

11/11/12

GROUND LEASE

LOWELL GENERAL HOSPITAL

Landlord

- and -

LGH MEDICAL BUILDING SERVICES, INC.

Tenant

GROUND LEASE

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EXHIBIT "A" DESCRIPTION OF PREMISES
EXHIBIT "B" MEMORANDUM OF LEASE

GROUND LEASE

THIS INSTRUMENT IS AN INDENTURE OF LEASE in which Landlord and Tenant are the parties hereinafter named, and which relates to space on the campus of The Lowell General Hospital, Lowell, Massachusetts (the "Hospital Campus").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I

BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

1.1. Introduction. The following sets forth basic data and identifies Exhibits, elsewhere hereinafter referred to in this lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

1.2. Basic Data.

Date: January 30, 1991.

Landlord: The Lowell General Hospital.

Present Mailing Address of Landlord: 295 Varnum Avenue, Lowell, Massachusetts 01854.

Tenant: LGH Medical Building Services, Inc., a Massachusetts business corporation.

Present Mailing Address of Tenant: 275 Varnum Avenue, Lowell, Massachusetts 01854.

Lease Term: Ninety-Nine (99) years.

Commencement Date: January 30, 1991.

Premises: The land (the "Land") delineated on the plan referred to in Exhibit "A" and consisting of approximately one-half (½) acre of land, and certain non-exclusive rights appurtenant thereto and more specifically described below.

Minimum Rent: For and with respect to the first through tenth Lease Years (hereinafter defined in Section 3.3 of this lease) of the term of this lease at the rate of NINE THOUSAND (\$9,000.00) DOLLARS annually, payable in advance.

For and with respect to each succeeding ten (10) Lease Years during the term of this lease Landlord may adjust Minimum Rent to the then fair market rent pursuant to the appraisal procedure outlined in Section 3.2 hereof. However, in no event shall such adjustment increase Minimum Rent to an amount greater than nine (9%) percent per annum of the then fair market value of the Premises.

Use: Provided Tenant shall not be in default hereunder and subject to the limitations hereinafter set forth, the Premises shall continuously during the term hereof be used solely for the purpose of the maintenance and operation of the first-class medical office building (the "Medical Office Building") now situated on the Premises, in which physicians who are members in good standing of Landlord's medical staff engage in the practice of medicine.

Dedication to Condominium: Tenant, pursuant to Massachusetts General Laws, c. 183A ("c. 183A")

intends to submit the Premises together with the Medical Office Building and certain other improvements now situated thereon to the provisions of c. 183A to create a condominium pursuant to a certain Master Deed and Declaration of Trust of even date in which Tenant is named as the Declarant.

- 1.3. Enumeration of Exhibits. The following Exhibits are a part of this lease, are incorporated herein by reference, attached hereto, and are to be treated as a part of this lease for all purposes.

Exhibit "A". A Description of the Premises which refers to a plan showing the location and dimensions of the Land and appurtenant rights constituting the Premises.

Exhibit "B". Memorandum of Lease.

ARTICLE II

DESCRIPTION OF PREMISES AND APPURTENANT RIGHTS

- 2.1. Location of Premises. Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises (including but not limited to the underground connector; provided, however, meaning and intending to lease only that portion of the underground connector consisting of the area between the floor and ceiling of the underground connector structure, reserving to Landlord all surface land rights) suitably identified on the plan referred to in Exhibit "A". Any dimensioning on the plan referred to in Exhibit "A" is plus or minus. The Premises are a portion of the Hospital Campus, the boundaries of which are shown on the plan referred to in Exhibit "A". Included as part of the Premises and located on the Land are certain sidewalks, parking facilities,

roadways, access points, driveways, utility lines and other improvements (the "Premises Common Facilities") shown on the plan referred to in Exhibit "A" and intended to be used as common areas for the benefit of the Hospital and the Medical Office Building. Accordingly, Landlord excepts and reserves for itself and its affiliates, and the tenants, invitees, licensees, patients, and employees of Landlord and its affiliates, the right to use all such Premises Common Facilities.

The term "Hospital Campus" shall be deemed to mean for all purposes hereunder the area so outlined on the plan referred to in Exhibit "A" including any and all structures, parking facilities, roadways, common facilities and other improvements built (or to be built) thereon, as the same may from time to time be reduced by eminent domain takings or dedications to public authorities, or increased by the addition of other lands together with structures and the like thereon which may from time to time be designated by Landlord (by written notice to Tenant) as constituting a part of the Hospital Campus.

Tenant shall not construct any building or structure of any type within any of the common areas shown on the plan referred to in Exhibit "A", unless the Tenant shall in each instance have first obtained the prior written consent of the Landlord. Tenant shall exclusively bear the expense and the burden of construction and obtaining permits and approvals therefor. Furthermore, Landlord may alter, construct or demolish any buildings (excluding the Medical Office Building), structures, or other improvements on, or access ways, roadways, parking areas, entrances, exits (including changes in traffic

signalization) to, within, or serving the Hospital Campus, without Tenant's consent, so long as any proposed change in access or roadway layout does not materially impair access to the Medical Office Building.

Notwithstanding anything contained in this Section 2.1 or in any other provision of this lease, Landlord's written notice to Tenant and the organization of unit owners or condominium association to be created by Tenant pursuant to c. 183A, which is given at least ten (10) days prior to any alteration, construction, demolition or other modification of or change in the Hospital Campus, or any buildings, structures or other improvements thereon, or any parking, accessways, roadways, parking areas, entrances, exits (including but not limited to changes in traffic signalization) or the like to, within or serving the Hospital Campus, shall be deemed to be conclusive evidence of Tenant's acknowledgement and acceptance of such alteration, construction, demolition or other modification, unless Tenant or such organization of unit owners or condominium association notifies Landlord in writing within such ten (10) day period of a specific objection to such alteration, construction, demolition or other modification as materially impairing access to the Medical Office Building.

2.2. Appurtenant Rights and Reservations. Tenant shall have, as appurtenant to the Premises, the non-exclusive right in common with Landlord and others to use and permit its patients, clients, employees and invitees to use public or common parking areas, roadways, sidewalks, drive lanes, entrances and exits from public highways associated with such access drives and other common facilities on the Hospital

Campus as the same are specifically delineated and limited on the plan referred to in Exhibit "A".

Landlord agrees that Tenant may during the term hereof, with others, have the non-exclusive right to use the parking facilities of the Hospital Campus as shown and delineated on the plan referred to in Exhibit "A", for the accommodation and parking of such automobiles of Tenant, its officers, agents and employees, and its patients, clients and invitees while in the Hospital Campus. However, Landlord reserves the right to designate, from time to time, such parking facilities, including, without limitation, specifically designated parking areas for Tenants' employees, patients or clients. Tenant further agrees that Tenant, Tenant's patients, clients and employees, shall be bound by Landlord's rules and regulations adopted from time to time regarding access and parking within the approved parking areas shown on the plan referred to in Exhibit "A" as the same may from time to time be altered by Landlord.

Landlord may from time to time designate employee parking areas (or prohibit employee parking) on specified portions of the Hospital Campus or the Premises, respectively, and Tenant agrees, at all times, to use best efforts to vigorously enforce such restrictions on employee parking so as to maximize parking. Landlord also reserves the right to charge a fee for such parking as Landlord, in its sole discretion, deems appropriate.

In addition, Tenant shall have, as appurtenant to the Premises, the non-exclusive right in common with Landlord and others to use Area 3 and Area 4 as shown

on the plan referred to in Exhibit "A", for the purposes of the location, creation, construction, installation, operation, maintenance, repair, replacement, alteration, extension or removal of one or more lines or systems servicing the Premises or any portion of the Hospital Campus for telephone, electric, drainage, sewerage or other lines or systems. (The use of utility, drainage and sewerage rights specified in the preceding sentence is limited to those utilities, lines and systems specifically delineated and located on the plan referred to in Exhibit "A", and such use is further subject to Landlord's right from time to time to cause Tenant to change, alter or relocate such utilities, lines or systems at Landlord's sole cost and expense.)

- 2.3. Improvements on the Premises. Tenant shall equip or cause to be equipped the Medical Office Building with new fixtures and all personal property necessary or appropriate to the regular and normal operation of the type of business in which Tenant is engaged, and Tenant shall open the office building as soon as possible. All construction shall be performed in a good and workmanlike manner using new materials and all construction shall comply with applicable laws, regulations, codes and ordinances.

All external signage and sign elevations shall be subject to Landlord's sole approval.

ARTICLE III

TERM OF LEASE

- 3.1. Commencement Date. The term of this lease and payment of rent and all other charges under this lease shall

commence on the date specified in Section 1.1 hereof as the "Commencement Date". Notwithstanding the above, the obligation of Tenant to pay rent and all other charges shall not commence until the earlier of (i) the expiration of the first Lease Year, or (ii) the issuance of the Certificate of Occupancy for the Medical Office Building.

- 3.2. Lease Adjustment. Within twenty (20) days following the commencement of the ninth (9th) Lease Year of each period of ten (10) consecutive Lease Years (a "Ten Year Period") during the lease term hereof, Landlord shall initiate an appraisal process in order to make a determination of fair market rent for the Premises for the next ten (10) Lease Years subject to Section 1.2 of this lease. Said process shall be commenced by the appointment by Landlord of a qualified M.A.I. appraiser to assist in determining fair market rent. Within ten (10) days following the appointment of Landlord's appraiser, Tenant shall likewise appoint a qualified M.A.I. appraiser, and within ten days following the appointment of Tenant's appraiser, the two appraisers already designated shall select a third similarly qualified appraiser. In order to be appointed pursuant to this lease, an appraiser must have at least five (5) years' experience in lease appraisal in the market in which the Hospital Campus is located. Not later than thirty (30) days after the appointment of the third appraiser, each appraiser shall make an independent determination of the fair market rent for the Premises for the next ten (10) Lease Years and the average fair market rent (determined by adding each appraiser's calculation of fair market rent and dividing the resulting sum by three) shall be the fair market rent for the next ten

(10) Lease Years. In the event that the M.A.I. designation is no longer in use at the time the appraisers are selected, the parties may agree upon a comparable substitute professional designation that must be met by each of the appraisers. If the parties are unable to agree upon a substitute designation, then the appraisers shall be deemed to be duly qualified hereunder if they meet the experience criteria specified in this paragraph.

Each of Landlord and Tenant shall bear the cost and expense of the appraiser selected by it, and the cost and expense of the third appraiser shall be borne equally by Landlord and Tenant.

In no event shall the Minimum Rent payable for any Ten Year Period from and after the first Ten Year Period be less than the Minimum Rent payable during the next preceding Ten Year Period.

3.3. Lease Year. For the purposes of this lease, the first Lease Year during the term hereof shall begin with the Commencement Date and shall expire at the end of eleven full calendar months thereafter. After the expiration of the first Lease Year, Lease Years shall be twelve consecutive calendar month periods, beginning with the expiration of the immediately prior Lease Year and ending twelve (12) calendar months thereafter.

3.4. Expiration. Landlord agrees to give Tenant, which, for purposes of this provision shall include each owner ("Unit Owner") of a condominium unit ("Unit") in the Medical Office Building to be created on the Premises by Tenant pursuant to c.183A, a twelve (12)

month written notice of the date of expiration of this lease.

ARTICLE IV

RENT

- 4.1. Minimum Rent. Tenant covenants and agrees to pay to Landlord without notice, demand or offset, at Landlord's mailing address, or at such other place as Landlord shall from time to time designate by notice, annually, in advance, on the Commencement Date, and on each anniversary of the Commencement Date during the term of this lease, a sum equal to the Minimum Rent specified in Section 1.2 hereof.
- 4.2. Net Lease. this lease shall be deemed and construed to be a "net lease" and except as herein otherwise expressly set forth, Tenant shall pay to Landlord, absolutely net throughout the term of this lease, the Minimum Rent and other payments due hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or set off; and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any obligation or liability hereunder, except as herein otherwise expressly set forth.

ARTICLE V
USE OF PREMISES

5.1. Permitted Use. Tenant agrees that the Premises and the Medical Office Building shall be used and occupied by Tenant or any occupant claiming under Tenant only for the purposes specified as the use thereof in Section 1.2 of this lease, and for no other purpose or purposes.

Tenant further agrees to conform to the following provisions, both with respect to the Premises and the Medical Office Building, during the entire term of this lease:

- a) Tenant shall receive and deliver goods and merchandise in a manner which shall not interfere with the conduct of business by others on the Hospital Campus, and all trash, refuse, and the like, shall be kept in covered metal cans, or dumpsters;
- b) Tenant shall not perform any act or carry on any practice which may injure the Premises, the Medical Office Building, or any other part of the Hospital Campus, or cause any offensive odor or loud noise, or constitute a nuisance or a menace to any other occupant or other persons on the Hospital Campus.
- c) Tenant shall at all times keep the Premises and the Medical Office Building fully and adequately fixtured.
- d) Tenant shall furnish Landlord with the name, home address and telephone number of the manager of the Premises.

e) Only Landlord, Landlord's respective designees, members in good standing of Landlord's medical staff, and professional partnerships and professional corporations and associations of which such medical staff members are partners or shareholders, may own, lease or sublease any office space in the Medical Office Building, and only Landlord, Landlord's respective designees, and members in good standing of Landlord's medical staff may have or acquire the right to occupy office space in the Medical Office Building under any condominium unit deed, lease, sublease, license, or other agreement, contract, or other instrument or arrangement (provided, however, that an institutional mortgagee who forecloses a mortgage affecting a Unit or accepts a deed in lieu of foreclosure for a Unit may thereafter own such Unit; but any such Unit shall not be used (or permitted to be used) in violation of the use provisions contained in Article V of this lease and no lease, sale or other such transfer of any such Unit shall occur unless such transfer is in compliance with the provisions of such use provisions so contained herein). The form of all such deeds, leases, subleases, agreements, contracts, instruments and other arrangements purporting to grant rights to occupy the Medical Office Building shall be subject to prior written approval by Landlord. As used in this lease, the term "designee" means any individual, corporation, partnership or other entity designated in writing by Landlord as having the right to use office space in the Medical Office Building, which right may be granted by condominium unit deed, sublease,

agreement, contract or other instrument or arrangement. Landlord shall have the right to enforce all such leases or subleases entered into by Tenant as landlord and any qualifying individuals, partnerships or corporations as tenant. All such condominium unit deeds, leases or subleases shall be subordinated to and bound by the terms of this lease.

Furthermore, a Unit in the Medical Office Building may be owned by a corporation or partnership, provided that: (i) any such corporation or partnership is created for estate planning purposes by stockholders or partners satisfying and continuing to satisfy the requirements of this subsection e) relative to medical staff membership and the like; that (ii) the shares of stock in or the partnership interests of any such corporation or partnership is held by and continues to be held by such stockholders or partners so satisfying such requirements or a member of the immediate family of such stockholders or partners; that (iii) the Landlord consents to such ownership, which consent shall not unreasonably be withheld or delayed; and that (iv) the Landlord is provided with such documentation and assurances as Landlord may reasonably require to verify compliance at any time with the requirements of this sentence (it being the understanding of Landlord and Tenant that the provisions of this sentence do not permit direct or indirect ownership of or investments in Units by individuals who or entities which do not satisfy the requirements of this subsection e) relative

to medical staff membership, and that the provisions of this sentence are intended solely to facilitate estate planning by individuals satisfying the requirements of this subsection e) relative to medical staff membership and the like).

Furthermore, a Unit in the Medical Office Building may be owned by the trustees of a trust, provided that: (i) any such trust is created for estate planning purposes by grantors satisfying and continuing to satisfy the requirements of this subsection e) relative to medical staff membership and the like; that (ii) the beneficial interest under any such trust is held by and continues to be held by the grantors of such trust or a member of the immediate family of such grantors; that (iii) Landlord consents to such ownership, which consent shall not unreasonably be withheld or delayed; and that (iv) Landlord is provided with such documentation and assurances as Landlord may reasonably require to verify compliance at any time with the requirements of this sentence (it being the understanding of Landlord and Tenant that the provisions of this sentence and of this lease do not permit direct or indirect ownership of or investments in Units by individuals who or entities which do not satisfy the requirements of this subsection e) relative to medical staff membership, and that the provisions of this sentence are intended solely to facilitate estate planning by individuals satisfying the requirements of this subsection e) relative to medical staff membership and the like.

- f) Tenant, all Unit Owners, and any other occupants of space in the Medical Office Building, 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 the Unit Owner's partners, trustees of trusts to which Landlord has given consent in accordance with subsection 5.1e) of this Article 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 Landlord, which consent shall not be unreasonably withheld.

ARTICLE VI

ASSIGNMENT, SUBLETTING, CHANGE OF USE

- 6.1. Assignment and Subletting. Tenant shall not have the right to assign this lease. Except to the extent permitted in Article V hereof, Tenant shall not sublet all or any portion of the Premises.

ARTICLE VII

RESPONSIBILITY FOR REPAIRS, UTILITIES AND COMMON FACILITIES

- 7.1. Repairs. Tenant agrees throughout the term of this lease to keep neat and clean and maintain in good

order, condition and repair, the Premises and the Medical Office Building and every part thereof, including, without limitation, the underground connector, roof, all structural components, the front and the exterior and interior portions of all doors, windows, plate glass and cases surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances and equipment, HVAC systems and equipment, and similar equipment. Tenant shall, at Tenant's expense, repaint, refurbish, and remodel the Premises and the Medical Office Building and any part and portion thereof from time to time to assure that the same are kept in a first-class condition throughout the term of this lease (but Tenant shall not be obligated to maintain or repair the interior non-structural portions of individual Units which are not owned by Tenant or do not constitute common areas or facilities of the Medical Office Building). Tenant further agrees that the Premises and the Medical Office Building shall be kept in a clean, sanitary and safe condition in accordance with, and shall in all respects comply with, the laws of The Commonwealth of Massachusetts and of the municipality in which the Hospital Campus is located, and in accordance with all directions, rules, and regulations of the Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

7.2. Alterations. Tenant shall not have the right, at any time during the term of this lease, to make structural

or nonstructural alterations, changes or improvements to the Premises and to the Medical Office Building without the prior written consent of Landlord (excluding changes or alterations to the interior portions of Units, provided that such changes or alterations do not impair the structural integrity of the Medical Office Building). In addition, in no event shall Tenant change the name of the Medical Office Building without Landlord's prior written consent. Landlord agrees that such consent shall not be unreasonably withheld or delayed. Any request by Tenant for Landlord's consent to alterations to the Premises or the Medical Office Building, shall be accompanied by all relevant plans, drawings and schematic material. In the event Landlord fails to respond to Tenant's request for consent within fifteen (15) days after a request therefor, such request shall be deemed approved. In all events, all such changes, alterations and improvements shall be made in a good and workmanlike manner, in compliance with all applicable code and other requirements of law, and shall be in quality of material and workmanship at least equal to the original construction of Tenant's Medical Office Building.

- 7.3. Utilities. Tenant shall pay or cause to be paid all of the requirements of the Premises and the Medical Office Building for utilities, including, but not limited to, gas, steam, water and electricity, sewer charges and the like, including all utilities necessary for heating and air-conditioning the Premises and the Medical Office Building. Landlord makes no representations or warranties whatsoever as to the condition or capacity of any utilities presently serving the Premises and Tenant expressly

agrees that it is taking all such utility lines and facilities in a strictly "as-is" condition (subject, however, to the warranty provisions expressly contained in certain purchase and sale agreements executed with individual Unit Owners). Tenant agrees that Tenant shall be obligated at Tenant's sole cost and expense to perform any necessary work to upgrade existing utility lines for Tenant's use. If a charge shall be made by the public authority having jurisdiction over the use of the sanitary sewer system, Tenant shall pay the share thereof properly allocable to the Premises and the Medical Office Building. Further, Tenant shall pay for all utilities consumed on the Premises from the date of delivery of possession thereof by Landlord to Tenant.

- 7.4. Operation of Common Facilities. Tenant acknowledges that contained within the Premises are certain sidewalks, parking facilities, roadways, access points, driveways, utility lines, and other improvements which serve not only the Premises but also serve as common areas for remaining portions of the Hospital Campus. To ensure that common areas for both the Premises and the Hospital Campus are properly maintained, Landlord and Tenant each agree, at their own respective cost and expense to operate, manage, equip, insure, police, light, repair, repaint, replace and maintain all parking facilities, sidewalks, drive lanes, access points, gardening, landscaping, utilities and all other facilities and improvements of whatever kind or nature serving or located within the Hospital Campus or the Premises, respectively (the "Common Facilities"). Landlord shall be responsible for the areas from time to time exclusively servicing the Hospital Campus ("Hospital Campus Common

Facilities"). Tenant shall be responsible for all areas adjacent to or part of the Premises ("Premises Common Facilities"). Throughout the term of this lease each party shall maintain their respective portions of the Common Facilities in good repair and working order and in a clean and sightly condition making all repairs and/or replacements to their respective portions of the Common Facilities as may be needed from time to time to keep their respective portions of the Common Facilities in such condition, including, without limitation repaving and restriping of parking areas and prompt removal of snow and ice from their respective portions of the Common Facilities. Landlord and Tenant agree that neither party shall use or permit the use of any portion of the sidewalks, passageways, parking areas, drive lanes or access areas contained within the Premises, or the Hospital Campus, for any purpose whatsoever (including, without limitation, the distribution of handbills or advertising of any type), except for parking, access and egress, as the case may be, subject to Landlord's right to alter such areas as more fully described in Section 2.2 hereof.

- 7.5. Right of Self-Help. If any maintenance, replacements or repairs are required to be made by Tenant pursuant to the terms of Section 7.4 hereof, Landlord may demand that the Tenant make such repairs or replacements or perform such obligation forthwith; and if Tenant refuses or neglects to commence such repairs or performance and to complete the same with reasonable dispatch, within thirty (30) days after such demand (or immediately in the event of emergency), Landlord may (but shall not be required to) make or cause to be made such repairs,

replacements or performance. If Landlord makes or causes such repairs, replacements or performance to be done, Tenant shall pay the cost thereof within ten (10) days after demand therefor. In the event of an emergency where action is required to be taken forthwith in order to avoid injury or damage to person(s) or property, Landlord shall have the right of self-help consistent with this Section 7.5 without the requirement of formal notice, except that Landlord shall endeavor to give Tenant such notice as is practicable given the circumstances, such as telephone notice, for example. However, the rights of self-help set forth herein shall be carefully and judiciously exercised.

- 7.6. Waste. Tenant shall be responsible for the storage and disposal of all trash, refuse and the like including, without limitation, all infectious or dangerous medical or biological waste, which shall, at all times, be kept in covered trash receptacles. No outdoor trash receptacles are allowed. Tenant shall be responsible for all charges associated with such storage and removal and shall contract with only such storage and disposal contractors as are licensed to handle the amount and type of wastes generated on the Premises.

ARTICLE VIII

REAL ESTATE AND OTHER TAXES

- 8.1. Real Estate Taxes. All real estate taxes and assessments imposed upon or applicable to the Premises, the Medical Office Building and other improvements constructed on the Premises shall be

borne exclusively by Tenant. With respect to the Premises, Tenant acknowledges that Landlord intends to apply to the taxing authority for separate valuation of the Premises and agrees to cooperate with Landlord in obtaining such separate assessment.

The term "Taxes" is hereby defined to mean all general and special taxes, including existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Premises on both land and all improvements contained therein. Tenant shall pay, or cause to be paid, before the same become delinquent, all Taxes, provided however, that if authorities having jurisdiction assess Taxes on the Premises and/or the improvements contained therein which Tenant deems excessive, Tenant may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts so long as the validity or amount thereof is contested by Tenant in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened and Tenant has, prior to such contesting of taxes, delivered to Landlord cash or other security satisfactory to Landlord, or a bond of indemnity of a good and solvent surety company in form and amount satisfactory to Landlord.

- 8.2. Tenant's Taxes. Tenant shall pay all taxes which may be lawfully charged, assessed, or imposed upon all fixtures and equipment of every type and also upon all personal property in the Premises, and Tenant shall pay or cause to be paid all license fees and other charges which may lawfully be imposed upon the business of Tenant conducted upon the Premises. In

the event that the Premises are separately assessed, Tenant shall promptly pay all taxes assessed on the Premises directly to the taxing authority and in all events such payments shall be made before the date on which any lien may be imposed upon the Premises or the Hospital Campus on account of non-payment thereof.

In the event that at any time while Landlord is exempt from local taxation any taxes shall be levied on the Parking Lot and Access Drives shown on the plan referred to in Exhibit "A", Tenant shall pay or cause to be paid all taxes to Landlord within fifteen (15) days after billing therefor. If at any time Landlord shall not be exempt from local taxation, Tenant shall pay to Landlord within fifteen (15) days after billing therefor, Tenant's share of taxes attributable to the Parking Lot and Access Drives. For the purpose of the preceding sentence, Tenant's share of taxes attributable to the Parking Lot and Access Drives shall be equal to the taxes on the land only multiplied by a fraction, the numerator of which shall be the square footage of the land area of the Parking Lot and Access Drives and the denominator of which shall be the square footage of the entire land area covered by the tax bill.

- 8.3. Tenant's Payment of Taxes. At any time when the Premises are not separately assessed, Tenant's pro rata share of Taxes shall be due and payable within twenty (20) days after receipt by Tenant of Landlord's invoice accompanied by a copy of the tax bills involved. At any time a holder of a mortgage on the Hospital Campus requires monthly tax escrows, Tenant agrees to make monthly tax deposits with Landlord (along with payments of Minimum Rent) in an amount

equal to one-twelfth (1/12th) of Tenant's annual payment on account of Taxes, with a final adjustment to be made between the parties as soon as said pro rata share has been determined (if applicable).

In every case, Taxes shall be adjusted to take into account any abatement or refund thereof paid to Landlord, less all of Landlord's costs of securing such abatement or refund. If Landlord shall elect to contest such Taxes, Landlord shall be entitled to bill Tenant for its said pro rata share of the costs and expenses thus incurred by Landlord as and when the same are incurred, and the same shall constitute part of such Taxes. To the extent that Landlord has so billed and received from Tenant payment of Tenant's pro rata share of the costs and expenses incurred by Landlord in contesting Taxes, the same shall not be deducted as aforesaid from the abatement or refund, if any, ultimately received with respect thereto. Notwithstanding the foregoing, if the Taxes contested relate to a period during which the Premises were separately assessed from the Hospital Campus, Tenant shall not be required to pay a pro rata share of the costs of such contest.

At any time when the Premises are not separately assessed from the Hospital Campus, Tenant shall have the right to request that Landlord institute a suit for abatement of Taxes and if Landlord refuses to commence such proceedings, Tenant shall thereafter have the right to institute proceedings for abatement of Taxes for the Hospital Campus in the name of Landlord, and Landlord agrees to cooperate with Tenant in connection therewith. Furthermore, Tenant shall have the right, at its sole cost and expense, to seek

abatement of taxes assessed on the Premises, at any time when the Premises are separately assessed from the Hospital Campus, provided that Landlord's interest in the Hospital Campus or the Premises is not threatened thereby.

The foregoing provisions of this ARTICLE VIII are predicated upon the present system of taxation in The Commonwealth of Massachusetts. Should any governmental authority having jurisdiction over the Hospital Campus impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals or other charges payable by others in the Hospital Campus to Landlord or with respect to the ownership of the land and buildings comprising the Hospital Campus by Landlord (or any individual or entity forming Landlord), either by way of substitution for all or any part of the present ad valorem real estate taxes or in addition thereto, then such tax and/or assessment shall be deemed to constitute "Taxes" for the purposes of this lease and Tenant shall be obligated to pay its proportionate share thereof as set forth in this ARTICLE VIII, except that Tenant shall not be obligated to pay any tax based upon the income or profits of Landlord. Further, if there is any other change in the system of taxation (other than as set out immediately above) which is in substitution of or in addition to the present system, Tenant shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this ARTICLE VIII.

ARTICLE IX
INDEMNITY AND INSURANCE

9.1. Tenant's Indemnity. To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and save harmless Landlord from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring from and after the date hereof and until the end of the term of this lease and thereafter, so long as Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident, injury or damage occurring outside of the Premises but within the Hospital Campus, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees or independent contractors.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

9.2. Public Liability Hazard and Other Insurance. Tenant, at its sole expense, shall maintain, or cause to be maintained, for the benefit of Landlord (and Landlord shall be named as a party-insured in said policies together with Tenant, and, at the election of Tenant, together with other interested parties), comprehensive general public liability insurance with contractual

coverage with such deductible amounts as Landlord deems appropriate (but only so long as the foregoing type of insurance or insurance analogous thereto, is available from responsible insurance companies doing business in the Commonwealth of Massachusetts) such insurance to afford protection in minimum limits of liability of not less than \$5,000,000.00 each occurrence/\$5,000,000.00 aggregate Bodily Injury and Property Damage Combined Single Limit or such higher limits as Landlord may reasonably from time to time require. Tenant, at its sole cost and expense, shall also carry with respect to the Premises, insurance against loss or damage to the Premises by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" which shall contain a "Replacement Cost Endorsement" (covering 100% of the full replacement costs, from time to time of any improvements, from time to time on the Premises, exclusive of foundations) and insurance against such other hazards and contingencies as Landlord shall from time to time reasonably require including, without limitation, builder's risk insurance, naming Landlord as a named insured, in such form and amounts as Landlord may reasonably require. Each such policy of insurance required to be carried by Tenant pursuant to this ARTICLE IX, or a certificate thereof, shall be promptly deposited with Landlord, and in the case of the renewal of such policy, shall be deposited not less than ten (10) days prior to the expiration date of the expiring policy. Such policies shall provide that the same may not be cancelled or coverage reduced without at least thirty (30) days' prior written notice to Landlord (but only so long as such 30 day notice period is available from responsible insurance companies doing business in

Massachusetts; if a shorter notice period is required, then the foregoing 30 day period shall be reduced to the shorter period thus required). In addition, if Tenant shall elect not to renew any such policy, Tenant shall send Landlord written notice thereof at least ten (10) days prior to the expiration of such policy, accompanied by copies of the policy or policies which Tenant proposes to substitute therefor. Such insurance may be maintained by Tenant by way of: (i) primary insurance and/or so-called "umbrella" policies, and (ii) so-called "blanket" policies, so long as, in any such event, the limits of insurance required hereby shall at all times remain unaffected by the maintenance of such policies. Such policies may contain deductibles in amounts deemed reasonable by Landlord.

Tenant also agrees that it shall keep its fixtures, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant fully insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage and replacement cost endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise. Such policies may contain deductibles in amounts deemed reasonable by Landlord.

In addition to the foregoing, Tenant shall carry such additional insurance or such higher limits of coverage, in such form and from reputable insurers as

Landlord may from time to time reasonably require during the term hereof.

9.3. Tenant's Risk. To the maximum extent this agreement may be made effective according to law, Tenant agrees to use and occupy the Premises and to use such other portions of the Hospital Campus as Tenant is herein given the right to use at Tenant's own risk; and Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or fixtures or other personal property of Tenant or those claiming by, through or under Tenant. The provisions of this Section shall be applicable from and after the execution of this lease and until the end of the term of this lease, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Hospital Campus.

9.4. Non-Subrogation. Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Premises are located (even though extra premium may result therefrom): Landlord and Tenant mutually agree that, with respect to any hazard which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this

provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section be deemed to modify or shall derogate from or otherwise affect releases elsewhere herein contained of either party for claims.

9.5. Extra Hazardous Use. Tenant and Landlord covenant and agree with each other that neither Tenant nor Landlord will do or permit anything to be done in or upon the Premises, or in the Hospital Campus, as the case may be, or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the buildings located on the Hospital Campus above the standard rate on the same determined by the circumstances existing as of and on this date of this lease; and each of Tenant and Landlord further agree that, in the event that the other of them shall hereafter do any of the foregoing, the other of them will promptly pay, on demand, any such increase resulting therefrom.

9.6. Landlord's Insurance. Landlord agrees that throughout the term of this lease it will carry, and keep in force, liability insurance covering the Premises in an amount not less than \$1,000,000.00 of coverage.

ARTICLE X
LANDLORD'S ACCESS TO PREMISES

10.1. Exhibition of Space to Prospective Purchasers, Mortgagees or Tenants. At all times during the term of this lease, Landlord shall have access to the Premises, at reasonable times and upon prior notice to Tenant to Exhibit the Premises to prospective tenants, purchasers or mortgagees.

ARTICLE XI
DAMAGE CLAUSE

11.1. Damage to the Premises. In the event of fire or other casualty to the Premises or the Medical Office Building, Tenant shall forthwith commence, and thereafter diligently and continuously prosecute to completion, the repair of such damage and the restoration of the Premises to their condition immediately prior to such damage, to the extent reasonably possible. All such repairs and restoration shall be commenced immediately and diligently performed to completion. Should any insurance proceeds available to Tenant be insufficient to fully restore the Premises or the Medical Office Building to their former condition, or if the insurer denies liability to the Tenant, the Tenant shall nevertheless be obligated to make up any insufficiency and Tenant's obligations hereunder shall in no way be deemed to be modified or excused on account thereof.

In the event that any structures or improvements from time to time on the Premises shall be damaged or destroyed by fire or other casualty, then Tenant shall

promptly thereafter take all steps necessary to assure that the Premises shall be and remain safe and the damaged structures or improvements shall not constitute a hazard or danger to persons or property.

All plans for repairs and restorations shall be submitted to Landlord for Landlord's prior written approval, such approval not to be unreasonably withheld or delayed.

11.2. No Abatement of Rent. In no event shall Minimum Rent or additional rent be suspended or abated.

11.3. Damage During Last Two Years of Term. If the Premises or the Medical Office Building shall be substantially damaged or destroyed by fire or casualty within the last two years of the term of this lease or any applicable renewal term, either party shall have the right, by giving notice to the other not later than sixty (60) days after such damage or destruction, to terminate this lease, whereupon, this lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. In the event of such termination, Tenant shall have no obligation to repair or restore the Premises or the Medical Office Building and neither party shall have any further liability hereunder, but all insurance proceeds available on account of such loss shall be paid to Landlord (subject to the rights of any Unit mortgagees) and Tenant shall have no claim to any such insurance proceeds. Notwithstanding the foregoing, in the event Landlord notifies Tenant of its intention to terminate this lease on account of a casualty within the last two years of the term of this lease, and if

Tenant then has a right and option to extend the term hereof, Tenant shall have the right to render nugatory Landlord's notice of termination, by notifying Landlord that Tenant intends to renew the term of this lease as herein provided in which event Tenant shall be obligated to restore the Premises in accordance with the provisions of this Article XI.

- 11.4. Damage to the Hospital Campus. It is expressly understood and agreed that Tenant shall have no right to terminate this lease on account of any fire or other casualty to the Hospital Campus provided that following such fire or casualty, Landlord either (i) rebuilds the damaged portion of the Hospital Campus to the same or similar condition immediately prior to such damage if the same materially adversely affects the Premises, to the extent reasonably possible, or (ii) removes any debris and restores the Hospital Campus to a sightly condition. In the event Landlord elects not to restore the Hospital Campus, and if a hospital operation is no longer conducted on any portion of the Hospital Campus, the parties agree that this lease shall not be terminated on account thereof and shall continue in full force and effect except that any restrictions contained in this lease with respect to the use and operation of the Premises shall no longer be applicable.

ARTICLE XII

EMINENT DOMAIN

- 12.1. Taking of the Entire Premises. In the event of a taking of the entire Premises by reason of eminent domain or other action of public authority prior to

the expiration of the term of this lease, this lease shall forthwith terminate and the entire amount of any award(s) paid or payable shall be allocated as follows:

- a) The award(s) shall be allocated between Landlord and Tenant in a manner which shall reflect the respective interests of Landlord and Tenant in the Premises immediately prior to such taking. All relevant factors shall be taken into account including, but without limitation: (i) the then unexpired portion of the term of this lease; (ii) the loss to Tenant of the value of its leasehold interest; (iii) the rent and land value of which Landlord has been deprived by reason of said taking; and (iv) the value of the improvements constructed on the Premises.

12.2. Taking of a Portion of the Premises. In the event of a taking (as aforesaid) of less than the entire Premises, then the proceeds paid or payable by reason of such taking shall be allocated as follows:

- a) If, in Landlord's and Tenant's reasonable judgment, the buildings and improvements on the Premises may reasonably be restored to an architectural unit or units, the proceeds shall be made available to the extent necessary to enable Tenant to repair and restore that which may remain thereof.
- b) Any remainder after the use of such proceeds as set forth in (a) above, shall be paid over in accordance with an allocation made as provided in Section 12.1.

In the event of the taking which does not result in the termination of this lease, there shall be a fair and equitable abatement of all rent and other charges payable by Tenant hereunder taking into account the extent to which Tenant shall be required to cease operations in the Premises and further taking into account the possible reduction in the size of the Premises.

12.3. Temporary Taking. If the temporary use of the whole or any part of the Premises shall be taken at any time during the term of this lease for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between Tenant and those authorized to exercise such right, Tenant shall give prompt written notice thereof to Landlord and the term of this lease shall not be reduced or affected in any way, and Tenant shall continue to pay in full the minimum net rent, additional rent, and other sum or sums of money and charges reserved and provided to be paid by Tenant in accordance with all of the terms of this lease, but Tenant shall be entitled to, and shall, receive the entire award for such taking (whether paid by way of damages, rent or otherwise).

12.4. Proceedings by Tenant. Any and all proceedings brought by Tenant in connection with the claim or claims for damages as a result of any taking referred to in this Article XII, shall be conducted by and at the sole expense of Tenant, but notwithstanding anything contained herein to the contrary, Tenant shall, as a first charge against any award, be entitled to be reimbursed for all costs incurred in prosecuting such claim (including without limitation,

legal, accounting, engineering and appraisal expenses) and the award to be allocated as set forth above shall be the net award after deducting such costs and expenses. If any provision of law now or hereafter in effect shall require that said proceedings be brought by or in the name of Landlord, or any owner of the Premises, Landlord shall join in such proceedings or permit the same to be brought in its name. Landlord covenants and agrees to do any and all acts and to execute any and all documents which may be reasonably required to enable Tenant to maintain such proceedings.

Notwithstanding the foregoing provisions of this Section 12.4 it is agreed that if Landlord shall incur any cost or expense in connection with such proceedings, Landlord shall be entitled to reimbursement for the reasonable amount thereof and same shall likewise constitute a first charge against any award.

- 12.5. Allocation of Award. Neither Landlord nor Tenant shall be bound by any division or apportionment of an award which may be made in any legal proceeding for the assessment of damages arising out of any such taking, but such division or apportionment shall, notwithstanding the provisions of law to the contrary, be determined in accordance with the provisions of this Article XII. Payments by the taking authority shall be made directly to Landlord and Tenant, as appropriate, including payment to Tenant for the value of the loss of Tenant's leasehold interest; and Landlord shall execute any instrument or document necessary to authorize the same. Promptly upon their receipt of any such payments, Landlord and

Tenant shall allocate them as provided in this Article XII.

- 12.6. Taking of the Hospital Campus. In the event of a taking of the entire Hospital Campus by reason of eminent domain or other action of public authority prior to the expiration of the term of this lease, Landlord shall have the option of terminating this lease upon not less than sixty (60) days' prior notice to Tenant.

In the event of a taking of a non-material portion of the Hospital Campus, this lease shall continue in full force and effect except that if Landlord elects not to restore the Hospital Campus to an architectural unit as nearly like the Hospital Campus prior to any such taking and thereafter discontinues any hospital operation thereon, Landlord shall put the remainder of the Hospital Campus in a slightly condition and the provisions of the last sentence of Section 11.4 of this lease shall likewise be applicable to the event described in this paragraph.

ARTICLE XIII

DEFAULT

- 13.1. Tenant's Default. Any one of the following shall be deemed to be an "Event of Default":

- a) Failure on the part of Tenant to make payment of rent or any other monetary amount due under this lease within ten (10) days after Landlord has sent to Tenant notice of such default.

However, if: (i) Landlord shall have sent to Tenant two notices of such default, even though the same shall have been cured and this lease not terminated; and (ii) during any two (2) consecutive Lease Years in which said notices of default have been sent by Landlord to Tenant, Tenant thereafter shall default in any monetary payment, the same shall be deemed to be an Event of Default upon Landlord giving Tenant written notice thereof, without the ten (10) day grace period set forth above.

- b) Failure of Tenant to keep all insurance required to be carried by Tenant under this lease current and in full force and effect.
- c) The filing of a petition with Land Court or elsewhere to remove the Premises from the jurisdiction of c. 183A, or other removal or dissolution of the Premises from the provisions of c. 183A, or the amendment of the Master Deed of even date naming Landlord as the Declarant and creating The Lowell Medical Leasehold Condominium such that the provisions contained in sections 7 or 8 of such Master Deed are amended.

Notwithstanding the above, or any other provision in this lease, after Tenant submits the Premises to the jurisdiction of c. 183A, Landlord may not terminate the leasehold interest of any Unit Owner, provided that (i) such Unit Owner makes timely payment or tender of said timely payment by certified mail of such Unit Owner's share of the Minimum Rent and Additional Rent and (ii) otherwise complies with all covenants and conditions which, if violated, would

entitle Landlord to terminate this lease. A Unit Owner's leasehold interest is not affected by failure of any other person to pay rent or fulfill any other covenant or condition in this lease.

13.2. Landlord's Remedies. Should any Event of Default occur, then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and upon five (5) days' prior notice to Tenant, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, or Landlord may send written notice to Tenant terminating the term of this lease; and upon the first to occur of: (i) entry as aforesaid; or (ii) the fifth (5th) day following mailing of such notice of termination, the term of this lease shall terminate.

Tenant covenants and agrees, notwithstanding any termination of this lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if Landlord had not entered or

re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, reasonable remodelling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any reletting of the Premises all relevant factors which would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to, the type of medical operation then being operated on the Hospital Campus, the type of operation proposed to be conducted by any such replacement tenant, and the financial responsibility of any such replacement tenant; and, although Landlord agrees to act in a commercially reasonable manner in reletting the Premises or in deciding not to relet the Premises, nothing contained herein is intended to be, nor shall be construed as, an express obligation on the part of Landlord to mitigate Tenant's damages. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the

then cash rental value (in advance) of the Premises for the balance of the term.

- 13.3. Landlord's Default. Subject to the provisions of Section 7.5 hereof, Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

Further, if the holder of a mortgage which includes the Premises notifies Tenant that such holder has taken over Landlord's rights under this lease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and payable, but shall look solely to Landlord for satisfaction of such claim.

ARTICLE XIV
BANKRUPTCY OR INSOLVENCY

- 14.1. Use and Occupancy Charges. When, pursuant to the Bankruptcy Code, a Trustee or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the Minimum Rent specified in Section 1.2 hereof and any other charges payable by Tenant hereunder, including, without limitation, Tenant's share of common area maintenance expenses and Taxes.

14.2. No Assignment. Neither Tenant's interest in this lease, nor any lesser interest of Tenant herein, nor any estate of Tenant created hereby, shall pass to any trustee, receiver, sublessee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord shall consent to such transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, sublessee, person or other entity shall be deemed to have waived, nor shall it waive, the need to obtain Landlord's consent or Landlord's right to terminate this lease for any transfer of Tenant's interest under this lease without such consent. Landlord agrees to allow a Debtor-in-Possession or Trustee-in-Bankruptcy to remain in a Unit if there has been, and so long as there is, no default in the terms of the sublease for such Unit or Event of Default under this Lease.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1. Waiver. Failure on the part of either Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by that party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by either party shall be construed as a waiver by such party of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of either party to or of any action by the other requiring such

consent or approval shall not be construed to waive or render unnecessary the consent or approval by such party to or of any subsequent similar act by the other.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

- 15.2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on the part of Tenant to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof, without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant; the foregoing covenant of quiet enjoyment is in lieu of any other such covenant, express or implied; and it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder.

Landlord and Tenant specifically agree that any beneficiary of any Trust of which any person from time to time holding Landlord's interest is Trustee or any officer of Landlord shall never be personally liable in their capacity as beneficiary, trustee or officer for any judgment, or for the payment of any monetary obligation to Tenant and Tenant shall look solely to The Lowell General Hospital, as Landlord, to satisfy any judgment. It is further understood and agreed that Landlord shall in no event be liable for failure to perform any obligation under this lease in the event Landlord is prevented from so performing by any event of force majeure of the type described in Section 15.26 hereof, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant and in no event shall the Landlord ever be liable to the Tenant for any indirect, special or consequential damages.

- 15.3. Notice to Mortgagee and/or Ground Lessor. After receiving written notice from any person, firm, or other entity, that it holds a mortgage which includes as part of the mortgaged premises the Premises, or that it is the ground lessor under a lease with Landlord as the ground lessee which covers the Premises, Tenant shall, so long as such mortgage is outstanding and/or such ground lease is in effect, be required to give to such holder and/or ground lessor the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder and/or ground lessor concurrently. It is further agreed that such holder and/or ground lessor shall have the same opportunity to cure any default, and the same time

within which to effect such curing, as is available to Landlord; and if necessary to cure such a default, such holder and/or ground lessor shall have access to the Premises. For the purposes of this lease, the term "mortgage" shall include any mortgage or the like on a fee and/or leasehold interest of Landlord (but not one on Tenant's leasehold interest).

15.4. Assignment of Rents. With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property which includes the Premises, Tenant agrees:

- a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder, or ground lessor, shall, by notice sent to Tenant, specifically otherwise elect; and
- b) that, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage or deed of trust and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

15.5. Mechanics' and Other Liens. Landlord and Tenant each agree promptly to discharge of record (either by payment or by filing the necessary bond, or otherwise) any mechanics', materialmen's or other lien against

the Premises or the Hospital Campus and/or Landlord's or Tenant's interest therein, as the case may be, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant or Landlord in, upon or about the Premises or the Hospital Campus.

15.6. No Brokerage. Landlord and Tenant each warrants and represents that it has dealt with no broker in connection with the consummation of this lease, and in the event of any brokerage claims against either party predicated upon prior dealings with the other, the party in breach of the foregoing agrees to defend the same and indemnify the non-breaching party against any such claim.

15.7. Definition of Additional Rent. Without limiting any other provision of this lease, it is expressly understood and agreed that Tenant's participation in Taxes, common area maintenance expenses, and all other charges which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon, shall be deemed to be additional (but not minimum) rent, and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of Minimum Rent.

15.8. Landlord's Fees and Expenses. Unless prohibited by applicable law, each of Tenant and Landlord agree to pay to the other of them the amount of all legal fees and expenses incurred by the other of them arising out of or resulting from any wrongful act or omission by the other of them with respect to this lease or the

Premises, including without limitation, any breach of obligations hereunder.

Further, if Tenant or Landlord shall request the consent or joinder of the other of them to any instrument pertaining to this lease, Tenant or Landlord shall reimburse the other of them for the legal fees incurred in processing such request, whether or not such request is complied therewith.

Whenever Tenant shall request approval by Landlord or Landlord's Architect of plans, drawings, specifications, or otherwise with respect to initial construction of the Premises, subsequent remodelling thereof, installation of signs including subsequent changes thereof, or the like, Tenant specifically agrees promptly to pay to Landlord's Architect (or reimburse Landlord for the payment Landlord makes to said Architect for) all charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given.

- 15.9. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

- 15.10. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and assigns. Each term and each provision of this lease to be performed by Tenant or Landlord shall be construed to be both a covenant and a condition, but nothing contained herein shall be construed as granting Tenant any rights of off-set against rent and other charges payable by Tenant hereunder. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by those provisions of ARTICLE VI hereof.
- 15.11. Other Agreements. Tenant hereby warrants and represents that neither this lease nor the operation of the Premises hereunder violates the provisions of any instrument heretofore executed by Tenant or any affiliate of Tenant.
- 15.12. Recording. Each party agrees to execute and deliver a so-called Notice of Lease or short form lease in form recordable and complying with applicable law in the form of Exhibit "B", attached hereto and by this reference made a part hereof. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not

intended to vary the terms and conditions of this lease.

15.13. Notices. Whenever, by the terms of this lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by a recognized, private express carrier:

If intended for Landlord, addressed to Landlord at the address set forth on the first page of this lease, and a copy to Landlord in care of Goulston & Storrs, P.C., 400 Atlantic Avenue, Boston, Massachusetts 02110-3333, Attention: Alan S. Goldberg, Esq. (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice).

If intended for Tenant, addressed to Tenant at the address set forth on the first page of this lease marked Attention: President, and a copy to Regnante, Regnante, Sterio & Osborne, One Essex Center Drive, Peabody, Massachusetts 01960 Attention: Theodore C. Regnante, Esq. (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective upon delivery or tender of delivery.

Where, in the notice clause, provision is made for the attention of an individual or department, the notice shall be effective only if the wrapper in which such notice is sent is addressed to the attention of such individual or department.

15.14. When Lease Becomes Binding. Employees or agents of Landlord or of Tenant have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

15.15. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

15.16. Rights of Mortgagee and/or Ground Lessor. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages that may hereafter be placed upon the Hospital Campus or any portion thereof containing the Premises, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee named in said mortgages shall elect by written notice delivered to Tenant to

subject and subordinate the rights and interest of Tenant under this lease to the lien of its mortgage; it is further agreed that any mortgagee or trustee may elect to give the rights and interest of Tenant under this lease priority over the lien of its mortgage. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage, whether this lease is dated prior to or subsequent to the date of said mortgage. Tenant shall execute and deliver whatever instruments may be required for such purposes forthwith upon demand, and in the event the Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do.

In the event that any holder or prospective holder of any mortgage (including a leasehold mortgage) which involves the Premises as part of the mortgaged premises, shall request any modification of any provisions of this lease, other than a provision directly related to the rent payable hereunder or the duration of the term hereof or the termination rights contained herein, Tenant agrees that Tenant will not unreasonably withhold or delay its consent to such modifications and shall promptly enter into a written agreement in recordable form with Landlord or such holder or prospective holder, which shall effect such modification and provided that such modification shall become effective and binding upon Tenant and shall

have the same force and effect as an amendment to this lease for all purposes. Tenant hereby appoints such holder as Tenant's Attorney-in-Fact to execute any such modification upon failure of Tenant to respond to Landlord's request for such modification within twenty (20) days of such requests.

It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any lease of the Premises in connection with a sale and leaseback or any sublease of the Premises in connection with a lease and subleaseback that may hereafter occur (such leaseback or subleaseback to be referred to in this Section 15.16 as the "Primary Lease"), if the lessor or sublessor pursuant to such sale and leaseback or lease and subleaseback (such lessor or sublessor to be referred to in this Section 15.16 as the "Primary Lessor") shall elect, by written notice delivered to Tenant, to subject and subordinate the rights and interest of Tenant under this lease to the Primary lease; it is further agreed that the Primary Lessor may elect to give the rights and interest of Tenant under this lease priority over the Primary Lease. In the event of either such election, and upon notification by the Primary Lessor to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the Primary Lease, whether this lease is dated prior to or subsequent to the date of the Primary Lease. Tenant shall execute and deliver whatever instruments may be required for such purposes forthwith upon demand.

Tenant's agreement to subordinate this lease to any mortgage or Primary Lease shall be conditioned upon

the holder of any such mortgage or deed of trust which may become prior to this lease, and any such Primary Lessor, as the case may be, entering into its usual nondisturbance agreement with Tenant (and Tenant's mortgage holder), or in lieu thereof providing Tenant with an agreement by the terms of which such holder or Primary Lessor agrees to recognize the rights of Tenant under this lease in the event of foreclosure of such mortgage or termination of such Primary Lease, respectively (including, without limitation, recognizing that this lease is noncancellable except for the specific default terms contained herein), so long as Tenant is not in default hereunder and upon such other terms as such holder or Primary Lessor and Tenant shall mutually agree.

15.17. Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the request of the other made from time to time, will promptly furnish a statement on the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to acknowledge to Landlord the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may set forth specifically in said statement.

15.18. Interest. Minimum Rent, and all other charges payable under this lease, if not paid when due, shall bear interest from the applicable due date until the same

are paid at a rate of interest equal to the lesser of (i) four percent (4%) above the so-called "base rate" announced from time to time by The First National Bank of Boston, or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts.

15.19. Expansion. Notwithstanding anything to the contrary contained in this lease, Landlord shall have the right to expand, contract, change, mortgage, encumber, sell or otherwise affect all or any portion of the Hospital Campus from its present boundaries and may construct, alter, rehabilitate or demolish such buildings, roads, underground connectors, parking areas and ways which the Landlord, in Landlord's sole discretion, deems necessary or appropriate at Landlord's sole cost and expense.

15.20. Surrender of Premises. On the expiration or earlier termination of the term of this lease, Tenant shall quit and surrender the Premises in neat and clean condition and in good order, condition and repair, together with all work, improvements, buildings, alterations and additions (including, without limitation, all heating, ventilating, air-conditioning, lighting and plumbing equipment and fixtures, whether or not any such equipment or fixtures may otherwise be considered to be fixtures) which may have been made or installed in, on or to the Premises prior to or during the term of this lease, except for the furniture brought into the Premises at Tenant's sole cost and expense, which furniture Tenant may remove upon the expiration of the term of this lease (provided Tenant is not then in default). Tenant shall remove all its signage at the expiration

or earlier termination of this lease. Tenant covenants and agrees to repair any and all damage to the Premises resulting from such removal. Any or all of the property to be removed by Tenant from the Premises on or before the expiration of the term of this lease which is not so removed shall, at Landlord's option, either become the exclusive property of Landlord or may be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant.

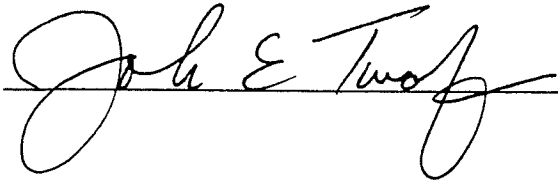
- 15.21. Excavation. Tenant shall not order, authorize or allow any excavation, filling or dredging of the Premises or any area adjacent to or on the Hospital Campus without Landlord's prior express written approval.
- 15.22. Holding-Over. Any holding-over by Tenant after the expiration of the term of this lease shall be treated as a tenancy at sufferance at two times the rent and other charges specified herein (and if varying rates are specified herein, at two times the highest such rate), prorated on a daily basis, and shall otherwise be on the terms and conditions set forth in this lease, so far as applicable. The provisions of the immediately preceding sentence shall not be applicable to Tenant's continued occupancy of the Premises pursuant to a valid extension agreement duly executed by Landlord and Tenant.
- 15.23. Governing Law. This lease shall be governed exclusively by the provisions hereof and by the laws of The Commonwealth of Massachusetts, as the same may from time to time exist.

- 15.24. Certificate. In the event Tenant is a corporation, Tenant shall deliver to Landlord, upon the execution of this lease, a Clerk's Certificate or Secretary's Certificate in form reasonably satisfactory to Landlord, confirming that the execution of this lease has been duly authorized.
- 15.25. Signs. Tenant shall have complete control over all signs within the interior of the Medical Office Building provided that such signs are professionally prepared. All signs within the interior of the Premises, but affixed to the front of the Medical Office Building and visible to the outside shall be professionally prepared and maintained in a neat and uncluttered fashion. All signs located on or affixed to the exterior of the Medical Office Building, shall be subject to Landlord's approval which approval shall not be unreasonably withheld or delayed. Without intending to limit the generality of the foregoing, Tenant shall not be permitted to install any pylon sign anywhere in the Premises or in the Hospital Campus without Landlord's express approval.
- 15.26. Force Majeure. It is understood and agreed that neither party shall be liable for failure to perform any obligation under this lease in the event that such party is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond such party's reasonable control, or for any cause due to any act or neglect of the other, or its servants,

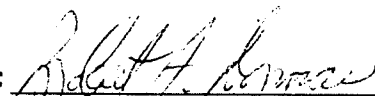
agents, employees, licensees, or any person claiming by, through or under such other party, but financial inability shall never be deemed to be a cause beyond a party's control and neither Landlord nor Tenant shall ever be excused from obligations to maintain insurance.

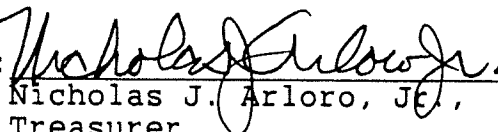
WITNESS the execution hereof under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

Signed, sealed and delivered
in the Presence of:



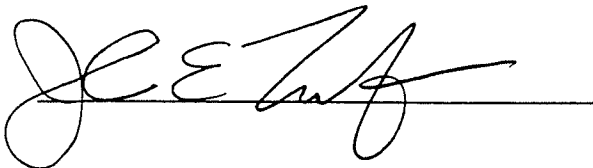
THE LOWELL GENERAL HOSPITAL

By: 
Robert A. Donovan,
President

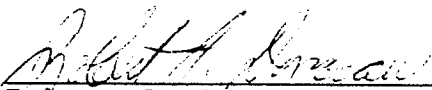
By: 
Nicholas J. Arloro, Jr.,
Treasurer

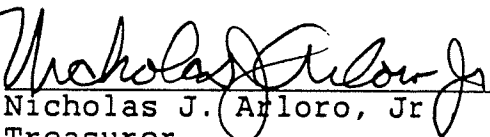
[LANDLORD]

Signed, sealed and delivered
in the Presence of:



LGH MEDICAL BUILDING SERVICES,
INC.

By: 
Robert A. Donovan,
President

By: 
Nicholas J. Arloro, Jr.
Treasurer

[TENANT]

EXHIBIT "A"

DESCRIPTION OF PREMISES

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 a plan 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 Kaminski & Associates, Inc. Sheets 1 thru 4, which Plan is recorded in the Middlesex North Registry of Deeds in Book _____, Page _____.

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 4 of 4 of the above referenced plan.

EXHIBIT "B"

MEMORANDUM OF LEASE

DATE: January , 1991

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

PARTIES TO LEASE:

Landlord: The Lowell General Hospital, A
Massachusetts charitable corporation

Mailing Address:
295 Varnum Avenue
Lowell, Massachusetts 01854

Tenant: LGH Medical Building Services, Inc., a
Massachusetts business corporation

Mailing Address:
275 Varnum Avenue
Lowell, Massachusetts 01854

DATE OF LEASE: January __, 1991

DATE OF EXECUTION
OF LEASE BY LANDLORD: January __, 1991

DATE OF EXECUTION
OF LEASE BY TENANT: January __, 1991

COMMENCEMENT DATE: January __, 1991

PREMISES

The Premises demised by the Lease consist of 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 Lease are 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 the area between the floor and ceiling of the underground connector structure is included in the Premises. The Landlord reserves all surface land rights above said underground connector.)

TERM

The Lease stipulates a term of ninety-nine (99) years, unless said term shall be earlier terminated, as provided in the Lease. The term of the 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 Lease, and this Notice of Lease is executed pursuant to and subject to all the covenants, conditions and terms set forth in the 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 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:

THE LOWELL GENERAL HOSPITAL

By: _____
Robert A. Donovan,
President

By: _____
Nicholas J. Arloro, Jr.,
Treasurer

[Landlord]

Witness:

LGH MEDICAL BUILDING SERVICES,
INC.

By: _____
Robert A. Donovan,
President

By: _____
Nicholas J. Arloro, Jr.,
Treasurer

[Tenant]

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

January _____, 1991

Then personally appeared the above-named Nicholas J. Arloro, Jr., known to me to be the Treasurer of The Lowell General Hospital and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said The Lowell General Hospital, before me.

John E. Twohig, Notary Public
My Commission Expires: 2/20/92

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

January _____, 1991

Then personally appeared the above-named Nicholas J. Arloro, Jr., known to me to be the Treasurer of LGH Medical Building Services, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said LGH Medical Building Services, Inc., before me.

John E. Twohig, Notary Public
My Commission Expires: 2/20/92