



Town of Wareham
Request for Proposals
Lease of 8 Elm Street, Wareham
For the PICKLING SHED
Posted March 5, 2020

Your participation is invited with regard to the: **Lease of the Pickling Shed at 8 Elm Street Wareham.** This property is described in Attachment A. In order for your submission to be considered responsive Two (2) duplicate copies, and one (1) electronic file on useable media, such as a USB thumb drive, of your proposal must be delivered prior to the time and at the place indicated below. The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to the bidder without notice. It is strongly suggested that the proposal documents sent via carriers other than first class mail should be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening.

Sealed proposals for the renovation and **Lease of the Pickling Shed at 8 Elm Street Wareham** for a period of five (5) years with possible five (5) year extensions shall be received at the office of the Town Administrator. Proposals must be received at office of the Town Administrator in Memorial Town Hall, 54 Marion Road, Wareham, MA 02571, until 2:00 PM Monday, April 6, 2020. Phone calls, telegrams, postmarks, etc. shall not be considered. **Proposals must be made in a sealed envelope clearly marked "LEASE of 8 Elm Street Pickling Shed Wareham"** The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will return same to proposer without notice.

Specifications may be obtained from the Office of the Town Administrator at the above address on or after 9:00 a.m. on March 5, 2020.

SCHEDULE

RFP Available

Thursday, March 5, 2020 at 9:00AM

Pre-proposal conference	Monday March 16, 2020 at 10:00AM
Submit all questions	Thursday, March 19, 2020 by 5:00PM
Proposals due	Monday, April 6, 2020 at 2:00 PM
Agreement executed by	Thursday April 30, 2020 EOD

The Town of Wareham reserves the right to waive any informalities, to accept or reject, in whole or in part any and all proposals, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Wareham is an affirmative action, equal opportunity owner/purchaser.

I. Summary of the Offer

This offer is for use of one of the buildings, known as the Pickling Building or Shearing Shed, at the Tremont Nail Factory on Elm Street. The building is in fair to poor condition and requires significant rehabilitation. The opportunity being presented is to establish a partnership; sharing resources for rehabilitation or renovation in exchange for rent reductions during the term of the lease.

The subject building is a one-story, 1,450 SF structure, built pre-1896 as a wood frame structure with a concrete slab foundation (See Appendix A). Significant modifications have been made to the building over the years. Most obvious is a small concrete block addition in the southeast corner, which was formerly a boiler room and later used to store drums of spent and virgin materials. Please see attached property description for further information on the property (See Appendix A).

The proposed building improvements should be in keeping with the historic designation for the property. A comprehensive study of the property and buildings in 2009 suggested that the building could be removed without impact on the historic integrity of the site because with all the modifications to it, the building has essentially lost its historic significance. However, because of the environmental conditions, new construction is highly regulated while renovation is less restricted. In addition, renovation of the building in the historic context for reuse would be in keeping with the vision adopted by the town (See Appendix B).

It is required that renovation for functional usage be concurrent with restoration of historic character and features. The character defining features that are to be incorporated into the buildings renovation include:

1. A rectangular footprint in approximately the same location
2. Gable roof facing the same direction
3. Shingle cladding
4. Exposed interior framing
5. Roof monitor replaced
6. Hopper and double hung windows

7. Sliding barn door at gable end
8. The building's relationship to adjacent buildings.

The expectation is that the proponent knowing what is needed for the tenancy, will present a concept for those building improvements that restore the building to an historic character that fits as an element of the factory complex. As an historic renovation the applicable building codes are anticipated to be less stringent but this must be confirmed with the town's Building Commissioner. The cost associated with the improvements is intended to be covered by a combination of grants, other public funds, and private funds. Private money to purchase materials and labor or volunteered labor and materials may be accountable as rent paid during the term of the lease, which is up to 5 years and is renewable.

Town participation in the project requires labor to be paid at prevailing wages materials will be according to market rates. Knowing that the town has limited funds, the proposal will minimize the requirement for town funds needed to create a successful project.

II. Submission Requirements

The proposal must be submitted with the original proposal forms, two (2) duplicate copies, and with an e-file of the whole proposal stored on a thumb drive. The proposal may be withdrawn or amended without prejudice between the time of submission and the time of opening. All bids amounts will be considered firm and may not be withdrawn for a period of no less than sixty (60) days from the date of opening, unless stated otherwise.

In lieu of a bid deposit and/or performance bond, the Town reserves the right to deem as not responsible and ineligible to conduct business with the Town for a period of two (2) years if same vendor:

1. withdraws a proposal between the time of the opening and the time of the award or sixty (60) days, whichever is less, and/or
2. fails if given an award to honor the terms of the award during the stated contract period.

Proposals shall be made in a sealed envelope clearly marked "**LEASE of 8 Elm Street Pickling Shed Wareham**" In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, proposals will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Wareham assumes no liability for proposals mistakenly opened due to improperly labeled envelopes and will be returned to the proposer without notice.

Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract and where applicable the corporate seal

must be affixed. Proposals “signed” by any way other than described here will be considered non-responsive.

Forms to be submitted include the attached forms, signed as required.

III. Contract Document

The contract documents will consist of all forms as attached hereto. In addition, the following documents will be included:

1. All submissions required by Section II. “Submission Requirements”
2. Any RFP addendum
3. Notification of Intent to Award
4. Contract/Lease Agreement
5. Any other documents by mutual agreement of the Town and successful bidder

IV. Term of Contract/Lease

It is anticipated that this lease will be awarded within sixty (60) days after the proposal opening. A copy of the lease is attached (See Appendix C).

The lease for the property located on 8 Elm Street Wareham, will be for a five (5) year period with possible five (5) year extensions.

As the Pickling Building is in very poor condition and does not contribute to the historic significance, a rent of \$2,000 per year is the minimum acceptable lease term.

All bids for this project are subject to applicable public procurement laws of M.G.L. Chapter 30B.

Prospective proposers requesting a change in or interpretation of existing specification or terms and conditions must deliver said request for change or interpretation **in writing** [email is acceptable] to the office of the Town Administrator no later than 4:00PM Monday, March 16, 2020.

Kenneth Buckland, Clerk
Redevelopment Authority
c/o Town Administrator
54 Marion Road, Wareham, MA 02571
(508) 291-3100 EXT. 3110
(508) 291-3124 FAX
administration@wareham.ma.us

V. Minimum Criteria

A RESPONSIVE proposal meets all of the following criteria:

- Answers all questions as may be required by this request for proposals.
- Executes and includes all forms and certifications required by Sect. II "Submission Requirements".
- Includes an original narrative statement addressing items 1 through 6 in section above.

A RESPONSIBLE proposer meets all the following criteria:

- Provides at least three (3) favorable references.
- Provides current financial information.
- Provides a detailed business plan.
- Identifies a financing mechanism with identified parties and sources for rehabilitation/renovation of the building

Each Responsive and Responsible proposal will be evaluated and ranked in accordance with the following criteria:

1. The Lessee shall state in writing as a portion of this proposal what he/she plans to include in a scope of work for the renovation of the building and the proposed method of financing the building renovation.
 - a. The highest ranking shall be for a plan that uses no public funds.
 - b. An adequate ranking shall be for a plan that includes both public and private resources.
 - c. The lowest ranking shall be for a plan that uses just public funds.
2. The Lessee shall state in writing as a portion of this proposal what he/she plans for maintaining the historic character of the building; specifically how the restored building will express the historic character of the rest of the Tremont Nail Factory complex district.
 - a. The highest ranking shall be for renovation that meets the Interior Secretary's Standards for Historic Renovations and is completed within one year.
 - b. An adequate ranking shall be for renovation that partially meets the Interior Secretary's Standards for Historic Renovations and is completed within two years.
 - c. The lowest ranking shall be for renovation that does not meet any of the Interior Secretary's Standards for Historic Renovations and is not completed within two years.

3. The Lessee shall state in writing as a portion of this proposal what he/she plans for use of the building.
 - a. The highest ranking shall be for a use that compares to the industrial history of the site and invites visitors.
 - b. An adequate ranking shall be for a plan that does not attract visitors but involves crafts.
 - c. The lowest ranking shall be for a use that does not attract visitors and does not involve crafts and/or production.

4. The Lessee shall state in writing as a portion of this proposal his/her levels of activity and hours of proposed operation.
 - a. The highest ranking shall be for a use that has regular open hours
 - b. An adequate ranking shall be for a plan that has irregular hours.
 - c. The lowest ranking shall be for a use that is open less than regular business hours

5. The Lessee shall state in writing as a portion of this proposal his/her intent to use the site for deliveries, parking and other outdoor space needs.
 - a. The highest ranking shall be for a use that only uses the immediate surroundings of the building
 - b. An adequate ranking shall be for a use that requires more than the immediate area around the building
 - c. The lowest ranking shall be for a use that requires much more than the immediate area around the building

6. The Lessee shall provide in writing a representative listing of his/her experience of his/her business, including the period of time the business has been in operation.
 - a. The highest ranking shall be for a business which has 5 or more years of operation.
 - b. An adequate ranking shall be for a business which has more than 1 but less than 5 years of operation.
 - c. The lowest ranking shall be for a business which has less than 1 year of operation.

7. The Lessee shall provide in writing a description of the background of the individual who will be responsible for the daily operation.
 - a. The highest ranking shall be for a principal who has 5 or more years of directly related experience.
 - b. An adequate ranking shall be for a principal who has more than 1 but less than 5 years of experience.
 - c. The lowest ranking shall be for a principal who has less than 1 year of experience.

8. The Lessee shall provide a business plan fully describing the business and financial projections.
 - a. The highest ranking shall be for a complete business plan
 - b. An adequate ranking shall be for an incomplete business plan.
 - c. The lowest ranking shall be for no business plan.
9. The Lessee shall describe the potential environmental and safety impacts and methods for mitigation and management of impacts.
 - a. The highest ranking shall be for a use with minimal environmental impact
 - b. An adequate ranking shall be for a use that may have environmental impact but could be mitigated.
 - c. The lowest ranking shall be for a use that has a significant environmental impact.

VI. Price Proposal

Each proposal shall include a Price Proposal. The Price Proposal will specify:

1. Rent, at a minimum of \$2,000 per year for first lease period and increasing as follows:
 - a. \$2,000/year first 5-year lease
 - b. \$3,000/year for second 5-year lease
 - c. \$4,500/year for third 5-year lease
 - d. \$7,000/year for fourth 5-year lease
2. Contribution of labor and/or materials specifically for renovation, and
3. Total rent for the period of the lease.

In addition, the tenant is expected to pay:

1. All utilities, which may be separately metered;
2. Personal property taxes on installed equipment;
3. Fees in accordance with Town By-Law or State Law.

The proposer is required to submit a price proposal stating the rent, contributions of labor and/or materials and any abatements desired. These will be subject to State and local laws and regulations.

VII. Pre-Proposal Conference

There will be a non-mandatory, pre-proposal conference Monday, March 16, 2020 at 10:00AM in Town Hall, 54 Marion Road, Wareham, Room 27.

VIII. Insurance

Commercial General Liability Insurance – Lessee is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage:

Contractual Liability - \$500,000 per occurrence
Premises Operation Liability - \$500,000 per occurrence
Independent Contractors Liability - \$500.00 per occurrence
Explosion, Collapse and Underground Property Damage
Personal Liability - \$500,000 per occurrence
Products Liability - \$500,000 per occurrence

Workmen’s Compensation Insurance – The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen’s Compensation Insurance Policies.

Coverage A – Massachusetts
Coverage B - \$500,000 per insuring agreement

The Town of Wareham is to be included as an additional insured under contractor’s policies of general liability insurance for claims arising out of the activities of the contractor, or anyone acting in conjunction with the contractor. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Town of Wareham Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Wareham in care of its Procurement Officer shall be given as least 30 days advance notice of cancellation, intent not to renew, or material change in coverage.

Bidder hereby agree to save and hold the Town of Wareham, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

IX. Affirmative Action

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the proposer to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in

hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

X. Assignment of Contract

The successful proposer shall not sell, assign, transfer, or parcel out the permit hereby granted, nor consent, allow, or permit any other person or party to use any part of the premises or spaces covered by this agreement; nor shall this agreement be transferred by operation of law, it being the purpose and intent of this agreement that the rights and privileges under this agreement are granted solely to the proposer named herein.

XI. Specifications

Lessee shall be responsible for all the utility payments including electricity, gas, water and sewerage for lease period beginning with the commencement of the lease.

Lessee shall maintain the outside of the building and surrounding land immediately around the building. This will include litter pickup.

Lessee shall obtain all applicable state and local permits required including obtaining a change of occupancy permit from the Inspection Department. The following names and numbers may be helpful:

Wareham Inspections Department	508-291-3100 EXT. 3190
Wareham Conservation Commission	508-291-3100 EXT. 6505
Wareham Health Department	508-291-3100 EXT. 3198
Wareham Fire District	508-295-2973

All exterior signs shall be in accordance with the Town of Wareham Zoning By-Laws and shall be approved by the Town Administrator.

Renovations to the structure must receive **written pre-approval** from the Town Administrator.

Lessee shall be responsible for payment of all taxes applicable to his/her business.

XII. Use Options

The use options are described in the zoning by-law. They include:

1. Light manufacturing including but not limited to jewelry, arts and crafts
2. Artists' studios and artists' cooperatives
3. Displays and sales of art, handcrafts, and local goods

4. Beer and malt beverage brewing
5. Entertainment/event space

Current Zoning of the parcel is Tremont Nail Factory Redevelopment Overlay district found online at www.wareham.ma.us.org . The zoning by-law is attached (See Appendix D).

XIII. Price Proposal

The Proposer above-mentioned declares and certifies:

1. That said proposer has carefully examined the instructions, schedules, drawings, and specifications.
2. No plead or mistake in an accepted bid shall be available to the undersigned proposer.
3. Proposed Rental and Building Rehabilitation Amounts:

A. Proposed duration of lease: _____

Yearly Rent for Building: \$_____

B. Rent Total for duration of lease: \$_____

C. Rehabilitation investment total \$_____

D. Total Amount Committed [B+ C]: \$_____

Written Total Amount Committed:_____

Signature of Authorized Representative

Name and Title (Print or Type)

Company Name and Address

Date

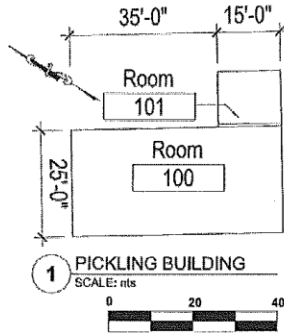
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Email

Corporate Seal Here (if applicable)

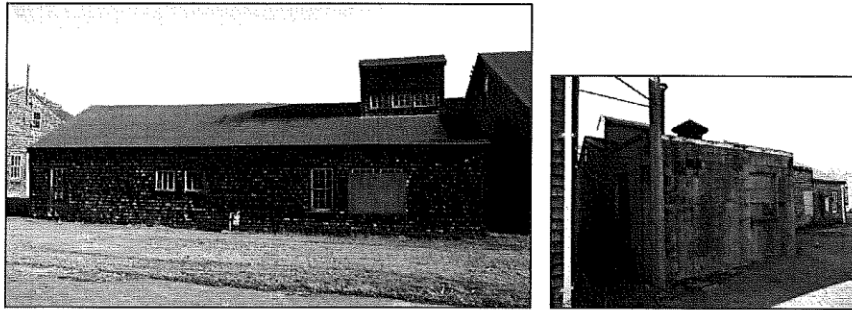
APPENDIX A Building Description

PICKLING BUILDING (SHEARING SHED), PRE-1896



The Pickling Building is a one-story, gable-roofed rectangular building measuring roughly 1,450 square feet in area with a monitor on the ridge at the south end. A small shed-roofed rectangular concrete block addition on the southeast corner measures roughly 15' x 13'. The building rests on a concrete block (CMU) foundation wall. The building has a concrete slab floor. The interior is largely open with exposed wall and ceiling framing.

The building has a weathered exterior but a relatively watertight interior.



Exterior

Roof

The gable roof is covered in three-tab asphalt shingles in *fair to good* condition. The tar and gravel roof on the addition is in *poor* condition with moss and plant growth.

Chimneys

A cylindrical metal chimney and chimney vent exit the roof of the addition.

Menders, Torrey & Spencer, Inc.
B-17

Flashing

Aluminum flashing on the gabled building is in *fair* condition. The gravel stop flashing on the tar and gravel roof is in *poor* condition. The openings trim is flashed at heads and sills.

Gutters and Downspouts

There are no gutters or downspouts.

Walls

Exterior walls of the gable-roofed building are wood shingles left to weather. Shingles are in *worn* condition and should be replaced on the west wall. The bottom three courses on the east wall are in *poor* condition and should be replaced. Shingles on the north and south walls are in *good* condition. The east wall of the concrete block addition is *worn*, covered in moss and has three full-height cracks. The north wall is also *worn* and mossy with black discoloration and a broken block. The broken blocks should either be replaced or epoxy grouted to prevent moisture infiltration and lessen the chance of expansion of the cracking.

Openings

There are 13 windows at the Pickling Building, including three on the west side of the monitor. All have a six lite pattern in either hopper or double hung configurations. Windows are wood with the exception of two steel windows in the addition. The overall condition of the windows is *worn*. All require paint and reglazing, and many require glass replacement and sash repair. One window sash should be completely rebuilt. The metal windows are badly rusted. Four windows are boarded over.

The Pickling Building has three doors, including a 12' sliding barn door at the north elevation, a 12' steel overhead door with a shallow raised shed roof on the east side, and a door at the north side of the addition. The wood doors are *worn to fair* and require painting and various levels of repair. Operation of all doors was not confirmed, but it is strongly likely that they will require hardware adjustment to open and close smoothly.

Trim

All trim on the Pickling Building is wood and requires painting. Half the sills and window casings, and the bottoms of six corner boards, should be replaced. In general the trim is in *worn to fair* condition.

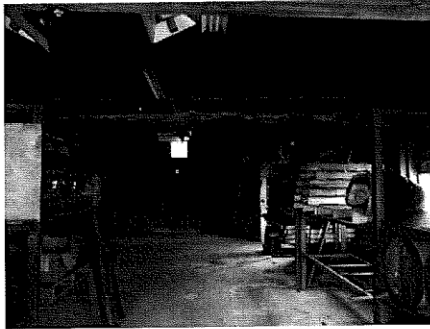
Foundation

The concrete foundation is cracked in places and is in *fair* condition.

Interior

Room 100

This room contains machinery, storage furniture, manufacturing supplies, and control boxes. The open-framed room shows no visible leaks.



Framing

The room is stick 4"x 4" framing with diagonal bracing, 3" x 6" rafters, and tongue and groove roof sheathing. The condition of the framing is generally *poor*. Please see the Coastal Engineering structural report for a more detailed description of condition.

Insulation

There is no insulation.

Openings

See the exterior description for wood window conditions.

Finishes

There are no ceiling or wall finishes. The floor is undressed concrete slab in *fair* condition with cracks that should be sealed.

Room 101

This small addition, used for painting, is vented through the roof.

Framing

The room is constructed of CMU (concrete block). See the exterior condition description regarding cracking of the blocks.

Insulation

There is no insulation.

Openings

See the exterior description for steel openings condition. There is no interior trim work at the openings.

Finishes

The ceiling has no finish. The walls are painted CMU. The concrete floor has no finish and is in *fair* condition with cracks that should be sealed.

Overall

Mechanical, Electrical and Plumbing

- Plumbing
 - No usable fixtures.
- Heating and cooling
 - Gas-fired infra red heating systems not ventilated per code
 - No cooling.
- Electrical Systems
 - Older, non-code compliant.
 - Loose and uncovered wiring.
 - Inefficient fluorescent lamps.
- Detection Systems
 - Smoke and heat in place with adequate coverage
 - No intrusion system evident.
- Suppression Systems
 - No sprinklers
 - No observed extinguishers.

Structure

The Pickling Building structure is *poor* and currently unsuitable for active use. The foundation, sills, wall framing, and roof framing require reinforcement.

Pickling Building: Character Defining Features

- Rectangular plan
- Gable roof
- Shingle cladding
- Exposed interior framing
- Roof monitor
- Six-lite hopper and double-hung windows
- Sliding barn door pair at gable end
- Proximity to Packaging Building and Nail Factory Building.

Significance – May Be Retained or Removed

This building has been greatly altered since first constructed and has seen several uses. It first appears on Sanborn maps in 1896 and half of the building on the map was labeled store house. That section was demolished by 1912. In the 1930s or 40s the surviving portion of the building became the pickling room. It is possible that the concrete block addition was built about the same time. The acid cleaning process for steel was supplanted by a newer aggregate peening method in the 1970's and the pickling operation moved to the Steel Building. Shearing (essentially cutting steel plate to sizes needed by the nail making process) was still done at the "Pickling Building".

Of the extant buildings on site, this is probably the most significantly altered. Its historic integrity stretches back only to the 1970s, when it was assigned its final use as the shearing shed.

Recommended Action

The Pickling Building is in the worst condition of the extant buildings at the factory complex. It is a small size building, but requires extensive structural work to stabilize for any use. The building served multiple functions over time and was accordingly altered, but the expense of restoring the extant building may not be warranted given its altered condition.

Step 1: Stabilize to Preserve

End any uses of the building for storage and supplement existing structure with rough framing and diagonal bracing. Make necessary envelope repairs and repair windows and trim. Maintain envelope until time suitable for Step 2.

Wall shingles	\$5,600
Lumber Shoring	\$2,500
Windows (13)	\$3,750
Trim repair	\$2,400
<u>Paint trim</u>	<u>\$2,400</u>
Total	\$15,650

Step 2: Disassemble

As funds are available, disassemble structure and retain and store historic elements such as openings and salvageable heavy timber for use in reconstruction. Remove block addition.

Disassemble wood frame	\$12,500
<u>Demolish block addition</u>	<u>\$1,500</u>
Total	\$14,000

Step 3: Reconstruct

This step is purely optional. The reconstruction would be up to code and could have interior elements designed at any of the rehabilitation levels. At a later date reconstruct on new footings with framing up to code. Install new electrical. Ideal storage space for items not requiring climate control. Large doors would allow easy retrieval of bulky items or even a vehicle.

Reconstruct wood frame Pickling Building	\$217,500
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At any step:

Consider gutter and downspout installation and coordination with site water management to control roof run-off and impact on the river, wet lands and paved area.

TREMONT NAIL FACTORY VISION PLAN

FINAL REPORT

AUGUST 25, 2017



WAREHAM
Massachusetts



MASSDEVELOPMENT



UNION STUDIO
ARCHITECTURE & COMMUNITY STRATEGISTS



APPENDIX C. DRAFT LEASE

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (the "**Lease**") is made as of the date first set forth below by and between [**The Town of Wareham**], a Massachusetts [Entity], whose address is Town Hall 54 Marion Road, Wareham 02571 (the "**Landlord**"), and _____, whose address is _____ (the "**Tenant**").

FUNDAMENTAL LEASE PROVISIONS

The provisions below shall be referred to in this Lease as the "**Fundamental Lease Provisions**." Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings listed in the Fundamental Lease Provisions.

Property: 8 Elm Street, Wareham, MA 02571

Commencement
Date:

Landlord: Town of Wareham

Tenant:

Leased
Premises: The land, driveways, sidewalks, parking areas, service areas and landscaped areas located thereon, and all appurtenances associated therewith and legally described in Exhibit A attached hereto (the "**Land**", and the Land and Building together being the "**Leased Premises**")

Basic Improvements: "**Basic Improvements**" shall be made to the Leased Premises, which include both restoration of the building in the historic character and building code compliance for the intended use. All of the Basic Improvements shall be complete within one year after the Commencement Date.

Initial Term: Five (5) Lease Years, commencing on the Commencement Date

Renewal
Options: Three (3) renewal options of five (5) years each, as described
in Section 1.04 hereof, subject to compliance with applicable
law

Initial Base Rent: To be calculated and adjusted pursuant to Section 2.01 below.

Operating
Expenses: Tenant is responsible for 100% of Operating Expenses (as
defined in Section 2.03)

Use of
Leased
Premises: Tenant to occupy the Building as sole tenant. Tenant to use
the Leased Premises for _____ as well as
other activities Tenant reasonably chooses to pursue and
receives licensure for at the site, including but not limited
_____, and all lawful uses incidental to such uses.

[Remainder of page left intentionally blank.]

ARTICLE I. GRANT OF LEASE; TERM

Section 1.01 Grant of Lease. In consideration of the payments of rent and other amounts to be made by the Tenant and the covenants and conditions to be kept and performed by the Tenant, all as hereinafter set forth, the Landlord leases the Leased Premises and the Personal Property to the Tenant.

Section 1.02 Initial Term. The "**Initial Term**" shall be as set forth in the Fundamental Lease Provisions.

Section 1.03 Lease Year. "**Lease Year**" means each twelve (12) month period, beginning with the Commencement Date, and each yearly anniversary thereof, provided, that if the Commencement Date is not the first day of a calendar month, the Term of this Lease shall be extended by the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs. All occupancy of the Leased Premises and use of the Personal Property by Tenant prior to the Commencement Date shall be in accordance with and subject to all of the terms and conditions of this Lease.

Section 1.04 Renewal Options. Provided the Tenant is not in default under this Lease, and subject to applicable law, the Tenant shall have an option to renew the Initial Term for the successive five [5] year periods described in the Fundamental Lease Provisions (each, a "**Renewal Term**"). Tenant shall notify Landlord at least ninety (90) days prior to end of each Renewal Term by delivery in writing of notice of intent to renew. Except as otherwise set forth in Section 4.01(c) below, the same terms and conditions of this Lease shall apply during any Renewal Term, including the rent adjustments described in Section 2.02 below. The Initial Term, as it may be extended by a Renewal Term shall be hereinafter referred to as the "**Term**."

ARTICLE II BASE RENT AND OTHER PAYMENTS

Section 2.01 Base Rent.

(a) Rent Commencement Date. Tenant shall commence paying Base Rent (defined below) on the date (the "**Rent Commencement Date**") on the day after the date the Licensing Period expires.

(b) Base Rent. Monthly base rent ("**Base Rent**") shall be as follows:

\$ per year.

Base Rent for the Renewal Term shall be \$ per year.

(c) Due Dates for Base Rent. The Tenant shall pay the Landlord monthly installments of Base Rent in advance, commencing on the Rent Commencement

Date and continuing on the first day of each calendar month during the Term. If the Rent Commencement Date is a day other than the first day of a calendar month, the Tenant shall, on the Rent Commencement Date, pay the Landlord a fraction of the Base Rent equal to the number of days remaining in such month divided by the total number of days in such month.

Section 2.02 Operating Expenses.

(a) Tenant's Obligation for Improvements. Tenant agrees to pay \$_____ in labor and materials for improvements to the building to make the structure code-compliant for operation of the proposed use. All costs for Building Improvements under this Lease, other than Base Rent, is designated "**Obligatory Improvements.**"

(b) Definition of Operating Expenses. "**Operating Expenses**" means all costs and expenses of operating, repairing, and maintaining the Building and the driveways, sidewalks, parking areas, service areas and landscaped areas located on the Land, including without limitation, (i) real and personal property taxes and assessments imposed upon the Building, the Land and other improvements on the Land, (ii) utilities (including light, heat, air-conditioning, electricity, water and sewage), (iii) such amount of any tax which the Landlord is required to pay or reimburse as a result of the same being imposed or levied upon the Landlord or the Building, (iv) insurance premiums for any insurance carried by Landlord pursuant to this Lease and applicable to the Land, Building, (v) license, permit or inspection fees, except in connection with the Landlord's Work (defined below), (vi) removal of snow, ice, rubbish, dirt and debris, (vii) all costs of maintaining lighting facilities, (viii) materials, supplies and services, and sales and use taxes on supplies and services, (ix) the cost of trash removal, and (x) any other expense or charge, whether or not mentioned in this Lease, which would be considered as an expense of managing, maintaining, leasing, operating or repairing the Building or Land.

Section 2.03 Place and Manner of Payment. The Tenant shall make all payments of Base Rent, and all other payments due the Landlord under this Lease at the Landlord's address set forth in the preamble, or at such other place as the Landlord may designate to the Tenant by written notice. The Tenant shall make such payments in whatever form or forms it is able, pursuant to such delivery procedures as Landlord and Tenant may mutually agree upon. To the extent possible, except as expressly provided herein, the Tenant shall pay all Operating Expenses for which it is responsible under Section 2.02 directly to the third party service provider or authority. Landlord shall provide copies to Tenant of all bills, invoices, or statements for any Operating Expenses billed to Landlord within five (5) business days of Landlord's receipt thereof. Tenant shall not be responsible for any late payment fees or interest due for late payments as a result of Landlord's failure to timely deliver any such bills, invoices, or statements to Tenant.

Section 2.04 Late Charges. If any installment of the Base Rent, or any other payment provided for under this Lease which is payable by the Tenant is not received by the Landlord within five (5) days after the date when due, the Tenant shall immediately pay the Landlord an amount equal to five percent (5%) of the overdue amount as a late charge (the "**Late Charge**"). The Landlord and the Tenant agree that the Late Charge represents a fair and reasonable estimate of the costs that the Landlord will incur by reason of any such late

payment by the Tenant. Acceptance of the Late Charge by the Landlord shall not constitute a waiver of the Tenant's default with respect to the overdue amount, nor prevent the Landlord from exercising any other rights and remedies available to the Landlord under this Lease.

Section 2.05 Interest on Overdue Amounts. The Base Rent, and all other amounts due the Landlord under this Lease which are not paid when due shall bear interest at a per annum rate (the "**Default Rate**") equal to the "prime rate" (or substantial equivalent) published from time to time in *The Wall Street Journal* plus five percent (5%), from the date that is ten (10) days from the date such amount was due until paid; provided, however, that if such rate shall exceed the lawful rate of interest which the Landlord is entitled to charge under applicable state law, then the per annum rate of interest on any such overdue amounts shall be the maximum rate permitted by such law.

Section 2.06 Advances by Landlord. In the event that the Tenant shall fail to timely pay any amount due the Landlord under this Lease other than Base Rent, the Landlord, at its option, may advance such payment. The Tenant shall pay the Landlord the amount of any such advance, together with interest thereon at the rate specified in Section 2.05 above from the date that is the later of: (a) the date of such advance by the Landlord; or (b) the date that is thirty (30) days from the date such amount was due from Tenant, until repayment thereof by the Tenant. The Tenant shall make such repayment not later than the first day of the calendar month following the date of such advance.

Section 2.07 Rent Net to Landlord. Except as otherwise set forth herein, this is a net Lease and the rent and all other sums payable hereunder by Tenant shall be paid without setoff, counterclaim, recoupment, abatement, suspension or deduction. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the term hereof, nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of rent hereunder, except as otherwise expressly provided in this Lease, nor shall the obligations of Tenant under this Lease be affected by any interference with the Tenant's use of the Leased Premises not within Landlord's control. It is the intention of the parties hereto that Tenant's obligations hereunder shall be separate and independent covenants and agreements, that the annual Base Rent, Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable, except as expressly provided herein, and that the obligations of Tenant hereunder shall continue unaffected.

ARTICLE III

USE, CARE AND OCCUPANCY OF THE LEASED PREMISES

Section 3.01 Environmental Compliance. The Tenant hereby agrees that:

(a) The Tenant shall, at its sole cost and expense at all times during the Term, comply in all respects with the Relevant Environmental Laws in its use and operation of the Leased Premises.

(b) The Tenant shall not use the Leased Premises for the purpose of storing any Hazardous Substance except in full compliance with the Relevant Environmental Laws and other applicable law, and shall not cause the release of any Hazardous Substance.

(c) The Tenant shall notify the Landlord promptly and in reasonable detail in the event that the Tenant becomes aware of or suspects (i) the presence of any Hazardous Substance on the Leased Premises (other than any Permitted Hazardous Substance), or (ii) the presence of a violation of the Relevant Environmental Laws on the Leased Premises.

(d) If the Leased Premises are used or maintained by Tenant so as to subject the Tenant or the Landlord of the Leased Premises to a claim of violation of the Relevant Environmental Laws, the Tenant shall immediately cease or cause cessation of such use or operations and shall remedy and fully cure any violations of Relevant Environmental Laws arising from Tenant's activities at, or use of, the Leased Premises at its sole cost and expense.

(e) At its sole cost and expense, the Tenant shall (i) immediately pay, when due, the cost of compliance with the Relevant Environmental Laws pertaining to Tenant's use of the Leased Premises or Tenant's use of Hazardous Substances at the Leased Premises, and (ii) keep the Leased Premises free of any liens imposed pursuant to the Relevant Environmental Laws arising from or related to Tenant's use of the Leased Premises or Tenant's use of Hazardous Substances at the Leased Premises. The Tenant shall, at all times, use, handle and dispose of any Permitted Hazardous Substance in a commercially reasonable manner and in compliance with the Relevant Environmental Laws and applicable industry standards. The Tenant shall cooperate with the Landlord in any program between the Landlord and any governmental entity for proper disposal and/or recovery of any Permitted Hazardous Substance.

(f) Tenant shall dispose, according to the Mandates, all unused inventory, refuse and scrap materials.

(g) The Tenant shall indemnify, save and hold the Landlord harmless from and against any claim, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any violation of the covenants of the Tenant contained in this Section 3.02 by the Tenant, or out of any violation of the Relevant Environmental Laws by the Tenant, its owners, employees, agents and contractors.

(h) In the event that the Tenant fails to comply with the any of the foregoing requirements of this Section 3.02, after the expiration of the cure period permitted under the Relevant Environmental Laws, if any, the Landlord may, but shall not be obligated to, exercise its right to do one or more of the following: (i) elect that such failure constitutes an Event of Default (as defined in Section 7.01 below); and (ii) take any and all actions, at the Tenant's sole cost and expense, that the Landlord deems necessary or desirable to cure any such noncompliance. Any costs incurred by the Landlord pursuant to this subsection 3.02(h) shall become immediately due and payable by the Tenant without notice and with interest thereon from the date incurred at the Default Rate.

Capitalized terms used in this Section 3.02 and not otherwise defined herein shall have the following meanings:

"Hazardous Substance" means any of the following as defined by the Relevant Environmental Laws: solid wastes; medical or nuclear waste or materials; toxic or hazardous substances, petroleum products or derivatives, wastes, or contaminants (including, without limitation, polychlorinated biphenyls ("**PCBs**"), paint containing lead, and urea-formaldehyde foam insulation; and discharges of sewage or effluent.

"Permitted Hazardous Substance" means any Hazardous Substance which is necessary and commercially reasonable for the provision of any service related to the use of the Leased Premises permitted hereunder, including, without limitation, silver nitrites and certain radioactive isotopes used for diagnostic imaging.

"Relevant Environmental Laws" means all applicable federal, state and local laws, rules, regulations, orders, judicial determinations, and decisions or determinations by any judicial, legislative or executive body of any governmental or quasi-governmental entity, as they may be amended from time to time, whether presently existing or hereinafter enacted, adopted or ordered with respect to: (a) the existence on, discharge from or to, or removal from all or any portion of the Land of any Hazardous Substance; and (b) the effects on the environment of all or any portion of the Land (including, without limitation, any wetlands located on the Land) or of any activity now, previously, or hereafter conducted on the Land.

Section 3.02 Care of Leased Premises. The Tenant shall not perform any acts or carry on any practices within the Leased Premises which may damage the Leased Premises or the Building. The Tenant, at its sole cost and expense, except as otherwise set forth in this Lease, shall keep the Leased Premises in good condition and repair and shall not make any alterations, additions or improvements to the Leased Premises without the Landlord's written consent.

Section 3.03 Quiet Enjoyment Upon timely payment of all amounts due the Landlord under this Lease and performance of the covenants and agreements herein contained, in the manner and at the time set therefor, the Tenant shall, and may peacefully and quietly have, hold and occupy the Leased Premises during the Term and Landlord shall defend Tenant against any disturbance thereof.

ARTICLE IV. BUILDING MAINTENANCE, and SERVICES

Section 4.01 Maintenance and Repair.

(a) Tenant's Obligatory Improvements. Prior to Term, Tenant shall be responsible, for performance of all maintenance, repairs, and replacements pertaining to the Leased Premises, at its sole expense, including but not limited to, performance of capital repairs or replacements that are agreed to. This shall include, but not be limited to, maintaining and repairing the structural components, roof, foundation, walls, mechanical systems, equipment, and fixtures at the Leased Premises in a good and clean operating condition, maintaining and repairing all doors, windows, plate glass and Building fronts in good order, condition and repair including, without limitation, the heating unit, fixtures, equipment, air conditioning equipment, electrical fixtures and equipment, electrical installations, plumbing and plumbing equipment and fixtures, all interior painting and decorations of every kind. Tenant shall also be responsible for trash pick-up and janitorial service. Tenant shall keep and maintain the Leased Premises in a clean, sanitary and safe condition and shall comply with all Mandates and all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction at Tenant's sole cost and expense. Tenant shall also maintain and repair all parking lots, lawns, sidewalks, landscaping, and be responsible for all snow, ice, rubbish, dirt and debris removal, and keep all such areas in good repair, at Tenant's sole cost. Tenant's obligation to maintain and repair shall require Tenant to pay all costs and expenses of every kind and nature required to operate, manage, equip, clean, police and protect, light, landscape, heat, insure, repair, replace and maintain the Leased Premises.

(b) Landlord's Right to Perform. If Tenant refuses or neglects to commence and to complete repairs required by it under this Lease promptly and adequately, Landlord may enter the Leased Premises, but shall not be required to do so, to make and complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand.

Section 4.02. Taxes.

(a) Tenant shall be responsible and pay for all real property taxes and special assessments upon the Leased Premises (including taxes assessed upon the Tenant's leasehold interest in the Leased Premises, the Building and the Land) and the personal property taxes assessed upon Tenant's personal. Tenant shall pay Landlord monthly, in addition to and along with payments called for in Section 2.01 of the Lease, an amount equal to one-twelfth (1/12) of the estimated annual real property taxes and assessments on the Leased Premises. Landlord shall then pay the real property taxes when they become due. Adjustment in the monthly payments may be made to account for changes in the tax rate or increase in assessments. In the event of any of those changes, Landlord may then adjust the monthly payments by an amount sufficient to accumulate the amount required to pay the taxes and assessments on their next due date. Landlord shall give written notice to the Tenant of any adjustments in the monthly payments for the real property taxes. Following receipt of the notice, beginning with the next succeeding monthly payment, the Tenant shall pay to the Landlord the new amount. If the amount accumulated by the Landlord shall ever be insufficient to make a payment required by a taxing authority, then the Landlord shall give

written notice of the amount of the shortage to the Tenant and the Tenant shall immediately forward that amount to the Landlord.

(b) Tenant shall pay all taxes for any personal property owned by the Tenant which become due and payable during the term of this Lease before they become subject to penalties.

Section 4.03. Utilities.

(a) The Tenant shall pay when due all charges for utilities provided to the Leased Premises during the term of this Lease, including, without limitation, gas, electricity, light, heat, power, water, sewer, and telephone or other communication services and shall cause the utilities to be placed into the Tenant's name as of the Commencement Date. The Tenant shall furnish to the Landlord receipts or other satisfactory proof of payment of such charges upon demand by the Landlord.

(b) The Landlord shall not be liable for any failure of water supply, electric current or other utility, for injury to persons, including death, or damage to property, or for interference with light or other easements, however caused.

Section 4.04 Alterations and Improvements. The Tenant shall make permanent and temporary alterations, additions, changes and improvements ("**Improvements**") on or to the Leased Premises with the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If the Landlord consents to such Improvements by the Tenant, the Tenant shall pay the cost of such Improvements, and before commencement of the work or delivery of any materials to the Leased Premises or Building, the Tenant shall furnish the Landlord with the following: (a) plans and specifications, (b) names and addresses of all contractors, (c) copies of contracts, (d) necessary permits, (e) indemnification of the Landlord in form and amount satisfactory to the Landlord against any and all claims, loss, costs, damages, liabilities, and expenses which may arise in connection with such Improvements, and (f) certificates of insurance from all contractors performing labor or furnishing materials insuring the Landlord, in such amounts as Landlord shall reasonable determine, against any and all liabilities which may arise out of such Improvements. All Improvements shall be installed in a good, workmanlike manner and only new high-grade materials shall be used. Whether the Tenant furnishes the Landlord the foregoing or not, the Tenant shall hold the Landlord harmless from and against any and all liabilities of every kind and nature which may arise out of or be connected with said Improvements. Upon completing any Improvements, the Tenant shall furnish the Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used in or for such Improvements. All Improvements shall comply with all insurance requirements and with all ordinances, regulations and requirements of all federal, state, and local statutes and regulations of the State of Massachusetts and any department thereof. The Tenant shall permit the Landlord to supervise construction operations in connection with Improvements, if the Landlord requests to do so. All Improvements, hardware, non-trade fixtures, and all improvements, temporary or permanent, in or upon the Leased Premises, whether placed there by the Tenant or the Landlord, shall, become the property of the Landlord and shall remain upon

the Leased Premises at the termination of this Lease, by lapse of time or otherwise. The Tenant reserves the right to remove all trade fixtures installed by the Tenant.

Section 4/05 Compensation for Improvements. Compensation for the value of Improvements that restore the Building for use will be determined prior to installment and may be compensated in the cost of Base Rent over the period of the Lease, as agreed to by Tenant and Landlord.

Section 4.05 Liens and Encumbrances. Tenant shall not create or permit to be created, nor allow to remain, and will promptly (within fifteen (15) days following receipt of notice of the lien) discharge or bond over, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises or any part thereof or upon Tenant's leasehold interest therein, except such as are created by Landlord or Landlord's mortgagee(s).

ARTICLE V. CONDITION OF LEASED PREMISES

Section 5.01 Condition of Leased Premises. Prior to Tenant's occupancy of the Premises, Landlord and Tenant shall agree on Improvements to the Leased Premises, sufficient for taking possession. The taking of possession of the Leased Premises by the Tenant shall be conclusive evidence that the Tenant accepts the same "as is" and that the Leased Premises and the Building were in satisfactory condition at the time possession was taken.

Section 5.02 Removal of Improvements and Equipment. Upon expiration or earlier termination of this Lease, Tenant shall (if requested by Landlord) promptly remove all or any portion of any improvements or alterations made by or through Tenant from the Leased Premises, repair any damage to the Leased Premises and/or the Building caused by such removal, and restore the Leased Premises and the Building to a condition reasonably acceptable to Landlord. If Landlord does not request Tenant to remove such items, title to such items (including, without limitation, any and all equipment installed at the Leased Premises) shall automatically vest in Landlord as of the expiration or earlier termination of this Lease. Tenant shall indemnify, defend, and save harmless Landlord, Landlord's officers, directors, members, shareholders, agents and employees against and from any liability or claim thereof (including, but not limited to, actual reasonable attorneys' fees and costs) whether for injury to persons, including death, or damage to property arising out of Tenant's construction, furnishing or installation in the Leased Premises of any improvements, alterations, additions, trade fixtures, equipment, or furnishings.

ARTICLE VI. INSURANCE; INDEMNIFICATION; DAMAGE TO OR CONDEMNATION OF THE LEASED PREMISES

Section 6.01 Fire Insurance on Building. Landlord shall maintain fire and extended coverage insurance covering the Building. Tenant shall pay Landlord monthly, in addition to and along with payments called for in Section 2.01 of the Lease, an amount equal to one-twelfth (1/12) of the annual premium of the fire and the extended coverage insurance policy for the Premises. Landlord shall then pay the fire and extended coverage insurance

premiums when they become due. Adjustment in the monthly payments may be made to account for any announced change in premium rates made by the company which issues the insurance policies. In the event of any of those changes, Landlord may then adjust the monthly payments by an amount sufficient to accumulate the amount required to pay the insurance premiums on their next due date. Landlord shall give written notice to Tenant of any adjustments in the monthly payments for extended coverage insurance. Following receipt of the notice, beginning with the next succeeding monthly payment, Tenant shall pay to Landlord the new amount. If the amount accumulated by Landlord shall ever be insufficient to make a payment required for an insurance premium, then Landlord shall give written notice of the amount of the shortage to Tenant and Tenant shall immediately forward that amount to Landlord.

Section 6.02 Fire Insurance on Tenant's Improvements and Personal Property. Tenant shall maintain, at its expense, its own fire and extended coverage insurance with respect to its personal property kept upon the Leased Premises and with respect to all partitioning, fixturing, wall and floor coverings, and decorations in the Leased Premises, which insurance shall be in an amount not less than the full replacement cost of said property, adjusted annually, and shall reflect Landlord as an additional insured and loss payee.

Section 6.03 Liability Insurance. Tenant shall maintain, at its expense, a comprehensive general liability and/or umbrella insurance policy for bodily injury and property damage in the amount of at least Two Million Dollars (\$2,000,000.00) per single occurrence, and Five Million Dollars (\$5,000,000.00) in the aggregate. The policy shall name Landlord and Landlord's mortgagee, if any, as additional insureds and loss payees. Upon request of Landlord from time to time, Tenant shall increase the amount of its insurance policy to remain consistent with the coverage limits maintained by tenants of other real estate developments similar to the Building and operations similar to that of Tenant in the Massachusetts area. The foregoing insurance required of Tenant may be provided as a part of any umbrella insurance policy carried by Tenant or any affiliate of Tenant, so long as the Leased Premises are designated in such policy.

Section 6.04 Worker's Compensation Insurance; Business Interruption Insurance. Tenant shall maintain, at its expense, a policy of worker's compensation insurance as required by law and business interruption insurance in an amount sufficient to allow Tenant to continue to pay all rent during times that it cannot conduct business, such as a result of a casualty.

Section 6.05 Insurance Carrier. All insurance maintained by Tenant shall be placed with responsible insurance companies qualified to do business in the Commonwealth of Massachusetts and shall provide that such insurance may not be canceled unless Landlord is notified in writing fifteen (15) days prior to such cancellation.

Section 6.06 Landlord's Right to Cure. If Tenant fails to maintain or keep in effect the insurance coverage provided in this Article, Landlord may, but shall not be obligated to, purchase such insurance and the cost thereof shall be considered Additional Rent immediately payable by Tenant.

Section 6.08 Insurance Risks. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the non-standard high risk policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease with respect to fire and extended coverage insurance which may be carried by Landlord on the Leased Premises or on the Building, resulting from the type of business carried on or the type of articles kept, used, sold or offered for sale at the Leased Premises, whether or not Landlord has consented to the same.

Section 6.09 Indemnification. Tenant shall indemnify and hold the Landlord harmless during the Term from and against any and all liability, damages, expenses, fees, penalties, causes of action, suits, costs, legal fees, claims or judgments (collectively "**damages**") arising from Tenant's default or breach of its obligations hereunder, from Tenant's use of the Leased Premises, or from injury to persons or property occasioned by any act or acts, omission or omissions of Tenant, its agents, servants, contractors, employees, visitors, invitees or licensees, occurring in, within the Building, Leased Premises, and Land. Such indemnity shall include any costs incurred by the Landlord in connection with such liability, including, without limitation, reasonable attorneys' fees and disbursements. Subject to the terms of Section 7.07 above, Landlord shall indemnify and hold the Tenant harmless during the Term from and against any and all damages arising from Landlord's default or breach of its obligations hereunder, or from injury to persons or property occasioned by any act or acts, omission or omissions of Landlord, its agents, servants, contractors, employees, visitors, invitees or licensees, occurring in, within the Building, Leased Premises, and Land. The indemnification obligations under this Lease shall survive the termination or expiration of this Lease.

Section 6.10 Damage to the Leased Premises.

(a) If Landlord reasonably determines that less than twenty-five percent (25%) of the Leased Premises are damaged, and Landlord shall repair and restore the Leased Premises to substantially the same condition prior to such casualty within one hundred twenty (120) days of the event of casualty. There shall be no abatement of Base Rent or Additional Rent. If Landlord fails to timely restore the Leased Premises as required under this subsection, and such failure prevents Tenant from conducting any operations at the Leased Premises, Tenant shall have the right to terminate this Lease upon giving written notice to Landlord of such termination.

(b) If the Landlord reasonably determines that twenty five percent (25%) or more of the Leased Premises becomes untenable by reason of fire or other casualty, which determination shall be made and written notice thereof given to the Tenant within thirty (30) days of such fire or other casualty, or that repair and restoration of the damage will exceed two hundred ten (210) days then either Landlord or Tenant may, within thirty (30) days after Landlord's renders its determination of the time required for restoration, give the other party written notice of its election to terminate this Lease, in which event this Lease shall terminate effective as of the date of such fire or casualty. In the event that neither party elects to terminate this Lease pursuant to this subsection, then Landlord shall restore the Leased Premises to substantially the same condition prior to such casualty within two hundred ten (210) days. There shall be no abatement of Base Rent or Additional Rent.

If the Landlord fails to timely restore the Leased Premises as required under this subsection, and such failure prevents Tenant from conducting any operations at the Leased Premises, Tenant shall have the right to terminate this Lease upon giving written notice to Landlord of such termination.

(c) In the event the Lease is not terminated after any casualty, and repair or restoration activities undertaken by Landlord require the removal of the Tenant's property, including furniture and trade fixtures or equipment which might otherwise impede or obstruct the repair or restoration of the Leased Premises, the Landlord shall have the right, at the Tenant's sole cost and expense, to remove, store and replace (after completion of such repairs or restoration) such furniture, trade fixtures and equipment on behalf of the Tenant. The Tenant shall pay the Landlord the cost of any such removal, storage or replacement, in whole or in part, within ten (10) days after receipt of an invoice therefor from the Landlord. The failure of the Tenant to pay any such invoice within such ten (10) day period shall constitute an advance by the Landlord to the Tenant in the amount of such invoice, payable by the Tenant pursuant to Section 2.06 hereof.

(d) Notwithstanding anything contained in this Section 6.10 to the contrary, in the event: (i) any mortgagee of the Building shall not allow Landlord to use adequate insurance proceeds to repair or restore the Building or the Leased Premises; or (ii) the Lease is in the last twelve (12) months of its Term, then either Landlord or Tenant may terminate this Lease by notifying the other in writing of such termination.

(e) In the event of any termination of this Lease in accordance with this Section 7.10, the Lease shall terminate, be of no further force or effect, and the parties hereto shall have no further obligations or liabilities to one another under the terms of this Lease, except for such provisions expressly stated to survive the termination of this Lease.

Section 6.12 Condemnation.

(a) In the event that the entire Leased Premises is taken by any public authority under the power of eminent domain or sold for public or quasi-public use in lieu of condemnation, then the term of this Lease shall cease as of the effective day of such taking. The Tenant shall pay the Landlord the Base Rent, Additional Rent and Operating Expense up to the effective day of such taking.

(b) In the event that the Landlord reasonably determines (which determination shall be set forth in a written notice from the Landlord to the Tenant given within thirty (30) days after a final determination that such taking or sale will occur) that less than all, but twenty-five percent (25%) or more, of the area of the Leased Premises is taken under eminent domain or sold for public or quasi-public use in lieu of condemnation, either party hereto shall have the right to terminate this Lease by giving the other written notice thereof to the other within ten (10) days after the date of such notice. In the event that either Landlord or Tenant so elects to terminate this Lease, the Tenant shall immediately pay the Landlord the Base Rent, Additional Rent and the Operating Expense up to the effective day of such taking. In the event neither party elects to terminate this Lease, the Tenant shall continue in possession of the remainder of the Leased Premises, and all of the terms and conditions of this Lease shall continue in full force and effect, except that the Base Rent

shall be reduced in proportion to the area of that portion of the Leased Premises taken, and the Landlord, at its own cost and expense, shall make all repairs or alterations to the Building necessary to constitute the remainder of the Leased Premises a complete architectural unit substantially similar, excepting size, to the Leased Premises before such taking.

(c) In the event that the Landlord reasonably determines (which determination shall be set forth in a written notice from the Landlord to the Tenant given within thirty (30) days after a final determination that such taking or sale will occur) that less than twenty-five percent (25%) of the area of the Leased Premises is taken under eminent domain or sold for public or quasi-public use in lieu of condemnation, the Tenant shall continue in possession of the remainder of the Leased Premises, and all of the terms and conditions of this Lease shall continue in full force and effect, except that the Base Rent shall be reduced in proportion to the area of that portion of the Leased Premises taken, and the Landlord, at its own cost and expense, shall make all repairs or alterations to the Building necessary to constitute the remainder of the Leased Premises a complete architectural unit substantially similar, excepting size, to the Leased Premises before such taking.

(d) All damages awarded for any taking under the power of eminent domain or as consideration for a sale in lieu of condemnation, whether for all or a part of the Leased Premises, shall belong to and be the property of the Landlord, except for any losses attributable to the loss of Tenant's leasehold estate, Tenant's relocation or moving expenses, or damage, removal, or destruction of Tenant's property

(e) In the event the Lease is not terminated, and repair or restoration activities undertaken by Landlord require the removal of the Tenant's property, including furniture and trade fixtures or equipment which might otherwise impede or obstruct the repair or restoration of the Leased Premises, the Landlord shall have the right, at the Tenant's sole cost and expense, to remove, store and replace (after completion of such repairs or restoration) such furniture, trade fixtures and equipment on behalf of the Tenant. The Tenant shall pay the Landlord the cost of any such removal, storage or replacement, in whole or in part, within ten (10) days after receipt of an invoice therefor from the Landlord. The failure of the Tenant to pay any such invoice within such ten (10) day period shall constitute an advance by the Landlord to the Tenant in the amount of such invoice, payable by the Tenant pursuant to Section 2.08 above.

(f) In the event that either party terminates this Lease in accordance with the terms of this Section 6.12, the Lease shall terminate, be of no further force or effect, and the parties hereto shall have no further obligations or liabilities to one another under the terms of this Lease, except for such provisions expressly stated to survive the termination of this Lease.

ARTICLE VII. DEFAULT AND REMEDIES

Section 7.01 Events of Default. The occurrence of any of the following events shall constitute default by the Tenant under the terms of this Lease (each an "**Event of Default**"):

(a) The Tenant shall fail to pay any amount due the Landlord under this Lease within fourteen (14) days after the date when due.

(b) The Tenant shall fail to perform or observe any non-monetary covenant contained in this Lease for a period of thirty (30) days after receiving written notice of such failure from the Landlord. Except as otherwise provided herein, in the event of a breach of a term, covenant or condition of this Lease which requires more than the payment of money to cure and which cannot because of the nature of such default be cured within said thirty (30) days, then Tenant is deemed to be complying with said notice and shall not be in default if, promptly upon receipt of such notice, Tenant immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable.

(c) The Tenant shall (i) file an application for, or consent to, the appointment of a receiver for fifty percent (50%) or more of Tenant's assets, (ii) file a voluntary petition in bankruptcy, (iii) have an involuntary petition filed against it which is not dismissed within sixty (60) days, (iv) assign, or consent to the assignment of, any of its property for the benefit of any creditor of the Tenant, or (v) generally fail to pay its debts as they come due.

(d) The Tenant shall fail to pay rent or any other charges payable hereunder timely more than two (2) times in any twelve (12) month period, notwithstanding that such payments have been made within the applicable cure period.

(e) The Tenant shall abandon the Leased Premises, or vacate the Leased Premises for a period of more than thirty (30) consecutive days.

(f) The Tenant defaults under any other obligation of Tenant to Landlord and/or any of Landlord's affiliates.

Section 7.02 Remedies. Upon the occurrence of an Event of Default, the Landlord shall have the right to exercise all or any one or any combination of the following remedies:

(a) Landlord shall have the right to terminate the Lease and shall be entitled to possession of the Leased Premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. No agreement to accept a surrender of the Leased Premises and no act or omission by Landlord shall constitute an acceptance of surrender of the Leased Premises unless made in writing and signed by Landlord. No re-entry or taking possession of the Leased Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless written notice of such intention is given to Tenant. Any termination shall be immediately effective and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the Leased Premises. Tenant waives all notice in connection with such termination, including, by way of illustration but not limitation, notice of intent to terminate, demand for possession or payment, and notice of re-entry. If Landlord terminates this Lease or terminates Tenant's right to possess the Premises because of a default, Landlord may hold Tenant liable for Base

and Additional Rent under the Lease accrued to the date the Lease terminates. Landlord may also accelerate the Base Rent (and a reasonable estimate of the Additional Rent) that would have been payable over the remainder of the Term. The present value of this accelerated rent (calculated by using a reasonable discount factor) shall be immediately due and payable, reduced by the present value of the reasonable rental value of the Premises during the balance of the Term. Landlord may also receive from Tenant, as they become due, all other monthly payments for which Tenant is obligated under this Lease.

(b) The Landlord may exercise any remedy available at law or in equity.

(c) The Landlord may cure such default and charge the Tenant with any reasonable costs or expenses paid or incurred by the Landlord in effecting such cure, together with interest on such costs or expenses from the date incurred until paid by the Tenant at the rate set forth in Section 2.05 of this Lease.

(d) Landlord may, as an alternative to terminating the Lease, serve a written demand for possession or payment of any sums due hereunder. Unless the rent is paid in accordance with the demand for possession or payment or such other Event of Default is cured within the grace period provided in Section 8.01 above, Landlord shall be entitled to possession of the Leased Premises and Tenant shall have no further right to possession under the Lease. Tenant shall remain liable to Landlord for the payment of all rent and other charges which Tenant has agreed to pay under the Lease throughout the remainder of the Lease Term. Should Landlord elect to re-enter, as herein provided, it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, provided that, except as otherwise required by law, Landlord shall not be required to expend any funds to relet the Leased Premises except as Landlord may elect in its sole discretion. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due from Tenant; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable. If such rentals and other sums received from such reletting during any month are insufficient to pay the rent and other charges due from Tenant, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such entry or taking possession of said Leased Premises by Landlord, and no delivery of a notice to quit to Tenant shall be construed as an election on its part to terminate this Lease. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Section 7.03 Early Termination Events. Each of the following events (each, an "**Early Termination Event**") shall result in the termination of this Lease, but shall not be considered an Event of Default or provide Landlord or Tenant with any remedies against one another other than to terminate this Lease.

(a) The seizure by any governmental authority seeking forfeiture of the Leased Premises or any portion thereof, whether or not the court proceeding has actually commenced.

(b) The entry of judgment (whether final or not) that has the effect (whether by restraining order, injunction, declaration, or otherwise) of establishing the Tenant's use of the Leased Premises constitutes a public or private nuisance.

(c) A final, appealable judgment establishing that Tenant's operation violates Landlord's contractual obligations (i) pursuant to any private covenants of record restricting the Leased Premises, or (ii) pursuant to Landlord's obligations under its mortgage agreement or other loan document with Landlord's bank.

(d) Termination of the Lease by Tenant pursuant to Section 6.03.

In the event that the Lease terminates in accordance with the terms of this Section 8.03, the Lease shall terminate, be of no further force or effect, and the parties hereto shall have no further obligations or liabilities to one another under the terms of this Lease, except for such provisions expressly stated to survive the termination of this Lease

Section 7.04 Expenses and Damages. In the event that Landlord shall institute any suit against Tenant for violation of or to enforce any of the covenants or conditions of this Lease, or to enforce or protect its interest or rights hereunder, Landlord shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith, prior to trial, at trial, on appeal and for post judgment proceedings. The court shall award costs, expenses and fees, as part of its ruling on the merits, even though no specific written demand shall have been made therefore in the pleadings.

ARTICLE VIII. TERMINATION

Section 8.01 Surrender of Possession.

(a) Except as otherwise provided herein, at the time of the expiration or termination of the tenancy created herein, the Tenant shall surrender the Leased Premises in the same condition as existed immediately after the completion of the Landlord's Work and the Tenant's Work, ordinary wear, tear, casualty and condemnation damage all excepted. Unless the Landlord requires their removal and notifies Tenant of such requirement at the time of consenting to such alteration and except as otherwise set forth below, in which case the Tenant shall remove same, at the Tenant's sole cost, all alterations, or improvements made during the Term to the Leased Premises (except office furniture, the light fixtures and HVAC system installed as part of the Tenant's Work, and trade fixtures, equipment and personal property owned by Tenant) shall remain upon and be surrendered with the Leased Premises upon termination of this Lease, without molestation or injury, and shall become the property of the Landlord.

(b) In the event that the removal of any personal property on trade fixtures by or on behalf of the Tenant shall damage the Leased Premises, the Tenant shall, at its sole cost and expense, cause such damage to be immediately repaired. In the event the

Tenant shall so fail to cause repair of any such damage, the Landlord may do so and the Tenant shall pay the Landlord the cost thereof within ten (10) days after receiving an invoice therefor from the Landlord, together with interest at the rate set forth in Section 2.05 above if not paid within such ten (10) day period. Any such payment obligation shall survive this Lease.

Section 8.02 Holding Over. In the event the Tenant holds over after termination or expiration of this Lease, the Tenant's tenancy shall be from month to month, subject to all of the obligations of the Tenant under this Lease; provided, however, that the Base Rent shall automatically increase by fifty percent (50%) during any such holdover period.

Section 8.03 Re-Renting. For a period commencing one hundred eighty (180) days prior to the expiration or termination of this Lease, the Landlord may show the Leased Premises to prospective tenants, during reasonable hours and upon reasonable notice to the Tenant.

ARTICLE IX. MISCELLANEOUS

Section 9.01 Landlord's Lien. To the extent not prohibited by law, to secure the performance of Tenant's obligations under this Lease, Tenant grants to Landlord a security interest in all of Tenant's equipment, furniture, furnishings, personal property, and chattels located on or used at the Leased Premises, including after-acquired property, replacements and proceeds. Tenant shall sign any documents to evidence or perfect Landlord's security interest, such as financing statements or additional security agreements, and shall pay all costs and fees to file such documents. Landlord has all the rights and remedies of a secured party under the Uniform Commercial Code of Massachusetts with respect to the collateral subject to the landlord's lien. Landlord's security interest is subordinate to the lien or security interest of any vendor or Landlord of goods or fixtures on the Premises and of any lender taking or succeeding to a purchase money security interest on such goods or fixtures. The security interest and lien in this Section 10.01 are in addition to any landlord's lien provided by the law of the state of Massachusetts.

Section 9.02 Assignment and Subletting. Tenant shall not assign this Lease in whole or in part (other than in connection with a transfer of all or substantially all of its equity or assets to an assignee which has at least the same net worth and technical capabilities of Tenant at the time of the signing of this Lease and such assignee has the necessary licensure to operate the Leased Premises for the use contemplated herein), or sublet all or any part of the Leased Premises without Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion. Tenant shall provide Landlord prior written notice before any assignment that does not require Landlord's consent. A change of control of Tenant shall be deemed a transfer requiring Landlord's consent. In the event Tenant shall, with such consent, assign this Lease or sublet all or any portion of the Leased Premises, Tenant and its assignee or subtenant shall remain subject to all provisions of this Lease. Any assignment or sublease in violation of this Section 10.02 will be void. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. Any assignment of the entire Lease to which Landlord consents shall relieve

Tenant from any further liability under this Lease, provided that such assignee has at least the same net worth of Tenant at the time of the signing of this Lease and such assignee has the necessary licensure to operate the Leased Premises for the use contemplated herein. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlord's prior written consent in each instance. Any assignee must assume all of the obligations and duties of Tenant under this Lease pursuant to an assumption agreement satisfactory to Landlord of which Landlord is the beneficiary. If Tenant requests Landlord's consent to a specific assignment or subletting, or provides Landlord with notice of an assignment that does not require Tenant's consent, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (e) the proposed form of assignment (including lease assumption provisions) or sublease for Landlord's reasonable approval; and (f) any other information reasonably required by Landlord.

Section 9.03 Access to Premises. The Landlord and the Landlord's agents shall have the right to enter the Leased Premises during business hours after reasonable notice to Tenant to examine the same, to show the Premises to prospective purchasers or Tenants, or for any other proper purpose permitted by this Lease, provided, however, that such access shall be conditioned upon and subject to all requirements under any applicable access or control laws, other applicable state, local, or federal laws, and the terms of any licenses or land use permits.

Section 9.04 Lease Subordinate. This Lease shall be subordinate to any mortgage now or hereafter encumbering the Land and Building or Building, and all advances to be made thereunder, interest thereupon, and all renewals, replacements and extensions thereof, provided the mortgagee named in such mortgage agrees, in the event of a foreclosure, to recognize the rights of the Tenant under this Lease so long as an Event of Default has not occurred. Tenant covenants and agrees to execute and deliver, within five (5) business days after requested by Landlord, such instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgagees as shall be desired by the Landlord and any mortgagees or proposed mortgagees and if Tenant fails to execute and deliver the same within such five (5) business days period, Tenant hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant. In the event said mortgagee(s) shall not accept any instrument or instruments executed by Landlord pursuant to the power of attorney contained herein, Landlord, at its option, may declare Tenant's failure to execute and deliver said instruments a default in the performance of the Lease and may proceed to enforce any and all remedies accruing to Landlord upon a default by Tenant hereunder. In the event any proceedings are brought for foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of the exercise of the power of sale under, any mortgage made by Landlord covering the Leased Premises, Tenant hereby attorns to, and covenants and agrees to execute any instrument in writing reasonably satisfactory to the new owner,

whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease. Tenant, within five (5) business days after request (at any time or times) by Landlord, will execute and deliver to Landlord, an estoppel certificate, in form acceptable to Landlord, certifying: (i) the Commencement Date, the Rent Commencement Date and expiration date of the Term; (ii) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modification; (iii) that Tenant does not claim that Landlord is in default in any way, or listing any such claimed default and that Tenant does not claim any rights of setoff, or listing such rights of setoff; (iv) the amount of monthly rent and additional rent due hereunder as of the date of the certificate, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent; (v) Tenant has accepted the Leased Premises and is conducting its business therein (if such is the case); and (vi) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied on by any prospective purchaser, mortgagee or Landlord of the Leased Premises or any part thereof.

Section 9.05 Parking. Tenant shall have the right to use all existing parking areas on the Land in connection with its lease of the Leased Premises.

Section 9.06 Signs. With the Landlord's written approval, such approval not to be unreasonably withheld, Tenant shall have the right to install signs on or about the Leased Premises, provided that all signs shall comply with applicable zoning laws and other governmental regulations. The cost of installing, maintaining and removing any signs on or about the Leased Premises shall be borne by the Tenant.

Section 9.07 Sale or Transfer by Landlord. If Landlord shall sell or transfer the Leased Premises, Landlord shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations of Landlord under this Lease.

Section 9.08 No Recording. The Tenant shall not record this Lease without the prior written consent of the Landlord; provided, however, that the Tenant may at its sole cost and expense, prepare and record a memorandum of this Lease, which the Landlord shall execute upon approval of the form thereof, which approval shall not be unreasonably withheld.

Section 9.09 No Implied Waiver. One or more waivers of any covenant or condition by the Landlord shall not constitute a waiver of a further breach of the same covenant or condition.

Section 9.10 Modifications and Agreements. No modification of this Lease shall be effective unless made in writing and executed by both the Landlord and the Tenant.

Section 9.11 Cumulative Rights. All rights and remedies of the Landlord under this Lease shall be cumulative and none shall exclude any other remedies by law.

Section 9.12 Headings. The headings in this Lease are inserted only for convenience and are not to be construed as part of this Lease.

Section 9.13 Binding Effect. The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, successors, representatives and assigns.

Section 9.14 Rules and Regulations. The Landlord may from time to time promulgate reasonable and uniform rules and regulations which shall be applicable to all tenants of the Building. The Tenant and its agents and employees shall comply with all of such rules and regulations.

Section 9.15 Notices. Any notice required or permitted by this Lease shall be deemed to have been properly given, if in writing and delivered to the parties at the address specified in the preamble, and shall be deemed received (a) upon delivery, if delivered in person, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, or (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested. Either party may, at any time, designate in writing a substitute address for that set forth above, and thereafter notices shall be directed to such substitute address.

Any notices to Landlord shall include a copy to:

Town Administrator

Memorial Town Hall

54 Marion Rd

Wareham, MA 02571

Any notices to Tenant shall include a copy to:

Section 9.16 Severability. This Lease is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Lease or the application thereto to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 9.17 Counterparts; Facsimile. This Lease may be executed in multiple counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of either the Landlord or the Tenant to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

Section 9.18 Brokers. Landlord and Tenant represent and warrant one another that there are no claims for brokerage commissions or finder's fees in connection with this Lease as a result of contracts made by Tenant or Landlord, and Landlord and Tenant agree to indemnify and one another and hold the other harmless from all liabilities arising from any such claim arising from an alleged agreement or act by Landlord or Tenant, as applicable (including, without limitation, the cost of counsel fees in connection herewith); such agreement to survive the termination of this Lease

Section 9.19 Waiver of Jury Trial. Landlord and Tenant hereby waive trial by jury in connection with any action for summary proceedings to recover possession of realty. Further, Landlord and Tenant waive trial by jury in connection with any action arising out of or relating to the covenants, terms, conditions or provisions of this Lease, with the exception of actions for personal injury or property damage.

Section 9.20 Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, agreements, stipulations, promises, conditions or understandings either oral or written, between them other than set forth herein or therein.

Section 9.21 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the full Rent due shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check, such as "*paid in full*" or the like, or any letter accompanying any check or payment as Rent or other payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent or pursue any other remedy in this Lease.

Section 9.22 Applicable Law; Jurisdiction. This Lease agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Massachusetts. Each Party hereto consents to the exclusive jurisdiction of the Courts of Plymouth County in the State of Massachusetts in the event any action is brought for declaratory relief or enforcement of any of the terms and provisions of this Agreement by either party. Venue shall be in the Courts of Plymouth County in the Commonwealth of Massachusetts and neither party shall challenge such venue as an inconvenient forum.

Section 9.23 Limitation of Right of Recovery. It is specifically understood and agreed that there shall be no personal liability of any of the officers, directors, principals, employees or agents of Landlord or of Tenant, as the case may be, in respect to any of the covenants, conditions or provisions of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

The Landlord and the Tenant have executed this Lease on the day and year first above written.

LANDLORD:

Town of Wareham

By: _____
Name: _____
Its: _____

TENANT:

By: _____
Name: _____
Its: _____

**EXHIBIT A to
COMMERCIAL LEASE**

Legal Description

APPENDIX D ZONING

WAREHAM REDEVELOPMENT AUTHORITY HANDOUT

2018 Fall Town Meeting

October 22, 2018

ARTICLE 13 - Tremont Nail Factory Redevelopment Overlay District

To see if Town Meeting will vote to amend the Zoning By-Law, Article 4: Overlay Districts to add a **Tremont Nail Factory Redevelopment Overlay District** as follows, or take any other action relative thereto:

460. TREMONT NAIL FACTORY REDEVELOPMENT OVERLAY BY-LAW

461. INTENT AND PURPOSE

It is the purpose of this Section to establish the Tremont Nail Factory Redevelopment Overlay District (TNFR), to encourage a cultural, mixed use center within historic buildings in a distinctive and attractive site development program that promotes the following objectives:

- 461.1 Promote the public health, safety, and welfare by encouraging redevelopment in accordance with the Town's Master Plan and the Tremont Nail Factory Vision Plan.
- 461.2 Promote supported cultural events, social interaction, and economic development that is near the Town's civic and commercial center.
- 461.3 Encourage the preservation of open spaces and protection of the Wankinco River.
- 461.4 Encourage adaptive reuse of vacant and underutilized historic mill buildings.
- 461.5 Establish requirements, standards, and guidelines, and ensure predictable, fair and cost-effective development review and permitting.
- 461.6 Use development and performance standards to allow context-sensitive design and creative site planning.

462. TREMONT NAIL FACTORY REDEVELOPMENT OVERLAY DISTRICT

- 462.1 The designated area for this TNFR Overlay District overlays the northern most section of the WV-1 zoning district and includes the following parcels, all on Assessors Map 132: Parcels A-1, B-1, 1005A, 1005B, 1008C.
- 462.2 The TNFR Overlay District is superimposed over the underlying zoning district
- 462.3 The Zoning By-Law governing the underlying zoning district(s) shall remain in full force and effect, except for Projects undergoing development pursuant to this Section. Within the boundaries of the TNFR Overlay District, uses may be developed in accordance with the TNFR, or in accordance with the requirements of the regulations for use, dimension and all other provisions of the Zoning By-law governing the underlying zoning district(s).
- 462.4 When a building permit is issued for any Project approved in accordance with this section, the provisions of the underlying district(s) shall no longer be applicable to the land shown on the site plan which was submitted pursuant to this By-Law.

463. ALLOWED USES

- 463.1 Uses shall only be allowed by Special Permit by the Board of Selectmen or their designee in accordance with section 1460 of this Zoning By-Law.
- 463.2 Other than prohibited uses, there are limited restrictions on allowed uses, so long as noise, air quality, odors, and vibrations are all within acceptable limits, the use is compatible with the Tremont Nail Factory Vision Plan and supports the historic context of the existing buildings and cultural context of the Tremont Nail Factory Vision Plan.
- 463.3 In addition to those uses allowed by the underlying WV-1 zoning are the following:
1. Health and athletic facilities;
 2. Apartments in mixed use building;
 3. Conference center;
 4. Hotel;
 5. Light manufacturing;
 6. Accessory food and beverage;
 7. Marine connected use;
 8. Artists' studios;
 9. Brewery and/or distillery.
- 463.4 In addition, one marijuana product manufacturing use shall be allowed in accordance with CMR 935 500. et seq., but not including marijuana retail sales, dispensary or cultivation. Required conformance with State regulations shall include requirements of 935 CMR 500.105, 935 CMR 500.130, 935 CMR 500.160, 105 CMR 500.000, and 105 CMR 300.000, among other regulations.
- 463.5 Uses not lawfully begun within five years of the adoption of this bylaw under section 463.4 shall be prohibited.
- 463.6 In addition to the other uses prohibited in the underlying WV-1 district, which are not allowed by this TNFR Overlay district, are specifically the following prohibited uses:
1. Adult Use;
 2. Dry cleaning establishment;
 3. Motor vehicle sales and service;
 4. Filling station;
 5. Earth removal;
 6. Hazardous waste facility;
 7. Solid waste facility.
- 463.7 Multiple uses are specifically allowed on one parcel and in the existing buildings.
- 463.8 The total number of residential units allowed on one parcel shall not exceed 40 units or one unit per 8,500 SF, whichever is less.

464. DESIGN AND PERFORMANCE STANDARDS

- 464.1 There are no dimensional standards, so long as the effected historic building elements are maintained in conformance with the Secretary of the Interior's Standards for Rehabilitation and the project and its design and impacts are approved by the Wareham Redevelopment Authority, or, in its absence, the Board of Selectmen. This allowance includes:
1. No additional dimensional standards, except for housing density;
 2. No off-street parking and loading requirements;
 3. No landscaping requirements.

4. The reduction of separation and dimensional standards between different uses and environmental resources as allowed by State law and approved by the Wareham Redevelopment Authority, or, the Board of Selectmen.

:

464.2 As allowed by 935 CMR 500.110, (3) Buffer Zone, and only for the property underlying this overlay district, the setback of the marijuana establishment allowed under section 463.4 of this section, from a pre-existing public or private school providing education in kindergarten or any of grades one through 12, is reduced to 0 [zero] feet.

464.3 Other performance requirements and restrictions, including time and physical limits, payments and penalties agreed to between a project proponent and the Wareham Redevelopment Authority or Board of Selectmen shall not be reduced or superseded by this Zoning By-Law.

465. SEVERABILITY

If any provision of this Section 460 is found to be invalid by a court of competent jurisdiction, the remainder of Section 8.7 shall remain in full force and effect. The invalidity of any provision of this Section 460 shall not affect the validity of the remainder of the Town of Wareham's Zoning By-Law.

EXPLANATION: This is the Zoning By-Law, dated October 11, 2018, recommended by the Wareham Redevelopment Authority.

FORMS

ATTACHMENT

CERTIFICATION OF TAX COMPLIANCE:

Pursuant to M.G.L. C62C ss 49A, the undersigned certifies, on behalf of the Business and the individual members of the Business, under penalties of perjury that it has complied with all laws of The Commonwealth of Massachusetts related to the payment of taxes.

..... Name Of Person Signing Proposal

..... Name of Business

..... SS No. or FID No.

ATTACHMENT

CERTIFICATE OF NON-COLLUSION:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, union, committee, club, or other organization, entity, or group of individuals.

(Signature)

(Name Of Person Signing Proposal)

(Name Of Business)

(Date)

ATTACHMENT

NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATION:

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 et seq., or any amendments to these provisions. Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Chester shall not be liable for any costs associated with the Contractor's defense of claims of discrimination.

(Signature)

(Name Of Person Signing Proposal)

(Name Of Business)

(Date)

ATTACHMENT

COMPLIANCE CERTIFICATIONS:

Qualifications: The Contractor represents that it is qualified to perform the services required under this contract and possesses or shall obtain all requisite licenses and permits.

Tax Compliance Certification: Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Employment Security Contributions and Compulsory Workers' Compensation Insurance: Pursuant to MGL C.151A, S.19 and MGL C.152, the Contractor certifies with all laws of the Commonwealth relating to payments to the Employment Security System and all Commonwealth laws relating to required worker's compensation insurance policies.

Additional Income Disclosure: The contractor certifies that the following amounts (provide list on separate sheet if applicable) represent all income due, or to become due, to the Contractor, for services rendered to the Commonwealth, any political subdivision or public authority, during the period of this contract.

(Signature)

(Name Of Person Signing Proposal)

(Name Of Business)

(Date)