

SEASHORE POINT – DEACONESS CONDOMINIUM TRUST
FIFTH AMENDMENT TO MASTER DEED

Reference is hereby made to that certain Master Deed dated May 22, 2012, and recorded with the Barnstable County Registry of Deeds (the “Registry”) in Book 26359, Page 216, as amended by that certain First Amendment of Master Deed dated as of January 29, 2013, recorded on January 31, 2013 in the Registry in Book 27093, Page 202, as amended by a confirmatory First Amendment to Master Deed dated February 27, 2013 in the Registry in Book 27167, Page 156, as amended by that certain Amendment of Master Deed dated March 27, 2014, recorded in the Registry in Book 28061, Page 1, as amended by that certain Third Amendment of Master Deed dated June 13, 2014, recorded in the Registry in Book 28202, Page 337, and as further amended by that certain Fourth Amendment of Master Deed dated September 24, 2018 and recorded on December 18, 2018 in Book 31734, Page 131 (collectively, the “Master Deed”), which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, Seashore Point - Deaconess Condominium (the “Condominium”).

WHEREAS the Seashore Point – Deaconess Condominium Trust (the “Condominium Trust”) acquired title to Service Units RS-B-1, RS-B-2, RS-B-3, RS-B-4, RS-B-5, RS-1-1, RS-1-2, RS-1-3, RS-1-4, RS-1-5, RS-1-6, RS-2-1, RS-2-2, RS-2-3, RS-2-4, RS-2-5, RS-2-6, RS-2-7, RS-2-8, RS-2-9, RS-3-1, RS-3-2, RS-3-3, RS-3-4, RS-3-5, RS-3-6, RS-3-7, RS-3-8, SA-B-1, SA-B-2, (collectively, the “Service Units”) and the Garage Unit (the “Garage Unit”), by virtue of (i) a Quitclaim Unit Deed from Provincetown HoldCo, LLC, recorded in the Registry on March 30, 2026 at Book 37535, Page 281, (ii) a Quitclaim Unit Deed from Provincetown Parking Garage, LLC, recorded in the Registry on March 30, 2026 at Book 37535, Page 288;

WHEREAS the organization of unit owners of the Condominium is the Condominium Trust, which Trust was created pursuant to a Declaration of Trust dated May 22, 2012, and recorded with the Registry in Book 26359, Page 245, as amended of record;

WHEREAS pursuant to Section 14(a) of the Master Deed, the Master Deed may be amended by an instrument in writing confirming (a) a vote of the Unit Owners entitled to not less than fifty-one percent (51%) percent of the undivided interests in the Common Areas and Facilities, and (b) the assent of not less than fifty-one percent (51%) (except in

cases where higher percentage is required by provisions of the Condominium Trust, in which case the higher percentage shall apply) of the holders of first mortgages on the Units (based upon one vote for each Unit subject to a mortgage held by such holder) but only if such amendment would materially affect the rights of any mortgagee, and (c) vote of the majority of the Trustees; and

WHEREAS, the requisite Unit Owners and the Trustees of the Condominium Trust desire to amend the Master Deed as provided for herein.

NOW THEREFORE said Master Deed is hereby amended in accordance with the provisions of said Section 14 as follows:

- 1) Service Unit RS-2-1 shall be subdivided into two respective units: RS-2-1A and RS-2-1B, which shall be shown on updated floor plans which shall be recorded herewith. The text of Paragraph 3(f)(ii) of the Master Deed (under the heading of "Floor Plans") is modified by substituting the following for the third sentence thereof appearing in the Master Deed:

The square footages and percentage interests of the two new units are as follows:

RS-2-1A Kitchen	Sq. Footage 2,245	Percentage – 1.944%
RS-2-1B Community Room	Sq. Footage 2,060	Percentage – 1.784%

- 2) Each reference in Section 6 of the Master Deed to "Exhibit C" attached to the Master Deed is hereby amended to reference "Exhibit C" attached hereto and made a part hereof, which shall reflect the following changes.
 - (i) The Percentage Interests allocated to the Garage Unit shall decrease by one percentage point (to 5.148%). The Percentage Interests allocated to SN-1-1 shall increase by one percentage point, as set forth on "Exhibit C" attached hereto.
 - (ii) As a result of the subdivision of Unit RS-2-1, the Percentage Interests allocated to Unit RS-2-1A shall be 1.944% and the Percentage Interests allocated to Unit RS-2-1B shall be 1.784%.

[SIGNATURES APPEAR ON NEXT PAGE.]

WITNESS the execution hereof under seal as of this _____ day of _____, 2026.

Unit Owners

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, being _____, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose as the a Unit Owner of the Seashore Point – Deaconess Condominium.

Notary Public

My Commission Expires: _____

My Commission Expires: _____

WITNESS the execution hereof under seal as of this _____ day of _____, 2026.

Assented to:

MAJORITY OF THE TRUSTEES OF THE SEASHORE POINT DEACONESS
CONDOMINIUM TRUST AND NOT INDIVIDUALLY

By: _____,
_____, Trustee

By: _____,
_____, Trustee

By: _____,
_____, Trustee

By: _____,
_____, Trustee

By: _____,
_____, Trustee

By: _____,
_____, Trustee

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2026, before me, the undersigned notary public, personally appeared _____ proved to me through satisfactory evidence of identification, being _____, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose as the duly-authorized Trustee of Seashore Point - Deaconess Condominium Trust.

Notary Public
My Commission Expires: _____

EXHIBIT C

[Insert updated chart with each unit's percentage interest]