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THE WILSON STREET REALTY TRUST

Dated: April 29, 2005

ELENI W. ROSIER HEREBY DECLARES that she and her successors in Trust (hereinafter the "Trustee") will hold any and all property and interests in property, real and personal, that may from time to time be transferred to her to be held under this instrument (hereinafter the "Trust Property"), IN TRUST, for the sole and exclusive benefit of the beneficiaries under this instrument.

SECTION ONE

Name and Purpose

- 1.1 This Trust (hereinafter the "Trust") shall be known as **THE WILSON STREET REALTY TRUST**.
- 1.2 This Trust is intended to be a Nominee Trust, so-called, for Federal and state income tax purposes, to hold the record legal title to the Trust property and to perform such functions as are necessarily incidental thereto.

SECTION TWO

Beneficiaries

- 2.1 The term "Beneficiaries" shall mean the one or more individuals and entities listed as Beneficiaries in the Schedule of Beneficiaries this day executed and filed with the Trustee, or in such revised Schedule of Beneficiaries as may from time to time hereafter be so executed and filed.
- 2.2 The respective interests of the Beneficiaries shall be in the proportions stated in the most recent Schedule of Beneficiaries.
- 2.3 Except as provided in SECTION FIVE as to termination, decisions made and actions taken under this instrument (including without limitation, amendment of this Trust, appointment and removal of a Trustee, directions and notices to the Trustee and execution of documents) shall be made or taken, as the case may be, by or at the direction of Beneficiaries holding one hundred (100%) percent of the Beneficial Interest hereunder.
- 2.4 Any trustee may, without impropriety, be or become a Beneficiary under this instrument and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a Trustee.
- 2.5 Upon the death of any individual Beneficiary, the Trustee shall be entitled to treat such deceased Beneficiary's beneficial interest in the Trust as intangible personal property, passing to the executor or administrator of the estate of such deceased Beneficiary appointed by a court of competent jurisdiction in such deceased Beneficiary's purported domicile at the time of death.

*Shirley M. Sheridan, Esq.
One Wolfpen Ln.
Southborough Ma 01772*

SECTION THREE
Powers of the Trustee

- 3.1 The Trustee shall hold the Trust property solely as the nominee of and for the benefit of the Beneficiaries. The Trustee shall receive the income therefrom, pay the ordinary and necessary expenses of the Trust and pay over the principal and income, pursuant to the direction of all of the Beneficiaries. Without such direction, the Trustee shall pay the ordinary and necessary expenses of the Trust and shall pay the net income remaining to the Beneficiaries in proportion to their respective beneficial interests in the Trust.
- 3.2 Except as hereinafter provided in case of the termination of the Trust, the Trustee shall have no power to deal in or with the Trust Property except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:
- 3.2.1 To buy, sell, convey, assign, mortgage or otherwise acquire, hold and dispose of all or any part of the Trust property, including power, as landlord or tenants, to execute and deliver leases and subleases;
 - 3.2.2. To execute and deliver notes;
 - 3.2.3 To grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Property.
 - 3.2.4 To maintain and operate bank accounts in the name of the Trust or in the name of the Beneficiaries.
 - 3.2.5 To receive, deposit and disburse funds for the Trust.
 - 3.2.6 To delegate any and all of the powers and authorities of the Trustee under this instrument to any person or persons, acting singly or with others and whether or not serving as a Trustee under this instrument.

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustee by any of the Beneficiaries may be pursuant to a durable power of attorney.

SECTION FOUR
Liabilities of the Trustee

- 4.1 The sole Trustee, or in the event that there are two Trustees, any one Trustee may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event there are more than two Trustees, any two Trustees, except as otherwise provided in paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust. Reference to "Trustee" elsewhere in this instrument shall be deemed to mean "Trustees" when two or more shall be acting and the context so requires.
- 4.2 No Trustee shall be required to furnish bond.
- 4.3 No Trustee shall be liable for any action taken at the direction of the Beneficiaries, nor 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 acting in good faith. A Trustee shall only be responsible for his or her own bad faith or willful breach of trust.
- 4.4 No license of court shall be requisite to the validity of any transaction entered into by the Trustee.
- 4.5 No purchaser, transferee, pledgee, mortgagee or other 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 any Trustee or to see that the terms and conditions of this Trust have been complied with.
- 4.6 Every agreement, lease, deed, mortgage, note or other instrument or document executed in accordance with the provisions of paragraph 4.1, or any action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustee, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect and that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.
- 4.7 Any person dealing with the Trust Property or the Trustee may always rely, without further inquiry, on a certificate signed in accordance with the provisions of paragraph 4.1 by the person or persons appearing from the records of the Registry of Deeds to be Trustee, as to who is the Trustee or who are the Beneficiaries or as to the authority of the Trustee to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustee or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a conditions precedent to the validity of any transaction of the Trust.
- 4.8 Notwithstanding any provisions contained in this instrument, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability, unless first satisfactorily indemnified.

- 4.9 All persons extending credit to, contracting with or having any claim against the Trustee shall look only to the funds and property of this Trust for payment of any contract or claim, or for the payment of any debt, damage, judgment or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustee nor the Beneficiaries shall be personally liable therefor. If any Trustee shall at any time for any reason (other than for willful breach of Trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, in proportion to their ownership of Beneficial Interests in the Trust, against all loss, costs, damage or expense by reason of such liability.
- 5.1 This Trust may be terminated at any time by a notice to the Trustee in writing signed by one hundred (100%) percent of the Beneficiaries. However, such termination shall be effective as to third parties only when a certificate hereof, signed by the Trustee, in accordance with the provisions of paragraph 4.1, shall be recorded with the Registry of Deeds.
- 5.2 Notwithstanding any other provision of this Declaration of Trust, the Trust shall terminate in any event Twenty (20) Years from the date of this instrument, if not sooner terminated by action of any Beneficiaries pursuant to paragraph 5.1.
- 5.3 In the case of any termination of the Trust, the Trustee shall transfer and convey the specific assets constituting the Trust Property, subject to any leases, mortgages, contracts or other encumbrances on the Trust property, to the Beneficiaries as tenants in common in proportion to their ownership of Beneficial Interests in the Trust, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustee may retain such portion of the Trust property as in the Trustee's opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

- 6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by Beneficiaries holding one-hundred (100%) percent of the Beneficial Interest hereunder and delivered to the Trustee, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by the Trustee in accordance with the provisions of paragraph 4.1, is recorded with the Registry of Deeds.

SECTION SEVEN

Successor Trustees

- 7.1 Any Trustee may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees (if any) and to each Beneficiary. Such resignation shall take effect on the later of the date specified therein or the date of the recording of such instrument with the Registry of Deeds.
- 7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed 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 recorded in the Registry of Deed. Upon the recording of such instrument, the legal title to the Trust Property shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee of Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee under this instrument.
- 7.3 In the event that at any time there is not a Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee under this instrument may record in the Registry of Deeds an affidavit stating that he or she has been appointed a successor Trustee by all of the Beneficiaries. Such affidavit, when recorded together with any attorney's certificate under Massachusetts General Laws, Chapter 183, Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee required or permitted under paragraph 7.2 of this instrument had been recorded. Persons dealing with the Trust or Trust Property may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated therein.

SECTION EIGHT Governing Law

- 8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE Registry of Deeds

- 9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the county or district in the Commonwealth of Massachusetts in which the real estate, if any, which is the subject of this Trust is located, and in which this Declaration of Trust is recorded or registered.

EXECUTED as a sealed instrument this 29th day of April, 2005.



 ELENI W. ROSIER, TRUSTEE


COMMONWEALTH OF MASSACHUSETTS

Worcester, ss,

April 29, 2005

On this 29th day of April, 2005, before me, the undersigned Notary Public, personally appeared **ELENI W. ROSIER** proved to me through satisfactory evidence of identification which was a Drivers License, to be the person whose name is signed on this document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Shirley M. Sheridan
 NOTARY PUBLIC
 My commission expires Mar. 6, 2009



 Rose Leonard, Notary Public
 My Commission exp. 03/31/06




 Rose Leonard, Notary Public
 My Commission expires 03/31/06

THE WILSON STREET REALTY TRUST**SCHEDULE OF BENEFICIAL INTEREST**


The undersigned hereby certifies that they are the Beneficiaries under **THE WILSON STREET REALTY TRUST** under Declaration of Trust dated April 29, 2005 and that the following are the Beneficial Interests thereunder:

<u>Beneficiary</u>	<u>Percentage of Beneficial Interest</u>
ELEEN W. ROSIER, individually	79.72%
EQUITY TRUST COMPANY as Custodian fbo R. PETER ROSIER IRA Acct. No. 16740	20.28

The terms of said Trust are hereby approved and the undersigned Beneficiaries (a) agree with the Trustees of said Trust to be bound by said Trust, and (b) to save the Trustees harmless from any personal liability, for any action taken at the direction of the Beneficiaries, or for any error of judgment, or for any loss arising out of the act or omission in the execution of the Trust so long as the Trustee acts in good faith, and (c) that the Trustees may withhold from any distribution, transfer or conveyance such amounts as they from time to time reasonably deem necessary to protect themselves from such liability, and (d) that each Trustee shall be responsible only for such Trustee's own willful breach of Trust, and (e) to reimburse the Trustee for any expenses incurred in performance of their duties.

Executed as a sealed instrument this 29th day of April, 2005.

ELEEN W. ROSIER
THE WILSON STREET REALTY TRUST



EQUITY TRUST COMPANY as
Custodian fbo R. PETER ROSIER
RICHARD A. DESICH
VICE PRESIDENT