

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
ASSESSING OFFICIALS' RESPONSE TO EXEMPTIONS/
TAX CREDITS/DEFERRAL APPLICATION**

Property for which Exemption/Tax
Credit/Deferral is claimed:

NOTE: "CU PARTNER" STANDS FOR "CIVIL UNION PARTNER"

STEP 1 NAME AND ADDRESS	PROPERTY OWNER'S LAST NAME Fowler		FIRST NAME Reese		INITIAL A.	
	PROPERTY OWNER'S LAST NAME		FIRST NAME		INITIAL	
	MAILING ADDRESS PO Box 281					
	CITY/TOWN Seabrook		STATE NH		ZIP CODE 03874	
	PROPERTY ADDRESS FOR WHICH EXEMPTION/CREDIT/DEFERRAL IS CLAIMED 77 South Main St					
STEP 2 EXEMP- TIONS/ TAX CRED- ITS/ DEFER- RAL	CITY/TOWN TAX MAP # 15		BLOCK # 126		LOT #	
	VETERANS' TAX CREDIT					
	<u>Granted/Denied</u> <u>Date</u>					
	<input type="checkbox"/>	Veterans' Tax Credit \$50 minimum (to \$500)		Amount \$	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	Service Connected Total & Permanent Disability \$700 minimum to \$2000		Amount \$	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	Surviving Spouse/CU Partner of Veteran Who Was Killed or Who Died on Active Duty \$700 minimum (to \$2000)		Amount \$	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	Review Discharge Papers (ei: Form DD214), Form #				
	<input type="checkbox"/>	Other Information				
	VETERANS' EXEMPTION					
	<u>Granted</u> <u>Denied</u> <u>Date</u>					
<input type="checkbox"/>	Total Exemption		<input type="checkbox"/>	(a) Veteran		
			<input type="checkbox"/>	(b) Surviving Spouse/CU Partner		
APPLICABLE ELDERLY AND DISABLED EXEMPTION (OPTIONAL) INCOME AND ASSET LIMITS						
Income Limits		Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category		
Single	\$		\$ 38,000	65 - 74 years of age	\$	160,000
Married	\$		\$ 58,000	75 - 79 years of age	\$	170,000
Asset Limits				80 + years of age	\$	200,000
Single	\$		\$ 250,000			
Married	\$		\$ 250,000			
OTHER EXEMPTIONS						
				<u>Granted</u> <u>Denied</u> <u>Date</u>		
<input checked="" type="checkbox"/>	Elderly Exemption	Amount \$	200,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Disabled Exemption	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Improvements to Assist the Deaf	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Improvements to Assist Persons with Disabilities	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Blind Exemption	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Deaf Exemption	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Solar Energy Systems Exemption	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Woodheating Energy Systems Exemption	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Wind-Powered Energy Systems Exemption	Amount \$		<input type="checkbox"/>	<input type="checkbox"/>	
Elderly & Disabled Tax Deferral						
<input type="checkbox"/>	Elderly and Disabled Tax Deferral		Amount \$		<input type="checkbox"/>	<input type="checkbox"/>
For Deferrals: This page must be returned to the property owner after approval or denial on or before July 1st following the date of Notice of Tax under RSA 72:1-d by first class mail. (RSA 72:34,IV)						
STEP 3 COM- MENTS/ NOTES	Municipal Comments/Notes					
STEP 4 SIGNA- TURES	Selectmen/Assessor(s) Printed Name		Signature of Selectmen/Assessor(s) in ink		Date	
	Ella Brown, Chairman					
	Aboul B. Khan					
	Theresa Kyle					
APPEAL PROCEDURE	If an application for a property tax exemption or tax credit is denied, an applicant may appeal in writing on or before September 1st following the date of notice of tax under RSA 72:1-d to the New Hampshire Board of Tax and Land Appeals (BTLA) or to the Superior Court. Example: If you were denied an exemption from your 2013 property taxes, you have until September 1, 2014, to appeal. Forms for appealing to the BTLA may be obtained from the NH BTLA, 107 Pleasant Street, Concord, NH 03301, their web site at www.nh.gov/btla or by calling (603) 271-2578. Be sure to specify EXEMPTION APPEAL .					

PROPERTY OWNER'S NAME

PROPERTY OWNER'S NAME

TAX MAP/BLOCK/LOT

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS
DUE DATE APRIL 15 PRECEDING THE SETTING OF THE TAX RATE

RECEIVED

MAY - 3 2021

STEP 1 OWNER AND APPLICANT NAME AND ADDRESS		OWNER AND APPLICANT INFORMATION			
		TOWN OF SEABROOK Assessor's Office			
		OWNER <u>South main Seventy seven Trust</u>		If required, is a PA 33 on file? <input type="radio"/> YES <input type="radio"/> NO	
		APPLICANT'S LAST NAME <u>FOWLER</u>		APPLICANT'S FIRST NAME <u>REESE</u>	
		APPLICANT'S LAST NAME <u>FOWLER</u>		APPLICANT'S FIRST NAME <u>REESE</u>	
		MAILING ADDRESS <u>PO Box 281</u>		PHONE NUMBER <u>603 874 1260</u>	
		CITY/TOWN <u>SEABROOK</u>		STATE <u>NH</u>	
		PROPERTY ADDRESS <u>77 South main St.</u>		ZIP CODE <u>03874</u>	
		TAX MAP <u>15</u>		BLOCK <u>126</u>	
		IS THIS YOUR PRIMARY RESIDENCE? <input checked="" type="radio"/> YES <input type="radio"/> NO			
		STEP 2 VETERANS' TAX CREDITS AND EXEMPTION		VETERAN'S INFORMATION	
		1. APPLICANT IS THE:		2. APPLYING FOR:	
		<input type="radio"/> Veteran		<input type="checkbox"/> Veterans' Tax Credit (RSA 72:28) Standard (\$50) / Optional (\$51 up to \$750)	
		<input type="radio"/> Spouse		<input type="checkbox"/> All Veterans' Tax Credit (RSA 72:28-b) If Adopted by Town Standard (\$50) / Optional (\$51 up to \$750)	
		<input type="radio"/> Surviving Spouse		<input type="checkbox"/> Tax Credit for Service-Connected Total Disability (RSA 72:35) Standard (\$700) / Optional (\$701 up to \$4,000)	
				<input type="checkbox"/> Tax Credit for Surviving Spouse (RSA 72:29-a "...of any person who was killed or died while on active duty...")	
				<input type="checkbox"/> Tax Credit for Combat Service (RSA 72:28-c) If Adopted by Town (\$50 up to \$500)	
				<input type="checkbox"/> Certain Disabled Veterans (Exemption) (RSA 72:36-a)	
		3. Veteran's Name <u>[REDACTED]</u>		Dates of Military Service Enter (MMDDYYYY)	
		4. Date of Entry <u>[REDACTED]</u>		5. Date of Discharge/Release <u>[REDACTED]</u>	
		IF A VETERAN OF ALLIED COUNTRY: (RSA 72:32)			
6. Name of Allied Country Served in <u>[REDACTED]</u>		7. Branch of Service <u>[REDACTED]</u>			
9. Does any other eligible Veteran own interest in this property? YES NO If YES, provide name <input type="radio"/> YES <input checked="" type="radio"/> NO <u>[REDACTED]</u>		8. Please Check One. <input checked="" type="radio"/> US Citizen at time of entry into Service <input type="radio"/> Alien but resident of NH at time of entry into Service			
STEP 3 EXEMPTIONS		STANDARD EXEMPTIONS			
		10. <input checked="" type="checkbox"/> Elderly Exemption (Must be 65 years of age on or before April 1 of year for which exemption is claimed) (RSA 72:39-a) (Enter numbers only MMDDYYYY) 10a. Applicant's Date of Birth <u>9-30-34</u> 10b. Spouse's Date of Birth <u>[REDACTED]</u>			
		11. <input type="checkbox"/> Improvements to Assist Persons with Disabilities (RSA 72:37-a)			
		LOCAL OPTIONAL EXEMPTIONS (If adopted by city/town)			
		12. <input type="checkbox"/> Blind Exemption (RSA 72:37) <input type="checkbox"/> Solar Energy Systems Exemption (RSA 72:62)			
		<input type="checkbox"/> Deaf Exemption (RSA 72:38-b) <input type="checkbox"/> Wind-Powered Energy Systems Exemption (RSA 72:66)			
		<input type="checkbox"/> Disabled Exemption (RSA 72:37-b) <input type="checkbox"/> Woodheating Energy Systems Exemption (RSA 72:70)			
		<input type="checkbox"/> Electric Energy Storage Systems Exemption (RSA 72:85)			
		13. <input type="checkbox"/> NH Resident for One Year preceding April 1 in the year in which the tax credit is claimed (Veterans' Tax Credit)			
		<input checked="" type="checkbox"/> NH Resident for Five Consecutive Years (Deaf) or At least Five Years (Disabled) preceding April 1 in the year the exemption is claimed			
		<input checked="" type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1 in the year the exemption is claimed (Elderly Exemption)			
STEP 4 RESIDENCY					
STEP 5 OWNERSHIP		14. Do you own 100% interest in this residence? <input checked="" type="radio"/> Yes <input type="radio"/> No If NO, what percent (%) do you own? <u>[REDACTED]</u>			
STEP 6 SIGNATURES		Under penalties of perjury, I declare that I have examined this document and to the best of my belief the information herein is true, correct and complete.			
		<u>Reese Fowler</u> <u>4/29/21</u> SIGNATURE (IN INK) OF PROPERTY OWNER DATE			
		SIGNATURE (IN INK) OF PROPERTY OWNER DATE			

PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP		BLOCK	LOT	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/>	Veterans' Tax Credit RSA 72:28 (Standard \$50; Optional \$51 up to \$750)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/>	All Veterans' Tax Credit RSA 72:28-b (Standard \$50; Optional \$51 up to \$750)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/>	Tax Credit for Service-Connected Total Disability (Standard \$700; Optional \$701 up to \$4,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/>	Surviving Spouse Tax Credit (Standard \$700; Optional \$701 up to \$2,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/>	Tax Credit for Combat Service pursuant to RSA 72:28-c (\$50 up to \$500)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/>	Review Applicable Discharge Papers Form(s)						
<input type="checkbox"/>	Other Information						

VETERANS' EXEMPTION

☐ Certain Disabled Veterans' Exemption ☐ Veteran ☐ Surviving Spouse GRANTED ☐ DENIED ☐

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category	
Single				65-74 years of age	
Married				75-79 years of age	
Asset Limits				80+ years of age	
Single					
Married					

STANDARD and LOCAL OPTIONAL EXEMPTIONS *(If adopted by the City/Town)*

	AMOUNT	GRANTED	DENIED	DATE
<input checked="" type="checkbox"/> Elderly Exemption	200,000	<input checked="" type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Improvements to Assist Persons with Disabilities		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Blind Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Deaf Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Disabled Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Electric Energy Storage Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Solar Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Woodheating Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Wind-powered Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	

A photocopy of this Form (Pages 1 and 2) or Form PA-35 must be returned to the property owner after approval or denial.

The following documentation may be requested at the time of application in accordance with RSA 72:34, II.

- ☐ * List of assets, value of each asset, net encumbrance and net value of each asset.
- ☐ * Statement of applicant and spouse's income.
- ☐ * Federal Income Tax Form.
- ☐ * State Interest and Dividends Tax Form.
- ☐ * Property Tax Inventory Form filed in any other town.

* Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
<i>Ella Braun, Chairman</i>		
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
<i>Abail B. Khan</i>		
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
<i>Theresa Kyle</i>		
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE
PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	DATE

REQUIREMENTS, CONDITIONS, AND INSTRUCTIONS
OPTIONAL ADJUSTED ELDERLY EXEMPTION
FOR THE TOWN OF SEABROOK, NH

RECEIVED

MAY - 3 2021

Town of Seabrook
Assessor's Office

Please fill out each area carefully. Please make certain that you sign at the end of the form in the signature area provided. All financial documents and bank statements must be included with application.

1) Personal Information

Applicant's name(s): Reese Fowler / South main Seventy seven TRUST.

Mailing address: P.O. BOX 281, 77 South main st.

Marital status: married: _____ single: _____ Widow(er): ☒

Residence owned: solely: _____ joint tenants: _____ w/other(s) _____ Trust: ☒ Life estate _____

Number of years owned residence: _____ I have been a legal resident of NH since: 1934

Date of birth: 9-30-34 Age: 86 Spouse's date of birth: _____ Age: _____

Do you own real estate other than your occupied NH residence? no (If yes, please attach tax bill)

2) Income Information (yearly amount from last year)

VERIFICATION OF ALL THE FOLLOWING MUST BE SUBMITTED

	Applicant	Applicant's Spouse
a. Social Security:	\$ <u>5148</u>	\$ _____
b. Pension & Retirement	\$ <u>8,808 VA</u>	\$ _____
c. Wages:	\$ _____	\$ _____
d. Rental Income:	\$ _____	\$ _____
e. Other Income:	\$ _____	\$ _____
f. Interest Income	\$ _____	\$ _____
	\$ <u>13,956</u>	\$ <u>13,956.</u> <input checked="" type="checkbox"/>
	Total Income	Total Income
		Total of all Income

Are you required to file an interest and dividends tax return to the State of New Hampshire? no (If yes, please provide a copy of your return)

Are you required to file an IRS tax return? no (If yes, please provide a copy of your most recent federal income tax return. If no, please sign the attached form 8821 authorizing the Town of Seabrook to contact the IRS for verification purposes.)

3. Asset Information

a. Type of property for which exemption is claimed: Single Family ☒ Multi-family ☐

b. If multi-family, in which unit do you reside? _____ What is the living area of your unit? _____

Assets:

Please list all assets owned (self & Spouse)

Savings Accounts or Investments/Certificates: (CD's, stocks, bonds, IRA's, annuities, travel trailers, RV's, boats, antiques, cars, etc.)

YOU MUST SUBMIT VERIFICATION OF THESE AMOUNTS (CURRENT STATEMENTS WITH BALANCES)

Savings Account:	Institution _____	Value \$ _____
Checking Account:	Institution <u>Santander</u>	Value \$ <u>75.73</u>
IRA:	Institution _____	Value \$ _____
CD:	Institution _____	Value \$ _____
Type _____	Institution _____	Value \$ _____
Type _____	Institution _____	Value \$ _____

Estimated yard sale value of furniture, jewelry, furs, antiques, etc \$ 500

Vehicles:

Car make _____	Model _____	Year _____	Mileage _____	Value \$ _____
Car make _____	Model _____	Year _____	Mileage _____	Value \$ _____
Boat make _____	Model _____	Year _____	Mileage _____	Value \$ _____
RV make _____	Model _____	Year _____	Mileage _____	Value \$ _____

Real Estate: Other than your occupied NH Residence

Property type _____	In town & State _____	Value \$ _____
Property type _____	In town & State _____	Value \$ _____

Total of all assets \$ 575.73 ☒

I swear under penalty of perjury, that all the above is correct and accurate accounting of my financial condition to the best of my knowledge. I further authorize any agency or financial institution to release information about me or copies of my records to any agent of the Town of Seabrook Assessor's Office. I release all persons whomsoever from any liability resulting from the release of this information.

Applicant's Signature: Ben Fowler Spouse's Signature: _____ Date: 5-3-2021

Telephone number: 474-2135

(Office use only) Reviewed by GC. [Signature] OK

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
STATEMENT OF QUALIFICATION
For Property Tax Credit or Exemption Under RSA 72:33,V
(to be submitted with Form PA-29)

USE THIS FORM ONLY IF YOUR PROPERTY IS HELD IN A TRUST OR AS A LIFE ESTATE

WHO	To be completed by property owners wishing to establish their status as holding equitable title/the beneficial interest owner of a trust, or holding a life estate in a property.
WHY	Chapter 102, Laws of 1994 has made it possible for a property owner to put their property into a trust or life estate and still be eligible for the property tax credit or exemption for which they were qualified.
WHEN	This completed form shall be submitted with the Permanent Application Form PA-29 (RSA 72:33) for property tax credit or exemption, to the local assessing officials of the City/Town in which such application is filed. The completed Form PA-33 becomes a permanent document and does not need to be refiled unless the status of the trust or life estate is changed or altered.

PLEASE TYPE OR PRINT	LAST NAME	FOWLER	FIRST NAME	REESE	INITIAL	A
	MAILING ADDRESS	77 South Main St				
	CITY/TOWN	SEABROOK	STATE	NH	ZIP CODE	03874
	LOCATION OF PROPERTY:	ADDRESS	77 South Main St SEABROOK			

I am eligible for a property tax credit or exemption against the property for which a Permanent Application Form PA-29, has been made, and do qualify as the owner of the property under 72:29,VI based upon the following: (Please Check One)

- ☒ **Equitable title holder, life interest or beneficial interest owner of a trust.**
If this statement is checked, you must supply a copy of:
(a) a Trust Instrument as defined in RSA 564-B:1-103 (20) OR
(b) a Certification of Trust prepared in accordance with RSA 564-B:10.

- ☐ **Life estate owner.**
If this statement is checked, you must supply a copy of the deed showing the assigned ownership of the life estate.

All documents submitted shall be handled to protect the privacy of the applicant.

Explanation or additional details:

TRUST OK
OK



I certify, under the penalty of perjury, that information I have provided above is true and correct:

Reese Fowler
SIGNATURE (IN INK)

9-5-07
DATE



Nina L. Fowler

December 15, 1940 - September 12, 2020

Seabrook – Nina L. Fowler, 79, a lifelong resident of Seabrook, passed away peacefully on Saturday, September 12, 2020.

She was born on December 15, 1940 in Brentwood a daughter of the late Adna and Nellie (Hamel) Knowles. Raised in Seabrook, she graduated from Amesbury High School with the Class of 1959.

Nina first worked for Barr and Bloomfield and later as a clam shucker all while raising her family. She enjoyed feeding and watching the birds out her window at home.

She shared 60 years of marriage with her husband, Reese Fowler of Seabrook.

In addition to her husband, surviving family members include her children, Nellie Fowler, Deeann Dow and her husband Jerry and Carrie Fowler all of Seabrook; sister, Ruthie Hewlett of Seabrook; grandchildren, David, Reese and Jerry and great grandchildren, David, Brandyn, Kailynn, Ava, Lillian, Reese Jr and Reese. She was predeceased by her son Reese A. Fowler Jr. in 1986.

A graveside service will be held at 10 AM on Thursday, September 17, 2020 in the Wildwood Cemetery, Seabrook. Relatives and friends are respectfully invited. In lieu of flowers, donations may be made to the family in their time of need.

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MAY - 3 2021

Town of Seabrook
Assessor's Office

To Whom It May Concern:

I am asking you to accept my elderly application even though it's a little late because I have had difficulties due to my daughter who handled all of this passing away.

Thank you for your consideration.

Reese Fowler

Refile ~~as single~~
as single AS.

15-126
COPY

DECLARATION OF TRUST
OF
SOUTH MAIN SEVENTY SEVEN REALTY TRUST

DECLARATION OF TRUST made this 10th day of December, 1991, by Nina L. Fowler, of 77 South Main Street, Seabrook, New Hampshire, hereafter whether individual or joint, referred to as "Trustees".

WHEREAS, the Trustees are desirous of establishing a Trust, the purpose of which will be to hold the legal title to real estate in order to manage, protect and conserve the same for the beneficiaries, and

WHEREAS any real estate hereafter acquired by this Trust shall be referred to hereinafter as the "Trust Property".

NOW THEREFORE, the Trustees declare that the Trust Properties held in trust for the following purposes, and subject to the terms, conditions and powers and agreements hereinafter set forth.

ARTICLE I

The Trust shall be designated and known as:

SOUTH MAIN SEVENTY SEVEN REALTY TRUST

ARTICLE II

The entire beneficial interest of this Trust shall be vested in the Schedule of Beneficial Interest this day executed and filed with the Trustees. Any Trustee may, without propriety, be a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee.

ARTICLE III

This Trust shall continue until terminated in the manner hereinafter provided in Article V, or on the sale of the entire Trust Property, or Fifty (50) years from the date of this instrument, or within Twenty-one (21) years after the death of the named Trustees or Successor Trustee, whichever of the foregoing events shall first occur.

Upon the termination of this Trust, the Trust Property shall be distributed to the beneficiaries, as tenants in common, in proportion to their respective interests, free and discharged of all trusts, but subject to any leases, mortgages, contracts or other encumbrances on the Trust Property.

ARTICLE IV

The purposes for which this Trust is formed and the functions to be carried on by the Trustees are to create a Trust for the purpose of holding the record legal title to the Trust Property and to manage, protect and conserve the Trust Property for the benefit of the beneficiaries. Without limiting the powers of the Trustees thereto, they shall have the right to acquire, develop and sell any and all types of real estate as they, in their sole discretion, shall deem to be necessary or proper. They shall have the power to remove, alter, repair or maintain any and all buildings now or hereafter erected upon the Trust Property, to subdivide, build on or construct on any part of the Trust Property, to rent or lease all or any part of the Trust Property at any time and upon such terms and conditions as they may deem advisable and to collect the rents therefrom, to pay any expenses associated with the management and protection of the Trust property, litigation or otherwise, to borrow money in such amount or amounts and upon such terms and conditions as they deem advisable and to give a note or notes therefore signed as Trustees, whether secured or unsecured, and, if secured, in the form of a mortgage or mortgages of the whole or any part of the Trust Property held hereunder, and to give, enter into and sign on behalf of the Trust all legal instruments in furtherance of the above objects, including notes, mortgages, deeds, leases, assignments or other legal instruments; and generally to do all things which in the judgment of said Trustees is necessary, proper, advisable or beneficial to the management of the Trust Property provided, however, that the Trustees shall not, except by their written consent, enter into any personal obligation or liability in dealing with the Trust Property or make themselves liable for any damages, costs, expenses, fines or penalties. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Article VI hereof.

No license of Court shall be required as a condition to the validity of any transaction entered into by the Trustees. No purchaser, transferee, mortgagee, or other lender shall be under any liability to see to the application of the purchase money or of any money loaned or delivered to any Trustee, or to see that the terms of this Trust have been complied with.

ARTICLE V

A. This Trust may be amended by the Trustees (or by an individual Trustee if there be only one), upon the written direction of the beneficiaries. Any such amendment shall be effective when signed under oath by the Trustee or Trustees, setting forth that the same is done under the written direction of the beneficiaries, and duly recorded in the applicable Registry of Deeds and signed by the said Trustee or Trustees and acknowledged in the manner required for recording. Such written direction of the beneficiaries shall not be required to be recorded and a statement of the Trustee or Trustees shall be conclusive that it was upon the written direction of the beneficiaries.

B. This Trust may be terminated at any time by a majority of the beneficiaries notifying the Trustee or Trustees in writing of an intention to terminate this Trust, but the same shall not become effective unless duly recorded by the beneficiaries at the applicable Registry of Deeds, signed by a majority of the Trustees and acknowledged in the manner required for recording.

ARTICLE VI

A. Any person contracting with the Trustee or Trustees, shall look to the Trust Property and not to the individual Trustee or Trustees for payment of any debt, note, bond, debenture, mortgage, contract judgment or decree or any other obligation or of any money that may otherwise become due and payable by reason of the failure on the part of the Trustee or Trustees to perform such contract in whole or in part, or for any other cause.

B. No Trustee shall be liable for anything done or omitted by him in good faith and shall be answerable and accountable for his own individual acts, receipts, neglects and defaults and for those of any other Trustee, but not for any person employed by him, nor for any bank, trust company, broker or other person with whom or into whose hands any monies or securities may be deposited or come, nor for any defect in title of any property acquired, nor for any loss unless it shall happen through his own wilful default, and he shall be entitled to indemnity out of the Trust's Assets against any liability incurred in the execution of the terms or provisions hereof.

C. No person dealing with the Trustee or Trustees as they then appear in the applicable Registry of Deeds, shall be bound to inquire further as to the person or persons who are then the Trustees hereunder. The receipts of the Trustees (or any of them if there be more than one Trustee) for monies or things paid or delivered to him or them shall be effectual discharges to the persons paying or delivering the same, and no persons from whom the Trustees shall receive any money, property or other credit shall be required to see to the application thereof.

ARTICLE VII

A certificate as to who are the Trustees or the beneficiaries hereunder, or as to the existence of any fact or facts which constitute conditions precedent to any action by the Trustees, including, without limiting the generality of the foregoing, a certificate that the Trustees have received the requisite written direction from the beneficiaries, if such certificate is signed by any person who appears to be a Trustee hereunder from the applicable Registry of Deeds shall be conclusive as to all matters contained in said certificate, and any person or corporation dealing with the Trustees or the Trust Property may conclusively rely on such certificate.

ARTICLE VIII

Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded at the applicable Registry of Deeds.

In the event of the death, resignation or inability to act of a Trustee hereunder, causing the said Trust to be without a Trustee, then in such event, a majority of the beneficiaries shall appoint a successor Trustee or Trustees, and an affidavit signed by the said majority of the beneficiaries hereunder, duly recorded with the applicable Registry of Deeds, shall be sufficient and conclusive as to matters contained therein, so long as the same is signed by a majority of the beneficiaries and acknowledged in the manner required for recording, and any person or corporation dealing therewith may conclusively rely upon such certificate.

Any succeeding Trustee shall accept in writing and such writing shall be recorded in the applicable Registry of Deeds and acknowledged in the manner required for recording.

Upon the appointment of any succeeding Trustee, the title to the Trust Property shall thereupon, and without necessity of any conveyance, be vested in such succeeding Trustee either individually or jointly with the remaining Trustee or Trustees. Any succeeding Trustee shall have all the rights and powers as if named as an original Trustee hereof. No Trustee shall be required to furnish bond.

Any change of Trustees hereunder shall not affect any person not having actual notice thereof until a certificate signed and acknowledged as herein provided is recorded, and such certificate shall be conclusive evidence to all persons of any fact therein recited.

The term "Trustee" or "Trustees" when used in this instrument shall include both the singular and plural where the context so requires or permits.

ARTICLE IX

The Trustee or Trustees hereunder shall receive all income, rents or other assets resulting from Trust Property, and shall have full power and authority to invest or reinvest any part or the whole thereof, and to determine all questions regarding reserves, capital and income as they relate to the Trust.

The Trustee or Trustees hereunder shall have full power and authority to acquire additional parcels of real estate or interest therein and to employ such attorneys, agents, clerks or others for the advancement of the purposes of the within Trust.

ARTICLE X

The Trustees shall hold the Trust Property free from any attachments brought against any of the beneficiaries hereunder, whether at law or equity; and no beneficiary shall have the right to mortgage, pledge, assign or alienate in any way his interest or ownership in or to any right hereunder, without having obtained the assent of the Trustee or Trustees, in writing, to do so. In the event of bankruptcy or insolvency proceedings of any beneficiary hereunder, the interest of such beneficiary shall immediately be forfeited and terminated without any further act on the part of the Trust, and the said interest of such beneficiary shall belong to and shall be distributable to the remaining beneficiary or beneficiaries equally.

ARTICLE XI

In the event of the death of the named Trustee, Nina L. Fowler, then in such event, the said Trust shall continue in accordance with the terms and conditions of the said Trust and the Successor Trustee shall be Dee Ann Fowler, of Parkersville Lane, Seabrook, New Hampshire. Said Successor Trustee shall be deemed to have all of the rights and duties as set forth in the within Declaration of Trust. The recording of a certified copy of the death certificate at the applicable Registry of Deeds shall be sufficient and conclusive to establish the right of the Successor Trustee to act forthwith hereunder.

IN WITNESS WHEREOF, the undersigned has set her hand and seal in token of her acceptance of these Trusts, this 10th day of December, 1991.

Witness

Nina L. Fowler, Trustee

STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS

December 10, 1991

Personally appeared the above-named Nina L. Fowler, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained. Before me,

Carolyn S. Pollet
Notary Public
My Commission expires:

COPY

SCHEDULE OF BENEFICIAL INTEREST

SOUTH MAIN SEVENTY SEVEN REALTY TRUST

The beneficiaries under the South Main Seventy Seven Realty Trust are Reese A. Fowler of 77 South Main Street, Seabrook, New Hampshire, a 10/20 undivided interest; and and Nina L. Fowler of 77 South Main Street, Seabrook, New Hampshire, a 10/20 undivided interest.

In the event the said Reese A. Fowler should die, his beneficiary interest shall vest in his estate.

In the event the said Nina L. Fowler should die, her beneficiary interest shall vest in Reese A. Fowler of 77 South Main Street, Seabrook, New Hampshire.

In the event the said Reese A. Fowler and Nina L. Fowler should die at the same time, or as the result of the same accident or disaster, or during a joint illness, or under circumstances that the order of their deaths cannot be ascertained with reasonable certainty, then in any of such events, their beneficiary interests shall vest in their respective estates.

Executed this 10th day of December, 1991

X 
Nina L. Fowler, Trustee

STATE OF NEW HAMPSHIRE

ROCKINGHAM

December 10, 1991

Personally appeared Nina L. Fowler, Trustee of South Main Seventy Seven Realty Trust, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. Before me,


Carolyn S. Pollet
Notary Public
My commission expires: 10/30/96