

13

DECLARATION OF TRUST OF
THE MEADOW CREEK HOMEOWNERS TRUST

Meadow Creek, LLC (the "Declarant"), a Massachusetts limited liability company, by Deeds recorded at the Middlesex North Registry of Deeds (the "Registry") in Book 11999 Pages 211, 213, 218 and 222, is the owner of that land (the "Property"), shown on plans entitled: "Definitive Subdivision Plan Set Residential Golf Course Planned Development Meadow Creek Dracut, Massachusetts dated April 16, 2001, revised November 29, 2002" by Meisner Brem Corporation, recorded with Middlesex North District Registry of Deeds in Plan Book 211, Plan 83 (the "Plans"). The Declarant is about to, or will in the future, convey that portion of the Property described hereinafter in Article I to Frederick P. Fahey as he is the Trustee of the Meadow Creek Homeowners Trust (the "Trust").

WHEREUPON, said Frederick P. Fahey agrees, for himself and his successors in trust (individually and collectively, the "Trustees") to hold, manage, administer and dispose of such property in accordance with the terms of this instrument:

ARTICLE I

The property which is the subject of this Trust shall be all of the Common Facilities hereinafter described which form a portion of the Property and which is conveyed to the Trust by the Declarant in one or more deeds or other instruments of conveyance to be recorded at the Registry.

The phrase "Common Facilities" shall include the following:

- (i) sewerage station(s) including gas, water, electric and telephone connections to it and mechanical facilities and utilities attached to it, including, but not limited to the generator, pumps, valves, switches, control panels and alarms and all force mains ejecting into or out of the station(s). Said pumping station(s) is to be constructed on a utility easement located on Golf Course Parcel B as shown on Sheet DS-1 of the Plans;
- (ii) the fee interest in Parcels A-K as shown on Sheets SM-1-SM-3 of the Plans, together with the stormwater management facilities constructed or to be constructed thereon;
- (iii) the fee interest in all streets as shown on Sheet IN-2 of the Plans, together with the roads, improvements, utilities, street lights and infrastructure constructed or to be constructed thereon;
- (iv) the fee interest in Open Space Parcel X as shown on Sheets DS-4 and DS-10 of the Plans, which shall, at all times, remain as an undeveloped open space parcel;
- (v) the fee interest in Parcel N as shown on Sheets DS11 and DS12 of the Plans, which shall, at all times, be maintained as a wetlands replication area; and

Box 110



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- (vi) any other land or property which the Declarant may convey to the Trust by deed or other conveyance recorded at the Registry.

ARTICLE II

Section 2.1. The beneficiaries of this Trust (the "Beneficiaries" or a "Beneficiary") shall be the Owners of all Lots at the Property, as such terms are defined in the Declaration of Covenants and Restrictions for the Meadow Creek Residential Golf Course Planned Development dated May, 2003 and recorded herewith (the "Declaration"). All capitalized terms used herein, that are not otherwise defined herein, shall have the meanings set forth in the Declaration. Consistent with Section 2.4 below, a Person shall become a Beneficiary automatically upon becoming an Owner and shall cease to be a Beneficiary automatically upon ceasing to be an Owner. By acceptance of the deed to said Lot, the Owner agrees to be bound by all of the terms of this Trust, any rules and regulations promulgated hereunder, and the Declaration.

Section 2.2. The beneficial interest in the Trust shall be divided among the Owners in proportion to the number of Lots owned by each.

Section 2.3. The beneficial interest appertaining to each Lot shall be held and exercised as a unit and shall not be divided among several Owners of any such Lot. To that end, whenever any of the Lots are owned by more than one Person, the several Owners of such Lot shall (a) determine and designate which one of such Persons shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Lot hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all the record Owners of such Lot. Any such designation shall take effect upon receipt of the notice thereof by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of such notice of designation, the Trustees may designate any one such Owner for such purposes.

Section 2.4. The undivided beneficial interest in this Trust appertaining to each Lot shall not be separated from ownership of the Lot and shall be deemed conveyed or encumbered with the Lot even though such interest is not expressly mentioned or fully described in the conveyance or other instrument.

Section 2.5. It is hereby expressly declared that a Trust, and not a general partnership, limited partnership, joint venture or other association, has been created by this instrument and that the Owners are the BENEFICIARIES, and not partners or associates between themselves with respect to the Trust property, and hold no relation to the Trustees other than Beneficiaries, with only such rights as are conferred upon them as such Beneficiaries hereunder.

ARTICLE III - TRUSTEES

Section 3.1 Successor Trustees

Until the Takeover Event, the Declarant shall be able to appoint or remove any successor Trustees, and during this period the Trustees may consist of as few as one Trustee. The "Takeover Event" shall occur at the earlier of (a) 120 days after acceptance of all roads within the Property by the Town of Dracut, or (b) ten years from the recording of this Trust or (c) any date specified by the Declarant in writing to the Trustees, whichever shall first occur.

Thereafter, there shall be at least three Trustees, but not more than five, such Trustees being elected by a vote of the Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder. The Trustees after the Takeover Event shall at all times be Owners. If, and whenever, the number of Trustees shall become less than three, or less than the number of Trustees determined by the last vote of the Owners, such vacancies shall be filled by a vote of the Owners as aforesaid, each vote of the Owners appointing a Trustee or Trustees shall be evidenced by an instrument signed in writing by the Clerk of the Trustees that the Owners holding no less than fifty-one percent (51%) of the beneficial interest hereunder, and the appointment of the Trustee or Trustees shall become effective upon the recording of said instrument and an instrument evidencing the acceptance of such appointment signed and acknowledged by the person(s) so appointed Trustees with the Registry. Upon the appointment of any succeeding Trustee, such succeeding Trustee shall have the rights, powers, authority and privileges as if named as an original Trustee hereunder.

Section 3.2. Resignation or Removal of Trustees

Any Trustee may resign or be discharged from the Trusts hereof at any time by an instrument in writing signed and acknowledged in the manner required in Massachusetts for acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with the Registry. By a vote of the Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder, any Trustee (except Trustees before the Takeover Event who may only be removed by the Declarant, its successors and assigns) may be removed with or without cause, and the vacancy among the Trustees caused by such removal shall be filled in the manner provided in Section 3.1 above. Such removal shall become effective upon the recording with the Registry of a Certificate of Removal signed by the Clerk of the Trustees.

Section 3.3. No Bond Required

No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as a successor to or a substitute for another, shall be obliged to give any bond or other security for the performance of any of his duties hereunder; except, after the Takeover Event, if by a majority vote at a duly called Owners meeting, said Trustees are required to be bonded, they shall immediately do so, said costs being a Common Expense.

Section 3.4. Meetings of Trustees

Meetings of the Trustee may be called by any Trustee (if there be no more than three then in office) or by any two Trustees (if there be more than three then in office) or in such other manner as the Trustees may establish; provided, however, that notice of each such meeting, stating the place, day and hour thereof shall be given at least three (3) days before such meeting to each Trustee, unless such notice shall be waived in writing either before or after the meeting by those Trustees not so receiving it. A majority of the number of Trustees, or a single Trustee, if there be only one, then in office shall constitute a quorum at all meetings of Trustees and such rules the Trustees may adopt. Unless otherwise provided by the Trustees in such rules, all action by the Trustees shall be by majority vote of a quorum thereof. Any action required or permitted to be taken at any meeting of the Trustees may be taken without a meeting if all the Trustees consent to the action in writing and the written consents are filed with the records of the meeting of Trustees.

Section 3.5. Meetings of Owners

Meetings of the Owners may be called at any time by the Trustees and shall be called by them upon the written request of Owners holding more than twenty-five percent (25%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Owners at least seven (7) days prior to the date so designated. Whenever Trustees deem it necessary or appropriate, the notice sent to Owners shall specify the matters to be discussed at said meeting. Meetings of Owners shall be conducted in accordance with such rules as the Trustees may adopt.

Section 3.6. Trustee Remuneration

No Trustee shall receive remuneration for his services unless he shall be appointed as Manager in accordance with the provisions of ARTICLE V below; provided, however, that if approved by a vote of the Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder, a Trustee may receive reasonable remuneration for extraordinary or unusual service, legal or otherwise, rendered by him in connection with the Trust hereof.

Section 3.7. Limitation on Disqualification of Trustee
Dealing

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Owners as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into with respect to this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 3.8. Limitation of Trustees Liability

No Trustee shall be liable to the Trust or to any Trustees for any act or omission of any other Trustee, officer or agent of the trust or be held to any personal liability whatsoever in tort, contract or otherwise in connection with the affairs of this Trust except only that arising from his own wilful malfeasance, bad faith, gross negligence, or reckless disregard of duty.

Section 3.9. Indemnification of Trustees Liability

Any person made a party to any action, suit or proceeding or against whom a claim or liability is asserted by reason of the fact that he, his testator or intestate was or is a Trustee of the Trust or active in such capacity on behalf of the Trust shall be indemnified and held harmless by the Trust against judgments, fines, amounts paid on account thereof (whether in settlement or otherwise) and reasonable expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense of such action, suit, proceeding, claim or alleged liability or in connection with any appeal therein, whether or not the same proceeds to judgment or is settled or otherwise brought to a conclusion; provided, however, that no such person shall be so indemnified or reimbursed for any claim, obligation or liability which arose out of the Trustee's wilful malfeasance, bad faith, gross negligence or reckless disregard of duty; and provided further, that such person gives prompt notice thereof, executes such documents and takes such action as will permit the Trust to conduct the defense or settlement thereof and cooperates therein. The cost of such indemnification shall be charged to all the Owners as a Common Expense. The rights accruing to any person under these provisions shall not exclude any other right to which he may be lawfully entitled, nor shall anything contained herein restrict such right of a Trustee to contribution as may be available under applicable law.

ARTICLE IV - DUTIES AND POWERS OF TRUSTEES

Section 4.1. General Duties

The Trustees shall have the duty of managing, maintaining and controlling the Common Facilities and all improvements made thereto, including, without limitation, operating, maintaining, repairing and replacing the Common Facilities in order to assure compliance of such Common Facilities with all permits, approvals, licenses, statutes and regulations issued by any municipal, state or federal governmental authorities and administering the Declaration for the benefit of the Beneficiaries and to this end shall have, hereinafter specified, the following powers:

(i) To appoint and remove at pleasure the Reviewer and all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in this Trust shall be construed to prohibit the employment of any Owner or Trustee in any capacity whatsoever. The names of any officers so appointed or removed shall be recorded at the Registry.

(ii) To establish, levy and assess, and collect general and special assessments for common expenses referred to in Article VI hereof. The Trustees shall have the duty to take such action as

they may deem reasonably required under the circumstances to collect from Owners who fail to pay such assessments within thirty (30) days of the due date or within such shorter period of time as may be determined by the Trustees, including without thereby limiting the generality of the foregoing, the commencement of legal action.

(iii) To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Facilities and to assure compliance with all permits, approvals, licenses, statutes and regulations issued by any municipal, state or federal governmental authorities.

(iv) To obtain all policies of insurance required by this Trust and such other insurance as may be required by law or as the Trustees may from time to time determine.

(v) To obtain any legal, accounting, administrative and other services deemed advisable by the Trustees, to whom the Trustees may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, accountants and other advisors hired by them and shall be protected in so doing.

(vi) To adopt, amend, modify and rescind from time to time and enforce the Declaration and any rules and regulations governing the use of the Common Facilities and the personal conduct of the Owners and their customers, clients, and tenants thereon. These rules and regulations shall be binding upon all Owners and residents of the Lots, unless and until they shall be modified or rescinded, but only after the Takeover Event, by vote of the Owners holding no less than fifty-one percent (51%) of the beneficial interest in this Trust.

(vii) To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Owners at the annual meeting of the Owners.

(viii) To purchase, or otherwise acquire title to or an interest in, sell, and otherwise maintain, manage, hold, use, and encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Common Facilities.

(ix) To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions for Owners and to prepare periodic financial reports and accountings as may be reasonably required by the Owners.

(x) To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Owners personally.

(xi) To establish committees from among the Trustees and/or the Owners, define their powers and duties, and appoint and remove their members.

(xii) To grant easements and rights with respect to utilities to be installed in, upon, under or over the Common Facilities and to enter into such agreements and undertakings as shall be necessary therefore, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the intended use of the Common Facilities.

(xiii) To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Facilities, and to execute, acknowledge and register such instruments and plans identifying such easements as the Trustees deem necessary or desirable.

(xiv) To sign, seal, acknowledge, deliver and register in any one or more public offices or places of registering all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

(xv) To assess the cost of repair and/or replacement to any Owner causing an obstruction of the Common Facilities.

(xvi) To take such steps, including the expenditure of funds, to protect and preserve the Common Facilities.

(xvii) To collect from persons, other than Owners, who have been permitted by the Declarant or the Trustees to tie into and utilize the sewage system comprising a portion of the Common Facilities, such persons' fair share of the operating costs and expenses of such sewage system, such fair share to be established by metering, or if metering is impractical, by some other mechanism for allocating costs based upon estimated pro-rata usage.

Section 4.2. Taxes and Municipal Assessments

The Trustees shall pay all real estate taxes and other municipal assessments in connection with the ownership, operation and control of the Common Facilities and improvements thereon, and such taxes and assessments shall be charged to all the Owners as Common Expenses.

Section 4.3. Insurance

The Trustees shall obtain and maintain policies of (a) comprehensive public liability, (b) casualty and physical damage insurance, and (c) Workman's Compensation insurance, as appropriate, naming "Trustees of the Meadow Creek Homeowners Trust as Insurance Trustees for the benefit of the Meadow Creek Homeowners Trust", prior to any repair being commenced on the Common Facilities. The cost of obtaining and maintaining such insurance agreements shall be charged to all the Owners as Common Expenses. Each Owner shall provide that the comprehensive public liability on his Lot shall cover his liability resulting from his beneficial interest in the Common Facilities.

ARTICLE V - APPOINTMENT OF A MANAGER

The original Trustees or a majority of the successor Trustees may recommend to the Owners that a Manager be hired to manage and maintain the Common Facilities and improvements thereon and shall, in such recommendation, state the proposed terms of employment and the cost thereof. If approved by Owners holding no less than seventy-five percent (75%) of the beneficial interest hereunder, such Manager shall be hired upon the terms proposed and approved, and the cost of his services shall be charged to all the Owners as a Common Expense.

ARTICLE VI - ASSESSMENT FOR COMMON EXPENSES

Section 6.1. By becoming Beneficiaries of this Trust, the Owners agree to pay the Common Expenses of the Trust. These expenses shall be assessed against each Owner in proportion to his beneficial interest in the Trust and shall be payable within thirty days. Interest on amounts remaining unpaid after thirty (30) days shall accrue at the rate of 18% per annum. The Owner shall also be responsible for all attorneys fees and costs in any action to collect past due Common Expenses.

THE DECLARANT WILL BE RESPONSIBLE FOR ITS PRO-RATA SHARE OF COMMON EXPENSES UNTIL THE TAKEOVER EVENT.

NOTWITHSTANDING THE ABOVE, FOLLOWING THE TAKEOVER EVENT, THE DECLARANT WILL NOT BE RESPONSIBLE FOR THE COMMON EXPENSES FOR ANY LOT THAT IS NOT SOLD OR RENTED. NOTWITHSTANDING THE ABOVE, THE DEVELOPER WILL NOT BE RESPONSIBLE FOR THE COMMON EXPENSES FOR ANY LOT THAT IS NOT BUILDABLE.

The Trustees shall, on or about the commencement of each fiscal year of the Trust, estimate the Common Expenses to be incurred by the Trust during such forthcoming year and assess each Owner as aforesaid for such estimated expenses. It is anticipated that annual estimated assessments will be due and payable by February 1 of each year. The estimated Common Expenses for 2003 is \$360 per Lot. In the event the actual Common Expenses incurred by the Trust exceed such estimated expenses, supplemental assessments may be made by the Trustees as aforesaid. THAT PORTION OF AN OWNER'S SHARE OF THE COMMON EXPENSES REMAINING UNPAID THIRTY (30) DAYS AFTER THE DATE STIPULATED FOR PAYMENT THEREOF, ALONG WITH ANY INTEREST AND COSTS ACCRUING THEREON, SHALL CONSTITUTE A LIEN UPON HIS LOT AND ALL IMPROVEMENTS THEREON. This lien shall take effect without the necessity of recording a notice thereof with the Registry and shall binding on all subsequent Owners.

At the end of each fiscal year of the Trust, the Trustees shall render a written account to each Owner of the receipts of and disbursements made by the Trust during said year. Upon request, the Trustees shall issue a certificate that no lien for Common Expenses exists on any specified Lot in a form recordable at the Registry.

Section 6.2. Foreclosure of Liens and Subordination to Mortgages

The liens provided for in Article VI, Section 6.1 above may be enforced in case of non-payment when due, by sale of the premises subject thereto, in the manner provided by law for the foreclosure of mortgages containing a power of sale, provided that notice of the commencement of such proceedings or an affidavit of such sale, is filed or recorded in the Registry within two years of the date on which payment is due.

The liens provided for herein shall be subordinate to the lien of any Mortgage given by the Owner of any Lot; provided, however, that any such Mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming under them, shall hold such Lot subject to the obligations and liens set forth in Article VI, Section 6.1 which have accrued after sale or possession.

Section 6.3. Reserve Funds

The Trustees shall, to the extent they deem advisable, set aside Common Funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, or, for repair or restoration of the Common Facilities or improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

An initial funding of the Common Expenses Fund shall be made at the time of closing and each Owner shall pay into such fund a sum equal to the balance of any estimated Common Expenses from the date of closing through and including the remainder of the then current fiscal year.

ARTICLE VII - RIGHTS AND OBLIGATIONS OF THIRD
PARTIES DEALING WITH TRUSTEES

Section 7.1. Any contract, conveyance or other instrument signed by the original Trustees or a majority of the Successor Trustees shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all the Trustees. No person shall be bound to inquire concerning the validity of any sale thus purported to be made by the Trustees not be liable to see to the application of any monies paid.

Section 7.2 No recourse shall at any time be had under or upon any note, bond, contract, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees individually or against any such agent or employee, 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 nor the beneficiaries, present or future, shall be personally liable therefor.

Section 7.3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement whether oral or written, made, issued, or executed by the Trustees, 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 reference shall have been made to this instrument.

ARTICLE VIII - NOTICE TO LOT OWNERS

Every notice to an Owner required under the provisions hereof or other communication which may be deemed by the Trustees to be necessary or desirable in connection with the execution of this Trust or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice or communication shall be given by one or more of the Trustees to such Owner by leaving such or mailing it postage prepaid and addressed to such Owner at his address as shall appear on the records of the Trustees.

ARTICLE IX - BANKING

The Trustees shall constitute as a depository for Trust funds, such bank or trust company as the Trustees shall from time to time select. 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 two (2) Trustees or by one Trustee if there is only one, or by any Manager to whom such power at any time or from time to time be delegated by not less than a majority of the Trustees.

ARTICLE X - FISCAL YEAR

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

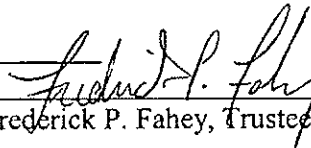
ARTICLE XI - AMENDMENT

This Trust may be amended from time to time by an instrument in writing signed by Owners holding at least two-thirds (2/3) of the beneficial interest hereunder, provided, however, that no amendment shall be made to this Article and Articles I, II, VI, and XII, and provided further that no amendment shall (a) abridge the limitation on Trustee liability or a Trustee's right to indemnification hereunder, or (b) provide that any Owner action may be take by a vote of Owners holding less than fifty-one percent (51%) of the beneficial interest hereunder, or that improvements, the cost of which are to be charged as a Common Expense, be authorized by vote of Owners holding less than eighty percent (80%) of the beneficial interest hereunder. Amendments to this Trust shall not take effect until the instrument of amendment shall be recorded in the Registry. No amendment which would result in the violation of any permit or approval granted by any municipal, state or federal agency shall be effective unless approved by such agency.

ARTICLE XII - TERMINATION

This Trust shall terminate automatically if the Town of Dracut accepts ownership of all of the Common Facilities. This Trust may also be terminated by an instrument in writing signed by Owners holding no less than eighty percent (80%) of the beneficial interest hereunder at a meeting duly called for such purpose with not less than seven (7) days written notice to all Owners, provided, however, that on or before the date set for termination (a) written consent to the termination are obtained from the holders of all liens upon the Common Facilities and any of the Lots and (b) a substitute form of owners association is established and existing to assume the maintenance and management of the Common Facilities and all improvements thereto. If the above prerequisites for termination of the Trust are satisfied, on the date set for such termination, the Trustees shall by deed(s) duly executed by a majority of their number convey the Common Facilities and improvements thereon to the said substituted form of owners' association. Termination pursuant to this Article shall become effective upon the recording with the Registry of the aforementioned instrument signed by the Owners authorizing termination, the consents of the lien holders and the appropriate Trustee deed(s).

IN WITNESS WHEREOF, the said Frederick P. Fahey, Trustee, has hereunto sets his hand and seal on this 23rd day of December, 2003.



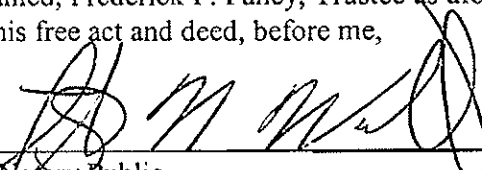
Frederick P. Fahey, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

December 23, 2003

Then personally appeared the above-named, Frederick P. Fahey, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

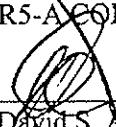


Notary Public
My Commission Expires: 4/28/06

LR5-A Limited Partnership, a Massachusetts limited partnership, present holder of a certain Mortgage and Security Agreement on property located at Broadway, Richardson Road, Jones Avenue and Old Proprietors Road, Dracut, Middlesex County, Massachusetts (the "Premises") from Meadow Creek, LLC to LR5-A Limited Partnership dated August 16, 2001 and recorded

with the Middlesex County Registry of Deeds at Book 11999, Page 229 as amended by a certain Amendment to Mortgage dated June 1, 2003 and recorded with said Registry in Book 15430, Page 21 ("Mortgage1") and Mortgage and Security Agreement on property located at the Premises from Meadow Creek, LLC to LR5-A Limited Partnership recorded on May 30, 2002 with the Middlesex County Registry of Deeds at Book 13149, Page 170 as amended by a certain Amendment to Mortgage and Security Agreement dated June 1, 2003 and recorded with said Registry in Book 15430, Page 27 ("Mortgage2") and Mortgage and Security Agreement on property located at the Premises from Meadow Creek, LLC to LR5-A Limited Partnership recorded on October 3, 2002 with the Middlesex County Registry of Deeds at Book 13737, Page 9 ("Mortgage3") (Mortgage1, Mortgage2, and Mortgage3 collectively referred to as "Mortgages"), hereby consents to the foregoing Declaration of Trust and subordinates the Mortgages to the terms thereof.

LR5-A LIMITED PARTNERSHIP
BY: LR5-A CORP., its General Partner

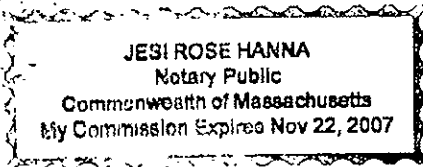
BY: 
David S. Allen
President


THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

December 12, 2003


Then personally appeared the above-named David S. Allen, the President of LR5-A Corp. acknowledged the foregoing instrument to be the free act and deed of said corporation and said limited partnership, before me,




Notary Public
My commission expires:

J. P. Brown & Sons Co., a Massachusetts corporation, present holder of a certain Mortgage and Security Agreement on property located at Broadway, Richardson Road, Jones Avenue and Old Proprietors Road, Dracut, Middlesex County, Massachusetts (the "Premises") from Meadow Creek, LLC to J. P. Brown & Sons Co., dated June 9, 2003, and recorded with the Middlesex County Registry of Deeds at Book 15430, Page 29 (the "Mortgage"), hereby consents to the foregoing Declaration of Trust and subordinates the Mortgage to the terms thereof.

J. P. BROWN & SONS CO

By: 
President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

December 2, 2003

Then personally appeared the above named Raymond G. Brown, the Pres. of J. P. Brown Co and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me.

Notary Public James W. Howe Jr
My commission expires: 12/01/06

END OF DOCUMENT

Richard P. Howe Jr