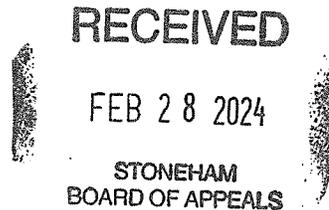


NEW ENGLAND MEMORIAL HOSPITAL MEDICAL CONDOMINIUM

c/o Crowninshield Management Corp.
9 Atlantic Avenue
Marblehead, MA 01945

February 20, 2024



Board of Appeals
Town of Stoneham
35 Central Street
Stoneham, MA 02180

RE: 5 Woodland Road, Map 27, Parcel 3, Map 27 Parcel 3CM and Map 27, Parcel 6, Stoneham, MA 02180 [Comp Permit Application 20231214]

Board of Appeals,

The undersigned are Directors of the association of the New England Memorial Hospital Medical Condominium (“Association”) located at 3 Woodland Road, Stoneham, Massachusetts (the “Condominium”) and the Condominium (and all units therein) is a direct abutter to the locus of the proposed development known as "The Residences at Spot Pond", 5 Woodland Road, Stoneham, Massachusetts (“Spot Pond”) by Fellsway Development LLC c/o The Gutierrez Company of 200 Summit Drive, Suite 400, Burlington, Massachusetts (“Developer “ or Fellsway”).

Although the Condominium Association is fully supportive of the affordable housing, and related, needs of Stoneham, and also conceptually the proposed Spot Pond development, there are several important issues that the Condominium Association wanted to bring to the attention of the Board.

The Condominium was created by the New England Sanitarium & Benevolent Association (the “Hospital”) and Medteam Management Services, Inc. in 1989. New England Sanitarium & Benevolent Association (which had earlier changed its name to Boston Regional Medical Center, Inc. was dissolved in Bankruptcy in or about 1999 and in connection with the bankruptcy the real estate owned by the Hospital and connected with the Condominium was conveyed out from dissolved Hospital to an entity affiliated with the Condominium.

Following the Bankruptcy and closing of Hospital many aspects of the Condominium Document requirements and limitations were no longer of relevant or even achievable. Although

it seemed theoretically possible that the former site of the Hospital could once again become a hospital, or other significant medical related facility, such will clearly no longer be possible upon the proposed Spot Pond residential development. Thus, Not only is the repurposing of the prior hospital land needed by the Developer, but equally, and long overdue is the need for the Condominium to update and evolve beyond its "Hospital created restrictions and limitations".

Not only does the Condominium land directly abut the 40B development area but both the Condominium land and Developer's land were historically a part of the overall Hospital land conveyed out in connection with the Hospital Bankruptcy. In fact, one of the old hospital (now vacant) buildings on the 40B site is actually still physically connected to one of the Condominium Buildings (the Medical Arts Building). The Condominium building presently attached to the vacant Hospital structure is directly impacted by the construction and related development activities. Also, in addition to the physical connection of the building, there is a significant relationship between the Developer and the Condominium, as Fellsway is currently the owner of a number of Units in the Condominium and holds in excess of 25% of the Condominium beneficial interest. Because of this percentage ownership no updating or amendments to the Condominium Documents are possible without the involvement and cooperation of the Developer.

As provided for in the Covenant and Agreement dated December 2007 (by the Association and Fellsway) recorded with the Registry of Deed in Book 60603, Page 141 ("the Covenant"), the Developer is obligated to undertake the proper disconnection and removal of the hospital building and related utility connections from the Condominium and also related construction and other activities. The recorded Covenant is attached hereto as EXHIBIT A, but in general Developer's remaining obligation are as follows:

1. The Separation of medical Arts building from the vacant (to be demolished) hospital building, including the proper capping and removal of all unneeded and associated piping, wiring and other connections, whether within the medical arts building connecting hallway and/or hospital related mechanical room as well as "decommissioning and filling" of the existing underground tunnel.
2. The existing easements covering the shared utilities need to be mutually modified by the parties to extinguish easements no longer need and/or add easements as will be needed for the respective parties use and maintenance of the new/separate utilities.
3. Completion of required screening and buffer areas
4. Establish a Construction Committee to monitor the elements of the demolition and construction affecting the Association property and rights.

In addition to such explicit construction related obligations, as set forth in greater detail in the Covenant, it is equally important to the Condominium that the Developer cooperate and coordinate with the other Unit Owners of the Condominium in updating and amending the Condominium Documents.

For that reason, the Condominium request that the Board of Appeals (and its consultants) as part of the 40 B approval and Peer Review Process, take into account as an integral concern:

1. The overall impact of the Spot Pond development and construction activity on the directly abutting Condominium.

2. The maintenance of the existing Condominium easements (such as parking, access and egress rights) over portions of the development land.
3. The proper implementation and completion of the Hospital and Condominium building and utility separations; inclusive of the needed decommission and filling the existing tunnel.
4. The needed involvement and cooperation approval of Fellsway (or related entity) as a Condominium Unit Owner in updating the Condominium Documents consistent with the needs of all the Units owners.
5. Providing Security to protect interest of Condominium throughout construction.
6. Providing for rodent extermination and management in connection with the Demolition of the buildings on the 40B site and the overall development construction.

The Association acknowledges and is greatly appreciative of the continuing participation of the Zoning Board over the years in regard to the Hospital site repurposing and development and, within the context of this new development and the concerns herein expressed, look forward to both the new development and the Condominium providing in higher levels of support for the area and Stoneham in general.

England Memorial Hospital Medical
Condominium Association

Robert G. Alexander, M.D.



Peter Paicos, DPM

Anil Kumar, M.D.

Robert Commito, M.D.

Mitchell Zager, M.D.

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The Association acknowledges and is greatly appreciative of the continuing participation of the Zoning Board over the years in regard to the Hospital site repurposing and development and, within the context of this new development and the concerns herein expressed, look forward to both the new development and the Condominium providing in higher levels of support for the area and Stoneham in general.

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EXHIBIT A
COVENANT AND AGREEMENT
TO MAKE IMPROVEMENTS TO REAL PROPERTY

(recorded 12-21-2007 at Book 60603, Page 141)

OB-24



2007 00225578

Bk: 50503 Pg: 141 Doc: COV
Page: 1 of 24 12/21/2007 01:32 PM

Prop Address: 3-5 Woodland Rd., Stoneham

**COVENANT AND AGREEMENT
TO MAKE IMPROVEMENTS TO REAL PROPERTY**

This Covenant and Agreement to Make Improvements to Real Property (hereinafter the "Agreement" or "Covenant") is entered into as of this *20th* day of December, 2007, by and among the Board of Directors (the "Board") of the New England Memorial Medical Hospital Condominium Association (the "Condominium Association" or "Association") and NEM Condominium, LLC, ("NEM"), each having an address of 3-5 Woodland Road, Stoneham, MA, and Fellsway Development LLC ("Fellsway"), having an address of One Wall Street, Burlington, MA. The parties to this Settlement Agreement are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the members of the Board are the duly elected and/or appointed Directors of the Condominium Association, the organization of unit owners of the New England Memorial Hospital Medical Condominium, a commercial leasehold condominium located at 3-5 Woodland Road, Stoneham, Massachusetts (the "Condominium"), and created pursuant to M.G.L. c. 183A, by Master Deed dated January 20, 1989, and recorded with the Middlesex South Registry of Deeds (the "Registry of Deeds") in Book 19664, Page 94, as amended of record (the "Master Deed");

WHEREAS, the members of the Board also are the current Managers of NEM, a Massachusetts limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, which NEM is the current "nominee" of the Association, for purposes of references hereafter to the "nominee" of the Association as to the Condominium Property;

PLEASE RETURN TO: JOANN ALLAN
FIRST AMERICAN TITLE INSURANCE COMPANY
101 HUNTINGTON AVENUE, 13TH FLOOR
BOSTON, MA 02199

WHEREAS, Fellsway is a Massachusetts limited liability company organized and existing under the laws of Commonwealth of Massachusetts, and its Manager is The Gutierrez Company, a Delaware corporation registered to do business in Massachusetts, both of which entities maintain a principal place of business located at Burlington Office Park, One Wall Street, Burlington, Massachusetts 01803;

WHEREAS, the Condominium contains office units, housed in two buildings, (the "Medical Office Building" or "Building A," and the "Medical Arts Building" or "Building B," and which buildings are sometimes referenced together in this Agreement as the "Condominium Buildings"), which are located upon a portion of the land identified below as the Condominium Property or Lot F-1,, and which Buildings are used primarily for medical and other health care services;

WHEREAS, the Condominium Buildings are located on a portion of the grounds of the former Boston Regional Medical Center in Stoneham, Massachusetts, (the "BRMC Site"), said site containing approximately 40 acres of land, upon which also are located other buildings, structures, roadways, parking areas, utilities, and other improvements, including, but not limited to, the former hospital building (the "Former Hospital Building"), which has been vacant since February 1999, and a power plant owned and operated by Fellsway (the "Power Plant"), all as appearing on the plan of land recorded with the Registry of Deeds as Plan No. 881 of 1995 in Book 25711, Page 144;

WHEREAS Fellsway purchased the BRMC Site in February, 2000 from the Trustee in Bankruptcy of Boston Regional Medical Center, Inc., by deed recorded with the Registry of Deeds in Book 31133, Page 173;

WHEREAS, certain of the utilities serving the Condominium or parts thereof, including power, steam heating and cooling, telecommunications, and water, are dependent upon installations, lines, and/or other equipment located in and/or passing through the Former Hospital Building and a power plant (the "Power Plant") located on the BRMC Site, and the water tower (the "Water Tower") located upon a portion of the BRMC Site now known as Lot L, as more particularly described below, and the Parties agree that certain independent utilities should be provided for the Condominium and the Condominium Property described hereafter;

WHEREAS on September 22, 2005, the Zoning Board of Appeals of the town of Stoneham issued a comprehensive permit (the "Comprehensive Permit") to Simpson (and/or its assignees including The Gutierrez Company (and its assignees) pursuant to a subsequent modification of said permit) for a 450 unit multi-family residential project on said approximately 23-acre portion of the BRMC Site, including 54 townhouse-style condominium units, 106 garden-style condominium units and 290 apartments (the "Proposed Project");

WHEREAS, on or about June 28, 2007, pursuant to a request made by Simpson to modify the Zoning Board's grant of the Comprehensive Decision, the Zoning Board

issued a modified decision (the "Modified Decision"), in which, without limitation, the Zoning Board approved a 10% reduction of the number of Units in the Project, which, as revised, would consist of 405 dwelling units, including 49 townhouse units, 95 condominium units, and 261 rental units, as well as 801 parking spaces, and approved other modifications of the Proposed Project (the "Project");

WHEREAS certain appeals of the Decision and Modified Decision were filed by the Condominium Association with Middlesex Superior Court and a certain action was filed by Fellsway against the Condominium Association pursuant thereto (collectively, the "Actions");

WHEREAS by deed dated September 26, 2007 and recorded with the Registry of Deeds on September 27, 2007 in Book 50154, Page 590 (the "Lot L Deed"), Fellsway conveyed to Langwood a portion of the land of the BRMC Site, containing approximately 9.03 acres and being shown as Lot L (the "Lot L") on a certain plan of land recorded with the Registry of Deeds as Plan No. 1048 of 2007;

WHEREAS, the Parties acknowledge that Langwood presently intends to proceed with a portion of the Project on Lot L and that Fellsway (and/or its successors and assigns) presently intends to proceed with the remainder of the Project on Lots K and M shown on the ANR Plan. Further, Fellsway intends to develop the remaining portion of the BRMC Site (i.e., Lot F-3 on the ANR Plan) but the details and timing of any such development by Fellsway (the "Fellsway Plan") are undetermined as of the date hereof. Nothing contained in this Agreement shall be deemed to impose any requirement or obligation on Langwood to proceed with its portion of the Project or on Fellsway to proceed with its portion of the Project or with the Fellsway Plan, provided, however, that unless expressly provided in this Agreement, the obligations of Langwood and Fellsway under this Agreement shall be independent of whether or not either party so proceeds;

WHEREAS, Fellsway and Langwood also entered into a certain Declaration of Easements and Maintenance Agreement, dated September 26, 2007 and recorded with the Registry of Deeds with the Lot L Deed, in Book 50155, Page 1 (the "2007 Declaration"), which Declaration established and confirmed certain easement rights, and established certain maintenance and repair obligations, as to, and affecting Lot L and the remaining lots of the BRMC Site (referred to in the 2007 Declaration as the "Fellsway Lots"), including, without limitation, with respect to existing, temporary, and future easements of access, utilities and drainage;

WHEREAS, Fellsway, the Board, Fellsway and Simpson have entered into a certain settlement agreement dated as of November 6, 2007 (the "Settlement Agreement") for the dismissal of the Actions and for the resolution of all disputes and controversies between and among them, and all claims each may have against the other, and Langwood, the Board, and NEM enter into this agreement in furtherance of the settlement terms and provisions contained in the Settlement Agreement;

WHEREAS the Settlement Agreement provides, without limitation, for the conveyance by Fellsway to the Association or its nominee of a certain parcel of land on the BRMC Site, containing 4.97 acres and shown as Lot F-1 on a certain plan of land dated October 12, 2007 (the "Condominium Property" or "Lot F-1"), to be recorded herewith (the "ANR Plan"); for certain amendments to and the restatement of the 2007 Declaration (such amended and restated instrument being referred to hereafter as the "Easement Agreement"), and a related easement plan, also to be recorded herewith; and for this Agreement;

WHEREAS simultaneously with the recording of this Agreement, a deed from Fellsway has been recorded with the Registry of Deeds, conveying Lot F-1 (including, without limitation, the land beneath the Condominium Buildings) on the ANR Plan to NEM, as nominee for the Condominium Association, and whereas Fellsway is the owner of Lots F-3, K and M on the ANR Plan as of the date hereof;

WHEREAS simultaneously herewith a certain Notice of Assignment of Leases, assigning to NEM all rights, title and interests of Fellsway, as lessor, under the ground leases affecting the Condominium, and a certain Amended and Restated Declaration of Easements and Maintenance Agreement, executed by Fellsway, Langwood, the Association and NEM, have been recorded with the Registry of Deeds (the "Easement Agreement"), together with the easement plan referred to in said Easement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby expressly acknowledged by the undersigned under seal, the Parties agree as follows.

I. IMPROVEMENTS.

A. Fellsway hereby agrees to make the following improvements (sometimes referred to collectively herein as the "Improvements") to the BRMC Site (excluding Lot L) and/or the Condominium Property and Common Elements and Units of the Condominium, including, without limitation, to the Condominium Buildings, structures, and other improvements thereon, to and for the benefit of the Condominium, the Condominium Association, and NEM:

1. Independent Power/Heating/Cooling/Gas:

Fellsway agrees to provide the Condominium (i.e., including Building A, Building B, the Common Elements, the Units, and the Condominium Property, including parking areas thereon), with independent sources of power (electric), heating, cooling, hot water, and telephone/telecommunications (each referred to below as a "Utility," and more than one Utility being referred to as "Utilities" below). Each such Utility shall be sufficient (e.g., in design, capacity, compatibility, efficiency, location, etc.) for the usual and customary uses of the Condominium, the Common Elements, and the Units at the time of such

installation, as reasonably determined by Fellsway and approved by the Board, such approval not to be unreasonably withheld or delayed, and provided such uses are reasonably consistent with the uses currently permitted under the Master Deed. Fellsway agrees to undertake, and pay 100% of the costs and expenses associated with, the design, governmental permitting, construction, installation, and connection of each such independent Utility (including, without limitation, installations of central utility services, lines, wires, conduit, pipes, equipment, connections, and appurtenances thereto and thereof, and other construction required for compliance with the requirements of this Agreement), which shall serve solely the Condominium (including the parts thereof identified in the first sentence above). Fellsway acknowledges that its obligations hereunder include, without limitation, the installation of new heating-ventilation-air conditioning equipment for the Medical Arts Building, as well as new telecommunications and electrical equipment, to replace existing equipment currently serving the Condominium including that which currently is located in the Former Hospital Building and/or the Power Plant.

If any modifications to the Condominium Property, or to any building or structure thereon, are required to accommodate any one or more of the independent Utilities, or for compliance with applicable laws or codes as a result of the conveyance of the Condominium Property pursuant to the ANR Plan such that two walls of the Medical Arts Building are located on or near the boundary line separating the Condominium Property from the BRMC Site, such modifications shall be subject to the prior written approval of the Condominium Association (not to be unreasonably withheld, delayed or conditioned) and, if approved, shall be made at Fellsway's cost or expense.

Pending completion, connection, and full operation of each such Utility, Fellsway shall provide and maintain, and shall repair and replace as may be necessary, (i) each such existing utility at no less than the same level of service currently provided to the Condominium until each such independent Utility is completed, connected, and fully operational, and the Condominium Association shall be required to pay its pro rata share of such maintenance and repair costs (exclusive of deferred maintenance and capital repairs or replacements), until each such independent Utility is completed, connected and fully operational, pursuant to and to the extent provided in the Settlement Agreement.

Fellsway warrants and represents, as of this date, that all such existing utility equipment and installations are in good, operational condition, have been regularly maintained at all times since Fellsway's purchase of the BRMC Site, and are subject to no known defects, deficiencies, or conditions requiring material maintenance, repair and/or replacement.

During such time as the Condominium continues to receive service through an existing utility, Fellsway shall keep reasonable backup and contingency plans in place as will provide the Condominium with a reliable, temporary source of each such utility (e.g., generator for electricity), of comparable type and quality to that in effect as of the date

hereof, if disruption arising from or with respect to any existing utility occurs, and in connection with any such contingency plans.

After each independent Utility (i.e., power, heating, cooling, and telephone/telecommunications) has been installed and connected, and is fully operational, Fellsway will have no further obligation with respect to the existing utilities so replaced, and the Condominium Association will have no further responsibility for payment of any usage or maintenance/repair charges for each existing utility so replaced, but will be fully responsible thereafter for any and all costs associated with each independent Utility, including, but not limited to, usage, maintenance, repair and replacement charges with respect thereto.

Each such Utility shall be free of any dependence upon, or connection to, the Power Plant, the Water Tower (in the event Fellsway decides at its option to construct a new Water Line and Supply or in the event that Fellsway decides at its option to make upgrades to the existing system, and in connection therewith the Water Tower is not required for water service to the Condominium) or the Former Hospital Building located upon the BRMC Site, or other installations or lines located upon the BRMC Site (including Lot L), unless first approved by the Condominium Association in writing. Each such Utility shall be connected directly from the source of such Utility service to the Condominium Common Elements and to the Units of the Condominium, upon the Condominium Property or within easement areas provided for in the Easement Agreement.

All such independent Utilities shall be installed, connected and fully operational, with non-operational utility equipment removed, unless otherwise agreed by the Board (which agreement the Board shall not unreasonably withhold if removal is not required by applicable Law), no later than the earlier of (i) substantial completion of the demolition of the Former Hospital Building; (ii) substantial completion of the re-development of the Former Hospital Building (if redeveloped without demolition); or (iii) ten (10) years from the date of this Agreement.

The Parties agree to reasonably amend the Easement Agreement and to modify the Easement Plan, as may be appropriate, after full performance by Fellsway hereunder, to extinguish any pre-existing easement (and the corresponding obligations), that is no longer required due to the installation of the new Utilities and/or to add any additional easement (and any corresponding obligations), as is required for the use of any of the new Utilities.

Pursuant to the Settlement Agreement, the Condominium Association shall be obligated to make certain payments to Fellsway for maintenance and repair by Fellsway of existing utility equipment (exclusive of deferred maintenance and capital repairs or replacements) and backup generators servicing the Condominium for equipment and utility usage charges, including electricity and steam from the Power Plant, and heating and cooling equipment in the Former Hospital Building, until each respective

independent Utility is completed, connected and fully operational, to the extent such payments are provided for in the Settlement Agreement. The Settlement Agreement also includes a formula regulating increases in electricity charges by Fellsway to the Condominium Association for electricity generated by the Power Plant and a cap on increases in maintenance, repair, and equipment usage charges regarding steam, heating, cooling and water. Any bill or invoice for the Association's pro rata share of such costs shall include invoices, bills, contracts or other reasonable evidence of the subject costs. Except in case of emergency (in which reasonable notice shall be given as soon as possible), no cost or expense for maintenance or repair, for which the Association will be charged, shall be incurred unless Fellsway first gives the Association sixty (60) days notice thereof. Such notice shall include a copy of the contract for which payment shall be sought by Fellsway and, if the parties cannot agree that such cost or expense is warranted, or on the amount the Association will be charged thereunder, during the first thirty (30) days after notice, either party may submit the matter to arbitration during the second thirty-day period after notice, under the same arbitration provisions as are set forth in the temporary tunnel easement provisions set forth in the Easement Agreement.

2. Water Line: Fellsway may, in its sole discretion, (i) elect to construct and connect a new water line and supply to service the Project and/or the Fellsway Plan, and if it so elects, such new water line shall extend, without limitation, from the existing MWRA pump house on the BRMC Site and Lot L, if applicable, to the Condominium Buildings to service the Condominium and/or (ii) may elect to make other upgrades to the existing water line on the BRMC Site and Lot L (the elections contemplated by (i) and/or (ii) shall be collectively referred to as the "Water Line and Supply"), which water line Fellsway, Langwood and potential purchasers of Lots K and M (as shown on the ANR Plan) also would utilize to service the various residential components of the Project and the Fellsway Plan. The Condominium Property and the Association shall have the benefit of any upgrade or New Water Line and Supply (as contemplated herein), if built.

The Water Line and Supply, if so constructed, shall be separately metered from any water supply serving the BRMC Site (including Lot L), or any portion thereof (including the Project and the Former Hospital Building), and any other property. In connection therewith, but only if and after the Condominium, including the Common Elements and all Units, is fully and independently served by the Water Line and Supply (which such independence may include upgrades to the existing water lines provided that a separate meter is so installed by Fellsway, at its sole cost and expense, to measure the Association's usage), Fellsway (with Langwood's permission) may decommission the existing Water Tower on the BRMC Site (including Lot L), said parties acknowledging that the Association and Lot F-1 have appurtenant easement rights in and to the existing water system, including the Water Tower and existing water lines on the BRMC Site and Lot L, and will continue to have such easements and rights under the Easement Agreement.

If such Water Line and Supply is constructed, Fellsway agrees to undertake, and to pay 100% of the costs and expenses associated with, the design, permitting, construction,

installation, and connection of the Water Line and Supply project, including so much of such project as pertains to the Condominium under this Agreement, in accordance with the requirements of this Agreement governing work by or for Fellsway. After installation is complete and service to the Condominium is in effect, the Board shall be responsible for paying all of its usage costs and its pro rata share of maintenance, repair and/or replacement costs of said Water Line and Supply (exclusive of the initial design, permitting, installation, and connection costs, and other costs related thereto) pursuant to the terms of the Easement Agreement, as the same may be amended in the future following the completion of construction of the Water Line and Supply, if applicable. The Water Line and Supply (including, without limitation, the water pressure therein and its connection(s) to the Condominium Buildings) shall, if so constructed, be sufficient for the usual, customary, and permitted uses of the Condominium (including, without limitation, domestic water and fire protection), including the Condominium Property, the Common Elements, and the Units, at the time of such installation. The Water Line and Supply shall, if Fellsway elects to so construct the same as herein above provided, be installed, connected, and operational, with all areas upon the Condominium Property which are disturbed during such installation work fully restored at no charge to the Association or NEM, no later than the earlier of (i) substantial completion of construction of the "loop" water line for the Project, if built; (ii) or upon other replacement of the existing water line(s) on the BRMC Site (including Lot L, and without limitation, with respect to the re-development of the Former Hospital Building or other development of the BRMC Site); or (iii) ten (10) years from the date of this Agreement, whichever is earlier.

Pending completion, connection, and full operation of the Water Line and Supply, Fellsway shall provide and maintain, and shall repair and replace as may be necessary, the existing water lines and equipment serving the Condominium, as the same may be upgraded pursuant to this paragraph, at no less than the same level of service currently provided to the Condominium, and the Condominium Association shall be required to pay its pro rata share of maintenance of such existing water lines and equipment (other than the cost of any such upgrades) serving the Condominium, as provided in the Easement Agreement.

The Parties agree that, notwithstanding any provision of the Easement Agreement to the contrary, until a new Water Line and Supply is constructed and serving the Condominium, the pro rata share of the owner of Lot F-1 for ordinary maintenance, repair and replacement costs related to water lines and equipment under the Easement Agreement shall be based upon its square footage relative to the total square footage of all lots on the site, so that the share allocable to Lot F-1 shall be approximately 12% and Fellsway shall be responsible for any pro rata share assessed to Lot F-1 in excess thereof. For allocation purposes, as provided above, "ordinary maintenance, repair and replacement," shall not include Fellsway's decision, if any, to upgrade the existing water line which "upgrade" costs shall be Fellsway's sole responsibility, or any costs necessary to repair the lines and/or equipment if due to the negligence or willful actions of the

Board (or Unit Owners), in which case such costs shall be borne exclusively by the Board (or Unit Owners, as applicable).

3. Screening. Fellsway agree(s) to provide buffer planting and screening trees between the Condominium and the residential and office components of the Project and/or Fellsway Plan, as depicted on the Landscaping Drawing attached hereto as **EXHIBIT "A."** Fellsway agrees to pay 100% of the costs and expenses for the design, governmental permitting (if required), and installation of such buffer planting and screening, but, after installation, any maintenance and upkeep associated with such plantings and screening (including, but not limited to, replacement of same) located on the Condominium Property shall be the exclusive responsibility of the Condominium Association. Said screening shall be installed no later than the time for completion of independent Utilities under Section I(A)(1), above, or upon earlier substantial completion of the Project.

Notwithstanding the foregoing, if the Project is not commenced at any time hereafter, by Fellsway (or Langwood) including their successors and assigns, then Fellsway shall have no obligation to make any of the improvements required by Subparagraph I(A)(3), above regarding screening.

Fellsway and the Association agree that, if requested by any utility company or provider, or any governmental authority, for purposes of providing utility service to the Condominium or Condominium Property hereafter or to the land then owned by Fellsway, Fellsway and/or the Association, as applicable, shall grant such rights and easements with respect to its respective portion of the BRMC Site, with mortgagee subordinations, if applicable, as may be required by such utility company or provider to provide service to, or for the running of utility lines and related installations to, the Condominium or Fellsway, as applicable, so long as the locations and terms and provisions of any agreements relating thereto are reasonably acceptable to Fellsway and/or to the Association, as applicable, and are related to any existing utilities or Utilities provided for in this Section I.

II. SEPARATION OF HOSPITAL FROM MEDICAL ARTS BUILDING.

In connection with the Fellsway Plan, or otherwise, Fellsway may (or may not) demolish the Former Hospital Building, which is physically connected to the southerly edge of the Medical Arts Building. If and when Fellsway and/or its successors and assigns in and to the BRMC Site decide to demolish and separate the Former Hospital Building from the Medical Arts Building, or if sooner required by any governmental authority (the Condominium Association agreeing not to seek such governmental action without good cause and for the purpose of forcing Fellsway to demolish or separate said buildings before Fellsway otherwise determines to do so), Fellsway will, at its sole cost and expense, construct a new exterior curtain wall of the Medical Arts Building (the "Curtain Wall") along and near the boundary of the Condominium Property in all areas affected by the demolition of the Former Hospital Building or its separation from the

Medical Arts Building. In so doing, Fellsway will incorporate all egress, handicapped-accessible (if any are required), fire, safety and building code, structural and other features, elements, and upgrades, if any, required in connection therewith for compliance with all applicable Federal, state, and local laws, statutes, codes, ordinances, by-laws, rules and regulations, and shall undertake reasonably to match the appearance and materials of the existing exterior walls of the Medical Arts Building.

During the course of such work, Fellsway shall use commercially reasonable, diligent efforts to minimize disruption to the Condominium, including the Medical Arts Building and the Units contained therein, and the use thereof. Fellsway shall obtain any and all governmental permits and approvals required for such work, at its expense, and shall commence construction work for the physical separation of the Medical Arts Building from the Former Hospital Building, as soon as practicable during the demolition of the Former Hospital Building. All such work shall comply with the requirements of this Agreement and any of the instruments or documents provided for in this Agreement, regarding the design, permitting, and conduct of construction work, including, without limitation, the requirements of Section III, below. Nothing contained herein, however, shall be construed as imposing any requirement on Fellsway to demolish the Former Hospital Building and/or to install the Curtain Wall, unless the Former Hospital Building is demolished or any governmental authority having jurisdiction requires the physical separation of the buildings prior to demolition of the Former Hospital Building. Fellsway, furthermore, shall be responsible after Closing, at its cost, for maintaining and keeping the Former Hospital Building and all wall, egress, and other elements of construction connected to, adjoining, bounding on, shared with, or separating it from, the Medical Arts Building, including intersecting and penetrating building elements (e.g., roofs and utilities) in good condition and repair, and in compliance with all applicable Laws; for paying for any modification to the Medical Arts Building required for building or life safety law or code compliance as a result of the division of ownership of Lot F-3 and the Condominium Property and continuing until the Former Hospital Building is demolished and the Curtain Wall is completed; and for insuring the Former Hospital Building against fire or casualty loss, and against liability for damage to property, and injury or death to persons, in reasonable amounts (i.e., no less than as required under Subparagraph III(E) below) at all times prior to completion of demolition of the Former Hospital Building. Except as otherwise provided in this paragraph and elsewhere in this Agreement and subject to Fellsway's and the Association's obligations hereunder and under the Easement Agreement, the Association shall be responsible for maintaining the Condominium Property after Closing. Prior to commencing any such work, Fellsway will notify the Association and cooperate reasonably, at the Association's request, with the Association's agent or consultant regarding such work.

III. CONSTRUCTION OBLIGATIONS AND REQUIREMENTS.

A. All construction and work undertaken pursuant to and/or required by or contemplated in this Agreement by Fellsway, and its respective agents, employees, contractors, subcontractors, licensees, successors and assigns, including, without

limitation, all utility improvements and installations, water line improvements and installations, and screening provided for in Subparagraphs I(A)(1), (2), and (3) above, as applicable, and the demolition of the Former Hospital Building and construction of the Curtain Wall (in the event that the Former Hospital Building is demolished), and any other work or construction provided for in, or in furtherance of, this Agreement (including that which is not expressly stated in this Agreement but is reasonably necessary to effectuate this Agreement or is consistent with the spirit and intent of this Agreement), shall be performed and completed in a good and workmanlike manner, in accordance with any and all applicable Laws, statutes, codes, ordinances, by-laws, rules, and regulations, governmental permit requirements, industry standards of good practice, and manufacturers guidelines and requirements, free of defects or deficiencies in workmanship and materials, and utilizing only first-quality materials and equipment. Once commenced, Fellsway shall make reasonable efforts to ensure that all construction and related work is performed promptly and continuously (subject to reasonable extension due to inclement weather conditions, force majeure events, or delays caused by the Condominium Association), Fellsway agrees to give prompt notice to the Board of any delays in work caused by inclement weather and/or force majeure events.

B. Fellsway, and its successors and assigns, warrants that all work and construction undertaken pursuant to or in furtherance of this Agreement, including but not limited to all work contemplated and/or required to be performed under Sections I and II, above, shall be free from defects in design, quality of workmanship and materials for a period of one (1) year following the substantial completion of each task and/or project or component thereof.

C. Fellsway shall undertake no construction or work expressly provided for in this Agreement on or affecting the Condominium Property or the Common Elements of the Condominium (i) without first presenting all proposed plans and specifications to the Board and notifying the Board of the proposed scope and timing of the work and receiving the consent and approval of the Board to proceed, the Board's consent and approval not to be unreasonably withheld, conditioned, or delayed; and (ii), without first obtaining, at its cost or expense, from all necessary applicable governmental authorities, including, without limitation, the Town of Stoneham, all requisite building permits and other permits or approvals required for such work under applicable statute, law, ordinance, by-law, rule and/or regulation. Notwithstanding any provision of this Section to the contrary, Fellsway shall provide the Association with two weeks notice prior to any blasting activity on (or which may affect) the Condominium Property including with each such notice a copy of any pre-blasting survey prepared for such party or parties, which survey shall include, without limitation, surveys as to foundations and utilities.

D. During construction relating to, or affecting, the Condominium or the Condominium Property (including, without limitation, any demolition of the Former Hospital Building), Fellsway shall reasonably protect all areas of construction on or affecting the Condominium, its Common Elements (including the Condominium Buildings and Condominium Property), the Units of the Condominium, and any

appurtenant easements benefiting the Condominium, and shall promptly repair or replace at its own cost and expense, any loss or damage to property of the Condominium (including its Common Elements and the Units thereof, and the Condominium Property), any such appurtenant easement, and to property of the Association (or its nominee, if applicable as to the Condominium Property), including the Board, the Unit Owners and their respective agents, representatives, contractors, tenants, invitees and licensees, to the extent any such loss or damage arises out of or results from any construction or other work performed pursuant to the terms of this Agreement, or any act or omission by or attributable to Fellsway and/or its respective agents, employees, contractors, subcontractors, licensees, suppliers, successors or assigns and is not caused by the act or omission of the Association, including the Board, the Unit Owners and/or their respective agents, representatives, contractors, tenants, invitees and/or licensees.

E. Fellsway shall furnish and maintain, at its own cost and expense, during the period of construction and at any time they, or any of its agents, contractors or subcontractors, is doing any construction in or on the Condominium Property or the Common Elements (or is present thereon) in connection with the performance of any work or construction provided for in, or in furtherance of, this Agreement, the Settlement Agreement, the 2007 Declaration, or the Easement Agreement, public liability and property damage insurance with a waiver of subrogation in favor of the Association (and its nominee, as to the Condominium Property, if applicable) as shall protect it and any subcontractor or person performing work on the Common Elements, or otherwise upon or affecting the Condominium Property or any units of the Condominium, from claims for damages for personal injury, including, but not limited to accidental death, and from claims for property damage. The minimum amounts of such insurance shall be as follows and Fellsway shall procure, at its cost, such additional amounts that it in its judgment deems desirable:

1. Insurance.

- (a) Workers Compensation (including All-States Endorsement): State: Statutory
Employers Liability: \$100,000, \$500,000 policy limit
- (b) Commercial General Liability (including Premises/Operations;
Independent Contractors' Protective; Products and Completed
Operations; Broad Form Property Damage); and Contractual Liability:

Bodily Injury:	\$2,000,000 Each Occurrence
	\$5,000,000 Annual Aggregate
Property Damage:	\$2,000,000 Each Occurrence
	\$5,000,000 Annual Aggregate
- (c) Property Damage Liability Insurance including X (Explosion), C (Collapse), and U (Underground) coverage:
\$2,000,000 Each Occurrence.
- (d) Personal Injury, with Employment Exclusion deleted:

\$2,000,000 Aggregate

- (e) Automobile Liability (Owned, Non- Owned, Hired): \$2 million, combined single limit for each accident (bodily injury and property damage)
 - (f) Umbrella/excess liability coverage - \$10 million (applicable to work under Section I above and this Section II).
2. Fellsway is expressly permitted to obtain Umbrella insurance coverage over its underlying coverage to achieve the limits set forth in Subparagraphs III E(1)(b), (c) and (d), above, provided that Fellsway maintains, at all times, underlying insurance in such minimum coverage amounts as may be required by the insurer(s) from time to time to keep such excess liability/umbrella coverage in full force and effect.
 3. Fellsway shall ensure that during construction on the Condominium Property in connection with the construction and other work provided for in, or in furtherance of, this Agreement and the instruments provided for in this Agreement, workers' compensation insurance is maintained for all contractors, subcontractors and/or persons it employs in connection therewith. Prior to the commencement of any such work, Fellsway shall furnish the Board with workers' compensation certificates, showing coverages satisfying the requirements of this Agreement. No construction or other work shall be performed on the Condominium Property by any person or entity not covered by such workers' compensation insurance.

F. With respect to any construction work performed on the Condominium Property, the Condominium Association (and its nominee as to the Condominium Property, if applicable) shall be named as an additional insured and a certificate holder under said general liability insurance (and under all such other insurance provided for herein as to which such status may be obtained), entitling the Condominium Association to no less than thirty (30) days' written notice before cancellation, material change in, or termination of such insurance. The Certificate of Insurance shall show all required coverages in no less than the required minimum amounts under all such policies. Prior to commencement of any work provided for in, or in furtherance of, this Agreement, and thereafter upon the reasonable request by the Board, Fellsway shall furnish the Board with such Certificate(s) of Insurance (and, upon reasonable request, shall follow such certificates with copies of the relevant policies) evidencing all such insurance coverages, coverage amounts, and the additional insured status of the Condominium Association (and such nominee, if applicable, and any Board members, agents, and/or unit owners if reasonably requested by the Board). No contractor, subcontractor, supplier, or other person or entity which will provide any labor, materials, or services with respect to the Project, shall be permitted upon the Condominium Property or upon the Common

Elements of the Condominium without first having complied with the insurance requirements hereof.

G. All such general liability and excess liability/umbrella insurance shall be written on an occurrence basis, as shall all other insurance, to the extent available. All such insurance shall be placed with a carrier or carriers licensed to do business in the Commonwealth of Massachusetts and holding a rating of A/VIII or better in the financial category as established by A.M. Best Company, Inc., if available, or if not available, the most nearly equivalent rating.

H. Fellsway agrees that it will not voluntarily permit any mechanic's or materialmen's lien(s) to be asserted against the Condominium including, without limitation, the Condominium Buildings, the Common Elements, the Units, and/or the Condominium Property in connection with work performed pursuant to this Agreement, or otherwise with respect to the Project or the Fellsway Plan. If any such lien is so asserted (whether or not voluntarily permitted by Fellsway if caused by or with respect to Fellsway's construction work under this Agreement), Fellsway shall as soon as practicable (and in any event within ten (10) business days following receipt of notice of the recording of the lien) take any and all reasonable actions necessary to secure the discharge and/or release (within said period of time) of any such lien(s) recorded against the Condominium, the Condominium Buildings, the Common Elements, the Units, and/or the Condominium Property. Reasonable actions shall include, without limitation, the posting of an appropriate bond or the payment of claim(s) due and owing. Fellsway agrees to indemnify, defend, and hold harmless the Condominium Association (and its nominee, if applicable as to the Condominium Property) from and against any and all claims, actions, costs, expenses, and reasonable attorneys' fees incurred in the event of any breach by Fellsway of this paragraph.

I. Fellsway, for itself and its agents, employees, contractors, subcontractors, licensees, suppliers, successors and assigns, (being collectively referred to in this paragraph as the "Indemnitors"), hereby agree to indemnify, defend and hold harmless the Condominium Association, the Board, including its Directors, and each of the Unit Owners of the Condominium, and the Association's nominee, if applicable as to the Condominium Property, their respective agents, employees, representatives, tenants, licensees, invitees, successors and assigns, from and against any and all claims for personal injury, death and/or damage to the Condominium Property, the Common Elements, and/or the Units ("Claims"), to the extent arising out of, or in connection with, the acts, omissions, and/or willful misconduct of any one or more of the Indemnitors in any construction or other work undertaken by or for any one or more of the Indemnitors as provided for in, or in furtherance of, this Agreement, except to the extent any such claim is caused by the act or omission of the Association, the Board, including its Directors, and each of the Unit Owners of the Condominium, and the Association's nominee, if applicable as to the Condominium Property, their respective agents, employees, representatives, tenants, licensees, invitees, successors and assigns.

J. Prior to the commencement of any construction in connection with the Project, a construction committee will be established by Fellsway (and will also include Langwood and the purchasers of Lots K and M, if applicable) to keep communication open among the parties for notification and to address concerns that may arise as a result of construction on the BRMC Site (including Lot L), or any portion thereof. Fellsway will inform the Board, in writing, when such committee has been established and will provide the Board, in writing, with contact information for the committee. At its option, the Board shall be entitled to attend meetings of the committee.

IV. BINDING COVENANTS.

The obligations of Fellsway under Sections I, II, and III of this Covenant shall be binding upon Fellsway, its successors and assigns, and shall constitute covenants running with the land as to Lot F-3, as shown on the ANR Plan, but not as to Lot K or Lot M on said ANR Plan. Further, the Parties agree that notwithstanding any language to the contrary set forth in this Section or elsewhere in this Agreement, this Covenant and all obligations of Fellsway hereunder shall be subject and subordinate to the first mortgage now encumbering Lot F-3, as granted by Fellsway to Bank of America, N.A., as successor by merger to Fleet National Bank, dated February 14, 2000 and recorded with the Registry of Deeds in Book 31133, Page 189, and any and all amendments, restatements, refinancings (with said lender and not in excess of the original principal amount of said outstanding mortgage), extensions or replacements of the foregoing (the "BOA Mortgage"), and shall not be binding on the holder of said first mortgage, its successors or assigns (including any person who acquires title to Lot F-3 from and through such first mortgagee, other than Fellsway, The Gutierrez Company, or any of its affiliates, subsidiaries, parents, or other related entities or persons), if such holder acquires title to the property through foreclosure, deed in lieu of foreclosure or otherwise pursuant to default by Fellsway under the BOA Mortgage.

In the event of a refinance by Fellsway of the BOA Mortgage on Lot F-3, with a different institutional mortgagee, upon notice by Fellsway to the Association, this Covenant and the BOA Mortgage shall be automatically subordinated to such refinanced first mortgage, together with any and all amendments, restatements, refinancings extensions or replacements of the foregoing, provided that the lien of such first mortgage shall not exceed seventy percent (70%) of the then appraised value of Lot F-3, together with all improvements thereon, as evidenced by an appraisal obtained by such first mortgagee from a licensed Massachusetts appraiser acting in accordance with applicable industry standards, a copy of which shall be provided by Fellsway to the Association simultaneously with said notice. In the event of such a refinance complying with the provisions of this paragraph, the Covenant shall not be binding on the holder of such first mortgage, its successors and assigns (including any person who acquires title to Lot F-3 from or through such first mortgagee, other than Fellsway, The Gutierrez Company, or any of its affiliates, subsidiaries, parents, or other related entities or persons), if such

holder acquires title to the property through foreclosure, deed in lieu of foreclosure or otherwise pursuant to default by Fellsway under said refinanced first mortgage.

No subordination, foreclosure, or other matter provided for in this Section IV shall modify, terminate or otherwise affect the obligations of The Gutierrez Company under the guarantee referred to in this Covenant and in the Settlement Agreement, which guarantee has been executed contemporaneously herewith.

V. ARBITRATION.

A. Except to the extent other arbitration provisions are provided for in this Agreement, any dispute relative to the obligations and/or enforceability of the terms of this Agreement, shall be enforced through binding arbitration, by a panel of three arbitrators, one of each to be selected by each of the parties and the third to be selected by the two arbitrators so selected. Any arbitration decision rendered under or in connection with this Agreement shall be binding and non-appealable. In each instance where arbitration of a dispute under this Agreement proceeds, the full panel shall be selected within forty-five days of the date for demand of the arbitration, which shall include the complainant's selection of a proposed arbitrator, and the dispute shall be fully arbitrated and a decision rendered in accordance with a schedule agreed upon by the parties and their counsel, which shall in no event, unless specifically agreed to by the Parties in writing, exceed six (6) months from the date of the original arbitration demand. Reasonable attorneys' fees shall be awarded to any party that establishes, through arbitration or litigation, if applicable, that the other side has breached this Agreement; otherwise, each side shall bear its own fees in arbitrating or litigating any disputes under this Agreement. Notwithstanding the foregoing, if a party terminates this Agreement pursuant to a contingency granted to such party under this Agreement or under the P&S, such termination shall not be subject to arbitration nor to an action at law for damages.

VI. MISCELLANEOUS

A. This Agreement shall be binding on each of the Parties and their respective successors, assigns, heirs, legatees, agents, representatives and any other individual or entity claiming any rights by or through any such Parties.

B. This Agreement shall not be construed as or deemed to be an admission or concession of liability on the part of any party or any one or more of the Parties.

C. This Agreement may be amended only by a writing signed by all of the Parties, their successors or assigns, or their duly authorized agent or attorney (in which case the Parties, not the agent or attorney shall be bound), and may not be amended or modified orally.

D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. Any and all arbitration proceedings required or necessitated under this Agreement shall take place in the Commonwealth of Massachusetts. Furthermore, any necessary or required judicial proceedings undertaken by any of the Parties relative to this Agreement, or which are necessary to enforce this Agreement or any obligations thereunder, shall be instituted in the Middlesex County Superior Court, holden at Cambridge, and the Parties expressly consent to the venue and jurisdiction of that Court.

E. The Parties shall at all times hereto cooperate reasonably with each other in connection with the obligations set forth in this Agreement, shall act in good faith in accordance with the terms and obligations of this Agreement, and shall not take any action designed to undermine or interfere with the terms, conditions and/or the intent of this Agreement.

F. The captions, if any, provided herein are included for purposes of convenience only and have no legal effect or significance.

G. If any provision of this Agreement is held to be ineffective, invalid or contrary to public policy or any law, the validity of the remainder of this Agreement shall not be affected thereby, except that if the result of such invalidation is that either party is denied consideration that goes to the essence and foundation of this Agreement, at the discretion of the party denied such consideration, the Agreement shall be voidable and, if the affected party exercises its right to void the Agreement, the Agreement shall thereafter be of no force or effect. No party to this Agreement shall advance and argue that any portion of this Agreement is unenforceable, and all Parties shall take all reasonable steps to support the enforceability of each and every paragraph of this Agreement. In the event of any inconsistencies between this Agreement and the Settlement Agreement, the terms and provisions of the Settlement Agreement shall control.

H. Each party represents and warrants to the other Parties that such party has had an adequate opportunity to consult its attorney; has read the terms and conditions of this Agreement and understands the consequences of executing this Agreement; that the person executing this Agreement on behalf of such party has been duly authorized to do so and vested with full authority to bind such party to this Agreement; and that each party enters into this Agreement knowingly and voluntarily.

I. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, faxed with confirmation copy mailed by regular mail, or mailed postage prepaid by registered or certified mail, return receipt requested, addressed:

(a) in the case of the Board and NEM to:

New England Memorial Hospital Medical Condominium Association

c/o Crowninshield Management Corp.
18 Crowninshield Street
Peabody, MA 01960

With a copy to:
Edmund A. Allcock, Esq.
Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
Fax number – (781) 843-1529

(b) in the case of Fellsway to:

Arthur J. Gutierrez, Jr., President
The Gutierrez Company, Manager of Fellsway Development LLC
One Wall Street
Burlington, MA 01803
Fax number – (781) 272-3130

With a copy to:
Gloria M. Gutierrez, Executive Vice President and Corporate Counsel
The Gutierrez Company
One Wall Street
Burlington, MA 01803
Fax number – (781) 272-3130

Notices shall be effective upon personal delivery, or if by fax, upon the date faxed with confirmation copy sent by registered or certified mail, or if mailed, upon the date of deposit with the U.S. Mail, if sent by registered or certified mail.

J. Except as to those issues the Parties have agreed to arbitrate as provided in Section V of this Agreement and as to which equitable relief through arbitration is available, the Parties shall have the right to seek appropriate orders from any court of competent jurisdiction enjoining any action which they believe to constitute a breach of this Agreement, or any of the instruments or documents provided for herein. A party shall not be entitled to object to the granting of equitable relief, on the basis that the party seeking equitable relief has an adequate remedy at law.

K. Each party has cooperated in, and in any construction to be made of this Agreement shall be deemed to have cooperated in, the drafting and preparation of this Agreement. The parties agree that this Agreement shall not be strictly construed against either party.

L. Fellsway, as Owner of said Lot F-3, hereby confirms and agrees that the Condominium Association and NEM, its successors and assigns in and to Lot F-1, and Lot F-1, are intended by Fellsway to have, and do have, the benefit of any and all

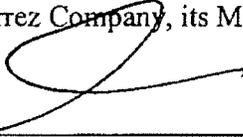
provisions in this Agreement, , and that Lot F-3 is intended to be subject to this Agreement.

The obligations of Fellsway hereunder are guaranteed under a certain Guarantee, of even date herewith, by The Gutierrez Company, Inc. to NEM Condominium, LLC and the Condominium Association, and are secured by a certain mortgage from Fellsway to NEM Condominium, LLC, dated December 16, 2007, and recorded with said Registry of Deeds herewith (the "NEM Mortgage").

NOW THEREFORE, the undersigned hereby place their hand and seal as of the date first set forth above.

FELLSWAY DEVELOPMENT LLC:

By: The Gutierrez Company, its Manager

By: 

Arthur J. Gutierrez, Jr.
President and Assistant Treasurer

~~NOW THEREFORE, the undersigned hereby place their hand and seal as of the date first set forth above.~~

NEW ENGLAND MEMORIAL MEDICAL
HOSPITAL CONDOMINIUM ASSOCIATION:

as Director and not individually

NOW THEREFORE, the undersigned hereby place their hand and seal as of the date first set forth above.

FELLSWAY DEVELOPMENT LLC:

By: The Gutierrez Company, its Manager

By: _____
Arthur J. Gutierrez, Jr.
President and Assistant Treasurer

NOW THEREFORE, the undersigned hereby place their hand and seal as of the date first set forth above.

NEW ENGLAND MEMORIAL MEDICAL
HOSPITAL CONDOMINIUM ASSOCIATION:

Peter R. ...
as Director and not individually

...
as Director and not individually

Jerry ...
as Director and not individually

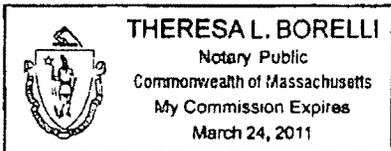
...
as Director and not individually

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this 19th day of December, 2007, before me, the undersigned notary public, personally appeared Arthur J. Gutierrez, Jr., President and Assistant Treasurer, of The Gutierrez Company, One Wall Street, Burlington, MA 01803, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Manager of Fellsway Development, LLC.

(official seal)



Theresa L Borelli
Notary Public
My Commission Expires: 3/24/11

THE COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this ___ day of _____, 2007, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/they signed it voluntarily for its stated purpose, as Director(s) of New England Memorial Hospital Medical Condominium Association.

(official seal)

Notary Public
My Commission Expires:

EXHIBIT A
LANDSCAPE DRAWING

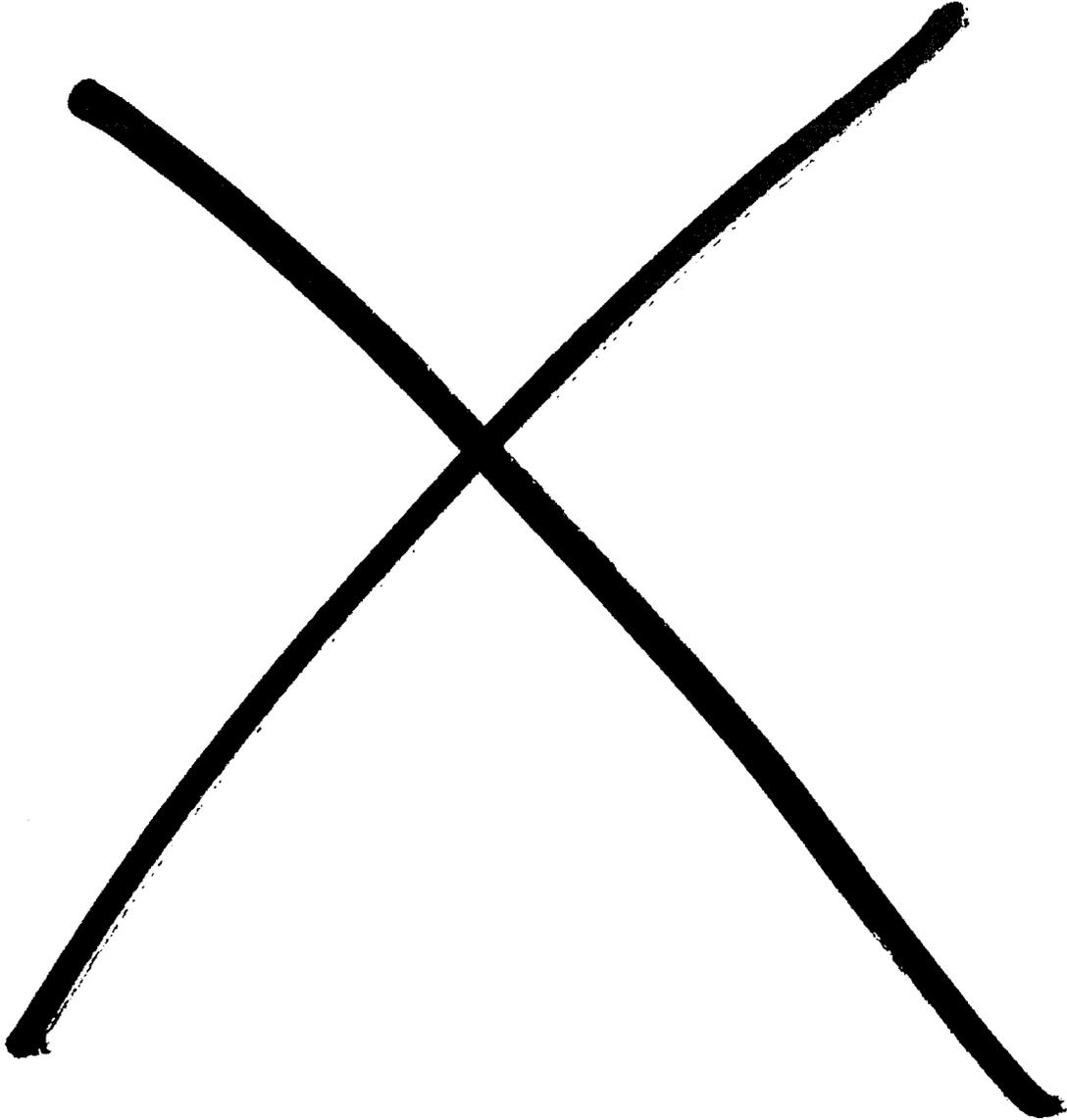
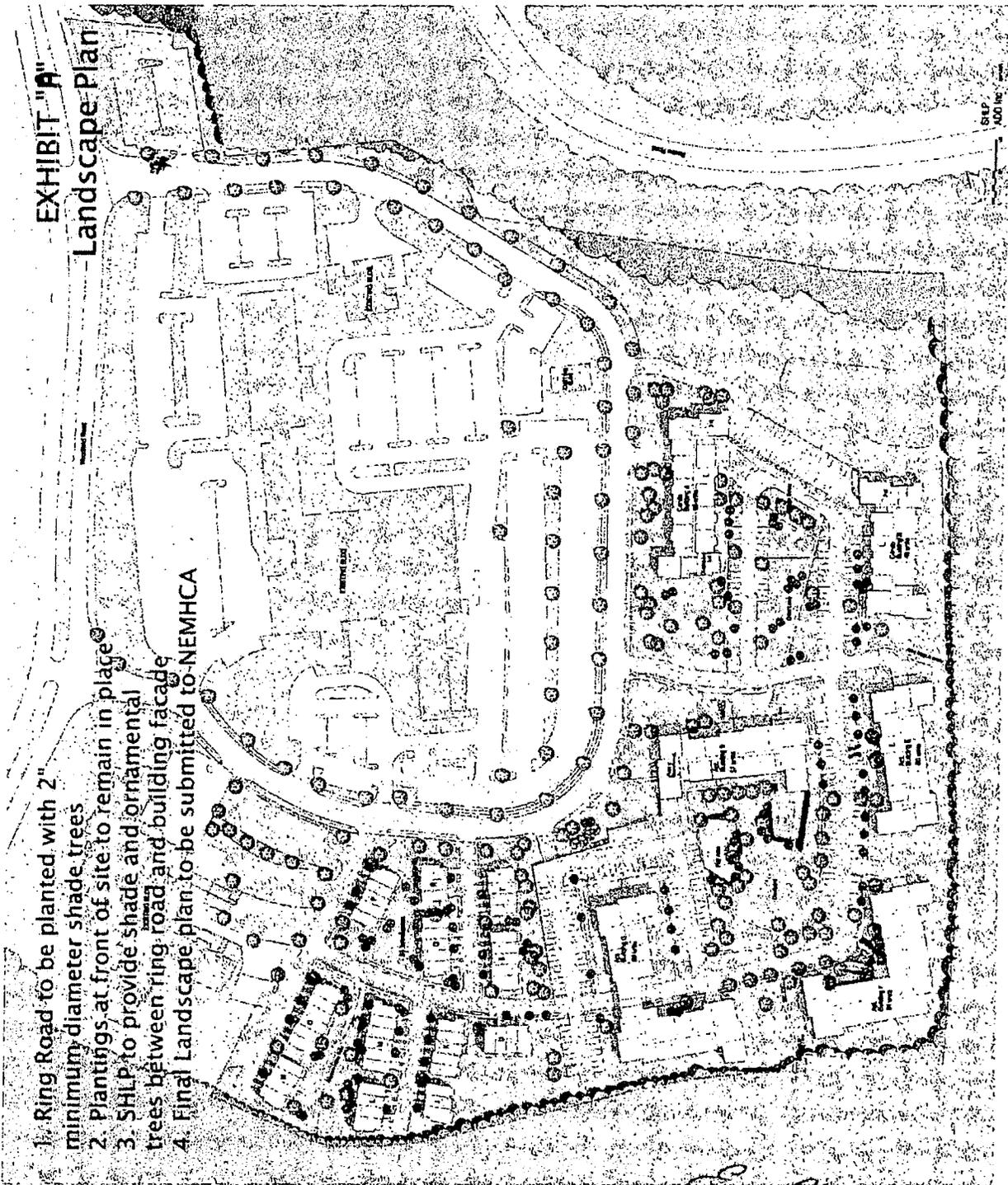


EXHIBIT "A"
Landscape Plan

1. Ring Road to be planted with 2" minimum diameter shade trees
2. Plantings at front of site to remain in place
3. SHLP to provide shade and ornamental trees between ring road and building facade
4. Final Landscape plan to be submitted to NEMHCA



John L. Payne
Attest: Richardson S. Register