

(3) *AS*

DECLARATION OF TRUST  
OF THE  
**376-390 MOODY STREET REALTY TRUST**

DATED: June 27, 2000

PLACE OF RECORDING: Middlesex Registry of Deeds, Cambridge,  
Massachusetts

1. The undersigned, Alex M. Steinbergh, of Cambridge, Massachusetts hereby declares that the undersigned (hereinafter referred to as "Trustee"), as Trustee, will hold any and all property that may be transferred to the Trustee hereunder for the sole benefit of the persons hereinafter collectively called the "beneficiary", who are set forth in the SCHEDULE OF BENEFICIAL INTERESTS signed by the trustee and the beneficiaries, in the proportions therein set forth.

2. The name of the trust shall be:

**376-390 MOODY STREET REALTY TRUST**

3. The Trustee shall hold the principal of this trust and receive the income therefrom for the benefit of the beneficiary, and shall pay over the principal and income pursuant to the directions of the beneficiary, and without such direction shall pay the income to the beneficiary in the proportion to the beneficiary's respective interest at least yearly. Except as hereinafter provided in the case of termination of this trust, the Trustee shall have no power to deal in or with the trust estate except as directed by the beneficiary. The Trustee, however, shall have full power and authority to borrow money and to sell, exchange, or otherwise dispose of all or any part of the trust property and to mortgage or lease all or any part thereof by one or more mortgages or leases for a term or terms which may extend beyond the date of any possible termination of the trust; to execute and deliver discharges, partial releases, assignments, and subordinations of mortgages and make other agreements or arrangements concerning rights or easements and enter into agreements or arrangements with respect to the trust property; and to acquire property and leasehold interests in the property; all as may be directed by the beneficiary, provided that the Trustee shall not be required to take any action so directed which in the opinion of the Trustee will involve them in any personal liability unless first indemnified to the satisfaction of the Trustee.

4. The Trustee shall keep accurate financial and accounting records of the trust property, and such records shall be made available for the inspection of the beneficiary during regular business hours and upon forty-eight hours notice to the Trustee.

5. The trust may be terminated at any time by the unanimous consent of the beneficiaries, by notice in writing to the Trustee, or by the Trustee by notice in writing to the beneficiary; the trust shall terminate in any event twenty (20) years after the death of the Trustee herein below named. In case of any such termination, the Trustee shall transfer and convey the entire trust estate, subject to any leases, mortgages, contracts, or other encumbrances on the trust estate, to the beneficiary according to the nature and extent of their respective interests.

6. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and registered or recorded in said place of recording. Succeeding or additional Trustees may be appointed, or any Trustee removed, by an instrument or instruments in writing signed by all the beneficiaries and acknowledged by the instruments 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 appointed, shall be so registered or recorded. 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, if any. Any succeeding Trustee shall have all the rights, powers, authority, and privileges as if named as an original Trustee hereunder.

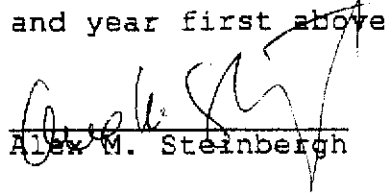
7. No Trustee shall be required to furnish bond.

8. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the Trustee hereunder and by all of the beneficiaries, and acknowledged by one or more of them, provided that in each case the instrument of amendment or certificate by any Trustee setting forth the terms of such amendment shall be so recorded or registered.

9. Any one (1) Trustee may exercise the powers of all Trustees hereunder, if there be more than one Trustee. The Trustee for the time being hereunder shall not be liable for any error of judgment nor for any loss arising out of any act or omission in the execution of the Trust so long as he acts in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee, and the Trustee shall have full power and authority to execute all deeds and other instruments necessary or proper to carry such transactions into effect. No purchaser or lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to the Trustee or to see that the terms and conditions of this trust have been complied with. Every instrument executed by any one (1) person who according to the records in said place of recording appears to be a Trustee

hereunder shall be conclusive evidence in favor of delivery thereof this trust was in full force and effect and that the Trustee is duly directed by the beneficiaries to execute and deliver the same. Any person dealing with the trust property of the Trustee may always rely on a certificate signed by any one (1) person appearing from the aforesaid records in said place of recording to be a Trustee hereunder, or as to the existence or nonexistence of any facts hereunder, or as to the existence or nonexistence or any facts which constitute conditions precedent to acts by the Trustee or are in any other manner germane to the affairs of the trust.

EXECUTED by the Trustee on the day and year first above written.

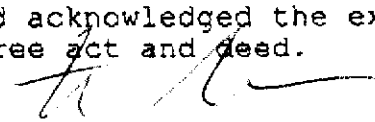
  
Alex M. Steinbergh

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 29, 2000

Then personally appeared before me the above-named Alex M. Steinbergh, Trustee as aforesaid, and acknowledged the execution of the foregoing instrument as his free act and deed.

  
Notary Public: STEPHEN J. CURRAN  
My Commission Expires: 6/30/01