



Bk: 18042 Pg: 155 Page: 1 of 13  
Recorded: 08/25/2003 09:50 AM

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

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

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

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

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

*Property Address: 295 Varnum Ave. Lowell*  
*Master Deed*  
*BK 5441 pg 164 DOC 718*

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

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

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

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

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

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

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

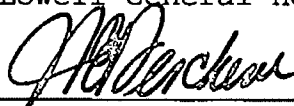
IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the eighth day of August, 2003.

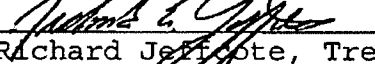
Unit Nos.

101, 102, 103  
107, 204, 207

Unit Owner(s)

The Lowell General Hospital

By:   
Norman E. Deschene, President  
Duly Authorized


By:   
Richard Jeffcote, Treasurer

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

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

  
- Notary Public  
My Commission Expires:



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

Unit No.

108

Rekha Bains  
Rekha Bains


Commonwealth of Massachusetts

Middlesex, ss

August 5, 2003

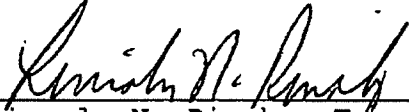
Then personally appeared the above-named Rekha Bains, and acknowledged the foregoing instrument to be his/her free act and deed, before me,

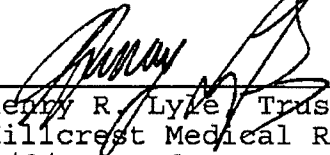
John C. Deveau  
- Notary Public  
My Commission Expires  
**JOHN C. DEVEAU**  
**MY COMMISSION EXPIRES JANUARY 12, 2007**



Unit No.

201

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

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

Assented to:  
Enterprise Bank and Trust  
Company, Mortgagee

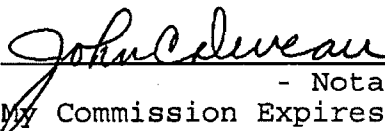
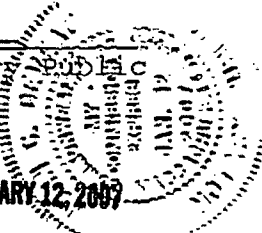
By: \_\_\_\_\_  
It's \_\_\_\_\_, Duly authorized

Commonwealth of Massachusetts

Middlesex, ss

August 12, 2003

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

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


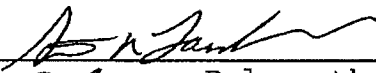
Unit No.

201

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

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

Assented to:  
Enterprise Bank and Trust  
Company, Mortgagee

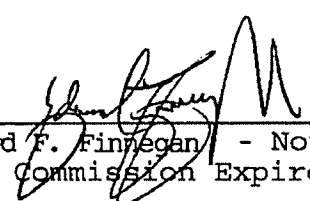
By:   
It's SVP, Duly authorized  
Senior Vice President

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

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

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

Unit No.

203

Mary Ellen Walek

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

Assented to:  
Enterprise Bank and Trust  
Company, Mortgagee

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

Commonwealth of Massachusetts

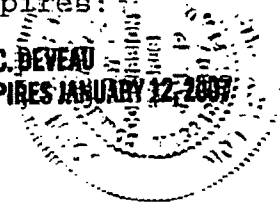
Middlesex, ss

August 8, 2003

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

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

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



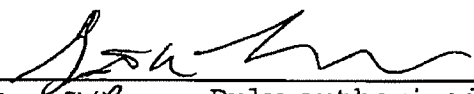
Unit No.

203

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

Assented to:

^ Enterprise Bank and Trust  
Company, Mortgagee

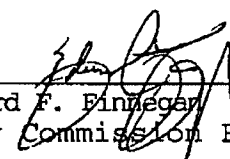
By:   
It's JVP, Duly authorized  
Senior Vice President

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

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

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



Unit No.

208

*C. Madrid*

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

Commonwealth of Massachusetts

Middlesex, ss


August 8, 2003

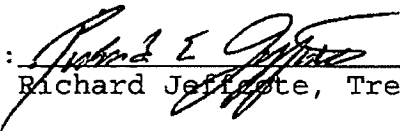
Then personally appeared the above-named Carlos A. Madrid, General Partner, and acknowledged the foregoing instrument to be his free act and deed, before me,

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

ASSENTED TO:

The Lowell General Hospital

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

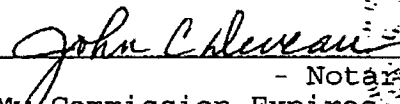

By:   
Richard Jeffete, Treasurer

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

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

  
- Notary Public  
My Commission Expires: 

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

LGH Medical Building Services,  
Inc.

By: 


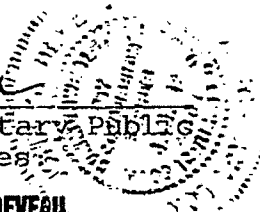
Duly Authorized  
Tenant under Lease Agreement  
as aforesaid

Commonwealth of Massachusetts

Middlesex, ss

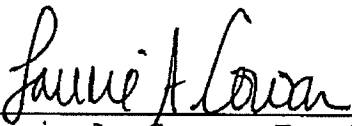
August 8, 2003

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

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

The Lowell Medical Leasehold  
Condominium Trust

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

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

Commonwealth of Massachusetts

Middlesex, ss

August , 2003

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

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

The Lowell Medical Leasehold  
Condominium Trust



Norman E. Deschene, Trustee


Laurie A. Cowan, Trustee

Commonwealth of Massachusetts

Middlesex, ss

August 8, 2003

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



- Notary Public  
My Commission Expires

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

