust to be set up for the beneficiary of Professor Donovan, and John, Jr. is to be the Trustee of that trust. The terms of the trust shall be the sooner of Professor Donovan's death or ten years. However, the term may be shortened to six years if I or my successor has arbitrated these proceedings find that Professor Donovan has acted in good faith with respect to all matters covered by this agreement.

Professor Donovan, is that your understanding of the term of the Trust?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: And you understand that the termination of the trust, the assets shall be distributed to your beneficiary or your designee?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: And do you understand that the properties that are going into this trust are Devon Glen and Vermont, and that also 20,000 options in CellExchange will be placed in the trust subject to the approval from CellExchange, in addition there is to be a 1.5 million line of credit on Devon Glen

to be paid off using 20% proceeds from the amount that you are to receive under paragraph 1 of the Settlement Agreement? Do you understand that?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: And do you understand that will also go into this trust with respect to the Sagamore land, into the trust will be placed a 50% interest in an entity which owns all of the Hamilton land and a 7.4 acre parcel in Essex? Do you understand that?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: Do you also understand that into your trust will go all furniture, rugs, art, boats, cars, farm equipment, et cetera from any of the properties which are the subject of this agreement? Do you understand that?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: And do you understand that any of the property owned by the trust could be sold at any time for fair market value, but all proceeds that is cash or remaining in the trust, however the trust may purchase, replace some property at fair market value with the approval of myself or the successor Arbitrator? Do you understand that?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: And do you understand again that 20% of the cash from the sales or the properties set forth in paragraph 1 will go into the trust for your benefit?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: Do you also understand the distributions are limited to interest income after the payment of the property taxes on properties owned by the trust that are expenses related to the properties owned by the trust? Do you understand also that the Trustees cannot make any distribution from trust principle?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: That concludes the provisions relating to the trust with Professor Donovan.

March 26, 2007 Transcript, pp. 4-13; *see also id.* at pp. 16-17.

(b) Also at the March 26, 2007 hearing, Professor Donovan testified under oath to his knowledge and understanding of the structure of the settlement, the validity of the ISA, MSA and FSA:

[JUDGE MARTIN]: All right. So the agreement is deemed amended as a result of what has just been placed on the record. Does everyone understand that the ISA, the MSA and the FSA as they currently exist remain in effect subject only to the alteration with the terms by this Settlement Agreement, that all of the terms not inconsistent with this Settlement Agreement will remain in full force and effect, and all claims will ultimately be released among the parties except the four siblings' claims relating to sexual abuse? Does everybody understand that to be another effect of this agreement? Do you understand that, Professor Donovan?

PROFESSOR DONOVAN: Yes.

...
[JUDGE MARTIN]: All right. Paragraph 6 provides for the meeting that we are currently having. And it also provides that all the parties and counsel will make the same representations before Judge van Gestel or the judge that has been assigned to the first session of the business litigation session that are being made herein and will make those representations under oath and on the record. Do you understand that, Professor Donovan?

PROFESSOR DONOVAN: Yes.

...
[JUDGE MARTIN]: All right. The next provision of the agreement is that all litigation among the parties will be dropped, and Professor Donovan will cause this to be dropped with prejudice any actions that is going to be instituted including the pending action in Bermuda. Is that you understanding, Professor Donovan?

PROFESSOR DONOVAN: Yes.

...
[JUDGE MARTIN]: In addition, all arbitrations actions brought by the four siblings, John, Jr. or Professor Donovan will be withdrawn. It is understand that the four siblings have no intention to bring an action regarding the sex abuse claim unless they determine that Professor Donovan is not acting or is acting in bad faith with respect to the agreements that the parties have entered into. Is that your understanding, Professor Donovan?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: Does everybody understand that this is a binding, enforceable contract, to the extent that there are any specific terms of any documents to be signed similar to the MSA, I as Arbitrator will have the power to order the preparation of documents to fill in any provisions that are not explicitly covered herein? You understand I'm going to have that power, Professor Donovan?

PROFESSOR DONOVAN: Yes.

[JUDGE MARTIN]: Do you understand this is a binding, enforceable agreement?

PROFESSOR DONOVAN: Yes.

March 26, 2007 Transcript pp. 22-25, 29.

- (c) At the hearing, Professor Donovan testified that, despite his repeated claims at various times to ownership rights, title and interests in the Properties and Entities, and despite his repeated claims at various times to having transferred, conveyed or granted ownership, rights, title and interests in the Properties and Entities to Linda Donovan, those claims and any purported acts pursuant to them were invalid:

[JUDGE MARTIN]: Oh, I'm sorry. Let's go back to that. Professor Donovan represents that he has no interest or claim in the properties or the entities that own those properties, and that the purported transfers to Linda, which he explicitly invalidates and agrees to take any action necessary to invalidate, and he is not transferring, assign, pledged or encumbered to anyone or in any way any claims or alleged interest. Is that correct, Professor Donovan?

PROFESSOR DONOVAN: Yes.

March 26, 2007 Transcript p. 26.

- (d) At the hearing, Professor Donovan also testified he understood that the FSA was subject to the simultaneous execution of the Linda Donovan Settlement Agreement:

[JUDGE MARTIN]: All right. Let's just review with all of the parties what this agreement is. I take it, Mr. Klickstein, that you reviewed this agreement thoroughly with your client?

MR. KLICKSTEIN: Yes, I have, your Honor. We went over all of the provisions, both of the Professor's agreement because she has interests under his trust through him, as well as the provisions of her own, and she is in agreement with the provisions of the term sheet as they apply to her.

[JUDGE MARTIN]: And does she understand that at the time she signed it this is a binding agreement?

MR. KLICKSTEIN: She does understand that, your Honor.

[JUDGE MARTIN]: And as you just mentioned, the consideration for her signing it is that she recognizes that there are benefits that can flow to her through the trust established for Professor Donovan under the settlement Agreement between Professor Donovan and his children; is that correct?

MR. KLICKSTEIN: I have told her that, your Honor.

[JUDGE MARTIN]: All right. And it provides that neither Linda or the five children will challenge the attached Settlement Agreement, and that's part of the understanding. Is that your understanding as well ...

[JUDGE MARTIN]: Did you agree to it? MR. KLICKSTEIN: Yes, your Honor.
...

[JUDGE MARTIN]: Now, understanding that all of the suits brought by Linda are going to be dropped and that she represents that she has no interest or claims in the properties or entities and has not transferred, assigned, pledged or encumbered them to anyone in any way and she revokes any filings made at the Registry of Deeds, she acknowledges to the best of her knowledge the five siblings are the sole owners directly or indirectly of all the interests in the properties, she agrees that she shall not challenge in any way or assist anyone else in challenging in any way directly or indirectly the ownership interests of the five siblings of the properties or the entities as defined in the ISA, MSA and FSA, and further Linda agrees in covenants that she will not sue and will not voluntarily assist anyone else in suing the five siblings or any of them or any entity owned directly or indirectly regarding the ownership of the properties. Did you explain that provision to your client, Mr. Klickstein?

MR. KLICKSTEIN: I did, your Honor.

[JUDGE MARTIN]: And does she understand what properties are referred to in that paragraph?

MR. KLICKSTEIN: She does, your Honor.

[JUDGE MARTIN]: The Properties that are referred to in the Settlement

Agreement as well, correct?

MR. KLICKSTEIN: Correct your Honor.

...

[JUDGE MARTIN]: It is also understood that all suits by John, Jr. and the four siblings against Linda are to be dropped with prejudice. Did you explain that to your client, Mr. Klickstein?

MR. KLICKSTEIN: I did, your Honor.

...

[JUDGE MARTIN]: And it is understood that Linda and the five children are signing mutual releases for all known and unknown claims. Did you explain that to your client, Mr. Klickstein?

MR. KLICKSTEIN: I did, your Honor.

March 26, 2007 Transcript pp. 35-41.

64. Counsel for Linda Donovan (who had also represented Professor Donovan since at least 2003) then represented that Linda Donovan had reviewed the Linda Donovan Settlement Agreement with counsel, that she understood it was a binding agreement, and that she understood and agreed to its terms. March 26, 2007 Transcript pp. 37-40.

65. On October 15, 2007, after non-compliance with provisions of the FSA by Professor Donovan and Linda Donovan, and on motions by the Donovan Siblings to enforce their compliance, Judge van Gestel of the Superior Court Ordered: “[f]or the foregoing reasons, this Court, hereby orders the parties to forthwith comply with the Settlement Agreement.” Memorandum and Order on Motions Regarding Settlement, *Rebecca M. Brown, et al v. Linda Donovan*, Suffolk Superior Court Civil Action No. 06- 4149BLS1 (van Gestel, J.) (October 15, 2007) (“October 15, 2007 Judge van Gestel Decision”), p. 4. Judge van Gestel further confirmed that through their respective counsel, each of the parties, including Professor Donovan and Linda

Donovan, had confirmed that they had entered the FSA of their own free will and consent and that each understood the terms of the FSA. *Id.*

B. Findings and Conclusions Regarding the FSA.

66. Under the principles of the law of the case and *res judicata*, as a matter of law, Professor Donovan's claims that he was extorted, coerced, compelled or otherwise forced to enter into the FSA, have no basis, are contrary to all the facts and circumstances and all of his purported claims of extortion, coercion, compulsion and force were waived and settled by the ISA and the MSA, and again by the FSA, as decided by Judge van Gestel's decision of October 15, 2007 at p. 4. These rulings were and are final and binding on Professor Donovan and cannot be litigated or challenged. *See King v. Globe Newspaper Co.*, 400 Mass. 705, 707 (1987) ("[A] judge should hesitate to undo his own work. . . . Still more should he hesitate to undo the work of another judge."); *Weiss v. Grolman*, 2012 Mass. Super. LEXIS 256, *11 (Mass. Super. Ct. May 30, 2012) (Fabricant, J.) (declining to revisit prior judge's rulings; "This Court would hesitate to undo the work of another judge" [and] the "Court, similarly, has a strong and legitimate interest in preventing waste of its limited resources."); *Bagley v. Moxley*, 407 Mass. 633, 636-37 (1990) ("'res judicata' encompasses both the doctrine of 'claim preclusion' and the doctrine of 'issue preclusion'"; "[c]laim preclusion' . . . prohibits the maintenance of an action based on the same claim that was the subject of an earlier action between the same parties or their privies," while "[i]ssue preclusion' prevents relitigation of an issue determined in an earlier action where the same issue arises in a later action, based on a different claim, between the same parties or their privies").

67. I find that, under the principles of the law of the case and *res judicata*, as a matter of law, Linda Donovan's claims that she was extorted, coerced, compelled or otherwise forced to enter into the FSA, have no basis, are contrary to all the facts and circumstances and all of his

purported claims of extortion, coercion, compulsion and force were waived and settled by the Linda Donovan Settlement Agreement, as decided by Judge van Gestel's decision of October 15, 2007. These rulings were and are final and binding on Professor Donovan and cannot be litigated or challenged. *See King v. Globe Newspaper Co.*, 400 Mass. 705, 707 (1987) ("[A] judge should hesitate to undo his own work. . . . Still more should he hesitate to undo the work of another judge."); *Weiss v. Grolman*, 2012 Mass. Super. LEXIS 256, *11 (Mass. Super. Ct. May 30, 2012) (Fabricant, J.) (declining to revisit prior judge's rulings; "This Court would hesitate to undo the work of another judge" [and] the "Court, similarly, has a strong and legitimate interest in preventing waste of its limited resources."); *Bagley v. Moxley*, 407 Mass. 633, 636-37 (1990) ("'res judicata' encompasses both the doctrine of 'claim preclusion' and the doctrine of 'issue preclusion'"; "[c]laim preclusion" . . . prohibits the maintenance of an action based on the same claim that was the subject of an earlier action between the same parties or their privies," while "[i]ssue preclusion" prevents relitigation of an issue determined in an earlier action where the same issue arises in a later action, based on a different claim, between the same parties or their privies").

VIII. Legitimate Sale and Transfers of the Properties Post-the FSA – 2007-2014.

68. Between 2007 and 2014, through a series of transactions, John, Jr. and the other Donovan Siblings effectively sold several of the Properties and ultimately transferred record title and ownership of them to third party purchasers in transactions consistent with the ownership rights delineated in the FSA and all of which was approved by me.

The TPL Deal

69. At the end of 2014, after lengthy negotiations, an agreement with a third party buyer was reached to purchase the last substantial Property held jointly by members of the

Donovan family, a large tract of land made up of multiple parcels in Hamilton, Massachusetts owned by Donovan Conservation LLC ("Donovan Conservation").

70. The proceeds of the sale were to be distributed in accordance with the ownership interests in Donovan Conservation LLC: 50% to Trust One JJD ("Trust One"), a beneficial trust for Professor Donovan, for which William T. Hurley, Jr. serves as Trustee, and 50% to John Jr, then the sole member of Donovan Conservation.

71. Donovan Conservation is a Massachusetts limited liability corporation.

72. Following the death of John, Jr., the sole member of Donovan Conservation is Rebecca Brown, as Trustee of the John J. Donovan III 2012 Revocable Trust ("JDIII Trust"). Affidavit of Miranda Gooding, Esq. ("Gooding Aff.") ¶ 3. The above-referenced court-approved settlement agreements specifically address and establish the parties' ownership rights and interests in all of the assets and property held by Donovan Conservation.

73. In 2014, Professor Donovan and John, Jr. negotiated and agreed to terms of the sales of approximately 176 acres of land in Hamilton, MA (the "Hamilton Land") and approximately 119 acres of land principally in Essex, MA (the "Essex Land"), both owned by Donovan Conservation, to The Trust for Public Land ("TPL") (the "TPL Deal"). Gooding Aff., ¶ 4. By November 2014, these agreements had been reduced to detailed, signed "Confidential Offers." Gooding Aff., ¶ 4.

74. Under the terms of the sale of the Hamilton Land, half of the proceeds of the \$4.8 million sale were to be distributed to John, Jr., and half were to be distributed to Trust One.

75. Several additional agreements and documents, which were contemporaneously negotiated between John, Jr. and Professor Donovan memorialized the agreed-to division of the Donovan Conservation properties between John, Jr. and Professor Donovan, including a

conveyance of the Essex Land to the Essex Land Realty Trust, a nominee trust owned by Professor Donovan ("ELRT"), with a mortgage back to the JJDHI Trust (the "ELRT Mortgage"), and an underlying agreement between the parties with respect to the transfer/sale of the Essex Land (the "ELRT Agreement"). Gooding Aff. ¶ 7; Agreement Regarding Essex Land Realty Trust.

76. At no time during these negotiations did Professor Donovan or John, Jr. indicate that the entire proceeds of the Hamilton Land sale should go to Trust One, that the ELRT Mortgage had been, or would be, discharged without consideration, or that the releases executed by Professor Donovan in settling the disputes encompassed in the above-referenced settlement agreements were the product of extortion and invalid.

77. Negotiations relating to the Purchase and Sale Agreement between Donovan Conservation and TPL regarding the Hamilton Land (the "Hamilton PSA") were finalized in late November 2014. The Hamilton PSA was signed by Donovan Conservation and TPL as of December 1, 2014, with both Professor Donovan and Trust One assenting to the terms thereof. Gooding Aff. ¶ 10.

78. After the execution of the Hamilton PSA, in January 2015, ELRT and TPL began negotiating an option agreement pursuant to the terms of the "Confidential Offer" previously signed by the parties with respect to the ELRT Property ("Essex Option Agreement"). Gooding Aff., ¶ 11.

79. During the course of these negotiations, Professor Donovan renegotiated certain terms of the ELRT deal, including the terms of the Conservation Restriction contemplated therein, and also by negotiating a purchase price of \$300,000 for the Essex Land. Gooding Aff., ¶ 13. The negotiations for the Essex Option Agreement, as well as an amended Hamilton PSA,

concluded together with both agreements being signed in early April, 2015, with an effective date of April 8, 2015. Gooding Aff. ¶ 14.

80. When copies of the Essex Option Agreement and the amended Hamilton PSA were distributed to the parties on April 8, 2015, John, Jr. was surprised to learn of the \$300,000 purchase price for the Essex Land, as Professor Donovan had not told him that Professor Donovan had renegotiated the price. Gooding Aff. ¶ 15.

81. John, Jr. and Professor Donovan subsequently agreed that the \$300,000 could only be used to pay for reasonable fees and expenses associated with the transaction, and that any remaining funds would be given to a mutually agreed-upon charity. Gooding Aff., ¶ 16. The terms of this agreement were memorialized in an Amendment to the ELRT Agreement, which was signed by John, Jr., Professor Donovan, and Hugh Collins, as Trustee of the ELRT in April 2015. Gooding Aff. ¶¶ 18-19; Amendment of Agreement Regarding Essex Land Realty Trust Mortgage p. 2.

82. The TPL Deal closed on December 9, 2016.

IX. John, Jr. Passed Away After Battling Cancer: April 25, 2015.

83. John, Jr. passed away after battling cancer on April 25, 2015.

84. At no time prior to his death did John, Jr. ever indicate that the entire proceeds from the TPL Deal should go to Trust One or to Professor Donovan, that the ELRT Mortgage had been, or would be, discharged without consideration, or that the releases executed by Professor Donovan in settling the disputes encompassed in the above-referenced settlement agreements were the product of extortion and invalid.

85. Similarly, during negotiations of the TPL Deal and while John, Jr. was still alive, Professor Donovan never indicated to any of the parties or attorneys that the entire proceeds of

the TPL Deal sale should go to Trust One or Professor Donovan, that the ELRT Mortgage had been, or would be, discharged without consideration, or that the releases executed by Professor Donovan in settling the disputes encompassed in the above-referenced settlement agreements were the product of extortion and invalid.

X. Professor Donovan's Scheme to Change the Terms of the TPL Deal After John, Jr.'s Death for Professor Donovan's Own Financial Benefit, and to the Detriment of John, Jr.'s Estate and the Other Siblings: 2016.

A. Background

86. On September 12, 2016, as part of a scheme to change the existing terms of the TPL Deal for his own financial benefit, and to divert to himself the sale proceeds intended for

87. John, Jr.'s Estate, Professor Donovan caused an extensive series of documents to be recorded at the Essex County Registry of Deeds. Through this filing, he sought to prevent the sale of the land by reasserting claims to the property that he fully released in the prior settlement agreements (the ISA, MSA and FSA) in connection with this matter, relying on the purported Vermont Codicil to John, Jr.'s Last Will and Testament, as well as a fraudulent limited Special Power of Attorney to give himself authority relating to the sale and disposition of sale assets.

88. In addition to the purported Vermont Codicil and the fraudulent limited Special Power of Attorney, Professor Donovan's September 12, 2016 recordings also included a series of purported transactions, which flowed from the powers Professor Donovan claimed he possessed based on the purported Vermont Codicil and fraudulent limited Special Power of Attorney.

Professor Donovan's September 12, 2016 recordings included the following documents:

- Confirmation and Acknowledgment of Interest in Real Properties dated September 6, 2016 and recorded in Book 35253, Page 551. In this document, Professor Donovan recites various purported transactions relating to real estate holdings now or formerly held by Devon Glen Realty Trust, Donovan Conservation, Seagate Smiths' Point Realty Trust, Pomfret Mountain View LLC and Bermuda Winsor House and Annex (collectively, the "Donovan Real Estate") occurring between 2001 and 2008. He asserts that the releases executed by him in settling the disputes

encompassed in the FSA and its related agreements with respect to the Donovan Real Estate were the product of extortion and are invalid. He reasserts that he had conveyed his interests in the Donovan Real Estate to his wife, Linda Donovan ("Linda") in December 2002 and that those purported conveyances should stand.

- Limited Special Power of Attorney granted by John, Jr. to Professor Donovan, dated December 21, 2002 and recorded in Book 35254, Page 23.
- Affidavit Regarding Power of Attorney by Professor Donovan, dated September 12, 2016 and recorded in Book 35254, Page 25.
- Affidavit of Robert Clocher, dated August 15, 2016 and recorded in Book 35254, Page 28.
- Purported Codicil to Last Will and Testament of John J. Donovan III, dated August 3, 2013 and recorded in Book 35254, Page 149.
- Instrument of Appointment and Retirement of Instructor (Appleby Trust, Geneva Trust, Winsor Trust, Blue Sky Trust) between John, Jr. and Professor Donovan, dated December 21, 2002 and recorded in Book 35254, Page 1.
- Mortgage from John, Jr. as Trustee of Smith Point Realty Trust to Professor Donovan for
- \$11,000,000, dated August 17, 2001 and recorded in Book 35254, Page 5.
- Mortgage from John, Jr. as Trustee of Devon Glen Realty Trust to Professor Donovan for
- \$8,000,000, dated August 17, 2001 and recorded in Book 35254, Page 9.
- Mortgage from Sagamore Hill, LLC to Professor Donovan for \$6,000,000, dated August 17, 2001 and recorded in Book 35254, Page 12.
- Confirmation and Acknowledgment of Gifts of Real Property of Linda J. Donovan, dated September 8, 2016 and recorded in Book 35254, Page 149. In this instrument, and in direct violations of the settlement agreements concerning Linda in this action, Linda refutes that she has voluntarily released her interests in the Donovan Real Estate purportedly gifted to her by Professor Donovan in December 2002. She recites, again in conclusory fashion, that the release in this action was procured through extortion and is therefore null and void.
- The (Seagate) Smith's Point Realty Trust Trustee Certificate, dated December 21, 2002 and recorded in Book 35254, Page 47. The trustee certificate is signed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney.

- Quitclaim Deed, Real Property in Seagate Smith's Point Realty Trust to John J. Professor Donovan, dated December 21, 2002 and recorded in Book 35254, Page 59. This document is signed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Real Property Formerly Owned by Seagate Smith's Point Realty Trust to Linda J. Donovan, dated December 21, 2002 and recorded in Book 35254, Page 73.
- Quitclaim Deed, Land at 8 Atwater Avenue, Manchester, MA, dated December 21, 2002 and recorded in Book 35254, Page 34. This document is signed by Professor Donovan purporting to act as agent for John, Jr. as President of Eight Atwater Avenue Corp. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Property Located at 8 Atwater Ave, Manchester, MA, dated December 21, 2002 and recorded in Book 35254, Page 42. This document is signed by Professor Donovan purporting to act as agent for John, Jr. as President of Eight Atwater Avenue Corp. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Property Located at 9 West St., Beverly, MA, dated December 21, 2002 and recorded in Book 35254, Page 44. This document is signed by Professor Donovan purporting to act as agent for John, Jr. as President of Eight Atwater Avenue Corp. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Real Property in Donovan Conservation LLC to John J. Professor Donovan, dated December 21, 2002 and recorded in Book 35254, Page 105. This document is signed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Real Property Formerly Owned by Donovan Conservation LLC to Linda J. Donovan, dated December 21, 2002 and recorded in Book 35254, Page 126. This document is signed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney.
- The Devon Glen Realty Trust (Restated) Trustee Certificate, dated December 21, 2002 and recorded in Book 35254, Page 89. This document is signed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Devon Glen Realty Trust to John J. Professor Donovan, dated December 21, 2002 and recorded in Book 35254, Page 93. This document is signed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney.
- Quitclaim Deed, Real Property Formerly Owned by Devon Glen Realty Trust to Linda J. Donovan, dated December 21, 2002 and recorded in Book 35254, Page 100.

- Discharge and Release of Mortgage, dated as of April 19, 2015, and recorded in Book 35254, Page 16. This unilateral Discharge is executed by Professor Donovan, purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney. The instrument purports to discharge the ELRT Mortgage without payment of the amount owed.
- Discharge of Release of Judgment and All Claims Against John J. Donovan II (Sr.), dated April 19, 2015 and recorded in Book 35254, Page 31. This Discharge is similarly executed by Professor Donovan purporting to act as agent for John, Jr. under the fraudulent limited Special Power of Attorney. This instrument contains a unilateral release of all claims against Professor Donovan by John, Jr., specifically including the judgment and associated interest awarded in Civil Action 03-4247, again without any payment of the amount owed.
- Mortgage dated September 8, 2016 recorded in Book 35254, Page 156. This mortgage is granted by Linda to Hugh Collins individually in the amount of \$4,800,000 covering land now or formerly owned by Donovan Conservation, including the Hamilton Land. The underlying debt for this mortgage is not explained.

See September 27, 2016 Letter from Miranda Gooding at Exhibit C.

89. With respect to the deeds included in Professor Donovan's filing, he testified that they were in his possession when he signed the MSA in 2004, when he signed the FSA in 2007, and when he swore under oath in connection with those agreements that he did not have any claims to the properties at issue. October 26, 2016 Transcript pp. 302-303.

90. Three days after the filing with the Essex County Registry of Deeds, on September 15, 2016, Professor Donovan sent an email to William T. Hurley, trustee of Trust One, stating that "john [sic] left me explicit instructions and documentation to complete the TPL deal. it [sic] is not what is being presented[.]" September 15, 2016 email from Professor Donovan, attached to October 25, 2016 Letter from Bruce A. Singal to the Arbitrator. Professor Donovan continued, "simply put it is complete the deal[.] the [sic] money goes to pay the claims on the property *thee [sic] rest goes to me . . .*" September 15, 2016 email from Professor Donovan.

91. Apparently referencing his September 12, 2016 filing with the Registry, Professor Donovan told Hurley "there is recorded documentation to back this up that has never been

released before[.]” September 15, 2016 email from Professor Donovan. Professor Donovan claimed that “John [sic] recorded these instructions in his own words with his Vermont lawyers,” and asked his associate, Paul Parisi, to send a link to these files to Hurley, which Parisi did.

92. Professor Donovan asked that Hurley watch the electronic audio/video files that purportedly reflected John, Jr.’s wishes, and characterized them as “short but insightful.” September 15, 2016 email from Professor Donovan. Similar audio/video files were had been submitted to me earlier.

B. Findings and Conclusions Regarding Professor Donovan’s Scheme to Change the Terms of the TPL Deal, and Other False Filings and Recordings.

93. Professor Donovan’s testimony with respect to the documents he filed and recorded at the Essex County Registry of Deeds to was patently false and, not worthy of belief.

94. Each of the documents filed and recorded with the Essex County Registry of Deeds (listed in paragraph 93) is false and fraudulent, void ab initio, and of no force and effect. Following the hearing on October 26, 2016, I ordered that each of the above-referenced documents be expunged from the records of the Registry.

95. The Confirmation and Acknowledgment of Interest in Real Properties dated September 6, 2016 is false and fraudulent. As I have already declared, null and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

96. Professor Donovan’s filing and recording of the Confirmation and Acknowledgment of Interest in Real Properties dated September 6, 2016 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

97. The Limited Special Power of Attorney granted by John, Jr. to Professor Donovan, dated December 21, 2002 is false and fraudulent and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

98. Professor Donovan's filing and recording of the Limited Special Power of Attorney granted by John, Jr. to Professor Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

99. The Affidavit Regarding Power of Attorney by Professor Donovan, dated September 12, 2016 is false and fraudulent and null and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

100. Professor Donovan's filing and recording of the Affidavit Regarding Power of Attorney by Professor Donovan, dated September 12, 2016 was knowingly and intentionally false and fraudulent.

101. The alleged Affidavit of Robert Clocher, dated August 15, 2016 is false and fraudulent and null and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

102. Professor Donovan's filing and recording of the alleged Affidavit of Robert Clocher, dated August 15, 2016 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

103. The Purported Codicil to Last Will and Testament of John J. Donovan III, dated August 3, 2013 is false and fraudulent and null and void, ab initio. and I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

104. Professor Donovan's filing and recording of the Purported Codicil to Last Will and Testament of John J. Donovan III, dated August 3, 2013 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

105. The Instrument of Appointment and Retirement of Instructor (Appleby Trust, Geneva Trust, Winsor Trust, Blue Sky Trust) between John, Jr. and Professor Donovan, dated December 21, 2002 is false and fraudulent and null and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

106. Professor Donovan's filing and recording of the Instrument of Appointment and Retirement of Instructor (Appleby Trust, Geneva Trust, Winsor Trust, Blue Sky Trust) between John, Jr. and Professor Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

107. The Mortgage from John, Jr. as Trustee of Smith Point Realty Trust to Professor Donovan for \$11,000,000, dated August 17, 2001 is false and fraudulent and null and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

108. Professor Donovan's filing and recording of the Mortgage from John, Jr. as Trustee of Smith Point Realty Trust to Professor Donovan for \$11,000,000, dated August 17, 2001 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

109. The Mortgage from John, Jr. as Trustee of Devon Glen Realty Trust to Professor Donovan for \$8,000,000, dated August 17, 2001 is false and fraudulent and null and void, ab initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

110. Professor Donovan's filing and recording of the Mortgage from John, Jr. as Trustee of Devon Glen Realty Trust to Professor Donovan for \$8,000,000, dated August 17, 2001 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

111. The Mortgage from Sagamore Hill, LLC to Professor Donovan for \$6,000,000, dated August 17, 2001 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

112. Professor Donovan's filing and recording of the Mortgage from Sagamore Hill, LLC to Professor Donovan for \$6,000,000, dated August 17, 2001 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

113. The Confirmation and Acknowledgment of Gifts of Real Property of Linda J. Donovan, dated September 8, 2016 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

114. Professor Donovan's filing and recording of the Confirmation and Acknowledgment of Gifts of Real Property of Linda J. Donovan, dated September 8, 2016 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

115. T (Seagate) Smith's Point Realty Trust Trustee Certificate, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

116. Professor Donovan's filing and recording of the (Seagate) Smith's Point Realty Trust Trustee Certificate, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

117. The Quitclaim Deed, Real Property in Seagate Smith's Point Realty Trust to John J. Professor Donovan, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

118. Professor Donovan's filing and recording of the Quitclaim Deed, Real Property in Seagate Smith's Point Realty Trust to John J. Professor Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

119. The Quitclaim Deed, Real Property Formerly Owned by Seagate Smith's Point Realty Trust to Linda J. Donovan, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

120. Professor Donovan's filing and recording of the Quitclaim Deed, Real Property Formerly Owned by Seagate Smith's Point Realty Trust to Linda J. Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

121. The Quitclaim Deed, Land at 8 Atwater Avenue, Manchester, MA, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

122. Professor Donovan's filing and recording of the Quitclaim Deed, Land at 8 Atwater Avenue, Manchester, MA, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

123. The Quitclaim Deed, Property Located at 8 Atwater Ave, Manchester, MA, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

124. Professor Donovan's filing and recording of the Quitclaim Deed, Property Located at 8 Atwater Ave, Manchester, MA, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

125. The Quitclaim Deed, Property Located at 9 West St., Beverly, MA, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

126. Professor Donovan's filing and recording of the Quitclaim Deed, Property Located at 9 West St., Beverly, MA, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

127. The Quitclaim Deed, Real Property in Donovan Conservation LLC to John J. Professor Donovan, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

128. Donovan's filing and recording of the Quitclaim Deed, Real Property in Donovan Conservation LLC to John J. Professor Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

129. The Quitclaim Deed, Real Property Formerly Owned by Donovan Conservation LLC to Linda J. Donovan, dated December 21, 2002 is false and fraudulent and null and void, *ab*

initio. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

130. Professor Donovan's filing and recording of the Quitclaim Deed, Real Property Formerly Owned by Donovan Conservation LLC to Linda J. Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

131. The Devon Glen Realty Trust (Restated) Trustee Certificate, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

132. Professor Donovan's filing and recording of The Devon Glen Realty Trust (Restated) Trustee Certificate, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

133. The Quitclaim Deed, Devon Glen Realty Trust to John J. Professor Donovan, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

134. Professor Donovan's filing and recording of the Quitclaim Deed, Devon Glen Realty Trust to John J. Professor Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

135. The Quitclaim Deed, Real Property Formerly Owned by Devon Glen Realty Trust to Linda J. Donovan, dated December 21, 2002 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

136. Professor Donovan's filing and recording of the Quitclaim Deed, Real Property Formerly Owned by Devon Glen Realty Trust to Linda J. Donovan, dated December 21, 2002 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

137. The Discharge and Release of Mortgage, dated as of April 19, 2015 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

138. Professor Donovan's filing and recording of Discharge and Release of Mortgage, dated as of April 19, 2015 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

139. The Discharge of Release of Judgment and All Claims Against John J. Donovan II (Sr.), dated April 19, 2015 is false and fraudulent and null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

140. Professor Donovan's filing and recording of the Discharge of Release of Judgment and All Claims Against John J. Donovan II (Sr.), dated April 19, 2015 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

141. The Mortgage dated September 8, 2016 is false and fraudulent null and void, *ab initio*. I have already ordered it permanently expunged from the records of the Essex County Registry of Deeds.

142. Professor Donovan's filing and recording of the Mortgage dated September 8, 2016 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

143. The filing and recording of the Confirmation and Acknowledgment of Gifts of Real Property of Linda J. Donovan, dated September 8, 2016 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

144. Linda Donovan's signing of the Confirmation and Acknowledgment of Gifts of Real Property of Linda J. Donovan, dated September 8, 2016 was knowingly and intentionally false and fraudulent.

145. The filing and recording of the Mortgage dated September 8, 2016 with the Essex County Registry of Deeds on September 12, 2016 was knowingly and intentionally false and fraudulent.

146. Linda Donovan's signing of the Mortgage dated September 8, 2016 was knowingly and intentionally false and fraudulent.

147. Professor Donovan's filing and recording of the above-listed documents (paragraph 93) with the Essex County Registry of Deeds to be false and fraudulent, and that Professor Donovan filed and recorded the false, forged, and/or fraudulent documents with the intent to change the terms of the TPL Deal and to benefit himself financially at the expense of John, Jr.'s Estate, and to otherwise harm the Five Siblings.

148. Professor Donovan's September 15, 2016 email to Trustee William Hurley, as well as the submission of the audio/video files, was part of Professor Donovan's fraudulent scheme to divert the proceeds of the TPL Deal away from John, Jr.'s Estate to benefit himself.

149. All the false and fraudulent documents (listed in paragraph 93) were used by Professor Donovan as part of a scheme and with the intent to steal money and property from his dead son's wife, Megan Donovan, and children, and to otherwise harm his other four children and their families.

XI. Professor Donovan Used Send It Later LLC as a Vehicle to Assist in his Fraudulent Scheme: 2016.

150. Professor Donovan testified that he is “associated” with a company called Send It Later LLC (“Send It Later”), though he claimed that he did not “run” the company and that he was not an employee of that company. October 26, 2016 Transcript p. 190. Nevertheless, Send It Later operates from his “barn” in Hamilton, MA, and many of the employees of that company work out of the barn and take direction from Professor Donovan October 26, 2016 Transcript pp. 191-195.

151. Professor Donovan acknowledged that Paul Parisi, who is “affiliated” with Send It Later, assisted Professor Donovan in compiling the audio/video files subsequently submitted to Hurley and to me. October 26, 2016 Transcript p. 191. In addition, Send It Later employees were tasked with helping Professor Donovan “gather up” documents that Professor Donovan has submitted, used, and/or filed in connection with this case. October 26, 2016 Transcript p. 192.

152. Professor Donovan further admitted that, at his direction, Send It Later employees have “cut and paste” documents to alter them, but denied their doing so with respect to any documents related to this proceeding. October 26, 2016 Transcript p. 195.

153. When asked whether a Send It Later employee had “ever cut and pasted a codicil or other document” at his direction, Professor Donovan responded, “I don’t know.” October 26, 2016 Transcript p. 193.

154. When asked whether a Send It Later employee had “ever inserted a notary public stamp on a document that had not been there before,” Professor Donovan responded, “I don’t know.” October 26, 2016 Transcript p. 194.

155. When asked whether a Send It Later employee had “ever cut and paste documents so as to alter them” at Professor Donovan’s direction, Professor Donovan responded, “I don’t know.” October 26, 2016 Transcript p. 194-95.

156. At the hearing, Professor Donovan admitted that he is currently attempting to raise additional investment capital for Send It Later. October 26, 2016 Transcript p. 293. In doing so, Professor Donovan has used the land at issue in the TPL Deal to secure loans for the company even though he has no authority to do so and cannot pledge or mortgage the properties. October 26, 2016 Transcript p. 338; Agreement Regarding Essex Land Realty Trust, paragraph 1. For example, in an affidavit recorded with the Registry of Deeds on October 25, 2016, the day before the hearing, Jennifer Brining of Quechee, Vermont stated that, to secure her loan of \$200,000 to Send It Later, Professor Donovan assigned to her an interest in ELRT, in effect, creating yet another encumbrance on the land involved in the TPL Deal. October 26, 2016 Transcript p. 338.

157. Professor Donovan used Send It Later employees, associates and resources to create, alter, and falsify the audio/video files he submitted to Trustee Hurley and to me

XII. Professor Donovan’s Filing and Recording of the Purported Vermont Codicil on the Essex County Registry of Deeds, and the Purported Vermont Codicil Itself, Are False and Fraudulent.

A. Background

158. The purported Vermont Codicil Professor Donovan filed with the Essex County Registry of Deeds on September 12, 2016 states in relevant part:

I requested that my father complete these tasks on my behalf:

- Submit my Voluntary Disclosure to the IRS, including that associated with the Bermuda Trusts; the MAC embezzlement; and the alleged property transfers to my siblings that I signed on November 27, 2002, which are invalid as I was extorted and there was no compensation.
- Execution of all legal and accounting matters associated with the IRS voluntary Disclosure,

- To consummate the sale and gifting of properties, including Donovan Conservation, to not-for-profits or charities,
- To complete and extend any matters associated with actions taken as my lawful Attorney-in-Fact, power given to my father with respect to properties, LLCs, Trusts, LPs, Corps, and other entities, in my irrevocable Special Power of Attorney, Proxies, and other notarized documents of December 21, 2002,
- Remove lawyers with a conflict of interest, including Mintz Levin.

Purported Vermont Codicil.

159. It further purports to “ratify and confirm the powers given to my father in the irrevocable Special Power of Attorney and Proxies prepared by Attorney Paul J. Murphy, and signed on December 21, 2002, and extend this Special Power of Attorney to be durable.”

Purported Vermont Codicil.

160. Next, the purported Vermont Codicil states that “I hereby confirm my promise to release my father from the Judgment, and accrued interest, granted by Arbitrator Judge Martin in Civil Action No. 03-4247 of the Suffolk County Superior Court.” Purported Vermont Codicil.

161. The purported Vermont Codicil is dated August 3, 2013, and purports to have been executed in Pomfret, Vermont.

162. In connection with the October 26, 2016 hearing, several witnesses offered testimony with respect to the purported Vermont Codicil, including Jessica Wistran, Esq. and Mark Glovsky, Esq., both of Glovsky & Glovsky LLC (“Glovsky & Glovsky”).

163. From December 2012 until his death on April 25, 2015, John, Jr. worked closely with attorneys from Glovsky & Glovsky on his estate planning. Affidavit of Jessica Wistran, Esq. (“Wistran Aff.”), ¶ 3. During that time period, Glovsky & Glovsky prepared, and John, Jr. duly signed in the presence of independent witnesses, a Last Will and Testament dated December 19,

2012, a First Codicil dated February 28, 2013, and a Second Codicil dated April 24, 2015, just one day before his death. Wistran Aff. ¶ 3.

164. Wistran and Glovsky testified that these three documents are the only wills and codicils that Glovsky & Glovsky prepared for John, Jr. Wistran Aff. ¶ 3; Affidavit of Mark Glovsky, Esq. ("Glovsky Aff."), ¶ 4. Both Wistran and Glovsky further testified that, to their knowledge, John, Jr. never worked with any other estate lawyers during this period, never signed any other legitimate codicil or will during this period, and never expressed any intent to sign another codicil or will. Wistran Aff. ¶ 3; Glovsky Aff. ¶ 4.

165. Both testified that the purported Vermont Codicil was not prepared by anyone at Glovsky & Glovsky. Wistran Aff. ¶ 4; Glovsky Aff. ¶ 5. Nor did John, Jr. ever discuss anything referenced in the purported Vermont Codicil with Wistran or Glovsky. Wistran Aff. ¶ 4; Glovsky Aff. ¶ 6. In fact, Wistran testified that the contents of the purported Vermont Codicil are directly contrary to everything that John, Jr. discussed with her from December 2012 until his death on April 25, 2015 about his estate and intentions. Wistran Aff. ¶ 5.

166. Wistran testified that in February 2013, John informed her that Professor Donovan had told others that he would seek legal custody of John, Jr.'s children after John, Jr.'s death. Wistran Aff. ¶ 6. John, Jr. definitively and explicitly told her that he did not want Professor Donovan to have any involvement whatsoever with John, Jr.'s children. Wistran Aff. ¶ 6.

167. John, Jr. asked Wistran to prepare a First Codicil to his Will to specifically state that Professor Donovan was not to be considered as a Guardian or Conservator of his children. Wistran Aff. ¶ 6. Wistran testified that she prepared the First Codicil as directed by John, Jr., and John, Jr. duly signed it on February 28, 2013. Wistran Aff. ¶ 7.

168. Glovsky testified that, on April 23, 2015, two days before his death, John, Jr. contacted him and asked him to draft a Second Codicil to his Will. Glovsky Aff. ¶ 8. John, Jr. instructed that the Second Codicil should state that he did not want Professor Donovan speaking at John, Jr.'s funeral or celebration of life and that John, Jr. did not want Professor Donovan to have any contact with John, Jr.'s children. Glovsky Aff. ¶ 8. Glovsky & Glovsky prepared the Second Codicil as instructed by John, Jr., and John, Jr. signed it on April 24, 2015. Glovsky Aff. ¶ 8.

169. Both Wistran and Glovsky testified that, throughout the entire time period they worked with John, Jr., his primary intent in his estate planning was to ensure that his wife, Megan, and his children were taken care of, but that neither Megan nor his children had outright access to large sums of money. Wistran Aff. ¶ 14; Ex. 35 Glovsky Aff., ¶ 10.

170. John, Jr. never expressed any desire or intent to benefit Professor Donovan, and, to the contrary, the only references to Professor Donovan in John, Jr.'s estate planning documents concern John, Jr.'s wishes that Professor Donovan have no contact whatsoever with John, Jr.'s children, and that he not attend John, Jr.'s funeral. Wistran Aff., ¶ 14.

171. John, Jr.'s Will and two legitimate codicils, dated February 28, 2013 and April 24, 2015, respectively, were fully and finally probated in Essex County Probate and Family Court, and a Decree and Order for Complete Settlement was entered on November 8, 2016. Decree and Order for Complete Settlement, Essex County Probate and Family Court, Docket No. ES15P1897EA. At no point during the probate process did Professor Donovan raise or attempt to probate the purported Vermont Codicil.

172. Wistran further testified with respect to the release of judgment referenced in the purported Vermont Codicil, and later recorded with the Registry of Deeds. Wistran stated

that, in December 2013, John, Jr. sent her a copy of the Judgment and Execution that resulted from a \$4.8 million loan that he had made to Professor Donovan Wistran Aff. ¶ 9. John, Jr. assigned this judgment to the John J. Donovan III 2012 Revocable Trust ("Trust") and told Wistran that he wanted to make sure the Trustee of the Trust has the right to pursue this asset if necessary. Wistran Aff. ¶ 9

173. Wistran testified that the assignment and the Judgment and Execution were recorded with the Essex South District Registry of Deeds in Salem, Massachusetts on February 14, 2014 and in the Town of Pomfret, Vermont on January 31, 2014, where Professor Donovan had interests in real estate. Wistran Aff. ¶ 10.

174. During the time Wistran worked with John, Jr. to amend his estate planning documents prior to his death, he would periodically send Wistran and Mark Glovsky updated versions of a document he titled "Letter of Wishes," the last and most recently updated version being dated April 14, 2015. Wistran Aff. ¶ 11.

175. Wistran testified that John, Jr. never expressed any intention to discharge the judgment, and to the contrary, in his April 14, 2015 Letter of Wishes, John, Jr. instructed that the judgment against Professor Donovan should be used as a defensive tool against Professor Donovan Wistran Aff. ¶ 12.

176. Miranda Gooding, Esq., an attorney at Glovsky & Glovsky who represented John, Jr. and Donovan Conservation LLC in connection with the TPL Deal, similarly testified that neither John, Jr. nor Professor Donovan ever mentioned to her that Professor Donovan was in possession of an alleged codicil to John, Jr.'s will that would drastically alter the terms of the TPL deal and the ELRT Mortgage Agreement. Gooding Aff. ¶ 25.

177. John, Jr.'s wife, Megan Donovan, also offered testimony concerning the purported Vermont Codicil. She testified that John, Jr. reviewed with her his Last Will and Testament, as well as the first and second codicils to his will, all of which were drafted by Glovsky & Glovsky. Affidavit of Megan Donovan ("M. Donovan Aff.") ¶ 6.

178. Megan testified that John, Jr. never mentioned the purported Vermont Codicil to her. M. Donovan Aff. ¶ 6. In fact, according to Megan, the content of the purported Vermont Codicil is contrary to every discussion she ever had with John, Jr. regarding his wishes after his death and his view of Professor Donovan. M. Donovan Aff. ¶ 6.

179. Megan further testified that, in the two and half years prior to his death, John, Jr. expressed to her on multiple occasions that he was very concerned about what Professor Donovan would try to do to Megan and their children after John, Jr.'s death, including challenging his will, and accordingly, John, Jr. was meticulous in documenting his estate plan to avoid such challenge. M. Donovan Aff. ¶ 7.

180. John, Jr. never indicated to Megan that any of his assets would go to Professor Donovan or to any charities other than those specifically selected by John, Jr., and he never expressed to her at any time any intention to leave any assets for Professor Donovan. M. Donovan Aff. ¶¶ 8-9. Instead, Megan testified that John, Jr. was in fact concerned that, if Professor Donovan had such assets, he would use them to attack John, Jr.'s immediate family and siblings. M. Donovan Aff. ¶ 9.

181. Further, Megan testified that, near the time of his death, John, Jr. updated a list of his assets for her and others involved in his estate planning, and he reviewed with her all of his assets, including the \$4.8 million judgment against Professor Donovan. M. Donovan Aff. ¶ 8.

182. John, Jr.'s closest friend, healthcare proxy, legal power of attorney, and personal representative of his estate, Jason Konidaris, offered testimony on this topic as well. Konidaris testified that John, Jr. discussed with him on multiple occasions his estate plan, his Last Will and Testament, and the first and second codicils to that will. Affidavit of Jason Konidaris ("Konidaris Aff.") ¶ 13. Further, John, Jr. included Konidaris on email communications with the attorneys at Glovsky & Glovsky, who drafted all of John, Jr.'s estate documents. Konidaris Aff.) ¶ 13.

183. Konidaris testified that at no point did John, Jr. ever mention this purported Vermont Codicil, even though they had multiple conversations in the days surrounding August 3, 2016, when the purported Vermont Codicil was allegedly signed by John, Jr. Konidaris Aff. ¶ 14.

184. In fact, John, Jr. and Konidaris spoke in detail around that time regarding John, Jr.'s trip to Vermont, but at no point did John, Jr. mention or indicate that he had executed a purported second codicil to his will during that trip. Konidaris Aff. ¶ 16.

185. Further, Konidaris testified that the fact and content of the purported Vermont Codicil are contrary to every intention John, Jr. expressed to him, and contrary to the efforts John, Jr. made and discussed with him to protect his family from Professor Donovan Konidaris Aff. ¶¶ 14, 16. In fact, Konidaris testified that, in the two and a half years prior to his death, John, Jr. expressed to him on multiple occasions that he was very concerned about what Professor Donovan would try to do to him and his family after Donovan's Jr.'s death, including challenging his will. Konidaris Aff. ¶ 18.

186. In addition to hearing testimony on this subject, I reviewed a report prepared by Forensic Document Examiner Dennis Ryan.

187. Ryan examined and compared John, Jr.'s alleged signature on the purported Vermont Codicil to John, Jr.'s known signatures, including signatures from approximately the

same time period. He opined that because of the significant differences between them, it is probable that John, Jr. did not sign his name to the purported Vermont Codicil:

Ex. 39 (Report of Dennis J. Ryan, Forensic Document Examiner ("Ryan Report")), pp. 1, 8-9, Appendix 4.

188. Professor Donovan also testified extensively about the purported Vermont Codicil and its creation at the hearing. He stated that, on August 3, 2013, after a discussion that morning, John, Jr. prepared the codicil himself during his stay with Professor Donovan at Professor Donovan's residence in Pomfret, Vermont. October 26, 2016 Transcript pp. 61-62, 80.

189. According to Professor Donovan, John, Jr. sat down at the dining room table and typed the document, replete with legalese, on Professor Donovan's computer in 30 to 45 minutes, without the aid of any other documents, templates, or previous drafts, without consulting anyone by phone with respect to the appropriate language or terminology, and without any input from Professor Donovan. October 26, 2016 Transcript pp. 84, 86, 185.

190. Further, although Professor Donovan testified that he was unfamiliar with the legal requirements for witnessing a will or codicil in Vermont, the document included signature lines for two witnesses. October 26, 2016 Transcript pp. 88-89; Purported Vermont Codicil).

191. Professor Donovan testified that, once John, Jr. typed and printed the document, Professor Donovan summoned Warren Robert Gray, caretaker of Professor Donovan's property in Pomfret, VT, to witness its execution. October 26, 2016 Transcript pp. 86-87, 104. According to Professor Donovan's testimony, John, Jr. then signed the document, and Professor Donovan and Gray signed as witnesses, after which the document "was put in some drawer in Vermont." October 26, 2016 Transcript pp. 90-92, 94.

192. Professor Donovan denied that he signed John, Jr.'s name to the purported Vermont Codicil, or that he lifted and transposed Gray's signature onto the purported Vermont Codicil. October 26, 2016 Transcript pp. 91-92.

193. According to Professor Donovan, he caused the purported Vermont Codicil to be filed with the Essex County Registry of Deeds in connection with the closing of the TPL Deal, and confirmed that he did so in order to affect the manner in which the transaction was completed, and in order to use the codicil in connection with the closing transaction. October 26, 2016 Transcript p. 102.

194. I was also presented with evidence regarding the purported signature of Warren Robert Gray, III, who allegedly witnessed the execution of the purported Vermont Codicil. Forensic evidence from Ryan's report demonstrates that Gray's signature is not an original ink signature, but instead includes evidence of a four-color print process: Ryan Report p. 10, Appendix 6.

195. Professor Donovan also offered the testimony of Warren Robert Gray, III. For the past 17 years, Gray has lived rent-free on Professor Donovan's property in Pomfret, VT, and acts as the property's caretaker. October 26, 2016 Transcript p. 224. Over this period of time, Gray has signed, as a witness, approximately 20 documents for Professor Donovan (October 15, 2016 Statement of Warren R. Gray, III ("October 15, 2016 Gray Statement")). According to Gray, each time he was asked to sign a document, someone explained to him what the document was, but he never retained a copy of the document. October 15, 2016 Gray Statement.

196. On October 15, 2016, Gray met with an investigator for John, Jr.'s Estate and reviewed a copy of the purported Vermont Codicil. October 15, 2016 Gray Statement, October 26, 2016 Transcript p. 228. He told the investigator that he did not remember signing that particular document, nor being told that the document was a codicil to John, Jr.'s last will and

testament. October 26, 2016 Transcript p. 230. On that same date, Gray signed a statement confirming what he had told the investigator. October 15, 2016 Gray Statement.

197. While testifying at the hearing, Gray confirmed that he signed the statement prepared by the investigator after reading it and ensuring that it accurately reflected what he had told the investigator. October 26, 2016 Transcript p. 231.

198. After speaking with the investigator and signing the statement, Gray met with Professor Donovan and alerted him about the investigator and the statement. October 26, 2016 Transcript pp. 110-111. Gray testified that, after meeting with Professor Donovan, he had a “flashback” with respect to the purported Vermont Codicil. October 26, 2016 Transcript p. 232, 236.

199. On the evening before the October 26, 2016 hearing, Professor Donovan’s counsel submitted a new statement signed by Gray stating that, while he had no specific recollection of any discussion of the content of the purported Vermont Codicil, he now remembered seeing both Professor Donovan and John, Jr. sign the document. October 25, 2016 Statement of Warren R. Gray,

B. Findings and Conclusions Regarding the Purported Vermont Codicil

200. The purported Vermont Codicil is false and fraudulent, was never signed by John, Jr., and is contrary to John, Jr.’s genuine stated wishes and desires during his lifetime.

201. Professor Donovan knowingly and intentionally forged John, Jr.’s signature on the purported Vermont Codicil.

202. I credit the testimony of Jessica Wistran and Mark Glovsky, which was consistent with the Settlement Agreements, John, Jr.’s estate planning documents, and the personal video (John, Jr. Video Relating to Child Care) John, Jr. sent to his attorney on September 5, 2014

October 26, 2016 Transcript p. 334) making it explicitly clear that John, Jr. did not want Professor Donovan to have anything to do with John, Jr.'s children.

203. I credit the testimony of Miranda Gooding, which is consistent with the Settlement Agreements, John, Jr.'s estate planning documents, and the agreements executed in connection with the TPL Deal.

204. I credit the testimony of Megan Donovan, which was consistent with the Settlement Agreements, John, Jr.'s estate planning documents, and the personal video (John, Jr. Video Relating to Child Care, John, Jr. sent to his attorney on September 5, 2014 October 26, 2016 Transcript p. 334) making it explicitly clear that John, Jr. did not want Professor Donovan to have anything to do with John, Jr.'s children.

205. I credit the testimony of Jason Konidaris, which was consistent with the Settlement Agreements, John, Jr.'s estate planning documents, and the personal video (John, Jr. Video Relating to Child Care)) John, Jr. sent to his attorney on September 5, 2014 making it explicitly clear that John, Jr. did not want Professor Donovan to have anything to do with John, Jr.'s children. October 26, 2016 Transcript p. 334.

206. Just before his death, on April 24, 2015, John, Jr. requested that I issue a permanent restraining order restraining Professor Donovan from having any contact with Megan Donovan or their children. April 24, 2015 Email from John, Jr. to the Arbitrator.

207. I credit Dennis Ryan's findings, and I find that the purported Vermont Codicil itself is fraudulent, and that John, Jr. never executed it. I further find that Professor Donovan knowingly and intentionally forged John, Jr.'s signature on the purported Vermont Codicil, and that that Professor Donovan caused Gray's signature to be electronically reproduced on the purported Vermont Codicil.

208. Professor Donovan's testimony regarding the purported Vermont Codicil to be wholly unbelievable and false in all material respects, and that Professor Donovan deliberately lied in his account of the purported Vermont Codicil. I find Professor Donovan's blatant lies regarding John, Jr.'s purported statements and conduct with respect to his alleged testamentary intent particularly shocking.

209. Professor Donovan's story regarding the alleged origin of this purported Vermont Codicil is inherently unbelievable, unworthy of belief, and false.

210. The purported Vermont Codicil is wholly inconsistent with every single action John, Jr. took in furtherance of his actual, well-documented estate plan, and its contents are directly contrary to everything John, Jr. ever told, or discussed with, his wife, closet friend, and trusted legal advisors.

211. Additionally, in connection with a prior dispute in this matter, I have found that Professor Donovan has attempted to manipulate the testimony of a third-party witness in an attempt to support his position. CEE Decision pp 4-5. Similarly, here, I do not believe that Warren Robert Gray's testimony concerning the purported Vermont Codicil, which came after he met with Professor Donovan and Professor Donovan's counsel was accurate.

212. Professor Donovan's filing of the purported Vermont Codicil with the Essex County Registry of Deeds was false and fraudulent, that Professor Donovan knew the document was false and fraudulent, and that Professor Donovan took these actions with the intent to alter the terms of the TPL Deal for Professor Donovan's own financial benefit, and to the detriment of John, Jr.'s estate, and to otherwise harm the Five Siblings.

213. The purported instruction from John, Jr. in the purported Vermont Codicil was false and fraudulent in that John, Jr. never instructed Professor Donovan with respect to the topics

listed in the Vermont Codicil and that Professor Donovan knew that John, Jr. never provided him with such instructions in any format, written or otherwise.

214. The purported instruction from John, Jr. in the purported Vermont Codicil was false and fraudulent in that John, Jr. never instructed Professor Donovan with respect to a “Voluntary Disclosure to the IRS, including that associated with the Bermuda Trusts; the MAC embezzlement; and the alleged property transfers to [John, Jr.’s] siblings.”

215. The purported instruction from John, Jr. in the purported Vermont Codicil was false and fraudulent in that John, Jr. never instructed Professor Donovan with respect to a the “[e]xecution of all legal and accounting matters associated with the IRS voluntary Disclosure.”

216. The purported instruction from John, Jr. in the purported Vermont Codicil was false and fraudulent in that John, Jr. never instructed or authorized Professor Donovan to “consummate the sale and gifting of properties, including Donovan Conservation, to not-for-profits or charities.”

217. The purported instruction from John, Jr. in the purported Vermont Codicil was false and fraudulent in that John, Jr. never instructed or authorized Professor Donovan “[t]o complete and extend any matters associated with actions taken as [John, Jr.’s] lawful Attorney-in-Fact, power given to [Professor Donovan] with respect to properties, LLCs, Trusts, LPs, Corps, and other entities, in [John, Jr.’s] irrevocable Special Power of Attorney, Proxies, and other notarized documents of December 21, 2002.”

218. The purported instruction from John, Jr. in the purported Vermont Codicil was false and fraudulent in that John, Jr. never instructed or authorized Professor Donovan to “[r]emove lawyers with a conflict of interest, including Mintz Levin.”

XIII. Professor Donovan's Filing and Recording of the Limited Special Power of Attorney on the Essex County Registry of Deeds, and the Limited Special Power of Attorney Itself, are False and Fraudulent.

A. The 2016 Evidence Regarding the Purported SPA.

219. At the October 26, 2016 hearing, several witnesses offered testimony relating to the purported limited Special Power of Attorney, dated December 21, 2002. *See* Purported Special Power of Attorney, dated December 21, 2002, with Schedule A of 23 properties; Purported Special Power of Attorney, dated December 21, 2002, with Schedule A of 35 properties).

220. John, Jr.'s closet friend, healthcare proxy, legal power of attorney, and personal representative of his estate, Jason Konidaris, testified that, as a friend and serving in his legally designated roles for John, Jr., John, Jr. often discussed his financial and family affairs with him. Konidaris Aff. ¶ 8. John, Jr. never mentioned to Konidaris that Professor Donovan had an active power of attorney of any kind for John, Jr., and, based on his conversations with John, Jr., Konidaris believed he had been appointed as Donvan Jr.'s sole power of attorney in 2013. Konidaris Aff. ¶ 9.

221. In fact, Konidaris testified that the purported limited Special Power of Attorneyran contrary to John, Jr.'s view of his father, and Donvan Jr.'s consummate concern that his father would attempt to interfere with the administration of his estate after his death or try to harm his family in some way. Konidaris Aff. ¶ 10. Further, John, Jr. made clear to Konidaris that he did not want Professor Donovan involved with his business, financial, or personal affairs in any way, and was so concerned about Professor Donovan that he made a video of himself stating that he did not want Professor Donovan to have contact with John, Jr.'s children. Konidaris Aff. ¶ 11; John, Jr. Video Regarding Child Care.

222. Jessica Wistran testified that, in August 2013, John, Jr. asked her to prepare a Durable Power of Attorney to appoint Jason Konidaris as his attorney-in-fact. Wistran Aff. ¶ 8. Wistran testified that, in connection with preparing this document, she asked John, Jr. if he had any existing Durable Power of Attorney. Wistran Aff. ¶ 8. John, Jr. responded that he had given a Durable Power of Attorney to Konidaris in 2004, but he never mentioned or referred to any other Power of Attorney. Wistran Aff. ¶ 8.

223. John, Jr.'s wife, Megan Donovan, testified that John, Jr. never mentioned Professor Donovan having an active power of attorney of any kind. M. Donovan Aff. ¶ 10. Further, Megan testified that the fact and content of the alleged limited Special Power of Attorney is contrary to every discussion she ever had with John, Jr. regarding his view of Professor Donovan, and that John, Jr. worked tirelessly to make sure that Professor Donovan would not have or gain control of any of John, Jr.'s assets. M. Donovan Aff. ¶ 10.

224. Miranda Gooding testified that neither John, Jr. nor Professor Donovan ever mentioned to her that Professor Donovan held an alleged Special Power of Attorney from John. Gooding Aff. ¶ 24. Gooding further testified with respect to certain of the transactions Professor Donovan purportedly made pursuant to the alleged Special Power of Attorney. She stated that there was never any discussion of, or reference to, the ELRT Mortgage having been discharged, and no indication of any intent to discharge it. Gooding Aff. ¶ 20. In fact, the Amendment of the ELRT Agreement signed by John and Professor Donovan directly conflicts with any such intent. Gooding Aff. ¶ 20. Such agreement was executed mere days after the alleged discharge of the ELRT Mortgage by Professor Donovan under the alleged limited Special Power of Attorney, according to the documents filed by Professor Donovan in September 2016 at the Essex County Registry of Deeds. Gooding Aff. ¶¶ 18-19.

225. Gooding further testified that John, Jr. made clear that he intended to hold the ELRT Mortgage in the JJDIII Trust, and never expressed an intent to discharge the ELRT Mortgage or to empower Professor Donovan to discharge that mortgage or take any other actions on John, Jr.'s behalf. Gooding Aff. ¶ 22.

226. According to Gooding, Professor Donovan never contested or questioned the validity of the ELRT Mortgage or otherwise indicated that John, Jr. had authorized, or ever intended, the ELRT to be discharged on behalf of the JJDIII Trust. Gooding Aff. ¶ 23.

227. Professor Donovan also testified extensively regarding the fraudulent limited Special Power of Attorney and its creation. According to Professor Donovan, the document was prepared by Professor Donovan's counsel in December 2002, though Professor Donovan was aware at that time that John, Jr. had his own counsel. October 26, 2016 Transcript pp. 124-125. Professor Donovan testified that John, Jr. then signed the alleged limited Special Power of Attorney in his presence at the Manchester Athletic Club on December 21, 2002. He said that when they were at the Manchester Athletic Club, John, Jr. said, "Dad, you lose everything. Let's have two of these and we'll give one to one set of lawyers and one to your lawyers." October 26, 2016 Transcript p. 148. According to Professor Donovan, John, Jr. then sat down at a computer at the Manchester Athletic Club and typed a near-duplicate copy of the limited Special Power of Attorney, rather than simply photocopying it. October 26, 2016 Transcript p. 151. Professor Donovan testified, John, Jr. signed two copies of the limited Special Power of Attorney on December 21, 2002 at the Manchester Athletic Club. October 26, 2016 Transcript p. 132.

228. Professor Donovan next claimed that, because it was a Sunday, they found a notary named Robert Clocher who agreed to come to club and notarize the signatures on the purported limited Special Power of Attorney. October 26, 2016 Transcript pp. 132-133. Professor

Donovan denied signing or transposing John, Jr.'s or Clocher's name on the purported limited Special Power of Attorney. October 26, 2016 Transcript pp. 132, 134.

229. Professor Donovan further testified that, even though the limited Special Power of Attorney specifically applies only to "trusts, partnerships, entities and properties identified on Schedule A attached hereto," no Schedule A existed on December 21, 2002 when John, Jr. purportedly signed the document. October 26, 2016 Transcript p. 130. Instead, according to Professor Donovan, "[t]here were several Schedule As over a period of time that were prepared," because John, Jr. "want[ed] to be flexible." October 26, 2016 Transcript pp. 130, 136. Professor Donovan testified that, at some time subsequent to the alleged execution of the purported limited Special Power of Attorney, John, Jr. typed a Schedule A listing 35 properties, and at another even later date, John, Jr. typed another Schedule A listing 23 properties. October 26, 2016 Transcript pp. 139, 154. According to Professor Donovan's testimony, "[a]s time went on, [John, Jr.] kept writing up different Schedule As," and over the years there were "more than two, less than five" different Schedule As for the purported limited Special Power of Attorney. October 26, 2016 Transcript p. 174.

230. Professor Donovan testified that the initials "RC" were written on the Schedule A of 23 properties by Robert Clocher, who purportedly notarized the purported Special Power of Attorney. October 26, 2016 Transcript pp. 138-39. When he remembered that he had already testified that the Schedule A of 23 properties was not created until some time after the purported Special Power of Attorney, Professor Donovan changed his testimony, and stated he did not know who wrote the "RC" initials on the Schedule A of 23 Properties. October 26, 2016 Transcript p. 140.

231. Professor Donovan's 2016 Testimony Regarding a Power of Attorney From John, Jr. is Markedly Different From his October 2005 Testimony on the Same Matter.

232. Professor Donovan's 2016 claim to have received a power of attorney from John, Jr. is hardly new and was previously litigated in these proceedings in 2005.

233. In or about October 2005, while reviewing certain documents produced in discovery by Professor Donovan, John, Jr. saw a special power of attorney purportedly from him to Professor Donovan dated December 21, 2002.

234. Attached to the purported special power of attorney was a Schedule A that listed 35 trusts, partnerships, entities and properties in which John, Jr. held an interest (including some of the Properties and Entities, 219 Vassar Street and properties and businesses owned entirely by John, Jr. separately from other family members).

235. The Schedule A of 35 properties included John, Jr.'s personal condominium in Boston, his helicopter business which he owned by himself, and other property he owned individually, including a property John, Jr. (two condominiums owned by 2 Filias LLC) had not purchased until well after December 21, 2002. Affidavit of John J. Donovan Jr., dated October 24, 2005 ("John, Jr. Aff."), ¶ 9.

236. By letter of his counsel dated October 24, 2005, John, Jr. demanded arbitration under the MSA with Professor Donovan "arising out of the falsification by Professor Donovan of a power of attorney by Professor Donovan in December 2002," supported by John, Jr.'s affidavit. Letter of Bruce A. Singal, Esq. dated October 25, 2005); John, Jr. Aff.. Among other things, John, Jr. sought injunctive relief against Professor Donovan from using the purported December 2002 special power of attorney for any reason.

237. Among other things, John, Jr. feared his father was using, or would use, the special power of attorney to attempt to assign, sell, transfer, pledge or mortgage for financing, or to transfer John, Jr.'s property and interests (including his interests in the Properties and Entities)

to third parties, including Professor Donovan's wife, Linda Donovan, as a means of raising money.

238. Among other disturbing facts regarding the purported December 21, 2002 special power of attorney, John, Jr.'s Affidavit established that he had never granted a special power of attorney with the Schedule A of 35 entities to Professor Donovan and the Schedule A of 35 entities was, in fact, false. John, Jr. Aff. ¶¶ 8-9.

239. Further, John, Jr. intended and believed that "any and all rights, purported or actual," that Professor Donovan might have ever had in any December 2002 special power of attorney were extinguished and superseded first by the ISA on March 3, 2003 and then again by the MSA on June 11, 2004. John, Jr. Aff. ¶ 6.

240. John, Jr. believed his father had created, or caused others to create, the false Schedule A of 35 properties attached to the special power of attorney John, Jr. discovered in his father's possession in October 2005. John, Jr. Aff. ¶ 12.

241. On November 10, 2005, I issued an Order regarding the special power of attorney including the relevant part:

Restraining Order

1. Until such time as is Ordered by the Arbitrator, John Professor Donovan, his agents, employees, and attorneys are immediately ordered, restrained, and enjoined from applying for or taking any action relating to financing or attempted or proposed financing or borrowing of any kind whatsoever, either directly or indirectly, based on or using any of the properties or assets: (a) listed on the Schedule A of the power of attorney attached as Exhibit 2 to the October 24, 2005 Affidavit of John J. Donovan, Jr., (b) contained in the schedule at Tab 15 of the binder entitled "Line of Credit" given to Capital G Bank [including some of the Properties and Entities ...]; or (c) in which the Five Siblings have an interest.

{The properties or assets listed in subparagraphs (a), (b), and (c) above are hereinafter referred to as the "Properties."}

2. On or before the close of business November 18, 2005, John Donovan Sr. is ordered to deliver to counsel for the Five Siblings:
 - (a) A complete list under oath of the names and addresses of any and all persons or entities to which he has provided any documents on or after July 1, 2002 with respect to any application for financing of any kind which references the Properties;
 - ...
 - (c) a letter under oath: (i) stating whether, he has purported, attempted, or taken any action, on or after July 1, 2002, to convey, grant, mortgage, finance or otherwise transfer or encumber any rights or interests in any of the Properties to anyone, including without limitation, Linda Donovan; (ii) identifying all such purported transactions; and (iii) providing complete and unredacted copies of all documents relating to any such purported conveyance, grant, mortgage, financing or other transfer or encumbrance; and

....

Order dated November 10, 2005

242. In response to my Order, Professor Donovan produced documents which indicated that between December 21, 2002, he had used, attempted to use, or was planning to use the December 21, 2002 Special Power of Attorney to transfer rights, title and interests in the Properties and Entities to Linda Donovan which were actually owned by the Five Siblings, and controlled and managed by Rebecca Brown, James Donovan and John, Jr., collectively.

243. Pursuant to my November 10, 2005 Order, on December 7, 2005, Professor Donovan was deposed and, in stark contrast to his testimony at the October 26, 2016 hearing, testified that:

- (a) He and John, Jr. never agreed on the contents of a schedule A on the December 21, 2002 special power of attorney prior to the MSA and that the draft Schedule A's which Professor Donovan produced and John, Jr. had seen, were only drafts for negotiation. Professor Donovan Deposition Transcript, dated December 7, 2005 at p. 107.

- (b) "We never had a chance to bargain again with John on it [the SPA]. The demands – in the MSA, excuse me, the settlement talks during the MSA got to be so egregious, that we just gave up this whole test to get a power of attorney that was more encompassing." Professor Donovan Deposition Transcript, dated December 7, 2005 at p. 107.
- (c) Professor Donovan never had a completed agreement with John, Jr. regarding a Schedule A to the SPA. Professor Donovan Deposition Transcript, dated December 7, 2005 at p. 108.
- (d) He had not used the SPA and no one else had used the SPA through the date of his deposition, i.e., December 7, 2005. Professor Donovan Deposition Transcript, dated December 7, 2005 at p. 117.
- (e) The SPA was never agreed to by John, Jr., never effective and never used:

All of them – every one of them would have had to have gotten John, Jr. to agree to Schedule A, which he did not. So *the power of attorney was not effective, and it's never been used.*

Professor Donovan Deposition Transcript, dated December 7, 2005 at p. 118 (emphasis added).

B. Findings and Conclusions Regarding the Purported Special Power of Attorney.

244. I credit the testimony of Jason Konidaris, regarding the SPA, which was consistent with the Settlement Agreements, John, Jr.'s estate planning documents, the personal video John, Jr. Video Relating to Child Care John, Jr. sent to his attorney on September 5, 2014, October 26, 2016 Transcript), p. 334 making it explicitly clear that John, Jr. did not want Professor Donovan to have anything to do with John, Jr.'s children, John, Jr.'s uncontested testimony in 2005, and the agreements related to the TPL Deal.

245. I credit the testimony of Jessica Wistran regarding the SPA, which was consistent with the Settlement Agreements, John, Jr.'s estate planning documents, the agreements related to the TPL Deal, and John, Jr.'s testimony on the SPA in 2005.

246. I credit Megan Donovan's testimony regarding the SPA, which was consistent with the Settlement Agreements, John, Jr.'s estate planning documents, the personal video, John, Jr. Video Relating to Child Care, John, Jr. sent to his attorney on September 5, 2014, October 26, 2016 Transcript p. 334) making it explicitly clear that John, Jr. did not want Professor Donovan to have anything to do with John, Jr.'s children, the agreements related to the TPL Deal, and John, Jr.'s uncontested testimony in 2005.

247. I credit Miranda Gooding's testimony regarding the SPA, which was consistent with the Settlement Agreements, John, Jr.'s estate planning documents, the agreements related to the TPL Deal, and John, Jr.'s uncontested testimony in 2005.

248. Professor Donovan's testimony at the October 26, 2016 hearing to be wholly unworthy of belief and false in all material respects, and his story regarding the alleged origin of this purported limited Special Power of Attorney inherently unbelievable and palpably false.

249. Professor Donovan falsely and fraudulently created the Schedule A of 35 properties and the Schedule A of 23 properties after December 21, 2002 and that they are invalid, of no force and effect, null and void, *ab initio*.

250. The SPA to be void, *ab initio*, and any purported transfers to anyone under the SPA of the Schedule A of 35 properties, of the Schedule A of 23 properties, or of any other schedule of properties, to be invalid, of no force and effect, and void, *ab initio*.

251. Before 2005, Professor Donovan used or attempted to use the limited Special Power of Attorney and false Schedule A of 35 properties to purportedly transfer rights, title and interests in the Properties and Entities and 219 Vassar Street to Linda Donovan, which were actually owned by the Five Siblings, and in the case of 219 Vassar Street, by John, Jr.

252. Even if it were valid, which it is not, any special power of attorney, in addition to being void *ab initio*, was revoked and rescinded separately by each of the ISA on March 3, 2003, the MSA on June 11, 2004, and John, Jr.'s Affidavit of October 24, 2005. *Gagnon v. Coombs*, 39 Mass. App. Ct. 144, 151 (1995) (finding power of attorney had been revoked because "principal may manifest his termination of his agent's authority either in whole or in part, by conduct that is inconsistent with its continuance").

253. Separately, by 2005, the ISA in 2003, and the MSA in 2004, had extinguished and superseded any and all rights, purported or actual, that Professor Donovan had or claims to have had in the Entities and/or Properties covered by the limited Special Power of Attorney. John, Jr. Aff., ¶ 6.

254. Professor Donovan's testimony at the October 26, 2016 hearing is wholly inconsistent with John, Jr.'s actions and his uncontested testimony in 2005, as well as Professor Donovan's 2005 testimony, and the limited Special Power of Attorney is directly contrary to everything John, Jr. ever told, or discussed with, his wife, closet friend, and trusted legal advisors over many years.

255. The limited Special Power of Attorney is invalid and void *ab initio* because no Schedule A existed at the time of its execution, and accordingly, is too indefinite to be enforced. *See* Restatement 3d Agency, Sec. 3.01, note b (“When a principal’s manifestation of an agent’s authority is stated in a power of attorney, interpretation of the power is generally subject to contractual rules of interpretation.”); *Caggiano v. Marchegiano*, 327 Mass. 574, 580 (1951) (“an agreement to enter into a contract which leaves the terms for future negotiation is too indefinite to be enforced”); *Armstrong v. Rohm & Haas Co.*, 349 F. Supp. 2d 71, 78 (D. Mass. 2004) (holding that contract is unenforceable unless it is “sufficiently definite to enable the courts to give it an exact meaning”) (quotation omitted). Even if John, Jr. later drafted and periodically updated the Schedule A, which I find no basis to believe he did, such documents would be immaterial to the alleged limited Special Power of Attorney itself.

256. Even were the limited Special Power of Attorney valid, which it is not, it could have no validity other than the limited purpose acknowledged by John, Jr. in October 2005, which related solely to John, Jr.’s interest, as it stood in December 2002, in Devon Glen LLC, Devon Glen Corporation, Seagate Smiths Point Corporation, Eight Atwater Avenue LLC, Pomfret Mountain View LLC, which, as John, Jr. testified in 2005, were valueless to Professor Donovan and to anyone else, as of November 2002. *See* John, Jr. Aff.

257. Moreover, Professor Donovan has, on more than one occasion, *under oath*, renounced any interest, stated that he has no interest, and/or released any interest in the properties at issue here including in the FSA and as sworn before me on March 26, 2007.

258. Professor Donovan's wife, Linda Donovan, has similarly and explicitly renounced any interest, stated that she has no interest, and/or released any interest including in the Linda Donovan Settlement Agreement and before me on March 26, 2007, as well as in the Release of Interest in Real Properties, dated November 2, 2007.

259. The purported transfers of rights, title, and interest in the Properties and Entities and 219 Vassar Street to Linda Donovan are invalid, of no force and effect, and void, *ab initio*.

260. Linda Donovan's attempts to utilize the SPA and the purported transfers to her, and to grant a mortgage to Huge Collins for the Donovan Conservation and ELRT related land were fraudulent.

261. I find that Professor Donovan's filing of the limited Special Power of Attorney with the Essex County Registry of Deeds was absolutely false and fraudulent, that Professor Donovan knew it was false and fraudulent, and that it was done with the intent to alter the terms of the TPL Deal for Professor Donovan's own financial benefit to the detriment of John, Jr.'s estate, his widow and children.

XIV. Professor Donovan Fabricated Audio/Video Recordings by Deceptively "Cutting and Pasting" Audio Excerpts in Furtherance of his Fraudulent Scheme.

A. Background

262. As discussed above, Professor Donovan caused a number of audio/video files to be submitted to William T. Hurley, trustee of Trust One, and claimed that they were John, Jr.'s recorded instructions regarding the TPL Deal. September 15, 2016 email from Professor Donovan.

263. In his September 15, 2016 email to Trustee Hurley, Professor Donovan claimed that "john [sic] left me explicit instructions and documentation to complete the TPL deal. it [sic] is not what is being presented[.]" September 15, 2016 email from Professor Donovan. Professor Donovan continued, "simply put it is complete the deal[.] the [sic] money goes to pay

the claims on the property thee [sic] rest goes to me" September 15, 2016 email from Professor Donovan).

264. Professor Donovan claimed that "john [sic] recorded these instructions in his own words with his Vermont lawyers." September 15, 2016 email from Professor Donovan.

265. I reviewed a report prepared by Forensic Audio/Video Examiner Bruce E. Koenig.

266. Koenig examined and analyzed one of the audio/video files submitted by Professor Donovan, and opined that it had been produced using non-linear audio/video editing software. Laboratory Report of Bruce E. Koenig, Forensic Audio/Video Examiner ("Koenig Report").

267. Koenig found that, with respect to one of the audio/visual files, the narratives were recorded in a room environment and were then inserted into recorded telephone conversations using editing software. Koenig Report pp. 3-4, 6.

268. At the October 26, 2016 hearing, Professor Donovan testified extensively about these audio/video files.

269. Professor Donovan testified that, when he recorded conversations with John, Jr., he told John, Jr. he was being recorded or John, Jr. otherwise had reason to know he was being recorded. October 26, 2016 Transcript pp. 74-77.

270. Faced with the Koenig Report, Professor Donovan admitted that the audio/video files were compilations of different conversations and different videos from different times, and that he started compiling and "cutting and pasting" the various segments of the audio/video files "two or three years ago." October 26, 2016 Transcript pp. 198, 206

271. According to Professor Donovan, the purpose of the videos was to "leave a legacy" for John, Jr., and he testified that he and John, Jr. worked together to write scripts for the

videos.October 26, 2016 Transcript p. 199. The handwritten scripts were then “thrown away.”
October 26, 2016 Transcript p. 199.

272. Professor Donovan claimed that he had spliced the audio/video files together in this manner simply to “give Judge Martin a flavor of what are the topics that were being discussed with John,” and that it “was not to be a legal document.” October 26, 2016 Transcript p. 213.

B. Findings and Conclusions Regarding the Fabricated Audio/Visual Recordings.

273. I credit Koenig’s findings that the audio/visual files were produced using non-linear audio/video editing software and that narratives recorded in a room environment were inserted into recorded telephone conversations using this editing software.

274. Except to the extent he admitted doctoring the recordings, Professor Donovan’s testimony regarding the audio/visual files was inherently unbelievable, unworthy of belief, and false in all material respects.

275. Professor Donovan deliberately caused the audio/video files to be edited in this manner to intentionally, deceptively, and fraudulently distort John, Jr.’s true intentions, and that Professor Donovan then used the intentionally, deceptively, and fraudulently edited audio/video files in furtherance of his fraudulent scheme to attempt to change the terms of the TPL deal for his own financial benefit, at the expense of John, Jr. estate and his widow and children.

276. John, Jr. had no knowledge of, and did not consent to, Professor Donovan recording him.

277. Professor Donovan intentionally, knowingly, falsely and fraudulently created and inserted into the audio/video files false and fraudulent claims, including John’s Jr.’s purported instructions to Professor Donovan regarding Professor Donovan’s and Linda’s purported rights in the Properties, the “shooting and sex abuse charge,” the “Bermuda forgeries,” an alleged “agreement to preserve the [sic] and monetize [Professor Donovan’s] land,” “the crime

documents, wiretapping, videos, conflicting meds, voluntary disclosure," "recording the deeds," "release of [John, Jr.'s] judgment and mortgage," "[John, Jr.'s] codicil appointing [Professor Donovan] as one executor, power of attorney, money to Linder [sic] and [Professor Donovan – three to five million, hazardous waste issues, [John, Jr.'s] thesis and [John, Jr.'s and Professor Donovan's] book."

278. John, Jr. never instructed Professor Donovan as to any of these matters.

279. Professor Donovan's intentional distortion of his deceased son's intentions, all while claiming that the deliberately misleading and fabricated audio/video files represented John, Jr.'s "own words," is nothing short of reprehensible.

280. Professor Donovan intentionally, knowingly, deliberately and fraudulently used these altered audio/video files in an attempt to defraud William T. Hurley, Trustee of Trust One.

281. Professor Donovan intentionally, knowingly, deliberately and fraudulently used these altered audio/video files in an attempt to deceive this Arbitrator.

282. It is shocking that Professor Donovan would record his dying son, who was stricken with terminal cancer, for months without his knowledge or consent, and then alter the recordings to attempt to steal money and property from his son's widow, Megan Donovan, and children, and to harm his other four children and their families.

XV. Professor Donovan's Breach of the Implied Covenant of Good Faith Fair Dealing in the ISA, MSA and FSA.

283. The ISA, the MSA, and the FSA each contain an implied covenant of good faith and fair dealing. It is well-established that:

[I]n every contract there is an implied covenant that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract, which means that in every contract there exists an implied covenant of good faith and fair dealing.

Fortune v. National Cash Register Co., 373 Mass. 96, 364 N.E.2d 1251 (1977) (citation omitted).

A. Findings and Conclusions Regarding the Implied Covenant of Good Faith and Fair Dealing.

284. By orchestrating the fraudulent scheme detailed herein, Professor Donovan has acted in bad faith and breached the implied covenant of good faith and fair dealing by attempting to destroy John, Jr.'s and the other Siblings' rights under the respective settlement agreements to receive the fruits of those contracts.

285. This is not the first time that Professor Donovan has acted in bad faith and breached the implied covenant of good faith and fair dealing contained in the respective settlement agreements. Indeed, in October 2005, I also found that Professor Donovan "breached his obligations under the MSA because his conduct had the effect of destroying or injuring the right of the other party to receive the fruits of the contract." Findings of Fact and Conclusions of Law, October 6, 2005.

XVI. Donovan, Sr.'s Unauthorized Use of Videos, Images, and Writings of John, Jr. and his Children.

A. Background

286. Megan Donovan testified that, after John, Jr. died, she became aware that Professor Donovan was posting on his website videos, photographs, and audio recordings of John, Jr., and Megan and John, Jr.'s son. M. Donovan Aff. ¶ 14. In addition, Megan testified that Professor Donovan's website advertised for sale two books that Professor Donovan claims to have co-authored with John, Jr. M. Donovan Aff. ¶ Megan stated that, to her knowledge, John, Jr. played no role in these books and had no knowledge that Professor Donovan was using John's name on the books. M. Donovan Aff. ¶ 17 Further, the two books, which are available for free on Professor Donovan's website or for purchase in other formats, also contain photographs of Megan's and John, Jr.'s children. M. Donovan Aff. ¶ 18.

287. Megan never gave Professor Donovan permission to post, publish, or otherwise use photographs or videos of her children in any capacity. M. Donovan Aff. ¶ 15.

288. Professor Donovan's website advertising the books also makes a request for optional donations to the "John J. Donovan Jr. (1971-2015) Scholarship Fund," and states that checks should be sent to Professor Donovan at his home address. M. Donovan Aff. ¶ 20. Megan testified that she has no knowledge of this scholarship fund, has never seen a financial statement relating to it, and that John, Jr. never indicated to her that he had authorized Professor Donovan to collection donations in John, Jr.'s name.

289. John, Jr. did not authorize Professor Donovan to co-author books, or any other writings, in John, Jr.'s name

B. Findings and Conclusions Regarding Professor Donovan's Unauthorized Use of Videos and Images.

290. I credit Megan Donovan's testimony, which was consistent with John, Jr.'s estate planning documents and the personal video. John, Jr. sent to his attorney on September 5, 2014 (October 26, 2016 Transcript), p. 334) making it explicitly clear that John, Jr. did not want Professor Donovan to have anything to do with John, Jr.'s children.

291. Neither Megan Donovan nor John, Jr. consented or otherwise authorized Professor Donovan to use photographs, audio, or video recordings of John, Jr. or his children in any public capacity, including, but not limited to, in books, website, or any other public forum.

292. I find that neither Megan Donovan nor John, Jr. consented or otherwise authorized Professor Donovan to seek, accept, or make donations of any kind for any organization, charitable or otherwise, in John, Jr.'s name.

Equitable Relief

293. Professor Donovan including any of his employees, agents, attorneys, and representatives, or those acting for or on his behalf, are permanently enjoined from ever filing charges, complaints or submitting documents to, any private person or entity, or any public or governmental authority, agency, department or body of any kind, including any Registry of Deeds, or with anyone else, relating to the Initial Settlement Agreement, Mediation Settlement

Agreement, and Final Settlement Agreement as well as any of the properties, entities, or trusts referenced in those settlement agreements, or any of the Siblings, John, Jr., or Megan Donovan including without limitation any of their past, present or future interests of any kind in the properties, entities and trusts discussed in the settlement agreements, without prior notice to the Arbitrator, the Siblings, and John, Jr.'s Estate and without the prior written approval and authorization of the Arbitrator.

294. Professor Donovan, including anyone acting for or on his behalf, such as employees, agents, attorneys, and representatives, is permanently enjoined from ever submitting documents to, or filing documents with, any Registry of Deeds relating to any property without prior notice to the Arbitrator, the Siblings, and John, Jr.'s Estate and without the prior written approval and authorization of the Arbitrator.

295. Professor Donovan, including anyone acting for or on his behalf, such as employees, agents, attorneys, and representatives, is permanently enjoined from ever using, presenting to, or filing with any individual, business, or government agency or authority any document that was purportedly signed by John, Jr., Megan Donovan or any of the Siblings without prior notice to the Arbitrator, the Siblings and John, Jr.'s Estate and without the prior written approval and authorization of the Arbitrator.

296. Professor Donovan, including anyone acting for or on his behalf, such as employees, agents, attorneys, and representatives, is permanently enjoined from ever using, presenting to, or filing with any individual, business, or government agency or authority, any audio or video recording of John, Jr., John, Jr.'s children, Jax Donovan and Skylar Donovan, Megan Donovan or the Siblings without prior notice to the Arbitrator, the Siblings and John, Jr.'s Estate and without the prior written approval and authorization of the Arbitrator.

CONCLUSION

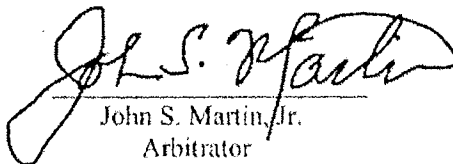
297. In the time period leading up to his death in April 2015, John, Jr. meticulously created and documented an estate plan to protect the interests of his wife and children after his death. Similarly, the parties to this action have spent years, not to mention significant sums of money, carefully putting in place a structure to safeguard and protect their respective rights and interests with respect to the property at issue.

298. Professor Donovan's continued efforts to disavow agreements that he knowingly and intentionally executed has caused damage to the other parties to those agreements and has tried the patience of all involved.

299. While out of respect for what I believe John would have wanted, I have not forfeited Professor Donovan's interest in Trust One, we have reached the point where enough is enough. There will be no more second chances.

300. As I noted at the outset, John's Estate and the Siblings are entitled to recover all reasonable amounts expended in connection with these proceedings. By no later than February 3, 2017, each party seeking reimbursement shall serve an application for fees and costs on Professor Donovan. He will have until February 17, 2017, to file any opposition. Professor Donovan is cautioned that if an opposition is filed and I subsequently determine that there was no good faith basis for any or all of the opposition, additional fees and expenses may be awarded.

January 25, 2017


John S. Martin, Jr.
Arbitrator

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.
- 2 All suits brought by Linda are dropped with prejudice, Linda represents that she
has no interest or claims in the Properties or Entities and has not transferred,
assigned, pledged or encumbered them to anyone or in any way, and Linda
revokes any filings made at the registry of deeds. Linda acknowledges that, to
the best of her knowledge, the Five Siblings are the sole owners, directly or
indirectly, of all of the interests in the Properties. Linda agrees that she shall not
challenge in any way, or assist anyone else in challenging in any way, directly or
indirectly, the ownership interests of the Five Siblings in the Properties or
Entities (as defined in the ISA, MSA and FSA), and further, Linda agrees and
covenants that she will not sue, and will not voluntarily assist anyone else in
suing, the Five Siblings or any of them and/or any Entity owned directly or
indirectly, regarding their Ownership interests in the Properties.
- 3 All suits brought by JJD Jr. and / or the Four Siblings against Linda are dropped
with prejudice.
- 4 Linda withdraws her opposition to James' appeal of the 209A, and Linda signs a
stipulation agreeing to vacating the 209A Order to be filed in the District Court.
- 5 Linda, JJD Jr. and the Four Siblings sign general mutual releases for all known
and unknown claims.
- 6 Linda, JJD Jr. and the Four Siblings hereby represent that they have legal counsel;
they are entering this agreement freely and knowingly, and have been advised by
their respective counsel prior to signing this agreement.
- 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.

Date _____

Carolyn Rosenbaum

Date _____

James Donovan

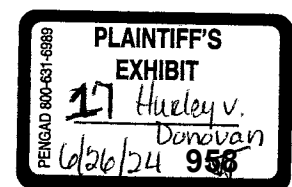
Date _____

Maureen Lantz

Date _____

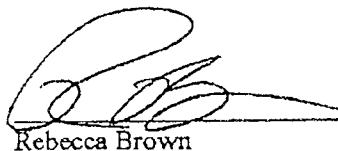
Rebecca Brown

Date _____



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

- 1 This agreement is contingent upon the signing and execution of the attached settlement agreement between JJD, JJDJr. and the Four siblings. Neither Linda, JJDJr., nor the Four Siblings will challenge the attached settlement agreement.
- 2 All suits brought by Linda are dropped with prejudice, Linda represents that she has no interest or claims in the Properties or Entities and has not transferred, assigned, pledged or encumbered them to anyone or in any way, and Linda revokes any filings made at the registry of deeds. Linda acknowledges that, to the best of her knowledge, the Five Siblings are the sole owners, directly or indirectly, of all of the interests in the Properties. Linda agrees that she shall not challenge in any way, or assist anyone else in challenging in any way, directly or indirectly, the ownership interests of the Five Siblings in the Properties or Entities (as defined in the ISA, MSA and FSA), and further, Linda agrees and covenants that she will not sue, and will not voluntarily assist anyone else in suing, the Five Siblings or any of them and/or any Entity owned directly or indirectly, regarding their Ownership interests in the Properties.
- 3 All suits brought by JJDJr. and / or the Four Siblings against Linda are dropped with prejudice.
- 4 Linda withdraws her opposition to James' appeal of the 209A, and Linda signs a stipulation agreeing to vacating the 209A Order to be filed in the District Court.
- 5 Linda, JJDJr. and the Four Siblings sign general mutual releases for all known and unknown claims.
- 6 Linda, JJDJr. and the Four Siblings hereby represent that they have legal counsel; they are entering this agreement freely and knowingly, and have been advised by their respective counsel prior to signing this agreement.
- 7 Linda, JJDJr. 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._____
Date_____
Carolyn Rosenbaum_____
Date_____
James Donovan_____
Date_____
Maureen Lantz_____
Date_____
Rebecca Brown_____
Date

 3/26/07

JMD

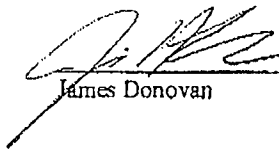
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- 2 All suits brought by Linda are dropped with prejudice, Linda represents that she has no interest or claims in the Properties or Entities and has not transferred, assigned, pledged or encumbered them to anyone or in any way, and Linda revokes any filings made at the registry of deeds. Linda acknowledges that, to the best of her knowledge, the Five Siblings are the sole owners, directly or indirectly, of all of the interests in the Properties. Linda agrees that she shall not challenge in any way, or assist anyone else in challenging in any way, directly or indirectly, the ownership interests of the Five Siblings in the Properties or Entities (as defined in the ISA, MSA and FSA), and further, Linda agrees and covenants that she will not sue, and will not voluntarily assist anyone else in suing, the Five Siblings or any of them and/or any Entity owned directly or indirectly, regarding their Ownership interests in the Properties.
- 3 All suits brought by JJD Jr. and / or the Four Siblings against Linda are dropped with prejudice.
- 4 Linda withdraws her opposition to James' appeal of the 209A, and Linda signs a stipulation agreeing to vacating the 209A Order to be filed in the District Court.
- 5 Linda, JJD Jr. and the Four Siblings sign general mutual releases for all known and unknown claims.
- 6 Linda, JJD Jr. and the Four Siblings hereby represent that they have legal counsel; they are entering this agreement freely and knowingly, and have been advised by their respective counsel prior to signing this agreement.
- 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. Date

Carolyn Rosenbaum Date

 3/26/24

James Donovan Date

Maureen Lantz Date

Rebecca Brown Date

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

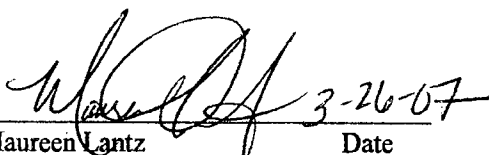
- 1 This agreement is contingent upon the signing and execution of the attached settlement agreement between JJD, JJDJr. and the Four siblings. Neither Linda, JJDJr., nor the Four Siblings will challenge the attached settlement agreement.
- 2 All suits brought by Linda are dropped with prejudice, Linda represents that she has no interest or claims in the Properties or Entities and has not transferred, assigned, pledged or encumbered them to anyone or in any way, and Linda revokes any filings made at the registry of deeds. Linda acknowledges that, to the best of her knowledge, the Five Siblings are the sole owners, directly or indirectly, of all of the interests in the Properties. Linda agrees that she shall not challenge in any way, or assist anyone else in challenging in any way, directly or indirectly, the ownership interests of the Five Siblings in the Properties or Entities (as defined in the ISA, MSA and FSA), and further, Linda agrees and covenants that she will not sue, and will not voluntarily assist anyone else in suing, the Five Siblings or any of them and/or any Entity owned directly or indirectly, regarding their Ownership interests in the Properties.
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Linda Donovan Date

John Donovan, Jr. Date

Carolyn Rosenbaum Date

James Donovan Date

 3-26-07

Maureen Lantz Date

Rebecca Brown Date

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Linda Donovan

Date

John Donovan, Jr.

Date

Carolyn D. Rosenbaum 03/25/07
 Carolyn Rosenbaum Date

James Donovan

Date

Maurcen Lantz

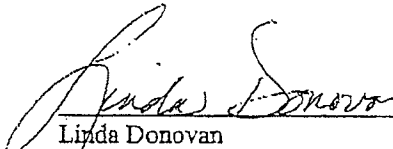
Date

Rebecca Brown

Date

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 3/27/07
 Linda Donovan Date

 John Donovan, Jr. Date

 Carolyn Rosenbaum Date

 James Donovan Date

 Maureen Lantz Date

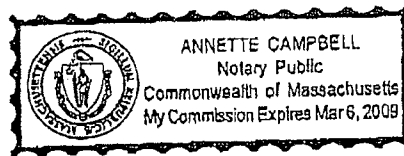
 Rebecca Brown Date

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

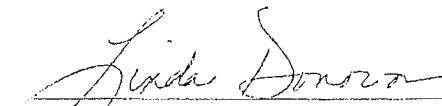
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Linda Donovan, individually and on behalf of her affiliates and/or any entity in which she holds a controlling interest, directly or indirectly (collectively, "Donovan"), with an address of P.O. Box 550, 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

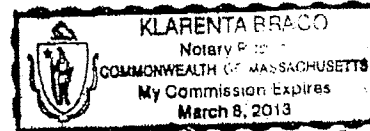
Erney, ss.
MA

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 A

Seagate 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.