
DECLARATION/OF TRUST

PHYSICIANS' MEDICAL OFFICE BUILDING
CONDOMINIUM TRUST

Prepared By and When Recorded
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DECLARATION OF TRUST
PHYSICIANS' MEDICAL OFFICE BUILDING
CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this _____ day of August, 1988 at Springfield, County of Hampden and Commonwealth of Massachusetts, by Paul Farkas, M.D., Paul D. Titus, M.D., Enzo DiGiacomo, M.D., Virginia Govoni and Robert L. Bolduc, all with an address c/o System Real Estate Development Corporation, 209 Carew Street, Springfield, Massachusetts 01104, (herein together with their respective successors as trustees hereunder, called the "Trustees").

ARTICLE I

The Trust, Its Purpose, By-Laws and Name.

Section 1.1. Name of Trust. The Trust shall be known as PHYSICIANS' MEDICAL OFFICE BUILDING CONDOMINIUM TRUST, and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. The name and the word "Trust", whenever used in this Declaration of Trust, except where the context otherwise requires, shall refer to the Trustees in their capacity as trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

Section 1.2. Declaration of Trust and Purpose. The Trustees hereby declare that they hold all of the rights and powers in and with respect to the common areas and facilities (the "Common Elements") of the PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL (the "Condominium") established by the Master Deed, of even date and record herewith, which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all other property, real and personal, tangible and intangible, rights, interests, powers, duties and responsibilities conveyed to them as Trustees hereunder or under the Master Deed, as joint tenants with the right of survivorship, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (said units being hereinafter called the "Units" and said owners being hereinafter called the "Unit Owners"), according to the schedule of undivided beneficial interest in the Common Elements (hereinafter referred to as the "Beneficial Interests") as provided in Section 3.1 hereof and in accordance with the provisions of Chapter 183A, this trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

Section 1.3. Trust Relationship. It is hereby expressly declared that a trust (and not a partnership or joint venture) has been created. The Unit Owners are beneficiaries and not partners or associates or in any other relation whatever between themselves with respect to the Trust property, hold no relation to the Trustees other than that of beneficiaries of this Trust and have only those rights as are conferred upon them as beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

Section 1.4. By-Laws. This Declaration of Trust, as from time to time amended, shall be and comprise the By-Laws of the Condominium and of the Trust.

ARTICLE II

Definitions

As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Appurtenant Interests" shall have the meaning set forth in Section 6.1 hereof.

"Beneficial Interests" shall have the meaning set forth in Section 1.2 above and Section 3.1 hereof.

"Building" shall mean the building which contains the Units and which is more particularly described in the Master Deed.

"By-Laws" shall mean the provisions of this Trust, as the same may be amended from time to time.

"Chapter 183A" shall mean Chapter 183A of the General Laws of Massachusetts, as amended from time to time.

"Common Charges" shall mean all charges hereinafter made by this Trust to the Unit Owners.

"Common Elements" shall mean the common areas and facilities of the Condominium as described and designated in the Master Deed.

"Common Expenses" shall mean the expenses of administration, operation, maintenance, repair or replacement of the Condominium and the Common Elements, expenses declared Common Expenses herein or by Chapter 183A, and betterment and other assessments referred to in Chapter 183A which are assessed to the Trustees.

"Common Profits" shall mean the balance of all income, rents, profits and revenues from the Common Elements after the deduction of the Common Expenses.

"Common Funds" shall mean all funds held by the Trustees.

"Condominium" shall mean the Physicians' Medical Office Building at Mercy Hospital submitted by the Master Deed to the provisions of Chapter 183A.

"Declaration of Trust" shall mean this Declaration of Trust as the same may be amended, restated or modified from time to time. References in this Declaration of Trust to "hereof", "herein" and "hereunder" shall be deemed to refer to this Declaration of Trust and, except as otherwise specifically stated, shall not be limited to the particular text, article or section in which such words appear.

"Land" shall mean the land on which the Building is located and which is subject to the Master Deed, all as more particularly identified in Section 2 of the Master Deed.

"Lease" shall mean that certain Amended and Restated Ground Lease between the Sponsor and System Real Estate Development Corporation, recorded herewith an undivided interest in which has been assigned to each Unit Owner.

"Lease Payments" shall have the meaning set forth in Section 5.19 hereof.

"Lessor" shall mean the Sponsor.

"Master Deed" shall mean the master deed of the Land and Building located on The Mercy Hospital campus, of even date and record herewith, which subjects the Condominium to Chapter 183A, as such master deed may be amended, restated or modified from time to time.

"Municipality" shall mean the City of Springfield.

"Person" or "persons" shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever, except as otherwise specifically provided.

"Property" shall mean the properties and assets subjected to Chapter 183A by the Master Deed and any addition or additions thereto and any and all property, whether real, personal or mixed, tangible or intangible, held by the Trustees under the terms and provisions of this Trust on behalf of the Trust.

"Registered Mortgagee" shall mean any holder of a mortgage on a Unit whose name and address have been furnished to the Trustees as provided in Section 6.3 hereof.

"Registry" shall mean the Hampden County Registry of Deeds.

"Rules and Regulations" shall mean the rules and regulations for operation of the Condominium attached hereto as Schedule A, or adopted from time to time, incorporated herein by reference and adopted pursuant to Section 5.14 hereof, as the same may be amended from time to time.

"Sponsor" shall mean The Mercy Hospital, having a usual place of business at 271 Carew Street, Springfield, Massachusetts and its successors and assigns, including without limitation successors in interest through mortgage foreclosure or deed in lieu thereof.

"Superior Court" shall mean the Superior Court of Hampden County.

"Taxes" shall mean all taxes, special general assessments, water rents, rates and charges, sewer rents and other impositions imposed by any governmental authority or any agency or subdivision thereof and charges of every kind and nature whatsoever, extraordinary as well as ordinary in each and every installment thereof which shall or may be charged, levied, laid, assessed, imposed, become due and payable or become liens upon or for or with respect to the property or any part thereof, appurtenances or equipment owned by any Unit Owner thereon or therein or any part thereof or on the Parking Areas as defined in the Lease.

"Trust" shall have the meaning set forth in Section 1.1 hereof.

"Trustees" shall have the meanings set forth at the beginning of this Declaration of Trust.

"Unit" shall mean any unit in the Condominium as described in the Master Deed and in Section 1.2 above.

"Unit Deed" shall mean the deed of a Unit to a Unit Owner.

"Unit Owner" shall have the meaning set forth in Section 1.2 hereof.

"Unit Representative" shall have the meaning set forth in Section 3.2 hereof.

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Deed or Unit Deeds.

ARTICLE III

Unit Owners

Section 3.1. Beneficial Interests. The beneficiaries of the Trust shall be the Unit Owners from time to time. The total Beneficial Interests in the Trust shall be divided among the Unit Owners in the percentage of their undivided interest in the Common Elements appertaining to the Units, as set forth in Schedule B attached hereto and incorporated herein by reference, as the same may be amended.

Section 3.2. Beneficial Interest Held by One Person. The Beneficial Interest of each Unit shall be held and exercised as a whole and shall not be divided among several owners of the Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall unanimously designate, by a notice in writing to the Trustees signed by all of the record owners of such Unit, one of the owners or occupants of the Unit (the "Unit Representative"), and the Unit Representative shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights hereunder appertaining to such Unit which are granted to the Unit Owner, all as if the Unit Representative were the sole Unit Owner. The designation shall take effect upon receipt by the Trustees of such notice of designation signed by all of the Unit's Owners, and the designation may from time to time be changed or revoked by written notice signed by any one or more of the Unit's Owners. In the absence of an effective Unit Representative designation, the Trustees may from time to time designate, by written notice to all owners of the Unit, any one of such Unit's owners for such purposes. Any notices which are given hereunder to Unit Owners shall be effective as to all Owners of the Unit if properly given to the Unit Representative.

Section 3.3. Annual Meetings. The first annual meeting of the Unit Owners shall be held within sixty (60) days after the date of recording the Master Deed, and, thereafter annual meetings shall be held on the anniversary of such date in each succeeding year. If that day is not a business day in Massachusetts, the meeting shall be held on the next succeeding business day. The purposes for which an annual meeting is to be held, in addition to those prescribed by law or by this Declaration of Trust, may (but, except as otherwise specifically provided, need not) be specified by the Trustees.

Section 3.4. Special Meeting in Place of Annual Meeting. If no annual meeting has been held in accordance with the foregoing provisions, a special meeting of the Unit Owners may be held in place thereof, and any action taken at such special meeting shall have the same force and effect as if taken at the annual meeting, and in such case all references herein to the

annual meeting of the Unit Owners shall be deemed to refer to such special meeting. Any such special meeting shall be called and conducted as provided in the remaining sections of this Article III hereof.

Section 3.5. Special Meetings. A special meeting of the Unit Owners may be called at any time by the Trustees. Upon written application of a majority of the Trustees or of Unit Owners holding at least thirty-three percent (33%) in interest of the Beneficial Interest, the Trustees shall call a special meeting. Each call of a special meeting (including a special meeting in place of an annual meeting) shall state the place, date, hour and purposes of the meeting.

Section 3.6. Place of Meetings. All meetings of the Unit Owners shall be held at the principal office of the Trust in Massachusetts or any place in the Municipality as the Trustees may designate by written notice to all Unit Owners and each Registered Mortgagee. Any adjourned session of any meeting of the Unit Owners shall be held at the same location as the initial session or at such other location as is consistent with the foregoing and as may be designated in the vote of adjournment.

Section 3.7. Notice of Meetings. A written notice of each meeting of the Unit Owners, stating the place, date and hour and the purposes (except as otherwise provided herein) of the meeting, shall be given at least ten (10) days before the meeting to each Unit Owner, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears in the records of the Trust, and to each Registered Mortgagee, by mailing it, postage prepaid, to such mortgagee at its usual or last known address. Such notice shall be given by the Trustees. No notice of any meeting of Unit Owners need be given to a Unit Owner or mortgagee if a written waiver of notice, executed before, during or after the meeting by such Unit Owner or mortgagee, as the case may be, or his or its attorney thereunto duly authorized, is filed with the records of the meeting.

Section 3.8. Quorum of Unit Owners. At any meeting of the Unit Owners, a quorum shall consist of a majority in interest of all of the Beneficial Interest hereunder, except when a larger quorum is required by law or by this Declaration of Trust. Any meeting may be adjourned from time to time by a majority in interest of the Beneficial Interest voting upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 3.9. Action by Vote. Except when a larger vote is required by law, by this Declaration of Trust or by the Master

Deed, at any meeting at which a quorum is present, the Unit Owners may act on a question or fill an office by vote of a majority in interest of the Beneficial Interest voting.

Section 3.10. Action by Writing and by Proxy. Any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by writings filed with the records of the meetings of the Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting. Unit Owners entitled to vote may vote either in person or by proxy in writing.

ARTICLE IV

Trustees and Officers

Section 4.1. Trustees.

Subsection 4.1.1. Number of Trustees. The number of Trustees hereunder shall be no less than two (2) and no more than five (5), as shall be determined from time to time by vote of the Unit Owners. The Trustees shall be natural persons and all Trustees shall be Unit Owners (or partners, stockholders or trustees of Unit Owners which are non-natural persons) and shall, except as otherwise provided herein, be designated by vote of the Unit Owners.

Subsection 4.1.2. Acceptance of Trust. Each person hereafter elected or appointed as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgment of deeds, an acceptance of such election or appointment which shall be recorded in the Registry. The failure to record such acceptance in the Registry shall in no way affect the validity of such Trustee's election or appointment except as provided in Section 7.1.

Subsection 4.1.3. Tenure. Except as otherwise provided by law or by this Declaration of Trust, the Trustees shall hold office until the next annual meeting of the Unit Owners and until their successors, if any, are elected or appointed and have accepted such election or appointment or until a Trustee sooner dies, resigns, is removed or becomes disqualified.

Subsection 4.1.4. Powers and Duties. The Trustees shall have the powers and duties necessary for the administration of the affairs of the Trust and the Condominium and may perform all acts except those which by law, by the Master Deed or by this Declaration of Trust may not be delegated to the Trustees by the Unit Owners. The powers and

duties of the Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Preparation of the budget of the Condominium and determination of the Common Expenses;
- (c) Collection of the Common Expenses from the Unit Owners;
- (d) Collection of the Lease Payments from the Unit Owners;
- (e) Employment, appointment and dismissal of employees and agents of the Trust, including without limitation, managing agent, managers, superintendents, brokers, engineers, architects and counsel, as necessary or advisable; provided, however, that the Trustees shall not enter into any management agreement or other contract during the term of the management contract with System Real Estate Development Corporation described in Section 5.6, as such may be extended;
- (f) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property.
- (g) Opening of bank accounts on behalf of the Trust and designating the signatory or signatories required therefor;
- (h) Leasing, managing and otherwise dealing with the Common Elements and any parking spaces or other properties or facilities for which easements or rights are conveyed to, or held by, the Trust, including without limitation the granting, entering into, extending and modifying of easements and easement agreements for the benefit of the Property and/or other premises, for the use of driveways, walkways and other common areas now or hereafter existing on the Property or on other premises;
- (i) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to the Trust or purchased by it as the result of enforcement of the lien for Common Expenses, or otherwise;
- (j) Obtaining insurance pursuant to the provisions of Section 5.7 hereof;
- (k) Making repairs, additions and improvements to, or alterations of, the Property and repairs to and

restoration of the Property in accordance with the other provisions of this Declaration of Trust;

- (l) Enforcing obligations of the Unit Owners, allocating income and expenses, levying reasonable fines against the Unit Owners for violations of the Rules and Regulations or of the provisions of Article V hereof, and in the case of persistent violation of the Rules and Regulations or of the provisions of Article V hereof by a Unit Owner, requiring such Unit Owner to post a bond to secure adherence thereto. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners;
- (m) Maintaining books, accounts and records of the Condominium; and
- (n) Doing anything and everything else contemplated by Chapter 183A, §10, or necessary and proper for the sound management of the Condominium.

Subsection 4.1.5. Meetings of Trustees. The Trustees shall meet annually immediately after the annual meeting of the Unit Owners. Special meetings of the Trustees may be called by any Trustee, provided that written notice of each meeting stating the date, hour and place thereof shall be given to each Trustee by the Trustee calling the meeting.

Subsection 4.1.6. Notice to Trustees. It shall be sufficient notice to a Trustee to send notice by mail at least seven (7) days or by a telegram at least forty-eight (48) hours before the meeting, addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four (24) hours before the date fixed for the meeting or the event as to which the notice is given. Notice of a meeting need not be given (i) to any Trustee if a written waiver of notice, executed by him before, during or after the meeting, is filed with the records of the meeting or (ii) to any Trustee who attends the meeting without protesting the lack of notice prior to the meeting or at its commencement. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

Subsection 4.1.7. Quorum. At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Subsection 4.1.8. Trustees' Action. Except when a larger vote is required by law or by this Declaration of Trust, the Trustees may act in any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred by a majority vote at any meeting at which a quorum is present. In no event shall a majority consist of fewer than two (2) Trustees, and, if and whenever the number of Trustees hereunder shall become fewer than two (2), the then remaining Trustee shall have only those powers to act as are specifically granted herein to a single Trustee. Any action required or permitted to be taken at any meeting of the Trustees may be taken without a meeting if written consents to such action are signed by all of the Trustees and such written consents are filed with the records of the meetings of the Trustees. Such consents shall be treated for all purposes as a vote at a meeting.

Whenever Trustee consent or approval is sought hereunder or under the Master Deed for some action planned to be taken only by one Unit Owner, if such Unit Owner is then a Trustee, his vote shall not be counted as it relates to such action.

Subsection 4.1.9. Original Trustees. In order to assure the consistent operation of the Property in the manner originally provided by the Sponsor, and notwithstanding anything above to the contrary, the original Trustees named at the beginning of this Declaration of Trust shall hold office until the dates appearing opposite their the names below:

Paul Farkas, M.D.	The first anniversary of the first annual meeting of the Trustees ("Trustees' Meeting").
Paul D. Titus, M.D.	The third anniversary of the first Trustees' Meeting.
Enzo DiGiacomo, M.D.	The fifth anniversary of the first Trustees' Meeting.
Virginia Govoni	The seventh anniversary of the first Trustees' Meeting.
Robert L. Bolduc	The ninth anniversary of the first Trustees' Meeting.

Any vacancy in the offices of the original Trustees shall be filled by the Sponsor only, and the term of any such replacement Trustee shall be the remainder of the term of the original Trustee so replaced.

Section 4.2. Officers and Agents.

Subsection 4.2.1. Enumeration and Qualification. The officers of the Trust shall be such officers, if any, as the Trustees from time to time, may in their discretion elect or appoint. The Trust may also have such agents, if any, as the Trustees may from time to time, in their discretion, appoint. Any officer may be, but none need be, a Trustee or a Unit Owner. Any two or more offices may be held by the same person. Any officer may be required by the Trustees to give bond for the faithful performance of his duties to the Trust in such amount and with such sureties as the Trustees may determine. The cost of any such bond shall be charged as a Common Expense.

Subsection 4.2.2. Powers. Subject to law and to the provisions of this Declaration of Trust, each officer shall have those duties and powers as the Trustees may from time to time designate.

Section 4.3. Resignation, Removals and Compensation. Any Trustee or officer of the Trust may resign at any time by instrument in writing, executed, acknowledged, and delivered to one or more of the Trustees. The instrument of resignation shall take effect upon delivery thereof to the Trustees unless the resignation is specified to be effective at some time in the future, in which case it will become effective on the date specified. A Trustee (including persons elected by Trustees to fill vacancies but not including any of the original Trustees named at the beginning of this Declaration of Trust and not including any successor Trustees designated by the Sponsor pursuant to Subsection 4.1.9) may be removed from office (a) with or without cause by the vote of the holders of a majority in interest of the Beneficial Interests, but such removal shall take effect only when approved by vote of a majority of the Trustees then in office, exclusive of the Trustee or Trustees to be removed, or (b) for cause by vote of a majority of the Trustees then in office, or (c) for cause by a vote of the holders of 100% of the Beneficial Interests. A Trustee may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him. The resignation of any Trustee, or in the case of removal of a Trustee, a certificate of such removal signed by a majority of the remaining Trustees, in each case acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, shall be recorded with the Registry.

The Trustees and any officers of the Trust shall be entitled to be reimbursed for their reasonable expenses. The Trustees and officers shall not receive compensation for services rendered as Trustee or officer, but this shall not preclude any such person from performing any other service for

the Trust, legal or otherwise, and receiving compensation therefor.

Section 4.4. Vacancies. Except as noted below, any vacancy in the office of Trustee may be filled by the Unit Owners or, in the absence of Unit Owner action for a period of thirty (30) days, by the Trustees by vote of a majority of the Trustees then in office. The Trustees shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number; provided, however, in the event there is only one Trustee, such Trustee shall act only in response to emergencies involving possible loss of property or bodily harm, until at least one additional Trustee is appointed. Notwithstanding anything to the contrary above, vacancy in the office of any of the original Trustees named at the beginning of the Declaration of Trust, and any successor Trustees designated by the Sponsor pursuant to subsection 4.1.9, shall be governed by the terms of subsection 4.1.9.

Section 4.5. Liability and Indemnification. Trustees and officers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith, or reckless disregard of their duties or actions taken without the good faith and reasonable belief that such action was in the best interests of the Trust.

The Trustees and any officers of the Trust and each of them shall be indemnified, both out of the Property and by the Unit Owners, to the extent legally permissible, against any liability and expense, incurred by them or any of them while in office or thereafter, by reason of his being or having been a Trustee or officer (while in office or thereafter), including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by the Trustee or officer in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, except with respect to any matter as to which he shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his duties or not to have acted in good faith in the reasonable belief that his action was in the best interests of the Trust. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee or officer may be entitled by contract or otherwise under law. As used in this Section, the terms "Trustee" and "officer" include their respective heirs, executors and administrators. Nothing contained in this Section shall affect any rights to indemnification to which personnel, other than Trustees and officers, may be entitled by contract or otherwise under law.

Section 4.8. Self-Dealing and Trustees' Bonds and Liability. No person shall be disqualified from holding any office by reason of any Interest, as defined below. In the absence of fraud, any Trustee or Unit Owner or any officer of this Trust individually, or any Concern, as defined below, in which any such Trustees, officers or Unit Owners have any Interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction or other act of this Trust, and

- (a) such contract, transaction or act shall not in any way be invalidated or otherwise affected by that fact;
- (b) no such Trustee, officer, Unit Owner or Concern shall be liable to account to this Trust for any profit or benefit realized through any such contract, transaction or act; and
- (c) Any such Trustee may be counted in determining the existence of a quorum at any meeting of the Trustees or of any committee thereof which shall authorize any such contract, transaction or act, and may vote to authorize the same;

provided, however, except as provided in Section 5.16, that such contract, transaction or act shall be duly authorized or ratified by a majority of the Trustees who are not so interested and to whom the nature of such Interest has been disclosed.

The term "Interest" shall include any personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern.

The term "Concern" shall mean any corporation, association, trust, partnership, firm or person other than this Trust.

To the extent permitted by law, the authorizing or ratifying vote of the holders of a majority in interest of the Beneficial Interests at an annual meeting or a special meeting duly called for the purpose (whether such vote is passed before or after judgment rendered in a suit with respect to such contract, transaction or act) shall validate any contract, transaction or act of this Trust, or of the Trustees or any committee thereof, with regard to all Unit Owners, whether or not of record at the time of such vote, and with regard to all creditors and other claimants under this Trust; provided, however, that with respect to the authorization or ratification of contracts, transactions or acts in which any of the Trustees, officers or

Unit Owners have an Interest, the nature of such contracts, transactions or acts and the Interest of any Trustee, officer or Unit Owner therein shall be summarized in the notice of any such annual or special meeting, or in a statement or letter accompanying such notice, and shall be fully disclosed at any such meeting; provided, also, that Unit Owners so interested may vote at any such meeting; and provided further, that any failure of the Unit Owners to authorize or ratify such contract, transaction or act shall not be deemed in any way to invalidate the same or to deprive this Trust, its Trustees, officers or employees of its or their right to proceed with such contract, transaction or act. No contract, transaction or act shall be avoided by reason of any provision of this subsection which would be valid but for those provisions.

No Trustee shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to a majority of the Beneficial Interest may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in an amount and with those sureties as shall be specified in the instrument. All expenses incident to any such bond shall be charged as a Common Expense.

ARTICLE V

Operation of the Property

Section 5.1. Common Profits, Determination of Common Expenses and Fixing of Common Charges

The Unit Owners shall be both liable for Common Expenses and entitled to Common Profits in proportion to their respective Beneficial Interests. The Trustees may, at any time, distribute the Common Profits among the Unit Owners in such proportions. The Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses expected to be incurred during the year, after taking into account any undistributed Common Profits from prior years, shall allocate and assess such Common Charges among the Unit Owners according to their respective Beneficial Interests. The Common Expenses shall include any amounts which the Trustees deem proper for the operation and maintenance of the Property, including, without limitation, amounts required to indemnify the Trustees and/or officers under Section 4.5, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Trustees pursuant to the provisions of Section 5.7, utility charges pursuant to Section 5.15 and amounts for

working capital of the Condominium, for general operating reserves, for a reserve for maintenance, repairs and replacements for those portions of the Common Elements which must be replaced on a periodic basis and to make up any deficit in the Common Expenses for any prior year. The Common Expenses shall also include any Taxes assessed directly against the Trustees, and the Common Expenses may also include any amounts which may be required for the purchase or lease of any Unit by the Trustees, on behalf of all Unit Owners, pursuant to the provisions hereof, or to pay any other obligation of the Trust. The Trustees shall give timely written notice to each Unit Owner of the amount of the Common Charges payable by him, and shall furnish copies of each budget on which Common Charges are based to all Unit Owners and to the holder of a mortgage of a Unit or any proposed mortgagee thereof so requesting the same in writing.

Section 5.2. Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Charges assessed by the Trustees pursuant to the provisions of Section 5.1 monthly in advance or at such other time or times as the Trustees shall determine. No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to his sale, transfer or other conveyance of the Unit. Unless waived in writing by the Trustees, a purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against the Unit prior to the acquisition by him of the Unit; however, any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or by deed in lieu of foreclosure, and any purchaser from such mortgagee shall not be liable for (and such Unit shall not be subject to) a lien for the payment of Common Charges assessed against the Unit prior to the acquisition of title to such Unit by such first mortgagee.

Section 5.3. Collection of Assessments. The Trustees shall assess Common Charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 5.4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Trustees the Common Charges, the defaulting Unit Owner shall be obligated to pay interest thereon at the at rate of interest per year then applicable for delinquent real estate tax payments in the Municipality from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Trustees in any proceeding brought to

collect the unpaid Common Charges. The Trustees shall have the right to attempt to recover the unpaid Common Charges, interest thereon and the expenses of the proceeding in an action brought against the Unit Owner or by foreclosure of the lien on the Unit as provided in Section 6 of Chapter 183A.

Section 5.5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental commencing at the time of institution of foreclosure action for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with (but not to vote the Beneficial Interest appurtenant to) the Unit. The existence of the right to foreclose the lien for unpaid Common Charges shall not preclude the Trustees from suing a Unit Owner personally to recover a money judgment for unpaid Common Charges.

Section 5.6. Statement of Common Charges. The Trustees shall promptly provide any Unit Owner, the holder of any mortgage of a Unit or any proposed mortgagee thereof so requesting the same in writing, with a written statement in recordable form of all unpaid Common Charges assessed to the Unit.

Section 5.7. Insurance.

A. The Trustees shall be required to obtain and maintain, to the extent obtainable and permitted by applicable law, master policies of multiperil type insurance, including casualty and physical damage insurance, for the benefit of the Trustees and all of the Unit Owners, naming as the insureds, and with loss proceeds payable to, the Trustees hereunder as Insurance Trustees for all of the Unit Owners and their respective mortgagees, and the Lessor as their interests may appear, pursuant to such standard condominium property endorsement form as may from time to time be customarily used in Massachusetts. Such insurance shall insure the Building and all other insurable improvements forming part of the Common Elements, including elevators, heating and other service machinery, apparatus, equipment and installations comprised in the Common Elements, and also all such portions and elements of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance; but not including (i) the furniture, furnishings, equipment or other personal property of the Unit Owners, or (ii) improvements within a Unit made by or on behalf of the Owners thereof, as to which it shall be the separate

responsibility of Unit Owners to insure. Such insurance shall be maintained in an amount at least equal to the full replacement value of the insured property (exclusive of foundations) without deduction for depreciation, and shall insure against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other hazards or risks as the Trustees from time to time, in their discretion, shall determine to be appropriate, including, without limitation, demolition, vandalism, malicious mischief, windstorm and water damage, earthquake, flood and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, to the extent obtainable, (i) provide that the policies may not be cancelled, terminated or substantially modified without at least thirty (30) days' written notice to the Trustees and at least ten (10) days prior written notice to the Lessor; (ii) provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercised without the approval of the Trustees and may not be exercised, in any event, if in conflict with the terms of this Declaration of Trust; (iii) include waivers of subrogation as to any claims against the Trust, the Trustees, the officers, the manager, the managing agent and their respective agents and employees, and the Unit Owners and their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of any insured; (iv) provide that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units or by Lessor; and (v) provide that adjustments of loss shall be made by the Trustees and any Registered Mortgagees.

C. The Trustees, as named insureds or, if required under the Lease the Insurance Trustee (as defined in the Lease), for the benefit of the Unit Owners and their mortgagees, shall collect all casualty loss insurance proceeds, shall hold such proceeds in an identified segregated fund and shall use, apply and disburse them for the purposes and in the manner set forth in this Section and in Section 5.8. Subject to the provisions of Section 5.8, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and their mortgagees. If the cost of restoring the Common Elements is estimated by the Trustees to exceed thirty percent (30%) of the replacement value of the Property, then the Trustees shall give written notice of such loss to all Registered Mortgagees, and in addition, if the cost of restoration of any Unit is estimated by the Trustees to exceed twenty percent (20%) of the replacement value of such Unit, then the Trustees shall give written notice of such loss to the Registered Mortgagee(s)

holding mortgage(s) on such Unit. Such notice to Registered Mortgagees shall not entitle them to additional rights hereunder. If repair and restoration are to be made pursuant to Section 5.8, all insurance loss proceeds shall be disbursed to defray the cost of repairs and restoration, first of the Damaged Common Elements and, second, of the one or more damaged Units, and, with respect to losses which affect portions or elements covered by insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees, or the Insurance Trustee, if required under the Lease, in their judgment, in a fair and equitable manner.

D. The Trustees shall evaluate at least annually, the amount of insurance coverage, and, if necessary, shall increase the amount of coverage on the master insurance policy accordingly. In no event shall the amount of such insurance be less than the full replacement value of the Property which is required to be insured by the Trustees hereunder. The cost of any appraisal of the full replacement value of the Condominium as shall be required from time to time by the Trustees shall be Common Expense.

E. The Trustees shall also obtain and maintain to the extent reasonably available master policies of insurance of the following kinds naming the Condominium, the Trustees and the Unit Owners as named Insureds and Lessor as Additional Insured: (1) Comprehensive general liability insurance in such amounts and forms as shall be determined by the Trustees with no less than a single limit of one million dollars (\$1,000,000), for claims for bodily injury or property damage arising out of one occurrence and with cross liability (severability of interest) endorsement and three million dollars (\$3,000,000) with respect to injury or death to more than one person in any one accident or other occurrence, and with umbrella coverage of no less than Ten Million Dollars (\$10,000,000) on an occurrence basis without aggregate limit, which insurance shall cover liability of any insured to other insureds, including but not limited to, water damage, legal liability, hired and non-owned automobile, liability for property of others, contractual and any and all other liability incident to the ownership and/or use of the condominium project or any portion thereof; and (2) workmen's compensation and employees' liability insurance covering any manager, agent or employee of the Trustees but excluding any independent agent or manager, and (3) a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and directors of the condominium for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; (4) business interruption insurance insuring

against loss of income derived by the Condominium due to the risks described in subsection A above in an amount sufficient to prevent the Trustees from becoming a co-insurer, but in no event less than the aggregate amount of the Common Expenses of the Condominium; (5) insurance, if available, funding the obligation of the Unit Owners to indemnify the Trustees against liability incurred by them while acting as such; and (6) such other insurance as the Trustees deem appropriate. In addition, the Trustees shall obtain and maintain fidelity coverage against dishonest acts on the part of officers, managers, managing agents, trustees, employees or volunteers (i) acting at the direction or on behalf of the Trustees or (ii) responsible for handling funds belonging to or administered by the Trust. All such insurance shall be in such amounts and forms as the Trustees shall, in their discretion, deem appropriate, and shall, insofar as practicable and consistent with the terms of this subsection, contain provisions as set forth in Paragraph B of this Section 5.7. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, but it shall be the responsibility of each Unit Owner, as provided in Paragraph H of this Section 5.7, to maintain his own public liability insurance therefor. The Trustees may elect to include any manager, managing agent, officer, trustee, employee or volunteer of the Condominium, or, where applicable, any Registered Mortgagee, as a party insured under the policies of insurance described in this Paragraph E.

F. Each insurance carrier shall be a good, and solvent insurance carrier, rated A or better by Bests, reasonably satisfactory to Lessor, and licensed or authorized by law to transact business within the Commonwealth of Massachusetts. To the extent possible, the Trustees shall not obtain policies of insurance which provide that (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against a Unit Owner or his mortgagee, as an insured; (ii) by the terms of carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent a Unit Owner or his mortgagee, as an insured, from collecting insurance proceeds.

G. The cost of insurance to be obtained and maintained by the Trustees pursuant to all preceding paragraphs of this Section 5.7 shall be assessed to the Unit Owners as a Common Expense. In the event that any Unit Owner does anything in the Condominium which causes an increase in the rate of insurance for the Condominium, as a result of (i) an act of gross negligence, (ii) his willful default or (iii) having done anything requiring the Trustees' consent without having obtained the Trustees' consent, the Trustees may, in their

discretion, assess the amount of such increase directly to such Unit Owner as a Common Charge.

H. Unit Owners may carry insurance for their own benefit insuring any wall, ceiling or floor decorations or coverings, drapes, furniture, furnishings, fixtures, equipment and other personal property not covered by the insurance maintained by the Trustees, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

I. The Trustees shall cause each Unit Owner to report to the Trustees any improvements made to his or her Unit having a value in excess of \$1,000.00.

Section 5.8. Repair or Reconstruction after Fire or Other Casualty.

In the event of damage to or destruction of (i) the Common Elements as a result of fire or other casualty (unless the casualty exceeds ten percent (10%) of the value of the Condominium prior to the casualty and seventy-five percent (75%) or more in Beneficial Interest of the Unit Owners do not agree to proceed with the repair or restoration as provided by the last paragraph of this Section) or (ii) in the event of damage or destruction of any Unit as a result of fire or other casualty, whether or not the Common Elements have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies or cause, any Insurance Trustees (as defined in the Lease) to disburse such proceeds, in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage, and in accordance with any requirements of the Lease. All insurance proceeds paid to the Trustees or the Insurance Trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of such proceeds on account thereof, shall be prior to the application of such proceeds for any other purpose. To the extent that insurance proceeds are available therefor and to the extent restoration is possible, the Trustees shall cause the damaged Common Elements and those portions of the Unit with respect to which the Trustees are required to maintain fire and extended coverage insurance to be restored as nearly as possible to their condition immediately prior to such damage or destruction. While the Trustees shall determine how such restoration shall be accomplished in their sole reasonable

opinion, the Trustees shall to the extent practical consult with each Unit Owner with respect to redecorating that Unit Owner's Unit.

In the event that the total cost of repair or restoration, as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, then the Trustees shall assess, levy or charge all Unit Owners, as a Common Expense, for the amount estimated to be required to repair or restore the Common Elements and those portions of the Unit(s) with respect to which the Trustees are required to maintain casualty or physical damage insurance (as provided in Section 5.7) in excess of the insurance proceeds available therefor, and notwithstanding anything to the contrary herein contained, no restoration or repair (except for emergency work permitted below shall be undertaken until the full amount estimated to be required for such restoration or repair has been collected.

Whenever the estimated cost of repair or restoration as to any one casualty or occurrence is such as to require the insurance proceeds to be held by an Insurance Trustee, pursuant to the Lease, then the Trustees shall retain a registered architect or registered engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner or a Trustee or an employee or agent of any Trustee, to supervise the work of repair or restoration, and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense or otherwise made available by individual Unit Owners.

The Trustees may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of the repair or restoration, then the excess of the insurance proceeds, if any, shall be added to the Trust's Common Funds or, at the option of the Trustees,

divided among all the Unit Owners in proportion to their respective Beneficial Interests; provided, however, that no provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of the first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of a distribution to such Unit Owner of insurance proceeds for losses to Units and/or Common Elements. Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributable to their mortgagors.

Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, and

- (i) If at least seventy-five percent (75%) in Beneficial Interest hereunder do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any Common Funds shall be divided in proportion to the Unit Owners' respective Beneficial Interests, but, as so divided shall be paid to the holders of any mortgages of Units in accordance with their priority and the terms of such mortgages. Upon such sale of the Condominium, it shall be deemed removed from the provisions of Chapter 183A.
- (ii) If seventy-five percent (75%) or more in Beneficial Interest hereunder agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium in excess of any available Common Funds including the proceeds of any insurance, shall be a Common Expense, provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Superior Court. The cost of any such purchase shall be a Common Expense.

No vote or consent required of a Unit Owner pursuant to this Section 5.8 shall be effective without the written consent thereto of the Registered Mortgagee of such Unit.

Section 5.9. Maintenance and Repairs.

(a) Except as provided in Section 5.8 and in Subparagraph (d) below, all maintenance and replacement of and repairs to any Unit (other than to the Common Elements contained therein), including, without limitation, the windows and doors therein, electrical, plumbing, heating and other similar fixtures or utility services within and serving only the Unit or belonging to the Unit Owner, painting of interior surfaces of doors and window sashes, and all washing of interior of windows shall be done by the Unit Owner at the Unit Owner's expense, except as otherwise specifically provided herein.

(b) All maintenance, repairs and replacements to the Common Elements shall be done by the Trustees and shall be charged to all the Unit Owners as a Common Expense, reserving to the Trustees the right to recover all or part of the costs of such work from a Unit Owner (and, to the extent allowed by law, to have and enforce a lien on a Unit for such costs) if the work in question was necessitated by the negligence, misuse or neglect of such Unit's Owner or any occupant of such Unit, or any guest, invitee, agent, servant or employee of such Unit's Owner or occupant. Any two (2) Trustees (or the sole Trustee if there is only one), the managing agent or manager may approve payment of vouchers for any such work.

(c) Violations of any laws, ordinances, codes, regulations, rules or orders of any authority having jurisdiction over the Condominium shall be eliminated and the responsibility and expense therefor shall be borne according to the same criteria as are described in Subparagraphs (a) and (b) above.

(d) Repairs, maintenance to and replacement of the heating and cooling unit independently servicing each Unit, and the washing of the exterior surfaces of windows, shall be done by the Trustees, and shall be charged to all the Unit Owners as a Common Expense, in the manner and subject to the qualifications set forth in Subparagraph (b) above.

Section 5.10. Improvements.

(a) If fifty percent (50%) or more but less than seventy-five percent (75%) in Beneficial Interest hereunder agree to make an improvement to the Common Elements, such improvement may be made, but the costs of making such improvement shall be borne solely by the Unit Owners so agreeing.

(b) If seventy-five percent (75%) or more in Beneficial Interest hereunder agree to make an improvement to

the Common Elements, such improvement may be made and the costs thereof assessed to all Unit Owners as a Common Expense, provided, however, that if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court, on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustees at fair market value thereof as approved by the Superior Court. The cost of any such purchase shall be a Common Expense.

Section 5.11. Restrictions on Use of Units and Common Elements.

In order to provide for congenial occupancy of the Condominium and for the protection of the values of the Units, the use of the Condominium shall be subject to the provisions and restrictions set forth in Section 7 of the Master Deed, which is incorporated herein by reference and made a part hereof.

Section 5.12. Title. Title to Units may be taken in the name of natural persons, a fiduciary, a corporation, a partnership or any other entity.

Section 5.13. Right of Access. A Unit Owner shall grant a right of access to his Unit (at reasonable times and upon reasonable notice except in emergencies) to the Trustees, officers, manager, managing agent and any other person authorized by the Trustees, the manager or the managing agent, for the purpose of making inspections, for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations, repairs or replacements to the Common Elements in his Unit or elsewhere in the Building or on the Land. In case of emergency, such right of access shall be immediate, whether the Unit Owner is present or not. In the event of the exercise of the rights of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 5.9.

Section 5.14. Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be annexed hereto and made a part hereof as Schedule A. The Trustees may promulgate, amend and/or rescind the Rules and Regulations, which may govern the details of the operation and use of the Common Elements and impose such restrictions and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of this Declaration of Trust and the Master Deed and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and

the Common Elements; provided, however, that no such action shall be taken which will adversely affect the holder of any mortgage of a Unit without the written consent of such holder or which will adversely affect Sponsor, while Sponsor owns any Unit without the written consent of Sponsor. Copies of any proposals for or modifications or amendments to the Rules and Regulations shall be furnished by the Trustees to the Unit Owners prior to the time when the same shall become effective, to each Registered Mortgagee and to the holder of any other mortgagee of a Unit or any proposed mortgagee thereof so requesting the same in writing.

Section 5.15. Utilities.

A. Water and Sewer Use Charges. Unheated water shall be supplied to all of the Units and the Common Elements through one or more building meters. The Trustees shall pay, as a Common Expense, all charges for unheated water consumed on the Property, including the Units, and all sewer use charges, promptly after the bills for the same have been rendered.

B. Electricity. Except as provided in the following sentence, electricity shall be supplied by the public utility company serving the area, directly to the Unit through a separate meter, and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. Electricity serving the Common Elements shall be separately metered, and all bills for such electricity shall be paid by the Trustees as a Common Expense.

C. Heating and Air Conditioning. Hot and chilled water for heating and air conditioning will be provided to the Condominium by the Lessor as provided in Section 6.08 of the Lease, and related charges due to the Lessor under the Lease shall be collected by the Trustees as provided in Section 5.19 hereof.

Section 5.16. Managing Agent and Manager. The Trustees may employ a managing agent or a manager to perform such duties and services as the Trustees shall authorize. The Trustees may delegate to the manager or managing agent, all of the powers granted to the Trustees by this Declaration of Trust other than the powers set forth in Subparagraphs (b), (e), (f), (h), that portion of (l) relating to requiring bonds and levying (but not collecting) fines and (i) and (n) of Subsection 4.1.4. In order to assure the uninterrupted professional management of the Condominium, the Trustees have as of the date hereof entered into a contract with System Real Estate, Inc., a Massachusetts corporation ("System"), for the management of the Condominium for an initial term of five (5) years.

Section 5.17. Condemnation. If any public or quasi-public authority initiates a proceeding to take any portion of the Condominium under the power of eminent domain, the Trustees shall notify all Unit Owners and all mortgagees of record promptly after the commencement of such proceeding. If more than ten percent (10%) in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. If one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of said Section 17 of Chapter 183A, or are otherwise required to make such restoration by the Trustees, with the written consent of Unit Owners entitled to at least seventy-five percent (75%) of the Beneficial Interest hereunder, shall have the authority to acquire the remaining portions of such Units, at the price which the Trustees shall determine, provided, however, that any Unit Owner of such remaining portion who does not agree with the determination may apply to the Superior Court, on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Superior Court. Where, as a result of a partial taking, any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provisions for realignment of the Beneficial Interests as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented in any proceeding by the Trust acting through the Trustees. In the event of a partial taking, the award shall be allocated to the Unit Owners or their mortgagees, as their interest may appear, according to their respective Beneficial Interests, except as to any portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Trustees to be distributed to the Unit Owners in accordance with their respective Beneficial Interests, or their mortgagees, as their interests may appear.

No vote or consent required of a Unit Owner pursuant to this Section shall be effective without the written consent thereto of any Registered Mortgagee, the holder of any first mortgage of record of such Unit. No provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of the first mortgage (if any) on such

Unit Owner's Unit pursuant to such mortgage in the case of distribution to such Unit Owner of condemnation awards for taking of Units and/or Common Elements. Mortgagees of Units will be entitled to priority with respect to any awards distributable to their mortgagors.

Section 5.18. Notices to Unit Owners. Every notice to any Unit Owner which is required under the provisions hereof, which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given as provided in Section 3.7 hereof.

Section 5.19. Lease Payments and Taxes. All Unit Owners are Lessees under the Lease and as such are required to pay as a direct obligation to the Lessor all charges due thereunder. In order to provide for a convenient method of payment of such amounts, the Trustees shall calculate and assess against the Units and their Owners, on the basis of each Unit Owner's Beneficial Interest, all amounts due from the Unit Owners to the Lessor under the Lease including but not limited to amounts due on account of Rent (as defined in the Lease), hot and chilled water, Parking Fees (as defined in the Lease) and, so long as applicable, Taxes (with the exception of Taxes separately assessed on any Unit) (all such amounts, "Lease Payments").

The full amount of Lease Payments due from each Unit Owner under the Lease shall be due the Trustees from each Unit Owner on the first day of each month then commencing.

The full amount of Taxes (excluding amounts separately assessed on any Unit) shall be assessed by the Trustees as a Common Charge, and shall be due the Trustees from each Unit Owner, according to his beneficial interest, no less than thirty days before the taxes are due. This amount is hereinafter referred to as the "Tax Expense." If such Taxes are not due at one time, the Trustees shall make Common Charge assessments therefor at times and in amounts sufficient to obtain from the Unit Owners the partial amounts due at least thirty days before they are due to any taxing authority. The twelve months commencing July 1 of each year are hereinafter referred to as the Municipal Year. The total Tax Expense due in any Municipal Year is hereinafter referred to as the Annual Tax Expense.

ARTICLE VI

Sales and Mortgages of Units and
Acquisitions of Units by Trustees

Section 6.1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein (i) the undivided interest in the Common Elements and other rights appurtenant thereto; (ii) the interest of such Unit Owner in any Unit previously acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the Unit Owner's undivided leasehold interest in the land underlying the condominium, and (iv) the interest of such Unit Owner in any other assets of the Condominium (all of which are hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, deed given in foreclosure, or deed given in lieu of foreclosure or other instrument purporting to affect one or more of the Appurtenant Interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 6.2. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid Common Charges theretofore assessed by the Trustees against his Unit. Nothing herein shall be deemed to affect the validity of any mortgage given by a Unit Owner in contravention of this Section, or any foreclosure thereof or deed given in lieu of such foreclosure.

Section 6.3. Mortgages of Units. A Unit Owner who mortgages his Unit or the holder of a Unit Owner's mortgage shall notify the Trustees of the name and address of the holder of such mortgage and shall file a conformed or photocopy of the mortgage with the Trustees, and the Trustees shall maintain such information in a book entitled "Mortgages of Units". The failure of a Unit Owner or the holder of such Unit mortgage to so notify the Trustees or to file a conformed or photocopy copy with them shall not invalidate the mortgage or any of its provisions or the rights of any holder of such mortgage, notwithstanding anything to the contrary contained herein or in

the Master Deed, no holder of a mortgage of a Unit shall be deemed to be entitled to notice from the Trustees hereunder or to an opportunity to consent to or approve matters as to which such notice is given unless the Trustees have been given notice of the name and address of such holder and of the Unit covered by such mortgage.

The Trustees, whenever so requested in writing by the holder of a mortgage of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each Registered Mortgagee. In addition, the Trustees shall give prompt written notice to a Registered Mortgagee of any default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust, or the Rules and Regulations which is not cured within thirty (30) days. Upon receipt of the notice described in the immediately preceding sentence, the Registered Mortgagee shall have the right but not the obligation to cure such default within thirty (30) days following such notice if such default can be cured by the payment of money, or within sixty (60) days if such default cannot be cured by the payment of money. In addition, the Trustees shall send written notice to all Registered Mortgagees and all holders of first mortgages of record of Units of any proposed amendment to this Declaration of Trust to be made pursuant to Section 9.1. After having given the Trustees reasonable prior notice, each Unit Owner and the holder of any mortgage of a Unit shall be permitted to examine the books of account and records of the Trust and the books of account of any manager or managing agent of the Condominium relating to the Condominium at reasonable times on business days.

If a mortgagee gives written notice to the Trustees that there is a default in a mortgage on a Unit held by it, or if a mortgagee gives written notice to the Trustees of an agreement or covenant by a Unit Owner that said mortgagee is to be the proxy of said Unit Owner, then such mortgagee shall be recognized as the proxy of the Unit Owner of such unit for all matters concerning the Condominium until the mortgagee revokes the same by written notice to the Trustees, or such mortgagee is discharged of record and the Unit Owner notifies the Trustees of that fact; provided, however, that if such mortgagee is not represented at a meeting of Unit Owners, then the Unit Owner may, notwithstanding the foregoing, cast the vote attributable to his Unit. If two or more mortgagees of the same Unit give notice or seek to exercise rights hereunder, the mortgagee who in the good faith determination of the Trustees holds the senior lien upon the Unit shall have the rights granted in this paragraph.

Section 6.4. Acquisitions of Units by Trustees.

Acquisition of Units by the Trustees, as permitted hereunder, may be made from Common Funds or, if such funds are insufficient, the Trustees may (i) levy an assessment as a Common Charge against the Unit Owners in accordance with their Beneficial Interests hereunder or (ii) borrow money to finance the acquisition of such Unit(s), provided, however, that no financing may be secured by an encumbrance or lien on any property other than the Unit, together with its Appurtenant Interests, so to be acquired by the Trustees. All such acquisitions shall be subject to Lessor's Right of First Offer to Purchase, as provided in Article 11 of the Lease.

ARTICLE VII

Rights and Obligations of Third Parties Dealing with the Trustees

Section 7.1. Third Parties No Duty of Inquiry. No

purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record with the Registry shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall conclusively evidence the persons who are then Trustees. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges herefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation, removal or election of any Trustee, and any records of the Trust purporting to be executed by persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited.

Section 7.2. No Recourse to Trustees. No recourse shall be had at any time under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise. All persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Property for payment under such contract or claim or for the payment of any debt, damage, judgment, decree or money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Unit Owners, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners as such under provisions hereof or under provisions of Chapter 183A.

Section 7.3. All Instruments Subject to Terms Hereof. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this Declaration of Trust.

Section 7.4. Recording in Registry. This Declaration of Trust, any amendments hereto and any certificate herein required to be recorded, shall be recorded with the Registry. Any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry. Such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, and all persons dealing in any manner whatsoever with the Trustees, the Property or any Unit Owner shall be held to have notice of any alteration or amendment of this Declaration of Trust or change of Trustees, when the same shall have been recorded with the Registry. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, actions which have been taken by the Unit Owners, who the officers, if any, of the Trust are, who the Unit Owners are, whether there are Common Charges due with respect to a particular Unit and matters relating to the authority of the Trustees to do any act, when duly acknowledged and recorded with the Registry, shall be conclusive evidence as to the existence of such alleged facts and of the truth of the statements made therein in favor of all third persons,

Including the Trustees, acting in good faith in reliance thereon. Any certificate executed by a majority of the Trustees, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

Section 7.5. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are and shall be subject to provisions of the Master Deed, this Declaration of Trust and the Rules and Regulations, the Lease and all covenants, agreements, restrictions, easements and declarations of record ("title conditions"). The acceptance of a Unit deed or conveyance, the execution of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that the Master Deed, this Declaration of Trust, the Rules and Regulations, as any of them may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

ARTICLE VIII

Miscellaneous

Section 8.1. Records. The Trustees or the managing agent or manager shall keep records of the actions of the Trustees and the managing agent or manager, and financial records and books of account of the Trust, including a chronological listing of receipts and expenditures and a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against the Unit, the date when due, the amounts paid thereon and any balance remaining unpaid. An annual financial statement of the Trust shall be rendered by the Trustees to all Unit Owners and all mortgagees requesting same within ninety (90) days after the end of each fiscal year. Copies of the Master Deed, the Rules and Regulations, this Declaration of Trust and the Floor Plans of the Building(s), as the same may be amended from time to time, and the records of the actions of the Trustees and financial records and books of account of the Trust shall be maintained by the Trustees and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours upon reasonable prior notice.

Section 8.2. Fiscal Year. Except as from time to time otherwise provided by the Trustees, the fiscal year of the Trust shall end on the thirty-first (31st) day of December in each year.

Section 8.3. Invalidity. The invalidity of any part of this Declaration of Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Declaration of Trust.

Section 8.4. Captions and References. The Table of Contents and the captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration of Trust or the intent of any provision hereof. Reference in this Declaration of Trust to "hereof", "herein" and "hereunder" shall be deemed to refer to this Declaration of Trust and shall not be limited to the particular text or section in which such words appear.

Section 8.5. Gender. The use of the masculine gender in this Declaration of Trust shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

Section 8.6. Waiver. No restriction, condition, obligation, or provisions contained in this Declaration of Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

ARTICLE IX

Amendments and Limitations

Section 9.1. Amendments to This Declaration of Trust. Except as provided below in this Article, this Declaration of Trust may be amended, altered or repealed in any manner or to any extent at any annual or special meeting of the Unit Owners called for the purpose, of which the notice shall specify the subject matter of the proposed alteration, amendment or repeal or the sections to be affected thereby, by the affirmative vote of Unit Owners holding at least seventy-five percent (75%) of the Beneficial Interest hereunder or, in lieu of such meeting, by consent in writing, as provided in Section 3.10 hereof, the Trustees first, however, in either case, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration or repeal shall be valid or effective: (a) according to which the percentage of the

Beneficial Interest hereunder of any Unit Owner would be entered or the basis for allocation of Common Expenses, Common Charges or distributions to Unit Owners, other than by affirmative vote of all of the Unit Owners, (b) which would under this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, (c) which would amend, alter or repeal Sections 1.1 or 1.2 or this Section 9.1, other than by affirmative vote of all Unit Owners, (d) which would amend, alter or repeal Section 7.27 other than by affirmative vote of all Trustees and all Unit Owners, or (e) unless it shall have been assented to in writing by any holders of a mortgage of record of a Unit, if it affects the Mortgaged Unit in the manner described in clause (a) above or if it in any materially adverse way impairs the security of the holder of such mortgage. Any amendment, alteration or repeal pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Registry of an instrument of amendment, alteration or repeal, as the case may be, signed, sealed and acknowledged by a majority of the Trustees in office at the time, setting forth in full the amendment, alteration or repeal and reciting the consent of the Unit Owners and any mortgagees herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and compliance with all prerequisites to the validity of such amendment, alteration, or repeal, whether stated in the instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

Section 9.2. Limitations. Except if otherwise provided by statute in the case of condemnation or substantial loss to the units and/or the Common Elements, unless not less than seventy-five percent (75%) of the Unit Owners have given their prior written approval and unless all Registered Mortgagees of Units affected by the actions set forth in subparagraphs (a) through (e) below have consented in writing, notwithstanding any other provision of this Declaration of Trust, the Trustees (acting in their capacity as Trustees) shall not, by virtue of any vote or other authorization of the Unit Owners or any other provisions hereof or otherwise, be entitled to:

- (a) change the pro rata interest or obligations of any individual Unit for purposes of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;
- (b) partition or subdivide any Unit, provided that nothing herein shall prohibit Sponsor or any parent, affiliate or subsidiary corporation of Sponsor, or any successor or assign thereof to whom such rights are specifically assigned, from subdividing any Unit owned by it in

- accordance with the provisions of Paragraph 4 of the Master Deed;
- (c) by act or omission, seek to abandon or terminate the Condominium;
 - (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Unit Owners shall not be deemed a transfer within the meaning of this clause); or
 - (e) use hazard insurance proceeds or eminent domain awards for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided in Chapter 183A.

ARTICLE X

General

Section 10.1. Conflicts. This Declaration of Trust is set forth in compliance with the requirements of Chapter 183A. In case any provision of this Declaration of Trust, conflicts with the provisions of Chapter 183A or of the Master Deed or of the Lease, the provisions of Chapter 183A or the Master Deed or the Lease, as the case may be, shall control.

Section 10.2. Duration. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedures set forth in Section 19 thereof, as amended. Except as otherwise provided herein, the Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A at any annual or special meeting of the Unit Owners by the affirmative vote of at least seventy-five percent (75%) in Beneficial Interest hereunder, provided that notice of the removal is given in the notice of the meeting and, provided, further, that the holders of all first mortgages on Units consent to such removal by written instruments duly recorded with the Registry.

IN WITNESS WHEREOF, the undersigned, being all of the original Trustees, have signed these presents under seal as such Trustees as of the date first set forth above and hereby accept appointment as such Trustees and agree to be bound by

and act in accordance with the foregoing provisions of the trust and any duly enacted amendments thereof.

Trustees as aforesaid but not individually

(Paul Farkas
 (Paul Farkas, M.D.
 (Paul D. Titus
 (Paul D. Titus, M.D.
 (Paul D. Liscovsky M.D.
 (Paul D. Liscovsky, M.D.
 (Virginia Govoni
 (Virginia Govoni
 (Robert L. Bolduc
 (Robert L. Bolduc

COMMONWEALTH OF MASSACHUSETTS

Hampden ss.

August 11, 1988

Then personally appeared the above-named Paul Farkas, M.D., trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Robert L. Brudrett
 Notary Public Robert L. Brudrett
 My commission expires: 4-8-94

COMMONWEALTH OF MASSACHUSETTS

Hampden ss.

August 11, 1988

Then personally appeared the above-named Paul D. Titus, M.D., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Robert L. Brudrett
 Notary Public Robert L. Brudrett
 My commission expires: 4-8-94

COMMONWEALTH OF MASSACHUSETTS

August 11, 1988

Hampden ss.

Then personally appeared the above-named Enzo DiGiacomo, M.D., Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roberta L. Brundage
Notary Public *Roberta L. Brundage*

My commission expires: 4-8-94

COMMONWEALTH OF MASSACHUSETTS

August 11, 1988

Hampden ss.

Then personally appeared the above-named Virginia Govoni, Trustee as aforesaid, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Roberta L. Brundage
Notary Public *Roberta L. Brundage*

My commission expires: 4-8-94

COMMONWEALTH OF MASSACHUSETTS

August 11, 1988

Hampden

ss.

Then personally appeared the above-named Robert L. Bolduc, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed,

Before me,

Roberta L. Brundage
Notary Public *Roberta L. Brundage*

My commission expires: 4-8-94

Schedule of Units, Proportionate Interests, etc.

Unit No.	Location	No. of Rooms	Approx. Square Feet	Immediately Accessible Common Area	Proportionate Interest
LL1	Ground floor	1	9,280	Corridor, Tunnel Passage	.0964
LL2	" "	1	11,131	Corridor, Tunnel Passage	.1156
101	First floor	1	8,865	Corridor, Atrium	.0921
118	" "	1	1,611	Corridor, Lobby	.0167
119	" "	1	2,269	Corridor	.0236
126	" "	7	1,150	Corridor	.0119
134	" "	1	1,063	Corridor	.0110
200	Second floor	1	461	Atrium Corridor	.0048
201	" "	24	4,860	Corridor, Atrium Corridor	.0505
209	" "	1	2,057	Atrium Corridor	.0214
210	" "	9	1,566	Atrium Corridor	.0163
215	" "	16	2,600	Corridor	.0270
218	" "	1	2,222	Corridor	.0231
222	" "	1	1,087	Corridor	.0113
223	" "	1	1,301	Corridor	.0135
226	" "	8	1,090	Corridor	.0113
230	" "	8	1,090	Corridor	.0113
234	" "	7	1,108	Corridor	.0115
300	Third floor	1	465	Atrium Corridor	.0048
301	" "	16	2,570	Atrium Corridor, Corridor	.0267
305	" "	18	3,957	Atrium Corridor	.0411
310	" "	1	2,760	Atrium Corridor	.0287
315	" "	1	1,685	Corridor	.0175
318	" "	8	2,105	Corridor	.0219
319	" "	9	1,300	Corridor	.0135
322	" "	7	1,091	Corridor	.0113
323	" "	10	1,300	Corridor	.0135
330	" "	16	2,198	Corridor	.0228

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rooms</u>	<u>Approx. Square Feet</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
400	Fourth floor	1	1,579	Corridor	.0164
401	"	1	3,738	Corridor	.0388
404	"	1	2,273	Corridor	.0236
409	"	20	2,967	Corridor	.0308
410	"	16	2,679	Corridor	.0278
418	"	7	774	Corridor	.0080
419	"	21	3,388	Corridor	.0352
422	"	7	783	Corridor	.0081
426	"	9	1,246	Corridor	.0129
430	"	1	1,523	Corridor	.0158
434	"	6	1,107	Corridor	.0115
			96,299		1.0000

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