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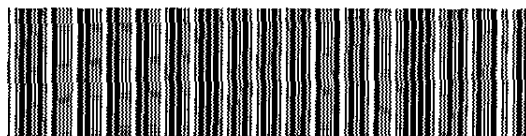
(Document Number)

Certified Copies _____

Certificates of Status _____

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06 AUG -7 AM 7:16

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06 AUG -8 AM 11:41

CLERK OF STATE
TALLAHASSEE, FLORIDA

FILED
06 AUG - 8 AM 11:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TRANSMITTAL LETTER

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

SUBJECT: Rush Realty Trust

Enclosed is an original and one (1) copy of the Declaration of Trust and a check for:

FEES:

Declaration of Trust \$350.00

OPTIONAL:

Certified Copy \$ 8.75

FROM: Clifford J. Lusso

Name (Printed or typed)

2300 Glades Rd. Suite 202W

Address

Boca Raton, FL 33431

City, State & Zip

561-361-1113

Daytime Telephone number

**AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE
TO FILE OR QUALIFY**

Rush Realty Trust

A Massachusetts TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to
Common Law Declarations of Trust, the undersigned, the Chairman of the
Board of Trustees of Clifford J. Lusso, a

Massachusetts (Name of Trust)
Trust hereby affirms in order to file or qualify

(State)
Rush Realty Trust, in the State of Florida.
(Name of Trust)

1. Two or more persons are named in the Trust.
2. The principal address is 288 Walnut St., Suite 240, Newton, MA 02460
3. The registered agent and street address in the State of Florida is:
Clifford J. Lusso, c/o IHS Dialysis, Inc., 2300 Glades Rd., Suite 202W,
Boca Raton, FL 33431
4. Acceptance by the registered agent: Having been named as registered
agent to accept service of process for the above named Declaration of Trust
at the place designated in this affidavit, I hereby accept the appointment as
registered agent and agree to act in this capacity.

Clifford J. Lusso
(Signature of Registered Agent)

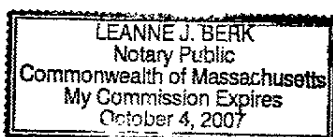
5. I certify that the attached is a true and correct copy of the Declaration of
Trust under which the association proposes to conduct its business in
Florida.

Sherry Berk
NOTARY

Clifford J. Lusso
Name: Clifford J. Lusso
Chairman of the Board of Trustees

Filing Fee: **\$350.00**
Certified Copy: **\$ 8.75 (optional)**

CR2E063(3/00)



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06 AUG -8 AM 11:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

11277 039

NOV 30 12 15 PM '04 150

DECLARATION OF TRUST

ESTABLISHING

RUSH REALTY TRUST

Paul R. Toney
REGISTERCTF
19646
308

Caroline Cantor of Swampscott, Essex County, Massachusetts, hereby declares that any and all property and interest in property that may be acquired hereunder (the "Trust Estate") shall be held by him/her in trust for the sole benefit of the beneficiaries for the time being hereunder upon the terms herein set forth. The term "Trustee" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

1. The trust hereby established may be referred to as Rush Realty Trust. The term "beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustee or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustee. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustee. Any trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee.

2. The Trustee shall hold the principal of this Trust and receive the income therefrom for the benefit of the beneficiaries and shall pay the income to the beneficiaries in proportion to their respective interests at least annually. The Trustee may open, maintain, and, at will, close out any checking and savings accounts and safe deposit boxes in any bank, banks, trust companies, federal savings and loan associations, and other banking, lending or other financial institutions; and the Trustee may deposit funds and other assets of the Trust in such institutions and such safe deposit boxes and may disburse such funds on checks signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do, and may withdraw such funds and other assets on instruments of withdrawal signed by the Trustee or by any person or persons authorized in writing by the Trustee so to do. Each such institution shall honor all checks and other orders so to sign, and permit such person or persons to have access to such safe deposit boxes; and such institutions may rely fully on the Trustee's signed authorization so to do, as filed by the Trustee with said institution.

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3. Except as expressly provided in Paragraphs 2 and 4 hereof, the Trustee shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall have full power and authority, which he/she shall exercise, to sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate (including without limitation the full power and authority to delegate to any person or persons, acting singly or together with others and whether or not serving as a Trustee hereunder) full power and authority to sign checks, drafts, notes, bills of exchange, acceptances, undertakings, and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable (including those drawn to the individual order of a signer, and all waivers of demand, protest, notice of protest or dishonor of any check, note, bill, draft or other instruments made, drawn or endorsed in the name of the Trust) and as lessor or as lessee to execute and deliver leases and subleases, and to borrow money and to execute and deliver notes or other evidence of such borrowing and to grant or acquire rights or easements and enter into agreements or arrangements with respect to the Trust Estate. Any and all instruments executed pursuant to powers herein contained may create obligations extending over any periods of time including periods extending beyond the date of any possible termination of the Trust. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him/her in any personal liability unless first indemnified to his/her satisfaction. Any person dealing with the Trustee shall be fully protected in accordance with the provisions of Paragraph 6 hereof.

4. The Trust may be terminated at any time by one or more of the beneficiaries by notice in writing to the Trustee and the other beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall terminate in any event twenty (20) years from the date hereof. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the beneficiaries as tenants in common in proportion to their respective interests hereunder.

5. Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds. Succeeding or additional Trustees may be appointed or any Trustee removed by an instrument or instruments in writing signed by all the beneficiaries, provided in each case that such instrument or instruments or a certificate by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment the acceptance in writing by the

Trustee or Trustees appointed, shall be recorded with the Registry of Deeds. Upon the appointment of any succeeding Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding Trustee shall have all the rights, powers, authority and privileges as if named as an original Trustee hereunder. No Trustee shall be required to furnish bond. This Declaration of Trust may be amended from time to time by an instrument in writing signed by the beneficiaries and acknowledged by one or more of such Trustees or beneficiaries, provided in each case that the instrument of amendment or a certificate by any Trustee setting forth the terms of such amendment shall be recorded with the Registry of Deeds.

6. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, or other instrument or document executed or action taken by a majority of the persons appearing of record to be Trustees hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the Trustee's execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who are the Trustees or the beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

7. Any person contacting or otherwise dealing in any manner with the Trustee or any agent or representative of the Trust acting within the scope of his/her authority, having a claim of whatever nature against the trust estate shall not hold responsible the Trustee individually nor the beneficiaries of said Trust but shall look only to the Trustee as Trustee and to the Trust Estate. A notice of this limitation of liability shall be inserted in every instrument signed by the Trustee, but the omission thereof shall not constitute a waiver of this provision.

11277 042

and shall not render the Trustee or the beneficiaries individually liable.

5. the term "Registry of Deeds" as used herein shall mean the Suffolk County Registry of Deeds; provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office.

WITNESS the execution hereof under seal at Essex County Massachusetts, by the undersigned this 27th day of Nov 1984

Pauline Stanton
Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Essex ss. Nov 27, 1984
Then personally appeared the above-named and acknowledged the foregoing instrument to be his/her free act and deed before me.

[Signature]
Notary Public
My commission expires Sept 16, 1988

THIS IS A TRUE COPY OF AN INSTRUMENT
RECORDED IN THE SUFFOLK COUNTY
REGISTRY OF DEEDS AT THE BOOK AND
PAGE ON THE FIRST PAGE HEREOF.

ATTEST

Francis M. Roache
FRANCIS M. ROACHE
REGISTER OF DEEDS

JAN 31 2003

RUSH REALTY TRUST

Certificate of Amendment to Declaration of Trust

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF TRUST is made for the purpose of amending the Declaration of Trust (the "Declaration of Trust") of Rush Realty Trust, under a Declaration of Trust dated November 30, 1984 and recorded with the Suffolk County Registry of Deeds at Book 11277, Page 039, in accordance with the provisions of Section 5 of the Declaration of Trust. In connection therewith, the undersigned hereby certifies that the Declaration of Trust has been amended as follows:

1. Section 3 is amended by appending the following text at the end of Section 3:

In addition to those powers given the Trustee elsewhere herein, when, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall in accordance with such direction, also have the power (a) to guarantee obligations of others, including, without limitation, the beneficiaries of the Trust and their affiliates, and to secure such guarantees by mortgages or security interests in the property of the Trust, (b) to execute, acknowledge and deliver such instruments with regard thereto, in such form as the Trustee deems appropriate, and (c) to take any other lawful action with respect to the Trust and any property held by the Trust.

2. Section 4 is deleted in its entirety and the following is inserted in its place:

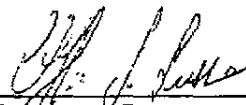
4. The Trust may be terminated at any time by one or more of the beneficiaries by notice in writing to the Trustee and the other beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall have been recorded in a Registry of Deeds. This Trust shall terminate in any event on February 3, 2053. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the beneficiaries as tenants in common in proportion to their respective interests hereunder.

3. Section 6 is deleted in its entirety and the following is inserted in its place:

6. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to

the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, or other instrument or document executed or action taken by any person appearing of record to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the Trustee's execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who are the Trustees or the beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the 3rd day of February, 2003.




Clifford J. Lusso, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex County ss.

Feb 7, 2003

Then personally appeared the above-named Clifford J. Lusso, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me,



Notary Public:
My Commission Expires: 5-28-03

RUSH REALTY TRUST

First Amendment to Declaration of Trust

February 3, 2003

The undersigned, being a Trustee and the sole beneficiary of Rush Realty Trust (the "Trust"), under a Declaration of Trust dated November 30, 1984 and recorded with the Suffolk County Registry of Deeds at Book 11277, Page 039 (the "Declaration of Trust"), having power to amend said Trust pursuant to the terms thereof, hereby amend the Declaration of Trust as follows:

1. Section 3 is amended by appending the following text at the end of Section 3:

In addition to those powers given the Trustee elsewhere herein, when, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall in accordance with such direction, also have the power (a) to guarantee obligations of others, including, without limitation, the beneficiaries of the Trust and their affiliates, and to secure such guarantees by mortgages or security interests in the property of the Trust, (b) to execute, acknowledge and deliver such instruments with regard thereto, in such form as the Trustee deems appropriate, and (c) to take any other lawful action with respect to the Trust and any property held by the Trust.

2. Section 4 is deleted in its entirety and the following is inserted in its place:

4. The Trust may be terminated at any time by one or more of the beneficiaries by notice in writing to the Trustee and the other beneficiaries, if any, but such termination shall only be effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall have been recorded in a Registry of Deeds. This Trust shall terminate in any event on February 3, 2053. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the beneficiaries as tenants in common in proportion to their respective interests hereunder.

3. Section 6 is deleted in its entirety and the following is inserted in its place:

6. No Trustee hereunder shall be liable for any error of judgment nor for any loss arising out of any act or omission in good faith, but shall be responsible only for his/her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser,

transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, or other instrument or document executed or action taken by any person appearing of record to be a Trustee hereunder shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the Trustee's execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action taken is valid, binding, effective and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without further inquiry on a certificate signed by any person appearing from the records of the Registry of Deeds to be a Trustee hereunder as to who are the Trustees or the beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

Except as modified herein, the Trustees and the beneficiary hereby ratify and confirm the Trust.

EXECUTED as a sealed instrument as of the date first set forth above.



Clifford J. Lusso, Trustee



Nelson R. Skaller, Beneficiary

COMMONWEALTH OF MASSACHUSETTS

Middlesex County ss

February 7, 2003

Then personally appeared the above-named Clifford J. Lusso, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me,



Notary Public:

My Commission Expires: 5-28-03

COMMONWEALTH OF MASSACHUSETTS

Middlesex County ss

February 7, 2003

Then personally appeared the above named Nelson R. Shaller and acknowledged the foregoing to be his free act and deed, before me,



Notary Public:

My Commission Expires: 5-28-03

RUSH REALTY TRUST

TRUSTEE'S CERTIFICATE

The undersigned, Clifford J. Lusso, Trustee of Rush Realty Trust, established under Declaration of Trust dated November 30, 1984, recorded with the Suffolk County Registry of Deeds in Book 11277, Page 39 (the "Trust"), hereby certifies as follows:

- a. That Clifford J. Lusso and Caroline Cantor are the sole the Trustees of said Trust;
- b. That said Trust has not been altered, amended, revoked, or terminated;
- c. That pursuant to said Trust, the Trustees have been authorized and directed in writing by the beneficiaries of the Trust to execute and deliver such instruments, documents, and agreements, and to perform such acts, as may be necessary or appropriate to enter into a certain mortgage loan arrangement with Banknorth, N.A., with offices at 370 Main Street, Worcester, Massachusetts 01608 (hereinafter, the "Bank"), in the original principal amount of \$2,590,000 (the "Loan").
- d. The undersigned Trustee has full power and authority pursuant to the terms of the Trust as authorized and directed in writing by the beneficiaries of the Trust to execute such documentation as the Trustee deems necessary in order to effectuate the Loan, and to secure the same, including, without limitation, a Commercial Promissory Note and a Mortgage, Security Agreement and Assignment encumbering the real property known as and located at 288 Walnut Street, Newton, Massachusetts.

EXECUTED this 12th day of March, 2003, to take effect as an instrument under seal.



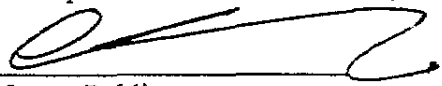
Clifford J. Lusso, Trustee

COMMONWEALTH OF MASSACHUSETTS


_____, ss.

March 12, 2003

Then personally appeared, the above-named Clifford J. Lusso, Trustee as aforesaid, and acknowledged the foregoing instrument to be such person's free act and deed, before me,



Notary Public
My Commission Expires: 5/15/09

RUSH REALTY TRUST

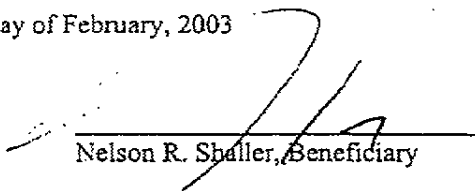
Direction of Sole Beneficiary

The undersigned, being the sole beneficiary of Rush Realty Trust (the "Trust"), under a Declaration of Trust (the "Declaration of Trust") dated November 30, 1984 and recorded with the Suffolk County Registry of Deeds at Book 11277, Page 039, hereby authorizes, instructs and directs as follows:

1. That Clifford J. Lusso be, and he hereby is, appointed as an additional Trustee of the Trust, with full rights, powers, authority and privileges as if named as an original Trustee.
2. That the Trustees, acting jointly or singly, be, and they hereby are, directed to execute, acknowledge and record a Certificate of Appointment of Additional Trustee and Acceptance of Appointment.
3. That the Trustees, acting jointly or singly, be, and they hereby are, directed to execute, acknowledge and record a Certificate of Amendment to Declaration of Trust in order to reflect the First Amendment to Declaration of Trust.

The execution and delivery of any such documents or instruments by the said Trustees shall be conclusive evidence of the authority granted hereby.

WITNESS my hand and seal this 3rd day of February, 2003


Nelson R. Shaller, Beneficiary

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss

February 7, 2003

Then personally appeared the above named Nelson R. Shaller and acknowledged the foregoing to be his free act and deed, before me,



Notary Public:

My Commission Expires: 5-28-03

RUSH REALTY TRUST

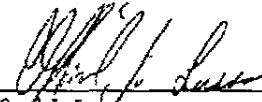
Certificate of Appointment of Additional Trustee and Acceptance of Appointment

Reference is made to the Rush Realty Trust (the "Trust"), under a Declaration of Trust dated November 30, 1984 and recorded with the Suffolk County Registry of Deeds at Book 11277, Page 039 (the "Declaration of Trust").

The undersigned hereby certifies as follows:

1. Pursuant to Section 5 of the Declaration of Trust, all of the beneficiaries of the Trust have executed and acknowledged an instrument in writing appointing Clifford J. Lusso as an additional Trustee of the Trust; and
2. The undersigned hereby accepts such appointment.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal as of the 3rd day of February, 2003.




Clifford J. Lusso

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

2-7, 2003

Then personally appeared the above-named Clifford J. Lusso, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me,



Notary Public:
My Commission Expires: 5-28-03

RUSH REALTY TRUST

SCHEDULE OF BENEFICIAL INTERESTS

The undersigned, Clifford J. Lusso, Trustee of Rush Realty Trust, established under Declaration of Trust dated November 30, 1984, recorded with the Suffolk County Registry of Deeds in Book 11277, Page 39 (the "Trust"), hereby certifies that as of the date hereof the beneficiaries of the Trust, and their respective percentage interests, are as follows:

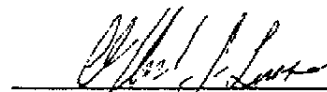
Beneficiary:

Nelson R. Shalter

Percentage Interest:

100 %

EXECUTED this ____ day of March, 2003, to take effect as an instrument under seal.


Clifford J. Lusso, Trustee

FILED
06 AUG -8 AM 11:49
MASSACHUSETTS
SUFFOLK COUNTY

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 12, 2003

Then personally appeared, the above-named Clifford J. Lusso, Trustee as aforesaid, and acknowledged the foregoing instrument to be such person's free act and deed, before me,


Notary Public

My Commission Expires: 5/15/09