

APPENDIX C: Property Documentation

845 McGrath Highway Deed and Corporate Articles of Organization

74 Middlesex Avenue Deed and Corporate Articles of Organization

845 McGrath Highway Deed and Corporate Articles of Organization

843-847 McGrath Hwy, Somerville



2017 01759115
Bk: 1507 Pg: 55 Cert#: 264781
Doc: DEED 04/28/2017 03:25 PM

DEED

McGrath 845 Investments, LLC, a Delaware limited liability company and having a usual place of business at 647 Sanctuary Drive, Boca Raton, FL 33431, for full consideration paid of Three Million Seven Hundred Fifty Thousand (\$3,750,000.00) Dollars

hereby grants to 845 Riverview, LLC a Massachusetts limited liability company having an address of 200 Broadway Suite 103, Lynnfield, MA 01940.

with quitclaim covenants a certain lot of land situate, lying and being in the City of Somerville, County of Middlesex, State of Massachusetts, bounded and described as follows:

Northwesterly	by the Southeasterly line of McGrath Highway, one hundred fifteen and 10/100 feet;
Northeasterly	by land now or formerly of Irene Craig, one hundred sixty-nine and 89/100 feet;
Southeasterly	by the Northwesterly line of Kensington Avenue, one hundred thirty-six and 41/100 feet; and

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 04/28/2017 03:25 PM
Ctrl# 260879 21582 Doc# 01759115
Fee: \$17,100.00 Cons: \$3,750,000.00

216971
1215-21

24

Southerly and

Southwesterly by parcel 6-5-C, as shown on the plan hereinafter mentioned, one hundred eighty-seven and 99/100 feet.

Said parcel is shown as Lot 1 on said plan (Plan No. 28922 ^B). ✓

All of said boundaries are determined by the Land Court to be located as shown on a subdivision plan, as approved by the Land Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 773, Page 7, with Certificate 128557.

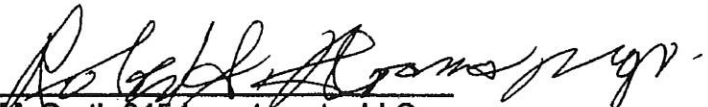
The above described land is subject to an easement as set forth in a grant made by University Overland Express, Inc. to the Boston Edison Company, dated September 29, 1947, duly recorded in Book 7217 Page 557.

The entity is not classified as a corporation for federal income tax purposes for the taxable year in which the sale is made.

The premises do not constitute homestead property of the grantor or any other person.

Being the same premises described on Certificate of Title No. 216971 Registered in Book 1215 Page 21.

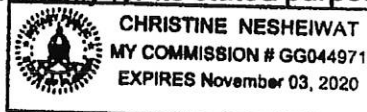
IN WITNESS WHEREOF, the said McGrath 845 Investments, LLC has caused its seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Roberts S. Abrams acting in his capacity as Manager of McGrath 845 Investments, LLC, thereto duly authorized, this 17 day of April, 2017.

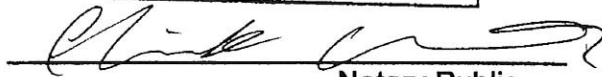

McGrath 845 Investments, LLC
By: Robert S. Abrams
Title: Manager

STATE OF FLORIDA

Palmdale, ss. (County)

On this 17 day of April, 2017 before me, the undersigned Notary Public, personally appeared Robert S. Abrams, Manager who proved to me through satisfactory evidence of identification, which was Florida Driver License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of McGrath 845 Investments, LLC.




, Notary Public

My Commission Expire: 11/3/2020

DOCUMENT 01759115 1

Southern Middlesex Land Court

Registry District

RECEIVED FOR REGISTRATION

On: Apr 28, 2017 at 03:25P

Document Fee: 125.00
Receipt Total: \$17,830.00

NEW: CERT 264781 BK 01507 PG 55

OLD: CERT 216971 BK 1215 PG 21



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

April 14, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

845 RIVERVIEW, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 24, 2016.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
EDWARD DOHERTY

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **EDWARD DOHERTY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **EDWARD DOHERTY**



In testimony of which,

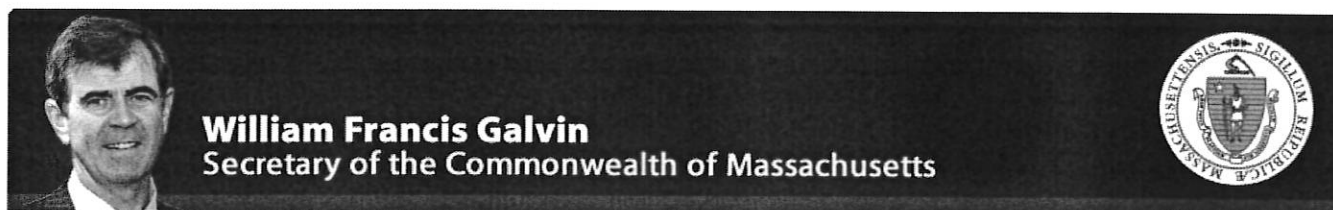
I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth



William Francis Galvin
Secretary of the Commonwealth of Massachusetts

Corporations Division

Business Entity Summary

ID Number: 001215835

[Request certificate](#)

[New search](#)

Summary for: 845 RIVERVIEW, LLC

The exact name of the Domestic Limited Liability Company (LLC): 845 RIVERVIEW, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001215835

Date of Organization in Massachusetts:
03-24-2016

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 200 BROADWAY SUITE 103

City or town, State, Zip code, LYNNFIELD, MA 01940 USA

Country:

The name and address of the Resident Agent:

Name: EDWARD DOHERTY

Address: 200 BROADWAY SUITE 103

City or town, State, Zip code, LYNNFIELD, MA 01940 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	EDWARD DOHERTY	200 BROADWAY SUITE 103 LYNNFIELD, MA 01940 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	EDWARD DOHERTY	200 BROADWAY SUITE 103 LYNNFIELD, MA 01940 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address

REAL PROPERTY	EDWARD DOHERTY	200 BROADWAY SUITE 103 LYNNFIELD, MA 01940 USA	
<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
View filings for this business entity:			
<div>ALL FILINGS Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment Certificate of Cancellation</div>			<div>^ ■ v</div>
<div>View filings</div>			
Comments or notes associated with this business entity:			
<div></div>			<div>^ v</div>
<div>New search</div>			



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001215835

1. The exact name of the limited liability company is: 845 RIVERVIEW, LLC

2a. Location of its principal office:

No. and Street: 5 DRAPER STREET

SUITE B

City or Town: WOBURN State: MA Zip: 01801 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 5 DRAPER STREET

SUITE B

City or Town: WOBURN State: MA Zip: 01801 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL PURPOSE OF THE BUSINESS OF THE LLC SHALL BE TO INVEST IN, HOLD, MA
 NAGE, LEASE, DEVELOP AND SELL REAL ESTATE, BUT SHALL NOT BE LIMITED TO THE SAM
 E, AND FOR ANY OTHER PURPOSE PERMITTED UNDER THE ACT.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: FRANK FODERA, SR

No. and Street: 5 DRAPER STREET

SUITE B

City or Town: WOBURN State: MA Zip: 01801 Country: USA

I, FRANK FODERA, SR resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	FRANK FODERA SR	5 DRAPER STREET WOBURN, MA 01801 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	FRANK FODERA SR.	5 DRAPER STREET WOBURN, MA 01801 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of March, 2016,
FRANK FODERA, SR.

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 24, 2016 09:09 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Statement of Change of Resident Agent/Resident Office

(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: 845 RIVERVIEW, LLC

Current resident agent name: FRANK FODERA, SR

Current resident agent office address: 5 DRAPER STREET SUITE B, WOBURN, MA 01801

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:

(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: EDWARD DOHERTY

No. and Street: 200 BROADWAY

SUITE 103

City or Town: LYNNFIELD

State: MA

Zip: 01940

Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:

I, EDWARD DOHERTY, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of April, 2017,
EDWARD DOHERTY, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

April 04, 2017 03:58 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

74 Middlesex Avenue Deed and Corporate Articles of Organization

Herbert L. Shulman, as Trustee of the Parkman Realty, Inc., Liquidating Trust, dated June 30, 1982, registered with the Middlesex South Registry District of the Land Court as Document No. 629921 and recorded with the Middlesex South Registry of Deeds at Book , Page , of Boston, Suffolk County, Massachusetts,

~~xxxxxx~~ for consideration paid of \$75,000.00 (Seventy-five Thousand Dollars),

grants to Jordan L. Rittenberg, of Newton, Middlesex County, Massachusetts, and Jerome M. Tuck, of Needham, Norfolk County, Massachusetts, as tenants in common, each with an undivided one-half (1/2) interest in the property, having a mailing address at 25 Boundbrook Road, Newton Highlands, Massachusetts 02161,

with quitclaim covenants,

~~xxxxxx~~ two certain parcels of land located in Somerville, Middlesex County, Massachusetts, bounded and described as follows:

(Description and encumbrances, if any)

PARCEL ONE: A certain parcel of registered land, together with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, bounded and described as follows:

EASTERLY by the westerly line of Middlesex Avenue, Ninety-five and 76/100 (95.76) feet;
SOUTHEASTERLY by the northwesterly line of Kensington Avenue, Twenty-five and 98/100 (25.98) feet;
SOUTHWESTERLY by land now or formerly of Nora Cotter et al, One hundred sixty-nine and 89/100 (169.89) feet;
NORTHWESTERLY by the southeasterly line of McGrath Highway, Thirty (30) feet;
NORTHEASTERLY Eighty-nine and 60/100 (89.60) feet; and
NORTHWESTERLY Forty-eight and 19/100 (48.19) feet, by land now or formerly of Joseph W. Crowell.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 239, Page 581 with Certificate 35042.

Being the same premises registered in the name of Herbert L. Shulman as Trustee of the Parkman Realty, Inc. Liquidating Trust with Certificate of Title No. 165902, registered with the Middlesex South Registry District of the Land Court, Book 959, Page 152.

PARCEL TWO: A certain parcel of land, ^{unregistered,} together with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, bounded and described as follows: adjacent to the aforesaid Parcel One,

NORTHWESTERLY by McGrath Highway seventy (70) feet;
NORTHEASTERLY by the same thirty-five and 15/100 (35.15) feet;
EASTERLY by Middlesex Avenue seventy (70) feet;
SOUTHEASTERLY by a parcel of land registered in the name of the Grantor herein as Certificate of Title No. 165902 in Book 959, Page 152 of the Middlesex South Registry District of the Land Court forty-seven and 65/100 (47.65) feet; and
SOUTHWESTERLY by the same eighty-nine and 6/10 (89.6) feet.

Being lot A on a plan by Everett M. Brooks - Civil Eng. dated October 27, 1939 recorded with Middlesex South District Deeds in Book 7376, Page 551 and containing six thousand two hundred eighty-five and 4/10 (6285.4) square feet according to said plan.

Being the same premises conveyed to Herbert L. Shulman as Trustee of the Parkman Realty, Inc. Liquidating Trust, by deed dated June 30, 1982, and recorded with the Middlesex South Registry of Deeds in Book 14755, Page 122.

The grantor hereby assigns to the grantees, as part of the within conveyance, the landlord's interest in the lease of the premises from Parkman Realty, Inc., to Dunkin' Donuts of Mass., Inc., dated August 26, 1969, recorded at Book 13201, Page 378.

Excise stamps for within conveyance affixed to deed recorded hereunto.

630958

630958

Witness...my...hand and seal this 19th day of...November...1982

Herbert L. Shulman

Herbert L. Shulman as Trustee as Aforesaid

The Commonwealth of Massachusetts

SUFFOLK

ss.

November 19, 1982

Then personally appeared the above named Herbert L. Shulman

and acknowledged the foregoing instrument to be his free act and deed, before me

Stephen B. Goldenberg
Notary Public
Stephen B. Goldenberg
My Commission Expires 9-9-88



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

2-3

630958
filed by LEMIEUX
checked by J. MACKEY

DOCUMENT NO. 630958

1982
01/22
1982

NOV 19 1982

NOTED ON CERT. NO. 161902
REG. BK. 914 PAGE 1126
JOHN F. ZAMPARELLI-ASSISTANT RECORDER

SO. MIDDLESEX LAND COURT
MIDDLESEX DISTRICT
RECEIVED FOR REGISTRATION
AT

TRANSFER CERTIFICATE OF TITLE ISSUE
AND TRANSCRIBED INTO
REGISTRATION BOOK 912 PAGE 177
BEING CERTIFICATE NO. 160527
MIDDLESEX SOUTH REGISTRY DISTRICT

Ph. Van
John. G. 487

REGISTRANT
NAME Frank D. Aronson, Esq. TEL 352-5200
STREET ADDRESS 201 Devonshire Street
Boston, Mass. 02110
CITY OR TOWN

Doc 01750218

2

Southern Middlesex Land Court
Registrars District

RECEIVED FOR REGISTRATION

On: Dec 27, 2016 at 03:05P

Document Fee 75.00

Receipt Total: \$300.00

NOTED ON: CERT 166527 BK 00962 PG 177

ALSO NOTED ON:

Dup
Rec

From the office of:

Richard J. Levin, Esq.
Cumsky & Levin LLP
6 University Road
Cambridge, MA 02138

Deed - N

DEED

Jerome M. Tuck, an individual with a place of business c/o The Blakely Group, 68 Harvard Avenue, Brookline, Massachusetts 02445, owning a fifty (50%) percent tenancy in common interest, for nominal consideration of less than One Hundred Dollars (\$100.00),

grant to **Richard L. Tuck as Trustee of Middlesex Ave 76 Realty Trust under Declaration of Trust dated as of January 2, 2016** (and recorded immediately prior hereto) having a business address of c/o The Blakely Group, 68 Harvard Avenue, Brookline, Massachusetts 02445

CARE
Partial

(herewith)

with quitclaim covenants, my entire fifty (50%) percent tenancy in common interest in and to the following premises:

two certain parcels of land, now known and numbered 74-76 Middlesex Avenue, in Somerville, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL ONE: A certain parcel of registered land, together with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, bounded and described as follows:

EASTERLY by the westerly line of Middlesex Avenue, Ninety-five and 76/100 (95.76) feet;

SOUTHEASTERLY by the northwesterly line of Kensington Avenue, Twenty-five and 98/100 (25.98) feet;

SOUTHWESTERLY by land now or formerly of Nora Cotter et al, One hundred sixty-nine and 89/100 (169.89) feet;

NORTHWESTERLY by the southeasterly line of McGrath Highway, Thirty (30) feet;

NORTHEASTERLY Eighty-nine and 60/100 (89.60) feet; and

1

166527

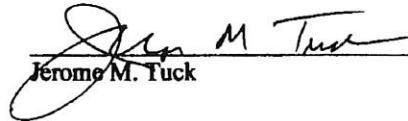


2016 01750218
Bk: 00962 Pg: 177 Cert#: 186527
Doc: DEED 12/27/2016 03:05 PM

Property Address: 74-76 Middlesex Avenue, Somerville, MA

IN WITNESS WHEREOF, the said undersigned has executed this deed under seal as my free act and deed as of January 2, 2016.

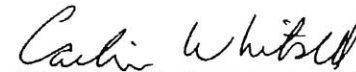



Jerome M. Tuck

STATE OF FLORIDA

Dade County, ss

On this 22nd day of December, 2016, before me, the undersigned notary public, personally appeared Jerome M. Tuck proved to me through satisfactory evidence of identification, which was ☐ a State driver's license or ☒ personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My commission expires: 7/31/20

NORTHWESTERLY Forty-eight and 19/100 (48.19) feet, by land now or formerly of Joseph W. Crowell.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 239, Page 581 with Certificate 35092.

Being the same premises registered in the name of Jerome M. Tuck and Jordan L. Rittenberg with Certificate of Title No. 166527, registered with the Middlesex South Registry District of the Land Court, Book 962, Page 177.

PARCEL TWO: A certain parcel of land, unregistered, together with the buildings thereon, situated in Somerville, Middlesex County, Massachusetts, adjacent to the aforesaid Parcel One, bounded and described as follows:

NORTHWESTERLY by McGrath Highway seventy (70) feet;

NORTHEASTERLY by the same thirty-five and 15/100 (35.15) feet;

EASTERLY by Middlesex Avenue seventy (70) feet;

SOUTHEASTERLY by a parcel of land registered in the name of the Grantor herein as Certificate of Title No. 166527, in Book 962, Page 177 of the Middlesex South Registry District of the Land Court forty-seven and 65/100 (47.65) feet; and

SOUTHWESTERLY by the same eighty-nine and 6/10 (89.6) feet.

Being lot A on a plan by Everett M. Brooks – Civil Eng. Dated October 27, 1939 recorded with Middlesex South District Deeds in Book 7376, Page 551 and containing six thousand two hundred eighty-five and 4/10 (6285.4) square feet according to said plan.

Being the same premises conveyed to Jerome M. Tuck and Jordan L. Rittenberg by deed from Parkman Realty, Inc. and recorded with the Middlesex South Registry of Deeds in Book 14793, Page 496.

[This Page Ends Here – Signature Page Follows]



2016 01750219

Bk: 962 Pg: 177 Cert#: 166527

Doc: TRUST 12/27/2016 03:05 PM

From the office of:

Richard J. Levin, Esq.
Cumsky & Levin LLP
6 University Road
Cambridge, MA 02138

**DECLARATION OF TRUST
OF
MIDDLESEX AVE 76 REALTY TRUST**

This Declaration of Trust is made as of January 2, 2016 by **RICHARD L. TUCK** of Newton, Massachusetts, so long as he continues to serve as Trustee, a "Trustee," and such persons, and all such persons, whether one or more, are serving as a Trustee, being referred to collectively, with any other or successor Trustees then serving the "Trustees," and the terms Trustee or Trustees and any pronoun referring thereto, shall be deemed to include his, her or their successors in trust hereunder and mean the Trustee or Trustees for the time being hereunder, wherever the context so permits).

WITNESSETH

1. The Trust hereby created shall be known as the **MIDDLESEX AVE 76 REALTY TRUST** and under that name so far as legal, convenient and practical, shall all acts of the Trustees be made and all instruments in writing by the Trustee be executed. The Trust shall have a place of business c/o Richard L. Tuck, The Blakely Group, 68 Harvard Avenue, Brookline, Massachusetts 02445.

2. All property, real and personal, tangible and intangible, conveyed to the Trustees hereunder (hereinafter called the "**Trust Property**") shall vest in the Trust or Trustees as Trustees of this Trust, in Trust to manage, administer and dispose of the same for the sole benefit of the beneficiary or beneficiaries from time to time hereof, within the powers and subject to the limitations hereinafter contained concerning the same.

3. The original beneficiaries of this Trust are the persons listed as beneficiaries of this Trust in the Schedule of Beneficial Interests (hereinafter individually called a "**beneficiary**" and collectively called the "**beneficiaries**"), executed this day by them and filed with the Trustees, and their interests are as therein stated. The original beneficiaries and/or any subsequent beneficiaries shall have the right to assign and transfer the beneficial interest of such beneficiary hereunder in whole or in part, by instrument in writing and under seal, executed by the beneficiary so assigning and transferring, designating the beneficial interests so assigned and transferred and the person to whom the same is so assigned and transferred, and any such transfer shall, for all purposes take effect upon the receipt thereof by the Trustee or Trustees then in office hereunder. The beneficiary or beneficiaries hereof at any time and from time to time shall be entitled to receive and collect all of the income and profits of the Trust and/or the Trust property and assets then held by the Trustee or Trustees. The Trustees shall distribute to the beneficiaries not later than December 31 of each year, the net income of said Trust unless otherwise directed by

beneficiaries owning at least Seventy-five (75%) percent of the beneficial interest. Any distributions of or from the Trust property among the beneficiaries hereof, if more than one, shall be according to the percentage of beneficial interests held by them respectively.

A certificate or other writing signed by any of the persons appearing from the records of the Registry of Deeds in the County in which this Declaration of Trust is recorded or filed (the "**Registry**") to be the then Trustees hereof: (i) certifying or asserting to the identities of the beneficiaries, (ii) stating whether or not this Declaration of Trust has been amended or terminated, or (iii) stating that any action has been approved or taken by the beneficiaries owning at least Seventy-five (75%) percent of the beneficial interest of the Trust (without any requirement that such certificate identify the beneficiaries), shall be conclusive in favor of any person dealing with the Trustees or with any of the trust property, and any such person may rely thereon without further inquiry. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

Each original Trustee and any successor Trustee, may, without impropriety, become a beneficiary hereunder and exercise all rights of a beneficiary with the same force and effect as though he were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

4. Insofar as third persons dealing with the Trustees are concerned, the following provisions shall govern:

(a) Except as hereinafter provided in case of termination of this Trust, always subject to the direction of the beneficiaries owning at least a seventy-five (75%) percent beneficial interest in the Trust (and as to such direction a certificate delivered pursuant to Section 3 hereof shall be conclusive), the Trustees, and each of them alone, shall have full right, power and authority to deal with any trust property held by them as Trustees hereunder, with the same force and effect as though such trust property were individually owned by them; and without limiting the generality of the foregoing, the Trustees, and any of them acting alone, shall have full right, power and authority to (i) execute and deliver any and all instruments, such as deeds, mortgages, security instruments, guaranties, leases and the like with respect to the trust property, as the Trustees shall from time to time determine; (ii) purchase or otherwise acquire title to the trust property; (iii) rent, lease or hire from others any property or rights to property, real or personal, and to own and hold such property and such rights, real or personal; (iv) borrow money and to execute and deliver notes or other evidence of such borrowing with respect to the trust property, or guaranty the indebtedness of third persons; (v) grant or acquire rights or easements with respect to the trust property; (vi) enter into agreements or arrangements for the use or occupation including, without limitation thereof, leases, subleases, licenses or concessions, with respect to the trust property or any part or parts thereof; and (vii) sell, convey, assign, mortgage or otherwise dispose of all or any part of the trust property;

(b) Any and all instruments executed by the Trustees, or any of them acting singly, may create obligations extending over periods of time, including periods extending beyond the date of any possible termination of this Trust;

(c) A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney;

(d) No person dealing with the Trustees, or any of them alone, shall be under any obligation to inquire as to the propriety of any action or omission by the Trustees, and such person shall be conclusively protected in assuming without further inquiry that any action taken by the Trustees,

and either of them alone, including the execution of any deed, note, mortgage, lease or other instrument, is valid and duly authorized hereunder; and

(e) The Trustees, or any of them alone, shall have the right to delegate to any person or persons (natural or corporate), authority to execute any and all instruments or take any and all other action which the Trustees are authorized and empowered so to do by the terms of this instrument.

5. Solely as between the Trustees on the one hand, and the beneficiaries on the other, it is understood and agreed that the Trustees shall:

(a) Execute only such instruments, including but without limitation, deeds, notes, guaranties, mortgages and leases of trust property, as the Trustees may from time to time be specifically directed by the persons who at the time may be the beneficiaries of the Trust;

(b) Take any such action with respect to the trust property as may from time to time be specifically directed by the beneficiaries;

(c) Do any such other things as the Trustees may be specifically authorized or specifically directed to do by the terms of this instrument; except that no Trustee shall be required to take any action which would, in the opinion of such Trustee, involve the Trustees in any personal liability unless the Trustees shall have first been indemnified to their satisfaction; and

(d) Execute only such instruments and take only such action as shall have been authorized and directed by the beneficiaries thereof.

The provisions of this Paragraph 5 shall be applicable only as between the Trustees on the one hand and the beneficiaries on the other; but the limitations set forth in this Paragraph 5 shall in no way derogate from the apparent authority conferred upon the Trustees, pursuant to the provisions of Paragraph 4 above, insofar as third persons are concerned.

PROVIDED, ALWAYS, that the Trustees shall have no power or authority, by virtue of any provision anywhere in this instrument contained or otherwise, either

A. To borrow money on the credit, or on behalf of the beneficiary or beneficiaries hereof or any of them personally, or to make any contract on behalf of, or binding on, the beneficiary or beneficiaries hereof or any of them personally, or to incur any liability whatever on behalf of, or binding on, the beneficiary or beneficiaries hereof or any of them personally, or otherwise to bind the beneficiary or beneficiaries hereof or any of them personally; or

B. To maintain a bank account, collect or receive rent or other payments, make disbursements or pay bills, distribute income or other property, maintain books, own other assets other than as nominee, or to engage in any activity which would subject this Trust to Massachusetts or Federal taxation; it being expressly provided that any provision anywhere in this instrument contained which may be construed as contrary to this clause shall be null and void and of no effect whatsoever.

6. This Trust shall be terminated at any time by the beneficiary (or, if more than one, by beneficiaries owning more than seventy-five (75%) percent of the beneficial interest in this Trust, by notice in writing to the Trustees, signed and duly acknowledged, provided such termination shall be effective only when a certificate thereof, signed by the Trustees, shall be recorded with the Registry; but

in no event shall the trust hereby created last beyond the earlier of the expiration of the period of ninety (90) years from the date hereof or termination by action of the beneficiary. Upon such termination, the Trustees 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 beneficiary or beneficiaries hereof (as tenants-in-common) in proportion to their respective beneficial interests if more than one; or as otherwise directed by all of the beneficiaries if more than one.

7. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry, a copy prior thereto having been furnished to each then beneficiary hereunder and all remaining Trustees. The then beneficiaries shall have the right to appoint a succeeding Trustee or remove any then Trustee by a writing signed and acknowledged by all of such beneficiaries. Such appointment or removal may be evidenced either by: (i) a certificate signed by the persons who, in such certificate, represent and warrant that they are all of the then beneficiaries hereof, which certificate shall be filed with said Registry, or (ii) a certificate of the continuing Trustees or the newly designated Trustee that such appointment or removal has been effected by all of the then beneficiaries hereof and in the case of an appointment, the acceptance in writing by the Trustee (or Trustees) appointed which certificate shall be filed with said Registry; and the facts set forth in either such certificate shall be conclusive and may be relied upon by all third persons thereafter dealing with this Trust.

Upon appointment of any new or succeeding Trustee, title to the trust property and all portions thereof shall thereupon be vested in said new or succeeding Trustee, jointly with the remaining Trustees, if any, without the necessity of any conveyance or instrument. Each new or succeeding Trustee shall have all of the rights, powers, authority, and privileges as if named as an original Trustee hereunder; and no Trustee, original or successor, shall be required to furnish any bond or surety or other security for the performance of any of his duties hereunder.

8. This Declaration of Trust may be amended from time to time by an instrument in writing, signed by beneficiaries owning One Hundred (100%) of the beneficial interest in this Trust and by the then Trustees hereof; provided that such amendment shall not be effective until a certificate of such amendment, signed and acknowledged either (i) by the then Trustees hereof or (ii) by the persons who, in such certificate, represent and warrant that they are all of the then beneficiaries hereof, is filed with the aforesaid Registry, which certificate shall conclusively establish such amendment.

9. The Trustees hereunder shall not be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust, and not for the acts, receipts, neglects or defaults of any other Trustee, or any person employed by him, nor of any bank, trust company, broker or other person with whom or into whose hand any monies or other things of value may be deposited or come, nor for any defect in title of any property acquired. Subject to the provisions of this Paragraph 9, the Trustees hereunder shall be entitled to indemnity out of the assets of the Trust against liability incurred in the execution of the terms and provisions hereof.

No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser or lender shall be under any liability to see 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.

Every agreement, lease, deed, mortgage or other instrument executed by all the Trustees, acting together, or executed by any one Trustee shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of the delivery thereof, this Trust was in full force and effect and that the execution and delivery thereof was duly directed by the beneficiaries.

Any person dealing with the trust property or the Trustees may always rely, without further inquiry, on a certificate signed by any person(s), appearing from the records of said Registry, to be a Trustee hereunder as to who are the Trustees or the beneficiaries hereunder, or as to the authority of the Trustees to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustees, or which are in any other manner germane to the affairs of this Trust.

10. Any person contracting or otherwise dealing in any manner with the Trustees or any of them alone or any agent or representative of the Trust, having any debt, judgment or claim of whatever nature against the Trustees, Trust, Trust Estate or beneficiaries or any of them shall look only to the funds and property of this Trust for payment or satisfaction, and shall not hold responsible any Trustee individually nor any beneficiary of said Trust. No Trustee, beneficiary, agent, employee or representative of this Trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, judgment, decree, or any other obligation that is or may otherwise become due or payable arising out of or in connection with the Trust Property or the conduct of the business in this Trust. In every contract and instrument made or executed by the Trustees, reference shall be made to this Trust, and by such reference a provision shall be deemed included therein that the same is executed by the Trustees with the express understanding and agreement that nothing therein contained shall be construed as creating any personal liability or obligation on the part of the Trustees or the Beneficiaries and that every person now or hereafter claiming any right or security under any such instrument shall look solely to the Trust property for the payment thereof and the enforcement of any lien thereby created or the enforcement of any covenant, condition, obligation or agreement contained therein.

11. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include females and words denoting persons include individuals, firms, associations, companies, trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. Nothing contained in this Trust is to be construed in any way whatsoever to allow the Trustees to own other assets other than as nominee hereunder. It is the further intent of all parties that this is not to be considered as a business or commercial trust and that the Trustees are not to conduct any business enterprise or carry on any profit-making activity. This Trust is merely to hold title to the trust property and to protect and conserve the trust property by signing deeds, leases, notes or other necessary documents and to otherwise act as directed by the beneficiaries.

All the trusts, powers and provisions herein contained shall take effect and be construed in accordance with the law of the Commonwealth of Massachusetts.

[This Page Ends Here – Signature Page Follows]

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which counterpart copies shall collectively be deemed one instrument for all purposes, as of the date and year first written above.

MIDDLESEX AVE 76 REALTY TRUST

By: [Signature]
Richard L. Tuck, Trustee

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 22 day of December, 2016 before me, the undersigned notary public, personally appeared Richard L. Tuck, proved to me through satisfactory evidence of identification, which was ☐ a State driver's license or ☐ personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose individually and as Trustee of Middlesex Ave 76 Realty Trust.



[Signature]
Notary Public
My commission expires: 01/04/2019

Doc 017502

Southern Middlesex Land
Registry District

RECEIVED FOR REGISTRATION

On: Dec 27, 2016 at 03:05P

Document Fee 225.00

Receipt Total: \$300.00

NOTED ON: CERT 166527 BK 00962 PG 177

ALSO NOTED ON:

