

GUIDELINES FOR LIVING
Rules Governing Residency at Heritage Village Manufactured Housing Community
IMPORTANT NOTICE REQUIRED BY LAW

The rules set forth below govern the terms of your occupancy arrangement with this manufactured housing community. If these rules are changed in any way, the addition, deletion or amendment must be delivered to you, along with a copy of the certified mail receipts indicating that such change has been submitted to the attorney general and the director of housing and community development and either a copy of the approvals thereof by the attorney general and said director or a certificate signed by the owner stating that neither the attorney general nor said director has taken any action with respect thereto within the period set forth in paragraph (5) of section thirty two L of chapter one hundred and forty. This notification must be furnished to you at least thirty days before the change goes into effect. The law requires all of these rules and regulations to be fair and reasonable, or said rules and regulations cannot be enforced.

You may continue to stay in the community as long as you pay your rent and abide by the rules and regulations. You may only be evicted for nonpayment of rent, violation of law or for substantial violation of the rules and regulations of the community. In addition, no eviction proceedings may be commenced against you until you have received notice by certified mail of the reason for the eviction proceeding and you have been given fifteen days from the date of the notice in which to pay the overdue rent or to cease and desist from any substantial violation of the rules and regulations of the community; provided, however, that only one notice of a substantial violation of the rules and regulations of the community is required to be sent to you during any six month period. If a second or additional violation occurs, except for nonpayment of rent, within six months from the date of the first notice, then eviction proceedings may be commenced against you immediately.

You may not be evicted for reporting any violations of law or health and building codes to the boards of health, the attorney general, or any other appropriate government agency. Receipt of notice of termination of tenancy by you, except for nonpayment of rent, within six months after your making such a report shall create a rebuttable presumption that such notice is reprisal and may be pleaded by you in defense to any eviction proceeding brought within one year.

Any group of more than fifty percent of the tenants residing in the manufactured housing community has certain rights under section thirty-two R of chapter one hundred and forty, to purchase the community in the event the owner intends to accept an offer to sell or lease the community in the future. If you wish to receive further information about the financial terms of such a possible purchase, you may so notify the owner at any time by signing the attached request for information and returning it to the owner in person or by certified mail. Such request for information shall not obligate you to participate in any purchase of the community. For a proposed sale or lease by the owner which will result in change or use or discontinuance of the community you will receive information at least two years before the change becomes effective. Otherwise, requests for information or similar notices from more than fifty percent of the tenants residing in the community must be on file with the owner before the owner is required to give you information concerning the financial terms of a sale or lease.

This law is enforceable by the consumer protection division of the attorney general's office.

**RULES OF
HERITAGE VILLAGE
Waterview Drive, Gardner, MA
(978) 632-7375**

These rules govern the homeowners/residents' occupancy and use of the home site and common areas in the community. They are intended to promote the convenience, quiet enjoyment, safety, and welfare of the residents in this community; preserve the property of both residents and the community owner/operator, preserve and enhance the quality of life in the community; and allocate services and facilities in a fair and appropriate manner.

1. Community Owner(s), Manager and Emergency Phone Number

Community Owner(s)' Name(s), Address and Phone Number:

Rodgers Family Holdings, Inc. Peter Graves - President
843 West Hollis Street
Nashua, New Hampshire 03062
(603) 882-3285

Community Manager's Name, Address and Phone Number:

George Augusto Rodgers' Companies – (603) 882-3285
Heritage Village Maria Bergas – Office Manager
55 Sunrise Lane Mark Rodgers – Head Maintenance Superintendent
Gardner, MA 01440
(978) 632-7375

Emergency Phone Number: (603) 882-3285 – This number is monitored by live operators 24 hours per day, after hours or when the office is not staffed.

These rules use the term "owner/operator" to refer to either the owner(s), the operator(s), and/or the manager of the community.

1a. Retirement Community

Heritage Village is an age restricted community for residents aged -55 years of age or older. In order to qualify as a resident of this community, at least one member of each household must be 55 years of age or older at the time of application.

2. Application for Tenancy

Any person intending to establish tenancy in this community (the "applicant") must first fill out an application with the community manager in advance. The approval process must be completed after the initial agreement is reached, but before the sale, transfer, or sublease of the manufactured home is finalized. Tenancy applications shall be approved, and the owner/operator shall consent to entrance by the applicant and members of the applicant's household, if the applicant and the members of his household meet the currently enforceable rules of the community and the applicant provides reasonable evidence of financial ability to pay the rent and

other charges associated with the tenancy in question. The owner/operator shall have ten calendar days to consider each **completed** application. Approval of applications for tenancy shall not be unreasonably withheld or delayed. As part of this application process, a copy of the Community Rules will be provided to each prospective applicant.

3. Registration

Upon approval of the application for tenancy in the community, all residents in the community must register with the owner/operator. This registration requirement applies to all persons who intend to reside in the community with the exception of guests who remain less than ninety days in any calendar year.

4. Residents' Rights and Responsibilities under the Law

(a) All terms and conditions of occupancy shall be disclosed in writing and delivered to any prospective tenants, including without limitation any existing tenants whose current tenancy is being amended, renewed, or extended, and approved subtenants.

(b) These terms and conditions of occupancy are entitled the "Written Disclosures" and shall include at a minimum the Community Rules with attached "Important Notice Required by Law," along with the following: (a) the amount of rent; (b) an itemized list of any usual charges or fees; (c) the proposed term(s) of occupancy, including the option of a lease for a term of five years; (d) the names and addresses of all owners and operators of the community; (e) the size and location of the manufactured home site, including any known defects; and (f) a description of all common areas and facilities and any restrictions on their use. In addition, the owner/operator shall make available for resident inspection a copy of the Attorney General's manufactured housing regulations (940 C.M.R. 10.01 et seq.), either at the manager's office or in the area where the Community Rules are posted.

(c) Such Written Disclosures and Community Rules shall be signed and delivered by the community operator at least 72 hours prior to the signing of any occupancy agreement or the commencement of any new occupancy. All residents are required to sign a receipt acknowledging they have received and read both the Community Rules and Written Disclosures.

5. Rent

The due date for payment of rent is on the first day of the month, and if not received by the fifth day following, will be recorded as received after the due date. Any fees which may be imposed either for late payments (thirty days after the due date) or for checks returned for insufficient funds shall be listed in the Written Disclosures. Failure to pay rent as provided by law may provide grounds for evicting you from the community.

6. The Home Site

A rented site shall be used as the site for only the following: the manufactured home, which is to be used primarily as a residence; up to two personal motor vehicles; and ancillary structures or areas, such as patio areas, porches, and sheds.

7. **Occupancy**

In every home, there shall be no more than two occupants per bedroom, unless a higher or lower number is permissible according to the standards of the United States Department of Housing and Urban Development ("HUD") or other applicable local, state, or federal law.

8. **Common Areas**

The common areas of the community include the roadways and every area in the community except the homes sites and those areas restricted from residents' use, as disclosed in the Written Disclosures.

9. **Utilities**

a. **Owner/Operator's responsibility:** The owner/operator shall provide, pay for, maintain, and repair systems for providing water, sewage disposal, and electricity, up to the point of connection with each manufactured home, in accordance with applicable laws.

b. **Tenants' Responsibility:** The owner/management recommends that heat tapes on water pipes be tested by the tenant each year at the end of the summer to ensure that they are connected, on, and working properly, because the tapes protect against water freezing in the pipes under the home; running water through the pipes to prevent pipes from freezing is ineffective. Tenants are responsible for replacing broken or failed heat tapes. If pipes freeze and need to be repaired or replaced, and/or other damage remedied, the owner/management may seek reimbursement for any costs imposed by the tenant's negligence in maintaining the heat tape described in the preceding two sentences.

c. **Cable TV and Telephone Service:** Each homeowner shall pay for all cable TV, telephone, and internet service actually provided to the manufactured home.

d. **Metered Utilities:** Each homeowner is required to pay for his or her own use of gas, oil, and electricity, as long as (1) there is individual metering by a utility or utilities, (2) the meter serves only the individual home, and (3) the homeowner's payment obligation has been disclosed in the Written Disclosures.

e. **Changes in Gas and Electrical Service:** Any homeowner wishing to make changes, increases, or alterations to his or her gas or electrical service must first notify the owner/operator that he or she has obtained proper permits and complied with all applicable electrical or other safety codes.

f. **Tampering With Utilities:** Tampering with meter boxes and utility services is not permitted.

g. **Disposal of Wastes:** The community's utilities and sewage systems shall be regularly maintained in accordance with applicable laws. Residents may not dump, flush or discharge any hazardous or toxic waste, or other harmful or improper wastes or substances into the disposal systems or drains -- such as toilets, showers, bathtubs, and sinks -- which serve the home, clubhouse, or other common area in the community. Examples of substances and wastes

covered by this rule include the following: aluminum foil, sanitary napkins, baby diapers, baby wipes, coffee grounds, oatmeal, leaves, grease, paint, oil, gas, motor oil, coolant, oil filters, or solvents. Residents shall dispose of such substances and wastes according to proper handling and removal instructions and according to law.

h. **Heating Systems and Heating Fuel:** With the exception of electrical services, Heritage Village provides NO fuel, facilities, systems, infrastructure, or maintenance related to heat of the resident's homes. Heating fuel, including but not limited to propane, fuel oils, and cord wood shall be stored in a manner consistent with all applicable codes. The community owner assumes no responsibility for the resident's choices of heating fuel, and fuel vendor nor any acts of negligence associated therewith. Any propane or fuel oil tank and connecting lines on the premises shall be above ground, and is the sole property and responsibility of the resident or, if said facilities are leased, the owner of the tank and lines. Due to the environmental liability associated with fuel oil storage, all such tanks within the communities premises shall be properly containerized in a NFPA approved containment device ("Tank Tub" or similar) designed to prevent leakage in the event of fuel oil release; or shall be a NFPA approved double walled tank with an indicator/alarm in the event of internal wall failure. Storage of cord wood must be neat, in the residents own yard and must not exceed one cord at a time.

10. Satellite Dishes

Residents may install satellite dishes no larger than that allowed by current F.C.C . regulations (up to 39 inches in diameter, as of August 2000), as long as they obtain prior written approval of the owner/operator, which approval shall not be unreasonably withheld or delayed. All satellite dishes, regardless of size, should be installed with respect for the safety and view of neighbors.

11. Maintenance of Community Roadways, and Other Common Areas

The community owner/operator shall maintain the community roadways and common areas within the community in good repair, and in compliance with applicable health and safety laws. As part of this responsibility, the owner/operator shall ensure that roadways are reasonably free of debris and potholes, and other common areas are clean, in good repair, and free from debris and rubbish.

12. Snow Removal

The community owner is responsible for clearing snow and removing ice, where necessary, from the community roadways and other common areas. Residents are responsible for clearing snow and removing ice, where necessary, on their home sites. When removing snow from driveways, residents should make efforts to put the snow in their own yards and not in community roadways.

13. Water Use

a. Residents are encouraged to be aware of water conservation at all times. Residents should make every effort not to leave any faucets or toilets running, leaking, or dripping, and water shall not be left running to protect against freezing.

b. Residents may use the community's water for their ordinary personal and household needs. Excessive use of water, over and above personal and household needs, is not acceptable, and this rule shall be applied in a reasonable and nondiscriminatory manner.

c. Watering of lawns is permitted by means of hand-held watering devices and/or other watering devices in accordance with schedules which reflect local ordinances and water bans and are changeable from time to time. Such schedules shall be posted in common areas.

14. Garbage and Rubbish Collection and Disposal

a. The owner/operator shall be responsible for the final removal of residents' ordinary household garbage and rubbish. As of this date, curbside pick up of household refuse is scheduled each Monday. All residents shall place household trash in bags or trash cans, at the curb. No refuse is to be piled outside of the container. No oils, paints, batteries, tires, explosives or other non-household refuse shall be disposed of. Please contact the Gardner DPW for disposal instructions pertaining to non household refuse.

c. It is the resident's responsibility to dispose of larger items that require special handling, such as appliances, furniture, and hot water heaters. Disposal of any waste from construction and remodeling projects shall be the responsibility of the resident, and such items shall not be placed on the curb for pick up.

d. If the municipality or trash collection company imposes recycling rules, the owner/operator may require residents, without charge, to comply with such recycling rules, once the residents have received reasonable notice of such recycling rules.

e. Yard waste and dead brush may be disposed of only in areas designated by the community owner/operator.

f. Residents may not dump trash on common areas.

15. Aesthetic Standards for Exterior of the Home and Site

a. **Maintenance of Structures:** All homes, exterior doors, steps, patio areas, additions, decks, porches, skirtings, awnings, sheds, fences, and/or other outside structures shall be maintained by the tenant in good repair and structurally sound condition; free of rust spots or unsightly chipped, peeling, or flaking paint; free of broken windows, where applicable; and in compliance with all applicable governmental requirements.

b. **Maintenance of Site:** All residents shall keep their site neat, clean, and free from yard waste, dead brush, garbage, and other refuse. Lawns and shrubs should be kept mowed and trimmed to prevent them from appearing overgrown.

c. **Repairs to the Home or Site by Community Owner/Operator:** If the home's exterior does not comply with any enforceable community rule, the owner/operator may notify the resident in writing that: specific work is required to bring the home or site into compliance

with such rule, and the owner/operator may elect to perform the work at the resident's expense if the resident does not do the work within 10 days of receiving such notice. The notice must also specify the amount that will be charged to the resident. If the resident does not do the work within ten days of receipt of such notice, the owner/operator may perform the work and charge the resident the amount specified in the notice, provided that such charges have been listed in the Written Disclosures described in Rule 4. Nothing in this section shall preclude the Owner/Operator from pursuing other remedies for breach of this section as allowed by applicable law.

d. **Structural Modifications to Home or Site:** With the exception noted below, any external structural modifications to the home or site must conform to the general aesthetic standards, for materials, design and siting, of the majority of homes in the community. For purposes of this rule, the term "external structural modifications" includes, among other things, any change in the structure of the outside of the home itself or patio areas, or the erection or alteration of any additions, decks, porches, skirting, awnings, sheds, fences, enclosures, or other outside structures. Such external structural modifications may be made only with the written approval of the owner/operator, who will determine whether the plans or drawings comply with the community's reasonable rules on aesthetic requirements and whose approval shall not be unreasonably withheld or delayed. For those improvements requiring the approval of the local building inspector, the resident may not begin the work until he or she has submitted to the owner/operator reasonable proof of such approval by the local building inspector. The community owner/operator shall not enforce any otherwise enforceable rule governing the exterior of homes against homes built before June 15, 1976, if it would not be practicable or possible for such home to conform with such rule because the home does not comply with the federal standards for construction of manufactured housing that were made effective on that date. A construction checklist denoting procedure and required elements for construction approval is available to residents. Please contact the office to obtain this checklist prior to contracting or beginning a construction project within the community.

e. **Exterior Aesthetic Standards for Community.** A list of exterior aesthetic standards for our community include:

Siding, Roofing and trim- Siding and trim of all buildings and appurtenant structures shall be kept painted and in a manner harmonious with other structures on the lot. Rotted wood and rusted metal surfaces are to be repaired or replaced in a good and workmanlike manner. No press boards, plywoods, tarpaper or housewraps shall be bare to the weather. Roofing shall be of a material manufactured for such purpose, and shall not be allowed to deteriorate to be either a structural defect nor eyesore. Textured 111 (a.k.a. T-111) and like pressboard materials, being particularly prone to swelling, flaking and deteriorating, are not to be used as finish siding materials.

Skirting – All homes are to be skirted in a material specifically manufactured for such purpose, including vinyl and aluminum. It is advisable to follow manufacturer's guidelines for ventilation panels to allow air circulation under the home.

Steps, Decks and Entrances – All stairs, steps, landings and decks and related railings shall be built in accordance to applicable building codes. If wooden, kept painted or stained in a manner harmonious with the rest of the home and structures, and any rotted components replaced or

repaired at all times. Said areas of the home and its entrance shall be free of rubbish, debris, grills and the like and shall not be used for storage of items that may present a trip or fall hazard.

16. Interior Appearance and Improvements

Tenants shall be responsible for the interiors' compliance with applicable governmental health, safety, and other regulations, and shall only be subject to enforcement by the appropriate governmental authorities.

17. Landscaping

a. Landscaping by Owner/Operator: With regard to landscaping -- such as plants, trees, or shrubs -- that the owner/operator has done at the home sites or in common areas, residents may not remove or substantially change the appearance of such landscaping without the approval of the owner/operator. In addition, no trees planted by the owner/operator shall be trimmed without the permission of the owner/operator. Such approval shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings. In addition, this rule does not prohibit residents from removing any improvements made by the resident (including landscaping), as long as the resident repairs any damage to the home site caused by the removal of such improvements.

b. Landscaping by Residents: Most utilities are located underground and therefore residents may only do substantial landscaping of their sites after complying with all enforceable rules on digging (see Rule 18 below) and obtaining owner/operator's prior written approval, which shall not be unreasonably withheld or delayed. This rule does not prevent residents from doing routine gardening at their site or engaging in regular maintenance of their lawns, shrubbery, and other plantings.

18. Digging

Before a resident begins to dig or excavate on his or her site, he or she must notify "Dig-Safe" and comply with state "Dig-Safe" law. The number for Dig-Safe is 1-888-344-7233. The owner/operator must be given notice of the appropriate Dig-Safe clearance numbers and clearance dates. This rule does not prohibit residents from doing routine gardening and maintenance of lawns and shrubbery .

19. Goods and Services

The resident may hire any vendor, supplier, or contractor of his or her choice to provide goods and services for the home and home site. For those vendors, suppliers, or contractors (the "vendor") whose provision of goods or services may pose risks to the health, safety, welfare or property of other residents, the owner/operator, or the community as a whole, the resident can hire that vendor only if, before such goods or services are provided, the vendor submits to the resident reasonable evidence that he or she has insurance in an amount reasonably related to the size of the risk(s), and such reasonable evidence shall be provided to the owner/operator upon request. For all vendors supplying heating fuel products such as fuel oil, propane, cord wood and the like, and any vendor engaged in repairs, remodeling or construction to the home, certificates

abide by all enforceable community rules, any fire, health, safety, and sanitary laws, and all other relevant national state or local standards that are applicable to the community and/or the home. Residents will make sure that their guests and children are sufficiently informed so that they understand and comply with all reasonable and applicable community rules.

b. **Privacy, Use and Quiet Enjoyment:** Residents and their guests shall not interfere with the other residents' privacy, use, and quiet enjoyment of their homes or home sites at any time.

c. **Noise and Disturbances:** Residents may not play any stereo radio, or television, or otherwise create noise, at a level that unreasonably interferes with other residents' right to quiet enjoyment of their homes and home sites. Reasonable quiet must be maintained between the hours of 10:00 P.M. and 7:00 A.M., or during the time period specified in any applicable local by-law or ordinance.

d. **Interference With TV and Radio Reception:** The community does not permit any short wave or CB equipment or similar device that interferes with other residents' privacy or their ability to receive television, radio, or other transmissions.

e. **Use of Firearms and Fireworks:** Discharging of firearms, paint guns, or air guns is prohibited within the community area. The use of fireworks in the community is prohibited.

25. Non-Residential Activities

Non-residential activities are permissible in the home or at the home site, as long as residents conform to all applicable zoning and other laws, and do not substantially disrupt the residential nature of the community. Excessive parking, traffic, and noise may be examples of such substantial disruptions of the community's residential nature. In addition, if non-residential activities lead to long-term excessive use of utilities, they may fall under this rule.

Yard sales are permitted so long as they are set up and held in a fashion that does not unreasonably restrict or impede other residents use of roadways and common areas. The person or persons holding the yard sale must insure any parking related to the yard sale allows passage of traffic within the community. Residents must request the owner/operator's approval to hold yard sales; and such permission shall not be unreasonably withheld or delayed.

26. Pets

All pets must be properly licensed by and immunized, if so required by the local municipality. All residents must disclose to the owner/operator ownership of any pets that go outside. All pets, whether inside or outside the home, are prohibited from disturbing the peace and quiet, and threatening the health, safety or property of residents. No resident may keep a pet whose conduct has endangered the health, safety or property of other residents or their guests. Whenever a pet is outside your home, it must be reasonably restrained at all times, by either a leash or other reasonable restraint. The pet owner is responsible for cleaning up after his pet. If the pet owner violates this rule, the owner/operator may take whatever steps are permitted by law to have the pet removed from the community.

27. **Vehicles and Parking**

a. **Two Personal Motor Vehicles Per Site:** Residents may park two personal motor vehicles at their site. A personal motor vehicle is any registered vehicle that does not exceed a gross weight of 8600 pounds, with two or more axles.

b. **Guest Parking:** In addition to parking in designated parking spaces on the home site, guests may park their vehicles (1) in the guest parking areas or (2) on the street, as long as they do not interfere with the safe passage of emergency vehicles, snow plows and other residents' rights to use and quiet enjoyment of their homes and home sites.

c. **Unregistered Vehicles:** No permanently unregistered vehicles that are unsightly, in obvious disrepair, or in violation of local ordinances shall be permitted in the community.

d. **Other Vehicles:** Boats, trailers, motor homes, recreational vehicles, and commercial vehicles over 8600 pounds may be kept in the community only if the owner/operator provides permission and a storage area for such purposes. However, this is a first come first serve basis.

e. **Violations and Towing:** Any vehicle parked in violation of any enforceable rule, shall, after reasonable notice to the vehicle owner and the appropriate local authorities, be towed at the expense of the owner of that vehicle.

28. **Use of Community Roadways**

a. **Speed Limit:** All vehicles shall be driven at a safe speed within the community. In any case, the speed shall not exceed either the posted speed limit or 15 miles per hour.

b. **Interference With Residents' Right to Use and Quiet Enjoyment:** Residents and their guests shall operate their motor vehicles in a safe manner and obey all road signs, signals, and speed limits posted in the community. No vehicle may be operated by an unlicensed driver or in a manner that interferes with other residents' quiet enjoyment of their homes.

29. **Repair of Vehicles**

a. **Major Repairs:** Major overhauling, major repairs, major spray painting, changing of oil, or any other significant repairs to vehicles is not permitted in the community if such work may involve a risk of leakage of petroleum products. Residents are permitted to do minor repairs of their vehicles within the community as long as there is not such risk of a petroleum product leak.

b. **Oil or Gas Leaks.** Vehicles that are leaking or dripping oil or gas must be promptly repaired. If such leaks are not repaired, the owner/operator shall provide the resident with written notice of the leak and provide a reasonable period of time to repair such leak or remove the vehicle from the community; if residents fail to take corrective action within such

35. Replacement of Manufactured Home

If a tenant intends to replace his home with one of like dimensions, he or she shall obtain the approval of the owner/operator before placing the order for the new home, and such approval shall not be unreasonably withheld or delayed. The new home and its installation and placement on the site must comply with the community's reasonable rules and any applicable federal, state, or local governmental requirements. In addition, any workers hired to install the home must satisfy any applicable federal, state, or local laws, such as any applicable licensing or bonding requirements. See Rules 9, 15, 18 & 19, above, as applicable for additional requirements that may be imposed.

36. Approval of Owner/Operator and Enforcement of Community Rules

In any matter which requires the approval of the owner/operator, such approval may be reasonably based on the interests of either protecting the health, safety, welfare, or property of other community residents, the owner/operator, or the community property; and/or complying with standards set forth in enforceable community rules and applicable law. The owner/operator shall apply and enforce the rules in a nondiscriminatory manner, free from selective enforcement. In addition, such approval shall not be unreasonably withheld or delayed. In general, such "unreasonable" delay means more than ten days, unless another time period is provided in an enforceable rule or applicable law, provided the resident or applicant has completed or complied with applicable requirements as herein stated.

37. Complaints

All complaints should be addressed to the community management. It is preferred that complaints be in writing and signed; however, if you have an emergency or have concerns about placing your complaint in writing, you can contact the owner/operator at the number provided in Rule 1 and on the disclosure form. This rule does not restrict any resident from making any complaints to any government agency or other outside group.

38. Amendment of Rules

These rules are subject to addition, amendment, alteration, or deletion from time to time, within the discretion of the community owner/operator. At least 75 days before the effective date of any new rules or changes to existing rules, the owner/operator will both conspicuously post the changes at the mailbox center. The owner/operator will attach to these copies of the rules or changes to the rules the attached notice entitled "Important Notice Regarding Community Rules." All rules and any change to the rules will be submitted for approval to the Attorney General's Office and Department of Housing and Community Development, at least 60 days before their effective date. Copies of such rules or changes to the rules shall be provided to all residents at least 30 days prior to their effective date.

39. Severability

If any provision of these rules is held to be invalid, either on its face or as applied to residents, such a determination shall not affect the remaining rules.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Managing Attorney
 Consumer Protection &
 Antitrust Division
 Office of the Attorney General
 One Ashburton Place
 Boston, MA 02108-1598

7003 1010 0002 7899 6616

4b. Service Type

- Registered
- Certified
- Express Mail
- Insured
- Return Receipt for Merchandise
- COD

7. Date of Delivery JUL 28 2004

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Addressee or Agent)

X *William J. Toupin*

Domestic Return Receipt

PS Form 3811, December 1994

Thank you for using Return Receipt Service.

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

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BOSTON MA 02108

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees

1.06
 2.30
 1.75
 JUL 23 2004
 5.11

UNIT ID: 0060

Postmark Here

Perk: JVB4PO

07/23/04

Sent To

OFFICE OF THE ATTORNEY GENERAL

Street, Apt. No.;

or PO Box No.

City, State, ZIP+4

CONSUMER PROTECTION & ANTITRUST DIVISION

One Ashburton PLACE

BOSTON, MA 02108-1598

PS Form 3800, June 2002

See Reverse for Instructions

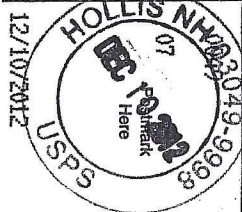
7003 1010 0002 7899 6616

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OFFICIAL USE
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| | | |
|---|----|--------|
| Postage | \$ | \$1.50 |
| Certified Fee | | \$2.95 |
| Return Receipt Fee (Endorsement Required) | | \$2.35 |
| Restricted Delivery Fee (Endorsement Required) | | \$0.00 |
| Total Postage & Fees | \$ | \$6.80 |



Sent to LAURA HARRIS - ASST. ATTORNEY GENERAL
 CONSUMER PROTECTION DIVISION
 Street, Apt. No., Office of Attorney General
 or PO Box No. ONE ASHBURTON PLACE
 City, State, ZIP+4 BOSTON, MA 02108

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LAURA HARRIS - ASST. ATTORNEY GENERAL
 CONSUMER PROTECTION DIVISION
 OFFICE OF ATTORNEY GENERAL
 ONE ASHBURTON PLACE
 BOSTON, MA 02108

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
- B. Received by (Printed Name) _____ C. Date of Delivery _____
- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

RECEIVED DEC 12 2012

3. Service Type
- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7004 1160 0001 5484 5253
 (Transfer)

PS Form 3811, February 2004

Domestic Return Receipt

112595-924M-1540