

DECLARATION OF TRUST
ESTABLISHING THE R&D INVESTMENT TRUST

The undersigned, Raymond Bourque, hereby declares that any and all property and interests in property that may be acquired hereunder ("the Trust Estate") shall be held in trust for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustees" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustees shall be exercised by such person or persons subject to the provisions hereof.

1. The term "Beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustees or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustees. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustees of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustees. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he/she were not a Trustee. This Trust may be referred to as the "R&D Investment Trust" and is intended to be a nominee trust, so-called, for Federal and state income tax purposes.

2. 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 at least annually.

3. The Trustees shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustees shall have full power and authority, which they shall exercise, to buy, deal in and manage the Trust Estate, to sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate (including without limitation the full power and authority to delegate to any person or persons acting singly or together with others and whether or not serving as a Trustee hereunder) full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable (including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note bill, draft or other instrument made, drawn or endorsed in the name of the Trust) and as lessor or as lessee to execute and deliver leases, and subleases, and to borrow money and to execute and deliver notes or other evidence of such borrowing and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate and

to maintain bank accounts in the name of the Trust or Trustees or maintain bank accounts in the name of the beneficiaries. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time including periods extending beyond the date of any possible termination of the trust; and the execution of all contracts, conveyances, transfers and all other instruments relating to the Trust Estate, or any part thereof, by one Trustee within ninety (90) days after he or she becomes the sole Trustee shall always be sufficient. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him/her in any personal liability unless first indemnified to his/her satisfaction. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of paragraph 6 hereof.

4. The Trust may be terminated at any time by the holder or holders of that percentage of the beneficial interests herein specified below by notice in writing to the Trustees and other beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by any Trustee hereunder shall be recorded in the Registry of Deeds and the Trust shall terminate in any event twenty (20) years after the death of the survivor of the original Trustees above named. In case of any such termination, 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 in proportion to their respective interests hereunder. The percentage of the beneficial interests required to terminate the Trust shall not be less than

sixty-six percent (66%).

5. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and delivered to the Beneficiaries. Trustees, to fill a vacancy caused by resignation or death, may be appointed by an instrument or instruments in writing signed by the beneficiary, or a majority of the beneficiaries, as the case may be, whose interest or interests therein was or were represented by such Trustee who resigned or died as shown in the then applicable Schedule of Beneficial Interests provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed, and the acceptance and the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the appointment of any succeeding Trustee, the title of the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as the original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the holder or holders of that percentage of the beneficial interests herein specified below and acknowledged by one or more of such Trustees or beneficiaries, provided in each case that the instrument of amendment or certificate by any Trustee setting forth the terms of such amendment shall be recorded in the Registry of Deeds. The percentage of the beneficial interests required

to amend the Trust shall be not less than sixty-six (66%). Notwithstanding the foregoing, any amendment, which affects, alters or modifies a beneficiary's interest in this trust, shall require consent of said beneficiary.

6. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to 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 or other instrument or document executed or action taken by the Trustees or a majority of the persons appearing of record to be Trustees hereunder 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 Trustee's 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 taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by a majority of beneficiaries as to who is or are the Trustee or Trustees of 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

acts by the Trustees or which are in any other manner germane to the affairs of the Trust.

7. If this Declaration of Trust is recorded or filed for registration in any public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate.

WITNESS the execution hereof under seal by the undersigned as of the 14th day of June 2007.



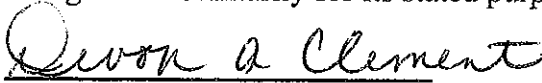
Raymond Bourque by his attorney in fact, Peter G. Shaheen pursuant to a power of attorney of even date.

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

June 14, 2007

Then personally appeared the above named Peter G. Shaheen proved to me through satisfactory evidence of identification, which was a Mass. Driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to be that he signed it voluntarily for its stated purpose.



Notary Public

My commission expires:



R&D Investment Trust

Amended Schedule of Beneficial Interests

<u>Beneficiary</u>	<u>Beneficial Interest</u>
Raymond Bourque	33.33%
David Bourque	33.33%
The Northeast Capital Group, Inc.	33.33%

The terms of said R&D Investment Trust dated June 14, 2007, are hereby approved and the above-named beneficiaries, in consideration of the execution at their request of said Trust by the Trustees therein named, for themselves and their heirs and assigns, said beneficiaries agree with said Trustee (a) to be bound by said Trust, (b) to save said Trustee and his successors and assigns harmless and indemnified from and against all claims and demands of every name and nature which they may suffer or incur by reason of this Trusteeship, unless caused by their willful act or default, and (c) to reimburse said Trustee promptly upon request for all costs and expenses, including their reasonable compensation, incurred or suffered by them.

Witness the execution hereof under seal this 4th day of October 2007.

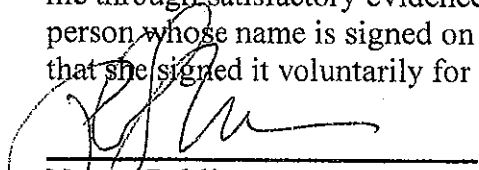

Raymond Bourque, Trustee

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

October 4th, 2007

Then personally appeared the above named Raymond Bourque, Trustee as aforesaid proved to me through satisfactory evidence of identification, which was a Mass. Driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to be that she signed it voluntarily for its stated purpose.



Notary Public

My commission expires: 2-4-2011