

EXHIBIT F

**Deed from City of Quincy
to Quincy Medical Center**

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

DEED

CERTIFY



BARRY T. HANNON, REGISTER

CITY OF QUINCY, MASSACHUSETTS, a municipal corporation duly established

under the laws of The Commonwealth of Massachusetts (the "Grantor") having its hospital facility at 114 Whitwell Street, Quincy, MA 02169, Norfolk County, Massachusetts, in consideration of One Dollar (\$1.00) and the assumption of the mortgage indebtedness described below, grants to Quincy Medical Center, Inc., a duly organized Massachusetts nonprofit corporation (the "Grantee") having an address at said 114 Whitwell Street, Quincy, Massachusetts 02169, with Quitclaim Covenants, the land with the buildings and improvements thereon situated in the City of Quincy, County of Norfolk, Commonwealth of Massachusetts, more particularly described in Exhibit A attached hereto and incorporated herein.

As a part of the consideration for the conveyance the Grantor and Grantee (which expressions shall include their legal representatives, successors and assigns) covenant and this conveyance is made and accepted upon the following express covenants and agreements:

- 1) The premises described in Exhibit A shall be used for the provision of health care services consistent with the purposes of Chapter 94 of the Acts of 1999 of the Massachusetts General Court.
- 2) Grantee covenants that it will comply with the last mentioned use restriction and will include such restriction in any deed conveying the premises, or any portion thereof.
- 3) Rights under the provisions of the foregoing subsections 1 and 2 shall be for the benefit of and enforceable by such Grantor, acting through its mayor.
- 4) The premises are conveyed subject to that certain mortgage from the Grantor to BayBank, as Trustee, dated December 29, 1993, securing the payment of \$64,905,000 City of

150095

99 OCT 18 AM 11:10

Quincy, Massachusetts Revenue Refunding Bonds, recorded with the Norfolk Registry of Deeds in Book 10309, Page 719, as amended by First Amendment to Mortgage dated December 29, 1993 recorded with said Deeds in Book 10315, Page 259, which mortgage, as amended, and the debt secured thereby, the Grantee assumes and agrees to pay.

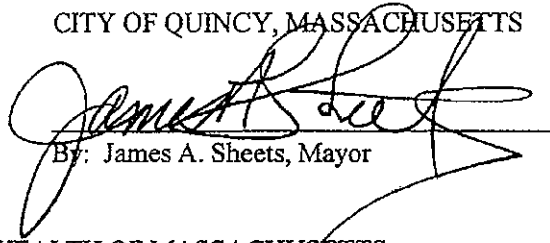
5) If the Grantee shall fail to comply with any of Grantee's covenants or agreements set forth in Sections 1 or 2 above (the "Covenants"), and such failure continues for more than thirty (30) days after Grantor delivers written notice of such failure to Grantee, or if Grantee provides Grantor notice in writing (which shall be deemed to be duly given when mailed by registered mail addressed to the then current mayor of the City of Quincy) of the intention of Grantee to fail to comply with any of the Covenants (a "Non-compliance Notice"), then (a) within forty-five (45) days after (i) the end of such 30-day period or (ii) Grantor's receipt of the Non-compliance Notice, as the case may be, Grantor may bring an action in any court of competent jurisdiction to enforce such Covenants (an "Action"), or (b) at the election of Grantor to be exercised by affidavit recorded with the Norfolk Registry of Deeds within forty-five (45) days after the end of such 30-day period, title to the premises shall automatically revert to the Grantor without the necessity of any further act or instrument (the "Reversion"). If Grantor neither brings an Action nor exercises the Reversion within the prescribed period, the Covenants shall be deemed null and void and of no further force or effect. Grantor and Grantee shall submit any disputes regarding Grantee's compliance with the Covenants or the effectiveness of any Reversion to the Massachusetts Land Court for resolution.

6) The use restriction and right of reversion established hereby shall run with the land.

7) The use restriction and right of reversion established hereby shall not be applicable to any current or future mortgagee, or any person or entity, or their successors or assigns, who shall acquire the premises through a foreclosure proceeding or deed in lieu thereof.

IN WITNESS WHEREOF, the City of Quincy has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledge and delivered in its name and behalf by its Mayor this 15th day of October in the year one thousand nine hundred and ninety nine.

CITY OF QUINCY, MASSACHUSETTS

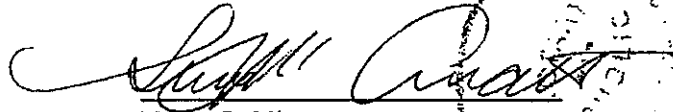

By: James A. Sheets, Mayor

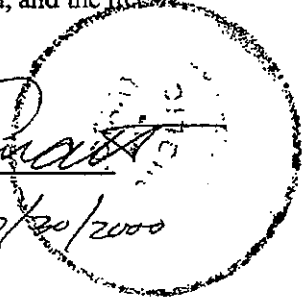
THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

October 5, 1999

Then personally appeared the above named James A. Sheets, Mayor of the City of Quincy, and acknowledged the foregoing instrument to be their free act and deed, and the free act and deed of the City of Quincy, before me,


Notary Public
My commission expires: 7/20/2000



Exchange.3051380.3

EXHIBIT ATract I

A certain parcel of land located in the City of Quincy, Norfolk County, Massachusetts bounded and described as follows:

Beginning at the southeast corner of the parcel on the northerly sideline of Whitwell Street at a corner of land now or formerly of E.A. Peterson; thence westerly along the sideline of Whitwell Street by the following three (3) courses: N66-42-25W, seventy four and 71/100 (74.71) feet; N66-49-20W, five hundred nineteen and 94/100 (519.94) feet; by a curve to the right having a radius of one thousand and 00/100 (1000.00) feet and an arc of two hundred seventeen and 36/100 (217.36) feet;

Thence by land now or formerly of M. Sowell and P.L. Chapman N18-03-40E one hundred and thirty two and 97/100 (132.97) feet;

Thence by land now or formerly of M.L. Fitzsimmons to the southerly sideline of Colonial Drive N15-58-90E one hundred thirty and 32/100 (130.32) feet;

Thence by land now or formerly of Colonial Drive by a curve to the left with a radius of one hundred forty and 00/100 (140.00) feet and an arc of eighty five and 00/100 (85.00) feet;

Thence by land now or formerly of P.W. and M.N. Yuilleumier S49-52-33E two hundred five and 23/100 (205.23) feet;

Thence by land of said Yuilleumier land now or formerly of N.D. and S.T. Greenstein and land now or formerly of J.S. and S.M. Kadlick N17-57-40E two hundred nine and 73/100 (209.73) feet;

Thence by said land of Kadlick and land now or formerly of W.P. and J.M. Finnigan S80-07-30E two hundred forty seven and 23/100 (247.23) feet;

Thence by land now or formerly of J. Mahoney and land now or formerly of L.J. and G. Balasundarum N20-16-30E one hundred ninety and 33/100 (190.33) feet;

Thence by land of said Balasundarum N18-09-20E thirty nine and 54/100 (39.54) feet;

Thence by land of said Balasundarum and land now or formerly of R.P. and M.E. Quincy and land now or formerly of R.T. and M.E. Craven N13-16-41 E two hundred twelve and 97/100 (212.97) feet;

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Thence by land of said Craven and by land now or formerly of D.P. Taverna N12-37-56E one hundred seventy six and 07/100 (176.07) feet;

Thence by land now or formerly of Neighborhood Club S75-46-22E one hundred forty four and 00/100 (144.00) feet;

Thence by said land of Neighborhood Club N84-56-32E one hundred seventy eight and 80/100 (178.80) feet to the westerly sideline of Glendale Road;

Thence by the following three (3) courses along the westerly sideline of Glendale Road; by a curve to the left having a radius of three hundred fifty seven and 18/100 (357.18) feet and an arc of one hundred thirteen and 34/100 (113.34) feet;

Thence S12-22-11E one hundred sixteen and 46/100 (116.46) feet;

Thence by a curve to the left having a radius of eight hundred fifty nine and 02/100 (859.02) feet and an arc of one hundred eighteen and 17/100 (118.17) feet;

Thence by land now or formerly of S.A. Steele and land now or formerly of K.S. McAfee S46-45-05W two hundred twenty four and 32/100 (224.32) feet;

Thence by land of said McAfee and by Euclid Avenue S13-19-05W sixteen and 57/100 (16.57) feet and fifty two and 39/100 (52.39) feet respectively;

Thence by land now or formerly of Chuen Yat Yu and Yu Sin Yan Yu S13-19-05W, one hundred three and 41/100 (103.41) feet;

Thence by land now or formerly of E. and P. Tronca S16-08-47W, fifty five and 00/100 (55.00) feet;

Thence by land now or formerly of P.J. Catarius and E.M. Dalzell S15-39-34W, sixty and 00/100 (60.00) feet;

Thence by land now or formerly of J.A. McHugh and A.R. McHugh S17-07-48W, sixty and 00/100 (60.00) feet;

Thence by land now or formerly of M.G. Thaine S16-22-32W, sixty and 00/100 (60.00) feet;

Thence by land now or formerly of J.J. and S.A. Paquette S16-27-42W, sixty and 00/100 (60.00) feet;

Thence by land now or formerly of M.K. Berglund S15-02-20W sixty and 01/100 (60.01) feet;

Thence by land now or formerly of F.M. DeVita S14-48-45W, fifty nine and 02/100 (59.02) feet;

Thence by land now or formerly of J.J. and B. Cahill S18-58-43W, fifty five and 05/100 (55.05) feet;

Thence by land now or formerly of H.J. Peterson S17-51-49W, fifty three and 37/1000 (53.37) feet;

Thence by land of E.A. Peterson N73-08-13W fifty and 00/100 (50.00) feet;

Thence by land of said Peterson S16-54-17W ninety two and 95/100 (92.95) feet to the point of beginning.

Containing 653,638 square feet of land and being shown as parcels numbered 1, 2, 3, 5, 6, 7 and 8 and an unnumbered parcel marked as Assessors Plan 1177-A Plot 23 on a plan entitled "Plan of Land in Quincy (Norfolk County) for Quincy City Hospital" dated July 11, 1986, by Briggs Associates, Inc., recorded with the Norfolk Registry of Deeds on July 16, 1986 as Plan No. 995 in Plan Book 340.

Tract II

The land on the southerly side of Whitwell Street in said City of Quincy, containing 6822 square feet, and being shown as parcel 4 on a plan entitled "Plan of Land in Quincy (Norfolk County) Massachusetts for Quincy City Hospital" by Briggs Associates, Inc. recorded with the Norfolk Registry of Deeds on July 16, 1986 as Plan No. 996 in Plan Book 340.

Exchange.3051380.4