

LEASEHOLD CONDOMINIUM MASTER DEED

This MASTER DEED of The Lowell Medical Leasehold Condominium, made as of January 30, 1991,

WITNESSETH THAT:

LGM Medical Building Services, Inc., a Massachusetts business corporation (hereinafter sometimes called the "Declarant"), being the holder of a leasehold interest in certain land and a fee simple interest in certain improvements situated thereon and located in the City of Lowell, Middlesex County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A ("Chapter 183A") of the Massachusetts General Laws and propose to create a condominium to be governed by and subject to the provisions of Chapter 183A; and to that end, it hereby declares and provides as follows:

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1. NAME AND GENERAL DESCRIPTION

The name of the condominium shall be THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM. The condominium consists of a leasehold interest in the "Land" and the fee simple interest in the "Building" as described in Sections 2 and 3 hereof which Land and Building are divided into (a) individual commercial condominium units, as described in Section 4 hereof; and (b) certain common areas and facilities appurtenant to the commercial units, as described in Section 5 hereof.

2. DESCRIPTION OF LAND

The premises which constitute the condominium comprise the land (the "Land") situated on the campus of The Lowell General Hospital in the City of Lowell, Middlesex County, Massachusetts, together with the improvements and building now or hereafter thereon (collectively, the "condominium"), shown as and comprising a lot of approximately 27,762 square feet (the "Lot") on a plan entitled "Master Site Plan of The Lowell Medical Leasehold Condominium, 275 Varnum Ave., Lowell, MA.", Scale 1" = 100' dated August 28, 1990, revised 10/02/90, 11/13/90 and 01/03/91 prepared by Richard F. Kaminski and Associates, Inc., recorded herewith (the "Site Plan") and on ~~Sheet 1 through 4~~, entitled "Floor Plans of The Lowell Medical Leasehold Condominium", dated August 21, 1990, revised

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10/02/90, (collectively, the "Plans"), recorded herewith, and described in, and subject to the rights, easements, reservations and restrictions referred to in Exhibit A.

### 3. DESCRIPTION OF BUILDING

The building (the "Building") now included in the condominium is located on the Lot and consists of (i) a two-story building constructed primarily of structural steel, reinforced concrete foundation and floors, and a single ply membrane balustered roof with a brick and glass facade, the interior of which contains 11 individual condominium units (none of which is designed for occupancy by a family or household). The condominium units contained in the Building are sometimes herein referred to as the "Units". The owners of the Units are sometimes herein referred to individually as a "Unit Owner" or, collectively, as the "Unit Owners".

The location of the Building is shown on the Site Plan.

### 4. DESCRIPTION OF UNITS AND APPURTENANT RIGHTS

#### (A) Description of Units:

The Units in the Building and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, and other descriptive specifications thereof are shown on Sheets 3 through 4 of the Plans and are set forth in Exhibit B.

The boundaries of the Units with respect to the floors, ceilings, roofs, and the walls, doors and windows thereof are as follows:

- (i) Floors: The upper surface of the floor slab, poured topping or structural wood sheathing floor directly below the Unit interior.
- (ii) Ceilings: The plane(s) of the lower surface of the ceiling joists or, in the case of rooms which contain hung ceilings, the plane(s) of the lower surfaces of the sheetrock ceiling or hung ceiling material.
- (iii) Interior Building Walls Separating Units From Other Units or From Common Areas: The plane of the surface facing such Unit of the wall studs or the masonry wall (including within the Unit the thickness of the sheetrock covering such studs or masonry wall).
- (iv) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall

studs or the interior face of the masonry wall; as to doors, the exterior surface thereof and of door glass and door frames; and as to windows, the exterior surface of the glass (or any exterior window assembly, such as screens or storms) and of the window frames.

The exterior of all exterior doors and door frames, door hardware, and the exterior surface of all windows and window frames, of a Unit shall be maintained, repaired, and replaced as necessary, by and at the sole and separate expense and risk of the owner of such Unit containing the same or having the exclusive right and easement to the use thereof as herein provided.

Each Unit includes all non-structural walls within the boundaries of such Unit and all utility lines, pipes, wires, conduits, facilities and services, all vents, ducts, and flues and all building services and equipment to the extent the foregoing are located within and exclusively service such Unit and are not located in any portion of the condominium contributing to the structure or support of the Building.

(B) Appurtenant Rights and Interests of ~~Individual~~ Units:

Subject to and in accordance with the provisions and requirements of this Master Deed and the provisions of the Declaration of Trust of The Lowell Medical Leasehold Condominium Trust (the "Trust"), being the organization of Unit Owners for the condominium referred to in Section 10 hereof, including the By-laws thereof and the rules and regulations promulgated pursuant thereto (including, without limitation, provisions in this Master Deed, the Trust, and said By-laws and/or rules and regulations relating to maintenance, repair and replacement and the assessment of costs therefor), Units shall have the following appurtenant easements, rights and interests:

- (i) For each such Unit, the nonexclusive right and easement, in common with others, to the use of the parking facilities contained on the campus of The Lowell General Hospital (as the same may from time to time be adjusted) as shown and delineated on the Plans and subject to the terms and conditions of a certain ground lease (the "Lease") identified in Section 11 hereof.
- (ii) For each such Unit, the exclusive right and easement to the use of the exterior windows (and, if any, the roof windows therein) which form a part of such Unit, which windows are part of the common areas and are to be maintained and repaired by the Trustees (the "Trustees") of the Trust, with the costs of maintenance and repair thereof to be assessed as a

common expense in accordance with Section 5 hereof and said By-laws:

- (iii) For each such Unit, the exclusive right and easement to the use of all utility lines, pipes, wires, conduits, building services and facilities, vents, ducts and flues which exclusively serve such Unit and which are located outside of such Unit and not within any portion of the condominium contributing to the structure or support of the Building. Such utility lines, etc. are part of the common areas and are to be maintained and repaired by the Trustees with the costs thereof to be assessed as a common expense in accordance with Section 5 hereof and said By-laws.

By acceptance of its unit deed for a Unit (whether or not it is so expressed in such deed), the owner of such a Unit, its successors and assigns, shall be deemed to have covenanted and agreed to pay any of the foregoing charges which are assessable as aforesaid against such Unit and to have suffered a lien upon such Unit on account of any such charge until paid, as more fully set forth in Section 5 hereof.

In addition to and without limiting the appurtenant rights of the Units referred to above, each Unit shall have appurtenant thereto, in common with all other Units, the right and easement to use the common areas and facilities, exercisable subject to and in accordance with the provisions and requirements of this Master Deed and the By-laws of the Trust and the rules and regulations promulgated pursuant thereto, including, without limitation, the provisions of Section 5 of this Master Deed relative to the assessment of charges therefor, subject to the rights of the Declarant reserved or granted herein. Further, each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit C.

#### C. General Provisions

The Unit Owners of any Unit may at any time, and from time to time, change the use and designation of any room or space within such Unit, subject always to the provisions of Sections 5, 7 and 8 hereof; and, subject to the provisions of the next sentence, Unit Owners of any Unit may modify, remove and install interior non-bearing walls lying wholly within such Unit. Any and all work done pursuant to the provisions of the preceding sentence by a Unit Owner shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor, if required by law, and, if by a Unit Owner other than the Declarant, pursuant to plans and specifications which have been submitted to and approved in advance of the commencement of any of such work by the Trustees, which

approval shall not unreasonably be withheld or delayed; provided, however, approval or consent to changes or alterations to the interior portions of Units will not be required if such changes or alterations do not impair the structural integrity of the Building. Any Unit Owner doing such work shall be responsible for any damage to other Units or common areas and facilities caused by or attributable to such work.

All maintenance, repair and replacement required herein to be performed by and at the sole and separate expense of Unit Owners shall be performed and conducted in accordance with the provisions and restrictions set forth herein, and in the Trust and the rules and regulations promulgated pursuant thereto. If the owner of any Unit shall fail or neglect so to maintain, repair and replace any facility or item required herein in a proper manner, or if the owner of any Unit shall fail to perform any other work or take any action required to be done or taken pursuant to this Master Deed, the Trust, or the rules and regulations promulgated pursuant thereto, the Trustees may, but shall not be required to, do so and charge such Unit Owner for the costs thereof, for which such Unit Owner shall be liable in addition to such owner's share of the common expenses and until such charges are paid by such owner, the same shall constitute a lien against such Unit pursuant to the provisions of this paragraph and of Section 6 of said Chapter 183A.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Trustees of the Trust may, in the exercise of their discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those facilities and items which Unit Owners are required herein so to maintain, repair and replace and the Trustees may reasonably regulate and control and make rules relating to the appearance, painting, decorating and utilization of such facilities and items.

5. DESCRIPTION OF COMMON AREAS AND FACILITIES AND ASSESSMENTS THEREFOR

A. Description of the Common Areas and Facilities

The common areas and facilities of the condominium comprise and consist of the following:

- (i) a leasehold interest in the Lot described in Section 2 above as included in the condominium (including the underground passageway connecting the Building to The Lowell General Hospital; provided, however, only that portion of the underground connector consisting of the area between the floor and ceiling of the underground connector structure is included in the Premises; the Landlord reserves all surface land rights), together

with the benefit of and subject to the reservations, restrictions, rights and easements referred to herein and in Exhibit A and subject to the provisions of the Lease.:

- (ii) the foundation, structural columns, girders, beams, supports, exterior walls, interior structural or bearing walls, walls dividing Units from other Units, from common areas and facilities on the exterior of the Building (but not including non-bearing walls within Units), and the roof of the Building;
- (iii) the elevator and the areas shown as "elevator machineroom", "telephone", "hot water heater room", "public bathrooms", "janitor closet" and "telephone booth" on the Plans.
- (iv) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, fire protection systems equipment and other facilities for the furnishing of utilities and services which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve portions of the condominium other than the Unit within which such facilities are contained;
- (v) the yards, lawns, sitting areas, trees and plants, and walkways on the Lot and the improvements thereon and thereof;
- (vi) the entrances, lobbies, elevators, stairwells and hallways of the Building and the fire extinguishers, safety lights, lighting fixtures, security equipment, carpeting, any storage areas not included in any individual Unit, any trash chutes, compactor rooms and other features and facilities therein;
- (vii) any central heating, cooling, ventilating and other equipment and systems of the Building; and
- (viii) all other elements and features of the condominium property, however designated or described, excepting only the Units themselves as herein defined and described.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in Chapter 183A, the owner of each Unit shall have, as appurtenant

to such Unit, the rights and easements, in common with the owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the common areas and facilities of the condominium, such common areas and facilities and such rights and easements being subject always, however, to (i) the easements, reservations, rights and restrictions referred to in Exhibit A, (ii) provisions of the By-laws of the Trust and the rules and regulations promulgated pursuant thereto, and (iii) the provisions of the Lease. The Declarant hereby stipulates that the fee simple interest in the Land is not part of such common areas and facilities.

B. Assessments Relative to the Common Areas and Facilities:

Such common areas and facilities shall be maintained, operated, repaired and replaced as necessary by the Trustees, and all costs and expenses thereof shall be assessed among the Unit Owners under the terms of the Trust and the By-laws thereof according to the following (other than such costs and expenses assessable to particular Unit Owners as set forth in Sections 4(B)(ii) and (iii) hereof):

- (i) Common Areas and Facilities: All costs and expenses incurred in maintenance and operation (including utility and cleaning costs) applicable to the common areas and facilities, and the repair and/or replacement thereof shall be borne solely by the Unit Owners. The percentage share of the costs and expenses referred to in this paragraph for each Unit Owner shall be computed by multiplying the whole of such costs and expenses by such Unit's percentage interest in the common areas and facilities as set forth in Exhibit C (as the same may from time to time be adjusted).

C. GENERAL PROVISIONS

Notwithstanding anything to the contrary contained in this Section 5, such common areas and facilities are subject to: (i) any rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed; (ii) the matters referred to in Exhibit A; and (iii) provisions of the Trust and the By-laws therein and the rules and regulations pursuant thereto.

The Trustees shall have, and are hereby granted, the right of access at all reasonable times to and through each Unit and any common areas and facilities for purposes of operations, inspection, protection, maintenance, repair and replacement of all Units and/or common areas and facilities; and, correction, termination and removal of acts or things which interfere with

the common areas and facilities or are otherwise contrary to or in violation of provisions hereof; and the Trustees may, for such purpose, require each Unit Owner to deposit a key or keys sufficient for access to such Owner's Unit with the Trustees.

Subject to the requirements of Chapter 183A and the Trust, the Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter such common areas and facilities, and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of the Trustees in each instance.

If any portion of such common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of such common areas and facilities now or as a result of settling or shifting of the Building or otherwise, an easement for the encroachment and for the maintenance of the same so long as the Building stands, shall exist. If the Building, any Unit, and any adjoining Unit, or any adjoining part of such common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of such common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of such common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

If the owner of any Unit shall fail to pay or reimburse the Trust for such Unit Owner's share of common expenses assessed against such Unit as set forth in this Section 5, or in any other Section of this Master Deed (including Section 4 hereof relative to assessments against individual Units) or in said By-laws or the rules and regulations promulgated pursuant to the Trust, as applicable, upon assessment therefor by the Trustees, until such share is paid by such Owner, the same shall constitute a lien against such Unit pursuant to the provisions hereof and of Section 6 of Chapter 183A. Without limiting the foregoing, each Unit Owner, by acceptance of the Unit Deed for its Unit, shall irrevocably be deemed to covenant and agree with the Declarant, the Trustees and all other Unit Owners to pay such of the foregoing charges as are assessed upon its Unit and, if not otherwise provided by Section 6 of Chapter 183A, to suffer a lien upon its Unit on account of any such charge until so paid (which lien shall, to the maximum extent possible under law, be enforced in the manner of a Section 6(d) lien under Chapter 183A).



6. PLANS

The Site Plan (~~Sheet 1 of the Plans~~), showing the Building, and the floor plans of the Building and Units included therein (~~Sheets 2 through 4 of the Plans~~), showing the layout, location, Unit designations and dimensions of the Units, and each bearing the verified statement of a registered land surveyor or architect stating that the Plans fully and accurately depict the same as built, are recorded herewith, and consist of the following:

Sheet 1 - Site Plan  
 Sheet 2 - Site Plan  
 Sheet ~~3~~ - Floor Plan  
 Sheet ~~4~~ - Floor Plan

7. USE

The purposes for which the Building, the Units and other facilities are intended to be used are as follows:

A. A Unit Owner shall own, occupy and use the Units only for the purpose of the practice of the Unit Owner's profession that makes the Unit Owner eligible to qualify as a member of the medical staff of The Lowell General Hospital; or, if the Unit Owner is not an individual, the practice of the professions of the Unit Owner's partners, trustees of trusts to which consent has been given by the landlord under and in accordance with subsection 5.1(e) of Article V of the Lease and the beneficiaries thereof satisfying the requirements of such subsection relative to medical staff membership and the like, or shareholders that make them eligible for such qualification. A Unit Owner shall not compete on a commercial basis with the products or services which are now or will be available to outpatients or inpatients in The Lowell General Hospital, its affiliates or successors at any of The Lowell General Hospital's facilities (except to the extent that such products or services are customarily provided by the Unit Owner or successors at any of The Lowell General Hospital's facilities or the Unit Owner's partners, trustees of trusts to which consent has been given by the landlord under and in accordance with subsection 5.1(e) of Article V of the Lease and the beneficiaries thereof satisfying the requirements of such subsection relative to medical staff membership and the like, or shareholders, in the treatment of the Unit Owner's own patients or patients referred to them for consultation), without the prior written consent of The Lowell General Hospital, which consent shall not unreasonably be withheld. The Unit Owner shall comply with all the terms and conditions of the Lease; provided, however, that such Units may be used by the Declarant hereof, for other purposes pursuant to provisions

of the following Section 7B (to the extent permitted by applicable law).

B. Notwithstanding the foregoing provisions of this Section 7, and the provisions of the following Section 8, the Declarant hereof and its affiliates may, for its own account,

- (i) use any Units owned or leased by it as models, medical offices, and/or storage areas or otherwise, for purposes of construction, promotion, meetings, sale or leasing of Units, or for any other lawful purpose including, without limitation, the operation of testing laboratories, a pharmacy, administrative offices, or related uses;
- (ii) reserve any parking spaces for prospective purchasers and/or lessees of unsold Units, or for the Declarant and its affiliates or visitors, lessees and/or employees; and
- (iii) so long as Declarant owns any Unit in the condominium, erect and maintain signs in and on Units owned by Declarant and the common areas and facilities of the condominium.

C. The parking spaces, if any, are intended to be used solely for the parking of private passenger cars and vehicles. The rights of each Unit Owner (other than the Declarant) to the parking space(s) available to the Units are subject to the By-laws contained in the rules and regulations promulgated under the Trust and the Lease and may not be used by any person or entity other than the Unit Owner, its guests, clients, patients, invitees and such lessees and occupants.

#### 8. RESTRICTIONS ON USE

The Units and the common areas and facilities of the Condominium shall be subject to the restrictions that said Units and common areas and facilities shall be used solely for the commercial purposes set forth in Paragraph A of Section 7 hereof; provided, however, that the provisions of this paragraph are subject to the rights of the Declarant set forth in Paragraph B of Section 7 hereof.

The Units shall be subject to the further restrictions that all lease and occupancy agreements for any Unit shall be in writing and, no such Unit shall be rented, let, leased or licensed or otherwise made available for use or occupancy by others than the Unit Owners thereof except for periods of not less than one (1) month or (other than the sublease by the Declarant to a Unit Owner of a subleasehold interest under the Lease incident to such Unit Owner's purchase of a Unit),

without the prior written approval of the Trustees, for more than one (1) year (inclusive of any renewals or extensions thereof). Notwithstanding such rental, letting, leasing or licensing, Unit Owners shall remain liable and responsible for compliance by the occupants of their Units with the provisions of this Master Deed, the Trust and the rules and regulations pursuant thereto, including timely payment of all charges in respect of their Units assessed by the Trustees in accordance therewith. Those persons to whom such Units are rented, let, leased or licensed must comply with the By-laws and the rules and regulations of the Trust. As stated aforesaid, the provisions of this Paragraph are subject to the rights of Declarant set forth in Paragraph B of Section 7 hereof.

The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon, or attached to any such Unit, or any part thereof, no addition to or change or replacement of any exterior light fixture, door knocker or other exterior hardware shall be made, and no painting, attaching decoration, or other decoration shall be done on any exterior part or surface of any Unit, nor on the interior surface of any window, but all windows must have curtains, draperies, shades, or the like. This paragraph shall not be applicable to Units owned by the Declarant and its affiliates.

All Units shall be heated at all times so as to maintain minimum temperatures in such Units of 45° so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit owner fails to maintain a 45° temperature as aforesaid, the Trustees shall have the right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by the failure to maintain the temperature aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to this paragraph and Section 6 of Chapter 183A.

Said restrictions: (a) shall be for the benefit of the owners of all the Units, and the Trustees of the Trust as the persons in charge of the common areas and facilities; (b) shall be enforceable solely by the Trustees; and (c) shall, insofar as permitted by law, be perpetual, and to that end, may be extended by the Trustees 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 8 except such as occur during such Unit Owner's Unit ownership thereof.

9. AMENDMENT

This Master Deed may be amended by an instrument in writing: (a) signed by the owners of Units entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities; and (b) signed and acknowledged by a majority of the Trustees; and (c) duly recorded with the Middlesex North Registry of Deeds; PROVIDED, HOWEVER, that:

A. The date on which such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless that same has been so recorded within six (6) months after such date.

B. No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner(s) of the Units so altered and the holder of record of any first mortgage on such Unit.

C. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all of the Units and the holders of record of all first mortgages on the Units and said instrument is therein designated as an Amended Master Deed.

D. No instrument or amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon (which is "listed" as defined in Article V, Section 5 of the Trust) shall be of any force or effect unless the same has been assented to by such holder.

E. Nothing in this Section 9 contained, and no amendment adopted pursuant hereto, shall be deemed or construed to vitiate or impair the rights conferred upon the Declarant in and by Section 7B and other provisions of this Master Deed.

F. No instrument or amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

G. Anything herein to the contrary notwithstanding, but subject to applicable law, the consent of holders of listed first mortgages on Units entitled to at least fifty-one percent (51%) of the undivided interest in the common areas and facilities held by Units subject to listed first mortgages shall be required for any material amendment of or addition to the provisions of this Master Deed that establishes, provides for, regulates, or governs any of the following:

- a. Voting;
- b. Assessments, assessment liens, or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas and facilities;
- d. Insurance or fidelity bonds;
- e. Rights to the use of the common areas and facilities;
- f. Responsibility for maintenance and repair of the several portions of the condominium;
- g. Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- h. Boundaries of any Unit;
- i. Convertibility of Units into common areas or of common areas into Units;
- j. Leasing of Units;
- k. Imposition of any restrictions on the right of a Unit Owner to sell or transfer such Unit Owner's Unit;
- l. A decision by the Trustees to establish self management when professional management is required by a listed holder of record of a first mortgage on a Unit;
- m. Any provisions that are for the express benefit of Unit first mortgage holders of record, including governmental insurers or governmental guarantors of first mortgages on Units;
- n. Any action to terminate the legal status of the condominium as a condominium after substantial destruction or condemnation occurs;
- o. Reallocation of the undivided interest of each Unit in the common areas and facilities or rights to their use; or
- p. Restoration or repair of the condominium (after a hazard damage or partial condemnation) in a

manner other than that specified in the Master Deed and the Trust.

Anything herein to the contrary notwithstanding, but subject to applicable law, the consent of holders of listed first mortgages on Units entitled to at least sixty-seven percent (67%) of the undivided interest in the common areas and facilities held by Units subject to listed first mortgages shall be required to terminate the legal status of the condominium as a condominium for any reasons other than substantial destruction or condemnation of the condominium.

Any consent of holders of first mortgages on Units required under this Section 9 or under any provision of this Master Deed shall not be unreasonably withheld or delayed, and failure of any such holder who receives a written request for such consent to deliver or mail a response thereto within thirty (30) days shall be deemed to be the giving of such consent by such holder. The consent of such holders shall be recited in any instrument of amendment requiring the same.

Notwithstanding the foregoing provisions of this Section 9, or any other provision to the contrary contained in this Master Deed, the Declarant reserves and shall have the right at any time and from time to time until the Declarant no longer owns any Unit, to amend, alter, add to or change this Master Deed without the consent of any Trustee, Unit Owner or Unit mortgage holder, by instrument in writing signed and acknowledged by the Declarant and duly recorded with said Registry of Deeds, for the specific purposes of (i) making minor, clerical, or factual corrections to the provisions of this Master Deed, including, without limitation, the Plans and provisions relating to the appurtenances to, or descriptions or undivided interests in the common areas and facilities of, any one or more Units; or (ii) bringing this Master Deed into compliance with Chapter 183A to the extent of any noncompliance.

10. THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM TRUST

The Trust through which the Unit Owners will manage and regulate the condominium established hereby is The Lowell Medical Leasehold Condominium Trust under a Declaration of Trust of even date and record herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder as set forth in Exhibit C. The original and present Trustees thereof are Normand E. Deschene, Laurie A. Cowan and Theodore Feinson.

The Trustees have enacted By-laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with the provisions of Chapter 183A.

**11. CONSENT OF LANDLORD TO CONDOMINIUM**

The Land is the subject of a certain Lease of even date herewith (the "Lease") under which The Lowell General Hospital is the Landlord and the Declarant is the Tenant. The Lease is the subject of a Notice of Lease of even date and record herewith. A copy of the complete Lease is available for inspection at the Landlord's place of business at 295 Varnum Avenue, Lowell, Massachusetts.

The Lease is scheduled to expire on January 29, 2020 (the "Expiration Date"). Upon the Expiration Date (or at any time), the Tenant (which, for purposes of this Section, includes any Unit Owner) shall have no right to redeem the reversionary interest in the condominium premises. Upon the expiration date or any other time that the Lease is terminated, the Tenant shall have no right to remove any improvements located on the condominium premises with the exception of personal property placed on the condominium premises by the Tenant. There are no rights of renewal or extension under the Lease.

**12. MISCELLANEOUS**

A. The Units and the common areas and facilities, and the Unit Owners and the Trustees of the Trust shall have the benefit of and be subject to the provisions of Chapter 183A, and in all respects not specified in this Master Deed or in said Declaration of Trust and the By-laws set forth therein, shall be governed by provisions of 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 improvement and rebuilding of common areas and facilities, and with respect to removal of the condominium premises or any portion thereof from the provisions of Chapter 183A. In case any of the provisions of this Master Deed conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

B. In the event there are unsold Units, the Declarant shall have the same rights and obligations as owner of unsold Units as any other Unit owner (except as may otherwise be specifically provided herein).

C. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein as set forth in said Section 1.

D. 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 nor the intent of any provision hereof.

E. Reference in this Master Deed to the Declarant shall mean LGH Medical Building Services, Inc. and its successors and assigns. The Declarant specifically reserves the right to assign all of its right, title and interest hereunder, provided that any such successor to the Declarant assumes and agrees to be bound by all of the obligations of the Declarant set forth in this Master Deed.

F. 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.

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

H. See Exhibits A, B and C attached hereto and a part hereof.

IN WITNESS WHEREOF, the undersigned LGH Medical Building Services, Inc. has caused this Master Deed to be executed as of the day and year first above written.

LGH MEDICAL BUILDING SERVICES, INC.

By: Robert A. Donovan  
Robert A. Donovan, President

By: Nicholas J. Agloro, Jr.  
Nicholas J. Agloro, Jr., Treasurer

(The assent to the submission of said premises to the provisions of Massachusetts General Laws Chapter 183A is hereby granted by The Lowell General Hospital pursuant to Massachusetts General Laws Chapter 183A, Section 2.

(THE LOWELL GENERAL HOSPITAL

( By: Robert A. Donovan  
( Robert A. Donovan, President

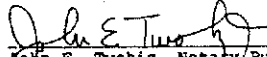
( By: Nicholas J. Agloro, Jr.  
( Nicholas J. Agloro, Jr., Treasurer



COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF *Middlesex* ) ss

January 30, 1991

Then before me personally appeared the above-named Nicholas J. Arloro, Jr. to me personally known, who, being by me duly sworn, did say that he is the Treasurer of LGH Medical Building Services, Inc. and did acknowledge the foregoing instrument to be his free act and deed as Treasurer.

  
John E. Twohig, Notary Public  
My commission expires: 2/20/92

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF *Middlesex* ) ss

January 30, 1991

Then before me personally appeared the above-named Nicholas J. Arloro, Jr. to me personally known, who, being by me duly sworn, did say that he is the Treasurer of The Lowell General Hospital and did acknowledge the foregoing instrument to be his free act and deed as President.

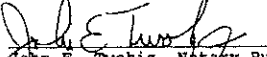
  
John E. Twohig, Notary Public  
My commission expires: 2/20/92

EXHIBIT "A"

LEGAL DESCRIPTION

A certain parcel of land situated in Lowell, Middlesex County, Massachusetts, bounded and described as follows:

A parcel of land located in the City of Lowell, County of Middlesex, Massachusetts being situated northerly of Varnum Avenue, but not contiguous thereto, and shown as "Lease Area" on plans entitled:

Master Site Plan of the Lowell Medical Leasehold Condominium, 275 Varnum Avenue, Lowell, MA, dated August 28, 1990, revised October 2, 1990, November 13, 1990 and January 3, 1991, by Richard F. Kaminski and Associates, Inc. Sheets 1 and 2.

Floor Plans of the Lowell Medical Leasehold Condominium, No. 275 Varnum Avenue, Lowell, MA, dated August 21, 1990, revised October 2, 1990, by Richard F. Kaminski and Associates, Inc. Sheets 1 and 2.

Contained within the Lease Area is an underground tunnel. The limits of the condominium are as horizontally described above and contained within the elevations depicted in Sections A & B Sheet 2 of the above referenced Floor plans.

The premises are subject to, and have the benefit of:

- 1) Title to and rights of the public and others entitled thereto in and to those portions of the premises lying within the bounds of Varnum Avenue, Flagg Meadow Brook also known as Flaggy Meadow Brook, Woodward Avenue, Berry Road, Paul Street and adjacent streets and ways.
- 2) Rights of upper and lower riparian owners in and to the waters of the Flagg Meadow Brook, also known as Flaggy Meadow Brook and their natural flow.
- 3) Terms and provisions of a boundary line agreement by and between The Lowell General Hospital, Caroline E. Sturtevant and Mary L. Bugbee dated September 25, 1914, recorded with Middlesex North District Registry of Deeds in Book 529, Page 530.
- 4) Taking by the City of Lowell for the Woodward Avenue sewer dated June 19, 1914, recorded with said Deeds in Book 531, Page 435.
- 5) Rights and easements granted by Lowell General Hospital to The Lowell Electric Light Corporation dated May 17, 1928, recorded with said Deeds in Book 763, Page 487 and shown on plan recorded with said Deeds in Plan Book 52, Page 8a.
- 6) Title to premises conveyed by Lowell General Hospital in the following deeds:
  - a) Deed to City of Lowell dated March 26, 1951, recorded with said Deeds in Book 1168, Page 71;  
and

- b) Deed to Commonwealth of Massachusetts. Department of Mental Health dated September 7, 1962, recorded with said Deeds in Book 1575, Page 543.
- 7) Terms and provisions of conditions and option set forth in deed by Lowell General Hospital to Commonwealth of Massachusetts, Department of Mental Health dated September 7, 1962, recorded with said Deeds in Book 1575, Page 543.
- 8) Terms and provisions of conditions set forth in a deed from Lowell General Hospital to City of Lowell dated March 26, 1951, recorded with said Deeds in Book 1168, Page 71.
- 9) Terms and provisions of special permit granted by the City of Lowell Board of Appeals to Lowell General Hospital in Report #4400, Notice of which is dated July 6, 1989 and recorded with said Deeds 4942, Page 37.
- 10) Condition set forth in deed from James K. Fellow to Lowell General Hospital dated October 8, 1891, recorded with said Deeds in Book 227, Page 199.
- 11) Terms and provisions of rights and easement set forth in deed from Charles Ayer and Frederick Ayer, Jr., as Trustees of Ledyard Realty Trust to Lowell General Hospital dated July 11, 1947, recorded with said Deeds in Book 1082, Page 108.
- 12) Terms and provisions of the Lease by and between The Lowell General Hospital, as Landlord and LGH Medical:

Building Services, Inc., as Tenant, dated January 30, 1991 creating the leasehold estate in the land; notice of which is dated January 30, 1991 to be recorded herewith, as affected by certain Subleases by LGH Medical Building Services, Inc.

- 13) Terms and provisions of a Bill of Sale by The Lowell General Hospital to LGH Medical Building Services, Inc. dated January 30, 1991, to be recorded herewith.
- 14) Such state of facts as disclosed by a plan entitled "Master Site Plan of The Lowell Medical Leasehold Condominium at 275 Varnum Ave., Lowell, MA", dated August 28, 1990, revised October 2, 1990, November 13, 1990 and January 3, 1991, prepared by Richard F. Kaminski and Associates, Inc., Engineers, Architects, Land Planners, Surveyors, recorded herewith.
- 15) Such state of facts as disclosed on a plan entitled "Plan of Land Prepared for Lowell General Hospital in Lowell, MA.", by Richard F. Kaminski and Associates, Inc., Engineers, Architects, Land Planners, Surveyors, dated October 22, 1990, revised November 8, 1990 and January 3, 1991.
- 16) Terms and provisions of an Order of Conditions issued by the Lowell Conservation Commission to Universal Medical Buildings and Lowell General Hospital (DEQE File No. 206-325) dated September 6, 1989, recorded with the Middlesex North District Registry of Deeds in Book 5011, Page 275, as affected by a Certificate of Compliance dated October 18, 1990 recorded with said Deeds in Book 5399, Page 247.

17) Terms and provisions of decisions by the Board of Appeals of the City of Lowell, Notices of which are dated and recorded with the Middlesex North District Registry of Deeds as follows:

- a) Case #1606. Notice of which is dated January 14, 1970 and recorded in Book 5375, Page 181.
- b) Case #2155. Notice of which is dated June 9, 1976, and recorded in Book 5375, Page 185.
- c) Case #2335, Notice of which is dated May 25, 1978 and recorded in Book 5375, Page 190.
- d) Case #2597. Notice of which is dated September 3, 1981 and recorded in Book 5375, Page 194.

EXHIBIT B  
DESCRIPTION OF UNITS

| <u>Unit Number</u> | <u>Approximate Area of Unit In Square Feet</u> | <u>Number of Rooms</u>                          | <u>Adjacent Unit(s)</u> | <u>Nearest Common Area To Which Unit Has Access</u> |
|--------------------|--|---|-------------------------|---|
| 101                | 1,802  | 4 Exam<br>2 Consult<br>1 Procedure<br>1 Toilet  | 102                     | Corridor  |
| 102                | 2,429  | 5 Exam<br>2 Consult<br>1 Procedure<br>2 Toilet  | 101<br>106              | Corridor  |
| 103                | 1,303  | 3 Exam<br>1 Procedure<br>1 Consult<br>1 Toilet  | 107                     | Corridor  |
| 106                | 1,013  | 3 Consult<br>1 Toilet                           | 102<br>108              | Corridor  |
| 107                | 1,449  | 3 Exam<br>1 Procedure<br>1 Consult<br>1 Toilet  | 103                     | Corridor  |
| 108                | 1,511  | 2 Exam<br>1 Consult<br>2 Toilet<br>1 Procedure  | 106                     | Corridor  |
| 201                | 3,838  | 8 Exam<br>1 Procedure<br>4 Consult<br>3 Toilets | 204                     | Corridor  |
| 203                | 1,461  | 3 Exam<br>2 Consult<br>1 Toilet                 | 207                     | Corridor  |
| 204                | 1,775  | 5 Exam<br>2 Consult<br>1 Toilet                 | 201<br>208              | Corridor  |
| 207                | 1,662  | 3 Exam<br>1 Procedure<br>1 Consult<br>1 Toilet  | 203                     | Corridor  |
| 208                | 1,420  | 3 Exam<br>1 Consult<br>2 Toilet                 | 204                     | Corridor  |

## EXHIBIT C

THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM  
PERCENTAGE INTEREST IN COMMON AREAS PER UNIT

| <u>Unit</u> | <u>Square Feet</u> | <u>Percentage Interest<br/>in Common Areas</u> |
|-------------|--------------------|--|
| 101         | 1,802              | 9.1644   |
| 102         | 2,429              | 12.3532  |
| 103         | 1,303              | 6.6267   |
| 106         | 1,013              | 5.1518   |
| 107         | 1,449              | 7.3692   |
| 108         | 1,511              | 7.6845   |
| 201         | 3,838              | 19.5188  |
| 203         | 1,461              | 7.4302   |
| 204         | 1,775              | 9.0271   |
| 207         | 1,662              | 8.4524   |
| 208         | <u>1,420</u>       | <u>7.2217</u>                                  |
|             | <u>19,663</u>      | <u>100.00003</u>                               |





Bk: 16042 Pg: 155 Page: 1 of 13  
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13

**AMENDMENT TO MASTER DEED OF THE  
LOWELL MEDICAL LEASEHOLD CONDOMINIUM**

The undersigned are unit owners and mortgagees of units at The Lowell Medical Leasehold Condominium (the "Condominium") holding at least 75% in interest of the common areas and facilities of the Condominium, and at least 75% of the vote of the Lowell Medical Leasehold Condominium Trust. The undersigned desire to amend the Master Deed of the Condominium, recorded with Middlesex North District Registry of Deeds at Book 5441, Page 164 (the "Master Deed"). The undersigned hereby amend the Master Deed as follows:

- (1) The plans attached hereto and recorded herewith entitled "The Lowell Medical Leasehold Condominiums, MOB @ Lowell General Hospital, Address: 295 Varnum Avenue Lowell, MA 01854-2193," consisting of three sheets, prepared by JACA Inc., Architects, 320 Libbey Industrial Parkway, Weymouth, Massachusetts 02189, are substituted for the Floor Plans of Units No. 101 and 102, recorded with the original Master Deed and with the original Unit Deeds.
- (2) The layouts and descriptions of Unit Nos. 101 and 102 are hereby amended to create two new separate and distinct Units, now known and numbered as Units 101A and 102A. The approximate area of Unit No. 101A shall be 2,097 square feet, as shown on the above-referenced Condominium Unit Plan, and the approximate area of Unit No. 102A shall be 2,083 square feet, as shown on said Condominium Unit Plan.
- (3) The description of Unit No. 101A and Unit No. 102A and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, and other descriptive specifications thereof are shown on the Plans to be recorded herewith.

The boundaries of the said Units with respect to the floors, ceilings, roofs and the walls, doors and windows thereof shall be determined by the descriptions and provisions set forth in Section 4(A) (i), (ii), (iii) and (iv) and continuing through the last sentence of such Section 4(A).

Exhibit B of the Master Deed of The Lowell Medical Leasehold Condominium, which contains a Description of all of the Units thereof, shall be amended to delete the reference therein to Unit No. 101 and Unit No. 102, and to substitute therefor the newly created Units, as follows:

*Property Address 295 Varnum Ave. Lowell*

*Property Address*

*BR 5441 pg 164 2003 Master Deed*

*Box 27*

| <u>UNIT</u> | <u>APPROXIMATE<br/>AREA OF UNIT<br/>IN SQUARE FEET</u> | <u>NUMBER<br/>OF ROOMS</u>   | <u>ADJACENT<br/>UNIT(S)</u> | <u>NEAREST COMMON<br/>AREA TO WHICH<br/>UNIT HAS ACCESS</u> |
|-------------|--|--|-----------------------------|---|
| 101A        | 2,097  | 4 Exam<br>1 MD Office<br>1 Records<br>1 Waiting Room<br>1 Storage<br>1 Toilet<br>1 Reception   | 102A                        | Corridor  |
| 102A        | 2,083  | 6 Exam<br>1 Lab<br>1 Toilet<br>1 Coat room<br>1 Billing room<br>1 Copy/Fax room<br>1 Office<br>1 Reception/Waiting Area<br>2 Office or Kitchen Areas | 101A<br>106                 | Corridor  |

(4) Exhibit C of the Master Deed of The Lowell Medical Leasehold Condominium, which sets forth the PERCENTAGE INTEREST IN COMMON AREAS PER UNIT, shall be amended to delete the reference therein to Unit No. 101 and Unit No. 102, and to substitute therefor the newly created Units, as follows:

| <u>UNIT</u> | <u>SQUARE FEET</u> | <u>PERCENTAGE INTEREST<br/>IN COMMON AREA</u> |
|-------------|--------------------|---|
| 101A        | 2,097              | 10.7953                                       |
| 102A        | 2,083              | 10.7223                                       |

The within Amendment does not affect the percentage interests of any Units of the Condominium, except to reapportion the percentage interests of Units 101A and 102A as provided above.

The undersigned, The Lowell General Hospital, being the present owner of Unit No. 101 and Unit No. 102, for itself and its successors in title to Unit No. 101 and Unit No. 102, consents to the foregoing and expressly covenants and agrees with the Board of Directors of Lowell Medical Leasehold Condominium Association, and their successors, that the provisions of this Amendment to Master Deed establish and constitute an integral part of the description of Unit No. 101A and Unit No. 102A, shall run with the land, and shall not be waived, released or modified except by a duly adopted and recorded Amendment to the Master Deed.

Except as hereby amended, the Master Deed shall remain the same and in full force and effect.

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the eighth day of August, 2003.

Unit Nos.

Unit Owner(s)

101, 102, 103  
107, 204, 207

The Lowell General Hospital

By: *Norman E. Deschene*  
Norman E. Deschene, President  
Duly Authorized

By: *Richard J. Gote*  
Richard J. Gote, Treasurer

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

Then personally appeared before me, Norman E. Deschene, President, and acknowledged the foregoing instrument to be the free act and deed of The Lowell General Hospital, before me,

*John C. Deveau*  
- Notary Public  
My Commission Expires:



**JOHN C. DEVEAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**

Unit No.

108

Rekha Bains  
Rekha Bains

Commonwealth of Massachusetts

Middlesex, ss

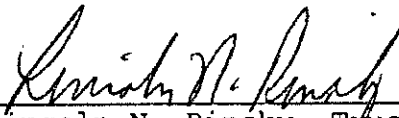
August 5, 2003


Then personally appeared the above-named Rekha Bains, and acknowledged the foregoing instrument to be his/her free act and deed, before me,

John C. Deveau  
- Notary Public  
My Commission Expires:  
**JOHN C. DEVEAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**

Unit No.

201

  
\_\_\_\_\_  
Lincoln N. Pinsky, Trustee  
Hillcrest Medical Realty Trust  
u/d/t dated August 27, 1990  
and recorded with said Registry  
At Book 5441, Page 275

  
\_\_\_\_\_  
Henry R. Lyke, Trustee  
Hillcrest Medical Realty Trust  
u/d/t dated August 27, 1990  
and recorded with said Registry  
at Book 5441, Page 275

Assented to:  
Enterprise Bank and Trust  
Company, Mortgagee


By: \_\_\_\_\_  
It's \_\_\_\_\_, Duly authorized

Commonwealth of Massachusetts

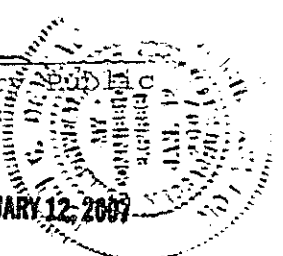
Middlesex, ss

August 12, 2003

Then personally appeared the above-named *Lincoln Pinsky*  
and acknowledged the foregoing instrument to be his/her free act  
and deed, before me,

  
\_\_\_\_\_  
- Notary Public  
My Commission Expires:

**JOHN C. DEVAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**



Unit No.

201

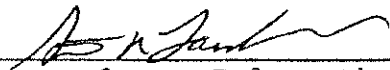
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Lincoln N. Pinsky, Trustee  
Hillcrest Medical Realty Trust  
u/d/t dated August 27, 1990  
and recorded with said Registry  
At Book 5441, Page 275

---

Henry R. Lyle, Trustee  
Hillcrest Medical Realty Trust  
u/d/t dated August 27, 1990  
and recorded with said Registry  
at Book 5441, Page 275

Assented to:  
Enterprise Bank and Trust  
Company, Mortgagee

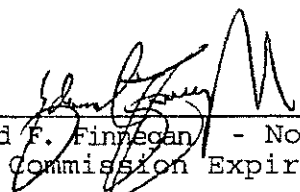
By:   
It's SVP, Duly authorized  
Senior Vice President

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

Then personally appeared before me, Steven R. Larochelle, Senior  
Vice President, and acknowledged the foregoing instrument to be the  
free act and deed of Enterprise Bank & Trust Company, before me,

  
Edward F. Finnegan - Notary Public  
My Commission Expires: 9/6/07

Unit No.

203

Mary Ellen Walek  
Mary Ellen Walek, trustee of  
The JMW Realty Trust, u/d/t  
dated August 17, 2001 and  
recorded with Middlesex North  
District Registry of Deeds at  
Book 12017, Page

Assented to:  
Enterprise Bank and Trust  
Company, Mortgagee

By: \_\_\_\_\_  
It's \_\_\_\_\_, Duly authorized

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

Then personally appeared the above-named Mary Ellen Walek,  
trustee, and acknowledged the foregoing instrument to be her free  
act and deed, before me,

John C. Deveau  
- Notary Public  
My Commission Expires: \_\_\_\_\_

**JOHN C. DEVEAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**

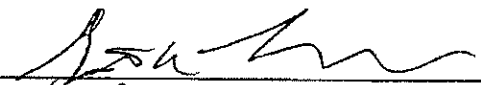


Unit No.

203

Mary Ellen Walek, trustee of  
The JMW Realty Trust, u/d/t  
dated August 17, 2001 and  
recorded with Middlesex North  
District Registry of Deeds at  
Book 12017, Page

Assented to:  
λ Enterprise Bank and Trust  
Company, Mortgagee

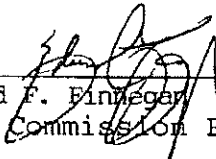
By:   
It's SVP, Duly authorized  
Senior Vice President

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

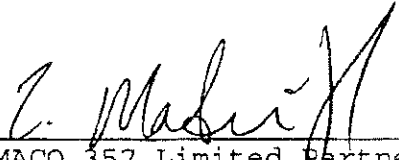
Then personally appeared before me, Steven R. Laroche, Senior  
Vice President, and acknowledged the foregoing instrument to be the  
free act and deed of Enterprise Bank and Trust Company, before me,

  
Edward F. Finnegan, Notary Public  
My Commission Expires: 9/6/07



Unit No.

208


  
\_\_\_\_\_  
MACO 357 Limited Partnership  
By: Carlos A. Madrid  
General Partner

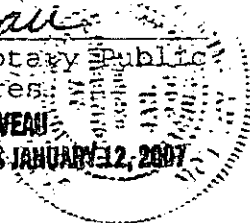
Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

Then personally appeared the above-named Carlos A. Madrid, General Partner, and acknowledged the foregoing instrument to be his free act and deed, before me,

  
\_\_\_\_\_  
- Notary Public  
My Commission Expires  
**JOHN C. DEVEAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**



ASSENTED TO:

The Lowell General Hospital

By: *Norman E. Deschene*  
 Norman E. Deschene, President  
 Duly Authorized  
 Landlord under a certain Lease  
 by and between The Lowell  
 General Hospital and LGH  
 Medical Building Services,  
 Inc. dated January 30, 1991  
 See Memorandum of Lease  
 Recorded with said Registry  
 at Book 5441, Page 154

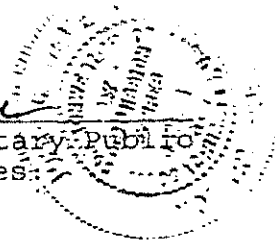
By: *Richard E. Jeffete*  
 Richard Jeffete, Treasurer

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

Then personally appeared before me, Norman E. Deschene, President, and acknowledged the foregoing instrument to be the free act and deed of The Lowell General Hospital, before me,

*John C. Deveau*  
 - Notary Public  
 My Commission Expires: 

**JOHN C. DEVEAU  
MY COMMISSION EXPIRES JANUARY 12, 2007**

LGH Medical Building Services,  
Inc.

By: 


Duly Authorized  
Tenant under Lease Agreement  
as aforesaid

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

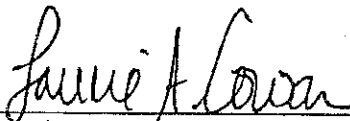
Then personally appeared before me,  
and acknowledged the foregoing instrument to be the free act and  
deed of LGH Medical Building Services, Inc., before me,

  
- Notary Public  
My Commission Expires

**JOHN C. DEVEAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**

The Lowell Medical Leasehold  
Condominium Trust

\_\_\_\_\_  
Norman E. Deschene, Trustee

  
\_\_\_\_\_  
Laurie A. Cowan, Trustee

Commonwealth of Massachusetts

Middlesex, ss

August , 2003

Then personally appeared the above-named Norman E. Deschene,  
Trustee, and acknowledged the foregoing instrument to be his free  
act and deed, before me,

\_\_\_\_\_  
- Notary Public  
My Commission Expires:

The Lowell Medical Leasehold  
Condominium Trust



Norman E. Deschene, Trustee

Laurie A. Cowan, Trustee

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

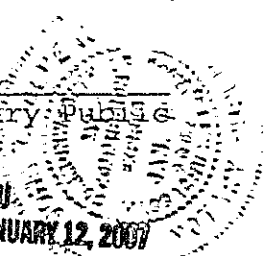
Then personally appeared the above-named Norman E. Deschene,  
Trustee, and acknowledged the foregoing instrument to be his free  
act and deed, before me,



- Notary Public

My Commission Expires:

**JOHN C. DEVEAU**  
**BY COMMISSION EXPIRES JANUARY 12, 2007**



DECLARATION OF TRUST  
OF  
THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM TRUST  
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OF

THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM TRUST

THIS DECLARATION OF TRUST as of the 30<sup>th</sup> day of January, 1991 at Lowell in the County of Middlesex and Commonwealth of Massachusetts, by the following:

Normand E. Deschene of Groton, Middlesex County, Massachusetts and Laurie A. Cowan of Newton, Middlesex County, Massachusetts and Theodore Feinson of Nashua, New Hampshire (the "Trustees"), which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, wherever the context so permits.

ARTICLE I - NAME OF TRUST

The Trust hereby created shall be known as "The Lowell Medical Leasehold Condominium Trust" (hereinafter sometimes called the "Trust") and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees of the Trust be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II - THE TRUST AND ITS PURPOSE

Section 1. All of the rights and powers in and with respect to the common areas and facilities (as defined and described in the Master Deed referred to below) of The Lowell Medical Leasehold Condominium (the "Condominium"), located on the campus of The Lowell General Hospital off of Varnum Avenue, Lowell, Massachusetts, established by a Master Deed of even date herewith and recorded herewith (the "Master Deed"), that are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder, shall vest in the Trustees as Trustees of the Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income therefrom for the benefit of the owners of record from time to time (sometimes hereinafter referred to as the "Unit Owner(s)") of the units of the Condominium (sometimes hereinafter referred to as the "Unit(s)"), according to the percentages of beneficial interest referred to in Article IV, Section 1, hereof, and in accordance with provisions of said Chapter 183A, the Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners

are cestuis que trustent and not partners or associates and are not in any other relation whatever between themselves with respect to the trust property, nor do they hold any relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

#### ARTICLE III - THE TRUSTEES

Section 1. There shall at all times be a Board of Trustees hereunder (the "Board of Trustees" or the "Trustees") consisting of such number, not less than three or more than five, as shall be determined from time to time by a majority of the Unit Owners present in person or by proxy at the annual meeting of the Unit Owners (as provided in Article V, Section 7B hereof); provided, however, that until the first annual meeting following the earlier to occur of: (i) one hundred twenty (120) days after seventy-five percent (75%) of the Units in the Condominium building (the "Building") have been conveyed by LGH Medical Building Services, Inc. (hereinafter, the "Declarant", which term and any pronoun referring thereto herein shall be deemed to mean LGH Medical Building Services, Inc., and its successors and assigns, including the holder of a first mortgage succeeding to the interest of the Declarant by foreclosure or deed in lieu thereof) to Unit purchasers, or (ii) nine (9) months following conveyance by the Declarant of the first Unit, the Trustees shall consist of the original three Trustees Normand E. Deschene, Laurie A. Cowan and Theodore Feinson or other persons chosen and appointed by the Declarant, and thereupon the terms of office of the original Trustees or such other persons so chosen shall be deemed vacant but shall not expire until such vacancies have been filled from among the Unit Owners in the manner hereinafter set forth for filling vacancies in the office of a Trustee not chosen by the Declarant; and further provided that any Trustee, other than a Trustee so appointed by the Declarant, shall be a Unit Owner.

Thereafter, the terms of office of the Trustees shall, except as hereinafter provided, be three years, and upon the expiration thereof such terms shall be deemed vacant but shall not expire until such vacancies have been filled from among the Unit Owners in the manner hereinafter set forth for filling vacancies in the office of a Trustee not chosen by the Declarant. Such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided, that in order to establish and maintain such staggering of terms, the terms of the persons first appointed as Trustees thereafter shall be one year, two years and three years, respectively, determined by lot, and upon any ensuing increase or decrease of the number of the Trustees, the terms of any then newly appointed Trustee or Trustees shall be one year, two years or three years, determined insofar as



necessary by lot, so as to maintain such staggering of terms  
insofar as possible. 5 4 4 1 P 1 b 1

For purposes of this Section, a natural person designated in writing as the nominee of a Unit Owner which is not an individual, and is either a stockholder of a Unit Owner which is a corporation or a general partner of a Unit Owner which is a partnership shall be considered a Unit Owner and shall be eligible to serve as a Trustee hereunder.

If and whenever the number of Trustees shall become less than three or if and whenever the number of Trustees shall become less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth (i) the appointment of a natural person to act as such Trustee, signed (a) by the Declarant if the vacancy is in the office of a Trustee chosen by the Declarant, or by a majority of the Trustees then in office (or the sole remaining Trustee, if only one) certifying that such appointment was made by vote of a majority of Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof) if the vacancy is in the office of a Trustee not chosen by the Declarant, or (b) by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, if the Declarant or such a majority of Unit Owners, as the case may be, has not within thirty (30) days after the occurrence of any such vacancy made such appointment, and (ii) the acceptance of such appointment signed and acknowledged by the person so appointed.

If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees may be appointed to fill such vacancy or vacancies by any court of competent jurisdiction upon the application of any Unit Owner and by notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

With respect to each person appointed as aforesaid to be a Trustee hereunder, there shall promptly be recorded with Middlesex North Registry of Deeds (i) a certificate of such appointment signed by any one or more of the Trustees hereunder, and (ii) an acceptance of such appointment signed by the person so appointed, and such appointment shall take effect upon such recording. The person so appointed thereupon shall be and become a Trustee and shall be vested with the powers and titles of the Trustees as set forth herein, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance.

The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee,

however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following Section 2, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in paragraph A of Section 7 of Article V; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, and, if and whenever the number of Trustees hereunder shall become less than two (2), the then remaining or surviving Trustee, if any, shall have no power or authority whatsoever to act with respect to the administration of the Trust hereunder or to exercise any of the powers hereby conferred except to fill a vacancy or vacancies as provided in Section 1 of this Article III. The Trustees may also act without a meeting by instrument signed by all of the Trustees (as provided in Article V, Section 7A hereof).

Section 3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office with or without cause by an instrument in writing signed by a majority of Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof), such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 4. Except as otherwise provided in Article V, Section 3, hereof, no Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder; provided, however, that Unit Owners may at any time, by instrument in writing signed by a majority of Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof) and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 5. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets, or be deprived of compensation by reason of any action taken,

suffered, or omitted in good faith or be so liable or accountable for more money or other property than he actually receives or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable, or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

Section 6. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest, or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing, or because of any other reason), as vendor, purchaser, or otherwise, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract, or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract, or arrangement is entered into.

Section 7. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution of their or his duties hereunder, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for (i) all sums lawfully assessed for his share of the common expenses of the Condominium, and the same shall constitute a lien upon his Unit, and (ii) his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

Section 1. The cestuis que trustent or beneficiaries shall be the then Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as such percentages are set forth for such Units in Exhibit C annexed to the Master Deed, which is hereby incorporated herein and made a part hereof.

Section 2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not

be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by other than one natural person, the several owners of such Unit shall (i) determine and designate which one of such owners (and in the event such designated owner is not a natural person, such owner shall likewise designate a natural person who) shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder, and (ii) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate any one such owner (and, if thereby then necessary, any one such natural person) for such purposes.

ARTICLE V - BY-LAWS

The provisions of this Article shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 1. POWERS OF THE TRUSTEES

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control, management and disposition of the Trust property (which term as herein used shall, insofar as apt, be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners and, without the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions hereof and of the provisions of said Chapter 183A and the Master Deed, at any time and from time to time, and without the necessity of applying to any court or to the Unit Owners for leave to do the following:

(i) To retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(ii) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the Trust property, or any part or parts thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such terms, for such considerations, and subject to such restrictions, stipulations, agreements, and reservations as they

shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them and the power to execute and deliver any deed or other instrument in connection with the foregoing;

(iii) To purchase or otherwise acquire title to, and to rent, lease or hire from others, for terms that may extend beyond the termination of this Trust, any property or rights to property, real or personal, and to own, manage, use, and hold such property and such rights (and to execute any and all documents and take such other actions as they shall deem proper with respect to that certain Lease by and between The Lowell General Hospital, as Lessor, and the Declarant, as Lessee, of even date herewith (the "Lease"), which is the subject of a Notice of Lease of even record herewith);

(iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities, or other evidence of indebtedness, that may mature at a time or times, even beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the Trust property or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;

(vi) To invest and reinvest the Trust property or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or that does or may not produce income;

(vii) To obtain and maintain such casualty and liability insurance on and with respect to the Trust property as they shall deem necessary or proper or as

may be required by any listed first mortgagee (as hereinafter defined);

(viii) To provide for payment by the Trust of real estate taxes due and payable for the period following the date of recording of the Master Deed that are assessed upon the land and/or improvements included within the Condominium (instead of upon individual Units and their proportionate interests in the common areas and facilities), and the annual discharge of the obligation to contribute to the maintenance of and any taxes assessed with respect to the campus of The Lowell General Hospital within which the Condominium is located, and to include the amounts thereof in the Trustees' assessment and collect the same as common expenses of the Condominium in accordance with the provisions of Article V, Section 2 hereof;

(ix) To incur such liabilities, obligations, and expenses, and to pay from the principal or the income of the Trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the Trust;

(x) To determine, as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, the apportionment of any receipt or expense between principal and income, and to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

(xi) To vote in such manner as they shall think fit any or all shares in any corporation or trust that shall be comprised of the Trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice, or otherwise act in respect of any such shares;

(xii) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this Trust that they give such guaranty;

(xiii) To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

(xiv) To provide and contract for maintenance, repair, cleaning, and other services to owners of Units in the Condominium; provided if and to the extent that the Trust receives from a cable television company, or the like, funds in the nature of compensation or reimbursement for the acquisition or use of cable television systems, wiring of facilities installed as common facilities of the Condominium, the Trust, from said compensation or reimbursement funds, will reimburse the Declarant for the Declarant's costs, if any, in connection with the installation of said cable television systems, wiring or facilities;

(xv) To enter and have such access into Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights, and powers of the Trustees hereunder;

(xvi) To employ, appoint, and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants, and counsel as they shall deem proper, for the purchase, sale, lease or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and to define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary power, except that the power to join in amending, altering, adding to, terminating, or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper; provided, however, that any agreement entered into by the Trustees for professional management of the Condominium, or any other contract entered into by the Trustees binding the Trust, may not exceed one (1) year in term, and any such agreement or contract must provide for termination by either party without cause and without payment of a termination fee upon thirty (30) days written notice to the other party, and further provided that, if and so long as management of the Condominium by a professional managing agent has been required by any institutional first mortgage holder, any decision to establish nonprofessional self management of the Condominium by the Trustees or Unit Owners themselves shall require the prior consent of

Unit Owners having at least sixty-seven percent (67%) of the beneficial interest hereunder and the consent of holders of record of first mortgages on Units having at least fifty-one percent (51%) of the beneficial interest hereunder held by Units subject to first mortgages. Without hereby limiting the generality of the foregoing, the Trustees shall, at least as often as annually, designate a President, a Treasurer, a Secretary (all of whom must be Trustees), and such other officers of the Board of Trustees as they deem fit (which other officers need not be Trustees), and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof; and

(xvii) Generally, in all matters not herein otherwise specified, to control, manage, and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, that by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall have, without limitation, all of the rights and powers set forth in said Chapter 183A; and the Trustees shall by the exercise and fulfillment of the powers and provisions set forth in this Article V provide for the necessary work of maintenance, repair, and replacement of the common areas and facilities and payments therefor, including the approval of payment vouchers.

Section 2. COMMON EXPENSES, PROFITS, AND FUNDS

A. The Trustees shall establish, and shall maintain in a segregated account for the use and benefit of the Trust on behalf of the Unit Owners, a working capital fund equal to at least one-sixth (1/6th) of the annual common expenses expected to be incurred during the first full fiscal year of the Trust. The contribution to the working capital fund attributable to each Unit shall be determined by the Trustees in accordance with the respective percentage of beneficial interest of such Unit as described in Article IV hereof and as set forth in Exhibit C of the Master Deed, and shall be paid to the Trust by each Unit Owner at the time the first deed to each Unit is delivered to a Unit Owner other than the Declarant. Such contribution attributable to each then unsold Unit shall be paid to the Trust by the Declarant no later than sixty (60) days after the first delivery of a Unit deed to a Unit Owner. The Declarant shall be entitled to reimbursement of amounts contributed to the working capital fund by the Declarant on account of unsold Units if and as such Units



are sold by the Declarant and contributions attributable thereto are assigned by the Declarant to the purchasers of such Units or are paid by such purchasing Unit Owners to the Trust.

The working capital fund shall be used for unforeseen expenditures or for acquisition of additional equipment or services, all at the discretion of the Trustees. Such contributions to the working capital fund by Unit Owners shall not be considered as advance payment of the common expense charges provided for below. In addition, the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium to be included in the working capital fund to be used for reduction of indebtedness or any other lawful capital purpose. The funds in the working capital fund shall be deemed not to be common profits available for distribution.

B. In addition to contributions to the working capital fund set forth above, the Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as described in Article IV hereof and as set forth in Exhibit C of the Master Deed. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The aforesaid common expenses shall include an adequate reserve fund for maintenance, repairs, and replacement of those items in the common areas and facilities that must be replaced on a periodic basis and shall be payable in regular installments and by special assessments, as and when the Trustees deem such payments to be advisable.

C. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, and within thirty (30) days after the execution hereof with respect to the portion of a fiscal year then remaining, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves to be included in the reserve fund, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year on account of common expenses. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their percentages of interest in the common areas and facilities, and such statements shall, unless otherwise determined by the Trustees, be due and payable in twelve (12) monthly installments commencing with the first month of such fiscal year (or remaining portion thereof, as the case may be), on the first of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses

actually incurred or in the reasonable opinion of the Trustees likely to be incurred, the Board of 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 within thirty (30) days after the same are rendered or, at the election of the Trustees, on a monthly installment basis.

In the event any Unit Owner shall fail to make prompt payment of such Unit Owner's common expenses when due, such Unit Owner shall be obligated to pay interest at a rate equal to 5% above the rate at that time announced by The First National Bank of Boston as its then Base Rate (but in no event higher than the highest rate permitted by law) on such unpaid common expenses computed from the due date thereof until paid, together with all expenses, including, without limitation, attorneys' fees paid or incurred in any proceeding brought to collect such unpaid common expenses or in any action to enforce the lien on such Unit arising from such unpaid common expenses, and all of the foregoing shall constitute common expenses for such Unit and shall be secured by a lien on such Unit. The Trustees shall have the right to institute all proceedings deemed necessary or desirable by the Trustees to recover such unpaid common expenses together with interest thereon computed as aforesaid and the expenses paid or incurred in connection with any such proceeding as aforesaid.

If, in any action brought by the Trustees to enforce a lien on a Unit because of unpaid common expenses, the lien shall be foreclosed, then for such period as the Unit Owner shall continue to use such Unit, the Unit Owner shall be required to pay a reasonable rental for the use of such Unit and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to hold, lease, mortgage, convey, or otherwise deal with the same, except as otherwise provided in this Trust. A suit to recover a money judgment for unpaid common expenses shall be maintainable without enforcing or waiving the lien securing the same.

Notwithstanding the foregoing, any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid common expenses that accrue prior to the acquisition of title to such Unit by such mortgagee; however, any such unpaid common expenses may be reallocated and assessed to all Units and collected as common expenses of the Condominium in accordance with the foregoing provisions of this Section 2.

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

Section 3. INSURANCE

A. The Trustees shall obtain and maintain, to the extent available, master policies of multi-peril casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the named insureds the Trustees, Unit Owners and Unit mortgagees (and successors and assigns), as their interests may appear, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them as Insurance Trustee(s) for all of the Unit Owners collectively of the Condominium and their respective mortgagees as aforesaid, as their interests may appear, pursuant to such standard condominium property endorsements as may from time to time be customarily used in Massachusetts, such insurance to cover the buildings and all other insurable improvements forming part of the common areas and facilities, including any elevator, heating equipment and other service machinery, apparatus, equipment and installations comprised in the common areas and facilities, and also all such portions and elements of the Units (incorporated therein prior to the first sale thereof by the Declarant, and thereafter incorporated therein after being reported in accordance with the provisions of the next following paragraph) as are for insurance purposes normally deemed to constitute part of the Building and customarily covered by such insurance; but not including any furniture, furnishings or other personal property of the Unit Owners, as to which it shall be the separate responsibility of the Unit Owners to insure.

Each Unit Owner shall have the duty to report promptly to the Trustees any improvements made by the Unit Owner to his or her Unit, so that the Trustees may obtain necessary additional insurance coverage as required by these By-Laws, and the Unit Owner shall pay the cost, if any, of such additional coverage resulting from such improvements. If, in the event of a casualty loss, the cost of repair and restoration of the Condominium exceeds the available insurance proceeds, and such excess is the result of a lack of insurance coverage attributable to the failure of a Unit Owner so to notify the Trustees of improvements made to such Unit Owner's Unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be borne solely by the Unit Owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a Unit Owner failing to report improvements as aforesaid shall be determined by the Trustees.

Such insurance shall insofar as practicable be maintained in an amount equal to not less than one hundred percent (100%) of the full replacement value (exclusive of land, foundations and other items normally excluded from such coverage), as determined by the Trustees (who shall review such value at least as often as annually), of the insured property, shall contain an "agreed amount" endorsement if available, and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and (b) such other hazards or risks as are in kinds and amounts commonly and reasonably required by private institutional mortgage investors for projects similar in construction, location and use (including any available "all-risk" coverage which is distinct from, and more comprehensive than, coverage otherwise required), or as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, and machinery explosion or damage.

Such insurance may provide for a reasonable deductible amount from the coverage thereof, as determined by the Trustees in their reasonable discretion. In the event of any loss that relates solely to the common areas and facilities, such deductible amount may be assessed to all Unit Owners as a special assessment of common expenses hereunder. In the event of any loss that relates in whole or in part to insurable improvements forming part of a Unit, which loss is covered by such insurance, the Trustees may assess to the Unit Owner of such Unit, as an additional special assessment, all or part of such deductible amount, such additional special assessment being in an amount directly proportional to the amount of such loss related to such Unit improvements and the amount of such loss related to the common areas and facilities. Unit Owners shall be liable for such special assessments as part of and in addition to their respective shares of the common expenses, and until such charges are paid by such Unit Owners, the same shall constitute a lien against their Units pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

In the event there is a steam boiler in operation in connection with the Condominium, such insurance shall include boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum, \$100,000 per accident per location. If the Condominium is located in an area having special flood hazards, a "blanket" policy of flood insurance on the Condominium shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the Units comprising the Condominium or one hundred percent 100% of the replacement

cost of the Building (above foundations), whichever is greater; subject, however, to (and in no event greater than) the maximum limit of coverage available under the National Flood Insurance Act of 1973, as amended.

B. All policies of casualty or physical damage insurance shall contain or have attached thereto the standard mortgagee clause commonly accepted by private institutional mortgage investors for projects similar in construction, location and use, and shall insofar as practicable provide (a) that such policies may not be cancelled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty (30) days' written notice to the insureds, including each listed first mortgagee, (b) that, notwithstanding any provisions thereof that 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 said Chapter 183A, the Trust or these By-Laws, (c) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests, (d) for waivers of any defense based upon the conduct of any insured, (e) in substance and effect that the insurance is primary such that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners, and (f) for such other coverage, endorsements and waivers, if any, reasonably available in the form of standard so-called "special condominium" and "inflation guard" endorsements.

C. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall have exclusive authority to negotiate, collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 4 of this Article V. With respect to losses covered by such insurance that affect portions or elements of a Unit, or of more than one Unit, to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

D. The Trustees shall also obtain and maintain, to the extent available, policies of insurance for the benefit and protection of the Trustees and all of the Unit Owners, for:

(1) comprehensive public liability in such limits as the Trustees may, from time to time determine, but at least in the amount of \$1,000,000.00 per occurrence for personal injury (including death)

and property damage, covering the Trust, each Trustee, the managing agent, the manager and other employees of the Trust, and each Unit Owner with respect to liability arising out of or in connection with ownership, maintenance operation, use or repair of the common areas and facilities of the Condominium, such insurance to provide for cross claims by the co-insureds. Such insurance policy shall contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Trustees or other Unit Owners. The scope of coverage shall include all other coverage in the kinds and amounts commonly and reasonably required by private institutional mortgage investors for projects similar in construction, location and use. Such liability policy shall provide for at least 10 days' written notice to the Trust prior to cancellation or modification of the coverage provided by said policy;

(2) fidelity coverage against dishonest acts on the part of managers, Trustees, employees or others, including volunteers, responsible for or handling funds belonging to or administered by the Trustees. The fidelity bond or insurance shall name the Trust as the named insured and shall be written in an amount sufficient to provide protection from time to time which is in no event less than the greater of (a) the Trustees' then estimated amount of funds (including the working capital and reserve funds) in the custody of the Trustees and/or managing agent at any given time, and (b) the sum of three (3) months' assessments on all Units plus the reserve funds held by the Trustees. All such fidelity bonds or insurance shall include a provision requiring 10 days' written notice to the Trustees and each listed first mortgagee prior to cancellation or substantial modification of the coverage provided by said bond or policy. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers;

(3) workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager; and

(4) such other risks as the Trustees in their discretion deem it appropriate to insure, including, without limitation, such insurance coverages required pursuant to the Lease.

E. Subject to the requirements of applicable insurance and other law, all insurance maintained under this Section 3 shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate (consistent, however, with the requirements set forth hereinabove), shall, insofar as practicable, be carried with reputable insurance companies and shall, insofar as practicable, contain provisions as above set forth in this Section 3 with respect to non-cancellation, notice, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. Certificates evidencing all or any portion of the insurance carried pursuant to the provisions of this Section 3, with such proper mortgagee endorsements as may be requested, shall be furnished to any Unit owner or Unit mortgagee requesting to be furnished with the same.

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

**Section 4. REBUILDING AND RESTORATION, IMPROVEMENTS AND CONDEMNATION**

A. In the event of any casualty loss to the common areas and facilities, 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 the casualty and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed with the necessary repairs, rebuilding, or restoration in the manner provided in paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten percent (10%) of such value, the Trustees shall forthwith submit to all Unit Owners (i) a form of agreement (which may be in several counterparts) for execution by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding, or restoration, and (ii) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

B. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium or shall be requested in writing by the Unit Owners holding twenty-five percent (25%) or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (i) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and

authorizing the Trustees to proceed to make the same, and (ii) a copy of the provisions of Section 18 of said Chapter 183A. Upon the first to occur of (i) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five percent (75%) or more of the beneficial interest, or (ii) the expiration of ninety (90) days after the date such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage is or exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement, charging all Unit Owners in the same proportion as they contribute to the common expenses. If such percentage is or exceeds 50%, but is less than 75%, the Trustees shall resubmit the form agreement to those Unit Owners who originally assented thereto, and if the agreement is then signed by Unit Owners holding 50% or more of the beneficial interest, the Trustees shall proceed to make the improvement or improvements specified in such agreement, charging each Unit Owner who has so assented a pro rata share of the cost of such improvement or improvements, based upon such Unit Owner's beneficial interest in this Trust as a percentage of the aggregate percentage of beneficial interest in this Trust held by Unit Owners who have signed such agreement.

C. Notwithstanding anything contained in the preceding paragraphs A and B, (i) in the event that any Unit Owner or Owners shall by notice in writing to the Board of Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 4, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Board of Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Board of Trustees, one by the dissenting Unit Owner or Owners, and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and the determination of at least two of such arbitrators shall be binding upon the parties to such arbitration, and (ii) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

D. If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable



discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed and this Declaration of Trust, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances. The provisions of this paragraph requiring authorization of the Trustees for such improvements shall not be applicable to such improvements made by the Declarant.

E. Subject to applicable law, including the provisions of Chapter 183A and the terms of the Lease:

(1) In the event of a taking or acquisition of part or all of the common areas by a condemning authority, any award or proceeds of settlement resulting therefrom shall be payable to the Trustees for the use and benefit of the Unit Owners and their mortgagees as their interests may appear; and

(2) Any restoration or repair of the Condominium after a partial condemnation or damage resulting from an insurable hazard shall be performed in accordance with this Declaration of Trust and insofar as practicable with the original plans and specifications (modified, however, to any extent necessary or appropriate to meet then applicable code requirements), unless other action is approved by the holders of record of first mortgages on Units having at least fifty-one percent (51%) of the beneficial interest hereunder held by Units subject to first mortgages. No re-allocation of beneficial interest in the common areas resulting from a partial condemnation or partial destruction of the Condominium shall be effected without such prior approval of first mortgagees.

#### Section 5. UNIT FIRST MORTGAGES

Notwithstanding anything to the contrary contained herein:

A. Notice to Trustees. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address (and any changes therein) of his mortgagee and the Trustees shall maintain such information in a separate book. All provisions herein and in the Master Deed calling for notice to be given to (or for consent to be obtained from) mortgagees or mortgage holders shall relate to and require only the giving by United States mail (postage prepaid) of such notice to (and obtaining such consent from) Unit first

mortgage holders for which such information has been provided to the Trustees (such mortgages being referred to sometimes hereinafter as "listed first mortgages", and such holders thereof being referred to sometimes hereinafter as "listed first mortgagees"). Upon written request to the Trustees, a copy of any notice to be given by the Trustees to a listed first mortgagee also shall be given at the same time and in the same fashion to a suitably identified governmental insurer or guarantor of such mortgagee's mortgage.

B. Notice to Mortgagees. The Trustees, whenever so requested by the listed first mortgagee of a Unit, shall promptly provide to such mortgagee in accordance with such request a written notification of:

(1) any then unpaid common charges due from, or any other default by, the Unit Owner of the mortgaged Unit if any such default is not cured within sixty (60) days of notice of the same to the Unit Owner;

(2) any condemnation loss or any casualty loss that affects a material portion of the Condominium or any Unit on which there is a first mortgage held by such mortgagee;

(3) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Trust;

(4) Any proposed action that would hereunder expressly require the prior written consent or approval of a specified percentage of listed first mortgagees; and/or

(5) All meetings of Unit Owners.

C. All taxes, assessments and charges that may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not to the Condominium as a whole, and any lien in favor of the Trust for common expense assessments or other charges against any Unit shall be subordinated to the lien of any first mortgage encumbering such Unit.

D. No Unit Owner or any other party shall have a priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common areas and facilities.

Section 6. RESTRICTIONS, REQUIREMENTS, RULES, AND REGULATIONS

The use of the Condominium and each Unit Owner's unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including all rules and regulations promulgated pursuant hereto), and all applicable laws, zoning ordinances, rules, regulations, and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof. All provisions of the Master Deed and this Trust, including the Rules and Regulations, as from time to time amended and the administrative rules and regulations of the Trustees, both referred to hereinbelow, shall be enforced by the Trustees. The Board of Trustees may eliminate any violation of any such provisions, and the cost and expense of eliminating the same shall constitute a common expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his family, servants, employees, agents, visitors, clients, patients, lessees, licensees or pets, the cost and expense of eliminating such violation, or such portion of such cost and expense as the Trustees may determine, shall be charged to such Unit Owner, and shall constitute a portion of such Unit Owner's common expenses which shall be payable by such Unit Owner upon demand, and shall be enforced and constitute a lien against the Unit of such Unit Owner in accordance with the provisions of this paragraph and section 6 of said Chapter 183A. The Trustees may also impose a reasonable fine upon such Unit Owner for repeated or continuing violations thereof and such fine shall constitute a portion of such Unit Owner's common expenses which shall be payable by such Unit Owner upon demand, and until the same is paid by such Unit Owner shall constitute a lien against the Unit of such Unit Owner pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

The Board of Trustees has adopted the Rules and Regulations (the "Rules and Regulations"), set forth in Schedule A annexed hereto, containing such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by Unit Owners of their Units and of the common areas and facilities. The Rules and Regulations are hereby expressly made a part of and incorporated by this reference into these By-Laws of this Trust.

The Board of Trustees may at any time and from time to time amend, alter, add to, or change the Rules and Regulations in accordance with the applicable provisions of Article VII of this Trust.

The Trustees shall have the non-delegable right at any time and from time to time to adopt, amend, and rescind administrative rules and regulations governing the details of

the operation and use of the common areas and facilities, provided the same are not inconsistent with the Master Deed, these By-Laws or the Rules and Regulations set forth in Schedule A hereto, or the Lease. A majority of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Section 7B of this Article V) may overrule any such administrative rules and regulations adopted by the Trustees. Copies of such administrative rules and regulations and any amendments thereof shall be furnished by the Trustees to each Unit Owner not less than fifteen (15) days prior to the effective date thereof.

Section 7. 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 hereinbefore provided for. 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 stating the place, day, and hour thereof shall be given at least four days before such meeting to each member of the Board of Trustees. One half of the number of Trustees (but not fewer than two) 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.

Any action required or permitted to be taken at any meeting of the Board of Trustees may be taken without a meeting if all Trustees consent to the action in writing and the written consents are filed with the records of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

B. Beginning in 1991, and each year thereafter, there shall be an annual meeting of the Unit Owners on the second Tuesday of February in each year at 7:30 P.M. at the Condominium premises 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 the date so designated. At each such annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium.

Special meetings of the Unit Owners may be called at any time by the Board of Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three and one-third percent (33-1/3%) of the beneficial interest hereunder. Written notice of any such special 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.

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 so state and reasonably specify such matter.

Each Unit Owner, or a person designated by such Unit Owner to act as proxy on his behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to his Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Board of Trustees and shall be revocable at any time prior to the meeting at which it is to be used by written notice to the Board of Trustees by the Unit Owner so designating. Each Unit Owner shall be entitled to cast one vote for each .001 of such Unit Owner's percentage beneficial interest hereunder at all meetings of the Unit Owners and for all other voting purposes hereunder. At all meetings of Unit Owners, the Declarant shall be entitled to the same voting rights as to Units owned by the Declarant as any other Unit Owners have as to Units owned by such other Unit Owners. The vote of a majority of Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where otherwise provided by law or by this Trust.

Except as otherwise provided in this Trust, the presence in person or by proxy of Unit Owners with fifty percent (50%) or more of the beneficial interest under the Trust shall constitute a quorum at all meetings of the Unit Owners.

For purposes of this Trust, a majority of Unit Owners present in person or by proxy at a meeting of Unit Owners shall mean Unit Owners having more than fifty percent (50%) of the total number of votes entitled to be cast by the Unit Owners present in person or by proxy at such a meeting where a quorum is present.

Section 8. NOTICES TO UNIT OWNERS

Except as otherwise provided in this Trust, every notice to any Unit Owner that is required under the provisions hereof or that may be deemed by the Trustees to be necessary or desirable in connection with the execution of the trust created hereby, or that 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 Unit in the Condominium or by mailing it, postage prepaid.

and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least seven days prior to the date fixed for the happening of the matter, thing, or event of which such notice is given.

Section 9. INSPECTION OF BOOKS, REPORT TO UNIT OWNERS

Books, accounts, and records of the Trustees, including copies of all insurance policies carried by the Trust, as well as complete and accurate copies of the Master Deed, this Declaration of Trust, and any amendments to either of them, shall be open to inspection to any one or more of the Trustees, the Unit Owners or the holder of a listed first mortgage (and any guarantor or insurer thereof) at all reasonable times. Any holder of a listed first mortgage (or any guarantor or insurer thereof) shall be entitled to have, promptly upon written request to the Trustees, a financial statement for the immediately preceding fiscal year at no charge to the party so requesting such statement. 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 that shall include financial statements in such summary form and only in such detail as the Trustees shall deem proper. 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 mail within a period of two (2) months of the date of such receipt by him shall be deemed to have assented thereto.

Section 10. CHECKS, NOTES, DRAFTS, AND OTHER INSTRUMENTS

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 11. SEALS

The Trustees shall be clothed with a seal which shall bear the inscription: "TRUSTEES OF THE HOWELL MEDICAL LEASEHOLD TRUST" but such seal may be altered by the Trustees at their option, and the Trustees may, at any time or from time to time, at their option, adopt a different common or wafer seal, which shall be valid for all purposes.

Section 12. FISCAL YEAR.

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

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THIRD PARTIES  
DEALING WITH THE TRUSTEES

Section 1. No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or shall be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipt of the Trustees or any one or more of them for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees or any one or more of them shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property that then is or formerly was Trust property shall be bound to ascertain or inquire (i) as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, (ii) otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or (iii) as to the regularity of the resignation or appointment of any Trustee; and any instrument of appointment of a new Trustee or of an old Trustee purporting to be executed by the Trustees, Unit Owners, or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment, or decree or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the

liability of Unit Owners under the provisions of Section 7 of Article III hereof or under the provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions, and restrictions hereof, whether or not express references shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate (including without limitation a certificate pursuant to General Laws, Chapter 183A, Section 6(d)) or paper signed by said Trustees or any of them that it may be deemed desirable to record, shall be recorded with said Registry of Deeds; and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, what action has been taken by the beneficiaries, and matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in good faith in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

#### ARTICLE VII - AMENDMENTS AND TERMINATION

Section 1. The Trustees may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, provided such amendment, alteration, addition, or change is consented to in writing by a majority of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof), or if such amendment, alteration, addition or change affects a provision then requiring more than a



majority, then by such larger percentage, and provided the same is consented to by Unit first mortgagees if expressly required and in the manner set forth hereinbelow, with the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition, or change (i) made without the consent of the Declarant of the Master Deed during such period of time as the Declarant has the exclusive right to appoint Trustees under Section 1 of Article III hereof, (ii) according to the purport of which the Declarant's rights under Section 1 of Article III hereof are changed in any way, (iii) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the undivided interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, other than by consent of all the Unit Owners, or (iv) that would render this Trust contrary to or inconsistent with any requirements of said Chapter 183A -- shall be valid or effective.

Any amendment, alteration, addition, or change effected pursuant to the foregoing provisions of this Section 1 shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by the Trustees, setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such recitation of consent may be in the form of a certificate of the Trustees, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, stating that the amendment, alteration, addition, or change was consented to in writing by a majority (or such required, larger percentage) of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Article V, Section 7B hereof). Such instrument and certificate, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

Section 2. Anything above to the contrary notwithstanding, but subject to applicable law and the rights reserved to the Declarant pursuant to the provisions of the Master Deed (including, without limitation, Section 7C thereof), the consent of Unit Owners having at least sixty-seven percent (67%) of the beneficial interest hereunder and the consent of holders of listed first mortgages on Units having at least fifty-one percent (51%) of the beneficial interest hereunder held by

Units subject to listed first mortgages shall be required for any material amendment of or addition to the provisions of this Declaration of Trust that changes, establishes, provides for, regulates, or governs any of the following:

- a. Voting;
- b. Assessments, assessment liens, or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas;
- d. Insurance or Fidelity Bonds;
- e. Rights to the use of the common areas and facilities;
- f. Responsibility for maintenance and repair of the several portions of the Condominium;
- g. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- h. Boundaries of any Unit;
- i. Convertibility of Units into common areas or of common areas into Units;
- j. Leasing of Units;
- k. Imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her Unit;
- l. A decision by the Trust to establish self management when professional management is required by a holder of a listed first mortgage on a Unit;
- m. Any provisions that are for the express benefit of Unit first mortgage holders, including governmental insurers or governmental guarantors of first mortgages on Units;
- n. Any action to terminate the legal status of the Condominium as a condominium after substantial destruction or condemnation occurs;
- o. Reallocation of the percentage of undivided interest of each Unit in the common areas and facilities or rights to their use; and
- p. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Master Deed and this Trust.

In addition to any less stringent consent requirements contained in this Section 2 or in other provisions of this Declaration of Trust, but subject to applicable law and the rights reserved to the Declarant pursuant to the provisions of the Master Deed (including, without limitation, Section 7C thereof), the consent of Unit Owners having at least seventy-five percent (75%) of the beneficial interest hereunder and the consent of holders of listed first mortgages on Units having at least sixty-seven percent (67%) of the beneficial interest hereunder held by Units subject to listed first mortgages shall be required in order to terminate the legal status of the Condominium as a condominium for any reasons other than substantial destruction or condemnation of the Condominium.

Any consent of holders of first mortgages on Units required hereunder or under any provision of this Declaration of Trust shall not be unreasonably withheld or delayed, and failure of any such holder who receives a written request for such consent to deliver or mail a response thereto within thirty (30) days shall be deemed to be the giving of such consent by such holder. The consent of such holders shall be recited in any instrument or amendment requiring the same.

Section 3. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter 183A and only with the consent of holders of listed first mortgages on Units having at least sixty-seven percent (67%) of the beneficial interest hereunder held by Units subject to listed first mortgages.


Section 4. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the property of the Trust, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by the Trustees which shall be conclusive, all other property then held by the Trustees in trust hereunder to, the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of property of the Trust may have passed.

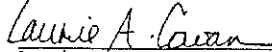
ARTICLE VIII - CONSTRUCTION AND INTERPRETATION; SEVERABILITY

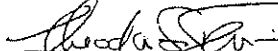
Section 1. In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts, table of contents and the marginal notes, if any, hereof and herein are inserted only for convenience of reference and are not to be taken to be any part hereof, or to control or affect the meaning, construction, interpretation, or effect hereof. All the trusts, powers, and provisions herein contained shall take effect and shall be construed according to the laws of the Commonwealth of Massachusetts.

Section 2. If any term or provision of this Declaration of Trust or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration of Trust, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Declaration of Trust shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first hereinabove set forth.

  
 Normand E. Deschens  
 As Trustee and Not Individually

  
 Laurie A. Cowan  
 As Trustee and Not Individually

  
 Theodore Feinson  
 As Trustee and Not Individually

COMMONWEALTH OF MASSACHUSETTS )

) ss

January 30, 1991

COUNTY OF MIDDLESEX )

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

*[Signature]*  
Notary Public JOHN E. [unclear] 16  
My Commission expires: 1/20/92

## SCHEDULE A

Annexed To  
DECLARATION OF TRUST  
OF  
THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM TRUST  
RULES AND REGULATIONS  
FOR  
THE LOWELL MEDICAL LEASEHOLD CONDOMINIUM

1. No part of The Lowell Medical Leasehold Condominium, Lowell, Massachusetts (the "Condominium") shall be used for any purposes other than the purposes set forth in Sections 7 and 8 of the Master Deed of even date with and recorded with the Declaration of Trust of The Lowell Medical Leasehold Condominium Trust (the "Trust").
2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Board of Trustees of the Trust (hereinafter, the "Trustees"), except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust.
3. Nothing shall be done or kept in any Unit or in the common areas and facilities that will increase the rate of insurance of the Building of the Condominium (the "Condominium Building") or the contents thereof, applicable for commercial use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas and facilities that will result in the cancellation of insurance on the Condominium Building or the contents thereof or that would be in violation of any law. No waste shall be committed in the common areas and facilities.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof (except for the so-called master antenna system), or any part thereof, or exposed on or at any window, without the prior consent of the Trustees. Unit Owners will not be allowed to put their names in any entry passageway, vestibule, hall, or stairway of the Condominium Building except in the proper place or in the mailbox provided for the use of the Unit (in print approved as to size and style by the Trustees).

5. No dogs, cats, reptiles, or other pets or animals of any kind shall be raised, bred, kept or permitted in any Unit or in the common areas and facilities, or any part thereof.
6. No Unit Owner shall engage in or permit any noxious or offensive activities or any noises by himself, his family, servants, employees, agents, visitors, clients, patients, lessees, or licensees, nor do himself or permit anything to be done by such persons, either willfully or negligently, that:
  - (i) may be or become an annoyance or nuisance to the other Unit Owners or occupants,
  - (ii) will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants,
  - (iii) may or does cause damage to any other Unit or to the common areas and facilities, or
  - (iv) results in the removal of any article or thing of value from any other Unit Owner's Unit or from the common areas and facilities of the Condominium.

Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees shall assess to such Unit Owner such costs.

Total volume and noise emanating from television sets, radios, phonographs, medical equipment, machinery, and musical instruments shall at all times be kept at a sound level to avoid bothering other Unit Owners or occupants.

7. Nothing shall be done in any Unit or in, on, or to the common areas and facilities that will impair the structural integrity of or structurally change the Condominium Building.
8. No clothes, sheets, blankets, linens, laundry, rugs, or any kind of other articles shall be hung out of the windows of any Unit or the Condominium Building or exposed on any part of the common areas and facilities, nor shall any rugs or mops be shaken from any such windows or in any part of the common areas and facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials, and no garbage cans shall be placed in the halls or in the staircase landings of the Condominium Building, nor in any other common area.

9. Except in areas designated by the Trustees, there shall be no storing or parking of vehicles, trailers, tools, machinery, equipment, benches, or chairs in any part of the common areas and facilities.
10. Nothing shall be altered in, constructed in, or removed from the common areas and facilities except upon the written consent of the Trustees.
11. No part of the common areas and facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner.
12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Building resulting from such misuse shall be paid for by the Unit Owner who shall have caused or permitted it.
13. All radio, television, machinery, and other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Fire Insurance Rating Board and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, machinery, television, or other electrical equipment in his Unit.
14. The agents of the Trustees or the managing agent, and any contractor or workman authorized by the Trustees or the managing agent, may enter any room or Unit in the Condominium Building at any reasonable hour of the day after notification (except in case of emergency, where notice will not be necessary) for the purpose of inspecting such Unit, making emergency repairs, or taking such measures as may be necessary to control or exterminate vermin, insects, or other pests.
15. No wood stoves, coal stoves, portable heaters, and similar devices shall be permitted in the Units.
16. No Unit Owner or occupant or any of his agents, servants, employees, clients, patients, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance.



17. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, client, patient, lessee or visitor, to a Trustee, agent or employee of the Trustees, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Trustee, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
18. The Trustees or their designated agent may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a bell, buzzer or knocker on any door of a Unit without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees or its designated agent with an additional key pursuant to their right of access to the Unit.
19. All personal property of the Unit Owners in the Units shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, the Declarant of the Master Deed, nor their respective successors or assigns shall bear any responsibility therefor.
20. Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, clients, patients, licensees and lessees.
21. All draperies, including, without limitation, all horizontal mini-blinds, as well as any other hanging material, (i) must be fire-resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units, and (ii) maintained by the Unit Owner, at all times, in first-class condition.
22. In the event any Unit Owner (other than the Declarant as provided in Section 7(c) of the Master Deed) shall rent, let, lease, or license his Unit, the person to whom such Unit is so rented, let, leased, or licensed shall in a written lease or other instrument evidencing such arrangement, acknowledge and agree to comply with all applicable provisions of the Master Deed and the Trust (and the Lease as defined in the Trust); and all rules and regulations promulgated pursuant thereto and shall, without limitation, be subject to the Use Restrictions contained in Sections 7 and 8 of the Master Deed. An original, counterpart copy of such instrument, signed and acknowledged by such Unit Owner and such person, shall be delivered to the Trustees as a condition of the validity of such arrangement. Failure continuing after written notice

from the Trustees to such person so to comply shall be a default of such person's obligations under such arrangement and such written instrument for which the same, by its terms, shall be immediately terminable. Such Unit Owner shall be responsible for and shall bear all costs and expenses (including reasonable attorneys' fees) relating to any enforcement, eviction or similar proceedings resulting from such default, and until any and all of the same incurred or authorized by the Trustees are paid by such Unit Owner the same shall constitute a lien against his Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. Each such Unit Owner hereby agrees that, and the written instrument evidencing such arrangement shall provide that, the Trustees (without any obligation or any liability for loss of rent, or otherwise) shall be the attorney-in-fact of such Unit Owner for the purposes of enforcing the provisions of such arrangement and of carrying out any such enforcement, eviction or similar proceedings as the Trustees deem necessary or appropriate relative to such default, such power of attorney being and to be expressly irrevocable for the term of such arrangement and for such longer period as such person and/or any of such person's family members, employees or guests continue to occupy the Unit, and coupled with an interest.

23. Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.
24. These Rules and Regulations are subject to the rights reserved by the Declarant in the Master Deed, including, without limitation, Section 7C thereof and may be amended from time to time as provided in the foregoing Declaration of Trust provided no such amendment shall be deemed to vitiate or impair said reserved rights of the Declarant.
25. Each Unit Owner shall be responsible for the storage of all trash, refuse and the like including, without limitation, all infectious and dangerous medical or biological waste, which shall, at all times, be kept in covered trash receptacles. No outdoor trash receptacles are allowed. Each Unit Owner shall be responsible for all charges associated with the removal of all infectious or dangerous medical or biological waste, and shall contract with only such storage and disposal contractors as are licensed to handle the amount and type of wastes generated in the Unit.

1307/5

MEMORANDUM OF SUB-LEASE

DATE: January 30, 1991

Notice is hereby given of the following described Indenture of Sub-Lease (the "Sub-Lease"):

PARTIES TO SUB-LEASE:

Sub-Landlord: LGH Medical Building Services, Inc., A Massachusetts business corporation

Mailing Address:

295 Varnum Avenue  
Lowell, Massachusetts 01854

Sub-Tenant: Neelam Sihag

Mailing Address:

Unit No. 106  
Lowell Medical Leasehold Condominium  
275 Varnum Avenue  
Lowell, Massachusetts 01854

DATE OF SUB-LEASE: January 30, 1991

DATE OF EXECUTION OF SUB-LEASE BY LANDLORD: January 30, 1991

DATE OF EXECUTION OF SUB-LEASE BY TENANT: January 30, 1991

COMMENCEMENT DATE: January 30, 1991

PREMISES

The Premises demised by the Sub-Lease consist of an undivided interest in the Land in Lowell, Middlesex County, Massachusetts, consisting of approximately one-half (1/2) acre of land, and certain non-exclusive rights appurtenant thereto being a portion of the campus of Lowell General Hospital. The Premises demised by the Sub-Lease are now described as the Lease Area on a plan of land entitled "Master Site Plan of The Lowell Medical Leasehold Condominium, 275 Varnum Avenue, Lowell, MA" Scale 1" = 100' dated August 28, 1990, revised 10/2/90, 11/13/90 and 1/03/91 prepared by Richard F. Kaminski and Associates, Inc., recorded herewith. (The Premises include certain rights in an underground connector; provided, however, only that portion of the underground connector consisting of

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01/31/91 02:51:50 3648 10:29 12

the area between the floor and ceiling of the underground connector structure is included in the Premises. The Landlord reserves all surface land rights.)

**TERM**

The Sub-Lease stipulates a term of ninety-nine (99) years, unless said term shall be earlier terminated, as provided in the Sub-Lease. The term of the Sub-Lease shall commence, and the rent thereunder shall commence to accrue on the Commencement Date.

The rental for the Premises and all other terms and conditions are set forth in the Sub-Lease, and this Notice of Sub-Lease is executed pursuant to and subject to all the covenants, conditions and terms set forth in the Sub-Lease, which is incorporated herein and made a part hereof by reference, to the same extent as if all of the terms, covenants and conditions thereof were set forth in full herein and nothing herein is intended to vary the terms and conditions set forth in the Sub-Lease.

WITNESS the execution hereof, under seal, as of the date above written, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

Witness:

J. E. Twoby  
TO BOTH

LGH MEDICAL BUILDING SERVICES, INC.

By: Robert H. Bonneau  
Its:  
Hereunto duly authorized

By: Nicholas Pulowicz  
Its:  
Hereunto duly authorized

[Sub-Landlord]

Witness:

Martha W. Rausch

Neelam Sihag  
Neelam Sihag

[Sub-Tenant]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

January 30, 1991

Then personally appeared the above-named Robert A. Dwyer known to me to be the President of LGH Medical Building Services, Inc., and acknowledged the foregoing instrument to be his free act and deed of said LGH Medical Building Services, Inc., before me.

[Signature]  
Notary Public John E. Lusk  
My Commission Expires: 2/20/93

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

January 30, 1991

Then personally appeared the above-named Neelam Sihag and acknowledged the foregoing instrument to be his free act and deed, before me.

Martha W. Rauch  
Notary Public  
My Commission Expires: 10/11/93

EXHIBIT "A"

LEGAL DESCRIPTION

A certain parcel of land situated in Lowell, Middlesex County, Massachusetts, bounded and described as follows:

A parcel of land located in the City of Lowell, County of Middlesex, Massachusetts being situated northerly of Varnum Avenue, but not contiguous thereto, and shown as "Lease Area" on plans entitled:

Master Site Plan of the Lowell Medical Leasehold Condominium, 275 Varnum Avenue, Lowell, MA, dated August 28, 1990, revised October 2, 1990, November 13, 1990 and January 3, 1991, by Richard F. Kaminski and Associates, Inc. Sheets 1 and 2.

Floor Plans of the Lowell Medical Leasehold Condominium, No. 275 Varnum Avenue, Lowell, MA, dated August 21, 1990, revised October 2, 1990, by Richard F. Kaminski and Associates, Inc. Sheets 1 and 2.

Contained within the Lease Area is an underground tunnel. The limits of the condominium are as horizontally described above and contained within the elevations depicted in Sections A & B Sheet 2 of the above referenced Floor plans.

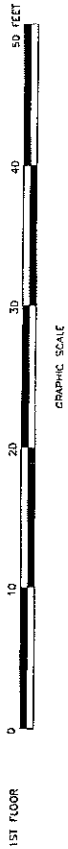
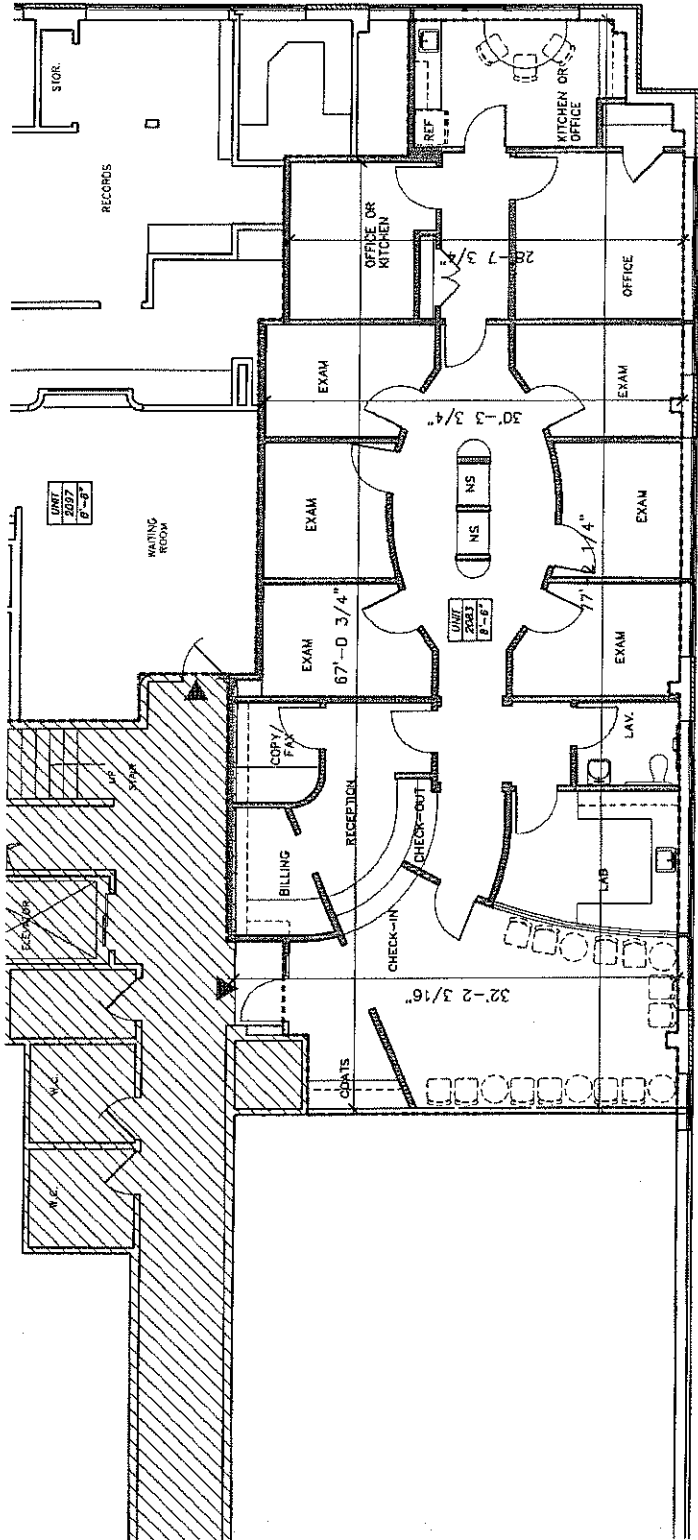


Project Health

ARCHITECT  
**JACA INC.**  
 ARCHITECT  
 225 WASHINGTON AVENUE  
 LOWELL, MA 01854-2183  
 PHONE: (603) 455-2000  
 FAX: (603) 455-2000  
 PROJECT NAME  
 LOWELL GENERAL  
 HOSPITAL  
 OR SUITE  
 225 WASHINGTON AVE  
 LOWELL, MA  
 01854-2183  
 SHEET NAME

PROJECT NO.  
 2302030  
 SCALE  
 1/4" = 1'-0"  
 SHEET TITLE  
 FLOOR PLAN  
 SHEET NO.

A101a



FOR REGISTRAR OF DEEDS USE ONLY

UNIT NUMBER  
 -APPROX. GROSS SQUARE FOOTAGE  
 -FINISHED CEILING HEIGHT

UNIT  
 AXIS  
 AREA

COMMON SPACE

PRIMARY ENTRANCE

SECONDARY ENTRANCE

LIMIT OF INTERIOR FINISHING  
 PARTITION DIVISION LINES INDICATED  
 ARE TAKEN FROM INSIDE UNIT FACE  
 OF CORRIDOR OR COMMON SPACE  
 AT THE POINT WHERE THE CORRIDOR  
 WALL OTHER WALLS ARE DRAWN  
 DOWN THE CENTER.

THE LOWELL MEDICAL LEASEHOLD CONDOMINIUMS  
 MOB @ LOWELL GENERAL HOSPITAL  
 ADDRESS: 225 VARNUM AVENUE,  
 LOWELL, MA 01854-2183

CERTIFICATE FILE#:

I, ANTHONY CAVALLARO, REGISTERED ARCHITECT, HEREBY CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTRAR OF DEEDS.

I, ANTHONY CAVALLARO, REGISTERED ARCHITECT, HEREBY CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTRAR OF DEEDS.

STE 102



Project/Block

**JACA INC.**  
ARCHITECTS  
1000 WASHINGTON AVENUE  
SUITE 200  
LOWELL, MA 01854-2193  
TEL: (603) 853-2193  
FAX: (603) 853-2194  
WWW.JACA.COM

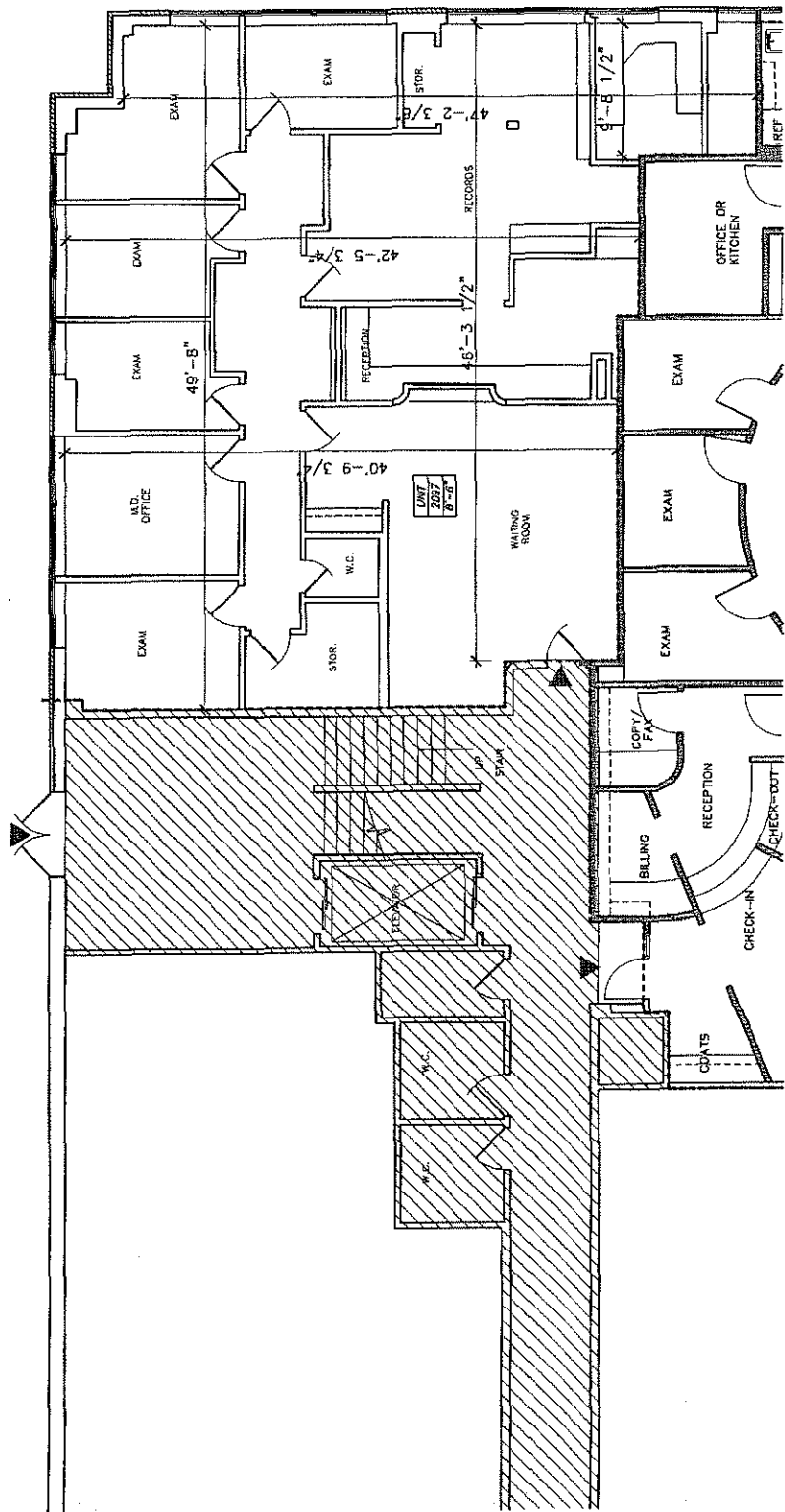
DATE: 03/20/20

SCALE: 1/4" = 1'-0"

FLOOR PLAN

PROJECT NO.

**A101b**



FOR REGISTRAR OF DEEDS USE ONLY

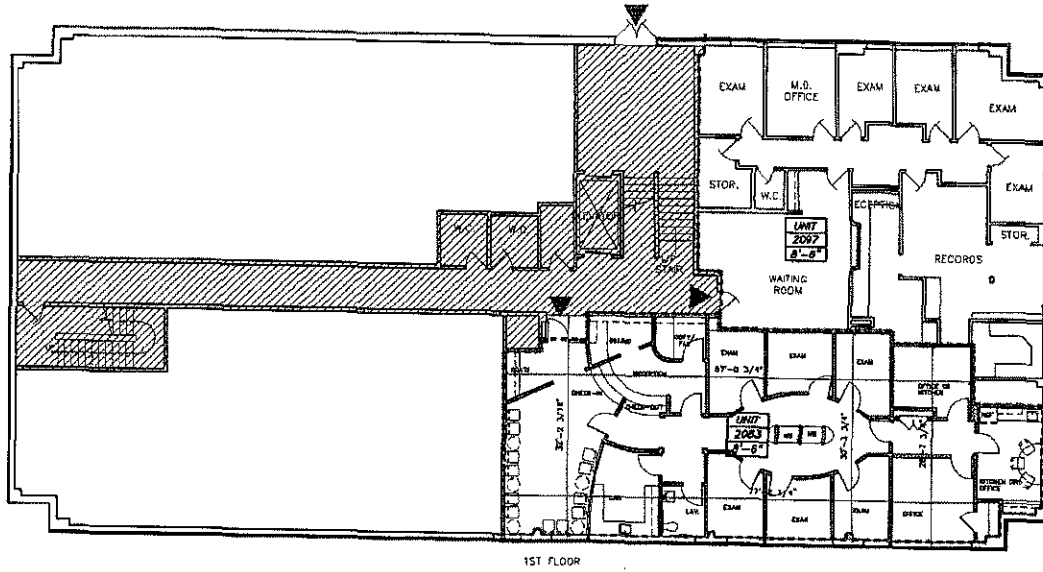
UNIT NUMBER  
APPROX. GROSS SQUARE FOOTAGE  
FINISHED CEILING HEIGHT  
PRIMARY ENTRANCE  
SECONDARY ENTRANCE  
LIMIT OF INTERIOR DEUSING  
UNIT NUMBER  
APPROX. GROSS SQUARE FOOTAGE  
FINISHED CEILING HEIGHT  
OF COMMON SPACE  
WALLS TO INSIDE FACE OF EXTERIOR  
FINISHES ARE INDICATED  
DOWN THE CENTER.

THE LOWELL MEDICAL LEASEHOLD CONDOMINIUMS  
405 B LOWELL GENERAL HOSPITAL  
ADDRESS: 285 VARNUM AVENUE  
LOWELL, MA 01854-2193

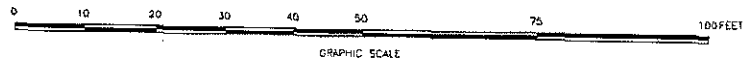
I, ANTHONY CAVALLARO, REGISTERED ARCHITECT, HEREBY CERTIFY THAT THIS FLOOR PLAN ACCURATELY REPRESENTS THE LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS IN THE 285 VARNUM AVENUE CONDOMINIUM, BUILDING AS BUILT.  
I, ANTHONY CAVALLARO, REGISTERED ARCHITECT, HEREBY CERTIFY THAT THIS FLOOR PLAN ACCURATELY REPRESENTS THE LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS IN THE 285 VARNUM AVENUE CONDOMINIUM, BUILDING AS BUILT.

STE 101





1ST FLOOR



CERTIFIED STAMP:

THE LOWELL MEDICAL LEASEHOLD CONDOMINIUMS  
MOB @ LOWELL GENERAL HOSPITAL  
ADDRESS: 285 VARNUM AVENUE  
LOWELL, MA 01854-2193

UNIT  
CEILING  
AREA

-UNIT NUMBER  
-APPROX. GROSS SQUARE FOOTAGE  
-FINISHED CEILING HEIGHT



-COMMON SPACE



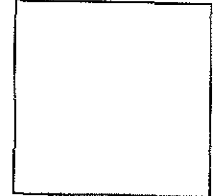
-PRIMARY ENTRANCE



-SECONDARY ENTRANCE

\*\*\*\*\* -LIMIT OF INTERIOR DEMISING PARTITION. DEMISING LINES INDICATED ARE TAKEN FROM INSIDE UNIT FACE OF CORRIDOR OR COMMON SPACE WALLS TO INSIDE FACE OF EXTERIOR WALL. OTHER WALLS ARE DIVIDED DOWN THE CENTER.

FOR REGISTRAR OF DEEDS USE ONLY



ERED ARCHITECT, HEREBY CERTIFY  
CACCURATELY DEPICTS THE LAYOUT,  
DIMENSIONS OF THE UNITS IN THE  
NUM, BUILDING AS BUILT.\*

ERED ARCHITECT, HEREBY CERTIFY  
TH THE RULES AND REGULATIONS