

TEMPLATE: Alternative Compliance Plan Application for Administrative Modifications



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Sustainability

Applicants must use this document as a template for their Alternative Compliance Plan. **Use the BEUDO [Hardship Compliance Plan Guide](#) as a reference.**

Complete Application Checklist

A complete application includes the following components:

- ☒ Title page
- ☒ Application summary
- ☒ Application body
 - ☒ Covered Property Information
 - ☒ Compliance Attestation
 - ☒ Qualifying Hardship Criteria
 - ☒ Relief Request
 - ☒ Greenhouse Gas Emissions Schedule(s)
 - ☒ Energy Audit: (at minimum) Energy Star Portfolio Manager Scorecard
- ☒ Signature of Covered Property Owner or authorized representative(s)
- ☒ File attachments

File Submission

Submit all required materials via the BEAM Owner Portal by submitting a [new ticket for Hardship Compliance Plan Application](#). To ensure an efficient review, please follow the naming convention for all files: [CoveredPropertyID]_[HCP Type]_[Address]_[DocumentTitle] and/or [DocumentDate].

- ☒ Application: Save this completed document as a PDF and sign.
CP1247_HCP_Application_AdministrativeModification_1035CambridgeStreet_09232026.pdf
- ☒ Criteria Documentation: PDF of support for each hardship claimed
CP1247_HCP_Application_AdministrativeModification_1035CambridgeStreet_MasterDeed_CondoDocument.pdf
CP1247_HCP_Application_AdministrativeModification_1035CambridgeStreet_TrustBylaws.pdf
CP1247_HCP_Application_Administrative_Modification_1035CambridgeSt_TenantSpace_Details.pdf
- ☒ GHG Emissions Schedule: If requesting an alternative schedule, submit an Excel file of a completed [GHG Emissions Schedule](#).

CP1247_HCP_Application_AdministrativeModification_1035CambridgeSt_alternativescheduletemplate.xlsx

☒ Energy Audit: *CP1247_HCP_Application_AdministrativeModification_1035CambridgeSt_AuditASHRAELevel1-DecarbStudyEMA.pdf*

☒ *Optional:* Supplemental files

CP1247_HCP_Application_Administrative_Modification_1035CambridgeSt_TenantPhotos+Process.pdf

Click or tap here to enter text.

Alternative Compliance Plan: Administrative Modification

Building Energy Use and Disclosure Ordinance (BEUDO)

Covered Property ID: **CP1247**

1035 Cambridge Street, Cambridge MA 02141

(aka 432 Columbia Street)

Owner/Entity Name: 432 Columbia Street Condominium Trust

Date of Submission: 8/19/2026

Date of Most Recent Revision (if applicable): 9/29/2026

Applicant Contact

Michael Grill

Trustee

mgrill@fairlaneproperties.com

617.633.4822

c/o Fairland Properties, Inc 1035 Cambridge St, Cambridge MA 02141

Energy Consultant

Energy Management Associates, Inc.

Nicholas Hill, CEM, LEED-AP

nick@ema-boston.com • 617.429.3862

Application Summary

Summarize your proposed Alternative Compliance Plan for the Review Board. *One page limit.*

1. **Is this application for a Covered Property or a Campus?** [Covered Property](#)
2. **Identify your Covered Property or Campus:** Identify information about the Covered Property, as listed in the [BEAM Owner Portal](#).

Covered Property ID or Campus ID	Parcel ID(s)	Building ID(s)	Cambridge Address(es)
CP1247	81-103	351-1	1035 Cambridge Street

3. **Plan type:** [Administrative Modification](#)
4. **Requested Relief:** [Baseline Adjustment](#)
If “Other” for relief requested, please describe:
 - a. If additional relief type applies: [Select Relief Type](#)If “Other” for additional relief requested, please describe:
5. **Qualifying Hardship Criteria:** Individual Ownership of Non-Residential Condos: Multiple owners with separate units creating work/allocation constraints
If “Other” for Qualifying Hardship Criteria, please describe:
6. If additional Qualifying Hardship Criteria apply: [Other](#)
Although the building’s occupancy classification (Group B – Business) has not changed since the 2018-19 baseline was established, the composition of the tenants has changed from general office to lab and technical tenants. The technical and lab tenants have a much higher energy use intensity than general office occupants.
7. Provide a high-level narrative summary of your application to establish the foundation of your case to the Review Board. Describe how the selected hardship criterion applies to your Covered Property and how the requested relief serves as a necessary bridge to align with BEUDO.

1035 Cambridge Street is a 99,616 square-foot non-residential condominium building in Cambridge, Massachusetts, occupied by a mix of lab/technology, office, and currently vacant spaces. The property is owned by six separate entities holding 24 condominium units, governed by the 432 Columbia Street Condominium Trust (the “Trust”) Master Deed and other condominium documents which was first recorded in 1988.

This application requests a baseline adjustment under the Administrative Modification track. The 2018-19 BEUDO baseline no longer reflects the building’s actual operating profile. Between 2018 and 2025, the building’s occupancy saw a substantial shift from predominantly office use to lab/technology use. Office space declined from approximately 47% to 24% of occupied square footage; technology and laboratory space grew from 29% to 49%. As a direct result of this tenant-driven shift, and not any change in building infrastructure, the Site Energy Use Intensity (EUI) has risen by approximately 42%, from 52.6 kBtu/SF/yr in 2018 to 74.73 kBtu/SF/yr in 2025. Lab and technology tenants operate continuously, require specialized HVAC, and cannot participate in demand-response or setback strategies that might otherwise reduce energy consumption and demand. The 2018-19 baseline captures a building that is operationally quite different from the building that exists today.

Additionally, the six-owner condominium structure constrains the pace of capital improvement. Capital projects require approval by unit owners holding 75% of the condominium interest. Approximately 37% of ownership interests are held by owners who have either actively blocked capital votes or are absentee with significant vacancies. Because of the 75% approval threshold, this level of non-participation is sufficient to defeat any capital project on its own.

The Trust retained Energy Management Associates, Inc. (EMA) to conduct an ASHRAE Level 1 energy audit and decarbonization study, submitted with this application. The audit identifies immediate low-cost measures and a phased HVAC replacement roadmap that is realistic given the building's constraints. Ownership is committed to achieving meaningful emissions reductions on a credible pathway toward net-zero by 2050.

The requested baseline adjustment would replace the 2018-19 default average with a more recent two-year period that reflects the building's current operating profile. The new baseline would allow for a compliance pathway calibrated to what this building can actually achieve, rather than to a building use mix that no longer exists.

Application Body

A. Covered Property Information

- 1. Current Covered Property** - Complete this table for the Covered Property as is currently configured and fill out one row for each Building ID. Add or remove rows as needed.

Building ID(s)	ENERGY STAR Portfolio Manager ID (s)	Owner(s)	Cambridge Address(es)	Covered Square Feet	Emissions from prior Compliance Year (mtCO2e/yr)	Currently selected Baseline Years	Year Built (if renovated, use date of most recent Certificate of Occupancy)
CP1247	4354242	432 Columbia Street Condominium Trust	1035 Cambridge Street	99,616	550.2	2018-19	1989 gut renovation, 9 original structures combined
Total	-	-	-	99,616	550.2	-	-

- 2. Requested Covered Property**- Complete this table for the Covered Property(ies) you are requesting.

If you are applying for a non-standard configuration, fill out each row for the intended Covered Property(ies) you wish to create. Add or remove rows as needed. Please note that, if your application involving Non-Residential Condominiums is approved, you will be assigned new Covered Property IDs.

Requested Covered Properties	Building ID(s) or Unit designation	ENERGY STAR Portfolio Manager ID(s)	Owner	Cambridge Address(es)	Total Covered Square Feet of the Property	Total Emissions from prior Compliance Year (mtCO2e/yr)	Requested Baseline Years (leave blank if using standard Baseline years)	Year Built (if renovated, use date of most recent Certificate of Occupancy)
CP #1	CP1247	4354242	432 Columbia Street Condominium Trust	1035 Cambridge Street	99,616	550.2	2024-25	1989
Total	-	-	-	-	99,616	550.2	-	-

B. Compliance Attestation

The Covered Property or Campus applying for a Plan must be in compliance with Section 8.67.040 and/or 8.67.050 of the Ordinance for the most recent Compliance Year.

☒ I attest that the Covered Property for which I am applying was in compliance with BEUDO benchmarking requirements for the prior compliance year (2025).

C. Qualifying Hardship Criteria

Select Qualifying Hardship Criteria and describe documentation submitted to support the claim. *If more than one Qualifying Hardship Criterion applies, repeat section as needed.*

Qualifying Hardship Criterion: Individual Ownership of Non-Residential Condos: Multiple owners with separate units creating work/allocation constraints

If additional Qualifying Hardship Criteria apply: Other

Documentation Submitted through BEAM:

Document Name:

CP1247_HCP_Application_AdministrativeModification_1035CambridgeStreet
MasterDeed_CondoDocument.pdf

Description of file contents and/or reference to relevant section (*one sentence*):

The 1988 Condominium Master Deed and amendments, establishes the non-residential condominium structure, identifies the six unit-ownership entities, and documents the nine-building physical configuration (Section 3 and see also Appendix B of the ASHRAE Level 1 Energy Audit).

Document Name:

CP1247_HCP_Application_Administrative_Modification_1035CambridgeSt_TrustBylaws.pdf

Description of file contents and/or reference to relevant section (*one sentence*):

The condominium bylaws document the governance structure, including the 75% ownership approval threshold for capital improvement projects (Section 6), the Trustee approval requirement for all new leases, and the absence of Trustee authority to unilaterally impose special assessments.

Documentation Submitted through BEAM: (Other Criterion)

Document Name:

CP1247_HCP_Application_Administrative_Modification_1035CambridgeSt_TenantSpace
Details.pdf

Description of contents and relevance to application: This document lists the building tenants and occupants from 2018 through 2025. It documents the transition from office to lab and tech spaces. It also shows that the majority of tech spaces are recent occupants

D. Relief Request

Describe in further detail how the applicable hardship relief applies to your Covered Property. If you requested more than one relief type, provide a narrative for each. This section could include more detail regarding the scope of relief and how the relief will apply to the Covered Property's or Campus' compliance going forward. Use this section to explain to the Review Board why this relief is relevant to compliance with BEUDO.

- 1. Baseline Adjustment, if applicable:** Describe how BEUDO compliance will advance, if the Covered Property selects an Alternative Baseline of two consecutive years after the Default Baseline.

We are seeking a baseline adjustment that reflects the actual occupancy characteristics of the building, as the tenant composition has evolved since 2018-19. The baseline change does not affect projected energy usage or emissions. With the default baseline, the 2026-30 energy emissions will average 26% above the baseline. A new baseline of 2024-25 will reflect the shift towards lab and technical spaces. With a 2024-25 baseline, the 2026-30 energy emissions will average 3% below the baseline. The revised baseline would allow the owners to focus their energy and funding on upgrading and decarbonizing the property's HVAC systems.

Although many of the spaces have been converted from office to lab use in recent years, the Cambridge Inspectional Services Division (ISD) has informed us that both those space usages fall under the International Building Code's Group B (Business) Occupancy Classification. Thus, our request for a new baseline would not be applicable under the rules for new construction and substantial renovations.

- 2. If Covered Property Configuration Adjustment, if applicable:** Describe how BEUDO compliance will advance as individually owned, non-residential condo buildings report as individual Covered Properties.

Not applicable

E. Greenhouse Gas Emissions Schedule(s)

Requests for an Alternative Property Configuration should be accompanied by greenhouse gas emissions template for all resulting Covered Properties.

Administrative modifications requests for a Baseline year adjustment which results in an updated emissions trajectory should be accompanied by a greenhouse gas emissions reduction schedule.

See attached file CP1247_1035CambridgeSt_alternativescheduletemplate.pdf

F. Energy Audit

For an Administrative Modification, a PDF of the Energy Star Portfolio Manager scorecard created for January 1 to December 31 of the previous Compliance Year may serve as the energy audit, though applicants may submit a more detailed audit. Refer to Appendix A of the [Hardship Compliance Plan Guide](#) for more information.

If this Covered Property encompasses multiple buildings and you need to submit multiple audits, please merge your audit files and submit them as one document.

Energy Audit Type: [ASHRAE Level 1 Audit](#)

Documentation:

Document Name:

CP1247_1035CambridgeSt_Application_Administrative_Modification_AuditASHRAELevel1-DecarbStudyEMA.pdf

(Optional) Description of limitations and opportunities identified by audit: ASHRAE Level 1 Energy Audit with Decarbonization Study prepared by Energy Management Associates, Inc. Documents current energy use and EUI trend, identifies feasible conservation and electrification measures, and describes the physical constraints on building-wide decarbonization. The audit identifies only limited opportunities for near-term energy efficiency and decarbonization measures, though it does lay out electrification opportunities as HVAC systems are replaced.

G. Optional Supplemental Documentation

If you have additional relevant documentation that supports your application. Please note that the Review Board evaluates cases based only on the information provided in this submission. To ensure a comprehensive review and to maintain a fair and efficient review process, all materials intended for consideration must be included in your application in advance.

Document Name:

CP1247_HCP_Application_Administrative_Modification_1035CambridgeSt_TenantPhotos+Process.pdf

Description of contents and relevance to application: This provides photo and text documentation of some of the spaces “lab/technical spaces”, to show that they are complex, special purpose spaces.

Covered Property Owner Signature

The Covered Property Owner must sign the application and attest to the following:

I hereby certify under penalties of perjury that all information and supporting data provided in this application is true and complete to the best of my knowledge.

Click or tap to enter a date.

Signature of Covered Property Owner

Date

For Non-Residential Condos (only): Please have each building owner sign below:


432 Columbia St. Condo Trust
Signature of Building Owner

Click or tap to enter a date.

9/23/26

Date

Click or tap to enter a date.

Signature of Building Owner

Date

If you are submitting this application on behalf of a Covered Property Owner, please check the box below and provide your contact information.



I am submitting this application on behalf of the Covered Property Owner and questions should be directed at me.

Full Name

Michael Grill

Name

Company Name

432 Columbia Street Trust

Company name (if relevant)

Email

mgrill@fairlaneproperties.com

Email

Phone number 617-633-4822

Phone number

Click or tap to enter a date.

Signature of Representative

Date

For Non-Residential Condos (only): Please submit contact information for each building owner:

- ☐ I am submitting this application on behalf of the Covered Property Owner and questions should be directed at me.

Full Name

See owner list on following page

Name

Company Name

Company name (if relevant)

Email

Email

Phone number

Phone number

Click or tap to enter a date.

Signature of Representative

Date

432 Columbia Street Condominium Trust
Unit Owners

Unit Owner	Contact Name	Company	Email Address	Phone #
Ya Zhou Wen Hua Enterprises	Mike Mao	Asian Cultural Center	business@15e.properties	617-615-7777
MDM Realty Trust	Mahmoud Ketabi	ADMINS	mahmoud@admins.com	617-494-5100
Rana Associates	Mahmoud Ketabi	ADMINS	mahmoud@admins.com	617-494-5100
G&A Realty Trust	David Montague	Montague Corp.	dmontague@montaguebikes.com	617-491-7200
Christopher Dallmus	Christopher Dallmus	Design Associates	chris@design-associates.com	617-661-9082
Fairlane Columbia, LLC	Michael Grill	Fairlane Columbia, LLC	mgrill@fairlaneproperties.com	617-633-4822

Baseline Modification					
Fill out the purple cells in the section below to populate your standard Emissions Reduction Trajectory. Then, enter a new percentage (%) reduction, per year, in column D to populate the expected Emission Limit under the proposed plan.					
Covered Property ID	CP1247	Property Type	Non-Residential		
Year of Cert. of Occupancy	Pre-2018	Property Size	25,000-99,9999 csf		
Default Baseline Years	2018-2019	Included in Campus?	no		
Default Baseline Emissions (kgCO2e)	448				
Proposed Baseline Years	2024-2025				
Proposed Baseline Emissions	546				
Section populates based on above input				Proposed Alternative Schedule	
Compliance Year	Max Emissions as % of Baseline	Emission limit (mtCO2e/yr)	Hardship Max Emissions as %	Hardship Emissions Limit (mtCO2e/yr)	
2026	100%	448	100%	546	
2027	100%	448	100%	546	
2028	100%	448	100%	546	
2029	100%	448	100%	546	
2030	80%	358	80%	437	
2031	80%	358	80%	437	
2032	80%	358	80%	437	
2033	80%	358	80%	437	
2034	80%	358	80%	437	
2035	60%	269	60%	328	
2036	60%	269	60%	328	
2037	60%	269	60%	328	
2038	60%	269	60%	328	
2039	60%	269	60%	328	
2040	40%	179	40%	219	
2041	40%	179	40%	219	
2042	40%	179	40%	219	
2043	40%	179	40%	219	
2044	40%	179	40%	219	
2045	20%	90	20%	109	
2046	20%	90	20%	109	
2047	20%	90	20%	109	
2048	20%	90	20%	109	
2049	20%	90	20%	109	
2050	0%	-	0%	-	

CP351-1 - Tenant Space Details

Tech vs. Office Tenant Breakdown — May 2018 to May 2025

Suite	2018 Tenant	2018 SF	2018 Use	2019 Tenant	2019 SF	2019 Use	2020 Tenant	2020 SF	2020 Use	2021 Tenant	2021 SF	2021 Use
1	Geek Offices	6,109	Office	Geek Offices	6,109	Office	Geek Offices	6,109	Office	Geek Offices	6,109	Office
2	Just A Start	2,869	Office	Just A Start	2,869	Office	Just A Start	2,869	Office	Just A Start	2,869	Office
3	Vacant	2,205	Vacant	Vacant	2,205	Vacant	Disbelief	2,205	Tech	Disbelief	2,205	Tech
4	Disbelief	2,407	Tech	Disbelief	2,407	Tech	Disbelief	2,407	Tech	Disbelief	2,407	Tech
6	LifeCanvas	1,126	Tech	City Sprouts	1,126	Office	City Sprouts	1,126	Office	City Sprouts	1,126	Office
7	Signature Orthodontics	548	Tech	Lightforce	548	Tech	Lightforce	548	Tech	Lightforce	548	Tech
8	PathAI	530	Tech	Kuva	530	Tech	Kuva	530	Tech	Kuva	530	Tech
9	PathAI	2,239	Tech	LifeCanvas	2,239	Tech	OPT Industries	2,239	Tech	OPT Industries	2,239	Tech
10A	Conflict Dynamics Int'l	2,664	Office	Kuva	2,664	Tech	Kuva	2,664	Tech	Kuva	2,664	Tech
10B	Factor Bio	934	Tech	Factor Bio	934	Tech	Factor Bio	934	Tech	Factor Bio	934	Tech
11A	HomeTech	4,089	Tech	HomeTech	4,089	Tech	HomeTech	4,089	Tech	HomeTech	4,089	Tech
11B	Vacant	2,389	Vacant	Factor Bio	2,389	Tech	Factor Bio	2,389	Tech	Factor Bio	2,389	Tech
12	Just-A Start	2,960	Office	Just-A Start	2,960	Office	Just-A Start	2,960	Office	Just-A Start	2,960	Office
14A	Signature Orthodontics	2,628	Tech	Lightforce	2,628	Tech	Lightforce	2,628	Tech	Lightforce	2,628	Tech
14B	Scholars	3,341	Office	Scholars	3,341	Office	Scholars	3,341	Office	Scholars	3,341	Office
15A	Vacant	1,805	Vacant	Factor Bio	1,805	Tech	Factor Bio	1,805	Tech	Factor Bio	1,805	Tech
15B	DropWise	2,141	Tech	DropWise	2,141	Tech	DropWise	2,141	Tech	Factor Bio	2,141	Tech
16A	Vacant	1,356	Vacant	CHA	1,356	Office	Dipjar	1,356	Office	Factor Bio	1,356	Tech
16B	Amsbio	1,242	Tech	Amsbio	1,242	Tech	Amsbio	1,242	Tech	Amsbio	1,242	Tech
16C	Factor Bio	2,066	Tech	Vacant	2,066	Vacant	LifeCanvas	2,066	Tech	LifeCanvas	2,066	Tech
16D	Joan Fund	1,150	Office	Joan Fund	1,150	Office	LifeCanvas	1,150	Tech	LifeCanvas	1,150	Tech
16E	Digital Loom	1,340	Office	Digital Loom	1,340	Office	LifeCanvas	1,340	Tech	LifeCanvas	1,340	Tech
17A	Laborers	1,900	Office	Laborers	1,900	Office	Laborers	1,900	Office	Laborers	1,900	Office
17B	Factor Bio	3,355	Tech	Factor Bio	3,355	Tech	Factor Bio	3,355	Tech	Factor Bio	3,355	Tech
17C	Factor Bio	1,155	Tech	Factor Bio	1,155	Tech	Factor Bio	1,155	Tech	Factor Bio	1,155	Tech
18A	Turo	2,714	Office	Turo	2,714	Office	Turo	2,714	Office	Vacant	2,714	Vacant
18B	Design Associates	1,507	Office	Design Associates	1,507	Office	Design Associates	1,507	Office	Design Associates	1,507	Office
19	Firehose Games	1,539	Office	Firehose Games	1,539	Office	Firehose Games	1,539	Office	Firehose Games	1,539	Office
21A	Closingbinders	3,910	Office	CHA	3,910	Office	CHA	3,910	Office	CHA	3,910	Office
21B	iCivics	1,683	Office	iCivics	1,683	Office	iCivics	1,683	Office	iCivics	1,683	Office
21D	Fairlane	936	Office	Fairlane	936	Office	Fairlane	936	Office	Fairlane	936	Office
21E	College Year	1,343	Office	College Year	1,343	Office	College Year	1,343	Office	College Year	1,343	Office
22	Vacant	2,824	Vacant	Vacant	2,824	Vacant	Vacant	2,824	Vacant	Vacant	2,824	Vacant
23/24/25	CHA	9,999	Office	CHA	9,999	Office	CHA	9,999	Office	CHA	9,999	Office
26	CHA	7,136	Office	CHA	7,136	Office	CHA	7,136	Office	CHA	7,136	Office
27	Asian Cultural	5,091	Office	Dockwa	5,091	Office	Dockwa	5,091	Office	Dockwa	5,091	Office
28A	Tenant	1,950	Office	Tenant	1,950	Office	Innocence Project	1,950	Office	Innocence Project	1,950	Office
28B	Montague Bikes	2,220	Tech	Montague Bikes	2,220	Tech	Montague Bikes	2,220	Tech	Montague Bikes	2,220	Tech
29/30	Dockwa	1,702	Office	Asian Cultural	1,702	Office	Asian Cultural	1,702	Office	Asian Cultural	1,702	Office
Summary — Square Feet & % of Total by Use												
Office		61,843	62.4%		61,661	62.2%		59,171	59.7%		55,101	55.6%
Tech		26,680	26.9%		30,346	30.6%		37,107	37.4%		38,463	38.8%
Vacant		10,579	10.7%		7,095	7.2%		2,824	2.8%		5,538	5.6%

CP1247 1035 Cambridge Street - Tenant Space Details

Tech vs. Office Tenant Breakdown — May 2018 to May 2025

Suite	2022 Tenant	2022 SF	2022 Use	2023 Tenant	2023 SF	2023 Use	2024 Tenant	2024 SF	2024 Use	2025 Tenant	2025 SF
1	Geek Offices	6,109	Office	Geek Offices	6,109	Office	Geek Offices	6,109	Office	Geek Offices	6,109
2	Just A Start	2,869	Office	Just A Start	2,869	Office	Vacant	2,869	Vacant	Vacant	2,869
3	Disbelief	2,205	Tech	Disbelief	2,205	Tech	Disbelief	2,205	Tech	Disbelief	2,205
4	Disbelief	2,407	Tech	Disbelief	2,407	Tech	Disbelief	2,407	Tech	Disbelief	2,407
6	City Sprouts	1,126	Office	City Sprouts	1,126	Office	Vacant	1,126	Vacant	Disbelief	1,126
7	Kuva	548	Tech	Kuva	548	Tech	Kuva	548	Tech	Kuva	548
8	Kuva	530	Tech	Kuva	530	Tech	Kuva	530	Tech	Kuva	530
9	Fluent Metal	2,239	Tech	Fluent Metal	2,239	Tech	Fluent Metal	2,239	Tech	Fluent Metal	2,239
10A	Kuva	2,664	Tech	Kuva	2,664	Tech	Kuva	2,664	Tech	Kuva	2,664
10B	Factor Bio	934	Tech	Factor Bio	934	Tech	Factor Bio	934	Tech	Factor Bio	934
11A	HomeTech	4,089	Tech	HomeTech	4,089	Tech	HomeTech	4,089	Tech	HomeTech	4,089
11B	Vacant	2,389	Vacant	Amsbio	2,389	Tech	Amsbio	2,389	Tech	Amsbio	2,389
12	Just-A Start	2,960	Office	Just-A Start	2,960	Office	Vacant	2,960	Vacant	Vacant	2,960
14A	Lightforce	2,628	Tech	Lightforce	2,628	Tech	LifeCanvas	2,628	Tech	LifeCanvas	2,628
14B	LifeCanvas	3,341	Tech	LifeCanvas	3,341	Tech	LifeCanvas	3,341	Tech	LifeCanvas	3,341
15A	Factor Bio	1,805	Tech	Factor Bio	1,805	Tech	Factor Bio	1,805	Tech	Factor Bio	1,805
15B	Factor Bio	2,141	Tech	Factor Bio	2,141	Tech	Factor Bio	2,141	Tech	Factor Bio	2,141
16A	Factor Bio	1,356	Tech	Factor Bio	1,356	Tech	Factor Bio	1,356	Tech	Factor Bio	1,356
16B	Amsbio	1,242	Tech	Factor Bio	1,242	Tech	Factor Bio	1,242	Tech	Factor Bio	1,242
16C	LifeCanvas	2,066	Tech	LifeCanvas	2,066	Tech	LifeCanvas	2,066	Tech	LifeCanvas	2,066
16D	LifeCanvas	1,150	Tech	LifeCanvas	1,150	Tech	LifeCanvas	1,150	Tech	LifeCanvas	1,150
16E	LifeCanvas	1,340	Tech	LifeCanvas	1,340	Tech	LifeCanvas	1,340	Tech	LifeCanvas	1,340
17A	Laborers	1,900	Office	Laborers	1,900	Office	Laborers	1,900	Office	Laborers	1,900
17B	Factor Bio	3,355	Tech	Factor Bio	3,355	Tech	Factor Bio	3,355	Tech	Factor Bio	3,355
17C	Factor Bio	1,155	Tech	Factor Bio	1,155	Tech	Factor Bio	1,155	Tech	Factor Bio	1,155
18A	Brooklyn Immunotherape	2,714	Tech	Brooklyn Immunotherape	2,714	Tech	Eterna Therapeutics	2,714	Tech	Eterna Therapeutics	2,714
18B	Design Associates	1,507	Office	Design Associates	1,507	Office	Design Associates	1,507	Office	Design Associates	1,507
19	Phoem Bio	1,539	Tech	Phoem Bio	1,539	Tech	Phoem Bio	1,539	Tech	Axiom Optics	1,539
21A	CHA	3,910	Office	CHA	3,910	Office	Vacant	3,910	Vacant	Vacant	3,910
21B	iCivics	1,683	Office	Vacant	1,683	Vacant	LifeCanvas	1,683	Tech	Vacant	1,683
21D	Fairlane	936	Office	Fairlane	936	Office	Fairlane	936	Office	Fairlane	936
21E	Vacant	1,343	Vacant	Mitsubishi Electric	1,343	Tech	Mitsubishi Electric	1,343	Tech	Mitsubishi Electric	1,343
22	Vacant	2,824	Vacant	Vacant	2,824	Vacant	Vacant	2,824	Vacant	Vacant	2,824
23/24/25	CHA	9,999	Office	CHA	9,999	Office	CHA	9,999	Office	CHA	9,999
26	CHA	7,136	Office	CHA	7,136	Office	CHA	7,136	Office	CHA	7,136
27	AC Studio	5,091	Office	AC Studio	5,091	Office	AC Studio	5,091	Office	AC Studio	5,091
28A	Innocence Project	1,950	Office	Innocence Project	1,950	Office	Innocence Project	1,950	Office	Innocence Project	1,950
28B	Montague Bikes	2,220	Tech	Montague Bikes	2,220	Tech	Montague Bikes	2,220	Tech	Montague Bikes	2,220
29/30	Video Garage	1,702	Office	Video Garage	1,702	Office	Vacant	1,702	Office	Vacant	1,702
Summary											
Office		48,878	49.3%		47,195	47.6%		36,330	36.7%		36,330
Tech		43,668	44.1%		47,400	47.8%		49,083	49.5%		48,526
Vacant		6,556	6.6%		4,507	4.5%		13,689	13.8%		14,246

Suite	Owner	Tenant	SF	First Lease in Building	Occupancy of Current Suite	Use	Details of Use
18B	Christopher Dallmus	Christopher Dallmus	1,507	1994	1994	Office	
28B	G&A Realty	Montague Corp	1,519	1998	1998	Tech	Bicycle manufacturing/sales
21D	Fairlane Columbia	Fairlane Properties	936	2008	2017	Office	Offices
1	Fairlane Columbia	Geek Offices	6,109	2010	2016	Office	Offices/R&D
3	Fairlane Columbia	Geek Offices	2,205	2010	2026	Office	Offices
10B	Fairlane Columbia	Factor Bioscience	934	2013	2013	Tech	R&D Lab
15A	Fairlane Columbia	Factor Bioscience	1,805	2013	2018	Tech	Offices/ISO 7 Lab
15B	Fairlane Columbia	Factor Bioscience	2,141	2013	2020	Tech	ISO 7 Lab and HVAC Equipment
16A	Fairlane Columbia	Factor Bioscience	1,356	2013	2020	Tech	Offices
16B	Fairlane Columbia	Factor Bioscience	1,242	2013	2022	Tech	Offices
17B	Fairlane Columbia	Factor Bioscience	3,355	2013	2016	Tech	Lab/Sinks/Fume Hoods/Testing/Offices
17C	Fairlane Columbia	Factor Bioscience	1,155	2013	2016	Tech	Lab/Sinks
11B	Fairlane Columbia	Amsbio	2,389	2014	2022	Tech	-20 and -80 Freezers/Shipping/Offices
17A	Fairlane Columbia	Laborers Union	1,900	2015	2015	Office	Offices
11A	Fairlane Columbia	HomeTech Innovation	4,089	2017	2018	Tech	Test Kitchen/R&D/Offices
14A	Fairlane Columbia	LifeCanvas Technology	2,628	2018	2023	Tech	R&D Lab
14B	Fairlane Columbia	LifeCanvas Technology	3,341	2018	2023	Tech	Offices
16C	Fairlane Columbia	LifeCanvas Technology	2,066	2018	2020	Tech	R&D/Servers - Supercomputer
16D	Fairlane Columbia	LifeCanvas Technology	1,150	2018	2020	Tech	Lab/Sinks/Fume Hoods/Testing
16E	Fairlane Columbia	LifeCanvas Technology	1,340	2018	2020	Tech	Lab/Sinks/Fume Hoods/Testing
6	Fairlane Columbia	Kuva Systems	1,126	2019	2025	Tech	Production/Shipping
8	Fairlane Columbia	Kuva Systems	530	2019	2019	Tech	R&D Lab/Machine Shop/ Fume Hood
10A	Fairlane Columbia	Kuva Systems	2,664	2019	2019	Tech	Offices
28A	G&A Realty	New England Innocence Project	2,403	2020	2020	Office	Offices
18A	Fairlane Columbia	Ernexa Therapeutics	2,714	2021	2021	Tech	Offices/R&D/Fume Hood
9	Fairlane Columbia	Fluent Metal	2,239	2022	2021	Tech	R&D Lab/Machine Shop
19	Ya Zhou Wen Hua	Axiom Optics	1,539	2024	2006?	Tech	Offices
7	Fairlane Columbia	SPT Lab	548	2025	2025	Tech	Showroom
21A	Fairlane Columbia	Inter-Con Security	2,232	2026	2026	Office	Offices
23	Rana Associates	Cambridge Health Alliance	2,682	2006?	2006	Office	Offices
24	Rana Associates	Cambridge Health Alliance	2,555	2006?	2006	Office	Offices
25	Rana Associates	Cambridge Health Alliance	5,311	2006?	2006	Office	Offices
2	Fairlane Columbia	Vacant	2,869			Vacant	
4	Fairlane Columbia	Vacant	2,407			Vacant	
12	Fairlane Columbia	Vacant	3,611			Vacant	
21C	Fairlane Columbia	Vacant	1,518			Vacant	
21B	Fairlane Columbia	Vacant	1,683			Vacant	
21E	Fairlane Columbia	Vacant	1,343			Vacant	
22	MDMK Realty Trust	Vacant	2,824			Vacant	
29	Ya Zhou Wen Hua	Vacant	1,702			Vacant	
27A	Ya Zhou Wen Hua	Vacant	2,124			Vacant	
27B	Ya Zhou Wen Hua	Vacant	2,989			Vacant	
26	Ya Zhou Wen Hua	Vacant	5,043			Vacant	

1035 Cambridge Street - Tenant space use photos and manufacturing narrative.

Photos of Representative “Tech/Laboratory” Tenant Spaces and Equipment



Suite 11B – Amsbio

–80 °C & –20 °C freezer banks



Suite 11B – Amsbio

Ultra-low-temp freezer array



Suite 17B – Factor Bio

Chemical fume hoods



Suite 17B – Factor Bio

Lab freezers



Suite 15A – Factor Bio

HVAC / mechanical room



Suite 15B – Factor Bio

ISO-7 cleanroom lab



Suite 9 – Fluent

Laboratory equipment



Suite 8 – Kuva

Laboratory equipment



Suite 14A – Life Canvas
Laboratory



Suite 16C – Life Canvas
Laboratory



Suite 16D – Life Canvas
Laboratory



Suite 16E – Life Canvas
Laboratory



Suite 6 – Kuva
Rooftop mechanical / equipment



Suite 11A – Laboratory
Lab / process space

Representative processes occurring inside the LifeCanvas Technologies spaces.

Suite 16C – Server Infrastructure & Manufacturing

This space houses our primary SmartBatch+ (SB+) manufacturing as well as server infrastructure. The servers support ongoing data acquisition, processing, and storage associated with imaging workflows. The computing infrastructure requires continuous (24/7) operation and stable environmental control. Power interruptions or load reductions could result in data loss, system instability, or disruption of active production processes.

Suite 16D – CRO (Contract Research Operations)

This suite is dedicated to contract research services, where the customer's biological samples are processed continuously. Workflows such as tissue processing, staining, clearing, and imaging run over extended periods (often 24–72+ hours) and cannot be interrupted without risking loss of samples and significant rework. These processes are highly time-sensitive and operate continuously, making load reduction impractical.

Suite 16E – Reagent Manufacturing & Fulfillment

This space is used for reagent production and shipping. The processes involve controlled preparation, storage, and handling of biological/chemical materials, requiring consistent environmental conditions and uninterrupted operation. Similar to manufacturing environments, these processes are standardized and throughput-driven.

Suite 14A – R&D, System Assembly, and Additional Server Infrastructure

This suite supports R&D activities, including development and assembly of SmartSPIM systems, as well as workstation and storage infrastructure. It also contains additional server capacity. These operations require continuous environmental control (including HVAC) to ensure system stability, equipment performance, and data integrity, with many components operating on a 24/7 basis.

EXHIBIT A

incorporated into and made a part of the Declaration of Trust of 432 COLUMBIA STREET CONDOMINIUM TRUST under Declaration of Trust dated January 22, 1988 and to be recorded in the Middlesex South District Registry of Deeds.

BY-LAWS

432 COLUMBIA STREET CONDOMINIUM TRUST

The provisions of this Exhibit A to the 432 COLUMBIA STREET CONDOMINIUM TRUST shall constitute the By-Laws of the 432 COLUMBIA STREET CONDOMINIUM TRUST, the organization of Unit Owners established by said Trust.

1. Powers and Duties of the Trustees.

The Board of Trustees shall have all powers necessary for the administration of the affairs of the Condominium as set forth in Chapter 183A, and they may do any and all acts necessary or desirable for the administration of the affairs of the Condominium except only for such acts as may not, under law, or under the provisions of the Master Deed, or this Trust, be delegated to the Trustees by the Unit Owners. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas and Facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, but not limited to the operation and maintenance of the Common Areas and Facilities, and preparation of the budgets therefor.
- (c) Assessment and collection of the common charges from the Unit Owners, including Special Common Charges as provided in Section 34.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas and Facilities.
- (e) Subject to the provisions of Section 7 of these By-Laws, adoption, amendment, and administration (including waiver) of rules and regulations covering the details of the operation and use of the Common Areas and Facilities.
- (f) Opening of bank accounts on behalf of the Condominium, and, subject to the provisions hereof, designating the signatories requires therefor.

- (g) Leasing, managing and otherwise dealing with such common facilities as may be provided for in the Master Deed as being Common Areas and Facilities.
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to the Trust or purchased by it as a result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions of Section 3 of these By-Laws.
- (j) Making of repairs, additions and improvements to, or alterations or restoration of, the Condominium, in accordance with the provisions of Chapter 183A, the Master Deed and this Trust.
- (k) Managing the finances of the Trust, including allocation of income and expenses.
- (l) Enforcing obligations of the Unit Owners, pursuant to and in accordance with Chapter 183A, the Master Deed and this Trust, including the power to assess and levy reasonable fines or charges against the Unit Owners for violations of rules and regulations.
- (m) Subject to the provisions of Section 28 of these By-Laws, purchasing (at judicial foreclosure sale or otherwise) or leasing a Unit, and organizing and maintaining corporations, trusts, or other entities to act as nominee of the Condominium in acquiring title to Units on behalf of all Unit Owners under the provisions hereof.
- (n) Granting or relocating easements within the Common Areas and Facilities for the purpose of furnishing utility services to the Condominium.
- (o) Allocation of portions of the Common Areas and Facilities to Unit Owners and to the extent permitted by the Master Deed and these By-Laws the collection of special charges therefor.
- (p) Conducting litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, rules and regulations, and Master Deed, and this Trust.
- (q) Borrowing money or otherwise incurring debt on behalf of the Trust, delivering mortgages, pledges or other instruments to secure the payment of such debts and

assessing charges against the Unit Owners to repay the same.

2. Common Expenses and Profits

A. Except as otherwise provided in Section 34, each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium in the same proportion as his beneficial interest in this Trust bears to the aggregate beneficial interest of all the other Unit Owners. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may establish and maintain reserve funds for maintenance, repairs and replacement of the Common Areas and Facilities. In addition thereto, the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of Sections 4, 5, 6 and 9 of these By-Laws, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the Common Areas and Facilities, and other proper contingencies.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly furnish copies of each budget on which such assessment is based to all Unit Owners, and, if requested, to their mortgagees. The Trustees shall promptly render statements to the Unit Owners for the respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that an annual assessment is not made as above required, and until such assessment is in fact made, an assessment shall be presumed to have been made in the amount of the last prior annual assessment. In the event that at any time and from time to time the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or to be incurred, including but not limited to provisions for proper reserve funds, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as set forth in such statements. The Trustees may in their discretion provide for payments of such supplemental assessment statements in monthly or other installments. The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due (at a rate equal to six (6%) percent above the Bank of Boston, N.A. prime rate then in effect, but not more than nineteen (19%) percent) and all late charges and expenses, including attorney's fees, incurred by the

Trustees in any proceeding brought to collect such unpaid common charges, shall constitute a lien on the Unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A, and may be collected by the Trustees pursuant to said Section. A late charge shall be automatically assessed on any payment which is more than fifteen days in arrears in an amount determined by the Board of Trustees on the sixteenth day of any month for which payment has not been rendered, or by such other policies as the Board of Trustees may from time to time determine. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the Trustees in collection of said assessments for common expenses, delinquent fees, charges, penalties, and interest charged to a delinquent owner and in the enforcement of said lien. The right of a delinquent owner to vote, to use recreational facilities, and to serve on the Board of Trustees or any committees established by the Board shall be suspended until such delinquent assessments have been paid or unless relief is granted by special resolution of the Trustees. The Trustees shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof by an action in damages, by foreclosure of the lien or in any manner permitted by law. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote the vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustee, the Trustees shall be entitled to interest on the unpaid amounts from the date or dates on which it or they were first due at a rate equal to six (6%) percent above the Bank of Boston, N.A. prime rate then in effect (but not more than nineteen (19%) percent), and all costs of collection, suit and foreclosure, including attorney's fees.

C. The Trustees shall promptly provide any Unit Owner, or any Unit Buyer who has a duly executed Purchase and Sale Agreement for the acquisition of a Unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid common expenses due with respect to such Unit, signed and acknowledged by any one Trustee in proper form for recording, upon the written request therefor and upon payment of a processing fee of five (\$5.00) dollars. Recording of such statement in the Registry of Deeds shall operate to discharge the Unit from any lien for any other sums unpaid but not enumerated on such statement as of the date of such statement to the extent provided by said Chapter 183A.

D. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

E. Notwithstanding anything to the contrary herein, any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, foreclosure of its mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expenses or assessments or charges against such Unit which accrued prior to the time such mortgagee or mortgage holder comes into possession of such Unit.

3. Insurance.

A. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance: (i) master policies of casualty and physical damage insurance with extended coverage insuring all portions of the buildings, including the Common Areas and Facilities of the Condominium, and all of the Units but not including carpeting, office machinery fixtures, furniture, furnishings, or other personal property supplied to or installed by Unit Owners, for the benefit and protection of the Trustees and all Unit Owners and their mortgagees, as their interests may appear, pursuant to such condominium casualty insurance endorsement form as may from time to time be customarily used in Massachusetts, in an amount at least equal to the full replacement value of the buildings, Common Areas and Facilities, and Units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees; (ii) Worker's compensation insurance if the Trustees shall have an employee or employees; (iii) public liability insurance in such amounts and with such coverage as the Trustees shall from time to time determine, covering each of the Trustees, the managing agent or the manager, if any, and each Unit Owner with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner; and (iv) such other insurance as the Trustees may determine. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees.

B. All such policies of physical damage insurance shall, insofar as practicable, (i) contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and any defense based on invalidity arising from the acts of the insured; (ii) provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all mortgagees of Units; (iii) provide that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units; (iv) provide that notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be

exercisable if in conflict with the terms of Chapter 183A, the Master Deed, the Trust or these By-Laws; and (v) provide for an "agreed amount" endorsement or an "inflation guard" endorsement or their equivalents to the extent obtainable. A certificate of insurance, showing the amount of insurance, shall be issued to the owners of each unit and, upon request, to any mortgagee of a Unit Owner. The Trustees shall periodically obtain an independent appraisal of the full replacement value of all portions of the buildings, including all of the Units and all of the Common areas and facilities and additions, alterations and improvements, without deduction for depreciation, for the purposes of determining the amount of fire and extended coverage insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

C. The duty of the Trustees as Insurance Trustees shall be to receive any proceeds as are paid to them and to hold, use and disburse the same in accordance with the applicable provisions of the following Sections 4 and 9 of these By-Laws. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged units in proportion to the respective costs of repair or restoration of the Common Areas and Facilities and damaged units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged Common Areas and Facilities and damaged units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owner for whom held upon completion of repair or restoration; but if pursuant to Section 4 of these By-Laws, restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if the Condominium is totally destroyed and, in the event of a partial destruction, after payment for such restoration of the common areas and facilities as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such unit so requires.

D. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense of the Condominium.

E. Any such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 may have a deductible amount to be determined from time to time by the Trustees.

F. Each Unit Owner may carry insurance at his own expense for his own benefit insuring, inter alia, his carpeting, office

machinery, fixtures, furniture, furnishings and other personal property, and personal liability, provided, that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Each Unit Owner shall promptly notify the Trustees in writing of all improvements made by him to his Unit the insurable replacement cost of which exceeds one thousand (\$1,000.00) dollars, and such Unit Owner shall pay to the Trustees as a Special Common Charge under these By-Laws any increase in insurance premium incurred by the Trust which results from such improvement. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Trustees, unless otherwise voted by the Trustees.

G. No Unit Owner or occupant shall commit, permit or suffer any violation of any insurance policies obtained by the Trust, or do, permit or suffer anything to be done, or keep or permit or suffer anything to be kept, or permit or suffer any condition to exist which might (i) result in termination of any of such policies, or (ii) adversely affect the right of recovery thereunder, or (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by these By-Laws, or (iv) result in an increase in the insurance rate or premium with respect to the master policy or policies or with respect to any other Unit Owner's policy or policies, unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same to the Trustees or to the Unit Owners, as the case may be, and the amount of any such increase shall be a special assessment against the Unit Owner responsible therefor.

4. Rebuilding and Restoration.

A. In the event of damage to or destruction of the Common Areas and Facilities as a result of fire or other casualty, or, in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to such casualty and shall notify the Unit Owners of their determination. If such loss does not exceed ten percent of such value, the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account

thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Areas and Facilities and the Units, the proceeds will be first allocated to the cost of repairs to the Common Areas and Facilities and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Areas and Facilities, the balance of the cost of such repairs will be assessed against all Unit Owners as a common expense. To the extent the proceeds allocated, as aforesaid, are insufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs to each Unit will be assessed against all Unit Owners..

C. Subject always to the prior rights of the Unit Mortgagees, if there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund, or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the Common Areas and Facilities.

D. If, as a result of fire or other casualty, the loss exceeds ten (10%) percent of the value of the Condominium, including all parts of the building and the Common Areas and Facilities and the Units prior to the casualty, and if Unit Owners entitled to at least seventy-five (75%) percent of the beneficial interest do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration (by signing and returning a Restoration Agreement to the Trustees), the Trustees shall not proceed with repair and restoration of the Common Areas and Facilities and the Units and the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit Mortgagees, the net proceeds of the partition sale together with any Common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and Facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws. If Unit Owners entitled to seventy-five (75%) percent or more of the beneficial interest in the Common Areas and Facilities agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten

(10%) percent of the value of the Condominium including all parts of the buildings and the Common Areas and Facilities and the Units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

5. Condemnation.

In the event that all or part of the Condominium is taken under the power of eminent domain, then the taking shall be treated as a casualty loss with the award being treated as insurance proceeds and the provisions of Section 4 of these By-Laws and the provisions of Massachusetts General Laws, Chapter 183A, Section 17, shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for re-alignment of the percentage interest in the Common Areas and Facilities as shall be just and equitable, and shall record an Amendment to the Master Deed reflecting such re-alignment.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Areas and Facilities, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the Court, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. Subject always to the prior rights of the unit mortgagees, in the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the Common Areas and Facilities.

6. Improvements.

A. Seventy-five (75%) percent or more of the Unit Owners may agree to make an improvement to the Common Areas and Facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten (10%) percent of the then value of the Condominium, including the building and the Common Areas and Facilities and the Units, any Unit Owner not so agreeing may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an Order directing the purchase of his Unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common expense.

B. If more than fifty (50%) percent but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the Common Areas and Facilities, the cost of such improvement shall be borne solely by the Owners so agreeing.

7. Rules and Regulations.

A. The Trustees may at any time and from time to time, adopt other rules and regulations governing the details of the operation and use of the Common Areas and Facilities, and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas and Facilities as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the Common Areas and Facilities.

B. The Trustees shall administer such rules and regulations.

C. The Trustees may at any time and from time to time, amend, rescind and waive, any or all of such rules and regulations.

D. Notwithstanding the foregoing provisions of this Section 7:

- (i) The Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective; and
- (ii) Unit Owners entitled to at least fifty-one (51%) percent of the beneficial interest hereunder may, at any time and from time to time, rescind, amend or waive any rule or regulation promulgated by the Trustees (including but not limited to the initial rules and regulations referred to hereinabove).

8. Meetings.

A. The Board of Trustees shall meet annually on the date of the Annual Meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting shall be given at least five (5) days before such meeting to each member of the Board of Trustees. A majority of the Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the first Wednesday of December or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to such date. Special meetings of the Unit Owners may be called by the Trustees or upon the written request of Unit Owners entitled to at least thirty-three (33%) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty-one (51%) percent of the beneficial interest hereunder and a majority of any quorum present in person or by written proxy at any meeting may decide any matter except when a larger vote is required by law, by the Master Deed, or by the Trust or By-Laws.

C. Any Trustee or Unit Owner may, at any time, waive notice of any meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee or Unit Owner without objection to lack of notice at any meeting shall constitute a waiver of notice by such Trustee or Unit Owner of notice of such meeting. If all of the Trustees are present at any meeting of the Trustees, or if all of the Unit Owners are present at any meeting of the Unit Owners, no notice shall be required and any business may be transacted at such meeting of the Trustees, or Unit Owners, respectively.

9. Listed Mortgages: Notices.

A. A Unit Owner who executes a Mortgage, whether a first

Mortgage or any junior Mortgage, on his Unit shall promptly notify the Trustees of such Mortgage, and shall file an accurate copy of such Mortgage with the Trustees, specifying the Book and Page, or Instrument Number where the same is recorded in the Registry of Deeds, and if any Unit Owner fails to so notify the Trustees, then the Mortgagee, or Mortgagees of his Unit, or the attorney for such Mortgage or Mortgagees, may so notify the Trustees of the execution of any such Mortgage. The term "Listed Mortgage" shall mean any Mortgage listed with the Trustees as set forth in this subsection.

B. Upon written request addressed to the Trustees by a first mortgagee of any Unit (whether or not such mortgagee is a Listed Mortgagee) the Trustees shall promptly notify such Mortgagee in writing of any default by the Mortgagor of such Unit in the performance of any of the Mortgagor's obligations under the Master Deed, or this Trust including these By-Laws and the rules and regulations hereto, or the Unit Deed, which is not cured within thirty (30) days.

C. The right of any Unit Owner to vote or grant or withhold any consent or exercise any rights pursuant to the provisions of this Trust or the Master Deed may be assigned to or restricted in favor of any Mortgagee, and the Trustees shall be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of said Chapter 183A and that the Mortgagee has notified the Trustees of such assignment or restriction in writing, whether or not such Mortgagee is a Listed Mortgagee.

D. A Listed Mortgagee shall remain a Listed Mortgagee until either:

- (i) The Trustees receive written notice by such Listed Mortgagee that the Mortgage has been discharged, or that such Mortgagee no longer desires to remain listed as a Listed Mortgagee; or
- (ii) The Trustees receive notice that the Mortgage has been discharged of record, which notice shall contain a true copy of such discharge and shall specify the Book and Page, or Instrument where such discharge is recorded in the Registry of Deeds.

E. Notwithstanding anything to the contrary in this Trust including these By-Laws and rules and regulations hereto, and in the Master Deed and the Unit Deeds, no provision of any such documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages (whether or not such first mortgagees are Listed Mortgagees) in the case of a distribution to Condominium Unit Owners of insurance proceeds or

condemnation awards for losses to or taking of Condominium Units and/or Common Areas and Facilities.

F. Whenever notice is to be given to any mortgagee or mortgage holder hereunder upon written request, the Trustees shall additionally give such notice to any servicer designated by such mortgagee or mortgage holder.

G. Upon written request by any holder of a first mortgage on any Unit in the Condominium, the Trustees shall give notice to such mortgage holder in writing of any loss to, or taking of, the Common Areas and Facilities or any part thereof, of the Condominium if such loss or taking exceeds ten thousand (\$10,000.00) dollars.

10. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his office in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these By-Laws.

11. Inspection of Books; Reports to Unit Owners.

The Trustees shall keep detailed records of the actions of the Trustees, minutes of the meetings of the Trustees, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid. Copies of the Master Deed, this Trust and these By-Laws, rules and regulations and floor plans of the Building and Units, as the same may be amended from time to time, shall be maintained at the office of the Trustees and shall be available for inspection by Unit Owners, their authorized agents and Listed Mortgagees at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Except in the case of fraud committed by any Trustee, any person who has been furnished with

such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of sixty (60) days of the date of receipt by him, shall be deemed to have assented thereto.

12. Checks and Notes.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by (i) the sole original Trustee during its term, and (ii) thereafter, by any two (2) Trustees, any sole remaining Trustee, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees. All vouchers for the payment of any common expenses shall after the expiration of the term of the original Trustee be approved by not less than a majority of the Trustees then in office in each instance.

13. Seal.

The Trustees may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Trust and the year in which this instrument was recorded in the Registry of Deeds, or a common or wafer seal, which shall be valid for all purposes.

14. Fiscal Year.

The fiscal year of the Trust shall be the calendar year, or such other date as may from time to time be determined by the Trustees.

15. Management; Employees.

A. The Trustees, at their discretion, may, but need not, appoint a real estate management firm, or manager, to manage the Condominium, at such compensation, and upon such terms and conditions as the Trustees see fit. If such management firm, or manager, is so appointed, the Trustees may delegate to such firm or manager such duties as the Trustees may at any time and from time to time expressly delegate, provided, however, that the duties and powers, and responsibilities of the Trustees under Sections 1(b); 1(e); 1(f); 1(g); 1(h); 1(i); 1(k); 1(l); 1(m); 1(n); 1(q); 2; 3; 4; 5; 6; 7; 12 and 15 of these By-Laws shall not be so delegated to anyone whomsoever except the Trustees themselves, or to such of the Trustees as a majority of the Trustees shall designate.

B. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated without cause and without payment of a termination fee on ninety (90)

days' written notice, or less (except for any management contract entered into by the sole Original Trustee which may be terminated sixty (60) days after the turnover event), and the term of any such contract shall not exceed three (3) years.

C. After the expiration of the term of the sole original Trustee, the consent of a majority of the Trustees then in office shall be necessary for the hiring and dismissal of any employees of the Condominium.

16. Use of Units.

In addition to the restrictions on the use of the Units and the Common Areas and Facilities set forth in the Master Deed, the use of the Units and the Common Areas and Facilities shall be subject to the following restrictions:

- (a) No signs, identification or decoration shall be permitted on the Common Areas and Facilities nor on the exterior doors and windows of any Units, and no signs, wording, lettering, decals or any other material whatsoever shall be placed upon the inside or outside surface of any window in the Buildings nor placed upon any curtain or drape, or placed in a position where the same will appear to be a window sign when viewed from the exterior of the Buildings, except only as follows:
 - (i) There shall be a building directory in the lobby on the first floor level, which directory shall at all times be a part of the Common Areas and Facilities of the Condominium. Each Unit Owner or occupant shall be entitled, at his expense, to place and maintain on said directory a nameplate of a uniform size and design as approved by the Trustees. In addition, there shall be a directory in the hall on the lower level, listing the names and office identification of Unit Owners or occupants on the lower level, and a directory in the hall on the second floor level, listing the names and office identification of Unit Owners or occupants on the second floor level. All such directories shall at all times remain a portion of the Common areas and facilities of the Condominium. Each Unit Owner shall be responsible for maintaining, in a first class manner, his nameplate on such directories.
 - (ii) Each Unit Owner or occupant shall be entitled to place a sign on or near the door to his Unit of a size and design to be approved by the Trustees, such sign to be installed and maintained at the expense of each Unit Owner.
- (b) The Trustees, in their discretion, may erect and maintain

lights on the exterior pylon sign, and on the main building directory so that the same are clearly visible at night, but no such illumination shall be "flashing" or "intermittently" lighted, and no other sign shall be permitted on any part of the Condominium.

- (c) Nothing herein shall prohibit any Unit Owner from installing any type of signs or lettering within the boundaries of his unit, so long as such sign is not visible from the exterior of his unit.
- (d) All of the foregoing signs permitted hereunder shall in any event comply with all legal requirements of the Commonwealth of Massachusetts and the City of Cambridge. If any signs constructed and maintained on any part of the 432 Columbia Street Condominium property, on the date of the Master Deed, or thereafter, shall be in whole or in part restricted by any valid governmental ordinance of the Commonwealth of Massachusetts or the City of Cambridge the Trustees shall have no liability to the Unit Owner so long as such Trustees make a good faith effort to comply with such governmental requirements.

17. Use of Common Areas and Facilities.

No Unit Owner shall place or cause to be placed in the lobby, vestibules, public halls, stairways, or other Common Areas and Facilities any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. Unit Owners shall be liable for damages to common areas caused by their visitors and may be assessed charges for said damages.

18. Attorneys, Accountants, Appraisers.

The Trustees may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be common expenses of the Condominium. The Trustees, in the absence of fraud, shall be protected in reasonably relying upon the opinion of such attorneys, accountants, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

19. Electricity; Other Utilities.

A. Electricity shall be supplied by the public utility servicing the area in which the Condominium is located, directly to each Unit through a separate meter, and each Unit Owner shall

be required to pay all bills and assessments for electricity consumed or used in his Unit.

B. Water service shall be supplied to all of the units and the Common Areas and Facilities and electricity shall be supplied to the Common Areas and Facilities through one or more building meters and the Trustees shall pay, as a common expense, all charges for water consumed on the Property, including the Units, and all charges for electricity utilized in the Common Areas and Facilities, promptly after the bills for the same shall have been rendered.

20. Violations by Unit Owners.

The Trustees shall have the power, in addition to any other powers set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, (or both) violation of any rule or regulation adopted by the Trustees, any breach of any of these By-Laws, the Master Deed, this Trust or any offending Unit Owner's Unit Deed. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than twenty five (\$25.00) dollars for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners in the same manner as collection of common charges.

21. Violation of Law.

No noxious or unlawful activity shall be carried on in any Unit or in the Common Areas and Facilities nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his business invitees, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants.

22. Maintenance and Repairs.

A. All maintenance and replacement of and repairs to any Unit, ordinary or extraordinary (other than to the Common Areas and Facilities contained therein not necessitated by the negligence, misuse or neglect of the Owner of such Unit), and to the doors and windows, and to electrical, plumbing, heating and air-conditioning fixtures and hot water heaters within the Unit or belonging to the Unit Owner which are not a part of the Common Areas and Facilities shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to

any and all other Units and to the Common Areas and Facilities that his failure so to do may engender.

If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit, including, without limitation, mains and pipes for water and sewer (septic) and electrical conduits, are in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facilities, or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair, or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor and such lien shall have the same priority as a lien under Section 2(B) hereof.

B. All maintenance and replacement of and repairs to the Common Areas and Facilities as defined in the Master Deed, shall be made by the Trustees and shall be charged to all the Unit Owners as a Common expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, or his agents or invitees, in which case such expense shall be charged to such Unit Owner.

23. Right of Access; Pass Keys.

A. Subject to the provisions of said Chapter 183A, Section 4, Clause (2), the Trustees in their capacities as such Trustees, and any manager engaged by the Trustees, and any persons authorized by the Trustees or such manager shall have a right of access to all Units in the Condominium, at any time in case of emergency, and at all other times during reasonable hours by prior appointment with each Unit Owner, for the purpose of making inspections or repairs to either the Unit to which such persons seek access, or to another Unit, or any part of the Common Areas and Facilities.

B. The Trustees or their designated agent shall retain a pass key to each Unit and no Unit Owner shall alter, change or install any locks without first providing the Trustees or their designated agent with a pass key with respect to any such changed, altered or new lock.

24. Structural Integrity.

Nothing shall be done or maintained in any Unit or in the Common

Areas and Facilities which will impair the structural integrity of any part of the building of the Condominium.

25. No Alterations.

Neither the exterior of any Unit nor the Common Areas and Facilities nor the hallways or lobby shall be altered, constructed, removed, decorated or painted in any manner except with the written consent of the Trustees. Any Unit Owner is free to decorate the interior of his Unit in any manner as he sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the Unit or the Building. Any Unit Owner shall be free to paint the exterior door or doors to his Unit in any manner he sees fit.

26. Combustible Materials.

No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance or hazardous waste on the property of the Condominium or in his Unit except only for such lighting and cleaning fluids as are customary for office use or as otherwise permitted in writing by the Trustees.

27. Safety.

Each Unit Owner assumes complete responsibility for the safety of himself, his business invitees, agents, servants, employees, licensees and tenants while such persons are in his Unit, or any other Unit, or on the Common Areas and Facilities of the Condominium (including but not limited to the parking areas).

28. Sale of Units.

A. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as a part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units, except as permitted pursuant to paragraph 10A of the Master Deed.

"Appurtenant Interests", as used herein, shall include with respect to each Unit (i) the undivided interest of the Unit Owner

thereof in the Common Areas and Facilities; (ii) the interest of the Unit Owner of such unit in any other assets of this Trust; (iii) all other rights and easements appurtenant to such unit.

B. Financing of Purchase of Units by Trustees.

With the prior written approval of at least sixty-six and two-thirds (66-2/3%) percent of the beneficial interests hereunder (the vote of the Unit Owner of the Unit which is the subject of such vote shall not be counted), the Trustees may acquire or lease Units of the Condominium. Acquisition or lease of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his beneficial interest as a Common charge; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific Unit or Units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Subsection (B) of this Section 28 shall be construed as compelling any Unit Owner to sell his Unit. Nothing in this Subsection (B) of this Section 28 shall have any effect on, nor limit in any manner, the rights and remedies of the Trustees under the provisions of Section 6 of Chapter 183A.

C. Waiver of Right of Partition.

In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

D. Payment of Assessments.

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid Common charges theretofore assessed by the Trustees against his Unit and which constitute liens against such Unit pursuant to Section 6D of Chapter 183A. This paragraph shall not apply to any first mortgagee of any Unit.

29. Tenants.

Any Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

A. Such lease shall be in writing and shall be specifically made subject to the provisions of the Master Deed, the Trust and By-Laws and the Rules and Regulations issued hereunder and shall provide that any failure to comply with the terms of such documents shall be a default thereunder, and the lessee shall execute a written agreement with the Trustees of the Trust under which he specifically agrees to observe and be bound by the same.

B. Such lease shall have been approved in writing by a majority of the Trustees of the Trust, such approval to be limited to a determination that the lease is in compliance with the provisions of the Master Deed, the Trust and By-Laws and the Rules and Regulations issued hereunder; provided, that the approval of the Trustees shall not be required for any leases of units entered into by the Sponsor as Lessor.

C. The restrictions on the use of Units contained herein and in the Master Deed shall not restrict or impair the use of any unit, or portion of a unit, by any tenant in occupancy thereof pursuant to a lease entered into prior to the recording of this Master Deed, provided such use is permitted pursuant to the terms of such lease.

D. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

30. Non-Discrimination.

Notwithstanding anything to the contrary herein, no part of this Trust or By-Laws or the rules and regulations now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use, or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, handicap, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, county or municipal law.

31. Percentage of Unit Owners.

Whenever the term "Percent of Unit Owners" or "Percentage of Unit Owners" is used in this instrument, said terms shall mean the Owners of the specified percentage in the aggregate in interest of the undivided ownership in the Common Areas and Facilities of the Condominium.

32. Construction of Skylights, Roofdecks and Penthouses; Subdivision and Connection of Units.

The provisions contained in this Section 32 shall be applicable to any construction of skylights, roofdecks or penthouses by any Unit Owners granted the right to construct the same under the Master Deed and to the subdivision of any Unit or the connection of two or more Units as provided in the Master Deed.

A. Consent of the Trustees. No skylight, roofdeck or penthouse shall be constructed, no Unit shall be subdivided and

no Units shall be connected without the prior written approval of a majority of the Trustees then in office. Any Unit Owner desiring to construct a skylight, roofdeck or penthouse (and having the right appurtenant to do so pursuant to the Master Deed), any unit owner desiring to subdivide his unit or any unit owner desiring to connect his unit with another shall submit a written request to the Trustees for approval thereof which request shall be accompanied by appropriate plans, working drawings and specifications prepared by a registered architect or registered professional engineer (registered as such in the Commonwealth of Massachusetts) depicting the work to be performed to construct such skylight, roofdeck or penthouse or to effect such subdivision or connection together with a certificate signed by the unit owner and by such architect or engineer setting forth such information and making such certifications as are required pursuant to Section 32B hereof.

Any request so submitted shall be acted upon by the Trustees within fifteen (15) business days of receipt thereof. The Trustees may withhold their consent only if in their reasonable opinion the proposed construction or subdivision or connection of units will violate any of the provisions of the Master Deed, the Trust or these By-Laws or any applicable law, code or regulation, will void or make voidable any policy of insurance maintained by the Trustees with respect to the Condominium, will impair the structural integrity of the Buildings, or will unreasonably impair the rights of any other unit owners in and to the Common Areas and Facilities or the use thereof. The Trustees may also condition their approval of any request hereunder upon the making of amendments to the proposed plans for construction, or the provision of certificates of insurance or bonds (or other reasonably adequate assurance of payment) or the execution of such agreements as the Trustees deem reasonably necessary as provided in Section 32C hereof. Any approval granted by the Trustees pursuant to this Section shall be in writing and signed by a majority of the Trustees then in office. The failure of the Trustees to respond to a request submitted pursuant to this Section within fifteen (15) business days of the receipt thereof shall be deemed an approval of the request. The Trustees shall, upon request therefor, promptly provide evidence in recordable form of any approval or deemed approval granted by the Trustees pursuant to this Section Section 32A.

B. Statements and Certifications. Any request submitted to the Trustees pursuant to Section 32A hereof shall be accompanied by a certificate signed by the unit owner and by the engineer or architect stating, as to any construction, subdivision or connection, the applicable matters set forth in subparagraphs (1) through (6) below.

(1) General. As to the construction of skylights, roofdecks, penthouses, as to subdivisions of any Unit and as to

the connection of any two or more Units, the certificate shall state:

- (i) the approximate cost of construction;
- (ii) the estimated time required for completion of construction;
- (iii) that the construction as set forth in such plans is in compliance with the provisions of this Master Deed, the Declaration of Trust and the By-Laws and with all applicable laws, codes and regulations;
- (iv) that the proposed construction will not make void or voidable any policies of insurance maintained by the Trustees with respect to the Condominium; and
- (v) that the structural integrity of the Buildings will not be impaired by the contemplated construction, subdivision or combination.

As to the matters set forth in (i) through (v) above, only the owner need certify as to items (i), (ii) and (iv).

(2) Skylights. As to the construction of any proposed skylights, the certificate shall, in addition to the matters set forth in (1) above, contain a certification that the proposed skylight will be located wholly within an area of the roof defined by the vertical planes of the interior surfaces of the walls defining the Unit with respect to which the skylight is to be constructed.

(3) Roofdecks. As to the construction of any proposed roofdecks, the certificate shall, in addition to the matters set forth in (1) above, state:

- (i) the layout, dimensions and approximate areas of the proposed roofdeck;
 - (ii) the principal materials of which the proposed roofdeck is to be constructed;
 - (iii) the method of access to the proposed roofdeck from the Unit with respect to which the same is to be constructed; and
 - (iv) that the roofdeck as proposed to be constructed is in compliance with the limitations set forth in Section 32C hereof.
- (4) Penthouses. As to the construction of any proposed

penthouses, the certificate shall, in addition to the matters set forth in (1) above, state:

- (i) the layout, dimensions and approximate areas of the proposed penthouse;
- (ii) the principal materials of which the proposed penthouse is to be constructed;
- (iii) the method of access to the proposed penthouse from the Unit with respect to which the same is to be constructed;
- (iv) that the penthouse as proposed to be constructed is in compliance with the limitations set forth in Section 32C hereof; and
- (v) the method by which utility services will be provided to the proposed penthouse.

(5) Subdivisions. As to any proposed subdivision, the certificate shall, in addition to the matters set forth in (1) above, state:

- (i) the layout, approximate dimensions and approximate area of each proposed new Unit;
- (ii) any additions to or alterations of the Common Areas and Facilities to be made pursuant to such proposal, including the method by which utility services will be provided to the proposed unit;
- (iii) the proposed percentage ownership of the Common Areas and Facilities of each proposed new unit;
- (iv) the proposed allocation among the proposed new units of any exclusive rights appurtenant to the present unit; and
- (v) the Common Areas and Facilities to which each of the proposed new units will have access.

(6) Connections. As to any proposed connection of Units, the certificate shall, in addition to the matters set forth in (1) above, state which of the connecting walls, floor or ceilings between the Units will be cut through in order to effect the proposed combination.

C. Limitations on Roofdecks and Penthouses. Any roofdeck or penthouse permitted to be constructed by any Unit Owner

pursuant to the Master Deed and these By-Laws shall be subject to the limitations set forth in this Section 32C.

(1) No such roofdeck or penthouse shall exceed one story in height.

(2) No such roofdeck or penthouse shall contain a gross floor area (measured from the interior surface of the exterior wall thereof) in excess of 33% of the gross floor area of the Unit with respect to which the same is permitted to be constructed.

(3) No such roofdeck or penthouse shall have direct access to any of the Common Areas and Facilities or to any other Unit except to the extent such access may be required by applicable laws.

(4) No such roofdeck or penthouse shall be located other than wholly within an area of the roof defined by the vertical planes of the interior walls defining the Unit with respect to which the same is permitted to be constructed, provided, however, that up to 25% of the gross floor area of such roofdeck or penthouse (measured from the interior surface of the exterior wall thereof) may be located above any one adjoining unit if the owner of such adjoining unit gives his irrevocable written consent thereto.

(5) The Trustees may require that any roofdeck or penthouse be constructed only of materials and in an architectural style similar to or in harmony with the Condominium.

(6) Provided that such roofdeck or penthouse is constructed substantially in accordance with plans approved by the Trustees, the certificate of the architect or engineer provided as to Section 32(B)(3)(iii) shall be conclusive on the parties as to compliance with the provisions of this Section 32C.

D. Requirements for Construction. Any construction which may be permitted pursuant to this Section 32 shall be performed in a first class and workmanlike manner using only new materials of a grade and quality at least equal to new construction within the Common Areas and Facilities. The Trustees, as a condition for giving their consent to any such construction, may require such assurances as they deem necessary to ensure that:

(1) Such construction will not unreasonably interfere with the use or enjoyment by other Unit Owners of any of the Common Areas and Facilities or of their Units and that such construction will be conducted in a manner calculated to keep any such interference at a minimum level;

(2) Neither the Trustees nor any of the other Units

Owners will be exposed to any liability by reason of such construction;

(3) No materialman's or mechanic's lien shall attach to or be permitted to exist against any property of any other Unit Owner by reason of such construction;

(4) Such construction will be completed within the time estimated by the architect or engineer;

(5) All governmental permits or approvals required for such construction have been obtained; and

(6) The Unit Owner engaged in any such construction has available adequate funds to permit construction to proceed to completion in accordance with the plans therefor.

The Trustees may require the provision of such certificates of insurance or completion or payment bonds or other bonds, and the execution of such agreements, as are reasonably necessary to give effect to the provisions of this Section 32D, provided that, if the unit owner places adequate funds to ensure completion of construction into an account with the Trustees, no completion or payment bonds shall be required.

E. Waiver of Requirements. The Trustees may, in their discretion, waive any of the requirements set forth in this Section 32 if in their opinion compliance with such requirements will be overly burdensome to the Unit Owner requesting the consent of the Trustees in light of the scope of construction proposed to be undertaken by such Unit Owner and such waiver will not unreasonably impair or interfere with the rights of any other Unit Owner.

33. Parking Lot.

Each Unit Owner shall be entitled to use in common with other unit owners that portion of the Parking Area which has not been allocated to the exclusive use of other unit owners as provided in the Master Deed. In the event of any dispute with respect to the Parking Areas, the Trustees of the Condominium Trust, acting in good faith, shall be entitled to adopt Rules and Regulations to be applied in a uniform and fair manner, governing the use of the Parking Area by Unit Owners, and the employees, servants, customers, clients, business invitees and other callers of Unit Owners.

34. Special Common Charges.

Pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 21, the term "Special Common Charge" shall mean any common expense which under any of the provisions of the Master Deed or these By-Laws is described as a Special Common Charge, or

as an amount to be assessed or paid as a Special Common Charge, or as an expense which is not to be borne by all of the Unit Owners according to their respective percentage interest in the Common Areas and Facilities, and all such Special Common Charges shall be collectible against the Unit Owner, and Unit, against whom and which they are assessed in accordance with the provisions of Section 6 of said Chapter 183A.

AMERICAN ASSOCIATION OF
PROPERTY OWNERS
OF THE DISTRICT OF COLUMBIA

CONDOMINIUM MASTER DEED

432 COLUMBIA STREET CONDOMINIUM
CAMBRIDGE, MASSACHUSETTS

The undersigned, The Cambridge Enterprise Collaborative, Inc. (hereinafter also referred to as the "Declarant"), a Massachusetts non-profit corporation having a principal place of business at 432 Columbia Street, Cambridge, Middlesex County, Massachusetts 02141, being the sole owner of the premises located at 432 Columbia Street, Cambridge, Middlesex County, Massachusetts (and sometimes known as and numbered 503 Windsor St.), hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Massachusetts General Laws, Chapter 183A, as amended, and proposes to create, and does hereby create, a condominium (the "Condominium") with respect said premises, to be governed by and subject to the provisions of said Chapter 183A, and to that end hereby declares and provides the following:

1. Name. The name of the Condominium shall be: 432 Columbia Street Condominium.
2. Description of Land. The premises which constitute the Condominium consist of the land, bounded and described as set forth on Exhibit A attached hereto and incorporated by reference herein (the "Land"), together with the buildings and improvements thereon, and to be constructed thereon, as shown on a Site Plan entitled "432 Columbia Street Condominium, Columbia Street, Windsor Street, Cambridge, Massachusetts" dated December 1, 1987, by Cullinan Engineering Co., Inc., to be recorded herewith. Said premises are conveyed subject to and with the benefit of all rights, easements, restrictions, appurtenances, agreements and reservations of record, insofar as the same are now in force and applicable and subject to and with the benefit of the rights and easements reserved by the Declarant in this Master Deed.
3. Description of Buildings. There are nine buildings located on the Land (the "Buildings"). The location of said Buildings and of the accessways, driveways, walks and parking areas is shown on the Site Plan hereinabove referred to. Each of the Buildings consists of two stories plus a basement. The principal construction of each Building and the number of units (or partial units) contained therein are as follows:

Building One is of light wood frame construction, the exterior walls of which have been resurfaced with stucco veneer. Building One contains portions of three units, being Units B1, 11 and 21.

Building Two is partly of wood frame construction, the exterior walls of which have been resurfaced with stucco veneer, and partly of masonry bearing wall construction. Building Two

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contains portions of three units, being Units B1 and the remainder of Units 11 and 21.

Building Three is partly of wood frame construction, the exterior wall of which has been resurfaced with stucco veneer, and partly of masonry bearing wall construction. Building Three contains Unit 21A and a portion of Unit B1.

Building Four is partly of wood frame construction, the exterior walls of which have been resurfaced with stucco veneer, and partly of masonry bearing wall construction. Building Four contains two units and a portion of a third, being Units 12 and 22 and a portion of Unit B1.

Building Five is mostly of masonry bearing wall construction and partly of heavy timber and partly wood frame construction. Building Five contains two units and a portion of a third, being Units 13 and 23 and a portion of Unit B1.

Building Six is mostly of masonry bearing wall construction and partly of heavy timber and partly wood frame construction. Building Six contains two units and a portion of a third, being Units 14 and 24 and a portion of Unit B1.

Building Seven is of concrete frame construction and contains four units and a portion of a fifth, being Units 15, 16, 25 and 26 and a portion of Unit B1.

Building Eight is partly of masonry bearing wall, partly of steel frame and partly of wood frame construction. Building Eight contains three units and a portion of a fourth, being Units 17, 27A and 27B and a portion of Unit B1.

Building Nine is partly of masonry bearing wall, partly of steel frame and partly of wood frame construction. Building Nine contains six units and a portion of a seventh, being Units 18A, 18B, 19, 28A, 28B and 29 and a portion of Unit B1.

The Buildings, as shown on the Site Plan, share certain common walls and are interconnected to form a single complex with each Building having direct or indirect interior access to the others.

4. Description of Units. The unit designation of each unit, and a statement of its location, approximate area, the immediate Common Area(s) to which it has access, and its proportionate interest in the Common Areas and Facilities of the Condominium are as set forth on Exhibit B attached hereto and incorporated by reference herein. The height of each of the units is shown on Exhibit C. The boundaries of each of the units with respect to the floors, ceilings, walls, doors, windows and skylights thereof, are as follows:

(a) Floors: The upper surface of the sub-flooring; with respect to the basement level, the plane of the upper surface of the poured concrete floor and/or wood floor.

(b) Ceilings: The plane of the lower surface of the ceiling joists or roof joists, including those units in which the ceiling joists are supported by cross beams.

(c) Interior Bearing Walls Between Units: The plane of the interior surface of the wall studs of non-masonry walls or, the surface of the masonry walls facing the interior of the unit. Any interior bearing walls, lintels or beams which form a part of any bearing wall, and any structural portion of the Buildings, including support columns, are not a part of any unit whether or not the same may be located wholly within any unit, but are a part of the Common Areas and Facilities, provided that the wall coverings of any interior bearing walls shall be a part of the unit which such coverings face.

(d) Exterior Building Walls, Doors, Windows and Skylights: As to exterior walls, the plane of the interior surface of the wall studs of non-masonry walls or the interior surface of masonry walls facing the interior of such unit; as to doors providing ingress and egress to a unit, the exterior surface thereof; and as to windows and skylights, the plane of the exterior surface of the window or skylight (or the exterior surface as to curved windows and skylights), provided that all window frames and hardware shall be a part of the unit in which the window is located.

(e) Utility Equipment and Lines: Utility equipment and supply lines (including without limitation, furnaces, air conditioning units, hot water heaters, electric and gas meters, pumps, plumbing and wiring, junction boxes and ducts or pipe chases) are part of the Common Areas and Facilities unless serving only a single unit, in which event such equipment and lines shall be a part of such unit. Heating, ventilating and air conditioning equipment and any wires, pipes or ducts appertaining thereto are expressly made a part of the unit served by such equipment.

5. Description of Common Areas and Facilities. The Common Areas and Facilities of the Condominium comprise and consist of: (i) the Land described in Paragraph 2 hereof, together with the benefits of and subject to the rights, easements and covenants described in Paragraph 2 and the rights and easements reserved to the Declarant as described in this Master Deed; (ii) those portions of the Buildings not included within any unit and the foundation and all structural portions of the Buildings, whether or not the same may be located in whole or in part within the boundary of any unit, including all structural columns, lintels, girders, beams, slabs, supports, and floor, ceiling and roof joists, roof rafters and roof trusses, and all structural members

appurtenant to such floor, ceiling and roof joists, roof rafters and roof trusses, the roof, all halls and stairs and stairways, building entrances and exits; (iii) all installations of any central services such as power, light, drains, hot and cold water, vents, heating and heating lines, but only if and to the extent that such installations serve the Common Areas and Facilities, or more than one unit; (iv) exterior lighting devices and wires and poles serving the same; (v) the lawns, plants, shrubs and landscaping, the drives, walks and roads located on the Land and any improvements thereon and thereof, including walls, fences and rails; (vi) the Parking Area and parking spaces located on the Land subject to the exclusive rights and easements appurtenant to individual units as set forth in Paragraph 10A hereof; and (vii) all other elements and features of the Condominium property, however designated or described, excepting only the units themselves as herein described, and all other items listed as common areas in Massachusetts General Laws, Chapter 183A.

Said Common Areas and Facilities shall be subject to the provisions of the By-Laws (the "By-Laws") of the 432 Columbia Street Condominium Trust (the "Trust"), as defined in Paragraph 12 hereof, and to all rules and regulations promulgated pursuant thereto (the "Rules and Regulations") with respect to the use and maintenance thereof. With respect to additional parking spaces not exclusively assigned to unit owners, the same shall be available for occasional use by all occupants of units, their tenants, and their guests, subject to and in accordance with said By-Laws and Rules and Regulations of the Trust. The use of any such exclusive parking space may be assigned by lease or otherwise, by the owner of the unit to which it is appurtenant to any other unit owner or occupant in the Condominium, but not to any other person. In addition to and not in limitation of the rights of unit owners as elsewhere herein set forth and as provided in said Chapter 183A, the owner or owners of each unit shall have, as appurtenant to such unit, the rights and easements, in common with the owner or owners of all other units and subject to like rights and easements appurtenant to such other units, to use the Common Areas and Facilities including, without limiting the generality thereof, all roads, ways, walks, paths, conduits, ducts, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however, to: (i) the exclusive rights and easements herein granted to particular units in certain facilities; (ii) the restrictions and other provisions herein set forth; and (iii) the Rules and Regulations promulgated by the Board of Trustees of the Trust (the "Trustees").

The Trustees shall have and are hereby granted, the right of access, at reasonable times and consistent with the comfort, convenience, and safety of unit owners, to such areas of each unit as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, repair and replacement of

Common Areas and Facilities, and correction, termination and removal of acts or things that interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said Chapter 183A of the General Laws. The Trustees shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants, and other landscaping comprised in the Common Areas and Facilities, and to make excavations for said purposes. No unit owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

6. Percentage Interests in Common Areas and Facilities. Each unit of the Condominium shall be entitled to an undivided interest in the Common Areas and Facilities in the percentage herein specified therefor as set forth in Exhibit B attached hereto and made a part hereof by reference. The determination of the percentage interest of the respective units in the Common Areas and Facilities has been made upon the basis of the approximate relation that the fair value of each unit on the date hereof (including in such value the value of any rights or easements appertaining exclusively to such unit) bears to the aggregate fair value of all the units in the Condominium on the date hereof.

7. Floor Plans. A set of the floor plans of the Buildings showing the layout, location, unit numbers, and dimensions of the units, stating the designation of each Building, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed in the Middlesex South District Registry of Deeds and in the Middlesex South Registry District of the Land Court. Said plans are captioned the "Cambridge Business Incubator Facility, 432 Columbia Street, Cambridge, Massachusetts", dated January 8, 1988, prepared by Stull and Lee, Inc. and a copy of such plans is attached hereto as Exhibit C.

8. Purpose. The Buildings and the units are intended to be used for commercial, office, research and development and light industrial use subject to the provisions of paragraph 9 hereof; provided that until all of the units have been sold by the Declarant, the Declarant may use any units owned by it as models or offices for the purpose of selling or leasing units or for construction or storage purposes insofar as permitted by applicable law and government regulations.

9. Restrictions on Use of Units. The units and the Common Areas and Facilities shall be subject to the following restrictions on use: (i) no unit shall be occupied for residential purposes nor for any other purpose not permitted

pursuant to paragraph 8; (ii) no unit shall be used or maintained in a manner inconsistent with the Trust, the By-Laws or the Rules and Regulations from time to time adopted pursuant thereto; (iii) no use involving the creation of loud noises shall be permitted; (iv) the architectural integrity of the Buildings shall be preserved without modification, and to that end, no awning, screen, antenna, sign, banner, decal or other device and no exterior change, addition, structure, projection, decoration or other feature shall be hereafter erected or placed upon or attached to any of the Buildings or the Common Areas and Facilities, or any unit or any part of either without the prior written consent of the Trustees, but this subparagraph (iv) shall not restrict the right of unit owners to decorate the interiors of their units as they may desire nor affect or restrict any rights granted to specific unit owners pursuant to this Master Deed; (v) the units and the Common Areas and Facilities shall be used only for purposes consistent with their design and so as to preserve the appearance and character of the Buildings without change; (vi) each unit shall be used only for such purposes and to such extent as will not overload the structure of the Buildings or the foundation, or unreasonably overload the capacity of any utility furnished to the Buildings including but not limited to water, sewer, electricity, gas and telephone; (vii) no use shall be made of any unit which might result in termination of, adversely affect the right of recovery under, or result in an increase in the insurance rate or premium with respect to the master policy or policies of insurance maintained by the Trustees of the Trust, unless, in the case of such premium increase, the unit owner responsible for such increase shall pay the same; (viii) no unit owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Buildings which might reasonably be anticipated to cause damage thereto, to spread odors, or to otherwise be offensive, and no unit owner shall use, store or discharge any hazardous wastes in, to or from any unit or common area; (ix) all data processing, computer, graphic art and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed in any unit shall be so designed, installed, maintained and used by the owner and occupant of such unit, at the expense of such owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors and other objectionable transmissions from such unit to any other area of the Buildings; (x) no unit shall be used in any manner which will interfere with the rights, privileges and conveniences of any other unit owner or which will conflict with any insurance policy covering the Buildings, nor shall any unit be used for any purpose prohibited by any law, rule, regulation or ordinance of any federal, state or local government authority having jurisdiction over the Condominium; (xi) units may be leased for use by other than the owners thereof provided the lease is in writing, such lease is specifically made subject to the provisions of this Master Deed, the Trust and By-

Laws and the Rules and Regulations issued thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder, the lessee executes a written agreement with the Trustees of the Trust under which he specifically agrees to observe and be bound by the same, and the lease has been approved in writing by a majority of the Trustees of the Trust, such approval to be limited to a determination that the lease is in compliance with the provisions of this Master Deed, the Trust and By-Laws and the Rules and Regulations issued thereunder; provided, that the approval of the Trustees shall not be required for any leases of units entered into by the Declarant as Lessor.

These restrictions shall be for the benefit of all unit owners and shall be administered on behalf of the unit owners by the Trustees of the Condominium Trust and shall be enforceable solely by said Trustees insofar as permitted by law, and insofar as permitted by law, shall be perpetual for so long as the Condominium exists; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of the provisions of this section except such as occur during his ownership. These restrictions may be implemented and further defined by Rules and Regulations promulgated by the Trustees of the Trust pursuant to the provisions thereof. These restrictions shall not restrict or impair the use of any unit, or portion of a unit, by any tenant in occupancy thereof pursuant to a lease entered into prior to the recording of this Master Deed, provided such use is permitted pursuant to the terms of such lease.

10. Appurtenances And Easements. The units shall have appurtenant thereto the exclusive rights and easements set forth in this paragraph, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Declaration of Trust and the By-Laws contained therein, and the Rules and Regulations promulgated pursuant thereto:

A. Parking Spaces. Each unit shall have an exclusive easement and right to use the one or more parking spaces designated as being exclusively allocated to such unit in the first deed conveying such unit to the Unit Owner, provided that any such parking space or spaces shall be maintained and repaired as necessary by the Trustees in accordance with the provisions of the Trust and the By-Laws. Notwithstanding the provisions of Section 28A of the By-Laws, the exclusive easement granted to any unit owner pursuant to this paragraph 10A may be conveyed or transferred, in whole or in part, to any other unit owner, provided that such easement shall become a right appurtenant to the unit of such unit owner and shall not be further transferred or conveyed except to another unit owner.

B. Skylights. Each of Units 21, 21A, 22, 23, 24, 25, 26, 27A, 27B, 28A, 28B and 29 shall have the exclusive right

appurtenant thereto to install one or more skylights within such unit subject to the provisions of Section 32 of the By-Laws and to that end the unit owners of each of said units shall have an easement for the construction and use thereof, provided that:

(i) no such skylight shall be constructed except in accordance with the provisions of Section 32 of the By-Laws;

(ii) any such skylight shall be constructed wholly within an area of the roof defined by the vertical planes of the interior surfaces of the walls defining the boundaries of the unit in which the skylight is to be installed;

(iii) no such skylight, as completed, shall impair the structural integrity of the Condominium or of the Building or Buildings in which such unit is located, nor unreasonably interfere with the use and enjoyment by any other unit owner of any of the Common Areas and Facilities (other than the Common Areas and Facilities directly affected by such construction and such interference as is reasonably necessary by reason of such construction activity); and

(iv) the unit owner of the unit within which any such skylight has been constructed shall have, from and after the completion of such construction, an exclusive easement to use and occupy any of the common area formerly contained within that portion of the roof through which such skylight has been constructed;

(v) such skylight shall be and become a part of the unit in which the same has been installed and shall not be or become a part of the Common Areas and Facilities and shall be maintained, repaired and insured at such owner's sole cost and expense;

(vi) such unit owner may be required to pay as a special assessment to the Trustees of the Trust any additional costs or expenses of maintaining the Common Areas and Facilities which may be incurred by reason of the construction or maintenance of such skylight.

C. Roofdecks. Each of Units 21, 26 and 27B shall have the exclusive right appurtenant thereto to construct a roof deck on the roof of the Building in which such unit is located, subject to the provisions of Section 32 of the By-Laws, and shall have an easement for the construction and use thereof; provided that:

(i) no such roofdeck shall be constructed except in accordance with the provisions of Section 32 of the By-Laws;

(ii) any such roofdeck shall be constructed wholly within an area of the roof defined by the vertical planes of the interior surfaces of the walls defining the boundaries of the

unit with respect to which such roofdeck is to be constructed, except to the extent permitted by Section 32 of the By-Laws;

(iii) no such roofdeck, as completed, shall impair the structural integrity of the Condominium or of the Building or Buildings in which such unit is located, nor unreasonably interfere with the use and enjoyment by any other unit owner of any of the Common Areas and Facilities (other than the Common Area and Facilities directly affected by such construction and such interference as is reasonably necessary by reason of such construction activity);

(iv) such roofdeck shall be and become part of the unit above which the same has been constructed, shall be maintained, repaired and insured at such owner's sole cost and expense, and shall not alter or be deemed to require the alteration of the respective percentages of undivided ownership of the Common Areas and Facilities appertaining to any unit as set forth in this Master Deed;

(v) such unit owner may be required to remove any roofdeck so constructed at any time if such removal is necessary for the proper maintenance, repair or restoration of any of the Common Areas and Facilities or of any structural elements of the Building or Buildings;

(vi) such unit owner may be required to pay as a special assessment to the Trustees of the Trust any additional costs or expenses of maintaining the Common Areas and Facilities which may be incurred by reason of the construction or maintenance of such roofdeck; and

(vii) upon completion of construction of such roofdeck the unit owner shall cause to be recorded, if the Trustees in their discretion deem such recording necessary and at the sole cost and expense of such unit owner, an Amendment to the Master Deed, signed and acknowledged by the unit owner who has constructed the roofdeck and by a majority of the Trustees then in office, as such Trustees and on behalf of all the other unit owners under the irrevocable power of attorney granted pursuant to paragraph 17 hereof, stating: (a) the location and approximate area of the roofdeck and designating such roofdeck as a part of the unit with respect to which the same has been constructed; (b) that the percentage interest in the Common Areas and Facilities of unit owners has not been altered or affected by the construction of such roofdeck; and (c) any other matter required to be stated in such Amendment to the Master Deed pursuant to the provisions of Chapter 183A. There shall be recorded contemporaneously with the recording of the Amendment to the Master Deed floor plans of the Building or Buildings in which such roofdeck is located showing the layout, location, unit number, and dimensions of the roofdeck, stating the designation of the Building or Buildings in which such roofdeck is located, and bearing the verified

statement of a registered architect or registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the roofdeck, as built, all in conformity with the provisions of Chapter 183A.

D. Penthouses. Each of Units 21, 26 and 27B shall have the right appurtenant thereto to construct a penthouse on the roof of the Building or Buildings in which such unit is located, subject to the provisions of Section 32 of the By-Laws, and shall have an easement for the construction and use thereof; provided that:

(i) no such penthouse shall be constructed except in accordance with the provisions of Section 32 of the By-Laws;

(ii) any such penthouse shall be constructed wholly within an area of the roof defined by the vertical planes of the interior surfaces of the walls defining the boundaries of the unit with respect to which such penthouse is to be constructed except to the extent permitted by Section 32 of the By-Laws;

(iii) no such penthouse, as completed, shall impair the structural integrity of the Condominium or of the Building or Buildings in which such unit is located, nor unreasonably interfere with the use and enjoyment by any other unit owner of any of the Common Areas and Facilities (other than the Common Areas and Facilities directly affected by such construction and such interference as is reasonably necessary by reason of such construction activity);

(iv) the unit owner of the unit above which any such penthouse has been constructed shall have, from and after the completion of such construction, an exclusive easement to use and occupy any of the common area formerly contained within that portion of the roof through which access to such penthouse has been constructed;

(v) such penthouse shall be and become part of the unit above which the same has been constructed and no part thereof shall be or become a part of the Common Areas and Facilities; such penthouse shall be maintained, repaired and insured at such owner's sole cost and expense, and shall not alter or be deemed to require the alteration of the respective percentages of undivided ownership of the Common Areas and Facilities appertaining to any unit as set forth in this Master Deed;

(vi) such unit owner may be required to pay as a special assessment to the Trustees of the Trust any additional costs or expenses of maintaining the Common Areas and Facilities which may be incurred by reason of the construction or maintenance of such penthouse; and

(vii) upon completion of construction of such penthouse the unit owner shall cause to be recorded, at his sole cost and

expense, an Amendment to the Master Deed, signed and acknowledged by the unit owner who has constructed the penthouse and by a majority of the Trustees then in office, as such Trustees and on behalf of all the other unit owners under the irrevocable power of attorney granted pursuant to paragraph 17 hereof, stating: (a) the location and approximate area of the penthouse and designating such penthouse as a part of the unit with respect to which the same has been constructed; (b) that the percentage interest in the Common Areas and Facilities of unit owners has not been altered or affected by the construction of such penthouse; and (c) any other matter required to be stated in such Amendment to the Master Deed pursuant to the provisions of Chapter 183A. There shall be recorded contemporaneously with the recording of the Amendment to the Master Deed floor plans of the Building or Buildings in which such penthouse is located showing the layout, location, unit number, and dimensions of the penthouse, stating the designation of the Building or Buildings in which such penthouse is located, and bearing the verified statement of a registered architect or registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the penthouse, as built, all in conformity with the provisions of Chapter 183A.

11. Amendment of Master Deed. This Master Deed may be amended by an instrument in writing (i) signed and acknowledged in proper form for recording by the owners of units entitled to not less than sixty-six and two-thirds (66-2/3%) percent of the undivided interest in the Common Areas and Facilities or (ii) signed and acknowledged in proper form for recording by a majority of the Trustees of the Trust as permitted pursuant to paragraph 17 of this Master Deed or Section 5 of the By-Laws (Condemnation) of the Trust and duly recorded in the Middlesex South District Registry of Deeds, provided, however, that:

1. The date on which any such instrument amending this Master Deed is first signed by a unit owner or Trustee, shall be indicated thereon as the date of such instrument and no such instrument shall be of any force or effect unless and until the same has been recorded in said Registry of Deeds within three (3) months after such date; and
2. Except as provided in paragraphs 14C and 17 hereof, no instrument or amendment which alters the percentage of undivided interest in and to the Common Areas and Facilities to which any unit is entitled shall be of any force and effect unless the same has been approved by all unit owners and until said instrument has been recorded as an Amendment to the Master Deed; and
3. No instrument of amendment which alters the dimensions of any unit or which affects the use of such unit, the

exclusive use by a unit owner of a Common Area reserved to a unit hereunder, or any rights granted to a unit owner pursuant to paragraphs 10B, 10C or 10D of this Master Deed shall be of any force or effect unless the same has been signed and acknowledged by the owner or owners of the unit so affected; and

4. No instrument of amendment which alters the rights of the Declarant of this Master Deed shall be of any force or effect unless the same has been signed and acknowledged by the Declarant;
5. No instrument of amendment which alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.

12. Condominium Unit Owners' Association. The Trust through which the unit owners will manage and regulate the Condominium hereby established is the 432 Columbia Street Condominium Trust under Declaration of Trust dated January 22, 1988 to be recorded herewith. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said 432 Columbia Street Condominium Trust, and that the beneficial interest of each unit owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the Common Areas and Facilities as established hereunder. The original and present Trustee of the 432 Columbia Street Condominium Trust is The Cambridge Enterprise Collaborative, Inc., having an address at 432 Columbia Street, Cambridge, Massachusetts

The Trustee has enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust.

13. Encroachments. If any portion of the Common Areas and Facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the Common Areas and Facilities, or if any such encroachments shall occur at any time or from time to time hereafter as a result of: (i) settling of any of the Buildings; (ii) condemnation or eminent domain proceedings; (iii) alteration or repair of the Common Areas and Facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust; or (iv) the repair or restoration of any of the Buildings or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Buildings stand.

14. Subdivision of Units; Connection of Units.

A. Subdivision of Units. Any of the unit owners may subdivide, without the consent of any other unit owner, any unit(s) which he owns into two or more units provided that such unit owner causes to be recorded, at his expense, an amendment to the Master Deed effecting such subdivision as provided in paragraph 14C hereof, and provided further that: (i) no unit so created shall contain an area of less than 1300 square feet measured from the interior surface of the demising walls defining such unit; (ii) no percentage interest of any other unit in the Common Areas and Facilities shall be altered by reason of such subdivision; (iii) the percentage interest of the units created by such subdivision in the Common Areas and Facilities shall be in accordance with the provisions of said Chapter 183A, and the percentage interest of the unit(s) from which they were created shall be distributed among the units so created in fair and equitable proportions; (iv) the total of the percentage interests of the newly created units in the Common Areas and Facilities shall equal the percentage interest of the original unit in the Common Areas and Facilities; (v) the unit owner of the unit to be subdivided, shall alter, at its expense, any Common Areas and Facilities that require such alteration or create such Common Areas and Facilities as are necessary to provide access and utility service to and from such units in conformity with the provisions of this Master Deed, the Trust and By-Laws and all building codes, rules and regulations of any state, municipality or governmental body having authority with respect thereto and/or as may reasonably be requested by the Trustees; (vi) the creation of such units shall not create any right to increased parking spaces; (vii) all construction with respect to such subdivision shall be performed pursuant to and in accordance with the provisions of Section 32 of the By-Laws; and (viii) such unit owner shall have obtained the consent of a majority of the Trustees of the Condominium Trust as provided in Section 32 of the By-Laws. Each unit owner shall have an easement for such construction as is necessary for the subdivision of a unit, subject always to the consent of the Trustees and the other provisions and requirements of Section 32 of the By-Laws.

In the event that any unit owner who has been granted the right appurtenant to construct a roofdeck or penthouse with respect to such owner's unit pursuant to paragraphs 10C and 10D hereof shall subdivide such unit the following provisions shall apply:

(i) such unit owner shall allocate the right appurtenant to construct the roofdeck or penthouse, as the case may be, to one and only one of the newly created units;

(ii) if at the time of such subdivision, a roofdeck or penthouse shall have been constructed, such roofdeck or penthouse

shall not be subdivided from the unit but shall be allocated, in its entirety, to one and only one of the newly created units; and

(iii) if at the time of such subdivision a roofdeck or penthouse shall have been constructed, the floor area of such roofdeck or penthouse shall be excluded for purposes of computing the minimum floor area requirements of the newly created units.

B. Connection of Units. Units which adjoin one another either vertically or horizontally, whether or not the same are in common ownership, may be connected for the purposes of single occupancy without the consent of any unit owners other than those whose units are affected; provided that (i) all construction with respect to such connection shall be performed in accordance with the provisions of Section 32 of the By-Laws at the sole expense of such owner or owners; (ii) no units may be connected pursuant to this paragraph if the proposed connection would require the removal in whole or in part, of any wall or floor separating any of such units from a common hallway, accessway or entryway; (iii) the unit owner or owners shall have obtained the consent of a majority of the Trustees as provided in Section 32 of the By-Laws; (iv) if the units to be so connected are in separate ownership, each of the unit owners shall have the absolute right, at any time, subject only to the approval of the Trustees, to restore to their original condition any common walls, floors or ceilings removed in order to effect such connection; (v) prior to the conveyance of any of the units connected pursuant to this paragraph, the owner of the unit or units to be conveyed shall have either restored to their original condition any common walls, floors or ceilings removed in order to effect such connection or shall have delivered to the Trustees the acknowledgement of the purchaser of any such unit that he is accepting such unit in its then condition subject to the rights and obligations set forth in this paragraph; and (vi) the connection of any units pursuant to the provisions of this paragraph shall not be deemed to merge the ownership thereof nor to otherwise affect the separate legal existence of such units.

The owner or owners of any units which may be connected pursuant to this paragraph shall, upon the approval of the Trustees of the plans for such connection, have an exclusive easement in any common area located within or between any portions of demising walls, ceilings or floors to be removed in order to effect the connection both for the purpose of construction and for the purpose of occupancy of the units following connection; provided, however, that such easement shall automatically terminate, unless extended in writing by the Trustees, if: (i) the construction contemplated by such plans is not commenced within sixty (60) days of the date on which the Trustees approved such connection; (ii) the construction contemplated by such plans has not been completed in accordance therewith within one hundred twenty (120) days of the date on which the Trustees approved such connection; or (iii) the

portions of the demising walls, floor or ceilings removed to effect such connection have been restored to their original condition.

C. Amendment of the Master Deed With Respect to Subdivision. Any subdivision of a unit permitted pursuant to paragraph 14A hereof shall be effective upon the recording of the Amendment to the Master Deed in the Registry of Deeds, signed and acknowledged by a majority of the Trustees then in office, as such Trustee and on behalf of the unit owners other than the unit owner whose unit has been subdivided under the irrevocable power of attorney granted pursuant to paragraph 17 hereof and by the unit owner whose unit has been subdivided, stating: (i) the designation of each of the newly created units and of the former unit, the location and approximate area of each newly created unit; (ii) the percentage interest of each of the newly created units and of the former unit in the Common Areas and Facilities; (iii) the Common Areas and Facilities to which each of the newly created units has immediate access; (iv) any alterations or additions to the Common Areas and Facilities effected by such subdivision; (v) the allocation among the newly created units of any exclusive rights appurtenant (including the use of parking spaces) to the former unit; (vi) that such amendment is being effected pursuant to the provisions of this paragraph 14C; (vii) that the percentage interest in the Common Areas and Facilities of unit owners whose are not being divided is unaffected thereby; and (viii) any other matter required to be stated in such Amendment to the Master Deed pursuant to the provisions of Chapter 183A. There shall be recorded contemporaneously with the recording of the Amendment to the Master Deed floor plans of the Building or Buildings in which such newly created units are located showing the layout, location, unit numbers, and dimensions of the units, stating the designation of the Building or Buildings in which such units are located, and bearing the verified statement of a registered architect or registered professional engineer certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the unit or units, as built, all in conformity with the provisions of Chapter 183A.

15. Applicability of Chapter 183A. The units and the Common Areas and Facilities, and the unit owners and Trustees of the Trust, shall have the benefit of and be subject to the provisions of Chapter 183A of the Massachusetts General Laws, and in all respects not specified in this Master Deed or in the Trust and the By-Laws set forth therein, shall be governed by the provisions of said Chapter 183A in their relation to each other and to the Condominium established hereby, including without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvements and rebuilding of Common Areas and Facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A. All present and future owners, tenants,

and occupants of units shall be subject to, and shall comply with, and shall cause their visitors, business invitees, agents, servants, employees to comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record as set forth on Exhibit A of this Master Deed insofar as the same are now, or in the future, in force and applicable, and all building and zoning laws, insofar as the same are now, or in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the By-Laws and Rules and Regulations of the Condominium Trust as the same may be from time to time amended, and that the said rights, easements, agreements and restrictions of record are accepted and ratified by such owner, tenant, and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement thereof. In furtherance of the foregoing and not in limitation thereof, the Trustees of the Trust shall have the power and right to terminate any lease or occupancy arrangement and to bring summary proceedings to evict any tenant or occupant in the name of the owner of the subject unit, in the event of default by a tenant or occupant in the performance of any of the terms of the Master Deed, the Trust, the By-Laws or rules and regulations adopted thereunder or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

16. Declarant's Reservation of Rights; Assignment of Declarant's Rights. In addition to all other rights of Declarant hereunder, Declarant reserves unto himself, his agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns the right and easement to use, occupy, and alter, for construction purposes only, the Land described in paragraph 2 for all purposes necessary or desirable in order to complete any construction of the Condominium units thereon and the Common Areas and Facilities therefor and the right to grant easements across said Land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors (as Declarant and assigns, but only by express written instrument making reference to this provision) the following rights to be in full force and effect until the last of the Condominium units (other than Unit B-1) is conveyed

of record by the Declarant, the exercise of such rights to be at Declarant's sole expense, risk and liability and not as a common area expense: the right of access, ingress and egress, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by Declarant, over and upon the Land described in paragraph 2 hereof and the Common Areas and Facilities; the right to lay, maintain, repair and replace, construct, and install all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium units and the Common Areas and Facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewage disposal systems to serve any or all of the Condominium units and the Common Areas and Facilities; the right to store construction materials, equipment, and supplies in those portions of the Common Areas and Facilities not subject to rights of exclusive use appurtenant to any unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by unit owners of Common Areas and Facilities to facilitate construction or for purposes of safety (provided no unit owner shall be denied at least one means of access to his unit during such periods of restriction); the right to leave debris resulting from construction in the Common Areas and Facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; the right to interrupt for brief intervals of time, water, electric, and other utilities necessary to facilitate construction or the installation of appliances or fixtures in the units or Common Areas and Facilities under construction; the right to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to complete all of the Condominium units and the Common Areas and Facilities, all without undue noise or disturbance to the unit owners or unit occupants. Such construction shall not unreasonably interfere with the use or enjoyment by other Unit Owners of any of the Common Areas and Facilities or of their Units and such construction shall be conducted in a manner calculated to keep any such interference at a minimum level.

The Declarant, by deed or separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the By-Laws at any time, and from time to time, to any person, trust, firm or entity as may be determined by Declarant.

17. Irrevocable Power of Attorney. Each unit owner, by his acceptance and recording of a unit deed with respect to a unit created by this Master Deed, for himself and his heirs, successors and assigns, expressly acknowledges and agrees that

the Trustee of the Trust or a majority of Trustees of the Trust (if there be more than one such Trustee) from time to time in office shall have the right to amend this Master Deed from time to time for the purposes set forth in and in accordance with the provisions of paragraphs 10C, 10D and 14C of this Master Deed; and to that end by such unit owner's acceptance and recording of a unit deed irrevocably constitutes and appoints such Trustee or Trustees as such owner's true and lawful attorney, coupled with an interest, in the name and stead and on behalf of such unit owner to execute, acknowledge, deliver, register and record any such amendments to the Master Deed permitted to be executed, acknowledged, delivered, registered and recorded by such Trustee or Trustees pursuant to the provisions of paragraphs 10C, 10D and 14C of this Master Deed.

18. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

19. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

21. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

22. Liability. The obligations of the Declarant of this Master Deed and its successors and assigns, and successors in title, shall be limited to the interest of the Declarant in the real estate herein described, and neither the Declarant nor its successors and assigns or successors in title, shall be liable with respect to any of the covenants, agreements or obligations herein contained except only to the extent of the interest of the Declarant in the above described real estate.

EXECUTED as an instrument under seal at Cambridge, Middlesex County, Massachusetts this 12th day of January, 1988

Signed and sealed in the presence of:

The Cambridge Enterprise Collaborative, Inc.

[Signature]
Witness

By [Signature]
Marvin E. Gilmore, Jr.
President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

January 12, 1988

Then personally appeared the above named Marvin E. Gilmore, Jr. President of The Cambridge Enterprise Collaborative Inc., and acknowledged the foregoing instrument to be the free act and deed of The Cambridge Enterprise Collaborative, Inc., before me,

[Signature]
Notary Public
My commission expires:
May 26, 1989

432 COLUMBIA STREET CONDOMINIUM
CAMBRIDGE, MASSACHUSETTS

EXHIBIT A

(NOTE: References to the "Trustees" mean the Trustees of Hyde Realty Trust, and references to "Hyde Athletic" mean Hyde Athletic Industries, Inc.)

Those certain parcels of adjoining land in Cambridge and Somerville, Massachusetts (one of which is registered land), with the buildings and improvements thereon, respectively bounded and described as follows:

FIRST PARCEL (Registered Land in said Cambridge)

NORTHWESTERLY	by the southeasterly line of Columbia Street, one hundred eighty-two (182) feet and by Columbia Street fifty (50) feet;
NORTHEASTERLY	by land now or formerly of Louis E. Cook, et al., one hundred three and 56/100 (103.56) feet;
SOUTHEASTERLY	one hundred sixteen and 85/100 (116.85) feet, and
NORTHERLY	one hundred twenty five and 73/100 (125.73) feet by land now or formerly of Samuel Sugarman, et al.;
SOUTHEASTERLY	by Windsor Street, one hundred seventy-seven and 87/100 (177.87) feet;
SOUTHERLY	eighty-five (85) feet, and
SOUTHEASTERLY	thirty-seven (37) feet by land now or formerly of Sarah Andelman;
SOUTHERLY	by land now of formerly of Louis Promboin, et al., sixty-five and 70/100 (65.70) feet;
NORTHWESTERLY	twenty-eight and 53/100 (28.53) feet, and
SOUTHWESTERLY	twenty-five and 36/100 (25.36) feet by land now or formerly of Morris Stern, et al., Trustees;

NORTHWESTERLY

by lands now or formerly of Harry Ackerman, et al., and of William F. McKeown, sixty-five and 01/10 (65.01) feet; and

SOUTHWESTERLY

by said McKeown land, eighty-seven and 08/100 (87.08) feet.

Said premises are shown as Lots A, B, C, D, E, and F on Land Court Plan 10084A. For Grantor's Title to said FIRST PARCEL, see Certificate of Title No. 173967 filed with Middlesex (South District) Registry of the Land Court, Land Registration Book 1000, Page 17, and deed of the Trustees and Hyde Athletic dated May 28, 1985 and recorded with Middlesex (South District) Registry of Deeds at Book 16262, Page 203.

Said FIRST PARCEL is subject to rights of way, if any, in those strips marked "Way" on said Land Court Plan 10084A.

SECOND PARCEL (Unregistered Land in said Cambridge on Columbia Street)

Beginning at a point in the southeasterly line of Columbia Street which is thirty-three feet and four inches northerly from the northwesterly corner of lot No. 2 on a plan of lots drawn by W. A. Mason for Ira Ward, recorded with Middlesex South Deeds, Book of Plans 2A, as Plan 30, thence running Easterly or Southeasterly by a line parallel to and thirty-three feet and four inches distant northerly from the northerly line of said lot No. 2 along land formerly of Mooney (being the THIRD PARCEL below described) eighty-seven feet and seven inches to land formerly of V. R. Chamberlin (being the FIRST PARCEL above described); thence turning and running northerly or northwesterly along land formerly of said Chamberlin thirty-six feet and eight inches to other land formerly of said Chamberlin; thence turning and running westerly or Northwesterly along land formerly of said Chamberlin eighty-seven feet and one inch to the said line of Columbia Street; thence turning and running Southerly or Southeasterly along said line of Columbia Street thirty-six feet and eight inches to the point of beginning: containing 3198 square feet.

THIRD PARCEL (Unregistered Land on Columbia Street in said Cambridge)

That certain parcel of land in said Cambridge comprising the southwesterly portion of Lot No. 3 on said plan by W. A. Mason, described as follows:

NORTHWESTERLY

by Columbia Street, 33 feet, 4 inches;

NORTHEASTERLY	by the remaining portion of said Lot No. 3, 87 feet, 7 inches;
SOUTHEASTERLY	by the FIRST PARCEL above described, 33 feet, 4 inches; and
SOUTHWESTERLY	by Lot No. 2 on said plan by W. A. Mason, 88 feet, 3 inches.

Containing 2930 square feet, more or less.

FOURTH PARCEL (Unregistered Land in said Cambridge)

That certain parcel of land in said Cambridge described in the deed from the City of Cambridge to the Trustees' predecessors in trust dated October 15, 1951, recorded with said Deeds, Book 7818, Page 118, and in the deed of the Trustees and Hyde Athletic dated May 28, 1985 and recorded with said Deeds at Book 16262, Page 203.

FIFTH PARCEL (Unregistered Land on Windsor Street in said Cambridge)

That certain parcel of land in said Cambridge bounded and described as follows:

Beginning at a point on the Westerly side of Windsor Street at land now or late of D. Kelley, thence running Northerly on said Windsor Street, thirty-seven (37) feet;

Thence running Westerly on a line parallel with Cambridge Street (said line being along the FIRST PARCEL, above described), eighty-five (85) feet;

Thence running Southerly on a line parallel with Windsor Street (said line being also along said FIRST PARCEL), thirty-seven (37) feet to land now or late of said Kelley;

Thence running Easterly on land of said Kelley, eighty-five (85) feet to the point of beginning.

SIXTH PARCEL (Unregistered Land on Columbia Street in said Cambridge)

That certain parcel of land on Columbia Street in said Cambridge shown as Lot A on a plan entitled "Subdivision of Land in Cambridge, Mass." by Edward F. Carney, Registered Surveyor, dated August 12, 1957, recorded with said Deeds as Plan No. 1525 of 1957, more particularly bounded and described as follows:

NORTHWESTERLY	by Columbia Street, ninety-three (93) feet;
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NORTHEASTERLY	by land formerly of Heffernan and by
---------------	--------------------------------------

Lot 6 on H. S. Adams's plan of land in Cambridge, recorded with said Deeds in Book of Plans 206, as Plan 38, one hundred twelve and 50/100 (112.50) feet (said land formerly of Heffernan and said Lot 6 being the THIRD and FOURTH parcels above referred to);

SOUTHEASTERLY

by said Lot 6 on said Adams's plan (being said FOURTH PARCEL) and by land now or formerly of White, sixty-seven (67) feet; and

SOUTHWESTERLY

by Lot B on said August 12, 1957 plan, one hundred fifteen and 47/100 (115.47) feet, more or less.

SEVENTH PARCEL (Unregistered Land on Columbia Street in said Cambridge)

A certain parcel of land in said Cambridge bounded and described as follows:

Westerly by Columbia Street 39.70 feet, thence running easterly by land now or formerly of the heirs of Thomas Corrigan 108.70 feet to land late of the Boynton Packing Company (being the EIGHT PARCEL below described), thence turning and running southerly by land late of said company (being said EIGHTH PARCEL) 64.17 feet to land formerly of Paul D. Short (being the FIRST PARCEL above described), thence turning and running westerly by said land formerly of Short (being said FIRST PARCEL) 101.60 feet to the point of beginning.

EIGHTH PARCEL (Unregistered Land in said Cambridge and in Somerville, Massachusetts)

Two certain lots of land, one of which lots lies in said Cambridge, and one of which lots lies partly in said Cambridge and partly in Somerville, Massachusetts, and which lots are respectively bounded and described as follows:

Lot 1 in Cambridge:

Beginning at a point on the

NORTHWESTERLY

line of Windsor Street, three hundred fourteen and 92/100 (314.92) feet in a Northeasterly direction from Cambridge Street; thence running in a

NORTHWESTERLY direction by land formerly of Joseph Sidel (being the FIRST PARCEL above described), one hundred twenty-five and 73/100 (125.73) feet to a point; thence turning and running in a

NORTHEASTERLY direction by two lines of sixty-nine and 68/100 (69.68) feet and forty-seven and 81/100 (47.81) feet, respectively, by land formerly of Conlan (being said FIRST PARCEL above described) to a point; thence turning and running in a

NORTHWESTERLY direction one and 58/10 (1.58) feet by land formerly of Conlan (being said FIRST PARCEL) to a point; thence turning and running in a

NORTHEASTERLY direction fourteen and 57/100 (14.57) feet by land formerly of Conlan (being the SEVENTH PARCEL above described) to a point; thence turning and running in a

SOUTHEASTERLY direction ninety-eight and 12/100 (98.12) feet by the Southwesterly boundary of Lot 2 hereinbelow described to a point on Windsor Street; thence turning and running in a

SOUTHWESTERLY direction one hundred twenty-eight and 56/100 (128.56) feet by Windsor Street to the point of beginning.

Being the same premises shown as Parcel N on a plan recorded with said Deeds, Plan Book 194, Plan 35, entitled "Plan of an estate situated in Cambridge and Somerville owned by Middlesex Paper Co." dated April 1905 and corrected to December 19, 1910.

Containing about thirteen thousand seven hundred (13,700) square feet, more or less.

Lot 2 partly in Cambridge and partly in Somerville:

Beginning at the

NORTHEASTERLY corner of Lot 1 hereinabove described at a point on Windsor Street; thence turning and running in a

NORTHWESTERLY	direction, ninety-eight and 12/100 (98.12) feet by the Northeasterly boundary of said Lot 1 to a point; thence turning and running in a
NORTHEASTERLY	direction, sixty-one and 75/100 (61.75) feet by land formerly of Conlan (being said SEVENTH PARCEL) to the boundary line between Cambridge and Somerville; thence continuing in the same line twenty-nine (29) feet to a point; thence turning and running in a
NORTHEASTERLY	direction, but more northerly than the last-mentioned direction, eleven and 85/100 (11.85) feet by land now or formerly of Conlan to a point; thence turning and running in a Southeasterly direction eighty-three and 23/100 (83.23) feet by land of owners unknown to a point on Windsor Street; thence turning and running in a
SOUTHWESTERLY	direction to the aforementioned boundary line between Cambridge and Somerville forty (40) feet by Windsor Street to a point; thence continuing in the same line sixty (60) feet to the point of beginning.

Being the same premises shown on said April 1905 plan as land of "Whipple & Co.".

Containing approximately eight thousand eight hundred sixty-two (8862) square feet, more or less.

However otherwise said Lots 1 and 2 may be respectively bounded and described, and be any or all of said measurements more or less.

For Grantor's Title to said SECOND through EIGHTH PARCELS, see deed dated May 28, 1985 and recorded with said Deeds at Book 16262, Page 203.

The PARCELS described in this Exhibit A also include all right, title, and interest of the Mortgagor in any strips or gores of land adjoining any of the above described PARCELS FIRST to EIGHTH, inclusive (or any portion of any of said PARCELS), and are with the benefit of an easement granted by the City of Cambridge to Grantor recorded with said Deeds at Book 18589, Page

B ! 8 8 3 7 P I 4 7

423. Said PARCELS are subject to an easement granted by Grantor to Cambridge Electric Light Company registered with said Land Court on August 19, 1987 as Documents No. 753192.

(Here ends Exhibit A)

432 COLUMBIA STREET CONDOMINIUM
CAMBRIDGE, MASSACHUSETTSEXHIBIT B

<u>Unit#</u>	<u>Location</u>	<u>Approx. Area</u>	<u>Immediate Common Areas to which Unit Has Access</u>	<u>Proportionate Interest In Common Areas</u>
B1	Basement Bldgs. 1-9	32,201	Core, exterior stairs	16.56%
11	First Floor Bldg. 1-2	5,411	Core, stairs	6.54%
12	First Floor Bldg. 4	2,960	Core, exterior stairs	3.59%
13	First Floor Bldg. 5	2,684	Halls, exterior stairs	3.25%
14	First Floor Bldg. 6	2,163	Core	2.62%
15	First Floor Bldg. 7 (west)	5,028	Halls	6.09%
16	First Floor Bldg. 7 (east)	4,870	Exterior stairs	5.90%
17	First Floor Bldg. 8	5,341	Core, halls, exterior stairs	6.46%
18A	First Floor Bldg. 8 (west)	2,290	Core, halls	2.77%
18B	First Floor Bldg. 8 (central)	1,507	Halls	1.83%
19	First Floor Bldg. 8 (east)	1,539	Halls	1.86%
21	Second Floor Bldg. 1-2	5,035	Core, stairs	6.10%

<u>Unit#</u>	<u>Location</u>	<u>Approx. Area</u>	<u>Immediate Common Areas to which Unit Has Access</u>	<u>Proportionate Interest In Common Areas</u>
21A	Second Floor Bldg. 3	1,376	Core	1.67%
22	Second Floor Bldg. 4	2,824	Core, exterior stairs	3.42%
23	Second Floor Bldg. 5	2,682	Exterior stairs	3.25%
24	Second Floor Bldg. 6	2,490	Core	3.02%
25	Second Floor Bldg. 7 (west)	5,311	Halls, exterior stairs	6.43%
26	Second Floor Bldg. 7 (east)	5,043	Exterior stairs	6.11%
27A	Second Floor Bldg. 8 (west)	1,731	Core, halls	2.10%
27B	Second Floor Bldg. 8 (east)	2,989	Halls, exterior stairs	3.62%
28A	Second Floor Bldg. 8 (west)	2,403	Core, halls	2.91%
28B	Second Floor Bldg. 8 (central)	1,519	Halls	1.84%
29	Second Floor Bldg. 8 (east)	1,702	Halls	2.06%

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432 COLUMBIA STREET CONDOMINIUM
CAMBRIDGE, MASSACHUSETTS

EXHIBIT C

[Floor Plans]

1. Verify existing and new floor
 elevations in the building and
 at the location of new
 construction.

2. Verify existing and new floor
 elevations in the building and
 at the location of new
 construction.

3. Verify existing and new floor
 elevations in the building and
 at the location of new
 construction.

4. Verify existing and new floor
 elevations in the building and
 at the location of new
 construction.

5. Verify existing and new floor
 elevations in the building and
 at the location of new
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6. Verify existing and new floor
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9. Verify existing and new floor
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 at the location of new
 construction.

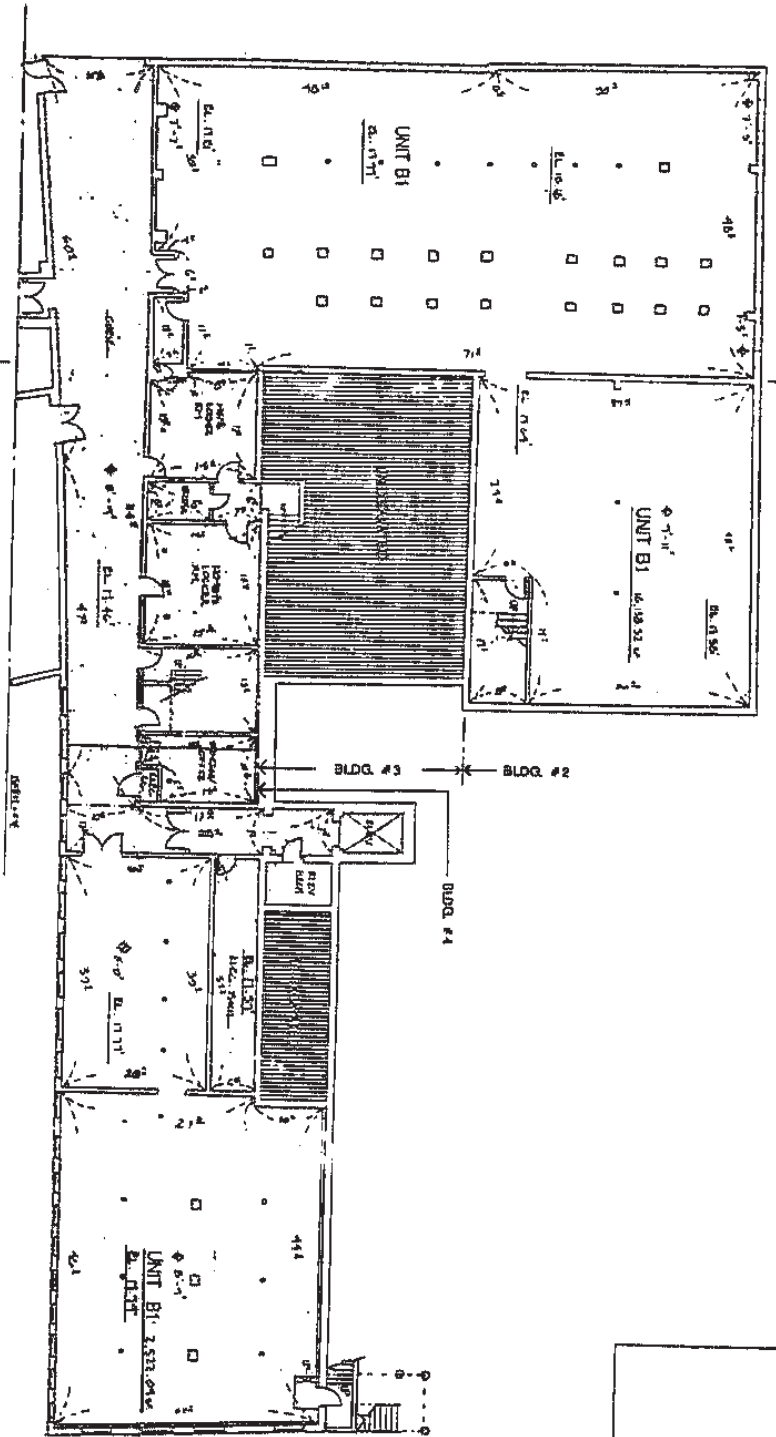
10. Verify existing and new floor
 elevations in the building and
 at the location of new
 construction.

BLDG. #1

BLDG. #2

BLDG. #3

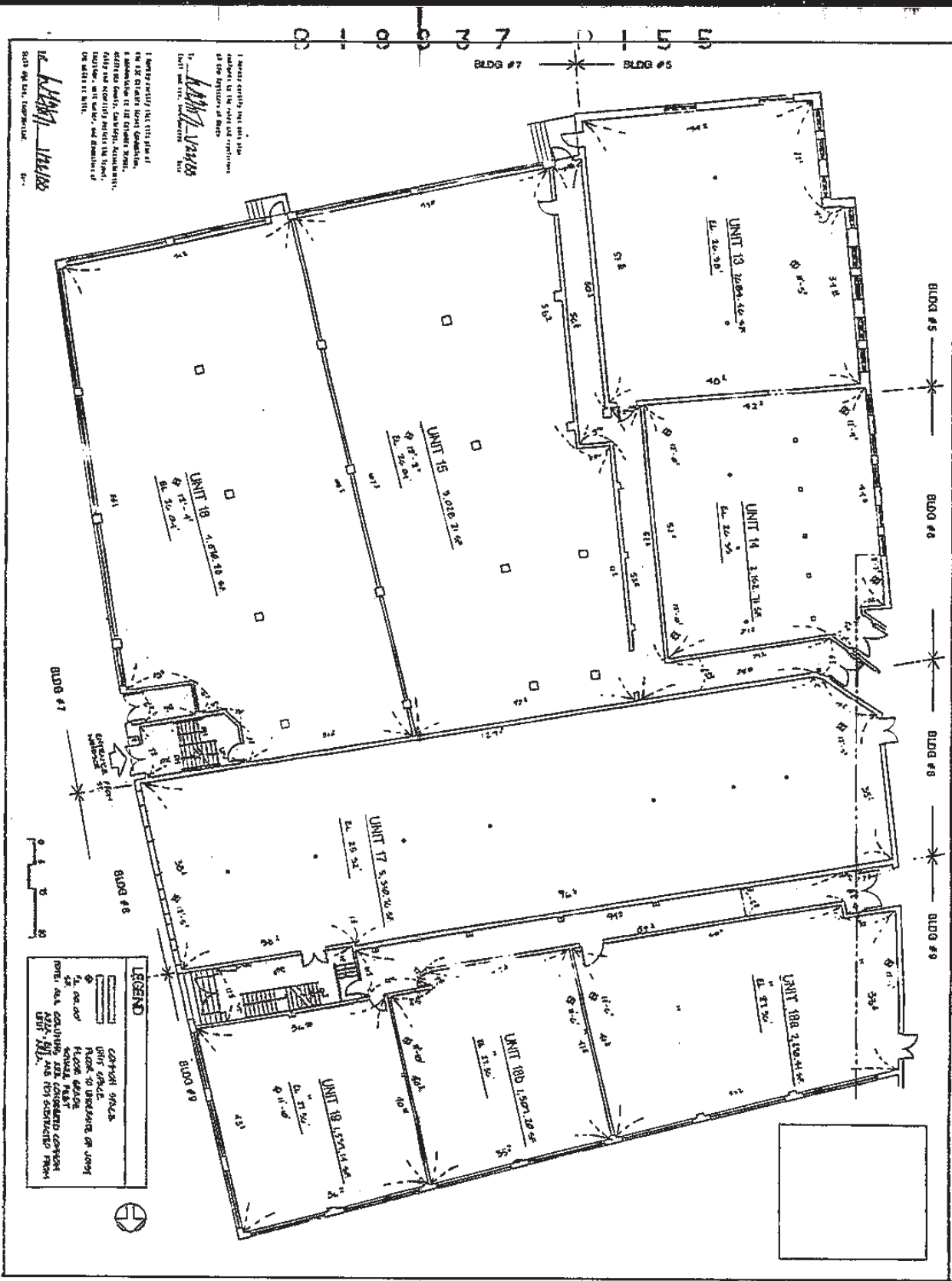
BLDG. #4



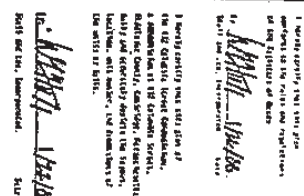
LEGEND	
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	604-002 6 D.C.S.
	604-003 6 D.C.S.
	604-004 6 D.C.S.
	604-005 6 D.C.S.
	604-006 6 D.C.S.
	604-007 6 D.C.S.
	604-008 6 D.C.S.
	604-009 6 D.C.S.
	604-010 6 D.C.S.

STILL AND LEE INC. ASSOCIATES 100 KENNESAW STREET BOSTON, MA 02111 (617) 552-1000		
DATE: _____ DRAWN BY: _____ CHECK BY: _____	CAMBRIDGE BUSINESS INCUBATOR FACILITY 432 COLUMBIA STREET CAMBRIDGE, MA 02139	
CAMBRIDGE BUSINESS INCUBATOR FACILITY 432 COLUMBIA STREET CAMBRIDGE, MA 02139		

**CAMBRIDGE BUSINESS
INCUBATOR FACILITY**
432 COLUMBIA STREET
CAMBRIDGE, MA. 02139

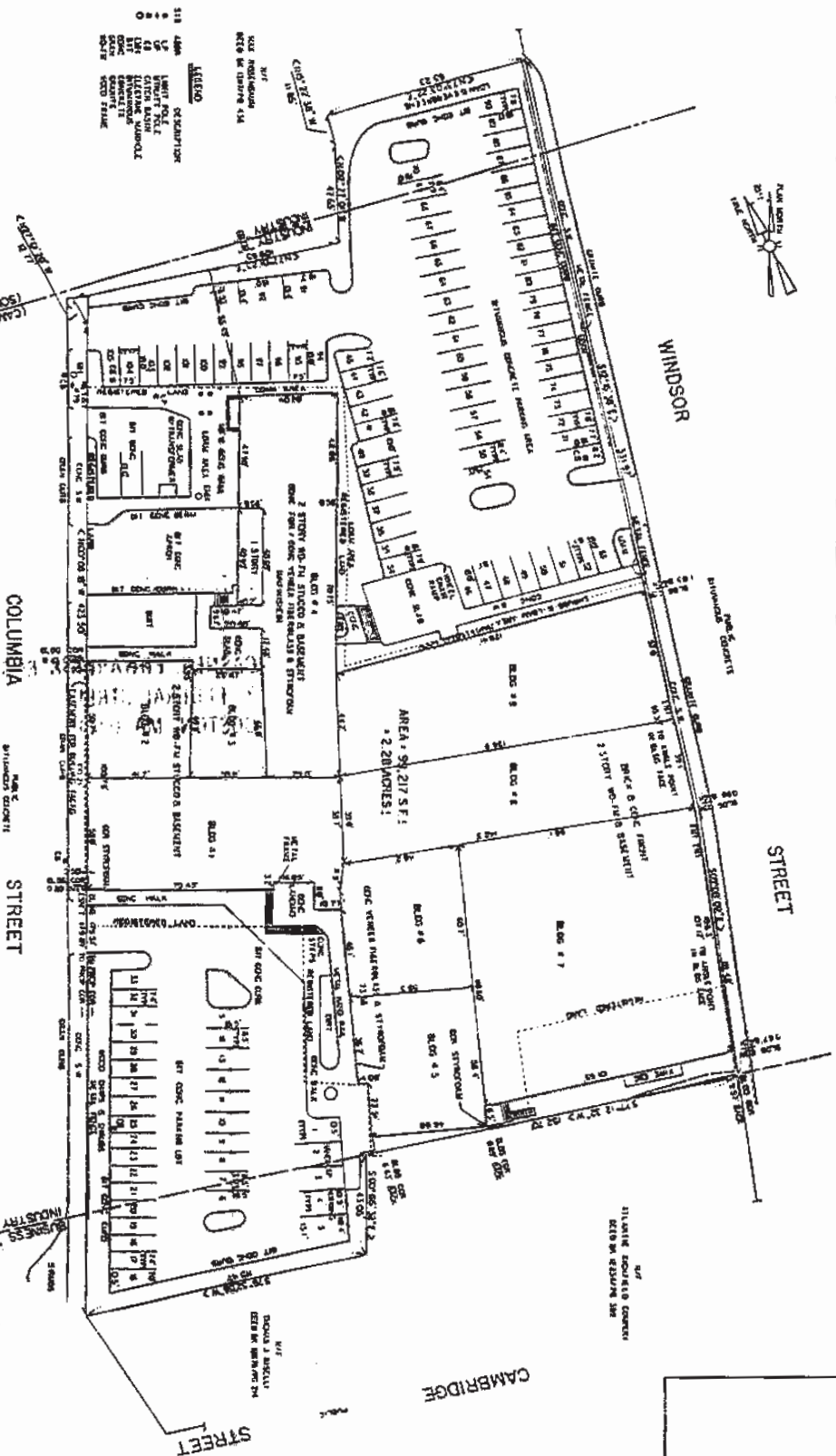


STILL AND LEE, INC. ARCHITECTS 100 NORTH ST. CAMBRIDGE, MA 02142 (617) 452-1000		CAMBRIDGE BUSINESS INCUBATOR FACILITY 433 COLUMBIA STREET CAMBRIDGE, MA 02139		NO. DESCRIPTION DATE REVISION		DRAWN BY DATE		CHECK BY DATE	
WEST MAPS (PLAN 501) CAMBRIDGE 100 N. 10th St. CAMBRIDGE, MA 02142 (617) 452-1000		CAMBRIDGE BUSINESS INCUBATOR FACILITY 433 COLUMBIA STREET CAMBRIDGE, MA 02139		NO. DESCRIPTION DATE REVISION		DRAWN BY DATE		CHECK BY DATE	

[illegible]

Richard D. Phillips, Inc.
 Architectural and Engineering
 1000 Cambridge Street
 Cambridge, Massachusetts 02142

1. SCALE: 1/4" = 1'-0" (SEE NOTE 1)
 2. THIS PLAN IS A REVISION OF THE 1/4" = 1'-0" PLAN OF THE 432 COLUMBIA STREET CONDOMINIUM, CAMBRIDGE, MASSACHUSETTS, DATED 10/1/83.
 3. THIS PLAN IS A REVISION OF THE 1/4" = 1'-0" PLAN OF THE 432 COLUMBIA STREET CONDOMINIUM, CAMBRIDGE, MASSACHUSETTS, DATED 10/1/83.
 4. THIS PLAN IS A REVISION OF THE 1/4" = 1'-0" PLAN OF THE 432 COLUMBIA STREET CONDOMINIUM, CAMBRIDGE, MASSACHUSETTS, DATED 10/1/83.
 5. THIS PLAN IS A REVISION OF THE 1/4" = 1'-0" PLAN OF THE 432 COLUMBIA STREET CONDOMINIUM, CAMBRIDGE, MASSACHUSETTS, DATED 10/1/83.



Richard D. Phillips, Inc.
 ARCHITECTURAL AND ENGINEERING
 1000 CAMBRIDGE STREET
 CAMBRIDGE, MASSACHUSETTS 02142
 TEL: 857-1234
 FAX: 857-5678

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/1/83	PRELIMINARY PLAN	RDP	MDP
2	11/1/83	FINAL PLAN	RDP	MDP
3	12/1/83	REVISION	RDP	MDP
4	1/1/84	REVISION	RDP	MDP
5	2/1/84	REVISION	RDP	MDP
6	3/1/84	REVISION	RDP	MDP
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432 COLUMBIA STREET CONDOMINIUM
 COLUMBIA STREET, WINDSOR STREET
 CAMBRIDGE, MASSACHUSETTS

DETAILS REPORT****Note:** report is Sorted in Ascending Order by Recorded Date, Document Number

Doc#	Document Type	Town	Book/Page	File Date	Consideration
705	AMENDMENT		31369/323	05/02/2000	
Street		Street Name		Description	
				18837-122 SEE PLAN 31369-322	
Grantors	Grantees	Street		Property Description	
LR2A-JV LIMITED PARTNERSHIP &AL, LR2A-JV CORP &AL, 432 COLUMBIA STREET CONDOMINIUM TRUST /S TRS, PRESSLEY WILLIAM &AL TRS, KETABI MAHMOUD &AL TRS, DALLMUS CHRISTOPHER &AL TRS					
References					
Book/Page		Description		Recorded year	
18837/122		MASTER DEED		1988	
References Certificate					

nc 3

AMENDMENT TO SECOND AMENDMENT TO MASTER DEED

432 Columbia Street Condominium, Cambridge, Massachusetts

LR2A-JV Limited Partnership, as owner of Unit 17A (hereinafter the "Unit") of the 432 Columbia Street Condominium (hereinafter the "Condominium") created by Master Deed dated January 22, 1988 and recorded with the Middlesex South District Registry of Deeds in Book 18837, Page 122, as amended and restated in its entirety by an Amended and Restated Master Deed recorded in Book 18980, Page 227, as further amended by Amendment to Condominium Master Deed recorded in Book 19019, Page 382, as further amended by Second Amendment to Condominium Master Deed recorded in Book 19389, Page 332 (hereinafter the "Second Amendment"), as may be further amended of record, together with the undersigned, being a majority of the Trustees of the 432 Columbia Street Condominium Trust under Declaration of Trust dated January 22, 1988, recorded with said Registry of Deeds in Book 18837, Page 158, on behalf of all other unit owners of the Condominium pursuant to the irrevocable power of attorney granted pursuant to paragraph 17 of the Master Deed, and in accordance with and pursuant to paragraph 14C of the Master Deed, hereby amends the Second Amendment as follows:

1. The portion of the floor plan, recorded with the Second Amendment as Plan No. 1357 of 1988, which shows Unit 17A, shall be deleted and substituted therefor shall be the floor plan for Unit 17A, dated April 7, 2000 and prepared by Sharkey Design Company, Registered Architects, which plan is attached hereto and incorporated herein.

The purpose of this Amendment is to correctly set forth the square footage and dimensions of Unit 17A which was incorrectly calculated on the floor plan attached to the Second Amendment and to show that the Unit as currently built has a second means of ingress and egress. This Amendment is not intended to modify that portion of the floor plan which shows Unit 17B.

Except as specifically modified and amended by this Amendment To Second Amendment To Master Deed, all of the terms and provisions of the Second Amendment shall remain in full force and effect, including the percentage interest of Unit 17A in the common areas and facilities of the Condominium.

Executed as an instrument under seal as of the 25th day of April, 2000.

OWNER:

LR2A-JV Limited Partnership

BY: LR2A-JV Corp., General Partner

BY:

David S. Allen, President and
Assistant Treasurer

MARGINAL REFERENCE REQUESTED	
BOOK <u>18837</u>	PAGE <u>122</u>

31369-322 PL# 445

10:00
SEE PL# 445

705

MSD 05/02/00 02:06:50

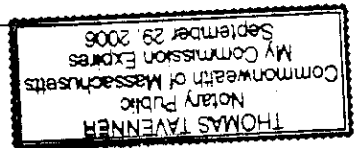
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 25, 2000

Then personally appeared the above-named David S. Allen, President and Assistant Treasurer of LR2A-JV Corp., General Partner of LR2A-JV Limited Partnership, and acknowledged the foregoing instrument to be the free act and deed of LR2A-JV Corp. and LR2A-JV Limited Partnership, before me,


Notary Public
My Commission Expires:



432 Columbia Street Condominium Trust

BY: _____
William Pressley, Trustee

BY: _____
Mahmoud Ketabi, Trustee

BY: _____
Christopher Dallmus, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

April , 2000

Then personally appeared the above-named _____, Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April , 2000

Then personally appeared the above-named David S. Allen, President and Assistant Treasurer of LR2A-JV Corp., General Partner of LR2A-JV Limited Partnership, and acknowledged the foregoing instrument to be the free act and deed of LR2A-JV Corp. and LR2A-JV Limited Partnership, before me,

Notary Public
My Commission Expires:

432 Columbia Street Condominium Trust

BY:

William Pressley
William Pressley, Trustee

BY:

Mahmoud Ketabi
Mahmoud Ketabi, Trustee

BY:

Christopher Dallmus
Christopher Dallmus, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 28, 2000

Then personally appeared the above-named William Pressley, Mahmoud Ketabi, Christopher Dallmus Trustees as aforesaid and acknowledged the foregoing instrument to be their free act and deed, before me,

Jeffrey Bironbaum
Notary Public
My Commission Expires:

JEFF M. BIRONBAUM
NOTARY PUBLIC
My Comm. Exp. 04/28/2002

Smj. Realty Amendment to Second Amendment



2005 0818070

Bk: 45886 Pg: 24 Doc: AMEND
Page: 1 of 10 08/17/2005 03:09 PM

432 COLUMBIA STREET CONDOMINIUM
AMENDMENT TO MASTER DEED

Reference is hereby made to the 432 Columbia Street Condominium Master Deed dated January 22, 1988, and recorded in the Middlesex South Registry of Deeds in Book 18837, Page 122; as amended by Amended and Restated Condominium Master Deed dated April 8, 1988, and recorded in the Middlesex South Registry of Deeds in Book 18980, Page 227; as further amended by Amendment to Condominium Master Deed dated April 28, 1988 and recorded in the Middlesex South Registry of Deeds in Book 19019, Page 382; as further amended by Second Amendment to Condominium Master Deed dated October 3, 1988, and recorded in the Middlesex South Registry of Deeds in Book 19389, Page 332; and as further amended by Amendment to Second Amendment to Master Deed dated April 25, 2000, and recorded in the Middlesex South Registry of Deeds in Book 31369, Page 323 (collectively the "Master Deed").

WHEREAS, the Board of Trustees is desirous of amending the Master Deed to confirm the location of and access to, certain of the Common Areas and Facilities which are contained within certain units;

WHEREAS, the Board of Trustees also desires to approve and confirm the construction of the additional stairway located within the Common Areas and Facilities and connecting the main floor and the lower floor; and

WHEREAS, the Board of Trustees also desires to clarify certain parking arrangements as set forth in Section 10A of the master Deed.

NOW, THEREFORE, the Board of Trustees of the 432 Columbia Street Condominium, being the governing board of the organization of unit owners 432 Columbia Street Condominium, and the undersigned unit owner, holding in excess of 66 2/3 % of the undivided interest in the Common Areas and Facilities of the Condominium, do hereby, in accordance with section 11 of the Master Deed hereby further amend the Master Deed as follows:

1. adding thereto an additional paragraph to the end of Section 5 of the Master Deed as follows:

"Attached hereto are three sketch plans entitled "Plan 2", Plan 3" and Plan 4" showing the location of particular Common Areas and Facilities as follows:

- (a) the approximately 282 square foot sprinkler room located in Unit B1 on the basement level;
- (b) the approximately 117 square foot gas meters and phone closet located in Unit B1 on the basement level;
- (c) the approximately 66 square foot telephone closet located in Unit B1 on the basement level; and
- (d) the approximately 80 square foot sprinkler room located in Unit 17 on the first floor .

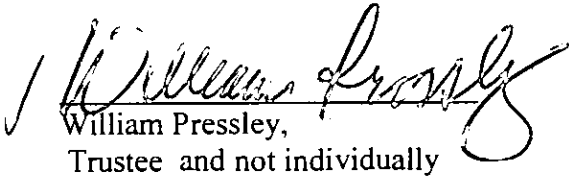
The Board of Trustees shall, in accordance with this section 5 of the Master Deed, have access to such Common Areas and Facilities in these units for repair, maintenance and replacement of such Common Areas and Facilities provided that, with respect to the Common Areas and Facilities listed in this paragraph, except for emergencies, no access shall be permitted without ten (10) business days prior written notice to the respective owners of said units. Once notice is received by the respective unit owners, such owner shall arrange for access at a time determined by such owner in its reasonable discretion. Each such referenced Common Areas and Facilities shall be used only for the uses and purposes as stated in the Master Deed as amended and as shown on the referenced plans."

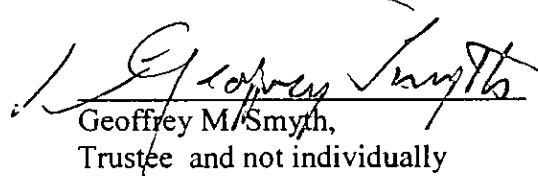
2. adding thereto an additional sentence to the end of Section 10A of the Master Deed as follows:

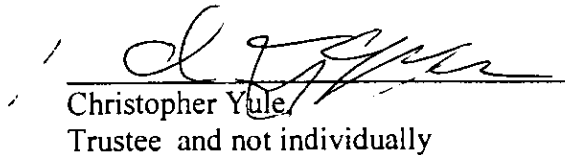
"The Board of Trustees may grant parking easements to unit owners and accept or exchange parking easements from or with unit owners, in regard to the parking areas originally shown on the plans recorded with the Master Deed as well as other Common Areas authorized by the Board of Trustees for parking use."

3. This Amendment also hereby approves and confirms the construction of the stairway located between the main level and the lower level, all as shown on the sketch plan attached hereto and titled "Plan 1- Stair"; and that although such construction was approved by unit owners holding in excess of 75% of the beneficial interest under the Condominium, all of the costs of such stairway construction were borne and paid for by the owners of units B1, 11, 15, 16, 17A, 17B, 18A, 21, and 21A, which unit owners, holding in excess of 50% of the beneficial interest under the Condominium, hereby acknowledge, ratify and confirm their approval and payment for such work by their signatures below.

IN WITNESS WHEREOF, the Board of Trustees of the 432 Columbia Street Condominium and the below condominium unit owners have hereunto caused this document to be duly executed, under seal, this 8 day of March, 2005.


William Pressley,
Trustee and not individually


Geoffrey M. Smyth,
Trustee and not individually


Christopher Yule,
Trustee and not individually

Unit Owners in aggregate holding more than 66 2/3% of the beneficial interest in the Condominium:

Cambridge Business Center, LLC ✓

By:

Geoffrey M. Smyth
Geoffrey M. Smyth, Co-Manager
(Owner of Units B1, 11, 15, 16, 17A, 18A)

Cambridge Business Center II, LLC

By:

Geoffrey M. Smyth
Geoffrey M. Smyth, Co-Manager
(Owner of Unit 21 and Unit 21A)

Cambridge Business Center III, LLC

By:

Geoffrey M. Smyth
Geoffrey M. Smyth, Co-Manager
Owner of Unit 17B

Sun Hill Real Estate Trust ✓

By:

William Pressley
William Pressley, Trustee
Owner of Units 19, 26, 27A, 27B and 29

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 4th day of August, 2005, before me, the undersigned notary public, personally appeared the above-named William Pressley proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as a Member of the Board of Trustees of said 432 Columbia Street Condominium.

Donna E. Bamberg
 (Print Name of Notary Public): Donna E. Bamberg
 My Commission Expires: 22 Sept. 2011
 Qualified in the Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 4th day of August, 2005, before me, the undersigned notary public, personally appeared the above-named Geoffrey M. Smyth proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as a Member of the Board of Trustees of said 432 Columbia Street Condominium.

Donna E. Bamberg
 (Print Name of Notary Public): Donna E. Bamberg
 My Commission Expires: 22 Sept. 2011
 Qualified in the Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 4th day of August, 2005, before me, the undersigned notary public, personally appeared the above-named Christopher Yule proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as a Member of the Board of Trustees of said 432 Columbia Street Condominium.

Donna E. Bambury
 (Print Name of Notary Public): Donna E. Bambury
 My Commission Expires: 22 Sept. 2011
 Qualified in the Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 4th day of August, 2005, before me, the undersigned notary public, personally appeared the above-named Geoffrey M. Smyth proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as a Co-Manager of Cambridge Business Center, LLC, Cambridge Business Center II, LLC and Cambridge Business Center III, LLC.

Donna E. Bambury
 (Print Name of Notary Public): Donna E. Bambury
 My Commission Expires: 22 Sept. 2011
 Qualified in the Commonwealth of Massachusetts

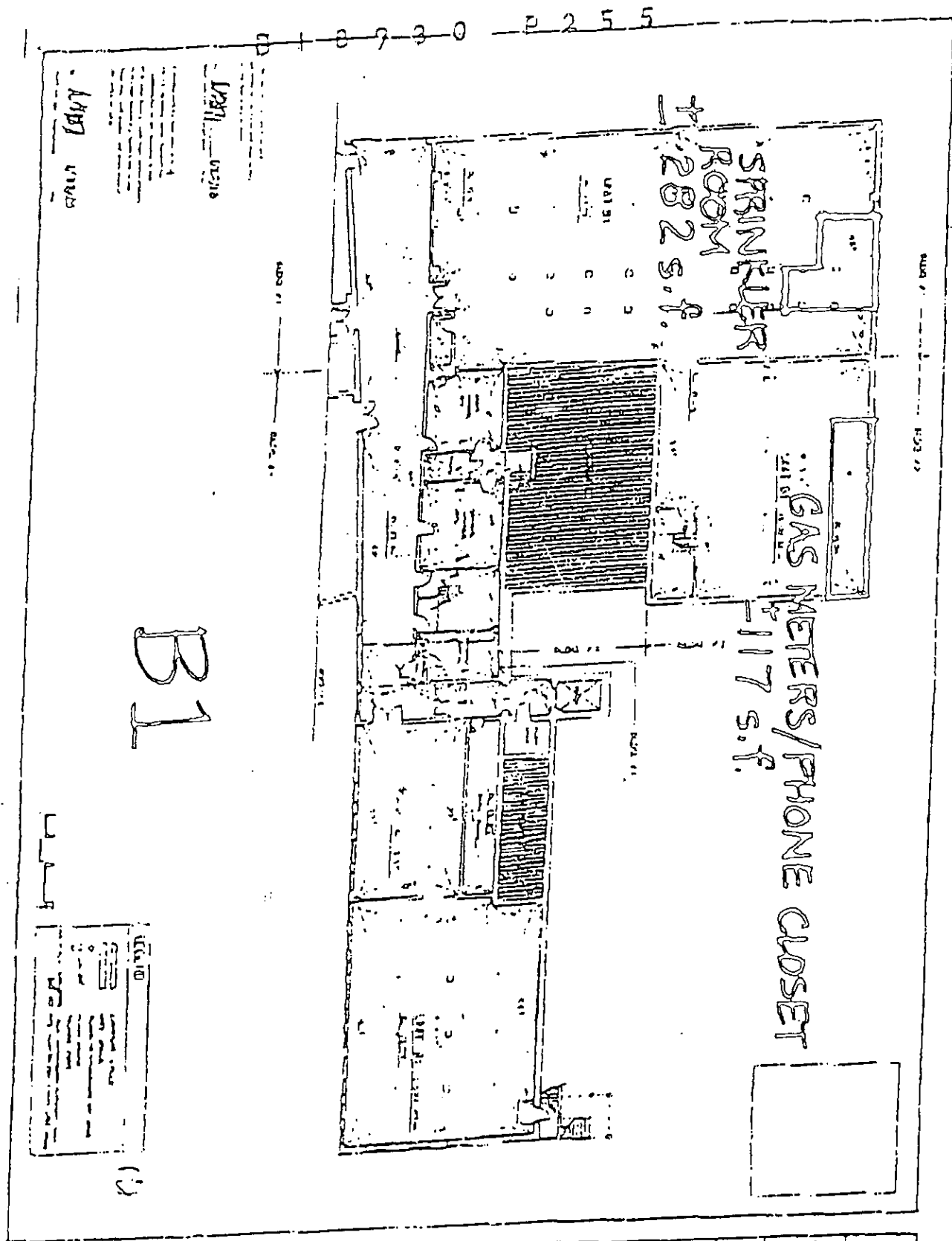
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

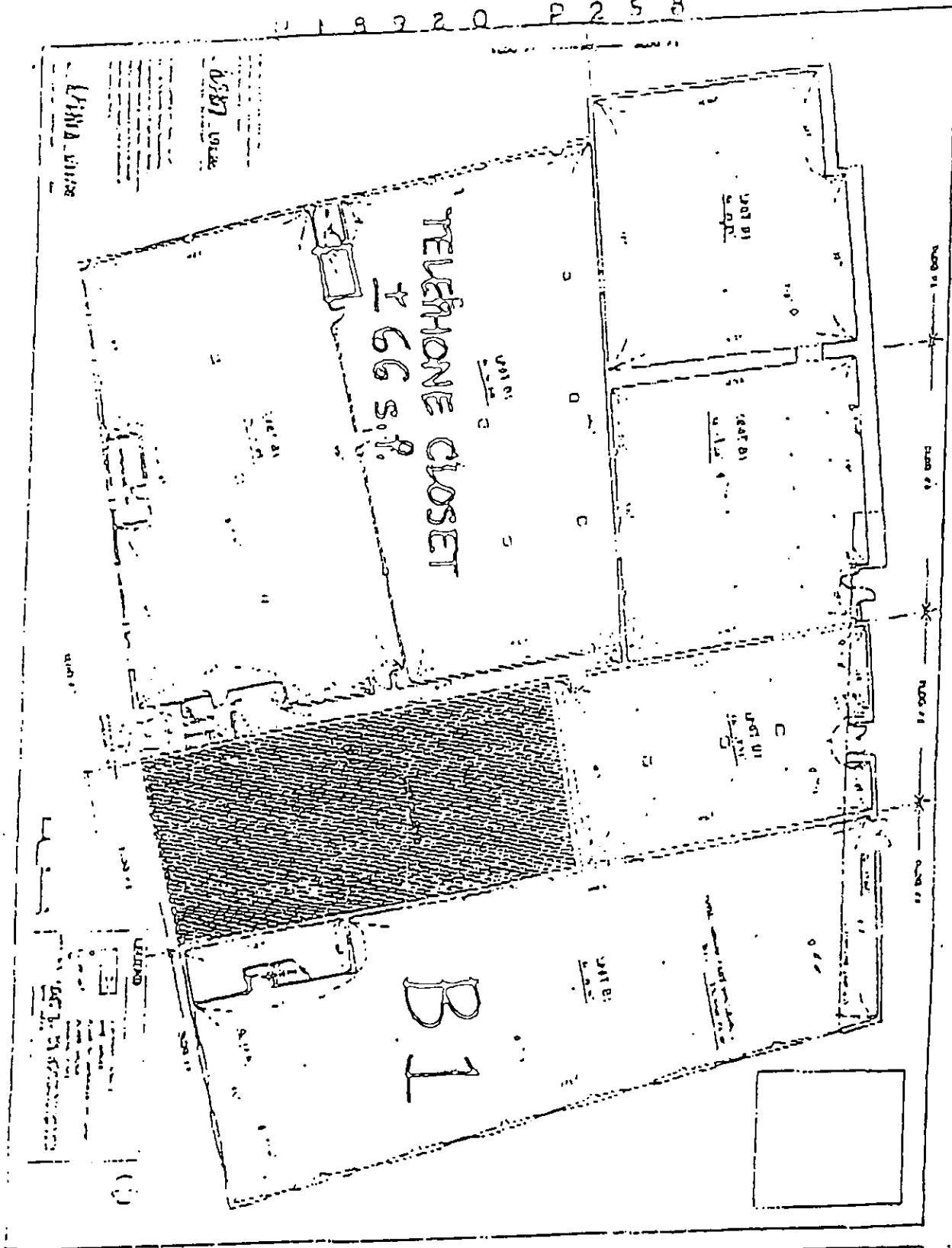
On this 4th day of August, 2005, before me, the undersigned notary public, personally appeared the above-named William Pressley proved to me through satisfactory evidence of identification, being (check whichever applies): ☒ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as Trustee of Sun Hill Real Estate Trust.

Donna E. Bamberg
(Print Name of Notary Public): Donna E. Bamberg
My Commission Expires: 22 Sept. 2011
Qualified in the Commonwealth of Massachusetts

Donna E. Bamberg
Attest: Middlesex S. Register



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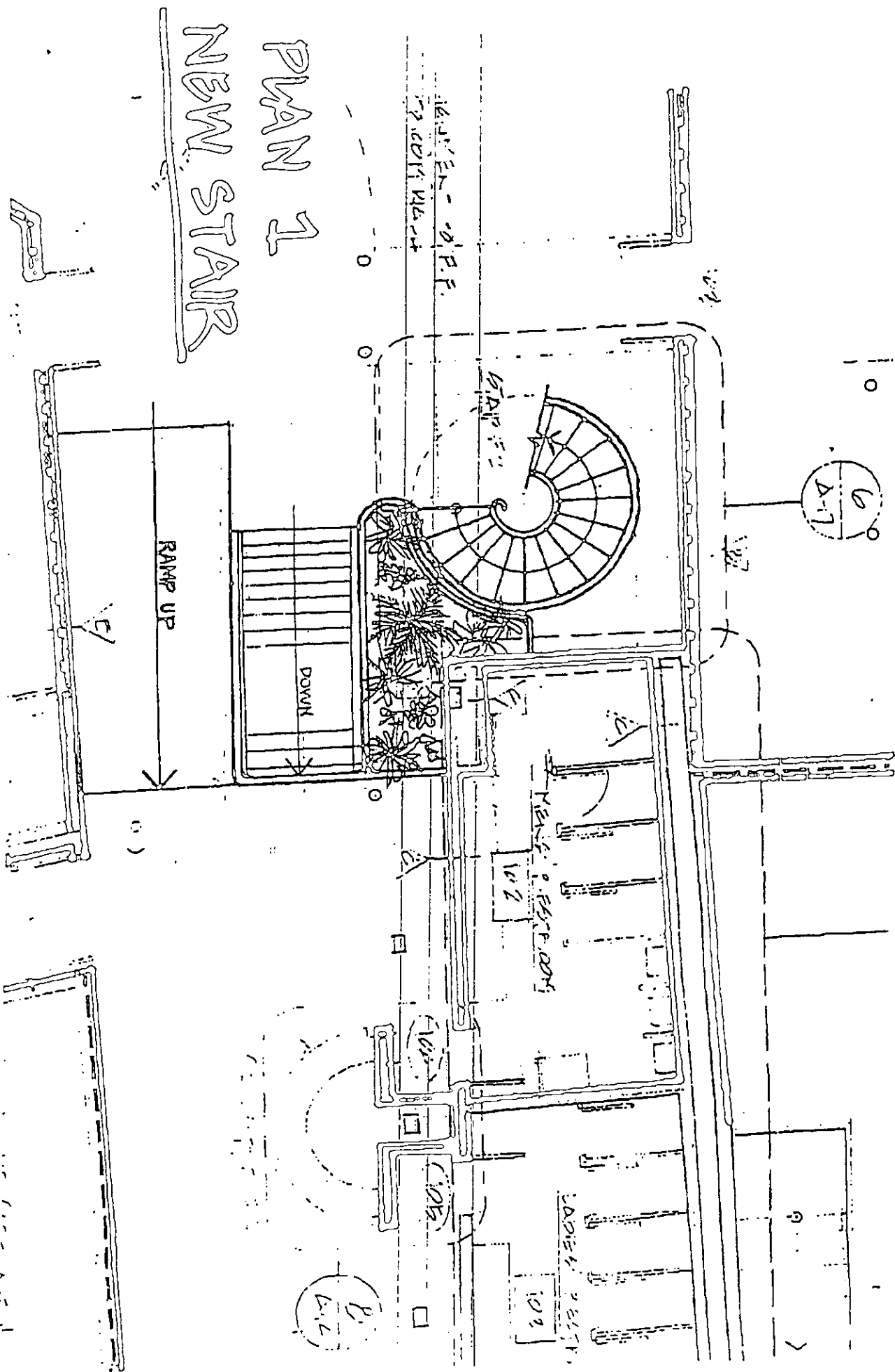
85

PLAN 4

CHANGING THE RUSH-LEAD
OF THE FACILITY

432 COLLEGE ST. 11711
ALBANY, N.Y. 12208

PLAN 1 NEW STAIR



Middlesex South Registry of Deeds

Electronically Recorded Document

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Recording Information

Document Number	: 125006
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Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

432 COLUMBIA STREET CONDOMINIUM
FOURTH AMENDMENT TO MASTER DEED

Reference is hereby made to the 432 Columbia Street Condominium Master Deed dated January 22, 1988, and recorded in the Middlesex South Registry of Deeds in Book 18837, Page 122; as amended by Amendment and Restated Condominium Master Deed dated April 8, 1988, and recorded in the Middlesex South Registry of Deeds in Book 18980, Page 227; as further amended by Amendment to Condominium Master Deed dated April 28, 1988 and recorded in the Middlesex South Registry of Deeds in Book 19019, Page 382; as further amended by Second Amendment to Condominium Master Deed dated October 3, 1988, and recorded in the Middlesex South Registry of Deeds in Book 19389, Page 332; as further amended by Amendment to Second Amendment to Master Deed, dated April 25, 2000, and recorded in the Middlesex South Registry of Deeds in Book 31369, Page 323; and as further amended by Amendment to Master Deed, dated August 8, 2005 and recorded in the Middlesex South Registry of Deeds in Book 45886, Page 24 (collectively the "Master Deed").

WHEREAS, the Board of Trustees of 432 Columbia Street Condominium, created by Declaration of Trust dated January 22, 1988, and recorded with the Middlesex South Registry of Deeds in Book 18837, Page 153 is the governing body of the organization of unit owners of the 432 Columbia Street Condominium;

WHEREAS, the Board of Trustees is desirous of amending the Master Deed to confirm the location of and access to, certain of the Common Areas and Facilities which are contained within certain units; and

WHEREAS, Fairlane Columbia, LLC as owner of Units B-1, 11, 15 and 16 agrees to this Amendment, which will alter the dimensions of Units B-1, 11, 15 and 16.

NOW, THEREFORE, the Board of Trustees of the 432 Columbia Street Condominium and the undersigned unit owners holding in excess of 66 2/3% of the undivided interest in the Common Areas and Facilities of the Condominium, do hereby, in accordance with section 11 of the Master Deed further amend the Master Deed as follows:

1. Adding thereto an additional paragraph to the end of Section 5 of the Master Deed as follows:

"Attached hereto are three sketch plans entitled "Plan 5" and "Plan 6" showing the location of particular Common Areas and Facilities as follows:

- (a) the corridor on the First Floor of the Condominium adjacent to Units 15 and 16 containing a total of approximately 377 square feet;
- (b) the corridor on the First Floor of the Condominium within Units 15 and 16 containing a total of approximately 408 square feet;

Title Reference: Book 18837, Page 122

- (c) the corridor on the First Floor of the Condominium adjacent to Unit 11 containing approximately 200 square feet; and
- (d) The sprinkler room located in Unit B-1 on the Lower Level of the Condominium containing approximately 74 square feet.”

The Board of Trustees shall, in accordance with this Section 5 of the Master Deed, have access to such Common Areas and Facilities in these units for repair, maintenance and replacement of such Common Areas and Facilities provided that, with respect to the sprinkler room in Unit B-1 listed in subparagraph (d) above, respectively, except for emergencies, no access shall be permitted without ten (10) business days prior written notice to the respective owner of said unit. Once notice is received by the respective unit owners, such owner shall arrange for access at a time determined by such owner in its reasonable discretion. Each referenced Common Areas and Facilities shall be used only for the uses and purposes as stated in the Master Deed as amended and as shown on the referenced plans.

[Signatures on following page]

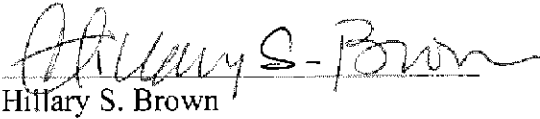
IN WITNESS WHEREOF, the Board of Trustees of the 432 Columbia Street Condominium and the below condominium unit owners have hereunto caused this document to be duly executed, under seal, as of this ____ day of October, 2023.

**BOARD OF TRUSTEES OF THE
432 COLUMBIA STREET CONDOMINIUM**



Michael S. Grill

Trustee and not individually



Hillary S. Brown

Trustee and not individually

Brian Bai

Trustee and not individually

Unit Owners in aggregate holding more than 66.6% of the beneficial interest in the Condominium:

FAIRLANE COLUMBIA, LLC
(Owner of Units B-1, 11, 13, 14, 15, 16, 17A, 17B, 18A, 21, and 21A)



Michael S. Grill, Manager

YA ZHOU WEN HUA ENTERPRISES, LIMITED
(Owner of Units 19, 26, 27, 27B, 29)

Brian Bai, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of October, 2023, before me, the undersigned notary public, personally appeared **Michael S. Grill** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Member of the Board of Trustees of 432 Columbia Street Condominium.

Heena Kumar
 Notary Public
 My commission expires: February 8th, 2030

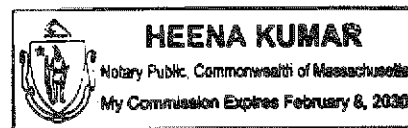


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of October, 2023, before me, the undersigned notary public, personally appeared **Hillary S. Brown** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that she signed it voluntarily for its stated purpose as Member of the Board of Trustees of 432 Columbia Street Condominium.

Heena Kumar
 Notary Public
 My commission expires: February 8th, 2030



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 4th day of October, 2023, before me, the undersigned notary public, personally appeared **Michael S. Grill** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Fairlane Columbia, LLC.

Heena Kumar
 Notary Public
 My commission expires: February 8th, 2030

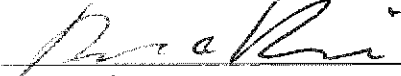


IN WITNESS WHEREOF, the Board of Trustees of the 432 Columbia Street Condominium and the below condominium unit owners have hereunto caused this document to be duly executed, under seal, as of this ____ day of October, 2023.

**BOARD OF TRUSTEES OF THE
432 COLUMBIA STREET CONDOMINIUM**

Michael S. Grill
Trustee and not individually

Hillary S. Brown
Trustee and not individually


Brian Bai
Trustee and not individually

Unit Owners in aggregate holding more than 66.6% of the beneficial interest in the Condominium:

FAIRLANE COLUMBIA, LLC
(Owner of Units B-1, 11, 13, 14, 15, 16, 17A, 17B, 18A, 21, and 21A)

Michael S. Grill, Manager

YA ZHOU WEN HUA ENTERPRISES, LIMITED
(Owner of Units 19, 26, 27, 27B, 29)

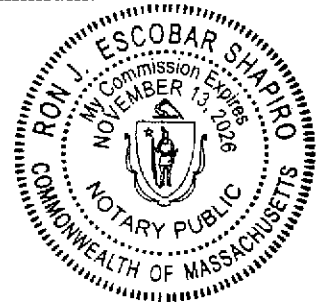

Brian Bai, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 5th day of October, 2023, before me, the undersigned notary public, personally appeared **Brian Bai** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Member of the Board of Trustees of 432 Columbia Street Condominium.

Ron J. Escobar Shapiro
 Notary Public Ron J. Escobar Shapiro
 My commission expires: November 13, 2026

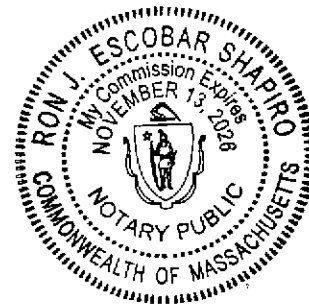


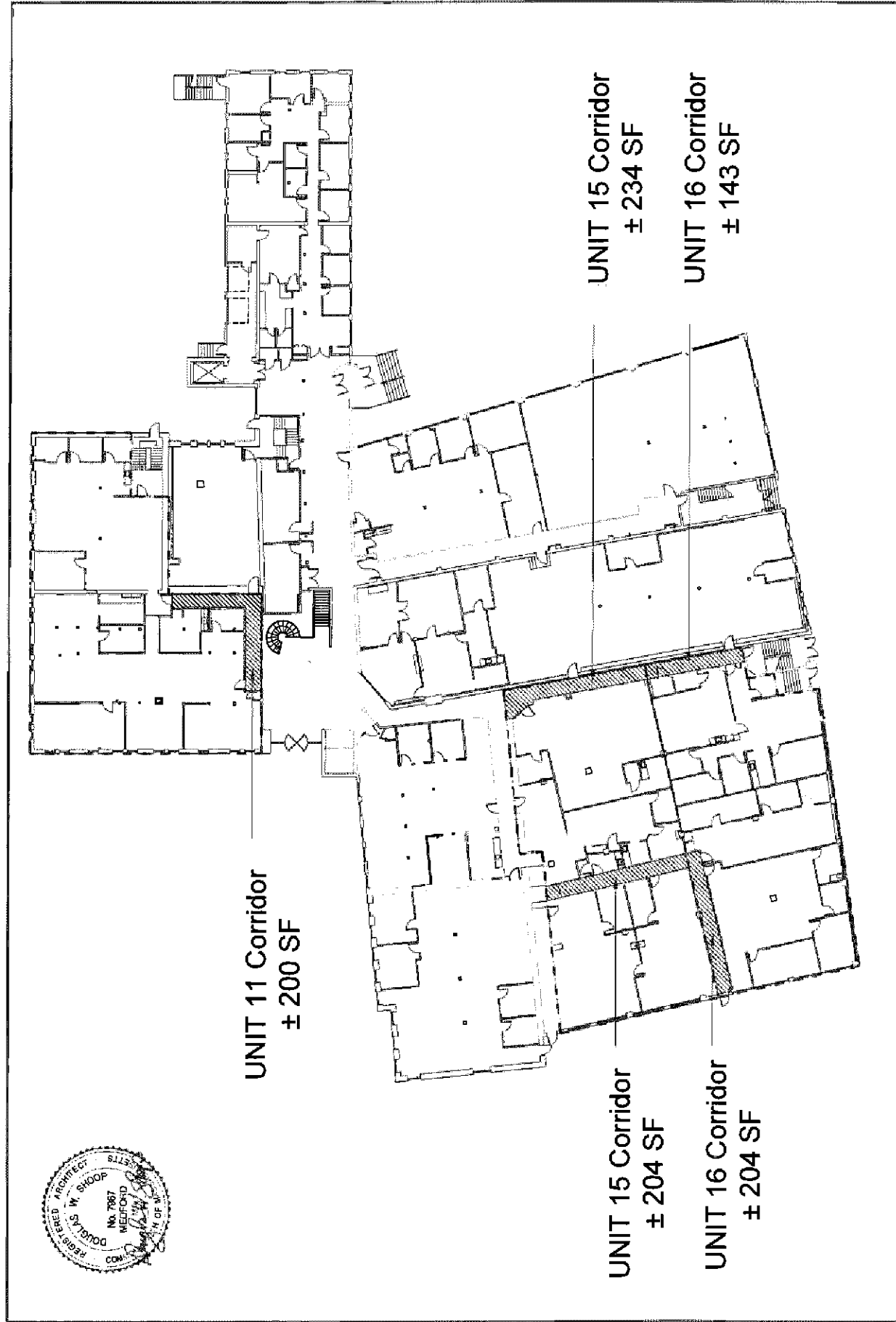
COMMONWEALTH OF MASSACHUSETTS

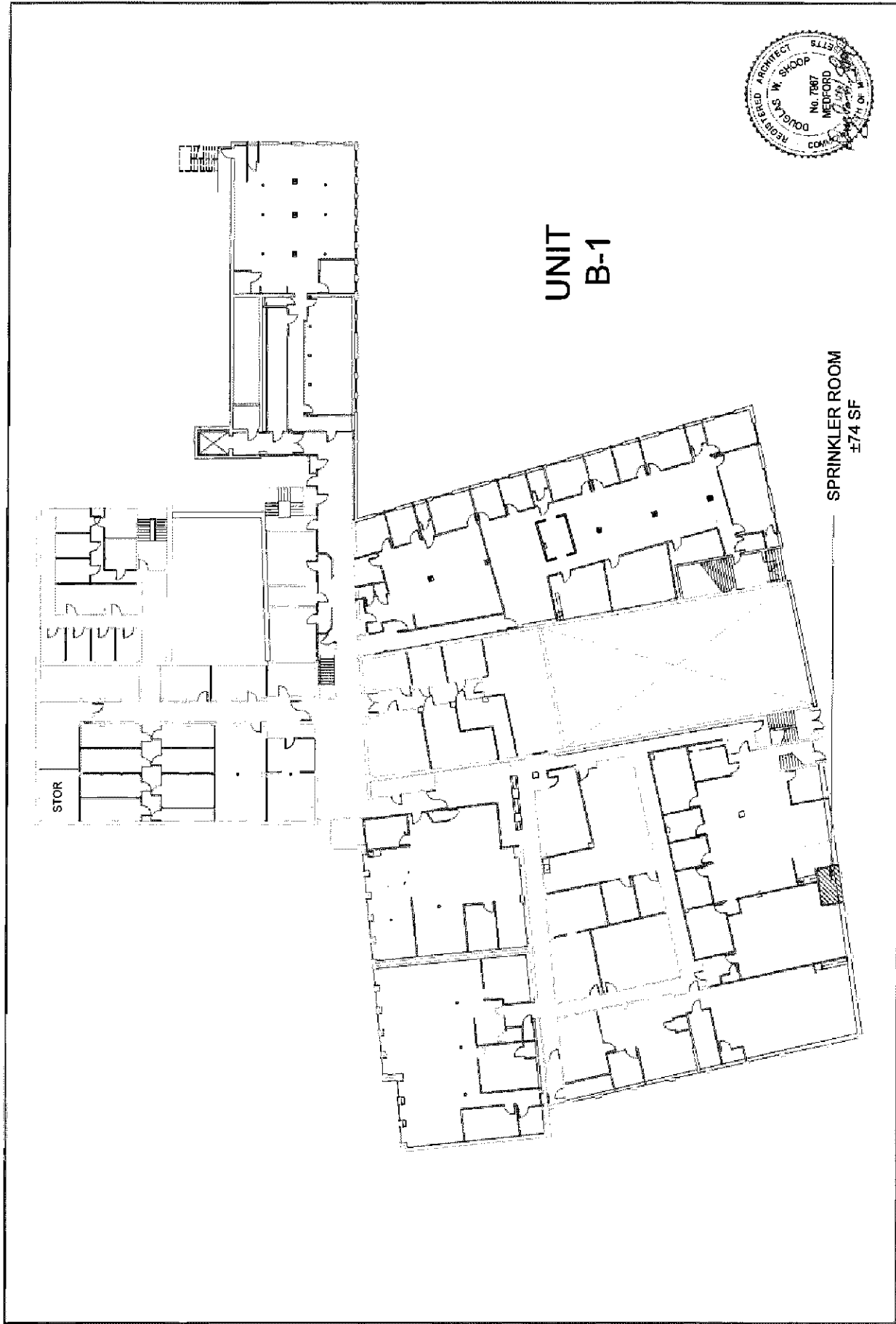
Middlesex, ss.

On this 5th day of October, 2023, before me, the undersigned notary public, personally appeared **Brian Bai** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as authorized signatory of Ya Zhou Wen Hua Enterprises Limited.

Ron J. Escobar Shapiro
 Notary Public Ron J. Escobar Shapiro
 My commission expires: November 13, 2026







Middlesex South Registry of Deeds

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Recording Information

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Recording Fee	: \$105.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

432 COLUMBIA STREET CONDOMINIUM
FIFTH AMENDMENT TO MASTER DEED

Reference is hereby made to the 432 Columbia Street Condominium Master Deed dated January 22, 1988, and recorded in the Middlesex South Registry of Deeds in Book 18837, Page 122; as amended by Amendment and Restated Condominium Master Deed dated April 8, 1988, and recorded in the Middlesex South Registry of Deeds in Book 18980, Page 227; as further amended by Amendment to Condominium Master Deed dated April 28, 1988 and recorded in the Middlesex South Registry of Deeds in Book 19019, Page 382; as further amended by Second Amendment to Condominium Master Deed dated October 3, 1988, and recorded in the Middlesex South Registry of Deeds in Book 19389, Page 332; as further amended by Amendment to Second Amendment to Master Deed, dated April 25, 2000, and recorded in the Middlesex South Registry of Deeds in Book 31369, Page 323; as further amended by Amendment to Master Deed, dated August 8, 2005 and recorded in the Middlesex South Registry of Deeds in Book 45886, Page 24; and as further amended by Fourth Amendment to Master Deed dated October 4 2023 and recorded in the Middlesex South Registry of Deeds in Book 82166, Page 435 (collectively the "Master Deed").

WHEREAS, the Board of Trustees of 432 Columbia Street Condominium, created by Declaration of Trust dated January 22, 1988, and recorded with the Middlesex South Registry of Deeds in Book 18837, Page 153 is the governing body of the organization of unit owners of the 432 Columbia Street Condominium;

WHEREAS, the Board of Trustees is desirous of amending the Master Deed to update Exhibit B to reflect the following previous amendments to the Master Deed: (i) Amendment to Master Deed, dated August 8, 2005 and recorded in the Middlesex South Registry of Deeds in Book 45886, Page 24 and (ii) Fourth Amendment to Master Deed dated October 4, 2023 and recorded in the Middlesex South Registry of Deeds in Book 82166, Page 435; and

WHEREAS, Fairlane Columbia, LLC as owner of Units B1, 15, 16, 17A, and 17B, among other units, agrees to this Amendment.

NOW, THEREFORE, the Board of Trustees of the 432 Columbia Street Condominium and the undersigned unit owners holding in excess of 66 2/3% of the undivided interest in the Common Areas and Facilities of the Condominium, do hereby, in accordance with Section 11 of the Master Deed further amend the Master Deed as follows:

1. By deleting from said Master Deed Exhibit B thereto, and substituting therefore Exhibit B as attached hereto and recorded herewith.

Title Reference: Book 18837, Page 122

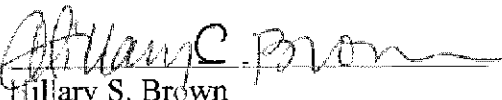
[Signatures on following page]

IN WITNESS WHEREOF, the Board of Trustees of the 432 Columbia Street Condominium and the below condominium unit owners have hereunto caused this document to be duly executed, under seal, as of this 15th day of November, 2023.

**BOARD OF TRUSTEES OF THE
432 COLUMBIA STREET CONDOMINIUM**



Michael S. Grill
Trustee and not individually

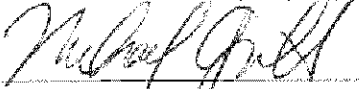


Hillary S. Brown
Trustee and not individually

Brian Bai
Trustee and not individually

Unit Owners in aggregate holding more than 66.6% of the beneficial interest in the Condominium:

FAIRLANE COLUMBIA, LLC
(Owner of Units B-1, 11, 12, 13, 14, 15, 16, 17A, 17B, 18A, 21, and 21A)



Michael S. Grill, Manager

YA ZHOU WEN HUA ENTERPRISES, LIMITED
(Owner of Units 19, 26, 27, 27B, 29)

Brian Bai, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of November, 2023, before me, the undersigned notary public, personally appeared **Michael S. Grill** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Member of the Board of Trustees of 432 Columbia Street Condominium.

Heena Kumar
 Notary Public Heena Kumar
 My commission expires: February 8th, 2030



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of November, 2023, before me, the undersigned notary public, personally appeared **Hillary S. Brown** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that she signed it voluntarily for its stated purpose as Member of the Board of Trustees of 432 Columbia Street Condominium.

Heena Kumar
 Notary Public Heena Kumar
 My commission expires: February 8th, 2030



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 14th day of November, 2023, before me, the undersigned notary public, personally appeared **Michael S. Grill** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Fairlane Columbia, LLC.

Heena Kumar
 Notary Public Heena Kumar
 My commission expires: February 8th, 2030

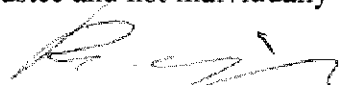


IN WITNESS WHEREOF, the Board of Trustees of the 432 Columbia Street Condominium and the below condominium unit owners have hereunto caused this document to be duly executed, under seal, as of this 15th day of November, 2023.

**BOARD OF TRUSTEES OF THE
432 COLUMBIA STREET CONDOMINIUM**

Michael S. Grill
Trustee and not individually

Hillary S. Brown
Trustee and not individually



Yu Bai aka Brian Bai
Trustee and not individually

Unit Owners in aggregate holding more than 66.6% of the beneficial interest in the Condominium:

FAIRLANE COLUMBIA, LLC
(Owner of Units B-1, 11, 12, 13, 14, 15, 16, 17A, 17B, 18A, 21, and 21A)

Michael S. Grill, Manager

YA ZHOU WEN HUA ENTERPRISES, LIMITED
(Owner of Units 19, 26, 27, 27B, 29)



Yu Bai aka Brian Bai, Authorized Signatory

STATE OF NEW YORK

County of New York, ss.

On this 16th day of November, 2023, before me, the undersigned notary public, personally appeared **Yu Bai aka Brian Bai** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Member of the Board of Trustees of 432 Columbia Street Condominium.


Notary Public

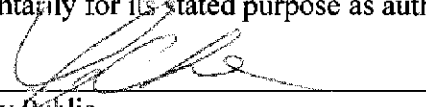
My commission expires:

YANNA CHAN
Notary Public-State of New York
No. 01CH6072851
Qualified in Kings County
Commission Expires Apr. 15, 2026

STATE OF NEW YORK

County of New York, ss.

On this 16th day of November, 2023, before me, the undersigned notary public, personally appeared **Yu Bai aka Brian Bai** proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ personal knowledge of the undersigned, ☐ oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as authorized signatory of Ya Zhou Wen Hua Enterprises Limited.


Notary Public

My commission expires:

YANNA CHAN
Notary Public-State of New York
No. 01CH6072851
Qualified in Kings County
Commission Expires Apr. 15, 2026

FIFTH AMENDMENT TO MASTER DEED

432 COLUMBIA STREET CONDOMINIUM TRUST
CAMBRIDGE, MASSACHUSETTSEXHIBIT B

<u>Unit #</u>	<u>Location</u>	<u>Approx. Area</u>	<u>Immediate Common Areas to which Unit Has Access</u>	<u>Proportionate Interest In Common Areas</u>
B-1	Basement Bldgs. 1-9	31,638	Core, exterior stairs	16.53%
11	First Floor Bldg. 1-2	5,237	Core, stairs, halls	6.58%
12	First Floor Bldg. 4	2,960	Core, exterior stairs	3.58%
13	First Floor Bldg. 5	2,684	Halls, exterior stairs	3.25%
14	First Floor Bldg. 6	2,163	Core, halls	2.62%
15	First Floor Bldg. 7 (west)	4,590	Halls, exterior stairs	6.08%
16	First Floor Bldg. 7 (east)	4,523	Halls, exterior stairs	5.89%
17A	First Floor Bldg. 8	2,604	Core	3.15%
17B	First Floor Bldg. 8	2,624	Halls, exterior stairs	3.27%
18A	First Floor Bldg. 8 (west)	2,290	Core, halls	2.77%
18B	First Floor Bldg. 8 (central)	1,507	Halls	1.82%
19	First Floor Bldg. 8 (east)	1,539	Halls	1.86%
21	Second Floor Bldg. 1-2	5,002	Core, stairs, halls	6.05%

EXHIBIT B (cont'd)

<u>Unit #</u>	<u>Location</u>	<u>Approx. Area</u>	<u>Immediate Common Areas to which Unit Has Access</u>	<u>Proportionate Interest In Common Areas</u>
21A	Second Floor Bldg. 3	1,103	Core, halls	1.33%
22	Second Floor Bldg. 4	2,824	Core, exterior stairs	3.42%
23	Second Floor Bldg. 5	2,682	Exterior stairs	3.24%
24	Second Floor Bldg. 6	2,555	Core	3.09%
25	Second Floor Bldg. 7 (west)	5,311	Halls, exterior stairs	6.42%
26	Second Floor Bldg. 7 (east)	5,043	Exterior stairs	6.10%
27A	Second Floor Bldg. 8 (west)	2,124	Core, halls	2.53%
27B	Second Floor Bldg. 8 (east)	2,989	Halls, exterior stairs	3.61%
28A	Second Floor Bldg. 8 (west)	2,403	Core, halls	2.91%
28B	Second Floor Bldg. 8 (central)	1,519	Halls	1.84%
29	Second Floor Bldg. 8 (east)	1,702	Halls	2.06%

**1035 Cambridge Street
Cambridge MA**

**ASHRAE Level 1 Energy Audit
with Decarbonization Study**



August 14, 2026

prepared by



Introduction

Energy Management Associates (EMA) was engaged by 432 Columbia Street Condominium Trust (the “Trust”) to perform an energy audit and decarbonization study for 1035 Cambridge Street, Cambridge MA 02141. (Prior to 2008, the building’s address was 432 Columbia Street and efforts by the Trust to have all records changed from 432 Columbia Street to 1035 Cambridge Street continue.) This study is an integral part of the building’s efforts to decarbonize by 2050, in accordance with Cambridge’s Building Energy Utilization and Disclosure Ordinance (BEUDO).

This study meets ASHRAE Level I standards, including a detailed review of building equipment lists and operations, site observations of the building envelope, lighting, HVAC and plug load systems, and a review of HVAC controls.

Estimates of energy savings are based on calculated reductions in electrical usage (kWh) and natural gas (therms). Current energy costs are estimated at 28 cents/kWh and \$2.25/therm, based on the latest tariff supplier rates. The building has several dozen gas and electrical accounts, and we did not have access to individual tenant account data. We used monthly aggregated electrical and natural gas consumption data. Cost estimates for implementing energy efficiency and decarbonization measures are based on our experience with similar projects, as well as discussions with pertinent vendors. Estimates of emissions reductions are based on the emissions factors published by the City of Cambridge in the BEUDO regulations and guidance. We have not accounted for the embodied carbon costs of any of the proposed improvements.

Scott Greenbaum, PE, CEM, GBE of Energy Management Associates Inc (EMA) was the technical lead for this effort. We would like to recognize and thank Juan Rubio (Building Superintendent, Lincoln Property Company) and Michael Refat (Property Manager, Lincoln Property Company), Phil Baldwin (CPS Heating and Cooling) and Michael Grill (Fairlane Columbia, LLC) for their time, interest, and invaluable follow-up discussions during the audit process.

Executive Summary

Because it is a mixed-use building (office/technology/laboratory), no ENERGY STAR® score can be determined. The site EUI (energy use intensity) for the twelve-month period ending December 31, 2025, is 73.5 kBtu/SF, a 31 percent increase since 2018. This is due to increases in occupancy and, most importantly, the shift from office tenants to more energy-intensive tech/lab space and operations. Current (2025) emissions are 547.88 MTCO₂e using the BEUDO emissions factors. The BEUDO baseline emissions are 447.76, based on average 2018-19 energy data.

We recommend that certain measures be implemented within the next year, while others be made as spaces are fitted-out for new tenants or as HVAC equipment reaches the end of its useful life. A majority of the HVAC systems are less than 10 years old and wholesale electrification of the HVAC systems is not economically feasible at this time. The uninsulated masonry building shell needs weatherization. Bringing the shell up to code will improve comfort, productivity, and reduce energy and emissions.

EMA has identified three (3) Energy Conservation Measures:

1. HVAC Controls Retrocommissioning and Upgrades
2. Lighting – Convert from Fluorescent to LED lighting with controls.
3. Weatherization – Increase insulation and air-seal gaps in the building envelope during tenant fit-outs.

The existing building infrastructure can support partial decarbonization and electrification. We recommend concentrating on the lower-level furnaces with inefficient “A coil” heat exchangers and rooftop HVAC units (RTUs) that are beyond their useful service lives. These will require replacement in the next five to nine years and should be upgraded to heat pump units.

EMA has identified two (2) Decarbonization/ Electrification Measures:

1. Replace the inefficient coils in the gas furnaces with Heat Pump coils.
2. Replace the older RTUs with Heat Pump RTUs under a phased replacement program.

Converting the HVAC equipment to heat pump technology will reduce natural gas consumption and building emissions. The new heat pump equipment is more efficient than the existing air-cooled air conditioning equipment, resulting in summer electricity savings.

Item #	Measure Name	kWh Saved	Therms Saved	kgCO ₂ e	Est. Project Cost	Est. Utility Incentive	Est. Cost Savings
Energy Conservation Measures							
ECM # 1	HVAC Controls Retrocommissioning and Upgrades	14,600	900	13,400	\$6,000	TBD	\$6,000
ECM # 2	Lighting - Fluorescent to LED with Integrated Controls	75,000	0	21,500	\$140,000	\$35,000	\$21,000
ECM # 3	Weatherization	TBD	TBD	TBD	TBD	TBD	TBD
Carbon Reduction/ Electrification Measures							
CR/EM # 1	Replace Furnace “A Coils” refrigeration coils with Heat Pump coils (2026-35)	(2,800)	2,800	15,000	\$245,000	\$49,000	\$5,600
CR/EM # 2	Replace the older RTUs with Heat Pump RTU (2026-35)	(11,100)	5,400	25,500	\$470,000	\$75,000	\$7,000

Building Description

1035 Cambridge Street is comprised of nine distinct buildings that have been combined into one structure with common area entrances and atrium. The property is a 99,616 square foot non-residential condominium building with a mix of offices, lab and technology occupants. The nine buildings were consolidated into a single structure in 1988-89, with a common lobby and a skylit main corridor and connecting corridors. This renovation transformed the building from manufacturing space to multiple commercial condominium units. Prior to 1984 the property was owned and operated by the Hyde Shoe Company. Saucony running shoes and other footwear was manufactured here. Brick buildings were added to the initial structure over time by the Hyde Shoe Company.

The condominium consists of 24 units held by six ownership entities. Each unit owner is responsible for the equipment that is dedicated to a specific unit. Changes to equipment that serves multiple units and common areas is subject to approval by multiple owners.

Currently (August 2026), the units' occupancy is 58 percent laboratory/tech companies, 21 percent office and 21 percent vacant. The laboratory and tech spaces include biotech, testing and fabrication activities. Plug loads include specialty freezers (-20° C to -80° C), test racks, servers, and other energy-intensive equipment. Much of this operates constantly and is a difficult energy management target. Appendix A contains photos of some of these spaces and their equipment, as well as a description of the research & development and manufacturing activities of LifeCanvas Technologies, the tenant in Suites 14A, 16C, 16D, and 16E.

Building Envelope:

The nine structures are simple masonry buildings constructed from uninsulated poured concrete, concrete block, and brick. The interior sheetrock walls mostly have poorly insulated 2x4 wood and metal stud walls. The lower-level suites have stud walls only extending about 4 to 5 feet above the floor to run power and communication wires (see photo). The windows have both fixed and operable sashes, with half-inch double-glazed. They were installed during the 1988 gut rehab project with some lower-level windows added in 2006-2007. The center corridor/atrium has skylights that date from the 1988 rehab.



In the early 2000's the EPDM roof was replaced, and the roofs were insulated to a code-required R-30. Between the masonry construction and the fact that it's a group of conjoined buildings, the overall airtightness of the building is poor. The main lobby has a large skylight in good condition. Appendix B shows the building configuration and the nine separate buildings that were renovated into a cohesive structure in 1988-89.

Utilities Services:

The building is served by a 3000 Amp 208Y/120-volt switchgear with the capacity of approximately 925 kW at an 85% power factor. Installation of an additional 3000 Amp service capacity is currently taking place with Eversource providing a 1000 kVA transformer which replaces a 300 kVA transformer. The 3000A upgrade is expected to be completed in October 2026. A new separate first floor electrical room

and an exterior fenced-in area will contain the additional power components. The property has 29 gas meters and 42 electric meters. Each condominium unit has a dedicated electric service; however, some suites have shared electric service within a condominium unit. The electric services in the individual condo units range from 100 to 200 amps at 208 volts. These accounts are space specific. Because of the building layout, it is impossible to consolidate services into a single, building-wide, gas and electric account and achieve the economies and control that would follow. Any physical consolidation of gas and electric services would be challenging, due to the layout of the electrical systems within the units. Utility consolidation is further complicated by tenants' lease requirements to pay for separate metered utilities. Tenants without separate meters pay utility costs to their landlord on a \$/SF basis.

HVAC Systems:

A vast majority of tenant suites have their own dedicated HVAC system, with some suites (especially in the lower level's Unit B-1) sharing HVAC systems. Please note that Unit B-1 comprises the entire lower level. (In the instances with shared systems, one tenant controls the thermostat serving two or more suites. The HVAC inventory (see Appendix C) lists 75 individual pieces of mechanical equipment distributed across 46 suites and common areas, most of them dual-fuel Rooftop Gas/Electric package units individually controlled by thermostats in suites. The common area 15-ton RTU servicing the lower level and first floor has a thermostat on the first floor and the common area 15-ton RTU servicing the second floor has a thermostat on the second floor. There are extensive duct networks that connects equipment with the individual spaces they serve. Once again, the physical constraints of the buildings limit the degree to which ductwork can be altered, which make HVAC consolidation infeasible.

The building has seven (7) natural gas furnace units with typical small commercial "A-coils" for cooling, ranging from 3 to 5 tons of capacity. In addition, there are thirty-one (31) RTUs, mostly with natural gas heating. A few have electric resistance heat, and one (1) is a new heat pump RTU. Suite 18A is served by an 8-ton VRF heat pump system, installed in 2024. Several spaces have lab hood exhaust systems, including Suites 8, 14A, 16E and 17B. There are six (6) ductless split units that cool server rooms. The existing HVAC equipment has been installed between 1987 and 2025. The RTUs installed before 2010 are considered to have reached the end of their useful lives and should be scheduled for replacement within the next five (5) years to ensure reliability. Five (5) of the furnaces have also reached the end of their useful lives. Total building cooling capacity is 342.5 tons resulting in one ton per 350 square feet. The cooling capacity of the building exceeds standard design levels for buildings with LED lighting systems. Given the fragmented nature of the building's occupancy and organization, it is not feasible to consolidate the HVAC systems.

Typical space thermostats are electronic programmable residential/light commercial thermostats. Time and temperature settings are controlled by individual suite occupants. Not all appear to be set correctly.

Domestic Hot Water is generated by electric tank and instantaneous heaters located near public restrooms or in individual suites.

Utility Data

The building's aggregated utility data since 2014 is summarized below. EMA was unable to obtain utility data for many of the individual non-residential condo units.

Year	Electricity			Natural Gas			Total Site kBtu/yr	kBtu/SF
	Annual kWh	Site kBtu/yr	Percent of Total	Annual Therms	Site kBtu/yr	Percent of Total		
2014	1,169,173	3,990,387	74.4%	13,700	1,370,000	25.6%	5,360,387	53.8
2015	1,130,553	3,858,577	73.7%	13,744	1,374,400	26.3%	5,232,977	52.5
2016	1,099,598	3,752,928	77.7%	10,755	1,075,500	22.3%	4,828,428	48.5
2017	1,097,941	3,747,273	68.2%	17,473	1,747,300	31.8%	5,494,573	55.2
2018	1,107,894	3,781,242	74.2%	13,149	1,314,900	25.8%	5,096,142	51.2
2019	1,153,958	3,938,458	67.4%	19,069	1,906,900	32.6%	5,845,359	58.7
2020	1,061,297	3,622,207	68.6%	16,597	1,659,700	31.4%	5,281,907	53.0
2021	1,182,788	4,036,855	67.0%	19,897	1,989,700	33.0%	6,026,555	60.5
2022	1,245,250	4,250,038	60.1%	28,186	2,818,600	39.9%	7,068,638	71.0
2023	1,248,774	4,262,066	64.8%	23,175	2,317,500	35.2%	6,579,566	66.0
2024	1,353,918	4,620,922	66.8%	22,944	2,294,400	33.2%	6,915,322	69.4
2025	1,349,094	4,604,457	62.9%	27,207	2,720,700	37.1%	7,325,158	73.5

The table below contrasts aggregated monthly natural gas consumption from 2018 with 2025 usage. Summer natural gas consumption (highlighted in yellow) has increased more than tenfold. This appears to be related to the gas reheat required for precise humidity controlled by the 2021-vintage HVAC units serving the ISO 7 clean room in Suite 15B. At this point, it is not practical to change the gas reheat to electric.

Start Date	End Date	Therms	Start Date	Read Date	Therms
12/31/2017	1/31/2018	5,226	1/1/2025	1/31/2025	5,865
1/31/2018	2/28/2018	2,645	1/31/2025	2/28/2025	5,610
2/28/2018	3/31/2018	2,707	2/28/2025	3/31/2025	2,806
3/31/2018	4/30/2018	1,498	3/31/2025	4/30/2025	1,919
4/30/2018	5/31/2018	328	4/30/2025	5/31/2025	724
5/31/2018	6/30/2018	49	5/31/2025	6/30/2025	694
6/30/2018	7/31/2018	27	6/30/2025	7/31/2025	462
7/31/2018	8/31/2018	31	7/31/2025	8/31/2025	561
8/31/2018	9/30/2018	42	8/31/2025	9/30/2025	566
9/30/2018	10/31/2018	540	9/30/2025	10/31/2025	511
10/31/2018	11/30/2018	2,486	10/31/2025	11/30/2025	2,182
11/30/2018	12/31/2018	2,796	11/30/2025	12/31/2025	5,307
Annual Total		18,375	Annual Total		27,207

A review of the electrical data follows the typical monthly pattern of a mixed use (office/tech/lab) building with air conditioning and partial electric resistance heating, as illustrated by data from 2024 and 2025.

Start Date	Read Date	kWh	Start Date	Read Date	kWh
1/1/2024	1/31/2024	98,393	1/1/2025	1/31/2025	110,133
2/1/2024	2/29/2024	100,182	2/1/2025	2/28/2025	111,790
3/1/2024	3/31/2024	87,625	3/1/2025	3/31/2025	94,567
4/1/2024	4/30/2024	95,233	4/1/2025	4/30/2025	103,326
5/1/2024	5/31/2024	97,016	5/1/2025	5/31/2025	113,518
6/1/2024	6/30/2024	137,415	6/1/2025	6/30/2025	128,435
7/1/2024	7/31/2024	153,586	7/1/2025	7/31/2025	156,169
8/1/2024	8/31/2024	147,743	8/1/2025	8/31/2025	149,737
9/1/2024	9/30/2024	128,485	9/1/2025	9/30/2025	115,050
10/1/2024	10/31/2024	103,544	10/1/2025	10/31/2025	96,310
10/31/2024	11/30/2024	103,751	11/1/2025	11/30/2025	85,309
12/1/2024	12/31/2024	100,945	12/1/2025	12/31/2025	84,750
Annual Total		1,353,918	Annual Total		1,349,094

Energy Conservation Measures:

HVAC Controls Retrocommissioning and Upgrades – Each condominium unit has its own thermostat for HVAC scheduling and control. Despite the lack of a central energy management system, the units' temperature settings and schedules should be checked and calibrated. Even though all spaces we surveyed had electronic night setback thermostats, we suspect that many thermostats are not programmed correctly, either with incorrect time and dates, or with improper temperature setpoints.

Where feasible, we recommend installing an enhanced Wi-Fi thermostat that provide remote access, such as those made by Ecobee. Control would still remain in the hands of the space occupants, but settings can be more finely tuned. These thermostats are relatively inexpensive and can be easily installed and programmed with 2 hours of labor. EMA has estimated the building-wide savings at approximately 900 Therms and 14,600 kWh per year. This equates to a reduction in 2027 emissions of 8,900 kgCO₂e. Actual savings will depend upon the number of thermostats installed. Each thermostat can be installed and programmed cost for about \$500.

Lighting – Approximately one-third of the building has inefficient fluorescent lighting systems. Most of the systems operate on simple wall switches and are manually controlled. Modern LED lighting systems can integrate occupancy and dimming controls into the fixtures themselves. Fixtures can be grouped together via a Bluetooth network or controlled individually. This would reduce electric energy consumption throughout the complex. It is generally not economically feasible to add controls to existing LED lighting systems. Energy savings will be 50 to 75% of the existing consumption. EMA recommends a detailed lighting audit of each space and common area to determine the most cost-effective alternative for each space. Mass Save has greatly reduced the incentives for lighting upgrades. It now only provides incentives for lighting upgrades that include controls. Based on the existing lighting system in some

locations, a simple replacement of the fluorescent lamp with an LED lamp and LED driver will be less economically effective compared to replacing it with an LED fixture with full controls. We estimate the savings will be between 50,000 to 75,000 kWh per year, depending on the scope and extent of the upgrades installed. This equates to a reduction in 2027 emissions of 14,300 to 21,500 kgCO₂e. The total project cost is estimated to be \$70,000 to \$140,000 dependent on the comprehensiveness of the project. The Mass Saves rebates are currently 20 to 25% of the project cost.

This project can start with common area lighting upgrade to LED with controls. This is still supported by Mass Saves programs and can be completed by a Mass Saves approved contractor (Project Expeditor, or PEX). This should fit into the small business program that is more generous than other building classifications. This does not require a long contracting process and can be completed by the end of the year. The individual condominium units will qualify for the Mass Saves Small Business lighting program.

Weatherization – The building is poorly weatherized. Where the walls are insulated, insulation levels are below current energy code standards. Although many tenants prefer bare brick walls, Cambridge requires masonry walls either have R-19 cavity insulation (6 inches of mineral wool) or RR-10 continuous insulation (2" Styrofoam). The lower-level walls extend only partially up the wall resulting in masonry walls with exterior exposure. Likewise, the three sprinkler rooms' exterior walls are not insulated. In many areas, the window caulking is old and failing. During tenant fit-outs, the exterior walls should be brought up to the insulation levels required by code. The interior walls will need to be replaced with 6-inch stud walls, and we recommend using mineral wool insulation that does not absorb water, since the walls are not watertight. Caulking the windows is recommended. Exterior brick walls should be evaluated for repointing. This rigorous weatherization program will reduce peak HVAC loads, improve comfort, improve productivity, and reduce HVAC equipment size. This will result in easier electrification of the building.

We evaluated the potential for installing tinted window film on the approximately 1500 square feet of skylight glazing in the front and rear atriums and the five (5) 4'x4' skylights. A properly applied tinted window film, with low-e coatings, can significantly reduce the cooling loads associated with solar heat gain. Any savings would only be applicable to the HVAC systems serving the atrium. We cannot recommend window film without further engineering or architectural study. Because window film can make glazing significantly hotter, applications involving older glass can present challenges and increase the risk of thermal-stress cracking. The film application must be evaluated against the exact existing glass assembly, including an examination of edge conditions and seals.

Carbon Reduction/ Electrification Measures:

These recommendations are intended for implementation over the next 10 to 15 years, as part of both the end-of-life equipment replacements and the building's long-term decarbonization plan. We have not calculated the embodied carbon costs associated with premature equipment disposal. The phasing schedule that we have developed is a schematic, based on equipment age. It may not reflect tenant needs or priorities of all six of the owners.

Replace Furnace evaporator coils with Heat Pump coils – There are seven (7) small furnaces with evaporator coils ("A coils") that provide cooling for each space. Many manufacturers make replacement heat pump coils that can directly replace the existing coils. These new coils are compatible with heat

pump refrigerants. Where a retrofit is not feasible, a new HVAC unit can be purchased with a heat pump option. The installation of low temperature heat pump outdoor units will electrify the heating. The existing furnace can be used for emergency heat and low outdoor air temperature supplemental heat if required. The furnace manufacturers have add-on controls for this application. The project will also require replacement of the refrigerant piping because heat pump refrigerants are not compatible with the existing refrigerants. The HVAC units will have to be evaluated on an individual basis for wear and tear and replacement. EMA has estimated a displacement of approximately 3,000 Therms of natural gas per year and an increase in electric consumption of approximately 3,100 kWh per year, with an emissions reduction of approximately 15,000 kg CO₂e per year.

Space/ Owner	Equipment Type	Year Manufactured	Age (yrs)	Size
Suite # 1 Y	Furnace	2003	23	100Kbtu
Fairlane Columbia	Condenser and A Coil	2017	9	4-ton
Suite # 1 Z	Furnace	2007	19	120Kbtu
Fairlane Columbia	A Coil	2015	11	4-ton
	Condenser	2008	18	4-ton
Suite # 2	Furnace	2019	7	80Kbtu
Fairlane Columbia	A Coil	2019	7	5-ton
	Condenser	2019	7	4-Ton
Suites # 5 - 8	Furnace	2018	8	80kBTU
Fairlane Columbia	Condenser and A Coil	2018	8	3.5-Ton
Suite # 9	Furnace	2015	11	80Kbtu
Fairlane Columbia	Condenser and A Coil	2015	11	3-ton
Suite # 10 A	Furnace	2012	14	80Kbtu
Fairlane Columbia	A Coil	2012	14	5-ton
	Condenser	2011	15	5-ton

To replace the six (6) units with 24.5 tons of cooling capacity with equal capacity heat pump RTU equipment estimated capital cost is \$245,000. Under the current Mass Save prescriptive incentives, this work would be eligible for approximately for \$49,000. These incentives change regularly and may not be available if work is phased-in over a multi-year period.

Replace the older RTUs with Heat Pump RTUs – There are eight (8) RTUs with DX air cooled cooling systems and natural gas heating that will reach the end of their useful lives in the next five to seven years. Replacing them with heat pump replacement models will reduce the buildings’ carbon footprint. Before replacing the RTUs, detailed heating load calculation is recommended. This can be used to right-size replacement equipment heating and cooling capacity. Based on EMA’s review it appears the cooling capacity throughout the building is oversized. The existing furnaces are equipment nominal size, which typically is designed for the RTU installation in much colder climates. This oversized equipment may support heat pumps that are right sized without having to change the electric supply to the new equipment. If the heating load calculation indicates that additional capacity is required, we recommend

installing strategically located ductless split units to make up the difference or purchasing RTUs with a backup natural gas furnace. Heat Pump RTUs have controls to only use the furnace as additional and emergency heating capacity. This Carbon Reduction Measure will minimize the emissions of the building. EMA has estimated a displacement of approximately 5,400 Therms of natural gas per year and an increase in electric consumption of approximately 11,000 kWh per year and a reduction of approximately 25,500 kg CO₂e per year.

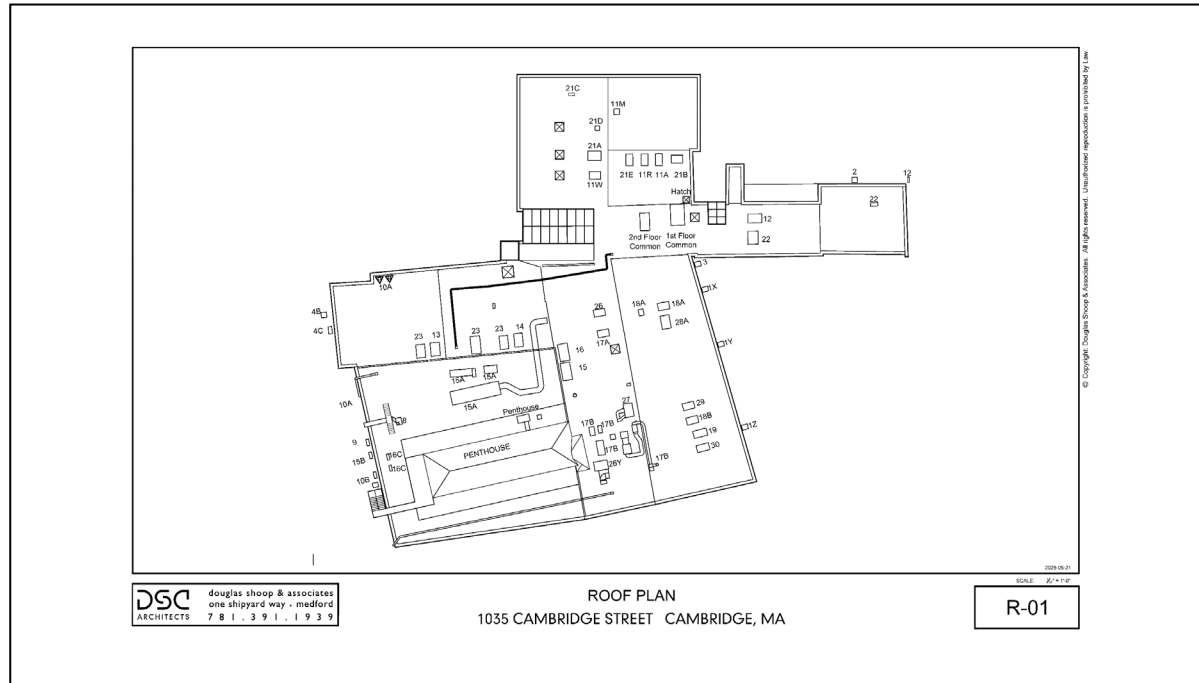
Space & Owner	Equipment Type	Size	Year Manufactured	Age (years)	Replacement Year
Suite # 29 - Ya Zhou Wen Hua	RTU - Gas/ Electric	5-ton	2006	20	2026-30
Suite # 27 - Ya Zhou Wen Hua	RTU - Gas/ Electric	5-ton	2007	19	2026-30
Suite # 22 - MDM Realty Trust	RTU - Gas/ Electric	10-ton	2008	18	2026-30
Penthouse - Ya Zhou Wen Hua	RTU - Gas/ Electric	3-ton	2011	15	2030-35
Suite # 15A,15B,16B,16C – Fairlane Columbia	RTU - Gas/ Electric	15-ton	2012	14	2030-35
Suite # 26Y - Ya Zhou Wen Huar	RTU - Gas/ Electric	10-ton	2012	14	2033

The estimated cost to replace the seven (6) units with 48 tons of cooling capacity with equal capacity heat pump RTU equipment is \$470,000. Under the current of Mass Saves prescriptive incentives, this work would be eligible for approximately for \$75,000 under the current program. These incentives change regularly and may not be available if work is phased-in over a multi-year period.

We recommend that the remaining units be phased out and replaced with high-efficiency heat pumps units as the existing HVAC units reach the end of their lives (typically 20 to 25 years) or when systems are reconfigured and/or upgraded. Potential replacement dates are outlined in Appendix C.

Renewable Energy Potential

The building has almost no rooftop space for photovoltaic systems, due to the layout of the building and the HVAC equipment on the roof. In addition to the footprints of the equipment, much of it is over 8 feet high and shadows the small amount of space that is available for solar panels and inverters.



Purchasing off-site green power via a Power Purchase Agreement (PPA) that meets the City of Cambridge's requirements is not currently a viable option. The building has 42 electric accounts, many of which change with tenant turnover. The aggregate annual building usage, at 1,350 mWh, is relatively low for a custom PPA structure. This may become an option in the near future as vendors develop more products to fit small- and mid-sized commercial customers in Cambridge.

Appendix A: Technology tenant space use – photos and manufacturing narrative.

Photos of Representative “Tech/Laboratory” Tenant Spaces and Equipment



Suite 11B – Amsbio
–80 °C & –20 °C freezer banks



Suite 11B – Amsbio
Ultra-low-temp freezer array



Suite 17B – Factor Bio
Chemical fume hoods



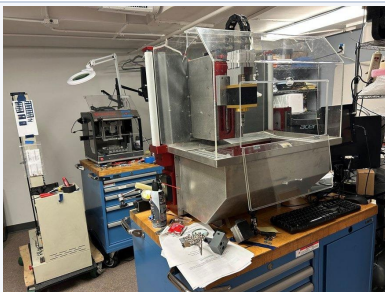
Suite 17B – Factor Bio
Lab freezers



Suite 15A – Factor Bio
HVAC / mechanical room



Suite 15B – Factor Bio
ISO-7 cleanroom lab



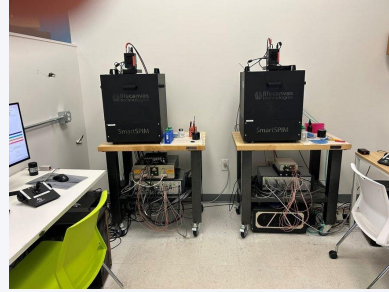
Suite 9 – Fluent
Laboratory equipment



Suite 8 – Kuva
Laboratory equipment



Suite 14A – Life Canvas
Laboratory



Suite 16C – Life Canvas
Laboratory



Suite 16D – Life Canvas
Laboratory



Suite 16E – Life Canvas
Laboratory



Suite 6 – Kuva
Rooftop mechanical / equipment



Suite 11A – Laboratory
Lab / process space

Representative processes occurring inside the LifeCanvas Technologies spaces.

Suite 16C – Server Infrastructure & Manufacturing

This space houses our primary SmartBatch+ (SB+) manufacturing as well as server infrastructure. The servers support ongoing data acquisition, processing, and storage associated with imaging workflows. The computing infrastructure requires continuous (24/7) operation and stable environmental control. Power interruptions or load reductions could result in data loss, system instability, or disruption of active production processes.

Suite 16D – CRO (Contract Research Operations)

This suite is dedicated to contract research services, where the customer's biological samples are processed continuously. Workflows such as tissue processing, staining, clearing, and imaging run over extended periods (often 24–72+ hours) and cannot be interrupted without risking loss of samples and significant rework. These processes are highly time-sensitive and operate continuously, making load reduction impractical.

Suite 16E – Reagent Manufacturing & Fulfillment

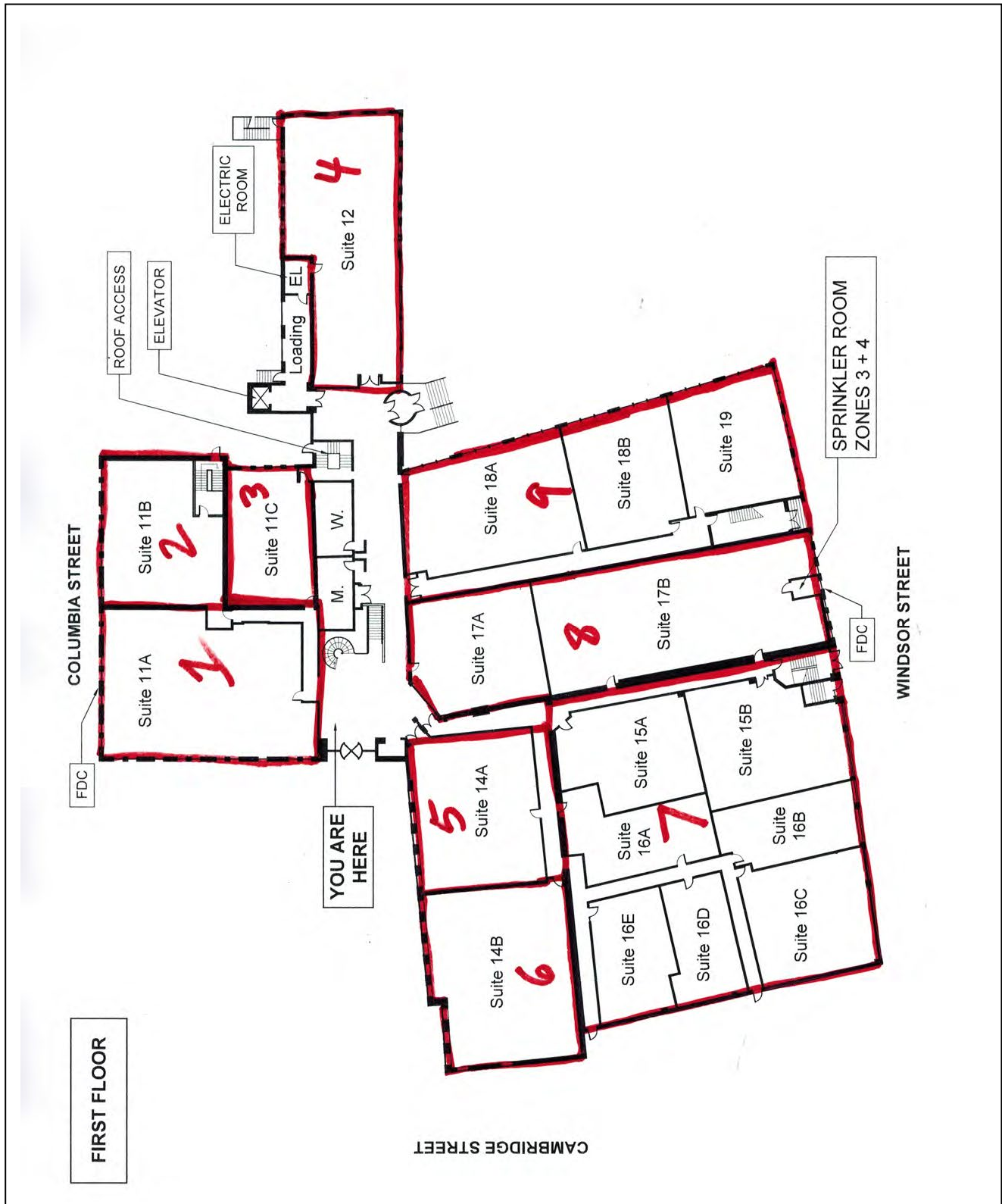
This space is used for reagent production and shipping. The processes involve controlled preparation, storage, and handling of biological/chemical materials, requiring consistent environmental conditions and uninterrupted operation. Similar to manufacturing environments, these processes are standardized and throughput-driven.

Suite 14A – R&D, System Assembly, and Additional Server Infrastructure

This suite supports R&D activities, including development and assembly of SmartSPIM systems, as well as workstation and storage infrastructure. It also contains additional server capacity. These operations require continuous environmental control (including HVAC) to ensure system stability, equipment performance, and data integrity, with many components operating on a 24/7 basis.

Appendix B: Building Layout

Nine separate buildings have been combined into a single building.



Appendix C: List of HVAC equipment and Potential Replacement Phasing

Owner/ Space	Equipment Type	Manufacturer	Manufacture Year	Size
Fairlane Columbia				
Suite # 1 X	Furnace	Daikin	2026	60 kBtu
Suite # 1 X	Coil	Daikin	2026	3-ton
Suite # 1 X	Condenser	Daikin	2025	3-ton
Suite # 1 Y	Furnace	Payne	2003	100 kBtu
Suite # 1 Y	Condenser	Carrier	2017	4-ton
Suite # 1 Z	Furnace	Carrier	2007	120 kBtu
Suite # 1 Z	Condenser	Carrier	2008	4-ton
Suite # 2	Furnace	Bryant	2019	80 kBtu
Suite # 2	Coil	Carrier	2019	5-ton
Suite # 2	Condenser	Goodman	2019	4-Ton
Suite # 3	Electric Heater	Carrier	2010	7.5KW
Suite # 3	Coil	Payne	2010	2-ton
Suite # 3	Condenser	Grandaire	2015	2-ton
Suite # 4	Electric Heater	Carrier	2011	5KW
Suite # 4	Air Handler	Payne	2009	2-ton
Suite # 4	Condenser / Heat Pump	Payne	2009	2-ton
Suite # 4	Electric Heater	Carrier	2009	5KW
Suite # 4	Air Handler	Payne	2010	2-ton
Suite # 4	Condenser / Heatpump	Payne	2011	2-ton
Suite # 4	Air Handler	Mitsubishi	2020	1-ton
Suite # 4	Condenser	Mitsubishi	2020	1-ton
Suite #7	Exhaust	Peerless	2019	100 CFM
Suites # 5 - 8	Furnace	Payne	2018	80 kBTU
Suites # 5 - 8	Coil	Payne	2018	3.5-Ton
Suites # 5 - 8	Condenser	Payne	2018	3.5-Ton
Suite #8	Exhaust	New York	2019	1000 CFM
Suite # 9	Furnace	Bryant	2015	80 kBtu
Suite # 9	Coil	Bryant	2015	3-ton
Suite # 9	Condenser	Bryant	2015	3-ton
Suite # 9	Exhaust	Peerless	2020	1000 CFM
Suite # 10 A	Furnace	Payne	2012	80 kBtu
Suite # 10 A	Coil	Payne	2012	5-ton
Suite # 10 A	Condenser	Payne	2011	5-ton
Suite # 10 B	Air Handler	Mitsubishi	2017	2-ton
Suite # 10 B	Condenser	Mitsubishi	2017	2-ton
Suite # 11 M (Suite 11A)	Air Handler (H & C)	Daikin	2025	4-ton
Suite # 11 M (Suite 11A)	Condenser / Heatpump	Daikin	2025	4-ton
Suite # 11 R (Suite 11B)	Rooftop, Gas / Electric	Carrier	2022	4-ton
Suite # 11 W (Suite 11A)	Rooftop, Gas / Electric	Carrier	2022	6-ton
Suite # 11C	Rooftop , Gas / Electric	Carrier	2016	5-ton

Owner/ Space	Equipment Type	Manufacturer	Manufacture Year	Size
Fairlane Columbia				
Suite # 12 Front	Rooftop, Gas / Electric	York	2021	5-ton
Suite 12 Rear	Air Handler	Carrier	2023	2.5-Ton
Suite 12 Rear	Condenser	Carrier	2023	2.5-Ton
Suite # 14B	Rooftop, Gas / Electric	Carrier	2017	7.5-ton
Suite # 14A	Rooftop, Gas / Electric	Carrier	2017	7.5-ton
Suite # 15A,15B,16B,16C	Rooftop, Gas / Electric	Carrier	2012	15-ton
Suite # 15 A-B	Generator	Cummins	2021	
Suite # 15 A-B	Rooftop (RTU-1)	Addison	2021	30-ton
Suite # 15 A-B	Exhaust Fan	Greenheck	2021	
Suite # 15 A-B	Gas Booster	Etter	2021	400 kBtu
Suites # 16A, 16D,16E	Rooftop, Gas / Electric	Carrier	2014	15-ton
Suite # 17A	Rooftop, Gas / Electric	Carrier	2016	5-ton
Suite # 17B	Gas/EleDual Compressor	Trane	2016	15-ton
Suite # 17B	Gas/Ele Bent Tube Heater	CaptiveAire	2016	
Suite # 18A	Electric	Toshiba/Carrier	2023	8-ton
Suite # 18A	Electric	Toshiba/Carrier	2023	3-Ton
Suite # 18A	Electric	Carrier	2024	5-ton
Suite # 21 A	Rooftop, Gas / Electric	Carrier	2016	10-ton
Suite # 21 B	Rooftop, Gas / Electric	Carrier	2021	5-ton
Suite # 21 D	Air Handler / H & C	Bryant	2017	2.5-ton
Suite # 21 D	Condenser	Bryant	2017	2.5-ton
Suite # 21 E	Rooftop, Gas / Electric	Carrier	2022	4-ton
Christopher Dalmus				
Suite # 18 B	Rooftop, Gas / Electric	York	2006	5-ton
Ya Zhou Wen Hua Enterprises				
Suite # 19	Rooftop, Gas / Electric	Carrier	2019	5-ton
Suite # 26 X	Rooftop, Gas / Electric	Carrier	2014	5-ton
Suite # 26 Y	Rooftop, Gas / Electric	York	2012	10-ton
Suite # 30	Rooftop, Gas / Electric	York	2014	7.5-ton
Penthouse	Rooftop, Gas / Electric	Rheem	2011	3-ton
Suite # 29	Rooftop, Gas / Electric	York	2006	5-ton
Suite # 27	Rooftop, Gas / Electric	York	2007	5-ton
MDM Realty Trust				
Suite # 22	Rooftop, Gas / Electric	York	2008	10-ton
Rana Associates				
Suite # 23 Y	Rooftop, Gas / Electric	Bryant	2015	15-ton
Suite # 23 X	Rooftop, Gas / Electric	Bryant	2015	7.5-ton
G&A Realty Trust				
Suite # 28A	Condenser	Sanyo	2007	2-ton
Suite # 28 A	Rooftop, Gas / Electric	Carrier	2024	7.5-ton
Condo Trust				
1st Floor Common Area	Rooftop, Gas / Electric	Daikin	2025	15-ton
2nd Floor Common Area	Rooftop, Gas / Electric	Carrier	2024	15-ton
	Exhaust	Peerless	2018	1000CFM

HVAC Decarbonization Phasing - 1035 Cambridge St

Scope	Suite	Owner	Equipment Type	Manufacturer	Size	Manufacture Year	Phase	tons	Total Tons
A-coils	Suite # 1 Y	Fairlane Columbia	Furnace	Payne	100 kBtu	2003	2026-30	8	
A-coils	Suite # 1 Z	Fairlane Columbia	Furnace	Carrier	120 kBtu	2007	2026-30	10	
A-coils	Suite # 1 Z	Fairlane Columbia	Condenser	Carrier	4-ton	2008	2026-30	4	
A-coils	Suite # 10 A	Fairlane Columbia	Condenser	Payne	5-ton	2011	2030-35	5	
A-coils	Suite # 10 A	Fairlane Columbia	Coil	Payne	5-ton	2012	2030-35		
A-coils	Suite # 10 A	Fairlane Columbia	Furnace	Payne	80 kBtu	2012	2030-35	6	23
A-coils	Suite # 9	Fairlane Columbia	Furnace	Bryant	80 kBtu	2015	2035-40	6	
A-coils	Suite # 9	Fairlane Columbia	Coil	Bryant	3-ton	2015	2035-40	3	
A-coils	Suite # 9	Fairlane Columbia	Condenser	Bryant	3-ton	2015	2035-40		
A-coils	Suite # 1 Y	Fairlane Columbia	Condenser	Carrier	4-ton	2017	2035-40	4	
A-coils	Suites # 5 - 8	Fairlane Columbia	Coil	Payne	3.5-Ton	2018	2035-40	3.5	
A-coils	Suites # 5 - 8	Fairlane Columbia	Condenser	Payne	3.5-Ton	2018	2035-40		
A-coils	Suites # 5 - 8	Fairlane Columbia	Furnace	Payne	80 kBtu	2018	2035-40		
A-coils	Suite # 2	Fairlane Columbia	Condenser	Goodman	4-Ton	2019	2035-40	4	
A-coils	Suite # 2	Fairlane Columbia	Coil	Carrier	5-ton	2019	2035-40	5	
A-coils	Suite # 2	Fairlane Columbia	Furnace	Bryant	80 kBtu	2019	2035-40		25.5
Upgrade	Suite # 29	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	York	5-ton	2006	2026-30	5	
Upgrade	Suite # 18 B	Christopher Dalmus	Rooftop, Gas / Electric	Carrier	5-ton	2006	2045-50		
Upgrade	Suite # 27	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	York	5-ton	2007	2026-30	5	
Upgrade	Suite # 22	MDM Realty Trust	Rooftop, Gas / Electric	York	10-ton	2008	2026-30	10	
Upgrade	Suite # 4	Fairlane Columbia	Air Handler	Payne	2-ton	2009	2026-30	2	
Upgrade	Suite # 4	Fairlane Columbia	Condenser / Heat Pump	Payne	2-ton	2009	2026-30	2	
Upgrade	Suite # 4	Fairlane Columbia	Electric Heater	Carrier	5KW	2009	2026-30		24
Upgrade	Suite # 3	Fairlane Columbia	Coil	Payne	2-ton	2010	2030-35	2	
Upgrade	Suite # 3	Fairlane Columbia	Electric Heater	Carrier	7.5KW	2010	2030-35		
Upgrade	Suite # 4	Fairlane Columbia	Air Handler	Payne	2-ton	2010	2030-35	2	
Upgrade	Suite # 4	Fairlane Columbia	Condenser / Heatpump	Payne	2-ton	2011	2030-35	2	
Upgrade	Suite # 4	Fairlane Columbia	Electric Heater	Carrier	5KW	2011	2030-35		
Upgrade	Penthouse	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	Rheem	3-ton	2011	2030-35	3	
Upgrade	Suites # 15A, 15B, 16B,16C	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	15-ton	2012	2030-35	15	24
Upgrade	Suite # 26 Y	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	York	10-ton	2012	2035-40	10	
Upgrade	Suites # 16A, 16D,16E	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	15-ton	2014	2035-40	15	
Upgrade	Suite # 26 X	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	Carrier	5-ton	2014	2035-40	5	

HVAC Decarbonization Phasing - 1035 Cambridge St

Scope	Suite	Owner	Equipment Type	Manufacturer	Size	Manufacture Year	Phase	tons	Total Tons
Upgrade	Suite # 30	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	York	7.5-ton	2014	2035-40	7.5	
Upgrade	Suite # 3	Fairlane Columbia	Condenser	Grandaire	2-ton	2015	2035-40	2	
Upgrade	Suite # 23 X	Rana Associates	Rooftop, Gas / Electric	Bryant	7.5-ton	2015	2035-40	7.5	
Upgrade	Suite # 23 Y	Rana Associates	Rooftop, Gas / Electric	Bryant	15-ton	2015	2035-40	15	62
Upgrade	Suite # 11C	Fairlane Columbia	Rooftop , Gas / Electric	Carrier	5-ton	2016	2040-45	5	
Upgrade	Suite # 17A	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	5-ton	2016	2040-45	5	
Upgrade	Suite # 17B	Fairlane Columbia	Gas/EleDual Compressor	Trane	15-ton	2016	2040-45	15	
Upgrade	Suite # 17B	Fairlane Columbia	Gas/Ele Bent Tube Heater	CaptiveAire	400 kBtu	2016	2040-45		
Upgrade	Suite # 21 A	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	10-ton	2016	2040-45	10	
Upgrade	Suite # 10 B	Fairlane Columbia	Air Handler	Mitsubishi	2-ton	2017	2040-45	2	
Upgrade	Suite # 10 B	Fairlane Columbia	Condenser	Mitsubishi	2-ton	2017	2040-45	2	
Upgrade	Suite # 14B	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	7.5-ton	2017	2040-45	7.5	
Upgrade	Suite # 14A	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	7.5-ton	2017	2040-45	7.5	
Upgrade	Suite # 21 D	Fairlane Columbia	Air Handler / H & C	Bryant	2.5-ton	2017	2040-45	2.5	
Upgrade	Suite # 19	Ya Zhou Wen Hua Ent.	Rooftop, Gas / Electric	Carrier	5-ton	2019	2040-45	5	
Upgrade	Suite # 4	Fairlane Columbia	Air Handler	Mitsubishi	1-ton	2020	2040-45	1	62.5
Upgrade	Suite # 12 Front	Fairlane Columbia	Rooftop, Gas / Electric	York	5-ton	2021	2045-50	5	
Upgrade	Suite # 15 A-B	Fairlane Columbia	Rooftop (RTU-1)	Addison	30-ton	2021	2045-50	30	
Upgrade	Suite # 21 B	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	5-ton	2021	2045-50		
Upgrade	Suite # 11 R (Suite 11B)	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	4-ton	2022	2045-50	4	
Upgrade	Suite # 21 E	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	4-ton	2022	2045-50	4	
Upgrade	Suite # 11W (Suite 11A)	Fairlane Columbia	Rooftop, Gas / Electric	Carrier	6-ton	2022	2045-50	6	
Upgrade	Suite # 11 M (Suite 11A)	Fairlane Columbia	Air Handler (H & C)	Daikin	4-ton	2025	2045-50	4	
Upgrade	Suite # 11 M (Suite 11A) Rear	Fairlane Columbia	Condenser / Heatpump	Daikin	4-ton	2025	2045-50	4	
Upgrade	Suite 12 Rear	Fairlane Columbia	Air Handler	Carrier	2.5-Ton	2023	2045-50	2.5	
Upgrade	Suite # 18A	Fairlane Columbia	Electric	Toshiba/Carrier	3-Ton	2023	2045-50	3	
Upgrade	Suite # 18A	Fairlane Columbia	Electric	Toshiba/Carrier	8-ton	2023	2045-50		
Upgrade	Suite # 18A	Fairlane Columbia	Electric	Carrier	5-ton	2024	2045-50	5	
Upgrade	Suite # 28 A	G&A Realty Trust	Rooftop, Gas / Electric	Carrier	7.5-ton	2024	2045-50	7.5	
Upgrade	2nd Flr Common Area	Condo Trust	Rooftop, Gas / Electric	Carrier	15-ton	2024	2045-50	15	
Upgrade	1st Flr Common Area	Condo Trust	Rooftop, Gas / Electric	Daikin	15-ton	2025	2045-50	15	105

Appendix D: Statement of Energy Performance

 LEARN MORE AT energystar.gov	ENERGY STAR® Statement of Energy Performance
N/A	1035 Cambridge Street
ENERGY STAR® Score¹	Primary Property Type: Office Gross Floor Area (ft²): 99,616 Built: 1989
	For Year Ending: December 31, 2025 Date Generated: August 16, 2026

1. The ENERGY STAR score is a 1-100 assessment of a building's energy efficiency as compared with similar buildings nationwide, adjusting for climate and business activity.

Property & Contact Information

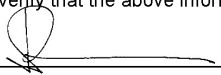
Property Address	Property Owner	Primary Contact
1035 Cambridge Street 1035 Cambridge Street Cambridge, Massachusetts 02141	432 Columbia Street Condominium Trust	Michael Grill, Trustee 432 Columbia Street Condominium Trust
Property ID: 4354242 Cambridge Building Energy Reporting ID: 351-1		mgrill@fairlaneproperties.com

Energy Consumption and Energy Use Intensity (EUI)

Site EUI	Annual Energy by Fuel	Annual Emissions
73.5 kBtu/ft²	Natural Gas (kBtu) 2,720,700 (37%) Electric - Grid (kBtu) 4,603,109 (63%)	Total (Location-Based) GHG Emissions (Metric Tons CO2e/year) 477
Source EUI	National Median Comparison	Green Power
158.1 kBtu/ft²	National Median Site EUI (kBtu/ft²) 54.1 National Median Source EUI (kBtu/ft²) 116.4 % Diff from National Median Source EUI 36%	Green Power – Onsite (kWh) N/A Green Power – Offsite (kWh) 0 Percent of RECs Retained N/A

Signature & Stamp of Verifying Professional

I, Nicholas Hill, verify that the above information is true and correct to the best of my knowledge.

LP Signature:  Date: 8/16/2026

Licensed Professional

Nicholas Hill, CEM, LEED-AP
Needham, MA 02492
617-429-3862
nick@ema-Boston.com



Professional Engineer or Registered
Architect Stamp
(if applicable)