

DECLARATION OF TRUST

MAIN STREET PROFESSIONAL CONDOMINIUM TRUST

(hereinafter called the "Trust") made this *23rd* day of November, 1981 by R.K. AHERN CO., INC., of Tewksbury, Middlesex County, Massachusetts (hereinafter called the "Trustee"), which term shall include its successors and assigns as Trustees hereunder and any Trustee or Trustees for the time being hereunder howsoever appointed.

ARTICLE INAME OF TRUST, RECORDING

It is hereby agreed and declared that all real and personal property of every kind and character, together with any income or proceeds therefrom (hereinafter collectively called the "Property"), which the Trustee has heretofore acquired or may at any time hereafter acquire as Trustee hereunder, shall be held by it in trust for the benefit of the owners (hereinafter called "Unit Owners") of the units of Main Street Professional Condominium (hereinafter called "Units") as described in the Master Deed creating Main Street Professional Condominium (hereinafter sometimes called the "Condominium") to be recorded in Middlesex North District Registry of Deeds herewith.

ARTICLE IITRUST IS ORGANIZED OF UNIT OWNERS

This Trust is created as the organization of Unit Owners owning Units in Main Street Professional Condominium, and the owner of each Unit shall, immediately upon his acquisition of such Unit, thereby become a beneficiary hereof. Immediately upon the conveyance of a Unit (other than by mortgage, but including transfer upon foreclosure of any such mortgage or sale thereunder), the transferor shall cease to be such beneficiary and the beneficial

interest of the transferor hereunder shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in any instrument of conveyance or encumbrance.

ARTICLE III

PURPOSES OF TRUST

This Trust is organized for the purposes of maintaining, managing, regulating and preserving Main Street Professional Condominium established pursuant to Chapter 183A of Massachusetts General Laws by Master Deed of even date herewith, recorded immediately prior hereto with Middlesex North District Registry of Deeds. The Trustee represents the "organization of Unit Owners" of the Condominium as defined in Chapter 183A of the General Laws and shall at all times act in the service of the Condominium in such manner as shall best promote and preserve the purposes for which the Condominium is formed, namely, to provide business and professional offices and common areas, limited common areas and facilities for the use of the Unit Owners. To this end the Trustee shall perform all services, duties, responsibilities and functions required by Chapter 183A of the General Laws and such further services, duties, responsibilities and functions as are permitted by said Chapter and are set forth herein and in the By-Laws enacted hereunder. All acts of the Trustee hereunder may be done in the name of Main Street Professional Condominium Trust.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. Number and Term. The number of Trustees which shall constitute the whole Board shall be not less than two (2) nor more than five (5). Until succeeded by the Trustees elected by the Unit Owners, Trustees need not be Unit Owners. So long as the grantors of the Master Deed (the "Grantor") own three (3) or more Units as shall have been committed to condominium use, the Grantor shall be entitled to elect at least one (1) member of the Board of Trustees, who need not be a Unit Owner. At such time as the Grantor is no longer entitled to elect one (1) member of the Board of Trustees, all Trustees thereafter elected shall be Unit Owners. Except as provided in Section 4 of this Article with respect to the first Board of Trustees, Trustees shall be elected for three (3) year terms on a staggered basis. In any event, however, each Trustee shall hold office until such time as his successor has been elected.

Section 2. Powers and Duties. The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

(a) Providing for the operation, care, upkeep and maintenance of the Common Elements and Limited Common Elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VIII, Section 14).

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities (the "Common Elements").

(h) Owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.

(i) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article VIII, Section 7, hereof.

(j) Making of 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 these By-Laws.

(k) Enforcement of obligations of the Unit Owners.

Section 3. Manager. The Board of Trustees may employ for the Condominium a manager, a management company or superintendent at a compensation established by the Board of Trustees, to perform such duties and services as the Board of Trustees shall authorize.

Section 4. First Board of Trustees. The first Board of Trustees shall be designated by the Grantor and shall consist of two (2) Members,

one (1) of whom shall serve for a term of two (2) years, and one (1) of whom shall serve for a term of three (3) years.

Section 5. Removal. Members may be removed for cause, and his or her successor elected, by an affirmative vote of seventy-five percent (75%) of the Unit Owners.

Section 6. Vacancies. Vacancies in the Board of Trustees caused by any reason other than the removal of a Member thereof by vote of the Unit Owners shall be filled by vote of a majority of the remaining Members at a special meeting of the Board of Trustees held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a temporary member and shall serve until the next Annual Meeting, at which a permanent member shall be elected to serve out the term of the Member he is replacing. Except for the Members of the first Board of Trustees, no Member shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

Section 7. Organization Meeting. The first meeting of the Members of the Board of Trustees following the first Annual Meeting of the Unit Owners shall be held within thirty (30) days thereafter, at such time and place as shall be designated at the meeting at which such Board of Trustees shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Trustees in order legally to constitute such meeting, providing a majority of the whole Board of Trustees shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Trustees will be held at least quarterly on such date at such time and at such place as shall be determined by resolution of the Board of Trustees. Notice of regular meetings of the Board of Trustees shall be given to each Member, at least three (3) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special Meetings of the Board of Trustees may be called by the President on three (3) business days' notice to each of the Members, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Clerk in like manner and on like notice on written request of at least two (2) Members.

Section 10. Waiver of Notice. Any Member may at any time waive notice of any meeting of the Board of Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 11. Quorum of Board of Trustees. At all meetings of the Board of Trustees, a majority of the Members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Members present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 12. Fidelity Bonds. If required by vote of the Unit Owners, the Board of Trustees shall attempt to obtain adequate fidelity bonds for all officers and employees of the Condominium.

Section 13. Compensation. No Member shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of Board of Trustees. The Members 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. The Unit Owners shall indemnify and hold harmless each of the Members against all contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. It is intended that the Members shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Board of Trustees, who are members or employed by the Grantor, to contract with the Grantor and its affiliates. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the Members of the Board of Trustees shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements. Every agreement made by the Board of Trustees on behalf of the Condominium shall provide that the Members are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 15. Action of Board without a Meeting. Any action of the Board of Trustees may be taken without a meeting if written consent thereto is signed by all the Trustees and filed with the records of the meetings of the Board of Trustees. Such consent shall be treated as a vote of the Board of Trustees.

ARTICLE V

UNIT OWNERS

Section 1. Annual Meeting. On the second Wednesday of April, 1983, the Grantor shall call the First Annual Unit Owner's Meeting. Thereafter annual meetings shall be held on the second Wednesday of April in each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Trustees in accordance with the requirements of Article IV of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 2. Place of Meetings. Meetings of the Unit Owners shall held held at the principal office of the Condominium, or at such other suitable

place convenient to the Unit Owners as may be designated by the Board of Trustees.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Trustees or upon a petition signed by at least one-half (1/2) in number of the Unit Owners having been presented to the Clerk.

Section 4. Notice of Meetings. It shall be the duty of the Clerk to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five (5) but not more than thirty (30) days prior to such meeting. The mailing or delivery of a notice in the manner provided in these By-Laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed before or after the meeting by such Unit Owner or his duly authorized attorney is filed with the records of the meeting.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was held.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Trustees.
- (f) Reports of committees.
- (g) Appointment of inspectors of elections (when so required).
- (h) Election of members of the Board of Trustees (when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Voting. The record Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk and shall be revocable at any time by written notice to the Clerk by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Unit Owners and (those constituting a group acting unanimately) may vote or take any action as a Unit either in person or by proxy. Each Unit Owner (including the Grantor, if the Grantor shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners, which such vote shall be weighted in the same proportion as the respective interest in the

Common Elements of such Unit Owner as set forth in the Master Deed. The vote attributable to each Unit must be voted as an entirety. Any Unit or Units owned by the Board of Trustees or its designee shall not be entitled to vote and shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes.

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "Majority of Unit Owners" shall mean those Unit Owners having seventy-five percent (75%) or more of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article V. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these By-Laws, or by law, a higher percentage vote is required.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 10. Title to Units. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons as tenants in common, as joint tenants, or as tenants by the entirety, or in the name of a corporation, partnership, or in the name of a fiduciary.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, Vice-President, the Clerk, and the Treasurer. The President and Vice-President shall be elected by and from the Board of Trustees; the other officers shall be elected by but need not be Members of the Board of Trustees. The Board of Trustees may appoint an assistant treasurer, an assistant clerk, and such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Trustees at the organization meeting of each new Board of Trustees and shall hold office at the pleasure of the Board of Trustees and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Members of the Board of Trustees, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Trustees or at any special meeting of the Board of Trustees called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Trustees. He shall have all of the general powers and duties which

are incident to the office of president of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other member of the Board of Trustees to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Trustees or by the President.

Section 6. Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Trustees, shall have charge of such books and papers as the Board of Trustees may direct, and shall, in general, perform all the duties incident to the office of clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Trustees in such depositories as may from time to time be designated by the Board of Trustees, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer, provided, however, the Treasurer, with the approval of the Board of Trustees, may delegate the authority to the Manager or other agent to approve and pay vouchers for routine and ordinary expenses of the Trust.

Section 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Trustees.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE VII

NOTICES

Section 1. Definition. Whenever under the provisions of the Master Deed or these By-Laws notice is required to be given to the Board of Trustees or any Unit Owner, it shall not be construed to mean a personal notice; but such notice

may be given in writing, by mail, delivery to the door of the Unit Owner or by depositing the same in a post office or letter box, in a (postpaid, if mailed) sealed wrapper addressed to the Board of Trustees or such Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Master Deed, or law, or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIII

OPERATION OF THE PROPERTY

Section 1. Determination of and Fixing of Common Charges. The Board of 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 of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Trustees pursuant to the provisions of Section 7 of this Article VIII. The common expenses may also include such amounts as the Board of Trustees may deem proper for the operation and maintenance of the property, including existing amenities and including, without limitation, an amount for working capital of the Condominium, for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Trustees shall advise all Unit Owners, promptly in writing, of the amount of the common charges payable by each of them, respectively, as determined by the Board of Trustees, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners. The Grantor will be required to pay common charges in full on any Unit owned by it.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Board of Trustees pursuant to the provisions of Section 1 of this Article VIII monthly in advance or at such other time or times as the Board of 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 a sale, transfer or other conveyance by him (made in accordance with the provisions of Article X of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in

Section 1 of Article X hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit, together with the Appurtenant Interests, to the Board of Trustees, and in such event be exempt from common charges thereafter assessed. Subject to the provisions of Section 6 of this Article VIII, a purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 3. Collection of Assessments. The Board of 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 charges due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof.

Section 4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Board of Trustees the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay interest at the rate of one and one-half percent (1 1/2%) per month on such common charges from the due date thereof, together with all expenses including attorney's fees, incurred by the Board of Trustees in any proceeding brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

Section 5. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Trustees to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental 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 Board of Trustees, acting on behalf of all Unit Owners shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Statement of Common Charges. The Board of Trustees shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid common charges due from such Unit Owner in form suitable for recording and the same when recorded in the Middlesex North District Registry of Deed shall operate to discharge the Unit from any lien or any other sums then unpaid.

Section 7. Insurance.

(A) The Board of Trustees shall obtain and maintain, to the extent

available, a master policy or policies of casualty and physical damage insurance for the benefit and protection of the Board of Trustees and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to the Board of Trustees hereunder as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, such insurance to cover the real estate constituting both the Common Elements and the Units and such other portions and elements of the Units and the Common Elements as are for insurance purposes normally deemed to constitute part of a building and customarily covered by such insurance; but not including furniture, fixtures, furnishings, cabinets, appliances, wall coverings, floor coverings or other personal property of the Unit Owners, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall insofar as practicable be maintained in an amount equal to but not less than the full replacement value of the insured property as determined by the Board of Trustees annually with representatives of the insurance carriers of the property, and shall insure against (a) loss of damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks as the Board of Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage.

(B) All policies of casualty or physical damage insurance shall insofar as practicable provide (a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days' written notice to the insureds, (b) 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 exercisable without the approval of the Board of Trustees and may not be exercisable if in conflict with the terms of the Master Deed or these By-Laws, (c) for waiver of subrogation as to any claims against the Trust, the Board of Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and business invitees, (d) for waivers of any defense based upon the conduct of any insured, and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners.

(C) The Board of Trustees hereunder designated as Insurance Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 8 of this Article VIII. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Board of Trustees in a fair and equitable manner.

(D) The Board of Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit and protection of the Board of Trustees and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager, and (c) such other risks as the Board of Trustees shall in their discretion deem appropriate. All such insurance shall be in such

amounts and forms as the Board of Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

(E) The cost of all such insurance obtained and maintained by the Board of Trustees pursuant to provisions of this Section 7 shall be a Common Expense.

Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit Owners should carry insurance for their own benefit insuring their furniture, equipment, furnishings and other personal property, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 8. Repair or Reconstruction after Fire or Other Casualty.
In the event of damage to or destruction of the Building or Buildings containing the Units as a result of fire or other casualty, the Board of Trustees shall arrange for the prompt repair and restoration of the Buildings containing the Units (including any damaged units, but not including furniture, equipment, furnishings or other personal property supplied to or installed by Unit Owners), and the Board of Trustees shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Trustees may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 8, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Trustees, divided among all the Unit Owners in proportion to their respective common interests after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Units in order of priority of such liens.

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

(1) if seventy-five percent (75%) of the Unit Owners 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 undivided ownership in the Common Elements. Upon such sale the Condominium shall be deemed removed from the provisions of said Chapter 183A.

(2) if seventy-five percent (75%) of the Unit Owners 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 casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 9. Maintenance and Repairs.

(A) All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary (other than to the Common Elements contained therein), and to doors and windows, electrical, plumbing and heating fixtures within the Unit or belonging to the Unit Owners shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein, provided that all repair, painting or decoration of the exterior of any Unit, including but not limited to doors, windows, trim and brickwork, shall be done by the Board of Trustees and charged to the Unit Owners concerned.

(B) All maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, and the painting and decorating of the exterior trim, shall be made by the Board of Trustees and shall be charged to all the Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

Section 10. Restriction on Use of Units. The use of the Property shall be restricted to business and professional office purposes only.

(A) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with their peaceful possession of the Property.

(B) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning by-laws and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(C) No Unit shall be used other than for business and professional office purposes.

(D) No animals of any kind shall be permitted inside or kept in any Unit or in the Common Elements.

Section 11. Improvements.

(A) If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

(B) Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereto to all Unit Owners as a common expense, but 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 of Middlesex County, on such notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 12. Additions, Alterations or Improvements by Unit Owners.

In addition to the restrictions contained in the Master Deed relating to architectural and structural integrity, no Unit Owner shall make any addition, alteration or improvements in or to his Unit which may materially affect the value thereof, without the prior written notice to the Board of Trustees, provided that this restriction shall not apply to the Grantor as to any units owned by it prior to the first sale thereof. To the extent that any addition, alteration or improvement of a Unit shall affect the value thereof, the share of said Unit Owner in the cost of insurance premiums shall be adjusted. Any application to any department of the Town of Tewksbury, or to any other government authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Trustees only without, however, incurring any liability on the part of the Board of Trustees or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of the Section 12 shall not apply to Units owned by the Grantor prior to the initial sale thereof.

Section 13. Right of Access. A Unit Owner shall grant a right of access to his Unit to the Condominium managers or any other person authorized by the Board of Trustees for the purpose of making inspections or 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 or repairs or the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right to entry shall be immediate, whether Unit Owner is present or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 9 of the Article.

Section 14. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Trustees. A seventy-five percent (75%) vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Trustees to each Unit Owner prior to the time when same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Trustees, are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges. Water, including hot water, shall be supplied to all of the Units and the Common Elements, and the Board of Trustees shall pay, as a common expense, all charges for hot and cold water consumed on the Property, promptly after the bills for the same shall have been rendered unless a Unit is separately metered for said water, in which event each Unit Owner shall be required to pay for said hot and cold water consumed or used in his Unit.

Section 16. Electricity. Electricity shall be supplied to all of the Units and the Common Elements, and the Board of Trustees shall pay, as a common expense, all charges for electricity consumed on the Property unless a Unit is separately metered for said electricity, in which event each Unit Owner shall be required to pay for said electricity consumed or used in his Unit.

Section 17. Assessment for Trust Legal Expense.

(A) Any Unit Owner who shall have been found by a court of competent jurisdiction to have violated a provision of these By-Laws or of the Rules and Regulations, as either shall be amended from time to time, or any Unit Owner who through a Petition for Declaratory Judgment or otherwise shall have sought a determination of the validity or binding effect of any of said By-Laws or Rules and Regulations, in which proceeding said By-Laws or Rules and Regulations shall have been found valid and enforceable, or any Unit Owner against whom a proceeding shall have been brought by the Trust to enforce any By-Laws or Rules and Regulations in which proceeding the court has finally adjudged that the Trust be entitled to have said By-Laws or Rules and Regulations enforced against said Unit Owner, shall reimburse the Trust for its legal costs and reasonable attorney's fees incurred in such court proceeding.

(B) In the event the Board of Trustees shall institute suit to collect delinquent common charges pursuant to Article VIII, Section 3, any Unit Owner who shall be found by a court of competent jurisdiction to be indebted to the Trust for unpaid Common Charges shall reimburse the Trust for its legal costs and reasonable attorney's fees incurred in the collection of said Common Charges.

ARTICLE IX

MORTGAGES

Section 1. Notice to the Board of Trustees. A Unit Owner who mortgages his Unit shall notify the Board of Trustees of the name and address of this mortgagee. The Board of Trustees shall maintain such information in a book entitled

"Mortgages of Units."

Section 2. Listed Mortgagees. As used in these By-Laws, "Listed Mortgagee" shall mean an institutional lender holding a first mortgage of record on a Unit of which the Unit Owner affected has given the notice required in Section 1. Such a mortgagee shall remain a Listed Mortgagee until the Board of Trustees receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged of record.

Section 3. Notice of Unpaid Common Charges. The Board of Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Section 4. Notice of Default. The Board of 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 holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Trustees.

Section 5. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE XSALES, LEASES AND MORTGAGES OF UNITS

Section 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 appurtenant thereto, (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Trustees, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of the Unit from the Appurtenant Interests. Any deed, mortgage or other instrument purporting to affect a Unit shall be deemed and taken to include the Appurtenant Interests whether or not such interests are specifically included herein. Except as specifically provided in Paragraph 13 of the Master Deed, 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 2. Purchase of Unit by Board of Trustees. The Trust, or its nominee, may purchase by and through the Board of Trustees any Unit directly from the Unit Owner or at a foreclosure sale; provided, however, that any

such purchase by the Trust shall have prior approval of seventy-five percent (75%) of the Unit Owners.

Section 3. Financing of Purchase of Units by Board of Trustees.
 Acquisition of Units by the Board of Trustees may be made from the working capital and common charges in the hands of the Board of Trustees, or, if such funds are insufficient, the Board of Trustees may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 5 of Article VIII; and the Board of Trustees, in its discretion, may borrow money to finance in part or in whole the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Trustees.

Section 4. Waiver of Right of Partition with Respect to such Units as Are Acquired by the Board of Trustees. In the event that a Unit shall be acquired by the Board of Trustees, or its nominee, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE XI

CONDEMNATION

Section 1. Condemnation. If more than ten percent (10%) 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 of Massachusetts General Laws shall apply. Where 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 Section 17 of said Chapter 183A, the Board of Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Trustees as the Court shall direct for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such 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 case of total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Trustees to be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

ARTICLE XIIRECORDS

Section 1. Records and Audits. The Board of Trustees shall keep detailed records of the actions of the Board of Trustees, minutes of the meetings of the Board of Trustees, minutes of the meetings of the Unit Owners and financial records and books of account of the Trust. Such records and minutes shall be available for inspection by Unit Owners and their authorized agents at the office of the Trust during reasonable business hours. Unless waived by vote of the Unit Owners, an annual report of the receipts and expenditures of the Trust prepared by an independent public accountant shall be rendered by the Board of Trustees to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Trust and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XIIIMISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. Captions. 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 these By-Laws or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Signs. No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element by a Unit Owner unless written permission therefor has been granted by the Board of Trustees.

ARTICLE XIVFISCAL YEAR

The fiscal year of the Trust shall be the calendar year.

ARTICLE XV

AMENDMENTS TO BY-LAWS

These By-Laws may be modified or amended by the vote of seventy-five percent (75%) (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in number and in common interest of all Unit Owners present at a meeting of Unit Owners duly held for such purpose.

ARTICLE XVI

CONFLICTS

These By-Laws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In case any of these By-Laws conflict with the provisions of said statute or Master Deed, the provisions of said statute or the Master Deed, as the case may be, shall control.

ARTICLE XVII

TERMINATION OF TRUST

The trust hereby created shall terminate upon the removal of Main Street Professional Condominium from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

ARTICLE XVIII

LIQUIDATION AND WINDUP OF TRUST UPON TERMINATION

Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against other obligations and liabilities, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners or their mortgagees, as their interests may appear according to their respective percentages of beneficial interest hereunder. And in making any sale under this provision the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by

their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE XIX

CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the singular and plural, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein. Wherever it is provided herein that the permission, approval or consent of any part is required, such permission, approval or consent shall not be unreasonably withheld. If any provision of this Trust shall be invalid or shall conflict with said Chapter 183A, then (a) such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Trust; and (b) such conflict shall be controlled by the provisions of said Chapter 183A applicable thereto.

WITNESS the execution hereof under seal this 23rd day of November, 1981.

MAIN STREET PROFESSIONAL CONDOMINIUM TRUST
By R.K. Ahern Co., Inc., Trustee

Robert K. Ahern
Robert K. Ahern, President

Roland A. Couillard, Jr.
Roland A. Couillard, Jr., Treasurer

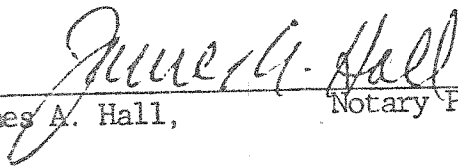
Middlesex, ss.

COMMONWEALTH OF MASSACHUSETTS

Nov 23, 1981

Then personally appeared Robert K. Ahern and Roland A. Couillard, Jr.,

President and Treasurer of R.K. Ahern Co., Inc., Trustee of Main Street Professional Condominium Trust, and acknowledged the foregoing instrument to be the free act and deed of R.K. Ahern Co., Inc., before me,



James A. Hall, Notary Public

My commission expires: 11/22/85

Rec Nov 24 1981 12:17PM #20864

COMMON AREAS:
PHASE: V, VI, VII, and VIII:

For designation of Common Areas for Units 26 - 55, such common areas shall be: front halls, foyers, adjacent land, driveways and parking areas, except any of such areas that may be designated as "limited common area" (if any), shown on the master site and floor plans recorded herewith, which areas shall mean and intend to be limited for the exclusive right and easement to use for the Unit so designated.

For the layout and dimensions of each of the Units of Phase V, VI, VII, and VIII, see plans entitled, "Main Street Professional Condominiums, 1501 Main St., Tewksbury, Ma., prepared for: R. K. Ahern Co., Inc.; prepared by: Paul L. Davies & Assoc., Inc., Measured 9-28-87," which plans are recorded herewith.

CONDOMINIUM PHASING LEASE

THIS LEASE executed this 23rd day of November, 1981, by and between R.K. AHERN CO., INC., having its principal place of business at 1310 Main Street, Tewksbury, Middlesex County, Massachusetts, hereinafter referred to as "LESSOR", and ROBERT K. AHERN, of 1 Apache Avenue, Andover, Essex County, Massachusetts, and ROLAND A. COUILLARD, JR., of 14 Wabanaki Way, Andover, Essex County, Massachusetts, hereinafter referred to as "LESSEE",

WITNESSETH:

That, in consideration of the rents herein reserved and the covenants and agreements contained, Lessor hereby rents and demises to Lessee, and Lessee hereby rents from Lessor, that certain parcel of land more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements from time to time erected and situated on said land and all appurtenances and easements thereto belonging or appertaining, situated in Tewksbury, Middlesex County, Massachusetts, and hereinafter referred to as the "Leased Premises",

TO HAVE AND TO HOLD the Leased Premises for the term and upon the conditions hereinafter set forth:

ARTICLE I

Term: The term of the lease shall be for a period of ninety-nine (99) years commencing November 23, 1981, subject to the provisions of Article IX hereof.

ARTICLE II

Rent: Lessee covenants and agrees to pay to Lessor a net rental ("net rental") of Ten Dollars (\$10.00) per year for each year of the term of this lease, payable annually.

ARTICLE III

Taxes: Lessor covenants and agrees to pay all taxes and assessments, both real and personal, of every nature and description which are levied against the Leased Premises, if any, during or applicable to said lease term and all other expenses incident to the ownership of the land and the buildings and improvements thereon.

ARTICLE IV

Condominium:

A. Lessee and Lessor acknowledge and agree that Lessor intends to

See P.C.B.B. 135-81

create and establish a condominium, pursuant to provisions of Massachusetts General Laws, Chapter 183A, of all of the premises shown on the plan referred to in Exhibit A hereto annexed, including Lot Phase 1 thereof and the Leased Premises comprising Lots Phase 2, 3, 4, 5, 6, 7, and 8 thereof, and Lessor intends to establish said condominium upon the completion of construction of buildings containing condominium units on said Lot Phase 1 and to provide in the Master Deed of said condominium for the subsequent including therein by suitable amendments of the Master Deed, of additional condominium units as and when the construction thereof is completed on said Lots Phase 2 - 8 with which the land and other suitable elements of and on said Lots Phase 2, 3, 4, 5, 6, 7, and 8, as the case may be, will then, by such amendments, be included in the common areas and facilities of said condominium.

B. Lessee hereby consents to the creation and establishment of such condominium and to each of such subsequent amendments, and agrees with Lessor to execute and deliver to Lessor, or to join with Lessor in the execution and delivery of, such instruments as Lessor may at any time and from time to time reasonably request in order to effect or facilitate the creation and establishment of said condominium and the subsequent inclusion therein of such additional units and common areas and facilities on said Lots Phase 2, 3, 4, 5, 6, 7, and 8, as the case may be.

C. Lessor hereby grants to and confers upon Lessee the right and authority to proceed with the construction of such additional units on said Lots Phase 2, 3, 4, 5, 6, 7, and 8 in accordance with applicable provisions, requirements, plans, and specifications of such Master Deed, the architectural plans and specifications thereof, of which copies have been delivered by Lessor to Lessee; provided, however, that Lessee covenants and agrees with Lessor not to exercise the right and authority hereby granted so long as, in the reasonable opinion of Lessee, Lessor is itself proceeding with such construction in accordance with all such provisions, requirements, plans and specifications in a manner and with a rate of progress which, in the reasonable opinion of Lessee as aforesaid, will result in the completion of such construction and inclusion of such additional units and common areas and facilities in said condominium within the time periods allowed therefor in said Master Deed.

ARTICLE V

Use: The Leased Premises may be used for any lawful purpose consistent with the provisions of the foregoing Article IV and said Master Deed.

ARTICLE VI

Indemnification: Lessee agrees to indemnify Lessor from and against any and all claims and demands, except such as result from the negligence of Lessor or its agents, servants and/or employees, for or in connection with any accident, injury or damage whatsoever caused to any person or to any personal property arising directly or indirectly out of the possession or use of the Leased Premises or any part thereof by Lessee.

ARTICLE VII

Defaults: If any default be made in the payment of rent and if Lessee fails to cure such default within thirty (30) days after receipt of written notice to Lessee, or if default be made in the performance of any other condition, covenant or agreement herein, and if Lessee fails to cure such default within thirty (30) days after written notice thereof to Lessee, or commence to cure such default within said thirty (30) day period and thereafter diligently proceed to completion, then Lessor may immediately take legal action on account of such default for such relief at law or in equity as may be appropriate except for termination of this Lease or recovery of possession of the Leased Premises, but Lessor shall not have any right, except as provided in Article IX hereof, to terminate this lease, or to re-enter or take possession, or in any manner interrupt or disturb Lessee's peaceful possession of enjoyment, of the Leased Premises.

ARTICLE VIII

Quiet Enjoyment: Lessor hereby covenants and agrees that Lessee and its successors and assigns, upon paying the rents and performing and fulfilling the conditions and provisions herein upon Lessee's part to be paid or fulfilled, shall and may peaceably and quietly hold, occupy and enjoy the Leased Premises during the term of this lease, subject to provisions of Article IX hereof, free from any hindrance or molestation by Lessor, or any person or persons rightfully claiming through or under Lessor

Lessor hereby warrants that it has good record and title to the Leased Premises in fee simple, and that it has the unrestricted right to enter into this lease upon the terms herein contained.

ARTICLE IX

Partial Termination: With respect to Lots Phase 2, 3, 4, 5, 6, 7, and 8, or any part thereof, separately and severally, comprised in the Leased Premises, the leasehold hereunder shall terminate and this lease shall cease and be void with respect to such completed Lots Phase 2, 3, 4, 5, 6, 7, and 8, as the case may be, and the buildings and improvements thereon upon the recording with Middlesex North Registry of Deeds of an amendment of the Master Deed of condominium referred to in Article IV hereof by which amendment condominium units then constructed on Lots Phase 2, 3, 4, 5, 6, 7, and 8, as the case may be, together with the land in such Lots Phase 2, 3, 4, 5, 6, 7, and 8, as the case may be, and the common facilities thereon, are included in the condominium established by said Master Deed. Any such partial termination shall be affected by the recording of such amendment ipso facto, and Lessee further agrees to execute and deliver to Lessor such instruments as Lessor shall reasonably request in order to confirm and establish each such partial termination. If and when all of said Lots Phase 2, 3, 4, 5, 6, 7, and 8 are so removed from the operation and effect of this lease, then and thereupon this lease shall terminate in its entirety and be

void without recourse to the parties hereto.

ARTICLE X

Encumbrance of Leasehold: Lessee shall have the right and authority to mortgage, pledge, assign or otherwise encumber the leasehold hereunder, and the holder of any such mortgage, pledge, assignment or other encumbrance shall have and may exercise all of the rights and authorities of the Lessee hereunder.

ARTICLE XI

Binding on Successors: This lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease under seal the day and year first above written.

R.K. AHERN CO., INC.

By Robert K. Ahern
Robert K. Ahern, President

By Roland A. Couillard, Jr.
Roland A. Couillard, Jr., Treasurer

LESSOR

Robert K. Ahern
Robert K. Ahern, Individually

Roland A. Couillard, Jr.
Roland A. Couillard, Jr., Individually

LESSEE

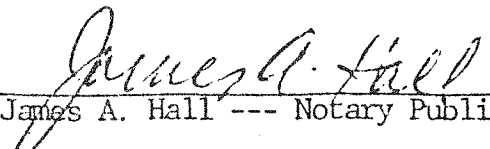
Middlesex, ss.

COMMONWEALTH OF MASSACHUSETTS

November 23, 1981

Then personally appeared the above-named Robert K. Ahern, President, and

Roland A. Couillard, Jr., Treasurer, and acknowledged the foregoing instrument to be the free act and deed of R.K. Ahern Co., Inc., before me,


James A. Hall --- Notary Public

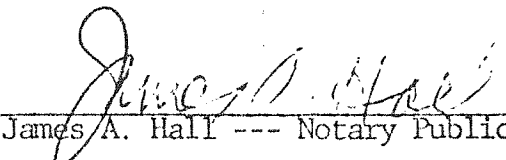
My commission expires: 11/22/85

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

November 23, 1981

Then personally appeared the above-named Robert K. Ahern and Roland A. Couillard, Jr. and acknowledged the foregoing instrument to be their free act and deed, before me,


James A. Hall --- Notary Public

My commission expires: 11/22/85

“Exhibit A”

**MAIN STREET
PROFESSIONAL CONDOMINIUMS
RULES AND REGULATIONS**

The following rules and regulations have been formally adopted by the Board of Trustees in accordance with the purpose, powers, duties and authority granted pursuant to the governing provisions of the operative Declaration of Trust, Article IV, Section 2:

1. PARKING

On-site vehicle parking is allowed only in those areas so marked, designated and within paved areas reserved for the same, as approved by the Trustees.

No vehicles are allowed to be parked upon or in any grassy or non-paved areas; behind any of the buildings, offices or structures; or in any areas outside the marked line spaces.

No vehicles are allowed to be parked upon Main Street Professional Condominiums property if it is deemed to be illegally parked, unregistered, uninsured, abandoned, unauthorized, oversized, designated for heavy commercial and/or industrial use, unsafe, blocking any areas of the property and creating a hazard or compromising the safety of other upon the property in any manner.

No overnight parking shall be allowed for any reason unless expressly approved in writing by the Trustees. Any approved extended overnight parking may be subject to additional parking fees. If, in their discretion, Trustees may approve any request by a unit owner to allow any such request for extended overnight parking and/or vehicle storage, the party seeking the same, and the respective unit owner shall execute a hold harmless and indemnification Agreement protecting the Association, Board of Trustees and other unit owners, from any and all claims relating to any liability for costs, loss, vandalism, theft or other damage resulting from the vehicle being left on the premises and occurring thereon.

Violators are subject to the full range of remedial and enforcement actions available to the Trustees, and also to the removal and/or towing of the offending vehicle from the property.

2. TRASH

All trash shall be placed in the proper trash receptacles as designated by the Trustees.

Trash shall be comprised only from refuse from standard office use.

Any and all paper goods and boxes shall be completely broken down and reduced in size, as applicable.

No dumping of waste other than ordinary office waste is allowed.

Disposal of any type of construction debris, hazard materials and other waste not generated in normal business use is strictly prohibited.

Violators are subject to the full range of remedial and enforcement actions available to the Trustees.

3. UNAUTHORIZED ALTERATIONS

There shall be no alterations of any kind to any common areas, including but not limited to, interior walls, exterior walls, roofing areas, foyers, access areas, ingress areas and egress areas, without the prior approval of the Trustees.

The Trustees may, in their discretion, undertake any restorative or remedial work it deems necessary as a result of any alterations found to be in violation, or they may compel the offending party to perform the same, and any costs associated with said work shall be borne by the responsible party and/or unit owner.

Violators are subject to the full range of remedial and enforcement actions available to the Trustees.

4. EXCESS USAGE/COSTS

If any unit owner, or its occupant, causes, creates or allows the use of a unit resulting in an overage or excess of monetary costs or charges to other unit owners, such as business generating excessive waste or excessive use of water, sewerage or electricity, then the Trustees shall have the discretion and authority to issue a surcharge fee assignable to and against that unit owner.

The surcharge shall be added to the monthly common area fee and, if not paid, shall constitute a lien upon the condominium unit.

In addition to any such surcharge, violators are also subject to the full range of remedial and enforcement actions available to the Trustees.

5. CONSTRUCTION/INDUSTRIAL USE PROHIBITED

No construction or industrial related work is allowed to be performed anywhere upon the premises of Main Street Professional Condominiums, either inside the units or in the basements or in any common areas, including but not limited to, light industrial, construction, welding, mechanical or soldering activities.

The condominium complex is a professional and business office complex.

Any activity conducted upon the premises in violation of local, or community zoning laws and regulations shall be prohibited. The Trustees shall be entitled to issue and seek a cease and desist order against any violator(s).

Violators are subject to the full range of remedial and enforcement actions available to the Trustees.

6. NO EXTERIOR DISPLAYS

No structure, devise, fixture or other item of any nature shall be erected, displayed or placed in, upon, or affixed upon the exterior or out plane of the unit, either on the walls, roof area, or attics without the prior written consent of the Trustees.

Violators are subject to the full range of remedial and enforcement actions available to the Trustees.

7. NO ANIMALS OR PETS ALLOWED

Pursuant to Article VIII, Section 10 (D) no animals or pets of any kind shall be permitted inside or kept in or upon any unit or the common areas or elements.

Violators are subject to the full range of remedial and enforcement actions available to the Trustees.

Any violation of any of the above rules and regulations, whether singular or continuing, is subject to the authority and oversight by the Board of Trustees. Violators will be notified of the nature of the breach and may be afforded an opportunity to be heard to address the Board as to the charge of the violative activity or event. In accordance with the fine schedule the unit owner(s) shall be held responsible and shall be fined by the Trustees. The notice and fines will be implemented in the discretion of the Trustees, depending on the nature, severity and frequency of the offense.

All accrued and unpaid fines shall be added to the monthly condominium and common area fee(s) and charged as part of the lien arising and enforceable for recovery against the unit and/or unit owner(s) personally as well as all other remedial, equitable, declaratory and other legal enforcement and compliance actions available to the Trustees.

If unpaid, Trustees may retain legal counsel and pursue formal complaint and litigation recourse against the party failing to comply, seeking redress and reimbursement in full for any and all costs of collection to be borne by the unit owner, including but not limited to, all related costs of suit, filing fees and reasonable attorney's fees.

The within stated rules and regulations are in addition to and shall be supplemental to but not limited in any manner by any that may be expressly granted, defined or identified within said Declaration of Trust or governing documents as recorded.

**SCHEDULE OF FINES POLICY
FOR
MAIN STREET PROFESSIONAL CONDOMINIUMS**

The following is the procedure duly voted and adopted in accordance with the governing authority of the Trustees for all violations of the Rules and Regulations of Main Street Professional Condominiums:

***First (1st) offense -**

Verbal or written warning, depending on scope and severity of violation, to be determined within the discretion of the Trustees. All violations subject to fines will be documented with written notice prior to imposition.

***Second (2nd) offense -**

A twenty-five (\$25.00) dollar fine will be imposed against the unit owner.

***Third (3rd) offense -**

A fifty (\$50.00) dollar fine will be imposed against the unit owner.

***Fourth (4th) offense -**

A seventy-five (\$75.00) dollar fine will be imposed against the unit owner.

The above fines will be imposed upon any single violation of the rules and regulations governing the Main Street Condominiums. All offenses and associated fines are cumulative over a twelve (12) month period from the date of the first offense. For violations that are continual in nature, the above amounts can be imposed on a daily basis.

Please know that each unit owner(s) is responsible for the activities of their tenants, renters, agents, and their own visitors, guests, invitees **as well as being directly responsible for the actions and violations of their tenants and/or customers.**

Failure to abide by Trustee requests for compliance to the rules and regulations, and to cease and desist violative behavior or to comply with requests to restrict or modify behavior, use, operations, practices and/or conduct pursuant to that which is mandated by the Rules and Regulations, federal, state or local regulation, law or related authority may subject the owner(s) to additional legal remedies and costs; not restricted to those that can be imposed for failure to pay for common area fees, maintenance charges or assessments of any kind. Common lien enforcement actions may be exclusively dealt with as per statutory authority pursuant to Massachusetts General Laws Chapter 183A, within Trustee discretion.

MAIN STREET PROFESSIONAL CONDOMINIUMS

SIGN POLICY AND CRITERIA

EVERY OWNER AND TENANT HEREBY ACKNOWLEDGES, ASSENTS AND AGREES TO THE FOLLOWING:

1. All signage and lettering, whether affixed or freestanding directory, whether interior or exterior, must be in conformance with the policies, rules and regulations as established by the Trustees.
2. No signs will be allowed to be placed anywhere upon the property without prior written consent, approval and authority of the Trustees. All proposals, designs or styles as to any placement, alteration or replacement of existing signs must be submitted in writing with fully accurate "drawn to scale" measurements clearly indicated thereon, to be pre-approved by the Trustees in all cases.
3. No common area sign shall exceed the designated dimensions of 19" by 30"- complete, including frame.
4. All signs shall be placed upon, attached or affixed to the building only by the Trustees or their designated agents or designees.
5. All signs must be in conformity with the established style, design and aesthetic coordinated scheme as determined by the Trustees. All signs shall be of like and similar manner so that none is distinguishable from another as to lettering, style or format. Any variance or alteration in color, accent or hue may not exceed more than 5% in total.
6. If applicable, Owner/Tenant shall obtain all necessary local, state or other governmental and/or community approvals and permits for all signs, and maintain compliance for the same.
7. If determined to be unapproved or in violation of any existing sign criteria, such signs shall be removed and the building shall be immediately restored to its former unaltered and good condition. If the Trustees undertake any restorative or remedial work it deems necessary as a result of the removal of a sign found to be in violation, any costs associated with the same shall be borne by the responsible party and/or unit owner.
8. Each unit shall be allowed one (1) sign in accordance with these rules and regulations.