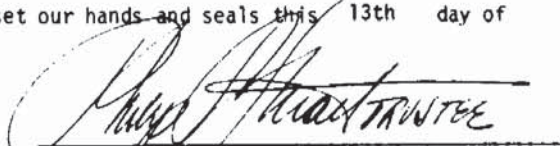


AMENDMENT AND RESTATEMENT OF
10 DANA STREET
CONDOMINIUM TRUST

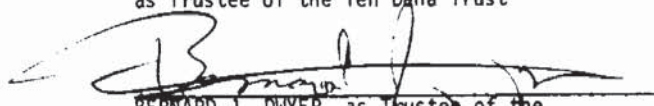
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The undersigned, being all the Trustees of the 10 Dana Street Condominium Trust dated August 3, 1979, and recorded with the Middlesex County South District Registry of Deeds in Book 13755, Page 302 (hereinafter called the "Trust") pursuant to Section 7.1 of the Trust, do hereby amend and restate the Trust by deleting all the existing provisions thereof and substituting therefor the provisions contained in Exhibit A hereto. The undersigned, Philip P. Stuart, being the Declarant as defined in Section 2.1 of the Trust and also as Trustee of the Ten Dana Trust, which is the owner of all the beneficial interests in the Trust, hereby consents to this amendment and restatement.

In witness whereof, we hereunto set our hands and seals this 13th day of September, 1979.



PHILIP P. STUART, as Trustee of the
10 Dana Street Condominium Trust,
as Declarant as defined therein, and
as Trustee of the Ten Dana Trust



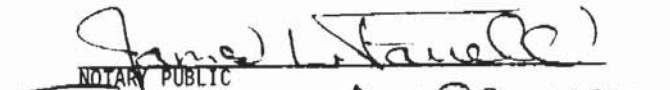
BERNARD J. DWYER, as Trustee of the
10 Dana Street Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY, SS

September 13, 1979

On this 13th day of September, 1979, before me personally appeared Philip P. Stuart and Bernard J. Dwyer, both as aforesaid, to me known to be the persons who are described in and who executed the foregoing Amendment and Restatement, and acknowledged the foregoing to be their free act and deed.


NOTARY PUBLIC
My Commission Expires: April 20, 1984

MARGINAL REFERENCE REQUESTED
BOOK 13755 PAGE 302

EXHIBIT A

AMENDMENT AND RESTATEMENT OF
10 DANA STREET CONDOMINIUM TRUST

THIS DECLARATION OF TRUST, made this 13th day of September, 1979 by Philip P. Stuart, 313 Washington Street, Newton, Middlesex County, Massachusetts, and Bernard J. Dwyer, 209 Kent Road, Waban, Middlesex County, Massachusetts (hereinafter called the "Original Trustees").

ARTICLE I - Name of Trust

The trust hereby created shall be known as the 10 Dana Street Condominium Trust.

ARTICLE II - The Trust and Its Purpose

2.1 General Purposes. This trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter sometimes referred to as the "Condominium Law") for the purpose of managing and regulating the 10 Dana Street Condominium (hereinafter referred to as the "Condominium"), established and created by a Master Deed executed by the owner of the land described therein, dated August 3, 1979, and recorded with the Middlesex County South District Registry of Deeds in Book 13,755, Page 288, as amended by an amendment to be recorded herewith (such owner being hereinafter sometimes referred to as the "Declarant").

2.2 Definitions. Unless the context otherwise requires, the definitions contained in Section 1 of the Condominium Law shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the provisions of the Condominium Law.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the exclusive benefit of the Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in Schedule A annexed hereto and made a part hereof, which interest is equal to the percentage of each Unit Owner in the common areas and facilities set forth and contained in Exhibit C of the Master Deed.

ARTICLE III - The Trustees

3.1 Number and Selection of Trustees. The number of Trustees and the manner of their selection shall be as follows:

3.1.1 Until Declarant Conveys 41 Units. Upon the declaration of this Trust there shall be two (2) Trustees, who shall be the Original Trustees specified above or such other persons as the Declarant may designate as Trustees (the Original Trustees and any such designees being hereinafter called the "Declarant's Trustees").

As soon as twenty-five (25) Units are owned by persons other than the Declarant or

the Declarant's Trustees, the number of Trustees shall be three (3), one of whom shall be elected in the manner hereinafter set forth by the vote of only those Unit Owners other than the Declarant or any other Unit Owner directly or indirectly affiliated with the Declarant (such Trustee and any other Trustee so elected being hereinafter called the "Unit Owners' Trustees"). If on June 30, 1980, the Declarant shall not have conveyed at least forty-one (41) Units to bona fide purchasers, the number of Trustees shall be six (6), of whom four (4) shall be Unit Owners' Trustees.

All Unit Owners except the Declarant and any other Unit Owner directly or indirectly affiliated with the Declarant shall be eligible to vote in the election of a Unit Owners' Trustee. Unit Owners' Trustees shall be elected by the majority vote of those Unit Owners eligible to vote, with each Unit Owner having a vote equal to his beneficial interest in the Trust as set forth in Schedule A hereto.

If at any time a vacancy should occur in the office of Declarant's Trustee or Unit Owners' Trustee, such vacancy shall be immediately filled by the designation or election of a successor by those persons hereunder entitled to choose that Trustee.

At the time the Declarant conveys that Unit which brings to forty-one (41) the total of all his conveyances of Units to bona fide purchasers (which time is hereinafter called the "Time of Transfer of Control"), the terms of office of all the Original Trustees, of any Declarant's Trustees, and of all Unit Owners' Trustees shall be deemed to be vacant and the vacancies shall be filled in the manner set forth in provision 3.1.2.

3.1.2 After the Conveyance of 41 Units. After the Time of Transfer of Control there shall be at all times not less than two (2) nor more than seven (7) Trustees, such number to be determined from time to time by the majority vote of all the Units Owners. In this action and any other action taken by the Units Owners pursuant to this provision, the vote of each Unit Owner shall be equal to his beneficial interest hereunder as set forth in Schedule A hereto.

Wherever in this provision a Trustee is to be elected by the vote of the Unit Owners acting at an annual or special meeting held pursuant to provision 5.9.2 (which includes the quorum provisions), a person shall be deemed to be elected to the office of Trustee if he receives the votes of not less than fifty-one (51) percent of the Unit Owners attending the meeting in person or by proxy.

As soon as practical after the Time of Transfer of Control, there shall be a special meeting of the Unit Owners held pursuant to provision 5.9.2. At that meeting the Unit Owners shall determine the number of Trustees. That number of Trustees shall then be elected. The term of office of the Trustees so elected shall be until the first annual meeting held pursuant to provision 5.9.2.

At the time of each annual Unit Owners' meeting held pursuant to provision 5.9.2, the offices of all Trustees shall be deemed vacant and the vacancies shall be filled in the manner set forth above.

If at any time between annual meetings the number of Trustees in office shall become less than the number determined by the Unit Owners, a vacancy in such office shall be deemed to exist and the Trustees shall call a special meeting of the Unit Owners pursuant to provision 5.9.2. Such vacancy shall

be filled by the election of a successor at that meeting. However, if such vacancy is not so filled within sixty (60) days after it occurs, the remaining Trustees or Trustee shall appoint a successor by the majority vote of all the Trustees in office at the time. If for any reason a successor is not appointed by the Trustees within ninety (90) days after the vacancy occurs, any Unit Owner may apply to a court of competent jurisdiction for the appointment of a successor Trustee. Notice of such a proceeding shall be given to all Unit Owners, the Trustees, and any other persons, if any, to whom the court directs that notice be given.

3.1.3 Continuity. Whenever a vacancy occurs in the office of Trustee, the remaining Trustees shall continue to exercise and discharge all the powers, discretions, and duties herein conferred or imposed upon the Trustees. Any Trustee elected, designated or appointed to office shall be vested with title to the Trust property jointly with the other Trustees without the necessity of any act of transfer.

All Trustees elected, designated or appointed hereunder shall continue in office until their successors are duly elected and the following recording is made.

3.1.4 Recording. The election, designation, or appointment of a Trustee, other than by court proceeding, shall become effective upon the recording in the Middlesex County South District Registry of Deeds of an instrument (1) which states the name of the person selected, the date of his selection, and that the person so selected accepts the office of Trustee, (2) which is signed by the person selected and by a majority of the Trustees in office at the time of his selection, and (3) which is acknowledged by the person selected and at least one of said Trustees. Any appointment by court proceeding shall become effective upon the recording in the Middlesex County South District Registry of Deeds of a certified copy of the court's decree making such appointment and the acceptance of such appointment subscribed and sworn to by the person appointed.

3.2 Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present and a quorum shall consist of a majority of the Trustees but in no event less than two Trustees. The Trustees, provided there shall be at least two Trustees in office, may also act without a meeting if a written assent thereto is signed by two-thirds of the Trustees then in office.

3.3 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-Trustees and by recording with said Registry of Deeds at any time an instrument in writing signed and acknowledged by him. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one per cent of the beneficial interest hereunder, except that no Trustee holding office pursuant to 3.1.1 shall be removed except by the majority vote of those persons entitled to vote in the designation or election, whichever is appropriate, of a replacement for that Trustee. Such removal shall become effective upon the recording at said Registry of Deeds of an instrument signed by a majority of the Trustees and acknowledged by at least one Trustee.

3.4 No Bond By Trustees. No Trustee named or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder, provided, however, that Unit Owners holding at least fifty-one per cent of the beneficial interest hereunder may at any time, by notice in writing signed by

them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.5 Compensation of Trustees. The Trustees shall not be entitled to compensation for their services but shall be reimbursed for all reasonable and usual out-of-pocket expenses incurred for the benefit of the trust property, which expenses shall constitute common expenses of the Condominium.

3.6 No Liability If In Good Faith. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults.

3.7 Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees, or any firm or corporation in which any of the trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee must be disclosed to the Trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any co-partnership or corporation in which he may be in any way interested. No contract between the Trust and a Trustee shall be made without the approval of the majority of the Trustees then in office other than the Trustee with whom the contract is to be made and any other Trustee affiliated, directly or indirectly, with that Trustee. The Trust shall not enter into any contract with a Trustee unless that contract contains a provision giving the Trust an unconditional right to terminate the contract by giving thirty (30) days' notice.

3.8 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution of the said Trustee's duties hereunder, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

3.9 Definition. Except as the context requires otherwise, the word "Trustee," wherever used in this Trust, refers to any Original Trustee, any

Declarant's Trustee, any Unit Owners' Trustee, and any Trustee elected pursuant to provision 3.1.2, who holds such office from time to time. The word "Trustees" refers collectively to all persons holding the office of Trustee at any time.

ARTICLE IV - Beneficiaries and Beneficial Interest

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Schedule A hereof.

4.2 Voting by Multiple Owners of One Unit. The beneficial interest appertaining to each Unit shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any of the Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed and acknowledged by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

ARTICLE V - By-Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Law. The provisions of these By-Laws shall automatically become applicable to any property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of the Condominium Law.

5.1 Powers of the Trustees. The Trustees shall have the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith except as by law or by the Master Deed or by these By-Laws may not be delegated to the Trustees. The powers and duties of the Trustees shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions of these By-Laws:

5.1.1 Operation, care, upkeep, management, leasing and maintenance, repair, and replacement of the Common Areas and Facilities of the Condominium or any part thereof;

5.1.2 Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for common expenses, action under Sections 17 and 18 of the Condominium Law, any right of first refusal, or otherwise;

5.1.3 Conducting litigation and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all rules and regulations of the Trustees or restrictions in the Master Deed or Unit Deeds;

5.1.4 Determination and budgeting of the common expenses required for the affairs of the Condominium and Trust, including, without limitation, the operation and maintenance of the Property;

5.1.5 Collection of the common charges (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the respective Unit Owners) from Unit Owners;

5.1.6 Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and Facilities;

5.1.7 Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor;

5.1.8 Obtaining of insurance pursuant to the provisions of these By-Laws;

5.1.9 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, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

5.1.10 Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;

5.1.11 Adoption and amendment of rules and regulations covering the details of the operation and use of the Common Areas and Facilities;

5.1.12 Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation; provided, however, no Trustee shall be held personally liable for the act or default of any such person;

5.1.13 Right of entrance and such access into Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder, 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 emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not;

5.1.14 Application of whatever sanctions they deem appropriate against any Unit Owner keeping a dog or cat in the Building; and

5.1.15 Providing for the necessary work of maintenance, repair and replacement of the common areas and facilities and payment therefor.

5.2 Maintenance and Repair of Units.

5.2.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including without limitation, interior finish walls, ceilings and floors; windows and the interior portions of window frames; interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages to any and all Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any other Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (See Section 5.7 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and any one Trustee may approve payment of vouchers for such work, except where such payment exceeds \$500, in which event any two Trustees must so approve payment of such voucher. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4, provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor.

5.4 Common Expenses, Profits and Funds.

5.4.1 The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in ARTICLE IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable and in addition to the requirements of 5.4.3, set aside common funds of the Condominium as reserve or contingent funds, and may use

the funds so set aside for reduction of indebtedness or other lawful capital purposes, or, subject to the provisions of Section 5.7, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.2 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees shall, so far as reasonably possible, provide for payment or statements in monthly or substantially equal installments. The amount of each such payment, together with interest as provided in provision 5.16, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Condominium law.

5.4.3 For the first five (5) full fiscal years following the declaration of this Trust and for any partial fiscal year preceding the first full one, the Trustees shall include in each fiscal year's assessment for common charges a provision for contingencies which shall be not less than ten (10) nor more than fifteen (15) percent of the estimated common charges for the fiscal year. The amount so assessed when and as collected shall be placed in the name of the Trust in a separate bank account called the Contingency Reserve and used for such purposes other than the payment of normal and recurring common expenses as the Trustees and Unit Owners determine from time to time pursuant to the terms hereof.

5.4.4 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 of such Unit. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws and provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit to the Trustees and in such event be exempt from common charges thereafter assessed. 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 purchaser of a Unit at a foreclosure sale of such Unit or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.5 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay a reasonable rental for the use of his Unit. The plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, 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.

5.4.6 The Trustees shall expend common funds only for common expenses and other lawful purposes permitted hereby and by the provisions of the Condominium Law.

5.5 Manager. The Trustees may hire or appoint a Manager to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. The Trustees or such Manager may appoint, employ and remove such additional agents, attorneys, accountants, or employees as the Trustees or such Manager may from time to time determine. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice except that, if the contract is with a party to whom provision 3.7 applies, the contract shall be terminable upon thirty (30) days' written notice. The term of such agreement shall not exceed three (3) years.

5.6 Insurance.

5.6.1 The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the named insureds and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them as Insurance Trustees, for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the building and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery, apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1, but not including (a) the furniture, furnishings or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarant, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to the full replacement value of the insured property as determined by the Trustees (who shall review such value at least as often as annually) and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the 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. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

5.6.2 All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be canceled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty days' written notice to the insureds; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (c) for waivers of any defense based upon the conduct of any insured; and (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners.

5.6.3 The Trustee or Trustees hereunder designated as Insurance Trustee or 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 Section 5.7 of this ARTICLE V. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.6.4 The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability in an amount of not less than \$2,000,000, including personal injury coverage which shall cover claims of any Unit Owner; (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 who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the 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.

5.6.5 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.6 shall be a common expense.

5.6.6 Each Unit Owner shall maintain insurance on his own Unit which shall include personal liability coverage in an amount not less than \$50,000 and shall cover water damage. All such policies shall contain waivers of subrogation. The liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such insurance carried by any Unit Owner.

5.7 Rebuilding, Restoration and Improvements.

5.7.1 In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of the Condominium Law. If such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the

Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to comply with the provisions of Paragraph (b) of said Section 17.

5.7.2 If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by twenty-five percent (25%) of the Unit Owners to make any such improvement, the Trustees shall submit to all the Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Mass. Gen. Laws ch. 183A, Section 18. Upon (1) the receipt by the Trustees of such agreement approved by seventy-five percent (75%) or more of the Unit Owners or (2) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events (1) and (2) shall first occur, the Trustees shall notify all the Unit Owners of the percentage of Unit Owners who have then approved such agreement. If such percentage exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with said Section 18 of the Condominium Law, shall charge the cost of improvement to all Unit Owners. The agreement so circulated shall also provide that if more than fifty percent (50%) but less than seventy-five percent (75%) of the Unit Owners so approve, the Trustees shall proceed to make such improvement or improvements and shall charge the same to only those Unit Owners so approving, and the Trustees shall so proceed and so charge.

5.7.3 Notwithstanding anything in Paragraphs 5.7.1 and 5.7.2 contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under this Section 5.7, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners, and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

5.7.4 If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's own expenses, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.8 Rules, Regulations, Restrictions and Requirements. The Trustees with the consent of Unit Owners holding not less than fifty-one (51) percent of the beneficial interest hereunder may, at any time and from time to time, adopt, amend

and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use, occupancy and maintenance of the Units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

5.9 Meetings.

5.9.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer and Secretary. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the Place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees.

5.9.2 There shall be an annual meeting of the Unit Owners on the third Tuesday in May of each year, commencing with the year 1980, at 7:30 p.m. in the City of Cambridge, or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding at least 33 1/3 percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. At the annual meeting and at any special meeting of Unit Owners, a quorum shall be required to conduct business. A quorum shall consist of Unit Owners owning not less than fifty-one (51) percent of the beneficial interest hereunder. A majority of persons present at the meeting in person or by proxy shall be required for all actions taken by Unit Owners except as any different requirements are specifically provided in this Trust, the Master Deed, or by law.

5.10 Notice to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient if such notice is left at the address of the Unit Owner as it appears upon the records of the Trustees, or at least seven days before the date for which the notice is given is mailed, postage prepaid, to the Unit Owner at such address. A Unit Owner may at any time change his address for the giving of notices by filing with the Trustees a written designation of the address at which notices should be given.

5.11 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of sixty days of the date of the receipt by him shall be deemed to have assented thereto.

5.12 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one Trustee, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of all the Trustees, except where such check is for more than \$500.00, in which event such check must be signed by two Trustees.

5.13 Seal. The Trustees may adopt a seal circular in form bearing the inscription "10 Dana Street Condominium Trust - 1979" - but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.14 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of March or such other date as may from time to time be determined by the Trustees.

5.15 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, Unit Owners holding one hundred per cent of the beneficial interest shall be required to approve the removal of the Condominium described herein from the provisions of the Condominium Law. Thereafter the provisions of Section 19 of said Law shall apply.

5.16 Late Payments. Any Unit Owner who is more than one (1) month late in the payment of any charge or assessment to the Trust shall, in addition to the payment due, pay to the Trust interest at the rate of eighteen percent (18%) per year from the date the payment was due until the date such payment is made and any expenses, including reasonable attorneys fees, incurred by the Trust in collecting such payment, including any such expenses and fees incurred by the Trust in foreclosing the lien created by Section 6 of the Condominium Law. The Trustees shall have a duty to take all reasonable steps to collect such amounts. Such interest and expenses shall be personal obligations of the Unit Owner and shall be in addition to, and not in place of, the remedies provided elsewhere in this Trust or otherwise available at law or in equity.

5.17 Special Provisions. This provision shall have effect only prior to the Time of Transfer of Control specified in Provision 3.1.1. Prior to the Time of Transfer of Control, no capital expenditure for an improvement or other project having a total expected cost of \$5,000.00 or more shall be made or authorized except with the approval of all the Trustees in office at the time. If during any fiscal year prior to the Time of Transfer of Control the aggregate amount of all capital expenditures made or authorized for the year equals \$10,000.00 or more, no further capital expenditures shall be made or authorized during that fiscal year except with the prior approval of all the Trustees then in office. This requirement shall be in addition to any other requirements imposed in this Trust or by law. In addition, at no time prior to the Time of Transfer of Control shall an assessment of Units be made other than one for Common Expenses without the prior written approval of persons other than Declarant and persons directly or indirectly affiliated with him owning at least eighty (80) percent of the beneficial interest herein.

ARTICLE VI - Utilities

Electricity and gas shall be supplied by the public utility companies servicing the area directly to each Unit through a separate meter, and each Unit Owner shall be required to pay the bills for electricity and gas consumed in his Unit. The electricity serving the common areas and facilities shall be separately metered, and the Trustees shall pay all bills for electricity consumed in such portions of the common areas and facilities as a common expense. The Trustees shall pay as a common expense, heating costs for fuel to any common boiler, provided that the Trustees shall have the right, as to fuel to the common boiler, to install a metering system to measure use by each Unit, in which event the cost therefore shall be billed apart from the bill for common expense, but the rights of the Trustees for collection thereof shall be the same as if it were a common expense.

ARTICLE VII - Mortgages

7.1 Notice to Trustees. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee. The Trustees shall maintain such information in a separate book.

7.2 Notice of Unpaid Common Charges or Other Defaults. The 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 if any such default is not cured within sixty (60) days of notice to the Unit Owner.

ARTICLE VIII - Rights and Obligations of Third Parties Dealing with the Trustees

8.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

8.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees in the execution of their duties hereunder by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the

Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Section 3.8 hereof or under the provisions of Condominium Law.

8.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees in the exercise of their duties hereunder or by any agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

8.4 Certifications by Trustees for Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate signed and sworn to by said Trustees or any one or more of them which it may be deemed desirable to record may be recorded with the Middlesex Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time or any one or more of them, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder or any one or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE IX - Amendments and Termination

9.1 Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition, or change shall be valid or effective if:

9.1.1 Made without the consent of the Declarant so long as the Declarant owns 19 or more of the Units described in the Master Deed; or made without the consent of all Trustees until the Time of Transfer of Control as set forth in provision 3.1.1 hereof; or

9.1.2 It would alter or in any manner or to any extent whatsoever modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed; or

9.1.3 It would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Law.

9.2 Necessity for Recording Amendments, Alterations, Additions or Changes.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE IX shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE IX shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

9.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Condominium Law in accordance with the procedure therefor set forth in Section 19 of said Law as may be modified by Section 5.15 hereof.

9.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Condominium Law, 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 any other outstanding liabilities and obligations, 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 according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell 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 possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

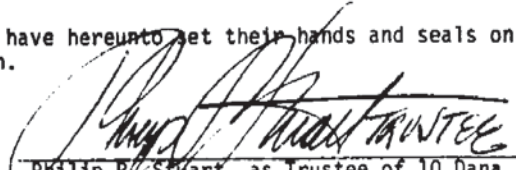
ARTICLE X - Construction and Interpretation

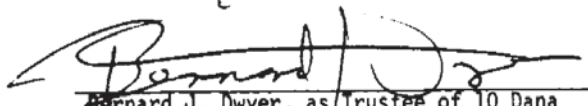
10.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular and words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is expressed or can 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 the 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 law of the Commonwealth of Massachusetts.

10.2 Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld.

10.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with the Condominium Law, 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 the Condominium Law applicable thereto.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year first above set forth.


Philip P. Stuart, as Trustee of 10 Dana Street Condominium Trust and not individually



Bernard J. Dwyer, as Trustee of 10 Dana Street Condominium Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

September 13, 1979

Then personally appeared the above named Philip P. Stuart and Bernard J. Dwyer, Trustees as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.


NOTARY PUBLIC
My Commission Expires: April 20, 1984

10 DANA STREET CONDOMINIUM
10 DANA STREET, CAMBRIDGE, MASSACHUSETTS

<u>UNIT #</u>	<u>FLOOR</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE AREA (SQARE FEET)</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
West Basement	basement	4	615	.931
South Basement	basement	4	792	1.117
1	first	4	834	1.723
2	first	2½	386	1.164
3	first	2½	345	1.071
4	first	5	966	2.048
5	first	4	730	1.723
6	first	3	490	1.629
7	first	3	541	1.629
8	first	5	879	1.723
9	first	3	416	1.629
10	first	4	723	1.723
11	first	4	713	1.723
12	first	2½	353	1.071
14	first	4	754	1.723
15	first	3	400	1.397
201	second	4	834	1.723
202	second	3	507	1.582
203	second	2½	345	1.071
204	second	5	966	2.095
205	second	4	730	1.723
206	second	3	525	1.629
207	second	3	613	1.629
208	second	5	951	1.862
209	second	3	453	1.629
210	second	4	723	1.723
211	second	4	713	1.816
212	second	2½	353	1.071
214	second	4	754	1.629
215	second	3	500	1.582
301	third	4	834	1.723
302	third	3	507	1.582
303	third	2½	345	1.071
304	third	4	815	1.816
305	third	5	881	2.095
306	third	3	525	1.629
307	third	3	613	1.629
308	third	4	951	1.862
309	third	3	453	1.676
310	third	4	723	1.723
311	third	4	713	1.816
312	third	2½	353	1.071
314	third	4	754	1.629
315	third	3	500	1.582

<u>UNIT #</u>	<u>FLOOR</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE AREA (SQUARE FEET)</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
401	fourth	4	834	1.769
402	fourth	3	507	1.629
403	fourth	2½	345	1.071
404	fourth	4	815	1.862
405	fourth	5	850	2.095
406	fourth	5	1045	3.259
407	fourth	5	1132	3.259
408	fourth	5	951	1.909
409	fourth	5	897	3.259
410	fourth	4	691	1.723
411	fourth	4	713	1.816
412	fourth	2½	353	1.117
414	fourth	4	754	1.816
415	fourth	3	500	1.629
508	fifth	5	951	2.095

SCHEDULE A
Continued

<u>Unit No.</u>	<u>Storage Area Designation</u>	<u>Square Footage</u>
1	1A	30
2	2A	26
3	3A	29
4	4A	75
5	5A	29
6	6A	27
7	7A	30
8	8A	100
9	9A	34
10	10A	57
11	11A	26
12	12A	29
14	14A	29
15	15A	84
201	201A	67
202	202A	33
203	203A	21
204	204A	30
205	205A	20
206	206A	24
207	207A	30
208	208A	71
209	209A	20
210	210A	35
211	211A	32
212	212A	29
214	214A	71
215	215A	26
301	301A	32
302	302A	26
303	303A	23
304	304A	83
305	305A	94
306	306A	22
307	307A	50
308	308A	65
309	309A	46
310	310A	45
311	311A	30
312	312A	24
314	314A	94
315	315A	34

SCHEDULE A
Continued

<u>Unit No.</u>	<u>Storage Area Designation</u>	<u>Square Footage</u>
401	401A	35
402	402A	31
403	403A	23
404	404A	70
405	405A	22
406	406A	56
407	407A	15
408	408A	16
409	409A	28
410	410A	32
411	411A	32
412	412A	28
414	414A	34
415	415A	28
508	508A	16
South Basement	BSA	28
West Basement	BWA	25