

AFFIDAVIT OF GAIL ROSIER
SUPPLEMENTAL DISCLOSURE STATEMENT
& MEMORANDUM

RE: "The Hopkinton Property"

The ownership and value of the Hopkinton property, located in Massachusetts, has been the subject of controversy, contention, misunderstanding, and is the nexus of all underlying all of the legal action against Gail Rosier. Gail, unfortunately never really understood the fundamental mechanics or details of the transaction of the purchase of the property that was orchestrated by her late husband, who in retrospect after the evidence is examined, was extremely careless and negligent in his structuring of their investment in a fractional interest as beneficiary of the residential property in this transaction. Peter Rosier had several disparate goals in this transaction: (a) helping his first (ex) wife with sufficient additional funds for her to purchase a home in which she could live, and (b) for their portion of the [marital] funds advanced to serve as an investment for the benefit of Gail's children's future college education expenses.

This forensic examination and memorandum , will clearly illustrate the nature of the transaction, and present the chain of documentation and how was easily misunderstood, as well as the value overinflated by Jeffrey Strobel.

As, the Hopkinton Property is the subject of a 3/16/2009 court order that is inherently and legally unenforceable due to the specific incumbent facts regarding this subject property, that were nebulous and unexposed to both Gail Rosier, as well as the court. Without such intimate knowledge of the transaction details, as Gail's late husband made most of the financial arrangements within his very complex estate and web of trusts and IRA's, Gail originally made erroneous presumptions about value, ownership, control etc. based of her late husbands mutual arrangements with her regarding their set-aside of funds for her children's future

college education, that was unknown to her until discovery of subpoenaed records in her probate action in Arizona¹ against the estate, the estate attorney, and her ex-step-children as executors of the estate².

Additionally, the Hopkinton property is the sole subject matter and source of not only the erroneous and unenforceable court order directing her to "**liquidate the property**" (without the mention of any value), but the subsequent false assertions in all Jeffrey Strobel's spurious filings, pleadings, petitions and motions, and actions against Ms. Rosier, as well as the erroneous and false assertions made in a court hearing on 3/9/10 whereby Strobel's attorney Catherine Shanelaris unequivocally made the patently false and untrue statements to the court that "**Ms. Rosier sold the property and took the money for herself**", a fraud perpetrated upon the court which resulted in catastrophic consequences for Ms. Rosier.

This false and misleading statement on the part of Ms. Shanelaris (including other malicious and defamatory remarks she testified to the court about Ms. Rosier's character) is a part of the court transcripts, and resulted in an absurd, unfounded, unjustified, and abominable "child support order" and "arrest capias" issued solely on the basis of her fraudulent assertions and defamatory remarks made both in several hearings, as well as in their joint pleadings. Such statements in court that were materially false, manipulative, and deceptive, are considered to be a fraud made upon the court, an orchestrated scheme to deprive Ms. Rosier of her right to due process an orchestrated an arrest warrant in violation of Rosier's constitutional rights under the 14th amendment against being arrested and imprisoned for a debt. This scheme by Ms. Shanelaris, is a violation of the NH Bar, and the ABA Professional Code of Ethics, as well as an intentional fraud perpetrated upon the courts.

¹ Maricopa County Arizona Superior Court PB2009-050356

² The stepchildren- Jacob and Elizabeth Rosier, in collusion with the estate attorney (who represented all the parties including Gail) failed to open Probate within the allotted time under Arizona Probate Code. Additionally, after being appointed as executors-- they failed to make any of their father's estate distributions as specified in his will -- including R. Peter Rosier's specific provisions to bequeath and distribute sums to Gail's children-- Connor and Logan. What is important to point out, is that both Strobel and Attorney Shanelaris-- falsely testified and asserted that Gail had taken these sums and used them for herself-- while in reality, they were diverted by, and for the personal use both Jacob and Elizabeth Rosier.

The court transcript will speak for itself regarding these charges that are unexpected in view of her professional credentials. Ms. Shanelaris is singularly responsible for helping Jeffrey Strobel to perpetuate this grievous, deplorable, and malicious campaign against Ms. Rosier

There were also allegations and assertions that the Hopkinton property had a certain value at a liquidation sale, and that the property was under the control of Ms. Rosier.

This memorandum, documents the paper trail of the legal documents pertaining to the Hopkinton property, as well as a clarification of the intrinsic details of the trail of ownership and disposition of the property, to establish the facts as being the incontrovertible record.

Each statement of fact, is accompanied by a document to substantiate the fact.

STATEMENT OF FACTS

1. The Hopkinton Property, is a residence located at 7 Wilson Street, Hopkinton Massachusetts, 01748
2. The residence is a 3 bedroom, 1 bathroom 1,414 sq ft New England style cottage on a wooded lot;
3. Using Zillow.com, between March - April 2009, their estimated value of the residence was \$316K - \$311K (declining value);
4. Zillow's current value of the residence considering the recovery of the real estate market since the crash of 2008-2009, is \$375K - \$395K;
5. The house was purchased for \$409,900 in cash on April 26, 2005 by "The Wilson Street Trust" at the height of the real estate boom.

6. "The Wilson Street Trust" was formed three days later on April 29th 2005. [Exhibit 4], however did not include the "Schedule of Beneficiaries". The appurtenant "Schedule of Beneficial Interests" was signed and acknowledged at a later date in a separate document by "The Equity Trust Company" as signatory and Trustee for the Peter Rosier IRA [Exhibit 2]. This was also undisclosed to Gail Rosier, who was essentially in the dark as far as the structure of the transaction. It is unknown what conversation or communications there might have been between Peter Rosier and the attorney who handled this entire transaction, Shirley Sheridan
7. Gail Rosier was Dr. Peter Rosier's third wife. The first wife from whom he was divorced, was Eleni W. Rosier, and his second wife, Patricia, had died from cancer in 2003.
8. Dr. Peter Rosier handled all the marital finances for he and Gail, and had numerous trusts and an IRA (individual retirement account) with Equity Trust Company. Gail was not privy to the intimate details of her husband's financial machinations, and had her own yoga studio as a successful business. One of those trusts, was the Patricia Rosier trust created for his wife Patricia during their marriage, however, after her death, and during the six year marriage with Gail, he still continued to use the Patricia Rosier Trust as if it were his account-- without collapsing the trust due to his late wife's demise. This single fact was the sole reason for leaving his entangled estate that essentially ended in a six year contentious probate action in Arizona that froze Gail out of everything in her late husband's estate.
9. In 2005, Dr. Peter & Gail's joint decision was made to purchase the property as an investment, because Dr. Peter Rosier's ex-wife, propositioned him to co-invest in the residence which she identified and chosen in which she could live, and in which she would pay the expenses and upkeep, as well as her investing approximately 80% of the purchase price in cash.

10. Gail had sold her yoga studio, and she wanted to set aside the \$20,000 profit for her children's future education, and together with her husband, considered investing in the residence in Hopkinton MA because of the booming real estate market to be an appropriate place to invest for the potential growth of value and investment, as well as the "partnership" created with her husband's first wife Eleni-- who would be contributing the majority share of the funds to make the purchase.
11. To facilitate the purchase of the property, Dr. Peter Rosier retained a Massachusetts attorney, Shirley Sheridan to perform all the title work and closing papers as necessary, as well as the creation and drafting of The Wilson Street Trust to take title of the property. Therefore, Ms. Sheridan represented both Peter & Gail Rosier, as well as the Peter Rosier IRA, and consequently the Wilson Street Trust which she formed for this purpose on April 29, 2005. [Exhibit 4]
12. Shirley Sheridan is an attorney admitted to, and registered with the Massachusetts Bar Association. Her address and contact information is 1 Wolfpen Lane, Southborough, MA 01772 Phone:(508) 485-4623
13. To facilitate the purchase of the property, Gail transferred or remitted her \$20,000 into the purchase escrow account, and Dr. Peter Rosier, arranged to have the remaining \$83,919 transferred into the Shirley Sheridan Atty Escrow Account. This totals an investment of approximately \$104,000. [Exhibit 2].
14. Dr Peter and Gail Rosier specifically made the investment in the real-estate trust for the purpose of funding Gail's children's education, and they collectively together contributed about \$104,000, or 25% of the cash necessary for the purchase. Although Gail asserts that her \$20,000 contribution was part of the "Buyers Deposit" for the property purchase [Exhibit 1 - line J. 201 Buyers Deposit], Ms. Sheridan NEVER accounted for

- such funds contributed by Gail in the percentage of ownership. Should Ms. Sheridan still retain the accounting, there should be a ledger indicating where the "Buyers" deposit was derived from.
15. Unbeknownst and undisclosed to Gail and only discovered through subpoena of documents in the Arizona Probate Action, was the fact that Ms Sheridan attributed the Rosier's joint marital interest in the Wilson Street Trust solely to Peter Rosier's IRA. Gail was also unaware that Peter Rosier's legacy IRA account which was formed during his second marriage to Patricia-- prior to her own marriage to Peter, had never been amended after her death. During his six years of marriage to Gail, he neglected to amend his IRA to include Gail as a beneficiary. Peter's "deathbed" SPECIFIC and EMPHATIC directive to his incompetent estate attorney [Exhibit 6] to include Gail as a 33% beneficiary ("as if she were his child"), went unfulfilled and unsatisfied for 5 years--- from the February 1, 2007 amendment, until March 8, 2012 [Exhibit 14]-- when Pettullo was prompted to do so by Gail's probate attorney, Julio Zapata with Fennemore Craig in Phoenix, Arizona as a result of the discovery of his negligence and misconduct.
16. The Peter Rosier IRA investment into the Real Estate Trust was entered into the Equity Trust Company Quarterly Statement April 1 - June 30th 2005 on page 3 [Exhibit 5]. Among the numerous discrepancies of the account, if page 1 is examined, the first item that should be noted, is R. Peter Rosier's mailing address is in Ft. Meyers, FL, and the second item that should be noted, is the "Account Detail-Beneficiaries" section on page 1- stating the primary beneficiaries as being "Elizabeth R", and "Jacob C. Rosier", and as a secondary beneficiary - "Patrick A. Rosier"- an obvious typo... whereby his deceased wife was "Patricia"-- not "Patrick A." a left over from his original formation of the IRA before his widowhood, and prior to his marriage to Gail.
17. In the Equity Trust Statements (Exhibits 11 & 12), all the information remains unchanged, and the same as in 2005, however the Hopkinton

property had already been liquidated in 2008. To this day, it is still being carried on the IRA's account by Equity Trust. The Peter Rosier address in Florida remains the same (although, as always, undeliverable, the beneficiaries are identical (excluding or mentioning Gail as even a beneficiary), and the asset remains the same-- as well as the entry "awaiting copy of the deed" which was never satisfied.

Gail was excluded from any access to, or knowledge of the particulars of this account until discovery through the probate litigation in Arizona.

It is also indicative of the carelessness in which her late husband mishandled their joint marital affairs, and how Gail could have believed in 2008 and 2009 that the investment was set aside by mutual arrangement with her late husband for the benefit of Gail's children's education, was unperfected and faulty due to his negligence, and the negligence and incompetence of his estate attorney commissioned to fix the estate problems he had ignored for six years.

18. In Gail Rosier's Statement to the Court of her financial affidavit in 2005, she stated (in a corrected statement to the court) that she thought the investment in the residence was \$105,000. Due to the conflicts of interest posed by Shirley Sheridan's handling this transaction for 3 different parties, an IRA, and a Real Estate Trust, she ignored to differentiate Gail's \$20,000 investment from the amount tendered by Peter's IRA-- clearly discernible from the \$83,919 tendered to her escrow account. This information should be contained in the accounting and statements for the escrow account, however since before 2009, Ms. Sheridan has been less than responsive to Gail's request for information, and has not divulged any details of this transaction. It would appear that she deliberately excluded Gail from any knowledge or information-- although she had met with Gail and was aware of her involvement with this transaction.

19. Peter Rosier died on March 15, 2007 [Exhibit 7].
20. The property was sold on May 15, 2008 by the Eleni Rosier as Trustee for the Wilson Street Trust for \$355,000. (Exhibits 8, 9, and 10). Shirley Sheridan acted as sole attorney for the transaction.
21. The Peter Rosier IRA 20.28% interest of the proceeds would have entitled the IRA to receive \$71,994.00. This amount is asserted by Ms. Sheridan to still be undistributed in her escrow account to this day, however she is uncooperative about revealing any specifics to Gail. Ms. Sheridan's cooperation and access to the records is necessary to reveal what happened to Gail's \$20K capital contribution, and considering her lack of cooperation, correspondence and potential improprieties and conflicts of interest in transactions that are between 7 and 10 years ago, she still is responsible for the disposition of those funds allegedly on deposit in her "escrow" account.

DISCUSSION OF LEGITIMACY OF NEW HAMPSHIRE

COURT HEARINGS AND ORDERS

22. In a hearing requested by JEFFREY STROBEL entitled "PETITION FOR CLARIFICATION" held on March 16, 2009, without Gail Rosier in attendance, Gail was ordered by the court to ***"Liquidate the [Hopkinton, MA] property"***.
23. The New Hampshire court's order was legally flawed, and without jurisdiction. Besides being a contract dispute in which the court admitted and affirmed was ***"valid and enforceable"***, the subject matter of the contract being a college savings account in the form of an investment in real-estate, Gail was:

- (a) not an owner of the property;
- (b) not a control person of the property
- (c) not a beneficiary of the property;
- (d) not a recipient of any funds derived from the sale of the property;
- (e) not in possession of any details or information regarding the status or disposition of the property.

24. The order therefore was defective in ordering Gail to do something she had no legal capacity do [impossibility of performance].

Additionally the Order commanded she liquidate a property that had already been sold on May 15, 2008, with the funds sitting in Shirley Sheridan's escrow account-- unbeknownst to Gail.

25. At this point in time, Gail was unaware about the disposition of the property as Ms. Sheridan would not communicate with her, and Gail was blocked by from gaining any insight or information of her late husband's estate by her late husband's Arizona estate attorney-- John Pettullo-- in collusion with her step-children-- to bar her from any access to information regarding the marital assets. This is all revealed in Pettullo's deposition, which is too lengthy to make part of this disclosure statement, however is part of the filings in Arizona Probate Action PB2009-050356.

26. In a hearing of 12/22/2010 before Judge Jacquelyn Colburn, based on a "Petition of Contempt and Order to Show Cause" filed by Jeffrey Strobel, Catherine Shanellaris made an entry of appearance and asserted the following statements as factual, when in fact, they were clearly a fabrication as presented as factual:

When the Honorable Jacalyn A. Colburn questioned Shanellaris regarding the figure of \$202,500.00, the following exchange took place:

The Court: Just remind me again how you arrived at the number? Were you using the original uniform support order amount to arrive at the . . .

Shanelaris: That Your Honor the representation that she owned **\$150,000** worth of property which she told Master Forrest in **2006 that she was selling to liquidate** to provide to Connor, which **we believe she did sell and took the money**. The other the thing the Court should know is that my client believes on information he received from the probate court she received last year \$150,000 ³ in life insurance proceeds from her ex-husband who passed away. She got that last year not one cent was spent on child support.

The Court: But I just want to be clear, the \$202,500 as of 10/31/09 is a calculation based on a **prior uniform support order** approved by Master Forrest **is that right?**

Shanelaris: **Yes. Prior uniform support order . . .**

The Court: I haven't done the math that's why I'm asking.

Shanelaris: Yes that your honor as well as the property and the life insurance policy so she far could exceed that in paying for college, but **yes we've done calculations to show it is the property she owned** and the child support she could have paid. Yes.

³ This "red-herring" by Shanelaris, is clearly a deception. Gail did receive \$150,000 from the life insurance -- which she immediately applied to the mortgagor on her residence on Church Road in Scottsdale Arizona-- in an attempt to rescue her house from being foreclosed upon (which it ultimately was shortly thereafter). Her late husband's death-bed attempts to rectify, restate, and redesign the obsolete trusts and defective estate plan to provide for Gail's welfare, were botched and bungled by the incompetence of Arizona estate attorney--John Pettullo. While the Church Road residence was quitclaimed to a new trust created for Gail's benefit-- there were no financial provisions made for Gail's support or to make the requisite mortgage payments. Gail was literally "left out in the cold" without any resources, and without any knowledge or concept of her late husbands botched estate. without any resources, and without any knowledge or concept of her late husbands botched estate.

The Court: I guess my question is I understand that there is this property issue, but let's just say she had that in liquidated damages, was she required to pay that in child support?

Shanelaris: She was ordered to pay that your honor in child support, she was, **she was ordered to liquidate it immediately and turn it over to Mr. Stroble which she didn't do.**

In conclusion the statements made to the court by Attorney Shanelaris in Section 25 above, are unsupported by any of the forgoing facts and exhibits, and are a violation of the Bar Association's code of ethics, as well a fraud perpetrated upon the court. The rest of the exhibits support the conclusion that although Gail had not only invested her own money in the residence, but also by joint spousal agreement, the couple was to have invested their marital funds into the property.

In retrospect, due to her husband's negligence and carelessness and unfortunate circumstances and subsequent chain of events, it was not until 2014 that Gail was able to ascertain from the records in the probate action, what the chain of events and final disposition was of the property. Not only didn't she have any control of the property whatsoever, as of the date of the court order on March 16, 2009, the property had already been sold a year earlier, and at a substantially reduced price from the acquisition cost, and the funds are allegedly and reputedly sitting in an escrow account under the control of Attorney Shirley Sheridan in Southborough Massachusetts.

I, GAIL A. ROSIER, hereby swear and attest to the foregoing facts as being true and correct under penalty of perjury⁴

⁴ A statement with specific meaning and application to myself, but a non-binding and irrelevant and non-applicable clause to both Jeffrey Strobel and his Attorney Catherine Shanslaris

Gail A. Rosier

EXHIBITS INDEX
TO
AFFIDAVIT OF GAIL ROSIER
SUPPLEMENTAL DISCLOSURE STATEMENT
MEMORANDUM

Exhibit No.	Page	Date	Name of Document
1	1	2005-Apr-28	Settlement Statement
2	3	2005-Apr-22	Equity Trust Wire Transfer Confirmation & Misc IRA Confirmations
3	8	2005-Apr-26	Massachusetts Quitclaim Deed
4	9	2005-Apr-29	Wilson Street Trust Formation
4	15	2005-Apr-22	Trust Schedule of Beneficial Interests
5	16	2005-Jun-30	Equity Trust Quarterly Statement to IRA
6	19	2007-Feb-01	Peter Rosier Amendment & Directive of Change of Beneficiaries
7	22	2007-Mar-15	Peter Rosier Death Certificate
8	23	2008-May-14	Trustee Sale Certificate
9	24	2008-May-27	Massachusetts Quitclaim Deed
10	26	2008-May-27	Hopkinton Municipal Lien Certificate
11	27	2008-Dec-31	Equity Trust Quarterly Statement to IRA 10/1/08-12/31/08
12	30	2009-Mar-31	Equity Trust Quarterly Statement to IRA 1/1/09-3/31/09
13	31	2009-Mar-16	NH Court Findings & Orders on Respondent's "Motion to Clarify"
14	34	2012-Mar-08	Atty Pettullo's Letter to Equity Trust filing 2007 Change of Beneficiary Form

A Settlement Statement**U.S. Department of Housing
And Urban Development**

HUD-1 (3/86) OMB No. 2502-0265

B Type of Loan

1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV. UNIN 6. File Number: 7. Loan Number: 8. Mortgage Ins. Case No.:
 4 ☐ VA 5 ☐ CONV. INS. ☐ None

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "to.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrowers: Eleni W. Rosier, Trustee
The Wilson Street Realty Trust

F. Name and Address of Lender:

7 Wilson Street
Hopkinton MA 01748

E. Name and Address of Sellers: John W. Webber Patricia A. Webber

H. Settlement Agent:
Shirley Sheridan
One Wolfpen Lane
Southborough, MA 01772

7 Wilson Street
Hopkinton MA 01748

G. Property Location:

7 Wilson Street

Hopkinton MA 01748

I. Settlement Date:

April 29, 2005

Place of Settlement:

SHIRLEY M. SHERIDAN, ESQUIRE
ONE WOLFPEN LANE
SOUTHBOROUGH, MA 01772

J. Summary of Buyer's Transaction**100. Gross Amount Due From Borrower**

101. Contract sales price	\$409,900.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$3,252.00
104. Real Estate Tax 04/29/05 - 06-30-05	\$767.09
105.	

Adjustments for items paid by seller in advance

106. City/town taxes	to	
107. County taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		

120. Gross Amount Due From Borrower

\$413,919.09

200. Amounts Paid By Or In Behalf Of Borrower

201. Deposit or earnest money	\$40,000.00
202. Principal amount of new loan(s)	\$0.00
203. Existing loan(s) taken subject to	
204. Lender Credit to Borrower	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. City/town taxes	to	
211. County taxes	to	
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		

220. Total Paid By Borrower

\$40,000.00

300. Cash At Settlement From/To Borrower

301. Gross amount due from borrower (line 120)	\$413,919.09
302. Less amount paid by/for borrower (line 220)	(\$40,000.00)

303. CASH ☒ FROM ☐ TO BORROWER:

\$373,919.09

K. Summary of Seller's Transaction**400. Gross Amount Due To Seller**

401. Contract sales price	\$409,900.00
402. Personal property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. City/town taxes	to	
407. County taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		

420. Gross Amount Due To Seller

\$409,900.00

500. Reductions in Amount Due To Seller

501. Excess deposit (see instructions)	\$19,505.00
502. Settlement charges to seller (line 1400)	\$22,814.60
503. Existing loan(s) taken subject to	
504. Payoff 1 Fleet National Bank	
505. Payoff 2 Guarantee Residential Funding	
506. Real Estate Tax 04/01/05 - 04/28/05	\$348.92
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. City/town taxes	to	
511. County taxes	to	
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		

520. Total Reductions Amount Due Seller

\$42,660.52

600. Cash At Settlement To/From Seller

601. Gross amount due to seller (line 420)	\$409,900.00
602. Less reductions in amount due seller (line 520)	(\$42,660.52)

603. CASH ☒ TO ☐ FROM SELLER:

\$367,239.48

Buyer's Initials

Seller's Initials

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is reported to the IRS and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, 6252 or Schedule D.

TIN Certification: We are required by law to provide Shirley Sheridan with your correct taxpayer identification number. If you do not provide Shirley Sheridan with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

Seller's Signature(s):

John W. Webber

Patricia A. Webber

Exhibit 1

Exhibit Page 1

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Salesperson's Commission based on price	\$408,900.00	@	5 % =	\$20,495.00	
Division of Commission (line 700) as follows:					
701. \$20,495.00 to					
702. to					
703. Commission paid at Settlement					\$20,495.00
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	%				
802. Loan Discount	%				
803. Appraisal Fee					
804. Credit Report					
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee					
807. Assumption Fee					
808. Flood Certification					
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900. Items Required by Lender To Be Paid in Advance					
901. Interest from	to	@ \$	/ day		
902. Mortgage Insurance Premium for	mo. to				
903. Hazard Insurance Premium for	yrs. to				
904.					
1000. Reserved Disbursements With Lender					
1001. Hazard Insurance	months @		per month		
1002. Mortgage Insurance	months @		per month		
1003. City property taxes	months @		per month		
1004.	months @		per month		
1005.	months @		per month		
1006.	months @		per month		
1007.	months @		per month		
1008. Aggregate Amount					
1100. Title Charges					
1101. Settlement originating fee to					
1102. Abstract or title search to	Quirk Associates			\$255.00	
1103. Title examination to					
1104. Title insurance binder to					
1105. Document preparation to					
1106. Notary fees to					
1107. Attorney's fees to	Shirley Sheridan			\$950.00	
(Includes above item numbers:)					
1108. Title insurance to	First American Title Insurance Company			\$1,435.00	\$0.00
(Includes above item numbers:)					
1109. Lender's coverage	\$0.00	Loan Premium:	\$0.00		
1110. Owner's coverage	\$408,900.00	Owner's Premium:	\$1,435.00		
1111.					
1112.					
1113. Title Insurance Commission to Title Agent			70 %		
1200. Government Recording and Transfer Charges					
1201. Recording fees:	Deed \$125.00 ; Mortgage ; Releases \$300.00			\$125.00	\$300.00
1202. City/county tax stamps:	Deed ; Mortgage				
1203. State tax stamps:	Deed \$1,869.60 ; Mortgage			\$0.00	\$1,869.60
1204. Obtain & Record MLC	to Town of Hopkinton/Middlesex Registry			\$90.00	
1300. Additional Settlement Charges					
1301. Survey to	Plot Plan PN Associates			\$125.00	
1302. Past indebtedness to					
1303. Discharge Recording Fee	to Shirley M. Sheridan				\$150.00
1304. Recording Fee (Trust)	to Middlesex Registry of Deeds			\$225.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$3,252.00	\$22,814.60

I have carefully reviewed this HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement (pages 1 and 2).

Borrowers

Sellers

Eleni W. Rosler, Trustee

John W. Webber

Patricia A. Webber

The Wilson Seibel Family Trust

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date April 29, 2005

Shirley Sheridan

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, USC Section 1001 and Section 1010.

Exhibit Page 2

PAGE 1 of 3

EQUITY TRUST COMPANY
A Leader In Self Directed IRAs

Exhibit Page 3

FOR INTERNAL USE ONLY:

CLINT

ACCT#

PAGE 2 of 3

Real Estate | Direction of Investment

EQUITY TRUST COMPANY
A Leader In Self Directed IRAs

5 HOW WOULD YOU LIKE THIS INVESTMENT TO BE FUNDED?

AVAILABLE CASH FUNDS Cleared funds must be available in order to make an investment. Funds are not cleared to invest until 7 business days after the deposit of a personal or business check. Funds are available immediately from the deposit of a cashier's check, money order or bank wire.

AMOUNT OF FUNDS REQUIRED TO MAKE THIS INVESTMENT? \$

83,919.00

OPTION #1

SEND FUNDS BY WIRE

BANK NAME	FLEET BANK
ABA ROUTING # (9 DIGITS)	011500010
FOR CREDIT TO	SHIRLEY M SHERIDAN, AH, CLIENT ESCROW ACCOUNT
ACCOUNT NUMBER	23880172
FOR FURTHER CREDIT TO	
BANK PHONE NUMBER	508 872 5226

Wire Fee (\$30.00 Per Wire)

OPTION #2

SEND FUNDS BY CHECK

MAKE CHECK PAYABLE TO	
MAIL CHECK TO	
ADDRESS	
CITY / STATE / ZIP	

CHECK TYPE AND MAILING OPTIONS

- ☐ Cashier's Check (\$10.00), Requires Overnight Mail (\$15.00)
☐ Regular Check, By Overnight Mail (\$15.00)
☒ Regular Check, By Regular Mail (No Additional Charge)

6 TELL US ABOUT YOUR INVESTMENT PROPERTY

PARCEL NUMBER	SINGLE FAMILY RESIDENCE		
ADDRESS	7 WILSON ST.	CITY	Hopkinton
CONTRACT PRICE OF THE PROPERTY	\$ 409,000	STATE	MA
		ZIP CODE	01748

WHAT PERCENTAGE OF OWNERSHIP WILL YOUR IRA HAVE IN THIS PROPERTY? 90.28 %

WILL THIS PROPERTY PRODUCE RENTAL INCOME? ☐ YES ☒ NO

RENTAL INCOME PAYMENTS All rental payments must be accompanied by a deposit coupon. All payments without a coupon will be returned.

7 IS THERE GOING TO BE ANY DEBT FINANCING ON THIS PROPERTY?

☐ YES, this property will have a mortgage. ☒ NO, this property will NOT have a mortgage.

LIST THE LENDER INFORMATION:

LENDER NAME	LOAN NUMBER
ADDRESS	CITY / STATE / ZIP CODE

UNRELATED BUSINESS INCOME TAX Property purchased by your retirement account using debt financing may be subject to Unrelated Business Income Tax. For further information contact your tax professional or CPA. You may also visit the www.IRS.gov for additional information, see the Form 990-T instructions.

RECURRING MORTGAGE PAYMENTS In order to have Equity Trust Company handle a recurring mortgage payment, all payments must be for the same amount. Real Estate Tax Bills cannot be placed on a recurring payment. Sufficient funds must be in the account in order to make payment. To Set up recurring mortgage payments a Bill Pay Direction of Investment Form must be completed.

8 WHO IS HANDLING THE CLOSING?

ESCROW AGENT / ATTORNEY / TITLE COMPANY	CONTACT NAME
SHIRLEY SHERIDAN ESQ	SHIRLEY SHERIDAN
FAX NUMBER	CONTACT PHONE NUMBER
508 481 9486	508 485 4623

SIGN & DATE

CHECK THIS PAGE ONE MORE TIME AND MAKE SURE IT'S COMPLETE, CONTINUE TO NEXT PAGE

X RLK 4/20/05
Account Owner's Signature Date

X _____
Custodian's Signature Date

© 2004 EQUITY TRUST COMPANY INC. 5794

Shirley M. Sheridan

Attorney At Law
One Wolfpen Lane
Southborough, MA 01772
Telephone: 508-485-4623
Facsimile: 508-481-9486
Email: shirley@sheridanlegal.us

Send to: Shannon	From: Shirley M. Sheridan
Attention:	Date: 4/21/05
Fax Number: 1-440-366-3754	Phone Number:

☐ REGARDING:

☐ Total pages, including cover:

Dear Shannon,

Attached please find the Trust Instrument and Schedule of Beneficial Interest which reflect R. Peter Rosier's IRA Account No 16740 as the 20.28% Beneficiary. Also attached please find the HUD1 Settlement Statement for the transaction.

Should you require any additional information kindly contact the undersigned.

Very truly yours,

Shirley M. Sheridan

EQUITY TRUST COMPANY

A Leader in Self Directed IRAs

4/22/05

R. Peter Rosier
8270-201 College Pkwy
Ft Myers, FL 33919

The investment below was remitted according to your instructions.

Amount of funds: \$ 83,919.00

INVESTMENT WIRE TRANSFER SENT TO
FLEET BANK
ABA 011500010

SHIRLEY SHERIDAN ATTY ESCROW ACT
AC 23880172
IRN: 10016933

Enclosed you will find Equity Trust's newly developed transmittal coupons for the above referenced investment. The new auto-generated coupons are barcoded to provide a more accurate and efficient method for processing payments and documents remitted to your account. All checks pertaining to this investment should be accompanied by one of the enclosed coupons and remitted to the attention of our Cash Team at P.O. Box 1439, Elyria, OH 44035. Additional auto-generated coupons with the above information can be requested by calling our office at the number below.

Please remember that it is the IRA owner's responsibility to guarantee delivery of all documents pertaining to your investment(s) to Equity Trust Company. If your investment is backed by collateral and/or is being recorded, please verify with your investment company or the person responsible for securing your collateral that they have performed accordingly to protect your interest. Additionally, if your investment is not a marketable security, please provide Equity Trust with the current market value on a quarterly basis or equivalent information. If you do not provide Equity Trust with the current market value, then certain investments may be listed at cost or last known value.

All documents pertaining to this investment should be accompanied with one of the enclosed coupons to the attention of our Portfolio Quality Control Team at P.O. Box 1409, Elyria, OH 44035. A copy of any documents submitted to your account by a third party will be mailed to you upon receipt.

Sincerely,
Cash Management Team

16740

440.323.5191 • FAX 440.323.4529 • 225 BURNS ROAD • P.O. BOX 1529 • ELYRIA, OHIO 44035 • WWW.TRUSTETC.COM

EQUITY TRUST COMPANY

A Leader in Self Directed IRAs

April 22, 2005

Shirley Sheriden Esq
One Wolfpen Ln
Southborough, MA 01772

RE: Activity # JSCH-6BMHHD

Dear Shirley Sheriden Esq:

Enclosed are the signed documents that have been signed by our company. Since the investment has been funded, please mail all original documents to Equity Trust Co. within 14 business days following the closing.

If you have any questions regarding the information enclosed, please contact client services.

Sincerely,

Investment Processing Team

440.323.5491 • FAX 440.323.4529 • 225 BURNS ROAD • P.O. BOX 1529 • ELYRIA, OHIO 44035 • WWW.TRUSTETC.COM



Bk: 45083 Pg: 580 Doc: DEED
Page: 1 of 1 04/29/2005 11:40 AM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 04/29/2005 11:40 AM
Ctrl# 050650 04090 Doc# 00085622
Fee: \$1,869.60 Cons: \$409,900.00

QUITCLAIM DEED

Premises: 7 Wilson Street, Hopkinton, MA 01748

WE, **John W. Webber and Patricia A. Webber** of Dayton, Ohio 45414 formerly of Hopkinton, Massachusetts for consideration paid, and in full consideration of **FOUR HUNDRED NINE THOUSAND NINE HUNDRED (\$409,900.00) DOLLARS** grant to

Eleni W. Rosier, Trustee, The Wilson Street Realty Trust u/d/t dated April 29, 2005 with an address of 7 Wilson Street, Hopkinton, MA 01748, recorded herewith,

with QUITCLAIM COVENANTS, the following described property:

The land in Hopkinton, Middlesex County, Massachusetts, known and numbered as 7 Wilson Street, Hopkinton, Middlesex County, Massachusetts further described as follows:

The land and the buildings thereon situated on the Westerly side of Wilson Street and shown as Lot 1, and Lot 1 only, on plan of land entitled "Plan of Land in Hopkinton, MA prep. For Paul Mulhall, Scale: 1"=50' Date: December 14, 1987, Prep. by J.D. Marquedant & Associates, Inc., Land Surveying and Engineering, 6 Walcott Street, Hopkinton, MA" which plan is on record at the Middlesex South Registry of Deeds in Book 19529, Page 014.

For our title see deed of Heidi E. Fobert and Mark A. Fobert recorded with Middlesex South District Registry of Deeds in Book 33290, Page 419.

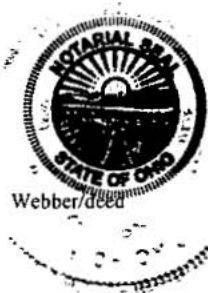
Witness our hands and seals this 26th day of April, 2005.

John W. Webber

Patricia A. Webber

STATE OF OHIO, County of GREENE

On this 26th day of APRIL, 2005 before me, the undersigned notary public, personally appeared John W. Webber and Patricia A. Webber, proved to me through satisfactory evidence of identification, which were D.L. 569698405 TIA DL 57254073 TIA to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



ALEXANDRU HERCZEG
Notary Public
In and for the State of Ohio
My Commission Expires
November 28, 2009

[official signature and seal of notary]

_____, Notary
(print name)

My commission expires: _____

Alexander Herczeg

Shirley M. Sheridan, Esq.
One Wolfpen Ln.
Southborough Ma 01772



THE WILSON STREET REALTY TRUST

Dated: April 29, 2005

ELENI W. ROSIER HEREBY DECLARES that she and her successors in Trust (hereinafter the "Trustee") will hold any and all property and interests in property, real and personal, that may from time to time be transferred to her to be held under this instrument (hereinafter the "Trust Property"), IN TRUST, for the sole and exclusive benefit of the beneficiaries under this instrument.

SECTION ONE Name and Purpose

- 1.1 This Trust (hereinafter the "Trust") shall be known as **THE WILSON STREET REALTY TRUST**.
- 1.2 This Trust is intended to be a Nominee Trust, so-called, for Federal and state income tax purposes, to hold the record legal title to the Trust property and to perform such functions as are necessarily incidental thereto.

SECTION TWO Beneficiaries

- 2.1 The term "Beneficiaries" shall mean the one or more individuals and entities listed as Beneficiaries in the Schedule of Beneficiaries this day executed and filed with the Trustee, or in such revised Schedule of Beneficiaries as may from time to time hereafter be so executed and filed.
- 2.2 The respective interests of the Beneficiaries shall be in the proportions stated in the most recent Schedule of Beneficiaries.
- 2.3 Except as provided in SECTION FIVE as to termination, decisions made and actions taken under this instrument (including without limitation, amendment of this Trust, appointment and removal of a Trustee, directions and notices to the Trustee and execution of documents) shall be made or taken, as the case may be, by or at the direction of Beneficiaries holding one hundred (100%) percent of the Beneficial Interest hereunder.
- 2.4 Any trustee may, without impropriety, be or become a Beneficiary under this instrument and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a Trustee.
- 2.5 Upon the death of any individual Beneficiary, the Trustee shall be entitled to treat such deceased Beneficiary's beneficial interest in the Trust as intangible personal property, passing to the executor or administrator of the estate of such deceased Beneficiary appointed by a court of competent jurisdiction in such deceased Beneficiary's purported domicile at the time of death.

Shirley M. Sheridan, Esq.
One Wolfpen Ln.
Southborough Ma 01772

SECTION THREE
Powers of the Trustee

- 3.1 The Trustee shall hold the Trust property solely as the nominee of and for the benefit of the Beneficiaries. The Trustee shall receive the income therefrom, pay the ordinary and necessary expenses of the Trust and pay over the principal and income, pursuant to the direction of all of the Beneficiaries. Without such direction, the Trustee shall pay the ordinary and necessary expenses of the Trust and shall pay the net income remaining to the Beneficiaries in proportion to their respective beneficial interests in the Trust.
- 3.2 Except as hereinafter provided in case of the termination of the Trust, the Trustee shall have no power to deal in or with the Trust Property except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:
- 3.2.1 To buy, sell, convey, assign, mortgage or otherwise acquire, hold and dispose of all or any part of the Trust property, including power, as landlord or tenants, to execute and deliver leases and subleases;
 - 3.2.2. To execute and deliver notes;
 - 3.2.3 To grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Property.
 - 3.2.4 To maintain and operate bank accounts in the name of the Trust or in the name of the Beneficiaries.
 - 3.2.5 To receive, deposit and disburse funds for the Trust.
 - 3.2.6 To delegate any and all of the powers and authorities of the Trustee under this instrument to any person or persons, acting singly or with others and whether or not serving as a Trustee under this instrument.

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

SECTION FOUR
Liabilities of the Trustee

- 4.1 The sole Trustee, or in the event that there are two Trustees, any one Trustee may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, any two Trustees, except as otherwise provided in paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust. Reference to "Trustee" elsewhere in this instrument shall be deemed to mean "Trustees" when two or more shall be acting and the context so requires.
- 4.2 No Trustee shall be required to furnish bond.
- 4.3 No Trustee shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment, nor for any loss arising out of any act or omission in the execution of the Trust, so long as acting in good faith. A Trustee shall only be responsible for his or her own bad faith or willful breach of trust.
- 4.4 No license of court shall be requisite to the validity of any transaction entered into by the Trustee.
- 4.5 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.
- 4.6 Every agreement, lease, deed, mortgage, note or other instrument or document executed in accordance with the provisions of paragraph 4.1, or any action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustee, 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 and that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.
- 4.7 Any person dealing with the Trust Property or the Trustee may always rely, without further inquiry, on a certificate signed in accordance with the provisions of paragraph 4.1 by the person or persons appearing from the records of the Registry of Deeds to be Trustee, as to who is the Trustee or who are the Beneficiaries or as to the authority of the Trustee to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustee or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a conditions precedent to the validity of any transaction of the Trust.
- 4.8 Notwithstanding any provisions contained in this instrument, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability, unless first satisfactorily indemnified.

- 4.9 All persons extending credit to, contracting with or having any claim against the Trustee shall look only to the funds and property of this Trust for payment of any contract or claim, or for the payment of any debt, damage, judgment or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustee nor the Beneficiaries shall be personally liable therefor. If any Trustee shall at any time for any reason (other than for willful breach of Trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, in proportion to their ownership of Beneficial Interests in the Trust, against all loss, costs, damage or expense by reason of such liability.
- 5.1 This Trust may be terminated at any time by a notice to the Trustee in writing signed by one hundred (100%) percent of the Beneficiaries. However, such termination shall be effective as to third parties only when a certificate hereof, signed by the Trustee, in accordance with the provisions of paragraph 4.1, shall be recorded with the Registry of Deeds.
- 5.2 Notwithstanding any other provision of this Declaration of Trust, the Trust shall terminate in any event Twenty (20) Years from the date of this instrument, if not sooner terminated by action of any Beneficiaries pursuant to paragraph 5.1.
- 5.3 In the case of any termination of the Trust, the Trustee shall transfer and convey the specific assets constituting the Trust Property, subject to any leases, mortgages, contracts or other encumbrances on the Trust property, to the Beneficiaries as tenants in common in proportion to their ownership of Beneficial Interests in the Trust, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustee may retain such portion of the Trust property as in the Trustee's opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

- 6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by Beneficiaries holding one-hundred (100%) percent of the Beneficial Interest hereunder and delivered to the Trustee, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by the Trustee in accordance with the provisions of paragraph 4.1, is recorded with the Registry of Deeds.

SECTION SEVEN

Successor Trustees

- 7.1 Any Trustee may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees (if any) and to each Beneficiary. Such resignation shall take effect on the later of the date specified therein or the date of the recording of such instrument with the Registry of Deeds.
- 7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed by any Trustee naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deed. Upon the recording of such instrument, the legal title to the Trust Property shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee of Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee under this instrument.
- 7.3 In the event that at any time there is not a Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee under this instrument may record in the Registry of Deeds an affidavit stating that he or she has been appointed a successor Trustee by all of the Beneficiaries. Such affidavit, when recorded together with any attorney's certificate under Massachusetts General Laws, Chapter 183, Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee required or permitted under paragraph 7.2 of this instrument had been recorded. Persons dealing with the Trust or Trust Property may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated therein.

SECTION EIGHT Governing Law

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

SECTION NINE Registry of Deeds

- 9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the county or district in the Commonwealth of Massachusetts in which the real estate, if any, which is the subject of this Trust is located, and in which this Declaration of Trust is recorded or registered.

EXECUTED as a sealed instrument this 29th day of April, 2005.



 ELENI W. ROSIER, TRUSTEE


COMMONWEALTH OF MASSACHUSETTS

Worcester, ss,

April 29, 2005

On this 29th day of April, 2005, before me, the undersigned Notary Public, personally appeared **ELENI W. ROSIER** proved to me through satisfactory evidence of identification which was a Drivers License, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Shirley M. Sheridan
 NOTARY PUBLIC
 My commission expires Mar. 6, 2009



 Rose Leonard, Notary Public
 My Commission exp. 03/31/06




 Rose Leonard, Notary Public
 My Commission expires 03/31/06

THE WILSON STREET REALTY TRUST**SCHEDULE OF BENEFICIAL INTEREST**

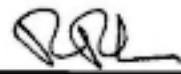
The undersigned hereby certifies that they are the Beneficiaries under **THE WILSON STREET REALTY TRUST** under Declaration of Trust dated April 29, 2005 and that the following are the Beneficial Interests thereunder:

<u>Beneficiary</u>	<u>Percentage of Beneficial Interest</u>
ELLEN W. ROSIER, individually	79.72%
EQUITY TRUST COMPANY as Custodian for R. PETER ROSIER IRA Acct. No. 10740	20.28

The terms of said Trust are hereby approved and the undersigned Beneficiaries (a) agree with the Trustees of said Trust to be bound by said Trust, and (b) to save the Trustees harmless from any personal liability, for any action taken at the direction of the Beneficiaries, or for any error of judgment, or for any loss arising out of the act or omission in the execution of the Trust so long as the Trustee acts in good faith, and (c) that the Trustees may withhold from any distribution, transfer or conveyance such amounts as they from time to time reasonably deem necessary to protect themselves from such liability, and (d) that each Trustee shall be responsible only for such Trustee's own willful breach of Trust, and (e) to reimburse the Trustee for any expenses incurred in performance of their duties.

Executed as a sealed instrument this 29th day of April, 2005.

ELLEN W. ROSIER
THE WILSON STREET REALTY TRUST



EQUITY TRUST COMPANY as
Custodian for R. PETER ROSIER
RICHARD A. DESION
VICE PRESIDENT

EQUITY TRUST COMPANY

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Small Business Retirement Plans*

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Quarterly Statement

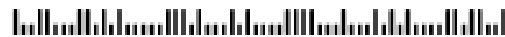
April 1 - June 30 2005

Page 1

Account Number 16740

Account Type TRADITIONAL IRA

R. PETER ROSIER
8270 COLLEGE PKWY STE 201
FORT MYERS FL 33919-5107



QUARTERLY ACCOUNT SUMMARY

	<u>Value as of 04/01</u>	<u>Change in Value</u>	<u>Value as of 06/30</u>
Asset Value	\$604,000.00	\$48,919.00	\$652,919.00
Cash Account	\$230,554.71	\$8,993.18	\$239,547.89
Total Account Value			\$892,466.89

Certain assets may be listed at cost or designated "not available" where the asset is illiquid and/or no readily available market information exists. Accordingly, the Account Value may not reflect the true market value of the assets in your account.

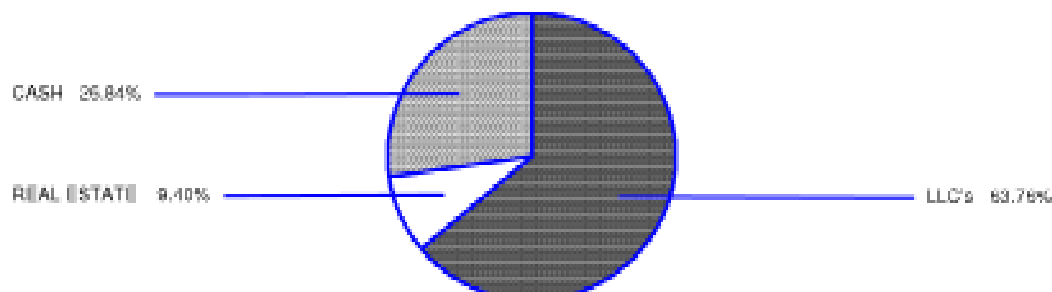
ACCOUNT DETAIL

Contributions:		Beneficiaries:	
- Current Year:	\$0.00	<u>Primary:</u>	<u>Secondary:</u>
- Previous Year:	\$0.00	Rosier, Elizabeth R.	Rosier, Patrick A.
Rollovers/Conversions:	\$0.00	Rosier, Jacob C.	
Transfers In:	\$0.00		
Transfers Out:	\$0.00		
Distributions:	\$250,000.00		

ANNOUNCEMENTS

- Pre-filled barcode investment coupons are now available. Please see the Link for further details.
- Pay your bills online and check the status of your investments with the new eVANTAGE system. Go to WWW.TRUSTETC.COM and enroll today!
- Online Trading is available for as low as \$29.95.
- Equity Trust Company will be closed on Labor Day, September 5th.

ASSET ALLOCATION



Account valuations of illiquid assets and/or assets where no readily available market information exists are generally reported at their cost or are designated "not available." (See reverse side of statement.) This valuation may not reflect true market value. **Exhibit Page 16** Certain investments, such as limited partnership, real estate, notes, program investment, partnerships, limited liability companies, privately held securities and other similar investments.

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Page 2

Account Number 16740

Account Type TRADITIONAL IRA

* Where no readily available market information exists and/or the asset is illiquid, investments listed under "Account Value" may be shown at cost or estimated value or designated "not available". These amounts may not reflect true market value of the assets listed. † Listed trades handled by our affiliate Mid Ohio Securities Corp. Member NASD/SIPC.

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Quarterly Statement

April 1 - June 30 2005

Page 3

R. PETER ROSIER

Account Number 16740

Account Type TRADITIONAL IRA

PORTFOLIO POSITIONS				
ASSET DESCRIPTION	UNITS/SHARES	UNIT PRICE ON 06/30/05	ACCOUNT VALUE	PCT OF TOTAL
REAL ESTATE				
IRN: 10016933 977 CUMMINS DRIVE REAL ESTATE 20.20% OWNERSHIP 7 WILSON STREET HOVERHURST, MA 01748 \$83,919.20 R. Peter Rosier, IRA # 16740 WAITING FOR ORIGINAL RECORDED WARRANTY DEED.	1	\$83,919.00	\$83,919.00	
TOTAL REAL ESTATE:			\$83,919.00	9.40%
NOTES				
IRN: A002105 277 CLIENT SPONSORED LAWN SERVICE COMPANY, 80 DAY REFUNDABLE - BOAT CLUB, MIAMI 0% INTEREST ONLY PLAN 01/01/02 ROBERT PETER ROSIER, IRA # 16740 ORIGINAL PROMESSEBY NOTE, AGREEMENT, BUDGETARY WORKSHEET, SIC 051702	1		N/A	
TOTAL NOTES:			\$0.00	
CASH				
CASH ACCOUNT	239,547.89	\$1.00	\$239,547.89	
TOTAL CASH:			\$239,547.89	26.84%
TOTAL VALUE OF PRICED ASSETS:			\$892,466.89	100.00%

* Where no readily available market information exists and/or the asset is illiquid, investments listed under "Account Value" may be shown at cost or estimated value or designated "not available". These amounts may not reflect true market value of the assets listed. *Listed trades handled by our affiliate Mid Ohio Securities Corp. Member NASD/SIPC.

DAILY ACCOUNT ACTIVITY							
DATE	TRANS	DESCRIPTION	QUANTITY	UNIT PRICE	DEBIT	CREDIT	BALANCE
		BEGINNING ACTIVITY BALANCE:					\$0.00
04/01/05	Journal	WIRE INLET			\$30.00		\$30.00
04/01/05	Sold	CASH SWEEP WITHDRAWAL	30	\$1.00		\$30.00	\$0.00
04/14/05	Debited	CASH-NORMAL IRA DISTRIBUTION ROBERT PETER ROSIER 8920-201 CUMMINS DR. PKWY FT MYERS, FL 33919			\$10,000.00		\$10,000.00
04/14/05	Journal	NORMAL IRA DIST SENT BY WIRE			\$30,000.00		\$40,000.00

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A Leader in Self Directed IRA's

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IRA Designation or Change of Beneficiary Form

1. IRA OWNER INFORMATION

Name R. PETER ROSIER Soc. Sec. No. _____

Account # 16740 Daytime Phone _____ Home Phone _____

2. BENEFICIARY DESIGNATION - - SEE EXHIBIT A, ATTACHED

A. Primary Beneficiary(ies). In the event of my death, pay my IRA balance to the primary beneficiary(ies) listed below:

Name ELIZABETH P. ROSIER Date of Birth _____ Percent* ~~50%~~ 33 1/3 %

Address _____

Soc. Sec. No. _____ Relationship Daughter

Name JACOB C. ROSIER Date of Birth _____ Percent* ~~50%~~ 33 1/3 %

Address _____

Soc. Sec. No. _____ Relationship Son

Name Coil Rosier Date of Birth _____ Percent* 33 1/3 %

Address _____

Soc. Sec. No. _____ Relationship Spouse

Total 100%

B. Contingent Beneficiary(ies). If all of the primary beneficiary(ies) die before me, pay my IRA balance to the following contingent beneficiary(ies):

Name _____ Date of Birth _____ Percent* _____

Address _____

Soc. Sec. No. _____ Relationship _____

Name _____ Date of Birth _____ Percent* _____

Address _____

Soc. Sec. No. _____ Relationship _____

Name _____ Date of Birth _____ Percent* _____

Address _____

Soc. Sec. No. _____ Relationship _____

Total 100%

*If no percentage is indicated, the beneficiaries will share equally. If any of your beneficiaries die before you, the deceased beneficiary's share will be reallocated among the surviving beneficiaries on a pro rata basis. If you have reached your "required beginning date" (April 1 following your age 70 1/2 year), a change of beneficiary may affect your required minimum distribution.

3. SIGNATURES

I hereby release the Custodian/Trustee from and indemnify it for any and all claims arising from the Custodian/Trustee's actions hereunder. I understand this Designation or Change of Beneficiary will be effective on the date of receipt by the Custodian/Trustee and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefit under this account shall cease. Accordingly, I hereby revoke my beneficiary designations made previously with respect to this IRA. I have the right to change this designation of beneficiary and to designate a new beneficiary at any time by completing a new IRA Designation or Change of Beneficiary form or in another format approved by the Custodian/Trustee. If none of my beneficiaries survive me, I direct that any balance in this account be paid to my estate. I understand that some state's laws require married individuals to name their spouse as beneficiary. I further understand that the IRA Custodian/Trustee cannot give me legal advice and I agree to consult with my own tax professional for advice.

IRA Owner's Signature _____ Date _____

Witness's Signature (if required) _____ Date _____

Witness's Name (please print) _____

Witness's Address (please print) _____

Custodian/Trustee's Signature _____ Date _____

Complete if required by state law.

Spousal Consent: I am the spouse of the IRA Owner and I approve and consent to the naming of a beneficiary other than myself. I transmute (transfer) any community property interest I have in this IRA into the separate property of my spouse.

Coil Rosier 2/1/2007
Spouse's Signature _____ Date _____

EXHIBIT A
PRIMARY BENEFICIARIES ADDENDUM
R. PETER ROSIER INDIVIDUAL RETIREMENT ACCOUNT NO. 16740

The Custodian/Trustee of my Account shall divide my entire Account into as many equal shares as there are children of mine named in the foregoing IRA Change of Beneficiary form and children of mine named in the foregoing IRA Change of Beneficiary form who have died leaving issue then surviving. Likewise, the Custodian/Trustee shall divide the share established for the benefit of the living issue of a deceased child of mine into as many equal shares as there are children of my said deceased child then living. If any child of mine shall be deceased leaving no issue surviving, his/her share shall be added to the remaining shares described in this paragraph in proportion to the initial fair market values of such shares. Following such division, the newly created separate accounts shall be maintained as if each were an account in my name payable solely to the applicable beneficiary, and no beneficiary shall have any further interest in or claim to any account other than the separate account representing his or her interest.

If, after applying the foregoing provisions of this Exhibit A, there are multiple beneficiaries entitled to ownership of my Account simultaneously, I direct that each such beneficiary's proportionate share of my Account shall be treated as a separate account, payable solely to such beneficiary, within the meaning of Treasury Regulation §1.401(a)(9)-8, A-3, and that the Account shall be deemed divided (as of the date of my death) into separate accounts, in proportion to the relative amounts payable to the respective beneficiaries, with one such separate account payable to each of my beneficiaries for purposes of determining the amount required to be distributed to each beneficiary under §401(a)(9) of the Internal Revenue Code of 1986, as amended. So long as the separate accounts remain commingled, all investment gains and losses incurred in my Account shall be allocated among the separate accounts in proportion to the relative values of the separate accounts. A distribution from my Account to any beneficiary (or a transfer from my Account to a separate Individual Retirement Account, still in my name, and payable to such beneficiary) shall be charged to that beneficiary's separate account, reducing its value for purposes of subsequent allocations of investment gains or losses. If necessary, the beneficiaries shall be entitled, by written instructions to the Custodian/Trustee, to have my account partitioned into multiple accounts, corresponding to each beneficiary's separate account, as of or at any time after my death, to the maximum extent such division is permitted by law to occur without causing a deemed distribution of any part of my Account. Following such partition, the newly created separate accounts shall be maintained as if each were an account in my name payable solely to the applicable beneficiary, and no beneficiary shall have any further interest in or claim to any account other than the separate account representing his/her interest.

Except as described in the paragraph set forth above regarding the division of my account into separate shares, the Custodian/Trustee of my Individual Retirement Account shall distribute the share of my account/benefit established for

each beneficiary described above to such beneficiary, free of trust, as soon as is practicable following my death; provided; however, that if any beneficiary (or any Custodian for a beneficiary under a Uniform Transfers to Minors Act account or any guardian of a beneficiary or any other fiduciary acting for an incapacitated beneficiary) desires to take distribution of such beneficiary's separate account other than in a single lump sum, the Custodian/Trustee shall maintain the beneficiary's separate account share of my Account in my Individual Retirement Account so that such beneficiary may take distributions therefrom as described below.

Each beneficiary for whom a share of my Account/benefit is established as a separate account (or his/her guardian, natural or court appointed, if he/she is deemed to be an incapacitated person for any reason or any Custodian under a Uniform Transfers to Minors Act account acting on behalf of a beneficiary or any other fiduciary acting for an incapacitated person as described above) shall have full power and authority (a) to direct the investment of all assets held by the Custodian/Trustee as a part of such beneficiary's separate account, and (b) to take distribution from his/her separate account as he/she, in his/her sole discretion, shall direct.

DATED this 1 day of February, 2007.

*Read all of the above as if
Carl Rosier were an equal child
of mine*
[Signature]
R. Peter Rosier

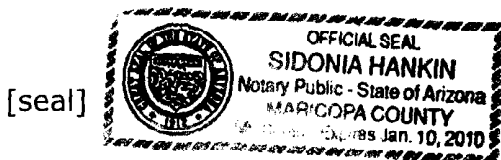
R. Peter Rosier has signed this instrument in the presence of all persons signing below, including the Notary Public, by making a mark, due to the fact that he cannot sign his name.

[Signature]
Witness

[Signature]
Witness

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 1 day February, 2007, before me, a Notary Public in and for said County, personally appeared R. PETER ROSIER, known to me to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.



[Signature]
Notary Public



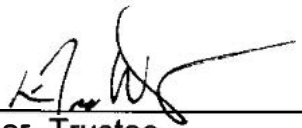
2008 00089374

Bk: 51247 Pg: 579 Doc: CERT
Page: 1 of 1 05/30/2008 03:59 PM**Trustee Certificate**

I, Eleni W. Rosier, Trustee under Declaration of Trust establishing the **WILSON STREET REALTY TRUST** (the "Trust") created by trust indenture of Trust dated April 29, 2005 do hereby state as follows: *Trust recorded at 45083-574*

- a.) The **WILSON STREET REALTY TRUST** dated April 29, 2005 remains in full force and effect;
- b.) The **WILSON STREET REALTY TRUST** dated April 29, 2005 has not been altered, or amended or revoked since its inception nor has it expired;
- c.) Eleni W. Rosier, Trustee, has been duly authorized and directed by one hundred (100%) percent of those holding a Beneficial Interest thereunder to convey the premises located at 7 Wilson Street, Hopkinton, Middlesex County Commonwealth of Massachusetts to Tatyana Murashova, individually.

Executed as an instrument under seal this 15 day of May 2008.


Eleni W. Rosier, Trustee
as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss,

May 15, 2008

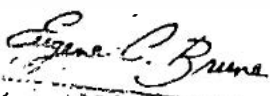
On this 15 day of May, 2008, before me, the undersigned Notary Public, personally appeared **Eleni W. Rosier**, Trustee, as aforesaid, proved to me through satisfactory evidence of identification which was a Massachusetts Drivers License, to be the person whose name is signed on this document, and acknowledged to me he signed it voluntarily for its stated purpose.


Notary Public: Shirley M. Sheridan
My Commission Expires: 03/06/09



Shirley M. Sheridan
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 6, 2009

James Medoff, Raider & Levey, LLC
74 West Central Street
Woburn, MA 01700


Eugene C. Brune
Middlesex S. Register



Bk: 51247 Pg: 580 Doc: DEED
Page: 1 of 2 05/30/2008 03:59 PM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 05/30/2008 03:59 PM
Ctrl# 100426 01569 Doc# 00089375
Fee: \$1,618.80 Cons: \$355,000.00

Massachusetts Quitclaim Deed

7 Wilson Street, Hopkinton, Massachusetts

I, Eleni W. Rosier, Trustee of the Wilson Street Realty Trust u/d/t dated April 29, 2005, of 7 Wilson Street, Hopkinton, Massachusetts for consideration paid, and in full consideration of **Three Hundred Fifty-Five Thousand and 00/100 (\$355,000.00) Dollars** grant to **Tatyana Murashova**, individually *at 45083-574* S.

of 7 Wilson Street, Hopkinton, Massachusetts

with Quitclaim Covenants

The land, with the buildings and improvements thereon, in Hopkinton, Middlesex County, Massachusetts, known and numbered as 7 Wilson Street, Hopkinton, Middlesex County, Massachusetts further described as follows:

The land and the buildings thereon situated on the Westerly side of Wilson Street and shown as Lot 1, and Lot 1 only, on plan of land entitled "Plan of Land in Hopkinton, MA prep. For Paul Mulhall, Scale: 1" = 50' Date: December 14, 1987, Prep. By J.D. Marquedant & Associates, Inc., Land Surveying and Engineering, 6 Walcott Street, Hopkinton, MA" which plan is on record at the Middlesex South Registry of Deeds in Book 19529, Page 014.

Being the same premises conveyed to grantor by deed of John W. Webber and Patricia A. Webber dated April 26, 2005 and recorded at Middlesex South District Registry of Deeds at Book 45083, Page 580.

Witness my hand and seal this 27 day of May, 2008.

Eleni W. Rosier, Trustee of The
Wilson Street Realty Trust

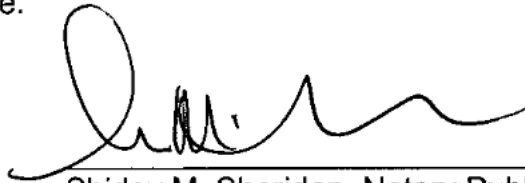
Zellars Medoff, Raider & Levy, LLC
74 West Central Street
Natick, MA 01760

COMMONWEALTH OF MASSACHUSETTS

Worcester ss.

May 27 2008

On this 27th day of May 2008, before me, the undersigned Notary Public, personally appeared **Eleni W. Rosier, Trustee of The Wilson Street Realty Trust**, proved to me through satisfactory evidence of identification which was a Drivers License, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Shirley M. Sheridan, Notary Public
My Commission Expires: 03/06/09



Shirley M. Sheridan
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 6, 2009



Attest Middlesex S. Register

State Form 290
General Laws,
Chapter 60, Section 23

MUNICIPAL LIEN CERTIFICATE
THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COLLECTOR OF TAXES
TOWN OF HOPKINTON
18 MAIN STREET
HOPKINTON MA 01748
508-497-9715

NUMBER: 2008-531

- Quarterly Billing -

Issued: May 14, 2008

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on May 14, 2008 are listed below.

TO:

ZALTAS, MEDOFF & RAIDER
74 WEST CENTRAL STREET
PO BOX 148
NATICK MA 01760

DESCRIPTION OF PROPERTY

Parcel Id: Map U12 Block: 3 Lot 0
Location: 7 WILSON ST
Acreage: 2.618
Legal Reference: 45083-580
Assessed Owner(s): ROSTER, ELENI W., TRUSTEE
7 WILSON STREET REALTY TRUST
Supposed Owner:

MISCELLANEOUS UNPAIDS

W/S UNPAID BALANCE	22.00
Miscellaneous Unpaid Total	22.00 0.00

VALUATION DETAIL TAX/\$1000

Residential	371,100	@	14.15
Open Space	0	@	14.15
Commercial	0	@	14.15
Industrial	0	@	14.15
Exempt	0	@	0.00
Agr. Credits	0		

BETTERMENT / LIEN DETAIL

2008	Amount	Com Int	2007	Amount	Com Int	2006	Amount	Com Int
CPA	76.72	0.00	CPA	74.44	0.00	W LIEN	63.50	7.36
N/A	0.00	0.00	N/A	0.00	0.00	FEES	0.00	5.00
N/A	0.00	0.00	N/A	0.00	0.00	CPA	67.71	0.00
N/A	0.00	0.00	N/A	0.00	0.00	N/A	0.00	0.00

ASSESSMENT DETAIL - Quarterly Billing -

ASSESSMENTS		2008	2007	2006
Preliminary 1st	Due: 08/01/2007	1,282.53	1,158.15	1,074.92
Preliminary 2nd	Due: 11/01/2007	1,282.53	1,158.15	1,074.92
Actual 1st/3rd	Due: 02/01/2008	1,343.01	1,344.34	1,241.39
Actual 2nd/4th	Due: 05/01/2008	1,343.00	1,344.34	1,241.38
District/Supl/Revised		76.72	74.44	67.71
Betterment and Liens		0.00	0.00	63.50
Committed Interest		0.00	0.00	12.36
Interest	To: 05/14/2008	0.00	0.00	53.82
Charges and Fees		0.00	0.00	0.00
DEFERRALS				
DEFERRAL		0.00	0.00	0.00
PAYMENTS				
Preliminary		0.00	0.00	0.00
Actual		5,251.07	5,004.98	4,632.61
District/Supl/Revised		76.72	74.44	67.71
Betterments/Liens		0.00	0.00	63.50
Committed Interest		0.00	0.00	12.36
Interest Paid		0.00	0.00	53.82
Charges and Fees		0.00	0.00	0.00
Abatement/Exemption		0.00	0.00	0.00
Deferral, Tax Title Transfer		0.00	0.00	0.00
CURRENT UNPAID TAXES (PER DIEM)		0.00 (0.00)	0.00 (0.00)	0.00 (0.00)

TOTAL AMOUNT DUE \$ 0.00 (0.00) + MISCELLANEOUS UNPAIDS AS DESCRIBED ABOVE

NOTATIONS & COMMENTS

CALL DPW TO SCHEDULE A FINAL WATER/SEWER READING - 497-9765
HOPKINTON HAS ACCEPTED THE COMMUNITY PRESERVATION ACT (CPA) DIRECT QUESTIONS TO THE ASSESSOR'S OFFICE AT 508-497-9720.
TAX LIENS HAVE BEEN PAID IN FULL.

THE TOWN OF HOPKINTON VOTED TO ALLOW A PRO RATE TAX ASSESSMENT ON THE VALUE OF CERTAIN IMPROVEMENTS TO REAL ESTATE MADE AFTER THE 6/30 ASSESSMENT. THE ASSESSMENT IS MADE ONLY ON THOSE PARCELS FOR WHICH AN OCCUPANCY PERMIT IS ISSUED DURING THE FISCAL YEAR & THE NEW CONSTRUCTION INCREASES THE PARCEL VALUE MORE THAN 50%. ANY QUESTIONS SHOULD BE DIRECTED TO THE ASSESSOR'S OFFICE AT 508-497-9720.

APPORTIONED BETTERMENT ASSESSMENTS NOT YET DUE \$ 0.00 WITH INTEREST TO BE ADDED.

I have no knowledge of any other lien outstanding.

EXHIBIT 10

Maureen L. Dwinnell
MAUREEN L. DWINNELL, Collector of Taxes
TOWN OF HOPKINTON

Exhibit Page 26

Bk: 51247 Pg: 578 Doc: MLC
Page: 1 of 1 05/30/2008 03:59 PM

2008 000853/3

EQUITY TRUST COMPANY

*The Leader in Self-Directed IRAs &
Small Business Retirement Plans*

225 BURNS ROAD P.O. BOX 1529 ELYRIA, OHIO 44036
440.323.5491 FAX: 440.323.4529 WWW.TRUSTETC.COM

Quarterly Statement October 1, 2008 - December 31, 2008

Page 1

Account Number: 16740

Account Type: TRADITIONAL IRA



R. PETER ROSIER
8270 COLLEGE PKWY STE 201
FORT MYERS FL 33919-5107

QUARTERLY ACCOUNT SUMMARY

	<u>Value as of 10/01</u>	<u>Change in Value</u>	<u>Value as of 12/31</u>
Asset Value	\$652,919.00	\$0.00	\$652,919.00
Cash Account	\$6,553.58	\$4.13	\$6,557.71

Total Account Value

\$659,476.71

Certain assets may be listed at cost or designated "not available" where the asset is illiquid and/or no readily available market information exists. Accordingly, the Account Value may not reflect the true market value of the assets in your account.

ACCOUNT DETAIL

Contributions:

- Current Year:	\$0.00
- Previous Year:	\$0.00

Rollovers/Conversions:

\$0.00

Transfers In:

\$0.00

Transfers Out:

\$0.00

Distributions:

\$0.00

Beneficiaries:

Primary:

Rosier, Elizabeth R

Rosier, Jacob C

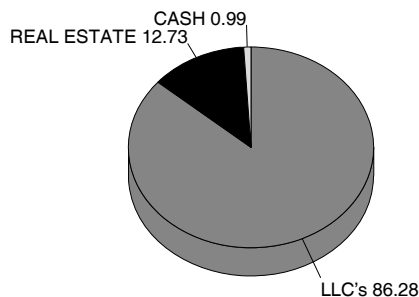
Secondary:

Rosier, Patrick A

IMPORTANT ANNOUNCEMENTS

- Equity Trust Company's Client Service Specialists are available M-F 8:30 a.m. to 7:00 p.m. EST.
- Need an Easy Way to Contribute to Your Account? Equity Trust's ACH (Automated Clearing House) option allows you to make automatic contributions from your checking or savings account. To sign up call your First Class Service Team.
- Online Trading is available with trades as low as \$29.95.
- ETC requires the original, notarized paperwork on all submitted Fair Market Value Forms in order to process the request. Thank you.
- Equity Trust Company will be closed for the following holidays: Friday, April 10th, 2008 (Good Friday).

ASSET ALLOCATION



Account valuations of illiquid assets and/or assets where no readily available market information exists are generally reported at their cost or are designated "not available" (shown on the side of statements.) This valuation may not reflect true market value. Such assets include, without limitation, private equity, hedge funds, private program investment, partnerships, limited liability companies, privately held securities and other similar investments.

EXHIBIT 11

Exhibit Page 28

EQUITY TRUST COMPANY

*The Leader in Self-Directed IRAs &
Small Business Retirement Plans*

225 BURNS ROAD P.O. BOX 1529 ELYRIA, OHIO 44036
440.323.5491 FAX: 440.323.4529 WWW.TRUSTETC.COM

Quarterly Statement October 1, 2008 - December 31, 2008

Page 3

R. PETER ROSIER

Account Number: 16740

Account Type: TRADITIONAL IRA

IRN - Investment Reference Number		PORTFOLIO POSITIONS		
ASSET DESCRIPTION	UNITS/ SHARES	UNIT PRICE ON 12/31	ACCOUNT VALUE	% OF TOTAL
LLC's				
IRN: A016417 3502 SOUTH BEACH HARBOR, LLC 11.1111% OWNERSHIP R. PETER ROSIER, IRA #16740 ORIGINAL OPERATING AGREEMENT. S/K 081503	1.00	\$500,000.00	\$500,000.00	
IRN: NBC-RPR 1686 NAPLES BOAT CLUB, LLC REGULATIONS OF NAPLES BOAT CLUB, LLC - SOUTH BEACH HARBOUR LLC R. PETER ROSIER IRA #16740 LETTER FROM CLIENT STATING ORIGINAL HELD BY COMPANYS ATTORNEY, ORIGINAL OPERATING AGREEMENT. S/K 050603	1.00	\$69,000.00	\$69,000.00	
TOTAL LLC's:			\$569,000.00	86.28
LAND TRUST				
IRN: A009951 2456 GREEN MEADOWS TRUST 4% BENEFICIAL INTEREST R. PETER ROSIER, IRA #16740 ~~~~~ DOCUMENTS NOT HELD BY ETC: ORIGINAL TRUST AGREEMENT	1.00		\$0.00	
IRN: A009952 2457 ORANGECORK TRUST 1.6665% BENEFICIAL INTERST R. PETER ROSIER, IRA #16740 ~~~~~ DOCUMENTS NOT HELD BY ETC: ORIGINAL TRUST AGREEMENT	1.00		\$0.00	
IRN: A009953 2459 CORKSCREW PROPERTIES, LTD .731452% BENEFICIAL INTEREST R. PETER ROSIER, IRA #16740 ~~~~~ DOCUMENTS NOT HELD BY ETC: ORIGINAL TRUT AGREEMENT	1.00		\$0.00	
TOTAL LAND TRUST:			\$0.00	
REAL ESTATE				
IRN: I0016933 277 CLIENT SPONSORED REAL ESTATE 20.28% OWNERSHIP 7 WILSON STREET HOPKINTON MA 01748 \$82,945.20 R. Peter Rosier,IRA # 16740 WAITING FOR ORIGINAL RECORDED WARRANTY DEED.	1.00	\$83,919.00	\$83,919.00	
TOTAL REAL ESTATE:			\$83,919.00	12.73
NOTES				

EXHIBIT 11

Exhibit Page 29

EQUITY TRUST COMPANY

*The Leader in Self-Directed IRAs &
Small Business Retirement Plans*

225 BURNS ROAD P.O. BOX 1529 ELYRIA, OHIO 44036
440.323.5491 FAX: 440.366-3750 WWW.TRUSTETC.COM

Quarterly Statement January 1, 2009 - March 31, 2009

Page 1

Account Number: 16740

Account Type: TRADITIONAL IRA



R. PETER ROSIER
8270 COLLEGE PKWY STE 201
FORT MYERS FL 33919-5107

QUARTERLY ACCOUNT SUMMARY

	<u>Value as of 01/01</u>	<u>Change in Value</u>	<u>Value as of 03/31</u>
Asset Value	\$652,919.00	\$0.00	\$652,919.00
Cash Account	\$6,557.71	(\$1,596.10)	\$4,961.61

Total Account Value

\$657,880.61

Certain assets may be listed at cost or designated "not available" where the asset is illiquid and/or no readily available market information exists. Accordingly, the Account Value may not reflect the true market value of the assets in your account.

ACCOUNT DETAIL

Contributions:

- Current Year:	\$0.00
- Previous Year:	\$0.00

Rollovers/Conversions:

\$0.00

Transfers In:

\$0.00

Transfers Out:

\$0.00

Distributions:

\$0.00

Beneficiaries:

Primary:

Rosier, Elizabeth R

Rosier, Jacob C

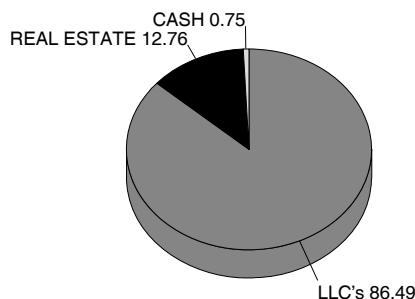
Secondary:

Rosier, Patrick A

IMPORTANT ANNOUNCEMENTS

- Tired of receiving paper statements? Sign up for E-statements through E-vantage!
- Equity Trust Company's Client Service Specialists are available M-F 8:30 a.m. to 7:00 p.m. EST.
- Need an Easy Way to Contribute to Your Account? Equity Trust's ACH (Automated Clearing House) option allows you to make automatic contributions from your checking or savings account. To sign up call your First Class Service Team.
- Online Trading is available with trades as low as \$29.95.
- ETC requires the original, notarized paperwork on all submitted Fair Market Value Forms in order to process the request. Thank you.
- Equity Trust Company will be closed for the following holidays: Monday, May 25th (Memorial Day) and Friday, July 3rd (Independence Day).

ASSET ALLOCATION



Account valuations of illiquid assets and/or assets where no readily available market information exists are generally reported at their cost or are designated "not available" (see the backside of statements.) This valuation may not reflect true market value. Such assets include, without limitation, private equity, notes, program investment, partnerships, limited liability companies, privately held securities and other similar investments.

EXHIBIT 12

Exhibit Page 27

EQUITY TRUST COMPANY

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Small Business Retirement Plans*

225 BURNS ROAD P.O. BOX 1529 ELYRIA, OHIO 44036
440.323.5491 FAX: 440.323.4529 WWW.TRUSTETC.COM

Quarterly Statement
January 1, 2009 - March 31, 2009

Page 3

R. PETER ROSIER

Account Number: 16740

Account Type: TRADITIONAL IRA

IRN - Investment Reference Number		PORTFOLIO POSITIONS		
ASSET DESCRIPTION	UNITS/ SHARES	UNIT PRICE ON 03/31	ACCOUNT VALUE	% OF TOTAL
LLC's				
IRN: A016417 3502 SOUTH BEACH HARBOR, LLC 11.1111% OWNERSHIP R. PETER ROSIER, IRA #16740 ORIGINAL OPERATING AGREEMENT. S/K 081503	1.00	\$500,000.00	\$500,000.00	
IRN: NBC-RPR 1686 NAPLES BOAT CLUB, LLC REGULATIONS OF NAPLES BOAT CLUB, LLC - SOUTH BEACH HARBOUR LLC R. PETER ROSIER IRA #16740 LETTER FROM CLIENT STATING ORIGINAL HELD BY COMPANYS ATTORNEY, ORIGINAL OPERATING AGREEMENT. S/K 050603	1.00	\$69,000.00	\$69,000.00	
TOTAL LLC's:			\$569,000.00	86.49
LAND TRUST				
IRN: A009951 2456 GREEN MEADOWS TRUST 4% BENEFICIAL INTEREST R. PETER ROSIER, IRA #16740 ~~~~~ DOCUMENTS NOT HELD BY ETC: ORIGINAL TRUST AGREEMENT	1.00		\$0.00	
IRN: A009952 2457 ORANGECORK TRUST 1.6665% BENEFICIAL INTERST R. PETER ROSIER, IRA #16740 ~~~~~ DOCUMENTS NOT HELD BY ETC: ORIGINAL TRUST AGREEMENT	1.00		\$0.00	
IRN: A009953 2459 CORKSCREW PROPERTIES, LTD .731452% BENEFICIAL INTEREST R. PETER ROSIER, IRA #16740 ~~~~~ DOCUMENTS NOT HELD BY ETC: ORIGINAL TRUT AGREEMENT	1.00		\$0.00	
TOTAL LAND TRUST:			\$0.00	
REAL ESTATE				
IRN: I0016933 277 CLIENT SPONSORED REAL ESTATE 20.28% OWNERSHIP 7 WILSON STREET HOPKINTON MA 01748 \$82,945.20 R. Peter Rosier,IRA # 16740 WAITING FOR ORIGINAL RECORDED WARRANTY DEED.	1.00	\$83,919.00	\$83,919.00	
TOTAL REAL ESTATE:			\$83,919.00	12.76
NOTES				

EXHIBIT 12

Exhibit Page 30

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS
SOUTHERN DISTRICT

SUPERIOR COURT
No. 06-M-655

IN THE MATTER OF:

GAIL ROSIER & JEFFREY STROBEL

ORDERS ON RESPONDENT'S "PETITION FOR MOTION TO CLARIFY"

Master recommends:

This matter came before the Court on March 11, 2009 for a hearing on the respondent's petition as captioned above. The respondent appeared *pro se*. The petitioner, although duly served with the petition in the State of Arizona, failed to appear for the hearing, and is in default.

The parties were divorced in the Dominican Republic on May 24, 1996. They have one (1) minor child, Connor Strobel, DOB: October 9, 1991. Pursuant to the Divorce Decree, the parties were awarded joint custody of Connor, but no further details were spelled out in the decree. Furthermore, there has never been a child support order entered in this or any other Court.

In 2006, Ms. Rosier filed a Petition to Register the Dominican Divorce Decree and to Bring Forward And To Establish A Parenting Plan. At that time, Ms. Rosier was residing in the State of Arizona, where she had been residing since on or about August 1, 2005. Mr. Strobel has been residing in Nashua, New Hampshire, for several years, and Connor has been residing primarily with his father, for many years.

In 2006, when Ms. Rosier brought the action in New Hampshire, as stated above, she was seeking clarification with regard to her having parenting time with Connor in Arizona. At that time, neither party requested any orders with regard to child support, however, at a hearing before this Court in 2006, Ms. Rosier submitted a proposed Uniform Support Order, which states the following:

"By agreement of the parties, child support is waived in lieu of college contribution."

This proposed Uniform Support Order was neither approved nor rejected by the Court because, as stated above, neither party sought entry of a child support order at that time.

Mr. Strobel now comes before the Court seeking an order affirming the parties' "agreement" that, in lieu of child support, Ms. Rosier would save money for Connor's college education. Connor is now a junior in high school, and is beginning the college search process.

As an initial matter, the Court addresses the issue of whether or not it has jurisdiction over Ms. Rosier to grant Mr. Strobel's requested relief. The Court finds that it does. Mr. Strobel testified that Ms. Rosier was a resident of New Hampshire for a period of time both prior, and subsequent to, the parties' divorce in 1996. Furthermore, Ms. Rosier submitted herself to the jurisdiction of this Court in 2006 when she sought modification of the parenting orders set forth in the Dominican Republic Decree of Divorce. At that time, Ms. Rosier submitted a proposed child support order in which she acknowledged the parties' agreement that "child support is waived in lieu of college contribution."

On these facts, the Court finds that it has personal jurisdiction over Ms. Rosier, a nonresident, to establish, enforce, or modify a support order, pursuant to RSA 546-B:3 II, III, and IV.

Based upon the testimony of Mr. Strobel, the Court finds that in 1997, the parties agreed that in lieu of Ms. Rosier paying child support to Mr. Strobel, she would save money for Connor's college education. In reliance on this agreement, Mr. Strobel has not received child support for Connor since February, 1997.

In her financial affidavit filed with this Court on July 19, 2006, Ms. Rosier lists the

following asset:

"Other Real Estate: \$150,000.00, Hopkinton, MA, for Connor's college"

Furthermore, in a pleading filed with this Court on July 31, 2006, entitled, "Answer to Motion to Clarify", Ms. Rosier, through counsel, asserted the following:

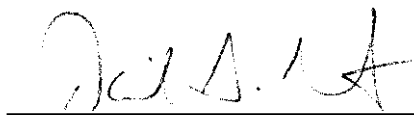
"In response to the allegations in paragraph 2 and 4, Gail says that she and her husband, Peter Rosier are co-owners with Eleni Rosier of property in Hopkinton, MA. She is without knowledge of why the online listing only shows one name. Gail has just realized that her share of this property being held for Connor's benefit is worth approximately \$105,000, not the \$150,000 she incorrectly indicated on her financial affidavit at the time of the hearing and apologizes for any misunderstanding this may have created."

Based upon the foregoing, the Court finds that the parties' agreement in 1997, that in lieu of child support, Ms. Rosier would "save" money to be used to pay Connor's college educational expenses is valid and enforceable. The Court enters the following specific orders:

1. Ms. Rosier shall immediately take all necessary steps to liquidate the real estate asset which is being held for the benefit of Connor's college educational expenses, and to ensure that the funds will be available for this purpose.
2. Ms. Rosier shall provide a complete accounting of the liquidated funds to Mr. Strobel, and the funds shall be placed into an appropriate account where the funds will be accessible for the payment of Connor's college educational expenses as they accrue.

Date:

3/13/09



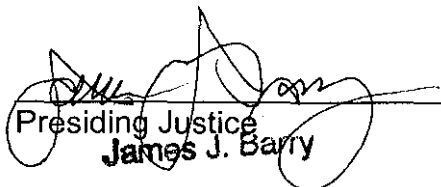
DAVID S. FORREST,
Marital Master

Master's recommendation is approved. Decree entered in accordance therewith.

Date:



DSF:lat



Presiding Justice
James J. Barry

LAW OFFICES

JOHN G. PATTULLO, P.C.

8121 East Indian Bend Road
Suite 128
Scottsdale, Arizona 85250

JOHN G. PATTULLO
Certified Tax Specialist
Arizona Board of Legal Specialization
Fellow, The American College of Trust &
Estate Counsel

TELEPHONE
(602) 956-5050

FACSIMILE
(480) 222-3878

jgp@jgplaw.net

OUR FILE NUMBER

R0707

March 8, 2012

Certified Mail Return Receipt Requested

Equity Trust Company
225 Burns Road
Elyria, Ohio 44035

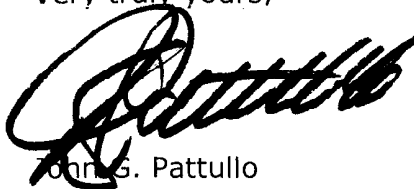
Re: R. Peter Rosier, I.R.A. Account No. 16740

To Whom It May Concern:

Enclosed herewith you will find the original IRA Designation or Change of Beneficiary Form for the above-referenced Individual Retirement Account. Dr. Rosier signed this Designation in my presence on February 1, 2007.

As I believe you are aware, Dr. Rosier passed away on March 15, 2007. Please process this Designation accordingly.

Very truly yours,



John G. Pattullo

JGP: jpII

Enclosure

cc: Jacob Rosier
Charity Hartsig, Esq.
Julio Zapata, Esq.
(w/ enclosures)

EQUITY TRUST COMPANY

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IRA Designation or Change of Beneficiary Form

1. IRA OWNER INFORMATION

Name R. PETER ROSIER Soc. Sec. No. _____
Account # 16740 Daytime Phone _____ Home Phone _____

2. BENEFICIARY DESIGNATION - - SEE EXHIBIT A, ATTACHED

A. Primary Beneficiary(ies). In the event of my death, pay my IRA balance to the primary beneficiary(ies) listed below:

Name ELIZABETH P. ROSIER Date of Birth _____ Percent* ~~50%~~ 33 1/3 %
Address _____
Soc. Sec. No. _____ Relationship Daughter
Name JACOB C. ROSIER Date of Birth _____ Percent* ~~50%~~ 33 1/3 %
Address _____
Soc. Sec. No. _____ Relationship Son
Name Coil Rosier Date of Birth _____ Percent* 33 1/3 %
Address _____
Soc. Sec. No. _____ Relationship Spouse
Total 100%

B. Contingent Beneficiary(ies). If all of the primary beneficiary(ies) die before me, pay my IRA balance to the following contingent beneficiary(ies):

Name _____ Date of Birth _____ Percent* _____
Address _____
Soc. Sec. No. _____ Relationship _____
Name _____ Date of Birth _____ Percent* _____
Address _____
Soc. Sec. No. _____ Relationship _____
Name _____ Date of Birth _____ Percent* _____
Address _____
Soc. Sec. No. _____ Relationship _____
Total 100%

*If no percentage is indicated, the beneficiaries will share equally. If any of your beneficiaries die before you, the deceased beneficiary's share will be reallocated among the surviving beneficiaries on a pro rata basis. If you have reached your "required beginning date" (April 1 following your age 70 1/2 year), a change of beneficiary may affect your required minimum distribution.

3. SIGNATURES

I hereby release the Custodian/Trustee from and indemnify it for any and all claims arising from the Custodian/Trustee's actions hereunder. I understand this Designation or Change of Beneficiary will be effective on the date of receipt by the Custodian/Trustee and that upon any change of beneficiary, the right of all previously designated beneficiaries to receive benefit under this account shall cease. Accordingly, I hereby revoke my beneficiary designations made previously with respect to this IRA. I have the right to change this designation of beneficiary and to designate a new beneficiary at any time by completing a new IRA Designation or Change of Beneficiary form or in another format approved by the Custodian/Trustee. If none of my beneficiaries survive me, I direct that any balance in this account be paid to my estate. I understand that some state's laws require married individuals to name their spouse as beneficiary. I further understand that the IRA Custodian/Trustee cannot give me legal advice and I agree to consult with my own tax professional for advice.

IRA Owner's Signature _____ Date _____

Witness's Signature (if required) _____ Date _____

Witness's Name (please print) _____

Witness's Address (please print) _____

Custodian/Trustee's Signature _____ Date _____

Complete if required by state law.

Spousal Consent: I am the spouse of the IRA Owner and I approve and consent to the naming of a beneficiary other than myself. I transmute (transfer) any community property interest I have in this IRA into the separate property of my spouse.

Coil Rosier 2/1/2007
Spouse's Signature _____ Date _____

EXHIBIT A
PRIMARY BENEFICIARIES ADDENDUM
R. PETER ROSIER INDIVIDUAL RETIREMENT ACCOUNT NO. 16740

The Custodian/Trustee of my Account shall divide my entire Account into as many equal shares as there are children of mine named in the foregoing IRA Change of Beneficiary form and children of mine named in the foregoing IRA Change of Beneficiary form who have died leaving issue then surviving. Likewise, the Custodian/Trustee shall divide the share established for the benefit of the living issue of a deceased child of mine into as many equal shares as there are children of my said deceased child then living. If any child of mine shall be deceased leaving no issue surviving, his/her share shall be added to the remaining shares described in this paragraph in proportion to the initial fair market values of such shares. Following such division, the newly created separate accounts shall be maintained as if each were an account in my name payable solely to the applicable beneficiary, and no beneficiary shall have any further interest in or claim to any account other than the separate account representing his or her interest.

If, after applying the foregoing provisions of this Exhibit A, there are multiple beneficiaries entitled to ownership of my Account simultaneously, I direct that each such beneficiary's proportionate share of my Account shall be treated as a separate account, payable solely to such beneficiary, within the meaning of Treasury Regulation §1.401(a)(9)-8, A-3, and that the Account shall be deemed divided (as of the date of my death) into separate accounts, in proportion to the relative amounts payable to the respective beneficiaries, with one such separate account payable to each of my beneficiaries for purposes of determining the amount required to be distributed to each beneficiary under §401(a)(9) of the Internal Revenue Code of 1986, as amended. So long as the separate accounts remain commingled, all investment gains and losses incurred in my Account shall be allocated among the separate accounts in proportion to the relative values of the separate accounts. A distribution from my Account to any beneficiary (or a transfer from my Account to a separate Individual Retirement Account, still in my name, and payable to such beneficiary) shall be charged to that beneficiary's separate account, reducing its value for purposes of subsequent allocations of investment gains or losses. If necessary, the beneficiaries shall be entitled, by written instructions to the Custodian/Trustee, to have my account partitioned into multiple accounts, corresponding to each beneficiary's separate account, as of or at any time after my death, to the maximum extent such division is permitted by law to occur without causing a deemed distribution of any part of my Account. Following such partition, the newly created separate accounts shall be maintained as if each were an account in my name payable solely to the applicable beneficiary, and no beneficiary shall have any further interest in or claim to any account other than the separate account representing his/her interest.

Except as described in the paragraph set forth above regarding the division of my account into separate shares, the Custodian/Trustee of my Individual Retirement Account shall distribute the share of my account/benefit established for

each beneficiary described above to such beneficiary, free of trust, as soon as is practicable following my death; provided; however, that if any beneficiary (or any Custodian for a beneficiary under a Uniform Transfers to Minors Act account or any guardian of a beneficiary or any other fiduciary acting for an incapacitated beneficiary) desires to take distribution of such beneficiary's separate account other than in a single lump sum, the Custodian/Trustee shall maintain the beneficiary's separate account share of my Account in my Individual Retirement Account so that such beneficiary may take distributions therefrom as described below.

Each beneficiary for whom a share of my Account/benefit is established as a separate account (or his/her guardian, natural or court appointed, if he/she is deemed to be an incapacitated person for any reason or any Custodian under a Uniform Transfers to Minors Act account acting on behalf of a beneficiary or any other fiduciary acting for an incapacitated person as described above) shall have full power and authority (a) to direct the investment of all assets held by the Custodian/Trustee as a part of such beneficiary's separate account, and (b) to take distribution from his/her separate account as he/she, in his/her sole discretion, shall direct.

DATED this 1 day of February, 2007.

*Read all of the above as if
Carl Rosier were an equal child
of mine*
[Signature]
R. Peter Rosier

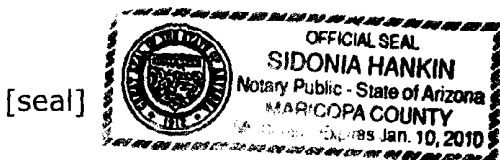
R. Peter Rosier has signed this instrument in the presence of all persons signing below, including the Notary Public, by making a mark, due to the fact that he cannot sign his name.

[Signature]
Witness

[Signature]
Witness

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 1 day February, 2007, before me, a Notary Public in and for said County, personally appeared R. PETER ROSIER, known to me to be the same person described in and who executed the within instrument, who acknowledged the same to be his free act and deed.



[Signature]
Notary Public

EQUITY TRUST COMPANY

Security Designation Form

P.O. BOX 1319 • ELYRIA, OHIO 44036 • PHONE: (877) 693-8208 • FAX: (440) 366-3755 • WWW.TRUSTETC.COM • EMAIL: HELP@TRUSTETC.COM

IMPORTANT PLEASE READ: Your PIN Code is the key to accessing your account information when speaking with your First Class Service Team. Equity Trust understands that privacy and security are very important. That is why we will not provide information about your account to anyone without validating the PIN code you have chosen. In the event that you may forget your pin code we request that you please complete one of the security questions listed below. A member of your First Class Service Team may use that question as an alternative to the PIN. A separate form is required for each additional account in which you need to update security information.

1 ACCOUNT INFORMATION

THIS FORM IS INTENDED TO:

☒ Change security information on existing account

☐ Establish security information for a new account

ACCOUNT OWNER NAME

GAIL ROSIER

SOCIAL SECURITY NUMBER

539-78-2012

ADDRESS

14450 N. Thompson Pk Pkwy #216

ACCOUNT NUMBER (If changing pin)

16740

CITY

Scottsdale, AZ 85260

STATE

AZ

ZIP CODE

85260

PRIMARY DAYTIME PHONE NUMBER

E-MAIL ADDRESS

tabularasa1017@

hotmail.com

2 CREATE A PIN NUMBER

A Confidential Six Digit PIN Number is required to access your account. You will need a PIN Number to access personal information on your account when calling or accessing your account online.

Confidential Six Digit Pin Number:

1 0 0 9 9 1

(Must Be Entirely Numeric)

1 2 3 4 5 6

3 SELECT A SECURITY QUESTION

In case you forget your PIN Number, please select one of the following questions below and provide an answer. If you forget your PIN Number, this secret question can be used in place of the pin.

SECURITY QUESTIONS (PICK ONE)



What's my pet's name?

Answer:



What's my mother's maiden name?

Answer:

Barclay



Where did I go to high school?

Answer:

SIGN & DATE

X Gail Rosier
Account Owner's Signature

4/14/12
Date

X
Custodian's Signature

Date

EXHIBIT 14

EQUITY TRUST COMPANY, CL209R, Rev. 0, 5/07/07

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