

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO. 2572CV00102

MARY M. DWYER, as Trustee of the Judea  
Realty Trust, and FOUR ANGELS  
FOUNDATION, INC., as beneficiary of the  
Judea Realty Trust,

Plaintiffs,

v.

JACQUELINE S. CLEVERLY,

Defendant.

**SUPERIOR COURT  
BARNSTABLE SS**

MAR 10 2025

**FILED**  
*Susan L. Moran, Clerk*

**COMPLAINT**

**Introduction**

This is a complaint seeking a judicial declaration of the rights of a Trustee and a beneficiary of a realty trust *vis a vis* one of the beneficiaries of that trust, and for equitable relief and monetary damages. The plaintiffs seek: (1) a declaration that either the hundreds of thousands of dollars that they have expended in connection with the preservation, maintenance and improvement of the Property owned by the Judea Realty Trust in Orleans, Massachusetts be applied to adjust the percentage beneficial interests in the Trust in favor of the beneficiary who provided those funds, or that the defendant be required to reimburse that beneficiary for the expenditure of those funds; (2) an Order that the defendant pay the Trustee and that beneficiary the funds they expended on her behalf as a result of the defendant's fraud, breach of contract and/or under the doctrine of unjust enrichment; and (3) an Order that the plaintiff Trustee be reimbursed for the attorney's fees and other professional fees incurred by her and by the Trust in accordance with performing her duties, as provided for by the operative Trust instruments.

## THE PARTIES

1. Plaintiff Mary M. Dwyer (“Dwyer”) is the Trustee of the Judea Realty Trust, established under a Declaration of Trust dated February 13, 2007. A copy of that Trust is attached as Exhibit 1.

2. The Trust provides, inter alia,

5.2. In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate to the Beneficiaries as tenants in common in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

3. Plaintiff Four Angels Foundation, Inc., located in Orleans, Massachusetts, is one of two beneficiaries of the Trust, and is the transferee and owner of the entire beneficial interest in the Trust formerly held by the Community of Jesus, Inc.

4. Defendant Jacqueline S. Cleverly (“Cleverly”), formerly of 20 Defiance Lane in Orleans, Massachusetts and upon information currently resides in Raleigh, North Carolina.

5. The sole asset of the Trust is property located at 20 Defiance Lane in Orleans (the “Property”), which is subject to a mortgage and other liabilities.

6. Subsequent Schedules of Beneficiaries signed by the Trustees of the Trust and by the beneficiaries reaffirmed the terms of the Trust and reaffirmed their agreement, inter alia, (1) that the Trustees will be held harmless “for any loss arising out of any act or omission in the execution of the Trust so long as the Trustees act in good faith”; (2) “that the Trustees may withhold from any distributions, transfer or conveyance such amounts as they from time to time deem necessary to protect themselves from such liability”; and (3) “to reimburse the Trustees for

any expenses incurred in the performance of their duties.” Copies of these schedules are collected and attached hereto as Exhibit 2.

### **VENUE AND JURISDICTION**

7. Pursuant to M.G.L. c. 223, §1, venue in Barnstable County is proper. Pursuant to M.G.L. c. 223A, §3, the Court has personal jurisdiction over all the parties as all the acts at issue took place in Orleans in Barnstable County, Massachusetts. Further, defendant is a long-time resident of Massachusetts who has an ownership interest in the Massachusetts Property at issue in the case, and who for decades and until very recently both resided and worked in Massachusetts.

### **FACTS**

8. The Trust is the owner of real property located at 20 Defiance Lane in Orleans, Massachusetts.

9. Apart from defendant Cleverly, there were certain predecessor beneficiaries of the Trust who engaged in certain assignments and transfers which ultimately resulted, in 2020, in Four Angels Foundation, Inc. becoming the sole other beneficiary of the Trust.

10. Cleverly, Four Angels Foundation, Inc.’s predecessor beneficiary (the Community of Jesus), and Four Angels Foundation, Inc. agreed that the Community of Jesus and Four Angels Foundation, Inc. would temporarily cover payments and advances for the upkeep, maintenance and the improvement of the Property, and that ultimately Cleverly would reimburse them for those expenditures in the form of increased beneficial interest in the Property and/or reimbursement out of the proceeds of the Property, or both. Cleverly made these representations, inter alia, to Ms. Dwyer, to one of the former trustees of the Trust, Christopher Kanaga, and to others on multiple occasions in 2020, 2021, 2022, and 2023.

11. In accordance with that agreement, and in reliance upon Cleverly's representations, the plaintiffs proceeded to expend hundreds of thousands of dollars in the form of mortgage payments, construction, repair, maintenance, landscaping and other costs, including costs necessary to rent the Property during certain periods of time in order to generate the revenue necessary to pay those costs.

12. In November 2018, Cleverly executed a specific durable power of attorney to Ms. Dwyer to represent her in connection with executing a mortgage on the Property in the amount of \$350,000. The mortgage was granted on or about March 27, 2019. While Cleverly initially paid the bulk of the mortgage payments from 2019 to 2023, Four Angels has paid the monthly mortgage payments from March of 2024 to the present. Plaintiffs and/or Four Angels Foundation, Inc.'s predecessor in interest made many thousands of dollars of payments of principal and interest in connection with that mortgage, in accordance with the agreement that Cleverly made with plaintiffs and based on the representations stated above, and continue to make those payments.

13. Beginning in or about 2020, there were improvements and renovations that needed to be made to the Property. Cleverly agreed and represented that given the significant expenditures that would be necessary to preserve, maintain, and improve the value of the Property and pay for its upkeep for her benefit, the beneficial ownership would have to be adjusted or the expenses would need to be reimbursed by her in the future. Specifically, in approximately 2021, Cleverly had in-person conversations with Ms. Dwyer in the bursar's office at the Community of Jesus during which she agreed that the beneficial ownership previously contemplated was not equitable or accurate given the amount of expenses that had been paid by the Community of Jesus, Four Angels Foundation, Inc. and the Trust and which would be paid in

the future to undertake the significant renovations and improvements to the Property and, as a result, the beneficial interests in the Trust would need to be adjusted after completion of the renovations to account for those significant expenses. In approximately 2022 and/or 2023, Cleverly had a similar conversation with Ms. Dwyer after the renovations at the Property had been ongoing. Ms. Cleverly affirmed that she recognized the significant work that had been done to the Property and the significant expense advanced for her benefit and that, as a result of the renovations, the beneficial ownership interests in the Property would have to be adjusted to reflect those expenditures.

14. Cleverly made similar representations to Christopher Kanaga, in his capacity as Trustee of the Trust. Specifically, on at least two occasions in approximately 2021, Cleverly represented to Mr. Kanaga that she knew that the planned renovations and other necessary work would involve significant cost and labor that she would not be in a position to pay and that, as a result, the beneficial interests in the Trust would need to be adjusted upon the completion of the renovations to account for the significant improvements to be made to the Property that benefit her. Similarly, on at least two occasions in 2023, Cleverly repeatedly represented to Mr. Kanaga, in his capacity as Trustee, that the beneficial interests in the Trust would need to be adjusted to account for the significant improvements being made, or which had been made, or which would be made to the Property as well as for expenditure for its upkeep.

15. Defendant has refused to reimburse plaintiffs for these monies, despite being informed of the amount owed, despite being provided with the voluminous documentation demonstrating the amount of these expenditures, and without contesting either that these expenditures were made or that she was liable for them. She has likewise refused to agree to an

adjustment of the parties' beneficial interests to account for these expenditures by plaintiffs and to account for the increase in the value of the Property brought about by plaintiffs' expenditures.

16. Indeed, plaintiffs continue to expend monies for the purpose of preserving, improving and maintaining the Property, which defendant refuses to reimburse them for.

17. Cleverly has recently served notice that the Trust be declared terminated, and demanded that the Property be transferred to the beneficiaries as tenants in common in the attempt to avoid accounting to the plaintiffs for substantial improvements to the Property and expenses paid which directly benefitted her.

18. However, Section 3.2 of the Trust expressly provides as follows:

3.2. Decisions made and actions taken hereunder (including without limitation, amendment of this Trust; appointment and removal of Trustees; directions and notices to Trustees; and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries (emphasis supplied).

As a result, defendant cannot unilaterally terminate the Trust, or unilaterally direct that the Property be transferred. Moreover, the beneficial interests of the Trust must be adjusted to account for the hundreds of thousands of dollars in expenses and improvements made for defendant's benefit or defendant must otherwise reimburse the plaintiffs.

19. Four Angels Foundation, Inc., the other beneficiary, does not agree that the Trust is terminated because the Trust requires all beneficiaries to agree as to that decision. Moreover, Four Angels Foundation, Inc. does not agree that the Property should be transferred to the beneficiaries as tenants in common until there has been a proper accounting, and does not agree with defendant's assertion regarding the beneficial ownership interest in the Property or regarding Four Angels Foundation, Inc.'s beneficial interest, given the hundreds of thousands of dollars in expenditures, materials, costs and services the Trust and the Foundation have provided for the benefit of defendant and the Trust asset—which expenditures, materials, costs and

services it continues to incur, pay, and provide - - and given defendant's express representations and agreement that the beneficial ownership in the Property would be adjusted to account for these expenditures.

20. Accordingly, a dispute, or series of disputes, has arisen which requires adjudication by the Court and a declaration of the respective rights and obligations of the parties.

**COUNT ONE**  
**(For Declaratory Judgment)**

21. The allegations of Paragraphs 1 through 20 are hereby reasserted and incorporated by reference.

22. Plaintiffs are entitled to a declaration that because all beneficiaries do not agree that the Trust should be terminated, that the Property should be transferred to the beneficiaries as tenants in common or that the defendant's asserted beneficial ownership in the Property is accurate, the purported "notice" by defendant that the Trust is to be terminated is null and void under Section 3.2 of the Trust, and that the Property may not be transferred.

23. Even if such a termination notice was valid, plaintiffs are entitled to have the beneficial ownership of the Property adjusted to reflect the past and ongoing expenditures for the benefit of the Trust, for the benefit of defendant, and for the benefit of the Property (expenditures made in accordance with the agreement between the parties and on the basis of the representations made to the plaintiffs by defendant), and the appreciation in the value of the Property that has been brought about, and continues to be brought about, by the plaintiffs.

24. Plaintiffs are further entitled to a declaration that the Trustee is entitled to be reimbursed for the attorney's fees, professional fees and other fees expended by her in order to execute its duties, including but not limited to the Trustee's attorney's fees, accounting fees,

filing fees and appraisal fees incurred in connection with bringing this action seeking judicial relief and instructions.

**COUNT TWO**  
**(Fraud)**

25. The allegations contained in Paragraphs 1 through 24 are hereby reasserted and incorporated by reference.

26. On numerous occasions starting in 2018 and continuing through early 2024, defendant falsely and fraudulently represented to Ms. Dwyer, Mr. Kanaga and other representatives of the Trust and Four Angels Foundation, Inc. and its predecessor that she knew and understood that she was responsible for the expenditures that the plaintiffs had made, would make and were making for her benefit, and that (1) her co-beneficiary's beneficial interest in the Property would be adjusted upward as a result and/or (2) that she would reimburse plaintiffs for these expenditures. At the time she made these representations, she knew they were false and dishonest, causing plaintiffs to rely on them to their detriment by expending hundreds of thousands of dollars for her benefit.

27. As a result of defendant's repeated false representations, the plaintiffs have been damaged in an amount to be determined at trial.

**COUNT THREE**  
**(Unjust Enrichment)**

28. The allegations contained in Paragraphs 1 through 27 are hereby reasserted and incorporated by reference.

29. Defendant's representations to plaintiffs were intended to induce plaintiffs and Four Angels Foundation, Inc.'s predecessor to make hundreds of thousands of dollars of expenditures for the benefit of defendant. These expenditures have unjustly enriched defendant

by substantially increasing the value of her beneficial interest in the Property at plaintiffs' expense, and defendant induced plaintiffs to make these expenditures by leading them to believe they would be reimbursed for them, unjustly enriching herself at their expense.

30. Plaintiffs have conferred measurable benefits upon the defendant in the form of mortgage payments, improvements to the Property, and payment of costs and expenses associated with the Property and its upkeep. They reasonably expected compensation from the defendant, which she knew and agreed to in the form of either reimbursement of the incurred expenses or an adjustment to the beneficial interest in the Property under the Trust. Accordingly, defendant is liable to plaintiffs for the value by which she was unjustly enriched at their expense.

**COUNT FOUR**  
**(Breach of Contract)**

31. Plaintiffs reallege Paragraphs 1 through 30 herein, and incorporate them by reference.

32. In consideration for defendant's agreement to repay the significant expenses or adjust the beneficial interest in the Property under the Trust, plaintiffs expended hundreds of thousands of dollars on her behalf. Defendant has breached her agreement by failing and refusing to repay these sums, as a proximate result of which plaintiffs have sustained damages in an amount to be determined at trial.

**COUNT FIVE**  
**(Promissory Estoppel)**

33. Plaintiffs reallege Paragraphs 1 through 32 and incorporate them by reference.

34. Defendant's representations to plaintiffs as stated supra were intended to induce reliance on them, and did induce reliance on them on the part of the plaintiffs, who thereupon expended hundreds of thousands of dollars on her behalf on the basis of the representation that

defendant would repay them. As a consequence of the induced reliance, plaintiffs have sustained hundreds of thousands of dollars in damages, and are entitled to recover from defendant under the doctrine of promissory estoppel.

WHEREFORE, Plaintiffs pray that this Honorable Court:

- i. enter judgment in their favor on all counts;
- ii. issue a declaratory judgment that the Trust is not and may not be terminated and that the Property may not be transferred to the beneficiaries without the agreement of all beneficiaries;
- iii. issue a declaratory judgment that the plaintiff Dwyer, as Trustee, be entitled to recover from defendant all attorney's fees, accountant fees, appraisal fees and all other reasonable professional fees incurred by her in furtherance of her duties as Trustee;
- iv. award plaintiffs their damages as set forth above;
- v. award plaintiffs their reasonable attorney's fees and costs incurred in prosecuting this action; and
- vi. grant plaintiffs such other relief as is just.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all counts so triable.

Respectfully submitted,

PLAINTIFFS,

By their attorneys,

/s/ Jeffrey S. Robbins

Jeffrey S. Robbins, BBO #421910

Jeffrey.Robbins@saul.com

Joseph D. Lipchitz BBO #632637

Joseph.Lipchitz@saul.com

SAUL EWING LLP

131 Dartmouth Street, Suite 501

Boston, MA 02116

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Fax: (617) 723-4151

Dated: March 7, 2025

# **EXHIBIT 1**

## JUDEA REALTY TRUST

William P. Showalter, of Orleans, Massachusetts and Christopher W. Kanaga, of Orleans, Massachusetts (the "Trustees"), hereby declare that Ten (\$10) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, solely as nominee, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustees with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

### SECTION ONE Name and Purpose

- 1.1 This Trust shall be known as the Judea Realty Trust and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and perform such functions as are necessarily incidental thereto. The Trust shall have a mailing address of 20 Defiance Lane, Orleans, MA 02653.

### SECTION TWO Trustees

- 2.1 Any two Trustees, now or hereafter serving, may execute and deliver any and all instruments and certificates necessary to carry out the terms of this Trust.
- 2.2 No Trustee shall be required to furnish bond. No Trustee hereunder 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, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required by paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.

- 2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required by Paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees 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 condition precedent to the validity of any transaction of the Trust.

### **SECTION THREE**

#### **Beneficiaries**

- 3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.
- 3.2 Decisions made and actions taken hereunder (including without limitation, amendment of this Trust; appointment and removal of Trustees; directions and notices to Trustees; and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.
- 3.3 Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

### **SECTION FOUR**

#### **Powers of Trustees**

- 4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.
- 4.2 Except as hereinafter provided in case of the termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustees shall have the following powers:

- 4.2.1 To buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 To execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 To grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 To endorse and deposit checks in an account for the benefit of the Beneficiaries;
- 4.2.5 But the Trustees shall have NO AUTHORITY TO MAINTAIN BANK ACCOUNTS IN THE NAME OF THE TRUST OR TRUSTEES but they may maintain bank accounts in the name of the Beneficiaries. In the event of a violation of this subparagraph, the Trustees shall indemnify and save harmless the Beneficiaries from any liability resulting therefrom, including taxes and accounting expenses.

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 Trustees by the Beneficiaries may be by a Durable Power of Attorney.

- 4.3 Notwithstanding any provisions contained herein, 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.
- 4.4 Any persons extending credit to, contracting with or having any claim against the Trustees 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 Trustees, so that neither the Trustees 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, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

## **SECTION FIVE**

### **Termination**

- 5.1 This Trust may be terminated at any time by notice in writing from any Beneficiary, provided that such termination shall be effective only when a certificate thereof signed by

the Trustees, shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, this Trust shall terminate in any event NINETY (90) years from the date hereof, if not earlier terminated by action of a Beneficiary.

- 5.2 In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries as tenants in common in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as is in their 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 all of the Beneficiaries and delivered to the Trustees, 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 Trustees, is recorded with the Registry of Deeds.

## **SECTION SEVEN**

### **Resignation and Successor Trustee**

- 7.1 Any Trustee hereunder may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees 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 Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.
- 7.3 In the event that there is no 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 hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating that he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 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 or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

**SECTION EIGHT**  
**Governing Law**

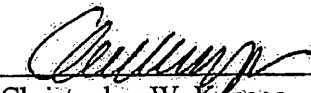
- 8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**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 district in the Commonwealth of Massachusetts in which the real estate 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 13<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
William P. Showalter, trustee

  
\_\_\_\_\_  
Christopher W. Kanaga, trustee

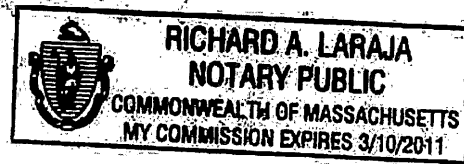
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 13<sup>th</sup> day of February, 2007, before me, the undersigned notary public, personally appeared William P. Showalter and Christopher W. Kanaga, proved to me through satisfactory evidence of identification, which were drivers' licenses, 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.

  
Notary Public

My commission expires:



# **EXHIBIT 2**

**JUDEA REALTY TRUST**

**SCHEDULE OF BENEFICIARIES**

The undersigned hereby certify that they are the Beneficiaries of the Judea Realty Trust established under Declaration of Trust dated February 13, 2007, and that the following are the beneficial interests thereunder:

<u>Beneficiary:</u>	<u>Percentage of Beneficial Interest:</u>
1. Jacquelyn S. Cleverly 20 Defiance Lane Orleans, MA 02653	74%
2. William P. Showalter and Carol D. Showalter, Joint Tenants 20 Defiance Lane Orleans, MA 02653	26%

The terms of said Trust are hereby approved and the undersigned Beneficiaries agree with the Trustees of said Trust (a) 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 any act or omission in the execution of the Trust so long as the Trustees act 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 Trustees for any expenses incurred in the performance of their duties.

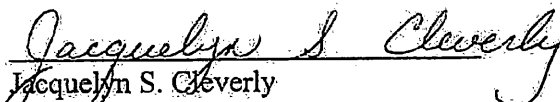
Executed as a sealed instrument this 13<sup>th</sup> day of February, 2007.

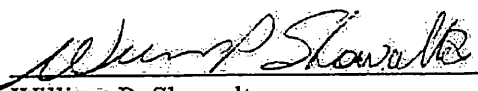
TRUSTEES:

  
\_\_\_\_\_  
William P. Showalter

  
\_\_\_\_\_  
Christopher W. Kanaga

BENEFICIARIES:

  
\_\_\_\_\_  
Jacquelyn S. Cleverly

  
\_\_\_\_\_  
William P. Showalter

  
\_\_\_\_\_  
Carol D. Showalter

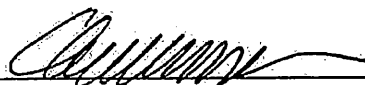
**JUDEA REALTY TRUST**

**RECEIPT OF SCHEDULE OF BENEFICIARIES**

We, the undersigned, hereby certify that we are the Trustees under said Declaration of Trust and that the attached Schedule of Beneficiaries has been filed with us this 13<sup>th</sup> day of February, 2007.



William P. Showalter, Trustee of Judea Realty Trust



Christopher W. Kanaga, Trustee of Judea Realty Trust

## JUDEA REALTY TRUST

### SECOND SCHEDULE OF BENEFICIARIES


The undersigned hereby certify that they are the Beneficiaries of the Judea Realty Trust established under Declaration of Trust dated February 13, 2007, and that the following are the beneficial interests thereunder:

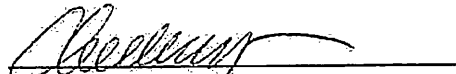
<u>Beneficiary:</u>	<u>Percentage of Beneficial Interest:</u>
1. Jacquelyn S. Cleverly 20 Defiance Lane Orleans, MA 02653	68%
2. William P. Showalter and Carol D. Showalter, Joint Tenants 20 Defiance Lane Orleans, MA 02653	25%
3. Wayne D. Schuman and Kathy H. Schuman, Joint Tenants 20 Defiance Lane Orleans, MA 02653	7%

The terms of said Trust are hereby approved and the undersigned Beneficiaries agree with the Trustees of said Trust (a) 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 any act or omission in the execution of the Trust so long as the Trustees act 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 Trustees for any expenses incurred in the performance of their duties.

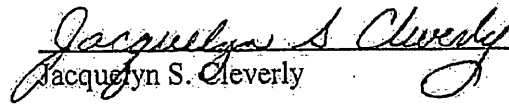
**EXECUTED** as a sealed instrument this 28<sup>th</sup> day of December, 2010.

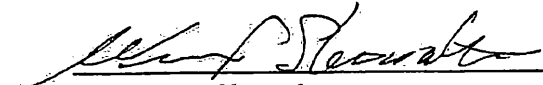
TRUSTEES:

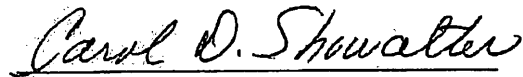
  
William P. Showalter

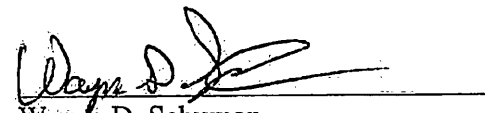
  
Christopher W. Kanaga


BENEFICIARIES:

  
Jacquelyn S. Cleverly

  
William P. Showalter

  
Carol D. Showalter

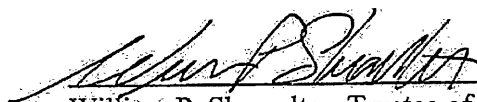
  
Wayne D. Schuman

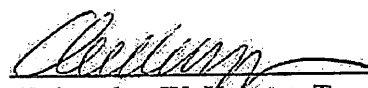
  
Kathy H. Schuman

**JUDEA REALTY TRUST**

**RECEIPT OF SCHEDULE OF BENEFICIARIES**

We, the undersigned, hereby certify that we are the Trustees under said Declaration of Trust and that the attached Schedule of Beneficiaries has been filed with us this 28<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
William P. Showalter, Trustee of Judea  
Realty Trust

  
\_\_\_\_\_  
Christopher W. Kanaga, Trustee of Judea  
Realty Trust

## JUDEA REALTY TRUST

### THIRD SCHEDULE OF BENEFICIARIES

The undersigned hereby certify that they are the Beneficiaries of the Judea Realty Trust established under Declaration of Trust dated February 13, 2007, and that the following are the beneficial interests thereunder:


	<u>Beneficiary:</u>	<u>Percentage of Beneficial Interest:</u>
1.	Jacquelyn S. Cleverly 20 Defiance Lane Orleans, MA 02653	68%
2.	Wayne D. Schuman and Kathy H. Schuman, Joint Tenants, wros 20 Defiance Lane Orleans, MA 02653	7%
3.	The Community of Jesus, Inc. P.O. Box 1094 Orleans, MA 02653	25%

The terms of said Trust are hereby approved and the undersigned Beneficiaries agree with the Trustees of said Trust (a) 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 any act or omission in the execution of the Trust so long as the Trustees act 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 Trustees for any expenses incurred in the performance of their duties.

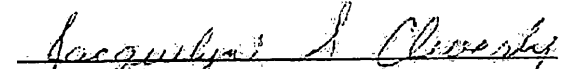
Executed as a sealed instrument this 2nd day of January, 2017.


TRUSTEES:


  
Wayne D. Schuman

  
Christopher W. Kanaga

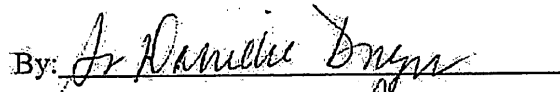
BENEFICIARIES:

  
Jacquelyn S. Cleverly

  
Wayne D. Schuman

  
Kathy H. Schuman

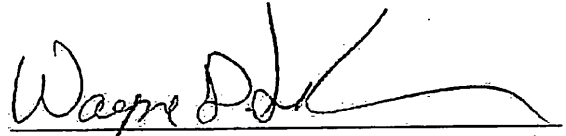
THE COMMUNITY OF JESUS, INC.

By:   
a.k.a. Mary M. Dwyer

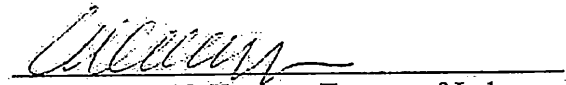
**JUDEA REALTY TRUST**

**RECEIPT OF THIRD SCHEDULE OF BENEFICIARIES**

We, the undersigned, hereby certify that we are the Trustees under said Declaration of Trust and that the attached Schedule of Beneficiaries has been filed with us this 2 day of January, 2017.



Wayne D. Schuman, Trustee of Judea Realty Trust



Christopher W. Kanaga, Trustee of Judea Realty Trust

**JUDEA REALTY TRUST**

**FOURTH SCHEDULE OF BENEFICIARIES**

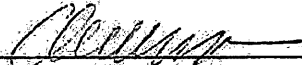
The undersigned hereby certify that they are the Beneficiaries of the Judea Realty Trust established under Declaration of Trust dated February 13, 2007, and that the following are the beneficial interests thereunder:

<u>Beneficiary:</u>	<u>Percentage of Beneficial Interest:</u>
1. Jacquelyn S. Cleverly 20 Defiance Lane Orleans, MA 02653	68%
2. The Community of Jesus, Inc. P.O. Box 1094 Orleans, MA 02653	32%

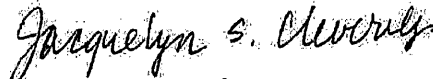
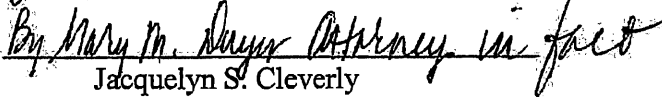
The terms of said Trust are hereby approved and the undersigned Beneficiaries agree with the Trustees of said Trust (a) to be bound by said Trust, and (b) to save the Trustees harmless from any personal liability for any action taken at the direction of the Beneficiaries, or for any error of judgment, or for any loss arising out of any act or omission in the execution of the Trust so long as the Trustees act 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 Trustees for any expenses incurred in the performance of their duties.

Executed as a sealed instrument this 19<sup>th</sup> day of November, 2018.


TRUSTEES:

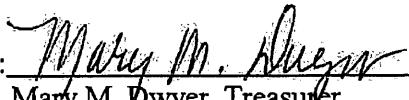
  
\_\_\_\_\_  
Christopher W. Kanaga

BENEFICIARIES:

  
  
By: Mary M. Dwyer Attorney in fact  
Jacquelyn S. Cleverly

THE COMMUNITY OF JESUS, INC.

  
\_\_\_\_\_  
Mary M. Dwyer

By:   
\_\_\_\_\_  
Mary M. Dwyer, Treasurer

**JUDEA REALTY TRUST**

**RECEIPT OF FOURTH SCHEDULE OF BENEFICIARIES**

We, the undersigned, hereby certify that we are the Trustees under said Declaration of Trust and that the attached Schedule of Beneficiaries has been filed with us this 19<sup>th</sup> day of November, 2018.



\_\_\_\_\_  
Christopher W. Kanaga, Trustee of Judea Realty Trust



\_\_\_\_\_  
Mary M. Dwyer, Trustee of Judea Realty Trust

**JUDEA REALTY TRUST**

**FIFTH SCHEDULE OF BENEFICIARIES**

The undersigned hereby certify that they are the Beneficiaries of the Judea Realty Trust established under Declaration of Trust dated February 13, 2007, and that the following are the beneficial interests thereunder:


	<u>Beneficiary:</u>	<u>Percentage of Beneficial Interest:</u>
1.	Jacquelyn S. Cleverly 20 Defiance Lane Orleans, MA 02653	68%
2.	Four Angels Foundation, Inc. 5 Bay View Drive Orleans, MA 02653	32%

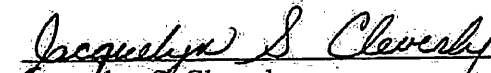
The terms of said Trust are hereby approved and the undersigned Beneficiaries agree with the Trustees of said Trust (a) to be bound by said Trust, and (b) to save the Trustees harmless from any personal liability for any action taken at the direction of the Beneficiaries, or for any error of judgment, or for any loss arising out of any act or omission in the execution of the Trust so long as the Trustees act 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 Trustees for any expenses incurred in the performance of their duties.


Executed as a sealed instrument this 30<sup>th</sup> day of April, 2020.

TRUSTEES:

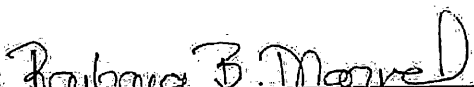
BENEFICIARIES:

  
\_\_\_\_\_  
Christopher W. Kanaga

  
\_\_\_\_\_  
Jacquelyn S. Cleverly

  
\_\_\_\_\_  
Mary M. Dwyer

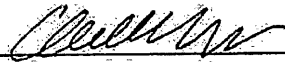
FOUR ANGELS FOUNDATION, INC.

By:   
\_\_\_\_\_  
Barbara B. Manuel, President

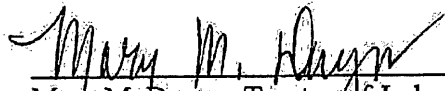
**JUDEA REALTY TRUST**

**RECEIPT OF FIFTH SCHEDULE OF BENEFICIARIES**

We, the undersigned, hereby certify that we are the Trustees under said Declaration of Trust and that the attached Schedule of Beneficiaries has been filed with us this 30<sup>th</sup> day of April, 2020.



\_\_\_\_\_  
Christopher W. Kanaga, Trustee of Judea Realty Trust



\_\_\_\_\_  
Mary M. Dwyer, Trustee of Judea Realty Trust

**JUDEA REALTY TRUST**

**SIXTH SCHEDULE OF BENEFICIARIES**

The undersigned hereby certify that they are the Beneficiaries of the Judea Realty Trust established under Declaration of Trust dated February 13, 2007, and that the following are the beneficial interests thereunder:

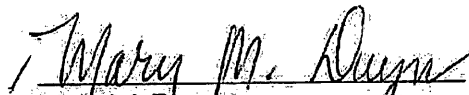
<u>Beneficiary:</u>	<u>Percentage of Beneficial Interest:</u>
1. Sister Madeleine Cleverly Trust 20 Defiance Lane Orleans, MA 02653	68%
2. Four Angels Foundation, Inc. 5 Bay View Drive Orleans, MA 02653	32%

The terms of said Trust are hereby approved and the undersigned Beneficiaries agree with the Trustees of said Trust (a) 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 any act or omission in the execution of the Trust so long as the Trustees act 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 Trustees for any expenses incurred in the performance of their duties.

Executed as a sealed instrument this 30<sup>th</sup> day of September, 2023.


TRUSTEES:

  
Christopher W. Kanaga

  
Mary M. Dwyer

BENEFICIARIES:

Sister Madeleine Cleverly Trust

By:   
Jacquelyn S. Cleverly, Trustee


FOUR ANGELS FOUNDATION, INC.


By:   
Barbara B. Manuel, President

**JUDEA REALTY TRUST**

**RECEIPT OF SIXTH SCHEDULE OF BENEFICIARIES**

We, the undersigned, hereby certify that we are the Trustees under said Declaration of Trust and that the attached Schedule of Beneficiaries has been filed with us this 30<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Christopher W. Kanaga, Trustee of Judea Realty Trust

  
\_\_\_\_\_  
Mary M. Dwyer, Trustee of Judea Realty Trust