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DECLARATION OF TRUST
OF THE
SHORE DRIVE REALTY TRUST

DECLARATION OF TRUST made this 18th day of June, 1982 by Peter J. Bruckner of Cambridge, Massachusetts, and Stephen E. Zocher of Cambridge, Massachusetts, hereinafter referred to as "the Trustees."

The Trustees hereby declare that they and their successors in trust will hold any and all of the property that may be transferred to or acquired by them in their capacity as Trustees, (hereinafter referred to as "the Trust Premises") in trust for the purposes hereinafter contained:

1. This Trust shall be designated and known as the
SHORE DRIVE REALTY TRUST

2. A. The entire beneficial interest of this Trust shall be vested in the persons named in a Schedule of Beneficial Interests of even date, signed by the Trustees and the Beneficiaries, in the proportions therein set forth.

B. The term "Beneficiaries" wherever used herein shall mean the persons named in the Schedule of Beneficial Interests referred to above as it may be amended by the Trustees and the Beneficiaries from time to time. The Trustees shall not be affected by any assignment or transfer of any beneficial interest by any Beneficiary until receipt by the Trustees of written notice that such assignment or transfer has in fact been made. Any Trustee may, without impropriety, be or become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he were not a Trustee.

3. A. This Trust shall continue until terminated in the manner provided in Paragraph 6.B or on the sale and conversion into cash of the Trust Premises, whichever event shall first occur, provided, however, that this Trust shall terminate in any event twenty (20) years after the death of the last survivor of the Trustees herein named.

B. Upon the termination of the Trust, the Trust Premises shall automatically vest in the Beneficiaries hereof as tenants in common if more than one, in proportion to their respective interests, or in the name of the sole Beneficiary, if only one, subject to any mortgages, leases, contracts, or other encumbrances on the Trust Premises then existing.

4. A. The purposes for which the Trust is formed and the functions to be carried on by the Trustees are limited to holding the record legal title of the Trust Premises for the benefit of the Beneficiaries. The Trust shall not engage in any functions other than the holding of record legal title to the Trust Premises, and such functions as are necessarily incidental thereto, and is intended to be merely a nominee trust, so-called, for Federal and State income tax purposes.

B. Except as herein provided in the case of the termination of this Trust, the Trustees shall have no power to deal in or with the Trust Premises, except as directed in writing by such proportion of the Beneficiaries as is specified in the Schedule of Beneficial Interests. Upon such direction, the Trustees may borrow money, sell, mortgage or otherwise dispose of all or any part of the Trust Premises, lease all or any part thereof by one or more leases for a term or terms which may extend beyond the date of any possible termination of this Trust, grant or acquire rights and easements, guarantee obligations of the Beneficiaries and secure such guarantees by a mortgage on the Trust Premises, enter into agreements or arrangements with respect to the Trust Premises, acquire property and leasehold interests in property, and take such other action as the Beneficiaries may direct, provided, however, that the Trustees shall not be required to take any action so directed which will, in the opinion of the Trustees, involve them to any personal liability unless first indemnified to the satisfaction of the Trustees.

The Trustees shall not be required to inquire into the propriety of any direction received from the Beneficiaries. Any person dealing with the Trustees shall be fully protected in accordance with the provisions of Paragraph 8 hereof.

5. The Beneficiaries of this Trust, in their own right, shall have the control of the management, operation and handling of the Trust Premises, and all matters related thereto and the Trustees shall have no duty with respect to such management, operation or handling of the Trust Premises or other matters related thereto, including without limitation, the collection of income, payment of taxes, provision of insurance, engaging in litigation or otherwise, except on written direction of the Beneficiaries, and after payment to the Trustees of all money necessary to carry out said instructions.

6. A. This Declaration of Trust may be amended from time to time by the Trustees with the written consent and approval of the Beneficiaries or such proportion of the Beneficiaries as is specified in the Schedule of Beneficial Interests, by an instrument in writing signed by the then Trustee or Trustees hereunder and acknowledged by one or more of them, but no such amendment shall, without the written consent of the Trustees hereunder, increase the liability or duties of the Trustees from that originally provided herein.

Any such amendment shall only be effective upon the recording with the Middlesex South District Registry of Deeds of the instrument of amendment or a Certificate of Amendment which sets forth the exact terms of such amendment which has been signed by a majority of the Trustees or the Trustee, if only one, and acknowledged in the manner required for recording.

B. This Trust may be terminated at any time by any Beneficiary, by written notice to the Trustees or by the Trustees by written notice to all the Beneficiaries, but any such termination shall only be effective upon the recording with the Middlesex South District Registry of Deeds of an Instrument of Termination signed and acknowledged by the Trustees.

7. No Trustee shall be liable for any error of judgment or for any loss arising out of any act or omission in the execution of the Trust so long as he acts in good faith but in any event, any Trustee shall be liable and accountable only for his own individual acts, receipts, neglects, and defaults, and not for those of any other Trustee, or of any person employed by him, or of any bank, trust company, broker or other person or entity with whom or wherein any moneys or securities belonging to the Trust may be deposited nor for any effect in title of any property acquired by the Trust, and nor for any loss of property unless such occurs as a result of his own willful acts or omissions, and he shall be entitled to indemnity out of the assets of the Trust against any liability incurred in the execution of the terms of provisions hereof except for such willful acts or omissions.

8. A. No person dealing with any person who appears of record in the Middlesex South District Registry of Deeds as a Trustee hereof shall be bound to inquire further as to the person who is then a Trustee hereunder. The receipt by the Trustees for moneys or other items paid or delivered to them shall be conclusive evidence to the persons paying or delivering the same of the payment or delivery of such moneys or other items to the Trust, and no purchaser, lender or other persons from whom the Trustees shall receive any money, property or credit shall be under any liability or responsibility to see to the proper application thereof or to see that the terms and conditions of this Trust have been complied with. No license of court shall be required to authorize or validate any transaction entered into by the Trustees, and the Trustees shall have full power and authority to execute and deliver all deeds and other instruments necessary or property to effectuate such transactions.

B. Every agreement, mortgage, pledge, note, assignment, transfer, check, extension, release, discharge and other writing or document executed by the persons appearing from the records in the Middlesex South District Registry of Deeds, to be the Trustees hereunder, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of the execution and delivery thereof this Trust was in full force and effect, and that the Trustees executing and delivering

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such instrument were specifically and duly authorized, empowered and directed in writing by the Beneficiaries in conformity with Paragraph 4.B to execute and deliver the same, and that such instrument is valid, binding, effective and legally enforceable.

9. A. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded at the Middlesex South District Registry of Deeds.

B. One or more additional Trustees and successor Trustees may be appointed by the Trustee or Trustees then holding such office.

C. One or more additional Trustees and successor Trustees may also be appointed, and any Trustee may be removed, by an instrument or instruments in writing signed by all of the Beneficiaries and acknowledged by one or more of them.

D. In the case of any and all appointments or removals, such instrument of appointment or removal, or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees so appointed, shall be so recorded. Upon the appointment of any succeeding Trustee or additional Trustee or Trustees, the title to the Trust Premises shall thereupon and without the necessity of any conveyance be vested in said succeeding or additional Trustee or Trustees jointly with the remaining Trustee or Trustees, if any. Any succeeding Trustee shall have all the rights, powers, authority, and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond.

E. Any change of Trustees hereunder shall not affect any person not having actual notice thereof until a certificate signed and acknowledged as herein provided is recorded in the Middlesex South District Registry of Deeds and such certificate shall be conclusive evidence to all persons of any fact therein recited. The Schedule of Beneficiaries signed by the Trustee when recorded shall be conclusive evidence as to the facts set forth therein. However, such recording shall not be required to validate or effectuate any act done pursuant to the terms of this instrument nor to establish the rights of the Beneficiaries listed therein.

F. Upon the resignation, death or incapacity of any Trustee, the remaining or surviving Trustee shall become the sole Trustee of this Trust subject to the provisions of Paragraph 9.B. hereinabove.

10. Nothing herein, and no act of any Trustee, and no instrument executed by any Trustee shall create or impose on the Trustee any personal liability. In every contract and instrument made or executed by the Trustees, reference shall be made to this instrument; and a provision included that the same is executed by

the Trustees with the express understanding and agreement that nothing therein contained shall be construed as creating any personal liability or obligation on the part of the Trustees or the Beneficiaries and that every person now or hereafter claiming any right or security under any such instrument shall look solely to the Trust property for the payment thereof and the enforcement of any lien thereby created or the enforcement of any covenant, condition, obligation or agreement contained therein.

The terms "Trustee" or "Trustees" when used in this instrument shall each include both singular and plural where the context so requires or permits. In the event there shall be more than two Trustees any single Trustee, acting alone, may exercise all of the rights, duties and powers of the Trustee hereunder.

IN WITNESS WHEREOF, the said Peter J. Bruckner and Stephen E. Zecher have signed these presents in token of their acceptance of this Trust, intending these presents to take effect as an instrument under seal on the day and year first above written.

Peter J. Bruckner
Peter J. Bruckner
Stephen E. Zecher
Stephen E. Zecher

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

July 21, 1982

Then personally appeared the above-named Peter J. Bruckner and Stephen E. Zecher, known to me, and acknowledged their execution of the foregoing Declaration of Trust to be their free acts and deeds, before me

Richard S. Glenn
Notary Public Richard S. Glenn
My Commission Expires: 08/25/1985
