FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2004-06-25**
SEC Accession No. 0001171520-04-000232

SUBJECT COMPANY

FRANKLIN STREET PROPERTIES CORP /MA/

CIK:**1031316**| IRS No.: **042724223** | Fiscal Year End: **1231**
Type: **SC 13D** | Act: **34** | File No.: **005-79072** | Film No.: **04882247**
SIC: **6798** Real estate investment trusts

Mailing Address
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FILED BY

MCGILLICUDDY DENNIS J

CIK:**1240925**
Type: **SC 13D**

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Franklin Street Properties Corp.

(Name of Issuer)

Common Stock, par value $.0001 per share

(Title of Class of Securities)

35471F102

(CUSIP Number)

Dennis McGillicuddy
5111 Ocean Boulevard, Suite C
Sarasota, FL 34242
(941) 349-9200

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

June 1, 2003

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box |X|.

NOTE: Schedules filed in paper format should include a signed original and five copies of the schedule, including all exhibits. Seess. 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934

("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 35471F102	13D

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (entities only) Dennis J. McGillicuddy	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)	(a)|_| (b)|X|
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	|_|
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER 404,499	
	8 SHARED VOTING POWER 15,770.54	
	9 SOLE DISPOSITIVE POWER 404,499	
	10 SHARED DISPOSITIVE POWER 3,189,163.58	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	

	3,593,662.58
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) |_|
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.2%
14	TYPE OF REPORTING PERSON (See Instructions) IN

SCHEDULE 13D

This Schedule 13D amends the Schedule 13G filed on June 11, 2003. Based on the advice of current counsel, Dennis McGillicuddy is filing this Schedule 13D to amend and supplement the information as to the transactions previously reported on a Schedule 13G.

Item 1. Security and Issuer.

This statement on Schedule 13D (this "Statement") relates to the common stock, par value $.0001 per share (the "Common Stock"), of Franklin Street Properties Corp., a Maryland corporation ("FSP Corp."). The principal executive offices of FSP Corp. are located at 401 Edgewater Place, Suite 200, Wakefield, MA 01880-6210.

Item 2. Identity and Background.

Dennis J. McGillicuddy is a member of the Board of Directors of FSP Corp. Mr. McGillicuddy invests for his own account. The business address of Mr. McGillicuddy, who is a United States citizen, is 5111 Ocean Boulevard, Suite C, Sarasota, FL 34242.

During the past five years, Mr. McGilliciddy has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the past five years, Mr. McGillicuddy was not a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

No funds were borrowed by Mr. McGillicuddy or any related entity for the

acquisition of FSP Common Stock.

On June 1, 2003, FSP Corp. completed its acquisition of thirteen real estate investment trusts (collectively, the "Target REITs"), each a Delaware corporation. The acquisitions were completed pursuant to an Agreement and Plan of Merger, dated as of January 14, 2003 (the "Merger Agreement"), by and among FSP Corp. and the Target REITs.

Upon consummation of the transactions contemplated by the Merger Agreement, each Target REIT was merged with and into FSP Corp., with FSP Corp. as the surviving corporation (the "Mergers"). Under the terms of the Merger Agreement each outstanding share of preferred stock, $0.01 par value per share ("Target Stock"), of each respective Target REIT, as of June 1, 2003, was converted into a specified number of shares of Common Stock. Under the terms of the Merger Agreement each outstanding share of common stock, $0.01 par value per share, of each respective Target REIT, as of June 1, 2003, was cancelled.

In connection with the Mergers, FSP Corp. reserved for issuance an aggregate of approximately 25,000,091 shares of Common Stock. Based on the capitalization of FSP Corp. as of the effective date of the Mergers, the Common Stock reserved for issuance to the Target REIT stockholders represented approximately 50.3% of the outstanding shares of FSP Common Stock.

Mr. McGillicuddy indirectly owned an aggregate of 229 shares of Target Stock prior to the Mergers. Pursuant to the Merger Agreement, such shares of Target Stock converted into 1,586,343.29 shares of FSP Common Stock upon consummation of the Mergers. Mr. McGillicuddy was not an officer or director of any Target REIT.

Mr. McGillicuddy's ownership of Common Stock is as follows:

- McGillicuddy Investments Limited Partnership III, of which Mr. McGillicuddy is a limited partner, owned 229 shares of Target Stock prior to the Mergers. Pursuant to the Merger Agreement, such shares of Target Stock converted into 1,586,343.29 shares of Common Stock. McGillicuddy Investments Limited Partnership III also owned 576,880.75 shares of Common Stock prior to the Mergers. McGillicuddy Investments Limited Partnership III currently owns 2,163,224.04 shares of Common Stock.

- McGillicuddy Family Limited Partnership, of which Mr. McGillicuddy is general partner, owns 404,499 shares of Common Stock.

- Mr. McGillicuddy's spouse owned 1 share of Target Stock prior to the Mergers. This share was purchased with $100,000 in personal funds. Pursuant to the Merger Agreement, such share of Target Stock was converted into 6,824.54 shares of Common Stock. In addition, Mrs. McGillicuddy is the sole trustee of several trusts for Mr. McGillicuddy's grandchildren, which trusts, in the aggregate, hold

8,946 shares of Common Stock.

- Pursuant to the Indenture of Trust Agreement by and between Barry Silverstein, as Grantor, and Trudy Silverstein and Dennis McGillicuddy, as Trustees, dated September 22, 2003, and the Indenture of Trust Agreements by and between Barry Silverstein, as Grantor, and Mark Shale Silverstein and Dennis McGillicuddy, as Trustees, dated September 22, 2003, Mr. McGillicuddy is a trustee of four charitable lead annuity trusts for the benefit of Mr. Silverstein's children. The trusts own, in the aggregate, 100% of the limited partnership interests of Silverstein Investments Limited Partnership II, which owns 1,010,169 shares of Common Stock. Mr. McGillicuddy, as trustee, has shared dispositive power and no voting power of the shares of Common Stock held by Silverstein Investments Limited Partnership II.

All descriptions of agreements filed as exhibits to this Schedule 13D are modified by the actual terms of such agreements.

Item 4. Purpose of Transaction.

See Item 3 above. Mr. McGillicuddy has no present plans or proposals which relate to or would result in any of the actions enumerated in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a) The percentages set forth in this Item 5 are based on 49,630,338 shares of Common Stock outstanding.

Mr. McGillicuddy beneficially owns 3,593,662.58 shares of Common Stock representing approximately 7.2% of the outstanding Common Stock.

(b) Mr. McGillicuddy has sole voting power and sole dispositive power with respect to 404,499 shares of FSP Common Stock.

Mr. McGillicuddy may have shared voting and shared dispositive power with respect to 15,770.54 shares of FSP Common Stock beneficially owned by his wife. 8,946 of these shares are held by trusts, of which Mr. McGillicuddy's wife is the sole trustee, for the benefit of Mr. McGillicuddy's grandchildren.

Mr. McGillicuddy has shared dispositive power with respect to 3,173,393.04 shares of FSP Common Stock. 1,010,169 of these shares are attributable to four trusts through their ownership of the limited partnership interests of Silverstein Investments Limited Partnership II. Mr. McGillicuddy is a trustee of these trusts, which are for the benefit of Mr. Silverstein's children.

(c) Except as described in this Schedule 13D, there have been no transactions since June 11, 2003.

(d) Various persons have the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, shares of Common Stock beneficially owned by Mr. McGillicuddy. No such person has the right to receive or the power to direct the receipt of dividends from, or proceeds from the sale of, shares of Common Stock beneficially owned by Mr. McGillicuddy in excess of 5% of the outstanding shares of Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Except as discussed in Item 3 above, Mr. McGillicuddy is not a party to any contract, arrangement, understanding or relationship with respect to any securities of the Issuer and none of the securities as to which this Statement relates is pledged or is otherwise subject to a contingency the occurrence of which would give another person voting power or investment power over such securities.

Although Barry Silverstein, also a director of FSP Corp., and Mr. McGillicuddy have had various long-term business relationships with each other, there is no understanding or agreement between Messrs. Silverstein and McGillicuddy as to voting or disposition of the Common Stock. Mr. McGillicuddy disclaims the existence of a Section 13 group between himself and Mr. Silverstein.

Item 7. Material to be Filed as Exhibits.

Exhibit 1	Agreement and Plan of Merger among Franklin Street Properties Corp. and thirteen real estate investment trusts, dated as of January 14, 2003, which is incorporated herein by reference to Exhibit 2.1 of Franklin Street Properties Corp.'s Report on Form 8-K filed on January 15, 2003
Exhibit 2	Limited Partnership Agreement of McGillicuddy Investments Limited Partnership, III, dated September 27, 2000
Exhibit 3	Limited Partnership Agreement of the McGillicuddy Family Limited Partnership, dated December 18, 2001
Exhibit 4	Limited Partnership Agreement of Silverstein Investments Limited Partnership, II, dated November 22, 1999, as amended on September 16, 2003 and June 24, 2004
Exhibit 5	Indenture of Trust for the JM Silverstein 2003 CLAT by and between Barry Silverstein, Trudy Silverstein and Dennis McGillicuddy, dated September 22, 2003
Exhibit 6	Indenture of Trust for the Mark S. Silverstein 2003 CLAT by and between Barry Silverstein, Mark Shale Silverstein and

Dennis McGillicuddy, dated September 22, 2003

Exhibit 7 Indenture of Trust for the Susan S. Potter 2003 CLAT by and between Barry Silverstein, Mark Shale Silverstein and Dennis McGillicuddy, dated September 22, 2003

Exhibit 8 Indenture of Trust for the Thomas Benjamin Silverstein 2003 CLAT by and between Barry Silverstein, Mark Shale Silverstein and Dennis McGillicuddy, dated September 22, 2003

SIGNATURES

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this Statement is true, complete and correct.

Dated: June 24, 2004

By: /s/ Dennis J. McGillicuddy

Dennis J. McGillicuddy

Exhibit 2

LIMITED PARTNERSHIP AGREEMENT
OF
McGillicuddy Investments Limited Partnership, III
a Delaware limited partnership

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McGILLICUDDY INVESTMENTS LIMITED PARTNERSHIP III AGREEMENT

This Limited Partnership Agreement ("Agreement") is entered into, pursuant to the provisions of the Delaware Uniform Limited Partnership Act, and shall be retroactively effective as of the date of filing of the Certificate of Limited Partnership with the Delaware Secretary of State, by Dennis J. McGillicuddy, Jr., a resident of Massachusetts whose address is One Snapper Lane, Falmouth, MA 02540 (as the "Managing General Partner"). Dennis J. McGillicuddy and Graciela S. McGillicuddy, both residents of Florida, whose address is 5111 Ocean Boulevard, Suite C, Sarasota, Florida 33581, are the only limited partner in the Partnership. This Agreement is on the following terms and conditions:

ARTICLE I

1. Definitions. The following capitalized terms, as used in this Agreement and in the attached exhibits, which constitute a part of this Agreement, have the meanings ascribed to them below and include the plural as well as the singular number:

"Act" means the Delaware law pertaining to Limited Partnerships, as amended, or any subsequent Delaware law concerning partnerships that are enacted in substitution for the Act.

"Affiliate" of a Partner means (1) another Partner of the Partnership; (2) a legal or personal representative of any Partner; (3) the Partner's lineal descendants and spouse (other than a spouse who is legally separated from the Partner under a decree of divorce or separate maintenance); (4) a trustee of a trust for the benefit of any Person referred to in clause (1), (2) or (3); (5) a Person, other than an individual, of which 80% or more of the voting or equity interests is owned directly or indirectly by a Partner and/or one or more of the Persons referred to in clauses (1) through (4); (6) a Person owning 80% or more of the voting or equity interests of a Partner that is not an individual; or (7) a Person other than an individual, 80% or more of the voting or equity interests of which is owned by the same Person that owns 80% or more of the voting or equity interests of a Partner that is not an individual.

"Agreement" means this Limited Partnership Agreement as originally executed and as subsequently amended or supplemented from time to time in accordance with section 54.

"Assignment" means a sale, exchange, gift, pledge, transfer or disposition of any kind whatsoever and, in the case of a Person that is not an individual, it includes the sale, exchange, pledge, transfer or disposition of a majority of either voting control or the equity interests in such Person.

"Bankruptcy" means taking advantage of any bankruptcy or insolvency act (including the Bankruptcy Reform Act of 1978 or similar law, and also any proceeding under state or local insolvency or debtor relief laws), or a final adjudication of insolvency or an assignment of a major portion of a Person's assets for the benefit of creditors.

"Capital Account" has the meaning set forth in section 12.

"Capita1 Contribution" means the total amount of cash, and net fair market value of securities and other property contributed by a Partner to the equity of the Partnership, or agreed to be contributed by a Partner to the equity of the Partnership, pursuant to section 11(a), and reduced by any return of capital to the Partner within the meaning of section 11(c). Any reference in this Agreement to the Capital Contribution of either a Partner or an assignee of a Partner

shall include the Capital Contribution of any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

"Cash Flow" means the excess of cash derived by the Partnership from all sources, including from capital contributions, loans, sales of securities and other activities, (but excluding cash derived from the winding-up and liquidation of the Partnership pursuant to section 37) over the sum of all cash disbursements, including repayments of loans from Partners, loans to Partners for the Partnership, and distributions to Partners pursuant to section 16(a) or (b) (but excluding disbursements pursuant to section 16(c), plus a reasonable allowance for reserves for repairs, investments in Property (including Marketable Securities), replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements to the extent not funded by reserves) as reasonably determined by the Managing General Partner. Notwithstanding the preceding sentence, in determining the reasonable allowance for reserves, the Managing General Partner shall reduce such allowance to the extent necessary to ensure that annual distributions of Cash Flow to each Partner will be in an amount at least equal to the annual income tax liability (exclusive of income tax liability resulting from a transaction pursuant to section 16(b) or (c)) of each such Partner (determined assuming that the maximum possible income tax rate is applicable) resulting from the allocation to the Partner of his share of the Partnership's Taxable Income and Taxable Loss. Cash Flow is to be calculated separately for each Partner on the theory that each Partner owns the assets of the Partnership contributed by such Person directly. For this purpose, if a Partner has contributed Marketable Securities to the Partnership, such Marketable Securities (including stock dividends thereon, stock splits or other recapitalization) shall be allocated to the contributing Partner (or such Partner's assigns). In addition, Cash Flow shall be calculated and distributed separately for each of the Class A Partnership Interest and the Class B Partnership Interest and the assets of the Partnership allocated to such interests.

"Class A Partnership Interest" means an interest in the Partnership represented by the Capital Account associated only with the Partnership's ownership of those assets listed on Exhibit A-1 attached hereto and made a part hereof (the "Class A Properties"), and the right to receive a percentage share of the income, gain, loss, deduction, cash and

other distributions and liquidation proceeds associated with such property, all subject to and interpreted in accordance with the terms of this Agreement. A Class A Partnership Interest may be expressed in units with each unit representing ownership of a one percent interest in the Class A Properties.

"Class B Partnership Interest" means an interest in the Partnership represented by a partner's Capital Account relating to all assets of the Partnership other than those assets listed on Exhibit A-1 attached hereto and made apart hereof, (i.e., excluding the Capital Account relating to the Class A

Properties), and the right to receive his percentage share of the income, gain, loss, deduction, cash and other distributions and liquidation proceeds of the Partnership (other than those associated with Class A Partnership Interests), all subject to and interpreted in accordance with the terms of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, or any subsequent federal law concerning income taxes that is enacted in substitution for the Code.

"General Partner" Means any Person admitted as a general partner in accordance with this agreement.

"General Partnership Interest" means the Partnership Interest of a Managing General Partner, in his capacity as a Managing General Partner.

"Limited Partner" means any Person admitted as a limited partner in accordance with this Agreement.

"Limited Partnership Interest" means the Partnership Interest of a Limited Partner, in the capacity as a Limited Partner.

"Majority in Interest" when used in regard to the degree of consent, approval or agreement required among the Partners, means Partners whose aggregate Percentage Interests constitute over 50% of the total aggregate Percentage Interests then outstanding.

"Managing General Partner" means the Person designated in this Agreement as the general partner responsible for management of the affairs of the Partnership, including all voting rights with respect to, and control over, Marketable Securities, and thereafter any Person which becomes a general partner responsible for management of the affairs of the Partnership pursuant to this Agreement, in the Person's capacity as a managing general partner of the Partnership.

"Marketable Securities" means securities, including stock, which are traded on an established securities market, whether or not registered under the Securities Act of 1933.

"Partner" means each Person which is a Managing General Partner or a Limited Partner.

"Partnership" means the McGillicuddy Investments Limited Partnership III, the limited partnership formed in accordance with the Act pursuant to this Agreement.

"Partnership Interest" includes only a Partner's Capital Contribution and right to receive his Percentage Interest and excludes Partnership Rights.

"Partnership Rights" excludes the Partnership Interest of a Partner, and includes, in addition to other rights provided in this Agreement, the rights provided to him by the Act except to the extent such rights are inconsistent with the provisions of this Agreement.

"Percentage Interest" shall mean a partner's percentage share from time to time of the Net Profits and Net Losses, taxable income or taxable loss, Cash Receipts, cash and other distributions and liquidation proceeds of the capital of the Partnership attributable to a particular class of Partnership Interests all subject to and interpreted in accordance with the terms of this Agreement. The Percentage Interest of partners for each class of Partnership Interests shall be proportionate to the Capital Accounts of the partners in that class of Partnership Interest at all times so that, for example, if a Partner's Capital Account in one class is 100 and the aggregate of all Capital Accounts in the same class of Partnership Interest is 1000, the partner's Percentage in that class of the Partnership is 10%. Except as otherwise provided in this Agreement, in the event of a change among the partners in the Percentage Interest in the Partnership during the year, the Partnership shall use a closing-of-the-books method with respect to such change or changes in Percentage Interest in computing a partner's share of profits and losses, taxable income and taxable losses, and entitlement to distributions during such year.

"Person" means any individual and any general or limited partnership, corporation, estate, joint venture, trust, business trust, cooperative, association or other organization.

"Profits and Losses" means the annual net income or loss of the Partnership determined on a generally accepted accounting principles basis, as disclosed on the annual financial statements of the Partnership, except that Profits and Losses shall be computed separately for each of the Class A Partnership Interests and Class B Partnership Interests. If the Partners have elected for the Partnership to be excluded from the application of Subchapter K of Chapter 1 of the Code, the provisions relating to Profits and Losses shall be of no effect during such period at the Partnership level, but will be separately computed for each Partner.

"Property" means any real, personal, tangible or intangible property contributed by a Partner to the equity of the Partnership or otherwise acquired by the Partnership.

"Pro Rata" means in the proportion that the Percentage Interest of each Partner bears to the total Percentage Interests of all the Partners.

"Retirement" means the death, Bankruptcy, adjudication of incompetency as determined by a court of appropriate jurisdiction, dissolution and liquidation or termination of existence, merger or consolidation (except as provided in

sections 33 and 34) of a Partner, or the sale, lease or other disposition of all or substantially all the property of a Partner (except as provided in sections 33 and 34).

"Taxable Income or Taxable Loss" means the net income or loss of the Partnership for federal income tax purposes, as determined at the close of the Partnership's fiscal year by the accountants employed by the Partnership to prepare its income tax returns. If the Partners have elected for the Partnership to be excluded from the application of Subchapter K of Chapter 1 of the Code, the provision shall be of no effect for federal income tax purposes during such period, but will be separately computed for each Partner.

2. Captions and Certain Terms. The titles and captions preceding the text of the articles and sections of this Agreement are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect. The words "hereby," "herein," "hereof," "hereto," "hereunder," and terms of similar import refer to this Agreement as a whole and not to any particular article, section, subsection or other part of this Agreement.

3. Severability. If any article, section or other provision of this Agreement, or its application, is held to be invalid, illegal or unenforceable in any respect or for any reason, the remainder of this Agreement and the application of such article, section or other provision to a person or circumstance with respect to which it is valid, legal and enforceable is not affected.

4. Limitation of Grant. Nothing in this Agreement, whether express or implied, is intended or may be construed to confer upon, or to grant to, any creditor or any other Person (other than the Partners and their legal and personal representatives, heirs, successors and permitted assignees) any right, remedy or claim under or because of this Agreement or any covenant, condition or stipulation of it.

ARTICLE II

ORGANIZATION OF PARTNERSHIP

5. A. Formation, Name, Office and Registered Agent. The Partnership was organized as of the effective date of this Agreement and the signatories to this Agreement constitute the members of this Partnership under the Act as of such date and as of the date hereof. The rights and obligations of the Partners are determined by the Act, except as otherwise expressly provided in this Agreement. The name of the Partnership is "MCGILLICUDDY INVESTMENTS LIMITED PARTNERSHIP III."

The record keeping office of the Partnership and its principal place of business

are located at the residence of the Managing General Partner where the Managing General Partner performs administrative services on behalf of the Partnership. The Partnership does not have a principal business office. The Managing General Partner may change the name of the Partnership or may designate the location of its principal business office at any time and from time to time by giving written notice of such change to each Partner. The registered agent and registered office of the Partnership is The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

B. General and Limited Partners. Dennis J. McGillicuddy, Jr. is the initial General Partner of the Partnership. The limited partners of the Partnership are Dennis J. McGillicuddy and Graciela S. McGillicuddy.

C. Certificate of Limited Partnership. In connection with the execution of this Agreement, the Managing General Partner signed a certificate of limited partnership, pursuant to the Act. The Managing General Partner shall cause the certificate to be filed with the Delaware Secretary of State. The certificate also has been amended to implement the change in General Partners. The Managing General Partner shall amend the certificate when required under this Agreement and shall execute the amended certificate as required by the Act.

6. Purpose of Partnership

(a) Except as provided in 6(c) below, the purposes of the Partnership are to:

(i) invest in, own, sell, acquire, manage and exercise the voting rights associated with Marketable Securities,

(ii) after approval by a Majority in Interest, acquire, hold, sell, own, improve, develop or lease other types of property in addition to Marketable Securities, and

(iii) engage in any other lawful activity for profit approved by an affirmative vote of a Majority in Interest.

(b) Notwithstanding Section 6(a), unless unanimously approved by the Partners, the Partnership shall not engage in any activity(ies) which would result, based upon opinion of tax counsel, in the characterization of the Partnership as an investment company as that term is used in Section 721(b) or any successor provision of the Code.

(c) Subsequent to the date of commencement of existence of the Partnership, the Partners may make the election set forth in Treas. Reg. ss. 1.761-2 to have the Partnership excluded from the application of Subchapter K of Chapter 1 of the Code until such time as a Majority in Interest determine to have the Partnership engage in an

activity other than investing in Marketable Securities and other intangible assets. Until such time as the Partnership engages in other than investment activities, and if the aforementioned election is made, it is the intention of the Partners that the Partnership shall be only for investment purposes and shall not actively conduct business. It is the intention of the Partners that the Partnership shall have legal title to, and ownership of, Marketable Securities so as to effectuate the co-ownership of the Marketable Securities by the Partners. As is evidenced by various provisions of this Agreement, each Partner reserves the right separately to take or dispose of their shares or interests in the Marketable Securities and the other assets contributed by such Partner to the Partnership. Further, during the period Subchapter K does not apply to the Partnership, this Agreement is to be interpreted in a manner that will give effect to such election.

7. Term of Partnership. The term of the Partnership shall continue until the earlier of (i) December 31, 2020, or (ii) the death or adjudication of incompetency as determined by a court of appropriate jurisdiction of Dennis J. McGillicuddy, unless the Partnership is earlier dissolved and terminated under this Agreement.

8. Authorized Acts. In furtherance of its purposes, but subject to every other provision of this Agreement, the Partnership, through, and only through, the actions of the Managing General Partner acting alone, is authorized to do the following:

(a) acquire by purchase, lease or otherwise, any real or personal, tangible or intangible property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(b) construct, operate, maintain, finance, improve, own, sell, convey, exchange, assign, mortgage or lease any property (or a part thereof) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(c) borrow money and issue evidences of indebtedness in furtherance of any purpose of the Partnership and secure the same by a mortgage, pledge, security interest or other liens on the property, any part thereof, any interest therein or on any improvements thereto;

(d) prepay, in whole or in part, refinance, increase, renew, modify or extend any indebtedness of the Partnership and, in connection therewith, extend, renew or modify any mortgage, pledge, security interest or other lien affecting any property;

(e) invest and reinvest the assets of the Partnership in, and purchase, acquire, hold, sell, transfer and exchange securities of all kinds, including Marketable Securities;

(f) lend money to Partners;

(g) exercise the voting rights associated with property owned by the Partnership; and

(h) enter into any activity and perform and carry out any contract in connection with, or necessary or incidental to, the accomplishment of the purposes of the Partnership.

9. Co-Ownership of Partnership Interests. Any consent required by a Partner shall require the action or vote of each Person (or in such other manner as such Persons have designated in writing to the Partnership) having an interest in such Partnership Interest, with a majority approval needed for consent. On the death of a co-owner of a Partnership Interest held in either joint tenancy with right of survivorship or tenancy by the entirety, the Partnership Interest is owned solely by the survivor as a Partner, and not as an assignee. The Partnership need not (although it may) recognize the death of a co-owner of a Partnership Interest until the Managing General Partner receives notice of the death. A co-owner of a Partnership Interest may sever the tenancy by giving to the Managing General Partner notice to that effect, and signed by the co-owner requesting the severance in the case of a joint tenancy, and by both co-owners in the case of a tenancy by the entirety. Upon receipt of the notice and the certificate evidencing the Partnership Interest owned by the co-owners, the Managing General Partner shall cause the Partnership Interest to be allocated as directed by the co-owners and shall indicate on the Partnership records such allocation. In absence of joint direction, the interests shall be allocated between the owners as the severed ownership interests would be valued for federal estate tax purposes.

10. Representations and Warranties of the Limited Partners. As a condition to becoming a Limited Partner of the Partnership, each Limited Partner represents, warrants, and covenants to each Managing General Partner and the Partnership as follows:

(a) He will not assign, sell, mortgage, pledge, or otherwise transfer or encumber any of his rights under this Agreement except as expressly permitted under this Agreement and applicable laws;

(b) He was granted full and unrestricted access to the Partnership's business premises, offices and properties and its business, partnership and financial books and records as he required, and was permitted to examine the foregoing, to question the Managing General Partner, and to make all other investigations that he considered appropriate to determine or verify the business or condition (financial or otherwise) of the Partnership and to consummate the transactions contemplated by this Agreement;

(c) The Partnership furnished him all additional information concerning the Partnership's business and affairs that he requested;

(d) He was permitted to ask questions of, and to receive answers from, the Managing General Partner concerning the terms and conditions of an investment in a Limited Partnership Interest, and to obtain all additional information he considered necessary to verify the accuracy of the information received by him from the Managing

General Partner, and he understands the risks associated with an investment in the Partnership and that such an investment is highly speculative;

(e) Because of his considerable knowledge and experience in financial and business matters in general and securities investments in particular, he is able to evaluate the merits, risks, and other factors bearing on the suitability of a Limited Partnership Interest as an investment;

(f) His income and net worth are such that he is not now, and does not contemplate being, required to dispose of any investment in the Partnership to satisfy any existing or expected obligation, and he is otherwise fully able to bear the economic risks of his proposed investment in the Partnership, including the risk of losing all or any part of his investment in the Partnership and the probable inability to sell, transfer, or pledge, or otherwise dispose of an investment in the Partnership for an indefinite period;

(g) He is acquiring a Limited Partnership Interest solely for his own account, as principal, for investment purposes and not with a view to or for resale in connection with any distribution or underwriting of any Partnership Interests;

(h) He understands that the Limited Partnership Interest that he will purchase has not been and will not be registered under either the Securities Act of 1933 or any state securities law, that he must hold the Limited Partnership Interest indefinitely unless the Partnership Interests are subsequently registered under those laws or transferred in reliance on advice of counsel satisfactory to the Partnership that registration under those laws is not required, and that stop-transfer instructions will be noted in the appropriate records of the Partnership;

(i) He understands that the document evidencing a Limited Partnership Interest acquired by him will bear the following legend:

> These securities have not been registered under either the Securities Act of 1933 or any state securities law and were acquired pursuant to an investment representation by the record owner. These securities are not transferable absent either registration under the Act and every applicable state securities law or advice of counsel satisfactory to the Partnership that registration in not required. Additionally, these securities are subject to certain transfer restrictions set forth in the Limited Partnership Agreement of the

Partnership. Reference may be made to the Limited Partnership Agreement for the details of those restrictions.

(j) He understands that a legend substantially identical to the one described above will be placed on every new document issued upon a transfer of a Limited Partnership Interest;

(k) He shall not sell, transfer, pledge, or otherwise dispose of any part of his Limited Partnership Interest, unless the Partnership Interests are registered under the Securities Act of 1933 and under every applicable state securities law or unless the Partnership is furnished with advice of counsel satisfactory to it that registration under those laws is not required; and

(l) He understands that the Partnership does not file periodic reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

ARTICLE III

PARTNERSHIP CAPITAL

11. Capital Contributions.

(a) Upon executing this Agreement, each Partner shall make or has made a Capital Contribution in the amount and of the type, and initially shall have a Percentage Interest equal to the percentage, set forth opposite his name on Exhibit A. Partners may make (but Limited Partners are not required to make) additional Capital Contributions at such time and in such amount as they in their sole discretion shall determine but only if the Managing General Partner and a Majority in Interest consent to such additional Capital Contributions. Upon the assignment of any Partnership Interest, the making of an additional Capital Contribution or any return of a Capital Contribution, or any substitution of a Partner, Exhibit A shall be amended to accurately reflect the name, address, Capital Contribution and Percentage Interest of each Partner. Each Partner will also be assigned either or both a Class A and Class B Partnership Interest depending on the assets contributed by each Partner and as they shall mutually agree at the time of contribution.

(b) Notwithstanding (a) above, no Capital Contributions shall be made or permitted by any Partner which would result, directly or indirectly, in the Partnership being treated as an investment company under section 721(b) of the Code, and any such attempted Capital Contribution shall be void ab initio. The Managing General Partner shall withhold its consent to the making of an additional Capital Contribution, unless it has satisfied itself (by seeking advice of legal counsel or otherwise) that the making of the additional Capital Contribution will not result, directly or indirectly, in the Partnership being treated as an investment company under section 721(b) of the Code.

(c) A Partner shall not receive from the Managing General Partner or out of Partnership Property, and the Managing General Partner and the Partnership shall not return to a Partner, any part of his Capital Contribution, except as set forth in Articles V, VIII and IX of this Agreement and such distribution is determined to be a return of a Partner's Capital Contribution, and then only if all liabilities of the Partnership, except liabilities to the Partners on account of their Capital Contributions,

have been paid or there remains property of the Partnership sufficient to pay them. The Partnership shall not pay interest on Capital Contributions, and, a Partner may demand and receive only cash in return for his Capital Contribution, except to the extent provided for in Articles V and IX of this Agreement or unless the Liquidator (as defined in section 37) decides to distribute Partnership property in kind upon the dissolution, winding-up, and termination of the Partnership, or unless the distribution of property to a Partner is unanimous1y approved by the Partners. Each Partner, by signing this Agreement or a counterpart of it, consents to all distributions authorized by this Agreement and releases all other Partners from all liability to both him and the Partnership for all distributions made in accordance with this Agreement.

12. Capital Account

(a) The Managing General Partner shall establish and maintain a Capital Account for each Partner in the Partnership's books of account. Capital Accounts shall be maintained and adjusted in accordance with generally accepted accounting principles. A Limited Partner shall not be obligated to restore a deficit balance in its Capital Account, except to the extent required by the Act. Consistent with these capital account maintenance rules, the Managing General Partner shall credit to each Partner's Capital Account the amounts of the Partner's Capital Contributions and any Profits allocated to the Partner. The Managing General Partner shall charge to or deduct from each Partner's Capital Account the amounts of all distributions (in cash or other property) or the Partner and any Losses allocated to the Partner. If any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferror to the extent it relates to the transferred interest.

(b) The provisions of this section and the other provisions of this Agreement pertaining to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) (or any successor provision thereto), and shall be interpreted and applied in a manner consistent with such Regulations. In the event that Managing General Partner determines that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with such Regulations, provided that it is not likely to have a material effect on the amounts distributable to any Partner without such Partner's consent and upon receipt of an opinion of tax counsel to the

Partnership concluding that such modification will be given effect for federal income tax purposes, the Managing General Partner may make such modification.

(c) The Managing General Partner shall revalue the Partnership's Property (based on its fair market value as of the moment immediately preceding the relevant event) and shall adjust Capital Accounts to take into account any resulting Profit or Loss (determined as if the Partnership sold all its Property for cash equal to the Property's fair market value) upon the occurrence of either of the following events: (1) the making by any Partner of any non-Pro Rata additional Capital Contribution, (2) the partial or complete withdrawal of a Partner's Partnership Interest, or (3) the admission of a Partner.

(d) For the purposes of determining Percentage Interests, making allocations and distributions pursuant to Articles IV and V, and wherever else relevant in this Agreement, multiple Capital Accounts shall be maintained for each partner who owns more than one class of Partnership Interest. A combined Capital Account shall also be maintained for each partner who has more than one class of Partnership Interest. The combined Capital Account shall be relevant for determining the total amount of distributions to a Partner in the event of the liquidation of the Partnership. In the event that a Partner with more than one class of Partnership Interest has a positive combined Capital Account balance at the time of the liquidation of the Partnership, but has a deficit in one of the separate Capital Accounts, liquidating distributions shall be made only to the extent of the net positive balance.

13. Expenses Paid by Partners. Any Partnership expense reasonably paid by any Partner on behalf of the Partnership is an indebtedness of the Partnership to the Partner and does not increase the Partner's Partnership Interest or Percentage Interest. The Partnership shall reimburse the Partner as soon as practicable and may pay interest on the indebtedness.

14. Loans by Partners; Restrictions on Borrowing. The Managing General Partner may borrow money on behalf of the Partnership from any Partner in such amounts and for such purposes as it considers necessary, convenient or incidental to the accomplishment of the purposes of the Partnership. Each loan to the Partnership by a Partner (excluding reimbursable expenses) shall be evidenced by a promissory note or similar instrument of the Partnership, may be secured by a lien on the Property, may bear interest at a rate determined by agreement between such Partner and the Managing General Partner and may be subject to such other terms and conditions as are agreed to by such Partner and the Managing General Partner. The Partnership may prepay each loan from a Partner in whole or in part, at any time and from time to time, without premium or penalty. The Managing General Partner may not borrow money from persons other than Partners or pledge Partnership assets without the express written consent of the non-managing general partner.

ARTICLE IV

PROFITS AND LOSSES AND TAXABLE INCOME AND TAXABLE LOSS

15. Allocations.

(a) Allocation of Profits and Losses.

(i) Profits and Losses of the Partnership shall be determined for each fiscal year of the Partnership in accordance with the cash method of accounting, with such exceptions thereto as are set forth in this Agreement, and otherwise in accordance with generally accepted accounting principles applied in a consistent manner.

(ii) Except as otherwise provided, the Partnership's Losses, if any, arising in a fiscal year shall be allocated among the Partners as follows:

(1) FIRST: To the extent of the aggregate positive Capital Account balances of the Partners as of the end of the fiscal year, Pro Rata to the Partners taking into account any changes in Partnership Percentage Interests during the fiscal year.

(2) SECOND: Pro Rata, to the Managing General Partner.

(iii) Profits arising in a fiscal year shall be allocated among the Partners as follows:

(1) FIRST: To the Managing General Partner until Profits allocated to the Managing General Partner during the term of the Partnership pursuant to this Section 15(a)(ii)(1) equal Losses allocated to the Managing General Partner during the term of the Partnership pursuant to Section 15(a)(ii)(2) then

(2) SECOND: To the Partners Pro Rata taking into account any changes in Partnership Percentage Interests during the fiscal year.

(b) Allocation of Taxable Income and Taxable Loss.

(i) Except as otherwise provided in this section 15(b), allocations of tax items among the Partners shall be consistent with corresponding book (Profits and Losses) items (if any). For tax purposes, Profits and Losses, or any item thereof, shall be appropriately adjusted to reflect Taxable Income and Taxable Loss, or any item thereof, as determined under the Code and shall be allocated among the Partners in such a manner as to comply with the provisions of the Code and Regulations thereunder (including, if necessary, the "minimum gain chargeback provisions" of the Regulations under Section 704 of the Code). For example, any gain or loss recognized by the

Partnership with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of the variation, if any, between the basis of the property to the Partnership and its fair market value at the time of contribution or revaluation, whichever is applicable, so as to comply with the requirements of Section 704 of the Code. Thus, for example, if a Partner contributes Property to the Partnership whose agreed fair market value exceeds its adjusted basis in the hands of the contributing Partner ("built-in gain"), and there have been no events giving rise to a revaluation, built-in gain with respect to such contributed Property shall first be allocated to such contributing Partner when the Partnership recognizes gain upon a disposition of such contributed Property, but not in an amount in excess of such built-in gain; the remaining balance of such recognized gain, if any, shall be allocated among the Partners as set forth herein. The allocation of built-in gain to a contributing Partner shall not increase such Partner's Capital Account, because such gain was already taken into account when the built-in gain property was contributed to the Partnership. A Partner

who contributes property other than cash shall provide the Managing General Partner with information necessary to verify the contributing Partner's adjusted tax basis in the items of property contributed by him to the Partnership.

(ii) Generally, except as provided in section l5(b)(i), Taxable Income and Taxable Loss (and each such income and loss item) shall be allocated Pro Rata among the Partners. In the event, however, that non-Pro Rata distributions of property are made to a Partner or the net proceeds from the sale of property are distributed non-Pro Rata to a Partner, Taxable Income and Taxable Loss derived from such distributions or sales shall be allocated 100% to such Partner, subject only to such modifications as are necessary to comply with Section 704 of the Code. In addition, no allocations of Taxable Loss shall be made to a Limited Partner that would create a deficit balance in the Limited Partner's Capital Account.

ARTICLE V

DISTRIBUTIONS, WITHDRAWALS AND LOANS

16. Distributions

(a) Cash Flow Distributions. Cash Flow is to be distributed periodically as the Managing General Partner shall determine.

(b) Partial or Complete Withdrawal by a Partner From the Partnership.

(i) In the event of a partial or complete withdrawal of a Partner from the Partnership pursuant to Article VIII, the Managing General Partner shall, as promptly as is reasonably possible, distribute to the Partner

any assets then owned by the Partnership that were previously contributed by such Partner to the Partnership but this distribution shall be limited to the extent it would cause the Capital Account of such Partner to be negative. If the Partner has a positive Capital Account balance, then the Partnership shall distribute to the Partner his Pro Rata share of the Marketable Securities, cash and other readily divisible assets of the Partnership. The withdrawing Partner shall also be entitled to receive cash equal in value to his Pro Rata share of the fair market value (as reasonably determined by the Managing General Partner) of any non-readily divisible assets owned by the Partnership. The Managing General Partner shall, as promptly as possible, distribute this additional amount of cash, if any, to the withdrawing Partner. Cash distributions to the withdrawing Partner shall be reduced by such Partner's Pro Rata share of the liabilities of the Partnership and by any expenses incurred by the Partnership with respect to the withdrawal of the Partner.

(ii) A Partner may request that all or a portion of the Marketable Securities subject to the requested withdrawal be sold by the Partnership and the net proceeds (after selling and other expenses) distributed as directed by him. In the

event that the Managing General Partner is unable or unwilling to sell these Marketable Securities, it shall distribute them to the Partner, unless it is notified by the Partner to cancel the withdrawal.

(iii) The Managing General Partner shall not be required to distribute to the requesting Partner any assets that the Partnership is legally restricted or prohibited from distributing to the Partner, unless steps can be taken to remove the restriction or prohibition; in which case the requesting Partner shall be charged with the expense of removing such restriction or prohibition. Any distribution hereunder shall also be subject to the limitations set forth in sections 11(c) and 17, respectively.

(b) Liquidating Distributions. The net proceeds from liquidation of the Partnership's assets pursuant to its dissolution, winding-up, and termination shall be distributed, and all Profits and Losses resulting from the liquidation of the Partnership Property shall be allocated, among the Partners in the proportions and orders of priority specified in this section 16(c).

(i) The Liquidator shall distribute the net proceeds from liquidation of the Partnership's assets as follows:

(1) FIRST: To pay all the liabilities of the Partnership that are then due and payable, except for both Capital Contributions of Partners and liabilities to the Partners, in the order of priority required by Delaware law; then

(2) SECOND: To establish any reasonable reserve that the

Liquidator may determine is required for unpaid, future, or contingent liabilities or obligations of the Partnership; then

(3) THIRD: To pay all liabilities of the Partnership to the Partners; Pro Rata according to the amounts of their respective liabilities; then

(4) FOURTH: To the Partners to the extent of any positive balances in their Capital Accounts, Pro Rata according to the amounts of their respective positive balances; then

(5) FIFTH: Any remaining net proceeds shall be distributed Pro Rata among the Partners.

(ii) Any Profits and Losses and Taxable Income and Taxable Loss resulting from the disposition of the Partnership's assets in the process of liquidation shall be allocated among the Partners in the manner provided in section l5. Any Property distributed in kind in the liquidation shall be valued and treated as if the Property were sold and the cash proceeds were distributed. The Profits and Losses

arising from the constructive sale of the Property described in the preceding sentence shall be allocated among the Partners in the manner provided in section 15.

17. Limitation on Distributions to Partners. A Partner may receive distributions from the Partnership only to the extent the Partnership's total assets exceed its total liabilities, other than liabilities to the Partners on account of their Capital Contributions.

ARTICLE VI

AUTHORITY, DUTIES, AND LIABILITIES OF PARTNERS

18. Duties of Managing General Partner. The Managing General Partner, and no other Partners, shall manage the affairs of the Partnership, shall apply himself diligently for the Partnership, and shall devote to the Partnership such time as is necessary and appropriate to manage the business of the Partnership. The Managing General Partner is not required to devote all its business time to the Partnership, and it may engage in other business ventures and employment, including those in competition with the Partnership. In the performance of its duties, the Managing General Partner may hire employees and agents of the Partnership and generally shall supervise and direct all the daily operations of the Partnership.

19. Managing General Partner's Fees and Expenses.

(a) Fees to Managing General Partner. In consideration for performing services described herein, the Managing General Partner may be paid a fee as agreed to by a Majority in Interest. Such fees shall be deemed earned when the services have been performed and, regardless of when paid, shall be non-executory from the date earned and shall be the obligation of the Partnership from and after that date.

(b) Expenses. Except as otherwise provided herein, the Partnership shall pay all expenses of the Partnership (which expenses may be either billed directly to the Partnership or reimbursed to the Managing General Partner) which may include, but are not limited to: (i) all costs of borrowed money, taxes and assessments on the Property and other taxes applicable to the Partnership; (ii) all costs for goods and materials, whether purchased by the Partnership directly or by the Managing General Partner on behalf of the Partnership; (iii) legal, audit, accounting, brokerage and other professional fees; (iv) fees and expenses paid to independent contractors, mortgage bankers, brokers, insurance brokers and other agents; (v) expenses of organizing, revising, amending, converting, modifying or terminating the Partnership; (vi) expenses in connection with distributions made by the Partnership to, and communications and bookkeeping work necessary in maintaining relations with, Partners; (vii) expenses in connection with preparing and mailing reports to Partners; (viii) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Partnerships; (ix) the cost of preparation and dissemination of informational material and documentation relating to the Partnership; (x) except with respect to litigation solely

among the Partners as such, costs incurred in connection with any litigation in which the Partnership is involved, as well as in the examination, investigation or other proceedings, conducted against the Partnership by any regulatory agency, including legal and accounting fees incurred in connection therewith; (xi) costs of any computer services or equipment or services of personnel used for or by the Partnership; and (xii) expenses of professionals employed by the Partnership in connection with any of the foregoing, including attorneys, accountants and appraisers.

20. Authority of Managing General Partner. Except as otherwise provided herein, the Managing General Partner may bind the Partnership to do all acts that are necessary, appropriate, or incidental to the accomplishment of the purposes of the Partnership. Any person dealing with the Partnership or the Managing General Partner may rely on a certificate signed by the Managing General Partner as to the identity of any Partner, the existence or absence of any fact or condition that is necessary to permit action by either the Partnership or the Managing General Partner or germane in any other way to the affairs of the Partnership, and the persons who are authorized to execute and deliver any documents or instruments of or on behalf of the Partnership. Without limiting the generality of the foregoing, the Managing General Partner is specifically authorized to do the following:

(a) to negotiate and enter into leases and agreements with land or building owners or other Persons, and to incur obligations for, and on behalf of, the Partnership in connection with Partnership business;

(b) to borrow money on behalf of the Partnership and, as security therefore, to encumber the Property;

(c) to prepay, in whole or in part, refinance, increase, modify or extend any obligation affecting the Property;

(d) to sell, exchange, convey and lease the Property;

(e) to employ from time to time, at the expense of the Partnership, other Persons required for the operation and management of the Partnership business, including accountants, attorneys and others, who may be Partners, on such terms and for such compensation as the Managing General Partner determines to be reasonable and this may include Persons which are Affiliates;

(f) to pay all attorney's and accountant's fees and other costs incurred in connection with the formation of the Partnership business and the completion of all steps necessary or advisable for the Partnership to comply with applicable laws;

(g) to assume the responsibilities imposed on the Managing General Partner by the Act;

(h) to compromise, arbitrate or otherwise adjust claims in favor of or against the Partnership and to carry such insurance as the Managing General Partner considers advisable;

(i) to exercise the voting rights associated with the securities and other Property owned by the Partnership;

(j) to commence or defend litigation with respect to the Partnership or any assets of the Partnership as the Managing General Partner considers advisable, at the expense of the Partnership;

(k) to make, execute, acknowledge and deliver documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out its powers; and

(l) to do all such acts and take all such proceedings and execute all such rights and privileges, although not specifically mentioned herein, as the Managing General Partner considers necessary to conduct the business of the Partnership and to carry out the purposes of the Partnership.

Notwithstanding the foregoing, the Managing General Partner shall not take any of the fo11owing actions without the consent of a Majority in Interest:

(1) assign all or any part of the property for the benefit of its creditors or confess a judgment against the Partnership;

(2) take any action in contravention of the Act, the certificate of limited partnership or this Agreement;

(3) sell, lease, transfer, assign, pledge or encumber the property of the Partnership (except with respect to transactions to which section 32 or section 37 applies);

(4) loan an amount of money in excess of $100,000 to a Partner; or

(5) admit a Person as a Managing General Partner of the Partnership.

21. Special Limitation. During the period the Partners have determined that the Partnership will only be availed of only for investment purposes, which shall be the period, if any, contemplated by Section 6(c), the Managing General Partner may not purchase, sell, or exchange Marketable Securities or assets that pertain to a Class B Partnership Interest without the consent of the Partners to whom the Marketable Securities are deemed owned or allocated for federal income tax purposes, but the

Managing General Partner shall have voting rights and all other aspects of management and control over such Marketable Securities and assets to which a Class B Partnership Interests pertains.

22. Dealing with Affiliates. The Managing General Partner may employ and enter into contracts and other arrangements with any Person, including an Affiliate, and may obligate the Partnership to pay reasonable compensation for services rendered by such Persons on terms that, in the judgment of the Managing General Partner, are not less favorable to the Partnership than would be available from an unrelated party.

23. Indemnification of Managing General Partner. The Managing General Partner need not secure the performance of its duties by bond or otherwise. A Managing General Partner is not liable, responsible, or accountable in damages or otherwise to any Partner or to the Partnership for any act taken or omission made in good faith on behalf of the Partnership and in a manner that such Managing General Partner reasonably believes to be within the scope of the authority granted to it by this Agreement and in the best interest of the Partnership, except for gross negligence or willful misconduct. Any loss,

expense (including attorneys' fees) or damage incurred by a Managing General Partner by reason of any act or omission by it in good faith on behalf of the Partnership and in a manner that it reasonably believes to be within the scope of the authority granted to it by this Agreement and in the best interest of the Partnership (but not, in any event, any loss, expense or damage incurred by a Managing General Partner by reason of gross negligence or willful misconduct) shall be paid to the indemnified Managing General Partner from the Partnership's assets, to the extent available.

24. Liability of Limited Partners. The liability of each Limited Partner is limited to its Capital Contributions. Except as provided by the Act, a Limited Partner is not required to contribute money to, or for the liabilities of the Partnership, and is not personally liable for any loss, liability or other obligations of the Partnership.

25. Authority of Limited Partners and Non-Managing General Partners. The Limited Partners shall not participate in the management of, or have any control over, the business or policies of the Partnership, nor any control over Marketable Securities, except as required by the Act or permitted by section 20, and the Limited Partners shall not transact any business in the name of the Partnership. Notwithstanding the foregoing, the Partners may make the election set forth in Treas. Reg. ss. 1.761-2 to have the Partnership excluded from the provisions of Subchapter K of Chapter 1 of the Code. In the event a Partner ceases (whether through removal, death, or resignation) to serve as Managing General Partner, a Majority in Interest of the Partners shall appoint another Partner to serve as the Managing General Partner.

ARTICLE VII

TRANSFER OF PARTNERSHIP INTERESTS

26. Limited Partners. A Limited Partner shall not pledge, encumber or hypothecate his interest in the Partnership without the consent of the Managing General Partner. Otherwise, subject to sections 28 and 29, and only if the Managing General Partner consents, a Limited Partner may make an Assignment of a Limited Partnership Interest. However, an Assignment does not relieve the Limited Partner of his obligations and liabilities under this Agreement, or constitute the assignee a Limited Partner, or confer on the assignee any Partnership Rights. An assignee of a Limited Partner's Partnership Interest may be admitted and substituted as a Limited Partner and acquire Partnership Rights only upon the satisfactory completion of the requirements specified in section 29. The failure or refusal of the Managing General Partner to consent to the admission of an assignee as a Limited Partner does not affect the right of the assignee to the Partnership Interest of his predecessor in interest.

27. Managing General Partner. Subject to section 28, a Managing General Partner may make an Assignment, directly or indirectly, of all or any part of

its Partnership Interest. However, an Assignment does not relieve such Managing General Partner of its obligations and liabilities under this Agreement, or constitute the assignee a Managing General Partner, or confer on the assignee any Partnership Rights. Subject to section 28, and only if a Majority in Interest consents, a Managing General Partner may make an Assignment of both its Partnership Interest and its Partnership Rights if the assignee assumes in writing all such Managing General Partner's obligations and liabilities under this Agreement and if all the applicable requirements of section 29 are satisfied. Upon compliance with the immediately preceding sentence, an assignee of such Managing General Partner has all the rights and powers granted to such Managing General Partner under this Agreement and has all the obligations and liabilities of such Managing General Partner under this Agreement.

28. Restriction on Transfer. Notwithstanding any other provision of this Agreement, an assignment of a Partnership Interest shall not be made, and consent thereto shall be withheld:

(a) Unless the Managing General Partner has satisfied itself (by seeking advice of legal counsel or otherwise, with any resulting Partnership expense to be reimbursed by the assignor) that the assignment will not have any significant adverse tax effect upon the Partnership or the other Partners;

(b) Unless the Managing General Partner has satisfied itself (by advice of legal counsel, with any resulting Partnership expense to be reimbursed by the assignor) that the proposed assignment may be made without registration under any applicable securities law; and it will not violate any applicable securities law (including investor

suitability standards);

(c) If the Assignment is sought to be made to:

(i) a minor or incompetent, except if made by will or intestate succession, or

(ii) to a Person which is not an Affiliate.

29. Admission of Substitute Partner. Subject to the other provisions of this Agreement, an assignee of a Partnership Interest may be admitted as a Partner and granted Partnership Rights only if:

(a) the Assignment is made pursuant to a written instrument in a form satisfactory to the Managing General Partner and specifies the intention of the assignor that the assignee be substituted as a Partner;

(b) the Managing General Partner consents to the admission by executing two counterparts of this Agreement that evidences the Partnership

Rights of the assignee, and if the assignee is to be admitted as a Partner a Majority in Interest consent to the admission;

(c) the assignee accepts, signs and agrees to be bound by this Agreement, by executing two counterparts of this Agreement, including an amended Exhibit A, and such other documents or instruments as the Managing General Partner requires to effect the admission of the assignee as a Partner;

(d) the assignee provides the Managing General Partner with evidence satisfactory to it of the assignee's authority to become a Partner under the terms of this Agreement;

(e) the assignee pays all filing, publication and other costs (including reasonable attorneys' fees) incurred by either the Partnership or the Managing General Partner in connection with the admission and substitution of the assignee as a Partner. Notwithstanding an assignee's satisfaction of any or all of the conditions specified above, the Managing General Partner, in its absolute discretion, may refuse to consent to the assignee's admission as a Partner, in which event the assignee will not obtain any Partnership Rights, but will retain only the rights of an assignee under sections 26 or 27.

30. Rights of Partner After Assignment and Substitution. Upon the Assignment of all his Partnership Interest, and the admission of a substitute partner, a Partner shall cease to be a Partner and to have any Partnership Rights.

31. Allocations and Distributions After Assignment. For the purposes of allocations of Profits and Losses, Taxable Income or Taxable Loss, and distributions, an Assignment of a Partnership Interest is effective as to the Partnership, and shall be

reflected in the records of the Partnership, as of the date that the Managing General Partner receives written notice of the Assignment. The Taxable Income or Taxable Loss, Profits and Losses and cash and other distributions in respect of the assigned Partnership Interest with respect to the fiscal year in which the Assignment of the Partnership Interest occurs shall be divided between the assignor and the assignee according to the method provided to the Managing General Partner by the assignor and the assignee, so long as such method is permitted under the Code and does not adversely affect the other Partners or the Partnership from a tax or economic perspective. The method of allocation shall be provided to the Managing General Partner in the written notice of the Assignment. Any additional costs for computing the allocations hereunder shall be paid by the assignor or assignee, as the case may be. The written notice referred to above shall also contain information as to whether the assignor or assignee shall be responsible for the payment of such additional cost, if any.

ARTICLE VIII

RETIREMENT, WITHDRAWAL, OR REMOVAL OF PARTNERS

32. Withdrawal of Managing General Partner or Limited Partner.

(a) A Limited Partner may, at any time, withdraw all or part of his Partnership Interest from the Partnership by providing written notice thereof to the Managing General Partner. Immediately after the receipt of such written notice from a Partner, the Managing General Partner shall make the appropriate distributions to the Partner in partial or complete redemption of his Partnership Interest as set forth in section 16(b).

(b) A partial withdrawal by a Partner shall be made in increments of one tenth (1/10th) of one percent (1%) of a Percentage Interest. The written notice of withdrawal from a Partner to the Managing General Partner must state whether the withdrawal is a partial or complete withdrawal and, if a partial withdrawal, must state the Percentage Interest that is being withdrawn. A Partner shall not make a partial withdrawal that will result in his remaining Percentage Interest becoming less than one tenth (1/10th) of one percent (1%) immediately after the withdrawal.

(c) The Managing General Partner agrees that it will fully cooperate to the extent permitted by law to accomplish a withdrawal requested by a Partner hereunder. It also agrees that it will not take any action that will obstruct or render impossible the application of this section 32 (such as to pledge the Partnership's Marketable Securities as collateral to creditors of the Partnership), unless such action is essential to accomplish the purposes of the Partnership.

(d) The partial withdrawal of a Limited Partner does not dissolve or terminate the Partnership unless there is only one Partner then remaining. The remaining Partners shall amend this Agreement to reflect the partia1 or complete withdrawal of the

Partner from the Partnership, if and to the extent necessary.

(e) Upon the giving of the notice of withdrawal pursuant to Paragraph (a), and upon the dissolution of the Partnership, the voting rights with respect to any Marketable Securities allocable to the Percentage Interest being withdrawn shall be vested in the withdrawing Partner or Partners, and the Partnership shall have no voting rights with respect to such stock.

(f) The complete withdrawal of all the Limited Partners shall constitute a dissolution of the Partnership pursuant to Article IX.

33. Retirement, Removal, or Withdrawal of Managing General Partner. The Managing General Partner may withdraw any part of its General Partnership

Interest without the consent of a Majority in Interest. The Retirement, removal, or withdrawal of the Managing General Partner shall dissolve the Partnership only if there is no successor General Partner. Notwithstanding the foregoing or anything else in this Agreement to the contrary, a merger, consolidation, or reorganization of a Managing General Partner who is not a natural person, or a sale of all or substantially all its assets that includes its Partnership Interest, is not a Retirement or withdrawal of such Managing General Partner if the resulting, surviving or acquiring Person is an Affiliate and becomes substituted as the Managing General Partner of the Partnership. The resulting, surviving or acquiring Person is substituted as the Managing General Partner without further act if it gives notice of the substitution to the Partners before the effective date of the merger, consolidation, reorganization or sale. Each Partner consents to the admission and substitution of such substitute Managing General Partner pursuant to this section 33, and no further consent or approval of any Partner is required.

34. Retirement of Limited Partner. The Retirement of a Limited Partner does not dissolve or terminate the Partnership except as provided in section 36(g), but the legal or personal representatives, heirs, successors, assignees, or stockholders of a Retired Limited Partner, subject to section 26, shall succeed to the Partnership Interests of the Retired Limited Partner and may make an Assignment of the Partnership Interests within the limitations set forth in this Agreement.

35. Rights of Partner After Retirement, Removal, or Withdrawal. A Partner ceases to have any Partnership Rights upon his Retirement, removal, or complete withdrawal from the Partnership. However, until the appropriate distributions, if any, are made to a Retired, removed, or withdrawn Partner for his Partnership Interest, the Retired, removed, or withdrawn Partner is entitled to receive the allocations of Profits and Losses, Taxable Income or Taxable Loss and all distributions referred to in section 16 applicable to his Partnership Interest.

ARTICLE IX

DISSOLUTION

36. Events of Dissolution. The Partnership shall be dissolved, and unless reconstituted shall be terminated, upon:

(a) the expiration of its term;

(b) the vote of a Majority in Interest to dissolve the Partnership;

(c) the Partnership being adjudicated insolvent or bankrupt;

(d) the Retirement, removal, or withdrawal of the Managing General Partner;

(e) the death of Dennis J. McGillicuddy; or

(f) the sale of all or substantially all of the Partnership's Property.

(g) the complete withdrawal of the Limited Partners.

37. Winding Up and Distributions. Upon the dissolution of the Partnership pursuant to section 36, and unless the Partnership is reconstituted, the winding up of the Partnership's business and the liquidation and distribution of Partnership assets must be carried out with due diligence and in a timely manner, and consistent with both the requirements of applicable law and the following provisions of this section:

(a) The Managing General Partner shall be responsible for taking all actions relating to the winding up, liquidation, and distribution of assets of the Partnership, unless its Retirement, removal, or withdrawal causes the dissolution, in which case the fiscal agent, liquidator, or receiver appointed (without judicial action) by a Majority in Interest shall be so responsible. The Managing General Partner, or the appointed fiscal agent, liquidator, or receiver, is referred to in this Agreement as the "Liquidator." A Limited Partner can be appointed to be the Liquidator. The Liquidator shall file all certificates or notices of the dissolution of the Partnership as required by law. Upon the complete liquidation and distribution of the Partnership assets, the Partnership shall terminate, and the Liquidator shall execute, acknowledge, and cause to be filed all certificates and notices required by law to terminate the Partnership.

(b) The Liquidator shall proceed without unnecessary delay to sell and otherwise liquidate the Partnership's assets. Unless directed otherwise by a Majority in Interest, all Marketable Securities, cash and other readily divisible or fungible assets of the Partnership shall be distributed directly to the Partners in the manner set forth in

section 16(c)(i). The Liquidator shall promptly sell the other assets of the Partnership unless it determines that an immediate sale of part or all of such assets would cause undue loss to the Partners. In such case, the Liquidator, to avoid such loss, may defer the liquidation of the Partnership assets for a reasonable time, except for those liquidations that are necessary to satisfy the debts and liabilities of the Partnership to persons and parties other than the Partners. The Liquidator shall distribute the proceeds from the liquidation of the Partnership's assets as provided in section 16(c).

(c) Upon the dissolution of the Partnership pursuant to section 36, and unless the Partnership is reconstituted, the Liquidator shall cause the accountants for the Partnership to prepare within ninety (90) days after the

occurrence of the event of dissolution, and immediately thereafter shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership as of the date of its dissolution. The Liquidator, promptly following the complete liquidation and distribution of the Partnership's assets, shall cause the Partnership's accountants to prepare, and the Liquidator shall furnish to each person who is a Partner immediately before the dissolution, a statement showing the manner in which the Partnership assets were liquidated and distributed.

38. Distribution of Liquidation Proceeds and Assets and Allocation of Gains and Losses. Subject to the last sentence of 12(d), the net proceeds from liquidation of the Partnership's assets and the unliquidated Property of the Partnership shall be distributed, and all Profits and Losses resulting from the liquidation of the Partnership shall be allocated, among the Partners in the proportions and orders of priority specified in section 16(c).

39. Limitation of Liability of Partners. Upon the dissolution of the Partnership and the distribution of the net liquidation proceeds pursuant to section 36 and section 16(c), each Partner shall look solely to the assets of the Partnership for the payment of his unreturned Capital Contributions, and if the Partnership's assets remaining after the payment or discharge of the debts and liabilities of the Partnership are insufficient to pay the full amount of the unreturned Capital Contributions of each Partner, the Partner shall have no recourse or claim against any Partner or the Partnership with respect to its unreturned Capital Contributions, except for claims for fraud, gross negligence, or breach of fiduciary duty.

40. Waiver of Right of Partition of Assets. Each Partner, and for his heirs, successors, and assigns, waives his right to the partition of the assets of the Partnership upon the dissolution and liquidation of the Partnership.

ARTICLE X

ACCOUNTING YEAR, BOOKS, RECORDS, AND REPORTS

41. Books and Records. In accordance with the Act, the Managing General Partner shall maintain at the principal office of the Partnership a complete and accurate

set of books of records and accounts, in which it shall make full and complete entries of all dealings or transactions relating to the Partnership's business and where it shall keep all supporting documentation of transactions with respect to the conduct of the Partnership's business. The Managing General Partner may delegate responsibility to those persons as a Majority in Interest agree to compile and maintain all required information and prepare all required materials provided for in this Agreement. Each Partner or his duly authorized representative, upon five days' advance notice to the Managing General Partner,

may examine during normal business hours the books of the Partnership and all other records and information concerning the operation of the Partnership.

42. Reports. If requested by a Partner at least 30 days prior to the end of a quarter, within 60 days after the end of each fiscal quarter in each fiscal year of the Partnership, the Managing General Partner shall cause to be prepared and sent to each Partner a balance sheet, income statement and cash flow statement of the Partnership for and as of the end of that fiscal quarter, in each case unaudited but accompanied by a report of the activities of the Partnership for that quarter. Within 90 days after the end of each fiscal year of the Partnership, the Managing General Partner shall cause to be prepared and sent to each Partner a financial report consisting of (a) a balance sheet as of the end of the fiscal year; (b) statements of income, partner's equity, and changes in financial position for the fiscal year; (c) if requested by a Partner, the opinion of the Partnership's certified public accountant concerning the foregoing financial statements; (d) a summary of the Partnership's activities for the fiscal year; (e) a statement showing the distributions to each Partner during the fiscal year and identifying any distributions which constitute a return of Capital Contribution; and (f) a statement showing the amount of Taxable Income or Taxable Loss, and listing each item of income, gain, loss, deduction, or credit allocated or charged against the Partner for federal and state income tax purposes.

43. Bank Accounts. The Managing General Partner shall maintain the bank accounts of the Partnership in such financial institutions as the Managing General Partner considers appropriate. The Managing General Partner shall make or permit withdrawals from the Partnership's bank accounts on the signature of the Managing General Partner or on such other signatures as the Partners shall designate in writing.

44. Tax Elections. If the Partnership has not made the election set froth in Treas. Reg. ss. 1.761-2, or if Subchapter K of Chapter 1 of the Code applies to the Partnership, the Partnership shall file an election under Section 754 of the Code, relating to the optional adjustment to the basis of partnership property, at the first time it is permitted to do so after the beginning of the term of this Partnership. The Managing General Partner shall make or waive, at its discretion, all other tax elections required or permitted to be made by the Partnership under the Code.

45. Accounting Method and Fiscal Year. The Managing General Partner shall maintain the Partnership records and books of accounts in accordance with the cash

method of accounting, with such modifications as are set forth in this Agreement, and otherwise in accordance with genera11y accepted accounting principles consistently applied. The fiscal year of the Partnership is the calendar year.

ARTICLE XI

GENERAL PROVISIONS

46. Power of Attorney. Each Limited Partner (including each substitute Limited Partner), by executing a counterpart of this Agreement, irrevocably constitutes and appoints, with full power of substitution, the Managing General Partner as his true and lawful attorney-in-fact, with full power and authority in his name, place and stead to make, execute, acknowledge, deliver, swear to, publish, record and file:

(a) any certificate or other instrument that may be required to be fi1ed, published or recorded by the Partnership under the Act or any other law of Delaware or that the Managing Genera1 Partner considers advisable to file, publish or record;

(b) all documents (including schedules and amendments to this Agreement) that may be required to effect the continuation or reinstatement of the Partnership, admit an additional or substitute Partner (other than any approval required of Limited Partners), reduce the Capital Contributions of a Partner, or dissolve and terminate the Partnership; and

(c) all amendments to this Agreement adopted in accordance with section 54. The foregoing power of attorney is coupled with an interest, resulting from each Limited Partner's reliance on the power of the attorney-in-fact to act as contemplated by this Agreement for the purposes described in this section 46. The foregoing power of attorney shall survive the Retirement of a Limited Partner and the Assignment by any Limited Partner of all or any part of his Partnership Interest, except that when an assignee is granted Partnership Rights and admitted as a substitute Limited Partner the power of Attorney of the assignor Limited Partner shall survive the Assignment only for the purpose of enabling the non-managing General Partner to make, execute, acknowledge, deliver, swear to, publish, record and file every instrument necessary to effect the substitution.

47. Partnership Contracts. The Managing General Partner may enter into agreements and contracts on behalf of the Partnership only if they are in writing and clearly indicate to the other parties that the Partnership is a general partnership of which the Managing General Partner is a general partner.

48. Conveyances. Subject to section 20, the Managing General Partner may sign any deed, mortgage, lease, bill of sale, security agreement, pledge, contract or other instrument or commitment purporting to convey or encumber any of the Partnership's Property or any interest therein, whether now or subsequently owned or leased at any

time by the Partnership, and no other signature is required.

49. Notices. To be effective, a notice required or permitted by this Agreement must be in writing, or by telegram, telex or telecopy if promptly confirmed in writing. A notice is given when delivered or, if mailed, when deposited in a United States postal service letterbox to be sent by first class, postage prepaid, certified mail, with return receipt requested (whether or not the sender receives the return receipt), and addressed, if to a Partner, at his registered address listed on Exhibit A and, if to the Managing General Partner or the Partnership, to the attention of such Managing General Partner at the Partnership's principal business office.

50. Consents. Any consent required by this Agreement may be given as follows:

(a) by a writing given by the consenting Partner and received by the Managing General Partner or other appropriate recipient at or before the occurrence of the action or other thing for which the consent was solicited, unless the consent is nullified by:

(i) A writing from the consenting Partner that is received by the Managing General Partner before the occurrence of the action or other thing for which the consent was so1icited; or

(ii) the negative vote by the consenting Partner at any meeting called for the purpose of considering the action or other thing.

(b) by the affirmative vote of the consenting Partner at any meeting called for the purpose of considering the action or other thing for which the Partner's consent was solicited.

51. Meetings. The Managing General Partner may call meetings of the Partners for any purpose, at any, time. The Managing General Partner shall call a meeting of the Partners within 30 days after he receives from a Majority in Interest a written request for a meeting, stating the purpose of the requested meeting and the matters proposed for consideration. Meetings of the Partners may be held at such time, date and place as the Managing General Partner designates. The Managing General Partner shall give notice of any meeting of the Partners not less than ten nor more than 60 days before the date of the meeting, to each Partner at his registered address listed on Exhibit A. The notice shall state the time, date and place of the meeting, the purpose of the meeting and the Partner at whose direction or request the meeting is called. Except in the case of emergency, meetings of the Partnership shall be held in Delaware or South Carolina. If a meeting is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place of the adjournment is announced at the called meeting. The presence in person or by proxy of a Majority in Interest constitutes a quorum at a meeting. Any notice of a meeting required by this section may be waived in writing at, before or after the meeting and shall be deemed to be waived by each Partner

who is present in person or by proxy at the meeting. Only those persons who are Partners at the close of business on the day before the meeting are entitled to vote at the meeting. Any Partner entitled to vote at a meeting may authorize any person to act for him by written proxy if a copy of the proxy is delivered to the Managing General Partner before the commencement of the meeting. To be effective, a proxy must be signed by the Partner (and, if applicable, each co-owner) or his duly appointed attorney-in-fact, and no proxy shall be valid for more than 11 months after its date. A proxy is revocable at the pleasure of the Partner granting it.

52. Binding Effect; Counterparts. The covenants and agreements contained in this Agreement are binding on, and inure to the benefit of, the legal and personal representatives, heirs, successors and permitted assignees of the parties to this Agreement. The parties may execute this Agreement in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same agreement.

53. Choice of Law. This Agreement and the rights and obligations of the Partners under it are governed by, and construed and enforced in accordance with, the laws of Delaware.

54. Complete Agreement; Modification. This Agreement contains the final, complete and exclusive expression of the understanding among the Partners with respect to the Partnership and its purposes and objectives and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. Except to admit a new or a substitute Partner or to reflect the withdrawal or Retirement of a Partner, this Agreement and every provision of it may be modified or amended only by an agreement in writing signed by or on behalf of all Partners.

55. Evidence of Partnership Interests. The Partnership Interest of each Partner is evidenced exclusively by a counterpart of this Agreement (including Exhibit A) that has been signed and dated by the Managing General Partner.

56. Tax Matters Partner. The Managing General Partner or its designee shall be the "tax matters partner" of the Partnership for federal income tax purposes. Pursuant to Section 6223(c)(2) of the Code, upon receipt of notice from the Internal Revenue Service of the beginning of an administrative proceeding with respect to the Partnership, the Managing General Partner, as the tax matters partner, shall furnish the Internal Revenue Service with the names, addresses, and Percentage Interests of each of the Partners. The Managing General Partner agrees not to enter into a settlement agreement pursuant to Section 6224 of the Code without providing at least 30 days advance written notice to each Partner. As tax matters partner, the Managing General Partner shall have absolute discretion regarding whether to seek judicial review of any administrative determination and, if it determines to seek judicial review of Internal Revenue Service action pursuant to Section 6226 of the Code, then the

Managing General Partner shall select the judicial forum for such review. The tax matters partner shall receive no compensation for its services as such. The Partnership shall bear all third party costs and

expenses incurred by the tax matters partner in performing its duties as such. Nothing herein shall be construed to restrict the Partnership from engaging an accounting firm or law firm to assist the tax matters partner in discharging its duties hereunder.

57. Gender and Number. As used in this Agreement, the masculine gender includes the feminine and neuter, and the singular includes the plural.

58. Title. Title to any Property acquired by the Partnership shall be taken in the name of the Partnership.

IN WITNESS WHEREOF, this agreement has been executed by or on behalf of each Partner as of the date written beside his name.

GENERAL PARTNER:

/s/ Dennis J. McGillicuddy, Jr. 9/27/00

Dennis J. McGillicuddy, Jr. Date

LIMITED PARTNERS:

/s/ Dennis J. McGillicuddy 9/25/00

Dennis J. McGillicuddy Date

/s/ Graciela S. McGillicuddy 9/25/00

Graciela S. McGillicuddy Date

ADDENDUM NO. 1 TO THE
LIMITED PARTNERSHIP AGREEMENT OF
MCGILLICUDDY INVESTMENTS LIMITED PARTNERSHIP III

This is Addendum No. 1 (the "Addendum"), to the Limited Partnership Agreement (the "Agreement") of McGillicuddy Investments Limited Partnership III, a Delaware limited partnership the "Partnership"), entered into by and among

Dennis J. McGillicuddy Jr., as the Managing General Partner, and Dennis J. McGillicuddy and Graciela S. McGillicuddy, as limited partners ("D. McGillicuddy and G McGillicuddy," respective1y) effective as of August 1, 2000.

ADDENDUM

In addition to the Managing General Partner, the following individual is authorized to make withdrawals from the Partnership's bank accounts:

Ed Wood

The parties hereto have executed this Addendum effective as of the date and year stated above.

MANAGING GENERAL PARTNER

/s/ Dennis J. McGillicuddy Jr.

Dennis J. McGillicuddy Jr.

LIMITED PARTNERS

/s/ Dennis J. McGillicuddy

Dennis J. McGillicuddy

/s/ Graciela S. McGillicuddy

Graciela S. McGillicuddy

AGREEMENT OF LIMITED PARTNERSHIP
OF THE McGILLICUDDY FAMILY LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP made as of the 18th day of December, 2001, among DENNIS J. McGILLICUDDY, as general partner (the "General Partner"), and GEORGE J. CARTER, Trustee of the Dennis J. McGillicuddy, Jr. 2001 Trust, which trust was created u/i/d December 18th, 2001 by and between Dennis McGillicuddy, as Grantor, and George J. Carter, as Trustee, and McGILLICUDDY INVESTMENTS LIMITED PARTNERSHIP, III, as limited partners (individually, a "Limited Partner" and collectively, the "Limited Partners").

WHEREAS, the parties hereto wish to enter into a limited partnership (the "Partnership") with each other in accordance with the terms hereof to carry on certain investment activities;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

ARTICLE I

GENERAL PROVISIONS

1.01. Commencement. The Partnership shall, upon the terms and subject to the conditions set forth herein, commence its existence subject to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act") as of the date hereof.

1.02. Duration. The Partnership will continue until December 31, 2060, unless earlier dissolved and terminated as herein provided.

1.03. Names, Status and Residences of Partners. The names, status and places of residence of the General Partner and of the Limited Partners (individually, a "Partner," and collectively, the "Partners") are set forth in Schedule A attached hereto.

1.04. Filing and Publication of Certificate. The General Partner has executed, acknowledged and filed or shall execute, acknowledge and file with the office of the Secretary of State of the State of Delaware the requisite certificates to comply with the provisions of the Act.

1.05. Power of Attorney. The Limited Partners hereby constitute and appoint the General Partner their true and lawful attorney to make, sign, execute, certify, acknowledge and file on behalf of the Limited Partners (i) any certificates of amendment or certificate of dissolution required under the Act and to include therein all information required by law and (ii) any documents, agreements and instruments necessary or related to the business and operation of

the Partnership.

1.06. Purposes of Partnership. The purposes of the Partnership are to purchase or otherwise acquire, hold for investment or sell or otherwise dispose of or realize upon, and generally deal in all forms of securities including limited partnership interests, stocks and bonds, real property and interests in real property, and interests or participations in other property or assets of any kind or description created or issued by any person, firm, partnership, syndicate or other entity, to exercise as owner or holder of the foregoing all rights, powers and privileges in respect thereof and to do all acts and things necessary or appropriate for the preservation, protection, improvement and enhancement in value of the foregoing. Without limiting the generality of the foregoing, the Partnership may carry out its business and accomplish its purposes as principal, whether by or through trustees or agents, alone or with associates, or as a member of or as a participant in any firm, association, trust, syndicate or other entity. The exercise of any powers pursuant to Article II hereof shall be deemed consistent with the purposes of the Partnership.

1.07. Name of Partnership. The name of the Partnership will be The McGillicuddy Family Limited Partnership, or such other name as the General Partner shall choose at any time.

1.08. Principal Office. The principal place of business of the Partnership, and such additional places of business of the Partnership as the General Partner may from time to time desire to establish, shall be located at such place or places inside or outside of the State of Delaware as the General Partner may determine from time to time.

1.09. Liability of General Partner. The General Partner shall be liable far the repayment, satisfaction and discharge of all debts, liabilities and obligations of the Partnership.

1.10. Liability of Limited Partners. Subject to the provisions of the Act, no Limited Partner shall be liable for the repayment, satisfaction and discharge of all debts, liabilities and obligations of the Partnership in excess of the balance of his, her or its respective Capital Account (as defined in Section 4.02 hereof).

1.11. Additional Limited Partners. The General Partner may admit additional Limited Partners to the Partnership, without the consent of any Limited Partner. Admission of any partner hereunder shall not be a cause of dissolution of the Partnership.

ARTICLE II

POWERS

2.01. The Partnership shall have the following powers:

(a) Investments. To invest and trade, on margin or otherwise, in capital stock, bonds, notes, debentures, interests in limited partnerships, mortgages including senior and junior mortgages and other instruments or evidences

of indebtedness, in rights and options relating thereto and in real and personal property (collectively, "Securities") and to sell Securities short;

(b) Securities. To possess, transfer, mortgage, pledge or otherwise deal in, and to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, Securities held or owned by the Partnership with the ultimate objective of the preservation, protection, improvement and enhancement in value thereof;

(c) Borrowing. To borrow or raise moneys and, from time to time without limit as to amount, to issue, accept, endorse and execute promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon, pledge of, or conveyance or assignment in trust of, the whole or any part of the property of the Partnership, whether at the time owned or thereafter acquired, and to sell, pledge, or otherwise dispose of such obligations of the Partnership for its purposes;

(d) Affiliates. To borrow moneys and/or securities from, and lend moneys and/or securities to, relatives of Partners, corporations controlled by Partners, trusts of which Partners are settlers, trustees or beneficiaries, and any other person or entity affiliated with any of the Partners (collectively, "Affiliates"), as well as Partners themselves, or to pledge, mortgage or hypothecate securities to secure borrowings or other liabilities of Affiliates to any financial institution, including any bank, and to make investments in or otherwise be involved with respect to entities or ventures in which Partners or Affiliates are involved; provided that it is expressly agreed and understood that the General Partner shall be authorized to sign any documents on behalf of the Partnership for this purpose without obtaining the prior consent of the Limited Partners;

(e) Offices. To have and maintain one or more offices within or without the State of Delaware and in connection therewith to rent or acquire office space, engage personnel and do such other acts and things as may be necessary or advisable in connection with the maintenance of such office or offices;

(f) Bank Accounts. To open, maintain and close bank accounts, including the power to draw checks or other orders for the payment of moneys;

(g) Contracts. To enter into, make and perform all contracts, agreements and other undertakings as may be necessary or advisable or incident to the carrying out of the foregoing objects and purposes; and

(h) Other. In general, to do and perform everything that may be necessary or desirable for the conduct of the Partnership's business and to carry out the purposes for which the Partnership is formed.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.01. Contribution. Each Partner has agreed to contribute cash or Securities having a value equal to the sum set forth opposite his, her or its name on Schedule A hereof to the Partnership. The Partners shall make such additional contributions as may from time to time be agreed upon by unanimous consent of the Partners. With the consent of the General Partner, a Partner may contribute Securities to the capital of the Partnership.

3.02. Interest. The Partnership shall not be required to pay interest on the capital contribution of any Partner.

ARTICLE IV

CAPITAL ACCOUNTS AND DIVISION OF PROFIT AND LOSS

4.01. Partnership Books; Fiscal Year; Inspection. Proper and complete books of account of the investment activities of the Partnership shall be kept at the principal office of the Partnership. The fiscal year of the Partnership will be the calendar year, provided, that the first taxable year of the Partnership shall begin on the date hereof and end on December 31, 2001. As soon as practicable after the end of each fiscal year, the General Partner shall cause financial statements for such fiscal year to be prepared at the expense of the Partnership. Except as may be otherwise required by law, the right of each Limited Partner to inspect and copy the books of the Partnership shall be limited to the portions of such books which deal with the interest in the Partnership of such Limited Partner.

4.02. Capital Accounts. Cumulative records reflecting the amount of a Partner's capital contributions, distributions, gains, losses, expenses and income ("Capital Accounts") will be maintained for each Partner.

4.03. Allocation of Tax Items. Except as provided in Section 4.04 below, income, gains, losses, deductions and credits of the Partnership (each as determined for Federal income tax purposes) shall, for federal income tax purposes, be allocated to the Partners proportionately in accordance with their respective Capital Account balances. In the event that the Partners' proportionate Capital Accounts vary during a fiscal year, appropriate allocations shall be made by the General Partner.

4.04. Gain or Loss on Contributed Securities. Any gain or loss realized during any fiscal year by the Partnership from the sale of any contributed

Securities shall, for federal income tax purposes, be allocated between the contributing Partner and all of the other Partners as follows:

(a) Any such gain or loss attributable to the difference between the contributing Partner's adjusted basis for such Securities and the market value thereof at the time of their contribution shall be allocated to such contributing Partner; and

(b) Any such gain or loss attributable to the difference between the market value of such Securities at the time of their contribution and the proceeds realized by the Partnerships shall be allocated among all of the Partners (including such contributing Partner) in proportion to their respective Capital Accounts.

If operation of the "ceiling rule" set forth in the regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"), prevents the preceding clause (a) from having its intended effect, appropriate "curative allocations" shall be made by the General Partner.

4.05. Valuation of Securities, For purposes of determining the value of Securities, Securities which are traded on a stock exchange shall be valued at their last sales prices on the date of determination, or, if no sales occurred on such day, at the mean between the "bid" and "asked" price on such day; Securities which are not so listed shall be valued at their last closing bid prices if held "long" by the Partnership and their last closing asked prices on the date of determination if held "short" by the Partnership; Securities which are in the form of put or call options shall be valued at their last sales prices; and Securities which are not readily marketable shall be valued at fair market value as determined by the General Partner, in his sole discretion.

ARTICLE V

MANAGEMENT

5.01. Control by General Partner. Except as otherwise limited herein, the general management, control and conduct of the business of the Partnership will be vested solely in the General Partner. The Limited Partners will not take any part in the management of the business or transact any business for the Partnership, and will have no power to sign for or bind the Partnership.

5.02. Liability of General Partner. The General Partner shall not be liable to the Limited Partners for any losses, damages or other injury incurred in the conduct of partnership activities except those caused by the willful neglect or gross negligence of the General Partner.

5.03. Other Business Interests. The General Partner will devote such time to the activities of the Partnership as he deems necessary for its operation. It is understood, however, that the General Partner has and expects to have other interests to which he intends to devote substantial amounts of time and from which he expects to derive profits; and such other interests are expressly permitted.

5.04. Fees of General Partner. The Partnership shall not pay the General Partner any fee as compensation for his services as General Partner to the Partnership, but shall reimburse him for his out-of-pocket expenses. The Partnership may retain and pay the fees and expenses of counsel, accountants and other experts whether or not Affiliates of the General Partner.

5.05. Tax Matters Partner. The General Partner shall be the Tax Matters Partner as defined in Section 6231 (a)(7) of the Code.

ARTICLE VI

LEGAL INTERESTS AND DISTRIBUTIONS

6.01. Legal Interests. Each Partner shall have and own an undivided interest in the Partnership equal to his, her or its Capital Account.

6.02. Distributions. The General Partner shall make distributions of cash and property at such times and in such amounts and shall maintain such reserves as he shall, in his sole discretion, deem to be necessary or desirable. Distributions shall be made to the Partners in proportion to their respective Capital Account balances.

ARTICLE VII

TRANSFER OF PARTNERSHIP INTEREST

7.01. Prohibited Transfers. No Partner may, without the prior written consent of the General Partner, transfer, sell, assign, pledge or otherwise

dispose of, whether voluntarily or by operation of law, at judicial sale or otherwise, all or any portion of its, his or her interest in the Partnership to any person or entity other than to the Partnership or to another Partner. Any transfer of an interest in the Partnership, other than in accordance with this Article, shall be voidable and the Partnership shall not be required to recognize any equitable or other claims to such partnership interest on the part of the purported transferee thereof. Any permitted transferee who is not already a Partner shall become a Partner upon its, his, or her execution and delivery to the Partnership of a copy of this Agreement, whereupon such permitted transferee shall have the benefit, and shall be subject to the obligations, of this Agreement.

ARTICLE VIII

TERMINATION, DISSOLUTION AND DISTRIBUTION OF PROCEEDS

8.01. Election by General Partner. The Partnership may be terminated by the General Partner as of the end of any fiscal year after fiscal year 2001 upon at least ninety (90) days' prior written notice to each of the Partners. In such event, the Partnership shall be wound up and liquidated.

8.02. Death, Withdrawal, Etc. of Limited Partner. If any Limited Partner dies or becomes incapable of acting as such, the Partnership shall not dissolve, but the legal representative of such Limited Partner in his capacity as such shall become the Limited Partner in lieu of the deceased or incapacitated Limited Partner. A Limited Partner may withdraw from the Partnership only with the prior written consent of the General Partner.

8.03. Death, Withdrawal, Etc. of General Partner. The General Partner may withdraw as such as of the end of any fiscal year upon at least thirty days' prior written notice to each of the Partners. If the General Partner so withdraws, or dies or becomes physically or mentally incapable of performing his duties as the General Partner, or if all the legal interest of the General Partner in the Partnership is sold, transferred, assigned or conveyed (whether voluntarily or by operation of law), the interest of the General Partner shall without further action be converted into an interest as Limited Partner. In the event of the death, withdrawal or physical or mental incapacity or the sale, transfer, assignment and conveyance of all the legal interest in the Partnership of the General Partner, the Partnership shall terminate and shall be wound up and liquidated, unless within ninety (90) days after the date of the death, withdrawal or physical or mental incapacity or the sale, transfer, assignment

and conveyance of all the legal interest in the Partnership of the General

Partner, all the Limited Partners agree in writing to continue the business of the Partnership and to the appointment of one or more General Partners to the Partnership.

8.04. Liquidation. A liquidation of the Partnership following its termination and dissolution shall be carried out by the General Partner or, if there is no General Partner, the Limited Partners may choose a liquidator. Such liquidation may be completed either by selling the Partnership assets and distributing the proceeds of such sale or by distributing the Partnership assets to the Partners in kind as the person carrying out the liquidation shall determine. Upon a distribution in kind each Partner shall receive an interest in the Partnership assets subject to any unsatisfied Partnership liabilities.

8.05. Payments Prior to Liquidating Distribution. Before any liquidating distribution is made to the Partners, all Partnership debts and obligations (to persons other than the Partners) shall be paid or provided for and reasonable reserves shall be established for contingent liabilities in amounts determined by the General Partner. Any obligations of the Partnership to Partners shall then be paid. Thereafter the remaining Partnership assets shall be distributed to the Partners in proportion to their Capital Account balances.

ARTICLE IX

GENERAL PROVISIONS

9.01. Election Under Section 754. Promptly upon receipt of notice from a Partner or legal representative of a deceased Partner requesting the Partnership to make an election under Section 754 of the Code (or any successor section) or requesting revocation of such an election, the General Partner shall give notice thereof to all other Partners, and, after considering any comments from the other Partners, may in his discretion make an election or attempt to revoke any election then in effect pursuant to such Section 754.

9.02. Notices. All notices hereunder shall be in writing. Notices to a Partner shall be directed to him, her or it at the address stated in Schedule A hereto. Notices to the Partnership shall be directed to the attention of the General Partner. Any Partner, by notice to the Partnership, may designate a new address to which notices to him, her or it may be sent and the Partnership will advise all of the Partners of such new address; similarly the Partnership may designate a new address for notices to it, by written notice to all the Partners. Unless otherwise specified herein, all notices shall be effective either when delivered to the proper address or when sent by registered or certified mail to such address.

9.03. Indemnification. Notwithstanding the provisions of Section 1.09 hereof, the Partnership shall indemnify and save harmless the General Partner from any personal loss, damage or liability incurred by him by reason of any act

performed by him or and on behalf of the Partnership except losses, damages and liabilities incurred arising from the willful neglect or gross negligence of such General Partner.

9.04. Securities Law Restrictions. Each Partner by executing and delivering this Agreement represents, warrants and covenants to the other Partners

and the Partnership that his, her or its Partnership interest is being acquired solely for his, her or its own account for investment and not with a view to any public sale or other disposition thereof, and not for or on behalf of any other person or entity and that such Partnership interest will not be sold without registration under the Securities Act of 1933 or exemption therefrom.

9.05. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by the General Partner and his determination shall be final, binding and conclusive. If and to the extent that the foregoing provision shall be invalid or ineffective, any such controversy or claim arising out of or relating to this Agreement or the breach thereof shall be submitted to arbitration before a single arbitrator in Delaware in accordance with the then prevailing Rules of Commercial Arbitration of the American Arbitration Association and judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

9.06. Further Assurances. Each Partner will do all acts and execute all additional documents necessary or desirable to carry out the provisions of this Agreement.

9.07. Binding Effect. The rights and liabilities of the parties shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns.

9.08. Survival. All the terms and conditions of this Agreement shall survive the filing of the Limited Partnership Certificate and any other certificates to be filed hereunder.

9.09. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the

parties in connection therewith. No Partner or agent of the Partnership is authorized to make any representation, warranty or promise not contained herein. No change, termination or attempted waiver of any of the provisions hereof shall be binding on the Partnership unless in writing and signed by the General

Partner and a majority-in-interest of the Limited Partners (unless a higher percentage is required by this Agreement or applicable law). No Partner or agent of the Partnership is authorized to agree to any change, termination or waiver of any of the provisions hereof in any other way. No modification, waiver, termination, rescission, discharge or cancellation of this Agreement shall affect the right of the Partnership to enforce any claim, whether or not liquidated, which accrued prior to the date of such modification, waiver, termination, rescission, discharge or cancellation of this Agreement, and no waiver of any provision of or default under this Agreement shall affect the right of the Partnership or Partners thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

9.10. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

9.11. Grammatical Construction. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

9.12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

9.13. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

9.14. Liability. The Trustee of the Dennis J. McGillicuddy, Jr. 2001 Trust executes this Agreement only as Trustee and shall be bound hereby only in her capacity as Trustee and not individually. The Partnership shall look solely to the assets of the trust that is a Partner for satisfaction of any liability of the Trustee of such trust in respect hereof

and will not seek recourse against such Trustee individually or against any of his or her individual assets.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

GENERAL PARTNER:

/s/ Dennis J. McGillicuddy

Dennis J. McGillicuddy

LIMITED PARTNERS:

/s/ George J. Carter

George J. Carter, as Trustee of the Dennis J. McGillicuddy, Jr. Trust created u/i/d December 18th, 2001, by and between Dennis J. McGillicuddy, as Grantor, and George J. Carter, as Trustee

McGillicuddy Investments Limited Partnership, III

By: /s/ Dennis J. McGillicuddy

Dennis J. McGillicuddy
Managing General Partner

STATE OF FLORIDA)
:ss.:
COUNTY OF SARASOTA)

On this 18th day of December, 2001, before me personally appeared DENNIS J. McGILLICUDDY, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

[NOTARY SEAL]

/s/ Marjory Schiavo

Notary Public

STATE OF MASSACHUSETTS)
:ss.:
COUNTY OF MIDDLESEX)

On this 26 day of December, 2001, before me personally appeared GEORGE J. CARTER, to me known and known to me to be the individual described in and who

executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

[NOTARY SEAL]

/s/ Barbara J. Corinha

Notary Public

STATE OF MASSACHUSETTS)
:ss.:
COUNTY OF BARNSTABLE)

On this 18th day of December, 2001, before me personally appeared DENNIS J. McGILLICUDDY, Jr., to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

/s/ [SIGNATURE ILLEGIBLE]

Notary Public

Exhibit 4

LIMITED PARTNERSHIP AGREEMENT

OF

SILVERSTEIN INVESTMENTS LIMITED PARTNERSHIP, II
a Delaware limited partnership

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SILVERSTEIN INVESTMENTS LIMITED PARTNERSHIP II AGREEMENT

This Limited Partnership Agreement ("Agreement") is entered into, pursuant to the provisions of the Delaware Uniform Limited Partnership Act, and shall be retroactively effective as of the date of filing of the Certificate of Limited Partnership with the Delaware Secretary of State, by S.B. Investment Management, Inc. with Steven Blechner as its president, whose address is 40 Harvestwood Drive, West, Bridgewater, MA 02379 (as the "Managing General Partner"). Barry Silverstein, whose address is 5111 Ocean Boulevard, Suite C, Sarasota, Florida 34242 is the only limited partner in the Partnership. This Agreement is on the following terms and conditions:

ARTICLE I

FORM AND INTERPRETATION

1. Definitions. The following capitalized terms, as used in this Agreement and in the attached exhibits, which constitute a part of this Agreement, have the meanings ascribed to them below and include the plural as well as the singular number:

"Act" means the Delaware law pertaining to Limited Partnerships, as amended, or any subsequent Delaware law concerning partnerships that are enacted in substitution for the Act.

"Affiliate" of a Partner means (1) another Partner of the Partnership; (2) a legal or personal representative of any Partner; (3) the Partner's lineal descendants and spouse (other than a spouse who is legally separated from the Partner under a decree of divorce or separate maintenance); (4) a trustee of a

trust for the benefit of any Person referred to in clause (1), (2) or (3); (5) a Person, other than an individual, of which 80% or more of the voting or equity interests is owned directly or indirectly by a Partner and/or one or more of the Persons referred to in clauses (1) through (4); (6) a Person owning 80% or more of the voting or equity interests of a Partner that is not an individual; or (7) a Person other than an individual, 80% or more of the voting or equity interests of which is owned by the same Person that owns 80% or more of the voting or equity interests of a Partner that is not an individual.

"Agreement" means this Limited Partnership Agreement as originally executed and as subsequently amended or supplemented from time to time in accordance with section 54.

"Assignment" means a sale, exchange, gift, pledge, transfer or disposition of any kind whatsoever and, in the case of a Person that is not an individual, it includes the sale, exchange, pledge, transfer or disposition of a majority of either voting control or the equity interests in such Person.

"Bankruptcy" means taking advantage of any bankruptcy or insolvency act (including the Bankruptcy Reform Act of 1978 or similar law, and also any proceeding under state or local insolvency or debtor relief laws), or a final adjudication of insolvency or an assignment of a major portion of a Person's assets for the benefit of creditors.

"Capital Account" has the meaning set forth in section 12.

"Capita1 Contribution" means the total amount of cash, and net fair market value of securities and other property contributed by a Partner to the equity of the Partnership, or agreed to be contributed by a Partner to the equity of the Partnership, pursuant to section 11(a), and reduced by any return of capital to the Partner within the meaning of section 11(c). Any reference in this Agreement to the Capital Contribution of either a Partner or an assignee of a Partner shall include the Capital Contribution of any prior Partner to whose Partnership Interest the then existing Partner or assignee succeeded.

"Cash Flow" means the excess of cash derived by the Partnership from all sources, including from capital contributions, loans, sales of securities and other activities, (but excluding cash derived from the winding-up and liquidation of the Partnership pursuant to section 37) over the sum of all cash disbursements, including repayments of loans from Partners, loans to Partners for the Partnership, and distributions to Partners pursuant to section 16(a) or (b) (but excluding disbursements pursuant to section 16(c), plus a reasonable allowance for reserves for repairs, investments in Property (including Marketable Securities), replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements to the extent not funded by reserves) as reasonably determined by the Managing General Partner. Notwithstanding the preceding sentence, in determining the reasonable allowance for reserves, the Managing General Partner shall reduce such allowance to the extent necessary to ensure that annual distributions of Cash Flow to each Partner will be in an amount at least equal to the annual income tax liability

(exclusive of income tax liability resulting from a transaction pursuant to section 16(b) or (c)) of each such Partner (determined assuming that the maximum possible income tax rate is applicable) resulting from the allocation to the Partner of his share of the Partnership's Taxable Income and Taxable Loss. Cash Flow is to be calculated separately for each Partner on the theory that each Partner owns the assets of the Partnership contributed by such Person directly. For this purpose, if a Partner has contributed Marketable Securities to the Partnership, such Marketable Securities (including stock dividends thereon, stock splits or other recapitalizations) shall be allocated to the contributing Partner (or such Partner's assigns). In addition, Cash Flow shall be calculated and distributed separately for each of the Class A Partnership Interest and the Class B Partnership Interests and the assets of the Partnership allocated to such interests.

"Class A Partnership Interest" means an interest in the Partnership represented by the Capital Account associated only with the Partnership's ownership of those assets listed on Exhibit A-1 attached hereto and made a part hereof (the "Class A Properties"), and the right to receive a percentage share of the income, gain, loss, deduction, cash and other distributions and liquidation proceeds associated with such property, all subject to and interpreted in accordance with the terms of this Agreement. A Class A Partnership Interest may be expressed in units with each unit representing ownership of a one percent interest in the Class A Properties.

"Class B Partnership Interest" means an interest in the Partnership represented by a partner's Capital Account relating to all assets of the Partnership other than those assets listed on Exhibit A-1 attached hereto and made apart hereof, (i.e., excluding the Capital Account relating to the Class A Properties), and the right to receive his percentage share of the income, gain, loss, deduction, cash and other distributions and liquidation proceeds of the Partnership (other than those associated with Class A Partnership Interests), all subject to and interpreted in accordance with the terms of this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, or any subsequent federal law concerning income taxes that is enacted in substitution for the Code.

"General Partner" means any Person admitted as a general partner in accordance with this agreement.

"General Partnership Interest" means the Partnership Interest of a General Partner, in his capacity as a General Partner.

"Limited Partner" means any Person admitted as a limited partner in accordance with this Agreement.

"Limited Partnership Interest" means the Partnership Interest of a Limited

Partner, in the capacity as a Limited Partner.

"Majority in Interest" when used in regard to the degree of consent, approval or agreement required among the Partners, means Partners whose aggregate Percentage Interests constitute over 50% of the total aggregate Percentage Interests then outstanding.

"Managing General Partner" means the Person designated in this Agreement as the general partner responsible for management of the affairs of the Partnership, including all voting rights with respect to, and control over, Marketable Securities, and thereafter any Person which becomes a general partner responsible for management of the affairs of the Partnership pursuant to this Agreement, in the Person's capacity as a managing general partner of the Partnership.

"Marketable Securities" means securities, including stock, which are traded on an established securities market, whether or not registered under the Securities Act of 1933.

"Partner" means each Person which is a Managing General Partner or a Limited Partner.

"Partnership" means the SILVERSTEIN INVESTMENTS LIMITED PARTNERSHIP II, the limited partnership formed in accordance with the Act pursuant to this Agreement.

"Partnership Interest" includes only a Partner's Capital Contribution and right to receive his Percentage Interest and excludes Partnership Rights.

"Partnership Rights" excludes the Partnership Interest of a Partner, and includes, in addition to other rights provided in this Agreement, the rights provided to him by the Act except to the extent such rights are inconsistent with the provisions of this Agreement.

"Percentage Interest" shall mean a partner's percentage share from time to time of the Net Profits and Net Losses, taxable income or taxable loss, Cash Receipts, cash and other distributions and liquidation proceeds of the capital of the Partnership attributable to a particular class of Partnership Interests all subject to and interpreted in accordance with the terms of this Agreement. The Percentage Interest of partners for each class of Partnership Interests shall be proportionate to the Capital Accounts of the partners in that class of Partnership Interest at all times so that, for example, if a Partner's Capital Account in one class is 100 and the aggregate of all Capital Accounts in the same class of Partnership Interest is 1000, the partner's Percentage in that class of the Partnership is 10%. Except as otherwise provided in this Agreement, in the event of a change among the partners in the Percentage Interest in the Partnership during the year, the Partnership shall use a closing-of-the-books

method with respect to such change or changes in Percentage Interest in computing a partner's share of profits and losses, taxable income and taxable losses, and entitlement to distributions during such year.

"Person" means any individual and any general or limited partnership, corporation, estate, joint venture, trust, business trust, cooperative, association or other organization.

"Profits and Losses" means the annual net income or loss of the Partnership determined on a generally accepted accounting principles basis, as disclosed on the annual financial statements of the Partnership, except that Profits and Losses shall be computed separately for each of the Class A Partnership Interests and Class B Partnership Interests. If the Partners have elected for the Partnership to be excluded

from the application of Subchapter K of Chapter 1 of the Code, the provisions relating to Profits and Losses shall be of no effect during such period at the Partnership level, but will be separately computed for each Partner.

"Property" means any real, personal, tangible or intangible property contributed by a Partner to the equity of the Partnership or otherwise acquired by the Partnership.

"Pro Rata" means in the proportion that the Percentage Interest of each Partner bears to the total Percentage Interests of all the Partners.

"Retirement" means the death, Bankruptcy, adjudication of incompetency as determined by a court of appropriate jurisdiction, dissolution and liquidation or termination of existence, merger or consolidation (except as provided in sections 33 and 34) of a Partner, or the sale, lease or other disposition of all or substantially all the property of a Partner (except as provided in sections 33 and 34).

"Taxable Income or Taxable Loss" means the net income or loss of the Partnership for federal income tax purposes, as determined at the close of the Partnership's fiscal year by the accountants employed by the Partnership to prepare its income tax returns. If the Partners have elected for the Partnership to be excluded from the application of Subchapter K of Chapter 1 of the Code, the provision shall be of no effect for federal income tax purposes during such period, but will be separately computed for each Partner.

2. Captions and Certain Terms. The titles and captions preceding the text of the articles and sections of this Agreement are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect. The words "hereby," "herein," "hereof," "hereto," "hereunder," and terms of similar import refer to this Agreement as a whole and not to any particular article, section, subsection or other part of

this Agreement.

3. Severability. If any article, section or other provision of this Agreement, or its application, is held to be invalid, illegal or unenforceable in any respect or for any reason, the remainder of this Agreement and the application of such article, section or other provision to a person or circumstance with respect to which it is valid, legal and enforceable is not affected.

4. Limitation of Grant. Nothing in this Agreement, whether express or implied, is intended or may be construed to confer upon, or to grant to, any creditor or any other Person (other than the Partners and their legal and personal representatives, heirs, successors and permitted assignees) any right, remedy or claim under or because of this Agreement or any covenant, condition or stipulation of it.

ARTICLE II

ORGANIZATION OF PARTNERSHIP

5. A. Formation, Name, Office and Registered Agent. The Partnership was organized as of the effective date of this Agreement and the signatories to this Agreement constitute the members of this Partnership under the Act as of such date and as of the date hereof. The rights and obligations of the Partners are determined by the Act, except as otherwise expressly provided in this Agreement. The name of the Partnership is "SILVERSTEIN INVESTMENTS LIMITED PARTNERSHIP II." The record keeping office of the Partnership and its principal place of business are located at the residence of the Managing General Partner where the Managing General Partner performs administrative services on behalf of the Partnership. The Partnership does not have a principal business office. The Managing General Partner may change the name of the Partnership or may designate the location of its principal business office at any time and from time to time by giving written notice of such change to each Partner. The registered agent and registered office of the Partnership is The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

B. General and Limited Partners. S. B. Investment Management, Inc. with Steven Blechner as its President is the initial Managing General Partner of the Partnership. The initial Limited Partner of the Partnership is Barry Silverstein.

C. Certificate of Limited Partnership. In connection with the execution of this Agreement, the Managing General Partner signed a certificate of limited partnership, pursuant to the Act. The Managing General Partner shall cause the certificate to be filed with the Delaware Secretary of State. The certificate also has been amended to implement the change in General Partners. The Managing General Partner shall amend the certificate when required under

this Agreement and shall execute the amended certificate as required by the Act.

6. Purpose of Partnership.

(a) Except as provided in 6(c) below, the purposes of the Partnership are to:

(i) invest in, own, sell, acquire, manage and exercise the voting rights associated with Marketable Securities,

(ii) after approval by a Majority in Interest, acquire, hold, sell, own, improve, develop or lease other types of property in addition to Marketable Securities, and

(i) engage in any other lawful activity for profit approved by an affirmative vote of a Majority in Interest.

(b) Notwithstanding Section 6(a), unless unanimously approved by the Partners, the Partnership shall not engage in any activity(ies) which would result, based upon opinion of tax counsel, in the characterization of the Partnership as an investment company as that term is used in Section 721(b) or any successor provision of the Code.

(c) Subsequent to the date of commencement of existence of the Partnership, the Partners may make the election set forth in Treas. Reg. ss. 1.761-2 to have the Partnership excluded from the application of Subchapter K of Chapter 1 of the Code until such time as a Majority in Interest determine to have the Partnership engage in an activity other than investing in Marketable Securities and other intangible assets. Until such time as the Partnership engages in other than investment activities, and if the aforementioned election is made, it is the intention of the Partners that the Partnership shall be only for investment purposes and shall not actively conduct business. It is the intention of the Partners that the Partnership shall have legal title to, and ownership of, Marketable Securities so as to effectuate the co-ownership of the Marketable Securities by the Partners. As is evidenced by various provisions of this Agreement, each Partner reserves the right separately to take or dispose of their shares or interests in the Marketable Securities and the other assets contributed by such Partner to the Partnership. Further, during the period Subchapter K does not apply to the Partnership, this Agreement is to be interpreted in a manner that will give effect to such election.

7. Term of Partnership. The term of the Partnership shall continue until the earlier of (i) December 31, 2020, or (ii) the death or adjudication of

incompetency as determined by a court of appropriate jurisdiction of Barry Silverstein, unless the Partnership is earlier dissolved and terminated under this Agreement.

8. Authorized Acts. In furtherance of its purposes, but subject to every other provision of this Agreement, the Partnership, through, and only through, the actions of the Managing General Partner acting alone, is authorized to do the following:

(a) acquire by purchase, lease or otherwise, any real or personal, tangible or intangible property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(b) construct, operate, maintain, finance, improve, own, sell, convey, exchange, assign, mortgage or lease any property (or a part thereof) as may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(c) borrow money and issue evidences of indebtedness in furtherance of any purpose of the Partnership and secure the same by a mortgage, pledge, security interest or other liens on the property, any part thereof, any interest therein or on any improvements thereto;

(d) prepay, in whole or in part, refinance, increase, renew, modify or extend any indebtedness of the Partnership and, in connection therewith, extend, renew or modify any mortgage, pledge, security interest or other lien affecting any property;

(e) invest and reinvest the assets of the Partnership in, and purchase, acquire, hold, sell, transfer and exchange securities of all kinds, including Marketable Securities;

(f) lend money to Partners;

(g) exercise the voting rights associated with property owned by the Partnership; and

(h) enter into any activity and perform and carry out any contract in connection with, or necessary or incidental to, the accomplishment of the purposes of the Partnership.

9. Co-Ownership of Partnership Interests. Any consent required by a Partner shall require the action or vote of each Person (or in such other manner as such Persons have designated in writing to the Partnership) having an interest in such Partnership Interest, with a majority approval needed for consent. On the death of a co-owner of a Partnership Interest held in either joint tenancy with right of survivorship or tenancy by the entirety, the

Partnership Interest is owned solely by the survivor as a Partner, and not as an assignee. The Partnership need not (although it may) recognize the death of a co-owner of a Partnership Interest until the Managing General Partner receives notice of the death. A co-owner of a Partnership Interest may sever the tenancy by giving to the Managing General Partner notice to that effect, and signed by the co-owner requesting the severance in the case of a joint tenancy, and by both co-owners in the case of a tenancy by the entirety. Upon receipt of the notice and

the certificate evidencing the Partnership Interest owned by the co-owners, the Managing General Partner shall cause the Partnership Interest to be allocated as directed by the co-owners and shall indicate on the Partnership records such allocation. In absence of joint direction, the interests shall be allocated between the owners as the severed ownership interests would be valued for federal estate tax purposes.

10. Representations and Warranties of the Limited Partners. As a condition to becoming a Limited Partner of the Partnership, each Limited Partner represents, warrants, and covenants to each General Partner and the Partnership as follows:

(a) He will not assign, sell, mortgage, pledge, or otherwise transfer or encumber any of his rights under this Agreement except as expressly permitted under this Agreement and applicable laws;

(b) He was granted full and unrestricted access to the Partnership's business premises, offices and properties and its business, partnership and financial books and records as he required, and was permitted to examine the foregoing, to question the General Partner, and to make all other investigations that he considered appropriate to determine or verify the business or condition (financial or otherwise) of the Partnership and to consummate the transactions contemplated by this Agreement;

(c) The Partnership furnished him all additional information concerning the Partnership's business and affairs that he requested;

(d) He was permitted to ask questions of, and to receive answers from, the General Partner concerning the terms and conditions of an investment in a Limited Partnership Interest, and to obtain all additional information he considered necessary to verify the accuracy of the information received by him from the General Partner, and he understands the risks associated with an investment in the Partnership and that such an investment is highly speculative;

(e) Because of his considerable knowledge and experience in financial and business matters in general and securities investments in particular, he is able to evaluate the merits, risks, and other factors bearing on the suitability of a Limited Partnership Interest as an investment;

(f) His income and net worth are such that he is not now, and does not contemplate being, required to dispose of any investment in the Partnership to satisfy any existing or expected obligation, and he is otherwise fully able to bear the economic risks of his proposed investment in the Partnership, including the risk of losing all or any part of his investment in the Partnership and the probable inability to sell, transfer, or pledge, or otherwise dispose of an investment in the Partnership for an indefinite period;

(g) He is acquiring a Limited Partnership Interest solely for his own account, as principal, for investment purposes and not with a view to or for resale in connection with any distribution or underwriting of any Partnership Interests;

(h) He understands that the Limited Partnership Interest that he will purchase has not been and will not be registered under either the Securities Act of 1933 or any state securities law, that he must hold the Limited Partnership Interest indefinitely unless the Partnership Interests are subsequently registered under those laws or transferred in reliance on advice of counsel satisfactory to the Partnership that registration under those laws is not required, and that stop-transfer instructions will be noted in the appropriate records of the Partnership;

(i) He understands that the document evidencing a Limited Partnership Interest acquired by him will bear the following legend:

> These securities have not been registered under either the Securities Act of 1933 or any state securities law and were acquired pursuant to an investment representation by the record owner. These securities are not transferable absent either registration under the Act and every applicable state securities law or advice of counsel satisfactory to the Partnership that registration in not required. Additionally, these securities are subject to certain transfer restrictions set forth in the Limited Partnership Agreement of the Partnership. Reference may be made to the Limited Partnership Agreement for the details of those restrictions.

(j) He understands that a legend substantially identical to the one described above will be placed on every new document issued upon a transfer of a Limited Partnership Interest;

(k) He shall not sell, transfer, pledge, or otherwise dispose of any part of his Limited Partnership Interest, unless the Partnership Interests are registered under the Securities Act of 1933 and under every applicable state securities law or unless the Partnership is furnished with advice of counsel satisfactory to it that registration under those laws is not required; and

(l) He understands that the Partnership does not file periodic

reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

ARTICLE III

PARTNERSHIP CAPITAL

11. Capital Contributions.

(a) Upon executing this Agreement, each Partner shall make or has made a Capital Contribution in the amount and of the type, and initially shall have a Percentage Interest equal to the percentage, set forth opposite his name on Exhibit A. Partners may make (but Limited Partners are not required to make) additional Capital Contributions at such time and in such amount as they in their sole discretion shall determine but only if the Managing General Partner and a Majority in Interest consent to such additional Capital Contributions. Upon the assignment of any Partnership Interest, the making of an additional Capital Contribution or any return of a Capital Contribution, or any substitution of a Partner, Exhibit A shall be amended to accurately reflect the name, address, Capital Contribution and Percentage Interest of each Partner. Each Parties will also be assigned either or both as Class A and Class B Partnership Interest depending on the assets contributed by each Partner and as they shall mutually agree at the time of contribution.

(b) Notwithstanding (a) above, no Capital Contributions shall be made or permitted by any Partner which would result, directly or indirectly, in the Partnership being treated as an investment company under section 721(b) of the Code, and any such attempted Capital Contribution shall be void ab initio. The Managing General Partner shall withhold its consent to the making of an additional Capital Contribution, unless it has satisfied itself (by seeking advice of legal counsel or otherwise) that the making of the additional Capital Contribution will not result, directly or indirectly, in the Partnership being treated as an investment company under section 721(b) of the Code.

(c) A Partner shall not receive from the Managing General Partner or out of Partnership Property, and the Managing General Partner and the Partnership shall not return to a Partner, any part of his Capital Contribution, except as set forth in Articles V, VIII and IX of this Agreement and such distribution is determined to be a return of a Partner's Capital Contribution, and then only if all liabilities of the Partnership, except liabilities to the Partners on account of their Capital Contributions, have been paid or there remains property of the Partnership sufficient to pay them. The Partnership shall not pay interest on Capital Contributions, and, a Partner may demand and receive only cash in return for his Capital Contribution, except to the extent provided for in Articles V and IX of this Agreement or unless the Liquidator (as defined in section 37) decides to distribute Partnership property in kind upon the dissolution, winding-up, and termination of the Partnership, or unless the

distribution of property to a Partner is unanimous1y approved by the Partners. Each Partner, by signing this Agreement or a counterpart

of it, consents to all distributions authorized by this Agreement and releases all other Partners from all liability to both him and the Partnership for all distributions made in accordance with this Agreement.

12. Capital Account

(a) The Managing General Partner shall establish and maintain a Capital Account for each Partner in the Partnership's books of account. Capital Accounts shall be maintained and adjusted in accordance with generally accepted accounting principles. A Limited Partner shall not be obligated to restore a deficit balance in its Capital Account, except to the extent required by the Act. Consistent with these capital account maintenance rules, the Managing General Partner shall credit to each Partner's Capital Account the amounts of the Partner's Capital Contributions and any Profits allocated to the Partner. The Managing General Partner shall charge to or deduct from each Partner's Capital Account the amounts of all distributions (in cash or other property) or the Partner and any Losses allocated to the Partner. If any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferror to the extent it relates to the transferred interest.

(b) The provisions of this section and the other provisions of this Agreement pertaining to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) (or any successor provision thereto), and shall be interpreted and applied in a manner consistent with such Regulations. In the event that Managing General Partner determines that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with such Regulations, provided that it is not likely to have a material effect on the amounts distributable to any Partner without such Partner's consent and upon receipt of an opinion of tax counsel to the Partnership concluding that such modification will be given effect for federal income tax purposes, the Managing General Partner may make such modification.

(c) The Managing General Partner shall revalue the Partnership's Property (based on its fair market value as of the moment immediately preceding the relevant event) and shall adjust Capital Accounts to take into account any resulting Profit or Loss (determined as if the Partnership sold all its Property for cash equal to the Property's fair market value) upon the occurrence of either of the following events: (1) the making by any Partner of any non-Pro Rata additional Capital Contribution, (2) the partial or complete withdrawal of a Partner's Partnership Interest, or (3) the admission of a Partner.

(d) For the purposes of determining Percentage Interests, making allocations and distributions pursuant to Articles IV and V, and wherever else

relevant in this Agreement, multiple Capital Accounts shall be maintained for each partner who

owns more than one class of Partnership Interest. A combined Capital Account shall also be maintained for each partner who has more than one class of Partnership Interest. The combined Capital Account shall be relevant for determining the total amount of distributions to a partner in the event of the liquidation of the Partnership. In the event that a Partner with more than one class of Partnership Interest has a positive combined Capital Account balance at the time of the liquidation of the Partnership, but has a deficit in one of the separate Capital Accounts, liquidating distributions shall be made only to the extent of the net positive balance.

13. Expenses Paid by Partners. Any Partnership expense reasonably paid by any Partner on behalf of the Partnership is an indebtedness of the Partnership to the Partner and does not increase the Partner's Partnership Interest or Percentage Interest. The Partnership shall reimburse the Partner as soon as practicable and may pay interest on the indebtedness.

14. Loans by Partners; Restrictions on Borrowing. The Managing General Partner may borrow money on behalf of the Partnership from any Partner in such amounts and for such purposes as it considers necessary, convenient or incidental to the accomplishment of the purposes of the Partnership. Each loan to the Partnership by a Partner (excluding reimbursable expenses) shall be evidenced by a promissory note or similar instrument of the Partnership, may be secured by a lien on the Property, may bear interest at a rate determined by agreement between such Partner and the Managing General Partner and may be subject to such other terms and conditions as are agreed to by such Partner and the Managing General Partner. The Partnership may prepay each loan from a Partner in whole or in part, at any time and from time to time, without premium or penalty. The Managing General Partner may not borrow money from persons other than Partners or pledge Partnership assets without the express written consent of the non-managing general partner.

ARTICLE IV

PROFITS AND LOSSES AND TAXABLE INCOME AND TAXABLE LOSS

15. Allocations.

(a) Allocation of Profits and Losses.

(i) Profits and Losses of the Partnership shall be determined for each fiscal year of the Partnership in accordance with the cash method of accounting, with such exceptions thereto as are set forth in this Agreement, and otherwise in accordance with generally accepted accounting principles applied in a consistent manner.

(ii) Except as otherwise provided, the Partnership's Losses, if any, arising in a fiscal year shall be allocated among the Partners as follows:

(1) FIRST: To the extent of the aggregate positive Capital Account balances of the Partners as of the end of the fiscal year, Pro Rata to the Partners taking into account any changes in Partnership Percentage Interests during the fiscal year.

(2) SECOND: Pro Rata, to the Managing General Partner.

(iii) Profits arising in a fiscal year shall be allocated among the Partners as follows:

(1) FIRST: To the General Partner until Profits allocated to the General Partner during the term of the Partnership pursuant to this Section 15(a)(ii)(1) equal Losses allocated to the General Partner during the term of the Partnership pursuant to Section 15(a)(ii)(2) then

(2) SECOND: To the Partners Pro Rata taking into account any changes in Partnership Percentage Interests during the fiscal year.

(b) Allocation of Taxable Income and Taxable Loss.

(i) Except as otherwise provided in this section 15(b), allocations of tax items among the Partners shall be consistent with corresponding book (Profits and Losses) items (if any). For tax purposes, Profits and Losses, or any item thereof, shall be appropriately adjusted to reflect Taxable Income and Taxable Loss, or any item thereof, as determined under the Code and shall be allocated among the Partners in such a manner as to comply with the provisions of the Code and Regulations thereunder (including, if necessary, the "minimum gain chargeback provisions" of the Regulations under Section 704 of the Code). For example, any gain or loss recognized by the Partnership with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of the variation, if any, between the basis of the property to the Partnership and its fair market value at the time of contribution or revaluation, whichever is applicable, so as to comply with the requirements of Section 704 of the Code. Thus, for example, if a Partner contributes Property to the Partnership whose agreed fair market value exceeds its adjusted basis in the hands of the contributing Partner ("built-in gain"), and there have been no events giving rise to a revaluation, built-in gain with respect to such contributed Property shall first be allocated to such contributing Partner when the Partnership recognizes gain upon a disposition of such contributed Property, but not in an amount in excess of such built-in gain; the remaining balance of such recognized gain, if any, shall be allocated among the Partners as set forth herein. The allocation of built-in

gain to a contributing Partner shall not increase such Partner's Capital

Account, because such gain was already taken into account when the built-in gain property was contributed to the Partnership. A Partner who contributes property other than cash shall provide the Managing General Partner with information necessary to verify the contributing Partner's adjusted tax basis in the items of property contributed by him to the Partnership.

(ii) Generally, except as provided in section 15(b)(i), Taxable Income and Taxable Loss (and each such income and loss item) shall be allocated Pro Rata among the Partners. In the event, however, that non-Pro Rata distributions of property are made to a Partner or the net proceeds from the sale of property are distributed non-Pro Rata to a Partner, Taxable Income and Taxable Loss derived from such distributions or sales shall be allocated 100% to such Partner, subject only to such modifications as are necessary to comply with Section 704 of the Code. In addition, no allocations of Taxable Loss shall be made to a Limited Partner that would create a deficit balance in the Limited Partner's Capital Account.

ARTICLE V

DISTRIBUTIONS, WITHDRAWALS AND LOANS

16. Distributions.

(a) Cash Flow Distributions. Cash Flow is to be distributed periodically as the Managing General Partner shall determine.

(b) Partial or Complete Withdrawal by a Partner From the Partnership.

(i) In the event of a partial or complete withdrawal of a Partner from the Partnership pursuant to Article VIII, the Managing General Partner shall, as promptly as is reasonably possible, distribute to the Partner any assets then owned by the Partnership that were previously contributed by such Partner to the Partnership but this distribution shall be limited to the extent it would cause the Capital Account of such Partner to be negative. If the Partner has a positive Capital Account balance, then the Partnership shall distribute to the Partner his Pro Rata share of the Marketable Securities, cash and other readily divisible assets of the Partnership. The withdrawing Partner shall also be entitled to receive cash equal in value to his Pro Rata share of the fair market value (as reasonably determined by the Managing General Partner) of any non-readily divisible assets owned by the Partnership. The Managing General Partner shall, as promptly as possible, distribute this additional amount of cash, if any, to the withdrawing Partner. Cash distributions to the withdrawing Partner shall be reduced by such Partner's Pro Rata share of the

liabilities of the Partnership and by any expenses incurred by the Partnership with respect to the withdrawal of the Partner.

(ii) A Partner may request that all or a portion of the Marketable Securities subject to the requested withdrawal be sold by the Partnership and the net proceeds (after selling and other expenses) distributed as directed by him. In the event that the Managing General Partner is unable or unwilling to sell these Marketable Securities, it shall distribute them to the Partner, unless it is notified by the Partner to cancel the withdrawal.

(iii) The Managing General Partner shall not be required to distribute to the requesting Partner any assets that the Partnership is legally restricted or prohibited from distributing to the Partner, unless steps can be taken to remove the restriction or prohibition; in which case the requesting Partner shall be charged with the expense of removing such restriction or prohibition. Any distribution hereunder shall also be subject to the limitations set forth in sections 11(c) and 17, respectively.

(c) Liquidating Distributions. The net proceeds from liquidation of the Partnership's assets pursuant to its dissolution, winding-up, and termination shall be distributed, and all Profits and Losses resulting from the liquidation of the Partnership Property shall be allocated, among the Partners in the proportions and orders of priority specified in this section 16(c).

(i) The Liquidator shall distribute the net proceeds from liquidation of the Partnership's assets as follows:

(1) FIRST: To pay all the liabilities of the Partnership that are then due and payable, except for both Capital Contributions of Partners and liabilities to the Partners, in the order of priority required by Delaware law; then

(2) SECOND: To establish any reasonable reserve that the Liquidator may determine is required for unpaid, future, or contingent liabilities or obligations of the Partnership; then

(3) THIRD: To pay all liabilities of the Partnership to the Partners; Pro Rata according to the amounts of their respective liabilities; then

(4) FOURTH: To the Partners to the extent of any positive balances in their Capital Accounts, Pro Rata according to the amounts of their respective positive balances; then

(5) FIFTH: Any remaining net proceeds shall be distributed Pro Rata among the Partners.

(ii) Any Profits and Losses and Taxable Income and Taxable Loss resulting from the disposition of the Partnership's assets in the process of liquidation shall be allocated among the Partners in the manner provided in section l5. Any Property distributed in kind in the liquidation shall be valued and treated as if the Property were sold and the cash proceeds were distributed. The Profits and Losses arising from the constructive sale of the Property described in the preceding sentence shall be allocated among the Partners in the manner provided in section 15.

17. Limitation on Distributions to Partners. A Partner may receive distributions from the Partnership only to the extent the Partnership's total assets exceed its total liabilities, other than liabilities to the Partners on account of their Capital Contributions.

ARTICLE VI

AUTHORITY, DUTIES, AND LIABILITIES OF PARTNERS

18. Duties of Managing General Partner. The Managing General Partner, and no other Partners, shall manage the affairs of the Partnership, shall apply himself diligently for the Partnership, and shall devote to the Partnership such time as is necessary and appropriate to manage the business of the Partnership. The Managing General Partner is not required to devote all its business time to the Partnership, and it may engage in other business ventures and employment, including those in competition with the Partnership. In the performance of its duties, the Managing General Partner may hire employees and agents of the Partnership and generally shall supervise and direct all the daily operations of the Partnership.

19. Managing General Partner's Fees and Expenses.

(a) Fees to Managing General Partner. In consideration for performing services described herein, the Managing General Partner may be paid a fee as agreed to by a Majority in Interest. Such fees shall be deemed earned when the services have been performed and, regardless of when paid, shall be non-executory from the date earned and shall be the obligation of the Partnership from and after that date.

(b) Expenses. Except as otherwise provided herein, the Partnership shall pay all expenses of the Partnership (which expenses may be either billed directly to the Partnership or reimbursed to the Managing General Partner) which may include, but are not limited to: (i) all costs of borrowed money, taxes and assessments on the Property and other taxes applicable to the Partnership; (ii) all costs for goods and materials, whether purchased by the Partnership directly or by the Managing General Partner on behalf of the Partnership; (iii) legal, audit, accounting,

brokerage and other professional fees; (iv) fees and expenses paid to independent contractors, mortgage bankers, brokers, insurance brokers and other agents; (v) expenses of organizing, revising, amending, converting, modifying or terminating the Partnership; (vi) expenses in connection with distributions made by the Partnership to, and communications and bookkeeping work necessary in maintaining relations with, Partners; (vii) expenses in connection with preparing and mailing reports to Partners; (viii) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Partnership; (ix) the cost of preparation and dissemination of informational material and documentation relating to the Partnership; (x) except with respect to litigation solely among the Partners as such, costs incurred in connection with any litigation in which the Partnership is involved, as well as in the examination, investigation or other proceedings, conducted against the Partnership by any regulatory agency, including legal and accounting fees incurred in connection therewith; (xi) costs of any computer services or equipment or services of personnel used for or by the Partnership; and (xii) expenses of professionals employed by the Partnership in connection with any of the foregoing, including attorneys, accountants and appraisers.

20. Authority of Managing General Partner. Except as otherwise provided herein, the Managing General Partner may bind the Partnership to do all acts that are necessary, appropriate, or incidental to the accomplishment of the purposes of the Partnership. Any person dealing with the Partnership or the Managing General Partner may rely on a certificate signed by the Managing General Partner as to the identity of any Partner, the existence or absence of any fact or condition that is necessary to permit action by either the Partnership or the Managing General Partner or germane in any other way to the affairs of the Partnership, and the persons who are authorized to execute and deliver any documents or instruments of or on behalf of the Partnership. Without limiting the generality of the foregoing, the Managing General Partner is specifically authorized to do the following:

(a) to negotiate and enter into leases and agreements with land or building owners or other Persons, and to incur obligations for, and on behalf of, the Partnership in connection with Partnership business;

(b) to borrow money on behalf of the Partnership and, as security therefore, to encumber the Property;

(c) to prepay, in whole or in part, refinance, increase, modify or extend any obligation affecting the Property;

(d) to sell, exchange, convey and lease the Property;

(e) to employ from time to time, at the expense of the Partnership, other Persons required for the operation and management of the

Partnership business, including accountants, attorneys and others, who may be Partners, on such terms and for such compensation as the Managing General Partner determines to be reasonable and this may include Persons which are Affiliates;

(f) to pay all attorney's and accountant's fees and other costs incurred in connection with the formation of the Partnership business and the completion of all steps necessary or advisable for the Partnership to comply with applicable laws;

(g) to assume the responsibilities imposed on the Managing General Partner by the Act;

(h) to compromise, arbitrate or otherwise adjust claims in favor of or against the Partnership and to carry such insurance as the Managing General Partner considers advisable;

(i) to exercise the voting rights associated with the securities and other Property owned by the Partnership;

(j) to commence or defend litigation with respect to the Partnership or any assets of the Partnership as the Managing General Partner considers advisable, at the expense of the Partnership;

(k) to make, execute, acknowledge and deliver documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out its powers; and

(l) to do all such acts and take all such proceedings and execute all such rights and privileges, although not specifically mentioned herein, as the Managing General Partner considers necessary to conduct the business of the Partnership and to carry out the purposes of the Partnership.

Notwithstanding the foregoing, the Managing General Partner shall not take any of the fo11owing actions without the consent of a Majority in Interest:

(1) assign all or any part of the property for the benefit of its creditors or confess a judgment against the Partnership;

(2) take any action in contravention of the Act, the certificate of limited partnership or this Agreement;

(3) sell, lease, transfer, assign, pledge or encumber the property of the Partnership (except with respect to transactions to which section 32 or section 37 applies);

(4) loan an amount of money in excess of $100,000 to a Partner; or

(5) admit a Person as a General Partner of the Partnership.

21. Special Limitation. During the period the Partners have determined that the Partnership will only be availed of only for investment purposes, which shall be the period, if any, contemplated by Section 6(c), the Managing General Partner may not purchase, sell, or exchange Marketable Securities or assets that pertain to a Class B Partnership Interest or other security without the consent of the Partners to whom the Marketable Securities are deemed owned or allocated for federal income tax purposes, but the Managing General Partner shall have voting rights and all other aspects of management and control over such Marketable Securities and assets to which a Class B Partnership Interest pertains.

22. Dealing with Affiliates. The Managing General Partner may employ and enter into contracts and other arrangements with any Person, including an Affiliate, and may obligate the Partnership to pay reasonable compensation for services rendered by such Persons on terms that, in the judgment of the Managing General Partner, are not less favorable to the Partnership than would be available from an unrelated party.

23. Indemnification of Managing General Partner. The Managing General Partner need not secure the performance of its duties by bond or otherwise. A General Partner is not liable, responsible, or accountable in damages or otherwise to any Partner or to the Partnership for any act taken or omission made in good faith on behalf of the Partnership and in a manner that such General Partner reasonably believes to be within the scope of the authority granted to it by this Agreement and in the best interest of the Partnership, except for gross negligence or willful misconduct. Any loss, expense (including attorneys' fees) or damage incurred by a General Partner by reason of any act or omission by it in good faith on behalf of the Partnership and in a manner that it reasonably believes to be within the scope of the authority granted to it by this Agreement and in the best interest of the Partnership (but not, in any event, any loss, expense or damage incurred by a General Partner by reason of gross negligence or willful misconduct) shall be paid to the indemnified General Partner from the Partnership's assets, to the extent available.

24. Liability of Limited Partners. The liability of each Limited Partner is limited to its Capital Contributions. Except as provided by the Act, a Limited Partner is not required to contribute money to, or for the liabilities of the Partnership, and is not personally liable for any loss, liability or other obligations of the Partnership.

25. Authority of Limited Partners and Non-Managing General Partners. The

Limited Partners shall not participate in the management of, or have any control over,

the business or policies of the Partnership, nor any control over Marketable Securities, except as required by the Act or permitted by section 20, and the Limited Partners shall not transact any business in the name of the Partnership. Notwithstanding the foregoing, the Partners may make the election set forth in Treas. Reg. ss. 1.761-2 to have the Partnership excluded from the provisions of Subchapter K of Chapter 1 of the Code. In the event a Partner ceases (whether through removal, death, or resignation) to serve as Managing General Partner, a Majority in Interest of the Partners shall appoint another Partner to serve as the Managing General Partner.

ARTICLE VII

TRANSFER OF PARTNERSHIP INTERESTS

26. Limited Partners. A Limited Partner shall not pledge, encumber or hypothecate his interest in the Partnership without the consent of the Managing Partner. Otherwise, subject to sections 28 and 29, and only if the Managing General Partner consents, a Limited Partner may make an Assignment of a Limited Partnership Interest. However, an Assignment does not relieve the Limited Partner of his obligations and liabilities under this Agreement, or constitute the assignee a Limited Partner, or confer on the assignee any Partnership Rights. An assignee of a Limited Partner's Partnership Interest may be admitted and substituted as a Limited Partner and acquire Partnership Rights only upon the satisfactory completion of the requirements specified in section 29. The failure or refusal of the Managing General Partner to consent to the admission of an assignee as a Limited Partner does not affect the right of the assignee to the Partnership Interest of his predecessor in interest.

27. General Partner. Subject to section 28, a General Partner may make an Assignment, directly or indirectly, of all or any part of its Partnership Interest. However, an Assignment does not relieve such General Partner of its obligations and liabilities under this Agreement, or constitute the assignee a General Partner, or confer on the assignee any Partnership Rights. Subject to section 28, and only if a Majority in Interest consents, a General Partner may make an Assignment of both its Partnership Interest and its Partnership Rights if the assignee assumes in writing all such General Partner's obligations and liabilities under this Agreement and if all the applicable requirements of section 29 are satisfied. Upon compliance with the immediately preceding sentence, an assignee of such General Partner has all the rights and powers granted to such General Partner under this Agreement and has all the obligations and liabilities of such General Partner under this Agreement.

28. Restriction on Transfer. Notwithstanding any other provision of this Agreement, an assignment of a Partnership Interest shall not be made, and

consent thereto shall be withheld:

(a) Unless the Managing General Partner has satisfied itself (by seeking advice of legal counsel or otherwise, with any resulting Partnership expense to be reimbursed by the assignor) that the assignment will not have any significant adverse tax effect upon the Partnership or the other Partners;

(b) Unless the Managing General Partner has satisfied itself (by advice of legal counsel, with any resulting Partnership expense to be reimbursed by the assignor) that the proposed assignment may be made without registration under any applicable securities law; and it will not violate any applicable securities law (including investor suitability standards);

(c) If the Assignment is sought to be made to:

(i) a minor or incompetent, except if made by will or intestate succession, or

(ii) to a Person which is not an Affiliate.

29. Admission of Substitute Partner. Subject to the other provisions of this Agreement, an assignee of a Partnership Interest may be admitted as a Partner and granted Partnership Rights only if:

(a) the Assignment is made pursuant to a written instrument in a form satisfactory to the Managing General Partner and specifies the intention of the assignor that the assignee be substituted as a Partner;

(b) the Managing General Partner consents to the admission by executing two counterparts of this Agreement that evidences the Partnership Rights of the assignee, and if the assignee is to be admitted as a Partner a Majority in Interest consent to the admission;

(c) the assignee accepts, signs and agrees to be bound by this Agreement, by executing two counterparts of this Agreement, including an amended Exhibit A, and such other documents or instruments as the Managing General Partner requires to effect the admission of the assignee as a Partner;

(d) the assignee provides the Managing General Partner with evidence satisfactory to it of the assignee's authority to become a Partner under the terms of this Agreement;

(e) the assignee pays all filing, publication and other costs (including reasonable attorneys' fees) incurred by either the Partnership or the Managing General Partner in connection with the admission and substitution of the assignee as a Partner.

Notwithstanding an assignee's satisfaction of any or all of the conditions specified above, the Managing General Partner, in its absolute discretion, may refuse to consent to the assignee's admission as a Partner, in which event the assignee will not obtain any Partnership Rights, but will retain only the rights of an assignee under sections 26 or 27.

30. Rights of Partner After Assignment and Substitution. Upon the Assignment of all his Partnership Interest, and the admission of a substitute partner, a Partner shall cease to be a Partner and to have any Partnership Rights.

31. Allocations and Distributions After Assignment. For the purposes of allocations of Profits and Losses, Taxable Income or Taxable Loss, and distributions, an Assignment of a Partnership Interest is effective as to the Partnership, and shall be reflected in the records of the Partnership, as of the date that the Managing Genera1 Partner receives written notice of the Assignment. The Taxable Income or Taxable Loss, Profits and Losses and cash and other distributions in respect of the assigned Partnership Interest with respect to the fiscal year in which the Assignment of the Partnership Interest occurs shall be divided between the assignor and the assignee according to the method provided to the Managing General Partner by the assignor and the assignee, so long as such method is permitted under the Code and does not adversely affect the other Partners or the Partnership from a tax or economic perspective. The method of allocation shall be provided to the Managing General Partner in the written notice of the Assignment. Any additional costs for computing the allocations hereunder shall be paid by the assignor or assignee, as the case may be. The written notice referred to above shall also contain information as to whether the assignor or assignee shall be responsible for the payment of such additional cost, if any.

ARTICLE VIII

RETIREMENT, WITHDRAWAL, OR REMOVAL OF PARTNERS

32. Withdrawal of General Partner or Limited Partner.

(a) A Limited Partner may, at any time, withdraw all or part of his Partnership Interest from the Partnership by providing written notice thereof to the Managing General Partner. Immediately after the receipt of such written notice from a Partner, the Managing General Partner shall make the appropriate distributions to the Partner in partial or complete redemption of his Partnership Interest as set forth in section 16(b).

(b) A partial withdrawal by a Partner shall be made in increments of one-tenth (1/10th) of one percent (1%) of a Percentage Interest. The written notice of withdrawal from a Partner to the Managing General Partner must

state whether the withdrawal is a partial or complete withdrawal and, if a partial withdrawal, must state the Percentage Interest that is being withdrawn. A Partner shall not make a partial withdrawal that will result in his remaining Percentage Interest becoming less than one-tenth (1/10th) of one percent (1%) immediately after the withdrawal.

(c) The Managing General Partner agrees that it will fully cooperate to the extent permitted by law to accomplish a withdrawal requested by a Partner hereunder. It also agrees that it will not take any action that will obstruct or render impossible the application of this section 32 (such as to pledge the Partnership's Marketable Securities as collateral to creditors of the Partnership), unless such action is essential to accomplish the purposes of the Partnership.

(d) The partial withdrawal of a Limited Partner does not dissolve or terminate the Partnership unless there is only one Partner then remaining. The remaining Partners shall amend this Agreement to reflect the partia1 or complete withdrawal of the Partner from the Partnership, if and to the extent necessary.

(e) Upon the giving of the notice of withdrawal pursuant to Paragraph (a), and upon the dissolution of the Partnership, the voting rights with respect to any Marketable Securities allocable to the Percentage Interest being withdrawn shall be vested in the withdrawing Partner or Partners, and the Partnership shall have no voting rights with respect to such stock.

(f) The complete withdrawal of all the Limited Partners shall constitute a dissolution of the Partnership pursuant to Article IX.

33. Retirement, Removal, or Withdrawal of Managing General Partner. The Managing General Partner may withdraw any part of its General Partnership Interest without the consent of a Majority in Interest. The Retirement, removal, or withdrawal of the Managing General Partner shall dissolve the Partnership only if there is no successor General Partner. Notwithstanding the foregoing or anything else in this Agreement to the contrary, a merger, consolidation, or reorganization of a Managing General Partner who is not a natural person, or a sale of all or substantially all its assets that includes its Partnership Interest, is not a Retirement or withdrawal of such Managing General Partner if the resulting, surviving or acquiring Person is an Affiliate and becomes substituted as the Managing General Partner of the Partnership. The resulting, surviving or acquiring Person is substituted as the Managing General Partner without further act if it gives notice of the substitution to the Partners before the effective date of the merger, consolidation, reorganization or sale. Each Partner consents to the admission and substitution of such substitute Managing General Partner pursuant to this section 33, and no further consent or approval of any Partner is required.

34. Retirement of Limited Partner. The Retirement of a Limited Partner does not dissolve or terminate the Partnership except as provided in section 36(g), but the legal or personal representatives, heirs, successors, assignees, or stockholders of a Retired Limited Partner, subject to section 26, shall succeed to the Partnership Interests of the Retired Limited Partner and may make an Assignment of the Partnership Interests within the limitations set forth in this Agreement.

35. Rights of Partner After Retirement, Removal, or Withdrawal. A Partner ceases to have any Partnership Rights upon his Retirement, removal, or complete withdrawal from the Partnership. However, until the appropriate distributions, if any, are made to a Retired, removed, or withdrawn Partner for his Partnership Interest, the Retired, removed, or withdrawn Partner is entitled to receive the allocations of Profits and Losses, Taxable Income or Taxable Loss and all distributions referred to in section 16 applicable to his Partnership Interest.

ARTICLE IX

DISSOLUTION

36. Events of Dissolution. The Partnership shall be dissolved, and unless reconstituted shall be terminated, upon:

(a) the expiration of its term;

(b) the vote of a Majority in Interest to dissolve the Partnership;

(c) the Partnership being adjudicated insolvent or bankrupt;

(d) the Retirement, removal, or withdrawal of the Managing General Partner;

(e) the death of Barry Silverstein; or

(f) the sale of all or substantially all of the Partnership's Property.

(g) the complete withdrawal of the Limited Partners.

37. Winding-Up and Distributions. Upon the dissolution of the Partnership pursuant to section 36, and unless the Partnership is reconstituted, the winding-up of the Partnership's business and the liquidation and distribution of Partnership assets must be carried out with due diligence and in a timely manner, and consistent with both the requirements of applicable law and the following provisions of this section:

(a) The Managing General Partner shall be responsible for taking all actions relating to the winding-up, liquidation, and distribution of assets of the Partnership, unless its Retirement, removal, or withdrawal causes the dissolution, in which case the fiscal agent, liquidator, or receiver appointed (without judicial action) by a Majority in Interest shall be so responsible. The Managing General Partner, or the appointed fiscal agent, liquidator, or receiver, is referred to in this Agreement as the "Liquidator." A Limited Partner can be appointed to be the Liquidator. The Liquidator shall file all certificates or notices of the dissolution of the Partnership as required by law. Upon the complete liquidation and distribution of the Partnership assets, the Partnership shall terminate, and the Liquidator shall execute, acknowledge, and cause to be filed all certificates and notices required by law to terminate the Partnership.

(b) The Liquidator shall proceed without unnecessary delay to sell and otherwise liquidate the Partnership's assets. Unless directed otherwise by a Majority in Interest, all Marketable Securities, cash and other readily divisible or fungible assets of the Partnership shall be distributed directly to the Partners in the manner set forth in section 16(c)(i). The Liquidator shall promptly sell the other assets of the Partnership unless it determines that an immediate sale of part or all of such assets would cause undue loss to the Partners. In such case, the Liquidator, to avoid such loss, may defer the liquidation of the Partnership assets for a reasonable time, except for those liquidations that are necessary to satisfy the debts and liabilities of the Partnership to persons and parties other than the Partners. The Liquidator shall distribute the proceeds from the liquidation of the Partnership's assets as provided in section 16(c).

(c) Upon the dissolution of the Partnership pursuant to section 36, and unless the Partnership is reconstituted, the Liquidator shall cause the accountants for the Partnership to prepare within ninety (90) days after the occurrence of the event of dissolution, and immediately thereafter shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership as of the date of its dissolution. The Liquidator, promptly following the complete liquidation and distribution of the Partnership's assets, shall cause the Partnership's accountants to prepare, and the Liquidator shall furnish to each person who is a Partner immediately before the dissolution, a statement showing the manner in which the Partnership assets were liquidated and distributed.

38. Distribution of Liquidation Proceeds and Assets and Allocation of Gains and Losses. Subject to the last sentence of 12(d), the net proceeds from liquidation of the Partnership's assets and the unliquidated Property of the Partnership shall be distributed, and all Profits and Losses resulting from the liquidation of the Partnership shall be allocated, among the Partners in the proportions and orders of priority specified in section 16(c).

39. Limitation of Liability of Partners. Upon the dissolution of the Partnership and the distribution of the net liquidation proceeds pursuant to section 36 and section 16(c), each Partner shall look solely to the assets of the Partnership for the payment of his unreturned Capital Contributions, and if the Partnership's assets remaining after the payment or discharge of the debts and liabilities of the Partnership are insufficient to pay the full amount of the unreturned Capital Contributions of each Partner, the Partner shall have no recourse or claim against any Partner or the Partnership with respect to its unreturned Capital Contributions, except for claims for fraud, gross negligence, or breach of fiduciary duty.

40. Waiver of Right of Partition of Assets. Each Partner, and for his heirs, successors, and assigns, waives his right to the partition of the assets of the Partnership upon the dissolution and liquidation of the Partnership.

ARTICLE X

ACCOUNTING YEAR, BOOKS, RECORDS, AND REPORTS

41. Books and Records. In accordance with the Act, the Managing General Partner shall maintain at the principal office of the Partnership a complete and accurate set of books of records and accounts, in which it shall make full and complete entries of all dealings or transactions relating to the Partnership's business and where it shall keep all supporting documentation of transactions with respect to the conduct of the Partnership's business. The Managing General Partner may delegate responsibility to those persons as a Majority in Interest and agree to compile and maintain all required information and prepare all required materials provided for in this Agreement. Each Partner or his duly authorized representative, upon five days' advance notice to the Managing General Partner, may examine during normal business hours the books of the Partnership and all other records and information concerning the operation of the Partnership.

42. Reports. If requested by a Partner at least 30 days prior to the end of a quarter, within 60 days after the end of each fiscal quarter in each fiscal year of the Partnership, the Managing General Partner shall cause to be prepared and sent to each Partner a balance sheet, income statement and cash flow statement of the Partnership for and as of the end of that fiscal quarter, in each case unaudited but accompanied by a report of the activities of the Partnership for that quarter. Within 90 days after the end of each fiscal year of the Partnership, the Managing General Partner shall cause to be prepared and sent to each Partner a financial report consisting of (a) a balance sheet as of the end of the fiscal year; (b) statements of income, partner's equity, and changes in financial position for the fiscal year; (c) if requested by a Partner, the opinion of the Partnership's certified public accountant concerning the foregoing financial statements; (d) a summary of the Partnership's activities for the fiscal year;

(e) a statement showing the distributions to each Partner during the fiscal year and identifying any distributions which constitute a return of Capital Contribution; and (f) a statement showing the amount of Taxable Income or Taxable Loss, and listing each item of income, gain, loss, deduction, or credit allocated or charged against the Partner for federal and state income tax purposes.

43. Bank Accounts. The Managing General Partner shall maintain the bank accounts of the Partnership in such financial institutions as the Managing General Partner considers appropriate. The Managing General Partner shall make or permit withdrawals from the Partnership's bank accounts on the signature of the Managing General Partner.

44. Tax Elections. If the Partnership has not made the election set froth in Treas. Reg. ss. 1.761-2, or if Subchapter K of Chapter 1 of the Code applies to the Partnership, the Partnership shall file an election under Section 754 of the Code, relating to the optional adjustment to the basis of partnership property, at the first time it is permitted to do so after the beginning of the term of this Partnership. The Managing General Partner shall make or waive, at its discretion, all other tax elections required or permitted to be made by the Partnership under the Code.

45. Accounting Method and Fiscal Year. The Managing General Partner shall maintain the Partnership records and books of accounts in accordance with the cash method of accounting, with such modifications as are set forth in this Agreement, and otherwise in accordance with genera11y accepted accounting principles consistently applied. The fiscal year of the Partnership is the calendar year.

ARTICLE XI

GENERAL PROVISIONS

46. Power of Attorney. Each Limited Partner (including each substitute Limited Partner), by executing a counterpart of this Agreement, irrevocably constitutes and appoints, with full power of substitution, the General Partner as his true and lawful attorney-in-fact, with full power and authority in his name, place and stead to make, execute, acknowledge, deliver, swear to, publish, record and file:

(a) any certificate or other instrument that may be required to be fi1ed, published or recorded by the Partnership under the Act or any other law of Delaware or that the Managing Genera1 Partner considers advisable to file, publish or record;

(b) all documents (including schedules and amendments to this

Agreement) that may be required to effect the continuation or reinstatement of the

Partnership, admit an additional or substitute Partner (other than any approval required of Limited Partners), reduce the Capital Contributions of a Partner, or dissolve and terminate the Partnership; and

(c) all amendments to this Agreement adopted in accordance with section 54.

The foregoing power of attorney is coupled with an interest, resulting from each Limited Partner's reliance on the power of the attorney-in-fact to act as contemplated by this Agreement for the purposes described in this section 46. The foregoing power of attorney shall survive the Retirement of a Limited Partner and the Assignment by any Limited Partner of all or any part of his Partnership Interest, except that when an assignee is granted Partnership Rights and admitted as a substitute Limited Partner the power of Attorney of the assignor Limited Partner shall survive the Assignment only for the purpose of enabling the non-managing General Partner to make, execute, acknowledge, deliver, swear to, publish, record and file every instrument necessary to effect the substitution.

47. Partnership Contracts. The Managing General Partner may enter into agreements and contracts on behalf of the Partnership only if they are in writing and clearly indicate to the other parties that the Partnership is a general partnership of which the Managing General Partner is a general partner.

48. Conveyances. Subject to section 20, the Managing General Partner may sign any deed, mortgage, lease, bill of sale, security agreement, pledge, contract or other instrument or commitment purporting to convey or encumber any of the Partnership's Property or any interest therein, whether now or subsequently owned or leased at any time by the Partnership, and no other signature is required.

49. Notices. To be effective, a notice required or permitted by this Agreement must be in writing, or by telegram, telex or telecopy if promptly confirmed in writing. A notice is given when delivered or, if mailed, when deposited in a United States postal service letterbox to be sent by first class, postage-prepaid, certified mail, with return receipt requested (whether or not the sender receives the return receipt), and addressed, if to a Partner, at his registered address listed on Exhibit A and, if to the Managing General Partner or the Partnership, to the attention of such Managing General Partner at the Partnership's principal business office.

50. Consents. Any consent required by this Agreement may be given as follows:

(a) by a writing given by the consenting Partner and received by the Managing General Partner or other appropriate recipient at or before the

occurrence of the action or other thing for which the consent was solicited, unless the consent is nullified by:

(i) A writing from the consenting Partner that is received by the Managing General Partner before the occurrence of the action or other thing for which the consent was so1icited; or

(ii) the negative vote by the consenting Partner at any meeting called for the purpose of considering the action or other thing.

(b) by the affirmative vote of the consenting Partner at any meeting called for the purpose of considering the action or other thing for which the Partner's consent was solicited.

51. Meetings. The Managing General Partner may call meetings of the Partners for any purpose, at any, time. The Managing General Partner shall call a meeting of the Partners within 30 days after he receives from a Majority in Interest a written request for a meeting, stating the purpose of the requested meeting and the matters proposed for consideration. Meetings of the Partners may be held at such time, date and place as the Managing General Partner designates. The Managing General Partner shall give notice of any meeting of the Partners not less than ten nor more than 60 days before the date of the meeting, to each Partner at his registered address listed on Exhibit A. The notice shall state the time, date and place of the meeting, the purpose of the meeting and the Partner at whose direction or request the meeting is called. Except in the case of emergency, meetings of the Partnership shall be held in Delaware or South Carolina. If a meeting is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place of the adjournment is announced at the called meeting. The presence in person or by proxy of a Majority in Interest constitutes a quorum at a meeting. Any notice of a meeting required by this section may be waived in writing at, before or after the meeting and shall be deemed to be waived by each Partner who is present in person or by proxy at the meeting. Only those persons who are Partners at the close of business on the day before the meeting are entitled to vote at the meeting. Any Partner entitled to vote at a meeting may authorize any person to act for him by written proxy if a copy of the proxy is delivered to the Managing General Partner before the commencement of the meeting. To be effective, a proxy must be signed by the Partner (and, if applicable, each co-owner) or his duly appointed attorney-in-fact, and no proxy shall be valid for more than 11 months after its date. A proxy is revocable at the pleasure of the Partner granting it.

52. Binding Effect; Counterparts. The covenants and agreements contained in this Agreement are binding on, and inure to the benefit of, the legal and personal representatives, heirs, successors and permitted assignees of the

parties to this Agreement. The parties may execute this Agreement in any number of counterparts,

each of which will be an original, but all of which together will constitute one and the same agreement.

53. Choice of Law. This Agreement and the rights and obligations of the Partners under it are governed by, and construed and enforced in accordance with, the laws of Delaware.

54. Complete Agreement; Modification. This Agreement contains the final, complete and exclusive expression of the understanding among the Partners with respect to the Partnership and its purposes and objectives and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. Except to admit a new or a substitute Partner or to reflect the withdrawal or Retirement of a Partner, this Agreement and every provision of it may be modified or amended only by an agreement in writing signed by or on behalf of all Partners.

55. Evidence of Partnership Interests. The Partnership Interest of each Partner is evidenced exclusively by a counterpart of this Agreement (including Exhibit A) that has been signed and dated by the Managing General Partner.

56. Tax Matters Partner. The General Partner or its designee shall be the "tax matters partner" of the Partnership for federal income tax purposes. Pursuant to Section 6223(c)(2) of the Code, upon receipt of notice from the Internal Revenue Service of the beginning of an administrative proceeding with respect to the Partnership, the General Partner, as the tax matters partner, shall furnish the Internal Revenue Service with the names, addresses, and Percentage Interests of each of the Partners. The General Partner agrees not to enter into a settlement agreement pursuant to Section 6224 of the Code without providing at least 30 days advance written notice to each Partner. As tax matters partner, the General Partner shall have absolute discretion regarding whether to seek judicial review of any administrative determination and, if it determines to seek judicial review of Internal Revenue Service action pursuant to Section 6226 of the Code, then the General Partner shall select the judicial forum for such review. The tax matters partner shall receive no compensation for its services as such. The Partnership shall bear all third party costs and expenses incurred by the tax matters partner in performing its duties as such. Nothing herein shall be construed to restrict the Partnership from engaging an accounting firm or law firm to assist the tax matters partner in discharging its duties hereunder.

57. Gender and Number. As used in this Agreement, the masculine gender includes the feminine and neuter, and the singular includes the plural.

58. Title. Title to any Property acquired by the Partnership shall be

taken in the name of the Partnership.

IN WITNESS WHEREOF, this agreement has been executed by or on behalf of each Partner as of the date written beside his name.

GENERAL PARTNER:

S.B. Investment Management, Inc.

/s/ Steven Blechner

Steven Blechner 11/22/99
As its President
Effective November 22, 1999

LIMITED PARTNER:

/s/ Barry Silverstein

Barry Silverstein 11/19/99

FIRST AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT OF SILVERSTEIN INVESTMENTS LIMITED PARTNERSHIP II

This First Amendment of Agreement of Limited Partnership is made as of the 16th day of September 2003, by and among S.B. INVESTMENT MANAGEMENT, Inc., as general partner (the "General Partner"), and BARRY SILVERSTEIN as limited partner (the "Limited Partner").

WHEREAS, the Limited Partnership Agreement of Silverstein Investments Limited Partnership II (the "Agreement") was executed on the 22nd day of November, 1999 under the laws of the state of Delaware; and;

WHEREAS, Paragraph 54 of the Agreement provides that the Agreement may be amended by an agreement in writing signed by or on behalf of all Partners; and

WHEREAS, the undersigned, being the General Partner and persons representing all of the Limited Partnership interests, wish to amend and restate the Agreement as hereinafter set forth.

NOW, THEREFORE, the undersigned do hereby amend the Agreement as follows:

1) Section 32.(a) of the Agreement is hereby amended in its entirety to read as follows:

32.(a) A Limited Partner may withdraw all or part of his Partnership Interest from the Partnership only with the prior written consent of the Managing General Partner.

2) Section 36. of the Agreement is hereby amended in its entirety to read as follows:

36. Events of Dissolution. The Partnership shall be dissolved, and unless reconstituted shall be terminated, upon:

(a) the expiration of its term:

(b) the Partnership being adjudicated insolvent or bankrupt;

(c) the Retirement, removal, or withdrawal of the Managing General Partner;

(d) the sale of all or substantially all of the Partnership's Property; or

(e) the complete withdrawal of the Limited Partner.

3) Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

GENERAL PARTNER:

S.B. Investment Management, Inc.

Steven Blechner
As its President

LIMITED PARTNER:

/s/ Barry Silverstein

Barry Silverstein

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first set forth above.

GENERAL PARTNER:

S.B. Investment Management, Inc.

/s/ Steven Blechner

Steven Blechner
As its President

LIMITED PARTNER:

Barry Silverstein

SECOND AMENDMENT

to the

LIMITED PARTNERSHIP AGREEMENT

of

SILVERSTEIN INVESTMENT LIMITED PARTNERSHIP II

THIS SECOND AMENDMENT to the LIMITED PARTNERSHIP AGREEMENT of SILVERSTEIN INVESTMENT LIMITED PARTNERSHIP II (the "Partnership") (this "Amendment") is made as of June 24, 2004, by and among (i) S.B. Investment Management, Inc., (ii) Trudy Silverstein and Dennis McGillicuddy, as Trustees of the JM Silverstein 2003 CLAT, which trust was created under indenture dated September 22, 2003 by and between Barry Silverstein, as Grantor, and Trudy Silverstein and Dennis McGillicuddy, as Trustees (the "JM Silverstein 2003 CLAT") (iii) Mark Shale Silverstein and Dennis McGillicuddy, as Trustees of the Mark S. Silverstein 2003 CLAT, which trust was created under indenture dated September 22, 2003 by and between Barry Silverstein, as Grantor, and Mark Shale Silverstein and Dennis McGillicuddy, as Trustees (the "Mark S. Silverstein 2003 CLAT"), (iv) Mark Shale Silverstein and Dennis McGillicuddy, as Trustees of the Susan S. Potter 2003 CLAT, which trust was created under indenture dated September 22, 2003 by and between Barry Silverstein, as Grantor, and Mark Shale Silverstein and Dennis McGillicuddy, as Trustees (the "Susan S. Potter 2003 CLAT") and (v) Mark Shale Silverstein and Dennis McGillicuddy, as Trustees of the Thomas Benjamin

Silverstein 2003 CLAT, which trust was created under indenture dated September 22, 2003 by and between Barry Silverstein, as Grantor, and Mark Shale Silverstein and Dennis McGillicuddy, as Trustees (the "Thomas Benjamin Silverstein 2003 CLAT"). Capitalized terms used but not otherwise defined herein are defined in the Limited Partnership Agreement of the Partnership (the "Agreement").

WHEREAS, the parties hereto wish to amend that certain Agreement, dated as of November 22, 1999;

WHEREAS, the parties hereto wish to remove the consent requirement of a Majority in Interest as to certain transactions to be taken on behalf of the Partnership by the Managing General Partner;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree as follows:

1. Purpose of Partnership. Upon the date hereof, Section 6(a)(ii) of the Agreement is amended in its entirety to read as follows:

"acquire, hold, sell, own, improve, develop or lease other types of property in addition to Marketable Securities, and"

2. Authority of Managing General Partner. Upon the date hereof, Section 20(3) shall be deleted in its entirety.

3. Amendment and Waiver. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Amendment shall be effective unless such modification, amendment or waiver is approved in writing in accordance with Section 54 of the Agreement. The failure of any party to enforce any of the provisions of this Amendment shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Amendment in accordance with its terms.

4. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Amendment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

5. Entire Agreement. Except as otherwise expressly set forth herein, this document embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the

parties, written or oral, which may have related to the subject matter hereof in any way.

6. Successors and Assigns. Except as otherwise provided herein, this Amendment shall bind and inure to the benefit of and be enforceable by the Partnership, the parties hereto and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in separate counterparts (including by means of telecopied signature pages), each of which shall be an original and all of which taken together shall constitute one and the same agreement.

8. Governing Law. This Amendment is governed by and shall be construed in accordance with the law of the States of Delaware, excluding any conflict-of-laws rule or principal that might refer the governance or construction of this Amendment to the law of another jurisdiction.

9. Descriptive Headings. The descriptive headings of this Amendment are inserted for convenience only and do not constitute a part of this Amendment.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

S.B. INVESTMENT MANAGEMENT, INC.

By: /s/ Steven Blechner

Name: Steven Blechner
Its: President

JM SILVERSTEIN 2003 CLAT

By: /s/ Dennis J. McGillicuddy

Name: Dennis J. McGillicuddy
Its: Trustee

By: /s/ Trudy Silverstein

Name: Trudy Silverstein
Its: Trustee

MARK S. SILVERSTEIN 2003 CLAT

By: /s/ Dennis J. McGillicuddy

Name: Dennis J. McGillicuddy
Its: Trustee

SUSAN S. POTTER 2003 CLAT

By: /s/ Dennis J. McGillicuddy

Name: Dennis J. McGillicuddy
Its: Trustee

By: /s/ Mark S. Silverstein

Name: Mark S. Silverstein
Its: Trustee

THOMAS BENJAMIN SILVERSTEIN 2003 CLAT

By: /s/ Dennis J. McGillicuddy

Name: Dennis J. McGillicuddy
Its: Trustee

By: /s/ Mark S. Silverstein

Name: Mark S. Silverstein
Its: Trustee

INDENTURE OF TRUST made as of the 17th day of September, 2003, by and between BARRY SILVERSTEIN, as Grantor, and TRUDY SILVERSTEIN and DENNIS McGILLICUDDY, as Trustees.

W I T N E S S E T H :

The Grantor hereby transfers, assigns and delivers to the Trustees the property described in Schedule A annexed hereto (and the Trustees hereby acknowledge receipt of such property), to hold the same, IN TRUST, to invest and reinvest, to collect the rents, income and profits thereof, and to dispose of the same upon the terms hereinafter set forth.

The trust created herein shall be known as the "JM SILVERSTEIN 2003 CLAT."

FIRST

A. In each year of the "trust term" (as hereinafter defined), the Trustees shall make payments aggregating the "annuity amount" (as hereinafter defined) to The William James Foundation, Inc. (or, if The William James Foundation, Inc. shall not be a "charitable organization" (as defined in Paragraph G below) at the time of any payment hereunder, to such one or more charitable organizations in such amounts or proportions, as the Trustees shall, in their sole and unreviewable discretion, select and determine).

B. The "trust term" shall mean the twenty-five (25) year period commencing on the date hereof.

C. The term "annuity amount" shall be such amount which shall be required to generate a Federal gift tax charitable deduction equal to the value of the initial net fair market value of the principal of such trust as finally determined for Federal gift tax purposes, for the annuity which is to be paid pursuant to the terms of Paragraph A above, as calculated using (a) the lowest Applicable Federal Rate promulgated by the Treasury Department for valuing annuities which the Trustees may elect to use under Section 7520(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), and (b) the procedures promulgated by the Treasury Department for valuing annuities. In determining such initial net fair market value, the assets of such trust shall be valued at the values finally determined therefor for Federal estate tax purposes.

If the initial net fair market value of the property contributed to the trust created hereunder is incorrectly determined, then, within a reasonable period after such net fair market value is finally determined, the Trustees shall (in the case of an undervaluation) pay to or shall (in the case of an

overvaluation) receive from The William James Foundation, Inc. and/or the charitable organization or charitable organizations, as the case may be, as shall have received an incorrectly determined annuity amount, and if more than one, in the proportions in which they shall have shared in such incorrectly determined annuity amount, an amount equal to the difference between:

(a) any annuity amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period; and

(b) the annuity amounts payable, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period.

D. In case of any taxable year of the trust during the trust term which is for a period of less than twelve months, the annuity amount for such year shall be prorated on a daily basis.

E. The Trustees shall make payments under Paragraph A above aggregating the annuity amount annually. Any payment made during any taxable year of the trust, or treated (at the election of the Trustees pursuant to Section 642(c)(1) of the Code) for Federal income tax purposes as having been made during such year, in satisfaction of the annuity amount, shall first be made from the ordinary income (including short term capital gain) other than unrelated business income of the trust for such year, thereafter from capital gains of the trust for the year, thereafter from unrelated business income of such trust for the year, thereafter from tax-exempt income and, if and to the extent that such ordinary income, capital gains and unrelated business income and tax-exempt income shall be insufficient to pay the annuity amount, then from the principal of the trust. Any net income not required for the payment of the annuity amount shall be added to principal.

F. 1. It is the Grantor's intention that the twenty-five (25) year annuity payable under this Indenture shall qualify as a deductible charitable interest under Section 2522(c)(2)(B) of the Code and regulations thereunder and that the Grantor shall be entitled to a charitable deduction for Federal gift tax purposes for the full value, as of the date hereof, of such annuity. The Grantor therefore directs that all provisions of this Indenture shall be interpreted and construed so as to give effect to such intention and that the Trustees shall pay all payments on account of the annuity amount at such times and in such amounts and shall also otherwise administer the trust in such manner as may be required to qualify such annuity for the aforesaid charitable deduction. If such Section or regulations, or any successor Section or regulations, or any ruling, notice

or other administrative pronouncement issued thereunder, at any time requires that an instrument creating a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder must contain provisions that are not expressly set forth herein, such provisions shall be incorporated into this Indenture of Trust by reference and shall be deemed to be a part of this Indenture of Trust to the same extent as though they had been expressly set forth herein. The Trustees shall have the power, acting by majority, to amend the Trust created hereunder in any manner required for the sole purpose of ensuring that the annuity amount payable under Article FIRST hereof qualifies as a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder.

2. If the effect of any provision of this Indenture would be to prevent the allowance of said charitable deduction for such annuity, then the Grantor directs that such offending provision shall not apply to the trust.

3. Anything to the contrary in this trust notwithstanding, during such time as the trust created hereunder shall be a trust described in Section 4947(a)(2) of the Code, the Trustees shall be prohibited from:

(i) engaging in any act of "self-dealing," as defined in Section 4941(d) of the Code;

(ii) retaining any "excess business holdings," as defined in Section 4943(c) of the Code;

(iii) making any investments so as to subject the trust to tax under Section 4944 of the Code, or retaining any investments which would subject the trust to such tax if the Trustees had acquired such investments; and

(iv) making any "taxable expenditures," as defined in Section 4945(d) of the Code.

4. References to Sections of the Code in this Indenture shall also be deemed to refer to corresponding provisions of any subsequent Federal tax law.

5. No additional contribution shall be made to the trust created hereunder.

6. Nothing contained in this Indenture shall be construed to restrict the

Trustees from investing the assets of the trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

G. The term "charitable organization" as used in this Indenture shall mean an organization organized and operated exclusively for religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals as described in Sections 170(c), 501(c)(3) and 2522(a) of the Code (or any corresponding provisions of the tax laws from time to time in effect), gifts to which are deductible for Federal income and gift tax purposes.

SECOND

Upon the termination of the Term, the trust estate then remaining (after making any payments required by Paragraph A of Article FIRST) shall be set aside and divided into such number of equal shares as shall make one share in respect of each of the Grantor's children from his marriage to Trudy Silverstein who is living on the date of this Indenture of Trust. The share set aside in respect of each such child shall be paid over and distributed to such person or persons (including such child, the estate of such child, his or her creditors and the creditors of his or her estate) in such amounts or proportions and upon such estates (whether in trust or otherwise) as such child shall appoint by instrument in writing, duly signed and acknowledged by him or her and delivered to a then acting Trustee (other than himself or herself) during his or

her lifetime, or in his or her Last Will and Testament, by specific reference to this Indenture of Trust. The Grantor directs that any portion or all of the share set aside with respect to such child remaining at the expiration of the Term that is not effectively appointed shall be paid over and distributed to such child, absolutely, or if he or she is not then living, to his or her then living issue, per stirpes, absolutely, and in default of such issue, to the then living issue of the Grantor from his marriage to Trudy Silverstein, per stirpes, or if none, to the then living issue of the Grantor, per stirpes, absolutely.

THIRD

A. 1. If TRUDY SILVERSTEIN and DENNIS McGILLICUDDY shall cease to act as trustees hereof, the following are appointed as successor Trustee, to take office, singly, in the order named: STEPHEN BLECHNER and JAMES B. SHEIN.

2. Upon attaining the age of majority, each of JACOB MICHAEL SILVERSTEIN and MOLLY T. HANNAH SILVERSTEIN shall be allowed to qualify as a co-Trustee to act contemporaneously with the then acting Trustees of the trust created hereunder.

3. The last to act of the Trustees (including substitutes and/or successors) herein named in respect of the trust hereunder and each of the

successors appointed as herein provided, is authorized and empowered to appoint a successor Trustee, to take office upon such appointing Trustee ceasing to act hereunder.

4. The Grantor directs that such of JACOB MICHAEL SILVERSTEIN and MOLLY T. HANNAH SILVERSTEIN ("TRUDY's children") who have attained the age of majority and who are living, acting unanimously, or if only one TRUDY's children shall then be living and shall have attained the age of majority, such child

acting alone, are authorized and empowered, at any time and from time to time, (i) to appoint a successor Trustee or a series of successor Trustees to fill any vacancy that may then exist or thereafter arise in the office of Trustee hereunder, (ii) to increase the number of Trustees acting as Trustees of the trust created herein by appointing one or more additional co-Trustees, and (iii) to remove any Trustee, successor Trustee or co-Trustee, other than TRUDY SILVERSTEIN or DENNIS McGILLICUDDY, at any time acting hereunder, PROVIDED, HOWEVER, that if JACOB MICHAEL SILVERSTEIN or MOLLY T. HANNAH SILVERSTEIN shall be acting as a Trustee of the trust created herein, he or she shall not vote for the appointment of a person who is a "related or subordinate party" within the meaning of Section 672(c) of the Code or any successor provisions thereto with respect to himself or herself.

B. Any appointment of a successor Trustee or successor Trustees pursuant to Paragraph A hereof shall be made by instrument in writing, duly signed and acknowledged, and may from time to time prior to the qualification of the person or persons therein designated, be revoked or amended by the person making such appointment, similarly executed and acknowledged.

C. In no event shall the Grantor, or any other person who has made a contribution to the trust created hereunder, be appointed as a successor Trustee hereunder.

D. The term "Trustees" wherever used herein, shall be taken to mean the Trustees for the time being in office; and except as otherwise provided in this Article THIRD, each such Trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

E. No Trustee acting hereunder, whether named herein or appointed pursuant hereto, shall be required to post any bond or other security for the faithful performance of his or her duties hereunder.

FOURTH

A. The Trustees named herein hereby assume the trust created by this Indenture of Trust and undertake to carry out each and every provision hereof.

B. Any successor Trustee hereunder shall qualify by executing an instrument in writing, duly signed and acknowledged, expressly agreeing to assume the trust created by this Indenture of Trust and to carry out each and every provision thereof.

C. No Trustee acting hereunder shall incur any liability for any act done or omitted in the exercise of his or her duties as Trustee in good faith.

FIFTH

A. Any Trustee acting hereunder, at any time, may resign his or her office as Trustee by written declaration duly signed by him or her and delivered to the successor Trustee designated to succeed such Trustee and to his or her co-Trustees, if any. Such resignation shall become effective upon the date specified therein.

B. Any Trustee at any time acting hereunder, any resigned Trustee, and the executor or administrator of the estate of any deceased Trustee, at any time and from time to time, may render an account of the acts and transactions of such Trustee with respect to the income and principal of the trust created hereunder (from the date of the creation of such trust or from the date of the last previous account of the Trustee, as the case may be) to The William James Foundation, Inc. and to the Grantor's then living children of his marriage to Trudy Silverstein, or if none, to the Grantor's then living descendants of his marriage to Trudy Silverstein, or if none, to the Grantor's then living

descendants; PROVIDED, HOWEVER, that if any such person to whom an account may be rendered shall be a minor, any such account may instead be rendered to such person's parent or legal guardian other than the Grantor or any Trustee hereunder. The persons hereinabove described shall have full power and authority, on behalf of all persons who may at any time be interested in such trust, finally to settle and adjust such account; and upon such account being settled and adjusted, it shall be final and conclusive upon each and every person (whether then living or then ascertainable or not) who shall then or thereafter be or become interested in either the income or the principal of such trust, with like effect as a judgment of a court having jurisdiction, judicially settling such account in an action in which the Trustee and all persons having or claiming to have an interest in the trust were parties.

Nothing contained in the foregoing paragraph shall be deemed to preclude a Trustee from having his account judicially settled if such Trustee shall deem this advisable.

C. In any proceeding in which all persons interested in the trust

hereunder are required to be served with process, and in which a party to the proceeding has the same interest as a person under a disability, it shall not be necessary to serve the person under a disability, it being the Grantor's intention hereof to avoid the appointment of a guardian ad litem, whenever possible.

SIXTH

The Trustees are authorized, in their discretion and notwithstanding the foregoing provisions of this Indenture of Trust:

A. In any case in which they are authorized or required to pay or distribute income or principal to any person who is a minor, to apply the whole or part of such income or principal, in their absolute discretion, to the minor's use in any one or more of the following ways:

1. By depositing the same in a savings account in the minor's name with any bank or trust company;

2. By distributing the same to any person (other than a person who has made a contribution to the trust), including a person acting as Trustee hereunder, (i) as Custodian for such minor under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act authorizing such payment; (ii) with whom the minor shall at the time reside; or (iii) then having the care or control of such minor;

3. By paying the same to such minor or to any other person (other than a person who has made a contribution to the trust), firm or corporation (other than a firm or corporation controlled by a person who has made a contribution to the trust) for the account and benefit of such minor.

The Trustees, in any of the above cases, shall be under no obligation to look to the proper application of any such payment or distribution by the person receiving it. Any payment hereinabove authorized shall be a full discharge to the Trustees with respect thereto.

If the Trustees make a distribution to a custodian under Subparagraph 2 above, they are authorized to make any election or designation concerning the age at which the minor is to receive the property that may be made under any applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

B. To defer, in whole or in part, payment or distribution of any property vesting absolutely in a minor hereunder, until such minor shall have attained majority; to expend the same or any part thereof, and the income therefrom, for the benefit of such minor in any manner hereinabove authorized in Paragraph A

hereof, holding the whole or the undistributed portion thereof, and the income thereon, as a separate and distinct share for such minor, absolutely; and to transfer, pay over and deliver any remaining principal and income held hereunder to the minor when he or she attains majority, or to the estate of such minor if he or she dies prior to attaining majority.

C. For purposes of this Indenture of Trust, a "minor" shall be deemed to be a person under the age of twenty-one years and "majority" shall be deemed to be the age of twenty-one years.

SEVENTH

A. Subject to Paragraph F of Article FIRST hereof, the Trustees shall have, with respect to any and all property at any time held by them hereunder (including property held for the benefit of minors under Article SIXTH hereof) the following powers, in addition to those conferred by law:

1. To retain any such property as an investment without regard to the proportion which such property, or property of a similar character, may bear to the entire amount of the trust estate, whether or not such property is of the class in which trustees are authorized by law or any rule of court to invest trust funds.

2. To sell any such property at either public or private sale, for cash or on credit, and to exchange such property.

3. To grant options for the purchase of any such property, upon any terms and conditions, for any period or periods of time, even if the period during which any such option shall be exercisable shall extend beyond the probable duration of the trust hereunder.

4. To invest and reinvest in property of any character, real or personal, foreign or domestic, including, but without limiting the generality of the foregoing, to acquire both short and long positions, in cash or on margin, in bonds, notes, debentures, mortgages, common and preferred stock (irrespective of whether there shall be a public market therefor), shares or interests in investment trusts, general and limited partnership interests, and interests in limited liability companies without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion which any such property or property of a similar character held by the Trustees may bear to the entire amount of the Trust estate or the speculative or unproductive nature of any such investment or investments, and the Trustees shall be fully protected in respect of any such investment made by them in good faith.

5. To borrow money and give indemnities and guaranties for any purpose in connection with the administration of the trust created hereunder, to continue or renew any loan made to the Trustees and in connection therewith to mortgage, pledge or otherwise encumber any property forming part of the trust upon any terms and conditions, in any amounts, and for any period of time, even if for longer than the probable duration of the trust.

6. To lend any part of the trust, with or without security, in any amount, upon any terms and conditions, at any reasonable rate of interest, for any period or periods of time even if longer than the probable duration of the trust, and to any person, firm or corporation other than the Grantor or the Grantor's spouse or a firm or corporation owned or controlled by the Grantor and/or the Grantor's spouse.

7. To manage any real property held by the Trustees hereunder in the same manner as if the Trustees were the absolute owners thereof, including, without limitation, to lease, or grant options to lease, any such real property for any term or terms, although in excess of any period permitted by statute or other rule of law (and although any such term may extend beyond the period of administration of any trust hereunder), without application to any court.

8. To vote on any securities forming part of any trust by discretionary proxy or otherwise; to join in or oppose any reorganization, recapitalization, sale, lease, merger, exchange or consolidation; to exercise conversion, subscription or other rights, or to sell or abandon such rights; to receive and hold any securities issued as a result of any of the foregoing transactions; and generally to take all action in respect of any such securities as the Trustees might or could do as the absolute owners thereof.

9. To deposit any securities with voting trustees or protective or similar committees, to delegate to them discretionary powers, to pay a share of their expense and compensation, and to charge the same to principal or income as the Trustees may see fit.

10. To cause any stocks, bonds, securities, cash or other property at any time held by the Trustees to be registered in the name of a nominee or nominees.

11. To compromise, settle or arbitrate any claim in favor of or against the trust hereunder.

12. To determine whether, and, if so, to what extent, premiums on investments shall be amortized.

13. To make any distribution hereunder, in whole or in part, in securities or other property comprising the principal of the trust at the time

of such distribution, and in making such distribution the Trustees shall not be required to prorate any item of property so distributed among the persons entitled to such distribution, but shall be authorized and empowered to distribute different items of property to the distributees.

14. To maintain on behalf of the trust hereunder one or more custody accounts with any bank, trust company or brokerage firm wherever located, and to retain investment counsel, investment advisers, accountants and attorneys (including any firm of investment counsel, investment advisers, accountants or attorneys with which the Trustees from time to time acting hereunder shall be associated or otherwise connected) and to charge the cost thereof to the principal or income of such trust as the Trustees may deem appropriate.

15. To delegate any or all of the powers and authorities hereinbefore conferred upon Trustees in Subparagraphs 1, 2 and 4 hereof, at any time and from time to time, with respect to all or any portion of the property held hereunder, to any one or more individual or institutional investment advisers or investment managers for any period or periods and upon such terms, conditions and for such compensation as the Trustees shall in their sole and unreviewable discretion deem appropriate, it being expressly provided that the Trustees shall have no responsibility or liability for any loss to the trust hereunder by reason of any action taken or omitted to be taken as a result of such delegation.

16. To allocate and credit to income so much or all of any distribution made by a regulated investment company or mutual fund that is designated a "dividend" by such company or mutual fund, even though paid from short-term capital gain or any source other than ordinary income.

17. To determine whether any dividend, other than an ordinary cash dividend, declared and paid upon any securities held by the Trustees, whether payable in cash, in stock (issued by the corporation declaring the same or by any other corporation), in bonds, or otherwise, shall be treated as and allocable to principal or income, or partly to principal and partly to income, and the Trustees shall not be required to treat any particular dividend in the

same manner as previous dividends upon the same or other securities, or to make any determination on the basis of whether any particular dividend represents in whole or in part a distribution of earnings or surplus regardless of when earned or created. This provision shall be in lieu of any statute or applicable rule of law now or hereafter in effect in the State of Florida.

18. To exercise any other or further authority or discretion not hereinabove specifically granted as may from time to time be permitted by

applicable statutes or rules of law, it being the Grantor's intention that the foregoing powers shall be in addition to and shall not be deemed a limitation upon such authority and discretion as the Trustees would have but for such provisions.

B. Persons dealing with the Trustees shall not be bound to see to the application of any moneys paid to the Trustees pursuant to their exercise of any of the foregoing powers.

EIGHTH

Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other gender and the use herein of either the singular or the plural shall be deemed to include the other.

NINTH

The trust hereby created shall be irrevocable, and neither the Grantor nor, except as expressly provided in Subparagraph 1 of Paragraph F of Article FIRST, any Trustee at any time acting hereunder shall have the right to change, alter or amend any of the provisions thereof.

TENTH

The trust created hereunder shall be deemed to be a Florida trust and shall be governed and construed in all respects by and in accordance with the laws of the State of Florida. The Trustees, however, are prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the annuity amount payable under Article FIRST hereof as a "guaranteed annuity interest" under Section 2522(c)(2)(B) of the Code and the corresponding regulations.

IN WITNESS WHEREOF, the Grantor signs, seals, publishes, and declares this instrument to be an Irrevocable Trust Agreement and, for purpose of identification, the Grantor has signed his initials on each page other than the signature page, and the Grantor has signed his name, in the presence of the persons witnessing this Trust Agreement, at the Grantor's request, on the day and year first above written.

/s/ Jeffrey R. McCurdy	/s/ Barry Silverstein
Witness	BARRY SILVERSTEIN

/s/ Randy Arnaud

Witness

ACCEPTANCE BY TRUSTEES

/s/ Trudy Silverstein

TRUDY SILVERSTEIN

/s/ Dennis McGillicuddy

DENNIS McGILLICUDDY

STATE OF FLORIDA)
) SS:
COUNY OF SARASOTA)

We, BARRY SILVERSTEIN, Jeffrey R. McCurdy and Randy Arnaud, the Grantor and the witnesses respectively, whose names are signed to the foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor in the presence of witnesses signed the instrument as an Irrevocable Trust Agreement, that the Grantor signed and that each of the witnesses, in the presence of the Grantor and in the presence of each other signed the Agreement as a witness.

/s/ Barry Silverstein

BARRY SILVERSTEIN

/s/ Jeffrey R. McCurdy

Witness

/s/ Randy Arnaud

Witness

Subscribed and sworn to before me by BARRY SILVERSTEIN, the Grantor, who is personally known to me or who has produced _____ as identification, and by Jeffrey R. McCurdy, a witness, who is personally known to me or who has produced _____ as identification, and by Randy Arnaud, a witness, who is personally known to me or who has produced _____ as identification, on this 17th day of September, 2003.

/s/ Linnette A. Fauroat

Notary Public

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 17th day of September, 2003, by BARRY SILVERSTEIN , who is personally known to me or who has produced _____ as identification.

/s/ Linnette A. Fauroat

Name: Linnette A. Fauroat

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 17th day of September, 2003, by MARK SHALE SILVERSTEIN, who is personally known to me or who has produced _____ as identification.

/s/ Linnette A. Fauroat

Name: Linnette A. Fauroat

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by DENNIS McGILLICUDDY, who is personally known to me or who has produced _____ as identification.

/s/ Christen Flenard

_____

Name: Christen Flenard

[NOTARY SEAL]

INDENTURE OF TRUST made as of the 17th day of September, 2003, by and between BARRY SILVERSTEIN, as Grantor, and MARK SHALE SILVERSTEIN and DENNIS McGILLICUDDY, as Trustees.

W I T N E S S E T H :

The Grantor hereby transfers, assigns and delivers to the Trustees the property described in Schedule A annexed hereto (and the Trustees hereby acknowledges receipt of such property), to hold the same, IN TRUST, to invest and reinvest, to collect the rents, income and profits thereof, and to dispose of the same upon the terms hereinafter set forth.

The trust created herein shall be known as the "MARK S. SILVERSTEIN 2003 CLAT."

FIRST

A. In each year of the "trust term" (as hereinafter defined), the Trustees shall make payments aggregating the "annuity amount" (as hereinafter defined) to The William James Foundation, Inc. (or, if The William James Foundation, Inc. shall not be a "charitable organization" (as defined in Paragraph G below) at the time of any payment hereunder, to such one or more charitable organizations in such amounts or proportions, as the Trustees shall, in their sole and unreviewable discretion, select and determine).

B. The "trust term" shall mean the eighteen (18) year period commencing on the date hereof.

C. The term "annuity amount" shall be such amount which shall be required to generate a Federal gift tax charitable deduction equal to the value of the initial net fair market value of the principal of such trust as finally determined for Federal gift tax purposes, for the annuity which is to be paid pursuant to the terms of Paragraph A above, as calculated using (a) the lowest Applicable Federal Rate promulgated by the Treasury Department for valuing annuities which the Trustees may elect to use under Section 7520(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), and (b) the procedures promulgated by the Treasury Department for valuing annuities. In determining such initial net fair market value, the assets of such trust shall be valued at the values finally determined therefor for Federal estate tax purposes.

If the initial net fair market value of the property contributed to the trust created hereunder is incorrectly determined, then, within a reasonable period after such net fair market value is finally determined, the Trustees

shall (in the case of an undervaluation) pay to or shall (in the case of an overvaluation) receive from The William James Foundation, Inc. and/or the charitable organization or charitable organizations, as the case may be, as shall have received an incorrectly determined annuity amount, and if more than one, in the proportions in which they shall have shared in such incorrectly determined annuity amount, an amount equal to the difference between:

(a) any annuity amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period; and

(b) the annuity amounts payable, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period.

D. In case of any taxable year of the trust during the trust term which is for a period of less than twelve months, the annuity amount for such year shall be prorated on a daily basis.

E. The Trustees shall make payments under Paragraph A above aggregating the annuity amount annually. Any payment made during any taxable year of the trust, or treated (at the election of the Trustees pursuant to Section 642(c)(1) of the Code) for Federal income tax purposes as having been made during such year, in satisfaction of the annuity amount, shall first be made from the ordinary income (including short term capital gain) other than unrelated business income of the trust for such year, thereafter from capital gains of the trust for the year, thereafter from unrelated business income of such trust for the year, thereafter from tax-exempt income and, if and to the extent that such ordinary income, capital gains and unrelated business income and tax-exempt income shall be insufficient to pay the annuity amount, then from the principal of the trust. Any net income not required for the payment of the annuity amount shall be added to principal.

F. 1. It is the Grantor's intention that the eighteen (18) year annuity payable under this Indenture shall qualify as a deductible charitable interest under Section 2522(c)(2)(B) of the Code and regulations thereunder and that the Grantor shall be entitled to a charitable deduction for Federal gift tax purposes for the full value, as of the date hereof, of such annuity. The Grantor therefore directs that all provisions of this Indenture shall be interpreted and construed so as to give effect to such intention and that the Trustees shall pay all payments on account of the annuity amount at such times and in such amounts and shall also otherwise administer the trust in such manner as may be required to qualify such annuity for the aforesaid charitable deduction. If such Section or regulations, or any successor Section or regulations, or any ruling, notice

or other administrative pronouncement issued thereunder, at any time requires that an instrument creating a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder must contain provisions that are not expressly set forth herein, such provisions shall be incorporated into this Indenture of Trust by reference and shall be deemed to be a part of this Indenture of Trust to the same extent as though they had been expressly set forth herein. The Trustees shall have the power, acting by majority, to amend the Trust created hereunder in any manner required for the sole purpose of ensuring that the annuity amount payable under Article FIRST hereof qualifies as a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder.

2. If the effect of any provision of this Indenture would be to prevent the allowance of said charitable deduction for such annuity, then the Grantor directs that such offending provision shall not apply to the trust.

3. Anything to the contrary in this trust notwithstanding, during such time as the trust created hereunder shall be a trust described in Section 4947(a)(2) of the Code, the Trustees shall be prohibited from:

(i) engaging in any act of "self-dealing," as defined in Section 4941(d) of the Code;

(ii) retaining any "excess business holdings," as defined in Section 4943(c) of the Code;

(iii) making any investments so as to subject the trust to tax under Section 4944 of the Code, or retaining any investments which would subject the trust to such tax if the Trustees had acquired such investments; and

(iv) making any "taxable expenditures," as defined in Section 4945(d) of the Code.

4. References to Sections of the Code in this Indenture shall also be deemed to refer to corresponding provisions of any subsequent Federal tax law.

5. No additional contribution shall be made to the trust created hereunder.

6. Nothing contained in this Indenture shall be construed to restrict the

Trustees from investing the assets of the trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

G. The term "charitable organization" as used in this Indenture shall mean an organization organized and operated exclusively for religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals as described in Sections 170(c), 501(c)(3) and 2522(a) of the Code (or any corresponding provisions of the tax laws from time to time in effect), gifts to which are deductible for Federal income and gift tax purposes.

SECOND

Upon the termination of the Term, the trust estate then remaining (after making any payments required by Paragraph A of Article FIRST) shall be paid over and distributed to such person or persons (including MARK SHALE SILVERSTEIN, the estate of MARK SHALE SILVERSTEIN, his creditors and the creditors of his estate) in such amounts or proportions and upon such estates (whether in trust or otherwise) as MARK SHALE SILVERSTEIN shall appoint by instrument in writing, duly signed and acknowledged by him and delivered to a then acting Trustee (other than himself) during his lifetime, or in his Last Will and Testament, by specific reference to this Indenture of Trust. The Grantor directs that any portion or all of the trust estate that is not effectively appointed shall be paid over and distributed to MARK SHALE

SILVERSTEIN, absolutely, or if he is not then living, to his then living issue, per stirpes, absolutely, and in default of such issue, to the then living issue of the Grantor from his marriage to Lois Silverstein, per stirpes, or if none, to the then living issue of the Grantor, per stirpes, absolutely.

THIRD

A. 1. If DENNIS McGILLICUDDY shall cease to act as a trustee hereof, the following are appointed as successor Trustees, to take office, singly, in the order named: STEPHEN BLECHNER and JAMES B. SHEIN.

2. The last to act of the Trustees (including substitutes and/or successors) herein named in respect of the trust hereunder and each of the successors appointed as herein provided, is authorized and empowered to appoint a successor Trustee, to take office upon such appointing Trustee ceasing to act hereunder.

3. The Grantor directs that any two of MARK SHALE SILVERSTEIN, SUSAN SILVERSTEIN POTTER and THOMAS BENJAMIN SILVERSTEIN, or if only one of them shall then be living and competent, such one, acting alone, are authorized and empowered, at any time and from time to time, (i) to appoint a successor Trustee

or a series of successor Trustees to fill any vacancy that may then exist or thereafter arise in the office of Trustee hereunder, (ii) to increase the number of Trustees acting as Trustees of the trust created herein by appointing one or more additional co-Trustees, and (iii) to remove any Trustee, successor Trustee or co-Trustee, other than MARK SHALE SILVERSTEIN or DENNIS McGILLICUDDY, at any time acting hereunder, PROVIDED, HOWEVER, that if MARK SHALE SILVERSTEIN shall be acting as a Trustee of the trust created herein, he shall not vote for the appointment of a person who is a "related or subordinate party" within the meaning of Section 672(c) of the Code or any successor provisions thereto with respect to himself.

B. Any appointment of a successor Trustee or successor Trustees pursuant to Paragraph A hereof shall be made by instrument in writing, duly signed and acknowledged, and may from time to time prior to the qualification of the person or persons therein designated, be revoked or amended by the person making such appointment, similarly executed and acknowledged.

C. In no event shall the Grantor, or any other person who has made a contribution to the trust created hereunder, be appointed as a successor Trustee hereunder.

D. The term "Trustees" wherever used herein, shall be taken to mean the Trustees for the time being in office; and except as otherwise provided in this Article THIRD, each such Trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

E. No Trustee acting hereunder, whether named herein or appointed pursuant hereto, shall be required to post any bond or other security for the faithful performance of his or her duties hereunder.

FOURTH

A. The Trustees named herein hereby assume the trust created by this Indenture of Trust and undertake to carry out each and every provision hereof.

B. Any successor Trustee hereunder shall qualify by executing an instrument in writing, duly signed and acknowledged, expressly agreeing to assume the trust created by this Indenture of Trust and to carry out each and every provision thereof.

C. No Trustee acting hereunder shall incur any liability for any act done or omitted in the exercise of his or her duties as Trustee in good faith.

FIFTH

A. Any Trustee acting hereunder, at any time, may resign his or her office as Trustee by written declaration duly signed by him or her and delivered to the successor Trustee designated to succeed such Trustee and to his or her co-Trustees, if any. Such resignation shall become effective upon the date specified therein.

B. Any Trustee at any time acting hereunder, any resigned Trustee, and the executor or administrator of the estate of any deceased Trustee, at any time and from time to time, may render an account of the acts and transactions of such Trustee with respect to the income and principal of the trust created hereunder (from the date of the creation of such trust or from the date of the last previous account of the Trustee, as the case may be) to The William James Foundation, Inc. and to Mark Shale Silverstein, or if Mark Shale Silverstein shall not then be living, to the then living issue of Mark Shale Silverstein, or if none, to the Grantor's then living children of his marriage to Lois Silverstein, or if none, to the Grantor's then living descendants of his marriage to Lois Silverstein, or if none, to the Grantor's then living issue; PROVIDED, HOWEVER, that if any such person to whom an account may be rendered shall be a minor, any such account may instead be rendered to such person's parent or legal guardian other than the Grantor or any Trustee hereunder. The persons hereinabove described shall have full power and authority, on behalf of all persons who may at any time be interested in such trust, finally to settle and adjust such account; and upon such account being settled and adjusted, it shall be final and conclusive upon each and every person (whether then living or then ascertainable or not) who shall then or thereafter be or become interested in either the income or the principal of such trust, with like effect as a

judgment of a court having jurisdiction, judicially settling such account in an action in which the Trustee and all persons having or claiming to have an interest in the trust were parties.

Nothing contained in the foregoing paragraph shall be deemed to preclude a Trustee from having his account judicially settled if such Trustee shall deem this advisable.

C. In any proceeding in which all persons interested in the trust hereunder are required to be served with process, and in which a party to the proceeding has the same interest as a person under a disability, it shall not be necessary to serve the person under a disability, it being the Grantor's intention hereof to avoid the appointment of a guardian ad litem, whenever possible.

SIXTH

The Trustees are authorized, in their discretion and notwithstanding the

foregoing provisions of this Indenture of Trust:

A. In any case in which they are authorized or required to pay or distribute income or principal to any person who is a minor, to apply the whole or part of such income or principal, in their absolute discretion, to the minor's use in any one or more of the following ways:

1. By depositing the same in a savings account in the minor's name with any bank or trust company;

2. By distributing the same to any person (other than a person who has made a contribution to the trust), including a person acting as Trustee hereunder, (i) as Custodian for such minor under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act authorizing such payment; (ii) with whom the minor shall at the time reside; or (iii) then having the care or control of such minor;

3. By paying the same to such minor or to any other person (other than a person who has made a contribution to the trust), firm or corporation (other than a firm or corporation controlled by a person who has made a contribution to the trust) for the account and benefit of such minor.

The Trustees, in any of the above cases, shall be under no obligation to look to the proper application of any such payment or distribution by the person receiving it. Any payment hereinabove authorized shall be a full discharge to the Trustees with respect thereto.

If the Trustees make a distribution to a custodian under Subparagraph 2 above, they are authorized to make any election or designation concerning the age at which the minor is to receive the property that may be made under any applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

B. To defer, in whole or in part, payment or distribution of any property vesting absolutely in a minor hereunder, until such minor shall have attained majority; to expend the same or any part thereof, and the income therefrom, for the benefit of such minor in any manner hereinabove authorized in Paragraph A hereof, holding the whole or the undistributed portion thereof, and the income thereon, as a separate and distinct share for such minor, absolutely; and to transfer, pay over and deliver any remaining principal and income held hereunder to the minor when he or she attains majority, or to the estate of such minor if he or she dies prior to attaining majority.

C. For purposes of this Indenture of Trust, a "minor" shall be deemed to

be a person under the age of twenty-one years and "majority" shall be deemed to be the age of twenty-one years.

SEVENTH

A. Subject to Paragraph F of Article FIRST hereof, the Trustees shall have, with respect to any and all property at any time held by them hereunder (including property held for the benefit of minors under Article SIXTH hereof) the following powers, in addition to those conferred by law:

1. To retain any such property as an investment without regard to the proportion which such property, or property of a similar character, may bear to the entire amount of the trust estate, whether or not such property is of the class in which trustees are authorized by law or any rule of court to invest trust funds.

2. To sell any such property at either public or private sale, for cash or on credit, and to exchange such property.

3. To grant options for the purchase of any such property, upon any terms and conditions, for any period or periods of time, even if the period during which any such option shall be exercisable shall extend beyond the probable duration of the trust hereunder.

4. To invest and reinvest in property of any character, real or personal, foreign or domestic, including, but without limiting the generality of the foregoing, to acquire both short and long positions, in cash or on margin, in bonds, notes, debentures, mortgages, common and preferred stock (irrespective of whether there shall be a public market therefor), shares or interests in investment trusts, general and limited partnership interests, and interests in limited liability companies without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds

and without regard to the proportion which any such property or property of a similar character held by the Trustees may bear to the entire amount of the Trust estate or the speculative or unproductive nature of any such investment or investments, and the Trustees shall be fully protected in respect of any such investment made by them in good faith.

5. To borrow money and give indemnities and guaranties for any purpose in connection with the administration of the trust created hereunder, to continue or renew any loan made to the Trustees and in connection therewith to mortgage, pledge or otherwise encumber any property forming part of the trust upon any terms and conditions, in any amounts, and for any period of time, even if for longer than the probable duration of the trust.

6. To lend any part of the trust, with or without security, in any

amount, upon any terms and conditions, at any reasonable rate of interest, for any period or periods of time even if longer than the probable duration of the trust, and to any person, firm or corporation other than the Grantor or the Grantor's spouse or a firm or corporation owned or controlled by the Grantor and/or the Grantor's spouse.

7. To manage any real property held by the Trustees hereunder in the same manner as if the Trustees were the absolute owners thereof, including, without limitation, to lease, or grant options to lease, any such real property for any term or terms, although in excess of any period permitted by statute or other rule of law (and although any such term may extend beyond the period of administration of any trust hereunder), without application to any court.

8. To vote on any securities forming part of any trust by discretionary proxy or otherwise; to join in or oppose any reorganization, recapitalization, sale, lease, merger, exchange or consolidation; to exercise conversion, subscription or other rights, or to sell or abandon such rights; to

receive and hold any securities issued as a result of any of the foregoing transactions; and generally to take all action in respect of any such securities as the Trustees might or could do as the absolute owners thereof.

9. To deposit any securities with voting trustees or protective or similar committees, to delegate to them discretionary powers, to pay a share of their expense and compensation, and to charge the same to principal or income as the Trustees may see fit.

10. To cause any stocks, bonds, securities, cash or other property at any time held by the Trustees to be registered in the name of a nominee or nominees.

11. To compromise, settle or arbitrate any claim in favor of or against the trust hereunder.

12. To determine whether, and, if so, to what extent, premiums on investments shall be amortized.

13. To make any distribution hereunder, in whole or in part, in securities or other property comprising the principal of the trust at the time of such distribution, and in making such distribution the Trustees shall not be required to prorate any item of property so distributed among the persons entitled to such distribution, but shall be authorized and empowered to distribute different items of property to the distributees.

14. To maintain on behalf of the trust hereunder one or more custody accounts with any bank, trust company or brokerage firm wherever located, and to retain investment counsel, investment advisers, accountants and attorneys

(including any firm of investment counsel, investment advisers, accountants or attorneys with which the Trustees from time to time acting hereunder shall be associated or otherwise connected) and to charge the cost thereof to the principal or income of such trust as the Trustees may deem appropriate.

15. To delegate any or all of the powers and authorities hereinbefore conferred upon Trustees in Subparagraphs 1, 2 and 4 hereof, at any time and from time to time, with respect to all or any portion of the property held hereunder, to any one or more individual or institutional investment advisers or investment managers for any period or periods and upon such terms, conditions and for such compensation as the Trustees shall in their sole and unreviewable discretion deem appropriate, it being expressly provided that the Trustees shall have no responsibility or liability for any loss to the trust hereunder by reason of any action taken or omitted to be taken as a result of such delegation.

16. To allocate and credit to income so much or all of any distribution made by a regulated investment company or mutual fund that is designated a "dividend" by such company or mutual fund, even though paid from short-term capital gain or any source other than ordinary income.

17. To determine whether any dividend, other than an ordinary cash dividend, declared and paid upon any securities held by the Trustees, whether payable in cash, in stock (issued by the corporation declaring the same or by any other corporation), in bonds, or otherwise, shall be treated as and allocable to principal or income, or partly to principal and partly to income, and the Trustees shall not be required to treat any particular dividend in the same manner as previous dividends upon the same or other securities, or to make any determination on the basis of whether any particular dividend represents in whole or in part a distribution of earnings or surplus regardless of when earned or created. This provision shall be in lieu of any statute or applicable rule of law now or hereafter in effect in the State of Florida.

18. To exercise any other or further authority or discretion not hereinabove specifically granted as may from time to time be permitted by applicable statutes or rules of law, it being the Grantor's intention that the foregoing powers shall be in addition to and shall not be deemed a limitation upon such authority and discretion as the Trustees would have but for such provisions.

B. Persons dealing with the Trustees shall not be bound to see to the application of any moneys paid to the Trustees pursuant to their exercise of any of the foregoing powers.

EIGHTH

Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other gender and the use herein of either the singular or the plural shall be deemed to include the other.

NINTH

The trust hereby created shall be irrevocable, and neither the Grantor nor, except as expressly provided in Subparagraph 1 of Paragraph F of Article FIRST, any Trustee at any time acting hereunder shall have the right to change, alter or amend any of the provisions thereof.

TENTH

The trust created hereunder shall be deemed to be a Florida trust and shall be governed and construed in all respects by and in accordance with the laws of the State of Florida. The Trustees, however, is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the annuity amount payable under Article FIRST hereof as a "guaranteed annuity interest" under Section 2522(c)(2)(B) of the Code and the corresponding regulations.

IN WITNESS WHEREOF, the Grantor signs, seals, publishes, and declares this instrument to be an Irrevocable Trust Agreement and, for purpose of identification, the Grantor has signed his initials on each page other than the signature page, and the Grantor has signed his name, in the presence of the persons witnessing this Trust Agreement, at the Grantor's request, on the day and year first above written.

/s/ Jeffrey R. McCurdy

Witness

/s/ Barry Silverstein

BARRY SILVERSTEIN

/s/ Randy Arnaud

Witness

ACCEPTANCE BY TRUSTEES

/s/ Mark Shale Silverstein

MARK SHALE SILVERSTEIN

/s/ Dennis McGillicuddy

DENNIS McGILLICUDDY

STATE OF FLORIDA)
) SS:
COUNY OF SARASOTA)

We, BARRY SILVERSTEIN, Jeffrey R. McCurdy and Randy Arnaud, the Grantor and the witnesses respectively, whose names are signed to the foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor in the presence of witnesses signed the instrument as an Irrevocable Trust Agreement, that the Grantor signed and that each of the witnesses, in the presence of the Grantor and in the presence of each other signed the Agreement as a witness.

/s/ Barry Silverstein

BARRY SILVERSTEIN

/s/ Jeffrey R. McCurdy

Witness

/s/ Randy Arnaud

Witness

Subscribed and sworn to before me by BARRY SILVERSTEIN, the Grantor, who is personally known to me or who has produced _____ as identification, and by Jeffrey R. McCurdy, a witness, who is personally known to me or who has produced _____ as identification, and by Randy Arnaud, a witness, who is personally known to me or who has produced _____ as identification, on this 17th day of September, 2003.

/s/ Linnette A. Fauroat

Notary Public

[NOTARY SEAL]

STATE OF FLORIDA)

) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 17th day of September, 2003, by BARRY SILVERSTEIN , who is personally known to me or who has produced _____ as identification.

/s/ Linnette A. Fauroat

Name: Linnette A. Fauroat

[NOTARY SEAL]

STATE OF ENGLAND)
) ss.:
CITY OF LONDON)

The foregoing instrument was acknowledged before me this 2nd day of October, 2003, by MARK SHALE SILVERSTEIN, who is personally known to me or who has produced US Passport 700913975 as identification.

/s/ Barrington William Hooke

Name: BARRINGTON WILLIAM HOOKE
NOTARY PUBLIC, LONDON

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by DENNIS McGILLICUDDY, who is personally known to me or who has produced _____ as identification.

/s/ Christen Flenard

Name: Christen Flenard

[NOTARY SEAL]

INDENTURE OF TRUST made as of the 17th day of September, 2003, by and between BARRY SILVERSTEIN, as Grantor, and MARK SHALE SILVERSTEIN and DENNIS McGILLICUDDY, as Trustees.

W I T N E S S E T H :

The Grantor hereby transfers, assigns and delivers to the Trustees the property described in Schedule A annexed hereto (and the Trustees hereby acknowledges receipt of such property), to hold the same, IN TRUST, to invest and reinvest, to collect the rents, income and profits thereof, and to dispose of the same upon the terms hereinafter set forth.

The trust created herein shall be known as the "SUSAN S. POTTER 2003 CLAT."

FIRST

A. In each year of the "trust term" (as hereinafter defined), the Trustees shall make payments aggregating the "annuity amount" (as hereinafter defined) to The William James Foundation, Inc. (or, if The William James Foundation, Inc. shall not be a "charitable organization" (as defined in Paragraph G below) at the time of any payment hereunder, to such one or more charitable organizations in such amounts or proportions, as the Trustees shall, in their sole and unreviewable discretion, select and determine).

B. The "trust term" shall mean the twenty (20) year period commencing on the date hereof.

C. The term "annuity amount" shall be such amount which shall be required to generate a Federal gift tax charitable deduction equal to the value of the initial net fair market value of the principal of such trust as finally determined for Federal gift tax purposes, for the annuity which is to be paid pursuant to the terms of Paragraph A above, as calculated using (a) the lowest Applicable Federal Rate promulgated by the Treasury Department for valuing annuities which the Trustees may elect to use under Section 7520(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), and (b) the procedures promulgated by the Treasury Department for valuing annuities. In determining such initial net fair market value, the assets of such trust shall be valued at the values finally determined therefor for Federal estate tax purposes.

If the initial net fair market value of the property contributed to the trust created hereunder is incorrectly determined, then, within a reasonable period after such net fair market value is finally determined, the Trustees

shall (in the case of an undervaluation) pay to or shall (in the case of an overvaluation) receive from The William James Foundation, Inc. and/or the charitable organization or charitable organizations, as the case may be, as shall have received an incorrectly determined annuity amount, and if more than one, in the proportions in which they shall have shared in such incorrectly determined annuity amount, an amount equal to the difference between:

(a) any annuity amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period; and

(b) the annuity amounts payable, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period.

D. In case of any taxable year of the trust during the trust term which is for a period of less than twelve months, the annuity amount for such year shall be prorated on a daily basis.

E. The Trustees shall make payments under Paragraph A above aggregating the annuity amount annually. Any payment made during any taxable year of the trust, or treated (at the election of the Trustees pursuant to Section 642(c)(1) of the Code) for Federal income tax purposes as having been made during such year, in satisfaction of the annuity amount, shall first be made from the ordinary income (including short term capital gain) other than unrelated business income of the trust for such year, thereafter from capital gains of the trust for the year, thereafter from unrelated business income of such trust for the year, thereafter from tax-exempt income and, if and to the extent that such ordinary income, capital gains and unrelated business income and tax-exempt income shall be insufficient to pay the annuity amount, then from the principal of the trust. Any net income not required for the payment of the annuity amount shall be added to principal.

F. 1. It is the Grantor's intention that the twenty (20) year annuity payable under this Indenture shall qualify as a deductible charitable interest under Section 2522(c)(2)(B) of the Code and regulations thereunder and that the Grantor shall be entitled to a charitable deduction for Federal gift tax purposes for the full value, as of the date hereof, of such annuity. The Grantor therefore directs that all provisions of this Indenture shall be interpreted and construed so as to give effect to such intention and that the Trustees shall pay all payments on account of the annuity amount at such times and in such amounts and shall also otherwise administer the trust in such manner as may be required to qualify such annuity for the aforesaid charitable deduction. If such Section or regulations, or any successor Section or regulations, or any ruling, notice

or other administrative pronouncement issued thereunder, at any time requires that an instrument creating a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder must contain provisions that are not expressly set forth herein, such provisions shall be incorporated into this Indenture of Trust by reference and shall be deemed to be a part of this Indenture of Trust to the same extent as though they had been expressly set forth herein. The Trustees shall have the power, acting by majority, to amend the Trust created hereunder in any manner required for the sole purpose of ensuring that the annuity amount payable under Article FIRST hereof qualifies as a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder.

2. If the effect of any provision of this Indenture would be to prevent the allowance of said charitable deduction for such annuity, then the Grantor directs that such offending provision shall not apply to the trust.

3. Anything to the contrary in this trust notwithstanding, during such time as the trust created hereunder shall be a trust described in Section 4947(a)(2) of the Code, the Trustees shall be prohibited from:

(i) engaging in any act of "self-dealing," as defined in Section 4941(d) of the Code;

(ii) retaining any "excess business holdings," as defined in Section 4943(c) of the Code;

(iii) making any investments so as to subject the trust to tax under Section 4944 of the Code, or retaining any investments which would subject the trust to such tax if the Trustees had acquired such investments; and

(iv) making any "taxable expenditures," as defined in Section 4945(d) of the Code.

4. References to Sections of the Code in this Indenture shall also be deemed to refer to corresponding provisions of any subsequent Federal tax law.

5. No additional contribution shall be made to the trust created hereunder.

6. Nothing contained in this Indenture shall be construed to restrict the

Trustees from investing the assets of the trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

G. The term "charitable organization" as used in this Indenture shall mean an organization organized and operated exclusively for religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals as described in Sections 170(c), 501(c)(3) and 2522(a) of the Code (or any corresponding provisions of the tax laws from time to time in effect), gifts to which are deductible for Federal income and gift tax purposes.

SECOND

Upon the termination of the Term, the trust estate then remaining (after making any payments required by Paragraph A of Article FIRST) shall be paid over and distributed to such person or persons (including SUSAN SILVERSTEIN POTTER, the estate of SUSAN SILVERSTEIN POTTER, her creditors and the creditors of her estate) in such amounts or proportions and upon such estates (whether in trust or otherwise) as SUSAN SILVERSTEIN POTTER shall appoint by instrument in writing, duly signed and acknowledged by her and delivered to a then acting Trustee (other than herself) during her lifetime, or in her Last Will and Testament, by specific reference to this Indenture of Trust. The Grantor directs that any portion or all of the trust estate that is not effectively appointed shall be paid over and distributed to SUSAN SILVERSTEIN POTTER, absolutely, or

if she is not then living, to her then living issue, per stirpes, absolutely, and in default of such issue, to the then living issue of the Grantor from his marriage to Lois Silverstein, per stirpes, or if none, to the then living issue of the Grantor, per stirpes, absolutely.

THIRD

A. 1. If DENNIS McGILLICUDDY shall cease to act as a trustee hereof, the following are appointed as successor Trustees, to take office, singly, in the order named: STEPHEN BLECHNER and JAMES B. SHEIN.

2. Upon attaining the age of 40 years, SUSAN SILVERSTEIN POTTER shall be allowed to qualify as a co-Trustee to act contemporaneously with the then acting Trustees of the trust created hereunder, PROVIDED, HOWEVER, that if SUSAN SILVERSTEIN POTTER shall so qualify, MARK SHALE SILVERSTEIN shall immediately cease to act as a Trustee hereof.

3. The last to act of the Trustees (including substitutes and/or successors) herein named in respect of the trust hereunder and each of the successors appointed as herein provided, is authorized and empowered to appoint a successor Trustee, to take office upon such appointing Trustee ceasing to act

hereunder.

4. The Grantor directs that any two of SUSAN SILVERSTEIN POTTER, MARK SHALE SILVERSTEIN, and THOMAS BENJAMIN SILVERSTEIN, or if only one of them shall then be living and competent, such one, acting alone, are authorized and empowered, at any time and from time to time, (i) to appoint a successor Trustee or a series of successor Trustees to fill any vacancy that may then exist or thereafter arise in the office of Trustee hereunder, (ii) to increase the number of Trustees acting as Trustees of the trust created herein by appointing one or more additional co-Trustees, and (iii) to remove any Trustee, successor Trustee

or co-Trustee, other than SUSAN SILVERSTEIN POTTER, MARK SHALE SILVERSTEIN or DENNIS McGILLICUDDY, at any time acting hereunder, PROVIDED, HOWEVER, that if SUSAN SILVERSTEIN POTTER shall be acting as a Trustee of the trust created herein, she shall not vote for the appointment of a person who is a "related or subordinate party" within the meaning of Section 672(c) of the Code or any successor provisions thereto with respect to herself.

B. Any appointment of a successor Trustee or successor Trustees pursuant to Paragraph A hereof shall be made by instrument in writing, duly signed and acknowledged, and may from time to time prior to the qualification of the person or persons therein designated, be revoked or amended by the person making such appointment, similarly executed and acknowledged.

C. In no event shall the Grantor, or any other person who has made a contribution to the trust created hereunder, be appointed as a successor Trustee hereunder.

D. The term "Trustees" wherever used herein, shall be taken to mean the Trustees for the time being in office; and except as otherwise provided in this Article THIRD, each such Trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

E. No Trustee acting hereunder, whether named herein or appointed pursuant hereto, shall be required to post any bond or other security for the faithful performance of his or her duties hereunder.

FOURTH

A. The Trustees named herein hereby assume the trust created by this Indenture of Trust and undertake to carry out each and every provision hereof.

B. Any successor Trustee hereunder shall qualify by executing an

instrument in writing, duly signed and acknowledged, expressly agreeing to assume the trust created by this Indenture of Trust and to carry out each and every provision thereof.

C. No Trustee acting hereunder shall incur any liability for any act done or omitted in the exercise of his or her duties as Trustee in good faith.

FIFTH

A. Any Trustee acting hereunder, at any time, may resign his or her office as Trustee by written declaration duly signed by him or her and delivered to the successor Trustee designated to succeed such Trustee and to his or her co-Trustees, if any. Such resignation shall become effective upon the date specified therein.

B. Any Trustee at any time acting hereunder, any resigned Trustee, and the executor or administrator of the estate of any deceased Trustee, at any time and from time to time, may render an account of the acts and transactions of such Trustee with respect to the income and principal of the trust created hereunder (from the date of the creation of such trust or from the date of the last previous account of the Trustee, as the case may be) to The William James Foundation, Inc. and to Susan Silverstein Potter, or if Susan Silverstein Potter shall not then be living, to the then living issue of Susan Silverstein Potter, or if none, to the Grantor's then living children of his marriage to Lois Silverstein, or if none, to the Grantor's then living descendants of his marriage to Lois Silverstein, or if none, to the Grantor's then living issue; PROVIDED, HOWEVER, that if any such person to whom an account may be rendered shall be a minor, any such account may instead be rendered to such person's parent or legal guardian other than the Grantor or any Trustee hereunder. The persons hereinabove described shall have full power and authority, on behalf of

all persons who may at any time be interested in such trust, finally to settle and adjust such account; and upon such account being settled and adjusted, it shall be final and conclusive upon each and every person (whether then living or then ascertainable or not) who shall then or thereafter be or become interested in either the income or the principal of such trust, with like effect as a judgment of a court having jurisdiction, judicially settling such account in an action in which the Trustee and all persons having or claiming to have an interest in the trust were parties.

Nothing contained in the foregoing paragraph shall be deemed to preclude a Trustee from having his account judicially settled if such Trustee shall deem this advisable.

C. In any proceeding in which all persons interested in the trust hereunder are required to be served with process, and in which a party to the proceeding has the same interest as a person under a disability, it shall not be

necessary to serve the person under a disability, it being the Grantor's intention hereof to avoid the appointment of a guardian ad litem, whenever possible.

SIXTH

The Trustees are authorized, in their discretion and notwithstanding the foregoing provisions of this Indenture of Trust:

A. In any case in which they are authorized or required to pay or distribute income or principal to any person who is a minor, to apply the whole or part of such income or principal, in their absolute discretion, to the minor's use in any one or more of the following ways:

1. By depositing the same in a savings account in the minor's name with any bank or trust company;

2. By distributing the same to any person (other than a person who has made a contribution to the trust), including a person acting as Trustee hereunder, (i) as Custodian for such minor under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act authorizing such payment; (ii) with whom the minor shall at the time reside; or (iii) then having the care or control of such minor;

3. By paying the same to such minor or to any other person (other than a person who has made a contribution to the trust), firm or corporation (other than a firm or corporation controlled by a person who has made a contribution to the trust) for the account and benefit of such minor.

The Trustees, in any of the above cases, shall be under no obligation to look to the proper application of any such payment or distribution by the person receiving it. Any payment hereinabove authorized shall be a full discharge to the Trustees with respect thereto.

If the Trustees make a distribution to a custodian under Subparagraph 2 above, they are authorized to make any election or designation concerning the age at which the minor is to receive the property that may be made under any applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

B. To defer, in whole or in part, payment or distribution of any property vesting absolutely in a minor hereunder, until such minor shall have attained majority; to expend the same or any part thereof, and the income therefrom, for the benefit of such minor in any manner hereinabove authorized in Paragraph A hereof, holding the whole or the undistributed portion thereof, and the income thereon, as a separate and distinct share for such minor, absolutely; and to transfer, pay over and deliver any remaining principal and income held hereunder

to the minor when he or she attains majority, or to the estate of such minor if he or she dies prior to attaining majority.

C. For purposes of this Indenture of Trust, a "minor" shall be deemed to be a person under the age of twenty-one years and "majority" shall be deemed to be the age of twenty-one years.

SEVENTH

A. Subject to Paragraph F of Article FIRST hereof, the Trustees shall have, with respect to any and all property at any time held by them hereunder (including property held for the benefit of minors under Article SIXTH hereof) the following powers, in addition to those conferred by law:

1. To retain any such property as an investment without regard to the proportion which such property, or property of a similar character, may bear to the entire amount of the trust estate, whether or not such property is of the class in which trustees are authorized by law or any rule of court to invest trust funds.

2. To sell any such property at either public or private sale, for cash or on credit, and to exchange such property.

3. To grant options for the purchase of any such property, upon any terms and conditions, for any period or periods of time, even if the period during which any such option shall be exercisable shall extend beyond the probable duration of the trust hereunder.

4. To invest and reinvest in property of any character, real or personal, foreign or domestic, including, but without limiting the generality of the foregoing, to acquire both short and long positions, in cash or on margin, in bonds, notes, debentures, mortgages, common and preferred stock (irrespective of whether there shall be a public market therefor), shares or interests in investment trusts, general and limited partnership interests, and interests in limited liability companies without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds

and without regard to the proportion which any such property or property of a similar character held by the Trustees may bear to the entire amount of the Trust estate or the speculative or unproductive nature of any such investment or investments, and the Trustees shall be fully protected in respect of any such investment made by them in good faith.

5. To borrow money and give indemnities and guaranties for any

purpose in connection with the administration of the trust created hereunder, to continue or renew any loan made to the Trustees and in connection therewith to mortgage, pledge or otherwise encumber any property forming part of the trust upon any terms and conditions, in any amounts, and for any period of time, even if for longer than the probable duration of the trust.

6. To lend any part of the trust, with or without security, in any amount, upon any terms and conditions, at any reasonable rate of interest, for any period or periods of time even if longer than the probable duration of the trust, and to any person, firm or corporation other than the Grantor or the Grantor's spouse or a firm or corporation owned or controlled by the Grantor and/or the Grantor's spouse.

7. To manage any real property held by the Trustees hereunder in the same manner as if the Trustees were the absolute owners thereof, including, without limitation, to lease, or grant options to lease, any such real property for any term or terms, although in excess of any period permitted by statute or other rule of law (and although any such term may extend beyond the period of administration of any trust hereunder), without application to any court.

8. To vote on any securities forming part of any trust by discretionary proxy or otherwise; to join in or oppose any reorganization, recapitalization, sale, lease, merger, exchange or consolidation; to exercise

conversion, subscription or other rights, or to sell or abandon such rights; to receive and hold any securities issued as a result of any of the foregoing transactions; and generally to take all action in respect of any such securities as the Trustees might or could do as the absolute owners thereof.

9. To deposit any securities with voting trustees or protective or similar committees, to delegate to them discretionary powers, to pay a share of their expense and compensation, and to charge the same to principal or income as the Trustees may see fit.

10. To cause any stocks, bonds, securities, cash or other property at any time held by the Trustees to be registered in the name of a nominee or nominees.

11. To compromise, settle or arbitrate any claim in favor of or against the trust hereunder.

12. To determine whether, and, if so, to what extent, premiums on investments shall be amortized.

13. To make any distribution hereunder, in whole or in part, in securities or other property comprising the principal of the trust at the time of such distribution, and in making such distribution the Trustees shall not be

required to prorate any item of property so distributed among the persons entitled to such distribution, but shall be authorized and empowered to distribute different items of property to the distributees.

14. To maintain on behalf of the trust hereunder one or more custody accounts with any bank, trust company or brokerage firm wherever located, and to retain investment counsel, investment advisers, accountants and attorneys (including any firm of investment counsel, investment advisers, accountants or attorneys with which the Trustees from time to time acting hereunder shall be associated or otherwise connected) and to charge the cost thereof to the principal or income of such trust as the Trustees may deem appropriate.

15. To delegate any or all of the powers and authorities hereinbefore conferred upon Trustees in Subparagraphs 1, 2 and 4 hereof, at any time and from time to time, with respect to all or any portion of the property held hereunder, to any one or more individual or institutional investment advisers or investment managers for any period or periods and upon such terms, conditions and for such compensation as the Trustees shall in their sole and unreviewable discretion deem appropriate, it being expressly provided that the Trustees shall have no responsibility or liability for any loss to the trust hereunder by reason of any action taken or omitted to be taken as a result of such delegation.

16. To allocate and credit to income so much or all of any distribution made by a regulated investment company or mutual fund that is designated a "dividend" by such company or mutual fund, even though paid from short-term capital gain or any source other than ordinary income.

17. To determine whether any dividend, other than an ordinary cash dividend, declared and paid upon any securities held by the Trustees, whether payable in cash, in stock (issued by the corporation declaring the same or by any other corporation), in bonds, or otherwise, shall be treated as and allocable to principal or income, or partly to principal and partly to income, and the Trustees shall not be required to treat any particular dividend in the same manner as previous dividends upon the same or other securities, or to make any determination on the basis of whether any particular dividend represents in whole or in part a distribution of earnings or surplus regardless of when earned or created. This provision shall be in lieu of any statute or applicable rule of law now or hereafter in effect in the State of Florida.

18. To exercise any other or further authority or discretion not hereinabove specifically granted as may from time to time be permitted by applicable statutes or rules of law, it being the Grantor's intention that the foregoing powers shall be in addition to and shall not be deemed a limitation

upon such authority and discretion as the Trustees would have but for such provisions.

B. Persons dealing with the Trustees shall not be bound to see to the application of any moneys paid to the Trustees pursuant to their exercise of any of the foregoing powers.

EIGHTH

Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other gender and the use herein of either the singular or the plural shall be deemed to include the other.

NINTH

The trust hereby created shall be irrevocable, and neither the Grantor nor, except as expressly provided in Subparagraph 1 of Paragraph F of Article FIRST, any Trustee at any time acting hereunder shall have the right to change, alter or amend any of the provisions thereof.

TENTH

The trust created hereunder shall be deemed to be a Florida trust and shall be governed and construed in all respects by and in accordance with the laws of the State of Florida. The Trustees, however, is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the annuity amount payable under Article FIRST hereof as a "guaranteed annuity interest" under Section 2522(c)(2)(B) of the Code and the corresponding regulations.

IN WITNESS WHEREOF, the Grantor signs, seals, publishes, and declares this instrument to be an Irrevocable Trust Agreement and, for purpose of identification, the Grantor has signed his initials on each page other than the signature page, and the Grantor has signed his name, in the presence of the persons witnessing this Trust Agreement, at the Grantor's request, on the day and year first above written.

/s/ Jeffrey R. McCurdy

Witness

/s/ Barry Silverstein

BARRY SILVERSTEIN

/s/ Randy Arnaud

Witness

ACCEPTANCE BY TRUSTEES

/s/ Mark Shale Silverstein

MARK SHALE SILVERSTEIN

/s/ Dennis McGillicuddy

DENNIS McGILLICUDDY

STATE OF FLORIDA)
) SS:
COUNY OF)

We, BARRY SILVERSTEIN, Jeffrey R. McCurdy and Randy Arnaud, the Grantor and the witnesses respectively, whose names are signed to the foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor in the presence of witnesses signed the instrument as an Irrevocable Trust Agreement, that the Grantor signed and that each of the witnesses, in the presence of the Grantor and in the presence of each other signed the Agreement as a witness.

/s/ Barry Silverstein

BARRY SILVERSTEIN

/s/ Jeffrey R. McCurdy

Witness

/s/ Randy Arnaud

Witness

Subscribed and sworn to before me by BARRY SILVERSTEIN, the Grantor, who is personally known to me or who has produced _____ as identification, and by Jeffrey R. McCurdy, a witness, who is personally known to me or who has produced _____ as identification, and byRandy Arnaud, a witness, who is personally known to me or who has produced _____ as identification, on this 17th day of September, 2003.

/s/ Linnette A. Fauroat

Notary Public

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF)

The foregoing instrument was acknowledged before me this 17th day of September, 2003, by BARRY SILVERSTEIN , who is personally known to me or who has produced _____ as identification.

/s/ Linnette A. Fauroat

Name: Linnette A. Fauroat

[NOTARY SEAL]

STATE OF ENGLAND)
) ss.:
CITY OF LONDON)

The foregoing instrument was acknowledged before me this 2nd day of October, 2003, by MARK SHALE SILVERSTEIN, who is personally known to me or who has produced US Passport 700913975 as identification.

/s/ Barrington William Hooke

Name: BARRINGTON WILLIAM HOOKE
NOTARY PUBLIC, LONDON

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by DENNIS McGILLICUDDY, who is personally known to me or who has produced _____ as identification.

/s/ Christen Flenard

Name: Christen Flenard

[NOTARY SEAL]

INDENTURE OF TRUST made as of the 17th day of September, 2003, by and between BARRY SILVERSTEIN, as Grantor, and MARK SHALE SILVERSTEIN and DENNIS McGILLICUDDY, as Trustees.

W I T N E S S E T H :

The Grantor hereby transfers, assigns and delivers to the Trustees the property described in Schedule A annexed hereto (and the Trustees hereby acknowledges receipt of such property), to hold the same, IN TRUST, to invest and reinvest, to collect the rents, income and profits thereof, and to dispose of the same upon the terms hereinafter set forth.

The trust created herein shall be known as the "THOMAS BENJAMIN SILVERSTEIN 2003 CLAT."

FIRST

A. In each year of the "trust term" (as hereinafter defined), the Trustees shall make payments aggregating the "annuity amount" (as hereinafter defined) to The William James Foundation, Inc. (or, if The William James Foundation, Inc. shall not be a "charitable organization" (as defined in Paragraph G below) at the time of any payment hereunder, to such one or more charitable organizations in such amounts or proportions, as the Trustees shall, in their sole and unreviewable discretion, select and determine).

B. The "trust term" shall mean the twenty (20) year period commencing on the date hereof.

C. The term "annuity amount" shall be such amount which shall be required to generate a Federal gift tax charitable deduction equal to the value of the initial net fair market value of the principal of such trust as finally determined for Federal gift tax purposes, for the annuity which is to be paid pursuant to the terms of Paragraph A above, as calculated using (a) the lowest Applicable Federal Rate promulgated by the Treasury Department for valuing annuities which the Trustees may elect to use under Section 7520(a) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), and (b) the procedures promulgated by the Treasury Department for valuing annuities.. In determining such initial net fair market value, the assets of such trust shall be valued at the values finally determined therefor for Federal estate tax purposes.

If the initial net fair market value of the property contributed to the trust created hereunder is incorrectly determined, then, within a reasonable period after such net fair market value is finally determined, the Trustees

shall (in the case of an undervaluation) pay to or shall (in the case of an overvaluation) receive from The William James Foundation, Inc. and/or the charitable organization or charitable organizations, as the case may be, as shall have received an incorrectly determined annuity amount, and if more than one, in the proportions in which they shall have shared in such incorrectly determined annuity amount, an amount equal to the difference between:

(a) any annuity amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period; and

(b) the annuity amounts payable, plus interest, compounded annually, computed for any period at the rate of interest that the Federal income tax regulations under Section 664 of the Code prescribe for the trust for such computation for such period.

D. In case of any taxable year of the trust during the trust term which is for a period of less than twelve months, the annuity amount for such year shall be prorated on a daily basis.

E. The Trustees shall make payments under Paragraph A above aggregating the annuity amount annually. Any payment made during any taxable year of the trust, or treated (at the election of the Trustees pursuant to Section 642(c)(1) of the Code) for Federal income tax purposes as having been made during such year, in satisfaction of the annuity amount, shall first be made from the ordinary income (including short term capital gain) other than unrelated business income of the trust for such year, thereafter from capital gains of the trust for the year, thereafter from unrelated business income of such trust for the year, thereafter from tax-exempt income and, if and to the extent that such ordinary income, capital gains and unrelated business income and tax-exempt income shall be insufficient to pay the annuity amount, then from the principal of the trust. Any net income not required for the payment of the annuity amount shall be added to principal.

F. 1. It is the Grantor's intention that the twenty (20) year annuity payable under this Indenture shall qualify as a deductible charitable interest under Section 2522(c)(2)(B) of the Code and regulations thereunder and that the Grantor shall be entitled to a charitable deduction for Federal gift tax purposes for the full value, as of the date hereof, of such annuity. The Grantor therefore directs that all provisions of this Indenture shall be interpreted and construed so as to give effect to such intention and that the Trustees shall pay all payments on account of the annuity amount at such times and in such amounts and shall also otherwise administer the trust in such manner as may be required to qualify such annuity for the aforesaid charitable deduction. If such Section or regulations, or any successor Section or regulations, or any ruling, notice

or other administrative pronouncement issued thereunder, at any time requires that an instrument creating a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder must contain provisions that are not expressly set forth herein, such provisions shall be incorporated into this Indenture of Trust by reference and shall be deemed to be a part of this Indenture of Trust to the same extent as though they had been expressly set forth herein. The Trustees shall have the power, acting by majority, to amend the Trust created hereunder in any manner required for the sole purpose of ensuring that the annuity amount payable under Article FIRST hereof qualifies as a "guaranteed annuity interest" within the meaning of Section 2522(c)(2)(B) of the Code and the regulations promulgated thereunder.

2. If the effect of any provision of this Indenture would be to prevent the allowance of said charitable deduction for such annuity, then the Grantor directs that such offending provision shall not apply to the trust.

3. Anything to the contrary in this trust notwithstanding, during such time as the trust created hereunder shall be a trust described in Section 4947(a)(2) of the Code, the Trustees shall be prohibited from:

(i) engaging in any act of "self-dealing," as defined in Section 4941(d) of the Code;

(ii) retaining any "excess business holdings," as defined in Section 4943(c) of the Code;

(iii) making any investments so as to subject the trust to tax under Section 4944 of the Code, or retaining any investments which would subject the trust to such tax if the Trustees had acquired such investments; and

(iv) making any "taxable expenditures," as defined in Section 4945(d) of the Code.

4. References to Sections of the Code in this Indenture shall also be deemed to refer to corresponding provisions of any subsequent Federal tax law.

5. No additional contribution shall be made to the trust created hereunder.

6. Nothing contained in this Indenture shall be construed to restrict the

Trustees from investing the assets of the trust in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

G. The term "charitable organization" as used in this Indenture shall mean an organization organized and operated exclusively for religious, charitable, scientific, literary or educational purposes or for the prevention of cruelty to children or animals as described in Sections 170(c), 501(c)(3) and 2522(a) of the Code (or any corresponding provisions of the tax laws from time to time in effect), gifts to which are deductible for Federal income and gift tax purposes.

SECOND

Upon the termination of the Term, the trust estate then remaining (after making any payments required by Paragraph A of Article FIRST) shall be paid over and distributed to such person or persons (including THOMAS BENJAMIN SILVERSTEIN, the estate of THOMAS BENJAMIN SILVERSTEIN, his creditors and the creditors of his estate) in such amounts or proportions and upon such estates (whether in trust or otherwise) as THOMAS BENJAMIN SILVERSTEIN shall appoint by instrument in writing, duly signed and acknowledged by him and delivered to a then acting Trustee (other than himself) during his lifetime, or in his Last Will and Testament, by specific reference to this Indenture of Trust. The Grantor directs that any portion or all of the trust estate that is not effectively appointed shall be paid over and distributed to THOMAS BENJAMIN

SILVERSTEIN, absolutely, or if he is not then living, to his then living issue, per stirpes, absolutely, and in default of such issue, to the then living issue of the Grantor from his marriage to Lois Silverstein, per stirpes, or if none, to the then living issue of the Grantor, per stirpes, absolutely.

III.third

A. 1. If DENNIS McGILLICUDDY shall cease to act as a trustee hereof, the following are appointed as successor Trustees, to take office, singly, in the order named: STEPHEN BLECHNER and JAMES B. SHEIN.

2. Upon attaining the age of 40 years, THOMAS BENJAMIN SILVERSTEIN shall be allowed to qualify as a co-Trustee to act contemporaneously with the then acting Trustees of the trust created hereunder, PROVIDED, HOWEVER, that if THOMAS BENJAMIN SILVERSTEIN shall so qualify, MARK SHALE SILVERSTEIN shall immediately cease to act as a Trustee hereof.

3. The last to act of the Trustees (including substitutes and/or successors) herein named in respect of the trust hereunder and each of the successors appointed as herein provided, is authorized and empowered to appoint a successor Trustee, to take office upon such appointing Trustee ceasing to act

hereunder.

4. The Grantor directs that any two of THOMAS BENJAMIN SILVERSTEIN, MARK SHALE SILVERSTEIN, and, SUSAN SILVERSTEIN POTTER, or if only one of them shall then be living and competent, such one, acting alone, are authorized and empowered, at any time and from time to time, (i) to appoint a successor Trustee or a series of successor Trustees to fill any vacancy that may then exist or thereafter arise in the office of Trustee hereunder, (ii) to increase the number of Trustees acting as Trustees of the trust created herein by appointing one or more additional co-Trustees, and (iii) to remove any Trustee, successor Trustee

or co-Trustee, other than THOMAS BENJAMIN SILVERSTEIN, MARK SHALE SILVERSTEIN or DENNIS McGILLICUDDY, at any time acting hereunder, PROVIDED, HOWEVER, that if THOMAS BENJAMIN SILVERSTEIN shall be acting as a Trustee of the trust created herein, he shall not vote for the appointment of a person who is a "related or subordinate party" within the meaning of Section 672(c) of the Code or any successor provisions thereto with respect to himself.

B. Any appointment of a successor Trustee or successor Trustees pursuant to Paragraph A hereof shall be made by instrument in writing, duly signed and acknowledged, and may from time to time prior to the qualification of the person or persons therein designated, be revoked or amended by the person making such appointment, similarly executed and acknowledged.

C. In no event shall the Grantor, or any other person who has made a contribution to the trust created hereunder, be appointed as a successor Trustee hereunder.

D. The term "Trustees" wherever used herein, shall be taken to mean the Trustees for the time being in office; and except as otherwise provided in this Article THIRD, each such Trustee shall have the same rights, powers, duties, authority and privileges, whether or not discretionary, as if originally appointed hereunder.

E. No Trustee acting hereunder, whether named herein or appointed pursuant hereto, shall be required to post any bond or other security for the faithful performance of his or her duties hereunder.

FOURTH

A. The Trustees named herein hereby assume the trust created by this Indenture of Trust and undertake to carry out each and every provision hereof.

B. Any successor Trustee hereunder shall qualify by executing an

instrument in writing, duly signed and acknowledged, expressly agreeing to assume the trust created by this Indenture of Trust and to carry out each and every provision thereof.

C. No Trustee acting hereunder shall incur any liability for any act done or omitted in the exercise of his or her duties as Trustee in good faith.

FIFTH

A. Any Trustee acting hereunder, at any time, may resign his or her office as Trustee by written declaration duly signed by him or her and delivered to the successor Trustee designated to succeed such Trustee and to his or her co-Trustees, if any. Such resignation shall become effective upon the date specified therein.

B. Any Trustee at any time acting hereunder, any resigned Trustee, and the executor or administrator of the estate of any deceased Trustee, at any time and from time to time, may render an account of the acts and transactions of such Trustee with respect to the income and principal of the trust created hereunder (from the date of the creation of such trust or from the date of the last previous account of the Trustee, as the case may be) to The William James Foundation, Inc. and to Thomas Benjamin Silverstein, or if Thomas Benjamin Silverstein shall not then be living, to the then living issue of Thomas Benjamin Silverstein, or if none, to the Grantor's then living children of his marriage to Lois Silverstein, or if none, to the Grantor's then living descendants of his marriage to Lois Silverstein, or if none, to the Grantor's then living issue; PROVIDED, HOWEVER, that if any such person to whom an account may be rendered shall be a minor, any such account may instead be rendered to such person's parent or legal guardian other than the Grantor or any Trustee hereunder. The persons hereinabove described shall have full power and authority, on behalf of all persons who may at any time be interested in such

trust, finally to settle and adjust such account; and upon such account being settled and adjusted, it shall be final and conclusive upon each and every person (whether then living or then ascertainable or not) who shall then or thereafter be or become interested in either the income or the principal of such trust, with like effect as a judgment of a court having jurisdiction, judicially settling such account in an action in which the Trustee and all persons having or claiming to have an interest in the trust were parties.

Nothing contained in the foregoing paragraph shall be deemed to preclude a Trustee from having his account judicially settled if such Trustee shall deem this advisable.

C. In any proceeding in which all persons interested in the trust hereunder are required to be served with process, and in which a party to the proceeding has the same interest as a person under a disability, it shall not be

necessary to serve the person under a disability, it being the Grantor's intention hereof to avoid the appointment of a guardian ad litem, whenever possible.

SIXTH

The Trustees are authorized, in their discretion and notwithstanding the foregoing provisions of this Indenture of Trust:

A. In any case in which they are authorized or required to pay or distribute income or principal to any person who is a minor, to apply the whole or part of such income or principal, in their absolute discretion, to the minor's use in any one or more of the following ways:

1. By depositing the same in a savings account in the minor's name with any bank or trust company;

2. By distributing the same to any person (other than a person who has made a contribution to the trust), including a person acting as Trustee hereunder, (i) as Custodian for such minor under any Uniform Gifts to Minors Act or Uniform Transfers to Minors Act authorizing such payment; (ii) with whom the minor shall at the time reside; or (iii) then having the care or control of such minor;

3. By paying the same to such minor or to any other person (other than a person who has made a contribution to the trust), firm or corporation (other than a firm or corporation controlled by a person who has made a contribution to the trust) for the account and benefit of such minor.

The Trustees, in any of the above cases, shall be under no obligation to look to the proper application of any such payment or distribution by the person receiving it. Any payment hereinabove authorized shall be a full discharge to the Trustees with respect thereto.

If the Trustees make a distribution to a custodian under Subparagraph 2 above, they are authorized to make any election or designation concerning the age at which the minor is to receive the property that may be made under any applicable Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.

B. To defer, in whole or in part, payment or distribution of any property vesting absolutely in a minor hereunder, until such minor shall have attained majority; to expend the same or any part thereof, and the income therefrom, for the benefit of such minor in any manner hereinabove authorized in Paragraph A hereof, holding the whole or the undistributed portion thereof, and the income thereon, as a separate and distinct share for such minor, absolutely; and to transfer, pay over and deliver any remaining principal and income held hereunder

to the minor when he or she attains majority, or to the estate of such minor if he or she dies prior to attaining majority.

C. For purposes of this Indenture of Trust, a "minor" shall be deemed to be a person under the age of twenty-one years and "majority" shall be deemed to be the age of twenty-one years.

SEVENTH

A. Subject to Paragraph F of Article FIRST hereof, the Trustees shall have, with respect to any and all property at any time held by them hereunder (including property held for the benefit of minors under Article SIXTH hereof) the following powers, in addition to those conferred by law:

1. To retain any such property as an investment without regard to the proportion which such property, or property of a similar character, may bear to the entire amount of the trust estate, whether or not such property is of the class in which trustees are authorized by law or any rule of court to invest trust funds.

2. To sell any such property at either public or private sale, for cash or on credit, and to exchange such property.

3. To grant options for the purchase of any such property, upon any terms and conditions, for any period or periods of time, even if the period during which any such option shall be exercisable shall extend beyond the probable duration of the trust hereunder.

4. To invest and reinvest in property of any character, real or personal, foreign or domestic, including, but without limiting the generality of the foregoing, to acquire both short and long positions, in cash or on margin, in bonds, notes, debentures, mortgages, common and preferred stock (irrespective of whether there shall be a public market therefor), shares or interests in investment trusts, general and limited partnership interests, and interests in

limited liability companies without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion which any such property or property of a similar character held by the Trustees may bear to the entire amount of the Trust estate or the speculative or unproductive nature of any such investment or investments, and the Trustees shall be fully protected in respect of any such investment made by them in good faith.

5. To borrow money and give indemnities and guaranties for any

purpose in connection with the administration of the trust created hereunder, to continue or renew any loan made to the Trustees and in connection therewith to mortgage, pledge or otherwise encumber any property forming part of the trust upon any terms and conditions, in any amounts, and for any period of time, even if for longer than the probable duration of the trust.

6. To lend any part of the trust, with or without security, in any amount, upon any terms and conditions, at any reasonable rate of interest, for any period or periods of time even if longer than the probable duration of the trust, and to any person, firm or corporation other than the Grantor or the Grantor's spouse or a firm or corporation owned or controlled by the Grantor and/or the Grantor's spouse.

7. To manage any real property held by the Trustees hereunder in the same manner as if the Trustees were the absolute owners thereof, including, without limitation, to lease, or grant options to lease, any such real property for any term or terms, although in excess of any period permitted by statute or other rule of law (and although any such term may extend beyond the period of administration of any trust hereunder), without application to any court.

8. To vote on any securities forming part of any trust by discretionary proxy or otherwise; to join in or oppose any reorganization, recapitalization, sale, lease, merger, exchange or consolidation; to exercise conversion, subscription or other rights, or to sell or abandon such rights; to receive and hold any securities issued as a result of any of the foregoing transactions; and generally to take all action in respect of any such securities as the Trustees might or could do as the absolute owners thereof.

9. To deposit any securities with voting trustees or protective or similar committees, to delegate to them discretionary powers, to pay a share of their expense and compensation, and to charge the same to principal or income as the Trustees may see fit.

10. To cause any stocks, bonds, securities, cash or other property at any time held by the Trustees to be registered in the name of a nominee or nominees.

11. To compromise, settle or arbitrate any claim in favor of or against the trust hereunder.

12. To determine whether, and, if so, to what extent, premiums on investments shall be amortized.

13. To make any distribution hereunder, in whole or in part, in securities or other property comprising the principal of the trust at the time of such distribution, and in making such distribution the Trustees shall not be required to prorate any item of property so distributed among the persons

entitled to such distribution, but shall be authorized and empowered to distribute different items of property to the distributees.

14. To maintain on behalf of the trust hereunder one or more custody accounts with any bank, trust company or brokerage firm wherever located, and to retain investment counsel, investment advisers, accountants and attorneys (including any firm of investment counsel, investment advisers, accountants or attorneys with which the Trustees from time to time acting hereunder shall be associated or otherwise connected) and to charge the cost thereof to the principal or income of such trust as the Trustees may deem appropriate.

15. To delegate any or all of the powers and authorities hereinbefore conferred upon Trustees in Subparagraphs 1, 2 and 4 hereof, at any time and from time to time, with respect to all or any portion of the property held hereunder, to any one or more individual or institutional investment advisers or investment managers for any period or periods and upon such terms, conditions and for such compensation as the Trustees shall in their sole and unreviewable discretion deem appropriate, it being expressly provided that the Trustees shall have no responsibility or liability for any loss to the trust hereunder by reason of any action taken or omitted to be taken as a result of such delegation.

16. To allocate and credit to income so much or all of any distribution made by a regulated investment company or mutual fund that is designated a "dividend" by such company or mutual fund, even though paid from short-term capital gain or any source other than ordinary income.

17. To determine whether any dividend, other than an ordinary cash dividend, declared and paid upon any securities held by the Trustees, whether payable in cash, in stock (issued by the corporation declaring the same or by any other corporation), in bonds, or otherwise, shall be treated as and allocable to principal or income, or partly to principal and partly to income, and the Trustees shall not be required to treat any particular dividend in the same manner as previous dividends upon the same or other securities, or to make any determination on the basis of whether any particular dividend represents in

whole or in part a distribution of earnings or surplus regardless of when earned or created. This provision shall be in lieu of any statute or applicable rule of law now or hereafter in effect in the State of Florida.

18. To exercise any other or further authority or discretion not hereinabove specifically granted as may from time to time be permitted by applicable statutes or rules of law, it being the Grantor's intention that the foregoing powers shall be in addition to and shall not be deemed a limitation

upon such authority and discretion as the Trustees would have but for such provisions.

B. Persons dealing with the Trustees shall not be bound to see to the application of any moneys paid to the Trustees pursuant to their exercise of any of the foregoing powers.

EIGHTH

Whenever necessary or appropriate, the use herein of any gender shall be deemed to include the other gender and the use herein of either the singular or the plural shall be deemed to include the other.

NINTH

The trust hereby created shall be irrevocable, and neither the Grantor nor, except as expressly provided in Subparagraph 1 of Paragraph F of Article FIRST, any Trustee at any time acting hereunder shall have the right to change, alter or amend any of the provisions thereof.

TENTH

The trust created hereunder shall be deemed to be a Florida trust and shall be governed and construed in all respects by and in accordance with the laws of the State of Florida. The Trustees, however, is prohibited from exercising any power or discretion granted under said laws that would be inconsistent with the qualification of the annuity amount payable under Article FIRST hereof as a "guaranteed annuity interest" under Section 2522(c)(2)(B) of the Code and the corresponding regulations.

IN WITNESS WHEREOF, the Grantor signs, seals, publishes, and declares this instrument to be an Irrevocable Trust Agreement and, for purpose of identification, the Grantor has signed his initials on each page other than the signature page, and the Grantor has signed his name, in the presence of the persons witnessing this Trust Agreement, at the Grantor's request, on the day and year first above written.

/s/ Jeffrey R. McCurdy	/s/ Barry Silverstein
Witness	BARRY SILVERSTEIN

/s/ Randy Arnaud
Witness

ACCEPTANCE BY TRUSTEES

/s/ Mark Shale Silverstein

MARK SHALE SILVERSTEIN

/s/ Dennis McGillicuddy

DENNIS McGILLICUDDY

STATE OF FLORIDA)
) SS:
COUNY OF SARASOTA)

We, BARRY SILVERSTEIN, Jeffrey R. McCurdy and Randy Arnaud, the Grantor and the witnesses respectively, whose names are signed to the foregoing instrument, having been sworn, declared to the undersigned officer that the Grantor in the presence of witnesses signed the instrument as an Irrevocable Trust Agreement, that the Grantor signed and that each of the witnesses, in the presence of the Grantor and in the presence of each other signed the Agreement as a witness.

/s/ Barry Silverstein

BARRY SILVERSTEIN

/s/ Jeffrey R. McCurdy

Witness

/s/ Randy Arnaud

Witness

Subscribed and sworn to before me by BARRY SILVERSTEIN, the Grantor, who is personally known to me or who has produced _____ as identification, and by Jeffrey R. McCurdy, a witness, who is personally known to me or who has produced _____ as identification, and by Randy Arnaud, a witness, who is personally known to me or who has produced _____ as identification, on this 17th day of September, 2003.

/s/ Linnette A. Fauroat

Notary Public

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 17th day of September, 2003, by BARRY SILVERSTEIN , who is personally known to me or who has produced _____ as identification.

/s/ Linnette A. Fauroat

Name: Linnette A. Fauroat

[NOTARY SEAL]

STATE OF ENGLAND)
) ss.:
CITY OF LONDON)

The foregoing instrument was acknowledged before me this 2nd day of October, 2003, by MARK SHALE SILVERSTEIN, who is personally known to me or who has produced US Passport 700913975 as identification.

/s/ Barrington William Hooke

Name: BARRINGTON WILLIAM HOOKE
NOTARY PUBLIC, LONDON

[NOTARY SEAL]

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 22 day of September, 2003, by DENNIS McGILLICUDDY, who is personally known to me or who has produced _____ as identification.

/s/ Christen Flenard

Name: Christen Flenard

[NOTARY SEAL]