

Record and return to:

William M. Pezzoni, Esq.
Mirick O'Connell
1700 West Park Drive
Westborough, MA 01581

This space reserved for Recorder's use only

CONSERVATION RESTRICTION

I, Frederick Daley, Manager of FPK Realty LLC ("FPK"), owner of Parcels 1, 2A, and 2B as shown in the plan hereafter noted as Exhibit A, 105 Bartlett Street, Marlborough, Massachusetts 01752, and TBCI, LLC as Trustee of 151 Taylor Realty Trust ("TBCI"), said Trust being the owner of Parcel 2C (see Deed recorded in Middlesex South District Registry of Deeds in Book _____, Page _____, and Plan No. 618 of 2009), with a mailing address c/o The Bulfinch Companies, Inc., 250 First Avenue, Suite 200, Needham, MA 02494, being the owner(s), for our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to the "Town of Littleton acting by and through its Conservation Commission, pursuant to Chapter 40 Section 8C", its permitted successors and assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction (this "Conservation Restriction" or "Restriction") on a parcel of land located in the Town of Littleton, Massachusetts constituting approximately 30.0+/- acres ("Premises"), and more particularly described in *Exhibit B*, the Baseline Documentation Report & Survey (*Exhibit B*) and attached plan entitled "Plan of Land in Littleton Mass., Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas" dated 12/29/08, last revised 10/13/09 attached hereto as *Exhibit A*. For Grantor's title see Middlesex County Registry of Deeds, Book 47402, Page 98.

See Subordination of Mortgage Wells Fargo Bank National Association attached hereto as Exhibit C.

See Baseline Documentation Report Survey attached as Exhibit _B.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition as set forth in Exhibit B, as noted or otherwise allowed herein, in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

- A. **Wildlife & Habitat Protection.** Conservation of the Premises will protect habitat used by a variety of wildlife including, but not limited to, the Blanding's Turtle (*Emydoidea blandingii*). The Premises includes critical nesting habitats and areas of forested wetlands and uplands that provide important migration corridors across the landscape. Migration corridors will provide unimpeded access to and from nesting, hibernating and foraging habitats (e.g., off-site vernal pools). Conservation of the Premises will also protect habitats for a wide variety of wildlife taxa including mammals, birds, other turtle species and snakes, amphibians, and invertebrates. In addition, the Premises and their general vicinity have been delineated by the Division (as that term is hereinafter defined) as BioMap Core Habitat. BioMap Core Habitats are those areas of the Commonwealth of Massachusetts which, if protected, will conserve rare species and exemplary natural communities for the future.

- B. **Nearby Natural Areas.** Adjacent natural areas include extensive palustrine emergent, scrub-shrub and forested wetlands associated with Beaver Brook riparian system as well as forested uplands and open fields. This extensive system of upland forest and wetlands also provides habitat for many native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources on the Premises will contribute to the protection of adjacent habitats and maintain an undeveloped riparian area in perpetuity.

The Premises are adjacent or in close proximity to approximately 216 acres of open space protected in perpetuity by the Littleton Conservation Trust, Societe Generale Fin, and The Nature Conservancy in the Towns of Littleton and Boxborough. In addition, there are approximately 66 acres of Chapter 61 land and 153 acres of open space associated with the Harvard Sportsman's Club. The Beaver Brook ("River") riparian system is a conservation target for protection by numerous land trusts and Town Conservation Commissions along the River. Protection of this riparian system will help sustain the wildlife habitat, groundwater aquifer protection, and protection of a well documented population of the Threatened Blanding's Turtle.

- C. **Scenic Landscape Preservation.** The Premises comprise part of a landscape associated with a natural, environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the 30.0+/- acre Premises, by prohibiting significant alterations to the existing natural character (The issue of natural is not correct since the bulk of this area was a gravel pit.) thereof, will further protect and enhance the area's open space attributes and the ecological value of the hundreds of acres of conservation land and open space in close proximity to the Premises.
- D. **Flood Plain Protection.** Approximately 40% of the Premises lies within the 100-year floodplain of Beaver Brook. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- E. **Water Quality Protection.** Preserving the Premises will provide for groundwater recharge and protect wetland resource areas.
- F. **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Littleton 1996 Open Space and Recreation Plan including the protection of the Town's scenic landscape, the protection of the Town and Region's water resources, and provides extra protection to the Town's most fragile resources. Specifically; (1) the 30-acre premises and adjacent properties are designated as a Scenic Landscape by the Department of Conservation and Recreation's Massachusetts Landscape Inventory Project, (2) the premises are part of an approximately 1400-acre DEP Zone II Wellhead Protection Area for the Littleton Water Department with medium and high yield aquifer production, and (3) the area is mapped by the NHESP as BioMap Core Habitat, Priority Habitat of Rare Species, Estimated Habitats of Rare Wildlife, and will protect open space adjacent to potential and certified vernal habitats. [EOEEA, Particularly if the CR is a charitable deduction, note if the land being protected is identified in any federal, state, regional or local initiatives or policies; i.e., the BioMap, Natural Heritage, Living Waters, etc.]
- G. **Massachusetts Endangered Species Act.** This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit ~~No. 009-136-DEW~~, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") and attached hereto as *Exhibit C* and incorporated herein by this reference ("Permit" or "MESA Permit").

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report & Survey (*Exhibit B*) to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that this Baseline Documentation Report & Survey

provides an accurate representation of the condition of the Premises at the time of granting of this Conservation Restriction and is intended to provide an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. PROHIBITED ACTS AND USES

Subject to the exceptions set forth herein, the Grantor shall neither perform nor allow others to perform the following acts and uses which are prohibited on, above, or below the Premises, except as specifically allowed in Section B.1-B.6. below:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on or above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation, unless these activities are in accordance with a habitat management plan or required for continued maintenance of utilities or drainage, as approved in writing by the NHESP;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
7. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
8. Conveyance of a part or portion of the Premises alone other than a specific conveyance of Lot 1, 2A, 2B or 2C (individually or collectively) as shown on Exhibit A, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards further building or development requirements on any other parcel, other than Parcels 1, 2A, 2B or 2C, individually or collectively with one another where it may be utilized towards calculations of open space, green space and other zoning or regulatory calculations in conjunction with the development of said parcels, so long as there is no construction on the Premises other than as allowed herein; and in the case of Parcel 2C it may be utilized in conjunction with the development of the adjacent parcel presently owned by 151 Taylor Realty Trust (Assessor's Map R10 14, shown as lot 1 on Plan No. 564 of 1987 and Exhibit A). Said use as excepted, being for calculation of open space, green space and/or the calculation of floor area, ratio or similar lot coverage provisions, pursuant to municipal or state building and zoning regulations.
9. The use of the Premises for more than a *de minimus* commercial recreation, business or industrial use of the Premises, except as permitted in paragraph 8 above.

Any other use of the Premises or activity thereon which is substantially inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction;

B. RESERVED RIGHTS AND EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES

Notwithstanding paragraph A above, the Grantor reserves the right to conduct or permit uses, including but not limited to the following activities and uses on the Premises, but in the case of uses and activities described in Paragraph 1 below, only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation interests:

1. Permitted Acts on the Premises

- a) Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
- b) Woodland & Vegetation Management. With the prior written permission of the Grantee and Division and in accordance with generally accepted forest management practices, removing of brush, selective *de minimus* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises as documented in the Baseline Report, including vistas, emergency access roadways, woods roads, fence lines and trails and meadows
- c) Non-native flora. With the written permission of the Grantee and Division, the removal of non-native or invasive flora and interplanting of indigenous species;
- d) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes of this Restriction;
- e) Wildlife Habitat Management. With the written permission of the Grantee and Division, measures designed to restore, maintain, enhance or otherwise manage biotic communities and/or habitats for native species, rare species, and/or species listed pursuant to the MA Endangered Species Act (MGL c131A) and implementing regulations (321 CMR 10.00) that can include, but is not limited to, selective planting or removal of native vegetation, forestry, modification of soils, and prescribed burning of vegetation;
- f) Trails. The marking, clearing, mowing, and/or maintenance of footpaths and woods roads existing and shown in the Baseline Documentation Report & Survey (*Exhibit B*);
- g) Creation of New Trails. With the written permission of the Grantee and Division, creation of new passive recreation trails;
- h) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity, directional signs on Lot 2C adjacent to Monarch Drive, and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values provided such signs do not specifically reference species on the MA Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) by scientific or common name or provide the actual location of said species. Signs may use generalized terms such as "Sensitive Ecological Community," "wildlife habitat", "rare animal habitat" or other generalized terms.
- i) Hunting, Trapping and Fishing: Hunting, trapping and fishing are permitted on the premises subject to all applicable laws, bylaws, regulations and authorities;
- j) All rights reserved in paragraph II A.8, herein above.
- k) MESA Conservation and Management Permit (*Exhibit C*). All actions and activities required or authorized by Grantor, Grantee, and /or the Division in the Permit.

2. Permitted Acts in Drainage Area 1, 2, and 3 as shown on the Plans.

The construction, installation, and/or maintenance of drainage structures required for the development or redevelopment of Parcels 2A and 2B collectively or individually. Said drainage areas 1, 2 and 3 may be used in perpetuity for the drainage required for the development or redevelopment of Parcels 2A and Parcel 2B. Prior to the construction or replacement of said drainage structures, the design plan for said structures shall be approved in writing by the Division in accordance with the Permit, which approval may not be unreasonably withheld or

delayed.

3. Permitted Acts in Septic Area 1 and 2 as shown on the Plans
The construction, installation, and/or maintenance of septic systems required for the development or redevelopment of Parcels 2A and 2B collectively or individually. Said septic areas 1 and 2 may be used in perpetuity for the septic requirements for the development or redevelopment of Parcels 2A and 2B. Prior to the construction or replacement of said septic systems, the design plan for said systems shall be approved in writing by the Division in accordance with the Permit, which approval shall not be unreasonably withheld or delayed.
4. Permitted Acts on Emergency Roadway Easement as shown on the Plans
 - a) The construction, maintenance, and/or reconstruction of an unpaved emergency access roadway as required by the Town of Littleton so long as same is approved in writing by the Division in accordance with the Permit. The Grantor must maintain a locked gate system for this Emergency Roadway and in no event may this roadway be opened for vehicular access except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) or vehicular traffic associated with a public safety event in carrying out their lawful duties.
 - b) The construction, installation, and/or maintenance of underground utilities in accordance with the Permit.
5. Permitted Acts in Utility Easement located within Parcel 2C as shown on the Plans
The construction, installation, and/or maintenance of underground utilities in accordance with the Permit.
6. Permitted Acts on the 20' Buffer (measured from the edge of Parcels 2B and 2C) adjacent to Monarch Drive located within Parcels 2B and 2C as shown on the Plans as a Temporary Construction and Maintenance Agreement.
Grading and/or temporary disturbances required for the maintenance and/or reconstruction of Monarch Drive provided these acts do not result in impervious surfaces unless work resulting in impervious surfaces is approved in writing by the Division.

The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then-current Zoning, the Wetlands Protection Act, the MA Endangered Species Act (MGL c131A), and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position of whether such permit should be issued.

C. NOTICE AND APPROVAL

Whenever notice to or approval by Grantee and/or Division is required under the provisions of paragraphs II, A or B, Grantor shall notify Grantee and/or Division in writing not less than 30 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MA Endangered Species Act Tracking Number and/or Conservation and Management Permit number (if applicable), and any other material aspect of the proposed activity in sufficient detail to permit the Grantee and/or Division to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee and/or Division's approval is required, Grantee and/or Division shall grant or withhold approval in writing within 30 days of receipt of Grantor's request. Said approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee and/or Division to respond in writing within 30 days shall be deemed to constitute approval by Grantee and/or Division of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 30 days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE AND DIVISION

A. LEGAL AND INJUNCTIVE RELIEF

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of

this Conservation Restriction. Grantee shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

This Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division. If the Division in its sole discretion determines that Grantee is not taking satisfactory action to monitor and/or enforce this Conservation Restriction, the Division shall give written notice to Grantee of said unsatisfactory monitoring and/or enforcement and the reasons therefor, and Grantee shall have 30 days in which to take action satisfactory to the Division to monitor and enforce this Conservation Restriction. If the Division in its reasonable discretion subsequently determines that the Grantee has failed to take satisfactory action within said 30-day period following written notice from the Division, the Division may monitor and undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief, that the Division determines are reasonably necessary or appropriate to effect such corrections of any violations and/or to otherwise enforce the terms and provisions of this Conservation Restriction as provided herein.

If the Division in its reasonable discretion determines that immediate legal or other action is necessary to protect the Premises against injury or harm, the Division may waive this notice and 30-day Grantee response time period and take whatever legal and other action the Division reasonably deems as necessary or appropriate to protect the resources on the Premises.

Grantor covenants and agrees to reimburse to Division all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. NON-WAIVER

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. DISCLAIMER OF LIABILITY

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the Grantee or its agents pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.

D. ACTS BEYOND THE GRANTOR'S CONTROL

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

IV. ACCESS

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine

compliance herewith, of enforcing this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all reasonable actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to have a survey of boundary lines conducted at the Grantee's expense. This Conservation Restriction in no way limits, amends or alters the legal authority of the Division to access the property of the Grantor, its successors and assigns.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph V.B, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. PROCEEDS. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

C. GRANTOR/GRANTEE COOPERATION REGARDING PUBLIC ACTION

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. RUNNING OF THE BURDEN

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. EXECUTION OF INSTRUMENTS

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. RUNNING OF THE BENEFIT

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable only for violations occurring during its period of ownership, or for any transfer, if in violation. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. The Grantee will consider amendments to correct an error or oversight, to clarify an ambiguity, or in circumstances where in granting an amendment there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Middlesex Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Middlesex Registry of Deeds.

XII. RECORDATION

The Grantee shall record this instrument in timely fashion in the Middlesex Registry of Deeds.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: FPK Realty LLC and TBCI, LLC, Trustee of 151 Taylor Realty Trust
105 Bartlett Street C/o The Bulfinch Companies, Inc.
Marlborough, MA 01752 250 First Avenue, Suite 200
Attn: Frederick Daley Needham, MA 02494

To Grantee: Conservation Agent
Town of Littleton
37 Shattuck Street
Littleton, MA 01460

To the Division: Natural Heritage Endangered Species Program
Mass. Division of Fisheries & Wildlife
North Drive, Route 135
Westborough, MA 01581

or to such other address as any of the above parties from time to time shall designate by written notice to each other.

XIV. GENERAL PROVISIONS

A. CONTROLLING LAW

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. SEVERABILITY

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. PRE-EXISTING PUBLIC RIGHTS. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. SUBORDINATION OF MORTGAGE: The Grantor shall record at the appropriate Middlesex County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any

mortgage, promissory note, loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Property.

XV. ATTACHMENTS

- Exhibit A Plans showing area to be protected subject to Conservation Restriction with area(s) labeled at "Conservation Restriction Area"
- Exhibit B Baseline Documentation Report and Survey
- Exhibit C MESA Conservation & Management Permit

GRANTING OF CONSERVATION RESTRICTION AS TO PARCELS 1, 2A, AND 2B

WITNESS my hand and seal this _____ day of _____, 2010.

Name: Fredrick Daley Manager of FPK Realty, LLC

Signature: _____

[Name(s) & signatures of ALL owners]

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared Fredrick Daley, proved to me through satisfactory evidence of identification which was _____ to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

Notary Public

My commission expires: _____

GRANTING OF CONSERVATION RESTRICTION AS TO PARCEL 2C

WITNESS my hand and seal this _____ day of _____, 2010.

Name: Eric D. Schlager President of TBCI, LLC,
Trustee of 151 Taylor Realty Trust

Signature: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared Eric D. Schlager, proved to me through satisfactory evidence of identification which was _____ to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

Notary Public

My commission expires: _____

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by _____ this _____ day of _____, 20__.

By: _____

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

Notary Public

My commission expires: _____

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Littleton, Middlesex County, Massachusetts, hereby certify that at a meeting duly held on _____, 2010, the Select Board voted to approve the foregoing Conservation Restriction to the _____ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL

Notary Public

My commission expires: _____

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Littleton has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2010

Ian A. Bowles
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared Ian A. Bowles proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

SEAL

Notary Public

My commission expires: _____

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the Town of Littleton acting through its Conservation Commission by Frederick Daley is acknowledged this _____ day of _____, 2010. The MA Division of Fisheries and Wildlife (DFW) acknowledges the reserved rights and obligations of the Division set forth herein.

_____,
Wayne MacCallum, Director or Jack Buckley

Date: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as _____ of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

SEAL

Notary Public

My commission expires: _____

Exhibit A

The land in Littleton, Massachusetts, consisting of approximately 30.0+/- acres of land and being a portion of Grantor's land and further described as Conservation Restriction Easement Areas A, B, C, D, E, F and G as shown on the plan entitled "Plan of Land in Littleton, Mass., showing Conservation Restriction Areas, Drainage Areas and Septic Areas and the Legal Descriptions attached hereto.

Said land is subject to and has the benefit of easement, restrictions and encumbrances of record.

Plan of Land in
LITTLETON, MASS.

City Engineering, Inc.
City of Littleton, Land Surveyors
601 Salem Street
Waltham, MA 01880
Telephone: 781-246-2800
Facsimile: 781-246-2505
www.cityeng.com
Scale: 1" = 80'
0' 0" 80' 160' 240'
DECEMBER 28, 2008

Showing Conservation Restriction Easement Areas,
Drainage Areas, and Septic Areas

NO.	DESCRIPTION	DATE
1	Original Plan	07/17/2008
2	Amended Plan	07/17/2008
3	Final Plan	12/28/2008
4	As Shown	12/28/2008
5	As Shown	12/28/2008

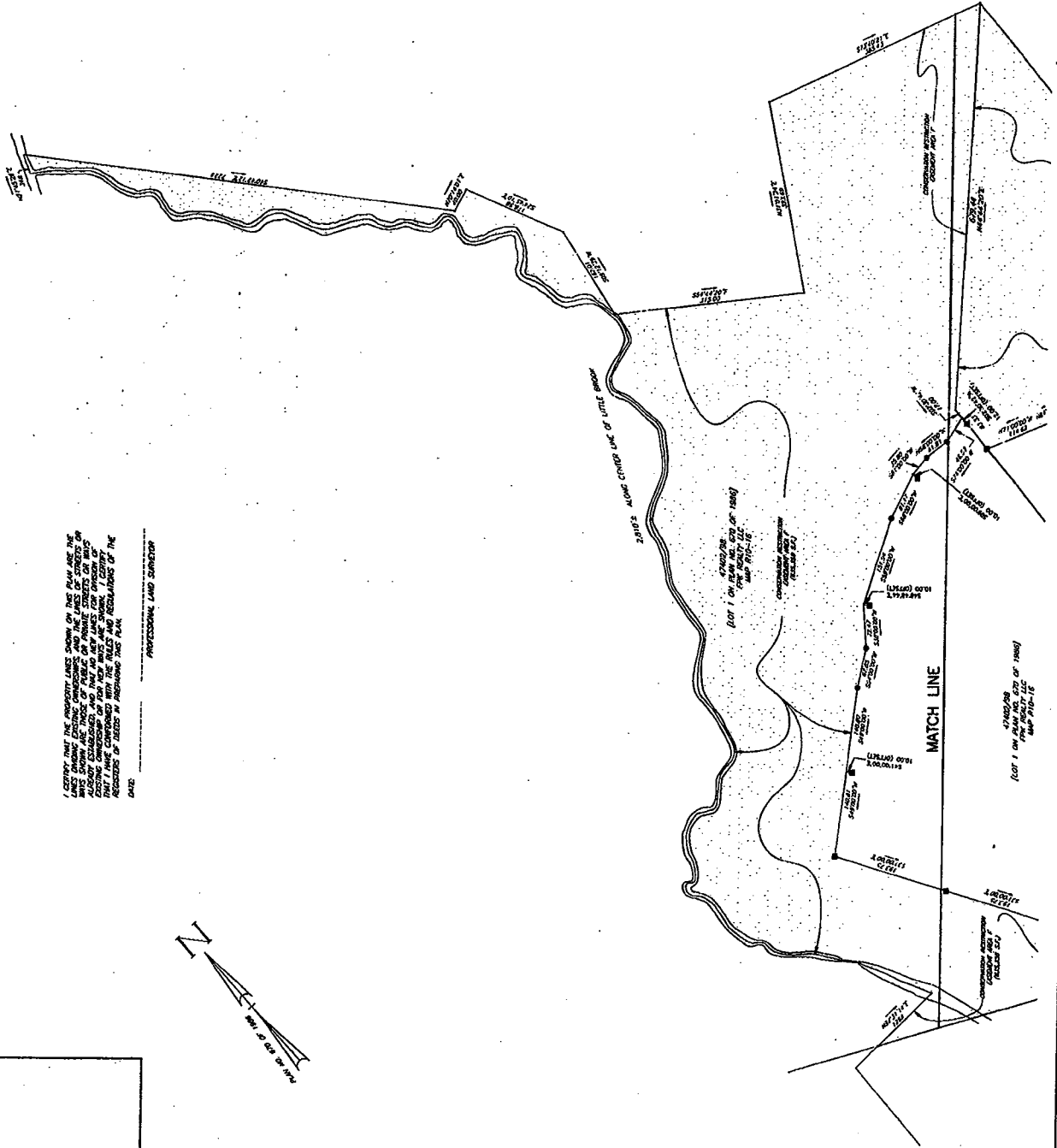
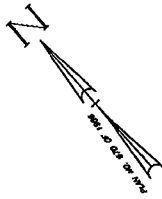
CURRENT OWNERSHIP
OWNER: THE REALTY, LLC
2008 RECORDING BOOK 2742, PAGE 88
PLAN 171027080
MIDDLESEX SOUTH DISTRICT, RECORDS OF DEEDS
MAP 10-16-14

ZONE: INDUSTRIAL A (I-A)
MINIMUM LOT AREA = 50,000 SQ. FT.
MINIMUM LOT FRONTAGE = 100 FEET
MINIMUM FRONT SETBACKS
FRONT = 20 FEET
SIDE = 20 FEET
REAR = 20 FEET

LOT SHOWN (160,000) ± SQ. FT.
± 10 PERCENTER IN AREA

LEGEND OF ABBREVIATIONS
(R) - Found; accurately located
C - Contour Interval
D - Drainage Area
S - Septic Area
47402708 - 171027080
Address: South District Registry of Deeds

I HEREBY CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAN AND THE LINES THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF MASSACHUSETTS. I HAVE REVIEWED THE RECORDS OF DEEDS IN CONNECTION WITH THIS PLAN AND HAVE FOUND NO DISCREPANCIES THEREIN.
DATE: _____
PROFESSIONAL LAND SURVEYOR



Legal Description of Conservation Restriction Easement Area A

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area A" on "Plan of Land in Littleton, Mass." by Hayes Engineering, Inc. "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, last revised on August 19, 2009, located on Parcel 2A as shown on a Plan by Hayes Engineering, Inc. dated March 26, 2008, revised April 28, 2008, described as follows:

Beginning at the southeasterly corner of the easement herein described at a point on the common lot line of Parcels 2A & 2B; thence running

S52°00'00"W along the common lot line of Parcels 2A & 2B a distance of 63.11 feet; thence turning and running

N59°00'00"W a distance of 39.09 feet; thence turning and running

N15°00'00"W a distance of 387.02 feet; thence turning and running

N53°00'00"W a distance of 49.44 feet; thence turning and running

N78°00'00"W a distance of 75.46 feet; thence turning and running

N84°00'00"W a distance of 32.82 feet; thence turning and running

N71°00'00"W a distance of 114.62 feet to point on the common lot line of Parcels 2A & 1; thence turning and running

N02°30'42"E along the common lot line of Parcels 2A & 1 a distance of 83.33 feet; thence turning and running

N44°44'20"E along the common lot line of Parcels 2A & 1 a distance of 679.44 feet to land now or formerly of 151 Taylor Realty Trust; thence turning and running

S02°30'42"W along land now or formerly of 151 Taylor Realty Trust a distance of 1008.14 feet to the point of beginning.

Containing an area of 228,335 Square Feet.

Legal Description of Conservation Restriction Easement Area B

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area B" on "Plan of Land in Littleton, Mass." by Hayes Engineering, Inc. "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, last revised on August 19, 2009, located on Parcel 2B as shown on a Plan by Hayes Engineering, Inc. dated March 26, 2008, revised April 28, 2008, described as follows:

Beginning at the northwesterly corner of the easement herein described at a point on the common lot line of Parcels 2A & 2B; thence running

N52°00'00"E along the common lot line of Parcels 2A & 2B a distance of 63.11 feet to land now or formerly of 151 Taylor Realty Trust; thence turning and running

N67°04'42"E along land now or formerly of 151 Taylor Realty Trust a distance of 49.90 feet; thence turning and running

N64°39'47"E along said land a distance of 102.90 feet; thence turning and running

N65°18'44"E along said land a distance of 138.28 feet; thence turning and running

S64°35'03"E along said land a distance of 135.00 feet; thence turning and running

S77°05'55"E along said land a distance of 153.81 feet; thence turning and running

S72°00'00"W a distance of 179.61 feet; thence turning and running

N89°00'00"W a distance of 330.13 feet; thence turning and running

S59°00'00"W a distance of 67.28 feet; thence turning and running

N59°00'00"W a distance of 32.22 feet to the point of beginning.

Containing an area of 44,214 Square Feet.

Legal Description of Conservation Restriction Easement Area C

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area C" on "Plan of Land in Littleton, Mass." by Hayes Engineering, Inc. "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, last revised on August 19, 2009, located on Parcel 2B as shown on a Plan by Hayes Engineering, Inc. dated March 26, 2008, revised April 28, 2008, described as follows:

Beginning at the westerly corner of the easement herein described at a point on the northerly sideline of Monarch Drive; thence running

N49°40'37"E a distance of 150.88 feet; thence turning and running

S88°00'00"E a distance of 111.37 feet; thence turning and running

N79°00'00"E a distance of 177.23 feet; thence turning and running

N30°00'00"E a distance of 34.39 feet; thence turning and running

N06°00'00"W a distance of 71.27 feet; thence turning and running

N17°00'00"W a distance of 122.52 feet; thence turning and running

N09°00'00"E a distance of 36.42 feet; thence turning and running

N48°00'00"E a distance of 31.48 feet; thence turning and running

N88°00'00"E a distance of 388.84 feet; thence turning and running

N59°00'00"E a distance of 40.85 feet; thence turning and running

N88°00'00"E a distance of 92.60 feet; thence turning and running

S71°00'00"E a distance of 35.28 feet to a point on the common lot line of Parcels 2B & 2C; thence turning and running

S42°17'20"W along the common lot line of Parcels 2B & 2C a distance of 434.88 feet; thence turning and running

S47°42'40"E along said common lot line a distance of 210.00 feet to a point on the northerly sideline of Monarch Drive; thence turning and running

S42°17'20"W along said sideline a distance of 104.18 feet; thence running

Southwesterly along said sideline with a curve turning to the right having an arc length of 278.34 feet, on a radius of 250.00 feet; thence turning and running

N73°15'05"W along said sideline a distance of 378.46 feet; thence running

Northwesterly along said sideline with a curve turning to the right having an arc length of 49.74 feet, on a radius of 225.00 feet; thence running

N60°35'10"W along said sideline a distance of 62.10 feet; thence running

Northwesterly along said sideline with a curve turning to the right having an arc length of 38.13 feet, on a radius of 105.00 feet to the point of beginning.

Containing an area of 295,285 Square Feet.

Legal Description of Conservation Restriction Easement Area D

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area D" on "Plan of Land in Littleton, Mass." by Hayes Engineering, Inc. "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, last revised on August 19, 2009, located on Parcel 2C as shown on a Plan by Hayes Engineering, Inc. dated March 26, 2008, revised April 28, 2008, described as follows:

Beginning at the southerly corner of the easement herein described at a point on the northerly sideline of Monarch Drive at the common lot line of Parcels 2B & 2C; thence running

N47°42'40"W along the common lot line of Parcels 2B & 2C a distance of 210.00 feet; thence turning and running

N42°17'20"E along the common lot line of Parcels 2B & 2C a distance of 412.86 feet; thence turning and running

S81°23'30"E a distance of 122.51 feet; thence turning and running

S76°04'30"E a distance of 122.79 feet to a point on the northerly sideline of Monarch Drive; thence turning and running

S42°17'20"W along said sideline a distance of 539.14 feet to the point of beginning.

Containing an area of 100,657 Square Feet.

Legal Description of Conservation Restriction Easement Area E

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area E" on "Plan of Land in Littleton, Mass." by Hayes Engineering, Inc. "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, last revised on August 19, 2009, located on Parcel 2C as shown on a Plan by Hayes Engineering, Inc. dated March 26, 2008, revised April 28, 2008, described as follows:

Beginning at the southerly corner of the easement herein described at a point on the northerly sideline of Monarch Drive; thence running

N76°04'30"W a distance of 146.25 feet; thence turning and running

N81°23'30"W a distance of 97.71 feet to a point on the common lot line of Parcels 2B & 2C; thence turning and running

N42°17'20"E along the common lot line of Parcels 2B & 2C a distance of 78.27 feet to land now or formerly of 151 Taylor Realty Trust; thence turning and running

S76°48'11"E along land now or formerly of 151 Taylor Realty Trust a distance of 45.91 feet; thence turning and running

S89°27'38"E along said land a distance of 24.05 feet; thence turning and running

S77°45'47"E along said land a distance of 43.94 feet; thence turning and running

S84°29'48"E along said land a distance of 22.43 feet; thence turning and running

S76°27'28"E along said land a distance of 109.43 feet to a point on the northerly sideline of Monarch Drive; thence turning and running

S42°17'20"W along the northerly sideline of Monarch Drive a distance of 81.00 feet to the point of beginning.

Containing an area of 16,465 Square Feet.

Legal Description of Conservation Restriction Easement Area F

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area F" on "Plan of Land in Littleton, Mass.", by Hayes Engineering, Inc., "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, and last revised on August 19, 2009, located on Lot 1 on Plan No. 670 of 1986, described as follows.

Beginning at the southeasterly corner of the Area herein described at a point on the Boxborough and Littleton Town Line; thence running

N64°36'23"W along said Town Line a distance of 665.75 feet to a point on the boundary line of Lot 1 as shown on Plan No. 670 of 1986; thence turning and running

N87°31'14"E along the boundary line of Lot 1 as shown on Plan No. 670 of 1986 a distance of 126 feet, more or less; thence turning and running

Northerly and northwesterly along the center line of Little Brook on the boundary line of Lot 1 as shown on as shown on Plan No. 670 of 1986 a distance of 2,810 feet, more or less; thence turning and running

N21°45'28"E along the boundary line of Lot 1 as shown on Plan No. 670 of 1986 a distance of 34 feet, more or less; thence turning and running

S40°42'12"E along said boundary line a distance of 722 feet, more or less; thence turning and running

N70°14'01"E along said boundary line a distance of 40.00 feet; thence turning and running

S24°45'10"E along said boundary line a distance of 176.98 feet; thence turning and running

S09°12'39"W along said boundary line a distance of 162.01 feet; thence turning and running

S54°44'20"E along said boundary line a distance of 315.00 feet; thence turning and running

N31°01'24"E along said boundary line a distance of 323.69 feet; thence turning and running

S73°40'21"E along said boundary line a distance of 385.43 feet; thence turning and running

S44°44'20"W along said boundary line a distance of 679.44 feet; thence turning and running

S02°30'42"W along said boundary line a distance of 17.00 feet; thence turning and running

S74°00'00"W a distance of 46.52 feet; thence turning and running

N88°00'00"W a distance of 41.81 feet; thence turning and running

S81°00'00"W a distance of 35.80 feet; thence turning and running

S68°00'00"W a distance of 81.17 feet; thence turning and running
S59°00'00"W a distance of 151.94 feet; thence turning and running
S38°00'00"W a distance of 72.47 feet; thence turning and running
S54°00'00"W a distance of 67.85 feet; thence turning and running
S49°00'00"W a distance of 281.61 feet; thence turning and running
S31°00'00"E a distance of 387.50 feet; thence turning and running
S42°00'00"E a distance of 74.70 feet; thence turning and running
S68°00'00"E a distance of 79.27 feet; thence turning and running
S82°00'00"E a distance of 98.03 feet; thence turning and running
S40°00'00"E a distance of 93.34 feet; thence turning and running
S25°23'37"W a distance of 73.82 feet to the point of beginning.
Containing an area of 635,358 Square Feet.

Legal Description of Conservation Restriction Easement Area G

A certain easement located in the Town of Littleton, County of Middlesex, Commonwealth of Massachusetts, shown as "Conservation Restriction Easement Area G" on "Plan of Land in Littleton, Mass." by Hayes Engineering, Inc. "Showing Conservation Restriction Easement Areas, Drainage Areas, and Septic Areas", dated December 29, 2008, last revised on August 19, 2009, located on Parcel 2B as shown on a Plan by Hayes Engineering, Inc. dated March 26, 2008, revised April 28, 2008, described as follows:

Beginning at the northeasterly corner of the easement herein described at a point on the common lot line of Parcels 2B & 2C at land now or formerly of 151 Taylor Realty Trust; thence running

S42°17'20"W along the common lot line of Parcels 2B & 2C a distance of 78.27 feet; thence turning and running

N81°23'30"W a distance of 40.00 feet; thence turning and running

N56°00'00"E a distance of 97.52 feet to land now or formerly of 151 Taylor Realty Trust; thence turning and running

S77°05'55"E along land now or formerly of 151 Taylor Realty Trust a distance of 8.06 feet; thence turning and running

S76°48'11"E along land now or formerly of 151 Taylor Realty Trust a distance of 3.60 feet to the point of beginning.

Containing an area of 1,719 Square Feet.

EXHIBIT C

Subordination of Mortgage

I/we, The undersigned, Present holder(s) of a mortgage on property located at Monarch Drive, Littleton, Massachusetts ("Premises") from FPK Realty, LLC to Wells Fargo Bank, National Association dated February 21, 2008 and recorded with Middlesex Registry of Deeds in Book 50759, Page 3, approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering a portion of the Premises, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said Wells Fargo Bank, National Association has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by

_____ its Vice President this _____ day of _____, 2010.

Wells Fargo Bank, National Association

by:

_____, 2010

[Attach acknowledgement certificate here]

COMMONWEALTH OF MASSACHUSETTS

, ss:

On this _____ day of _____, 2010, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: