

DECLARATION OF TRUST ESTABLISHING  
BRIAR HILL ESTATES TRUST

I, Peter A. Bailey of Boston, Suffolk County, Massachusetts, hereby declare that I and my successors in trust hereunder, will hold any and all property and interests in property that may be acquired by me or by them as Trustee or Trustees hereunder, upon the terms herein set forth. The term "Trustee" wherever used herein shall include such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee may be exercised by such person or persons.

1. The Trust hereby established may be referred to as THE BRIAR HILL ESTATES TRUST. The beneficiary or beneficiaries of this Trust are the persons listed as beneficiaries in the Schedule of Beneficiaries on file with the Trustee, and their interests are as herein stated. No assignment or transfer of any beneficial interest may be made without the written consent of all the beneficiaries hereunder. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has in fact been made, nor shall the Trustee be required to recognize any equity to which any beneficial interest may be subject.

2. Except as hereinafter provided in case of the termination of this Trust, the Trustee shall have no power to deal in or with the trust estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall in accordance with such directions, have full power and authority to purchase, to acquire and to sell real and personal property; convert to a Condominium, assign, mortgage or otherwise dispose of all or any part of the trust property and as lessor or as lessee to execute and deliver leases and subleases for any periods, including periods extending beyond the date of any possible termination of the Trust, and to borrow money and execute and deliver notes or other evidence of such borrowing, and to grant or acquire rights or

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easements and enter into agreements or arrangements with respect to the trust property, and to authorize the Trustee, or any agent designated by him, to execute, seal, acknowledge and deliver such written instruments or documents, provided that no Trustee shall be required to take any action so directed which will in the opinion of such Trustee involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 5 hereof.

3. The Trust may be terminated at any time by any beneficiary hereunder; and the Trust shall terminate in any event twenty years from the death of Peter A. Bailey of Boston, Massachusetts. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the trust estate, subject to any leases, mortgages, contracts or other encumbrances on the trust estate to the beneficiaries as tenants in common in proportion to their respective interest.

4. Any Trustee hereunder may appoint additional Trustees. Any Trustee hereunder may resign by written instrument, signed and acknowledged by such Trustee and filed and registered with the Land Registration Office of the South Registry District of Middlesex County. Succeeding or additional Trustees may be appointed, or any Trustee removed by an instrument or instruments in writing signed by the then current Trustee of record or by all of the beneficiaries, provided in each case that such instrument or instruments, or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with said Land Registration Office. Upon the appointment of any succeeding Trustee, the title to the trust estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing, signed by the then

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Trustees hereunder and by all of the beneficiaries and acknowledged by any Trustee or beneficiary provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded with said Land Registration Office.

5. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willfull breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser or lender shall be under any liability to see to the application of the purchase money or of the money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, sublease, deed, mortgage, note or other instrument executed by any person appearing from the records of said Land Registration Office to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof this Trust was in full force and effect and that the execution and delivery thereof was duly directed by the beneficiaries. Any person dealing with the trust property or any Trustee may always rely without further inquiry on a certificate signed by any person appearing from the records of said Land Registration Office to be a Trustee hereunder as to who are the Trustees or the beneficiaries hereunder or as to the authority of any Trustee to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by any Trustee or which are in any other manner germane to the affairs of the Trust.

6. No Trustee and no beneficiary of this Trust shall ever be personally or individually liable for any of the debts, contracts, warranties or other obligations of any Trustee, but each person who deals with a Trustee shall look solely to the Trust estate for satisfaction of any claim which such person may have against the Trust.

WITNESS the execution hereof under seal this twenty-seventh (27th) day of February, 1985.

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*Peter A. Bailey*

PETER A. BAILLY, Trustee of  
Briar Hill Estates Trust

COMMONWEALTH OF MASSACHUSETTS

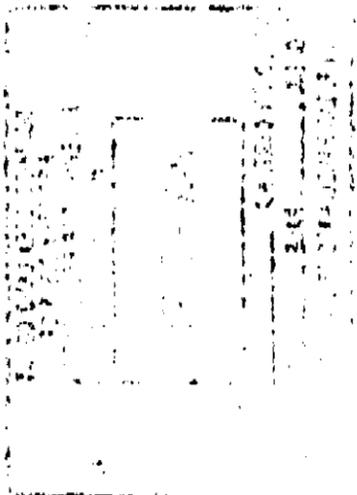
February 27, 1985

SUFFOLK, ss

Then personally appeared the above named PETER A. BAILLY, Trustee and  
acknowledged the foregoing instrument to be his free act and deed, as Trustee,  
before me.

*Paul D. Nachtwey*

NOTARY PUBLIC: Paul D. Nachtwey  
My Commission Expires: 03-07-86



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S. MIDDLESEX LAND COURT	
REGISTRY DISTRICT	
EXEMPTED FOR REGISTRATION	
AT	M
MAR - 5 1985	
NOTED OVER BY NO. 193013	
REG. CL. 1985 PAGE 63 CLERK	
JOHN F. ZAMPARELLI ASSISTANT RECORDER	

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Return to:

Northway + Tawney  
210 Union Wharf East  
Boston 02109