



Massachusetts Business Trust

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DECLARATION OF TRUST

[NAME] TRUST

THIS AGREEMENT AND DECLARATION OF TRUST made at [CITY], _____ county, Commonwealth of Massachusetts, on [DATE], by and among [LIST TRUSTEES] (hereinafter, along with any successor or additional Trustee or Trustees appointed hereunder, collectively referred to as the “**Trustees**”), and such persons as may become parties hereto by the acceptance of certificates of transferable shares of beneficial interest issued hereunder (hereinafter, sometimes referred to as the “**Stockholders**”).

RECITALS

WHEREAS, the Trustees desire to create a Massachusetts business trust with transferable shares under Massachusetts General Laws, Chapter 182, as amended, to carry on such general business activity as they deem proper for the Stockholders; and

WHEREAS, it is proposed that the Trustees manage in the manner hereinafter stated such capital and other property which they may hereafter acquire as Trustees; and

WHEREAS, it is proposed that the beneficial interest in the Trust shall be divided into transferable Shares of Beneficial Interest evidenced by certificates therefor, which Shares of Beneficial Interest shall be further divided into [Class A Voting] Shares and [Class B (Non Voting)] Shares (the Class A Voting Shares and Class B (Non Voting) Shares are collectively referred to as the “**Shares of Beneficial Interest**” and the Stockholders shall refer to holders of Class A Voting Shares and/or Class B (Non Voting) Shares, unless otherwise specifically provided), all as hereinafter provided.

DECLARATION

NOW, THEREFORE, the Trustees hereby declare and the parties hereto hereby agree as follows:

The Trustees shall hold all money and other property now or hereafter acquired by them as Trustees, whether transferred by subscribers for the issuance of shares hereunder or otherwise by any person, together with the proceeds and profits thereof, in trust to conduct such general business and related activities as they deem proper for the benefit of the Stockholders, including, but not limited to, directly or indirectly, owning, acquiring, investing in, buying, selling, trading, and otherwise dealing in and/or with interests in one or more other entities; acquiring, by purchase, sale, mortgage, lease, pledge, or in any other way owning, acquiring, investing in, buying, selling, trading, and otherwise dealing in and/or with any property of any kind and nature (whether real or personal, tangible or intangible); and engaging in any other business which the Trustees deem necessary, appropriate, or advisable to the conduct of the business, all upon the following terms:

1. Name of Trust and Location. All acts of the Trustees relating to this Trust may be done under the name of [COMPANY NAME] Holding Trust, or such other name or names as the Trustees may from time to time adopt.

The mailing address of this Trust shall be [ADDRESS], and the principal place of business of this Trust shall be [ADDRESS] or such other place as the Trustees by the Vote of the Trustees (as hereinafter defined) may determine from time to time.

2. Trustees. The following provisions shall apply to the Trustees serving under this Trust Agreement:

a. Number and Tenure. There shall be at all times NUMBER (___) Trustees of this Trust. It is hereby acknowledged that the NUMBER (___) initial Trustees are and shall be [LIST NAMES]. Each person serving as Trustee hereunder shall remain in office during his or her lifetime, except that any Trustee's tenure may be sooner terminated by such Trustee's resignation or removal as provided herein.

b. Resignation of Trustees. Any Trustee hereunder may resign by an instrument in writing delivered to the remaining Trustees, or, if there are no remaining Trustees, then to each of the Stockholders.

c. Removal of Trustees. Any Trustee hereunder may be removed and a successor Trustee appointed in such Trustee's stead upon being adjudged incompetent by a court of proper jurisdiction, or upon the written consent of the holders of not less than two-thirds (2/3) in interest of the Class A Voting Shares of Beneficial Interest then issued and outstanding, and acknowledged by one or more of them.

d. Succession of Trustees. If for any reason a vacancy occurs in the office of Trustee, such vacancy shall be filled in accordance with the provisions of this subparagraph d, and, notwithstanding anything to the contrary, until such successor Trustee is appointed, no action by the Trustees requiring the Vote of the Trustees or the unanimous consent of the Trustees shall be taken by the remaining Trustees. In the event of a vacancy in the office of Trustee, the order of succession of Trustees shall be as follows:

i. [TRUSTEE NAME]. If [TRUSTEE NAME], or a successor Trustee (whether immediate or remote) appointed to fill a vacancy in the office of Trustee held by [TRUSTEE NAME] should fail or cease to serve as Trustee, the successor Trustee appointed to fill such vacancy shall be such person as shall be designated in a writing signed and acknowledged by not less than one half (1/2) in interest of the Class A Voting Shares of Beneficial Interest held (whether individually or in trust).

ii. [LIST ADDITIONAL TRUSTEES, IF ANY].

e. Effect of Appointment of Successor and Additional Trustees. Upon the appointment of successor or additional Trustees, the title of the Trust estate shall thereupon and without the necessity of any conveyance be vested in said successor or additional Trustees jointly with the remaining Trustees, if any. Any successor or additional Trustees shall have all the same

rights, powers, authority and privileges as the original Trustees hereunder. No Trustee shall be required to furnish bond, security or surety in any form.

f. Meetings of the Trustees. No regular meetings of the Trustees need be held. Meetings may be called by the president or clerk, if either of these be appointed, or by any Trustee, by seven (7) days written notice specifying the place, time, and, if any, anticipated matters to be acted upon.

g. Actions by Trustees. The Trustees may act with or without a meeting. Unless specifically provided otherwise in this Declaration or in any amendment hereto, any action of the Trustees may be taken at a meeting by the Vote of the Trustees or without a meeting by a written consent signed by all of the Trustees.

h. Vote of the Trustees. For purposes of this Declaration of Trust, the "Vote of the Trustees" shall mean the written consent or approval of a majority (in number) of the Trustees who are then in office.

i. Delegation. Notwithstanding anything herein to the contrary, the Trustees may, by a written consent signed by all of the Trustees who are then serving and filed with the records of the meetings of the Trustees, delegate to any one or more of their number the power to act unilaterally on behalf of the Trust in any respect in which the Trustees are hereunder empowered to act without further notice to or consent of any other Trustee, including, without limitation, the power to sign checks drawn on any bank account of any trust, to execute deeds, contracts, leases, agreements, or any other legal documents, to make deposits in and withdrawals from any savings or similar bank account of any trust, or to perform any other legal acts for and on behalf of the Trustees. Any authorized action taken by a Trustee so delegated shall be sufficient to bind the Trust and the Trustees with respect thereto. The Trustees may also designate an agent who is not a Trustee to perform any ministerial or administrative acts on their behalf.

3. Powers.

a. General Responsibilities and Authority. Consistent with the duties and obligations of, and limitations on, the Trustees as set forth herein and under the laws of the Commonwealth of Massachusetts, the Trustees are accountable to the Stockholders as fiduciaries and are required to perform their duties in good faith and in a manner each Trustee believes to be in the best interest of the Trust and its Stockholders, with such care, including reasonable inquiry, as a prudent person in a like position would use in similar circumstances.

Subject to the provisions of this Agreement, the Trustees shall have, without further or other authorization, and free from any power or control on the part of the Stockholders, full, absolute and exclusive power, control, management and authority over the Trust estate and over the business and affairs of the Trust to the same extent as if the Trustees were the sole owners thereof in their own right. The Trustees shall have the power to enter into commitments to make any investment, purchase or acquisition, or to exercise any power authorized by this Agreement and Declaration of Trust.

Any construction of this Declaration or any determination made in good faith by the Trustees of the purposes of the Trust or the existence of any power or authority hereunder shall be conclusive. In construing the provisions of this Declaration, presumption shall be in favor of the grant of powers and authority to the Trustees. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid powers or the general powers or authority or any other specified power or authority conferred herein upon the Trustees.

b. Specific Powers and Authority. In the administration of the Trust, in addition to any powers or authority conferred by this Agreement or which the Trustees may have by virtue of any present or future statute or rule of law, the Trustees, acting by Vote of the Trustees (except as otherwise specified in this Agreement), shall have and may exercise at any time and from time to time, without any action or consent by the Stockholders, the following powers and authorities which may or may not be exercised by them in their sole judgment and discretion and in such manner and upon such terms and conditions as they may from time to time deem proper:

i. To purchase or otherwise acquire real or personal property, and to sell, exchange, mortgage, pledge, lease, or in any manner deal with the property of the Trust or any part thereof, or any interest therein (including, but not limited to, the assets of any entity owned by the Trust), upon such terms and for such considerations as they deem proper;

ii. To make such contracts as they deem expedient in the conduct of the business of the Trust.

iii. To borrow money to further the purposes of the Trust and/or to guarantee the obligations of or the repayment of the loans of other parties, and to pledge or mortgage any of the Trust property as security therefore, even though said pledge or mortgage may be for a period beyond the duration of the Trust.

iv. To loan money, with or without security, on such terms as they deem proper.

v. To receive or sue for all monies at any time becoming due to the Trust.

vi. To compromise or refer to arbitration or mediation or defend by legal action any claims against or rights of the Trust.

v. To receive or sue for all monies at any time becoming due to the Trust.

vi. To compromise, settle, or refer to arbitration or mediation or defend by legal action any claims against or rights of the Trust.

vii. To rely upon the opinion or advice of any persons deemed competent by the Trustees, to employ any person or persons, including Trustees, to perform services related to the conduct of the business of the Trust and the administration of the Trust, to confer upon such persons such powers and authority as the Trustees may deem expedient, and to pay such persons reasonable compensation for their services.

viii. To consent to, and participate in, any plan of reorganization, consolidation, merger or other similar plan, including the acquisition of interest in one or more other entities, and consent to any contract, lease, mortgage, purchase, sale or other action pursuant to such plan.

ix. To hold bonds, shares or other securities in bearer form, and to cause legal title to any Trust property to be held in the name of one or more nominees.

x. To determine whether and in what manner any item should be charged, credited and/or allocated to income and/or corpus.

xi. To do such other things and incur such other obligations as in their judgment will advance the purposes of the Trust.

[Notwithstanding anything to the contrary, if the Trustees have elected pursuant to Section 1361(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the “**Code**”), to treat any subsidiary of the Trust as a qualified subchapter S subsidiary (“**QSSS**”), any action by the Trustees which would terminate such subsidiary’s status as a QSSS shall require the unanimous written consent of all of the Trustees.]

4. Officers. The Trustees may appoint a president, treasurer, clerk, or any other officers they may deem useful or appropriate, and no such officer need be either a Trustee or a Stockholder. Any such officer, or any agent or employee of the trust shall have such powers, duties and responsibilities as the Trustees may deem advisable and shall be subject to removal at any time by the Trustees. All officers shall hold office for such period as may be determined by the Trustees and the Trustees shall fix the compensation of all officers. The Trustees and officers may receive reasonable compensation for their general services as Trustees and officers hereunder, and may be paid such compensation for special services as the Trustees, in good faith, may deem reasonable.

5. Protection of Persons Dealing with Trustees. A resolution of the Trustees authorizing a particular act shall be conclusive evidence in favor of strangers to the Trust that such act is within the powers of the Trustees. No license of court shall be requisite to the validity of any transaction entered into by the Trustees, and the Trustees shall have full power and authority to execute all deeds and other instruments necessary or proper to carry such transactions into effect. No purchaser, lender, or other person dealing with the Trustees shall be bound to see to the application of any money or other consideration paid, loaned or otherwise applied, pursuant to the order of the Trustees in the course of such dealings.

6. Protection of Trustees and Stockholders.

a. The entity established under this Declaration of Trust is a trust of the type commonly termed a Massachusetts business trust and governed by Chapter 182 of the Massachusetts General Laws, and is not a partnership. The relationship of the Stockholders to the Trustees is solely that of cestui que trustent, and neither the Stockholders nor the Trustees are

partners. Nothing shall prevent a Trustee, in his or her individual capacity, from also being a Stockholder.

b. No Stockholder shall be personally liable for any obligation or liability incurred by this Trust or by the Trustees, and the Trustees shall have no right of indemnity or exoneration against the Stockholders in respect thereof.

c. Subject to paragraph f. of this Section 6, no Trustee shall be personally liable for any obligation or liability incurred by this Trust or by the Trustees, and each Trustee shall be entitled to reimbursement and exoneration out of the Trust estate according to law.

d. The Trust estate alone shall be liable for the payment or satisfaction of all obligations and liabilities incurred in carrying on the affairs of this Trust.

e. Proceedings against this Trust may be brought against the Trustees as Trustees hereunder but not personally. The Trustees shall be parties thereto only insofar as necessary to enable such obligation or liability to be enforced against the Trust estate. In such proceedings, service of process upon one of the Trustees or upon any agent whom they have appointed for that purpose shall be sufficient.

f. No Trustee or officer shall be liable to this Trust or to the Stockholders except for such of his or her own neglects, defaults and acts which are committed in bad faith.

7. Records. The Trustees shall keep a record of all meetings of the Trustees and of the Stockholders and shall keep books of account showing the receipts and disbursements of the Trust estate. The Trustees shall prepare, as soon as practicable after the end of the Trust's fiscal year, a complete report of the business of the Trust during such year. The fiscal year of the Trust shall end on December 31st of each year. In addition, the Trustees shall maintain proper transfer books and a register of the names, addresses and Shares of Beneficial Interest of the Stockholders hereunder.

8. Legal Title. Legal title to all property belonging to the Trust shall be held either by the Trustees or in the name of a nominee, including a nominee trust. The Trustees shall have absolute control over the management and disposition of all property in which the Trust has an ownership interest, whether legal title is held by the Trustees or in the name of a nominee.

9. Beneficial Interest. The ownership of beneficial interest in the Trust shall be divided into [two (2)] Classes of transferable shares, which shall be evidenced by transferable share certificates without par value, known as "**Shares of Beneficial Interest.**" Such certificates shall give the holder thereof only an equitable interest in the Trust property in proportion to such Stockholder's beneficial interest in the Trust as represented by his or her holdings of certificates. The rights of a holder shall be limited to those specifically set forth in the certificate and in this Agreement.

a. Number and Series of Shares of Beneficial Interest. There shall be authorized (a) [NUMBER] (____) [Class A Voting] Shares of Beneficial Interest, without par value, and (b) [NUMBER] (____) [Class B (Non Voting)] Shares of Beneficial Interest, without par value. The

[Class A Voting] Shares and [Class B (Non Voting)] Shares shall be non-assessable. The [Class A Voting] Shares shall have the sole and exclusive right to vote for any matters for which the vote or approval of the Stockholders is required in the manner set forth in this Trust. Except as otherwise provided, the [Class B (Non Voting)] Shares shall not have any voting rights, but shall otherwise have the same interests, privileges and rights as the [Class A Voting] Shares.

b. Change in Number of Shares of Beneficial Interest. The Trustees may, with the Vote of the Trustees, authorize and issue additional Shares of Beneficial Interest from time to time in such amounts as they may determine, either for cash, services, property or other value, or by way of dividend or in exchange for other Shares of Beneficial Interest at the time outstanding, and at such prices and upon such terms as the Trustees may in their absolute discretion see fit; provided, however, that any issuance of additional shares which, by virtue thereof, would dilute the value of the Shares of Beneficial Interest already issued and then outstanding shall also require the unanimous written consent of the holders of the Class A Voting Shares. The Trustees may also from time to time reduce the number of Shares of Beneficial Interest, provided, however, that they shall not reduce the number of any Shares of Beneficial Interest issued and then outstanding without the unanimous written consent of the holders of the Class A Voting Shares and/or the Class B (Non Voting) Shares, as applicable, being reduced.

c. Transfer of Shares of Beneficial Interest. Subject to the provisions of Section 10, certificates for Shares of Beneficial Interest may be transferred by the holders thereof in person, or by a duly authorized attorney. The transferee shall surrender such certificate, duly endorsed for transfer, to the Trustees, who shall execute a new certificate representing the Shares of Beneficial Interest so transferred. The acceptance by the transferee of a certificate so assigned, or of any certificate issued in place thereof, shall constitute such transferee a party to this Agreement and he or she shall be bound by the provisions hereof. No such transfer shall be binding upon the Trustees until it has been recorded on the transfer books of the Trust.

d. Lost or Destroyed Certificates. In the event of the loss or destruction of a certificate, the Trustees may, in their discretion, issue a new certificate representing the Shares of Beneficial Interest evidenced by the lost or destroyed certificate upon satisfactory proof of its loss or destruction.

10. Transfer Restrictions. Except as may be otherwise provided in an agreement by and among the Trustees and the Stockholders (a “**Stockholders Agreement**”), the restrictions contained in subparagraph a of this Section 10 (the “**General Restrictions**”) and the restrictions contained in subparagraph b of this Section 10 (the “**S Corporation Election Restrictions**”) shall be imposed on the transfer of all Shares of Beneficial Interest issued by the Trust, including all Shares of Beneficial Interest issued at the formation of this Trust, and all Shares of Beneficial Interest, if any, issued thereafter. Any persons or entities owning Shares of Beneficial Interest at the time of the adoption of these provisions and those to whom Shares of Beneficial Interest shall hereafter be issued, as well as successive owners of any Shares of Beneficial Interest, shall automatically become and be bound by these provisions. These restrictions shall be enforceable at law or equity and remedies shall include, but are not limited to, specific performance and injunctive relief.

a. General Restrictions. If there is a Stockholders Agreement in effect among the Trust and the Stockholders, no Stockholder shall be permitted to transfer any Shares of Beneficial Interest of the Trust unless he, she, or it complies with the terms and conditions of such Stockholders Agreement, as the same may be amended from time to time. If there is no Stockholders Agreement in effect, then no Stockholder shall be permitted to transfer any Shares of Beneficial Interest of the Trust until the provisions contained in this subparagraph are complied with. Unless otherwise specified, “transfer” shall encompass any and all forms of transfer whether voluntary or involuntary, gratuitous or for consideration, or whether required by operation of law or pursuant to the terms of a trust instrument or any other agreement, whether during the term of any trust that is a Stockholder or after the end of such term, and whether during the lifetime of an individual Stockholder or upon his or her death. Notwithstanding the foregoing, the transfer of Shares of Beneficial Interest from a deceased Stockholder to the estate of such deceased Stockholder upon his or her death shall not be construed as a “transfer” prohibited under this subparagraph a of Section 10.

i. Restrictions on Transfer. Except as hereinafter otherwise provided, no Stockholder shall be permitted to transfer any Shares of Beneficial Interest and no Shares of Beneficial Interest shall be sold or transferred on the books of the Trust until the provisions contained in this subparagraph a have been complied with.

ii. Transfers by Sale - Right of First Refusal. Any Stockholder who desires to sell any Shares of Beneficial Interest of the Trust owned by him, her, or it (the “**Selling Stockholder**”) to a prospective purchaser pursuant to a bona fide offer shall first, in writing, offer such Shares to the Stockholders and to the Trust, through the Trustees, in accordance with the provisions of this subparagraph ii. Any such written offer (the “**Seller’s Notice of Sale**”) shall identify the name and address of the prospective purchaser, shall specify the number and class of Shares of Beneficial Interest the Selling Stockholder proposes to sell (the “**Offered Shares**”), the proposed purchase price (the “**Offered Price**”) and other terms and conditions of the bona fide offer. A copy of the bona fide offer shall accompany each Seller’s Notice of Sale. An offer shall be deemed to be “bona fide” only if: (1) the closing provided for in such offer is to occur within thirty (30) days after the expiration of the last applicable Election Period (as hereinafter defined), (2) it is accompanied by a reasonable earnest money deposit, in the form of a certified or bank cashier’s check, letter of credit, or similar instrument, and (3) it is accompanied by a certified financial statement, bank statement, commitment letter or other document evidencing the ability of the proposed purchaser to close the purchase. Each Seller’s Notice of Sale shall also set forth the name and address of each of the persons who has a right of first refusal pursuant to the relevant provisions of this subparagraph ii (individually, an “**Offeree**”, and collectively, the “**Offerees**”). A Seller’s Notice of Sale shall be delivered to each of the Trustees then serving, addressed to the principal place of business of the Trust, and to each Offeree in accordance with the following provisions.

A. Succession of Offerees. A Selling Stockholder shall offer the Offered Shares, in succession, to the following Offerees and to the Trust, who shall have a right to purchase the Offered Shares in accordance with the following levels of succession:

i. First, a Selling Stockholder shall first offer the Offered Shares to Stockholders who are members of such Selling Stockholder's Group.

ii. Second, if any Offered Shares remain after application of the preceding subparagraph I, such remaining Offered Shares shall be offered as follows:

(a) [LIST]

For purposes of applying the provisions of this subparagraph, if Shares are owned in trust, determinations regarding whether a Stockholder is a member of a Group shall be made by reference to the individual who is treated as the Stockholder for purposes of the Subchapter S provisions of the Code.

iii. Third, if any Offered Shares remain after application of the preceding subparagraph II, such remaining Offered Shares shall be offered to the Trust, which shall have the option, but shall not be required to purchase any such remaining Offered Shares.

iv. Fourth, if any Offered Shares remain after application of the preceding subparagraph iii, the Selling Stockholder shall be entitled to sell any such remaining Offered Shares to the prospective purchaser specified in the Seller's Notice of Sale on substantially the same terms and conditions specified on the Seller's Notice of Sale and bona fide offer; provided, however, that such sale must be completed within thirty (30) days following the expiration of the last applicable Election Period (as hereinafter defined), or such Shares shall again be subject to the restrictions set forth in this subparagraph a, and shall again be offered in accordance with the process for offering Shares set forth in this subparagraph ii.

B. Election to Purchase by Offerees. Each Offeree who has a right to purchase Offered Shares in accordance with the foregoing levels of succession shall elect to purchase such Shares by delivering a written notice of election (the "**Election Notice**") to the Selling Stockholder, to each of the Trustees, and to each of the Offerees set forth on the Seller's Notice of Sale within fifteen (15) days following such Offeree's receipt of the Seller's Notice of Sale (the "**Election Period**") setting forth the number of Shares such Offeree elects to purchase. Failure to deliver the Election Notice as aforesaid shall be deemed an election not to purchase any of the Offered Shares by such Offeree. If any Offered Shares remain after application of an applicable Election Period, the Selling Stockholder shall deliver a new Seller's Notice of Sale in succession to the next succeeding level of Offerees. Each Offeree shall have fifteen (15) days following the receipt of a Seller's Notice of Sale by such Offeree (i.e., an Election Period) to purchase any of the remaining Offered Shares by the delivery of an Election Notice to each of the Trustees, and to each of the Offerees set forth on the applicable Seller's Notice of Sale, as herein provided.

In the event that a group of Offerees who timely elect to purchase Offered Shares elect to purchase more Shares of Beneficial Interest than the available number of Offered Shares, then unless such electing Offerees agree unanimously to purchase the Offered Shares in different proportions, each of such electing Offerees shall have a right to purchase a ratable portion of the Offered Shares determined by a fraction, the numerator of which shall be the number of Shares

such Offeree elected to purchase and the denominator of which shall be the aggregate number of Shares that all Offerees elected to purchase; provided, however, that in no event shall any such electing Offeree be required to purchase a number of Shares that is greater than the number of Shares such electing Offeree elected to purchase.

C. Closing. The closing (“**Closing**”) for the purchase and sale of Offered Shares by an electing Offeree (the “**Purchaser**”) shall take place at [TIME] a.m. on or before the thirtieth (30) day following the delivery of an Election Notice by such Purchaser at the offices of the Trust, or at such other time or place as the Selling Stockholder and the Purchaser agree. At the Closing, the Purchaser shall pay the Purchase Price (as hereinafter defined) to the Selling Stockholder, whereupon the Selling Stockholder shall deliver to such Purchaser certificates for the number of Shares of Beneficial Interest being purchased by such Purchaser, duly endorsed, and free and clear of all encumbrances. Upon surrender of the certificates representing Offered Shares properly endorsed and executed by the Selling Stockholder to the Trust, the ownership of the Offered Shares shall be duly transferred on the books of the Trust.

D. Purchase Price. Except as otherwise provided, the purchase price (the “**Purchase Price**”) to be paid by a Purchaser to a Selling Stockholder for the number of Offered Shares purchased by such Purchaser shall equal the lesser of (A) the Offered Price per Share times the number of Offered Shares purchased by such Purchaser and (B) the proportionate Net Book Value per Share times the number of Offered Shares purchased by such Purchaser. In order to determine the Net Book Value of the Offered Shares, the accountants regularly employed by the Trust (the “**Accountants**”) shall prepare a Balance Sheet dated as of the last day of the fiscal year of the Trust immediately preceding the taxable year in which the Closing is to occur (the “**Determination Date**”) in accordance with generally accepted accounting principles, consistently applied, and their determination shall be final and conclusive for all purposes. The Net Book Value shall be determined by subtracting from the value of all assets, the value of all liabilities of the Trust, as set forth on the Balance Sheet. In making this determination, Net Book Value shall be adjusted to account for any distributions made to the Selling Stockholder between the Determination Date and the date of the Closing.

E. Payment. At the Closing, each Purchaser shall pay not less than _____ percent (____%) of the Purchase Price for the Offered Shares being purchased by such Purchaser in cash and shall deliver a promissory note for the balance. The promissory note shall be payable in equal annual installments over a period of not more than [NUMBER] (____) years on a direct reduction basis, with interest on the unpaid balance at the rate of not less than _____ percent (____%) per annum. No interest shall accrue prior to the issuance of such note. Each Purchaser shall have the right to prepay principal payments without penalty or premium.

F. Adjustment to Purchase Price. At any time that the Trust has in effect an election to be treated as an S corporation as defined in Section 1361 of the Code, then the purchase price to be paid by a Purchaser to a Selling Stockholder shall be adjusted as follows. On or before April 1st of the taxable year of the Trust immediately following the taxable year during which a Closing occurs (the “**Adjustment Date**”), the Accountants shall determine the Selling Stockholder’s proportionate share of the Trust’s profit or loss from the Determination Date to the date of such Closing. If a Section 1377(a)(2) election is made by the Stockholders, then the

share of profit or loss with respect to the Selling Stockholder's taxable year ending on the date of the Closing shall be determined in accordance with such Section 1377(a)(2) election. The Accountants' determination as to the amount of a Selling Stockholder's share of profit or loss shall be final and binding on all parties. The amount of any such profit or loss shall be an adjustment to the Purchase Price, with a corresponding adjustment to the principal of the promissory note which is tendered by a Purchaser to the Selling Stockholder as payment of the Purchase Price, with no adjustment to the amount of interest accrued prior to the date of such adjustment.

i. Transfers to Family Members. The above restrictions shall not apply to a transfer by bequest, inheritance, or gift by a Stockholder to a member of his or her immediate family or to a trust for the benefit of the Stockholder and/or one or more members of his or her immediate family. For the purpose of the preceding sentence, the term “**immediate family**” shall mean with respect to an individual, such individual's (i) issue, (ii) siblings, (iii) lineal ancestors, (iv) trusts established for the benefit of such individual and/or one or more persons referred to in the preceding clauses (i), (ii), and (iii), and (v) trusts that give to the spouse of such individual a qualifying income interest for life (within the meaning of Section 2056(b)(7)(B) of the Code), and gives the remainder to one or more persons or trusts specified in clauses (i), (ii), (iii), or (iv). In the case of a Stockholder that is a trust, the determination regarding immediate family shall be made by reference to the individual who is treated as the Stockholder for purposes of the Subchapter S provisions of the Code.

ii. Waiver of Restrictions. Any of the restrictions set forth in this subparagraph a may be waived at any time and from time to time by the unanimous written consent of all of the Trustees filed with the minutes of the meetings of the Trustees and Stockholders.

b. S Corporation Election Restrictions. A transfer (as that term is defined in subparagraph a. of this Section 10) by a Stockholder shall be prohibited, notwithstanding the fact that such transfer may be permitted pursuant to subparagraph a of this Section 10, if such transfer is prohibited under this subparagraph b of Section 10. The provisions of this subparagraph b shall limit the pledge and transfer of Shares of Beneficial Interest of the Trust during all times that the Trust has in effect an election to be treated as an S corporation as defined in Section 1361 of the Code. Unless otherwise specified, the term “**pledge**” shall encompass any and all forms by which a Stockholder grants a security interest in or other lien on Shares of Beneficial Interest of the Trust, including, without limitation, a pledge by formal instrument, bailment or other encumbrance.

i. Additional Stock Restrictions. No transfer shall be permitted unless the prospective transferee is a qualified S corporation stockholder. For the purpose of this subparagraph (i), a prospective transferee shall not be considered qualified to be an S corporation stockholder if, upon receipt by such transferee, the Trust would have more Stockholders than permitted an S corporation under the Code. Any purported transfer in violation of this subparagraph (i) shall constitute a “deemed transfer” to the Trust for the purpose of the following subparagraph (iii).

ii. Other Events Constituting Deemed Transfer. In addition, a “deemed transfer” to the Trust shall occur when any event or change in status of a Stockholder or related party occurs which disqualifies the Stockholder as an S corporation stockholder, including but not limited to the following events:

- A. An individual becomes a non-resident alien of the United States.
- B. A beneficiary of a trust which otherwise qualifies becomes a non-resident alien.
- C. A beneficiary of a trust which otherwise qualifies transfers his or her interest in such trust in a manner which would cause the termination of the Corporation’s S election.

iii. Effect of Deemed Transfer. Effective upon the occurrence of any event constituting a deemed transfer pursuant to the preceding subparagraphs (i) and/or (ii) of this subparagraph b of this Section 10, the Stockholder with respect to whom the deemed transfer occurs (the “**Redeemed Stockholder**”) shall be deemed to have transferred to the Trust all of his, her, or its Shares of Beneficial Interest in the Trust (the “**Repurchased Shares**”) and shall be paid for such Shares as follows. Within sixty (60) days after the Trust is notified or otherwise becomes aware of a deemed transfer, the Trustees shall deliver to the Redeemed Stockholder a Balance Sheet of the Trust dated as of the last day of the fiscal year of the Trust immediately preceding the taxable year in which the closing for the deemed transfer is to occur prepared by the Accountants in accordance with generally accepted accounting principles, consistently applied. The purchase price for the Repurchased Shares shall be an amount equal to seventy-five percent (75%) of the proportionate Net Book Value per share times the number of Repurchased Shares, all determined in accordance with the Balance Sheet. In making this determination, the Net Book Value of the Repurchased Shares shall be adjusted to account for any distributions made to the Redeemed Stockholder between the Balance Sheet date and the date of the closing for the purchase and sale of the Repurchased Shares. The closing for the purchase and sale of the Repurchased Shares shall take place within thirty (30) days after the date of delivery of the Balance Sheet to the Redeemed Stockholder. At such closing, the Trust shall pay twenty percent (20%) of the purchase price of the Repurchased Shares in cash and shall deliver its promissory note for the balance. The note shall be payable in five (5) equal annual installments on a direct reduction basis. Interest on the unpaid principal balance shall accrue from the date of the issuance of the note at the applicable Federal Rate as determined pursuant to the Code. No interest shall accrue prior to the issuance of such note. The Trust shall have the right to prepay principal payments without penalty.

iv. Acceptance of S Corporation Status. The receipt and ownership of a certificate evidencing Shares of Beneficial Interest in the Trust shall constitute consent and acceptance of an S corporation election then in effect for the Trust under the Code. Each Stockholder’s right to remain a Stockholder is conditioned upon the Stockholder’s execution of any and all applicable documents required to effect and keep in force an S corporation election, unless a majority of the Stockholders, at a duly convened meeting of the Stockholders, vote to

terminate the Trust's S election. Failure to comply with the preceding sentence shall result in a deemed transfer to the Trust pursuant to the preceding subparagraphs (ii) and (iii).

v. Effect of Pledge or Transfer. Except as elsewhere provided herein, any pledge or transfer made in violation of this subsection b shall be void ab initio.

vi. Waiver. Any of the restrictions and provisions set forth in this subparagraph b may be waived at any time and from time by the unanimous written consent of all of the Trustees filed with the minutes of the meetings of the Trustees and Stockholders.

11. Distributions. The Trustees may distribute to the Stockholders such sums out of the net income and/or corpus of the Trust as they shall determine, with the amounts and the timing of any such distributions to rest in the discretion of the Trustees. The Stockholders shall share in all such distributions in proportion to their beneficial interests in the Trust as represented by their holdings of certificates of Shares of Beneficial Interest.

12. Meetings of Stockholders. The Trustees shall call meetings of the Stockholders at such times as they may deem advisable in the best interest of the Trust. Written notice of each such meeting, specifying the time, place and purpose thereof, shall be sent by registered mail to the Stockholders at least fifteen (15) days prior to the holding of such meeting. A notice addressed to a Stockholder at the address listed in the register of the Trustees shall be sufficient notice under this Section.

13. No Personal Liability. The Trustees shall have no power to bind the Stockholders personally. All persons dealing with the Trustees or with any agent of the Trustees shall look only to the Trust estate for the payment of any sum due as a result of such dealing. In every instrument executed by the Trustees and creating an obligation of any kind, the Trustees shall stipulate that neither they nor the Stockholders shall be held to any personal liability under such instrument; provided, however, that the omission of such stipulation shall in no event operate to impose any such personal liability.

14. Indemnity. In the event that any Trustee, officer, agent or Stockholder shall at any time be held personally liable as such Trustee, officer, agent or Stockholder for acts committed in the course of conducting the business of the Trust, other than acts committed in bad faith, such Trustee, officer, agent or Stockholder shall be indemnified out of the Trust property against all costs and expenses by reason of such liability. The Trust property shall be applied to satisfy such indemnity in preference to all other claims, except as otherwise provided by law, and shall be applied first to the indemnification of the Trustees, then of the officers of the Trust, then of the agents of the Trust, and then of the Stockholders.

15. Term. The Trust shall continue until [NUMBER] (___) years after the death of the last to die of (a) [LIST], and (b) the issue of the persons identified in the preceding clauses (a), living at the date of the execution of this Trust, unless sooner terminated as hereinafter provided. In the case of any such termination, the Trustees may sell and convert into money any part or all of the Trust estate, and after paying, retiring or providing for the payment of all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and

obligations, shall transfer and convey the entire Trust estate, subject to any leases, mortgages, contracts, or other encumbrances thereon, to the Stockholders hereunder in proportion to their respective beneficial interests in the Trust represented by their then current holdings of certificates (with any real or tangible property i.e., property other than money, securities, intangible interests, or the like to be so transferred and conveyed to the Stockholders as tenants in common), or as otherwise directed by the unanimous written consent of the Stockholders. The Trustees in office at the time of such termination shall continue in office until the liquidation is completed.

The Trustees, acting by the Vote of the Trustees, may terminate this Trust at any time prior to the expiration of the period hereinabove provided.

16. Merger. The Trustees may at any time agree to, approve and effect a merger of the Trust into a corporation in accordance with Section 83 of Chapter 156B of the General Laws of Massachusetts.

17. Amendments. The Trustees, acting by Vote of the Trustees, may amend this Trust at any time and in any particular except that no change may be made in the liability of the Trustees or officers, or of their agents, or of the Stockholders.

18. Miscellaneous. The following additional provisions shall apply to this Agreement:

a. The various headings in this Agreement and the groupings of the provisions hereof into separate sections and paragraphs shall not be construed to limit or restrict either the meaning or the application of any provision hereof and are for the purposes of convenience only.

b. All provisions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

c. This Agreement shall be binding upon and inure to the benefit of the undersigned Trustees and their successors, assigns, heirs, distributees and legal representatives, and every Stockholder and his or her successors, assigns, heirs, distributees, and legal representatives.

d. If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or render invalid or unenforceable any other provision of this Agreement and Declaration of Trust in any jurisdiction.

e. Where a noun or pronoun is used in this Agreement, such noun or pronoun shall be regarded as referring to the appropriate person or persons, even though it be incorrect as to gender or as to being singular or plural.

[Remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals this _____ day of _____, 20____.

[Trustee]

[Trustee]

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

[DATE]

Then personally appeared before me the above-named _____, and [HE OR SHE] acknowledged the foregoing to be [HIS OR HER] free act and deed.

Notary Public
My commission expires:

[NOTARIAL SEAL]

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

[DATE]

Then personally appeared before me the above-named _____, and [HE OR SHE] acknowledged the foregoing to be [HIS OR HER] free act and deed.

Notary Public
My commission expires:

[NOTARIAL SEAL]