

MASTER DEED

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PHYSICIANS' MEDICAL OFFICE BUILDING AT
MERCY HOSPITAL
SPRINGFIELD, MASSACHUSETTS

Prepared By and When Recorded
Please Return to:

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PHYSICIANS' MEDICAL OFFICE BUILDING AT
THE MERCY HOSPITAL
SPRINGFIELD, MASSACHUSETTS

MASTER DEED

The Mercy Hospital, a corporation duly organized under the laws of the Commonwealth of Massachusetts with its usual place of business at 271 Carew Street, Springfield, Massachusetts 01104 (hereinafter with its successors and assigns called "Sponsor"), the sole owner of the parcel of land described in Section 2 below, by duly executing and recording this Master Deed, hereby submits said land, together with the building (the "Building") and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter collectively called the "Condominium") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as amended from time to time, ("Chapter 183A") and does hereby state that it proposes to create and does hereby create, with respect thereto, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end, declares and provides the following:

1. Name of Condominium and Managing Entity. The name of the Condominium shall be PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL. A trust through which the unit owners of the Condominium (the "Unit Owners") will manage and regulate the Condominium has been established under the name of PHYSICIANS' MEDICAL OFFICE BUILDING CONDOMINIUM TRUST (the "Trust") under Declaration of Trust of even date and recorded herewith (the "Declaration of Trust"). All Unit Owners are beneficiaries of the Trust in proportion to their respective percentages of undivided interest (the "Undivided Interests") in the common areas and facilities of the Condominium (the "Common Elements"). The names and addresses of the initial and present trustees of the Trust are as follows:

Paul Farkas, M.D.
Paul D. Titus, M.D.
Enzo DiGiacomo, M.D.
Virginia Govoni
Robert L. Bolduc

all with an address c/o System Real Estate Development Corporation, 209 Carew Street, Springfield, Massachusetts 01104. (The trustees of the Trust, together with their successors, shall hereinafter collectively be called the "Trustees.")

The terms of the Declaration of Trust have been enacted as, and comprise, the By-Laws of the Condominium, as provided for in Chapter 183A.

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2. Description of Land. The land (the "Land") on which the Building is located is a portion of the land comprising the campus of the Mercy Hospital, lying off Carew Street, in Hampden County, Massachusetts, and is more particularly described in Exhibit A attached hereto and made a part hereof, and shown on the plan entitled "Plan of Land in Springfield (Hampden Co.) MA surveyed for System Real Estate Development Corp." recorded at the Hampden County Registry of Deeds herewith (the "Site Plan"). The campus as shown on the Site Plan, excluding the Land, shall be referenced to herein as the "Campus." The Land is submitted subject to and with the benefit of the matters set forth on Exhibit A hereto, such matters to be referred to hereinafter as the "Title Conditions."

3. Description of Buildings. The Building is one structure, steel frame construction with exterior brick masonry walls and concrete slab floors. It has four floors and a ground floor.

4. Designation of Condominium Units. The Building is currently divided into thirty-nine (39) office or commercial units (the "Units"). The designations of the Units and a statement of their locations, approximate areas and their Undivided Interests in the Common Elements are set forth in Exhibit B attached hereto and made a part hereof. The Units are depicted on the floor plans (the "Floor Plans") dated July 25, 1988 prepared by Russell Gibson von Dohlen, Inc., Architects, consisting of five (5) sheets numbered A1.G, A1.1, A1.2, A1.3 and A1.4, respectively. The Floor Plans show the layout, location, Unit numbers, dimensions and approximate area of the Units, state the name of the Building, "PHYSICIANS MEDICAL OFFICE BUILDING AT MERCY HOSPITAL," and bear the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built and in existence on July 25, 1988.

Each Unit Owner may at any time and from time to time change the use and designation of any room or space within his Unit, subject always to the provisions of Section 7 hereof.

Notwithstanding any other provisions of this Master Deed, the Sponsor without approval of the Trustees, and without further authority, may from time to time divide any Unit owned by it into two or more Units, or (if the structural walls, supports and other structural aspects of the Building are not adversely affected) join any adjacent Units owned by it into one Unit, provided, however that in no event shall any such subdivision or joining affect the Undivided Interest or boundaries of any other Units. The Sponsor, in connection with any such subdivision or joining, may file, without the approval or authorization of the Trustees or any other Unit Owners, an amendment to this Master Deed setting forth the Undivided Interests of the Units or Unit created by any such subdivision

or joining, and restating the Undivided Interest of the other Units of the Condominium. The boundaries of the Units created by such subdivision or joining shall be governed by the provisions of Section 5 of this Master Deed. In addition, the Sponsor may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning of any such Unit owned by it, without the approval or authorization of the Trustees, and may file, without the approval or authorization of the Trustees or other Unit Owners, any necessary amendment to the Master Deed in connection with such change in Unit layout. The Sponsor may assign any of its rights under this paragraph in connection with the sale of any Unit owned by it, but no such rights shall pass to any future owner of any Unit unless specifically assigned by the Sponsor in the Unit Deed.

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

(a) Building Walls Separating the Unit from Common Elements: The vertical plane of the unfinished exterior face of the wall; provided, however, that where the Unit is open to common areas, such boundary shall be determined by the extension of such plane as determined by the position of the nearest adjoining wall; and further provided that where such wall is glass, the boundary shall be the exterior face of such glass;

(b) Exterior Building Walls: The vertical plane lying at the midline of the wall, that is to say, equidistant from and parallel to each of the two facing planes: the first the interior surface of the wall studs or strap-ping; the second the interior surface of the brick exterior wall;

(c) Walls Separating Units: The plane lying at the midline of the wall studs, that is to say, equidistant from and parallel to each of the two planes of the exterior surfaces of the wall studs;

(d) Floors: The upper surface of the subflooring;

(e) Ceilings: The plane of the lower surface of the ceiling joists;

(f) Windows and Doors: The exterior surface of windows and frames including all glass panes, the exterior surface of all doors, and door frames, including sliding glass doors and skylights, which open from or are a part of a Unit.

Notwithstanding anything to the contrary above, there shall be included within each of the Units all components of the

heating, air conditioning and ventilation systems and plumbing and electrical systems of the Building exclusively serving each Unit.

6. Description of the Common Areas and Facilities (the "Common Elements"). The Common Elements consist of the common areas and facilities of the Condominium, and include, without limitation, the following, whether physically located within the boundaries of any Unit or not:

(a) All foundations, columns, girders, beams, supports, lintels, plates, braces, bearing walls, exterior walls and interior walls of the Building (other than any portion thereof included in the Units as specified in Section 5 above), all roofs, and the area in the Building between the upper surface of the subflooring and the plane of the lower surface of the ceiling joists below it;

(b) All entrances and vestibules, and the lobby of the Building; all halls, corridors, elevators and public stairs; railings; the mailboxes and other equipment and facilities in such areas; the fire escapes, gutters, downspouts and screens on the Building;

(c) All installations designed and intended for common use, including, without limitation, central service equipment providing power, light, heat, telephone, hot and cold water and air-cooling, including all equipment attendant thereto, all furnaces, hot water heaters, conduits, junction boxes, telephone switching devices, meters, smoke or fire detectors, alarm systems, chutes, vents, flues, ducts, plumbing, sewer and drainage pipes, wiring, flues, chimneys and other facilities for the furnishing of utility services or waste removal contained in the Building or on the Land and all such facilities contained within any Unit which serve other parts of the Building, whether or not the same may serve the Unit within which such facilities are contained (but specifically excluding equipment contained within and serving a single Unit exclusively);

(e) All space devoted to the use of the common maintenance or janitorial staff of the Building; and

(f) All other apparatus and installations existing or hereafter installed in the Building or on the Land designated and intended for common use or necessary or convenient to the existence, maintenance or safety of the Condominium, whether located in or out of a Unit or Units.

Except as specifically indicated otherwise, the term "common use," as used herein, means use by or for any two or more Units. The use of and other matters relating to the

Common Elements shall be subject to the provisions of this Master Deed, the Declaration of Trust and the rules and regulations (the "Rules and Regulations") adopted pursuant thereto, as any of the same may be amended from time to time with respect to the use thereof.

The Land is not included in the Common Elements. The Land is, however, part of the Condominium. Each Unit, upon execution and delivery by the Sponsor of a Unit Deed thereto, will be owned in fee simple, subject only to the Title Conditions and other encumbrances voluntarily suffered by the Unit Owner, and shall be an interest in real estate as described in Section 3 of Chapter 183A. The Sponsor will retain ownership of the Land and following execution of this Master Deed, shall convey all the Units set forth on Exhibit B to System Real Estate Development Corporation ("System"). Simultaneously with such conveyance to System, the Sponsor shall enter into that certain Amended and Restated Ground Lease (the "Ground Lease") with System which Ground Lease shall be recorded herewith. All subsequent conveyances of Units by System shall include an assignment to each Unit Owner of an undivided interest equal to such Unit Owner's respective Undivided Interest in the leasehold estate created by the Ground Lease. Any subsequent conveyance of a Unit shall be deemed a conveyance and assignment of the undivided interest in the leasehold estate in the Land attributable to such Unit. Upon termination of each Ground Lease, the undivided interest in the Land subject to each Ground Lease and the Unit to which each such Ground Lease is appurtenant will revert to the Sponsor as more specifically set forth in the Ground Lease. Notwithstanding anything to the contrary above, the Trustees shall have the power on behalf of all or any of the Unit Owners to enforce any Unit Owner's rights in and under the Ground Lease, subject, however, to all the terms and conditions of the Ground Lease.

7. Use and Restrictions Relating to Use of the Units, the Building and the Common Elements. The purposes for which the Building, the Units and Common Elements are to be used are as follows:

(a) Each of the Units may be used only for purposes permitted by the zoning, building, sanitary, and similar laws of the City of Springfield, as they may be amended or varied from time to time, subject, in all events, to the further restrictions set forth below in this Section, provided, however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Subsection C of this Section.

(b) The Units and the Common Elements shall be subject to the following restrictions:

(1) no Unit, Common Element, or any part of the Condominium shall be owned, occupied or used except as set forth in Article 5 and all other provisions of the Ground Lease;

(2) no animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, unless a specific exception to this prohibition is made by instrument in writing duly executed by the Trustees pursuant to the provisions of the Declaration of Trust, subject, in any event, to the Rules and Regulations; provided, however, that (i) any such animal causing or creating a nuisance, health hazard, unreasonable disturbance or noise shall be removed permanently from the Condominium upon three (3) days' written notice from the Trustees and (ii) no dog shall be permitted in any portion of the Common Elements, unless carried or on a leash;

(3) the architectural integrity of the Building and the Units shall be preserved without modification; to that end, except as otherwise specifically provided herein or in the Declaration of Trust, without limiting the generality hereof, (i) no porch, patio, balcony, deck, terrace, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof or to any Common Element; (ii) no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, door frame or window or window frame shall be made; (iii) no painting (except with the same paint type and color that existed prior to such painting) attachment of decalomania or other decoration shall be done on any exterior part or surface of any Unit or on the interior surface of any window or in any Common Element; and (iv) the Trustees may from time to time adopt and enforce uniform requirements as to the color and appearance of exterior doors, window shades, window blinds or the like, visible from the outside of the Building or from any Common Element, provided, however, (1) that a Unit Owner may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning of his or her Unit, subject, except as otherwise expressly provided herein, to the approval of the Trustees and the approval of all holders of mortgages on the Unit involved (if required) and subject to such conditions as the Trus-

- tees may impose with respect to such changes (ii) an owner of two (2) or more Units may, subject to the same conditions and approvals, remove all or part of an interior wall separating such Units; and (iii) a Unit Owner shall have the right to decorate the interior of his Unit as he may desire so long as such decoration shall not, in any way whatsoever alter, remove or otherwise modify any structural components of his Unit;
- (4) all maintenance and use by Unit Owners of the Common Elements shall be conducted so as to preserve the appearance and character of the same and of the Condominium without modification;
- (5) all alterations to, construction involving, and repair, maintenance and use of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of the By-Laws and the Rules and Regulations, if any;
- (6) except as otherwise specifically provided herein, the Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and for purposes which are consistent with their design, and which are incidental to the use and occupancy of Units. Each Unit shall be used for such permitted purposes and to such extent as is consistent with its design and as will not overload or interfere with any Common Elements or the enjoyment thereof by the other Unit Owners;
- (7) no nuisances shall be allowed in the Condominium nor shall any use or practice be allowed which is an unreasonable source of annoyance to other Unit Owners or which interferes with the peaceful possession or proper use of the Condominium by other Unit Owners;
- (8) no unlawful use shall be made of the Condominium or of any part thereof, and all valid laws, ordinances, codes, rules and regulations and orders of all governmental bodies having jurisdiction over the Condominium or its Unit Owners, including professional licensing bodies, as applicable, (collectively "Legal Requirements"), shall be strictly obeyed. Compliance with any Legal Requirement shall be accomplished swiftly by and at the expense of the Unit Owner or Owners, or the Trustees, as the case may be, who have the obligation under the Declaration of Trust to maintain, repair, or regulate the particular portion of

the Condominium affected by the Legal Requirement involved. Each Unit Owner shall promptly notify the Trustees in writing of any notice he receives of the violation of any Legal Requirement relating in any way to the Condominium or its Unit Owners;

(9) if any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building for medical office purposes) shall be required for the proper and lawful conduct of business in any particular Unit and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Trustees, the Owner of such particular Unit, at its expense, shall procure and maintain such license or permit, submit the same to inspection by the Trustees and comply with all the terms and conditions thereof;

(10) no Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of the Building which would cause damage thereto, spread odors or otherwise be offensive;

(11) no Unit Owner or occupant shall at any time store, maintain, or possess anywhere in or about the Condominium any "hazardous material," as defined under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, and implementing regulations, or any "hazardous waste" as defined under the Massachusetts Hazardous Waste Management Act, and implementing regulations, except such materials as are commonly and lawfully used in the practice of medicine or dentistry or in any Commercial use, as that term is defined in the Ground Lease. Any Unit Owner who violates or permits any occupant of his Unit to violate this provision, shall be liable to the Trustees and other Unit Owners for all costs they incur or reasonably expend as a result of the violation, including costs of removal or containment of the hazardous material or waste, penalties, fines, settlement amounts and legal fees;

(12) all medical, data processing, computer and business machines and equipment, and all other appliances and mechanical equipment, and any other installations installed in any Unit by a Unit Owner shall be so designed, installed, maintained and used by the Unit Owner and occupants of the Unit, at the expense of its Owner, as to counteract any potential increase in the transmission of noise, vibration, odors and

other objectionable transmissions from the Unit to any other area of the Building;

(13) a Unit Owner shall not place or cause to be placed in or on any of the Common Elements, any furniture, packages, or objects of any kind, except as expressly provided hereunder;

(14) the public halls, corridors, stair halls and stairways shall be used for no purpose other than normal transit through them, except as expressly provided hereunder;

(15) no Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Ground Lease, the Declaration of Trust and By-Laws or the Rules and Regulations, if any;

(16) no Unit Owner shall alter his Unit in such a way as to permit sound, vibration, light or odors to be more readily transmitted to other Units, the Common Elements or neighboring buildings; and

(17) each Unit may be leased by the Owner of the Unit to any one or more tenants, on such terms and conditions as the Unit Owner may find desirable, provided, however, that

(i) no lease of any Unit shall relieve the Owner thereof from the obligation to obey all the terms and provisions of this Master Deed, the Unit Deed, the Ground Lease, the Declaration of Trust, and all Rules and Regulations;

(ii) no lease of any Unit shall alter or relax in any manner the terms and provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and all Rules and Regulations that govern the use, occupancy, maintenance or operation of the Unit leased or of the Condominium;

(iii) prior to the commencement of occupancy of a Unit by anyone other than a Unit Owner, the Unit Owner shall execute a lease in writing with the tenant, the lease shall be consistent with this Master Deed, the Unit Deed, the Declaration of Trust, and all Rules and Regulations, and a photocopy of the executed lease shall have been delivered by the Unit Owner to the Trustees; and

(iv) any lease shall comply in all respects with the provisions of the Ground Lease

(c) The restrictions set forth in this Section 7, (i) shall be covenants running with the Land, (ii) shall be for the benefit of all Unit Owners, (iii) shall be administered on behalf of the Unit Owners by the Trustees, (iv) shall be enforceable solely by the Trustees, insofar as permitted by law, with the exception of restrictions imposed by the Ground Lease, which may be enforced by Lessor thereunder, (v) may be waived in specific cases by the Trustees (except as to Subsections (a), (b)(1), (b)(8), (b)(10), (b)(11) and (b)(17)(iv) of this Section 7, and any restrictions imposed by the Ground Lease), (vi) shall, insofar as permitted by law, be perpetual, and, to that end, may be extended at such time or times and in such manner as permitted or required by law, and (vii) are not intended to terminate unless the Condominium terminates. No Unit Owner shall be liable for any breach of the provisions of this Section 7, except those which occur during his ownership of a Unit. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees, and any aggrieved Unit Owner for the recovery of damages, for injunctive relief or for both. In addition, failure of any Unit Owner to comply with the restrictions and other covenants and conditions of the Ground Lease will give rise to a cause of action in the Lessor thereunder, but only against such Unit Owner and such Unit Owner's interest thereunder, as provided in the Ground Lease. A Unit Owner shall be liable under this Section 7 for breaches committed by his occupants, tenants and others using his Unit or the Common Elements with his consent, but no Unit Owner shall be deemed in default under the Section 7 for breaches committed by other Unit Owners or their occupants, tenants and invitees.

8. Amendment of Master Deed. Except as otherwise provided herein, in the Declaration of Trust, or by law, this Master Deed may be amended by the vote of Unit Owners entitled to at least seventy-five percent (75%) of the Undivided Interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Declaration of Trust, or in lieu of such meeting, by consent in writing, as provided in Section 3.10 of the Declaration of Trust, provided, however, that no instrument of amendment shall be of any force or effect:

- (a) Unless a certificate setting forth the same shall have been dated with the date on which it was first signed by any Unit Owner and recorded with the Hampden County Registry of Deeds within six (6) months from that date;
- (b) Unless it shall have been signed by the Unit Owner if it alters the dimensions of his Unit; or increases his percentage part of the Undivided Interest; or grants or removes any rights therein other than those specified or

reserved presently in this Master Deed, the Declaration of Trust, or the Unit Deed;

(c) Unless it shall have been approved by Unit Owners entitled to one hundred percent (100%) of the Undivided Interest, and all holders of mortgages of record of all such Units, if it amends the provisions of this Section 8,

(d) Unless it shall have been assented to in writing by any holder of a mortgage of record of a Unit, if it affects the mortgaged Unit in the manner described in Sub-sections (b) above or if in any materially adverse way it impairs the security of an institutional holder or purchase money holder of a recorded mortgage of such Unit;

Notwithstanding anything above to the contrary, no instrument or amendment of this Master Deed shall be effective which purports to amend or modify any provision of the Ground Lease, or which would result in a conflict between any provisions of this Master Deed and any provisions of the Ground Lease. Further, no amendment of this Master Deed shall be effective which purports to amend or modify this Master Deed in a manner which would render it contrary or inconsistent with Chapter 183A.

9. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements or if any such encroachment shall occur hereafter as a result of (i) settling or shifting of the Building, (ii) alteration or repair of the Building or of the Common Elements made by or with the consent of the Trustees, (iii) repair or restoration of the Building or a Unit after damage by fire or other casualty or (iv) condemnation or eminent domain proceedings, then, in any of such events, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands. In addition, if any portion of the Building, due to any settling or shifting, shall encroach upon any improvement of Sponsor located on the Campus, or in the event any such improvement of Sponsor encroaches upon the Building due to settling or shifting, there shall be a valid easement for such encroachment and for the maintenance of the same so long as such encroachment exists.

10. Easement for Use and Right of Access to the Common Elements. There is excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit shall have an easement in common with all other Units to use the Common Elements serving such Unit, and each Unit shall be subject to an easement in favor of all other Units to use such Common Elements serving the other Units as are located in his Unit. The Trustees and their authorized agents or employees shall have a right of access to each Unit

from time to time during reasonable hours (or at any time, in cases of emergency) to inspect the same, to correct violations of the Master Deed, the Declaration of Trust, and the Rules and Regulations, if any, and for the maintenance, repair and replacement of the Common Elements located therein or accessible therefrom or for making repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

11. Acquisition of Units by Trustees. In the event that the Trustees shall purchase a Unit pursuant to the provisions of the Declaration of Trust, together with the Unit's Undivided Interest and the interest of such Unit Owner in any other assets of the Condominium, then, title to the Unit, together with such interests, shall be acquired and held by the Trustees or their designee, corporate or otherwise, on behalf of all Unit Owners. Any lease covering any Unit leased by the Trustees or their designee, shall be held by the Trustees or their designee, on behalf of all Unit Owners, in proportion to their respective Undivided Interests.

12. Units Subject to Master Deed, Ground Lease, Unit Deed, Declaration of Trust and Rules and Regulations. All present and future owners, tenants, visitors, employees and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Ground Lease, the Unit Deed, the Declaration of Trust and the Rules and Regulations, as any of them may be amended from time to time, and with the Title Conditions, as described in Exhibit A hereto. The acceptance of a Unit deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (i) the provisions of this Master Deed, the Ground Lease, the Unit Deed, the Declaration of Trust and the Rules and Regulations and any items affecting title to the Condominium are accepted and ratified by the owner, tenant, visitor, employee, occupant or any person having at any time any interest or estate in the Unit, all of which provisions shall be deemed and taken to be covenants running with the Land and shall bind any such person, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof and (ii) a violation of any provisions set forth in clause (i) above shall be deemed to be a substantial violation of the duties of the Unit's Owner.

13. Invalidity. If any provision of this Master Deed or any amendment hereof or the application thereof to any person or circumstance is held invalid, its invalidity shall not impair or affect in any manner the validity, enforceability, applicability or effect of the remainder of this Master Deed, and all of the other provisions of this Master Deed shall continue in full force and effect as if the invalid provisions had never been included herein.

14. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number or frequency of violations or breaches which may occur.

15. Captions and References. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof. Except as otherwise specifically stated, references in this Master Deed to "hereof", "herein" and "hereunder" shall be deemed to refer to this Master Deed and shall not be limited to the particular text or action in which such words appear.

16. Grant of Easement. Sponsor hereby grants to the Trust, for the benefit of the Unit Owners, their employees and invitees so long as Sponsor is a licensed hospital under Chapter 111, Section 51, of the General Laws of the Commonwealth of Massachusetts, or successor laws relative to licensing hospitals in Massachusetts to pass and repass over any entrance way connecting the Building with any other improvements of Sponsor located on the Campus, subject to Sponsor's reasonable exercise of the right to restrict such right to pass in a manner so as not unreasonably to interfere with Unit Owner's occupancy and use of the Building, for purposes of security of Sponsor's improvements located on the Campus.

17. Sponsor's Reservation of Easements. Sponsor reserves for itself and its successors and assigns, the following easements intended to benefit the Campus:

(a) the right for itself and its invitees to pass and repass on foot over the full breadth and width of all entrances, vestibules, halls, corridors, stairs, and passageways (including the tunnel passageway identified on the Floor Plans) included in the Common Elements; provided, however, that the foregoing right and easement, insofar as it applies to areas above the first floor of the Building, shall be effective only while Sponsor or any subsequent owner of the building adjoining the Building is a licensed hospital pursuant to M.G.L. Ch. 111, Section 51, or successor laws relative to licensing hospitals in Massachusetts;

(b) the exclusive right to install furniture, equipment, and other fixtures in the Atrium and in the Building lobby, as shown on the Floor Plans and to maintain, improve and decorate the Atrium and the Building lobby, and to make reasonable rules and regulations with respect to the use of the Atrium and the Building lobby; and

(c) the right to use for purposes of providing central services to the Building all installations designed for such services included in the Common Elements including but not limited to service equipment providing power, light, heat, telephone, hot and cold water, and air cooling, all as more particularly described in Section 6(c).

18. Notice to City of Springfield. Notice of any change of the trustees of the Trust shall be submitted to the Building Commissioner of the City of Springfield within thirty (30) days of such change. This provision shall benefit the City of Springfield only.

19. Conflicts. This Master Deed and the Declaration of Trust are intended to comply with the requirements of Chapter 183A. In the event that any of the provisions stated herein or in the Declaration of Trust conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

20. Gender and Number. The use of the masculine gender in this Master Deed shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

21. Definitions. Capitalized terms not defined herein shall have the meaning assigned to them in the Declaration of Trust.

IN WITNESS WHEREOF, Sponsor has caused this Master Deed to be executed as an instrument under seal as of this 11th day of August, 1988.

THE MERCY HOSPITAL

By: Sister Mary Caritas
Sr. Mary Caritas, 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

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 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.

Subject to the following:

Title to and rights of the public and others entitled thereto in and to those portions of the above-described parcel lying within the bounds of any street or highway.

Sidewalk Order from Carew Street to Mercy Hospital (Cass Street) with assessment to be levied by the City of Springfield under instrument dated October 6, 1978 and recorded with the Hampden County Registry of Deeds in Book 4690, Page 63.

That certain Mortgage and Security Agreement dated June 18, 1987 granted by System Real Estate Development Corporation to Baybank Valley Trust Company recorded with the Hampden County Registry of Deeds in Book 6528, Page 319 and that certain Collateral Assignment of Rents and Leases recorded therewith, both as affected by that certain Consent and Subordination of Baybank Valley Trust Company of even date and recorded herewith.

All terms, conditions and restrictions contained in that certain Ground Lease by and between The Mercy Hospital and System Real Estate Development Corporation dated as of June 18, 1987 and recorded with the Hampden County Registry of Deeds in Book 6528, Page 260, as affected by that certain Amended and Restate Ground Lease by and between The Mercy Hospital and System Real Estate Development Corporation, recorded herewith.

EXHIBIT B
Schedule of Units

DP-6690/q

Mercy Hospital
Schedule of Units, Proportionate Interests, etc.

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rooms</u>	<u>Approx. Square Feet</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
111	Ground floor	1	9,280	Corridor, Tunnel Passage	.0964
112	" "	1	11,131	Corridor, Tunnel Passage	.1156
101	First floor	1	8,865	Corridor, Atrium	.0921
118	" "	1	1,611	Corridor, Lobby	.0167
119	" "	1	2,269	Corridor	.0236
126	" "	7	1,150	Corridor	.0119
134	" "	1	1,063	Corridor	.0110
200	Second floor	1	461	Atrium Corridor	.0048
201	" "	24	4,860	Corridor, Atrium Corridor	.0505
209	" "	1	2,057	Atrium Corridor	.0214
210	" "	9	1,566	Atrium Corridor	.0163
215	" "	16	2,600	Corridor	.0270
218	" "	1	2,222	Corridor	.0231
222	" "	1	1,087	Corridor	.0113
223	" "	1	1,301	Corridor	.0135
226	" "	8	1,090	Corridor	.0113
230	" "	8	1,090	Corridor	.0113
234	" "	7	1,108	Corridor	.0115
300	Third floor	1	465	Atrium Corridor	.0048
301	" "	16	2,570	Atrium Corridor, Corridor	.0267
305	" "	18	3,957	Atrium Corridor	.0411
310	" "	1	2,760	Atrium Corridor	.0287
315	" "	1	1,685	Corridor	.0175
318	" "	8	2,105	Corridor	.0219
319	" "	9	1,300	Corridor	.0135
322	" "	7	1,091	Corridor	.0113
323	" "	10	1,300	Corridor	.0135
330	" "	16	2,198	Corridor	.0228

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rooms</u>	<u>Approx. Square Feet</u>	<u>Immediately Accessible Common Area</u>	<u>Proportional Interest</u>
400	Fourth floor	1	1,579	Corridor	.0164
401	"	1	3,738	Corridor	.0388
404	"	1	2,273	Corridor	.0236
409	"	20	2,967	Corridor	.0308
410	"	16	2,679	Corridor	.0278
418	"	7	774	Corridor	.0080
419	"	21	3,388	Corridor	.0352
422	"	7	783	Corridor	.0081
426	"	9	1,246	Corridor	.0129
430	"	1	1,523	Corridor	.0158
434	"	6	1,107	Corridor	.0115
			96,299		1.0000

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Doc. # 26966

Hampden County Registry of Deeds

RECEIVED FOR RECORD

MAY 17 1989

11 O'CLOCK 42 m A m

PHYSICIANS MEDICAL OFFICE BUILDING
AT MERCY HOSPITAL,
SPRINGFIELD, MASSACHUSETTS

FIRST AMENDMENT
TO MASTER DEED

THIS FIRST AMENDMENT TO THE MASTER DEED is made this 10th day of May, 1989, by SYSTEM REAL ESTATE DEVELOPMENT CORPORATION, a Massachusetts corporation, having a principal place of business at 209 Carew Street, Springfield, Massachusetts (hereinafter called "the Declarant").

WITNESS THAT

WHEREAS, THE MERCY HOSPITAL, a corporation duly organized under the laws of the Commonwealth of Massachusetts (hereinafter called "the Sponsor") executed and recorded certain Condominium instruments which established PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL (hereinafter called "The Condominium") as a Condominium under Chapter 183A of the General Laws of the Commonwealth of Massachusetts including the Master Deed which was recorded in Book 6935, Page 389 in the Hampden County Registry of Deeds; (hereinafter called "The Master Deed");

WHEREAS, Section 4 of The Master Deed stated, in pertinent part, as follows:

"Notwithstanding any other provisions of this Master Deed, the Sponsor without approval of the Trustees, and without further authority, may from time to time divide any Unit owned by it into two or more

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Units, or (if the structural walls, supports and other structural aspects of the Building are not adversely affected) join any adjacent Units owned by it into one Unit, provided, however that in no event shall any such subdivision or joining affect the Undivided Interest or boundaries of any other Units. The Sponsor, in connection with any such subdivision or joining, may file, without the approval or authorization of the Trustees or any other Unit Owners, an amendment to this Master Deed setting forth the Undivided Interests of the Units or Unit created by any such subdivision or joining, and restating the Undivided Interest of the other Units of the Condominium. The boundaries of the Units created by such subdivision or joining shall be governed by the provisions of Section 5 of this Master Deed. In addition, the Sponsor may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning of any such Unit owned by it, without the approval or authorization of the Trustees, and may file, without the approval or authorization of the Trustees or other Unit Owners, any necessary amendment to the Master Deed in connection with such change in Unit layout. The Sponsor may assign any of its rights under this paragraph in connection with the sale of any Unit owned by it, but no such rights shall pass to any future owner of any Unit unless specifically assigned by the Sponsor in the Unit Deed"; and

WHEREAS, by deed dated August 11, 1988 the Sponsor deeded all units in the Condominium to the Declarant which deed is recorded in Book 6935, Page 516 in the Hampden County Registry of Deeds (hereinafter called "the Deed") and in the Deed the following was stated: "The Units are conveyed together, with rights to subdivide and to change the interim partitioning of the Units as provided in Section 4 of the Master Deed."; and

WHEREAS, the Declarant owns Unit LL-2, Unit 101, Unit 118, Unit 119, Unit 400, Unit 404, and Unit 401 of the Condominium and desires to subdivide and join such Units in accordance with the provisions of Section 4 of the Master Deed and the assignment of the rights so to subdivide and join as given by the Sponsor to the Declarant in the Deed; and

WHEREAS, the subdivision and joining of said Units LL-2, 101, 118, 119, 400, 404 and 401 shall not affect the Undivided Interest or boundaries of any other Unit not owned by the Declarant and does not adversely affect the structural walls, supports and other structural aspects of the Building; and

WHEREAS, Unit LL-2 prior to the subdivision effected hereby was as shown on a plan on Sheet No. A1.G, entitled "Physicians' Medical Office Building at Mercy Hospital, Owner, The Mercy Hospital, Springfield, Massachusetts, Ground Level Floor Plan", dated 07/25/88, by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 259, Page 67; and

WHEREAS, Unit LL-2 as herein subdivided into new Units LL-2 and LL-3 by the Declarant are both shown on a plan on Sheet No. A1.G entitled "Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Ground Level Floor Plan, Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County

Registry of Deeds in Book of Plans 265, Page 76, (hereinafter called "the Revised Ground Level Floor Plan"); and

WHEREAS, Unit 119 prior to the subdivision and joining effected hereby was as shown on a plan on Sheet No. A1.1, entitled "Physicians' Medical Office Building at Mercy Hospital, Owner, The Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan", dated 07/25/88, by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 259, Page 68; and

WHEREAS, Unit 119 as herein expanded by the Declarant into new Unit 119 by virtue of the subdivision of Unit 101 and joining with Unit 119, as hereinafter described, are both shown on a plan on Sheet No. A1.1 entitled "Physicians Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan, Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 77, (hereinafter called "the Revised Level 1 Floor Plan"); and

WHEREAS, Unit 101 prior to the subdivision effected hereby was as shown on a plan on Sheet No. A1.1, entitled "Physicians' Medical Office Building at Mercy Hospital, Owner, The Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan", dated 07/25/88, by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 259, Page 68; and

WHEREAS, Unit 101 as herein subdivided by the Declarant into new Units 101 and 135 and expanded Unit 119 are all shown on a plan on Sheet No. A1.1 entitled "Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan, Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 77, (hereinafter called "the Revised Level 1 Floor Plan"); and

WHEREAS, Unit 118 prior to the subdivision effected hereby was as shown on a plan on Sheet No. A1.1, entitled "Physicians' Medical Office Building at Mercy Hospital, Owner, The Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan", dated 07/25/88, by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 259, Page 68; and

WHEREAS, Unit 118 as herein subdivided into new Units 118 and 126A by the Declarant are both shown on a plan on Sheet No. A1.1 entitled "Physicians Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan, Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 77, (hereinafter called "the Revised Level 1 Floor Plan"); and

WHEREAS, Units 400 and 404 prior to the subdivision and joining effected hereby were as shown on a plan on Sheet No. A1.4 entitled "Physicians' Medical Office Building at Mercy Hospital, Owner, The Mercy Hospital, Springfield, Massachusetts, Level 4 Floor Plan Condominium Layout", dated 07/25/88, by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 259, Page 71; and

WHEREAS, Units 400 and 404 as herein subdivided and joined into new Units 400 and 404 by the Declarant are both shown on a plan on Sheet No. A1.4 entitled "Physicians Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 4 Floor Plan Condominium Layout Revised dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 80, (hereinafter called "the Revised Level 4 Floor Plan"); and

WHEREAS, Unit 401 prior to the subdivision effected hereby was as shown on a plan on Sheet No. A1.4 entitled "Physicians' Medical Office Building at Mercy Hospital, Owner, The Mercy Hospital, Springfield, Massachusetts, Level 4 Floor Plan Condominium Layout", dated 07/25/88, by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 259, Page 71; and

WHEREAS, Unit 401 as herein subdivided into new Units 401 and 419A by the Declarant are shown on a plan on Sheet No. A1.4 entitled "Physicians Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 4, Floor Plan Condominium Layout Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 80, (hereinafter called "the Revised Level 4 Floor Plan").

NOW THEREFORE, pursuant to and in compliance with Section 4 of The Master Deed and pursuant to G.L.C. 183A §8(h) which indicates that the method by which a master deed may be amended shall be stated in The Master Deed, the Declarant hereby amends The Master Deed as follows:

1. The Declarant, being the owner of Unit LL-2 in the Condominium hereby subdivides Units LL-2 of The Condominium into new Units LL-2 and LL-3 as shown on the Revised Ground Level Floor Plan recorded in Book of Plans 265, Page 76, in the Hampden County Registry of Deeds, said Revised Ground Level Floor Plan showing the layout, location, Unit numbers, dimensions and approximate area of the Units, stating the name of the Building, "PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL" and bearing the verified statement of a registered architect certifying that said Revised Ground Level Floor Plan fully and accurately depicts the layout, location, Unit Numbers, and dimensions of the Ground Level Units in existence on April 14, 1989.

2. Exhibit B, Schedule B of The Master Deed is hereby amended for Unit LL-2 and adding new Unit LL-3 to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
LL-2	Ground Floor	1	4,824	Corridor Tunnel Passage	.0501
LL-3	Ground Floor	1	6,307	Corridor Tunnel Passage	.0655

3. The Declarant, being the owner of Unit 101 in The Condominium hereby subdivides Unit 101 of The Condominium and joins part of Unit 101 with Unit 119 creating an expanded Unit 119 and further creates new Units 101 and 135 all as shown on the Revised Level 1 Floor Plan recorded in Book of Plans 265, Page 77, in the Hampden County Registry of Deeds, said Revised Level 1 Floor Plan showing the layout, location, Unit numbers, dimensions and approximate area of the Units, stating the name of the Building, "PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL" and bearing the verified statement of a registered architect certifying that said Revised Ground Level Floor Plan fully and accurately depicts the layout, location, Unit Numbers, and dimensions of the Level 1 Units in existence on April 14, 1989.

4. Exhibit B, Schedule B of The Master Deed is hereby amended for Unit 101 and Unit 119 and adding new Unit 135 to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
101	First Floor	1	7,395	Corridor, Atrium	.0769
119	First Floor	13	2,282	Corridor	.0237
135	First Floor	1	1,457	Corridor	.0151

5. The Declarant, being the owner of Unit 118 in The Condominium hereby subdivides Unit 118 of The Condominium into new Units 118 and 126A as shown on the Revised Level 1 Floor Plan recorded in Book of Plans 265, Page 77, in the Hampden County Registry of Deeds, said Revised Level 1 Floor Plan showing the layout, location, Unit numbers, dimensions and approximate area of the Units, stating the name of the Building, "PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL" and bearing the verified statement of a registered architect certifying that said Revised Level 1 Floor Plan fully and accurately depicts the layout, location, Unit Numbers and dimensions of the Level 1 Units in existence on April 14, 1989.

6. Exhibit B, Schedule B of The Master Deed is hereby amended for Unit 118 and adding new Unit 126A to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
118	First Floor	5	920	Corridor, Lobby	.0095
126A	First Floor	1	691	Corridor, Lobby	.0072

7. The Declarant, being the owner of Units 400 and 404 in the Condominium hereby subdivides and joins Units 400 and 404 of the Condominium into new Units 400 and 404 as shown on the Revised Level 4 Floor Plan recorded in Book of Plans 265, Page 80, in the Hampden County Registry of Deeds, said Revised Level 4 Floor Plan showing the layout, location, Unit numbers, dimensions and approximate area of the Units, stating the name of the Building, "PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL" and bearing the verified statement of a registered architect certifying that said Revised Level 4 Floor Plan fully and accurately depicts the layout, location, Unit Numbers, and dimensions of the Level 4 Units in existence on April 14, 1989.

8. Exhibit B, Schedule B of The Master Deed is hereby amended for Units 400 and 404 to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
400	Fourth Floor	17	2,657	Corridor	.0276
404	Fourth	1	1,195	Corridor	.0124

9. The Declarant, being the owner of Unit 401 in the Condominium hereby subdivides Units 401 into new Units 419A and 401 as shown on the Revised Level 4 Floor Plan recorded in Book of Plans 265, Page 80, in the Hampden County Registry of Deeds, said Revised Level 4 Floor Plan showing the layout, location, Unit numbers, dimensions and approximate area of the Units, stating the name of the Building, "PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL" and bearing the verified statement of a registered architect certifying that said Revised Level 4 Floor Plan fully and accurately depicts the layout, location, Unit Numbers, and dimensions of the Level 4 Units in existence on April 14, 1989.

10. Exhibit B, Schedule B of The Master Deed is hereby amended for Unit 401 and adding new Unit 419A to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
401	Fourth Floor	1	3,069	Corridor	.0319
419A	Fourth Floor	1	669	Corridor	.0069

11. Because of the creation of new Units LL-3, 135, 126A and 419A, The Master Deed is amended to reflect that there are forty-three (43) office or commercial units (The "Units") in the Condominium.

12. The Declarant certifies that subdivision and joining of Units affected herein in no way affects the Individual Interest or boundaries of any other Unit not owned by the Declarant.

13. The Declarant certifies that in the subdivision and the joining of adjacent Units hereunder that the structural walls, supports and other structural aspects of the Building are not adversely affected.

14. In accordance with Section 4 of The Master Deed, the Declarant restates the Undivided Interest of the other Units of the Condominium and the subdivided and joined interest of Units LL-2, LL-3, 101, 135, 119, 118, 126A, 400, 401, 404 and 419A by hereby amending Exhibit B, Schedule B of The Master Deed and substituting Exhibit B, Schedule B, as attached hereto.

15. Except as modified by this Amendment, all of the terms and provisions of The Master Deed are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the Condominium Units affected and created hereby.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 10th day of May, 1989.

SYSTEM REAL ESTATE
DEVELOPMENT CORPORATION

By: Sr. M. Catherine Laboure
Sr. M. Catherine Laboure
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

May 10, 1989

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



Theodore C. Brown

Notary Public

My Commission Expires: 11/12/93

APPROVAL AND CONSENT

THE MERCY HOSPITAL, being the Sponsor of the Master Deed recorded in Book 6935, Page 389 in the Hampden County Registry of Deeds hereby consents to and approves of the First Amendment to The Master Deed as set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this consent and approval to the First Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 10th day of May, 1989.

THE MERCY HOSPITAL

By: Sister Mary Caritas
Sr. Mary Caritas
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

May 10, 1989

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


Theodore C. Brown
Theodore C. Brown
Notary Public
My Commission Expires: 11/12/93

APPROVAL AND CONSENT

BAYBANK VALLEY TRUST COMPANY, the holder of a Mortgage and Security Agreement dated June 18, 1987 and recorded in Hampden County Registry of Deed in Book 6528, Page 319, a Collateral Assignment of Leases and Rents dated June 18, 1987 and recorded in said Registry of Deeds in Book 6528, Page 344, and a UCC Financing statement dated June 18, 1987 and recorded in said Registry of Deeds in Book 6528, Page 355 on Units LL-2, 101, 118, 119, 400, 404 and 401 of The Condominium hereby consents to and approves of the First Amendment to The Master Deed as set forth herein.

IN WITNESS WHEREOF, BAYBANK VALLEY TRUST COMPANY has caused this consent and approval to this First Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 10th day of May, 1989.

BAYBANK VALLEY TRUST COMPANY

By: 
Robert E. Bennett
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

May 10, 1989

Then personally appeared Robert E. Bennett, Senior Vice President of BAYBANK VALLEY TRUST COMPANY and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BAYBANK VALLEY TRUST COMPANY before me



Theodore C. Brown
Notary Public
My Commission Expires: 11/12/93

EXHIBIT B

Schedule of Units (as amended and restated)

SCHEDULE B

Mercy Hospital
Schedule of Units, Proportionate Interests, etc.

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
LL1	Ground Floor	1	9,280	Corridor, Tunnel Passage	.0964
LL2	Ground Floor	1	4,824	Corridor, Tunnel Passage	.0501 (amended)
LL3	Ground Floor	1	6,307	Corridor, Tunnel Passage	.0655 amended)
101	First Floor	1	7,395	Corridor, Atrium	.0769 (amended)
118	First Floor	5	920	Corridor, Lobby	.0095 (amended)
119	First Floor	13	2,282	Corridor	.0237 (amended)
126	First Floor	7	1,150	Corridor	.0119
126A	First Floor	1	691	Corridor, Lobby	.0072 (amended)
134	First Floor	1	1,063	Corridor	.0110
135	First Floor	1	1,457	Corridor	.0151 (amended)
200	Second Floor	1	461	Atrium Corridor	.0048

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
201	Second Floor	24	4,860	Corridor, Atrium Corridor	.0505
209	Second Floor	1	2,057	Atrium Corridor	.0214
210	Second Floor	9	1,566	Atrium Corridor	.0163
215	Second Floor	16	2,600	Corridor	.0270
218	Second Floor	1	2,222	Corridor	.0231
222	Second Floor	1	1,087	Corridor	.0113
223	Second Floor	1	1,301	Corridor	.0135
226	Second Floor	8	1,090	Corridor	.0113
230	Second Floor	8	1,090	Corridor	.0113
234	Second Floor	7	1,108	Corridor	.0115
300	Third Floor	1	465	Atrium Corridor	.0048
301	Third Floor	16	2,570	Atrium Corridor, Corridor	.0267
305	Third Floor	18	3,957	Atrium Corridor	.0411
310	Third Floor	1	2,760	Atrium Corridor	.0287
315	Third Floor	1	1,685	Corridor	.0175

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
318	Third Floor	8	2,105	Corridor	.0219
319	Third Floor	9	1,300	Corridor	.0135
322	Third Floor	7	1,091	Corridor	.0113
323	Third Floor	10	1,300	Corridor	.0135
330	Third Floor	16	2,198	Corridor	.0228
400	Fourth Floor	17	2,657	Corridor	.0276 (amended)
401	Fourth Floor	1	3,069	Corridor	.0319 (amended)
404	Fourth Floor	1	1,195	Corridor	.0124 (amended)
409	Fourth Floor	20	2,967	Corridor	.0308
410	Fourth Floor	16	2,679	Corridor	.0278
418	Fourth Floor	7	774	Corridor	.0080
419	Fourth Floor	21	3,388	Corridor	.0352
419A	Fourth Floor	1	669	Corridor	.0069 (amended)
422	Fourth Floor	7	783	Corridor	.0081
426	Fourth Floor	9	1,246	Corridor	.0129

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
430	Fourth Floor	1	1,523	Corridor	.0158
434	Fourth Floor	6	<u>1,107</u>	Corridor	<u>.0115</u>
			96,299		1.0000

1757/TCBLIB

PHYSICIANS MEDICAL OFFICE BUILDING
 AT MERCY HOSPITAL,
 SPRINGFIELD, MASSACHUSETTS

SECOND AMENDMENT
TO MASTER DEED

THIS SECOND AMENDMENT TO THE MASTER DEED is made
 this 29th day of January, 1990, by SYSTEM REAL ESTATE
 DEVELOPMENT CORPORATION, a Massachusetts corporation, having a
 principal place of business at 209 Carew Street, Springfield,
 Massachusetts (hereinafter called "the Declarant").

WITNESS THAT

WHEREAS, THE MERCY HOSPITAL, a corporation duly
 organized under the laws of the Commonwealth of Massachusetts
 (hereinafter called "the Sponsor") executed and recorded
 certain Condominium instruments which established PHYSICIANS'
 MEDICAL OFFICE BUILDING AT MERCY HOSPITAL (hereinafter called
 "The Condominium") as a Condominium under Chapter 183A of the
 General Laws of the Commonwealth of Massachusetts including the
 Master Deed which was recorded in Book 6935, Page 389 in the
 Hampden County Registry of Deeds (hereinafter called "The
 Master Deed");

WHEREAS, The Master Deed was amended by a First
 Amendment to Master Deed which was executed on May 10, 1989 by
 the Declarant and approved by the Sponsor and BAYBANK VALLEY
 TRUST COMPANY, as the holder of a Mortgage and Security
 Agreement on the Units affected by said First Amendment to

Please margin refer e to Book 6935, Page 389
 and also to Book 7170, Page I

Master Deed, which First Amendment to Master Deed was recorded in the Hampden County Registry of Deeds on May 17, 1989 as Document Number 26966 in said Registry of Deeds (hereinafter called "the First Amendment to Master Deed"); and

WHEREAS, pursuant to Section 4 of the Master Deed, the Declarant in the First Amendment to Master Deed subdivided and joined Units LL-2, 101, 118, 119, 400, 404 and 401 of the Condominium into new units LL2, LL3, 119, 135, 101, 118, 126A, 400, 404, 401 and 419A, all as specifically set forth in the First Amendment to Master Deed, said units as so subdivided and joined being described in the following plans: a plan on Sheet No. A1.G entitled "Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Ground Level Floor Plan, Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 76, which plan described new Units LL-2 and LL-3 as shown on said plan; a plan on Sheet No. A1.1 entitled "Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 1 Floor Plan, Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 77, which plan described new Units 119, 135, 101, 118 and 126A as shown on said plan; and a plan on Sheet No. A1.4 entitled "Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts,

Level 4 Floor Plan, Condominium Layout Revised" dated 04/14/89 by Russell, Gibson von Dohlen, Inc. Architects which plan was recorded in Hampden County Registry of Deeds in Book of Plans 265, Page 80, which plan described new Units 400, 404, 401 and 419A as shown on said plan; and

WHEREAS, said plans accurately describe the new units as subdivided and joined as shown on said plans, but, by error, in the said plan on Sheet No. A1.4 entitled "Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 4 Floor Plan, Condominium Layout Revised" dated 04/14/89 as so recorded in Book 265, Page 80, in said Registry of Deeds, the wrong dimensional numbers were inserted for Unit 419A, and, also, by consequent error, the approximate square footage and the proportionate interest of Units 401 and 419A which are both owned by the Declarant were incorrectly stated in Paragraph 10 of the First Amendment to Master Deed and in "Exhibit B, Schedule of Units (as amended and restated) Schedule B, Schedule of Units, Proportionate Interests, etc." as attached to the First Amendment to Master Deed; and

WHEREAS, the said scrivener's dimensional error in the said plan for Level 4 as so recorded has been corrected in a revised Plan entitled Physicians' Medical Office Building at Mercy Hospital, Springfield, Massachusetts, Level 4 Floor Plan Condominium Layout Revised, Sheet No. A1.4 dated 5/30/89 by Russell, Gibson von Dohlen, Inc. Architects, which plan has been recorded in Hampden County Registry of Deeds in Book of Plans Page 269, Page 83, and

WHEREAS, pursuant to Section 4 of the Master Deed and as part of the subdivision and joining set forth in the First Amendment to Master Deed, the Declarant, by this Second Amendment to Master Deed wishes to correct said error in the description of the square footage and proportionate interests for Units 401 and 419A as they were set forth in the First Amendment to Master Deed,

NOW THEREFORE, pursuant to and in compliance with Section 4 of The Master Deed and pursuant to G.L. c. 183A §8(h) which indicates that the method by which a Master Deed may be amended shall be stated in The Master Deed, the Declarant amends the Master Deed as follows:

1. Paragraph 10, as it appears in the First Amendment to Master Deed is amended as follows:

Exhibit B, Schedule B of The Master Deed is hereby amended for Units 401 and 419A to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
401	Fourth Floor	1	3,255	Corridor	.0338
419A	Fourth Floor	1	483	Corridor	.0050

2. The Declarant certifies that this Second Amendment to Master Deed in no way affects the Individual Interest or boundaries of any other Unit not owned by the Declarant.

3. In accordance with Section 4 of The Master Deed, the Declarant restates the Undivided Interest of the other Units of the Condominium and the amended interests of Units 401 and 419A by hereby amending and restating Exhibit B, Schedule B of The Master Deed and substituting Exhibit B, Schedule B, as attached hereto.

4. Except as modified by this Amendment, all of the terms and provisions of The Master Deed are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the Condominium Units affected and created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 29th day of January, 1990.

SYSTEM REAL ESTATE
DEVELOPMENT CORPORATION

By: Richard Hayden
Mr. Richard Hayden
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

January 29, 1990

Then personally appeared Mr. Richard Hayden, President of System Real Estate Development Corporation and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of System Real Estate Development Corporation before me

Theodore C. Brown
Theodore C. Brown
Notary Public
My Commission Expires: 11/12/93

APPROVAL AND CONSENT

THE MERCY HOSPITAL, being the Sponsor of the Master Deed recorded in Book 6935, Page 389 in the Hampden County Registry of Deeds hereby consents to and approves of the Second Amendment to The Master Deed as set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this consent and approval to the Second Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 29^m day of January, 1990.

THE MERCY HOSPITAL

By: Sister Mary Caritas
Sr. Mary Caritas
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

January 29, 1990

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

Theodore C. Brown
Theodore C. Brown
Notary Public

My Commission Expires: 11/12/93



APPROVAL AND CONSENT

BAYBANK VALLEY TRUST COMPANY, the holder of a Mortgage and Security Agreement dated June 18, 1987 and recorded in Hampden County Registry of Deed in Book 6528, Page 319, a Collateral Assignment of Leases and Rents dated June 18, 1987 and recorded in said Registry of Deeds in Book 6528, Page 344, and a UCC Financing statement dated June 18, 1987 and recorded in said Registry of Deeds in Book 6528, Page 355 on Units 401 and 419A of The Condominium hereby consents to and approves of the Second Amendment to The Master Deed as set forth herein.

IN WITNESS WHEREOF, BAYBANK VALLEY TRUST COMPANY has caused this consent and approval to this Second Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 29th day of January, 1990.

BAYBANK VALLEY TRUST COMPANY

By: 

Robert E. Bennett
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

January 29, 1990

Then personally appeared Robert E. Bennett, Senior Vice President of BAYBANK VALLEY TRUST COMPANY and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of BAYBANK VALLEY TRUST COMPANY before me

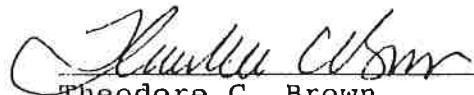

Theodore C. Brown
Notary Public
My Commission Expires: 11/12/93



EXHIBIT B

Schedule of Units (as amended and restated)

SCHEDULE BMercy Hospital
Schedule of Units, Proportionate Interests, etc.

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
LL1	Ground Floor	1	9,280	Corridor, Tunnel Passage	.0964
LL2	Ground Floor	1	4,824	Corridor, Tunnel Passage	.0501
LL3	Ground Floor	1	6,307	Corridor, Tunnel Passage	.0655
101	First Floor	1	7,395	Corridor, Atrium	.0769
118	First Floor	5	920	Corridor, Lobby	.0095
119	First Floor	13	2,282	Corridor	.0237
126	First Floor	7	1,150	Corridor	.0119
126A	First Floor	1	691	Corridor, Lobby	.0072
134	First Floor	1	1,063	Corridor	.0110
135	First Floor	1	1,457	Corridor	.0151
200	Second Floor	1	461	Atrium Corridor	.0048

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
201	Second Floor	24	4,860	Corridor, Atrium Corridor	.0505
209	Second Floor	1	2,057	Atrium Corridor	.0214
210	Second Floor	9	1,566	Atrium Corridor	.0163
215	Second Floor	16	2,600	Corridor	.0270
218	Second Floor	1	2,222	Corridor	.0231
222	Second Floor	1	1,087	Corridor	.0113
223	Second Floor	1	1,301	Corridor	.0135
226	Second Floor	8	1,090	Corridor	.0113
230	Second Floor	8	1,090	Corridor	.0113
234	Second Floor	7	1,108	Corridor	.0115
300	Third Floor	1	465	Atrium Corridor	.0048
301	Third Floor	16	2,570	Atrium Corridor, Corridor	.0267
305	Third Floor	18	3,957	Atrium Corridor	.0411
310	Third Floor	1	2,760	Atrium Corridor	.0287
315	Third Floor	1	1,685	Corridor	.0175

Unit No.	Location	No. of Rms.	Approx. Sq. Ft.	Immediately Accessible Common Area	Proportionate Interest
318	Third Floor	8	2,105	Corridor	.0219
319	Third Floor	9	1,300	Corridor	.0135
322	Third Floor	7	1,091	Corridor	.0113
323	Third Floor	10	1,300	Corridor	.0135
330	Third Floor	16	2,198	Corridor	.0228
400	Fourth Floor	17	2,657	Corridor	.0276
401	Fourth Floor	1	3,255	Corridor	.0338 (amended)
404	Fourth Floor	1	1,195	Corridor	.0124
409	Fourth Floor	20	2,967	Corridor	.0308
410	Fourth Floor	16	2,679	Corridor	.0278
418	Fourth Floor	7	774	Corridor	.0080
419	Fourth Floor	21	3,388	Corridor	.0352
419A	Fourth Floor	1	483	Corridor	.0050 (amended)
422	Fourth Floor	7	783	Corridor	.0081
426	Fourth Floor	9	1,246	Corridor	.0129

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
430	Fourth Floor	1	1,523	Corridor	.0158
434	Fourth Floor	6	1,107	Corridor	.0115
			96,299		1.0000

2080/TCBLIB

RECEIVED

JAN 29 1990

AT 3:52 PM AND
REQ'D FROM THE ORIGINAL

PHYSICIANS' MEDICAL OFFICE BUILDING
AT MERCY HOSPITAL,
SPRINGFIELD, MASSACHUSETTS

THIRD AMENDMENT
TO MASTER DEED

THIS THIRD AMENDMENT TO THE MASTER DEED is made
this 23rd day of September, 1992, by SYSTEM COORDINATED SERVICES,
INC., formerly known as SYSTEM REAL ESTATE DEVELOPMENT
CORPORATION, the name of which was so amended in Restated
Articles of Organization approved by the Secretary of State's
office for the Commonwealth of Massachusetts on September 6,
1991, a Massachusetts corporation, having a principal place of
business at 146 Chestnut Street, Springfield, Massachusetts
(hereinafter called "the Declarant").

WITNESS THAT

WHEREAS, THE MERCY HOSPITAL, a corporation duly
organized under the laws of the Commonwealth of Massachusetts
(hereinafter called "the Sponsor") executed and recorded
certain Condominium instruments which established PHYSICIANS'
MEDICAL OFFICE BUILDING AT MERCY HOSPITAL (hereinafter called
"The Condominium") as a Condominium under Chapter 183A of the
General Laws of the Commonwealth of Massachusetts including the
Master Deed which was recorded in Book 6935, Page 389 in the
Hampden County Registry of Deeds; (hereinafter called "The
Master Deed");

WHEREAS, Section 4 of The Master Deed stated, in pertinent part, as follows:

"Notwithstanding any other provisions of this Master Deed, the Sponsor without approval of the Trustees, and without further authority, may from time to time divide any Unit owned by it into two or more Units, or (if the structural walls, supports and other structural aspects of the Building are not adversely affected) join any adjacent Units owned by it into one Unit, provided, however that in no event shall any such subdivision or joining affect the Undivided Interest or boundaries of any other Units. The Sponsor, in connection with any such subdivision or joining, may file, without the approval or authorization of the Trustees or any other Unit Owners, an amendment to this Master Deed setting forth the Undivided Interests of the Units or Unit created by any such subdivision or joining, and restating the Undivided Interest of the other Units of the Condominium. The boundaries of the Units created by such subdivision or joining shall be governed by the provisions of Section 5 of this Master Deed. In addition, the Sponsor may, if the structural walls, supports and other structural aspects of the Building are not adversely affected, change the interior partitioning of any such Unit owned by it, without the approval or authorization of the Trustees, and may file, without the approval or authorization of the Trustees or other Unit Owners, any necessary amendment to the Master Deed in connection with such change in Unit layout. The Sponsor may assign any of its rights under this paragraph in connection with the sale of any Unit owned by it, but no such rights shall pass to any future owner of any Unit unless specifically assigned by the Sponsor in the Unit Deed"; and

WHEREAS, by deed dated August 11, 1988 the Sponsor deeded all units in the Condominium to the Declarant which deed is recorded in Book 6935, Page 516 in the Hampden County

Registry of Deeds (hereinafter called "the Deed") and in the Deed the following was stated: "The Units are conveyed together with rights to subdivide and to change the interior partitioning of the Units as provided in Section 4 of the Master Deed."; and

WHEREAS, the Declarant owns Unit 401 of the Condominium and desires to subdivide Unit 401 in accordance with the provisions of Section 4 of the Master Deed and the assignment of the rights so to subdivide as given by the Sponsor to the Declarant in the Deed; and

WHEREAS, the subdivision of said Unit 401 shall not affect the Undivided Interest or boundaries of any other Unit not owned by the Declarant and does not adversely affect the structural walls, supports and other structural aspects of the Building; and

WHEREAS, Unit 401 prior to the subdivision effected hereby was as shown on a plan on Sheet No. A1.4, entitled "Physicians' Medical Office Building at Mercy Hospital, Level 4 Floor Plan Condominium Layout REVISED, dated 05/30/89, Russell, Gibson von Dohlen, Inc. Architects, which plan was recorded in the Hampden County Registry of Deeds in Book of Plans 269, Page 83; and

WHEREAS, Unit 401 as herein subdivided into new Units 401, 409A and 419B by the Declarant are shown on a plan entitled "LEVEL FOUR FLOOR PLAN, PHYSICIANS MEDICAL OFFICE BUILDING, OWNER: SYSTEM COORDINATED SERVICES, INC. MERCY

HOSPITAL, SPRINGFIELD, MASSACHUSETTS, by Architects, Inc., 78 Main Street, Northampton, Massachusetts 01060, dated 08/22/92, which plan was recorded in Hampden County Registry of Deeds in Book of Plans 282, Page 54, (hereinafter called "the Revised Level 4 Floor Plan");

NOW THEREFORE, pursuant to and in compliance with Section 4 of The Master Deed and pursuant to G.L.C. 183A §8(h) which indicates that the method by which a master deed may be amended shall be stated in The Master Deed, the Declarant hereby amends The Master Deed as follows:

1. The Declarant, being the owner of Unit 401 in The Condominium hereby subdivides Unit 401 of The Condominium into new Units 401, 409A and 419B all as shown on the Revised Level 4 Floor Plan by Architects, Inc. showing the layout, location, Unit numbers, dimensions and approximate area of the Units, stating the name of the Building, "PHYSICIANS MEDICAL OFFICE BUILDING, MERCY HOSPITAL" and bearing the verified statement of a registered architect certifying that said Revised Level 4 Floor Plan fully and accurately depicts the layout, location, Unit Numbers, and dimensions of the Level 4 Units in existence on August 22, 1992.

2. Exhibit B, Schedule B of The Master Deed is hereby amended for Unit 401 by adding new Units 401, 409A and 419B and deleting Unit 401 to read as follows:

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
401	Fourth Floor	1	1,865	Corridor	.0194
409A	Fourth Floor	1	849	Corridor	.0088
419B	Fourth Floor	1	541	Corridor	.0056

3. Because of the creation of new Units 401, 409A and 419B, The Master Deed is amended to reflect that there are forty-five (45) office or commercial units (The "Units") in the Condominium.

4. The Declarant certifies that the subdivision of Units affected herein in no way affects the Individual Interest or boundaries of any other Unit not owned by the Declarant.

5. The Declarant certifies that in the subdivision of adjacent Units hereunder that the structural walls, supports and other structural aspects of the Building are not adversely affected.

6. In accordance with Section 4 of The Master Deed, the Declarant restates the Undivided Interest of the other Units of the Condominium and the subdivided interests of Units 401, 409A and 419B by hereby amending Exhibit B, Schedule B of The Master Deed and substituting Exhibit B, Schedule B, as attached hereto.

7. Except as modified by this Amendment, all of the terms and provisions of The Master Deed are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the Condominium Units affected and created hereby.

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 23rd day of September, 1992.

SYSTEM COORDINATED SERVICES, INC.

By: Richard A. Hayden
Richard A. Hayden
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

September 23, 1992

Then personally appeared Richard A. Hayden, President of System Coordinated Services, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of System Coordinated Services, Inc. before me

John C. [Signature]

Notary Public
My Commission Expires: 6/15/94

APPROVAL AND CONSENT

THE MERCY HOSPITAL, being the Sponsor of the Master Deed recorded in Book 6935, Page 389 in the Hampden County Registry of Deeds hereby consents to and approves of the Third Amendment to The Master Deed as set forth herein.

IN WITNESS WHEREOF, the Sponsor has caused this consent and approval to the Third Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 15th day of Sept, 1992.

THE MERCY HOSPITAL,

By: Sister Mary Caritas
Sr. Mary Caritas
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden,

Sept 15, 1992

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

Eugene J. McCue

Notary Public
My Commission Expires: Nov 6, 1998

APPROVAL AND CONSENT

BAYBANK, formerly known as BAYBANK VALLEY TRUST COMPANY, the holder of a Mortgage and Security Agreement dated June 18, 1987 and recorded in Hampden County Registry of Deed in Book 6528, Page 319, a Collateral Assignment of Leases and Rents dated June 18, 1987 and recorded in said Registry of Deeds in Book 6528, Page 344, and a UCC Financing statement dated June 18, 1987 and recorded in said Registry of Deeds in Book 6528, Page 355 on Unit 401 of The Condominium hereby consents to and approves of the Third Amendment to The Master Deed as set forth herein.

IN WITNESS WHEREOF, BAYBANK has caused this consent and approval to this Third Amendment to The Master Deed of PHYSICIANS' MEDICAL OFFICE BUILDING AT MERCY HOSPITAL to be executed as an instrument under seal this 20th day of October, 1992.

BAYBANK

By: George A. Thomson
George A. Thomson
Its Assistant Vice President

Middlesex
~~Hampden,~~

COMMONWEALTH OF MASSACHUSETTS

October 20, 1992

Then personally appeared _____ of BAYBANK, formerly known as BAYBANK VALLEY TRUST COMPANY and acknowledged the foregoing instrument to be free act and deed and the free act and deed of BAYBANK, before me

Barbara J. [Signature]
Notary Public
My Commission Expires:

Notary Public
My Commission Expires: 10/31/94

EXHIBIT B

Schedule of Units (as amended and restated)

SCHEDULE B

Mercy Hospital

Schedule of Units, Proportionate Interests, etc.

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
LL1	Ground Floor	1	9,280	Corridor, Tunnel Passage	.0964
LL2	Ground Floor	1	4,824	Corridor, Tunnel Passage	.0501
LL3	Ground Floor	1	6,307	Corridor, Tunnel Passage	.0655
101	First Floor	1	7,395	Corridor, Atrium	.0769
118	First Floor	5	920	Corridor, Lobby	.0095
119	First Floor	13	2,282	Corridor	.0237
126	First Floor	7	1,150	Corridor	.0119
126A	First Floor	1	691	Corridor, Lobby	.0072
134	First Floor	1	1,063	Corridor	.0110
135	First Floor	1	1,457	Corridor	.0151
200	Second Floor	1	461	Atrium Corridor	.0048

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
201	Second Floor	24	4,860	Corridor, Atrium Corridor	.0505
209	Second Floor	1	2,057	Atrium Corridor	.0214
210	Second Floor	9	1,566	Atrium Corridor	.0163
215	Second Floor	16	2,600	Corridor	.0270
218	Second Floor	1	2,222	Corridor	.0231
222	Second Floor	1	1,087	Corridor	.0113
223	Second Floor	1	1,301	Corridor	.0135
226	Second Floor	8	1,090	Corridor	.0113
230	Second Floor	8	1,090	Corridor	.0113
234	Second Floor	7	1,108	Corridor	.0115
300	Third Floor	1	465	Atrium Corridor	.0048
301	Third Floor	16	2,570	Atrium Corridor, Corridor	.0267
305	Third Floor	18	3,957	Atrium Corridor	.0411
310	Third Floor	1	2,760	Atrium Corridor	.0287
315	Third Floor	1	1,685	Corridor	.0175

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
318	Third Floor	8	2,105	Corridor	.0219
319	Third Floor	9	1,300	Corridor	.0135
322	Third Floor	7	1,091	Corridor	.0113
323	Third Floor	10	1,300	Corridor	.0135
330	Third Floor	16	2,198	Corridor	.0228
400	Fourth Floor	17	2,657	Corridor	.0276
401	Fourth Floor	1	1,865	Corridor	.0194 (amended)
404	Fourth Floor	1	1,195	Corridor	.0124
409	Fourth Floor	20	2,967	Corridor	.0308
409A	Fourth Floor	1	849	Corridor	.0088 (amended)
410	Fourth Floor	16	2,679	Corridor	.0278
418	Fourth Floor	7	774	Corridor	.0080
419	Fourth Floor	21	3,388	Corridor	.0352
419A	Fourth Floor	1	483	Corridor	.0050

<u>Unit No.</u>	<u>Location</u>	<u>No. of Rms.</u>	<u>Approx. Sq. Ft.</u>	<u>Immediately Accessible Common Area</u>	<u>Proportionate Interest</u>
419B	Fourth Floor	1	541	Corridor	.0056 (amended)
422	Fourth Floor	7	783	Corridor	.0081
426	Fourth Floor	9	1,246	Corridor	.0129
430	Fourth Floor	1	1,523	Corridor	.0158
434	Fourth Floor	6	<u>1,107</u>	Corridor	<u>.0115</u>
			96,299		1.0000

3504/TCBLIB

UNIT DEED

PHYSICIANS' MEDICAL OFFICE BUILDING AT THE MERCY HOSPITAL
SPRINGFIELD, MASSACHUSETTS

UNIT DEED AND ASSIGNMENT
OF LEASEHOLD INTEREST

System Real Estate Development Corporation, a Massachusetts corporation, having a principal place of business at 209 Carew Street, Springfield, Massachusetts 01102 (the "Grantor"), for consideration of _____ Dollars (\$_____) paid, grants to _____

_____, of _____ Massachusetts
and _____, of _____
Massachusetts and _____, of _____

_____ Massachusetts with quitclaim covenants, the condominium unit (the "Unit") known as Unit Number _____ in the Physicians' Medical Office Building at The Mercy Hospital (the "Condominium"), located in the building (the "Building") located on the campus of The Mercy Hospital at 299 Carew Street, Springfield, Massachusetts. The Condominium is established pursuant to Chapter 183A of the General Laws of the Commonwealth of Massachusetts ("Chapter 183A") by Master Deed (the "Master Deed") dated August 11, 1988, recorded on August 16, 1988 with the Hampden County Registry of Deeds as Book 6935, Page 389.

Grantor hereby simultaneously assigns to Grantee an undivided _____ percent (____%) interest in the leasehold interest (the "Leasehold") created by that certain Amended and Restated Ground Lease (the "Master Lease") dated as of August 11, 1988 and recorded on August 16, 1988 by and between The Mercy Hospital, as Lessor, and Grantor, as Lessee, recorded with the Hampden County Registry of Deeds as Book 6935, Page 455.

The Unit is shown on the floor plans (the "Floor Plans") of the Building attached to the Master Deed and on the copy of a portion of the Floor Plans attached hereto and made a part hereof, to which is affixed the verified statement of a registered architect in the form required by Section 9 of Chapter 183A.

The Declaration of Trust of Physicians' Medical Office Building Condominium Trust (the "Declaration of Trust") is recorded with the Master Deed.

The Unit is to be used only for purposes permitted by Section 7 of the Master Deed and Article 5 of the Master Lease, and is subject to further use restrictions contained or referred to in the Master Deed, the Master Lease and the Declaration of Trust, all as may be amended from time to time pursuant to the provisions thereof. The use restrictions contained in the Master Lease include, but are not limited to, the prohibition of all medical and other treatment which contravenes the Ethical and Religious Directives for Catholic Health Care Facilities, as such 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.

1. The foregoing interests in the Unit are conveyed, sold and assigned together with and subject to:

(a) an undivided _____ percent (___%) interest in the common areas and facilities of the Condominium attributable to the Unit, as described in the Master Deed;

(b) rights, easements, restrictions and agreements described in Sections 7, 8, 9, 10, 11, 12, 16 and 17 of the Master Deed, as such may from time to time be amended pursuant to the provisions thereof;

(c) all other rights, easements, restrictions, agreements, interests and provisions contained in the Master Deed, the Declaration of Trust, and the Master Lease, as such may from time to time be amended pursuant to the provisions thereof;

(d) the provisions of Chapter 183A, as it may from time to time be amended;

(e) the matters, if any, affecting title to the Condominium as described in Exhibit A to the Master Deed; and

(f) real estate taxes assessed against the Condominium which are not yet due and payable.

2. The undivided interest in Leasehold is conveyed, sold and assigned subject to and together with:

(a) the easements, rights, privileges, provisions and terms of the Master Lease, as such may from time to time be amended pursuant to the provisions thereof;

(b) the matters affecting title to the land defined as Permitted Exceptions under the Master Lease.

A conveyance or mortgage of all or any part of the interests in the Unit conveyed herein shall operate to assign all or the appropriate part of the interests in the Leasehold assigned herein even if no instrument of assignment is executed with respect to the Leasehold. Grantee shall not otherwise assign the interest in the Leasehold assigned herein.

Except as otherwise specifically provided herein, all rights, easements, agreements, restrictions, provisions and interests recited or described above shall constitute covenants running with the land and shall inure to the benefit of or bind, as the case may be, any person having at anytime any interest or estate in the Unit or the Leasehold, his agents, employees, licensees, visitors, and lessees, as though the same were fully set forth herein.

EXECUTED as a sealed instrument on this _____ day of _____, 1988.

SYSTEM REAL ESTATE DEVELOPMENT CORPORATION

By: _____
Sr. M. Catherine Laboure
Its President

COMMONWEALTH OF MASSACHUSETTS

Hampden County, ss. _____, 198

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

Notary Public

My Commission Expires: _____