

RULES AND REGULATIONS

SCHEDULE A

RULES AND REGULATIONS

PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL

Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration of Trust of the Physicians' Medical Office Building Condominium Trust.

- A. Except as provided in the Master Deed or the Declaration of Trust, there shall be no obstruction of the common areas or facilities of the Condominium, nor shall anything be stored in the common areas or facilities, nor shall the common areas or facilities be used as waiting rooms for patients or clients of doctors or businesses occupying the Units.
- B. No accumulation of rubbish, debris or unsightly material will be permitted in the common areas or facilities of the Condominium, except in trash storage areas designated by the Trustees or the managing agent or manager employed by the Trustees.
- C. Each Unit Owner shall cause its Unit to be kept in a good state of repair and cleanliness.
- D. Except as provided in the Master Deed or the Declaration of Trust, nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance of the Condominium or contents thereof, without the prior written consent of the Trustees (which consent may be conditioned upon such Unit Owner bearing any resulting increase in insurance premiums). All Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance and inspectional rating bureau having jurisdiction, and with the rules and regulations contained in any fire insurance policy upon the Condominium or the property contained therein. Damage by fire or accident to any Unit or to the common areas and facilities shall be promptly reported to the Trustees or the managing agent designated by them.
- E. No sign, notice, or advertisement visible from the exterior of the Building or from the common areas of the Condominium shall be displayed without the prior consent of the Trustees and the Lessor. Notwithstanding the above, signs visible only from the interior of the Condominium building which identify the name of the occupants of the Unit and their

professional specialty shall be deemed approved by the Trustees and the Lessor, provided such signs conform in all respects to specifications approved by the Lessor and issued by the Trustees or the managing agent.

- F. Nothing shall be placed in the exterior windows of the Condominium which can be seen from the outside, with the exception of window treatments conforming in all respects to specifications to be issued by the Trustees or the managing agent and approved by the Lessor, which window treatments may be required by the Trustees.
- G. No radio or television antenna or air conditioner shall be attached to or hung from the exterior of any units without the written approval of the Trustees.
- H. No vehicle belonging to any Unit Owner or to tenants, employees or invitees of any Unit Owner shall be parked in a manner as to impede or prevent access to and from the parking areas. All such vehicles shall be parked in the Parking Areas as defined the Ground Lease, and, in the case of employees' vehicles, in specially designated portions of the Parking Area.
- I. With the exception of Owners of Commercial Units, their tenants and employees, no Unit Owners, tenants or employees shall maintain business hours outside the hours of 7:30 a.m. to 6:30 p.m., except as may be otherwise permitted by the Trustees.
- J. Unit Owners, their tenants, employees and invitees shall comply with all restrictions contained in the, Master Deed, and Declaration of Trust, as such may be amended from time time.
- K. All Unit Owners, their tenants and employees shall comply with any security procedures promulgated by the Trustees or the managing agent concerning the storage of chemicals, hazardous materials, drugs, and other similar substances.

AMENDED GROUND LEASE

~~Date #~~ 509.53

61847/57091 304 XP-1521/m
8/10/88 10:30 a.m.

Hampden County Registry of Deeds
RECEIVED FOR RECORD

AUG 18 1988

3:00 CLOK *24m P.m.*

AMENDED AND RESTATED
GROUND LEASE

by and between

THE MERCY HOSPITAL ("Lessor")
and
SYSTEM REAL ESTATE
DEVELOPMENT CORPORATION ("Lessee")

Prepared By and When Recorded
Please Return to:

Alexander A. Randall, Esquire
GOODWIN, PROCTER & HOAR
Exchange Place
Boston, Massachusetts 02109

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AMENDED AND RESTATED
GROUND LEASE

THIS AMENDED AND RESTATED GROUND LEASE ("Lease"), made at Springfield, Massachusetts, signed and effective as of the 11th day of August, 1988, by and between The Mercy Hospital, a corporation duly organized under the laws of The Commonwealth of Massachusetts, having a principal place of business at 271 Carew Street, Springfield, Massachusetts 01102 ("Lessor"), and System Real Estate Development Corporation, a corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 209 Carew Street, Springfield, Massachusetts 01102 ("Lessee") is intended as an amendment and restatement of, but not a substitution for, that certain Ground Lease (the "Original Lease") by and between Lessor and Lessee dated as of June 18, 1987 and recorded with the Hampden County Registry of Deeds in Book 6528, Page 260.

RECITALS:

- A. Lessor by the Original Lease has leased the Land, as hereinafter defined, to Lessee; and
- B. Lessee has completed construction of the Building, as hereinafter defined, on the Land and all appurtenances required for the operation thereof in accordance with the requirements of the Original Lease; and
- C. Pursuant to the Original Lease, Lessee has conveyed to Lessor its interest in the Building and the leasehold estate created by the Original Lease, and Lessor has submitted the Land and the Building to the provisions of Chapter 183A by recording herewith a Master Deed and a Declaration of Trust; and
- D. Lessor now desires to reconvey to Lessee such leasehold estate and the Building, as contemplated in the Original Lease;

NOW, THEREFORE, the Lessor and Lessee agree to amend and restate in full the Original Lease as follows:

W I T N E S S E T H:

ARTICLE 1
Definitions

1.01. General Provisions. For all purposes of this Lease unless otherwise expressed and provided herein or therein or unless the context otherwise requires:

(a) The words herein, hereof, hereunder and other words of similar import refer to this Lease as a whole and not to any particular article, section or other subdivision of this Lease.

(b) A pronoun in one gender includes and applies to the other gender as well.

(c) Terms used herein without definition which are defined in or by reference in the Condominium Documents (as hereinafter defined) or the Condominium Statute (as hereinafter defined) have the meanings assigned to them therein.

(d) Each definition stated in Section 1.02 of this Lease applies equally to the singular and the plural forms of the term or expression defined.

(e) Any reference to a document or exhibit defined in or by reference in Section 1.02 of this Lease is to such document as originally executed, or, if modified, amended or supplemented in accordance with the provisions of the Condominium Documents, to such document as so modified, amended or supplemented and in effect at the relevant time of reference thereto.

1.02. Terms Defined. Each term or expression set forth below in this Section 1.02 has the meaning stated immediately after it.

Additional Rent. All sums and other charges (other than Basic Rent) due from Lessee to Lessor including but not limited to those incurred by Lessor as the result of a Default.

Affiliate. With respect to one or more Members, any other natural person who is not a physician or dentist and who is either a spouse or child of such Member or Members; or any Person owned by, comprised or constituted of, or the

beneficiary of which is, one or more Members and all of whose physicians or dentists who occupy space in the Building being Members.

With respect to Lessee in general; (1) any other Person wholly and directly controlled by such Lessee; (2) any Person who is a member, partner or beneficiary of such Lessee, or any shareholder of Lessee if and only if Lessee is organized as a professional corporation under the laws of the Commonwealth of Massachusetts or the equivalent statutory authority of any other state; or (3) in the event Lessee or any Person described in this paragraph is an individual, the spouse or children of such Lessee or Person (for the purposes of this definition, the term control when used in respect to any specified Person means the entire power to direct the management and policies of such Person and the word controlled by has meanings correlative to the foregoing).

With respect to System Real Estate Development Corporation, any Person who is a shareholder of System Real Estate Development Corporation or any Person in which a shareholder of System Real Estate Development Corporation is either a shareholder or the sole voting corporate member (if such Person is a charitable corporation).

With respect to Lessor, any other corporation whose sole member or stockholder is Sisters of Providence Corporate Network, Inc., or Sisters of Providence Coordinated Services, Inc., charitable corporations organized and existing under the laws of the Commonwealth of Massachusetts, with principal places of business in Springfield, Massachusetts.

Appurtenant Easements. The easements in, on or over the Burdened Land, as the case may be, as follows:

Easement No. 1. The right (to be exercised only as provided in the By-Laws) to install, maintain, repair, replace and use all telephone and electric wires, poles and appurtenances and all other conduits for water, sewer, storm drainage and gas, which are now or may hereafter be located in or on the Burdened Land and which serve the Land.

Easement No. 2. The right of Lessee and its invitees to pass and repass on foot and by vehicles over the full width and length of the sidewalks and driveways located on the Burdened Land and the right of Lessee and its invitees to pass and repass over the full width and length of such other ways as are now existing or may in the future, from time to time, be used

as ways by the owners or occupants of the Burdened Land which serve the Land.

Easement No. 3. The right to enter upon and authorize or permit others to enter upon the Burdened Land by foot or vehicle for the purpose of carrying on the maintenance, repair, replacement or reconstruction of the Building.

Easement No. 4. All other rights and easements necessary and appropriate to replace or restore the Building in the event of a casualty or a taking by eminent domain, including temporary easements for access of construction equipment and materials and for construction staging areas and to connect the Building to Lessor's existing building located on the Burdened Land, and to make such alterations to Lessor's buildings as are necessary to accomplish the foregoing.

Authorizations. Any franchise, license, permit or other consent issued by any Governmental Authority pursuant to any Legal Requirement which is or may be required for the ownership, use or occupancy of a Unit and the conduct or continuation of a Permitted Use therein.

Basic Rent. For the initial five years of the Lease term, the Lessee's Share of \$12,561 per year. For the five-year period commencing on the fifth anniversary hereof and for each successive five-year period thereafter during the Lease term, the Lessee shall pay as Basic Rent an amount equal to the Lessee's Share of the annual Basic Rent for the preceding five-year period multiplied by a fraction, the numerator of which shall be the CPI for the last calendar month of such preceding five-year period (adjusted on a consistent basis to reflect any changes made in the method of determining the CPI occurring prior to such time) and the denominator of which shall be the CPI for the first calendar month of such preceding five-year period; provided, however, that the Basic Rent payable hereunder for any such period shall never be less than the Lessee's Share of \$12,561 per year; and further provided that the Basic Rent payable per year in any five year period following the initial five years of the Lease term shall not exceed the amount which would be payable at the beginning of such period were the Basic Rent payable under this Ground Lease at the beginning of the immediately preceding five year period increased by seven percent (7%) on each successive anniversary of the date hereof.

Building. The building constructed on the Land in accordance with Article 26 of the Original Lease which contains Units and consist of four stories and ground floor.

Building Plans. The final plans and specifications for the construction of the Building.

Burdened Land. The land belonging to the Lessor, as shown on the Plan, but not including the Land.

Business Day. A day which is not a Saturday, Sunday or other day on which commercial establishments in Springfield, Massachusetts, are authorized or required by law or executive order to remain closed.

By-Laws. The provisions of the Declaration of Trust governing the organization and operation of the Trust as they may be amended from time to time.

Commercial Unit. A Unit owned by a person or entity approved in writing by Lessor and used for a Commercial Use.

Commercial Unit Owner. A person or entity approved in writing by Lessor who owns a Commercial Unit or Units.

Commercial Use. A commercial use which is approved in writing by Lessor prior to its commencement in the Building and which is customarily associated with or accessory to the practice of medicine or the provision of in-patient or out-patient medical services including, but not limited to, cafeteria, dining hall, kitchen, gift shop, barbershop, optical shop, laboratory, pharmacy, guest quarters, lobby and reception area.

Common Elements. The common areas and facilities of the Condominium described in Section 6 of the Master Deed and which include, the Building (except for the Units) and the Improvements but which do not include the Land.

Common Expense. An item of expense included in Common Expenses.

Common Expenses. The aggregate of the expenses of administration, maintenance, repair or replacement of the Common Elements and expenses declared to be a Common Expense by

(i) the Condominium Statute, (ii) the By-Laws or (iii) the Trustees acting pursuant to the By-Laws.

Condominium. The Land, the Building and the Improvements and all easements, rights and appurtenances belonging to any of the foregoing, created upon the filing of the Master Deed as provided in Article 26.

Condominium Documents. The Master Deed, the By-Laws, the Rules and Regulations and this Lease, and any amendments thereto.

Condominium Statute. Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended to the date of the recording of the Master Deed.

C.P.I. The Consumer Price Index now known as the United States Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, all items for the large and small Massachusetts SMSA, or if no longer calculated pursuant to the aforementioned form, the most comparable measure of increases in the cost of living in Springfield, Massachusetts, which includes (or is reconstructed, based upon) those items that are in their relative proportions as are measured in the CPI on the date of this Lease.

Construction Lender. An institutional Lender which makes a loan to the original Lessee hereunder for the initial construction of the Building and which loan is secured by a Construction Mortgage, which loan may be extended for an additional period of time.

Construction Mortgage. A first mortgage granted to an institutional lender covering the Premises which secures a loan made for the initial construction of the Building.

Control. As defined in the definition of Affiliate.

Corporation. A corporation, company, association, business trust or similar organization, wherever formed.

Declaration of Trust. The Declaration of Trust governing the organization and operation of the Trust and recorded of even date with the Master Deed.

Default. Any event or condition specified in Article 21 hereof so long as any applicable requirement for the giving of notice or lapse of time or both have not been fulfilled.

Easements. The following easement in favor of the Burdened Land as shown on the Plan:

The right to maintain within the area of the Land, pipes and utility lines servicing the Burdened Land in the position that they are presently located as shown on the Plan. Lessor shall have the right to enter into a reasonable agreement with utility companies creating easements in favor of such companies as are required in order to service The Mercy Hospital; provided, however, such easements shall be located so as not to interfere with Lessee's use of the Premises and the Unit or Units owned by such Lessee, and Lessee covenants and agrees to consent thereto to execute any and all documents, agreements and instruments in order to effectuate the same, all at Lessor's cost and expense. If such easements or utilities are required at any time after the execution of this Lease, the location of the easement area for the same shall be subject to approval of the Trust, which approval will not be unreasonably withheld, delayed or conditioned. Each party hereto and its representatives and the representatives of the utility company shall have the right to enter into the Building or the Burdened Land to service, repair and replace pipes, wires and conduits used for such utility services in the areas approved for the same, provided: (i) such entry and work is done in a manner so as to cause the least disturbance to occupants of the Land or the Burdened Land; (ii) the party causing said work to be done repairs at its expense any damage caused by such entry or work; (iii) party causing said work to be done gives the other party notice of the fact that work is to be done in a reasonable period of time before the work is commenced.

Event of Default. Any event or condition specified in Article 21 hereof if all applicable periods for the giving of notice or lapse of time or both have been fulfilled.

Exempt Occupancy Arrangement. An Occupancy Arrangement pursuant to which a Qualified Occupant occupies all or part of a Unit for less than eight (8) hours in any period of seven (7) consecutive days.

First Mortgage. A first priority Unit Mortgage granted by the Unit Owner to or in favor of a Lending Institution pursuant to Section 6.3 of the By-laws.

First Purchaser. A Member or an Affiliate of Member having first purchased a given Unit from System, and any Affiliate of Member formed or expanded subsequent to such purchase in which such First Purchaser shall have an ownership interest

(extending to all assets, profits and losses and rights of control) equal to or greater than any of the later-associated Members.

Force Majeure. Acts of God, strikes, lock outs, labor troubles, inability to procure materials, failure of power, restrictive Legal Requirements, riots and insurrections, acts of the public enemy, wars, earthquakes, hurricanes and other natural disasters, fires, explosions, any act, failure to act or Default of the other party to this Lease or any other reason beyond the control of any party to this Lease; provided, however, lack of money shall not be deemed such a cause.

Governmental Authority. The United States of America, The Commonwealth of Massachusetts, the City of Springfield, the County of Hampden, and any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of them.

Improvements. All improvements and structures (other than the Building) now or at any time upon the Land (except those which (i) by agreement between the Trust and Lessor or (ii) as the result of the express provisions of the Ground Lease are not part of the Condominium).

Insolvency. Lessee's involvement in financial difficulties as evidenced:

(a) by its commencement of a voluntary case under Title 11 of the United States Code as from time to time in effect, or by its authorizing, by appropriate proceedings of trustees or other governing body the commencement of such a voluntary case;

(b) by its filing an answer or other pleading admitting or failing to deny the material allegations of a petition filed against it commencing an involuntary case under said Title 11, or seeking, consenting to or acquiescing in the relief therein provided, or by its failing to controvert timely the material allegations of any such petition;

(c) by the entry of an order for relief in any involuntary case commenced under said Title 11;

(d) by its seeking relief as a debtor under any applicable law, other than said Title 11, or any jurisdiction relating to the liquidation or reorganization

of debtors or to the modification or alteration of the rights of creditors, or by its consenting to or acquiescing in such relief;

(e) by the entry of an order by a court of competent jurisdiction (i) finding it to be bankrupt or insolvent, (ii) ordering or approving its liquidation, reorganization or any modification or alteration of the rights of its creditors, or (iii) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property; or

(f) by its making an assignment for the benefit of, or entering into a composition with, its creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of its property.

Insurance Requirements. All terms of any policy of insurance maintained by the Trust and applicable to the Condominium or any Unit therein, or any part or parts of either and all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting any condition, operation, use or occupancy of the Condominium, any Unit therein or any part or parts of either.

Land. The parcel of land (including the land under the Building and Improvements, but not including the Building or the Improvements) which is described in Exhibit A hereto and all easements, rights and appurtenances belonging thereto.

Leasehold Estate. The interest in the Land created pursuant to this Lease.

Lease Termination Date. The earlier to occur of: (1) the Stated Expiration Date; (2) the termination of this Lease by Lessor as the result of an Event of Default, or (3) a Lease Termination Event.

Lease Termination Event. Any of the following events:

- (a) The partition of the Condominium.
- (b) The removal of the Condominium from the provisions of the Condominium Statute.

(c) A Total Taking.

(d) Any event otherwise resulting in termination as described or defined in the Condominium Documents.

Legal Requirements. All statutes, codes, ordinances (and all rules and regulations thereunder), all executive orders and other administrative orders, judgments, decrees, injunctions and other judicial orders of or by any Governmental Authority which may at any time be applicable to parts or appurtenances of the Condominium or any Unit therein or to any condition or use of either and the provisions of all Authorizations.

Lending Institution. An insurance company, bank, trust company, savings and loan association, college, university, charitable institution, pension, profit or retirement fund or trust, Governmental Authority, governmental fund, Lessor, any affiliate of Lessor, or any financial institution whose non-consumer loans with respect to real estate are regulated by state or federal law.

Lessee. System, its successors and any Unit Owner to whom an undivided interest in the Land has been assigned in connection with the conveyance of a Unit; provided, however, that System shall cease to be a Lessee hereunder at such time that it no longer owns any Unit.

Lessee's Property. Equipment, trade and other fixtures, furniture, furnishings and other personal property supplied or installed by Lessee or its tenants insofar as any of the same are not, as a matter of law, part of the Unit.

Lessee's Share. That percentage which is equal to the Lessee's Proportionate Interest.

Lessor. As defined in the preamble hereof.

Master Deed. The Master Deed of Physicians' Medical Office Building at Mercy Hospital, executed by Sponsor and recorded with Hampden County Registry of Deeds immediately prior hereto, as amended from time to time.

Master Deed Recording Date. The date on which the Master Deed was recorded.

Medical Staff By-Laws. The by-laws, rules and regulations of the Medical Staff of The Mercy Hospital, as the same may be amended from time to time.

Member. A physician or a dentist who is a member of the Staff.

Mortgage. A First Mortgage, a Construction Mortgage or a Unit Mortgage.

Mortgagee. The holder of a Mortgage.

Occupancy Arrangement. A lease or sublease (and any assignment thereof) for any period of time (whether or not in writing), a tenancy at will, a tenancy at sufferance or any other arrangement (in each case whether in writing and for any period of time) entered into between a Unit Owner or a Qualified Occupant and an occupant of a Unit pursuant to which a Qualified Occupant occupies all or any part of the Unit for a permitted use.

Parking Areas. Those portions of the Burdened Land subject to the Parking Easement granted in Article 27.01 and shown on the Plan.

Parking Easement. The easement appurtenant to the Land to pass and repass on foot or in vehicles and to park vehicles in the Parking Areas as provided in Article 27.

Parking Fee. The fee to be paid by Lessee in consideration of the Parking Easement, as defined in Article 27.03.

Partial Taking. With respect to either the Unit or the Condominium, any Taking which is not a Total Taking.

Permitted Exceptions. Any liens or encumbrances on the Premises of the following character:

(a) Liens for taxes, assessments and other governmental charges assessed but not yet due and payable.

(b) Easements, reservations, restrictions and rights of way encumbering or affecting the Land or the Premises on the date of this Lease.

(c) The rights of Lessor and any other Lessees from Lessor to exercise in common with respect to the Premises, the rights granted to Lessee hereunder.

(d) The Easements.

(e) The Title Conditions.

(f) The terms and provisions of the Condominium Documents.

Permitted Purposes. The rights, to be exercised in common with all Unit Owners through the Trust to (i) maintain the Building and Improvements on the Land and (ii) to pass and repass over the Land in order to (a) enter, leave and maintain the Unit, (b) if, and to the extent necessary or convenient to the existence, maintenance and safety of the Unit.

Permitted Use. Any one or more of the following (i) the practice of medicine or dentistry consistent with the provisions of Article 5 hereof, and (ii) Commercial Use, provided that a Commercial Use made be made only of those Units which are located on the ground floor or the first floor of the Building, or such other Units as Lessor may designate, in its sole discretion.

Person. An individual, a Corporation, a voluntary association, a partnership, a trust or an unincorporated organization.

Plan. A plan of land by C.T. Male Associates, Inc., dated June 1, 1988, entitled "Plan of Land in Springfield (Hampden Co.), MA surveyed for System Real Estate Development Corp." and recorded herewith.

Premises. An undivided leasehold interest in the Land equal to the Proportionate Interest.

Proceeds. With respect to any occurrence with respect to which any Person is obligated to pay any amount to or for the account of Lessee, the aggregate of (i) all sums payable or receivable under or in respect of any insurance policy subject to the provisions of Section 5.8 of the Declaration of Trust, (ii) all sums or awards payable in respect of a Taking as provided in Section 5.17 of the Declaration of Trust and Article 16 of this Lease, (iii) all sums payable under or in respect of a sale in partition of the Condominium, (iv) all sums payable by the Trust as the result of the purchase of the Unit ordered pursuant to Section 17 of the Condominium Statute and (v) all sums distributed to Lessee from common funds of the Trust.

Proportionate Interest. With respect to each Lessee, the percentage of interest in the undivided ownership of the Common Elements which is appurtenant to the Unit or Units owned by such Lessee, as set forth in Exhibit B to the Master Deed.

Qualified Occupant. A Person who occupies a Unit pursuant to ownership or an Occupancy Arrangement who, at the relevant time of reference, uses the Unit for a Permitted Use and for no other purpose, and, if such Unit is not a Commercial Unit, who is a Member or an Affiliate of a Member and who continues, as a condition of his Occupancy Arrangement, to be a Member or an Affiliate of a Member.

Rent. Basic Rent and all Additional Rent.

Rent Commencement Date. The date on which a permanent certificate of occupancy is issued for any Unit by the City of Springfield.

Rules and Regulations. Rules and regulations with regard to the maintenance and use of the Common Elements as adopted from time to time by the Trust, the initial set of which are set forth as Schedule A of the By-Laws.

Sponsor. The Mercy Hospital.

Staff. The Medical Staff of Lessor, as defined and described in the Medical Staff By-Laws.

Stated Expiration Date. June 18, 2086.

System. System Real Estate Development Corporation.

Taking. The taking or condemnation of title to all or any part of the Land, Improvements or Common Elements or the possession or use of any Unit by the Governmental Authority for any public use or purpose or any proceeding or negotiations which might result in such a taking or any sale or lease in lieu of or in anticipation of such a taking.

Taxes. All taxes, special general assessments, water rents, rates and charges, sewer rents and other impositions imposed by any Governmental Authority and charges of every kind and nature whatsoever, extraordinary as well as ordinary in each and every installment thereof which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable or become liens upon or for or

with respect to the Premises or the Land or any part thereof and the Unit, appurtenances or equipment owned by Lessee thereon or therein or any part thereof or on this Lease, together with all interest and penalties thereon under or by virtue of all present or future Legal Requirements and any sales tax, gross receipt tax or tax of a similar nature based on a percentage fraction or capitalized value of the Rent (whether in lieu of or in addition to the taxes hereinbefore described) and any income or profits tax or tax of any other nature intended to be in lieu of the taxes hereinbefore described.

Temporary Taking. A Taking which is not the condemnation of title of all or part of a Unit or the Condominium for a period of time which, by agreement with or decree of the Governmental Authority making the Taking, expires on or before the Stated Expiration Date.

Title Conditions. All covenants, agreements, restrictions, easements and declarations of record on the date of the recording of the Master Deed so far as the same may be from time to time in force and applicable and as described in Exhibit A to the Master Deed.

Total Taking. (i) a Taking of: (a) the fee interest in all or substantially all of the Unit or (b) such title to or easement in, over, under or such rights to occupy and use any part of parts of the Unit to the exclusion of Lessee as shall have the effect, in the good faith judgment of the Trustees, of rendering the portion of the Unit remaining after such Taking (even if restoration were made) unsuitable for the continued use and occupancy of the Unit for the use intended; or (ii) a Taking of the fee interest in all or substantially all of the Land or such title to or easement in or over the Land to the exclusion of Lessee which in the good faith judgment of the Trustees prohibits access to the Unit or the exercise of any rights under the Lease necessary to the safety and management of the Condominium or the Unit.

Trust. The Physicians' Medical Office Building Condominium Trust, a trust through which the Unit Owners will manage and regulate the Condominium, all as provided in the Declaration of Trust and as contemplated by the Master Deed and the Condominium Statute.

Trustees. Those persons from time to time serving as trustees of the Trust.

Unit. A unit of the Condominium which is owned by Lessee.

Unit Mortgage. A mortgage of a Unit and the Unit Owner's undivided interest in the Land granted by the Unit Owner to a Lending Institution or to Lessor or to any Affiliate of Lessor.

Unit Mortgagee. The holder of a Unit Mortgage as to whom or which the notice to Lessor provided for in Article 18 has been given and received.

Unit Owner. The Person(s) holding legal title to a Unit as shown by the records of the Hampden County Registry of Deeds.

Utility Expenses. Amounts paid or incurred for electricity, water, gas and other utilities supplied or made available to the Unit which are not part of Common Expenses.

ARTICLE 2 Premises

2.01. Premises. Lessor hereby leases and lets to Lessee, and Lessee hereby takes and hires from Lessor, upon and subject to terms, conditions, covenants, reservations and provisions hereof, the Premises, subject only to Permitted Exceptions and with the benefit of the Appurtenant Easements.

ARTICLE 3 Term

3.01 Term. The term of this lease commenced on June 18, 1987 and shall continue until the Stated Expiration Date; unless this Lease is earlier terminated pursuant to the provisions hereof.

3.02. Rent Commencement. Notwithstanding any other provision of Section 3.01, the obligation of Lessee to pay Basic Rent and Additional Rent with respect to each Unit shall commence on the Rent Commencement Date.

ARTICLE 4 Rent

4.01. Basic Rent. Lessee shall pay Lessor for the Premises, without offset or deduction and without previous

demand therefor and as total annual rent, during each year of the term of this Lease, the Basic Rent. Basic Rent shall be payable by Lessee in equal monthly installments in advance during the term of this Lease beginning on the Rent Commencement Date and continuing on the first day of every calendar month thereafter. It is the intention of the parties that the Basic Rent shall be net to Lessor, so that this Lease shall yield to Lessor the Basic Rent during the term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises or the Unit or to Lessor's obligations under this Lease shall be paid by Lessee as Additional Rent, except as provided in Section 6.01.

ARTICLE 5
Use of Premises

5.01 Ownership Restricted. No Person, other than Lessor; an Affiliate of Lessor, System Real Estate Development Corporation or an Affiliate of System Real Estate Development Corporation, or a Commercial Unit Owner shall at any time, directly or indirectly, own any Unit unless such Person is a Member or an Affiliate of a Member; provided, however, that in the case of the death of a Member, such Member's heirs, administrators or executors may own such Unit but, may only sell such Unit to a Member, an Affiliate of a Member, the Lessor, or any Affiliate of Lessor. No Person, other than Lessor, any Affiliate of Lessor, System Real Estate Development Corporation or an Affiliate of System Real Estate Development Corporation, shall at any time, directly or indirectly, own or lease more than one (1) of the condominium units designated in the floor plans recorded with the Master Deed unless (i) all of the units so owned or leased are at all times occupied by the same Qualified Occupant for the conduct of his or its Permitted Use or (ii) Lessor, at its sole discretion, consents to such Person's ownership or leasing of more than one (1) unit, which consent shall be required for each additional unit owned or leased by a Person in excess of one (1) unit; provided, however, that Members or Affiliates of Members may own one (1) unit in excess of the number allowed in clause i) above without Lessor's consent. The foregoing provisions of this Section 5.01 shall not apply to Lessor, any Affiliate of Lessor, Construction Lender, or to the holder of a mortgage on any Unit who acquires title to such Unit by foreclosure or by deed in lieu thereof, or to the holder of a Construction Mortgage who acquires title to the Premises and the Building by foreclosure or by deed in lieu thereof.

5.02. Occupancy and Use Restricted. A Unit may be occupied only by one or more Qualified Occupants pursuant to ownership or an Occupancy Arrangement. The Premises may be used for the Permitted Purposes and for no other purposes. The Units may be used for the Permitted Use and for no other use.

5.03. Permitted Uses. The Building shall be used primarily for a physicians' medical office building for physicians and dentists who are Members or Affiliates of Members for the private practice of medicine or dentistry by such Members or Affiliates of Members. A Commercial Use shall be a permitted use if, and only to the extent that, such use is approved by Lessor. No Unit shall be used or occupied for any purpose other than a Permitted Use by one or more Qualified Occupants and the agents, independent contractors and employees of such Qualified Occupants (such as secretaries, nurses, paramedical assistants, physical therapists, psychologists, social workers and medical technicians or personnel incident to the performance of a Commercial Use), such Permitted Use being limited in accordance with the following provisions:

(a) Notwithstanding provisions hereof to the contrary, medical and other treatment which is in contravention of the Ethical and Religious Directives for Catholic Health Care Facilities, as the same may be amended from time to time (or any such other religious directives, however known, which govern medical and health care treatment at The Mercy Hospital and may supplement or replace such Ethical and Religious Directives for Catholic Health Care Facilities and which have been adopted by The Mercy Hospital) shall be prohibited in the Building and in any Unit and is not a Permitted Use. The foregoing restriction shall be included in the Master Deed and in all Unit Deeds and leases and subleases; provided, however, that the failure to so include this restriction shall have no effect on the validity or enforceability of this restriction.

(b) Qualified Occupants of Units other than Commercial Units may use or cause to be used equipment which is consistent with the private practice of physicians or dentists engaged in the same type of office specialty in a practice of comparable size located in the geographic area encompassing the metropolitan area of Springfield, Massachusetts, which shall not include under any circumstances medical equipment to be utilized for commercial purposes described in Paragraph (c) below.

(c) Qualified Occupants, other than Qualified Occupants of Commercial Units, shall not engage in commercial enterprises or utilize equipment for commercial purposes such as, but not necessarily limited to, a medical laboratory, pathological service, pharmacy for the sale of drugs or medical supplies, diagnostic imaging equipment to be operated and/or services to be offered by specialists in radiology, in any Unit. Notwithstanding the foregoing, a Member or a Member on behalf of an Affiliate may provide such services to his or its patients but only if such services are incidental to the Member's specialty, or to patients of other physicians referred to a Member or a Member on behalf of an Affiliate on a consulting basis, but only if such consulting services are incidental to the Member's specialty and incidental to the Member's private practice.

(d) Qualified Occupants shall not offer services competing with services offered by the Lessor to patients of other Qualified Occupants or to patients of other physicians or dentists except such patients who have been referred to a Qualified Occupant for a consultation as hereinafter defined. For the purpose hereof, a consultation is defined as the performance of necessary tests or diagnostic procedures, reading of the tests or results and the rendering of a professional interpretation by a Member but only as part of the Member's specialty and only as incidental to the Member's private practice. There shall be no independent laboratory services allowed soliciting business or rendering services to other occupants of the Building or to their employees or from or to other persons outside the Building except by Lessor or unless approved in writing by Lessor; provided, however, that any Qualified Occupant may have a laboratory in his Unit for the diagnosis and treatment of his own patients, or patients of other physicians referred to him for consultation (as defined above in this Paragraph), insofar as such diagnosis is incidental to other medical care being rendered by such Qualified Occupant. There shall be no surgery performed which requires the administration of general anesthesia except by Lessor or unless approved in writing by Lessor.

5.04. Practice of Medicine and Dentistry. A Qualified Occupant, other than a Qualified Occupant of a Commercial Unit, may use a Unit only in accordance with generally accepted medical and dental practices and applicable provisions of law.

ARTICLE 6

Common Expenses;
Taxes and Utility Expenses

6.01. Taxes; Utility Expenses. Subject to the provisions of Section 6.02, Lessee shall, during the term of this Lease pay and discharge punctually, as and when the same shall become due and payable, (i) all Common Expenses assessed to Lessee in respect of a Unit, (ii) 100% of all Taxes and Utility Expenses charged, assessed or apportioned directly to Lessee or a Unit or the Premises not included in Common Expenses, (iii) Lessee's Share of any Taxes assessed or charged to the Land, and (iv) Lessee's Share of the cost of hot and chilled water, as provided in Section 6.08.

6.02. Installment Payment. To the extent that the same may be permitted by law and if the Trust is also doing so, Lessee or its designees shall have the right to apply for the conversion of any assessment for local improvements assessed during the term of this Lease to enable the same to be payable in annual installments, and upon such conversion Lessee shall pay and discharge punctually said installments as they shall become due and payable during the term of this Lease. Lessor agrees to permit the application for the foregoing conversion to be filed in Lessor's name, if necessary, and shall execute any and all documents requested by Lessee to accomplish the foregoing result. Lessee shall indemnify and hold harmless Lessor from any cost, loss, damage or liability in connection therewith.

6.03. Compliance. Lessee shall be deemed to have complied with the covenants of Section 6.01 hereof if payment of Taxes shall have been made either within any period allowed by law or by the Governmental Authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Land or the Premises, and Lessee shall produce and deliver to Lessor satisfactory evidence of such payment.

6.04. Taxation. All Taxes, including assessments which have been converted into installments as provided in Section 6.03, which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the term of this Lease commences or terminates, shall be apportioned pro rata between Lessor and Lessee in accordance with the respective portions of such year during which such term shall be in effect.

6.05. Contests. Subject to Lessor's approval which shall not be unreasonably withheld, Lessee or its designees shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable

(which if instituted, Lessee or its designees shall conduct promptly at its own cost and expense, and free of any expense to Lessor, and, if necessary, in the name of and with the cooperation of Lessor, and Lessor shall execute all documents necessary to accomplish the foregoing). Lessee shall indemnify and hold harmless Lessor from any cost, loss, damage or liability in connection therewith and, at Lessor's request, if not otherwise required by law, shall deposit with Lessor or the taxing authority (or post bonds) equal to the amount of the contested taxes if reasonably necessary to protect Lessor's interests. Notwithstanding the foregoing, Lessee shall promptly pay all Taxes if at any time a Unit, the Land or the Premises or any part thereof shall be subject to forfeiture, or if Lessor shall be subject to any criminal liability, arising out of the non-payment thereof.

The legal proceedings referred to in the preceding paragraph shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Lessee shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

6.06. Refunds and Rebates. Except as otherwise provided herein, if there shall be any refunds or rebates on account of the Taxes paid by Lessee under the provisions of this Lease, such refund or rebate (or Lessee's Share thereof) shall belong to Lessee. Any refunds received by Lessor shall be deemed trust funds and as such are to be received by Lessor in trust and paid to Lessee forthwith. Lessor will, upon the request of Lessee, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Lessee such refund or rebate as received by Lessor.

6.07. Other Taxes. Nothing herein or in this Lease otherwise contained shall require or be construed to require Lessee to pay any inheritance, estate, excise, succession, transfer, gift, franchise, income, gross receipt or profit taxes that are, or may be, imposed upon Lessor, its successors or assigns, except to the extent such are in lieu of or in substitution for Taxes as now imposed on the Unit, the Land, the Premises or this Lease.

6.08 Heat and Air Conditioning. Lessor shall provide Lessee, during the term of this Lease, with sufficient hot and chilled water for the heating and air-conditioning of the Building. Lessee, during the term of this Lease, shall pay to Lessor monthly in arrears, on the first day of every calendar month during the term of this Lease following the Rent Commencement Date, Lessee's Share of the cost to Lessor of

providing such hot and chilled water, which cost shall include the monthly amortization (over a twenty [20] year period) of the cost and expense to Lessor of any capital improvements made necessary in Lessor's reasonable judgment by Lessor's obligation hereunder to provide hot and chilled water, plus a monthly charge for interest upon the unamortized portions of such cost and expense at ten percent (10%) per annum. For the purposes of determining Lessor's costs hereunder, the hot and chilled water provided by Lessor shall be metered at the point at which it enters the Building.

ARTICLE 7
Repairs, Additions, Replacements and Improvements

7.01. Maintenance. Lessee shall, at all times during the term of this Lease, and at its own cost and expense, individually and through the exercise all of its rights as a Unit Owner, keep and maintain or cause to be kept and maintained in repair and good condition the Unit, and shall cause the Trust to keep and maintain in repair and good condition the Building and the Improvements, loss by fire or other casualty, unless and to the extent that insurance is required to be carried, and reasonable wear and tear excepted; and shall use all reasonable precaution to prevent waste, damage or injury. Except as expressly provided otherwise in this Section 7.01, Lessor shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Building, Improvements, Premises or the Unit during the term of this Lease. Lessee shall make or cause to be made, any and all non-structural repairs, alterations, additions and replacements (including the installation of equipment, safety appliances, facilities, signs and fixtures, and including all necessary painting and decorating), ordinary or extraordinary, foreseeable or unforeseeable, which are necessary to maintain such order, repair and condition of the Unit, or as the same are required by any law or ordinance or any order or regulations of any governmental authority having jurisdiction. Lessee shall cause the Trust to make any and all repairs, alterations, additions and replacements to the Building or Improvements consistent with the terms of the By-Laws.

7.02. Signs. Lessee (or the Trust) will not erect or suffer the placement of any signs either on or visible from the exterior of the Building, or other outside signs which have not been first approved by Lessor. Lessor hereby approves the placement of signs on the exterior of the Building stating the

name of the building and such directional signs as may be reasonably required for directing persons into the Building and the parking area, provided that shape, color, size and location of all directional signs are approved by Lessor which approval will not be unreasonably withheld. Lessee will allow Lessor to place a reasonable number of signs on the Condominium showing references, identification, and directions to Lessor's Hospital provided the shape, color, size and location of all such directional signs are approved by Lessee, which approval will not unreasonably be withheld.

7.03. Lessor Design Approval. No installation, alteration or additions in, to, or on the Building and the Improvements shall be made unless Lessor has consented in advance and in writing to the plans and specifications for said installation, alteration or addition, provided, however, that any non-structural alterations or interior changes may be made without first obtaining Lessor's consent if the same do not substantially alter the character, exterior appearance or structural integrity of the Building or the Improvement.

7.04. Title. Until the Lease Termination Date, title to the Unit shall remain solely in Lessee; and Lessee alone shall be entitled to deduct all depreciation on Lessee's income tax returns for such Unit.

7.05 Redelivery. On the Lease Termination Date, Lessee shall quit and surrender the Premises and the Unit free and clear of all tenants, occupants, liens and encumbrances whatsoever except Permitted Exceptions and encumbrances, restrictions or reservations caused by or consented to by Lessor, and the consequences of any eminent domain taking covered elsewhere in this Lease. Lessee shall, subject to the provisions of Articles 15 and 16 hereof, surrender the Unit to Lessor broom clean and in as good condition, order and repair as it is on the date hereof or such better order, repair and condition as it was put in thereafter, reasonable wear and tear consistent with a quality medical office building and the consequences of any casualty as permitted elsewhere in this Lease excepted.

ARTICLE 8 Requirements of Public Authority

8.01. Legal Requirements. During the term of this Lease, Lessee shall, at its own cost and expense, promptly observe and comply with all Legal Requirements, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, that may in any manner arise out

of or be imposed because of the failure of Lessee to comply with the covenants of this Article 8.

8.02. Contests. Subject to Lessor's approval, Lessee shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Lessee, or Lessor (if legally required), or both (if legally required), without cost, expense, liability or damage to Lessor, the validity or application of any Legal Requirement and, if by the terms of any such Legal Requirement compliance therewith may legally be delayed pending the prosecution of any such proceeding, Lessee may delay such compliance therewith until the final determination of such proceeding.

8.03. Lessor's Assistance. Lessor shall execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Lessee so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to cooperate fully with Lessee in such contest.

ARTICLE 9 Covenant Against Liens

9.01. Mechanics Liens. Lessor's right, title and interest in the Land and the Premises shall not be subject to or liable for liens of mechanics and materialmen for work done by or on behalf of Lessee in connection with improvements to the Premises or the Unit or any part of the Condominium. Notwithstanding such restriction, if because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for payment of money shall be filed against any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after the filing thereof.

9.02 Right to Discharge. Without otherwise limiting any other remedy of Lessor for default hereunder, if Lessee shall fail to cause such liens to be discharged of record or bonded within the aforesaid thirty (30) day period or to satisfy such liens within thirty (30) days after any judgment in favor of such lien holders from which no further appeal might be taken then Lessor shall have the right to cause the same to be discharged. All amounts paid by Lessor to cause such liens to be discharged shall constitute Additional Rent.

ARTICLE 10
Access to Premises

10.01. Access. Lessor or Lessor's agents and designees shall have the right, but not the obligation, to enter upon the Premises and the Unit at all reasonable times during ordinary business hours to examine the same and to exhibit the Premises to prospective purchasers and tenants, but in the latter case only during the last twelve (12) months of the term of this Lease, as the same may be extended.

ARTICLE 11
Conveyance, Sales, Leases and Assignment

11.01. Conveyance. A conveyance or mortgage of all or any part of the fee interest in a Unit shall operate to assign all or the appropriate part of the Leasehold Estate under this Lease even if no instrument of assignment is executed. Lessee shall not otherwise assign its Leasehold Estate under this Lease.

11.02. Right of First Offer to Purchase Unit. Lessee shall not execute a purchase and sale agreement, option to purchase, deed or similar agreement conveying or otherwise affecting Lessee's interest in a Unit, except to an Affiliate of Lessee (who shall have been an Affiliate of Lessee for at least one year prior to such transfer or who purchases or participates in Lessee's medical practice previously conducted in such Unit in conjunction with such transfer), but may mortgage such interest, nor shall Lessee's interest in a Unit be otherwise alienated, transferred or conveyed, except by foreclosure by a Mortgagee, deed in lieu of foreclosure, or sale at a foreclosure sale, unless (1) Lessee has given Lessor written notice of the exact terms and conditions upon which Lessee intends to offer the Unit for sale, transfer or conveyance, all of said terms and conditions to be incorporated into an agreement suitable for execution by the Lessor and (2) Lessee submits such agreement to Lessor and offers to enter into such agreement with Lessor within twenty (20) days of such submission. Within such twenty (20) day period, Lessor shall either execute and deliver the agreement as submitted or refuse such offer. If Lessor refuses such offer, Lessee shall have the right to enter into such agreement containing the exact same terms and provisions with any other Person. In the event Lessee materially changes the terms and conditions of any such offer, Lessee shall be required to incorporate the new terms and conditions into an agreement suitable for execution by

Lessor and shall submit such agreement to Lessor in accordance with the provisions set forth above. The rights of Lessor hereunder shall apply to each and every sale of a Unit other than the first sale of a Unit by System following the execution of this Lease. Such agreements between Lessor and Lessee shall be subject to the following terms and conditions:

(a) Payment of the Purchase Price. Lessor shall pay the purchase price at the closing in cash, certified or bank cashier's check payable to Lessee, subject to the adjustments described in subparagraph (1) hereof.

(b) Title Deed. Lessee shall convey the Unit by a good and sufficient quitclaim deed naming Lessor (or any nominee designated by Lessor by written notice given to Lessee at least seven days before the Closing), as grantee. The Deed shall be sufficient to convey a good and clear record and marketable title to the Unit, free from encumbrances, except

(i) Legal Requirements;

(ii) Such Taxes for the then current year as are not due and payable on the date of the delivery of such deed;

(iii) Any liens for municipal betterments assessed after the date of the delivery of such deed;

(iv) Other Permitted Exceptions, including but not limited to the Easements; and

(v) Any Occupancy Arrangements.

(c) Closing. The closing shall be held at 10:00 A.M. on the designated closing date which shall be within sixty (60) days of Lessor's acceptance of the offer, at the Registry of Deeds for Hampden County, Massachusetts, unless otherwise agreed upon in writing. Time is of the essence of this subparagraph.

(d) Extension to Perfect Title or Make Unit Conform. If Lessee is unable to convey the Unit in accordance with the terms hereof, then Lessee shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or otherwise to make the said Unit conform to the provisions hereof, in which event the Closing Date shall be extended for a period of sixty days.

(e) Lessor's Election to Accept Title. At the closing, possession of the Unit will be in its present condition or in such condition as it may be put, reasonable wear and tear and damage or destruction by fire or other casualty excepted, except if the Unit shall have been damaged by fire or casualty insured against, then Lessee shall at Lessor's option, unless Lessee has previously restored the Unit to its former condition, either

(i) pay over or assign to Lessor, on delivery of the deed all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Lessee for any partial restoration, or

(ii) if a Mortgagee of a Unit shall not permit the insurance proceeds or a part thereof to be used to restore the Unit to its former condition or to be paid over or assign, give to Lessor a credit against the purchase price, delivery of the deed, equal to such amount so recovered or recoverable and retained by the Mortgagee less any amounts reasonably expended by Lessee for any partial restoration.

(f) Failure to Perfect Title or Make Premises Conform, Etc. If at the expiration of the extended closing date, Lessee shall have failed so to remove any defects in title, deliver possession, or make the Unit conform, as the case may be, then, at Lessor's option, all obligations of Lessor and Lessee with respect to the exercise of this right of first refusal shall cease and be void without recourse to either Lessor or Lessee.

(g) Lessor's Election to Accept Title. Lessor may, at either the original or extended closing date, accept such title as Lessee can then deliver to the Unit and to pay therefor the purchase price without deduction except for (i) adjustments contemplated hereby, (ii) the unpaid balance of any Mortgage, in the event Lessor opts to assume any existing Mortgage on the Premises, if such Mortgage is assumable, Lessor shall agree to assume and pay the same, (iii) the amount of any unpaid Taxes then overdue and (iv) amounts necessary to discharge any lien which is liquidated in amount.

(h) Use of Purchase Money to Clear Title. Lessee may, at time of the closing, use the purchase price or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so

procured are recorded simultaneously with the delivery of the deed.

(i) Adjustments. Water and sewer use charges, Common Expenses, prepaid or accrued Rent and Taxes for the then current year, shall be apportioned as of the closing date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price. If the amount of Taxes is not known at the closing date, they shall be apportioned on the basis of the Taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the Taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable costs of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise provided.

11.03. Specific Performance. Lessor shall be entitled to specific enforcement of its rights and options under Section 11.02 hereof and shall be entitled to damages for its breach.

11.04. Assignment by Lessor. Lessor may assign this Lease and/or sell or otherwise transfer its interest in the Premises without effecting a default under any Mortgage. Lessor agrees to furnish to Lessee written notice of his assignment of this Lease within thirty (30) days thereafter, together with the name and address of the assignee. Any assignee shall assume, by written, recordable instrument, the due performance of all of Lessor's obligations under this Lease, including any accrued obligations at the time of assignment, and shall remain liable hereunder for any such obligations accrued prior to such assignment, sale or transfer.

11.05. Termination by Lessor of Member's Status as Member. Upon the termination by Lessor of the Lessee's status as a Member, or as an Affiliate of a Member, Lessee shall, within the time periods set forth below, take one of the following steps:

(a) Within one hundred eighty (180) days following such termination convey all Units owned by such Lessee to another Member or to an Affiliate of another Member (or to Lessor pursuant to Lessor's right of first offer contained in Section 11.02 above) and, upon such conveyance, deliver full possession of all Units conveyed thereby to the other

Member or Affiliate, free and clear of any occupancy rights or tenancy rights of such conveying Lessee; or

(b) If Lessee, having used all due diligence, is unable to secure a purchaser for the Unit or Units within sixty (60) days after such termination, Lessee shall, but in no event later than thirty (30) days after the expiration of the one hundred eighty (180) day period set forth above, as that period may be extended to comply with Section 11.07 below, convey the Unit or Units to Lessor, and Lessor shall purchase such Unit or Units from Lessee, for a price equal to Lessee's purchase price, if Lessee's status as a Member or an Affiliate of a Member has been so terminated within five (5) years of the Lessee's purchase of the Unit or Units; or if the Lessee's status as a Member or an Affiliate of a Member has been so terminated more than five (5) years after his purchase of the Unit or Units, for a price equal to the fair market value thereof, as agreed upon by Lessee and Lessor (or if Lessee and Lessor cannot agree, as established in accordance with the procedures set forth in Section 11.07 below). Any conveyance made pursuant to this Subparagraph (b) shall be made on the terms and conditions set forth in Section 11.02 of this Lease.

Any conveyance made hereunder shall be made subject to the rights of any Mortgagee of such Unit or Units and without financial detriment to such Mortgagee.

11.06. Other Termination of Member's Status as Member.
Upon termination of Lessee's status as a Member or an Affiliate of a Member by retirement, disability, or resignation, or upon Lessee's death (which termination in the case of a Lessee consisting of an association of Members shall be deemed to have occurred upon the retirement, disability, resignation or death of all the Members of such association), Lessee (or Lessee's executors, administrators, heirs, or an estate planning trust formed by such Member for the benefit of his or her spouse and/or children in the case of Lessee's death) may continue to own the Unit and may enter into an occupancy arrangement with a Qualified Occupant, or may sell such unit to another Member or an Affiliate of a Member. Furthermore, upon such termination of Lessee's status as a Member or an Affiliate of a Member by retirement, disability, resignation, or by Lessee's death (which termination in the case of a Lessee consisting of an association of Members shall be deemed to have occurred upon the retirement, disability, resignation or death of all the Members of such association), if: (i) Lessee is the First Purchaser of a given Unit, (ii) it has been at least three (3) years and not more than twenty (20) years since the Lessee's purchase (as First Purchaser), and (iii) Lessee having used all

due diligence for a period of not less than six (6) months is unable so to sell the Unit at a reasonable price, then: (a) in the event Lessee's termination occurs within a period of not more than five (5) years from the date of his purchase (as the First Purchaser), Lessor shall purchase the Unit from Lessee (or Lessee's executors, administrators or heirs) at the original purchase price as reflected in the purchase and sale agreement entered into by the First Purchaser and System (which price shall include the cost of improvements reflected therein), or, in the event such Unit was purchased without tenant improvements, at the original purchase price as reflected in such purchase and sale agreement, together with the reasonable cost of improvements made by the First Purchaser prior to taking occupancy of such Unit as documented to Lessor's reasonable satisfaction; or (b) in the event the Lessee's termination occurs more than five (5) years from the date of his purchase (as the First Purchaser), Lessor shall purchase the Unit from Lessee (or Lessee's executors, administrators, heirs or estate planning trust trustees) for a price equal to the fair market value as agreed upon by the Lessee and Lessor (or if Lessee and Lessor cannot agree, as established in accordance with the procedure set forth in Section 11.07 below), such conveyance to be made free and clear of all occupancy rights or tenancy rights of such Lessee or any party claiming through such Lessee, but otherwise in accordance with the terms and conditions of Section 11.02 of this Lease. In addition to and notwithstanding anything above written, if: (i) Lessee is a sole practitioner, (ii) Lessee's status as a Member or Affiliate Member is terminated by reasons of death or disability permanently preventing Lessee from practicing clinical medicine, or in the event Lessee moves his medical office at least sixty (60) miles from the Building, (iii) Lessee is the First Purchaser of a given Unit, and (iv) it has been no more than three (3) years since the Lessee's purchase (as First Purchaser), then Lessor shall, at the Lessee's request or that of Lessee's executors, administrator, heirs or the Trustees of an estate planning trust formed by such Lessee for the benefit of his or her spouse or children, purchase the Unit at the original purchase price as reflected in the purchase and sale agreement entered into by the First Purchaser and System (which price shall include the cost of improvements reflected therein), or, in the event such Unit was purchased without tenant improvements, at the original purchase price as reflected in such purchase and sale agreement, together with the reasonable cost of improvements made by the First Purchaser prior to taking occupancy of such Unit as documented to Lessor's reasonable satisfaction. Any conveyance made hereunder shall be made subject to the rights of any mortgagee of such Unit or Units and without financial detriment to such Mortgagee.

11.07. Method for Establishing Fair Market Value. In the event that Lessor and Lessee are unable to agree upon a fair market value in connection with a conveyance to be made in accordance with the foregoing Sections 11.05 and 11.06, such fair market value shall be determined finally by arbitration in accordance with the following provisions of this Section:

(a) Lessor and Lessee shall each appoint an arbitrator within thirty (30) days after notice by either party requesting arbitration of fair market value. If either Lessor or Lessee shall have failed to appoint an arbitrator within such period of time, then such arbitrator shall be appointed by the then current President of the New England Chapter of the American Institute of Real Estate Appraisal upon request of either Lessor or Lessee, as the case may be.

(b) The two arbitrators appointed as aforesaid shall convene forthwith and render their decision as promptly as practicable, but in any event within fifteen (15) days after such appointment. If the two arbitrators' opinions as to the fair market value differ by a factor of no more than ten percent (10%), then the decision of the arbitrators shall be the average of the two opinions and shall be the decision of both binding upon Lessor and Lessee whether or not judgment shall be entered thereon in any court. Duplicate original counterparts of such decision shall be sent by the arbitrators to both Lessor and Lessee.

(c) If the two arbitrators' opinions differ by a factor greater than ten percent (10%), the two arbitrators appointed as aforesaid shall select a third arbitrator, and if they fail to do so within thirty (30) days after their appointment, such third arbitrator shall be appointed by the then current President of the New England Chapter of the American Institute of Real Estate Appraisal. The current President of the Massachusetts Association of Real Estate Appraisers is:

Edward Wadsworth (Tel.: [617] 337-4215).

(d) The three arbitrators selected pursuant to clause (c) above, if required, shall convene forthwith and render their decision as promptly as practicable after the appointment of the third, but in any event within thirty (30) days after such appointment. The decision of such arbitrators shall be in writing and the vote of the majority of them (or if there be no majority decision, then the decision of the last appointed arbitrator) shall be the decision of all binding upon Lessor and Lessee, whether or not judgment shall be entered in day court. Duplicate

original counter parts if such decision shall be sent by the arbitrators to both Lessor and Lessee.

(e) The arbitrators, in arriving at their decision, shall be entitled to consider all testimony and documentary evidence which may be presented at any hearing as well as facts and data outside of such hearings. The arbitrator shall be bound by the provisions of this Lease and shall not add to, subtract from or otherwise modify such provisions. The cost and expenses of such arbitration shall be borne equally by Lessor and Lessee except that each party shall pay its own counsel fees and expenses. All of such arbitrators shall be real estate appraisers or brokers having at least seven (7) years of experience in such field in the City of Springfield.

ARTICLE 12 Indemnity

12.01. Lessee's Indemnity. To the fullest extent permitted by law, each Lessee shall indemnify and save harmless Lessor from and against any and all liability, damage, penalties or judgments and from and against any claims, actions, proceedings and expenses and costs in connection therewith, including reasonable counsel fees arising from injury to person or property sustained by anyone on the Land, the Premises, the Unit or the Condominium resulting from any acts or omissions of such Lessee (but not of other Unit Owners), or Lessee's officers, agents, servants, employees, contractors, sublessees or invitees of any nature, but not those of other Unit Owners, and not those of agents or employees of the Trust, on the Land, the Premises, the Unit or the Condominium (other than any act(s) or omissions(s) of Lessor or its officers, agents, servants, employees, contractors, sublessees or invitees of any nature). Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts as set forth in Section 12.03.

12.02. Trustee's Indemnity. To the fullest extent permitted by law, the Trust shall indemnify and save harmless Lessor from and against any and all liability, damage, penalties or judgments and from and against any claims, actions, proceedings and expenses and costs in connection therewith, including reasonable counsel fees arising from injury to person or property sustained by anyone on the Land, the Premises, the Unit, or the Condominium resulting from any acts or omissions of the Trust, or the Trust's trustees,

officers, agents, servants, employees, contractors, sublessee or invitees of any nature, on the Land, the Premises, the Unit or the Condominium (other than any act(s) or omission(s) of Lessor or its officers, agents, servants, employees, contractors, sublessees or invitees of any nature). The Trust shall, at its own cost and expense, defend any and all such suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such above-mentioned matters, claim or claims, except as may result from the acts as set forth in Section 12.03.

12.03. Lessor's Indemnity. Except for its intentional acts or negligence or the intentional acts or negligence of its officers, agents, servants, employees or contractors, Lessor shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Land or the Premises, including any damage or injury to Lessee or to any of Lessee's officers, agents, servants, employees, contractors, invitees, customers or sublessees.

ARTICLE 13 Insurance

13.01. Liability Insurance. Lessee shall provide or cause to be provided at its expense, and keep in force during the term of this Lease, a policy of comprehensive general liability insurance issued by a good and solvent insurance company licensed to do business in The Commonwealth of Massachusetts, rated A or better by Best's, selected by Lessee, and reasonably satisfactory to the Lessor and in an amount reasonably required by Lessor but in any event not less than One Million Dollars (\$1,000,000) with respect to injury or death to any one person and Two Million Dollars (\$2,000,000) with respect to injury or death to more than one person in any one accident or other occurrence and Five Hundred Thousand Dollars (\$500,000) with respect to damage to property. Such policy shall include Lessor as an insured and may include any Unit Mortgagees. Lessee agrees to deliver certificates of such insurance to Lessor as of the date hereof and thereafter not less than ten (10) days prior to the expiration of any such policy. Such insurance shall not be cancellable without ten (10) days' prior written notice to Lessor. This insurance shall be in addition to the comprehensive general liability insurance maintained by the Trust as described in Section 5.7 of the By-Laws; provided, however, the insurance maintained by the Trust shall satisfy Lessee's requirement herein if Lessor is named as an additional insured on the Trust's policy and the above dollar limits are satisfied.

13.02 Casualty Insurance. Lessee shall cause the Trustees to obtain and maintain, to the extent obtainable and permitted by applicable law, master policies of multiple-peril type insurance, including casualty and physical damage insurance, for the benefit of the Trustees and all of the Unit Owners, naming as the insureds, with loss proceeds payable to the Trustees hereunder as insurance trustees for all of the Unit Owners and their respective mortgagees, and the Lessor as their respective interests may appear, pursuant to such standard condominium property endorsement form as may from time to time be customarily be used in Massachusetts. Such insurance shall insure the building and all other insurable improvements forming part of the Common Elements, including elevators, heating and other service machinery, apparatus, equipment and installations comprised in the Common Elements, and also all such portions and elements of the Units as are for insurance purposes normally deemed to constitute part of the Building, and customarily covered by such insurance; but not including (i) the furniture, furnishings, equipment or other personal property of the Unit Owners, or (ii) improvements within any Unit made by or on behalf of the owners thereof, as to which it shall be the separate responsibility of Unit Owners to insure. Such insurance shall be maintained in an amount at least equal to the full replacement value of the insured property (exclusive of foundations) without deductions for depreciation, and shall insure against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other hazards or risks as the Trustees from time to time, in their discretion, shall determine to be appropriate, including, without limitation, demolition, vandalism, malicious mischief, windstorm and water damage, earthquake, flood and machinery explosion or damage. All such policies of casualty or physical damage insurance shall, to the extent obtainable, (i) provide that the policies may not be cancelled, terminated or substantially modified without at least ten (10) days prior written notice to the Lessor.

ARTICLE 14

Waiver of Subrogation

14.01. Waiver of Subrogation. All insurance policies carried by either party or on behalf of either party covering the Premises or the Unit, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party or the entity carrying the insurance.

14.02. Waiver of Rights. All claims, causes of action and rights of recovery for any damage to or destruction of persons,

property or business which shall occur on or about the Premises or the Unit which result from any of the perils insured under any and all policies of insurance maintained by Lessor and Lessee or on behalf of either, are waived by each party as against the other party and its partners, agents, officers and employees, regardless of cause, including the negligence and intentional wrongdoing of the other party and its respective agents, officers and employees, but only to the extent of recovery, if any, under such policy or policies of insurance; provided, however, that this waiver shall be null and void to the extent that any such insurance shall be invalidated by reason of this waiver.

ARTICLE 15
Damage or Destruction

15.01. Casualty Damage. In the event that, at any time during the term of this Lease, the Condominium shall be destroyed or damaged in whole or in part by fire or other cause and the cost of repairing the casualty loss associated therewith does not exceed 10% of the amount determined to be the most recent annual replacement value of the Condominium made pursuant to Section 5.7.D of the By-Laws, then Lessee shall vote its Proportionate Interest, if a vote of the Unit owners is required under the By-Laws, so as to cause the same to be repaired, replaced or rebuilt within a period of time which under all prevailing circumstances shall be reasonable.

15.02. Significant Damage. In the event that (i) the Condominium is damaged or destroyed, and (ii) the cost of repairing the casualty loss associated therewith exceeds 10% of the amount determined to be the most recent annual replacement value of the Condominium made pursuant to Section 5.7.D of the By-Laws, then Lessee shall vote its Proportionate Interest so as to cause the same to be repaired, replaced or rebuilt within a period of time which under all prevailing circumstances shall be reasonable. If, however, Unit owners holding seventy-five percent (75%) of the voting interests in the Trust do not vote, within one hundred twenty (120) days of the date of the casualty to repair and restore the Condominium, and, as a result thereof, an order is entered in a court of competent jurisdiction partitioning the Condominium, the term of this Lease shall expire and come to an end on the day described in subparagraph (3) of Section 15.04 with the same force and effect as if said day had been originally fixed herein as the Stated Expiration Date, and neither party shall have any further rights or liabilities thereafter arising or accruing under this Lease.

15.03. Repair. Subject to the rights of Unit Owners pursuant to the provisions of Section 17 of the Condominium Statute as the same may be amended from time to time, if pursuant to the provisions of Section 15.02, a vote is required and the vote taken is to repair and restore the Condominium, and such repair or restoration has been consented to by the holders of First Mortgages of Units entitled to seventy-five percent (75%) of the voting interests in the Trust, then after any such damage or destruction to the Condominium, following which the Trustees, the Unit Owners or the Trust proceed to restore and rebuild the same in the manner provided in the By-Laws, this Lease shall continue in full force and effect. Subject to the prior rights of any Mortgagee, plans and specifications used to repair, replace or rebuild the Condominium shall be and become the sole and absolute property of Lessor in the event that for any reason this Lease shall terminate. Subject to the prior rights of any Mortgagee, Lessee shall also assign to Lessor, Lessee's Share of any contract with regard to the performance of such repairs, replacements or rebuilding by a general contractor or builder, said assignment by its terms to be effective upon any termination of this Lease or upon Lessor's re-entry upon the Premises following a Default by Lessee and notice is herein provided. Such assignment shall also include the benefit of all payments made on account of the contract prior to the effective date of such assignment. Lessee shall cause such repairs, replacements or rebuilding to be performed substantially in accordance with the plans and specifications and any applicable Legal Requirements. During the course of such repairing, replacing and rebuilding, Lessee shall cause the Trust to carry for the protection of Lessor such liability insurance in such amounts which may from time to time be reasonably required by Lessor.

In the case of damage or destruction involving a cost of repair of less than \$50,000 (as adjusted to reflect any increase in the CPI in the same manner as CPI adjustments are applied to the Basic Rent under Section 1.02 hereof), the insurance proceeds shall be paid to the Trustees and shall be applied by the Trustees to the cost of the work. In the case of damage or destruction involving a cost of repair of more than \$50,000 (as adjusted to reflect any increase in the CPI in the same manner as CPI adjustments are applied to the Basic Rent under Section 1.02 hereof), the insurance proceeds shall be paid to a national bank or commercial bank or the holder of a Mortgage on the Premises which is agreeable to acting as Insurance Trustee hereunder (the "Insurance Trustee") and shall be applied by the Insurance Trustee directly to the payment of bills submitted in connection therewith upon receipt by Lessor and the Insurance Trustee of:

(a) Evidence satisfactory to the Insurance Trustee that the insurance proceeds remaining to be disbursed are sufficient to pay all anticipated costs of the work. (The Trust pursuant to the provisions of the By-Laws, shall pay the deficiency before requesting the disbursement of insurance proceeds from the Insurance Trustee);

(b) Bills from contractors and subcontractors for work and materials in place, describing in reasonable detail such work and materials and bills for the reasonable fees of any architect or engineer for services relating to the work;

(c) A certificate signed by the Trustees stating that the amount of each such bill does not exceed the cost of such work, materials, or services, and that no part of such cost has previously been made the basis of the withdrawal of insurance proceeds; and

(d) A certificate of the architect or engineer in charge of the work, or of a third party not in the regular employ of any of the parties hereto, which architect, engineer or third party is reasonably satisfactory to Lessor and the Insurance Trustee, stating (i) that the work, materials or services described in the bills were necessary or appropriate and are in place or have been performed, (ii) that the amount specified in the bills does not exceed the reasonable cost of such work, materials, or services (iii) that the work or material described in each bill, to the best knowledge of such architect, engineer or third party, has been supplied by the contractor or subcontractor submitting such bill or by a person who has supplied materials to such contractor or subcontractor, and (iv) to the best knowledge of such architect, engineer or third party, the additional amount, if any, required to complete the work.

15.04. Removal. If as the result of any such damage or destruction of the Condominium, (i) the Condominium is partitioned and removed from the provisions of the Condominium Statute or (ii) Lessee, without being in Default hereunder, petitions an appropriate court for and obtains an order (pursuant to Section 17 of the Condominium Statute) directing the Trust to purchase the Unit;

(a) All Proceeds shall first be paid to any Mortgagee(s) of the Unit to the extent required by and to the extent of the then unpaid amount secured by any Mortgage(s) in order of priority and then to the holders of any recorded liens on the Unit.

(b) The balance of such Proceeds, if any, remaining after such payment to the Mortgagee(s) shall then be paid to Lessee.

(c) Lessee shall, if the Condominium is partitioned, vote to cause the Trust to remove totally from the Premises all buildings and structures then existing and shall fill and grade the Premises where necessary as a result of such removal.

(d) The rental payable hereunder shall be adjusted to the day the casualty occurs and after the day all buildings and structures have been removed from the Premises neither party shall have any further rights or liabilities hereunder.

15.05 Lessor Design Approval. In the event that the Condominium shall be destroyed or damaged in whole or in part by fire or other cause and the Trustees, Trust or Unit Owners decide to restore, repair or rebuild the same in accordance with the provisions of this Article 15, such restoration, repair or reconstruction shall not proceed until Lessor has consented in advance and in writing to the plans and specifications for said restoration, repair or reconstruction, which consent shall not be unreasonably withheld.

ARTICLE 16 Eminent Domain

16.01. Total Takings. If there shall occur a Total Taking then this Lease shall automatically terminate as to the premises so affected as of the earlier of (i) the date that possession has been taken of the Unit or Land or (ii) the date on which the Condominium is partitioned. In the event the Lease shall terminate or shall be terminated, the rental shall, if and when necessary, be adjusted to the date of the Taking and neither party shall have any further rights or liabilities hereunder.

16.02. Distribution of Awards. In the event of a Total Taking, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such Taking and further agree, that the aggregate net Proceeds, after deducting all expenses and costs, therewith, payable to both Lessor and Lessee (or if required, to any Mortgagee) shall be distributed as follows:

(a) So much of the net award as applies to the Total Taking of a Unit and is available for distribution shall be paid first to the holders of Mortgages of such Unit, in

order of priority, to the extent of the unpaid amounts secured by such Mortgages, and to the holders of any recorded liens on such Unit, and the balance shall be paid to the Unit Owner.

(b) Then, the remaining balance of the net award which is available for distribution shall be paid to the Lessor.

16.03. Partial Takings. In the event of a Partial Taking of either of the Condominium or the Unit, or both, and the portion remaining will, after restoration permit the Condominium or the Unit to continue to be used for a Permitted Use, Lessee shall vote its Proportionate Interest to cause the Trust to make all repairs to the Building, Improvements, Common Elements and the Unit (but not Lessee's Property) affected by such Taking to the Unit to the extent necessary to restore the same to a complete architectural whole (to the extent permitted, however, taking into consideration the amount of Land remaining after any such Taking); provided, however, that Lessee shall not be obligated to expend an amount in excess of the Proceeds available to Lessee for such purposes, as hereinafter provided; but shall vote, if required to do so by the By-Laws, to treat such excess amount as a Common Expense. All Proceeds available or paid to Lessor and Lessee upon such a Taking, shall first be paid to the Mortgagee, if any, if the Mortgagee requires such payments to be made to it and the balance of such Proceeds shall then be paid to the Trustees or the Insurance Trustee, as the case may be, for the purpose of paying towards the cost of such restoration, or, in the event that the parties hereto agree to so restore, then only such portion as is agreed upon shall be paid to the Trustees or the Insurance Trustee, as the case may be, for such purpose and the balance shall be distributed pursuant to Section 16.04. All such restoration or rebuilding shall proceed in the manner provided in Section 15.03 hereof.

16.04. Distribution of Awards. All Proceeds available or paid to Lessor and Lessee upon such Partial Taking in excess of the amount thereof needed by Lessee (i) to repair and restore the Unit or (ii) to contribute to the Trust for the repair and restoration of the Condominium shall be distributed in the same manner as is provided in subparagraphs (a) and (b) of Section 16.02. A just proportion of the Base Rent retroactive to the date of loss of use shall be thereafter adjusted taking into account the amount distributed to Lessor.

ARTICLE 17
Sublease

17.01. Non-disturbance Agreement. If for any reason this Lease and the Leasehold Estate of Lessee hereunder is terminated by Lessor by summary proceedings or otherwise in accordance with the terms of this Lease, such termination of this Lease shall not result in a termination of any Occupancy Arrangement entered into in compliance with the provisions of the Lease, so long as the Qualified Occupant is in full compliance with the terms of the Occupancy Arrangement, and any such arrangement shall continue for the duration of its term and any extension thereof as a direct arrangement between Lessor hereunder and the Qualified Occupant thereunder, with the same force and effect as if Lessor hereunder had originally entered into such arrangement (subject, however, to the prior right of any Mortgagee). Any such Qualified Occupant shall not be named or joined in any action or proceeding by Lessor under this Lease to recover possession of the Unit or for any other relief. Lessor shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing as each sublessee shall require.

ARTICLE 18
Mortgages

18.01. Unit and Leasehold Mortgages. Lessee and every subsequent owner of a Unit shall have the right to enter into Mortgages on one or more occasions from time to time without the consent of Lessor. In no event and under no circumstances, however, shall Lessor be obligated to join in, or to subordinate Lessor's fee title to the Land or Lessor's right to receive rentals hereunder to, any Mortgage.

18.02. Rights of Leasehold Mortgagee. When any Unit Mortgagee from time to time provides its name and address to Lessor by notice to Lessor at the address herein specified or such other address as Lessor may from time to time specify in a recorded notice, (i) Lessor shall promptly provide to such Unit Mortgagee an acknowledgment of such name and address in recordable form and (ii) whether or not Lessor shall have provided such acknowledgment under subparagraph (i) above, the protections and provisions of this Lease applicable to Unit Mortgagees shall be applicable to such Unit Mortgagee.

Any notice to be given by Lessor to a Unit Mortgagee pursuant to any provisions of this Article 18 shall be deemed properly addressed if sent to the Unit Mortgagee at the address specified in such Unit Mortgagee's most recent notice to Lessor.

Lessor, upon providing to Lessee any notice of: (i) default under this Lease, (ii) a termination of the Lease or (iii) a matter on which Lessor may predicate or claim a default under this Lease shall at the same time provide a copy of such notice to every Unit Mortgagee. No such notice by Lessor to Lessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Unit Mortgagee. From and after such notice has been given to a Unit Mortgagee, such Unit Mortgagee shall have the same period, after the giving of such notice to it, within which to remedy any default or acts or omissions which are the subject matter of such notice or to cause the same to be remedied, as is given Lessee after the giving of such notice to Lessee, plus in each instance, the additional periods of time specified in the next two succeeding paragraphs of this Article 18 to remedy, commence remedying, or cause to be remedied the defaults or acts or omissions which are the subject matter of such notice specified in any such notice. Lessor shall accept such performance by or at the instigation of such Unit Mortgagee as if the same had been done by Lessee.

Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Lessor to terminate this Lease, Lessor shall have no such right unless, following the expiration of the period of time given Lessee to cure such default or the act or omission which gave rise to such default, Lessor shall notify every Unit Mortgagee of Lessor's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least sixty (60) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of the next succeeding paragraph of this Section 18.02 shall apply if, during such thirty (30) or sixty (60) day period, any Unit Mortgagee shall:

- (a) notify Lessor of such Unit Mortgagee's desire to nullify such notice, and
- (b) pay or cause to be paid all rent, additional rent, and other payments then due and in arrears as specified in the termination notice to such Unit Mortgagee and which may become due during such thirty (30) or sixty (60) day period, and
- (c) comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Unit Mortgagee.

If Lessor shall elect to terminate this Lease by reason of any default of Lessee, and a Unit Mortgagee shall have proceeded in the manner provided for in the immediately preceding paragraph of this Section 18.02, the specified date for the termination of this Lease as fixed by Lessor in its termination notice shall be extended for a period of ninety (90) days, provided that such Unit Mortgagee shall, during such ninety (90) day period:

(a) Pay or cause to be paid the monetary obligations of Lessee under this Lease as the same become due, and continue in its good faith efforts to comply with Lessee's non-monetary obligations, including those then in default, if the same are reasonably susceptible of being complied with by such Unit Mortgagee; and

(b) If not enjoined or stayed, take steps to acquire or sell the Leasehold Estate by foreclosure of the Unit Mortgage or other appropriate means and prosecute the same to completion with due diligence.

If at the end of such ninety (90) day period such Unit Mortgagee is complying with this paragraph, this Lease shall not then terminate, and the time for completion by such Unit Mortgagee of its proceedings shall continue so long as such Unit Mortgagee is enjoined or stayed and thereafter so long as such Unit Mortgagee proceeds to complete steps to acquire or sell the Leasehold Estate by foreclosure of the Unit Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this paragraph, however, shall be construed to extend this Lease beyond the expiration of the term of this Lease. If a Unit Mortgagee is complying with this paragraph upon the acquisition of the Leasehold Estate by such Unit Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease. The making of a Unit Mortgage shall not be deemed to constitute an assignment or transfer of the Leasehold Estate nor shall any Unit Mortgagee, as such, be deemed to be an assignee or transferee of the Leasehold Estate so as to require such Unit Mortgagee, as such, to assume or otherwise be obligated to perform any of the terms, covenants or conditions on the part of Lessee to be performed hereunder, but the purchaser at any sale of the Leasehold Estate in any proceedings for the foreclosure of any Unit Mortgage, or the assignee or transferee of the Leasehold Estate under any instrument of assignment or transfer in lieu of the foreclosure of any Unit Mortgage shall be deemed to be an assignee or transferee of the Lease and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part

of the Lessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of this Lease and the Leasehold Estate. Any Unit Mortgagee or other acquirer of the Leasehold Estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the Leasehold Estate, without further consent of Lessor, sell and assign the Leasehold Estate on such terms and to such persons and organizations as are permitted under Section 5.01 hereof and, notwithstanding the provisions of the immediately preceding sentence, thereafter be relieved of all obligations under this Lease.

Nothing contained herein shall require any Unit Mortgagee or its assignee as a condition to its exercise of any rights hereunder to cure or comply with any default of Lessee not reasonably susceptible of being cured or complied with by such Unit Mortgagee or its assignee in order to comply with the provisions of the two immediately preceding paragraphs of this Section 18.02.

18.03. Amendment. This Lease shall not be modified or surrendered to Lessor or cancelled by Lessee, nor shall Lessor accept a surrender of this Lease without the prior written consent of all Unit Mortgagees nor shall any merger result from the acquisition by, or devolution upon, any one entity of the fee and leasehold estates in the Leased Premises.

ARTICLE 19

Performance by Subtenant or the Trust; Enforcement by the Trust

19.01. Performance by Subtenant. Any act required to be performed by Lessee pursuant to the terms of this Lease may be performed by any Qualified Occupant or by the Trust and the performance of such act shall be deemed to be performance by Lessee and shall be acceptable as Lessee's act by Lessor.

19.02. Enforcement by the Trust. Following the declaration of the Condominium, all rights of Lessee hereunder shall be enforced on behalf of System and any Unit Owners by the Trust, and no other persons shall have any rights to enforce the provisions of this Lease against Lessor.

ARTICLE 20
Quiet Enjoyment

20.01. Lessor's Covenant. Lessee, upon paying the Rent and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall, subject to the Permitted Exceptions, quietly have and enjoy the Premises during the term of this Lease, without hindrance or molestation from any person, firm or corporation lawfully claiming by, through or under Lessor.

ARTICLE 21
Defaults; Events of Default

21.01. Defaults. The following shall, if any requirement for notice or lapse of time or both has not been met, or unless any Unit Mortgagee continues to exercise its rights with respect thereto pursuant to Article 18, constitute Defaults, and, if such conditions have been met, constitute Events of Default hereunder:

(a) The occurrence of any event set forth in Article 22 hereof;

(b) The failure of Lessee to pay Rent when the same shall be due and payable and the continuance of such failure for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor specifying such failure;

(c) The failure of Lessee to make such timely payment or performance under any provision of any Mortgage or Unit Mortgage so as to create a terminable default thereunder;

(d) The failure of Lessee to keep, observe or perform any covenant made by it in Sections 5.02, 5.03, 5.04, 13.01, 13.02 or 15.01 hereof;

(e) The failure of Lessee to obtain Lessor's consent if required under Section 5.01; and

(f) The failure of Lessee to keep, observe or perform any of the other covenants, conditions and agreements herein contained or contained in the Condominium Documents on Lessee's part to be kept, observed or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Lessee from Lessor of notice in writing specifying in reasonable detail

the nature of such failure, and provided Lessee shall not have cured said failure as provided in Section 21.03.

21.02. Lessor's Remedies. If any Event of Default shall occur and be continuing, Lessor may, at its option, give to Lessee a notice terminating this Lease upon a date specified in such notice, which date shall be not less than thirty (30) Business Days after the date of receipt by Lessee of such notice from Lessor and upon the date specified in said notice, the term and estate hereby vested in Lessee shall cease and any and all other right, title and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Lessee shall continue to be liable to Lessor as hereinafter provided. Simultaneously with the sending of the notice to Lessee, hereinabove provided for, Lessor shall send a copy of such notice to any Mortgagee, the Trust, the Trustees, and any additional Persons or parties having an interest in the Premises or the Unit that Lessee may select, in writing, from time to time. The curing of any Default(s) within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any Default(s) hereunder with like effect as if Lessee had cured the same hereunder.

21.03. Lessee's Best Efforts. In the event that Lessor gives notice of a Default of such a nature that it cannot be cured within such thirty (30) day period then such Default shall not be deemed to continue so long as Lessee, after receiving such notice, proceeds to cure the Default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No Default shall be deemed to continue if and so long as Lessee shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by reason of Force Majeure.

21.04. Elimination of Default. Notwithstanding anything to the contrary contained in this Article 21, in the event that any Default(s) of Lessee shall be cured in any manner hereinabove provided, such Default(s) shall be deemed never to have occurred and Lessee's rights hereunder shall continue unaffected by such default(s).

21.05. Further Remedies. Upon any termination of this Lease pursuant to Section 21.02, or at any time thereafter, Lessor may, in addition to and without prejudice to any other rights and remedies Lessor shall have at law or in equity, re-enter the Premises and the Unit, and recover possession thereof and may dispossess any or all occupants of the Premises

and the Unit (except as provided in Article 17 hereof) in the manner prescribed by the statute relating to summary proceedings, or similar statutes; but Lessee in such case shall remain liable to Lessor as hereinafter provided.

21.06. Defaults by Unit Owners. Notwithstanding anything to the contrary herein contained, an Event of Default by a Unit Owner under this Lease shall not constitute an Event of Default by any other Unit Owner. Upon the occurrence of an Event of Default by any Unit Owner, Lessor shall look solely to such Unit Owner and to such Unit Owner's undivided percentage interest in the Premises in the exercise of its remedies hereunder. An Event of Default by System under this Lease shall not constitute an Event of Default by any other Unit Owner.

ARTICLE 22 Insolvency

22.01. Insolvency. If (i) there occurs with respect to Lessee or any assignee of Lessee an Insolvency or (ii) any execution or attachment shall be issued against any of the aforesaid or any of their property, whereby the Premises or the Unit shall be taken or occupied by some Person other than the Lessee, its assignee or the sublessee of the Unit, except as may herein be permitted, then a Default hereunder shall be deemed to have occurred so that the provisions of Article 21 hereof shall become effective and the parties shall have the rights and remedies provided for therein.

ARTICLE 23 Damages on Default

23.01. Surrender. Upon any expiration or termination of this Lease as the result of a Default, Lessee shall quit and peacefully surrender the Premises and the Unit to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and reenter the Premises and the Unit and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other Persons and property from the Premises and the Unit and may have, hold and enjoy the Premises and the Unit and the right to receive all rental income of and from the same.

23.02. Right to Relet. At any time or from time to time after any such expiration or termination, Lessor may relet the Premises, the Unit or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or

less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Lessor, in its reasonable discretion, may determine and may collect and receive the rents therefor. Lessor shall in no way be responsible or liable for any failure to relet the Premises or the Unit or any part thereof, or for any failure to collect any rent due upon any such reletting.

23.03. Survival of Covenants. No such expiration or termination of this Lease shall relieve Lessee of its liability and obligations under this Lease and such liability and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Premises or the Unit or any part thereof shall have been relet, Lessee shall pay to the Lessor the Rent up to the time of such expiration or termination of this Lease.

23.04. Right to Equitable Relief. In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

ARTICLE 24 Waivers

24.01. No Waivers. Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment on account.

ARTICLE 25 General Provisions

25.01. Force Majeure. In the event that Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of Force Majeure, then

performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

25.02 Notices and Communications. All notices, demands, requests and other communications provided for or permitted under this Lease shall be in writing, either delivered by hand or sent by first-class mail, postage prepaid, to the following addresses:

(a) if to Lessor, at 271 Carew Street, Springfield, Massachusetts 01104, or at such other address as the Lessor shall have designated in writing to the Lessee, with a copy to such Persons as Lessor shall have designated in writing to Lessee; or

(b) if to Lessee, at 209 Carew Street, Springfield, Massachusetts 01104, or at such other address as the Lessee shall have designated in writing to the Lessor; or

(c) if to a Unit Owner, to the address of such Unit, or at such other address as the Unit Owner shall have designated in writing to Lessor; or

(d) if to a Unit Mortgagee, at such address as the Unit Mortgagee shall have designated in writing to the Lessor.

Any notice provided for herein shall become effective only upon and at the time of receipt by the person to whom it is given, unless such notice is mailed by first-class registered mail, in which case it shall be deemed to be received on (i) the third Business Day following the mailing thereof or (ii) the day of its receipt, if a Business Day, or the next succeeding Business Day, whichever of (i) or (ii) be the earlier.

25.03. Certificates. Either Lessor or Lessee shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any Default or Event of Default; (d) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (e) as to

the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same.

25.04. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of The Commonwealth of Massachusetts.

25.05. Partial Invalidity. If any term, covenant, condition or provision of this Lease or the application thereof to any Person or circumstance shall, at any time or 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, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

25.06. Notice of Lease. Lessor and Lessee will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a Notice of Lease, setting forth a description of the Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

25.07. Interpretation. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Lessor" whenever used herein, shall mean only the owner at the time of Lessor's interest herein, and upon any sale or assignment of the interest of Lessor.

25.08. Entire Agreement. Lessor and Lessee acknowledge that prior written and oral agreements between them and all prior representations made by either party to the other have been incorporated in this Lease or otherwise satisfied prior to the execution hereof. This Lease may be amended only by instruments in writing executed by Lessor and Lessee. The submission of a form of this Lease or any summary of its terms shall not constitute an offer by Lessor to Lessee, but a leasehold shall only be created and the parties bound when this Lease is executed and delivered by both the Lessor and Lessee.

25.09. Parties. Nothing herein shall be construed as creating the relationship between Lessor and Lessee as principal and agent, or of partners or joint venturers, it being understood and agreed that neither the manner of fixing rent, nor any other provision of this Lease, nor any act of Lessor or Lessee, shall ever be deemed to create any relationship between them other than the relationship of landlord and tenant.

25.10. Limiting Rules of Property Law. If the rule against perpetuities or any rule of law with respect to restrictions on the alienation of property or any other rule of law shall limit the time when any event contemplated by the Condominium Documents may occur, the happening of such event shall not be impaired within any period permitted by such rule. Such period with respect to the rule against perpetuities shall expire upon the expiration of 20 years after the death of the last survivor of the members of the College Class of 1991 at Harvard College. Reference to members of the College Class of 1991 shall mean persons who, according to the records of the Harvard College Alumni Records Office, or any successor office thereto, matriculated into the Class of 1991 at Harvard College in September, 1987. If it cannot be readily established by reasonable proof whether a member of the College Class of 1991 is living or not, the parties may, but need not, presume that anyone listed as dead or lost in the records of the Harvard College Alumni Records Office, or any successor office thereto, is deceased.

25.11. Absence of Fee Interest. If for any reason the Condominium is removed from the provisions of the Condominium Statute, in no event shall Lessee obtain a fee interest in the Land, and the Lease shall remain in full force and effect during its term, unless otherwise terminated in accordance with the provisions contained in the Lease.

25.12. Appurtenant Easements Over the Burdened Land. Lessee, by acceptance of the Appurtenant Easements, agrees: (i) to replace in a manner reasonably satisfactory to Lessor any surface areas disturbed by Lessee, including its agents, employees, contractors, visitors, invitees or anyone claiming by, under or through Lessee pursuant to the terms of this Lease, during its exercise of its rights granted pursuant to the Appurtenant Easements; (ii) to give Lessor reasonable notice of the times of construction or repair permitted pursuant to the Appurtenant Easements and to conduct the same so as to minimize interference with Lessor's use of its property other than the Land and (iii) to indemnify and hold Lessor harmless from and against any damage or liability arising out of or in connection with Lessee's (including its

agents, employees, contractors, visitors, invitees or anyone claiming by, under or through Lessee pursuant to the terms of this Lease) exercise of its rights granted pursuant to the Appurtenant Easements, or as a result of the intentional act or omission to act or negligence of Lessee, including its agents, employees, contractors, visitors, invitees or anyone claiming by, under or through Lessee pursuant to the terms of this Lease; provided, however, this will not exculpate Lessor from his own negligence or the negligence of his employees, agents, contractors, visitors or invitees.

Lessor reserves the right to use, in common with Lessee and all those claiming by, through or under Lessee, the Burdened Land for any and all purposes required by Lessor, including without limitation, the laying or erection of utilities, the right to pass and repass thereon and for the repair and maintenance of its other property.

The easements are granted as appurtenant to the leasehold interests for the term of the Lease and shall expire simultaneously therewith.

25.13 Non-merger of Fee and Leasehold Estates. If under any circumstances both Lessor's and Lessee's estates in the Project become vested in the same owner, this Lease nevertheless shall not be extinguished by application of the doctrine of merger except at the express election of the owner and with the express written consent of all the Unit Owners as Lessees.

ARTICLE 26
[Intentionally Omitted]

ARTICLE 27
Parking

27.01. Parking Easement. In consideration of the mutual covenants contained in this Lease, including but not limited to those contained in Article 27.03 below, Lessor hereby grants to Lessee and its invitees and Qualified Occupants and their invitees an easement to pass and repass on foot or in vehicles and to park such vehicles on those portions of the Burdened Land shown on the Plan labeled "Parking," with the exception of that portion of the Burdened Land labeled "Formerly United States of America" (the "Parking Areas"). This easement shall be used in common with Lessor and shall be for a term commencing on the date hereof and continuing until the Stated

Expiration Date, unless this Lease is earlier terminated pursuant to the terms hereof.

27.02. Site Work. System agrees to install appropriate paving, sidewalks, curbs, rails, striping and other site work for use of the Parking Areas by Lessee (the "Site Work"), in accordance with the Building Plans. The foregoing covenant and agreement shall be binding upon the original System only and not on any Mortgagee or assignee of the Premises.

27.03. Parking Fee. Lessee shall during the term of this Lease pay to Lessor monthly in advance, beginning on the Rent Commencement Date and continuing on the first day of every calendar month thereafter, Lessee's share of the monthly Parking Fee. The Parking Fee shall be a charge equal to the sum of, (i) the monthly amortization (over a twenty [20] year period) of the cost of the Site Work as certified by Lessor and System Real Estate Development Corporation, (ii) the monthly interest on the unamortized portion of such cost at the rate of ten percent (10%) per annum, and (iii) the monthly cost of maintaining the Parking Areas.

27.04 Maintenance Parking Areas. Lessor agrees during the Term of the Lease to maintain in good order and repair and to keep reasonably clear of ice and snow all surfaced roadways and walks within the Parking Areas.

27.05 Alternate Parking Areas. Notwithstanding anything to the contrary herein contained, Lessor reserves the right during the Term of this Lease to designate alternate parking areas in substitution of the Parking Areas or any portions thereof, provided that such alternate parking areas are reasonably equivalent to the substituted Parking Areas in area, improvements and proximity to the Building.

IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this instrument to be executed in duplicate under seal as of the date first above written.

LESSOR:

THE MERCY HOSPITAL

By: Sister Marie Caritas
Sr. Mary Caritas,
its President

LESSEE:

SYSTEM REAL ESTATE DEVELOPMENT
CORPORATION

By: Sr. M. Catherine Laboure
Sr. M. Catherine Laboure,
its President

COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss.

August 11, 1988

Then personally appeared Sr. Mary Caritas, President
of The Mercy Hospital, and acknowledged the foregoing
instrument to be her free act and deed and the free act and
deed of The Mercy Hospital, before me,

Maria C. Sutton
Notary Public - Maria C. Sutton
My commission expires: 7/24/92

COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss.

August 11, 1988

Then personally appeared Sr. M. Catherine Laboure,
President of System Real Estate Development Corporation, and
acknowledged the foregoing instrument to be her free act and
deed and the free act and deed of System Real Estate
Development Corporation, before me,

Maria C. Sutton
Notary Public - Maria C. Sutton
My Commission Expires: 7/24/92

EXHIBIT A

Legal Description and Title Conditions

A parcel of land in Springfield, Hampden County, Massachusetts, lying 600 feet, more or less, easterly of Carew Street, 600 feet, more or less, westerly of Stafford Street, Northeasterly of Cass Street as is shown on a plan of land by C.T. Male Associates, Inc., dated June 1, 1988, entitled "Plan of Land in Springfield (Hampden Co.) MA surveyed for System Real Estate Development Corp." and recorded with the Hampden County Registry of Deeds in Book of Plans _____, pages _____, which is more particularly bounded and described as follows:

Beginning at a point within land of The Mercy Hospital, said point being in the northwesterly face of a hospital building of The Mercy Hospital and said point of beginning being S45°29'21"W a distance of 42.68 feet and S44°30'39"E a distance of 0.60 feet from the northeasterly corner of said hospital, which corner is S77°01'35"E a distance of 678.17 feet from a bound marking the intersection of the northerly line of Cass Street with the easterly line of Carew Street; thence along the face of said hospital building S45°29'21"W a distance of 96.08 feet as shown on said Plan to an unmarked point; thence the following twenty-one courses through land of The Mercy Hospital as shown on said Plan, N44°30'39"W a distance of 18.10 feet to an unmarked point,
N45°29'21"E a distance of 4.08 feet to an unmarked point,
N44°30'39"W a distance of 76.00 feet to an unmarked point,
S45°29'21"W a distance of 4.50 feet to an unmarked point,
N44°30'39"W a distance of 38.00 feet to an unmarked point,
N45°29'21"E a distance of 4.50 feet to an unmarked point,
N44°30'39"W a distance of 29.67 feet to an unmarked point,
S45°29'21"W a distance of 8.00 feet to an unmarked point,
N44°30'39"W a distance of 52.00 feet to an unmarked point,
N45°29'21"E a distance of 52.00 feet to an unmarked point,
S44°30'39"E a distance of 51.67 feet to an unmarked point,
N45°29'21"E a distance of 160.00 feet to an unmarked point,
S44°30'39"E a distance of 30.00 feet to an unmarked point,
N45°29'21"E a distance of 4.50 feet to an unmarked point,
S44°30'39"E a distance of 38.00 feet to an unmarked point,
S45°29'21"W a distance of 4.50 feet to an unmarked point,
S44°30'39"E a distance of 28.00 feet to an unmarked point,
S45°29'21"W a distance of 84.00 feet to an unmarked point,
S44°30'39"E a distance of 28.00 feet to an unmarked point,
S45°29'21"W a distance of 28.00 feet to an unmarked point,
S44°30'39"E a distance of 38.10 feet to the point of beginning and containing 29,555 square feet.

Together with the Appurtenant Easements as defined in the Amended and Restated Ground Lease of even date herewith by and between The Mercy Hospital and System Real Estate Development Corporation, recorded herewith.