

SELECT BOARD MEETING

Monday, February 26, 2024

Select Board Meeting Room, 1625 Massachusetts Avenue, Lexington, MA 02420 - Hybrid Participation*
6:00 PM

AGENDA

EXECUTIVE SESSION

1. Exemption 3 Discuss Strategy with Respect to Litigation Request from the Historical Commission 6:00pm

PUBLIC COMMENTS

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 2 minutes for comment. Members of the Board will neither comment nor respond, other than to ask questions of clarification. Speakers are encouraged to notify the Select Board's Office at 781-698-4580 if they wish to speak during public comment to assist the Chair in managing meeting times.

SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Announcements and Liaison Reports

TOWN MANAGER REPORT

1. Town Manager Weekly Update

CONSENT AGENDA

1. Approve and Sign Water and Sewer Adjustments
2. Accept Select Board Committee Resignations
 - Trustees of Public Trusts:
 - Alan Fields
 - Susan McClements
3. Approve Select Board Committee Appointments
 - Trustees of Public Trusts:
 - Alexander Payne
 - Lester Savage III
4. Approve Town Manager Committee Appointment
 - Board of Health - Shoolah Escott
5. Approve Town Manager Committee Reappointment
 - Commission on Disability - Shaun Grady
6. Approve Select Board Meeting Minutes
 - January 22, 2024 Select Board
 - January 25, 2024 FY2025 Financial Summit III
 - February 5, 2024 Select Board
7. Application: One-Day Liquor License - Armenian International Women's

Association, Lexington Depot Building, 13 Depot Square

- All That Jazz: A Night for Celebrating and Giving - A Celebration of International Women's Day

8. Application: One-Day Liquor License - Galaray House, 1720 Massachusetts Avenue

- First Fridays Event

ITEMS FOR INDIVIDUAL CONSIDERATION

1. All Alcohol Package Store Liquor License - Ved Wine & Spirits Inc. d/b/a Liberty Wine & Spirits, 335 Woburn Street 6:40pm
2. Update on Town-Owned Building at 173 Bedford Street 7:20pm
 - Discuss Options to Lease
 - Results of Request for Proposal (RFP) Process
3. Review and Approve Cedar Street at Hill Street/Paul Revere Road Intersection Alternatives 7:10pm
4. 2024 Annual Town Meeting 7:30pm
 - Presentation - ATM 2024 Article 47: Amend Zoning Bylaw - Signs
 - Presentation - ATM 2024 Article 48: Amend Zoning Bylaw - Short Term Rentals
 - Presentation - ATM 2024 Article 49: Amend Zoning Bylaw - Permitted Uses and Development Standards
 - Presentation - ATM 2024 Article 50: Amend Zoning Bylaw - Inclusionary Housing for Village and Multi-Family Overlay Districts
 - Presentation - ATM 2024 Article 51: Amend Zoning Bylaw - Maximum Height for Village Overlay District
 - Presentation - ATM 2024 Article 52: Amend Zoning Bylaw and Map - Technical Corrections
 - Reivew Proposed Consent Agenda Items
 - Select Board Article Discussion and Positions
5. Approve Amendment to Memorandum of Understanding (MOU) Between AB Holdings, LLC and the Town of Lexington, Massachusetts 8:30pm
6. Review and Approve Revised Noise Advisory Committee Charge 8:40pm

ADJOURN

1. Anticipated Adjournment 8:50pm

Meeting Packet: <https://lexington.novusagenda.com/agendapublic/>

****Members of the public can attend the meeting from their computer or tablet by clicking on the following link at the time of the meeting:***

<https://zoom.us/j/99739813810?pwd=bEZZNE9HK3MyY1AvcWc5d0NsQ0JlQT09>

iPhone one-tap:

+13092053325,,99739813810#,,, *153496# US

+13126266799,,99739813810#,,, *153496# US (Chicago)

Telephone:

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)

Meeting ID: 997 3981 3810

Passcode: 153496

An Act Relative to Extending Certain State of Emergency

Accommodations: <https://www.mass.gov/the-open-meeting-law>

The next regularly scheduled work session of the Select Board will be held on Monday, March 4, 2024 at 6:30pm via hybrid participation.

The next regularly scheduled meeting of the Select Board will be held on Monday, March 11, 2024 at 6:30pm via hybrid participation.

Hearing Assistance Devices Available on Request

All agenda time and the order of items are approximate and subject to change.



AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Select Board Member Announcements and Liaison Reports

PRESENTER:

Select Board Members

ITEM NUMBER:

LR.1

SUMMARY:

Please see the attached Select Board Member Announcements and Liaison Reports for the February 26, 2024 meeting. Under this item, Select Board Members can also comment on any additional points, reports and concerns.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description	Type
□ 2-26-2024 Select Board Announcements and Liaisons Report	Backup Material

Select Board Announcements and Liaison Reports – February 26, 2024

Doug Lucente

- **Center Committee 2/8/2024 Meeting**
 - *Parking Lot Paving*: The Lexington Center Committee has unanimously recommended that the Select Board prioritize the resurfacing of the Edison Way Parking Lot in anticipation of the increased visitor traffic expected for the 250th anniversary celebrations. This recommendation arises from the current poor state of the parking lot. While there are plans to redesign both the depot and Edison Way parking lots in the future, the Committee advises that immediate resurfacing is necessary, with the more comprehensive redesign projects to be considered subsequently.
 - *REV Shuttle Pickup Location* - Lexington Center Committee voted unanimously to recommend the Select Board approve a temporary 3 month pilot program to move the REV Shuttle pickup location to the parking spots in front of 7 Depot Square between the hours of 7:00am-9:00am. This would move the REV Shuttle pickup from its current location in front of the Depot Building since the Shuttle is currently parking on private property.
- **Town Celebrations Committee:**
 - Patriots' Day 2024: on 2/15/2024 the TTC held a stakeholders meeting in preparation for Patriots' Day festivities the weekend of. Schedule of events can be found at: <https://www.lexingtonma.gov/851/Patriots-Day-in-Lexington>

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Town Manager Weekly Update

PRESENTER:

Jim Malloy, Town Manager

ITEM NUMBER:

TM.1

SUMMARY:

Attached please find the Town Manager's Weekly Updates for the weeks ending:

- February 9, 2024
- February 16, 2024
- February 23, 2024

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description	Type
☐ Weekly Update February 9, 2024	Cover Memo
☐ Weekly Update February 16, 2024	Cover Memo
☐ Weekly Update February 23, 2024	Cover Memo



Town of Lexington
Town Manager's Office

James J. Malloy, Town Manager
Kelly E. Axtell, Deputy Town Manager

Tel: (781) 698-4540
Fax: (781) 861-2921

MEMORANDUM

TO: Select Board
FROM: Jim Malloy, Town Manager
DATE: February 9, 2024
RE: Weekly Update

The following is an update of activities for the week ending February 9, 2024:

Town Manager Updates:

- Last week, the Town staff met with Moody's on our bond rating and earlier this week, they announced the Town retained its Aaa bond rating. The Town issued bonds this week and the rate on the bonds was just under 2.26% (see attached) with Bancroft Capital LLC being the low bidder. Attached is both the press release on the bond rating and the Credit Opinion, both of which are good to read as they demonstrate the strong local economy and strong fiscal management of the Town.
- At the last Board meeting discussion on ARPA funding, the Board had asked about the hybrid meeting room project and whether funds were included for the library meeting room. Attached is the list of rooms that were approved for the project, which includes \$143,417 for the library meeting room. After removing the requests that the Select Board did not approve, the balance going forward is \$899,974. The next quarterly request cycle will be scheduled for the 4/1/24 Select Board meeting (the last two cycles will be 7/8/24 and 11/4/24). After the 11/4/24 meeting, we will work to identify any unspent funds or requests that will not be under contract by 12/31/24 and will provide a recommendation to the Select Board on any remaining balance (likely in mid-December). The following table shows the distribution of funds through the 2/5/24 Select Board meeting:

<u>Category</u>	<u>\$ Approved</u>	<u>% of Total</u>
Economic Stimulus & Resiliency	\$ 3,280,103	36.4%
Food Insecurity	\$ 200,000	2.2%
Housing	\$ 1,479,235	16.4%
Pandemic	\$ 1,189,877	13.2%
PIRs	\$ 521,000	0.0%
Public Health & Safety	\$ 2,333,192	25.9%

- The following is a list of home rule petition bills and current status:

- H. 3775 An Act reorganizing the Lexington Housing Assistance Board, Inc

By Representative Ciccolo of Lexington and Senator Friedman, a joint petition (subject to Joint Rule 9) of Michelle L. Ciccolo, Cindy F. Friedman and Michael J. Barrett (by vote of the town) for legislation to reorganize the Lexington Housing Assistance Board, Inc. in the town of Lexington. Housing. [Local Approval Received.]

3/22/2023	House	Transmitted to the Secretary of State
4/12/2023	House	Returned from the Secretary of State
4/13/2023	House	Referred to the committee on Housing
4/18/2023	Senate	Senate concurred
6/5/2023	Joint	Hearing scheduled for 06/26/2023 from 10:00 AM-01:00 PM in B-2
10/18/2023	House	Bill reported favorably by committee and referred to the committee on House Steering, Policy and Scheduling
11/20/2023	House	Committee reported that the matter be placed in the Orders of the Day for the next sitting
11/20/2023	House	Rules suspended
11/20/2023	House	Read second and ordered to a third reading
12/7/2023	House	Read third and passed to be engrossed
12/11/2023	Senate	Read; and placed in the Orders of the Day for the next session
1/18/2024	Senate	Read second and ordered to a third reading

Note: The Senate Counsel questioned the legality of this bill on 2/9/24 and we are working to arrange a meeting with our legislators and Town Counsel with the Senate Counsel.

- H. 668 An Act authorizing the town of Lexington to allow remote participation at town meetings

By Representative Ciccolo of Lexington and Senator Friedman, a joint petition (accompanied by bill, House, No. 668) of Michelle L. Ciccolo, Cindy F. Friedman and Michael J. Barrett (by vote of the town) that the town of Lexington be authorized to allow remote participation at town meetings. Election Laws. [Local Approval Received.]

2/16/2023	House	Referred to the committee on Election Laws
2/16/2023	Senate	Senate concurred
6/14/2023	Joint	Hearing scheduled for 06/21/2023 from 01:00 PM-05:00 PM in A-2

- H. 4160 (Was H. 3286) An Act to designate a certain bridge in the town of Lexington in honor of Henry N. "Hank" Manz

By Representative Ciccolo of Lexington, a petition (accompanied by bill, House, No. 3286) of Michelle L. Ciccolo and Michael J. Barrett for legislation to designate a certain bridge in the town of Lexington in honor of Henry N. "Hank" Manz. Transportation.

2/16/2023	House	Referred to the committee on Transportation
3/13/2023	Senate	Senate concurred
8/14/2023	Joint	Hearing scheduled for 08/29/2023 from 10:00 AM-01:00 PM in A-2
9/25/2023	House	Bill reported favorably by committee and referred to the committee on House Steering, Policy and Scheduling
10/12/2023	House	Committee reported that the matter be placed in the Orders of the Day for the next sitting
10/12/2023	House	Rules suspended
10/12/2023	House	Read second and ordered to a third reading
11/2/2023	House	Read third
11/2/2023	House	Amended by substitution of bill with the same title, see H4160
11/6/2023	Senate	Committee recommended ought to pass with an amendment, substituting therefor a new draft, see H4160
11/2/2023	House	H. 4160 substituted for H3286
11/2/2023	House	Passed to be engrossed
11/6/2023	Senate	Read and referred to the committee on Senate Rules

- H.2742 An Act authorizing a development surcharge for community housing in the town of Lexington

By Representative Ciccolo of Lexington, a petition (accompanied by bill, House, No. 2741) of Michelle L. Ciccolo, Cindy F. Friedman and Michael J. Barrett (by vote of the town) relative to authorizing a development surcharge for community housing in the town of Lexington. Revenue. [Local Approval Received.]

2/16/2023	House	Referred to the committee on Revenue
2/16/2023	Senate	Senate concurred
7/17/2023	Joint	Hearing scheduled for 07/25/2023 from 10:00 AM-05:00 PM in Written Testimony Only

- H. 4233 An Act establishing ranked choice voting for certain offices in the town of Lexington

By Representative Ciccolo of Lexington, a petition (accompanied by bill, House, No. 4223) of Michelle L. Ciccolo and Cindy F. Friedman (by vote of the town) that the town of Lexington be authorized to establish ranked choice voting for certain offices in said town. Election Laws. [Local Approval Received.]

12/21/2023	House	Referred to the committee on Election Laws
12/26/2023	Senate	Senate concurred

- H. 2740 An Act to establish a surcharge on specific commercial development activities for the purpose of funding the creation of community housing

By Representative Ciccolo of Lexington, a petition (accompanied by bill, House, No. 2740) of Michelle L. Ciccolo, Cindy F. Friedman and Michael J. Barrett (by vote of the town) that the town of Lexington be authorized to establish a surcharge on specific commercial development activities for the purpose of funding the creation of community housing. Revenue. [Local Approval Received.]

2/16/2023	House	Referred to the committee on Revenue
2/16/2023	Senate	Senate concurred
7/17/2023	Joint	Hearing scheduled for 07/25/2023 from 10:00 AM-05:00 PM in Written Testimony Only

- Attached please find the agenda tracker for upcoming Select Board meetings.

Land Use Housing and Development:

Planning

- Zoning Amendment Article Updates:
 - Article 48 Short Term Rentals – hearing opened & closed on February 7
 - Article 49 Permitted Uses and Definitions – hearing opened & closed on February 7
 - Article 50 Inclusionary Housing for Village & Multi-Family Overlay Districts –hearing opened & closed on February 7
 - Article 51 Max. Height in the Village Overlay District –hearing opened & closed on February 7
 - Article 52 Technical Corrections–hearing opened & closed on February 7
 - Article 47 Signs – hearing opened & continued to Wednesday, February 28
 - Article 53 & 54 507 Bedford St. & 509 Bedford St. Zoning Map Amendment to be in the MFO District (Multi-Family Overlay – Bedford ST. North) – Planning Board recommended Town Meeting *disapprove*

Health Department:

- NEHA-FDA Retail Flexible Funding Model Grant Program – The Health Department received a \$10,000 grant through the National Environmental Health Association (NEHA)-U.S. Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) Grant Program. The RFFM program is funded by the FDA. This grant is to help the Health Department in their efforts to reduce the occurrence of foodborne illness and increase conformance with the Retail Program Standards. This grant is awarded annually and this is the third year the Health Dept. has been awarded this grant.
- MA Public Health Inspector Training (MA PHIT) – Alicia McCartin attended the MA Public Health Inspector Training (MA PHIT), Housing, Certification refresher training course. This training was last offered in 2019 and had been put on hold due to the COVID pandemic and an

update to the State Sanitary Code. Having completing this refresher training, Alicia will be eligible to start field training in order to complete this certificate.

- Over the past two weeks, Jessica Shah, Health Agent, has participated in the MA Public Health Inspector Training (MA PHIT), Food, Certification training. The MA PHIT Food is designed to enhance the comprehensive and uniform implementation of the Massachusetts Food Code and FDA Voluntary Retail Program Standards with the focus on meeting FDA Standard 2. This training series will assist Jessica in further improving her understanding of food safety. The series also meets the new Ma. Department of Public Health (MaDPH) workforce training requirements that include online education, the MA PHIT Food classroom, and the associated field training components.
- Health Resources in Action – Kelliann Coleman, PHN, has been accepted for a 4-day educational training program, part of the BeHERE Initiative, at Health Resources in Action. Health Resources in Action is offering an educational opportunity to public health workers entitled: *Improving Overdose Safety at Work: A Public Health Learning Cohort. This learning opportunity will focus on opioid overdose awareness, prevention and response.* As the overdose crisis accelerates, many organizations struggle with how to address overdose within their communities in a practical way. This cohort will help participants gain new perspectives to address stigma associated with overdose, including changes to language, behaviors, policies, and environment. It will give participants the opportunity to think critically and practically about implementing promising policies and effective practices addressing overdose throughout their communities. Health Resources in Action website: <https://hria.org/>

CREDIT OPINION

5 February 2024



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CLIENT SERVICES

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Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Town of Lexington, MA

Update to credit analysis

Summary

[Lexington, MA](#) (Aaa stable) benefits from a dynamic local economy and exceptional management, which has resulted in very strong financial performance, robust reserves and liquidity and the prospect that these results will be replicated through the medium term. Additionally, Lexington benefits from a very affluent tax base and proximity to Boston, including area universities which have contributed to the town's biotech industry. Long term liabilities are currently moderate and will increase in the medium term inclusive of some significant capital projects. Fixed costs are low and will likely increase although future debt service will be partially offset by projected revenue growth.

Credit strengths

- » Dynamic local economy and high resident incomes
- » Ample reserves and liquidity

Credit challenges

- » Large capital projects anticipated over the long-term
- » Revenue constraints under the Proposition 2 ½ tax levy limit

Rating outlook

The stable outlook reflects Lexington's local economy characterized in its strong economic growth as part of the Boston metro area, biotech industry presence and very high resident incomes and property wealth. The stable outlook also incorporates the town's high reserves which have been maintained over several years while continuing to fund pension and OPEB liabilities.

Factors that could lead to an upgrade

- » Not applicable

Factors that could lead to a downgrade

- » Significant deterioration in reserves and liquidity
- » Increase in long-term liabilities exceeding current capital plans
- » Contraction of local economy

Key indicators

Exhibit 1

Lexington (Town of) MA

	2019	2020	2021	2022	Aaa Medians
Economy					
Resident income ratio (%)	270.0%	254.2%	267.7%	245.2%	173.0%
Full Value (\$000)	\$12,008,479	\$12,008,479	\$13,471,182	\$13,471,182	\$8,668,233
Population	33,340	33,304	34,235	34,221	35,992
Full value per capita (\$)	\$360,182	\$360,572	\$393,492	\$393,652	\$225,444
Annual Growth in Real GDP	3.6%	-1.5%	7.0%	2.3%	N/A
Financial Performance					
Revenue (\$000)	\$290,393	\$304,853	\$314,265	\$333,715	\$101,177
Available fund balance (\$000)	\$109,936	\$116,230	\$115,572	\$124,727	\$58,570
Net unrestricted cash (\$000)	\$185,652	\$171,268	\$166,069	\$189,217	\$82,803
Available fund balance ratio (%)	37.9%	38.1%	36.8%	37.4%	61.7%
Liquidity ratio (%)	63.9%	56.2%	52.8%	56.7%	88.4%
Leverage					
Debt (\$000)	\$219,206	\$238,964	\$217,687	\$214,029	\$71,733
Adjusted net pension liabilities (\$000)	\$124,707	\$155,597	\$207,877	\$184,079	\$120,941
Adjusted net OPEB liabilities (\$000)	\$213,653	\$266,565	\$293,285	\$247,891	\$14,374
Other long-term liabilities (\$000)	\$1,730	\$2,272	\$2,341	\$2,121	\$3,750
Long-term liabilities ratio (%)	192.6%	217.6%	229.5%	194.2%	263.2%
Fixed costs					
Implied debt service (\$000)	\$14,239	\$15,982	\$17,113	\$15,269	\$4,989
Pension tread water contribution (\$000)	\$1,516	N/A	\$3,728	N/A	\$3,389
OPEB contributions (\$000)	\$8,103	\$8,427	\$8,884	\$10,613	\$523
Implied cost of other long-term liabilities (\$000)	\$114	\$126	\$163	\$164	\$245
Fixed-costs ratio (%)	8.3%	8.5%	9.5%	8.9%	11.6%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#).

The real GDP annual growth metric cited above is for the Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area [issuer specific] Metropolitan Statistical Area.

Sources: US Census Bureau, Lexington (Town of) MA's financial statements and Moody's Investors Service, US Bureau of Economic Analysis

Profile

Located in Middlesex County, the Town of Lexington is a wealthy suburb 11 miles northwest of the City of Boston (Aaa stable). The town has an estimated population of 34,221.

Detailed credit considerations

Economy

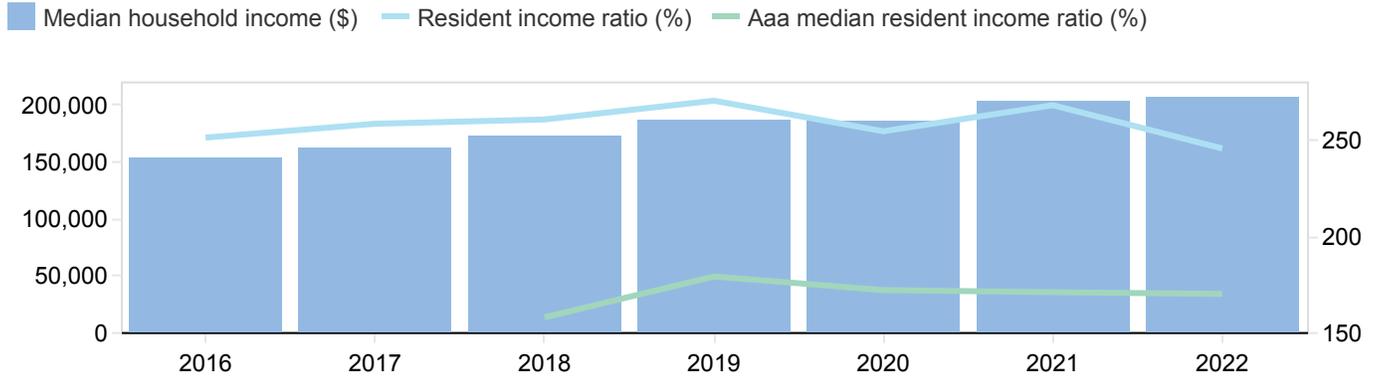
Lexington's local economy is expected to continue growing given its strong residential market and ongoing demand for commercial and industrial space, primarily related to life science and biotech industries. The town additionally benefits from its proximity to Boston. The local economy is part of the strong greater Boston MSA with a 2.3% growth rate (Boston MSA five-year CAGR of real GDP compared to the US GDP growth rate).

The town's economic development plans remain focused on rezoning initiatives for higher density areas and to continue to focus on providing laboratory and manufacturing space to support life science, biotech and pharmaceutical industries. As part of the [Multi-Family Zoning Requirement for MBTA Communities](#), Lexington plans to rezone and develop nearly 2% of its available land for higher density mixed use housing projects. The town's top ten largest taxpayers collectively equal 8.75% of 2023's full value; the largest taxpayer, [Takeda Pharmaceutical Company Limited](#) (Baa1 stable), represents only 2.2%. Takeda is also a top employer and is currently expanding its footprint in town.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Resident income and property wealth are very strong. Resident income, calculated as median household income adjusted for the regional price parity of the Boston metro area, is 245% of the US resident income. Additionally, full value per capita has been increasing, reflecting tax base valuation growth against a fairly stable population. Full value per capita, calculated with 2024 full value and 2022 population (most recent year data is available) is \$440,000.

Exhibit 2
Resident Income



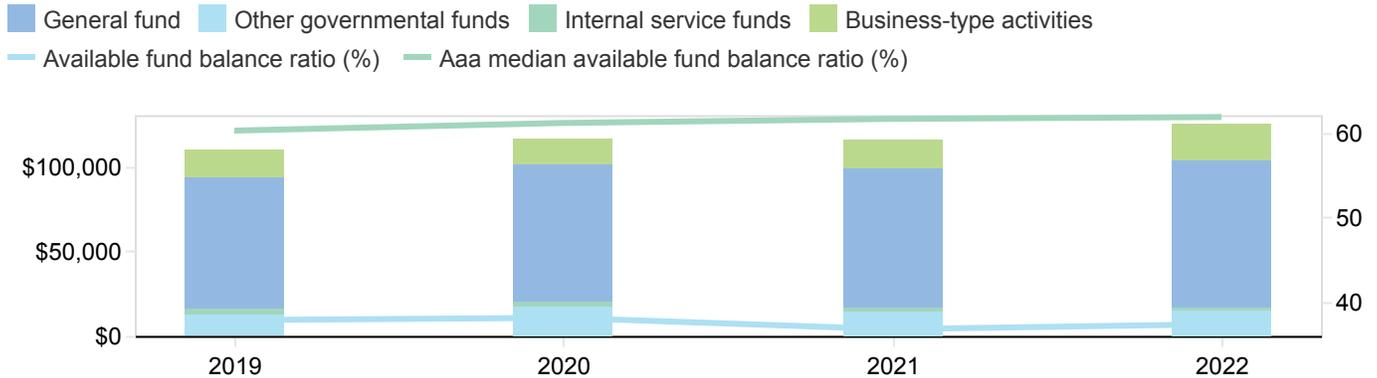
Source: Moody's Investors Service

Financial operations

Lexington's financial position is expected to remain exceptionally strong given preliminary estimates for fiscal 2023 and revenue growth projections through 2024. At the close of fiscal 2022, the town generated a \$20 million surplus in total government fund operations leading available fund balance across all funds to grow to \$125 million, equal to a strong 37% of total revenues (see exhibit). The town's governmental funds derived 73% of revenues from property taxes with 18% and 5% from intergovernmental revenues (primarily funding education) and charges for services, respectively. Management is committed to increasing the tax levy to the 2.5% cap annually which, in conjunction with new development, will sustain revenue growth over the medium term.

Unaudited results for fiscal 2023 estimate another surplus in the general fund. As revenues have increased, management has opted to maintain current levels of service while utilizing dedicated tax levies to increase the capital stabilization and retirement funds. Additionally, operating turnbacks from departments are put towards capital projects instead of operating expense. Management's efforts towards harnessing growth to aggressively fund reserves and capital needs allows for a significant contingency should market conditions change and/or revenues fall short of projections. In both the water and sewer funds, management is moving towards cash financing of capital improvements to save on interest costs in the long term.

Exhibit 3
Fund Balance

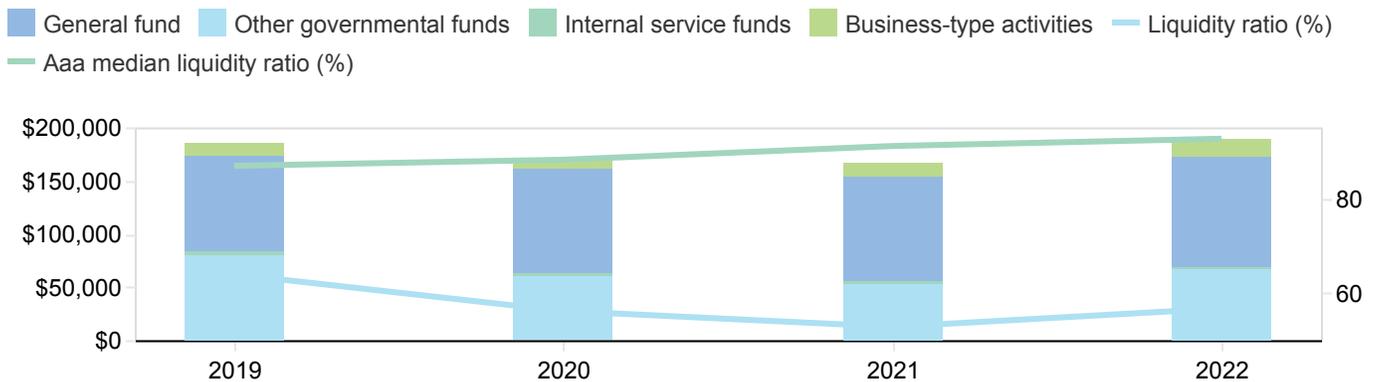


Source: Moody's Investors Service

Liquidity

Cash and investments at the end of fiscal 2022 represented \$189 million or 57% of revenues.

Exhibit 4
Cash



Source: Moody's Investors Service

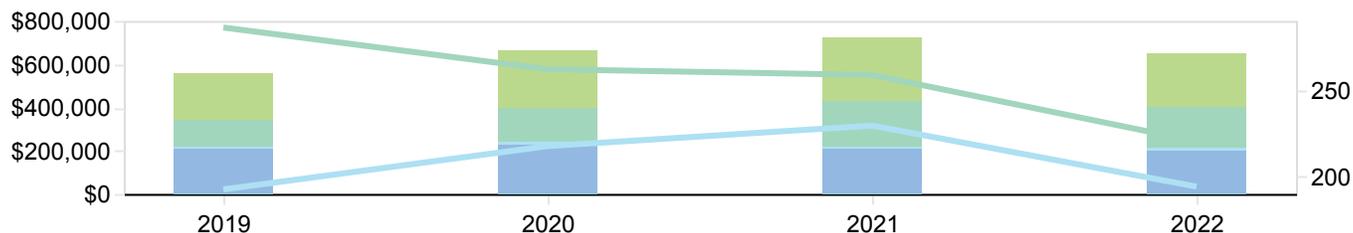
Leverage

Lexington's leverage will increase over the medium term given current plans which include the construction of a new high school. The town's current leverage, calculated as Moody's adjusted unfunded pension and OPEB liabilities and outstanding debt, equals 194% of revenues. The high school project, which is entering design phase, is preliminarily estimated to cost around \$400 to \$500 million (\$50 million more than expected just a few years ago), with the Massachusetts School Building Authority covering about 25% of total costs. Of the remaining cost, management expects continued commercial growth to cover about 50% of the anticipated \$15 to \$20 million annual debt service for the project.

Exhibit 5

Total Primary Government - Long Term Liabilities

■ Governmental Debt
■ Business-Type Activity Debt
■ Adjusted net pension liabilities
■ Adjusted net other post-employment liabilities
■ Other long-term liabilities
— Long-term liabilities ratio (%)
— Aaa median long-term liabilities ratio (%)



Source: Moody's Investors Service

Legal security

The 2024 bonds are backed by the town's full faith and credit general obligation limited tax pledge. Moody's considers the pledge as limited tax because not all of the debt service has been voted by the town as excluded from the tax levy limit of Proposition 2 1/2.

Debt structure

The entire debt portfolio is fixed rate.

Debt-related derivatives

The town is not party to any interest rate swaps or derivative agreements.

Pensions and OPEB

Lexington's pension and OPEB liabilities on a reported basis are smaller than the debt burden and, though manageable at this time, represent a potential future credit challenge. The town participates in the Lexington Retirement System, a single-employer defined benefit plan, and makes annual required contributions based on at least its proportional share. The town is still on track to fully fund its pension obligations by 2030 after which the town will more aggressively fund its OPEB obligations. Currently OPEB is funded at about \$10.6 million annually. The town's teachers participate in the Massachusetts Teachers Retirement System in which the town receives on-behalf payments toward that liability that is covered by the Commonwealth.

ESG considerations**Environmental**

Lexington's E environmental issuer profile score is neutral to low (E-2). The city's carbon transition, natural capital, and water and pollution risks are modest. Given Lexington's geographical location, physical climate risk is also neutral to low with no material exposure to sea level rise and moderate exposure to shocks from extreme weather events such as hurricanes and nor-easters.

Social

Lexington's S social issuer profile score is neutral-to-low (S-2). Lexington benefits from favorable educational attainment and health and safety. City residents have access to basic services and risks associated with demographics, labor and income and housing are limited.

Governance

Lexington's G governance issuer profile score is positive (G-1). The city has a favorable institutional structure, transparency and disclosure. The city also consistently approves and releases its budgets and audited financial statements in a timely manner. Lexington's budget management and policy credibility and effectiveness are considered strong as evident by its healthy financial position and trend of balanced operations.

Rating methodology and scorecard factors

The US Cities and Counties Rating Methodology includes a scorecard, which summarizes the rating factors generally most important to city and county credit profiles. Because the scorecard is a summary, and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not map closely to the actual rating assigned.

Exhibit 6

Lexington (Town of) MA

	Measure	Weight	Score
Economy			
Resident income ratio	245.2%	10.0%	Aaa
Full value per capita	439,326	10.0%	Aaa
Economic growth metric	0.9%	10.0%	Aaa
Financial Performance			
Available fund balance ratio	37.4%	20.0%	Aaa
Liquidity ratio	56.7%	10.0%	Aaa
Institutional Framework			
Institutional Framework	Aa	10.0%	Aa
Leverage			
Long-term liabilities ratio	194.2%	20.0%	Aa
Fixed-costs ratio	8.9%	10.0%	Aaa
Notching factors			
Additional Strength in Local Resources	1.0		
Scorecard-Indicated Outcome			Aaa
Assigned Rating			Aaa

The Economic Growth metric cited above compares the five-year CAGR of real GDP for Boston-Cambridge-Newton, MA-NH Metropolitan Statistical Area [issuer specific] Metropolitan Statistical Area to the five-year CAGR of real GDP for the US

Sources: US Census Bureau, Lexington (Town of) MA's financial statements and Moody's Investors Service

Appendix

Exhibit 7

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau - American Community Survey 5-Year Estimates RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau - American Community Survey 5-Year Estimates
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Investors Service
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US City and Counties Methodology](#).

Source: Moody's Investors Service

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Rating Action: Moody's assigns Aaa to Lexington, MA's GO bonds; outlook stable

05 Feb 2024

New York, February 05, 2024 – Moody's Investors Service has assigned a Aaa rating to the Town of Lexington, Massachusetts's approximately \$9.5 million General Obligation Municipal Purpose Loan of 2024 Bonds. Moody's maintains the Aaa issuer, general obligation unlimited tax (GOULT), and general obligation limited tax (GOLT) ratings for the town. At the end of fiscal 2022, the town had about \$214 million of debt outstanding. The outlook is stable.

RATINGS RATIONALE

The Aaa issuer rating reflects Lexington's dynamic local economy and exceptional management, which has resulted in very strong financial performance, robust reserves and liquidity and the prospect that these results will be replicated through the medium term. Additionally, Lexington benefits from a very affluent tax base and proximity to Boston, including area universities which have contributed to the town's biotech industry. Long term liabilities are currently moderate and will increase in the medium term inclusive of some significant capital projects. Fixed costs are low and will likely increase although future debt service will be partially offset by projected revenue growth.

The Aaa GOULT and GOLT ratings are the same as the issuer rating because of the town's full faith and credit pledge and the town's ability to override the tax levy limits of Proposition 2 1/2.

RATING OUTLOOK

The stable outlook reflects Lexington's local economy characterized in its strong economic growth as part of the Boston metro area, biotech industry presence and very high resident incomes and property wealth. The stable outlook also incorporates the town's high reserves which have been maintained over several years while continuing to fund pension and OPEB liabilities.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- Not applicable

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- Significant deterioration in reserves and liquidity
- Increase in long-term liabilities exceeding current capital plans
- Contraction of local economy

LEGAL SECURITY

The bonds are backed by the town's full faith and credit general obligation limited tax pledge. Moody's considers the pledge as limited tax because not all of the debt service has been voted by the town as excluded from the tax levy limit of Proposition 2 1/2.

USE OF PROCEEDS

The bonds will permanently finance a variety of infrastructure projects including water and sewer, streetscape, and building improvements.

PROFILE

Located in Middlesex County, the Town of Lexington is a wealthy suburb 11 miles northwest of the City of Boston (Aaa stable). The town has an estimated population of 34,221.

METHODOLOGY

The principal methodology used in this rating was US Cities and Counties Methodology published in November 2022 and available at <https://ratings.moodys.com/rmc-documents/386953>. Alternatively, please see the Rating Methodologies page on <https://ratings.moodys.com> for a copy of this methodology.

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Town of Lexington Hybrid Refresh Project

<u>Building/Rooms Totals</u>	<u>Cost</u>	<u>Notes</u>
Town Office Bldg/Cary Memorial Bldg	\$ 158,111	
Select Board Meeting Room (SBMR)	\$ 80,276	*
Public Services Building	\$ 61,931	
Community Center	\$ 120,330	
Cary Library	\$ 143,417	
Police Department	\$ 160,302	**
Fire Department	\$ -	
Subtotal	\$ 724,368	
Contingency (12% of total cost)	\$ 86,924	
Total Project Cost	<u>\$ 811,292</u>	

<u>ARPA Request (minus SBMR)</u>	<u>Cost</u>
Request (before contingency)	\$ 644,092
Contingency (12% of total cost)	\$ 77,291
Final ARPA Request	<u>\$ 721,383</u>

Less Police Department: \$ 561,080

*Already funded by ARPA. Order placed. ETA late June

**Recommended to be funded through Police Station Project

Agenda Tracker

ITEM NAME	PROPOSED DATE	MINUTES	Item #	Description
Approve One-Day Liquor License - Rotary Club of Lexington	12-Feb-24	0	0	Rotary Club of Lexington's Lexington High School Scholarship Fundraiser 3/1
Approve MOU Cary Memorial Library Staff Association (Local 4928, MLSA, AFT-Mass, AFL-CIO)	12-Feb-24	0	0	Follow up from Executive Session vote
Accept Select Board Committee Resignation	12-Feb-24	0	0	Gresh Lattimore resigning from the TCC effective immediately
Battle Green Use Request - Lexington Historical Society	12-Feb-24	0	0	The Lexington Historical Society is requesting to use the Battle Green on 4/17 (rain date 4/18) for the Annual Children's Reenactment of the Battle of Lexington as part of Patriots' Day activities (Police; DPW; Fire - all OK)
Approve Sale of Bond Anticipation Notes	12-Feb-24	10	1	For issuance of bond after sale on 2/7
Annual Town Meeting Article Presentations Article 31 Prohibit Single -Serve Plastic Water Bottles (Citizen Petition) Article 40 Integrated Pest Management Resolution (Citizen Petition) Article 41 Massachusetts Bay Transportation Authority Article 42 Digital Publication of Legal Notices (Citizen Petition) Article 43 Voting Rights 16 and older (Citizen Petition) Article 45 Indigenous Peoples Day (Citizen Petition)	12-Feb-24	60	2	Marci Cemenska confirmed Kunal Botla- both 41 and 43 Diane Pursley confirmed Fran Ludwig-confirmed
Update and review of Roundabout and Lighting Installation on the Battle Green Streetscape Project	12-Feb-24	45	3	12/19/23 Email from D. McKenna requesting do discuss some concerns.
Confirm FY24-25 Select Board Goals	12-Feb-24	15	4	finalize goal document
Vote on the FY25 Budget Recommendation	12-Feb-24	20	5	Vote on the Brown Book
Approve Select Board Committee Appointment	26-Feb-24	0	0	Massport CAC Lexington Representative seat x1 (recruitment application deadline was 1/31)

Approve Revised Noise Committee Charge	26-Feb-24	0	0	Approve Updated Noise Committee Charge based on 1/17 SB discussion
Accept Select Board Committee Resignations	26-Feb-24	0	0	Trustees of Public Trusts x2
Approve Select Board Committee Appointments	26-Feb-24	0	0	Trustees of Public Trusts x2
Approve and Sign Water and Sewer Adjustments	26-Feb-24	0	0	Email request from Robin on 1/29
Dissolve Ad Hoc Transportation Committee??	26-Feb-24	0	0	Recommendations made at 10/2 meeting
Confirm Town Manager's Appointment of Board of Health Member	26-Feb-24	0	0	Confirm the Town Manager's appointment of a new Board of Health Member
Approve Select Board Meeting Minutes	26-Feb-24	0	0	SB minutes 1/ ; 1/25 Summit
Placeholder - Package Store Liquor License Application - Liberty Wine and Spirits 335 Woburn Street	26-Feb-24	10	1	needs to be advertised in Minuteman Newspaper, (ZBA gave a special permit with conditions for this to be allowable at this location, ZBA filing special permitn with Clerk's office yet)
Update on 173 Bedford vs. Leasing	26-Feb-24	20	2	This is a continuation of the discussion on moving the Central Administration Office to either 173 Bedford Street or leasing space and the results of the RFP process.
Review and approve Cedar Street at Hill Street/Paul Revere Road Intersection Alternatives	26-Feb-24	20	3	Engineering and Planning is seeking to present the alternatives for this project and are seeking Select Board approval to move forward.

<p>Town Meeting presentations:</p> <p>Article 47 Amend Zoning Bylaw-Signs</p> <p>Article 48 Amend Zoning bylaw-Short Term Rentals</p> <p>Article 49 Amend Zoning Bylaw-Permitted Uses and Development Standards</p> <p>Article 50 Amend Zoning Bylaw-Inclusionary Housing For Village and Multifamily Districts</p> <p>Article 51 Amend Zoning Bylaw-Maximum Height for Village Overlay District</p> <p>Article 52 Amend Zoning Bylaw and Map-Technical Corrections</p> <p>Article 53 Amend Zoning Map-Owner Petition 507 Bedford St</p> <p>Article 54 Amend Zoning Map-Owner Petition-509 Bedford St</p>	26-Feb-24	60	4	Abby McCabe & Bob Peters confirmed for PB articles plus owner petitions
PLACEHOLDER - Approve Amendment to MOU - Inn at Hastings Park	26-Feb-24	5	5	
Placeholder - Review and Approve Committee Meeting Conduct Norm Policy	26-Feb-24	15	6	Follow up from 12/18/2023 meeting
Road Closure Request - Lexington Minute Men & Lexington Historical Society	4-Mar-24	0	0	Annual reenactment of the arrival of Paul Revere and William Dawes at the Hancock-Clarke House: Bedford Street from Massachusetts Avenue to Hancock Street and Hancock Street to Adams Street closed to all but resident emergency traffic from 10:00pm on 4/14 to 12:30am on 4/15 (Police; Fire; DPW; TMO - all OK)
Town Celebrations Request for Use of Battle Green and Parade/Road Closures - Annual Patriots' Day Parade & Ceremonies	4-Mar-24	0	0	Patriots' Day 4/15: Morning Parade; Ceremonies on BG; Afternoon Parade
Center Charette Report	4-Mar-24	30	2	This will be a presentation on the report from Dr. John Mullin and Dr. Zenia Kotval on the Center Charette that was held earlier this year.
Review Draft Select board Report Report to Annual Town Meeting	4-Mar-24	10	3	

Approve Compost Site Rates for 2024	4-Mar-24	10	4	DPW has requested to have the Board vote to approve new rates for the Compost Site for 2024.
Accept Donation from Howard Wolk - 250th Monument	4-Mar-24	10	5	Howard Wolk has committed to donate \$250,000 for a new monument to be located at Belfry Park (as per the SB vote). Under MGL Ch. 44, Sec. 53A the Select Board is required to approve the purpose of the grant.
Approve and Sign Proclamations - Autism Awareness and Acceptance Month; National Public Safety Telecommunicators Week; National Public Health Week; National Library Week; Arbor Day	11-Mar-24	0	0	April is Autism Awareness and Acceptance Month; National Public Safety Telecommunicators Week 4/15-4/19 (annual proclamations); National Public Health Week 4/1-4/7; National Library Week 4/7-4/13; Arbor Day 4/26
Approve Select Board Appointment of Town Counsel	11-Mar-24	0	0	The Select Board shall appoint each year, within thirty days after the Annual Election of Town Officers, some attorney-at-law as Town Counsel, who shall serve for the term of one year. Mina Makarious/Anderson & Krieger LLP's term expires on 3/31
Approve Select Board Committee Reappointment	11-Mar-24	0	0	Mark Vitunic to be reappointed to the Board of Registrars (his term expires on 3/31) pending any other nominations
Architect Presentation to Select Board on Library Renovation	11-Mar-24	20	1	The Architect on this project is complete with Construction Documents and ready to move on to the bidding phase and will present the project to the Select Board.
PLACEHOLDER - Liquor License Amendment - Alteration of Premise/Update Liquor License Conditions Regarding New Outdoor Dining - Inn at Hastings Park	18-Mar-24	15	1	Needs to be advertised - Hearing - Inn at Hastings submitted an alteration of premise application for their liquor license to formalize the outdoor area to include the new patio area they built. Their liquor license is currently covered at the present by the state extension for outdoor dining areas to serve alcohol in this area along with their local application for outdoor dining under the Town Manager.
2024 Annual Town Meeting - Approve Select Board Report to ATM - Select Board Article Discussion and Positions	18-Mar-24	5		



Town of Lexington
Town Manager's Office

James J. Malloy, Town Manager
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MEMORANDUM

TO: Select Board
FROM: Jim Malloy, Town Manager
DATE: February 16, 2024
RE: Weekly Update

The following is an update of activities for the week ending February 16, 2024:

Town Manager Updates:

- 173 Bedford Street – We opened bids on the lease RFP on 2/16/24 too late to include in this week's update. The RFP was advertised in the Central Register and mailed to all of the leasing agents listed for available space in Lexington (on Co-Star). Results will be emailed to the Select Board early next week to review prior to the meeting on 2/26.
- Fleet Electrification Roadmap – Attached please find the Fleet Electrification Roadmap and the data we are using to determine whether total cost of ownership of an EV outweighs a traditional fossil fuel vehicle. Departments that have multiple vehicles were included in the meeting with PowerOptions to review this draft of the Roadmap. We will be reviewing each vehicle replacement as we move forward to ensure that if there is an EV option that makes sense that we are transitioning those vehicles to electric.
- Attached please find the Intermunicipal Agreement with Lincoln, Concord, Bedford and Lexington related to the Hanscom Field Emissions Study. The Town of Lincoln coordinated an IMA for the emissions study at Hanscom which I signed this week as the work is ready to move forward.
- Town Counsel and I have discussed his weekly Friday "office hours" and determined that given email and zoom meetings that the effect of scheduling Friday office hours has actually slowed interaction between Town Counsel and staff and that legal services would be better provided when they are needed and not waiting until Fridays. Therefore, starting this week, Mina will no longer be holding office hours, requests for Town Counsel services will continue to go through the Town Manager.
- Traffic Safety Group – Ross Morrow, Chris Barry, Matt Weisman and Sheila Page met with John Livsey, Mike McLean and Don Chisholm to talk about possible speed mitigation on Walnut.

In brief, they are proposing:

1. Desired sidewalk to remain on bike ped priority list as is which is number 18 out of 91 sidewalk projects
2. Add white fog lines to road after neighborhood consensus
3. Move truck exclusion signs for better warning - in progress
4. Petition state (and Waltham) to exclude trucks from Walnut

They further reviewed commonly used speed mitigation measures: Vertical deflection such as speed humps and speed tables and horizontal deflection such as a bump-outs. There was consensus that speed humps and bumps do slow speeds if place properly. There was also consensus that the road is already quite narrow and horizontal deflection would pose other dangers because there is little room for safe sideways deflection.

Physical alterations to the roads are what will slow speeds. The speed humps make drivers uncomfortable and reduces speed. This is already a narrow road so narrowing the road is not a viable option. The Fire Department – due to response time, risk to patients, and damage to equipment is opposed to any kind of vertical deflection anywhere in town. This leaves TSG with few tools to slow drivers.

What we did not discussed was balancing the risk as in slowing speeds using physical alterations on dangerous roads vs slowing response time and conflicting priorities in the community. Balancing the risk as well as balancing the Town's enforcement will need to be guided by policy.

We have striped the road with a double yellow line and installed speed feedback signs (which did slow the traffic for a period of time). In addition to slower traffic, the Walnut neighborhood is seeking a sidewalk because speeds are too high to safely walk on the road. The new sidewalk is listed as #19 in the bicycle and pedestrian plan. Relatively high on the list – 18 out of 91 but it will be many years before that sidewalk would be built. TSG recommends that the sidewalk project remain on the list at that rating.

TSG also proposes painting white fog lines on the roadway to make the lanes feel narrow to help reduce speeds. Engineering has requested TSG meet with the neighborhood to seek buy-in before DPW paints the lines as they will be difficult to remove. TSG plans to hold that meeting in April, after the truck exclusion signs are moved.

TSG has also requested the DPW to move the truck exclusion signs so the truck drivers are warned earlier and can turn on Pleasant Street ahead of the truck exclusion instead of using Walnut.

And lastly, TSG will work to petition the state for a truck restriction on Walnut.

Before the meeting in April, TSG would appreciate input from the Select Board ahead of the neighborhood meeting.

- Attached please find the agenda tracker for upcoming Select Board meetings.

Land Use Housing and Development:

- This week, Dave Pinsonneault, John Livsey, Karen Mullins, Jim Kelly, Julie Krakauer Moore, Carol Kowalski and myself, met regarding amending our groundwater and stormwater regulations and procedures to address the impact on residents. This is an item that the Town sought to address in 2019 with bylaw changes, but staff have identified that was not successful and have not addressed resident's concerns. This information is being provided as background for a potential 2025 ATM warrant article. The changes would include:
 - Potentially remove the building permit exemption from the earth fill and removal bylaw, and
 - Change rules on re-grading, mounding of lots, retaining walls and other changes to the natural flow, making them subject to special permit, and
 - Require a third party engineering review to meet standards for stormwater management
 - Include impervious surface stormwater runoff management in the revised regulatory approach
 - Strengthen the Groundwater Bylaw to remove exemption allowing less than 2 feet separation from estimated seasonal high groundwater. Possibly increase in depth to seasonal high groundwater
 - Investigate methods to address groundwater/stormwater issues after the fact.
- The Housing Feasibility Study is now posted to the Town website on both the Land Use, Housing & Development page, and the Planning Office's Housing page. The announcement will be included in Link to Lexington, and in the Town's social media, and shared with Lexington housing stakeholders.

Public Works:

- The Town Engineering Department has reviewed several design guides regarding the concerns raised at the last Select Board meeting regarding the detectable warning panel along the bike access ramps. They identified several sources that are all consistent with our design (and no contrary sources). Some examples of sources are as follows;
 - NCHRP (National Cooperative Highway Research Program) research report 834 entitled 'Crossing Solutions at Roundabouts and Channelized Turn Lanes for Pedestrians with Vision Disabilities' 2016 section 6.1.4
 - MassDOT guidelines for the Planning and Design of Roundabouts 2020
 - NCHRP research report 672 entitled 'Roundabouts: an Informational Guide' section 6.8.2.2 including exhibits 6-67 and 6-68

The Town Engineering Department has identified the current design is the standard and accepted practice. The angle and steepness of the ramp along with the panel at the top of the ramp are all indicators that these are not pedestrian curb cuts and additionally are designed to slow bikes that are entering the sidewalk. BETA and VHB, the Town's engineering consultants have also confirmed that this type of design is required.

Fleet Electrification Roadmap



OCTOBER 2023

Prepared for the Town of Lexington, Massachusetts

Executive Summary

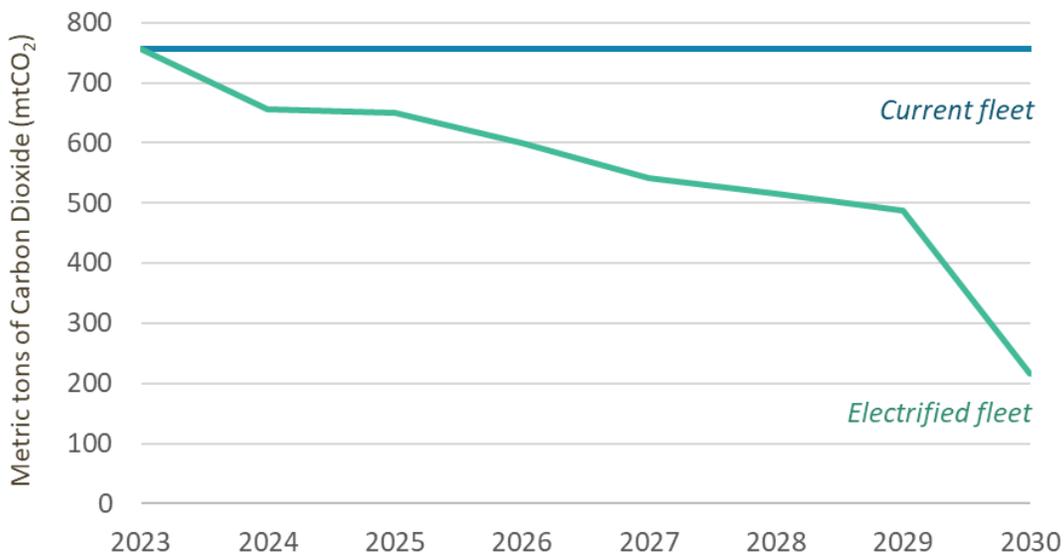
PowerOptions analyzed the Town of Lexington's current fleet, matched them with the best candidates for battery electric vehicles (BEV) and recommended when to convert each portion of the fleet to electric vehicles (EV). This analysis aims to maximize savings and greenhouse gas reductions, measured in metric tons of carbon dioxide equivalent (MT CO₂e). Lexington already has 8 electric vehicles which were excluded from this analysis.

The result of converting Lexington's fleet to BEV platforms is a **reduction of 550 metric tons** of CO₂e through 2030 and a 10-year **total cost of ownership (TCO) savings of \$1.1 million** through 2033. Electrifying Lexington's fleet reduces emissions by 70 percent relative to 2023 levels (Figure 1). With current state tax incentives, **passenger light duty vehicles (LDV)**, including SUVs and pick-up trucks, are cost competitive immediately. Because half of Lexington fleet is made up of light-duty vehicles, 26 percent of the fleet can be economically converted by 2026.

KEY FACTS

- **133 vehicles**
 - **71 LDV**
 - **38 MDV**
 - **24 HDV**
- **2023 Usage:**
 - **750 gallons fuel**
 - **6.7 MT CO₂e**
- **2030 Usage:**
 - **200 MWh**
 - **1.9 MT CO₂e**
- **70% reduction of CO₂e by 2030**

Figure 1. CO₂ emissions by scenario, 2023-2030.¹



¹ It is assumed that the electricity to charge the electric vehicles will come from the grid. However, Lexington has set an ambitious goal to generate clean electricity by 2030. If the city meets its goal, its fleet will be 100% emission-free.

Procurement Timeline

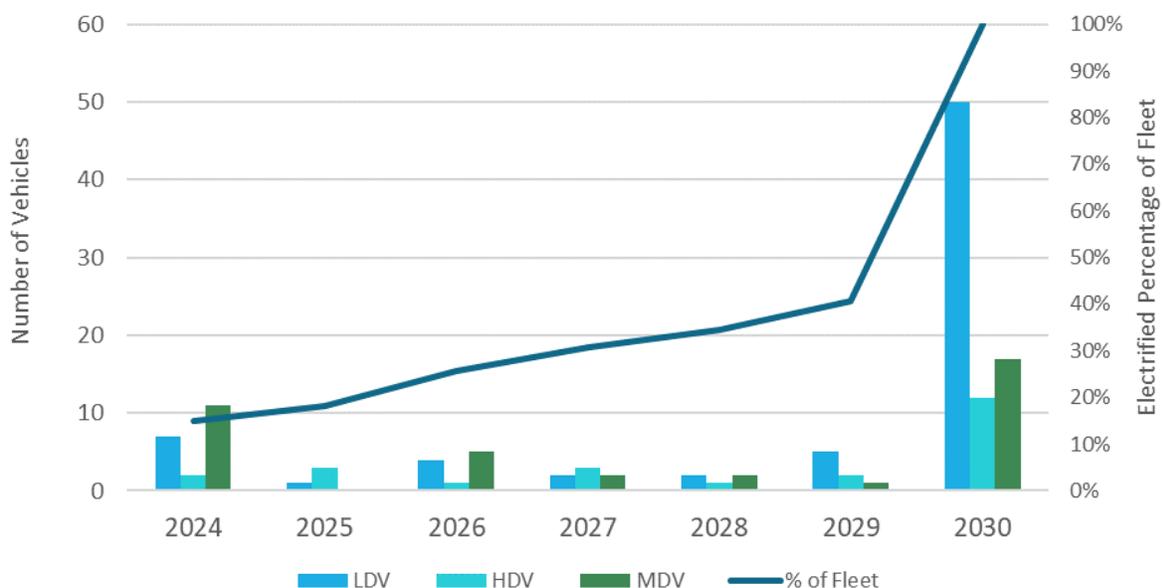
The following procurement timeline is based on **cost-effectiveness**, **annual budget** considerations, and **the remaining useful life** of each vehicle in Lexington's existing fleet. The appendix contains a detailed table that includes specific replacement years and EV model replacements for each vehicle.

In 2024-2025, 8 light-, 11 medium-, and 5 heavy-duty vehicles can be cost-effectively converted to electric, costing \$1 million. These are primarily sedans and pickup trucks—all of which have mature EV market options that are cheaper and cleaner to operate than their gas/diesel alternatives. Strong state incentives make immediate purchase possible and recommended.

Between 2026-2028, another 8 light-, 9 medium-, and 5 heavy-duty vehicles can be replaced, costing \$1.4 million. These vehicles were purchased between 2015-2018 and will reach the end of their useful lifetime (approx. 10 years) during this timeframe.

In 2029-2030, the remaining 55 light-, 18 medium-, and 14 heavy-duty vehicles will be cost-competitive candidates for EV replacement. The cost of purchasing these vehicles is estimated to be \$7.4 million. Many of the vehicles were purchased in or after 2019, so we suggest keeping these vehicles through their remaining useful life. This will also allow Lexington to reap the benefits of projected reductions in battery costs and global competition that is expected to lead to vehicle cost reduction. Most of the heavy-duty vehicles, including the 5 fire trucks, are cost effective to convert during those years. The fire trucks require custom fabrication, which accounts for a significant portion of the cost.

Figure 2. Vehicle replacement schedule by vehicle class (LDV, HDV, MDV).



Total Cost of Ownership

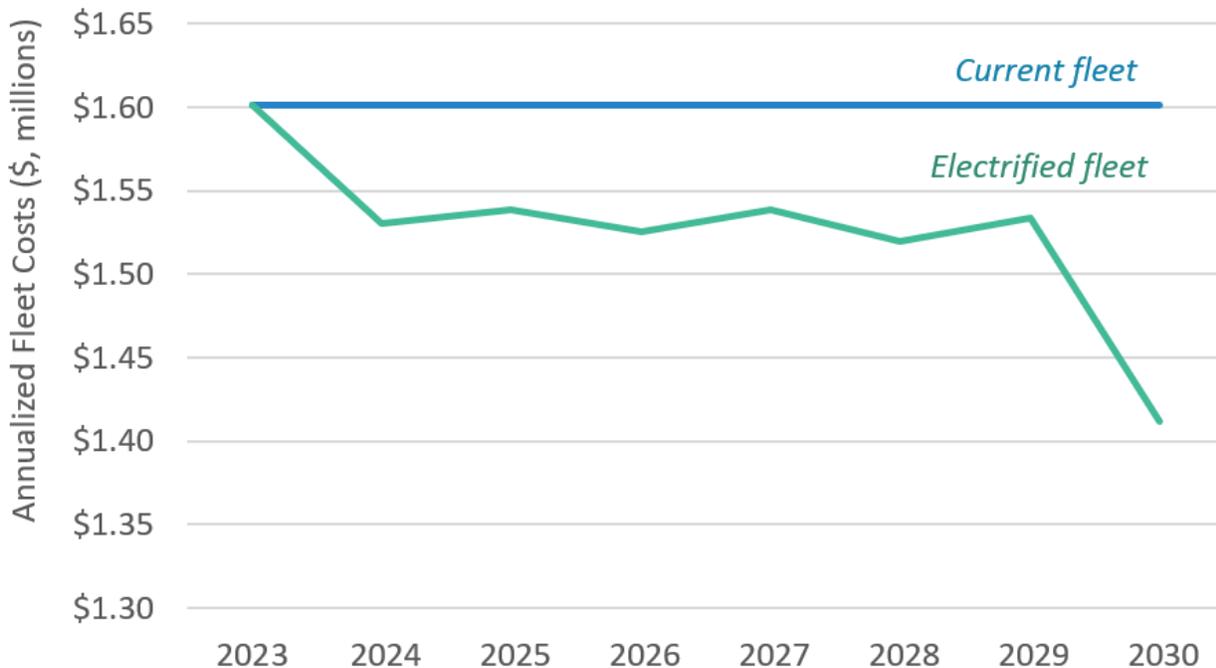
Electrification provides an opportunity to reduce the overall total cost of ownership (TCO) of Lexington's fleet because:

- Electricity costs **are 50-60 percent less** than gasoline or diesel costs
- Maintenance costs for an EV **are 25-50 percent less** than for a gasoline or diesel vehicle
- Current state incentives make light-duty EVs cost competitive now. Medium- and heavy-duty vehicles will be cost-competitive within the next 3-5 years

This roadmap measures cost-effectiveness based on a total cost of ownership (TCO) model. TCO includes all costs associated with owning a vehicle, including the upfront cost of the vehicle, all fuel needed to operate the vehicle (including electricity), maintenance costs, and charging station infrastructure.

Electrification is cost effective immediately for Lexington. To maintain Lexington's existing fleet, annual cost of ownership is estimated at \$1.6 million. After converting to EVs, Lexington's annual cost of ownership is estimated at \$1.53 million (Figure 3) by 2030, **reaping over \$90,000 in savings annually.**

Figure 3. Annualized cost of ownership by fleet scenario, 2023-2030 (\$, millions).



Charging Stations

We recommend installing 70 Level 2 dual-port charging stations and 2 dual-port direct current fast charging (DCFC) 120kW charging stations. These values were determined using the estimated annual miles traveled of the vehicles parked at each location.



Assuming that the incentives from available funding programs will cover at least 80 percent of charging station equipment and installation costs, we estimate that Lexington will pay about \$6,900 per dual-port charging station and about \$15,000 per DCFC charging depot. This cost estimate is subject to change depending on the availability of the stations and incentive amount received.

The number of charging stations recommended for each garage location is outlined in Table 1. We estimate that one Level 2 charging station will be required for every 24,000 annual miles traveled. Finally, we suggest one DCFC charging station per fire department location.

Table 1. Number of chargers recommended at each garage location.

Department	Garage Location	Number of Vehicles at Garage	Estimated Annual Miles Traveled	Number of Level 2 Chargers	Number of DCFC Chargers
DPW/Facilities	201 Bedford St	78	968,844*	40	
DPW	60 Hartwell Ave	2	6,432	1	
Fire	1006 Mass Ave	5	22,924*	1	1
Fire HQ	45 Bedford	14	112,494*	1	1
LUHD/TOB	1625 Massachusetts Ave	7	50,166	2	
Police	1575 Massachusetts Ave	21	525,000*	22	
Schools	Schools	1	3,000*	1	
Unknown	N/A	5	67,000*	3	
TOTAL		133	1,755,860	70	2

*Mileage was not provided for some of the vehicles in these departments, and therefore we used average values from similar vehicles.

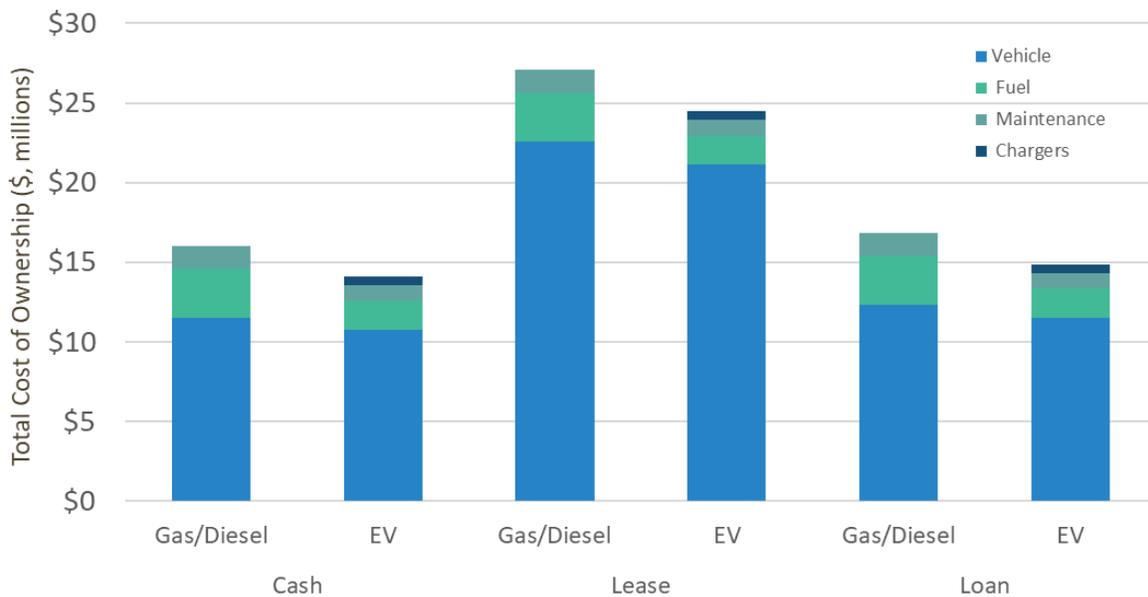
Financing

We compared the total cost of ownership of both EV and gasoline/diesel fleets for three financing scenarios: cash, loan, and lease. For these financing scenarios, we factored in monetization of state rebates and aggregate purchasing discounts.

The total cost of ownership of an electrified fleet is lowest in the cash scenario, at about **\$13 million**. The next lowest cost option is the loan scenario, at \$14 million. The lease option is the most expensive, at \$24 million. These cost relationships are illustrated in Figure 4. Lexington will save \$11 million by buying EVs in cash instead of leasing and will save \$1 million by buying in cash instead of financing with a loan.

The primary reason that the cost of owning an EV is lower than the cost of owning a gasoline or diesel vehicle is **lower fuel costs**. While it is true that EVs tend to have lower maintenance costs, those savings tend to be offset by the additional cost of installing charging stations.

Figure 4. Fleet total cost of ownership by financing option and cost component (\$, millions).



Benefits of Electrification

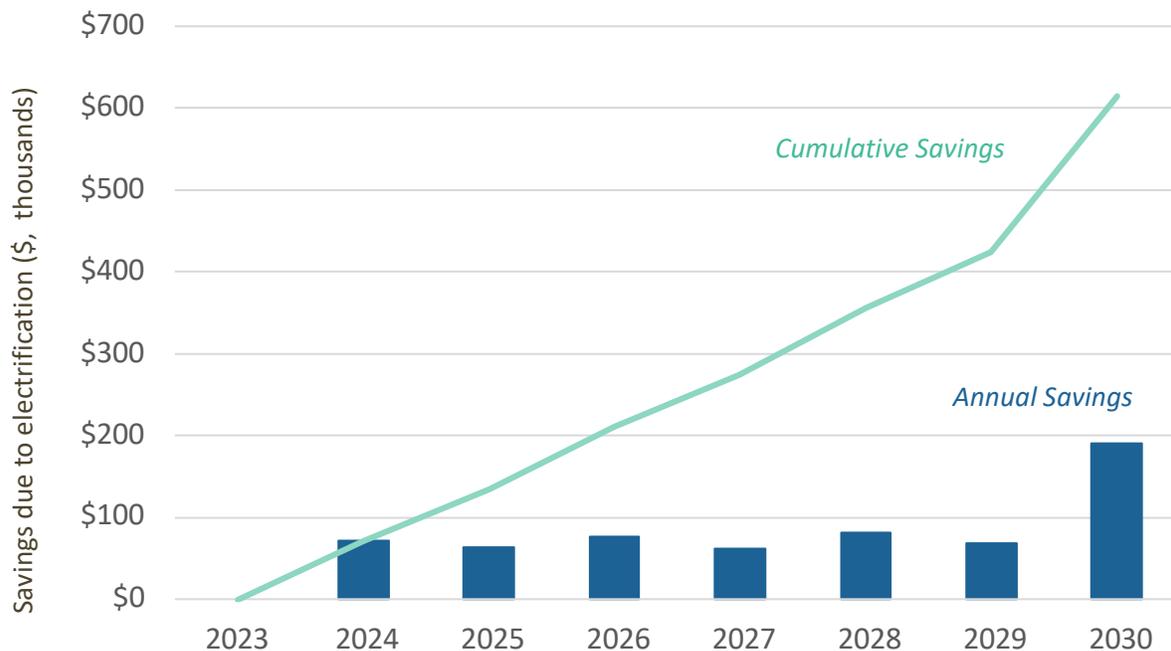
This roadmap illustrates that Lexington can cost-effectively convert its vehicles to an all-electric fleet by 2030. The benefits of converting to an all-electric fleet are numerous:

- ✓ Avoid emitting **550 tons of GHG** into the atmosphere through 2030
- ✓ Reduce the impacts of **asthma** and other air quality-related health conditions
- ✓ **Save over \$170,000** per year starting in 2024
- ✓ Eliminate your vulnerability to **price volatility** of gasoline and diesel markets

In addition to saving money, clean electric vehicles improve air quality, contributing to improved health for citizens, employees, and customers. Finally, reducing GHGs is an important step to mitigating the effects of climate change.

After incentives, the total upfront investment required to convert Lexington’s fleet is \$11.2 million, \$10.7 million of which is for the vehicles and \$500,000 of which is for charging infrastructure. Note that charging infrastructure costs do not include any electrical upgrade costs. Because of the lower TCO for EVs, **this roadmap is expected to yield cumulative savings of \$600,000 by 2030.**

Figure 5. Cumulative and annual savings accrued by adopting electric vehicles according to this roadmap (\$, thousands).



Incentives

In Massachusetts, incentives for cleaner and more sustainable transportation solutions have become a cornerstone of the state's efforts to reduce emissions and promote a greener future.

The Massachusetts Offers Rebates for Electric Vehicles (MOR-EV) program provides up to \$90,000 for [medium and heavy-duty vehicles](#) and up to \$5,000 for new and used [light-duty vehicles](#) at the point of sale. Massachusetts also supports charging infrastructure through the [MassEVIP Program](#), which offers up to \$50,000 per street address for publicly accessible chargers.

[Eversource](#) offers incentives for electric vehicles and charging station hardware and installation costs. Interested fleets can apply online, receiving confirmation and instructions post-application. The program reduces EVSE installation costs and aids in equipment selection, offering a database of preferred vendors. Make-ready incentives of utility-side infrastructure costs can be combined with tax credits and DERA program benefits. Make-ready incentives range from 50-100% for Level 2 & fast-charging infrastructure, and charging station rebates extend up to \$6,000 per Level 2 port and \$80,000 per fast-charger.

The federal government encourages alternative fuel infrastructure through the [Alternative Fuel Infrastructure Tax Credit](#), further enhancing clean transportation options through a tax credit of 30% of the cost, not to exceed \$30,000. In addition, the Internal Revenue Service (IRS) provides up to \$7,500 in [tax credits](#) for light-duty clean vehicles and up to \$40,000 for medium and heavy-duty vehicles including school buses purchased in 2023. The fight against diesel emissions is also a priority at the federal level through the [Diesel Emissions Reduction Act \(DERA\)](#). It provides funding for up to 45% of the cost of all-electric replacement vehicle and charging equipment, to reduce harmful emissions from diesel-powered vehicles like buses and other MDVs and HDVs.



Assumptions

This assessment was prepared using industry standard assumptions for fleet operations, financing, and implementation.

In this roadmap, we made the following assumptions:

- Electricity Price: Estimated current average electricity price \$0.18/kWh is held constant.
- Fuel Prices: Existing fuel costs of \$3.75 per gallon for gasoline and \$4 per gallon for diesel in Massachusetts are held constant.
- Vehicle Purchases: Vehicle purchases are for new vehicles at 2023 cost.
- Pricing Factors: Current vehicle pricing, state rebates, and aggregate buying discounts are considered.
- Charging Equipment: Current Electric Vehicle Supply Equipment (EVSE) installation costs and utility incentives are factored in.
- Customized Charging Plan: A tailored EVSE plan is designed for Lexington's fleet, considering vehicle types and an average of 12,000 annual miles per charging port.
- Mileage Consideration: Analysis incorporates average miles traveled to align recommendations with real-world usage patterns.

Next Steps

PowerOptions is knowledgeable about EV procurements options and can provide more information about how to efficiently and cost-effectively procure your EVs based on this roadmap.

For more information, please contact:

Erin Camp, PhD | Program Manager | ecamp@poweroptions.org

Anna Brackenhofer | Energy Program Analyst | abrackenhofer@poweroptions.org

Appendix

Figure 6. Vehicle by vehicle replacement schedule and savings estimates.

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2024	1FTMF1EM6EKF10673	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,263	0.7	\$ 199	\$ 59
2024	JTDKBRFU8J3083775	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 24,034	0.5	\$ 109	\$ 107
2024	1FTMF1EB6JFC16580	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 35,954	1.3	\$ 365	\$ 109
2024	2C3CDXKG5MH609109	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 44,737	9.2	\$ 3,335	\$ 660
2024	2C3CDXKG1MH528673	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 44,737	9.2	\$ 3,335	\$ 660
2024	2C3CDXKG8MH528671	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 44,737	9.2	\$ 3,335	\$ 660
2024	1FTBF2B66CEC50189	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,029	0.8	\$ 224	\$ 73
2024	1FT8X3B61GEB37141	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,342	0.9	\$ 241	\$ 79
2024	1FDXF47PX6EC23368	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 101,834	17.8	\$ 4,591	\$ 1,320
2024	1FDTF4HT7KDA17256	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	1FDTF4HT1KEE59461	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	1FDUF4HN6MDA08279	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.6	\$ 161	\$ 53
2024	1FDUF4HN2MDA08280	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.6	\$ 161	\$ 53
2024	1FDUF5HT2GEC88348	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	1FDUF5HT2HED14500	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 101,834	17.8	\$ 4,023	\$ 1,320
2024	1FDUF5HNXMDA08467	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,624	0.7	\$ 201	\$ 66
2024	1FDUF5HN4MDA08464	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,624	0.7	\$ 201	\$ 66

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2024	1FD0X5HT4HEE72476	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	2NKHJ8X0JM209504	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,232	1.3	\$ 86	\$ 126
2024	1NKBHJ9X1NR472717	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 328,478	32.8	\$ 2,151	\$ 3,150
2025	1FTFW1P80NKE09637	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 42,607	2.8	\$ 776	\$ 231
2025	1HTWDAAR3BJ409496	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,974	1.3	\$ 117	\$ 119
2025	1M2AX13C1GM033518	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,974	1.3	\$ 117	\$ 119
2025	1NKBHJ9X3LR379310	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,232	1.3	\$ 86	\$ 126
2026	1FMCU9G92EUA31241	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 40,177	0.6	\$ 120	\$ 110
2026	1FTER4FH4LLA30637	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	0.9	\$ 246	\$ 73
2026	1FTMF1E89GFC00662	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,854	0.9	\$ 254	\$ 76
2026	1C4SDJFT3GC437715	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2026	1HTWCAAR98J679361	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2026	1FDRF3H63MEC70747	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	0.9	\$ 241	\$ 79
2026	1FDXF47P35ED05974	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2026	1FDXF47P86EC23370	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2026	1FDXF47P27EB21306	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2026	1FDUF5GT6FED70373	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,323	0.9	\$ 230	\$ 66
2027	2FMTK4G94FBB43183	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 45,084	2.6	\$ 844	\$ 222
2027	1FMCU9BZ2MUA73382	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 36,733	0.2	\$ 35	\$ 32
2027	1HTWDAAR1BJ409495	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2027	1HTWDAZR5BJ340945	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2027	1FDXF47PO7EB21305	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2027	1M2AX01CXEM002052	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 514,931	33.7	\$ 2,937	\$ 2,985
2027	1FDUF4HY0GEA84086	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,605	0.6	\$ 161	\$ 53
2028	1FMCU9G99EUD66755	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 43,704	1.0	\$ 208	\$ 191
2028	1FMJU1GT8FEF03751	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 44,791	2.5	\$ 818	\$ 215
2028	1FDUF4HT9BEA15278	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2028	1FDUF4HT9KEE57848	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2028	1NKBHJ9X0MR425595	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 86	\$ 126
2029	2FMPK4J96HBB58734	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 52,747	4.7	\$ 1,505	\$ 396
2029	NM0LS6E72F1175043	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 42,006	0.6	\$ 123	\$ 121
2029	NM0LS6AN2CT083628	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,752	0.6	\$ 117	\$ 115
2029	1FM5K8FW5NNA10989	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2029	1FM5K8AW7NNA03744	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2029	3HTWDAAR87N458620	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2029	3HAWDSTR6GL749494	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2029	1FDUF5HT2HDA06622	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,323	0.9	\$ 230	\$ 66
2030	2FMTK4G92FBB43182	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 48,679	3.6	\$ 1,154	\$ 304
2030	2FMPK4J98HBB58735	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 39,899	1.2	\$ 396	\$ 104
2030	2FMPK4J97LBA73250	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 58,779	6.3	\$ 2,026	\$ 533

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2030	1FTMF1EMXDKF33405	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,196	0.5	\$ 152	\$ 45
2030	1FTMF1EM4EKF10672	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,692	0.7	\$ 183	\$ 54
2030	1FTMF1EM8EKG51972	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 36,394	1.7	\$ 473	\$ 141
2030	1FTMF1EBXJFC16579	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,395	0.8	\$ 226	\$ 67
2030	JTDKDTB38F1584303	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 22,917	0.4	\$ 100	\$ 98
2030	2FMPK4G97HBC66268	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 38,547	0.9	\$ 279	\$ 73
2030	2FMDK4JC8DBB12444	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 35,356	0.0	\$ 4	\$ 1
2030	1FM5K8D81FGA57365	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 46,242	2.9	\$ 944	\$ 248
2030	1FM5K8D84KGA29733	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 47,434	3.3	\$ 1,047	\$ 275
2030	1FM5K8AW3LGA95260	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 53,638	4.9	\$ 1,582	\$ 416
2030	1FM5K8AWXNNA10980	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 38,885	1.0	\$ 308	\$ 81
2030	1FTMF1C83HFB35473	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,675	0.6	\$ 181	\$ 54
2030	3FAHP0HA3CR356108	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 27,880	2.4	\$ 819	\$ 231
2030	3FA6P0T96KR185941	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 22,668	1.0	\$ 325	\$ 92
2030	2FMTK4J85FBC18053	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 43,785	2.3	\$ 731	\$ 192
2030	3FA6P0H77HR144024	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 21,307	0.6	\$ 196	\$ 55
2030	3FA6P0T91LR216322	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 22,032	0.8	\$ 265	\$ 75
2030	1N4AL11D76N345210	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 43,936	5.6	\$ 1,800	\$ 660
2030	1FM5K8AW7NNAO3744	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1FM5K8AW2NNAO2307	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2030	1FM5K8AWXNNA02023	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1C4DJFT8MC697409	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4RDJFG4FC101233	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFT8KC652547	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFTXKC753847	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	2FMDK4GC9EBB13904	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1C4SDJFT0JC409037	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFT2HC859007	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFTOLC166543	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFTXFC938423	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFT9MC662037	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1HTWPAZT0DJ352989	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2030	1HTWDAZR3BJ340944	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2030	1HTWAAAR2CJ627682	Box_Truck-Lightning Systems-ZEV4-Class 4-\$70000	\$ 70,000	37	\$ 79,907	1.9	\$ 557	\$ 114
2030	1HTWDAAR7AJ266230	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2030	1FDAF47R29EA93422	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2030	1FDUF4HT2DEA42258	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2030	1FD0X4HTXDEA42259	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2030	1FD0W4HT5EEA86254	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2030	1FDUF4HT0KEE57849	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2030	1M2AX01C1DM001743	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 514,931	33.7	\$ 2,937	\$ 2,985
2030	1M2AX13C3GM033519	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2030	54DC4W1COGS809845	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 30	\$ 126
2030	1HTMWSKKXAH266190	Service_Van-Ford-E-Transit-Class 4-\$49475	\$ 49,475	62	\$ 58,156	2.0	\$ 695	\$ 121
2030	2NKHJJ6X5LM397295	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 86	\$ 126
2030	2NKHJJ7X0NM477394	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 86	\$ 126
2030	1FTYE1YM7JKA52605	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 40,824	0.5	\$ 94	\$ 92
2030	1FTSE3EL9BDA48140	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL0BDA48141	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL6DDA10500	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL3DDA10499	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL1EDA16514	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3ELXEDA16513	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTBF2B64GEA23332	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	0.8	\$ 224	\$ 73
2030	1FDRF3H65KEC42753	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	0.8	\$ 224	\$ 73
2030	1FDRF3HT7CEC05582	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	1.0	\$ 255	\$ 73
2030	1FDUF4HY6EEA74871	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,323	0.7	\$ 201	\$ 66
2030	1FDUF5HTXGEA84140	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 31,075	67	\$ 41,779	0.9	\$ 212	\$ 116
2030	1FTYR2XM1HKA25714	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTBR2C88LKB25137	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2030	1FTNR2CM0FKA00695	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTBR2C8XNKA20263	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTBR2X87MKB01696	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 42,734	0.7	\$ 141	\$ 139
2030	4ENLABA85H1001256	Fire_Truck-Pierce-Volterra-Class 8-\$710000	\$ 710,000	9	\$ 656,957	1.0	\$ (1,486)	\$ 330
2030	44KFT42817WZ21124	Fire_Truck-Pierce-Volterra-Class 8-\$710000	\$ 710,000	9	\$ 656,957	1.0	\$ (1,486)	\$ 330
2030	1FTBF3B67LED51148	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.2	\$ 319	\$ 105
2030	1FDUF5HT8CEB10731	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1FDUF5HT2LDA06998	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1FDUF5HT9FEB37618	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1FDUF5HT6JEC14003	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1GBE5E3998F409433	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 81,635	-0.8	\$ (1,382)	\$ 315
2030	1GCHK34KX8E197350	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 35,913	1.7	\$ 488	\$ 132
2030	4ENRAAA8241009328	Fire_Truck-Pierce-Volterra-Class 8-\$710000	\$ 710,000	9	\$ 656,957	1.0	\$ (1,486)	\$ 330
2030	4EN6AHA82D2008346	Fire_Truck-Pierce-Volterra-Class 8-\$710000	\$ 710,000	9	\$ 656,957	1.0	\$ (1,486)	\$ 330
2030	4EN6AHA85F2009543	Fire_Truck-Pierce-Volterra-Class 8-\$710000	\$ 710,000	9	\$ 656,957	1.0	\$ (1,486)	\$ 330
2030	1FTBW9CG6MKA04715	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 84,741	5.7	\$ 1,177	\$ 1,155

Table 2. Cost of fleet electrification before and after incentives, by year of investment.

Investment Year	Gross Investment (pre-incentives)	Net Up Front Investment (after incentives)
2024	\$ 777,380	\$ 441,380
2025	\$ 770,690	\$ 568,690
2026	\$ 712,990	\$ 456,490
2027	\$ 1,190,490	\$ 846,490
2028	\$ 228,780	\$ 151,280
2029	\$ 958,835	\$ 667,835
2030	\$ 9,826,815	\$ 6,735,490
TOTAL	\$ 14,465,980	\$ 9,867,655

VIN	Replacement Year	Electric Vehicle Description	EV Price	eMPG	TCO	Avoided GHG tons	Fuel Savings	Maintenance Savings
2024	JTDKBRFU8J3083775	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 24,034	0.5	\$ 109	\$ 107
2024	2C3CDXKG5MH609109	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 44,737	9.2	\$ 3,335	\$ 660
2024	2C3CDXKG1MH528673	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 44,737	9.2	\$ 3,335	\$ 660
2024	2C3CDXKG8MH528671	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 44,737	9.2	\$ 3,335	\$ 660
2030	JTDKDTB38F1584303	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 22,917	0.4	\$ 100	\$ 98
2030	3FAHPOHA3CR356108	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 27,880	2.4	\$ 819	\$ 231
2030	3FA6POT96KR185941	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 22,668	1.0	\$ 325	\$ 92
2030	3FA6POH77HR144024	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 21,307	0.6	\$ 196	\$ 55
2030	3FA6POT91LR216322	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 22,032	0.8	\$ 265	\$ 75
2030	1N4AL11D76N345210	Sedan-Chevrolet-Bolt-Class 1-\$17800	\$ 10,300	134	\$ 43,936	5.6	\$ 1,800	\$ 660
2024	1FTMF1EM6EKF10673	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,263	0.7	\$ 199	\$ 59
2024	1FTMF1EB6JFC16580	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 35,954	1.3	\$ 365	\$ 109
2024	1FTBF2B66CEC50189	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,029	0.8	\$ 224	\$ 73
2024	1FT8X3B61GEB37141	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,342	0.9	\$ 241	\$ 79
2024	1FDXF47PX6EC23368	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 101,834	17.8	\$ 4,591	\$ 1,320
2024	1FDTF4HT7KDA17256	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	1FDTF4HT1KEE59461	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	1FDUF4HN6MDA08279	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.6	\$ 161	\$ 53
2024	1FDUF4HN2MDA08280	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.6	\$ 161	\$ 53
2024	1FDUF5HT2GEC88348	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2024	1FDUF5HT2HED14500	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 101,834	17.8	\$ 4,023	\$ 1,320
2024	1FDUF5HNXMDA08467	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,624	0.7	\$ 201	\$ 66
2024	1FDUF5HN4MDA08464	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,624	0.7	\$ 201	\$ 66
2024	1FD0X5HT4HEE72476	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,906	0.7	\$ 184	\$ 53
2025	1FTFW1P80NKE09637	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 42,607	2.8	\$ 776	\$ 231
2026	1FTER4FH4LLA30637	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	0.9	\$ 246	\$ 73
2026	1FTMF1E89GFC00662	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,854	0.9	\$ 254	\$ 76
2026	1FDRF3H63MEC70747	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	0.9	\$ 241	\$ 79
2026	1FDXF47P35ED05974	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2026	1FDXF47P86EC23370	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2026	1FDXF47P27EB21306	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2026	1FDUF5GT6FED70373	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,323	0.9	\$ 230	\$ 66
2027	1FDXF47PO7EB21305	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2027	1FDUF4HY0GEA84086	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,605	0.6	\$ 161	\$ 53
2028	1FDUF4HT9BEA15278	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2028	1FDUF4HT9KEE57848	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2029	1FDUF5HT2HDA06622	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,323	0.9	\$ 230	\$ 66
2030	1FTMF1EMXDKF33405	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,196	0.5	\$ 152	\$ 45
2030	1FTMF1EM4EKF10672	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,692	0.7	\$ 183	\$ 54
2030	1FTMF1EM8EKG51972	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 36,394	1.7	\$ 473	\$ 141

2030	1FTMF1EBXJFC16579	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,395	0.8	\$ 226	\$ 67
2030	1FTMF1C83HFB35473	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 31,675	0.6	\$ 181	\$ 54
2030	1FDAF47R29EA93422	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2030	1FDUF4HT2DEA42258	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2030	1FD0X4HTXDEA42259	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2030	1FD0W4HT5EEA86254	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 33,041	1.1	\$ 275	\$ 79
2030	1FDUF4HT0KEE57849	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 100,533	17.8	\$ 4,591	\$ 1,320
2030	1FTBF2B64GEA23332	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	0.8	\$ 224	\$ 73
2030	1FDRF3H65KEC42753	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	0.8	\$ 224	\$ 73
2030	1FDRF3HT7CEC05582	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,728	1.0	\$ 255	\$ 73
2030	1FDUF4HY6EEA74871	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 32,323	0.7	\$ 201	\$ 66
2030	1FTBF3B67LED51148	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.2	\$ 319	\$ 105
2030	1FDUF5HT8CEB10731	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1FDUF5HT2LDA06998	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1FDUF5HT9FEB37618	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1FDUF5HT6JEC14003	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 34,423	1.4	\$ 364	\$ 105
2030	1GCHK34KX8E197350	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 21,400	67	\$ 35,913	1.7	\$ 488	\$ 132
2026	1FMCU9G92EUA31241	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 40,177	0.6	\$ 120	\$ 110
2026	1C4SDJFT3GC437715	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2027	2FMTK4G94FBB43183	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 45,084	2.6	\$ 844	\$ 222
2027	1FMCU9BZ2MUA73382	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 36,733	0.2	\$ 35	\$ 32
2028	1FMCU9G99EUD66755	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 43,704	1.0	\$ 208	\$ 191
2028	1FMJU1GT8FEF03751	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 44,791	2.5	\$ 818	\$ 215
2029	2FMFK4J96HBB58734	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 52,747	4.7	\$ 1,505	\$ 396
2029	1FM5K8FW5NNA10989	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2029	1FM5K8AW7NNA03744	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	2FMTK4G92FBB43182	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 48,679	3.6	\$ 1,154	\$ 304
2030	2FMFK4J98HBB58735	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 39,899	1.2	\$ 396	\$ 104
2030	2FMFK4J97LBA73250	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 58,779	6.3	\$ 2,026	\$ 533
2030	2FMFK4G97HBC66268	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 38,547	0.9	\$ 279	\$ 73
2030	2FMFK4JC8DBB12444	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 35,356	0.0	\$ 4	\$ 1
2030	1FM5K8D81FGA57365	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 46,242	2.9	\$ 944	\$ 248
2030	1FM5K8D84KGA29733	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 47,434	3.3	\$ 1,047	\$ 275
2030	1FM5K8AW3LGA95260	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 53,638	4.9	\$ 1,582	\$ 416
2030	1FM5K8AWXNNA10980	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 38,885	1.0	\$ 308	\$ 81
2030	2FMTK4J85FBC18053	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 43,785	2.3	\$ 731	\$ 192
2030	1FM5K8AW7NNA03744	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1FM5K8AW2NNA02307	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1FM5K8AWXNNA02023	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1C4DJFT8MC697409	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4RDJFG4FC101233	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660

2030	1C4SDJFT8KC652547	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFTXKC753847	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	2FMDK4GC9EBB13904	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	7.8	\$ 2,510	\$ 660
2030	1C4SDJFT0JC409037	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFT2HC859007	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFTOLC166543	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFTXFC938423	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2030	1C4SDJFT9MC662037	SUV-Chevrolet-Blazer 2LT-Class 1-3-\$36595	\$ 29,095	97	\$ 64,378	8.7	\$ 2,898	\$ 660
2029	NM0LS6E72F1175043	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 42,006	0.6	\$ 123	\$ 121
2029	NM0LS6AN2CT083628	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,752	0.6	\$ 117	\$ 115
2030	1FTYE1YM7JKA52605	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 40,824	0.5	\$ 94	\$ 92
2030	1FDUF5HTXGEA84140	Pickup2-Chevrolet-Silverado EV-Class 1-3-\$28900	\$ 31,075	67	\$ 41,779	0.9	\$ 212	\$ 116
2030	1FTYR2XM1HKA25714	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTBR2C88LKB25137	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTNR2CM0FKA00695	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTBR2C8XNKA20263	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 41,779	0.6	\$ 118	\$ 116
2030	1FTBR2X87MKB01696	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 42,734	0.7	\$ 141	\$ 139
2030	1FTBW9CG6MKA04715	Transit_Van-Ford-E-Transit-Class 3-\$38575	\$ 31,075	62	\$ 84,741	5.7	\$ 1,177	\$ 1,155
2030	1FTSE3EL9BDA48140	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL0BDA48141	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL6DDA10500	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL3DDA10499	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3EL1EDA16514	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1FTSE3ELXEDA16513	Minivan-Chrysler-Pacifica PHEV-Class 1-\$43295	\$ 35,795	110	\$ 44,432	0.8	\$ 288	\$ 99
2030	1HTMWSKKXAH266190	Service_Van-Ford-E-Transit-Class 4-\$49475	\$ 49,475	62	\$ 58,156	2.0	\$ 695	\$ 121
2024	2NKHHJ8X0JM209504	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,232	1.3	\$ 86	\$ 126
2024	1NKBHJ9X1NR472717	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 328,478	32.8	\$ 2,151	\$ 3,150
2025	1NKBHJ9X3LR379310	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,232	1.3	\$ 86	\$ 126
2028	1NKBHJ9X0MR425595	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 86	\$ 126
2030	54DC4W1COGS809845	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 30	\$ 126
2030	2NKHHJ6X5LM397295	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 86	\$ 126
2030	2NKHHJ7X0NM477394	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 65,182	1.3	\$ 86	\$ 126
2030	1GBE5E3998F409433	Service_Truck-BYD-6F-Class 6-\$50290	\$ 50,290	15	\$ 81,635	-0.8	\$ (1,382)	\$ 315
2030	1HTWAAAR2CJ627682	Box_Truck-Lightning Systems-ZEV4-Class 4-\$70000	\$ 70,000	37	\$ 79,907	1.9	\$ 557	\$ 114
2025	1HTWDAAR3BJ409496	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,974	1.3	\$ 117	\$ 119
2025	1M2AX13C1GM033518	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,974	1.3	\$ 117	\$ 119
2026	1HTWCAAR98J679361	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2027	1HTWDAAR1BJ409495	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2027	1HTWDAZR5BJ340945	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119
2027	1M2AX01CXEM002052	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 514,931	33.7	\$ 2,937	\$ 2,985
2029	3HTWDAAR87N458620	Dump_Truck-Mack-LR-Class 8-\$248500	\$ 248,500	16	\$ 262,924	1.3	\$ 117	\$ 119

INTERMUNICIPAL AGREEMENT FOR
Emissions Study Under the Auspices of the Hanscom Field Advisory Commission (HFAC)

THIS AGREEMENT is entered into by and between the Towns of Lincoln, Lexington, Concord, and Bedford, hereafter referred to collectively as the “Municipalities,” this __ day of February, 2024, as follows:

WHEREAS, the Municipalities desire to share the services and costs of a common consultant to conduct a study of the impacts of aviation emissions in connection with the proposed “North Airfield” expansion of Hansom Field.(the “Consultant Team”); and

WHEREAS, the Hanscom Field Advisory Commission’s (HFAC) charter includes responsibility for reviewing and commenting on Hanscom Field operations and their attendant impacts on surrounding communities; and

WHEREAS, HFAC intends to retain the services of a consultant to carry out the above referenced emissions study on behalf of the Municipalities; and

WHEREAS, each Municipality has committed the sum of \$6,250 to fund Phase I (“Interim Report & Presentation) of a three Phase project (phasing plan appears on page 12 of the consultant’s proposal titled “Environmental Impacts of Aviation Emissions Near Hanscom Field”, from Environmental Monitoring Partners, dated January 5, 2024); and

WHEREAS, HFAC will pursue funding from the Massport Community Advisory Commission (CAC) and other sources to undertake Phases II and III of the above referenced scope of work as soon as funds are available; and

WHEREAS, the Town of Lincoln is willing and capable of serving as the fiscal agent for the project, including the collection, accounting and use of funds provided by the Municipalities to fund the Consultant contract; and

WHEREAS, each of the Municipalities has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound, agree under seal as follows:

1. Term. The initial term of this Agreement shall commence on the execution of this agreement and the signing of a contract with a qualified consultant, and shall expire at such time as the consultant delivers the Interim Report & Presentation, expected in the April, 2024 timeframe. The contract may be extended, subject to the availability of additional funding, to cover Phases II and III of above-referenced scope of work that appears in Exhibit A, and subject to the approval of HFAC and the four Municipalities.

2. Lead Entity. During the Term of this Agreement, the Hanscom Field Advisory Commission (HFAC), shall act as the project manager, and shall provide the following as may be required:

- a. Satisfy any and all procurement obligations;
- b. Select a vendor best able to perform the work as specified in the Scope of Services described in Exhibit A (Proposal from Environmental Monitoring Partners)
- c. Enter into a contract with the Consultant to provide said services described in Exhibit A;
- d. Manage the Consultant contract on behalf of the Municipalities;
- e. Receive invoices from the Consultant and direct them to the Town of Lincoln for payment for services rendered;
- f. Provide conflict resolution in accordance with Section 10 below.

3. Duties of the Consultant. During the Term of this Agreement, the Consultant shall perform services as described in Phase I of Exhibit A. **The Consultant shall not proceed with Phases II or III work without express authorization from HFAC, which will not be provided without the approval of the four Municipalities.**

4. Funding Structure and Payment. The Town of Lincoln shall request funds for Phase I support from each municipality in advance of execution of the contract with the Consultant.

5. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, to the extent provided by law, each municipality (the "Indemnifying Municipality") separately agrees to indemnify the Town of Lincoln, and HFAC, including all officials, officers, employees, agents, services and representatives, from and against any claim arising out of the duties performed by the Consultant pursuant to the Agreement in or on behalf of the Indemnifying Municipality. The Indemnifying Municipality's obligation to indemnify under this Section shall be limited to and benefited by the immunities and the limits on liability that would be applicable under M.G.L. c. 258 and any other law or statute limiting the liabilities of municipalities as if the negligent act or omission had been made by an employee of the Indemnifying Municipality. Furthermore, the Indemnifying Municipalities shall not be liable for any claims arising from:

- a. Violations of state or federal civil rights statutes;
- b. Violations of state or federal discrimination statutes;
- c. Wrongful termination claims;
- d. Violations of any state or federal statute dealing with employment practices; and
- e. Claims that are covered by any insurance policy.

6. Termination. The Municipalities agree to provide a pro-rata share of the Contract cost as specified above, and to pay said share when this IMA is fully executed and in advance of Contract execution with the Consultant. Whereas the Contract will be on a fee for service basis, with a limited scope of work and timetable for delivery, a right of termination is not provided.

7. Conflict Resolution. The Town of Lincoln will work to resolve any conflicts that may arise.

8. Financial Safeguards. The Town of Lincoln shall maintain separate, accurate and comprehensive records of all services performed, and all contributions received from each municipality.

9. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Municipalities.

10. Amendment. This Agreement may be amended only by a writing signed by all Municipalities duly authorized thereunto.

11. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

12. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

13. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

14. Notices. Any notice permitted or required hereunder to be given or served on any municipality shall be in writing signed in the name of or on behalf of the municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Bedford
Matthew J. Hanson
Town Hall
10 Mudge Way
Bedford, MA 01730

Town of Concord
Kerry Lafleur, Town Manager
Town House, P.O. Box 535
22 Monument Square
Concord, MA 01742

Town of Lexington
James Malloy, Town Manager

1625 Massachusetts Avenue
Lexington, MA 02420

Town of Lincoln
Timothy S. Higgins, Town Administrator
16 Lincoln Road
Lincoln, MA 01773

15. Complete Agreement. This Agreement constitutes the entire agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each municipality acknowledges that it has not relied on any representations by any other municipality or by anyone acting or purporting to act for another municipality or for whose actions the any other municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

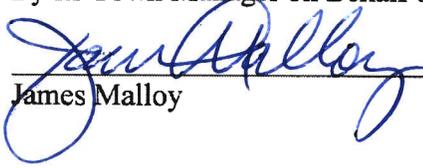
TOWN OF BEDFORD
By its Town Manager on Behalf of the Board

Matthew J. Hanson

TOWN OF CONCORD
By its Town Manager on Behalf of the Board

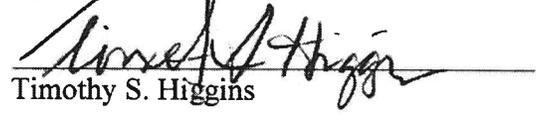
Kerry Lafluer

TOWN OF LEXINGTON
By its Town Manager on Behalf of the Board



James Malloy

TOWN OF LINCOLN
By its Town Administrator on Behalf of the Board



Timothy S. Higgins

Exhibit A

Environmental Impacts of Aviation Emissions Near Hanscom Field

A proposal from Environmental Monitoring Partners

January 5, 2024

1. Introduction

1.1 Spatial impacts of airport-related emissions on ground-level air quality

Although the adverse effects of elevated noise exposures in near-airport communities are well established, relatively little work has been done to characterize the effects of airport-related emissions on ground-level air quality. Starting in 2014, the impacts of aviation emissions on ground-level ambient ultrafine particle concentrations were found to extend over unexpectedly large areas near airports and in particular along flight paths.²¹ Since then many studies have demonstrated that aviation exhaust is the major source of ultrafine particle pollution in downwind communities. For example, elevated ultrafine particle concentrations were reported downwind as far as 4.5 miles of Logan Airport in Boston²², 10 miles of SEATAC Airport in Seattle²³ and 12 miles of Los Angeles International Airport.²⁴

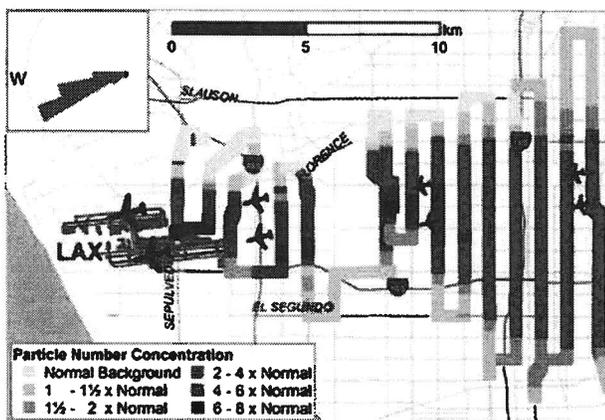


Figure 1: Pattern of elevated concentrations of ultrafine particles near LAX. Elevation in particle number concentrations compared to normal background levels is visualized.

1.2 Ultrafine particles and other pollutants emitted by aviation activity

Ultrafine particles that emitted at very high rates by jet aircraft²⁵ and are harmful to human health. Ultrafine particles are defined as particles with a diameter <100 nanometers. They are 100-times smaller than regulated PM₁₀. Due to their small size, they can penetrate deeper into the lungs and move through the body to other organs including the central nervous system where they may cross the blood-brain barrier. They can also enter the brain through the nose and olfactory pathway. They are associated with increased rates of hypertension and cardiovascular morbidities.^{26,27} Airport-related ultrafine particles may have a unique toxicity profile due to unburned lubrication oil present in jet exhaust.²⁸ Exhaust from aircraft also contains substantial amounts of black

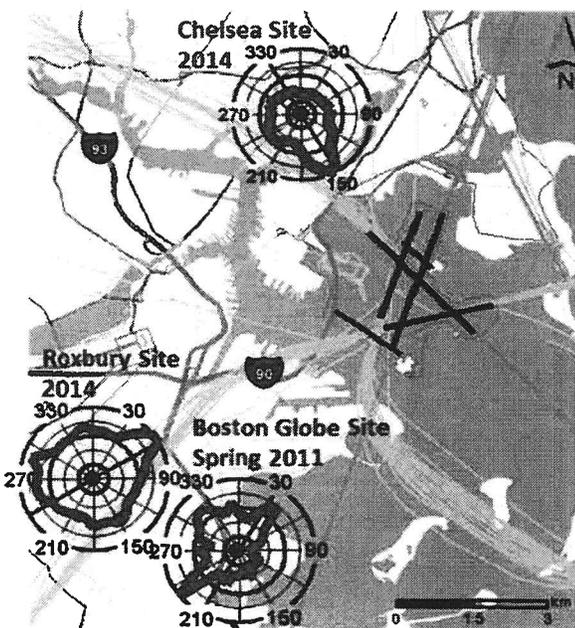
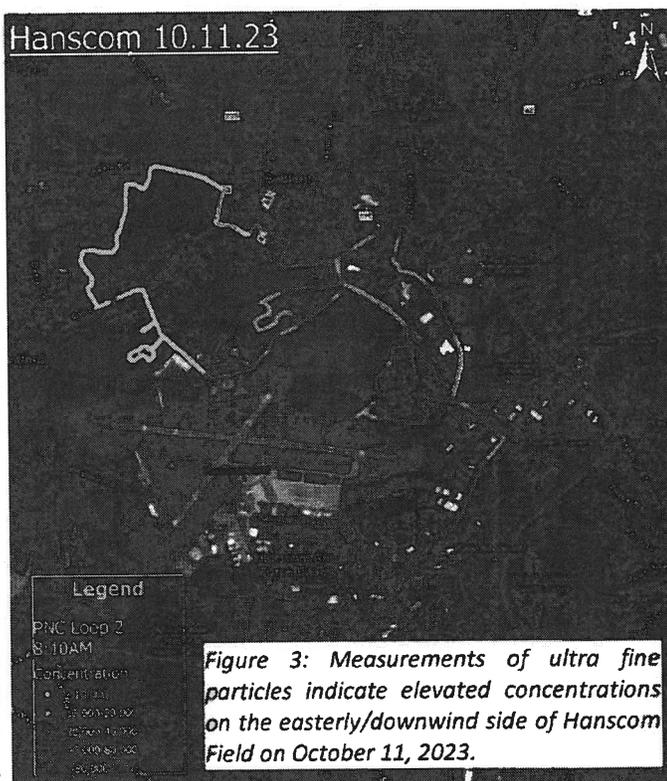


Figure 2: Measurements of ultra fine particles at three Boston sites indicate elevated concentrations when wind is from the direction of Logan Airport.

carbon and nitrogen oxides^{25,29-31} that contribute to adverse cardiovascular effects.^{21,24,32} Elevated levels of black carbon (a carcinogen) have been reported near airports²¹.

1.3 Impacts of Hanscom aviation activity on neighboring communities

Because a single jet can have a dramatic impact on both ultrafine particle (UFP) and nitrogen dioxide (NO₂) concentrations near airports (e.g., Figure 4; note: this data was collected at a small regional airport in New England), it is important to consider near-airport impacts of these pollutants. In a previous exploratory run, we measured elevated levels of UFP downwind of Hanscom (Figure 3). Due to the planned North Field expansion at Hanscom, and the anticipated increase in jet activity, it is



prudent to develop a better understanding of the current impacts from Hanscom's aviation activity on neighboring communities air quality. There are compelling reasons for this:

- (1) To fill the knowledge gap: currently, little is known about the impacts of Hanscom's aviation activity on air quality in surrounding towns; and
- (2) To respond to the draft EIR of the North Field expansion project from a sound, scientific basis using recently collected data and understanding of current and anticipated impacts.

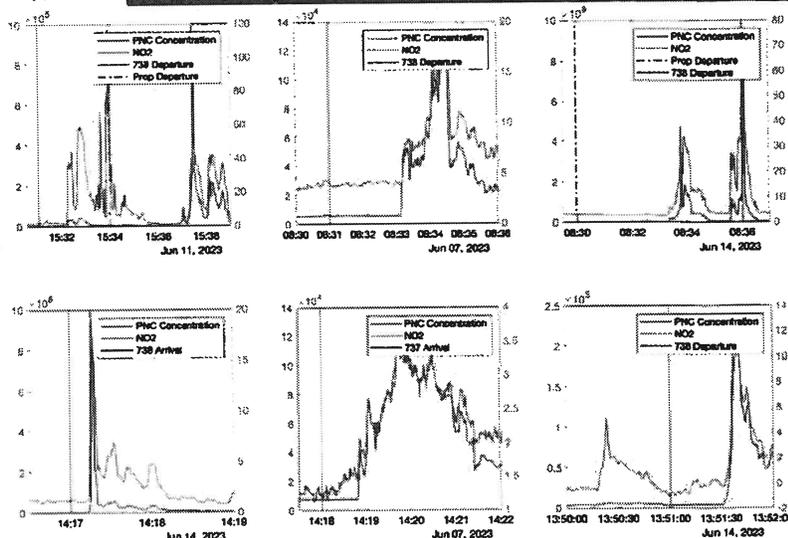


Figure 4: Measurements of ultra fine particles and oxides of nitrogen clearly show that single jet takeoff and landing events can create up to an order of magnitude increase in concentrations. This data was collected at a small regional airport in New England much like Hanscom Field.

- (3) Lastly, to raise accurate data-driven awareness of the potential impacts of jet activity on local environmental conditions which are of interest to neighboring communities and have potential health implications but are not always declared in environmental review processes.

2. Rationale for the proposed study design and methods

2.1 Study Design

Based on our team's extensive experience, and the recommended best practices for understanding and estimating the impacts of airport-related emissions on air quality, we recommend using both stationary and mobile monitoring.

Stationary Monitoring: Along Runway 11-29, we will establish at least two stationary sites, one in Lexington and one in Concord, so that one is predominantly downwind and the other upwind during the prevailing westerly winds. Similarly, along Runway 5-23, we will establish two stationary sites, one in Bedford and one in Lincoln. Ideally, and as is recommended in the best practices, two sites should be set up in each of the predominantly downwind communities of Lexington and Bedford. In summary, three sites would operate simultaneously – one upwind and two downwind along each of the runways if full funding is provided. If only partial funding is provided, we will monitor two sites (one upwind and one downwind) along each of the runways. Measurements would be conducted for at least 1 winter month simultaneously at each of the locations (i.e., four for partial and six for full funding). Upon analysis of winter data and in discussion with HFAC we will choose one-two of the sites along each runway to conduct 1 summer month of monitoring.

Mobile Monitoring: Stationary monitoring at multiple locations can help us measure temporal variations of impact, but mobile monitoring is required to establish the spatial extent of the impact. We will conduct mobile monitoring in the vicinity of the airport (see Figure 3 as an example of a possible mobile monitoring route) following established best practices that we have implemented successfully at other airports with the goal of establishing the spatial extent of the impacts and the gradients in ground-level air quality impacts. Using another best practice, we will commence mobile monitoring in advance of setting up the stationary sites to inform siting decisions. Additionally, we recommend overlap between the stationary monitoring and mobile monitoring so that impacts can be tracked over time and space simultaneously, and monitoring instruments can be compared against one another more easily.

2.2 Instruments

Stationary Monitoring: We will monitor ultrafine particles at all the stationary sites using condensation particle counters. At one of the downwind stationary sites per runway we will also monitor oxides of nitrogen.

Mobile Monitoring: Mobile monitoring will be performed using a mobile monitoring laboratory which is an electric vehicle (Chevrolet Bolt) equipped with marine deep-cycle batteries and an inverter to power instruments housed inside the vehicle and a sampling manifold that draws in ambient air and to which the instruments are plumbed. For this study, it will be equipped with a TSI Model 3007 and/ or a TSI Model 3783 condensation particle counter to measure ultrafine particles (as particle number concentration (PNC)), an aethalometer (Model AE33, Magee Scientific, Berkeley, CA) for measuring black carbon, a LiCOR Model 830/850 carbon dioxide/water vapor analyzer (Lincoln, NE), and a Cavity Attenuated Phase Shift (CAPS) nitrogen dioxide monitor (Aerodyne Research, Billerica MA). Data will be collected at high temporal resolution and combined with 1-second-resolution GPS data (Model 64S, Garmin Ltd., Olathe, KS).

2.3 Fieldwork and Analytic Plan

The following protocol will be followed:

1. Weekly site visits to service instruments and collect data.
2. Quality assurance and quality control checks will be conducted on the data following our established practices.
3. Database for air quality data will be merged with NOAA's weather data and Hanscom flight data.
4. Data will be evaluated in time-series and pollution-rose (much like a windrose) format to evaluate if winds from the direction of the airport and flight activity are associated with elevated concentrations of pollutants. Further, at predominantly downwind sites, data will be investigated for the impacts of individual flights.
5. Mobile monitoring data will be presented in maps to illustrate the spatial extent of the impacts on communities near Hanscom field. (See example in Figure 1 & 3).

3. Scope of Work

Goal: To measure and quantify the impacts from emission associated with Hanscom Field at the communities in vicinity of the airport

Tasks: We propose the following tasks (see timeline below):

1. Conduct preliminary mobile monitoring in January 2024 to gather data to inform siting decisions for stationary sites. See details of instruments and air pollutants to be monitored in the Instruments section.
2. Based on mobile monitoring results, availability and feasibility, locate stationary monitoring sites along Runway 11-29 and start monitoring in Winter 2024 (February 2024); and transition to Runway 5-23 set of sites in early Spring 2024 (March 2024). See details of instruments and air pollutants monitored in the Instruments section.
3. Conduct summer stationary monitoring at 1-2 sites per runway during July-August 2024.
4. Conduct simultaneous mobile monitoring during February-March 2024 and July-August 2024.
5. Analyze and present findings (interim and final reports and presentation) in April/May and October/November 2024.

Task	J	F	M	A	M	J	J	A	S	O	N	D
1. Mobile survey for siting stationary sites	■	■	■									
2A. Stationary monitoring of Runway 11-29 - winter		■	■									
2B. Stationary monitoring of Runway 5-23 - winter			■									
3A. Stationary monitoring of Runway 11-29 - summer							■					
3B. Stationary monitoring of Runway 5-23 - summer								■				
4. Conduct mobile monitoring to assess spatial extent		■	■				■	■				
5A. Interim report				■	■							
5B. Draft final report										■		
5C. Final report and presentation										■	■	

Communication

We will communicate timely including: (1) responding to queries from HFAC on progress and results, (2) responding to queries from a funding source regarding progress on scope of work, (3) summarizing results in meeting to HFAC after the completion of winter monitoring and the completion of full study, and (4) delivering public presentations after the completion of the study.

Deliverables

Product	Expected delivery date	Billable Costs
Interim report and Presentation	April 2024	Up to 25,000
Draft Final Report	October 2024	Up to 25,000
Final Report and Presentation	November 2024	Up to 15,000

Billing Schedule and Contracting Mechanism

We have proposed a tentative billing schedule in the table above. It would be far more efficient to have one single contact with HFAC to minimize the administrative burden, but we can invoice the four towns individually. We can also take on the task of generating the contract language (fixed price professional services contract).

ITEM NAME	PROPOSED DATE	MINUTES	Item #	Description
Approve and Sign Water and Sewer Adjustments	26-Feb-24	0	0	Email request from Robin on 1/29
Approve Revised Noise Committee Charge	26-Feb-24	0	0	Approve Updated Noise Committee Charge based on 1/17 SB discussion
Accept Select Board Committee Resignations	26-Feb-24	0	0	Trustees of Public Trusts x2
Approve Select Board Committee Appointments	26-Feb-24	0	0	Trustees of Public Trusts x2
Approve Town Manager Committee Appointment	26-Feb-24	0	0	Confirm the Town Manager's appointment of a new Board of Health Member
Approve Town Manager Committee Reappointments	26-Feb-24	0	0	Commission on Disability reappointments per Cathy on 2/8
Approve Select Board Meeting Minutes	26-Feb-24	0	0	SB minutes 1/ ; 1/25 Summit
Approve Select Board Committee Appointment	26-Feb-24	0	0	Massport CAC Lexington Representative seat x1 (Follwo up with Jim for Staff Member recommendation to appoint)
Approve One-Day Liquor License - Armenian International Women's Association	26-Feb-24	0	0	Armenian International Women's Association's Celebration of International Women's Day 3/8
Public Hearing: All Alcohol Package Store Liquor License Application - Ved Wine & Spirits d/b/a Liberty Wine & Spirits, 335 Woburn Street	26-Feb-24	10	1	Needs to be advertised in Minuteman Newspaper, (ZBA gave a special permit with conditions for this to be allowable at this location, ZBA filing special permitn with Clerk's office yet)
Update on 173 Bedford vs. Leasing	26-Feb-24	20	2	This is a continuation of the discussion on moving the Central Administration Office to either 173 Bedford Street or leasing space and the results of the RFP process.
Review and approve Cedar Street at Hill Street/Paul Revere Road Intersection Alternatives	26-Feb-24	20	3	Engineering and Planning is seeking to present the alternatives for this project and are seeking Select Board approval to move forward.

<p>Town Meeting presentations: Article 47 Amend Zoning Bylaw-Signs Article 48 Amend Zoning bylaw-Short Term Rentals Article 49 Amend Zoning Bylaw-Permitted Uses and Development Standards Article 50 Amend Zoning Bylaw-Inclusionary Housing For Village and Multifamily Districts Article 51 Amend Zoning Bylaw-Maximum Height for Village Overlay District Article 52 Amend Zoning Bylaw and Map-Technical Corrections Article 53 Amend Zoning Map-Owner Petition 507 Bedford St Article 54 Amend Zoning Map-Owner Petition-509 Bedford St</p>	26-Feb-24	60	4	Abby McCabe & Bob Peters confirmed for PB articles plus owner petitions
PLACEHOLDER - Approve Amendment to MOU - Inn at Hastings Park	26-Feb-24	5	5	
PLACEHOLDER - Review and Approve Committee Meeting Conduct Norm Policy	26-Feb-24	15	6	Follow up from 12/18/2023 meeting
Discuss Historical Commission Issue with Hosmer House	26-Feb-24	30	7	This is to discuss the Historic Commission's issue with the ZBA special permit regarding the Hosmer House
Dissolve Ad Hoc Transportation Committee??	4-Mar-24	0	0	Recommendations made at 10/2 meeting
Road Closure Request - Lexington Minute Men & Lexington Historical Society	4-Mar-24	0	0	Annual reenactment of the arrival of Paul Revere and William Dawes at the Hancock-Clarke House: Bedford Street from Massachusetts Avenue to Hancock Street and Hancock Street to Adams Street closed to all but resident emergency traffic from 10:00pm on 4/14 to 12:30am on 4/15 (Police; Fire; DPW; TMO - all OK)
Town Celebrations Request for Use of Battle Green and Parade/Road Closures - Annual Patriots' Day Parade & Ceremonies	4-Mar-24	0	0	Patriots' Day 4/15: Morning Parade; Ceremonies on BG; Afternoon Parade (Police; Fire; DPW - all OK)

Battle Green Use Requests and Parade/Road Closure - Lexington Minute Men x4	4-Mar-24	0	0	Rehearsal of Civilian Evacuation 3/30; dress rehearsal for the Battle of Lexington Reenactment 4/6 (rain date: 4/7); Parker's Revenge Skirmish Reenactment 4/13 (need road closure on Massachusetts Avenue for LMM to march); Battle of Lexington Reenactment 4/15 (rain date: 4/20) -- (Police; Fire; DPW; TMO - all OK)
Battle Green Use Request and Road Closure - Lions Club of Lexington Inc.	4-Mar-24	0	0	110th Annual Patriots' Day 5-Mile Road Race (Police; Fire; DPW- all OK)
Approve One-Day Liquor License - Lexington-Waltham Lodge of Elks #2204	4-Mar-24	0	0	Lexington-Waltham Lodge of Elks #2204's Breast Cancer Fundraiser 4/21 -- need license fee payment
Road Closure/Parade Request - Lexington Little League	4-Mar-24	0	0	Annual Little League Parade on morning of 4/27 (road closures on Massachusetts Avenue and Muzzey Street) (Police - OK, escort will be provided; Fire; DPW - OK; TMO - OK; Engineering - OK, construction to be cleaned up on Saturdays; Recreation - OK, permitted to use fields)
Center Charette Report	4-Mar-24	30	2	This will be a presentation on the report from Dr. John Mullin and Dr. Zenia Kotval on the Center Charette that was held earlier this year.
2024 Annual Town Meeting - Select Board Article Discussion -Article 41 Massachusetts Bay Transportation Authority -Select Board Positions -Review Draft Select board Report Report to Annual Town Meeting	4-Mar-24	10	3	Kunal Butla-confirmed to discuss Art 41 on behalf of TAC
Approve Compost Site Rates for 2024	4-Mar-24	10	4	DPW has requested to have the Board vote to approve new rates for the Compost Site for 2024.
Accept Donation from Howard Wolk - 250th Monument	4-Mar-24	10	5	Howard Wolk has committed to donate \$250,000 for a new monument to be located at Belfry Park (as per the SB vote). Under MGL Ch. 44, Sec. 53A the Select Board is required to approve the purpose of the grant.

Approve and Sign Proclamations - Autism Awareness and Acceptance Month; National Public Safety Telecommunicators Week; National Public Health Week; National Library Week; Arbor Day	11-Mar-24	0	0	April is Autism Awareness and Acceptance Month; National Public Safety Telecommunicators Week 4/15-4/19 (annual proclamations); National Public Health Week 4/1-4/7; National Library Week 4/7-4/13; Arbor Day 4/26
Approve Select Board Appointment of Town Counsel	11-Mar-24	0	0	The Select Board shall appoint each year, within thirty days after the Annual Election of Town Officers, some attorney-at-law as Town Counsel, who shall serve for the term of one year. Mina Makarious/Anderson & Krieger LLP's term expires on 3/31
Approve Select Board Committee Reappointment	11-Mar-24	0	0	Mark Vitunic to be reappointed to the Board of Registrars (his term expires on 3/31) pending any other nominations
Architect Presentation to Select Board on Library Renovation	11-Mar-24	20	1	The Architect on this project is complete with Construction Documents and ready to move on to the bidding phase and will present the project to the Select Board.
PLACEHOLDER - Request for Select Board approval of Plaque to be placed on the Lex250 Commemoration Tree planted by MDAR	11-Mar-24	10		waiting on formal request from MDAR, monuments and memorials committee sent a report on 2/9/2024
PLACEHOLDER - Liquor License Amendment - Alteration of Premise/Update Liquor License Conditions Regarding New Outdoor Dining - Inn at Hastings Park	18-Mar-24	15	1	Needs to be advertised - Hearing - Inn at Hastings submitted an alteration of premise application for their liquor license to formalize the outdoor area to include the new patio area they built. Their liquor license is currently covered at the present by the state extension for outdoor dining areas to serve alcohol in this area along with their local application for outdoor dining under the Town Manager.
2024 Annual Town Meeting - Approve Select Board Report to ATM - Select Board Article Discussion and Positions	18-Mar-24	5		



Town of Lexington
Town Manager's Office

James J. Malloy, Town Manager
Kelly E. Axtell, Deputy Town Manager

Tel: (781) 698-4540
Fax: (781) 861-2921

MEMORANDUM

TO: Select Board
FROM: Jim Malloy, Town Manager
DATE: February 23, 2024
RE: Weekly Update

The following is an update of activities for the week ending February 23, 2024:

Town Manager Updates:

- Some good budgetary news – we received notice (attached) from the MWRA that the water rates will be going down 4.3% and sewer will be going up 3.9%; we budgeted for a 10% increase. Gas and diesel rates were lower than anticipated. We budgeted \$2.89 per gallon for gas and the FY25 rate will be \$2.78 and \$3.13 per gallon for diesel and the FY25 rate will be \$2.94 per gallon.
- 173 Bedford Street Renovation vs. Lease – Attached please find the results of the RFP, the Town received two bids, both from Greatland Realty Partners, at 10 Maguire Road and 24 Hartwell Avenue. The RFP was advertised in the Central Register for the State and sent to all of the leasing agents listed in Co-Star as representing vacant space in Lexington. A more detailed financial analysis is attached, the following is a summary comparing the estimated renovation costs vs. the lease costs for a 5-year lease and a 10-year lease (with both the \$4.2 million estimate of retaining the current HVAC system and a \$6.0 million estimate converting the HVAC system to electric):

Years		5-Year Debt	24 Hartwell	10 Maguire	Renovate vs. 24 Hartwell	Renovate vs. 10 Maguire
5	173 Bedford @ \$4.2M	\$ 4,816,000	\$ 5,049,832	\$ 4,700,000	\$ (233,832)	\$ 116,000
10	173 Bedford @ \$4.2M	\$ 4,816,000	\$ 8,251,654	\$ 9,500,000	\$ (3,435,654)	\$ (4,684,000)
5	173 Bedford @ \$6.0M	\$ 6,880,000	\$ 5,049,832	\$ 4,700,000	\$ 1,830,168	\$ 2,180,000
10	173 Bedford @ \$6.0M	\$ 6,880,000	\$ 8,251,654	\$ 9,500,000	\$ (1,371,654)	\$ (2,620,000)

The proposed need for swing space is for the following Town uses:

- FY25 Renovation
- FY26 Central Office
- FY27 Central Office
- FY28 Central Office
- FY29 Central Office
- FY30 Library
- FY31 Library
- FY32 Town Office Building
- FY33 Town Office Building

Once the Select Board makes the determination on how the Board wishes to move forward, staff can modify the Town Meeting warrant accordingly. The options for the Board to consider are:

1. Renovate 173 Bedford Street with the existing HVAC system (no further action required for Town Meeting).
2. Renovate 173 Bedford Street with electric HVAC system (for Town Meeting, the motion would need to be modified to increase by \$1.8 million, from \$4.2M to \$6.0M).
3. Move forward with either lease term, which would not require a Town Meeting vote at this time as the plan to demolish the current Central Administration Office would take place in FY26. This item could be IP'd and the lease appropriation would need to be funded at either the 2024 Fall Town Meeting or 2025 Annual Town Meeting.

It should also be noted that there are additional costs associated with the leases (i.e. management fees, operating expenses, etc.) that are not included in the cost estimate as we don't have exact figures on what those fees would be.

- Attached please find the agenda tracker for upcoming Select Board meetings.

Public Facilities:

- Attached please find the January OPM Report on the Lexington Police Station.
- Attached please find the January OPM Report on the Lexington High School Project.

Human Services:

Transportation

- Lexington was awarded another contract through the MBTA Supplemental Transportation Program with funding for FY25-FY28. Annual funding will be increasing from what was most recently \$65,000 to:

FY25 (July 2024 – June 2025)	FY26 (July 2025 – June 2026)	FY27 (July 2026 – June 2027)	FY28 (July 2027 – June 2028)
\$81,933	\$84,801	\$87,769	\$90,990

Lexpress has also been awarded \$200,000 from MassDOT for FY25, bringing the total grant amount for Lexpress to \$281,933.

Recreation & Community Programs:

Team Updates

- We are excited to announce that our Administrative Assistant position has been filled after a several month vacancy. Please join us in congratulating Ann McKean in her new role in the Administrative Division of the Department. Ann has been with the Town since 2015, as our Admin Assistant to the Community Center. We are currently interviewing for this vacancy at the Community Center.

Marketing and Outreach

- A huge thank you to the Town's Web & Digital Engagement Specialist, Julia Flood for her recent work with the Department on two projects. First, she has re-designed our capital page for an easier and more attractive look and feel for usability. Here is a direct link: <https://www.lexingtonma.gov/527/Capital-Projects> Second, she created this great video to support our team in celebrating and promoting National Fitness Day 2/22/24 – <https://drive.google.com/file/d/1eV36HIaWiVi5Qx8jKwVPPXQt0eqFPsmi/view?usp=sharing>

MWRA Fully Served Water and Sewer Customers	Final FY24 Water Assessment	Preliminary FY25 Water Assessment	Percent Change from FY24	Final FY24 Sewer Assessment	Preliminary FY25 Sewer Assessment	Percent Change from FY24	Final FY24 Combined Assessment	Preliminary FY25 Combined Assessment	Dollar Change from FY24	Percent Change from FY24
ARLINGTON	\$5,723,767	\$5,712,333	-0.2%	\$9,375,412	\$9,565,593	2.0%	\$15,099,179	\$15,277,926	\$178,747	1.2%
BELMONT	3,281,643	3,266,674	-0.5%	5,652,772	5,735,537	1.5%	8,934,415	9,002,211	67,796	0.8%
BOSTON (BWSC)	101,284,742	110,098,866	8.7%	148,321,901	151,064,304	1.8%	249,606,643	261,163,170	11,556,527	4.6%
BROOKLINE	8,536,286	8,391,346	-1.7%	13,902,081	13,557,108	-2.5%	22,438,367	21,948,454	(489,913)	-2.2%
CHELSEA	5,466,192	5,864,232	7.3%	9,640,943	9,955,874	3.3%	15,107,135	15,820,106	712,971	4.7%
EVERETT	6,179,040	6,870,477	11.2%	10,045,294	10,439,476	3.9%	16,224,334	17,309,953	1,085,619	6.7%
FRAMINGHAM	9,526,952	9,713,338	2.0%	14,213,653	14,940,844	5.1%	23,740,605	24,654,182	913,577	3.8%
LEXINGTON	8,832,742	8,449,930	-4.3%	8,861,891	9,211,238	3.9%	17,694,633	17,661,168	(33,465)	-0.2%
MALDEN	8,565,543	8,993,255	5.0%	14,777,974	14,679,092	-0.7%	23,343,517	23,672,347	328,830	1.4%
MEDFORD	7,823,249	8,058,724	3.0%	13,530,297	14,296,516	5.7%	21,353,546	22,355,240	1,001,694	4.7%
MELROSE	3,520,729	3,873,194	10.0%	7,002,292	6,974,701	-0.4%	10,523,021	10,847,895	324,874	3.1%
MILTON	4,176,564	4,054,627	-2.9%	6,314,438	6,833,947	8.2%	10,491,002	10,888,574	397,572	3.8%
NEWTON	14,430,518	15,286,181	5.9%	23,540,735	24,621,518	4.6%	37,971,253	39,907,699	1,936,446	5.1%
NORWOOD	4,646,813	4,745,690	2.1%	9,252,685	9,430,321	1.9%	13,899,498	14,176,011	276,513	2.0%
QUINCY	14,041,679	14,699,576	4.7%	23,052,419	23,431,946	1.6%	37,094,098	38,131,522	1,037,424	2.8%
READING	2,826,508	2,860,929	1.2%	5,245,406	5,238,801	-0.1%	8,071,914	8,099,730	27,816	0.3%
REVERE	6,411,786	6,568,958	2.5%	12,448,042	12,743,041	2.4%	18,859,828	19,311,999	452,171	2.4%
SOMERVILLE	9,500,557	10,716,932	12.8%	17,759,770	17,688,000	-0.4%	27,260,327	28,405,532	1,145,205	4.2%
STONEHAM	3,617,722	3,679,567	1.7%	5,906,212	6,122,766	3.7%	9,523,934	9,802,333	278,399	2.9%
WALTHAM	11,996,268	13,014,691	8.5%	14,796,930	15,111,432	2.1%	26,793,198	28,126,123	1,332,925	5.0%
WATERTOWN	4,202,656	4,592,938	9.3%	7,004,552	7,332,350	4.7%	11,207,208	11,925,288	718,080	6.4%
WINTHROP	1,865,387	2,131,688	14.3%	3,978,407	4,058,044	2.0%	5,843,794	6,189,732	345,938	5.9%
TOTAL	\$246,457,343	\$261,644,146	6.2%	\$384,624,106	\$393,033,049	2.2%	\$631,081,449	\$654,677,195	\$23,595,746	3.7%

MWRA Sewer and Partial Water Customers	Final FY24 Water Assessment	Preliminary FY25 Water Assessment	Percent Change from FY24	Final FY24 Sewer Assessment	Preliminary FY25 Sewer Assessment	Percent Change from FY24	Final FY24 Combined Assessment	Preliminary FY25 Combined Assessment	Dollar Change from FY24	Percent Change from FY24
ASHLAND	\$0	\$0	-	\$2,924,453	\$3,000,770	2.6%	\$2,924,453	\$3,000,770	\$76,317	2.6%
BURLINGTON	1,668,047	2,642,775	58.4%	6,153,342	6,273,062	1.9%	7,821,389	8,915,837	1,094,448	14.0%
CANTON	2,490,180	2,751,185	10.5%	5,085,296	5,191,978	2.1%	7,575,476	7,943,163	367,687	4.9%
NEEDHAM	1,887,130	1,215,535	-35.6%	7,084,841	7,578,175	7.0%	8,971,971	8,793,710	(178,261)	-2.0%
STOUGHTON	103,566	98,191	-5.2%	5,714,438	5,794,175	1.4%	5,818,004	5,892,366	74,362	1.3%
WAKEFIELD	3,337,730	3,311,347	-0.8%	6,826,973	6,837,301	0.2%	10,164,703	10,148,648	(16,055)	-0.2%
WELLESLEY	4,211,496	3,269,073	-22.4%	6,630,804	7,070,548	6.6%	10,842,300	10,339,621	(502,679)	-4.6%
WILMINGTON	1,145,370	485,425	-57.6%	3,173,321	3,363,632	6.0%	4,318,691	3,849,057	(469,634)	-10.9%
WINCHESTER	2,356,818	2,038,530	-13.5%	4,875,271	5,422,587	11.2%	7,232,089	7,461,117	229,028	3.2%
WOBURN	5,851,127	5,727,248	-2.1%	10,478,117	11,227,092	7.1%	16,329,244	16,954,340	625,096	3.8%
TOTAL	\$23,051,464	\$21,539,309	-6.6%	58,946,856	61,759,320	4.8%	\$81,998,320	\$83,298,629	\$1,300,309	1.6%

MWRA Sewer-only Customers	Final FY24 Water Assessment	Preliminary FY25 Water Assessment	Percent Change from FY24	Final FY24 Sewer Assessment	Preliminary FY25 Sewer Assessment	Percent Change from FY24	Final FY24 Combined Assessment	Preliminary FY25 Combined Assessment	Dollar Change from FY24	Percent Change from FY24
BEDFORD				\$3,784,242	\$3,909,747	3.3%	\$3,784,242	\$3,909,747	\$125,505	3.3%
BRAINTREE				10,766,148	10,678,578	-0.8%	10,766,148	10,678,578	(87,570)	-0.8%
CAMBRIDGE				30,213,141	31,600,984	4.6%	30,213,141	31,600,984	1,387,843	4.6%
DEDHAM				6,409,056	6,360,670	-0.8%	6,409,056	6,360,670	(48,386)	-0.8%
HINGHAM SEWER DISTRICT				2,172,503	2,179,366	0.3%	2,172,503	2,179,366	6,863	0.3%
HOLBROOK				2,028,551	2,139,314	5.5%	2,028,551	2,139,314	110,763	5.5%
NATICK				6,408,947	6,702,363	4.6%	6,408,947	6,702,363	293,416	4.6%
RANDOLPH				7,144,574	7,399,079	3.6%	7,144,574	7,399,079	254,505	3.6%
WALPOLE				4,614,313	4,709,115	2.1%	4,614,313	4,709,115	94,802	2.1%
WESTWOOD				3,249,150	3,195,909	-1.6%	3,249,150	3,195,909	(53,241)	-1.6%
WEYMOUTH				14,230,541	14,260,728	0.2%	14,230,541	14,260,728	30,187	0.2%
TOTAL				\$91,021,166	\$93,135,853	2.3%	\$91,021,166	\$93,135,853	\$2,114,687	2.3%

MWRA Water-only Customers	Final FY24 Water Assessment	Preliminary FY25 Water Assessment	Percent Change from FY24	Final FY24 Sewer Assessment	Preliminary FY25 Sewer Assessment	Percent Change from FY24	Final FY24 Combined Assessment	Preliminary FY25 Combined Assessment	Dollar Change from FY24	Percent Change from FY24
LYNNFIELD WATER DISTRICT	\$945,917	\$921,724	-2.6%				\$945,917	\$921,724	(\$24,193)	-2.6%
MARBLEHEAD	3,130,039	3,050,397	-2.5%				3,130,039	3,050,397	(79,642)	-2.5%
NAHANT	592,489	568,219	-4.1%				592,489	568,219	(24,270)	-4.1%
SAUGUS	5,446,924	5,375,198	-1.3%				5,446,924	5,375,198	(71,726)	-1.3%
SOUTHBOROUGH	1,202,081	1,088,624	-9.4%				1,202,081	1,088,624	(113,457)	-9.4%
SWAMPSCOTT	2,610,031	2,501,555	-4.2%				2,610,031	2,501,555	(108,476)	-4.2%
WESTON	2,867,622	2,467,663	-13.9%				2,867,622	2,467,663	(399,959)	-13.9%
TOTAL	\$16,795,103	\$15,973,380	-4.9%				\$16,795,103	\$15,973,380	(\$821,723)	-4.9%

MWRA Partial Water-only Customers	Final FY24 Water Assessment	Preliminary FY25 Water Assessment	Percent Change from FY24	Final FY24 Sewer Assessment	Preliminary FY25 Sewer Assessment	Percent Change from FY24	Final FY24 Combined Assessment	Preliminary FY25 Combined Assessment	Dollar Change from FY24	Percent Change from FY24
DEDHAM-WESTWOOD WATER DISTRICT	\$670,890	\$911,736	35.9%				\$670,890	\$911,736	\$240,846	35.9%
LYNN (LWSC)	133,677	163,829	22.6%				133,677	163,829	30,152	22.6%
MARLBOROUGH	7,138,193	7,395,364	3.6%				7,138,193	7,395,364	257,171	3.6%
NORTHBOROUGH	1,476,411	1,553,376	5.2%				1,476,411	1,553,376	76,965	5.2%
PEABODY	3,952,791	2,328,638	-41.1%				3,952,791	2,328,638	(1,624,153)	-41.1%
TOTAL	\$13,371,962	\$12,352,943	-7.6%				\$13,371,962	\$12,352,943	(\$1,019,019)	-7.6%

SYSTEMS TOTAL	\$299,675,872	\$311,509,778	3.9%	\$534,592,128	\$547,928,222	2.5%	\$834,268,000	\$859,438,000	\$25,170,000	3.0%
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173 Bedford Reno (existing HVAC) 5 Year Debt
\$ 4,200,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	112,000	112,000	0
FY 2026	840,000	168,000	1,008,000	1
FY 2027	840,000	134,400	974,400	2
FY 2028	840,000	100,800	940,800	3
FY 2029	840,000	67,200	907,200	4
FY 2030	840,000	33,600	873,600	5
TOTAL	\$ 4,200,000	\$ 616,000	\$ 4,816,000	

173 Bedford Reno (Electric HVAC) 5 Year Debt
\$ 6,000,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	160,000	160,000	0
FY 2026	1,200,000	240,000	1,440,000	1
FY 2027	1,200,000	192,000	1,392,000	2
FY 2028	1,200,000	144,000	1,344,000	3
FY 2029	1,200,000	96,000	1,296,000	4
FY 2030	1,200,000	48,000	1,248,000	5
TOTAL	\$ 6,000,000	\$ 880,000	\$ 6,880,000	

5-Year Lease

24 HARTWELL AVE

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	79,263	951,159	
FY 2027	81,641	979,694	3.0%
FY 2028	84,090	1,009,085	3.0%
FY 2029	86,613	1,039,357	3.0%
FY 2030	89,211	1,070,538	3.0%
TOTAL	\$ 420,819	\$ 5,049,832	

5-Year Lease

10 MAGUIRE RD

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	75,000	900,000	
FY 2027	76,667	920,000	2.2%
FY 2028	78,333	940,000	2.2%
FY 2029	80,000	960,000	2.1%
FY 2030	81,667	980,000	2.1%
TOTAL	\$ 391,667	\$ 4,700,000	

173 Bedford Reno (existing HVAC) 10 Year Debt
\$ 4,200,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	112,000	112,000	0
FY 2026	420,000	168,000	588,000	1
FY 2027	420,000	151,200	571,200	2
FY 2028	420,000	134,400	554,400	3
FY 2029	420,000	117,600	537,600	4
FY 2030	420,000	100,800	520,800	5
FY 2031	420,000	84,000	504,000	6
FY 2032	420,000	67,200	487,200	7
FY 2033	420,000	50,400	470,400	8
FY 2034	420,000	33,600	453,600	9
FY 2035	420,000	16,800	436,800	10
TOTAL	\$ 4,200,000	\$ 1,036,000	\$ 5,236,000	

173 Bedford Reno (Electric HVAC) 10 Year Debt
\$ 6,000,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	160,000	160,000	0
FY 2026	600,000	240,000	840,000	1
FY 2027	600,000	216,000	816,000	2
FY 2028	600,000	192,000	792,000	3
FY 2029	600,000	168,000	768,000	4
FY 2030	600,000	144,000	744,000	5
FY 2031	600,000	120,000	720,000	6
FY 2032	600,000	96,000	696,000	7
FY 2033	600,000	72,000	672,000	8
FY 2034	600,000	48,000	648,000	9
FY 2035	600,000	24,000	624,000	10
TOTAL	\$ 6,000,000	\$ 1,480,000	\$ 7,480,000	

10-Year Lease

24 HARTWELL AVE

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	59,983	719,796	
FY 2027	61,782	741,390	3.0%
FY 2028	63,636	763,632	3.0%
FY 2029	65,545	786,540	3.0%
FY 2030	67,511	810,137	3.0%
FY 2031	69,537	834,441	3.0%
FY 2032	71,623	859,474	3.0%
FY 2033	73,772	885,258	3.0%
FY 2034	75,985	911,816	3.0%
FY 2035	78,264	939,171	3.0%
TOTAL	\$ 687,638	\$ 8,251,654	

10-Year Lease

10 MAGUIRE RD

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	71,667	860,000	
FY 2027	73,333	880,000	2.3%
FY 2028	75,000	900,000	2.3%
FY 2029	76,667	920,000	2.2%
FY 2030	78,333	940,000	2.2%
FY 2031	80,000	960,000	2.1%
FY 2032	81,667	980,000	2.1%
FY 2033	83,333	1,000,000	2.0%
FY 2034	85,000	1,020,000	2.0%
FY 2035	86,667	1,040,000	2.0%
TOTAL	\$ 791,667	\$ 9,500,000	

24 hartwell ave
Lexington, MA

**Non-Price Proposal
Presented to:**
The Town of Lexington

GREATLAND
REALTY PARTNERS

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- 6. Amenities**



Elizabeth Mancini
Purchasing Director
Town of Lexington
1625 Massachusetts Ave
Lexington, MA 02420

RE: Lease Proposal for the Town of Lexington, 24 Hartwell Avenue, Lexington, MA 02421

Dear Elizabeth:

On behalf of Greatland Realty Partners, LLC, we are pleased to provide in the following pages a detailed response to the Town of Lexington's recently issued Request for Proposal (RFP) to lease 20,000 square feet of office space and are excited to demonstrate how this strategic initiative aligns with Greatland Realty Partners, LLC's steadfast commitment to Lexington.

The proposal contained herein highlights how our proposed office solution at 24 Hartwell Avenue presents an opportunity for the Town of Lexington to enhance its operational efficiency, centralize key functions, and improve overall service delivery. The location offers proximity to essential amenities and transportation hubs, ensuring convenient access for both town employees and the community. Our response to the RFP emphasizes a commitment to cost-effectiveness with a keen focus on maximizing value for the town while adhering to budgetary constraints. Additionally, it considers the flexible spatial needs of the town, providing scalable options for future growth and adaptability.

The Town of Lexington can expect a seamless transition to the new office space with our team overseeing the logistics and coordination involved in the relocation process. We look forward to building the space from scratch to ensure a feeling of brand new space. Our proposed timeline ensures minimal disruption to Town operations during the move. We are excited for continued potential partnership and see 24 Hartwell Avenue aligning well with the strategic goals of the Town of Lexington, offering an optimal solution to balance functionality, cost, and sustainability. We look forward to the opportunity to contribute to the Town's continued success and serve as a valuable partner in achieving its long-term objectives. Please feel free to contact us with any questions.

Sincerely,

Kevin Sheehan and Phil Dorman
Greatland Realty Partners, LLC

RFP Compliance Matrix

RFP Section	Owner Response	Proposal Status
1	Acknowledged	Meets Requirements
2	Acknowledged	Meets Requirements
3	Acknowledged	Meets Requirements
4	Acknowledged	Meets Requirements
5	Acknowledged	N/A
6	Acknowledged	N/A
7	Acknowledged	Meets Requirements
8	Acknowledged	Meets Requirements
9	Acknowledged	N/A
10	Acknowledged	N/A
11	Acknowledged	N/A
12	Acknowledged	N/A
13	Acknowledged	N/A
14	Acknowledged	N/A
15	Acknowledged	N/A
16	Acknowledged	Meets Requirements
17	Acknowledged	Meets Requirements
18	Acknowledged	Meets Requirements
19	Acknowledged	Meets Requirements
20	Acknowledged	Meets Requirements
21	Acknowledged	Meets Requirements
22	Acknowledged	Meets Requirements
23	Acknowledged	Meets Requirements
24	Acknowledged	Meets Requirements
25	Acknowledged	Meets Requirements
26	Acknowledged	Meets Requirements
27	Acknowledged	Meets Requirements
28	Acknowledged	Meets Requirements
29	N/A	N/A
30	N/A	N/A
31	Acknowledged	Meets Requirements
32	Acknowledged	Meets Requirements
33	Acknowledged	Meets Requirements
34	Acknowledged	Meets Requirements
35	Acknowledged	Meets Requirements
36	Acknowledged	Meets Requirements
37	Acknowledged	Meets Requirements
38	Acknowledged	Meets Requirements
39	Acknowledged	Included in Non-Price Proposal
40	Acknowledged	N/A
41	Acknowledged	N/A
42	Acknowledged	N/A
43	Acknowledged	Meets Requirements of Highly Advantageous
44	Acknowledged	Meets Requirements of Highly Advantageous
45	Acknowledged	Meets Requirements of Highly Advantageous
46	Acknowledged	Meets Requirements of Highly Advantageous
47	Acknowledged	N/A
48	Acknowledged	N/A
49	Acknowledged	N/A
50	Acknowledged	N/A

Building:	24 Hartwell Avenue, Lexington, MA 02421. 24 Hartwell Ave was built in 1982. Since then, it has undergone several renovations and is now considered one of the premier office buildings located on Hartwell Ave. The Building has a café that provides breakfast and lunch as well as catering services, a fitness center with showers in the restrooms, and a shared conference room and loading dock.
Owner:	24 Hartwell Owner LLC, an affiliate of Greatland Realty Partners, LLC
Occupant:	The Town of Lexington
Premises:	The entirety of the 3rd floor of Building B consisting of 22,009 SF per the measurement standard in the RFP and outlined in the attached plan
Commencement Date:	Upon substantial completion of the Premises, anticipated to be July 1, 2025
Duration of Lease:	Five (5) or Ten (10) Years
Responsible Parties:	Kevin Sheehan & Phil Dorman –Greatland Realty Partners, LLC 1 Federal Street, 28 th Floor, Boston, MA 02110
Condition of the Premises:	<p>Owner shall construct the Premises and prepare it for occupancy by Occupant per the attached fit plan employing good workman-like construction and Building Standard materials. The Lease shall provide further details on the delineation between Owner’s work and that of the Occupant.</p> <p>Any specialized temperature control or cooling equipment required in the cold storage or temperature-controlled storage areas are not included in Owner’s proposal and will be at the sole cost of the Occupant. In addition, Owner’s proposal does not include any furniture, fixtures, A/V, tel/data, security, or other typical occupant costs required for occupancy of the Premises by Occupant.</p>
Lease Agreement:	Owner’s proposed form of lease has been included in the submission immediately following the Non-Price Proposal and meets the requirements of the RFP.
Improvement Allowance:	None, see Condition of the Premises.

- Fit Plan:** Owner’s architect prepared the attached plan in accordance with the program provided in the RFP. This is a custom plan, and Occupant may request revisions to the plan if desired.
- Electricity:** In addition to Base Rent, Occupant shall pay for the electricity consumption within the Premises which is estimated to be \$2.25 PSF annually.
- Cleaning:** Owner to provide nightly cleaning for all Building common areas and suites, which said costs shall be included in operating expenses.
- Water & Sewer:** The Building is served by Town of Lexington Water and Sewer the costs of which shall be included in operating expenses.
- Operating Expenses & Real Estate Taxes:** In addition to the Base Rent, Occupant shall be responsible for its proportional share of any increases to Operating Expenses and Real Estate Taxes above the base years. The Operating Expense Base Year shall be Calendar Year 2025 and the Real Estate Tax Base Year shall be Fiscal Year 2025.
- Data Wiring:** Occupant shall be responsible for all telephones and data wiring throughout its Premises.
- Sublease and Assignment:** Occupant shall be entitled to sublease or assign the Premises during the term with Owner’s consent, which shall not be unreasonably withheld, conditioned, or delayed. Further details are provided in the attached lease document.
- Signage:** At Owner’s expense, Owner will provide Occupant with Building Standard directory signage at both the front and rear entry of the Building. Owner shall also provide Building Standard suite entry signage for Occupant.
- Early Access:** Occupant shall have the right to access the Premises fourteen (14) days prior to the Commencement Date for the purpose of installing tele/data and furniture.
- Parking:** The Owner will provide at least 100 parking spaces on a first come first served basis. All spaces shall be non-reserved and free of charge. Parking areas are lit and well maintained.

Internet Connectivity:

Verizon Fios and Comcast

Security Deposit:

None

Access:

Occupant shall have access 24-hours per day, seven (7) days per week, and fifty-two (52) weeks per year.

ADA Compliance:

The Building is currently fully ADA compliant.

Brokerage:

Colliers is representing the Owner and shall be the only recognized broker in this transaction and will be paid by Owner under the terms of a separate agreement.

Qualifications:

The terms as outlined in this proposal are subject to (i) execution of a mutually acceptable lease and (ii) lender approval, and shall automatically expire on April 16th, 2024, at 5pm EST.

FLOOR 3 | FIT PLAN



ROOM TYPE	DESIRED	PROPOSED
BOOK STACKS	1	1
COLD STORAGE	1	1
IT	1	1
LOCKER ROOM	2	2
MEETING	2	2
OFFICE	20	20
OPEN OFFICE	1	2
PANTRY	-	1
PRINT ROOM	1	1
PRIVATE OFFICE	3	3
PRIVATE SPACE	3	1
TEMP CONTROLLED STORAGE	1	1
WELLNESS	1	1
WORKSTATIONS		
ROOM TYPE	DESIRED	PROPOSED
6'X6' WORKSTATION	-	76

24 hartwell ave
Lexington, MA

Location



CORPORATE NEIGHBORS



DRIVE TIMES BY CAR

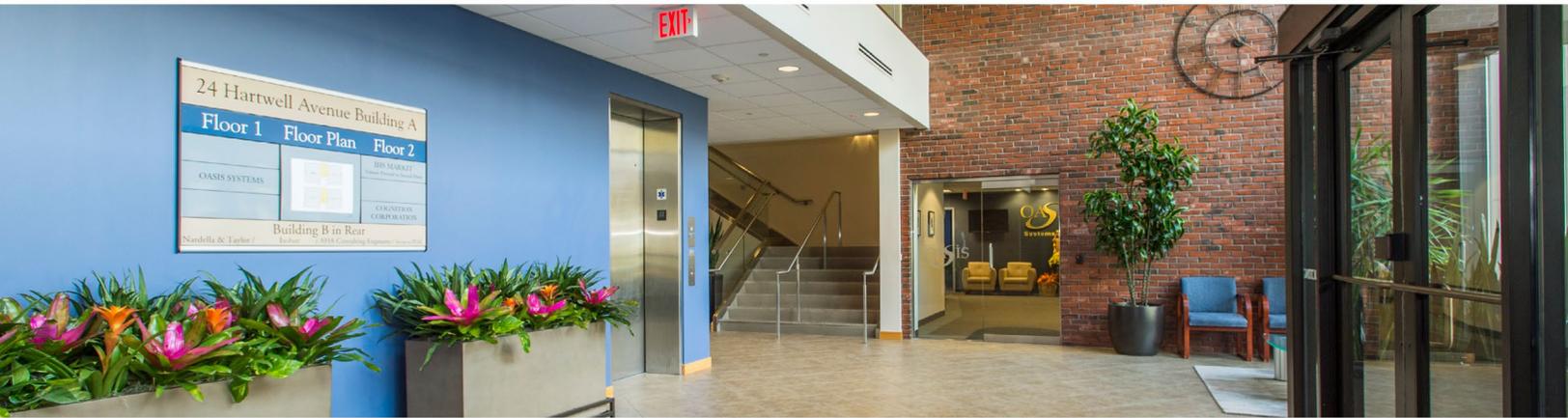
I-95	ROUTE 3	MASS PIKE	SOUTH STATION	LOGAN
2 minutes	3 minutes	12 minutes	26 minutes	27 minutes

LOCAL AMENITIES





- New Fitness & Showers
- Conference Facility
- Café
- Open-Concept Work Spaces
- 120 Space Parking Lot; Ratio of 3.5/1,000 SF
- Tenant Storage Rooms
- Outdoor Patio Seating
- Full-Height Loading Dock
- Ample Nearby Amenities
- 2 Minutes from I-95 and 3 Minutes from Route 3
- Shuttle service to Alewife



24 hartwell ave
Lexington, MA

Thank You.

Phil Dorman
Managing Principal
Greatland Realty Partners
pdorman@greatlandpartners.com

Kevin Sheehan
Managing Principal
Greatland Realty Partners
ksheehan@greatlandpartners.com

GREATLAND
REALTY PARTNERS

FORM FOR BID (PRICE PROPOSAL)
TOWN OF LEXINGTON, MASSACHUSETTS
CONTRACT #24-40

The undersigned proposes to furnish space for a Temporary Space for Town and School Facilities for the Town of Lexington for the lease price specified below.

The Town desires to enter into either a five (5) year or ten (10) year contract with the selected proposer, based on the most advantageous proposal. Please provide pricing for both.

FIVE YEAR LEASE PRICING

A. The proposed **monthly** lease payment for **year one** is:
\$ 79,263.25 dollars

B. The proposed **monthly** lease payment for **year two** is:
\$ 81,641.15 dollars

C. The proposed **monthly** lease payment for **year three** is:
\$ 84,090.38 dollars

D. The proposed **monthly** lease payment for **year four** is:
\$ 86,613.09 dollars

E. The proposed **monthly** lease payment for **year five** is:
\$ 89,211.49 dollars

F. The total proposed **FIVE YEAR** lease payment sum (A+B+C+D+E) = \$ 5,049,832.31 (in numbers)

G. The proposed monthly lease payment for the optional extension period (up to six months) is
\$ 91,887.83 dollars per month.

TEN YEAR LEASE PRICING

H. The proposed **monthly** lease payment for **year one** is:
\$ 59,983.00 dollars

I. The proposed **monthly** lease payment for **year two** is:
\$ 61,782.49 dollars

J. The proposed **monthly** lease payment for **year three** is:
\$ 63,635.96 dollars

K. The proposed **monthly** lease payment for **year four** is:
\$ 65,545.04 dollars

L. The proposed **monthly** lease payment for **year five** is:
\$ 67,511.39 dollars

M. The proposed **monthly** lease payment for **year six** is:
\$ 69,536.74 dollars

N. The proposed **monthly** lease payment for **year seven** is:
\$ 71,622.84 dollars

O. The proposed **monthly** lease payment for **year eight** is:
\$ 73,771.52 dollars

P. The proposed **monthly** lease payment for **year nine** is:
\$ 75,984.67 dollars

Q. The proposed **monthly** lease payment for **year ten** is:
\$ 78,264.21 dollars

R. The total proposed **TEN YEAR** lease payment sum (H+I+J+K+L+M+N+O+P+Q) = \$ 8,251,654.47

S. The proposed monthly lease payment for the optional extension period (up to six months) is
\$ 80,612.14 dollars per month.

The undersigned acknowledges receipt of questions and Addenda as numerated: _____

The proposed monthly lease payment is a complete cost. The lessor is responsible to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; the Town of Lexington will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the Town and for its own dumpster.

In submitting this bid, it is understood that the Town of Lexington reserves the right to reject any or all bids and to waive any informality in bidding if it be in the public interest to do so. It is also agreed that this bid may not be withdrawn prior to sixty (60) days from the date of opening of bids without the consent of the Town of Lexington.

Philip F. Dorman

Name of Person Submitting Proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

24 HARTWELL OWNER LLC

C/O Greatland Realty Partners, LLC

One Federal Street, Floor 28, Boston, MA 02110

Telephone Number: 617-275-8550

Email Address: pdorman@greatlandpartners.com



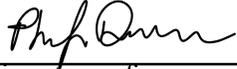
Signature for Individual:

2/16/2024

Date:

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, entity, or group of individuals.



Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

24 HARTWELL OWNER LLC

C/O Greatland Realty Partners, LLC, One Federal Street, Floor 28, Boston, MA 02110

Telephone Number: 617-275-8550 FAX Number:

Email Address: pdorman@greatlandpartners.com



Signature for Individual

2/16/2024

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to MGL Ch. 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.

Philip Dorman

Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:
24 HARTWELL OWNER LLC
C/O Greatland Realty Partners, LLC, One Federal Street, Floor 28, Boston, MA 02110

Telephone Number: 617-275-8550 FAX Number:

Email Address:

Philip Dorman

Signature for Individual

2/16/2024

Date

Philip F. Dorman, Managing Principal

Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Ch. 156D § 15.03?

YES

NO

Not Applicable

If you are selected for this work, you are required, under MGL Ch. 30 § 391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Westborough before award.



LEXINGTON LABS



A campus for the collective mind

Prepared for:



GREATLAND
REALTY PARTNERS

SINGERMAN
REAL ESTATE





LEXINGTON LABS

VIA EMAIL

February 14, 2024

Elizabeth Mancini
Purchasing Director
Lexington Town Offices – Purchasing Department
1625 Massachusetts Avenue
Lexington, MA 02420

One Post Office Square
Boston Massachusetts 02109
Tel +1 617 523 8000
Fax +1 312 601 1783

**Re: NON-PRICE PROPOSAL -TEMPORARY SPACE FOR TOWN AND SCHOOL FACILITIES
Town of Lexington (“Town”) – Lexington Labs at 10 Maguire Road, Lexington, MA**

Dear Elizabeth:

Greatland Realty Partners (Greatland) is pleased to submit the enclosed Non-Price Proposal offering temporary space for the municipal and school departments for the Town of Lexington to lease approximately 20,000 square feet of temporary space within Building 3 at 10 Maguire Road in Lexington, Massachusetts.

Situated on nearly 20 beautifully landscaped acres in Lexington, MA, 10 Maguire Road is a 288,528-square-foot creative office and R&D campus. Located less than two miles from I-95, and along the Minuteman Bikeway, the property offers premier accessibility combined with top-of-the-line on-site amenities. Directly across the street and just opened in late 2020, a new cutting edge restaurant concept, Revolution Hall, provides a gathering place for occupants at the park, local businesses, and the surrounding communities.

The campus was originally built for R&D purposes and has its roots firmly planted in science industries, serving as home to the development of the world's largest telescope

Greatland is a Boston based real estate investment and development company that seeks to provide high quality and robust building infrastructure and superior work environments for the occupants of its properties. The team at Greatland has extensive experience developing millions of square feet of office and life science space in Greater Boston, including successful real estate transactions with companies such as Biogen, Replimune, CRISPR, Microsoft, Google, Wayfair, and others.

We appreciate the Town’s interest in Lexington Labs and the opportunity to present the following proposal. We very much look forward to continuing the conversation regarding this unique opportunity.

Sincerely,

Chris Decembrele
Managing Director





LEXINGTON LABS

NON-PRICE PROPOSAL -TEMPORARY SPACE FOR TOWN AND SCHOOL FACILITIES

Building 10 Maguire Road, Lexington, MA – Bldg. 3

Amenities Lexington Labs features an array of on-site amenities, most notably its new restaurant concept, Revolution Hall, and the beautifully landscaped campus with its many areas for outdoor gathering. The property also includes an on-site Fitness area and cafe, both identified as potential areas for upgrade and improvement.

Revolution Hall is a new food hall built in 2020 that creates a social gathering place on campus. With its unique variety of dining option, including an interactive "self pour" beer and wine wall, as well as live entertainment and activities such as shuffleboard and ping pong, Rev Hall is attracting guests not only from Lexington Labs but across the local community. Additionally, ownership is in the planning stages of an overhaul renovation of the on site amenities which will include a fitness offering, showers, lockers, bike storage, café, and conference facilities.



The campus offers a great deal of outdoor space including a well-maintained courtyard gathering area for occupants. Open swatches of land dot the property, and the surrounding landscaped area serves as an informal health and wellness track for employees.



Project Team
Developer: Greatland Realty Partners, LLC
Building Architect: Perkins & Will
General Contractor: BW Kennedy

Building Owner Affiliates of Greatland Realty Partners and Singerman Real Estate



LEXINGTON LABS

Occupant	Town of Lexington (“Town”) Space Needs As Follows- 1. School Administration Offices: July 1, 2025- July 1, 2029 2. Cary Memorial Library: July 1, 2029- July 1, 2031 3. Town Office Building: July 1, 2031- July 1, 2033
Premises	Approximately 20,000 - 31,697 RSF representing all, or a portion of, the second (2 nd) Floor of Building 3 pursuant to Exhibit A, subject to a mutually agreeable plan.
Lease Term	Option A: Five (5) years from the Lease Commencement Date. Option B: Ten (10) years from the Lease Commencement Date.
Lease Commencement Date	Upon completion of demising work and Occupant Improvements by Owner, targeted for July 1, 2025.
Property Management	The Building will be professionally managed by JLL and Greatland. The property management fee shall be 3% of Gross Revenues.
Utilities	Owner will install a separate submeter into the Premises for electric submetering. Common area electric shall be included in Operating Expenses.
Tenant Electricity	1200 AMPS in Building 3.
Building Services	Building Owner’s services shall include the following: <ul style="list-style-type: none">• Hot and cold water to the common area lavatories• Electricity for building common areas• HVAC services to the Building common areas and the Premises• Elevator service• Trash removal• Snow removal• Exterior grounds and parking maintenance• Management services• Building security systems and services• Maintenance of life safety systems (fire alarm and sprinkler)
Option to Renew	So long as Occupant is not in default under the terms of the lease, leases and occupies at least 75% of the Premises, Occupant shall have one (1), five (5) year option to extend the term of the lease on the same terms and conditions as the initial lease term except that the Base Rent shall be adjusted to the then current fair market rent in comparable properties. However, in no case shall the extension term Base Rent be less than the Base Rent for the immediately prior period. Occupant shall provide eighteen (18) months written notice to Owner to exercise said extension option. In the event the parties cannot



agree on the fair market Base Rent, the lease shall contain arbitration language to determine the Base Rent.

Improvement Allowance

Owner shall provide Occupant with an Improvement Allowance of up to \$30.00/RSF if Tenant elects Option A, or up to \$50.00/RSF for Option B, which shall be used toward construction costs incurred during the construction of the Premises to accommodate Occupant's specific program (the "Improvement Work") subject to Exhibit B. The Improvement Allowance shall be over and above all Base Building work Owner performs. Tenant shall be able to utilize any unused Allowance towards softs costs but shall be capped at 15%.

To accommodate Occupant's desired occupancy date, use of the Base Building contractor (BW Kennedy) is encouraged. At the appropriate time Developer shall facilitate a meeting with Occupant and BW Kennedy to discuss the project. Occupant shall self-manage their construction, and Owner will be paid a fee of 1.5% of the total project hard costs for the Improvement Work for the oversight of the construction project.

Occupant will be responsible for the creation of all necessary design drawings by a qualified design team to be reasonably approved by Owner, which will be delivered to the Building Owner for review and approval at predetermined intervals during the design process. Additional detail on this process will be provided in the Lease.

Tenant shall be responsible for all costs associated with furniture, fixtures and equipment, as well as tel/data cabling.

Owner shall have the right to reasonably approve all plans and specifications for the construction work.

Base Building Work

Owner shall deliver space in existing condition, with no associated base building upgrade work.

Loading

Occupant shall have 24-hour access to the existing ramp and grade level loading servicing the Building at no additional cost.

Use

Occupant shall have the right to use the Premises for general office, and ancillary uses thereto.

Janitorial

Building Owner shall be responsible for the janitorial services for the common areas, and Occupant shall be responsible for the janitorial within the Premises.

Access and Security

Occupant shall have 24-hour per day, 7 days per week, 52 weeks per year, access to its Premises and parking facilities.

The lease shall contain an exhibit setting forth building standard security specifications, procedures and systems. Occupant shall be permitted to install its own security system for the Premises.



LEXINGTON LABS

Signage	Occupant shall be provided signage on all internal common directories and the monument sign at site entrance at Owner's sole cost and expense. Signage at the entrance to Occupant's Premise(s) shall be at the Occupant's cost.
Assignment and Sublease	Occupant will have the right to assign or sublet all of the Premises in accordance with the Owner's standard lease and subject to Owner's approval of any proposed subdivision. Please note that in the event any profit is realized after allowing for reasonable expenses, as the result of an assignment or sublet, then such profit will be shared equally between Occupant and Owner. Owner's consent shall not be unreasonably withheld, delayed or conditioned for subleases. Owner shall have the right to recapture the proposed Sublease Premises. Details to be outlined in the Lease.
ADA Accessibility	Owner acknowledges that the Premises will be delivered with handicap accessibility and meet building standard ADA requirements upon Lease Commencement. The Premises shall be considered "Highly Advantageous" in offering accessibility to the municipal and school department users through existing handicap accessibility.
Parking	Occupant shall have the right to its pro rata share of all parking servicing the Building, at a ratio of 2.7 spaces per 1,000 rentable square feet leased. All spaces are offered on an unreserved, first come-first serve basis. Owner understands that Occupant has a parking requirement of 100 spaces, and will work with Occupant to identify any additional parking opportunities on site. To be further addressed in the Lease.
Wellness	The Building will be equipped with a fitness center featuring locker room and shower facilities. Directly adjacent to the property is the minuteman bike trail. The property features shared bikes available for Occupant's use at no cost as well as bike storage to accommodate employees' personal bikes.
Security Deposit	To be determined based on Building Owner's review of Occupant financials.
Real Estate Commission	Both Owner and Occupant recognize JLL as the sole brokers in this potential transaction. Owner shall be responsible for Brokerage fees in relation to this transaction per a separate agreement.
Maintenance / Repair	Building Owner shall maintain the base building HVAC, electrical, life safety and plumbing systems throughout the lease term and shall be reimbursed for these costs by Occupant as part of Operating Expenses. Occupant, at its direct expense, shall maintain the specific systems and equipment that exclusively serve the Premises.
SNDA	At Occupant's request, Owner shall provide Occupant with an SNDA agreement from its lender on the lender's standard form.



LEXINGTON LABS

Qualifications

This Lease Proposal shall not be legally binding on the parties. The Lease Proposal is not intended to bind the parties and is therefore subject to withdrawal or termination by either party without notice, with or without cause, and without penalty or liability, and if withdrawn or terminated, each party will bear its own costs and expenses. The parties hereto shall not be legally bound by the terms of this Lease Proposal, nor shall any liabilities or obligations arise pursuant hereto.

THE PARTIES INTEND THAT ONLY A SUBSEQUENT FORMAL LEASE AGREEMENT, IF MADE, EXECUTED, AND DELIVERED BY BOTH PARTIES, WILL LEGALLY BIND THE PARTIES ON ANY MATTER HEREIN DESCRIBED.

Neither party shall have the right to assert that any previous, concurrent, or subsequent actions or oral or written statements of persons acting by or on behalf of such party can operate to alter, modify, waive, or amend this paragraph in whole or in part.

In addition, this proposal is specifically subject to (i) execution of a mutually acceptable lease document; (ii) Owner's satisfactory review of Occupant's financial condition; and (iii) lender approval of the final lease agreement.

This proposal, including all of the economic terms and conditions shall automatically expire on March 1, 2024. In addition, if Tenant and Landlord have not entered into a mutually executed lease document within thirty (30) days from when the LOI has been executed, Landlord reserves the right to revise the economics previously agreed to in the LOI.



LEXINGTON LABS

Town of Lexington

Signed and Accepted:

By: _____

Title: _____

Signed and Accepted:

By: _____

Title: _____



Exhibit A:

FLOORPLAN

BUILDING 03 • FLOOR 2: Block plan

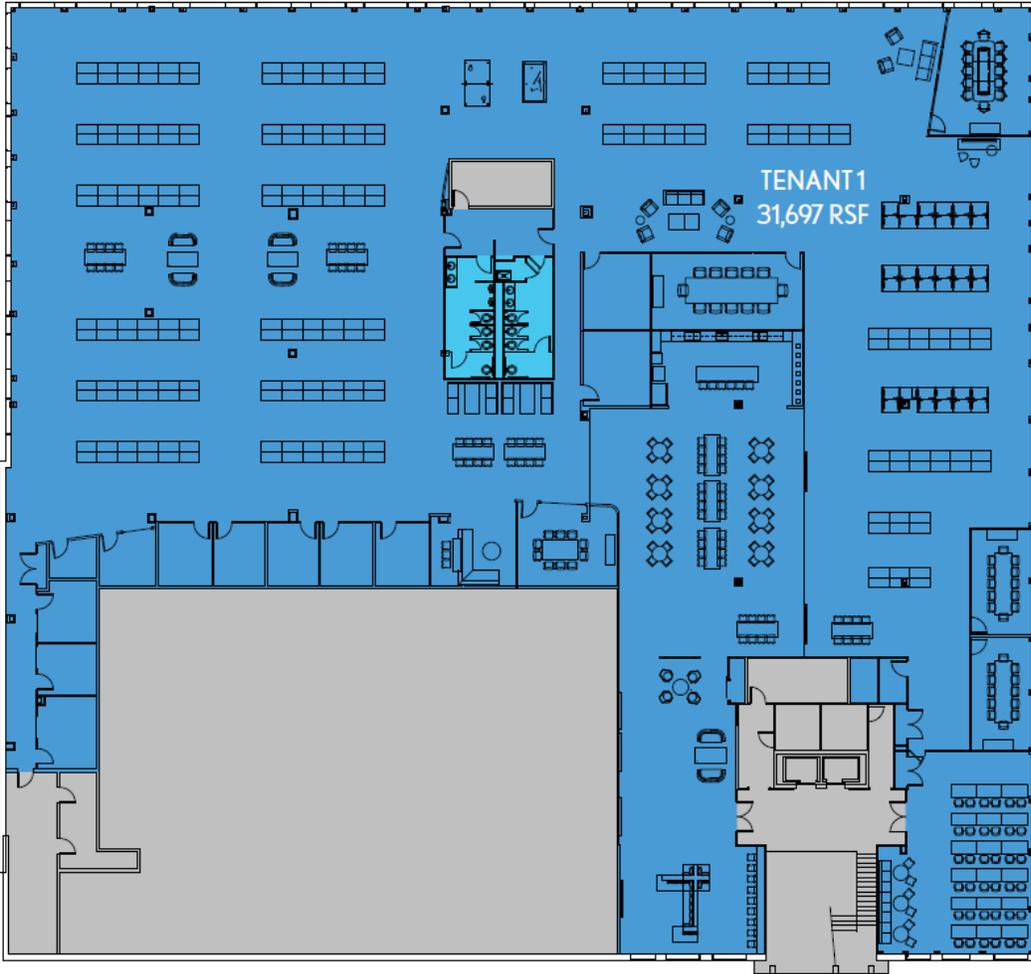




Exhibit B:

School Administration Central Offices (July 1, 2025 – July 1, 2029)

- 14 Private offices 150 sq ft
- 3 private offices 200 sq ft
- 1 private space 300 sq ft
- 2 meeting spaces 500 sq ft
- 1 500 sq ft storage space climate controlled
- 1 5000 sq ft for open cubicles
- Accessible bathrooms for 100 people
- 2 locker spaces with showers 100 sq ft each
- 1 server room with separate HVAC
- 1000 sq ft cold storage
- 3000 sq ft print shop and separate electrical infrastructure

Cary Memorial Library (July 1, 2029 – July 1, 2031)

- 11 private offices 150 sq ft each
- 3 office spaces 200 sq ft
- 1 meeting space 300 sq ft
- 1 500 sq ft space for the children's room program.
- 1 2500 sq ft large space for the book stacks
- Accessible bathrooms 50-75 people
- 1 locker space with shower- 100 sq ft
- 1 server room with separate HVAC

Town Office Building (July 1, 2031- July 1, 2033)

- 20 private offices 150 sq ft
- 2 private offices 200 sq ft
- 1 private space 300 sq ft
- 2 meeting spaces 500 sq ft each
- 1 500 sq ft of storage space climate controlled
- 1 5000 sq ft for open cubicle offices
- Accessible bathrooms for 100 people
- 2 locker spaces with showers 100 sq ft each
- 1 server room with separate HVAC
- 1000 sq ft of cold storage

CREATING THE FUTURE OF SCIENCE, TOGETHER.



CONTACT

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carly.kiernan@am.jll.com

GREATLAND
REALTY PARTNERS

SINGERMAN
REAL ESTATE



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LEXINGTON LABS



A campus for the collective mind

Prepared for:



GREATLAND
REALTY PARTNERS

SINGERMAN
REAL ESTATE





LEXINGTON LABS

VIA EMAIL

February 14, 2024

Elizabeth Mancini
Purchasing Director
Lexington Town Offices – Purchasing Department
1625 Massachusetts Avenue
Lexington, MA 02420

One Post Office Square
Boston Massachusetts 02109
Tel +1 617 523 8000
Fax +1 312 601 1783

**Re: PRICE PROPOSAL -TEMPORARY SPACE FOR TOWN AND SCHOOL FACILITIES
Town of Lexington (“Town”) – Lexington Labs at 10 Maguire Road, Lexington, MA**

Dear Elizabeth:

Greatland Realty Partners (Greatland) is pleased to submit the enclosed Price Proposal offering temporary space for the municipal and school departments for the Town of Lexington to lease approximately 20,000 square feet of temporary space within Building 3 at 10 Maguire Road in Lexington, Massachusetts.

Situated on nearly 20 beautifully landscaped acres in Lexington, MA, 10 Maguire Road is a 288,528-square-foot creative office and R&D campus. Located less than two miles from I-95, and along the Minuteman Bikeway, the property offers premier accessibility combined with top-of-the-line on-site amenities. Directly across the street and just opened in late 2020, a new cutting edge restaurant concept, Revolution Hall, provides a gathering place for occupants at the park, local businesses, and the surrounding communities.

The campus was originally built for R&D purposes and has its roots firmly planted in science industries, serving as home to the development of the world's largest telescope

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We appreciate the Town’s interest in Lexington Labs and the opportunity to present the following proposal. We very much look forward to continuing the conversation regarding this unique opportunity.

Sincerely,

Chris Decembrele
Managing Director





FORM FOR BID (PRICE PROPOSAL)
TOWN OF LEXINGTON, MASSACHUSETTS
CONTRACT #24-40

Building 10 Maguire Road, Lexington, MA – Bldg. 3
Building Owner Affiliates of Greatland Realty Partners and Singerman Real Estate
Occupant Town of Lexington (“Town”)
Lease Term Option A: Five (5) years from the Lease Commencement Date.
Option B: Ten (10) years from the Lease Commencement Date.

Base Annual Rental Rate – Option A (5 Years) Option A: \$45.00/RSF Gross with \$1.00 annual increases.

Year	Rental Rate Per SF	Monthly Rent	Annual Rent
Year 1	\$45.00/RSF Gross	\$ 75,000.00	\$ 900,000.00
Year 2	\$46.00/RSF Gross	\$ 76,666.67	\$ 920,000.00
Year 3	\$47.00/RSF Gross	\$ 78,333.33	\$ 940,000.00
Year 4	\$48.00/RSF Gross	\$ 80,000.00	\$ 960,000.00
Year 5	\$49.00/RSF Gross	\$ 81,666.67	\$ 980,000.00

The total proposed FIVE YEAR lease payment sum = \$4,700,000.

The Base Rental Rate shall be paid monthly in advance on a gross basis, net of tenant electricity charges.

Base Annual Rental Rate – Option B (10 Years) Option B: \$43.00/RSF Gross, with \$1.00 annual increases.

Year	Rental Rate Per SF	Monthly Rent	Annual Rent
Year 1	\$43.00/RSF Gross	\$71,666.67	\$860,000.00
Year 2	\$44.00/RSF Gross	\$73,333.33	\$880,000.00
Year 3	\$45.00/RSF Gross	\$75,000.00	\$900,000.00
Year 4	\$46.00/RSF Gross	\$76,666.67	\$920,000.00
Year 5	\$47.00/RSF Gross	\$78,333.33	\$940,000.00
Year 6	\$48.00/RSF Gross	\$80,000.00	\$960,000.00
Year 7	\$49.00/RSF Gross	\$81,666.67	\$980,000.00
Year 8	\$50.00/RSF Gross	\$83,333.33	\$1,000,000.00
Year 9	\$51.00/RSF Gross	\$85,000.00	\$1,020,000.00
Year 10	\$52.00/RSF Gross	\$86,666.67	\$1,040,000.00

The total proposed TEN YEAR lease payment sum = \$9,500,000.

The Base Rental Rate shall be paid monthly in advance on a gross basis, net of tenant electricity charges.



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Operating Expenses & Real Estate Taxes	Included in the Base Rent is Occupant's pro-rata share of Tax and Operating Expenses for the building and park. Occupant shall be responsible for its share of increases in Real Estate Taxes over a base year of FY 2025 and its share of increases in Operating Expenses over a base year of CY 2025. Operating expenses shall be grossed up to reflect one-hundred percent (100%) occupancy of the Building. Occupant will also be responsible for its pro rata share of the common areas throughout the Park (e.g. site, ground, and amenities).
Property Management	The Building will be professionally managed by JLL and Greatland. The property management fee shall be 3% of Gross Revenues.
Utilities	Owner will install a separate submeter into the Premises for electric submetering. Common area electric shall be included in Operating Expenses.
Option to Renew	So long as Occupant is not in default under the terms of the lease, leases and occupies at least 75% of the Premises, Occupant shall have one (1), five (5) year option to extend the term of the lease on the same terms and conditions as the initial lease term except that the Base Rent shall be adjusted to the then current fair market rent in comparable properties. However, in no case shall the extension term Base Rent be less than the Base Rent for the immediately prior period. Occupant shall provide eighteen (18) months written notice to Owner to exercise said extension option. In the event the parties cannot agree on the fair market Base Rent, the lease shall contain arbitration language to determine the Base Rent.



LEXINGTON LABS

The undersigned acknowledges receipt of questions and Addenda as numerated: _____

The proposed monthly lease payment is a complete cost. The lessor is responsible to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; the Town of Lexington will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the Town and for its own dumpster.

In submitting this bid, it is understood that the Town of Lexington reserves the right to reject any or all bids and to waive any informality in bidding if it be in the public interest to do so. It is also agreed that this bid may not be withdrawn prior to sixty (60) days from the date of opening of bids without the consent of the Town of Lexington.

Joseph Concepcion
Name of Person Submitting Proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

SRE Flag, LLC.
980 N. Michigan Ave. Suite 1700
Chicago, IL. 60611

Telephone Number: (312) 544-9612

Email Address: jconcepcion@singermaura.com

[Handwritten Signature]
Signature for Individual:

2/15/2024
Date:



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, entity, or group of individuals.

Joseph Concepcion
Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

SRE Flag, L.L.C. 980 N. Michigan Ave Suite 1700
Chicago, IL 60611

Telephone Number: (312) 544-9612 FAX Number:

Email Address: jconcepcion@singermaurice.com

Joseph Concepcion
Signature for Individual:

2/15/2024
Date:



TAX COMPLIANCE CERTIFICATION

Pursuant to MGL Ch. 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.

Joseph Concepcion

Signatory of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

*SRE Flag, L.L.C. 980 N. Michigan Ave, Suite 1700
Chicago, IL 60611*

Telephone Number: *(312) 544-9612* FAX Number:

Email Address:

Joseph Concepcion

2/15/2024

Signature for Individual: *Joseph Concepcion
Vice President*
Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Ch. 156D § 15.03?

- YES
- NO
- Not Applicable

If you are selected for this work, you are required, under MGL Ch. 30 § 391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Westborough before award.

EXHIBIT C
WORK LETTER

1. Base Building Work. Landlord shall, at Landlord's cost and expense, perform the Base Building Work consisting of the work listed on the matrix attached hereto and incorporated herein as Exhibit C-1 (Tenant/Landlord Responsibility Matrix) as "Landlord" and shown on the Base Building Plans attached hereto and incorporated herein as Exhibit C-2. Notwithstanding the foregoing, Landlord reserves the right to modify the Base Building Plans and Specifications provided that such modifications (i) shall not materially and adversely affect Tenant's use of or access to the Premises, and (ii) shall comply with the terms and conditions of this Lease. Landlord shall provide Tenant with reasonable notice of any changes to the Base Building Plans and Specifications that will affect the Premises.

2. Preparation of Plans. In addition to the Base Building Work, Landlord shall prepare plans (the "**Plans**") for the interior finish and other tenant improvements to the Premises prepared in accordance with Building standard tenant finish and otherwise in accordance with the space plan attached hereto as Exhibit C-3. The Plans shall be submitted to Tenant for its approval, which shall not be unreasonably withheld or delayed. Failure by Tenant to disapprove any submission or resubmission of the Plans within five (5) days after submission or any resubmission shall constitute approval thereof. Any disapproval shall be accompanied by a specific statement of the reasons therefor.

3. Performance of Landlord's Work; Landlord's Contribution. Promptly after approval of the Plans by Tenant (the "**Approved Plans**"), Landlord shall commence and exercise all reasonable efforts to complete the work to be performed by Landlord pursuant to the Approved Plans ("**Landlord's Work**"). To the extent that the total costs and expenses of Landlord's Work, including the cost of all architectural and engineering services, as reasonably estimated by Landlord's contractor as of the time of approval of the Plans, exceeds Landlord's Contribution, Tenant shall pay such excess to Landlord, 50% to be paid on the date the Plans are approved by Tenant and 50% to be paid on the Commencement Date (or, in either case, no later than fifteen (15) days after such later time as Landlord advises Tenant of the amount of such excess). The costs of Landlord's Work shall include a construction management fee equal to three percent (3%) of the total costs and expenses of Landlord's Work. Tenant shall, if requested by Landlord, execute a work letter confirming such excess costs prior to the time Landlord shall be required to commence work. In the event that the final, actual cost to Landlord of completing Landlord's Work is greater or less than the original estimate of Landlord's contractor, then Tenant shall pay to Landlord, or Landlord shall credit to Tenant, such difference (as the case may be) within fifteen (15) days after Landlord advises Tenant of such actual cost.

4. Substantial Completion. The Landlord's Work shall be deemed substantially complete on the first day as of which Landlord's Work has been completed except for (a) items of work (and, if applicable, adjustment of equipment and fixtures) which can be completed after occupancy has been taken without causing undue interference with Tenant's use of the Premises (i.e. so-called "punch list" items) and (b) items which, in accordance with good construction practice, should be performed after the performance of any tenant improvement work to be performed by Tenant; provided, however, that if substantial completion of Landlord's Work is

delayed as a result of any Tenant Delays described in Section 5 below, then Substantial Completion shall be the date that Landlord's Work would have been substantially completed but for such Tenant Delays. Such date is hereinafter called the "**Substantial Completion Date.**" Subject to Tenant Delays and Force Majeure, Landlord will exercise commercially reasonable efforts to complete the "punch list" items as soon as conditions reasonably permit, and Tenant shall afford Landlord access to the Premises for such purposes.

5. Condition; Landlord's Performance. Tenant shall give Landlord notice, not later than two calendar months after the Commencement Date, of any respects in which Landlord has not performed Landlord's Work fully, properly and in accordance with the terms of this Lease. Except as identified in any such notice from Tenant to Landlord, Tenant shall have no right to make any claim that Landlord has failed to perform any of Landlord's Work fully, properly and in accordance with the terms of this Lease or to require Landlord to perform any further Landlord's Work.

6. Tenant Delays. For purposes of this Exhibit C, "**Tenant Delays**" shall mean any delay in the completion of Landlord's Work resulting from any or all of the following: (a) Tenant's failure to timely perform any of its obligations pursuant to this Exhibit C, including any failure to complete, on or before the due date therefor, any action item which is Tenant's responsibility pursuant to the work schedule or any schedule delivered by Landlord to Tenant pursuant to this Exhibit C; (b) Tenant's changes to the Approved Plans; (c) Tenant's request for materials, finishes, or installations which are not readily available or which are incompatible with the Building standards or that are inconsistent with the plan attached as Schedule C-3; (d) any delay of Tenant in making payment to Landlord for any amounts required to be paid by Tenant under this Exhibit C; or (e) any other act or failure to act by Tenant, Tenant's employees, agents, architects, independent contractors, consultants and/or any other person performing or required to perform services on behalf of Tenant.

7. Early Access. Landlord shall give Tenant at least _____ () days prior notice of the Substantial Completion of Landlord's Work and, provided that such access will not delay the performance of Landlord's Work, Landlord shall permit Tenant to have access to the Premises during such _____ () day period solely for the purposes of furniture installation, wiring and cabling and preparing the Premises for Tenant's operations. Such access by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease, other than the payment of Base Rent and Additional Rent, and Landlord shall not be responsible for any injury to persons or damage to property resulting from such early access by Tenant.

8. Applicability of Exhibit. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

9. Construction Representation. Landlord hereby appoints Tori Sabatino as its construction representative and Tenant hereby appoints _____ as its construction

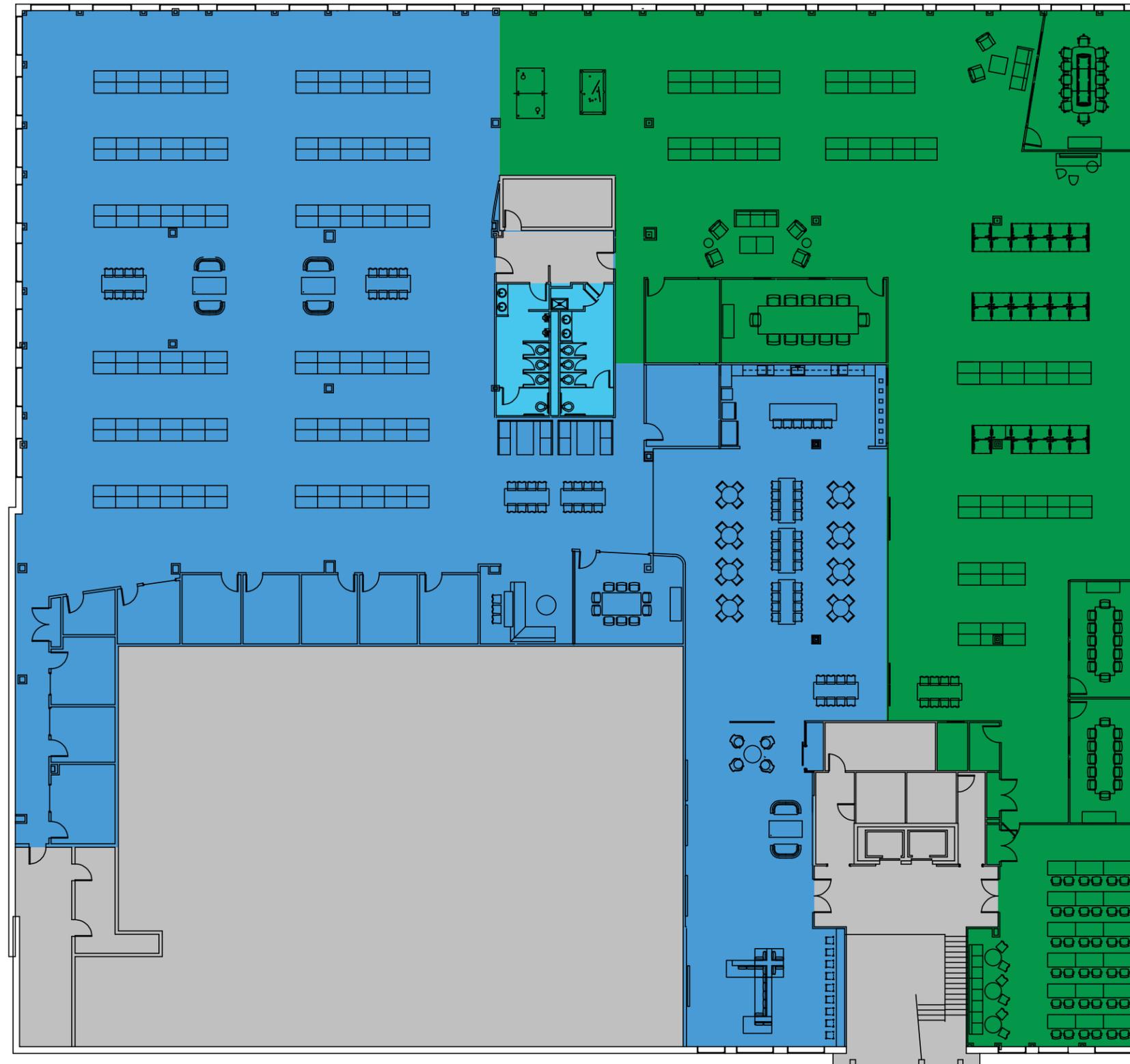
representative. Each party authorizes the other to rely in connection with design and construction upon approval and other actions on the party's behalf by any Construction Representative of the party named or any person hereafter designated in substitution or addition by written notice to the party relying.

FLOORPLAN

BUILDING 03 • FLOOR 2: Block plan



LEXINGTON LABS



Approx. 20,000 - 31,697 SF

- TENANT 1
- TENANT 2
- RESTROOMS
- BUILDING CIRCULATION

ITEM NAME	PROPOSED DATE	MINUTES	Item #	Description
Approve and Sign Water and Sewer Adjustments	26-Feb-24	0	0	Email request from Robin on 1/29
Accept Select Board Committee Resignations	26-Feb-24	0	0	Trustees of Public Trusts x2
Approve Select Board Committee Appointments	26-Feb-24	0	0	Trustees of Public Trusts x2
Approve Town Manager Committee Appointment	26-Feb-24	0	0	Confirm the Town Manager's appointment of a new Board of Health Member
Approve Town Manager Committee Reappointments	26-Feb-24	0	0	Commission on Disability reappointments per Cathy on 2/8
Approve Select Board Meeting Minutes	26-Feb-24	0	0	SB minutes 1/22 ; 1/25 Summit; 2/5 SB
Approve One-Day Liquor License - Armenian International Women's Association	26-Feb-24	0	0	Armenian International Women's Association's Celebration of International Women's Day 3/8
Approve One-Day Liquor License -	26-Feb-24	0	0	Galaray House First Friday Event March 1, 2024
Public Hearing: All Alcohol Package Store Liquor License Application - Ved Wine & Spirits d/b/a Liberty Wine & Spirits, 335 Woburn Street	26-Feb-24	10	1	advertised in 2/15 Minuteman Newspaper, (ZBA gave a special permit with conditions for this to be allowable at this location, ZBA filed special permit with Clerk's on 2/20/24)
Update on 173 Bedford vs. Leasing	26-Feb-24	20	2	This is a continuation of the discussion on moving the Central Administration Office to either 173 Bedford Street or leasing space and the results of the RFP process.
Review and approve Cedar Street at Hill Street/Paul Revere Road Intersection Alternatives	26-Feb-24	20	3	Engineering and Planning is seeking to present the alternatives for this project and are seeking Select Board approval to move forward.

<p>2024 Annual Town Meeting</p> <p>Article 47 Amend Zoning Bylaw-Signs Article 48 Amend Zoning bylaw- Short Term Rentals Article 49 Amend Zoning Bylaw- Permitted Uses and Development Standards Article 50 Amend Zoning Bylaw- Inclusionary Housing For Village and Multifamily Districts Article 51 Amend Zoning Bylaw- Maximum Height for Village Overlay District Article 52 Amend Zoning Bylaw and Map-Technical Corrections Article 53 Amend Zoning Map- Owner Petition 507 Bedford St Article 54 Amend Zoning Map-Owner Petition-509 Bedford St Proposed Consent Agenda Items - Select Board Article Discussion</p>	26-Feb-24	60	4	Abby McCabe & Bob Peters confirmed for PB articles plus owner petitions
<p>Approve Amendment to MOU - Inn at Hastings Park</p>	26-Feb-24	10	5	(the version presented at the 11/6/2023 meeting required some updates before bringing back to the Board for a final approval)
<p>Approve Revised Noise Committee Charge</p>	26-Feb-24	10	6	Approve Updated Noise Committee Charge based on 1/17 SB discussion
<p>Exemption 3 Discuss Strategy with Respect to Litigation Request from the Historical Commission</p>	26-Feb-24	30	E	This is to discuss the Historic Commission's issue with the ZBA special permit regarding the Hosmer House
<p>Dissolve Ad Hoc Transportation Committee??</p>	4-Mar-24	0	0	Recommendations made at 10/2 meeting

Road Closure Request - Lexington Minute Men & Lexington Historical Society	4-Mar-24	0	0	Annual reenactment of the arrival of Paul Revere and William Dawes at the Hancock-Clarke House: Bedford Street from Massachusetts Avenue to Hancock Street and Hancock Street to Adams Street closed to all but resident emergency traffic from 10:00pm on 4/14 to 12:30am on 4/15 (Police; Fire; DPW; TMO - all OK)
Town Celebrations Request for Use of Battle Green and Parade/Road Closures - Annual Patriots' Day Parade & Ceremonies	4-Mar-24	0	0	Patriots' Day 4/15: Morning Parade; Ceremonies on BG; Afternoon Parade (Police; Fire; DPW - all OK)
Battle Green Use Requests and Parade/Road Closure - Lexington Minute Men x4	4-Mar-24	0	0	Rehearsal of Civilian Evacuation 3/30; dress rehearsal for the Battle of Lexington Reenactment 4/6 (rain date: 4/7); Parker's Revenge Skirmish Reenactment 4/13 (need road closure on Massachusetts Avenue for LMM to march); Battle of Lexington Reenactment 4/15 (rain date: 4/20) -- (Police; Fire; DPW; TMO - all OK)
Battle Green Use Request and Road Closure - Lions Club of Lexington Inc.	4-Mar-24	0	0	110th Annual Patriots' Day 5-Mile Road Race (Police; Fire; DPW- all OK)
Approve One-Day Liquor License - Lexington-Waltham Lodge of Elks #2204	4-Mar-24	0	0	Lexington-Waltham Lodge of Elks #2204's Breast Cancer Fundraiser 4/21 -- need license fee payment
Road Closure/Parade Request - Lexington Little League	4-Mar-24	0	0	Annual Little League Parade on morning of 4/27 (road closures on Massachusetts Avenue and Muzzey Street) (Police - OK, escort will be provided; Fire; DPW - OK; TMO - OK; Engineering - OK, construction to be cleaned up on Saturdays; Recreation - OK, permitted to use fields)

Center Charette Report	4-Mar-24	30	2	This will be a presentation on the report from Dr. John Mullin and Dr. Zenia Kotval on the Center Charette that was held earlier this year.
2024 Annual Town Meeting - Select Board Article Discussion -Article 41 Massachusetts Bay Transportation Authority -Select Board Positions -Review Draft Select board Report Report to Annual Town Meeting	4-Mar-24	10	3	Kunal Butla-confirmed to discuss Art 41 on behalf of TAC
Approve Compost Site Rates for 2024	4-Mar-24	10	4	DPW has requested to have the Board vote to approve new rates for the Compost Site for 2024.
Accept Donation from Howard Wolk - 250th Monument	4-Mar-24	10	5	Howard Wolk has committed to donate \$250,000 for a new monument to be located at Belfry Park (as per the SB vote). Under MGL Ch. 44, Sec. 53A the Select Board is required to approve the purpose of the grant.
Approve and Sign Proclamations - Autism Awareness and Acceptance Month; National Public Safety Telecommunicators Week; National Public Health Week; National Library Week; Arbor Day	11-Mar-24	0	0	April is Autism Awareness and Acceptance Month; National Public Safety Telecommunicators Week 4/15-4/19 (annual proclamations); National Public Health Week 4/1-4/7; National Library Week 4/7-4/13; Arbor Day 4/26
Approve Select Board Appointment of Town Counsel	11-Mar-24	0	0	The Select Board shall appoint each year, within thirty days after the Annual Election of Town Officers, some attorney-at-law as Town Counsel, who shall serve for the term of one year. Mina Makarious/Anderson & Krieger LLP's term expires on 3/31

Approve Select Board Committee Reappointment	11-Mar-24	0	0	Mark Vitunic to be reappointed to the Board of Registrars (his term expires on 3/31) pending any other nominations
Architect Presentation to Select Board on Library Renovation	11-Mar-24	20	1	The Architect on this project is complete with Construction Documents and ready to move on to the bidding phase and will present the project to the Select Board.
Stop Sign Placement Request - Anthony Road at Lillian Road	11-Mar-24	10	2	Sheila Page has requested that TSG be on the Agenda to present a stop sign request at the intersection of Anthony Road and Lillian Road.
Approve Select Board Meeting Minutes	11-Mar-24	0		2/12/2024 SB;
2024 Annual Town Meeting - Select Board Article Discussion and Positions	11-Mar-24			
PLACEHOLDER - Request for Select Board approval of Plaque to be placed on the Lex250 Commemoration Tree planted by MDAR	11-Mar-24	10		Formal request from MDAR received 2/20/2023 to present their proposal for a plaque to mount at base of the tree which was planted in April 2023 behind buckman tavern in honor of the semiquincentennial anniversary of the Battle of Lexington, monuments and memorials committee sent a report on 2/9/2024

<p>PLACEHOLDER - Liquor License Amendment - Alteration of Premise/Update Liquor License Conditions Regarding New Outdoor Dining - Inn at Hastings Park</p>	<p>18-Mar-24</p>	<p>15</p>	<p>1</p>	<p>Needs to be advertised - Hearing - Inn at Hastings submitted an alteration of premise application for their liquor license to formalize the outdoor area to include the new patio area they built. Their liquor license is currently covered at the present by the state extension for outdoor dining areas to serve alcohol in this area along with their local application for outdoor dining under the Town Manager.</p>
<p>2024 Annual Town Meeting - Approve Select Board Report to ATM - Select Board Article Discussion and Positions</p>	<p>18-Mar-24</p>	<p>5</p>		

Lexington Police Department Monthly Report



January 2024

Town of Lexington, MA





Construction Progress Update

LPD MONTHLY REPORT FOR JANUARY 2024

Most of the work completed in January is continued from December.

Building Envelope:

- Glazing installations are 70% complete, interior and exterior caulking and sealants are ongoing at installed glazing, mullion/cap installations are ongoing.
- Brickwork and brownstone installations are nearing completion, wash down is ongoing, scaffolding has been removed from the east and southeast elevations. At the main entry a plastic enclosure was installed around scaffolding to protect new work. Measures to ensure ambient temperatures within the tenting at over 40 have been maintained.
- Metal and membrane roofing and trim installations are ongoing, weather dependent and sporadic.
- Inspections throughout the month were conducted by the Building and Electrical inspectors and envelope inspections by CES are ongoing.

Site Improvements:

- Concrete encased underground electrical conduit runs out of the north side of the building to the transformer pads are complete, antenna base and conduits are complete.
- Electrical trenching and conduits site west ongoing.
- Site stair concrete and masonry completed.

Interior:

- Insulation of overhead ducts and coolant lines continues.
- Fire stopping in all floor plates and wall penetrations, ongoing.
- Tile work continues in the 2nd floor bathrooms and locker rooms, installations are well underway on the 1st floor.
- Locker installations are generally complete, slope tops underway.
- Drywall installation on both floors is generally complete, patch and repair are ongoing.
- Terrazzo flooring in the main lobby is complete and protected.
- Paint priming and first coat applications are ongoing throughout the building, dry fall paint is underway in the garage.
- Electrical rough continues both floors; in-ceiling inspections by Building Office inspectors are generally complete. Data rough is ongoing.
- ACT frames are ongoing on both floors, approximately 90% complete.
- Ceiling tile installations are ongoing, sprinkler head and diffuser rough-in ongoing. Light fixture rough-in is ongoing both floors.
- Pre-finished interior storefront frames installations are nearly complete and transition caulked.

To view the live progress of the site, please use the links below to access the web-cams:

Camera #1: <https://www.senserashsystems.com/public/embed/3M7823846H8Z>

Camera #2: <https://www.senserashsystems.com/public/embed/3M7821616J00>



Estimated Construction Progress

FEBRUARY 2024: ESTIMATED 4 WEEK LOOK AHEAD

Building Envelope:

- Complete all masonry work and initiate punch list, complete deficiencies.
- Complete metal roof panel installations and membrane roofing.
- Start antenna installation pending electrical underground work completion.
- All exterior trim installed, begin paint prep.
- Finish exterior curtain wall and windows with including mullions, trim, detailing and sealants.
- Install remainder of HVAC components on roof.

Site Improvements:

- Site stair complete, Lighthouse to demobilize.
- Solar canopy foundations are TBD.
- Antenna base and underground electrical completed.
- Membrane and metal roofing completed.
- Site underground utilities to continue.
- Site stair complete, Lighthouse to demobilize.

Interior:

- Complete and punch all wall and floor tile, Ayotte to demobilize.
- Begin epoxy flooring and carpet installations in select rooms.
- Complete interior metal storefront frames and install glazing.
- Elevator installation to 75% completion.
- Continue electrical installation and rough-in for garage, data wiring will be ongoing.
- Continue the installation of mill work and cabinets.
- Install countertops and sinks, toilet rough-in will be ongoing.
- Punch list and deficiencies work will be ongoing, paint quality and testing to be scheduled.
- Paint deficiencies corrected, finish paint ongoing.
- Begin interior punch and deficiencies work and correct.
- Ceiling white out to continue.
- Raised flooring in dispatch and OIC to be completed.
- Plumbing and MEP insulation completed.
- Complete sprinkler rough-in.
- Cell doors installed and painted, cell ceilings installed.

To view the live progress of the site, please use the links below to access the web-cams:

Camera #1: <https://www.senserashsystems.com/public/embed/3M7823846H8Z>

Camera #2: <https://www.senserashsystems.com/public/embed/3M7821616J00>

Building Envelope Progress



East elevation CW14.1 before mullions



Masonry wash underway - NE corner



West elevation; finished windows & soffits

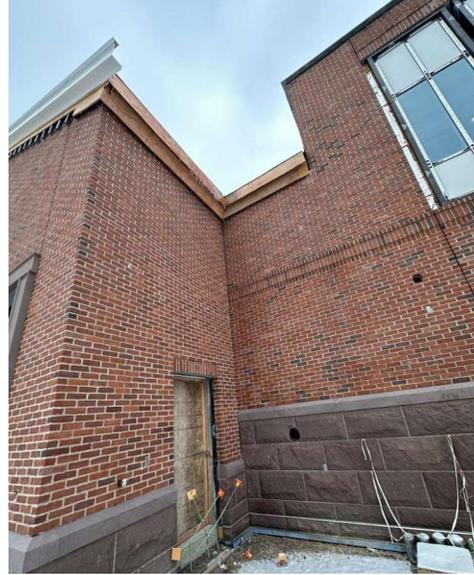


Primary facade staging for final masonry

Building Envelope Progress



Weather protection at primary facade



Stone watertable transition



Garage door & louver openings



Primary facade staging underway

Building Envelope Progress



West elevation



AVB installed at CW18/stair tower



Insulation and AVB over CW12



Stone pilasters at main entry

Site Progress



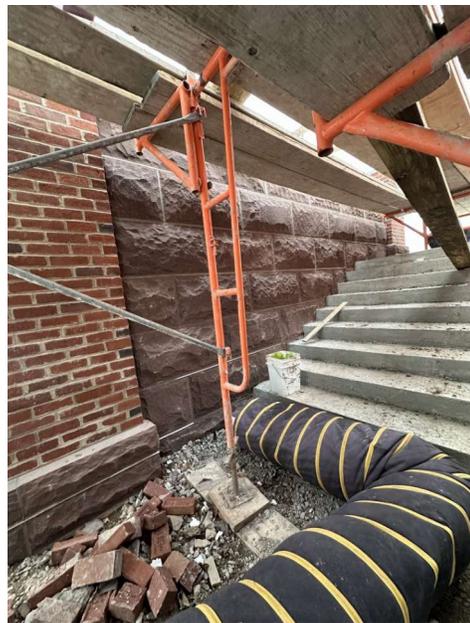
Duct bank stub out west elevation



Trenching for antenna connections



Tenting at site stair



Site stair concrete in place

Site Progress



Equipment pad west elevation



Site conditions looking west



Antenna base and stub ups



Winter site conditions

Interior Progress



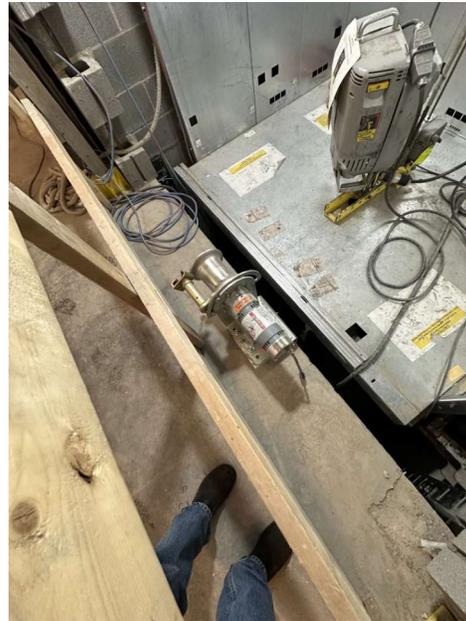
Elevator shaft CMU installation



Elevator electrical closet



Cell toilet assembly



Elevator cab progress

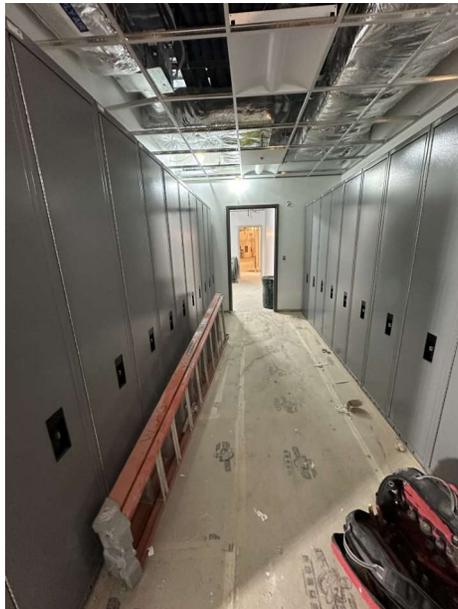
Interior Progress



Tape and mud applications ongoing



Locker room tile is ongoing



Lockers are installed



First floor bathroom tile is ongoing

Interior Progress



Prefinished interior storefront



Overhead MEP



Firearm locker in corridor



Cell paint progress

Interior Progress



Stair tower CMU paint ongoing



Wall deficiency repairs ongoing



Interior storefront glazing



First floor bathroom tile ongoing

MONTHLY REPORT



LEXINGTON HIGH SCHOOL

January 2024

DORE + WHITTIER

I. EXECUTIVE SUMMARY

This is the fifth monthly report for the Lexington High school project that will cover January 2024. During the month of January, we held several working group meetings and our SBC Meeting No. 7. (Please note that ALL meeting recordings, agenda, minutes, and materials can be found on the project website found here: [A New Vision for Lexington High School \(lexingtonma.org\)](http://lexingtonma.org))

At the January 5th programming meeting, the SMMA and D+W team met with the following staff: Performing Arts, LABBB Collaborative, World Language, Special Education, and Physical Education. The project team spent an hour with each department to talk through their existing space, their needs, and wants for space moving forward all to deliver the education beyond their current constraints. The data will be collected and developed as part of the educational program for the PDP submission to the MSBA.

At the January 5th EEA Follow up meeting the project team talked about the MEPA EEA call that occurred on January 2nd. The project team had 30 minutes to review high level the project and what we know this time. The project team will be meeting with the High School and Center Recreation Working Group on January 23rd for follow up and review.

At the January 8th School Building Committee Coordination Meeting, the Superintendent and District presented the following agenda:

Call to Order

Review of Meeting Minutes

MSBA Module Review

A Look back

- Educational programming meetings

- Focus group kick off (agenda and presentations)

- Visioning meetings (recordings and notes)

- Student School Building Committee (SSBC)

- Article 97 Energy and Affairs Update

A Look Ahead

- Community Flyer Update

- Community Forum

Proposed Topics for Next Agenda

Public Comment

Adjourn

The SBC Coordination Meetings will be held every first, second and fourth Monday of the month from 12-1pm.

At the January 9th programming meeting, the SMMA and S+W team met with the following staff: Counseling, LHS Admin Team, Social Studies, English, Students, and Visual Arts. The project team spent an hour with each department to talk through their existing space, their needs, and wants for space moving forward all to deliver the educational beyond their current constraints. The data will be collected and developed as part of the educational program for the PDP submission to the MSBA.

At the January 10th programming meeting, the SMMA and D+W team met with the following staff: Food Services, LHS Offices Unit D, Nursing/Health Services, Math, Students, and ELL. The project team spent an hour with each department to talk through their existing space, their needs, and wants for space moving forward all to deliver the educational beyond their current constraints. The data will be collected and developed as part of the educational program for the PDP submission to the MSBA.

January 2024

At the January 10th Ed Planning Visioning Workshop SMMA's ed planning consultant, David Stephen from NewVista met with teachers, educators, admin, staff, students, and community members. The workshop was well attended, and all were extremely engaged in the process. The focus of this meeting was to drill down the patterns that resonated within the groups and the groups created their priority list for the educational vision. These workshops will be a series of meetings that will occur over the next couple of months. This information will help form the educational program that is an important piece of the Preliminary Design Program that will be submitted to the MSBA in June of 2024.

The project team met on January 11th as our typical weekly Thursday meetings. We reviewed upcoming meetings, project schedule, outstanding items, deliverables etc.

At the January 11th communications working group meeting the project team reviewed the mass mailer and the project website. There was discussion regarding some changes to the mass mailer for D+W to make as well as feedback regarding the organization of the website. The project team will meet with the communications working group again on January 18th for further review.

The project team met on January 18th as our typical weekly Thursday meetings. We review upcoming meetings, project schedule, outstanding items, deliverables etc.

At the January 18th communications working group meeting the project team further reviewed the mass mailer and project website. Final review occurred of the mass mailer and D+W to make final edits and circulate to the working group. The working group further reviewed the website and provided additional feedback. D+W to make further edits and review with working group at future meeting.

At the January 18th scheduling working group meeting the project team reviewed the project schedule. The working group provided comments, ideas and presented some changes to be made. D+W to work with SMMA on review of comments/changes received and will update the project schedule to reflect those changes. Once complete D+W to distribute to working group.

At the January 22nd SBC meeting the project team presented the following agenda:

- Call to Order
- Approval of Previous Meeting Minutes
- Review Focus Group Participants
- Scheduled meetings and Expectations
- Review Status of Existing Conditions Evaluation
- Update on Ed Planning
- Update on Programming and Visioning
- Communications Working Group Report Out
- Other Topics Not Anticipated 48 hours in Advance
- Public Comment
- Adjourn

At the January 23rd High School and Center Recreation Area Working Group meeting members from the Town met to review what has been discussed in the past, what has been identified now as part of the project, and next steps moving forward.

January 2024

At the January 24th Focus Group meeting (Site, Safety, and Security) the project team met for the first time to review the process for the 4 meetings. The project team reviewed the objective:

Discuss site design for traffic, circulation, safety, and security. Includes conversations about parking, driveways and circulation, fields, and offsite improvements and coordination with Town Departments

At the first meeting the goal is to listen, the second meeting to review and respond, the third meeting confirm and recommend, and the fourth meeting to reconvene with all four focus groups.

At the January 24th Ed Planning Visioning Workshop SMMA's ed planning consultant, David Stephen from NewVista met with teachers, educators, admin, staff, students, and community members. The workshop was well attended, and all were extremely engaged in the process. The focus of this meeting was to drill down the patterns that resonated within the groups and the groups created their priority list for the educational vision. These workshops will be a series of meetings that will occur over the next couple of months. This information will help form the educational program that is an important piece of the Preliminary Design Program that will be submitted to the MSBA in June of 2024. This was the 4th and final Ed Planning Visioning meeting.

At the January 25th Focus Group meeting (Ed Planning and Equity) the project team met for the first time to review the process for the 4 meetings. The project team reviewed the objective:

Review overall goals from educational planning perspectives, educational programming meetings and visioning sessions.

Focus Group Timeline:

At the first meeting the agenda is to listen, at the second meeting to review and respond, at the third to confirm and recommend, and the fourth to reconvene with all the focus groups.

At the January 26th Focus Group meeting (Exterior and Interior Design) the project team met for the first time to review the process for the 4 meetings. The project team reviewed the objective:

SMMA team states that the first meeting today is to go around the room to each focus group member, hear what they are concerned about, what they want to talk about and goal at next meeting is to answer the questions and concerns.

Focus Group Timeline:

At the first meeting the agenda is to listen, at the second meeting to review and respond, at the third to confirm and recommend, and the fourth to reconvene with all the focus groups.



At the January 29th SBC Coordination meeting the School Building Committee Coordination Meeting, the Superintendent

Call to Order

A Look Back

- Focus Groups update (Site Safety and Security, Ed Planning and Equity, Sustainability and MEP, Exterior and Interior Design)

- Visioning Update

- High School and Center Recreation Area Working Group Update

A Look Ahead

- Overall project timeline

- Master schedule

- Community forum #3

Unfinished Business

- Other Items of Interest to SBC Members

- Community talking points

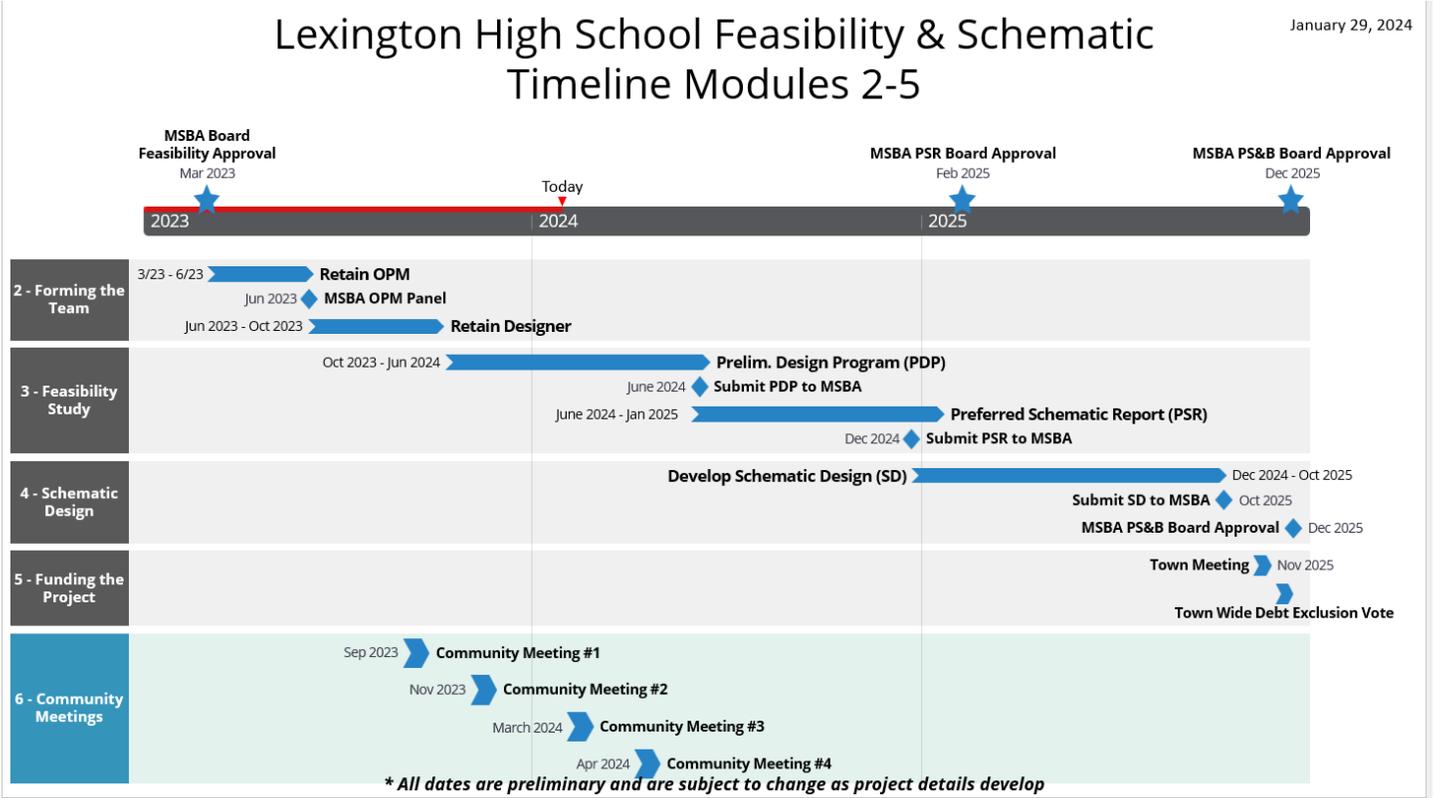
- Proposed Topics for Next Agenda

Public Comment

Adjourn



II. PROJECT SCHEDULE OVERVIEW



III. TASKS COMPLETED

A series of meetings were held in the month of December, they include:

- 1/5/24 Programming Meeting with Staff
- 1/8/24 SBC Coordination Meeting
- 1/9/24 Programming Meeting with Staff
- 1/10/24 Programming Meeting with Staff
- 1/11/24 LHS Weekly Project Team Meeting
- 1/11/24 Communications Working Group Meeting
- 1/18/24 LHS Weekly Project Team Meeting
- 1/18/24 Communications Working Group Meeting
- 1/18/24 Schedule Working Group Meeting
- 1/22/24 SBC Meeting no. 7
- 1/23/24 High School and Center Recreation Area Working Group Meeting
- 1/24/24 Site, Safety, and Security Focus Group Meeting

January 2024

- 1/24/24 Ed Planning Visioning Workshop Meeting
- 1/25/24 Ed Planning and Equity Focus Group Meeting
- 1/25/24 LHS Weekly Project Team Meeting
- 1/25/24 MEP and Sustainability Focus Group Meeting
- 1/26/24 Exterior and Interior Design Focus Group Meeting
- 1/29/24 SBC Coordination Meeting

IV. 30-DAY LOOK AHEAD

In the month of February, the project team will be reviewing the following:

Existing Conditions

Educational Program

Evaluation Criteria

Space Summary

Additional 2nd rounds of focus group meetings will continue where feedback received from the first meeting will be presented and further evaluated.

Homework will be given to the SBC to review the documents stated above and evaluate and provide feedback. The project team will also be presenting the educational program and space summary to the SC. Ultimately leading to a vote to approve the educational program and accept the space summary.

Attached below is a 4 week look ahead from our project schedule. The full project schedule is included as backup to this document.



Lexington High School Project Schedule - DRAFT								February 2024 - 4 Week Look Ahead															
ID	Task Name	Duration	Start	Finish	Predecessors	Status		February 2024				March 2024				April 2024							
								31	5	10	15	20	25	1	6	11	16	21	26	31	5	10	15
119	Analysis of School District Student Assignment Practices and Available S	60 days	Fri 11/17/23	Thu 2/8/24	39	On Schedule																	
120	Tuition Agreements with Adjacent School Districts	60 days	Fri 11/17/23	Thu 2/8/24	39	On Schedule																	
121	Rental or Acquisition of Existing Building that Could be Made Available f	60 days	Fri 11/17/23	Thu 2/8/24	39	On Schedule																	
124	Code Upgrade Option - Repair Systems, No Modifications to Space	40 days	Mon 1/29/24	Fri 3/22/24	83	On Schedule																	
125	Renovation and/or Addition Option(s) of Varying Degrees	40 days	Mon 1/29/24	Fri 3/22/24	83	On Schedule																	
126	New Building Option(s)	40 days	Mon 1/29/24	Fri 3/22/24	83	On Schedule																	
127	MEP and Sustainability Focus Group Meeting 2 - Respond	0 days	Mon 2/12/24	Mon 2/12/24	122FS+13 day	Future Task																	
128	Exterior & Interior Design Focus Group Meeting 2 - Respond	0 days	Wed 2/14/24	Wed 2/14/24	123FS+14 day	Future Task																	
131	PBC Meeting - Evaluation Criteria, Existing Conditions draft report, Spac	0 days	Thu 2/15/24	Thu 2/15/24	333SS	Future Task																	
132	SBC Meeting to Vote Evaluation Criteria	0 days	Mon 2/26/24	Mon 2/26/24	320,130	Future Task																	
145	Local Actions and Approvals	140 days	Fri 11/17/23	Thu 5/30/24		On Schedule																	
146	Log of All Meetings Held for the Project to Date	130 days	Fri 11/17/23	Thu 5/16/24	39	On Schedule																	
147	Copies of Materials Presented at Meetings	130 days	Fri 11/17/23	Thu 5/16/24	39	On Schedule																	
264	Other Project Activities	1876 days?	Thu 8/17/23	Thu 10/24/30		On Schedule																	
294	Article 97	688 days	Tue 1/2/24	Fri 8/21/26		On Schedule																	
313	Lexington Process	522 days	Thu 8/17/23	Mon 8/18/25		Late																	
314	PBC/SBC Meetings - Feasibility and Schematic Design Phase	522 days	Thu 8/17/23	Mon 8/18/25		Late																	
315	PDP - SBC	162 days	Thu 10/12/23	Mon 5/27/24		Late																	
329	PDP - PBC	215 days	Thu 8/17/23	Thu 6/13/24		Late																	
333	PBC Meeting - Evaluation Criteria, Existing Conditions draft report, Spac	0 days	Thu 2/15/24	Thu 2/15/24	72,130,96	Future Task																	
372	Focus Group Meetings	106 days	Fri 12/15/23	Mon 5/13/24		On Schedule																	
375	Educational focus group meeting 2	0 days	Mon 2/5/24	Mon 2/5/24	71SS	Future Task																	
378	Site Safety and Security focus group meeting 2	0 days	Fri 2/9/24	Fri 2/9/24	113SS	Future Task																	
381	MEP and Sustainability focus group meeting 2	0 days	Mon 2/12/24	Mon 2/12/24	127SS	Future Task																	
384	Exterior & Interior Design focus group meeting 2	0 days	Wed 2/14/24	Wed 2/14/24	128SS	Future Task																	
387	Integrated Design Policy	1856 days?	Thu 9/14/23	Thu 10/24/30		On Schedule																	
390	Review and evaluate Program	121 days	Mon 10/2/23	Mon 3/18/24	46SS	On Schedule																	
393	PBC Monitor IBD & CGC, Monthly updates w/ look ahead	300 wks	Fri 11/17/23	Thu 8/16/29	39	On Schedule																	
396	Study of all options PDP (New, Add/reno/Reno)	127 days	Fri 11/17/23	Mon 5/13/24	118SS	On Schedule																	



Lexington High School Project Schedule - DRAFT February 2024 - 4 Week Look Ahead							
ID	Task Name	Duration	Start	Finish	Predecessors	Status	Calendar
36	MODULE 3 - Preliminary Design Program (PDP)	363 days	Mon 10/2/23	Wed 2/19/25		On Schedule	
37	Preliminary Design Program (PDP)	363 days	Mon 10/2/23	Wed 2/19/25		On Schedule	
38	SUMMARY INFO	121 days	Thu 11/16/23	Thu 5/2/24		On Schedule	
43	Project Directory	120 days	Fri 11/17/23	Thu 5/2/24	39	On Schedule	
44	Project Schedule	120 days	Fri 11/17/23	Thu 5/2/24	39	On Schedule	
45	Educational Program	117 days	Mon 10/2/23	Tue 3/12/24		On Schedule	
46	Create Educational Plan	92 days	Mon 10/2/23	Tue 2/6/24		On Schedule	
48	SMMA to Review Districts Ed Plan	62 days	Mon 11/13/23	Tue 2/6/24	47	On Schedule	
62	Approve Educational Plan	34 days	Thu 1/25/24	Tue 3/12/24		Late	
64	School Committee to review draft Educational Plan	0 days	Tue 2/6/24	Tue 2/6/24	48	Future Task	2/6
65	Ed Plan Meeting/Presentation to SC	0 days	Mon 2/26/24	Mon 2/26/24	64FS+14 days	Future Task	2/26
68	INITIAL SPACE SUMMARY	87 days	Fri 11/17/23	Mon 3/18/24		On Schedule	
71	Educational Planning and Equity focus group meeting 2 - Report	0 days	Mon 2/5/24	Mon 2/5/24	63	Future Task	2/5
72	Draft Space Summary available for review	0 days	Wed 2/7/24	Wed 2/7/24	71FS+3 days	Future Task	2/7
73	SBC Meeting - review DRAFT Space Summary	0 days	Mon 2/12/24	Mon 2/12/24	71	Future Task	2/12
74	Confirm "Other Category" of Spaces to be Included	10 days	Mon 2/12/24	Fri 2/23/24	73	Future Task	
78	EXISTING CONDITIONS EVALUATION	329 days	Fri 11/17/23	Wed 2/19/25		On Schedule	
84	Report Development and Review	319 days	Fri 11/17/23	Wed 2/5/25		On Schedule	
87	Confirm if any Developmental Restrictions	60 days	Fri 11/17/23	Thu 2/8/24	39	On Schedule	
88	Building Code Compliance Report	30 days	Mon 1/1/24	Fri 2/9/24	82	On Schedule	
89	Accessibility Compliance and Report	30 days	Mon 1/1/24	Fri 2/9/24	82	On Schedule	
90	Confirm any significant structural or Geotech conditions	30 days	Mon 1/1/24	Fri 2/9/24	82	On Schedule	
91	Conduct Phase 1 Environmental Site Assessment (ESA)	30 days	Mon 1/1/24	Fri 2/9/24	82	On Schedule	
92	Assess for the presence of any Hazardous Materials	30 days	Tue 12/26/23	Tue 2/6/24	82	On Schedule	
93	Delineate any wetland resources	15 days	Fri 12/13/24	Thu 1/2/25	82	Future Task	
94	Perform Topographic Survey	40 days	Thu 12/12/24	Wed 2/5/25	82	Future Task	
97	SBC to review existing condition report	5 days	Mon 2/5/24	Fri 2/9/24	96FS+5 days	Future Task	2/12
98	SBC to accept existing conditions report	0 days	Mon 2/12/24	Mon 2/12/24	97FS+1 day	Future Task	
99	Site Development Requirements	296 days	Wed 1/3/24	Wed 2/19/25		On Schedule	
101	Confirm any Proposed Structures or Fences	15 days	Thu 1/25/24	Wed 2/14/24	100FS+1 day	On Schedule	
102	Define Site Access and Circulation	15 days	Mon 2/12/24	Fri 3/1/24	113	Future Task	
103	Define Parking Count; Paving Requirements	15 days	Fri 2/9/24	Thu 2/29/24	113	Complete	
104	Identify Zoning Setback and Limitations (Variances?)	5 days	Fri 2/9/24	Thu 2/15/24	87	Future Task	
105	Define Accessibility Requirements	15 days	Mon 2/12/24	Fri 3/1/24	113	Future Task	
108	Define Emergency Vehicle Access Requirements	15 days	Mon 2/12/24	Fri 3/1/24	113	Future Task	
109	Define Safety and Security Requirements	15 days	Mon 2/12/24	Fri 3/1/24	113	Future Task	
111	Define Athletic Fields and Outdoor Educational Spaces	15 days	Mon 2/12/24	Fri 3/1/24	113	Future Task	
112	Define Site Orientation and Other Location Considerations	15 days	Mon 2/12/24	Fri 3/1/24	113	Future Task	
113	Site Safety and Security Focus Group Meeting 2 - Respond	0 days	Fri 2/9/24	Fri 2/9/24	100FS+13 day	Future Task	2/9
118	Preliminary Evaluation of Alternatives	131 days	Fri 11/17/23	Fri 5/17/24		On Schedule	

11:54 AM Tue 2/6/24 Page 1

Upcoming Meetings:

- 2/1/24 LHS Weekly Project Team Meeting
- 2/5/24 Schedule Working Group Meeting
- 2/5/24 Ed Planning and Equity Focus Group Meeting
- 2/5/24 SBC Coordination Meeting
- 2/8/24 LHS Weekly Project Team Meeting
- 2/9/24 Site, Safety, and Security Focus Group Meeting
- 2/12/24 SBC Coordination Meeting
- 2/12/24 MEP and Sustainability Focus Group Meeting
- 2/13/24 SC Committee Meeting
- 2/14/24 Exterior and Interior Design Focus Group Meeting
- 2/15/24 PBC Meeting
- 2/15/24 LHS Weekly Project Team Meeting
- 2/22/24 LHS Weekly Project Team Meeting
- 2/26/24 SBX Meeting no. 8
- 2/27/24 SC Meeting
- 2/29/24 LHS Weekly Project Team Meeting

I. PROJECT BUDGET

Budget Status Narrative: In the month of January two invoices were submitted for payment against the project budget and propay reimbursement no. 2 was submitted to the MSBA.



February 13, 2024

Project Name: Lexington High School
Subject: Monthly Report Budget Update

1. MSBA Reimbursement Status:

PR No.	Payment Request Date	Submitted Amount	Ineligible Project Costs	Eligible Project Costs	Eligible Grant	Recommended Payment Amount	MSBA Last Payment Date	MSBA Payment Amount
1	10/4/2023	\$46,262	\$1,600	\$44,662	\$13,845	\$0	12/21/2023	\$13,845
2	1/10/2024	\$89,198	\$1,568	\$87,630	\$27,165	\$0	2/1/2024	\$27,166
3	2/2/2024	\$254,269	\$0	\$254,269	\$78,823	\$78,823		
Total		\$389,729				\$78,823		\$41,011

Lexington High School



Project Details

DWMP Project No.	MP 22-0129	Project Type	High School
Project Name	Lexington High School	Scope Type	
Project Address	251 Waltham Street Lexington, MA 02421	MSBA Project?	No
Project Phase	Feasibility Study		
Phase End-Date	01/31/2025		
Phase % Complete	25%		

[Edit Project Details](#)

- [Budgets](#)
- [Budget Transfers](#)
- [Contracts](#)
- [Invoices](#)
- [Vendors](#)
- [Meetings](#)
- [Monthly Reporting](#)

Project Budget Summary

Budget Category	Orig. Budget	Transfers	Upd. Budget	Contract Amt.	% Committed	Expended	% Expended	Contract Remain'g	Bud. Balance
0000-0000 Feasibility Study Agreement									
0001-0000: OPM - Feasibility Study	\$400,000.00	\$0.00	\$400,000.00	\$430,000.00	107%	\$270,828.50	62%	\$159,171.50	-\$30,000.00
0002-0000: A&E - Feasibility Study	\$1,000,000.00	\$0.00	\$1,000,000.00	\$642,700.00	64%	\$88,000.00	13%	\$554,700.00	\$357,300.00
0003-0000: Environmental & Site	\$350,000.00	\$0.00	\$350,000.00	\$357,300.00	102%	\$27,495.65	7%	\$329,804.35	-\$7,300.00
0004-0000: Other	\$75,000.00	\$0.00	\$75,000.00	\$13,404.89	17%	\$3,404.89	25%	\$10,000.00	\$61,595.11
Total - 0000-0000 Feasibility Study Agreement	\$1,825,000.00	\$0.00	\$1,825,000.00	\$1,443,404.89	291%	\$389,729.04	109%	\$1,053,675.85	\$381,595.11

II. PROJECT PHOTOS

Mass Mailer that will be sent to all Lexington taxpayers including residents, businesses, etc.

How much do you know about your Lexington High School Building Project?

Lexington is working on a major investment to renovate or replace
Lexington High School.

Now is the time to participate.
Here's how:



DISCOVER

Follow Our Website:

lhsproject.lexingtonma.org

- Meeting agendas, minutes & recordings
- Project timeline updates
- Technical and regulatory documents



SPEAK UP

Contact the Project Team

lhsproject.lexingtonma.org/contact-us

Attend Community Meetings

Join in-person or on-line: Zoom link will be posted at lhsproject.lexingtonma.org

Save this card for reference!

Lexington High School Building Project

NEXT COMMUNITY MEETING

Wednesday, March 6, 2024
@ 6:30 pm
Cary Memorial Building
1605 Massachusetts Ave

Join in-person or on-line – Zoom link will be posted at lhsproject.lexingtonma.org

Building Project Website:
lhsproject.lexingtonma.org



PRSR STD
ECRWSS
U.S. Postage
PAID
EDDM Retail



Local
Postal Customer

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve and Sign Water and Sewer Adjustments

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.1

SUMMARY:

Category: Decision-Making

The Water and Sewer Division is asking the Select Board approve and sign the Water and Sewer Adjustments as recommended by the Water and Sewer Abatement Board (WSAB) on January 4, 2024 in the amount of \$17,852.10.

SUGGESTED MOTION:

To approve and sign the attached Water and Sewer Adjustments as recommended by the Water and Sewer Abatement Board on January 4, 2024 in the amount of \$17,852.10.

Move to approve the consent.

FOLLOW-UP:

Treasurer/Collector

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Water/Sewer Adjustments as Recommended by WSAB on January 4, 2024	Backup Material



FY 2024
ADJUSTMENTS TO WATER/ SEWER
AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD

WSAB JANUARY 4, 2024 SELECT BOARD FEB 26, 2024

ACCOUNT	NBR	STREET	WATER	SEWER	TOTAL	BILL	YEAR	NOTES
0201009100	661	LOWELL STREET	\$ (180.18)	\$ (1,050.30)	\$ (1,230.48)	1091680	2023	TOILET LEAK
0200381900	25	LEDGELAWN AVE	\$ (79.86)	\$ (256.08)	\$ (335.94)	1087997	2023	TOILET LEAK
0200556600	200	EAST EMERSON ROAD	\$ (345.14)	\$ (1,120.56)	\$ (1,465.70)	1090524	2023	TOILET LEAK
0100212300	47	KENDALL ROAD	\$ (107.47)	\$ (359.26)	\$ (466.73)	1085051	2023	TOILET LEAK
0300746200	12	AUGUSTUS ROAD	\$ (201.66)	\$ (648.21)	\$ (849.87)	1093757	2023	TOILET LEAK
0300938300	18	SPRING STREET	\$ (1,107.82)	\$ (3,742.92)	\$ (4,850.74)	1096366	2023	TOILET LEAK
0100050800	5	INGLESIDE ROAD	\$ (153.12)	\$ (472.12)	\$ (625.24)	1082729	2023	TOILET LEAK
0200546800	8	MAUREEN ROAD	\$ (567.36)	\$ (1,870.16)	\$ (2,437.52)	1090355	2023	WASHING MACHINE LEAK
0200378802	24	REVERE STREET	\$ (485.64)	\$ -	\$ (485.64)	1087953	2023	IRR LEAK
0100280002	38	WEBSTER ROAD	\$ (2,901.06)	\$ -	\$ (2,901.06)	1085919	2023	IRR LEAK
0100175002	68	LOCUST AVE	\$ (236.43)	\$ -	\$ (236.43)	1084506	2023	IRR LEAK
0100027002	1	RINDGE ROAD	\$ (881.82)	\$ -	\$ (881.82)	1082434	2023	IRR LEAK
0200578400	6	GLEN ROAD	\$ -	\$ (1,084.93)	\$ (1,084.93)	1090876	2023	IRR ON DOM
0100093200	10	BLUEBERRY LANE	NA	NA	NA	1062286	2023	INTEREST ONLY
0200476000	4	RUSSELL SQ	NA	NA	NA	1089323	2023	INTEREST ONLY
0100199900	160	MARRETT ROAD	NA	NA	NA	1084876	2023	INTEREST ONLY
			\$ (7,247.56)	\$ (10,604.54)	\$ (17,852.10)			

It is the recommendation of the Water and Sewer Abatement Board that the Town Collector be authorized to waive interest that has accrued on the bills included herein, unless stated here otherwise, from the due date of the bill until 30 calendar days after the date of written notification to applicant of the Selectmen's action.

WATER SEWER TOTAL
\$ (7,247.56) \$ (10,604.54) \$ (17,852.10)

 1-31-24

DIRECTOR OF PUBLIC WORKS

SELECT BOARD 2/26/24

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Accept Select Board Committee Resignations

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.2

SUMMARY:

Category: Decision-Making

Resignations:

Trustees of Public Trusts

The Select Board is being asked to accept the resignations of Alan Fields and Susan McClements from the Trustees of Public Trusts effective immediately.

On behalf of the Town of Lexington, the Select Board Members would like to extend their many thanks to Mr. Fields and Ms. McClements for their time and many years of service to the community.

SUGGESTED MOTION:

To accept the resignations of Alan Fields and Susan McClements from the Trustees of Public Trusts effective immediately.

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description

Type

▣ Resignation Letters - S. McClements & A. Fields

Backup Material

Stacey Prizio

From: Select Board
Sent: Monday, February 12, 2024 1:06 PM
To: Stacey Prizio
Subject: FW: Trustees of Public Trusts Resignation

From: Joe Pato [REDACTED]
Sent: Monday, January 8, 2024 1:39 PM
To: Susan McClements [REDACTED]
Cc: Select Board <selectboard@lexingtonma.gov>; Clerk's Office <Clerk@lexingtonma.gov>
Subject: Trustees of Public Trusts Resignation

Susan,

Thank you for letting me know. I'm cc'ing the Select Board Office and the Town Clerk's office so that your resignation can be processed.

I appreciate all you have done for the Town and thank you for your service.

- Joe Pato, Select Board Chair

please use [REDACTED] for town correspondence
(When writing or responding please understand that the Secretary of State has determined that emails are a public record and, therefore, may not be kept confidential.)

From: Susan McClements [REDACTED]
Sent: Monday, January 8, 2024 1:03 PM
To: Joe Pato [REDACTED]
Subject: Re: FW: Trustees of Public Trusts

USE CAUTION: This email came from outside the Town of Lexington. **Do not** click links, open attachments or respond to the email **unless** you recognize the sender, you are expecting the communication and you know the content is safe.

Hi Joe,

I wanted to let you know that after over a decade of service on the Trustees of Public Trusts, I unexpectedly need to offer my resignation as a Trustee of Public Trusts effective as of the date of my successor trustee's appointment. It has been an honor to serve the Town of Lexington.

Warm regards,
Susan

On Mon, Jan 8, 2024 at 11:29 AM Joe Pato [REDACTED] wrote:

From: Fields, Alan [REDACTED]
Sent: Tuesday, November 14, 2023 9:01 PM
To: Joe Pato [REDACTED]
Cc: Susan Knapp Mcclements [REDACTED]; David Williams
[REDACTED]
Subject: Trustees of Public Trusts

USE CAUTION: This email came from outside the Town of Lexington. **Do not** click links, open attachments or respond to the email **unless** you recognize the sender, you are expecting the communication and you know the content is safe.

Dear Joe

After decades of service as Chairman of the Trustees of the Lexington Public Trusts I believe the time has come for me to offer my resignation from this position effective the

date of the new member appointment . I plan to continue to serve as a member of the investment committee.

Respectfully submitted

Alan Fields

Sent via the Samsung Galaxy S21 FE 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

When writing or responding, please be aware that the Massachusetts Secretary of State has determined that most email is a public record and, therefore, may not be kept confidential.

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Select Board Committee Appointments

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.3

SUMMARY:

Category: Decision-Making

Appointments:

Trustees of Public Trusts

- The Select Board is being asked to appoint Alexander Payne to the Trustees of Public Trusts to fill the unexpired six-year term of Susan McClements with a term ending on September 30, 2029.
- The Select Board is being asked to appoint Lester Savage III to the Trustees of Public Trusts to fill the unexpired six-year term of Alan Fields with a term ending on September 30, 2028.

SUGGESTED MOTION:

To appoint Alexander Payne to the Trustees of Public Trusts to fill an unexpired six-year term ending on September 30, 2029.

To appoint Lester Savage III to the Trustees of Public Trusts to fill an unexpired six-year term ending on September 30, 2028.

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

	Description	Type
▣	2024 Trustees of Public Trusts Application - A. Payne	Backup Material
▣	2024 Trustees of Public Trusts Application - L. Savage III	Backup Material

Application Form

Profile

Attendance to a regularly scheduled meeting of the board or committee of interest is strongly encouraged when considering applying for membership. All committee meetings are open to the public and are posted at least 48 hours in advance of the meeting in our www.lexingtonma.gov/calendar.

If you are appointed to the board or committee for which you have applied, information from this application will be used to contact you regarding your appointment from the appointing authority as well as the Town Clerk's Office. Please do not offer information on this application you would prefer we not use.

Applications will be kept on file and considered as vacancies occur for up to one year unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager's Office at 781-698-4540.

Alexander

First Name

Middle Initial

Payne

Last Name

Nickname

Alex

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

Mr.

[REDACTED]

Email Address

Alternate Email Address (Optional)

4 Adams Street

Home Address

Suite or Apt

Lexington

City

MA

State

02420

Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

3.5 years

What Precinct do you live in?

Precinct 6

Mobile: [REDACTED]

Primary Phone

Alternate Phone

Alexander Payne

Morgan Stanley

Employer

Managing Director

Job Title

Work Address

2 International Place, Boston, MA 02110

Which Boards would you like to apply for?

Trustees of Public Trusts: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

-Fixed income portfolio manager responsible for several billion dollars in client assets who can help generate safe returns for the trusts -President and CEO of charitable organization who understands the motivations of donors and needs of recipients -Youth sports coach who is invested in the future of Lexington

[Alex_Payne_CV.pdf](#)

Upload a Resume

Why are you interested in serving on a board or commission?

I think Lexington is a special place and would like to contribute my time and expertise to keeping it that way. I have a unique combination of fixed income portfolio management and nonprofit experience that make this the perfect role for me.

How did you hear about the board or commission for which you are applying?

I first heard about the Trustees of Public Trusts from my Adams Street neighbors Alan Fields and Adrian Jackson. I attended several investment committee meetings at Alan's house and enjoyed my time.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Alexander Payne

[certificate_of_completion.pdf](#)

Conflict of Interest Law Training Certificate

Alexander C. Payne, CFA

4 Adams Street · Lexington, MA 02420 · [REDACTED]
[REDACTED]

PROFESSIONAL EXPERIENCE

Morgan Stanley Investment Management, Boston, MA 2015-Present

Managing Director

- Portfolio manager for three MBS funds: \$5+bn Short Duration Government Income (EILDY) in the Ultrashort Bond category, \$400+mm Government Opportunities (EIGOX) in the Short Government category and \$25mm Calvert Mortgage Access Fund (CMMIX) in the Intermediate Core Plus category
- Assets include agency and non-agency MBS, single family rental (SFR), mortgage servicing rights (MSR), small balance commercial (SBA), term financing facilities and various interest rate hedging instruments such as listed futures and OTC derivatives
- Developed and launched the Calvert Mortgage Access Fund, an ESG fund with a mission to expand homeownership to underserved groups via direct non-QM origination, custom agency pools and warehouse lending to CDFIs
- Oversee team of analysts responsible for daily risk, security selection and trading
- Work closely with sales force to win new business and maintain strong relationships with existing clients

Kingsguard Advisors, New York, NY 2012-2014

Analyst and Trader

- Founding member of startup hedge fund with senior Goldman Sachs mortgage traders
- Built Excel macro to scrape RMBS BWIC data and screen dozens of CUSIPs daily, running bonds at price talk and average CPR/CDR/severity to quickly identify targets
- Drilled down on target bonds using Intex, Yieldbook and Locus, with heavy focus on collateral and tail risks leveraging experience trading distressed whole loans

Goldman, Sachs & Co., New York, NY 2007-2012

Mortgage Trader

- Managed \$1bn+ portfolio consisting of performing and non-performing residential whole loans, small balance commercial and HELOCs
- Oversaw team of asset managers in Dallas office responsible for loan modification programs, short sale campaigns and other loss mitigation activities
- Coordinated agency CMO issuance by tying out structure modeled in Intex with GSEs, auditors and co-sponsors, and reviewing prospectus supplements with external counsel

Operations Analyst

- Supported Exotics Desk, ensuring that all bespoke derivatives were correctly modeled in risk system and client discrepancies resolved in a timely manner

Colliers Houston & Co., Teaneck, NJ 2006-2007

Sales Associate

- Sourced, managed and closed investment sale of distribution center to private equity firm
- Performed DCF analysis for industrial-to-residential redevelopment projects for top REITs and homebuilders

EDUCATION

Dartmouth College, *B.A. in Government, Concentration in International Relations* 2002-2006

- Coursework: Statistical Methods, Microeconomics, International Law
- Activities: Varsity football team, Theta Delta Chi fraternity

ACCREDITATIONS

- CFA Charterholder 2010-Present
- Series 7 and 63 2010-2014

INTERESTS

- Founder and CEO of Famous Friends, a 501(c)(3) charity that provides mortgage down payment gifts to teachers, nurses and other heroes in underserved communities
- Little League baseball coach and barbecue competition aficionado



Alexander Payne

has completed the

**State Ethics Commission Conflict of Interest Law
Training**

elearning course

DECEMBER 21, 2023

**CERTIFICATE NUMBER:
SEC-2562551714755**

Application Form

Profile

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Applications will be kept on file and considered as vacancies occur for up to one year unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager's Office at 781-698-4540.

Lester _____ E _____ Savage III _____
First Name Middle Initial Last Name

Nickname

Les

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

Email Address

Alternate Email Address (Optional)

9 Meriam Street _____ Suite 10 _____
Home Address Suite or Apt

Lexington _____ MA _____ 02420 _____
City State Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

lifetime

What Precinct do you live in?

Precinct 6

Mobile: _____ Home: _____
Primary Phone Alternate Phone

Work Address

9 Meriam Street Suite 10

Which Boards would you like to apply for?

Trustees of Public Trusts: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

I am a lifelong resident and have run a local business for over 40 years. Throughout the years I have been on a variety of boards and committees and have good knowledge of the community.

Upload a Resume

Why are you interested in serving on a board or commission?

I feel that being involved in your community is personally rewarding.

How did you hear about the board or commission for which you are applying?

David Williams and Susan McClements

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

?

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Town Manager Committee Appointment

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.4

SUMMARY:

Category: Decision-Making

The Town Manager is requesting that the Select Board approve the appointment of Shoolah Escott to the Board of Health. This appointment is to fill the seat vacated by Dr. Perlmutter. The Town Manager advertised the vacancy. Interviews of potential candidates were conducted by the Chair of the Board of Health, the Health Director and Town Manager and there was unanimous agreement that Shoolah Escott was the best qualified and would add a different background to the Board and would be helpful to their operations.

SUGGESTED MOTION:

To confirm the Town Manager's appointment of Shoolah Escott to the Board of Health for a term to expire April 2027.

Move to approve the consent.

FOLLOW-UP:

Town Manager's Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description

Type

Application

resume

Backup Material

Backup Material

Application Form

Profile

Attendance to a regularly scheduled meeting of the board or committee of interest is strongly encouraged when considering applying for membership. All committee meetings are open to the public and are posted at least 48 hours in advance of the meeting in our www.lexingtonma.gov/calendar.

If you are appointed to the board or committee for which you have applied, information from this application will be used to contact you regarding your appointment from the appointing authority as well as the Town Clerk's Office. Please do not offer information on this application you would prefer we not use.

Applications will be kept on file and considered as vacancies occur for up to one year unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager's Office at 781-698-4540.

SHOOLAH _____ Hope _____ Escott _____
First Name Middle Initial Last Name

Nickname

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

Ms.

_____ Email Address

Alternate Email Address (Optional)

_____ Home Address

_____ Suite or Apt

Lexington _____ MA _____ 02421 _____
City State Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

38 years

What Precinct do you live in?

Precinct 4

Mobile: _____ Home: _____
Primary Phone Alternate Phone

Self
Employer

Biosafety and Biosecurity Trainer
for Clinical and Public Health
Laboratorians
Job Title

Work Address

[REDACTED]

Which Boards would you like to apply for?

Board of Health: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

I am a semi-retired biosafety and biosecurity clinical and public health laboratory trainer. I have a BS in Medical Technology and a MS in Medical Laboratory Science with a specialty in clinical microbiology. During COVID I worked for Partners in Health as a COVID Contact Tracer. Which gave me the opportunity to learn about the state epidemiology system and how many town BOHs work. From 2016 to 2018, I was the Biosafety Manager for the MA State Laboratory as well as the Alternate Responsible Official for the Select Agent Program. I worked for the CDC in the Laboratory Training Branch from 2001 to 2016 designing and delivering training to laboratorians on many topics but specifically in biosafety, biosecurity and bioterrorism preparedness.

[shoolah_escott_resume_01-2023.docx](#)

Upload a Resume

Why are you interested in serving on a board or commission?

I have worked in public health for over 20 years and want to continue being involved at the community level. My background in training, clinical microbiology, public health and laboratory science was very helpful during COVID. I was able to help my friends and contact tracing co-workers understand what was happening. I now want to do the same thing for our Lexington community.

How did you hear about the board or commission for which you are applying?

I was away on vacation when the notice to apply for the Board of Health came out on the Link to Lexington. When I returned home I had an email from a friend letting me know about the opening. I haven't attended a BOH meeting so far but I plan on attending the one on 9/19.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

If yes, please list date of most recent Conflict of Interest Law Training.

Conflict of Interest Law Training Certificate

SHOOLAH ESCOTT

Lexington, MA · [REDACTED]

· www.linkedin.com/in/shoolah

Excellent organizational, communication, presentation and interpersonal skills including interacting professionally with culturally diverse audiences. Used critical thinking and sound judgment throughout career. Detail driven, can identify and correct problems. Demonstrates accuracy, thoroughness and orderliness in performing work assignments. Team player and thrives on helping and supporting team members.

KEY PROGRAMS

- *Turning on a Dime: Can Your Biosafety Plan Handle an Emerging Pathogen?* half-day workshop, 17th CDC International Symposium on Biosafety, August 2022 and Northeast Association for Clinical Microbiology and Infectious Disease, September 2022
- *What Constitutes an Effective Biosafety Plan*, June 2021 World Microbe Forum Symposium *There's an emerging pathogen headed our way, what's the biosafety plan?*
- *Safety First: Building Biosafety Skills*, full-day workshop at ASM Microbe 2019 National Conference
- *Principles of Laboratory Biosafety and Risk Assessment*, SCACM national audio-conference November 2018
- *Employing Competencies to Enhance Laboratory Biosafety*, Half-day workshop at 15th CDC International Symposium on Biosafety February 2018, one of four developers and presenters

EXPERIENCE

NOVEMBER 2020 – DECEMBER 2021

CONTACT TRACER, PARTNERS IN HEALTH (EIU K-12, WACHUSETT 40 TEAMS)

- Strong attention to details when entering and reviewing data in each record in the CRM.
- Employs attentive listening, patience and empathy when speaking with cases and contacts.
- Able to conduct thorough interviews without violating confidentiality.
- Enjoys working with and assisting the EIU team with exposures related to potential clusters.

SEPTEMBER 2018 – PRESENT

BIOSAFETY AND BIOSECURITY PREPAREDNESS TRAINER, INDEPENDENT

- Develops and presents national and international webinars and in-person workshops.
- Provides expert review services for national on-line training programs.

FEBRUARY 2016 – SEPTEMBER 2018

BIOSAFETY MANAGER, MA STATE PUBLIC HEALTH LABORATORY

Provided guidance, developed and delivered safety training to both internal and external laboratory staff.

NOVEMBER 2001 – JANUARY 2016

SR. HEALTH SCIENTIST, CENTERS FOR DISEASE CONTROL AND PREVENTION, LABORATORY TRAINING BRANCH

Designed, developed and delivered multi-tiered technical training programs (live webinars, pre-recorded webinars, in-person and online) for clinical and public health laboratories and health care organizations.

EDUCATION AND AWARDS

- **MASTER OF SCIENCE IN MEDICAL LABORATORY SCIENCE**, Northeastern University
- **BACHELOR OF SCIENCE IN MEDICAL TECHNOLOGY**, University of Connecticut
- **THOMAS E. MAXSON EDUCATION, TRAINING AND WORKFORCE DEVELOPMENT AWARD**, Association of Public Health Laboratories, June 2018
- **GROUP HONOR AWARD FOR SERVICE TO THE PUBLIC FOR AGENTS OF BIOTERRORISM LEVEL B LABORATORY TRAINING**, Centers for Disease Control and Prevention, June 2001

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Town Manager Committee Reappointment

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.5

SUMMARY:

Category: Decision-Making

The Town Manager is requesting that the Select Board approve his reappointment of Shaun Grady to the Commission on Disability. Mr. Grady's new term would be effective immediately and will expire October 2026. Ethics are up-to-date.

SUGGESTED MOTION:

To approve the Town Manager's reappointment of Shaun Grady to the Commission on Disability with a term set to expire October 2026.

Move to approve the consent.

FOLLOW-UP:

Town Manager's Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Reappointment Application	Backup Material

Application Form

Profile

Attendance to a regularly scheduled meeting of the board or committee of interest is strongly encouraged when considering applying for membership. All committee meetings are open to the public and are posted at least 48 hours in advance of the meeting in our www.lexingtonma.gov/calendar.

If you are appointed to the board or committee for which you have applied, information from this application will be used to contact you regarding your appointment from the appointing authority as well as the Town Clerk's Office. Please do not offer information on this application you would prefer we not use.

Applications will be kept on file and considered as vacancies occur for up to one year unless otherwise noted.

If you have any questions or need more information regarding the completion of the application, please contact either the Select Board Office at 781-698-4580 or the Town Manager's Office at 781-698-4540.

Shaun _____ L _____ Grady _____
First Name Middle Initial Last Name

Nickname

Shaun

Preferred Title (i.e. Mr., Ms., Mx., Dr., Rev)

Mr.

Email Address

Alternate Email Address (Optional)

Home Address

Suite or Apt

Lexington _____
City

MA _____
State

02420 _____
Postal Code

Length of Residence in Lexington (Note: ZBA requirement is a minimum of 8 years)

31

What Precinct do you live in?

Precinct 6

Primary Phone

Alternate Phone

N/A

Employer

N/A

Job Title

Work Address

N/A

Which Boards would you like to apply for?

Commission on Disability: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Special Training and/or Qualifications

As a member of Commission On Disability for several years I have taken the Ethics (Conflict of Interest) and Open Meeting laws trainings. I am earned my BS in mechanical engineering and my MS in Engineering Management both from Northeastern University. I have also been a Support Group facilitator at the Douglas House in Lexington and for the BIA-MA for over 10 years.

Upload a Resume

Why are you interested in serving on a board or commission?

member of Commission On Disability for several years

How did you hear about the board or commission for which you are applying?

member for several years, email from Cathy Severance regarding re-appointment. PLEASE NOTE my NEW email address listed in the optional alternate email address field and use this as my primary email address going forward. Thank you.

Have you recently attended any meetings of the board or committee for which you are applying?

Yes No

Have you confirmed your availability to attend the board or committee's meetings? (i.e. can attend at the time the committee regularly meets)

Yes No

Do you currently serve on another board or committee?

Yes No

Shaun L Grady

If yes, please list date of most recent Conflict of Interest Law Training.

10/27/2020 (Expired)

Conflict of Interest Law Training Certificate

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Select Board Meeting Minutes

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.6

SUMMARY:

Category: Decision-Making

The Select Board is being asked to approve the following set of minutes:

- January 22, 2024 Select Board
- January 25, 2024 FY2025 Financial Summit III
- February 5, 2024

SUGGESTED MOTION:

To approve and release the following minutes:

- January 22, 2024 Select Board
- January 25, 2024 FY2025 Financial Summit III
- February 5, 2024

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description

- 📄 DRAFT 01.22.2024 Select Board Minute
- 📄 DRAFT 01.25.2024 Financial Summit III
- 📄 DRAFT 02.05.2024 Select Board minutes

Type

- Backup Material
- Backup Material
- Backup Material

SELECT BOARD MEETING
January 22, 2024

A meeting of the Lexington Select Board was called to order at 6:30p.m. on Monday, January 22, 2024, via a hybrid meeting platform. Mr. Pato, Chair; Ms. Barry, Mr. Lucente, Mr. Sandeen, and Ms. Hai were present, as well as Mr. Malloy, Town Manager; Ms. Axtell, Deputy Town Manager and Ms. Katzenback, Executive Clerk.

The meeting was called to order at 6:30pm.

PUBLIC COMMENTS

Dawn McKenna, 9 Hancock Street, stated that she was privileged enough to attend the Chinese American Association of Lexington events last night. She thanked the Board and Town Manager for showing the community they cared by participating in the events.

SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Concerns and Liaison Reports

Mr. Lucente recognized Ms. Hai regarding her role as the president of the MMA this past year.

Ms. Hai explained that the Transportation Advisory Committee has been getting a number of concerns regarding the new 53/55 Watertown street development requesting Lexpress service. The point was made that the developer, at the time, declined to participate in Lexpress because they were going to provide their own transportation. Also, a grant application has been submitted for a tri-town pilot program that would link from the commuter station in Waltham to Burlington following along the B Route of Lexpress, which would give additional potential connectivity.

DOCUMENTS: Correspondence Secretary Report - January 22, 2024

TOWN MANAGER REPORT

1. Town Manager Weekly Update

Mr. Malloy recognized Staff for working through the White Book and other budget items. He noted that there was one open union contract in the Town which was settled as of last Friday.

DOCUMENTS: Weekly Update 1-12-24, Weekly Update 1-19-24

CONSENT AGENDA

1. Application: One-Day Liquor Licenses – Spectacle Management, Inc., 1605 Massachusetts Avenue

To approve seven One-Day Liquor Licenses for Spectacle Management, Inc. to serve beer and wine in the lobby outside of Battin Hall on the main level of Cary Memorial Building, 1605 Massachusetts Avenue, for the purpose of seven events as follows:

- Live from Laurel Canyon - Songs and Stories of American Folk Rock, Friday, February 9, 2024 6:30pm to 10:30pm
- Robert Cray, Saturday, February 24, 2024 6:30pm to 10:30pm
- The Capital Fools, Thursday, March 7, 2024 6:30pm to 10:30pm

- Red Hot Chili Pipers, Sunday, March 10, 2024 6:30pm to 10:30pm
- Sing and Swing Jazz, Thursday, March 21, 2024 6:30pm to 10:30pm
- The Wallflowers, Sunday, April 14, 2024 6:30pm to 10:30pm
- Tommy Emmanuel, Thursday, May 16, 2024 6:30pm to 10:30pm

DOCUMENTS: Spectacle Management Event Location Map

2. Application: One-Day Liquor License – Lexington Historical Society, 1 Bedford Street
 - Tavern Night

To approve a One-Day Liquor License for the Lexington Historical Society to serve beer and wine at Buckman Tavern, 1 Bedford Street, for the purpose of "Tavern Night" on Saturday, March 9, 2024 from 5:00pm to 7:00pm.

DOCUMENTS: Lexington Historical Society Event Location Map

3. Town Celebrations Committee Request – Approve Sending Sponsorship Letters for 2024 Patriots' Day Parade

To approve the request of the Town Celebrations Committee to send out Patriots' Day sponsorship letters, as proposed.

DOCUMENTS: 2024 Sponsor Request Letter, List for TCC mailing of Patriots' Day Sponsor request letter

4. Approve and Sign Eagle Scout Commendation Letter – Alex Kang Lau

To approve and sign a letter of commendation congratulating Alex Kang Lau of Boy Scout Troop 160 for attaining the highest rank of Eagle in Boy Scouting.

DOCUMENTS: 2024 Eagle Scout Letter - A. Kang Lau - Troop 160

5. Approve and Sign Water and Sewer Finals

To approve and sign the attached Water and Sewer Finals for December 2023.

DOCUMENTS: Water and Sewer Finals - December 2023

6. Applications: Battle Green Permits – William Diamond Junior Fife and Drum Corps, Battle Green, 0 Massachusetts Avenue

To approve the request of the William Diamond Junior Fife and Drum Corps to use the Battle Green on Friday, May 3, 2024 from approximately 6:30pm to 9:30pm for the annual Lexington Fife and Drum Tattoo as part of the Lexington Muster weekend, and to further approve the Parade Corps to march down Massachusetts Avenue towards the Battle Green for the annual Lexington Fife and Drum Tattoo starting at 6:45pm.

To approve the request of the William Diamond Junior Fife and Drum Corps to use the Battle Green on Saturday, May 4, 2024 from approximately 11:00am to 1:00pm for the purpose of lining up for the Lexington Muster Parade, and to further approve Corps Members parading down Massachusetts Avenue towards Hasting Park for the Lexington Muster starting at 12:00pm.

DOCUMENTS: Map of Parade Route for Lexington Muster Parade

7. Accept Select Board Committee Resignations

To accept the resignation of Maureen Rynn from the Lexington Housing Authority in the Tenant Board Member Seat effective on January 31, 2024.

To accept the resignation of Salvador Jaramillo from the Lexington Human Rights Committee effective immediately.

DOCUMENTS: Resignation Letter - M. Rynn, Resignation Letter - S. Jaramillo

8. Approve Town Manager Committee Appointment Conservation Commission - Thomas Whelan

To approve the Town Manager's appointment of Thomas Whelan to the Conservation Commission as a full member for a three-year term set to expire on March 31, 2027.

DOCUMENTS: Thomas Whelan

9. Approve Select Board Meeting Minutes January 8, 2024 Select Board

To approve and release the January 8, 2024 Select Board meeting minutes.

DOCUMENTS: DRAFT 01082024 Select Board Minutes

10. 2024 Common Victualler License Renewals

To approve the 2024 Annual Common Victualler License Renewals for the following businesses:

- Lexington Knights of Columbus Members Association Inc. - 177 Bedford Street Spirit of India - 321 Marrett Road

11. Application: One-Day Liquor License - T.P. Bronx LLC d/b/a Galaray House, 1720 Massachusetts Avenue, Unit 2 First Friday Reception

To approve a One-Day Liquor License for T.P. Bronx LLC d/b/a Galaray House to serve wine and champagne inside the Galaray House, 1720 Massachusetts Avenue, Unit 2, for the purpose of a First Friday Reception on Friday, February 2, 2024 from 6:00pm to 8:30pm.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the Consent Agenda.

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Public Hearing: Intent to Layout Tucker Avenue as a Public Way

Mr. Pato opened the public hearing at 6:40pm.

John Livsey, Town Engineer, presented to the Board regarding the Tucker Avenue limits and a timetable for the acceptance of a portion of Tucker Avenue. The Town has received a petition signed by all seven abutters to the unaccepted portion of Tucker Ave. The unaccepted portion of Tucker Ave is approximately 332' in length. Petitioners are requesting that the Town approve the road as an accepted

way at the upcoming Annual Town Meeting. The request is that this be completed through a betterment process, the estimated cost for which is \$30,000. The funding will allow the Town through the Engineering Division to perform improvements to bring the road fully up to Town standards. The petitioners have noted that #9 and #15 Tucker Avenue cannot be bettered for greater than \$3,000 and any additional charges will be divided by the other five abutters.

David Fairman, 5 Tucker Avenue, confirmed that all abutters are on board as laid out in the petition. He asked if the cap would be \$30,000 for the cost of the project. Mr. Livsey confirmed this.

Ms. Hai asked what might happen if there are unanticipated costs that arise during the project. Mr. Livsey stated that Staff is very comfortable that the \$30,000 will cover the cost of the project. Chance of any unknowns is very slim.

Mr. Pato closed the public hearing at 6:45pm.

DOCUMENTS: Memorandum, Timetable, Tucker Ave Unaccepted Limits

2. Discuss and Approve Potential Relocation of Bus Stop in Front of Conte's Bike Shop, 1684 Massachusetts Avenue to New Area in Lexington Center

Mr. Livsey explained that the Town has received concerns regarding the location of the bus stop near Conte's Bike Shop at 1684 Massachusetts Avenue. The Town's Engineering Department has worked with the Commission on Disability, MBTA, and others to identify the best new location and is recommending the bus stop be relocated in front of 1690 Massachusetts Avenue. The MBTA guidelines are clear that preference is for buses to be able to pull up to bus stops without pulling directly into a space.

Mr. Sandeen, liaison to the Commission on Disability and Bicycle Advisory Committee, stated that the Bicycle Advisory Committee took a straw poll and was in favor of moving to the proposed location. The Commission on Disability also unanimously supports this location but made a strong request that the Town consider a bus shelter at this location.

Ms. Barry asked about the funding source and cost for this project. Mr. Livsey explained that the funding source would be the Street Improvements budget, and the estimated cost would be in the five-figure range. This will not impact any other proposed work to be completed in the spring.

Ms. Hai asked about the pinch point for the left turn onto Grant from this proposal. Mr. Livsey explained that this was brought up during the process and there is not a safety concern. Typically, the bus stops for 10-15 seconds, and the bus spacing at the stop ranges between 30-60 minutes apart.

Jerry Michelson, Lexington Center Committee, stated that the Committee is unanimously in favor of this proposal.

Pam Lyons, 51 Grant Street, thanked the Center Committee, Commission on Disability, Tree Committee, and Bike Committee for putting in serious time and effort to this process. She also thanked the Engineering Department for this approach of moving in the same direction as Mass Transit.

Sharon Spaulding, 1666 Massachusetts Avenue, thanked Mr. Livsey, the Town, the Board, the businesses at 1666 Mass Avenue and the Center Committee for working together on this item.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve moving the bus stop location from 1684 Massachusetts Avenue to 1690 Massachusetts Avenue.

DOCUMENTS: Presentation on Bus Stop

3. Review and Approve Increase to Town Clerk's Fees

Mary de Alderete, Town Clerk, reviewed the proposed Town Clerk's Department fees that would target to increase as of July 1, 2024.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve/disapprove the increase in Town Clerk's fees as presented at the 1/22/24 Select Board meeting.

DOCUMENTS: BOS memo to increase fees, Proposed 2024 fee schedule

4. 2024 Annual Town Meeting

- Approve Letter from Town Moderator for Inclusion in 2024 Annual Town Meeting Warrant

The Select Board reviewed the Town Moderator's letter requesting hybrid participation for 2024 Annual Town Meeting and to include the letter in the 2024 Annual Town Meeting Warrant.

Dawn McKenna, Precinct 6 Town Meeting Member, stated that she would like members of the public present at Town Meeting to be able to speak on their own behalf, instead of having their comments read. Mr. Pato reminded the Board that the practice adopted at the previous hybrid Town Meeting was that those present in person could speak on their own behalf, but those not in-person do have to submit their comments in writing to be read.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the Town Moderator's letter requesting hybrid participation for 2024 Annual Town Meeting and to include such letter in the 2024 Annual Town Meeting Warrant.

- Approve Warrant

The Select Board reviewed the 2024 Annual Town Meeting Warrant.

David Pinsonneault reviewed the availability of electric leaf blowers. In bulk, these items would likely not be available immediately.

Ms. Hai explained that the Sustainable Lexington Committee voted unanimously not to support the delay and to support the original deadline. They also discussed whether there could be a way to create a mechanism to take into account the effect of somebody having made a good faith effort.

Mr. Sandeen stated he appreciated and had reviewed the 20+ pages of information provided in the Select Board packet and that there are now electric leaf blowers available that have a performance capability exceeding the performance of the most popular commercial backpack leaf blowers. The electric leaf blowers listed in the packet are all available from multiple sources today. He suggested that there is also a year of time before they will be needed. He supported Sustainable Lexington's position that the delay should not be placed on the warrant at this time.

Mr. Lucente stated that he spoke with several landscapers who have attempted to order equipment and found frustration and difficulty. This also goes for the batteries that are needed to sustain the equipment for the entire day. Their goal is to stay in business for the entire day which ultimately benefits their

customers, who are Lexington residents. Mr. Lucente stated that, as a minimum this should be left on the warrant, in order to let the Town's citizens decide.

Mr. Pato stated that he appreciated reading recommendations for adjusting the way leaf collection is done, with approaches that require less force in the leaf blowers to be effective. He is disinclined to extend the deadline but is willing to have Town Meeting make that decision.

Ms. Barry asked if the updated information has been shared with the landscaping community. Mr. Malloy stated that he did not believe so. Ms. Barry noted an issue with asking this community to change the way it does business without helping it along the way. However, she stated that she was inclined to leave it on the warrant and let Town Meeting decide.

Ms. Hai agreed that the Town-wide referendum showed that much of the Town has a vested interest in this item. She agreed with leaving it on the warrant to allow Town Meeting to decide.

Mr. Sandeen stated that he believes, because of the Town-wide referendum, there would need to be extraordinary reasons to bring this back to Town Meeting, as the will of the people has been expressed at a Town-wide level and that will not be the same as at a Town Meeting. Mr. Pato stated that he believes allowing this to be voted on at Town Meeting does not in any way nullify the desire of the community in having voted to uphold the action of Town Meeting.

VOTE: Upon a motion duly made and seconded, the Select Board voted 4-1 [Mr. Sandeen against] to approve the 2024 Annual Town Meeting Warrant ("with gas leaf blower prohibition delay") and authorize staff to make non-substantive edits as necessary or as recommended by Town Counsel.

Ms. Axtell noted that Article 44 will be Indefinitely Postponed (IP'd) by the proponent.

- Presentation - ATM 2024 Article 10: Appropriate for the FY2025 Community Preservation Committee Operating Budget and CPA Projects

Mr. Lucente asked for more information regarding Article 10E - Park Improvements – Hard Court Surfaces – Valley Rd. Ms. Battite explained that the resurfacing of these courts took place in 2021. The courts were last fully reconstructed in 2009/2010. Typically, a resurfacing would last longer, but in this case, it did not. There is a one-year warranty for resurfacing, but the timeline is correct for reconstruction.

- Presentation - ATM 2024 Article 34: Amend General Bylaws - Tree Bylaw - Tree Protection Plan

Ms. Barry asked about enforcement as far as mitigation or tree replacements when trees fail. Nancy Sofen, Tree Committee Member, explained that this is required of the property owner and a common item in many bylaws. This is difficult to enforce but hopefully gives some notice to owners.

Ms. Barry expressed concern regarding the wording that if any work is being performed contrary to any applicable tree protection plan or any provision of this chapter, such work shall be immediately stopped by the Building Inspector. Mr. Pinsonneault agreed that Town Counsel may be suggesting amending this language in include the Tree Warden instead.

Ms. Barry asked what impact this Article would have on Staff. Mr. Malloy explained that this is part of the discussion regarding adding an additional Staff person in the Assistant Superintendent's role. This otherwise will not add an undue burden on Staff.

- Presentation - ATM 2024 Article 35: Amend General Bylaws - Tree Bylaw - Require Mitigation Planting in Certain Instances

Ms. Barry asked if there is any requirement for size of tree that gets planted. Mr. Pinsonneault explained that the requirement, as it stands in the bylaw, is a 3” tree to be used for replanting, and that would remain the same. This is directing that more of those trees be planted on the property.

Ms. Barry asked about the monetary credit mentioned in this Article. It was explained that the monetary credit was meant to evoke the same credit for mitigation tree planting anywhere else on the property. The owner has to pay a certain amount into the Tree Fund and, as trees are planted, the owner gets credit towards that mitigation payment. This is not a credit above and beyond what is already required to be paid.

- Presentation - ATM 2024 Article 36: Amend General Bylaws - Tree Bylaw - Exemptions

In response to a question from Ms. Barry, Ms. Sofen explained that the definition of hazard within this section comes from The International Society of Arborists. Ms. Barry suggested this information be included.

- Presentation - ATM 2024 Article 37: Importance of Trees Resolution (Citizen Petition)

Ms. Barry asked about the goals and metrics discussed in this Article. Mr. Wyman stated that one of these items is the creation of an Urban Forest Master Plan sometime in the next couple of years. It is hoped that the departments can then set metrics to achieve the goals of the plan. The already approved Climate Action Plan also includes some general goals. Ms. Barry asked if this Article would require any additional burden on Staff. Mr. Malloy stated that he does not believe so.

Mr. Lucente asked if there is a cost associated with creating a Master Plan and to then implement it. Mr. Pinsonneault stated that the Master Plan will likely cost approximately \$50,000-\$70,000 to create. Grant funding is being sought through the State for this item. Implementation costs will depend on what is within the plan. The Plan would be used as a tool for future budget planning.

- Select Board Article Presenters, Discussion and Positions

The Board agreed that it would discuss this at a future meeting.

DOCUMENTS: Art 10 CPA presentation, Art 34 with Draft motion, Art 34 Tree protection slides, Art 35 with draft motion, Art 35 mitigation planting slides, Article 36 and draft motion, Art 36 Amend generalbylaw-trees-exemption slides, Art 37 motion importance of trees, Art 37 Importance of trees resolution slides, Moderator Request Letter, 2024ATM Warrant with Noise section B, 2024ATM Warrant without Noise section B

5. Discuss FY2025 Town Manager's Preliminary Budget & Financial Planning

Mr. Malloy stated that the proposed budget is balanced and there is just under \$290M in the General Fund. He reviewed all of the unexpended balances and trends over the past couple of years, in order to make a number of suggested budget cuts. This amount, combined with using some ARPA funds for mostly one-time expenditures, a bit more than half of what was requested by the PIR should be able to be funded.

Ms. Kosnoff explained that Staff is projecting \$289.6M worth of revenue and an equal amount of expenses for FY25. Compared to FY24, this is a total increase of \$10.5M dollars or 3.78%. Compared to the last summit in November, the total revenue projection is just slightly higher at approximately \$347,000 more. Staff made a few increases in available funds. Overall, both the school and municipal expense budgets are proposed to go up by 4.3%. The municipal budget does reflect a lot of contract settlements, particularly for the Fire Department. FY25 is also a heavy year for elections, leading to an increase in the Town Clerk's budget. The revenue allocation did not originally leave the municipal side any room for Program Improvement Requests. Through a rigorous exercise, \$441,000 of PIRS were able to be funded in the general fund, including four positions. There is also a request that \$651,000 of general fund request come from ARPA. A few PIRs are also proposed to be funded out of the Water and Sewer Enterprise. This budget also proposes \$49M of capital projects, with the largest one being \$10M worth of design funds for the Lexington High School project. Staff also recommends \$4M be set aside from the Tax Levy into the Capital Stabilization Fund and \$2M recommended to go into the OPEB Fund. \$1M is also currently set aside for Free Cash and \$850,000 set aside into the Reserve Fund for emergency purposes. Health Insurance was originally projected at 8%, but guidance was received from the GIC that the Town should plan on 9.6%.

Mr. Lucente expressed concern with expanding the food waste collection program in terms of adding more customers and filling the gaps in the program.

Mr. Sandeen stated that he is comfortable supporting the ARPA funding for composting, knowing that it will likely be moved into the FY26 budget. There will likely also be a reduction in trash hauling fees, due to the amount of composting.

Mr. Sandeen asked about the upcoming bond interest rates. Ms. Kosnoff stated that there are currently around 3%.

In response to a question from Mr. Sandeen, Ms. Kosnoff explained that, for FY25, a 15% match is proposed for CPA funds.

Ms. McKenna expressed concern regarding the use of ARPA funds for expanding a program that is not directly related to economic development. She noted that she received several calls from residents very concerned that the Visitor Center is closed during the month of January. She stated that the Town would be far better served this year, rather than expanding a program that does not support the entire community, in developing an economic opportunity to have funding for the Visitor Center, so it can help increase the revenues for other programs. Mr. Malloy noted that the majority of earmarked ARPA funds by far have been to economic stimulus and resiliency.

Ms. Hai asked about the proposed decrease in the Human Services budget, due to an expectation of a grant amount. She asked how this will be worked around if the grant is not received or after the grant runs out. Ms. Kosnoff noted that the Town did receive an FY25 operating grant to support the Lexpress operations for \$200,000. Thus, \$200,000 of the Lexpress budget was diverted out of the general fund. If the grant were not to materialize again in future years, this amount would need to be made up for that in the general fund. The Lexpress contract is up at the end of FY25. Within the next six to nine months, the Town needs to go out for a new contract with Lexpress and determine what the program will look like.

The Board agreed to discuss this item further at the Summit on Thursday.

DOCUMENTS: FY2025 White Book - Program Summary, FY2025 Program Improvement Summary, FY2025 Preliminary Budget & Financing Plan (White Book)

6. Review and Approve Location of Lex250 Monument at Belfry Hill, Clarke Street

The Board reviewed the proposed location of the monument at the Belfry site. Ms. Barry explained that there are two potential locations identified as (1) and (2) that were included in the Call for Artists, based on discussions with the Lex250 Project Advisors and DPW. The final site will be one of these two sites, depending on the artist's design. Mr. Malloy recommended approving both sites as a potential site for the monument.

Ms. McKenna stated that she believes this should be placed to the right of the Lafayette Memorial, in order not to compete with the Minuteman Statue and possibly help define the park area.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve sites (1) and (2) as shown on the proposed plan.

DOCUMENTS: Monument Location Plan

ADJOURN

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to adjourn the meeting at 8:42 p.m.

A true record; Attest:
Kristan Patenaude
Recording Secretary

SELECT BOARD MEETING
FINANCIAL SUMMIT III
January 25, 2024

The Budget Summit III meeting was called to order by Select Board Chair Joe Pato at 7:00 p.m. on Wednesday, January 25, 2024 via hybrid meeting services.

Present for the Select Board (SB): Mr. Pato, Chair; Ms. Barry, Vice Chair; Ms. Hai; Mr. Lucente; and Mr. Sandeen as well as Mr. Malloy, Town Manager; Ms. Axtell, Deputy Town Manager; Ms. Katzenback, Executive Clerk

Present for the School Committee (SC): Ms. Sawhney, Vice Chair; Ms. Jay; Ms. Lenihan; Mr. Freeman (7:12pm arrival); Dr. Hackett, Superintendent of Schools; and Mr. Coelho, Assistant Superintendent for Finance and Operations.

Present for the Appropriation Committee (AC): Mr. Parker, Chair; Mr. Padaki; Mr. Ahuja; Mr. Bartenstein; Mr. Levine; Mr. Michelson; Mr. Osborne; Ms. Yan.

Present for the Capital Expenditures Committee (CEC): Mr. Lamb, Chair; Mr. Kanter, Vice Chair and Clerk; Ms. Rhodes; Ms. Beebee; Mr. Boudett.

Also present: Ms. Kosnoff, Assistant Town Manager for Finance; Ms. Impink, Town Budget Officer

Public comments were not taken during the meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION

1. FY2025 Financial Summit III
 - FY2025 Preliminary Budget and Financing Plan

Ms. Kosnoff explained that, at Summit II, there was \$289M of revenue projected. After reviewing the shared expenses and other set asides, there is a new revenue projection of \$6.774M, which gave just over \$5M to the school department and \$1.7M to the municipal departments. The total revenues have increased just a bit, at \$289,642,000, leading to a total new revenue allocation of \$7.8M. This puts both departments in a much better position than at the last summit. At Summit II, both the municipal and school departments were looking at an increase of 3.7% over last year's fiscal 24 budget; this is now projected at a 4.3% increase. The calculations led to a net approximately \$348,000 of new revenue.

Ms. Kosnoff explained that part of the Town's trash and recycling contract covers trash and recycling for the schools and for the municipal buildings. Therefore, it was agreed that this could be a shared expense. The total amount of the trash and recycling contract that is attributable to the school and municipal buildings has been added as a shared expense.

Regarding the municipal side, after reviewing the revenue allocation, there was not originally a lot of money to be allocated to fund any program improvements. However, Staff took another look at the budget and made requests to shave amounts from different areas. Overall, the municipal departments cut out a total of \$723,000 and the Facility department cut out \$256,000. This allows for funding of some key Program Improvement Requests (PIRs). Overall, there was a total of \$1.9M of PIRs across all municipal departments, with \$1.6M requested from the general fund. Of the total general fund request, \$441,000 has been approved to come from new revenues from the general fund. Most of that will be in the municipal department. There are \$580,000 of projects that are not being funded.

- Capital Expenditures Committee - Preliminary Report: FY2025 Proposed Capital Projects

Regarding the overall financing plan, Ms. Kosnoff explained that, in total, there is a request for \$49M in capital projects for fiscal 25. \$16M of that is proposed to be funded with cash capital funding, with another \$12M requested from other funding sources, including the Water and Sewer Enterprise and other small funding sources. The Community Preservation Act has an \$8.4M capital plan for fiscal 25. There is also a general fund debt of \$20M, with \$10M of that for the design funds for Lexington High School.

Ms. Kosnoff explained that just over a week ago, Staff issued a formal RFP for leased space within Lexington which could potentially house the School Administration, instead of using 173 Bedford Street. The two main items that are needed for 173 Bedford Street are to replace the HVAC system and to add an elevator. The \$6M price tag reflects converting the building to an all-electric HVAC system, which is much more expensive than getting a new HVAC unit and leaving all the existing ductwork. If the existing system was left in place, the price tag comes down to approximately \$4.5M.

Mr. Bartenstein (AC) asked if any arrangement has yet been made for the use of the basement of the Muzzey condominiums that used to house the Senior Center, or if it is possibly suitable for School Administration facility. Mr. Malloy explained that there are deed restrictions that the space needs to be used for seniors. There are also code violations in the building that need to be cured.

Ms. Kosnoff explained that, regarding debt financing for the Kary Memorial Library project, this project is actually split funded. It is going to be partially funded from CPA funds, partially funded from the general fund via a bond issue, and a component to be picked up by the Library Trust. The total price tag for the project is \$5.5M. The Library Trust is committing \$1.5M of funds, with \$4M of Town funds needed that will be paid from CPA and the general fund.

Regarding Lincoln Park, there is a \$1.8M request from CPA funds to replace the turf and systems. There is also \$160,000 request to replace fitness stations on the fitness path. Some funds have been requested from the Trustees of the Public Trust. Lastly, there is a \$30,000 request for a feasibility study on installing a solar canopy over the parking lot at those fields.

Ms. Kosnoff explained that the Affordable Housing Trust, which was established at the last Town Meeting has requested \$3.2M of CPA funds to fund future property purchases and/or affordable housing production. Regarding stormwater management, this now contains three programs combined into one for fiscal 25.

Regarding the Capital Stabilization Fund, Ms. Kosnoff explained that Staff does not anticipate taking any money out of this fund to mitigate debt service for fiscal 2025 or 2026.

Ms. Sawhney (SC) suggested putting a bit of funding into the Special Education Reserve Fund each year as a way to cushion from certain unexpected fluctuations.

Mr. Levine (AC) suggested a summit in early March to discuss whether to go forward with a renovation or leasing of 173 Bedford Street.

Mr. Lamb (CEC) discussed the CEC's viewpoint regarding the High School and 173 Bedford Street projects. He explained that the group has concerns regarding the large the number of large projects seeking Community Preservation Fund funding. The CPC put out a needs assessment which showed approximately \$48M of anticipated known requests in the coming years, with approximately \$40M of anticipated revenue.

- Review 2024 Annual Town Meeting Articles

Ms. Axtell explained that the warrant was voted on Monday by the Select Board. There are 54 articles in total, 24 finance and 22 general articles, which includes eight citizen petitions and eight zoning petitions. The Town Meeting webpage is live on the Town webpage at this time. There will likely be information sessions scheduled in early March.

DOCUMENTS: FY2025 White Book – Presentation, CEC Comments to the Third Summit Regarding FY2025 CIPs, FY2025 Preliminary Budget & Financing Plan (White Book), ATM 2024 warrant

ADJOURN

Upon a motion duly made and seconded, the Select Board voted 5-0 by roll call to adjourn the meeting at 8:47p.m. The Appropriation Committee, Capital Expenditures Committee, and School Committee followed suit.

A true record; Attest:
Kristan Patenaude
Recording Secretary

DRAFT

SELECT BOARD MEETING
February 5, 2024

A meeting of the Lexington Select Board was called to order at 6:30p.m. on Monday, February 5, 2024, via a hybrid meeting platform. Mr. Pato, Chair; Ms. Barry, Mr. Lucente, Mr. Sandeen, and Ms. Hai were present, as well as Mr. Malloy, Town Manager; Ms. Katzenback, Executive Clerk; and Ms. Axtell, Deputy Town Manager.

The meeting was called to order at 6:30pm.

PUBLIC COMMENTS

Ms. Sawhney recognized the tragedy that recently befell an Indian American member of Town and asked how they could best be supported. Mr. Malloy directed Ms. Sawhney to the Human Services Department.

SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS

1. Select Board Member Concerns and Liaison Reports

Ms. Hai stated that the Lexington Lyceum-sponsored Community Conversation Series, covering affordable housing, was held last Tuesday evening. Friday, the League of Women Voters, also had a session on getting to Net Zero. Tomorrow morning's MAGIC meeting will include discussion about region-wide projects.

Ms. Barry stated that she recently attended the quarterly Rev 250th meeting. On Tuesday night, there was a community meeting at the Community Center that was very well attended. The 250th Commission has been considering a permanent memorial at Belfry Park. The call to artists deadline was last week, and there were 36 applications, including international submissions as well. These have been narrowed down to five semifinalists who will now go through concept development. There will be a community meeting regarding this in early March.

Mr. Sandeen noted that many residents have been noticing that their electricity bills had changed from December to January. The Town's Community Choice supplier has changed, and some residents have mentioned that they were not shifted to the new Community Choice supplier. Mr. Sandeen suggested that residents should double check their electricity bills to ensure that they are still enrolled in the Town's Community Choice program which has a lower rate than the utility's basic service rate.

Mr. Pato gave a brief report on the School Building Committee progress. The Town is currently in the feasibility stage, which has architects working on whether or not it will be a replacement, renovation, or an in-place code-compliant set of changes. Every household in Town will be receiving a postcard in the mail in the next few weeks with information about public events, as well as the reference to the website for the project. The third community forum will occur on March 6th in the Cary Memorial Building. The expectation is to have a Town Meeting appropriation and town-wide debt exclusion vote for funding the project in the fall/winter of 2025.

TOWN MANAGER REPORT

1. Town Manager Weekly Update

Mr. Malloy stated that Kate DeAngelis, Recreation Department, was named one of the 30 Under 30 in the country by the National Recreation and Park Association. Also, David Pinsonneault, DPW Director, was

awarded the Gill Founder's Award from the Sports Field Management Association based on his lifelong achievements. Mr. Malloy also noted that the Town is getting a kickstart grant to look at a network geothermal project. He also suggested that the Board consider a committee or task force to examine historic preservation and sustainability/energy efficiency items.

DOCUMENTS: Weekly Update 1-26-24, Weekly Update 2-2-24

CONSENT AGENDA

1. Approve Select Board Committee Appointment
 - Greenways Corridor Committee Non-Voting Member - Susan Kenyon

To appoint Susan Kenyon to the Greenways Corridor Committee as a non-voting member for a three-year term ending on September 30, 2026.

DOCUMENTS: 2024 Greenways Corridor Committee Non-Voting Member Application - S. Kenyon

2. Sign Warrant for Presidential Primary

To sign the warrant for the Presidential Primary to be held on Tuesday, March 5, 2024.

DOCUMENTS: Warrant for March 5, 2024 Presidential Primary

3. Approve Select Board Meeting Minutes - January 17, 2024 Select Board

To approve and release the January 17, 2024 Select Board meeting minutes.

DOCUMENTS: DRAFT 01172024 Select Board minutes

4. Application: One-Day Liquor License – Lexington Community Media Center, Inc. d/b/a LexMedia, Lexington Depot Building, 13 Depot Square

To approve a One-Day Liquor License for Lexington Community Media Center, Inc. d/b/a LexMedia to serve beer and wine at the Lexington Depot Building, 13 Depot Square, for the purpose of their Annual Meeting on Thursday, February 15, 2024 from 6:00pm to 10:00pm.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the Consent Agenda.

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Application: Common Victualler License - Mothership Alewife LLC d/b/a Revival Café + Kitchen, 1729 Massachusetts Avenue

Mr. Pato explained that the Select Board is being asked to approve a request for a Common Victualler License for Mothership Alewife LLC d/b/a Revival Café + Kitchen, 1729 Massachusetts Avenue, for the hours of 7:00am-7:00pm Sunday through Saturday for seating in a new, café-style eating establishment. The applicant has worked with the Department of Public Health, Building Department and Zoning Department for their respective required permits and inspections.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve a Common Victualler License for Mothership Alewife LLC d/b/a Revival Café + Kitchen, 1729 Massachusetts Avenue, for the hours of 7:00am to 7:00pm Sunday through Saturday.

DOCUMENTS: Revival Café + Kitchen Site Plan with Seating

2. Approve Expenditure of Funds for Gift of Cash Received by Fire Department

Mr. Pato explained that a local family has generously offered to donate \$10,000 to the Fire Department for early detection of cancer. The plan for the use of the funds is to apply \$500 (through reimbursement) for each of the most senior 20 firefighters to offset a portion of the cost of a Galleri Test (the cost of the test is \$649, with each firefighter contributing \$149). Under MGL Ch. 44, §53A, the individual department head is authorized to accept the gift but can only expend funds from the gift upon approval by the Select Board regarding the purpose of the gift.

The Board thanked the donor for the generous donation.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the use of the gift funds donated anonymously to the Fire Department for the purpose of screening for early detection of cancer as proposed.

DOCUMENTS: MGL44,Sec.53A

3. Vote to Lay Out Tucker Avenue as a Public Way

Mr. Pato explained that the Board previously was presented the plan to accept the remainder of Tucker Avenue as a public way and this will be on the 2024 Annual Town Meeting warrant.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to layout Tucker Avenue as a public way and recommend acceptance be scheduled for the 2024 Annual Town Meeting.

DOCUMENTS: Tucker Way Layout

4. Review American Rescue Plan Act (ARPA) Requests for Fourth Quarter of 2023

Mr. Malloy reviewed the proposed ARPA requests for the 4th quarter of 2023 for the Board's consideration. Additionally, there are several previous approvals that have been completed, expended, or are no longer necessary, which will be closed out as follows:

43212	Lex Retailer's Association Events	\$1,097
43222	Participatory Budgeting	\$85,000
43211	Develop Proposal for AHT	\$20,000
43217	SPRD Consultant	\$765
43229	Fire Pumper Overage	\$76
	Total:	\$106,938

The total reflected above does not require any action of the Board. With these items being closed out, the revised ARPA balance is \$593,526 if the Board approves all of the current requests.

Mr. Lucente stated that the Board's initial intent with the ARPA money was for it to be used for COVID relief/economic stimulus. These requests seem to be pushing in a different direction. He expressed concern regarding the amount of funding that will be needed for the 250th event. This is likely to be the largest economic stimulus opportunity in the last 50 years for Lexington.

Mr. Pato stated that, as the Board is approaching the end of the opportunity period for ARPA funds, it seems to be relaxing its guidance a bit on how to spend the money. While most of these requests are still tangentially connected to the original goals, they are items that may have been more difficult to allocate the ARPA funds toward a year and a half ago. While he echoed the concerns raised about the 250th event, he also noted that there will still be approximately \$593,000 of ARPA funding available, if the Board approves the current requests.

Mr. Sandeen stated that he would like to prioritize the ARPA funds for economic stimulus. The Board has been clear that it should not use ARPA funds for normal operating budget expenses, which many of these current requests seem to be, though all of them are great projects.

Mr. Pato agreed that many of these items are PIRs that did not make it into the budget. If the Board would like to see these items occur within a certain timeframe, ARPA funding may be needed.

Ms. Barry asked about the meeting room technology funding available. Mr. Malloy stated that he believes there is enough funding available.

Ms. Hai stated that she believes there are other items for ARPA funding that would better implement the stated goals.

Mr. Sandeen expressed concern regarding the \$120,000 requested for a Police and Fire staffing needs study. He suggested an RFP process to determine the scope of what is needed for this item or completing this item internally. Ms. Hai suggested spending the funds on a one-year Management Analyst role in order to complete this and similar items. Mr. Malloy explained that this is a complex study, and the Center for Public Safety Management is an analyst with the needed experience.

Tom Shipley, 18 Phinney Road, suggested that the Police and Fire staffing needs study RFP contain information regarding how social workers can be integrated into public safety. It would also be nice for the study to contain a long-range study of how crime and public safety statistics have changed over the decades in Lexington. Finally, he would like the RFP to include a couple of open community meetings, one to gather input and a to present a draft report and get feedback from the public.

Dawn McKenna, 9 Hancock Street, noted that the question this evening is not whether these projects are worthy. The question is whether using ARPA funds is most appropriate for them. Some of this funding should go to the Visitor Center. The Board has not invested in this internal business that has opportunities for long term economic development. The Visitor Center has staffing and inventory needs in order to prepare for moving forward.

Valerie Overton, 25 Emerson Gardens, stated that she would like the Board to consider what the evolving needs for different kinds of public health safety staff might look like in the future. She stated that she hopes the RFP would include consideration of racial equity and other forms of equity and inclusion considerations in terms of the kind of mixes of staffing required moving forward.

Mr. Lucente stated that he is unclear if the Visitor Center has been given the support it needs. Some of the other items requested this evening could be delayed until more information is available.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the following requests to be funded by ARPA:

Funding Request	Amount
Electric Vehicle Fire Nozzle	\$6,547
Fire Hose	\$51,216
Radios	\$69,354
Hartwell Ave Compost Site Water Main Extension	\$75,000
Health/Safety Equipment for Aquatics and Summer Staff	\$18,320
Code Blue Tower/Call Box	\$23,000
Expanded Food Waste Program	\$396,000
Vehicle	\$50,000
ADA Town Building Self Evaluation and Transition Plan	\$75,000

DOCUMENTS: ARPA Worksheet 2-5-24

5. FY2025 Fee Schedule for Recreation & Community Programs

Melissa Battite, Director of Recreation & Community Programs, reviewed the programs and services, and the fees associated with them. She explained that this year there are requested increases in the following core service areas: aquatics and golf, tennis and pickleball, camps and clinics, adult programs and leagues, youth leagues, the Community Center, and outdoor recreation facilities. All of the increases have a total yield of approximately \$64,000 in anticipated additional revenue.

VOTE: Upon a motion duly made and seconded, the Select Board voted 5-0 to approve the 2024 Recreation Fees as presented.

DOCUMENTS: 2024 Fee Memo

6. 2024 Annual Town Meeting

- Presentation - ATM 2024 Article 24: Appropriate Funding for Semiquincentennial Commission

Mr. Malloy explained that Staff met and considered a budget for the 250th celebration based on the \$500,000 of ARPA funds, and the proposed \$500,000 of funding from this Annual Town Meeting. The group identified \$449,936 of items to be funded with the ARPA funding and \$563,092 to be funded with Annual Town Meeting funding. These are not set items, but instead this was considered as a budgeting process. Ms. Barry explained that public safety is driving most of the budgeting for the event. The Semiquincentennial Commission will need to sharpen its pencils and consider fundraising for the event.

Ms. Hai asked about funding from the State. Ms. Barry explained that approximately \$39,000 of a \$50,000 earmark from the State was used. Of an additional \$200,000 earmark, only \$100,000 was able to be used for the celebration. The State approved two different tranches of \$1M to go towards the 250th celebration which is currently with the Massachusetts Office of Travel and Tourism. This will likely not trickle down to the cities and towns that are typically involved in this event along the Battle Road from

Boston to Concord. It will also not go to the regional Convention and Visitor Bureaus (CVBs), which would distribute it to towns in their communities.

- Presentation - ATM 2024 Article 33: Authorize the Select Board to Seek Affordable Housing

Elaine Tung, Chair of the Affordable Housing Trust, updated the Board on Article 33.

Daniela Lang, 2 Opi Circle, expressed concern with the size of what has been proposed. At a recent neighborhood meeting, it was shared that the proposal included up to 51 two- and three-bedroom units, which is very large for this area. This would impact the nearby school district, traffic system, and existing ecosystem. She would like to see a wider spread affordable housing development versus a larger scale single development to ensure that all those who live in affordable housing will truly feel welcomed, included, and immersed across the entire Lexington community.

Barbara Katzenberg, 37 Moon Hill Road, stated that she is excited about this project. It is in line with the comprehensive plan to provide a range of housing options. This land is well suited for this project. She asked the Board to consider building a sidewalk between this intersection and the nearby shopping center and protecting nearby wetlands.

Pamela Lyons, 51 Grant Street, urged the Board to not adopt the Affordable Housing Trust's suggestion, and instead actively pursue affordable housing on the Depot Square parking lot. This proposal would build housing where there are existing mass transit options.

Jay Luker, 26 Rindge Avenue, stated that he believes affordable housing should be pursued both through the proposed project from the Affordable Housing Trust and in the Center. The proposed piece of land does not have good transit access, but this could change in the future. There is a large group of stakeholders in this project, those who do not yet currently live in Town, that would be in support of this project.

Yugi Koga, 550 Lowell Street, expressed concern regarding traffic in the area of the proposed location. He also expressed concern regarding exhaust fumes due to idling vehicles. Building affordable-only housing alongside the Burlington and Woburn lines means that he closest shopping, playgrounds, and other town facilities will not be in Lexington. He noted that he lives 15 seconds away from the proposed project area and was never contacted regarding the proposal.

Wendy Manz, 3 Captain Parker Arms, speaking on behalf of the Housing Partnership Board, expressed the group's strong support of Warrant Article 33. Approval of this Article will allow for the issuance of an RFP to private affordable housing developers to submit proposals for the creation of units of affordable housing on this site. Such proposals must take into consideration the available developable land, the terrain and vegetation, the provision of Town services, and planning for any increase in traffic and use of public transportation.

Nico Gallinelli, 1 Opi Circle, stated that he has lived at his current address for his entire life. He has never been able to ride his bike or walk to the two nearby schools. Building in this neighborhood will not allow new residents to feel a part of the Lexington community. They will go to Burlington or Woburn, as he always has instead. He urged the Board to find a better location for this project.

- Select Board Article Presenters, Discussion and Positions

Ms. Axtell explained that there will be two information nights, on March 12, 2024 and March 14, 2024. March 12, 2024 will be in-person at the Lexington High School science hall and March 14, 2024 will be virtual.

The Select Board discussed its presenters for 2024 Annual Town Meeting.

DOCUMENTS: Article 33 affordable housing motion, Article 33 affordable housing slides, Article 24 semiquincentennial motion, Working Document - Select Board Positions 2024ATM

7. Preliminary Review of Goal Setting Meeting Report

Mr. Pato explained that during the fall of 2023, the Board engaged Jon Wortmann to interview Staff and Town Committees to gather input for the upcoming two-year goal setting. The Board met on October 11, 2023, to review these aspirations and identified the Board's top priorities. Each goal was assigned to one member of the Board with a second member volunteering on some to assist as needed. During November and December, Board members worked with Mr. Wortmann to identify measurable actions against those goals. The Board reviewed the collected goal set and proposed actions. Final review and adoption is expected at the Board's meeting on February 12th.

DOCUMENTS: Draft-FY2024-25 Select Board Goals

Ms. Barry recused herself from the Executive Session and exited the meeting at 9:16pm.

EXECUTIVE SESSION

1. Exemption 3: Discuss Strategy with Respect to Collective Bargaining - Cary Memorial Library Staff Association (Local 4928, MLSA, AFT-Mass, AFL-CIO)

VOTE: Upon a motion duly made and seconded, the Select Board voted 4-0 at 9:17pm that the Board go into Executive Session under Exemption 3 to discuss strategy with respect to collective bargaining - Cary Memorial Library Staff Association (Local 4928, MLSA, AFT-Mass, AFL-CIO). Further, Mr. Pato declared that an open meeting discussion on this item may have a detrimental effect on the bargaining position of the Town.

ADJOURN

VOTE: Upon a motion duly made and seconded, the Select Board voted by roll call 4-0 from the Executive Session to adjourn both the Executive Session and Regular Meeting at 9:30 p.m.

A true record; Attest:
Kristan Patenaude
Recording Secretary

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Application: One-Day Liquor License - Armenian International Women's Association, Lexington Depot Building, 13 Depot Square

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.7

SUMMARY:

Category: Decision-Making

Armenian International Women's Association:

The Armenian International Women's Association is requesting a One-Day Liquor License to serve wine at the Lexington Depot Building, 13 Depot Square, for the purpose of a celebration for International Women's Day titled *All That Jazz: A Night for Celebrating and Giving* on Friday, March 8, 2024 from 7:00pm to 9:00pm. All drinks will be served and consumed inside of the Lexington Depot Building.

SUGGESTED MOTION:

To approve a One-Day Liquor License for the Armenian International Women's Association to serve wine at the Lexington Depot Building, 13 Depot Square, for the purpose of a celebration for International Women's Day titled *All That Jazz: A Night for Celebrating and Giving* on Friday, March 8, 2024 from 7:00pm to 9:00pm.

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

ATTACHMENTS:

Description	Type
📄 Armenian International Women's Association Event Location Map	Backup Material

music

sprach

100%

folk

folk

folk

folk

folk

folk

drinks.
win

Food

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Application: One-Day Liquor License - Galaray House, 1720 Massachusetts Avenue

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

C.8

SUMMARY:

Category: Decision-Making

Galaray House:

Galaray House, 1720 Massachusetts Avenue, is requesting a One-Day Liquor License to serve wine and beer for the purpose of their First Fridays Event, new exhibit showcasing art from local residents, being held on Friday, March 1, 2024 from 6:00pm to 8:30pm.

SUGGESTED MOTION:

To approve a One-Day Liquor License for the Galaray House, 1720 Massachusetts Avenue, to serve wine and beer from 6:00pm to 8:30pm on Friday, March 1, 2024 at their First Fridays Event showcasing art from local residents.

Move to approve the consent.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

All Alcohol Package Store Liquor License - Ved Wine & Spirits Inc. d/b/a Liberty Wine & Spirits, 335 Woburn Street

PRESENTER:

Joe Pato, Select Board Chair

ITEM NUMBER:

I.1

SUMMARY:

Category: Decision-Making

Attached is an application from VED Wine & Spirits INC d/b/a Liberty Wine & Spirits for an All-Alcohol Package Store to be located at 335 Woburn Street. All of the necessary documents have been provided by the applicant for this Liquor License application.

The application was submitted to the relevant Town staff for review, including Building, Zoning and Health Departments, and they have no objections to the Liquor License application in relationship to their departments.

It was noted that the applicant must obtain any required permits or licenses from those respective departments that may be needed prior to opening the package store. Attached is a copy of the Zoning Board of Appeals Special Permit allowing a package liquor store to be located on this property with the condition of an approved liquor license from the Select Board. This ZBA special permit was filed with the Town Clerk on 2/15/2024.

In accordance with MGL Chapter 138, the legal notice ran in the February 15, 2024 Lexington Minuteman and the applicant mailed the required notices to abutters.

Hours for a Package Store Liquor License would be the following hours within the Select Board Alcohol Regulation for Package Stores, unless amended by the Select Board:

- Monday thru Saturday: 8:00 a.m. to 11:00 p.m. and Sunday: 12:00 p.m. to 9:00 p.m.

SUGGESTED MOTION:

Move to *(approve / not approve)* the application from VED Wine & Spirits INC d/b/a Liberty Wine & Spirits for an All-Alcohol Package Store to be located at 335 Woburn Street for the hours of 8:00am to 10:00pm Monday thru Saturday and hours of 12:00pm to 9:00pm on Sunday and after the application has been approved by the ABCC, to issue the all alcoholic Package Store Liquor License to VED Wine & Spirits LLC d/b/a Liberty Wine & Spirits.

FOLLOW-UP:

Select Board Office

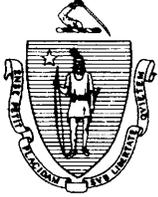
DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

6:40pm

ATTACHMENTS:

Description	Type
☐ Ved Wine & Spirits Inc Package Store Application	Backup Material
☐ ZBA Special Permit	Backup Material
☐ Select Board Regulations for Package Store Liquor Licenses	Backup Material



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="VED WINE & SPIRITS INC"/>	FEIN	<input type="text" value="93-4874142"/>
DBA	<input type="text" value="LIBERTY WINE & SPIRITS"/>	Manager of Record	<input type="text" value="MAHAVIR PATEL"/>
Street Address	<input type="text" value="335 WOBURN ST LEXINGTON MA 02420"/>		
Phone	<input type="text" value="3392933490"/>	Email	<input type="text" value="MAHAVIR.PATEL@KARMPROPERTIES.COM"/>
Alternative Phone	<input type="text"/>	Website	<input type="text"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

RETAIL UNIT WITH 5 STORAGE ROOMS, 1 OFFICE AND 3 WALK IN COOLERS. 1 ENTRANCE AND 1 REAR EXIT. 3543 SQUARE FOOT PREMISES.

Total Square Footage:	<input type="text" value="3543"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text"/>
Number of Floors	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="1"/>	Occupancy Number:	<input type="text"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="ARTHUR BROADHURST"/>	Phone:	<input type="text" value="978 327 5128"/>
Title:	<input type="text" value="ATTORNEY"/>	Email:	<input type="text" value="arthur@abstlaw.com"/>

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="12/15/2023"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="MAHAVIR PATEL"/>	<input type="text" value="42 STILLMAN RD"/>	<input type="text" value="REDACTED"/>	<input type="text" value="REDACTED"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="PRESIDENT, TREASURER, SECRETARY, DIRECTOR"/>	<input type="text" value="100"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
KURTS KORNER	ALL ALCOHOL	VIR LIQUORS INC	MIDDLEBORO
JAMIE'S PLAZA LIQUOR	ALL ALCOHOL	VIRKRUPA INC	MIDDLEBORO

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
MINIT MART	WINE AND MALT	MAP INC	HAVERHILL

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name ANR REALTY TRUST

Landlord Phone 781 640 8889

Landlord Email AKPATEL66@GMAIL.COM

Landlord Address PO BOX 453 LYNNFIELD MA 01940

Lease Beginning Date 1/01/2024

Rent per Month 9000.00

Lease Ending Date 12/31/2029

Rent per Year 108000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	0
D. Total Cost	0

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

NO COST IN ACQUIRING LICENSE.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
04/01/2016	08/2022	MANAGER	MAP INC	MAHAVIR PATEL
09/01/2016	PRESENT	MANAGER	AK CONVENIENCE INC	ARVIND PATEL
06/01/2023	PRESENT	MANAGER	HINA INC	ARVIND PATEL

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

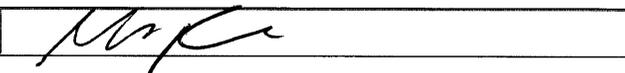
I, **MAHAVIR PATEL** the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of **VED WINE & SPIRITS INC**
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 12/15/2023

Title: PRESIDENT

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

“VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted.”

“VOTED: To appoint
Name of Liquor License Manager

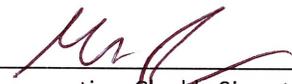
as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,

For Corporations ONLY

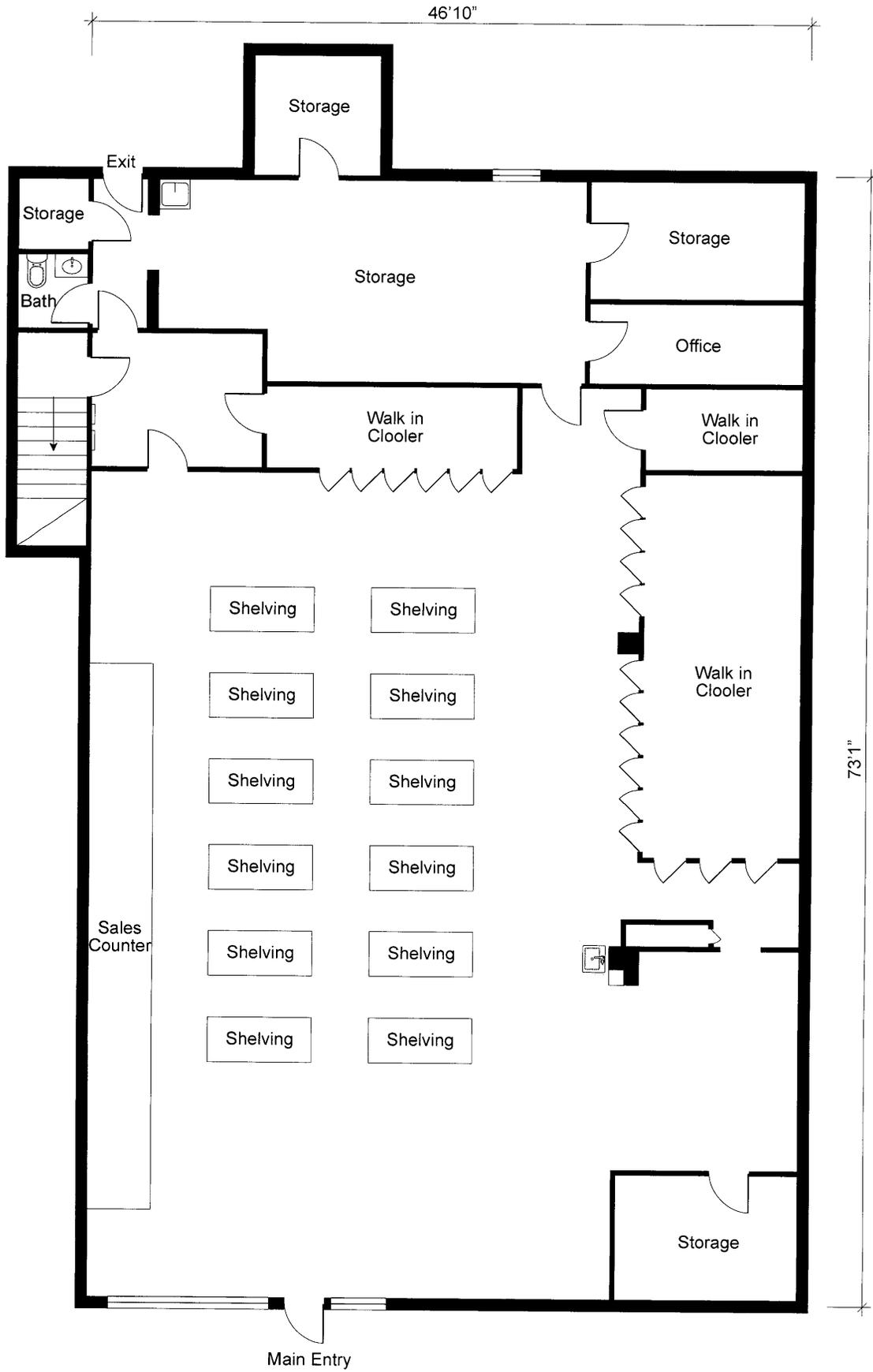
A true copy attest,


Corporate Officer /LLC Manager Signature


Corporation Clerk's Signature


(Print Name)


(Print Name)



COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (hereinafter "Lease") is made and between ANR Realty Trust P.O. Box 453, Lynnfield, Massachusetts 01940 (hereinafter "Landlord") and Ved Wine & Spirits Inc 335 Woburn St Lexington MA 02420 (hereinafter "Tenant") for the commercial premises located at 335 Woburn St Lexington MA 02420 consisting of approximately +/- 3,543 square feet (hereinafter "Premises").

1. Term: Landlord agrees to lease to Tenant the Premises for an original term of five (5) years, with the option to extend for a one additional five-year extension period under the same terms of the Lease with the exception of rental amounts as detailed in paragraph 2. Tenant shall provide Landlord with written notice of its intent to exercise its right to extend the lease 365 days prior to the expiration of the original term of the lease. Any late payments throughout the term will put tenant in default and would terminate the option to extend. The lease commencement date of January 1st, 2024.

2. Base Rent: Tenant agrees to pay Landlord as base rent for the Premises as follows:

Year 1- \$9000.00/month + NNN

Year 2-5 Annual increases based on CPI (Index- Boston-Brockton-Nashua, MA-NH-ME-CT)

Option Period - So long as Tenant is not in default of its Lease, The Base Rent during the renewal term shall be at the greater of, and subject to: (a) the then current market value based on comparable spaces, of comparable size, in comparable building styles, within the geographic location of 02301, or (b) the Tenant's then current annual Base Rent rate in the final lease year of its then current Term increased by 3.0 %. Each year during the option term, base rent shall increase 3.0 % annually.

Any late payments shall incur a late fee of \$250.00 plus 18% interest there on until paid in full. Tenant shall reimburse landlord for property tax and insurance on a monthly basis, however any increases in property tax/insurance for the Premises over the terms of the Lease shall result in a corresponding additional rent increase for the Tenant in an amount equal to cover said increase. Until further notice from Landlord rent payments shall be made to Landlord on the first of each month and mailed to ANR Realty Trust P.O. Box 453, Lynnfield, Massachusetts 01940.

3. Use: Tenant shall use the Premises for the operation of an off premises liquor store and no other use without prior written consent from landlord.

4. Utilities: Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment serving the Premises as of the commencement date of this lease. Tenant shall have the Premises separately metered or sub-metered and shall be responsible for the payment of 100% of the costs of utilities including but not limited to water, electric, gas, sewer and trash removal.

5. Landlord's Warranty:

(a) Landlord represents and warrants to Tenant that Landlord has the lawful right and authority to enter into this Lease for the entire term hereof. Tenant shall obtain all licenses, permits, and/or other authority required to operate his business described in Paragraph #3 above and Landlord agrees to cooperate and assist Tenant in obtaining same but shall have no obligation to incur any monetary obligation related to same; and

(b) Landlord covenants and agrees that Tenant, upon performance of the obligations under this Lease, shall peaceably and quietly have, hold and enjoy the Premises throughout the original term of this Lease.

6. Assigning and Subletting: Tenant may not assign or sublet the Premises or any part thereof without prior written consent of Landlord.

7. Repairs and Maintenance: Landlord shall not have any obligation to make any repairs, alterations or replacements to the Leased Premises or any part thereof except as hereinafter provided. Throughout the term of this Lease, Tenant covenants and agrees to maintain the premises and all additions and improvements made upon them in such repair, order and conditions the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty or taking by eminent domain. Without limiting the generality of the foregoing, Tenant shall be responsible, at its sole expense, to: provide regular maintenance, repair and replacement to the entire premises and all HVAC components and equipment, hot water heaters and other equipment serving the Premises, provide janitorial and cleaning services, hydro-jetting, regular drain cleaning, regular pest control, sand, repaint interior and exterior surfaces, landscaping and replace broken glass with glass of the same kind and quality, and provide its own security system, if desired, and rubbish removal. All contractors performing work on the premises shall obtain all required permits, whether Federal, State or Municipal, prior to commencing said repairs and maintenance, and shall be responsible for obtaining required inspections. Any major repair for the common areas will be billed separately to the tenant directly for reimbursement. Landlord shall be responsible for making repairs and maintenance to the roof and exterior and interior structural walls only and reimbursed by the tenant. The removal of snow/ice in the parking lot and sidewalks bordering upon the leased premises shall be the responsibility of the Tenant.

8. Damage or Destruction: If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Landlord, but only to the extent that Landlord has received insurance proceeds sufficient therefore and the base rent, additional rent and any other charges shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Tenant on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for delay on account of labor troubles or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to tenant or injury to the business Tenant resulting from delays in repairing such damage, except that Landlord agrees to use commercially reasonable efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Landlord shall not unreasonably interfere with Tenant's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a twelve (12) month period, either Landlord or Tenant may within thirty (30) days of the occurrence of such damage, terminate this Agreement upon fourteen (14) days' prior notice

in writing to the other. Notwithstanding anything to the contrary in this Agreement contained, if Landlord shall not have in fact completed repair of such damage within twelve (12) months from the occurrence of such fire or other casualty, Tenant may terminate this Agreement by written notice to Landlord and thereafter this Agreement shall be of no further force or effect. Upon the termination of this Agreement under the conditions herein provided for, Tenant's liability for rent accruing thereafter shall cease as of the day following the casualty. Landlord shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such damage or destruction.

9. Insurance: Tenant at its own cost and expense shall provide and maintain:

- (i) public liability insurance having a minimum per occurrence limit of Two Million (\$2,000,000.00) Dollars amount against all claims which may be brought for bodily injury, death or damage to property of third persons. Said policy(s) shall name Landlord as insured;
- (ii) workers' compensation insurance or insurance required by similar employee benefit acts; and
- (iii) Tenant shall continuously keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by the Tenant insured against loss or damage by fire and such perils included within ISOCP10-30 "Special Form" in amounts equal to the full replacement cost thereof.

10. Eminent Domain:

(a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand;

(b) In the event of a taking of a substantial part of the Premises or in the event of a taking so as to prevent or substantially prevent adequate access to Premises, either party may elect to terminate this Lease by giving notice of termination to the other on or before the date which is ninety (90) days after receipt by Tenant of notice that the taking or denial or diminishing of access or termination of the Tenant's Lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire and the base rent and any additional rent and all other charges paid for a period after such Taking shall be refunded to Tenant upon demand;

(c) If this Lease is not terminated as aforesaid then the award or payment for the Taking shall be paid to and used by the Landlord for restoration as hereinafter set forth and Landlord shall promptly commence and with due diligence continue to restore the Premises remaining after the taking shall be paid to and used by Landlord for restoration as hereinafter set forth Premises remaining after the taking to substantially the same condition and tenant ability as existed immediately preceding the taking. During the period of any restoration, the base rent, additional rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or construed to prevent either Landlord or Tenant from enforcing or prosecuting a claim for the value of its respective interest in any condemnation proceedings; and

(d) Tenant's right to recover damages in case of any taking, shall not be affected, prejudiced, restricted or limited whether or not this Agreement has been terminated because of such taking or is subject to termination. Nothing herein contained shall prohibit Tenant (in addition to the foregoing) from interposing and prosecuting in any condemnation proceedings, independent of any claim of Landlord, claims for which the Tenant may be entitled to recover.

11. Mortgages:

(a) This Lease shall be subject and subordinate in all respects to any mortgages which encumbers the Premises, from time to time, and each and every of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly, without cost or charge, any instruments or certificates that Landlord or any mortgagee may require; and

(b) Landlord shall make all payments required to be made under the provisions of any mortgage or underlying lease affecting the Premises; if Landlord is in default of any such mortgage or underlying lease, Tenant shall have the right, but not the obligation, to cure such default and to deduct the cost thereof from the base rent and any additional rent or other charges becoming due under this Lease or to require the payment of such cost from Landlord upon demand.

12. Tenant's Covenants: In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that Tenant during the said term and for such further time as it shall hold the Premises or any part thereof will pay all charges for heat, water, gas, electricity, sewerage, and all other utilities services used for the Premises; will save Landlord harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence or willful misconduct of Landlord, its agents, employees, servants or contractors; at the expiration of said term will remove its goods and effects and those of all persons claiming under it and will peaceably yield up to Landlord the Premises and all additions and improvements made upon them (except those which Tenant is permitted to remove hereunder) and leave them clean and in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted; will not commit any nuisance on the Premises; will not overload the Premises, will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force; will not do any act or thing upon the Premises which will make them uninsurable against fire, and if such premiums are increased, Tenants shall pay the amount of such increase; and will kept the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises; except only for the foundation and structural walls of the building on the Premises, repairs to which are to be made by Landlord, will make all repairs, alterations, and replacements so required will procure any authorizations or licenses required for Tenant's use or repair of the Premises, and Landlord or its agents may, during the term during normal business hours and with Tenant's prior approval which approval Tenant agrees not to unreasonably withhold or delay (or at any time in the event of an emergency), enter to view the Premises and make repairs or improvements, but Landlord will not be required to do so, except as otherwise expressly provided in this Lease; and Landlord may show Premises to others at mutually agreeable times during normal business hours, and at any time during normal business hours within one hundred eighty (180) days before the expiration of the

term, and may affix to any suitable part of the exterior of the Premises a notice of reasonable size for letting or selling the Premises and keep the same as affixed without molestation by Tenant.

13. Tenant's Default: If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid when due for a period of thirty (30) days, or if Tenant shall violate or be in material default in its observances or performance of any of its covenants herein contained, except default in the payment of base rent or additional rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within thirty (30) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for thirty (30) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after expiration of the aforesaid thirty (30) day period, if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other stipulation aforesaid continues and without further demand or notice enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel Tenant and those claim through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the base rent, additional rent, and other payments called of hereunder of the remainder of the original term or of any extensions thereof, and in addition thereto, will during the remainder of the original term of any extensions thereof pay to Landlord on the 1st day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro-rated amount of the damage previously paid to Landlord, Landlord hereby agreeing to use commercially reasonable efforts to minimize damages. Notwithstanding the provisions above in this Paragraph 13, in the event that Tenant fails to pay any rent or part thereof which remains unpaid for ten (10) days after it became due, then Tenant shall pay as additional rent a late charge in the amount of \$250.00 plus 18% interest there on until paid in full.

14. Signs: Tenant shall have the right to install, maintain and replace, at its own cost and expense, after the prior written approval of Landlord such signs on the Premises as it determines, which approval shall not be unreasonably withheld, provided the same shall be in compliance with all laws, orders, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. Tenant agrees not to use any advertising media that shall be deemed objectionable to Landlord such as loud speakers, phonographs or radio broadcast in a manner to be heard outside the boundary lines of the Premises. Tenant shall not install any exterior lighting or plumbing fixtures, shades or awnings or any exterior decorations or painting, or build any fences or make any changes to the exterior of the Premises without Landlord's consent.

15. Landlord's Interest:

(a) Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to, the benefit of all covenants of the Tenant hereunder.

Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring during Landlord's successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder;

(b) If all or any part of Landlord's interest in this Lease shall be held by a trust at any time or times, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder; the Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustee, as aforesaid, and not individually and shall be binding upon the trust estate. Nothing contained in the foregoing shall limit or restrict Tenant's rights to obtain injunctive relief against Landlord;

(c) Landlord shall have no authority to be a part of Tenant's negotiations with suppliers, negotiating of contracts or personal property leases, nor any other aspect of the operation of the fuel station and/or convenience store. Tenant shall have sole and absolute discretion and authority with regard to the contracts it enters into, including the negotiation of all terms of said contract; and

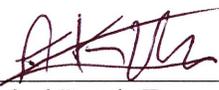
(d) Tenant agrees from time to time to look only to Landlord's interest in the Premises for satisfaction of any claim against Landlord hereunder and not to any other property or assets of Landlord.

16. Indemnification: Tenant shall indemnify and defend Landlord and save Landlord harmless from any and all claims of whatever nature for injury or damage to persons or property in or about the Premises or in any common area unless caused by the negligence or willful conduct of Landlord or its employees, agents or contractors.

17. Security Deposit: Tenant agrees to pay to Landlord, upon execution and delivery of this lease, the sum of five thousand (\$5,000.00) Dollars as a Security Deposit hereunder, and that Landlord shall hold the same throughout the term of this lease as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit or any part thereof, to Landlord's damages arising from any default on the part of Tenant. Should the entire security deposit, or any portion thereof, be applied by Landlord in accordance with the provisions hereof, Tenant shall forthwith upon demand pay to Landlord an amount sufficient to restore such security deposit to the original amount specified herein. Landlord shall have the same rights and remedies for the non-payment by Tenant of any amounts due on account of the security deposit as Landlord has hereunder for the failure of Tenant to pay Rent. Tenant not then being in default, Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this lease, to Tenant on the expiration or earlier termination of the term of this lease and performance by Tenant of all the obligations of Tenant to be performed hereunder, including, without limitation, the surrender of possession of the premises in compliance with the provisions hereof and the payment of all amounts to be paid by Tenant. However, if the determination of any amount to be paid by Tenant to Landlord, such as Tenant's pro rata share of real estate taxes, or

the like, is not made at the expiration or earlier termination of this lease, Landlord may retain such portion of the security deposit as Landlord believes in the exercise of Landlord's judgment is an appropriate reserve against such future liability of Tenant and return only the balance of such deposit pending the final determination and payment of all such amounts by Tenant to Landlord. While Landlord holds such deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this lease, the deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit and the return thereof in accordance herewith. The holder of a mortgage on property which includes the premises shall never be responsible to Tenant for the return or application of any such deposit, whether or not such holder succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such holder.

WITNESS the execution hereof under seal this 15th day of December, 2023



Arvind Patel, Trustee
ANR Realty Trust
Landlord



Mahavir Patel
Ved Wine & Spirits Inc
Tenant

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Minimum Filing Fee:
\$250.00

Identification Number:	001733793	(number will be assigned)
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ARTICLE I

The exact name of the corporation is:

VED WINE & SPIRITS INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Specify if you want a more limited purpose:

TO ENGAGE IN THE CONVENIENCE STORE/PACKAGE STORE BUSINESS AND THE SALE OF SUCH OTHER ITEMS AS ARE CONSIDERED INCIDENTAL TO THE CONDUCT OF THE BUSINESS; TO ENGAGE IN THE SALE OF BEER, WINE AND LIQUORS, TO BE SOLD AT RETAIL AND TO BE CONSUMED OFF THE PREMISES ONLY, IN CONJUNCTION WITH THE CONVENIENCE AND/OR A RETAIL BUSINESS; TO BUY, SELL, OWN AND LEASE REAL ESTATE IN CONNECTION WITH THE AFORESAID BUSINESS; AND IN ADDITION THERETO, TO DO ANYTHING WHICH BUSINESS CORPORATIONS MAY LEGALLY DO UNDER THE PROVISIONS OF CHAPTER 156D OF THE GENERAL LAWS.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
CNP	0	10,000	0	1,000

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the corporation must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock

of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY-LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BY-LAWS REQUIRES ACTION BY THE STOCKHOLDER.

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Agent name: MAHAVIR PATEL

Number and street: 111 MAIN STREET

Address 2:

City or town: WOBURN

State: MA

Zip code: 01801

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name	Address
PRESIDENT	MAHAVIR PATEL	335 WOBURN ST LEXINGTON, MA 02420 USA
TREASURER	MAHAVIR PATEL	335 WOBURN ST LEXINGTON, MA 02420 USA
SECRETARY	MAHAVIR PATEL	335 WOBURN ST LEXINGTON, MA 02420 USA
DIRECTOR	MAHAVIR PATEL	335 WOBURN ST LEXINGTON, MA 02420 USA

d. The fiscal year end (i.e., tax year) of the corporation:

December 31

e. A brief description of the type of business in which the corporation intends to engage:

PACKAGE STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

Number and street: 335 WOBURN STREET

Address 2:

City or town: LEXINGTON State: MA Zip code: 02420

Country: UNITED STATES

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

Number and street: 335 WOBURN STREET

Address 2:

City or town: LEXINGTON State: MA Zip code: 02420

Country: UNITED STATES

Which is:

- its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 15 Day of December, 2023 at 10:12 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

MAHAVIR PATEL

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

December 15, 2023 10:13 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Date of this notice: 12-15-2023

Employer Identification Number:
93-4874142

Form: SS-4

Number of this notice: CP 575 A

VED WINE & SPIRITS INC
42 STILLMAN RD
LYNNFIELD, MA 01940

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4874142. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

8:53 am, Feb 20, 2024



Town of Lexington

Board of Appeals

1625 Massachusetts Avenue

Lexington, Massachusetts 02420

TOWN CLERK
LEXINGTON MA
TC#273

February 20, 2024

Ms. Mary de Alderete
Town Clerk
1625 Massachusetts Ave
Lexington MA 02420

RE: 333 WOBURN ST

Frederick Gilgun

Dear Ms. de Alderete:

Attached please find the decision of the Board of Appeals made after a public hearing on December 14, 2023.

The Board of Appeals, voted 5-0 to approve the SPECIAL PERMIT to allow a package liquor store, with no consumption on the premises.

Very truly yours,

Olivia Lawler
Board of Appeals
Town of Lexington

Enc.

CC: Frederick Gilgun

8:53 am, Feb 20, 2024

TOWN CLERK
LEXINGTON MA



ZBA-23-44

This is an e-permit. To learn more, scan this barcode or visit lexingtonma.viewpointcloud.com/#/records/83730

Issued to: Frederick Gilgun

Location: 333 WOBURN ST , Lexington

Zoning Board of Appeals Approval

This is to notify you that SPECIAL PERMIT Hearing in accordance with Section(s) 135-9.4 and 135-3.4 Table 1 (Permitted Uses and Development Standards) line I.1.04 of the Code of the Town of Lexington (Zoning By-Law) to allow a package liquor store, with no consumption on the premises was **Approved** at a hearing held on December 14, 2023.

The decision was filed with the Town Clerk on February 20, 2024.

In accordance with M.G.L. c. 40A sec. 11, when twenty days have elapsed from the time of filing the decision in the Office of the Town Clerk, and no appeal has been filed with the Town Clerk, you are required to obtain a 21-day letter to record the CERTIFIED decision at the Registry of Deeds. The special permit and/or variance is not effective until the decision has been recorded at:

Registry of Deeds

Southern Middlesex District

208 Cambridge Street

Cambridge, MA 02141

Tel.: (617) 679-6300

Lapse of variance: Per Massachusetts General Laws, Chapter 40A, Section 10— If the rights authorized by a variance are not exercised within one (1) year of the date of grant of such variance, the rights of such variance shall lapse; provided, however, that the permit granting authority, in its discretion and upon written application by the grantee of such rights, may extend the time for exercise of such rights for a period not to exceed six (6) months; and provided, further, that the application for such extension is filed with such permit granting authority prior to the expiration of such one year period.

Lapse of special permit: Per the Town of Lexington Zoning Bylaw (Chapter 135 of the Code of the Town of Lexington) Section 135-9.4.6 Special Permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within twenty-four (24) months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in Massachusetts General Law CH 40A, section 17, from the grant thereof). The permit granting authority, in its discretion and upon written application by the grantee of such rights, may extend the time for exercise of such rights.

Appeal of Board of Appeals Decision: Any person aggrieved by a decision of the Board of Appeals may appeal to the land court department or the superior court department in which the land concerned is situated by bringing an action within twenty days after the decision has been filed in the office of the town clerk, pursuant to Massachusetts General Laws, Chapter 40A, Section 17.



Town of Lexington, MA

In order to facilitate this process please call the Town Clerk's office at (781) 698-4558 with your request for this document at least 48 hours in advance of the date you wish to obtain the letter.

TOWN OF LEXINGTON
DECISION OF THE BOARD OF APPEALSTOWN CLERK
LEXINGTON MA
TC#273

Subject Property: 333 Woburn Street (also referred to as 333-335 Woburn Street), Map 46, Lot 35
Applicant: Attorney Frederick Gilgun
Property Owner: Arvind Patel, Trustee of ANR Realty Trust
Hearing Date: December 14, 2023

Pursuant to notices in the *Lexington Minuteman*, a newspaper of general circulation in the Town of Lexington, published on November 30, 2023 and December 7, 2023, and notice sent by mail, postage prepaid, to all parties in interest pursuant to the provisions of Massachusetts General Laws Chapter 40A, and notice posted as required by said Chapter 40A, a public hearing was held via Zoom, an online meeting platform, on December 14, 2023, on the petition of Attorney Frederick Gilgun on behalf of ANR Realty Trust, for a SPECIAL PERMIT in accordance with 135-9.4 and 135-3.4 Table 1 (Permitted Uses and Development Standards) Line I.1.04 of the Code of the Town of Lexington (Zoning Bylaw) to allow use as a package liquor store with no consumption of beverages on the premises at 333 Woburn Street.

The petitioner submitted the following information with the application: Nature and Justification, Plot Plan, Floor Plans, and Photographs.

Acting on the petition was Chairman – Ralph D. Clifford; Martha C. Wood; James A. Osten; Norman P. Cohen; Nyles N. Barnert; and Alternate Member Kathryn Roy.

Staff Present: Sharon Coffey, Administrative Clerk and Julia Krakauer Moore, Zoning Administrator

Prior to the meeting, the petitions and supporting data were reviewed by the Building Commissioner, Conservation Administrator, Town Engineer, Board of Selectmen, the Planning Director, the Historic District Commission Clerk, Historical Commission, Economic Development, and the Zoning Administrator. Comments were received from the Zoning Administrator, Planning Department and Select Board Office

As shown on the plans submitted with or in information otherwise referenced in the application, the applicant proposes to open a package liquor store, with no consumption of beverages on the premises.

General Findings:

The Town of Lexington Zoning Board of Appeals (ZBA), having received the Board of Appeals Applications for Hearing, viewed the site, conducted a public hearing, and reviewed all the submitted evidence, finds that:

8:53 am, Feb 20, 2024

TOWN CLERK
2
LEXINGTON MA

1. The applicant, Frederick Gilgun, Esq., is the representative for ANR Realty Trust, owner of property located at 333 Woburn Street in the Town of Lexington and more particularly described in a deed recorded in the Middlesex South District Registry of Deeds Book 66387 Page 311. The property is also referred to as 333-335 Woburn Street.
2. The land is situated in a zoning district classified under the Lexington Zoning By-law as CRS (Retail Shopping).
3. Presently located at the site is a multi-tenant commercial building. The commercial building, also referred to as 333-335 Woburn Street, has two retail spaces. The space known as 333 Woburn Street is currently occupied by a photography store. The space to be occupied by the proposed liquor store, where there was former convenience store, is known as 335 Woburn Street.

The neighborhood the business is located in consists of a mix of commercial businesses in the CRS commercial zoning district. Three of the four corners of the intersection between Woburn Street and Lowell Street are in the CRS (Retail Shopping) zoning district. The fourth corner is a small green space owned by the Town of Lexington. One side of the lot in question abuts the RO (One-Family) zoning district, with a mix of single-family and nonconforming two-family residential properties.

4. The applicant applied to the Board for zoning relief under the applicable sections of CH 135 of the Code of the Town of Lexington, Zoning Bylaw (Bylaw), §§ 135-9.4 and 135-3.4 Table 1 Permitted Uses and Development Standards, Line I.1.04.
5. The Board finds that it can grant a special permit to allow a package liquor store use with no consumption of beverages on the premises because the adverse effects of the proposed use (subject to conditions) will not outweigh its beneficial impacts to the Town or the neighborhood, having considered the following information in support of the § 135-9.4.2 criteria. The board notes, however, that the applicant shall not begin operation of the site as a package liquor store unless and until it receives a liquor license from the Select Board following its own independent analysis. [Note: Criteria are in *Italic*, Findings are in plain text]:

Specific Findings

1. Specific factors set forth elsewhere in this Bylaw for the proposed use or activity:

The proposed use may be allowed if a special permit is granted. The special permit may be granted when it is determined that the adverse effects of the proposed use will not outweigh its beneficial impacts to the Town or the

neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site.

The site is located in a commercial zoning district surrounded by various commercial uses. The use has been designed in a manner compatible with the characteristics of the zoning district. Further analysis of similar, but not identical, criteria will also be conducted by the Select Board in its consideration of whether to issue a license for the operation of a package liquor store, permitting further consideration of this issue.

2. Social, economic, or community needs which are served by the proposal:

The proposed use will not negatively impair the social, economic, or community needs of Lexington. The proposed use is similar to that of other commercial uses in this district, including, for example, a cigar shop. The proposed use will benefit the Lexington economy and community, as it will be the only package liquor store in this area of the town. The proposal is designed to improve the aesthetics of the neighborhood and minimize the impact on the abutting properties. Significant updates are proposed to the exterior of the structure. The proposed sitework is minimal, including restriping of the parking areas and constructing a fence to screen the dumpster.

3. Traffic flow and safety, including parking and loading:

The proposed use will not adversely affect traffic flow and safety. The number of daily customer visits for the package liquor store is likely to be fewer than for the prior by-right use of this space as a convenience store, resulting in a favorable impact on traffic flow.

Traffic at the intersection of Woburn Street and Lowell Street is controlled by a traffic light. Chief Michael McLean, Lexington's Chief of Police, did not have any police concerns for a package liquor store at this location.

The lot contains a common parking lot, both adjacent to the street as well as the rear of the building. There is sufficient parking available along Woburn Street and in the parking lot at the rear of the building to accommodate both employee and customer parking. The parking along Woburn Street has been redesigned to provide a safe accessible parking space at the front of the building. All parking areas will be restriped to provide parking spaces that comply with the Zoning Bylaw Design Standards, § 135-5.1.13. The parcel will still provide more than the nine (9) required parking spaces, per the Table of Parking Requirements, § 135-5.1.4. Wood stockade fencing provides adequate screening from the driveway and parking lot for the two abutting residential lots. In addition, the applicant will be required, as a condition of the SPECIAL PERMIT, to develop a lighting plan to submit to the Board for approval.

4. Adequacy of utilities and other public services:

Adequate utilities exist to service the proposed use. There are no additional utilities installations required for the proposed use compared to the prior uses.

5. Neighborhood character and social structures:

The property is located in a commercial zoning district. The building was designed to accommodate various uses typically found in the CRS zoning district. Adjacent to the building are several other commercial establishments, such as retail shops, a hardware store, a dry cleaner, personal services establishments, banks, a pet groomer, a car retailer, a construction business, and several food establishments. The proposed use would generally have similar operating characteristics as the adjacent retail and food establishment businesses, including hours of operation, number of employees, and required on-site parking. Therefore, the proposed use is compatible with and compliments the surrounding commercial uses in the zoning district in which it would be located.

The character of the neighborhood would be positively improved by this proposal as the long-neglected property will undergo significant renovations. There is currently a liquor store on Bedford Street which is in a similar small commercial zoning district surrounded by a residential neighborhood that is operating without issue. As a result, the proposal would not be substantially more detrimental to the neighborhood.

6. Impacts on the natural environment:

The proposed use will not have an adverse effect on the natural environment. This is an existing commercial site. The proposal does not include increased impervious site coverage. The two existing dumpsters in the rear parking area will be removed and the proposed dumpster location will be fenced to provide the required screening. The amount of trash and litter on the site will decrease with the proposed use relative to a convenience store selling more products expected to be consumed immediately outside of the store. The special permit is subject to conditions that appear below. The intent of the conditions is to manage the impacts of the use on the surrounding environment. Also, the construction and renovation activity associated with the proposed use will not have a negative impact on the natural environment as it will largely consist of improvements to the existing buildings.

7. Potential fiscal impact, including impact on town services, tax base, and employment:

The proposed use will not have an adverse impact on the town tax base and will result in increased employment as the unit is currently vacant.

TC#273

DECISION:

The Board of appeals voted five (5) in favor, zero (0) opposed, and zero (0) in abstention to grant a SPECIAL PERMIT in accordance with the Zoning By-Law (Chapter 135 of the Code of Lexington) section(s) 135-9.4 and 135-3.4 Table 1 (Permitted Uses and Development Standards) line I.1.04 to allow a package liquor store, with no consumption on the premises on the following conditions:

1. Hours of operation of the location will be no longer than Monday- Saturday, 8am to 10pm and Sundays, 10am to 8pm unless further restricted by the Select Board.
2. A parking plan is to be developed to the reasonable satisfaction of the Building Commissioner.
3. Trash will be picked up and dumpsters maintained to the satisfaction of the Health Department.
4. A lighting plan will be developed to the reasonable satisfaction of the Building Commissioner.
5. The fence around the property will be repaired.
6. All noncompliant signs will be removed.
7. The front door will be ADA accessible.
8. The Special Permit shall not be construed in any way to entitle the applicant to operate a package liquor store unless a liquor license is also obtained from the select board.
9. The Use Special Permit is issued for a period of two (2) years and expires on December 14, 2025

It is the responsibility of the applicant to renew the special permit 8 weeks before date of expiration.

This Special Permit has been issued for 333 Woburn Street, also referred to as 333-335 Woburn Street.

WAIVER REQUEST

VOTE

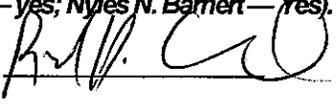
The Board of appeals voted five (5) in favor, zero (0) opposed, and zero (0) in abstention to grant a SPECIAL PERMIT in accordance with the Zoning By-Law (Chapter 135 of the Code of Lexington) section(s) 135-9.4 and 135-3.4 Table 1 (Permitted Uses and Development Standards) line I.1.04 to allow a package liquor store, with no consumption on the premises with conditions.

- Ralph D. Cliffordyes
- Norman P. Cohenyes
- Martha C. Wood.....yes
- James Osten.....yes
- Nyles N. Barnertyes

RECORD OF VOTE

On May 14, 2020, made the following motion and voted to allow the Board of Appeals Chair sign the Decision.

Ralph D. Clifford moved that the Board of Appeals vote to allow the Chair of the Board of Appeals to sign the decision for 333 Woburn Street The Board of Appeals voted in favor of the motion 5-0-0 (a roll call was taken: Nyles N. Barnert — yes; Ralph D. Clifford — yes; Jeanne K. Krieger — yes; David G. Williams — yes; Norman P. Cohen — yes; Nyles N. Barnert — Yes). MOTION PASSED

Signature of the Chair: 

Date: 1/22/24

BOARD OF SELECTMEN REGULATION

Alcoholic Beverage License Regulations Applicable to Package Stores

Date Approved by BOS:

Signature of Chair:

August 5, 2019

Douglas M. Lucente

I. PURPOSE

The Board of Selectmen is duly authorized by statute to issue and to regulate alcoholic beverage licenses. These regulations set the standards by which the Selectmen will review requests for package store licenses.

II. GENERAL REQUIREMENTS

1. The alcoholic beverage license must be prominently displayed and available for public viewing inside the premises.
2. All employees must be 18 years of age or older.
3. Package stores may not sell or deliver alcoholic beverages on Thanksgiving and Christmas.
4. Unless the Board of Selectmen elects to reduce such hours as a condition of a license, the hours for selling alcoholic beverages shall not exceed the following: Monday through Saturday: 8:00 a.m. to 11:00 p.m. or between 8:00 a.m. and 11:30 p.m. on the day immediately before a legal holiday. Sunday: 12:00 p.m. to 9:00 p.m.
5. No package store license shall be issued to any applicant who has been convicted of a felony.
6. Package store licenses shall be issued only to retail establishments that specialize in the sale of alcoholic beverages. Such licenses shall not be issued to grocery stores or convenience stores. For purposes of this regulation, retail establishments in which alcoholic beverages constitute 50% or more of their annual sales shall be considered eligible for a package store license. Upon request from the Board of Selectmen, applicants and/or license holders shall furnish proof of compliance with this regulation.

7. Automatic amusement devices in compliance with Massachusetts General Laws Chapter 140, § 177A may be kept in licensed premises, provided that each such device is properly licensed by the Town of Lexington as an automatic amusement device, and is installed on the premises so as to be kept in open view at all times while in operation, and shall at all times be available for inspection. No device designed or intended for gambling, gaming or betting for money or property shall be permitted in a licensed premise, nor shall any other automatic amusement device be permitted to be used for such purpose. The term “automatic amusement device” shall mean any mechanism whereby, upon the deposit therein of a coin or token, any apparatus is released or set in motion or put in a position where it may be set in motion for the purpose of playing any game involving, in whole or in part, the skill of the player, including but not limited to such devices commonly known as pinball machines and video or electronic games.
8. Licenses shall not be issued to establishments located within a residential neighborhood area.
9. Package store licensees must conspicuously post a list of prices for all alcoholic beverages being sold on the premises in each room where alcoholic beverages are displayed or sold.
10. No license shall be sold, transferred or surrendered without the prior approval of the Board of Selectmen.
11. Pursuant to state law, each applicant, whether an individual, partnership or corporation (including its affiliated entities), is eligible to receive no more than one package store license in Lexington.
12. All alcoholic beverage licenses are conditioned on the compliance with all applicable state and local laws, including but not limited to M.G.L. Chapters 138 and 140, the state building code, the ABCC Regulations and Lexington’s bylaws and regulations.
13. No corporation, organized under the laws of the Commonwealth or any other state or foreign country, shall be issued a license to sell in any manner any alcoholic beverages unless such corporation shall have first appointed, by vote of its Board of Directors or other similar board, as manager or other principal representative, a citizen of the United States who is 21 years of age or older, and shall have vested in him by properly authorized and executed written delegation full authority and control over all business relative to alcoholic beverages which takes place on the premise.
14. Such manager or representative shall be present in the licensed premises and shall be available to the licensing authorities at all times during which alcoholic beverages are being sold pursuant to the license of such corporation, unless some other person, similarly qualified, authorized and satisfactory to the licensing authorities, and whose authority to act in place of such manager or principal representative shall first have been certified to the licensing authorities as set forth in paragraph 13, is present in the premises and acting in the place of such manager or principal representative.

15. The licensee shall have a manager or an assistant manager in charge during open hours who is a responsible person of good moral character, satisfactory to the licensing authorities.
16. All managers listed on the license must provide the Board with proof of successful completion of an accredited alcoholic beverage server training program (such as Training for Intervention Procedures by Servers (TIPS)). All other employees must complete similar in-house training within 30 days of hire.
17. The manager or representative is responsible for the order and decorum kept in the premises and in the immediate surrounding exterior area and must cooperate with Town Officials. The property is subject to inspection by appropriate Town Officials.
18. If the licensed establishment is closed for more than 7 consecutive days or 10 days in a calendar year without prior approval, it shall be considered abandonment of the alcoholic beverage license and is cause for the suspension or revocation of the license.
19. All alcoholic beverage licenses shall be conditioned on strict compliance with these regulations, and any failure to comply may be cause for refusing to grant or renew a license or for suspending, canceling, or revoking a license already granted, at the discretion of the Board of Selectmen after consideration of all relevant circumstances.

III. THE APPLICATION

20. Alcoholic beverage licenses are issued for one year only, subject to annual review and renewal by the Board.
21. No action shall be taken by the Board of Selectmen on an application until the information requested on the application form is complete and all license fees are paid.
22. All applicants must submit to the Board of Selectmen with the application a floor plan of the building on which is clearly marked and designated the location of proposed sales area and storage area in which approval of the Board of Selectmen for the sale or storage of alcoholic beverages is requested. Sales and service of alcoholic beverages are prohibited in any areas or locations not expressly approved by the Board of Selectmen, and no change in such area or location may be made without prior approval of the Board of Selectmen.

23. Every application for an alcoholic beverage license made by a corporation shall state the full names and home addresses of the president, treasurer, clerk and secretary, directors and manager or other principal representative of the corporation. The application shall be signed by a corporate officer duly authorized by a vote of the corporation's board of directors or other similar board. A copy of such vote certified by the clerk or secretary of the corporation, together with a copy of the certificate of its organization, shall be submitted with the application. A copy of the vote appointing the corporation's manager or other principal representative shall also be submitted with the application.
24. All applications for licenses shall be made upon blanks furnished by the licensing authorities, shall be fully answered in detail and shall be typewritten or legibly written in ink. Applications written in pencil, in whole or in part, will not be accepted.
25. Statements and information provided in all applications shall be made under the pains and penalties of perjury and any false statement contained in any application shall be cause for refusing to grant or renew the alcoholic beverage license or for suspending, canceling or revoking an alcoholic beverage license already granted.
26. The annual license fee is due at the time of applying for or renewing an alcoholic beverage license. Annual fees are as follows:
 - (a) All Alcohol - \$2,000, and;
 - (b) Wine and Malt Only - \$2,000.
27. For a new license or change of license, a \$100 administrative fee is due at the time of application.
28. If an applicant is denied a license, a new application shall not be received for 12 months unless a Board of Selectmen member, who previously voted against the application, moves to allow resubmission and such motion prevails.

IV. BACKGROUND

V. REFERENCES

Adopted by the Board of Selectmen on November 8, 2004.
Amended by the Board of Selectmen on February 15, 2005.
Amended by the Board of Selectmen on May 14, 2007 (No. 6 – from 75% to 50%)
Amended by the Board of Selectmen on March 15, 2010.
Amended by the Board of Selectmen on August 5, 2019 (No. II.3 and II.4)
MGL Chapter 138
ABCC Licensing Guidelines

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Update on Town-Owned Building at 173 Bedford Street

PRESENTER:

Jim Malloy, Town Manager; Mike Cronin, Director of Public Facilities

ITEM NUMBER:

I.2

SUMMARY:

Category: Informing

Attached please find the bid results of the RFP. The Town received two bids, both from Greatland Realty Partners, one for 10 Maguire Road and the other for 24 Hartwell Avenue. The RFP was advertised in the Central Register for the State and sent to all of the leasing agents listed in Co-Star as representing vacant space in Lexington. A more detailed financial analysis is attached, the following is a summary comparing the estimated renovation costs vs. the lease costs for a 5-year lease and a 10-year lease (with both the \$4.2 million estimate of retaining the current HVAC system and a \$6.0 million estimate converting the HVAC system to electric):

Years		5-Year Debt	24 Hartwell	10 Maguire	Renovate vs. 24 Hartwell	Renovate vs. 10 Maguire
5	173 Bedford @ \$4.2M	\$ 4,816,000	\$ 5,049,832	\$ 4,700,000	\$ (233,832)	\$ 116,000
10	173 Bedford @ \$4.2M	\$ 4,816,000	\$ 8,251,654	\$ 9,500,000	\$ (3,435,654)	\$ (4,684,000)
5	173 Bedford @ \$6.0M	\$ 6,880,000	\$ 5,049,832	\$ 4,700,000	\$ 1,830,168	\$ 2,180,000
10	173 Bedford @ \$6.0M	\$ 6,880,000	\$ 8,251,654	\$ 9,500,000	\$ (1,371,654)	\$ (2,620,000)

The need for space is estimated to be necessary for the School Central Administration Office from FY26 through FY29; Library from FY30 through FY31 and the Town Office Building from FY32 through FY33.

Once the Select Board makes the determination on how the Board wishes to move forward, staff can modify the Town Meeting warrant accordingly. Options for the Board to consider are:

1. Renovate 173 Bedford Street with the existing HVAC system (no further action required for Town Meeting).
2. Renovate 173 Bedford Street with electric HVAC system (for Town Meeting, the motion would need to be modified to increase by \$1.8 million, from \$4.2M to \$6.0M).
3. Move forward with either lease term, which would not require a Town Meeting vote at this time as the plan to demolish the current Central Administration Office would take place in FY26. This item could be IP'd and the

lease appropriation would need to be funded at either the 2024 Fall Town Meeting or 2025 Annual Town Meeting.

It should also be noted that there are additional costs associated with the leases (i.e. management fees, operating expenses, etc.) that are not included in the cost estimate as we don't have exact figures on what those fees would be.

SUGGESTED MOTION:

This is for discussion purposes, although the Select Board will need to take a position on Town Meeting Warrant (Article 27) to either support the renovation or to IP the portion of the article.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

7:20pm

ATTACHMENTS:

Description	Type
☐ Financial Comparison Lease vs. Renovation	Cover Memo
☐ 24 Hartwell Non-Price Proposal	Cover Memo
☐ 24 Hartwell Price Proposal	Cover Memo
☐ 10 Maguire Non-Price Proposal	Cover Memo
☐ 10 Maguire Price Proposal	Cover Memo
☐ Form of Lease	Cover Memo

173 Bedford Reno (existing HVAC) 5 Year Debt
\$ 4,200,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	112,000	112,000	0
FY 2026	840,000	168,000	1,008,000	1
FY 2027	840,000	134,400	974,400	2
FY 2028	840,000	100,800	940,800	3
FY 2029	840,000	67,200	907,200	4
FY 2030	840,000	33,600	873,600	5
TOTAL	\$ 4,200,000	\$ 616,000	\$ 4,816,000	

173 Bedford Reno (Electric HVAC) 5 Year Debt
\$ 6,000,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	160,000	160,000	0
FY 2026	1,200,000	240,000	1,440,000	1
FY 2027	1,200,000	192,000	1,392,000	2
FY 2028	1,200,000	144,000	1,344,000	3
FY 2029	1,200,000	96,000	1,296,000	4
FY 2030	1,200,000	48,000	1,248,000	5
TOTAL	\$ 6,000,000	\$ 880,000	\$ 6,880,000	

5-Year Lease

24 HARTWELL AVE

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	79,263	951,159	
FY 2027	81,641	979,694	3.0%
FY 2028	84,090	1,009,085	3.0%
FY 2029	86,613	1,039,357	3.0%
FY 2030	89,211	1,070,538	3.0%
TOTAL	\$ 420,819	\$ 5,049,832	

5-Year Lease

10 MAGUIRE RD

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	75,000	900,000	
FY 2027	76,667	920,000	2.2%
FY 2028	78,333	940,000	2.2%
FY 2029	80,000	960,000	2.1%
FY 2030	81,667	980,000	2.1%
TOTAL	\$ 391,667	\$ 4,700,000	

173 Bedford Reno (existing HVAC) 10 Year Debt
\$ 4,200,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	112,000	112,000	0
FY 2026	420,000	168,000	588,000	1
FY 2027	420,000	151,200	571,200	2
FY 2028	420,000	134,400	554,400	3
FY 2029	420,000	117,600	537,600	4
FY 2030	420,000	100,800	520,800	5
FY 2031	420,000	84,000	504,000	6
FY 2032	420,000	67,200	487,200	7
FY 2033	420,000	50,400	470,400	8
FY 2034	420,000	33,600	453,600	9
FY 2035	420,000	16,800	436,800	10
TOTAL	\$ 4,200,000	\$ 1,036,000	\$ 5,236,000	

173 Bedford Reno (Electric HVAC) 10 Year Debt
\$ 6,000,000 Project Cost
 4% Interest Rate

HS Feasibility Study

	Principal	Interest	Total	Term (years)
FY 2025	-	160,000	160,000	0
FY 2026	600,000	240,000	840,000	1
FY 2027	600,000	216,000	816,000	2
FY 2028	600,000	192,000	792,000	3
FY 2029	600,000	168,000	768,000	4
FY 2030	600,000	144,000	744,000	5
FY 2031	600,000	120,000	720,000	6
FY 2032	600,000	96,000	696,000	7
FY 2033	600,000	72,000	672,000	8
FY 2034	600,000	48,000	648,000	9
FY 2035	600,000	24,000	624,000	10
TOTAL	\$ 6,000,000	\$ 1,480,000	\$ 7,480,000	

10-Year Lease

24 HARTWELL AVE

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	59,983	719,796	
FY 2027	61,782	741,390	3.0%
FY 2028	63,636	763,632	3.0%
FY 2029	65,545	786,540	3.0%
FY 2030	67,511	810,137	3.0%
FY 2031	69,537	834,441	3.0%
FY 2032	71,623	859,474	3.0%
FY 2033	73,772	885,258	3.0%
FY 2034	75,985	911,816	3.0%
FY 2035	78,264	939,171	3.0%
TOTAL	\$ 687,638	\$ 8,251,654	

10-Year Lease

10 MAGUIRE RD

	Monthly Lease Cost	Annual Lease Cost	
FY 2025	-	-	
FY 2026	71,667	860,000	
FY 2027	73,333	880,000	2.3%
FY 2028	75,000	900,000	2.3%
FY 2029	76,667	920,000	2.2%
FY 2030	78,333	940,000	2.2%
FY 2031	80,000	960,000	2.1%
FY 2032	81,667	980,000	2.1%
FY 2033	83,333	1,000,000	2.0%
FY 2034	85,000	1,020,000	2.0%
FY 2035	86,667	1,040,000	2.0%
TOTAL	\$ 791,667	\$ 9,500,000	

24 hartwell ave
Lexington, MA

**Non-Price Proposal
Presented to:**
The Town of Lexington

GREATLAND
REALTY PARTNERS

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- 6. Amenities**



Elizabeth Mancini
Purchasing Director
Town of Lexington
1625 Massachusetts Ave
Lexington, MA 02420

RE: Lease Proposal for the Town of Lexington, 24 Hartwell Avenue, Lexington, MA 02421

Dear Elizabeth:

On behalf of Greatland Realty Partners, LLC, we are pleased to provide in the following pages a detailed response to the Town of Lexington's recently issued Request for Proposal (RFP) to lease 20,000 square feet of office space and are excited to demonstrate how this strategic initiative aligns with Greatland Realty Partners, LLC's steadfast commitment to Lexington.

The proposal contained herein highlights how our proposed office solution at 24 Hartwell Avenue presents an opportunity for the Town of Lexington to enhance its operational efficiency, centralize key functions, and improve overall service delivery. The location offers proximity to essential amenities and transportation hubs, ensuring convenient access for both town employees and the community. Our response to the RFP emphasizes a commitment to cost-effectiveness with a keen focus on maximizing value for the town while adhering to budgetary constraints. Additionally, it considers the flexible spatial needs of the town, providing scalable options for future growth and adaptability.

The Town of Lexington can expect a seamless transition to the new office space with our team overseeing the logistics and coordination involved in the relocation process. We look forward to building the space from scratch to ensure a feeling of brand new space. Our proposed timeline ensures minimal disruption to Town operations during the move. We are excited for continued potential partnership and see 24 Hartwell Avenue aligning well with the strategic goals of the Town of Lexington, offering an optimal solution to balance functionality, cost, and sustainability. We look forward to the opportunity to contribute to the Town's continued success and serve as a valuable partner in achieving its long-term objectives. Please feel free to contact us with any questions.

Sincerely,

Kevin Sheehan and Phil Dorman
Greatland Realty Partners, LLC

RFP Compliance Matrix

RFP Section	Owner Response	Proposal Status
1	Acknowledged	Meets Requirements
2	Acknowledged	Meets Requirements
3	Acknowledged	Meets Requirements
4	Acknowledged	Meets Requirements
5	Acknowledged	N/A
6	Acknowledged	N/A
7	Acknowledged	Meets Requirements
8	Acknowledged	Meets Requirements
9	Acknowledged	N/A
10	Acknowledged	N/A
11	Acknowledged	N/A
12	Acknowledged	N/A
13	Acknowledged	N/A
14	Acknowledged	N/A
15	Acknowledged	N/A
16	Acknowledged	Meets Requirements
17	Acknowledged	Meets Requirements
18	Acknowledged	Meets Requirements
19	Acknowledged	Meets Requirements
20	Acknowledged	Meets Requirements
21	Acknowledged	Meets Requirements
22	Acknowledged	Meets Requirements
23	Acknowledged	Meets Requirements
24	Acknowledged	Meets Requirements
25	Acknowledged	Meets Requirements
26	Acknowledged	Meets Requirements
27	Acknowledged	Meets Requirements
28	Acknowledged	Meets Requirements
29	N/A	N/A
30	N/A	N/A
31	Acknowledged	Meets Requirements
32	Acknowledged	Meets Requirements
33	Acknowledged	Meets Requirements
34	Acknowledged	Meets Requirements
35	Acknowledged	Meets Requirements
36	Acknowledged	Meets Requirements
37	Acknowledged	Meets Requirements
38	Acknowledged	Meets Requirements
39	Acknowledged	Included in Non-Price Proposal
40	Acknowledged	N/A
41	Acknowledged	N/A
42	Acknowledged	N/A
43	Acknowledged	Meets Requirements of Highly Advantageous
44	Acknowledged	Meets Requirements of Highly Advantageous
45	Acknowledged	Meets Requirements of Highly Advantageous
46	Acknowledged	Meets Requirements of Highly Advantageous
47	Acknowledged	N/A
48	Acknowledged	N/A
49	Acknowledged	N/A
50	Acknowledged	N/A

Building:	24 Hartwell Avenue, Lexington, MA 02421. 24 Hartwell Ave was built in 1982. Since then, it has undergone several renovations and is now considered one of the premier office buildings located on Hartwell Ave. The Building has a café that provides breakfast and lunch as well as catering services, a fitness center with showers in the restrooms, and a shared conference room and loading dock.
Owner:	24 Hartwell Owner LLC, an affiliate of Greatland Realty Partners, LLC
Occupant:	The Town of Lexington
Premises:	The entirety of the 3rd floor of Building B consisting of 22,009 SF per the measurement standard in the RFP and outlined in the attached plan
Commencement Date:	Upon substantial completion of the Premises, anticipated to be July 1, 2025
Duration of Lease:	Five (5) or Ten (10) Years
Responsible Parties:	Kevin Sheehan & Phil Dorman –Greatland Realty Partners, LLC 1 Federal Street, 28 th Floor, Boston, MA 02110
Condition of the Premises:	<p>Owner shall construct the Premises and prepare it for occupancy by Occupant per the attached fit plan employing good workman-like construction and Building Standard materials. The Lease shall provide further details on the delineation between Owner’s work and that of the Occupant.</p> <p>Any specialized temperature control or cooling equipment required in the cold storage or temperature-controlled storage areas are not included in Owner’s proposal and will be at the sole cost of the Occupant. In addition, Owner’s proposal does not include any furniture, fixtures, A/V, tel/data, security, or other typical occupant costs required for occupancy of the Premises by Occupant.</p>
Lease Agreement:	Owner’s proposed form of lease has been included in the submission immediately following the Non-Price Proposal and meets the requirements of the RFP.
Improvement Allowance:	None, see Condition of the Premises.

- Fit Plan:** Owner’s architect prepared the attached plan in accordance with the program provided in the RFP. This is a custom plan, and Occupant may request revisions to the plan if desired.
- Electricity:** In addition to Base Rent, Occupant shall pay for the electricity consumption within the Premises which is estimated to be \$2.25 PSF annually.
- Cleaning:** Owner to provide nightly cleaning for all Building common areas and suites, which said costs shall be included in operating expenses.
- Water & Sewer:** The Building is served by Town of Lexington Water and Sewer the costs of which shall be included in operating expenses.
- Operating Expenses & Real Estate Taxes:** In addition to the Base Rent, Occupant shall be responsible for its proportional share of any increases to Operating Expenses and Real Estate Taxes above the base years. The Operating Expense Base Year shall be Calendar Year 2025 and the Real Estate Tax Base Year shall be Fiscal Year 2025.
- Data Wiring:** Occupant shall be responsible for all telephones and data wiring throughout its Premises.
- Sublease and Assignment:** Occupant shall be entitled to sublease or assign the Premises during the term with Owner’s consent, which shall not be unreasonably withheld, conditioned, or delayed. Further details are provided in the attached lease document.
- Signage:** At Owner’s expense, Owner will provide Occupant with Building Standard directory signage at both the front and rear entry of the Building. Owner shall also provide Building Standard suite entry signage for Occupant.
- Early Access:** Occupant shall have the right to access the Premises fourteen (14) days prior to the Commencement Date for the purpose of installing tele/data and furniture.
- Parking:** The Owner will provide at least 100 parking spaces on a first come first served basis. All spaces shall be non-reserved and free of charge. Parking areas are lit and well maintained.

Internet Connectivity:

Verizon Fios and Comcast

Security Deposit:

None

Access:

Occupant shall have access 24-hours per day, seven (7) days per week, and fifty-two (52) weeks per year.

ADA Compliance:

The Building is currently fully ADA compliant.

Brokerage:

Colliers is representing the Owner and shall be the only recognized broker in this transaction and will be paid by Owner under the terms of a separate agreement.

Qualifications:

The terms as outlined in this proposal are subject to (i) execution of a mutually acceptable lease and (ii) lender approval, and shall automatically expire on April 16th, 2024, at 5pm EST.

**24 HARTWELL AVENUE
LEXINGTON, MASSACHUSETTS**

LEASE AGREEMENT

BETWEEN

**24 HARTWELL OWNER LLC,
AS LANDLORD**

AND

**TOWN OF LEXINGTON,
AS TENANT**

LEASE AGREEMENT

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LEASE AGREEMENT

This Lease Agreement (this “Lease”) is made and entered into as of _____, 202_ (the “Effective Date”), by and between **24 HARTWELL OWNER LLC** (“Landlord”), and the **TOWN OF LEXINGTON** (“Tenant” or the “Town”).

1. **Basic Lease Information.** The proposal chosen by the Town for the transaction contemplated under this Lease is attached as an Addendum hereto (the “Selected Proposal”), the terms and provisions of which Selected Proposal are incorporated herein by this reference.

1.01 “Building” shall mean the building known as and numbered 24 Hartwell Avenue, Lexington, Massachusetts. The Building consists of a two (2) story building (“Building A”) and a three (3) story building (“Building B”) attached to Building A via an enclosed two (2) story connector. The “Floor Area of the Building” is 124,083 square feet.

“Property” means the Building and the parcel on which it is located, as more particularly described on Exhibit A-1 to this Lease.

“Park” shall mean, collectively to the extent owned or controlled by Landlord or its affiliates from time to time, the Property and the adjacent parcel of land known as 12-18 Hartwell Avenue, Lexington, Massachusetts, together with the buildings and other improvements thereon, to the extent the same is operated collectively, as the same may be expanded or reduced from time to time in Landlord’s discretion.

1.02 “Premises” shall mean the area shown on Exhibit A-2 to this Lease. The Premises are located on the third (3rd) floor of the Building B portion of the Building.

1.03 “Usable Area of the Premises”: 22,009 square feet.

As used in this lease, “usable area” means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the usable area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria or light wells and their respective enclosing walls and it does not include vestibules, elevator-machine rooms and other building equipment areas, janitorial, electrical and mechanical closets, loading platforms, restrooms and their respective enclosing walls, irrespective of whether a tenant occupies a portion of a floor, an entire floor or the entire Building.

1.04 “Estimated Term Commencement Date”: July 1, 2025.

1.05 “Term Commencement Date”: The Delivery Date (as defined in Section 3.02).

1.06 “Gross Rent Commencement Date”: The date that is **[INSERT FOR FIVE-YEAR LEASE:]**[three (3) months] **[OR:]** **[INSERT FOR TEN-YEAR LEASE:]**[six (6) months] after the Term Commencement Date.

1.07 “Term Expiration Date”: The last day of the ***[INSERT APPLICABLE TERM SELECTED BY TOWN:][sixtieth (60th)] [OR:] [one hundred twentieth (120th)]*** full calendar month following the Term Commencement Date.

1.08 “Gross Rent”:

[INSERT APPLICABLE RENT SCHEDULE FROM SELECTED PROPOSAL:]

As used above, the first “Lease Year” shall commence on the Term Commencement Date and end on the day immediately preceding the first anniversary of the Term Commencement Date (provided that if the Term Commencement Date does not occur on the first day of a calendar month, the first Lease Year shall further include the balance of the calendar month such first anniversary occurs), and each subsequent Lease Year shall mean each successive period of twelve (12) calendar months following the first Lease Year during the initial Term, provided that the last Lease Year of the initial Term shall end on the Term Expiration Date set forth above for the initial Term.

1.09 Additional Provisions: See Exhibit F

1. Parking
2. Hazardous Materials
3. Sustainability Initiative
4. Negative Conditions

1.10 “Security Deposit”: None.

1.11 “Broker”: Colliers, representing Landlord.

1.12 “Permitted Use”: Subject to applicable Laws and the terms of this Lease, the operations of school and municipal departments of the Town, including the operations of the School Administration Offices for Lexington High School, and the operations of the Cary Memorial Library and the Town Office Building. Any activity that would constitute a violation of the conflict of interest law under M.G.L. c.268A is expressly prohibited.

1.13 “Notice Address(es)”:

For Landlord:

Greatland Realty Partners LLC
One Federal Street, Suite 1810
Boston, MA 02110
Attn: Philip F. Dorman
Email: pdorman@greatlandpartners.com

With a copy to:

Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, Massachusetts 02210
Attn: Timothy M. Smith, Esq.

Email: tsmith@nutter.com

For Tenant: [Tenant: Please provide:]

Prior to the Term Commencement Date:

_____, _____
Attention: _____

From and after the Term Commencement Date:

_____, _____
Attention: _____

- 1.14 “Business Day(s)” are Monday through Friday of each week, exclusive of New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (“Holidays”). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Building is located. “Building Service Hours” are 8:00 A.M. to 6:00 P.M. on Business Days.
- 1.15 Other Defined Terms: Other capitalized terms shall have the meanings set forth in the Lease and its Exhibits below. References in this Lease to numbered Sections shall be deemed to refer to the numbered Sections of this Lease, unless otherwise specified.
- 1.16 Exhibits and Addendum: The following exhibits and attachments are incorporated into and made a part of this Lease:

- Exhibit A-1 (Description of Property)
- Exhibit A-2 (Outline and Location of Premises)
- Exhibit B (Required Landlord Forms)
- Exhibit C (Plan Showing Delivery Condition Work)
- Exhibit D (Commencement Letter)
- Exhibit E (Building Rules and Regulations)
- Exhibit F (Additional Provisions)
- Addendum (Selected Proposal)

2. Lease Grant.

2.01 Premises. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. The Premises exclude the exterior faces of exterior walls, the common stairways and stairwells, elevators and elevator wells, fan rooms, electric and telephone closets, janitor closets, freight elevator vestibules, and pipes, ducts, conduits, wires and appurtenant fixtures serving other parts of the Building (exclusively or in common), and other Common Areas (as defined below) of the Building;

provided, however, if the Premises include the entire rentable area of any floor, the common corridors, elevator lobby and the restroom facilities located on such full floor(s) shall be considered part of the Premises and not part of the Common Areas.

2.02 Appurtenant Rights. During the Term, Tenant shall have, as appurtenant to the Premises, the non-exclusive rights to use in common (subject to any reasonable rules of general applicability to tenants and other users of the Building from time to time made by Landlord): (a) the common lobbies, corridors, stairways, elevators and common loading dock of the Building, and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises in common with others; (b) common driveways and walkways necessary for access to the Building; (c) if the Premises include less than the entire Floor Area of any floor, the common corridors and elevator lobby located on such floor; and (d) all other areas or facilities in or about the Building from time to time designated for general use in common by Tenant, other Building tenants, and Landlord (collectively, the “Common Areas”). Common Areas may also include areas, facilities (including parking facilities) and amenities located within such buildings or on such land in the Park that are not part of the Property and that are designated for the general non-exclusive use and convenience of Tenant and other tenants of the Building and, to the extent applicable, of the other buildings in the Park.

If and for so long as Landlord, in its discretion, provides any amenities for the shared use of Building occupants (collectively, the “Amenities”), which Amenities currently include a café, a fitness center with showers in the restrooms thereof, and a shared conference room, Tenant shall have the non-exclusive right to use such Amenities, subject to availability and to any reasonable rules and regulations promulgated by Landlord from time to time with respect thereto and generally applicable to the users thereof.

3. Term and Commencement Date.

3.01 Term. The “Term” of this Lease shall begin at 12:01 a.m. on the Term Commencement Date and shall end at 11:59 p.m. on the Term Expiration Date, unless sooner terminated or extended in accordance with the provisions of this Lease. Promptly after the determination of the Term Commencement Date, Landlord and Tenant shall execute and deliver a commencement letter in the form attached as Exhibit D (the “Commencement Letter”). Tenant’s failure to execute and return the Commencement Letter, or to provide written objection to the statements contained in the Commencement Letter, within thirty (30) days after its delivery to Tenant shall be deemed an approval by Tenant of the statements contained therein.

3.02 Delivery.

Landlord shall deliver the Premises, free of all tenants and occupants, with all Base Building systems serving the Premises in good working order and with the Delivery Condition Work substantially complete (as defined, and determined in accordance with, the provisions below), but otherwise in the Premises’ current “as is” condition and configuration (the date of such delivery, the “Delivery Date”), without any representations or warranties by Landlord except as expressly provided herein. Landlord represents that, to the best of Landlord’s knowledge as of the Effective Date: (i) the Premises are in compliance with all applicable Laws, including, without limitation, the ADA and applicable Environmental Health and Safety Laws, (ii) Landlord is not actively engaged in any activity to cause the discharge or accumulation of any hazardous waste at the Property, and (iii) the Premises are not in violation of any applicable zoning, building or subdivision laws and Landlord has obtained all applicable approvals, licenses or other permits required for use of the Premises for general office and administrative uses.

Landlord, at Landlord's sole cost and expense, shall perform the improvements described and depicted on the space plan attached hereto as Exhibit C, using Building standard materials, quantities and finishes (the "Delivery Condition Work"). The Delivery Condition Work shall be performed by Landlord in a good and workmanlike manner and in compliance with all applicable Laws. Subject to delays caused by Tenant or Force Majeure, Landlord shall use reasonable efforts to substantially complete the Delivery Condition Work on or before the Estimated Term Commencement Date. As used herein, "substantially complete" shall mean that the Delivery Condition Work has been completed, other than minor punchlist-type items the completion of which will not unreasonably delay or interfere with Tenant's performance of the Initial Leasehold Improvement Work (if any) or Tenant's occupancy of the Premises for the regular conduct of business, as reasonably determined by Landlord, and as evidenced by the issuance of a temporary or permanent certificate of occupancy for the Premises, or if not applicable, the equivalent municipal sign-offs (as applicable, the "Certificate of Occupancy"); provided, however, that if such Certificate of Occupancy cannot be issued due to any work to be performed by Tenant (including any Initial Leasehold Improvement Work) or installation of cabling/wiring, furniture, fixtures or equipment to be performed by Tenant, or any other action required of Tenant, then the issuance of the Certificate of Occupancy shall not be a condition to the substantial completion of the Delivery Condition Work, and the Delivery Condition Work shall be deemed substantially complete on the date that the Certificate of Occupancy would have issued but for the non-completion of such work, installation or action to be performed by Tenant.

Landlord shall not be liable for any delay or failure to deliver possession of the Premises or any other space. Any delay in the delivery of the Premises or in the occurrence of the Term Commencement Date shall not give rise to any liability or default by Landlord or affect any of the terms of this Lease or Tenant's obligation to accept the Premises when delivered. Except as may otherwise be provided in this Lease, Tenant shall not be permitted to take possession of or enter the Premises before the Term Commencement Date without Landlord's permission. If Tenant takes possession of or enters the Premises before the Term Commencement Date, Tenant's possession or entry before the Term Commencement Date shall be subject to the terms and conditions of this Lease; provided, however, except for the cost of services used or requested by Tenant, Tenant shall not be required to pay Rent for any such possession or entry before the Term Commencement Date during which Tenant, with Landlord's approval, has entered, or is in possession of, the Premises for the sole purpose of performing inspections, improvements or installing furniture, equipment or other personal property.

3.03 Initial Leasehold Improvement Work. Any improvements to the Premises beyond the Delivery Condition Work desired by Tenant to prepare the Premises for Tenant's occupancy (the "Initial Leasehold Improvement Work") shall be performed by Tenant in accordance with, and subject to, the provisions of Article 8 of this Lease.

4. Rent.

4.01 Gross Rent and Additional Rent. During the Term (but subject to the following subparagraph of this Section 4.01 below), Tenant hereby covenants and agrees to pay to Landlord, without any setoff or deduction (except to the extent expressly set forth in this Lease), (a) all Gross Rent (as provided in Section 1), and (b) all Additional Rent due for the Term (collectively referred to as "Rent"). "Additional Rent" means all sums (exclusive of Gross Rent) that Tenant is required to pay to Landlord from time to time under this Lease. Landlord and Tenant acknowledge and agree that this Lease is a gross lease, and except for utility costs for the Premises and non-recurring charges expressly provided under this Lease, the Gross Rent hereunder includes payment for all real estate taxes assessed against the Property or Premises, as well as all other costs, expenses or charges incurred by Landlord with respect to the Property or Premises, inclusive of Landlord's operating costs and Landlord's insurance, and Tenant shall have no obligation to

pay any Additional Rent or separate payments for any real estate taxes, Landlord's operating costs or Landlord's insurance under this Lease.

4.02 Manner and Timing of Payments. Gross Rent shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant within thirty (30) days after billing by Landlord. Rent shall be made payable to the entity, and sent to the address, that Landlord from time to time designates for such purposes and shall be paid by Tenant by good and sufficient check payable in United States of America currency or by electronic or wire transfer to an account from time to time designated by Landlord. Landlord's acceptance of less than the entire amount of Rent shall be considered, unless otherwise specified by Landlord, a payment on account of the oldest obligation due from Tenant hereunder, notwithstanding any statement to the contrary contained on or accompanying any such payment from Tenant. Rent for any partial month during the Term shall be prorated on a per diem basis. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction.

5. Compliance with Laws; Use.

Tenant shall use the Premises only for the Permitted Use and shall not use or permit the use of the Premises for any other purpose. Tenant shall comply with all Applicable Zoning (as defined in Exhibit F), statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including without limitation, the Environmental Health and Safety Laws (as defined in Exhibit F attached hereto) and the Americans with Disabilities Act ("ADA") ("Law(s)") and with all permits and approvals affecting the Property and/or the Park, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises and the Building systems located in or exclusively serving the Premises. Tenant shall be solely responsible for obtaining any permits and approvals (including any special permits or zoning variances) required for Tenant's proposed operations at the Premises.

In addition, Tenant shall, at its sole cost and expense, promptly comply with any Laws that relate to the Base Building (defined below), but only to the extent such obligations are triggered by Tenant's use of the Premises (other than for general office use) or any Alterations in or about the Premises performed or requested by Tenant. "Base Building" shall include the structural portions of the Building, the common restrooms, and the Building mechanical, electrical, and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located. If applicable Laws require any improvements, systems or equipment beyond the Base Building due to Tenant's operations, Tenant shall be solely responsible for all such improvements, systems or equipment. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Except to the extent such compliance is Tenant's responsibility under this Lease, Landlord shall be responsible for the compliance of the Base Building and the Common Areas with all applicable Laws, including without limitation, the ADA.

Tenant shall not exceed the standard density limit for the Building, nor the floor load limit for the floor on which the Premises are located. Tenant shall be permitted to place within the Premises a uniform weight load of 150 lbs. per square foot and a concentrated load of 1,000 lbs., provided that if the floor on which the Premises are located cannot support such loading, as reasonably determined by Landlord or its engineer, then Landlord shall use reasonable efforts to provide Tenant with additional square footage to accommodate file cabinets and other loading requirements of School Administration Offices. Tenant shall not use or permit the use of any portion of the Premises or any equipment installed by Tenant or any party acting under or through Tenant in a manner that results in objectionable noise, odors, or vibrations emanating from the Premises and shall prevent the emanation of noxious odors, smoke, vibration, noise, water or other effects which constitute a nuisance or otherwise interfere with the safety or comfort of

Landlord or of any of the other occupants of the Building. Tenant shall comply with the rules and regulations of the Building attached as Exhibit E and such other reasonable rules and regulations adopted by Landlord from time to time, including rules and regulations for the performance of Alterations. In the event of any conflict between the terms of this Lease and the rules and regulations, the terms of this Lease shall control. If the Premises or any portion thereof are located on a multi-tenant floor, Tenant shall cause all portions of such Premises that are visible from the Common Areas on such floors to be arranged, furnished, and lighted in a manner in which such Premises appears at all times to be occupied for the Permitted Use.

6. [Intentionally Deleted].

7. Building Services.

7.01 Building Services. Landlord shall furnish Tenant with the following services: (a) reasonable quantities of hot and cold water for use in the Common Area restrooms and reasonable quantities of cold water for use in the Premises; (b) customary heat and air conditioning in season during Building Service Hours; (c) standard janitorial service for the Common Areas nightly on Business Days (it being acknowledged and agreed that Tenant shall be solely responsible for all cleaning, janitorial and trash removal services for the Premises per Section 9.01 of this Lease); (d) elevator service; (e) electricity in accordance with the terms and conditions in Section 7.02; (f) access to the Building for Tenant and its employees 24 hours per day/7 days per week, subject to Force Majeure, repair situations, the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may from time to time impose, including, without limitation, sign-in procedures and/or presentation of identification cards; (g) maintenance of the exterior areas of the Property and the Park, including sweeping, landscaping and snow and ice removal; and (h) such other services as Landlord reasonably determines are necessary or appropriate for the Property or Park. To the extent that any of the foregoing utility services for the Premises are separately metered, Tenant shall timely pay the separate charges for such services directly to the applicable utility company. To the extent that any of the foregoing utility services for the Premises (including, without limitation, air handling units or other HVAC equipment serving the Premises) or any other equipment serving the Premises, whether exclusively or in common, is not metered directly by the utility company to the Premises, Tenant shall pay to Landlord, as Additional Rent, the costs of such utility service (without mark-up) by a separate charge payable by Tenant to Landlord based on evidence from the check-meters installed for the Premises or equipment serving the Premises or, for any portion of the Premises or equipment that from time to time does not have operational check-meters, based on reasonable allocations prepared by Landlord's building engineer for the space and period in question, in the same manner as set forth in Section 7.02 below regarding electricity charges. Tenant shall make estimated monthly payments for any utility charges payable to Landlord hereunder, in advance on the first day of each month or partial month of the Term, based on amounts estimated by Landlord from time to time for such utility charges and provided to Tenant in writing, subject to periodic reconciliations based on actual check-meter readings and utility rates for the space and period in question. In addition, Tenant shall have the right to receive HVAC service during hours other than Building Service Hours by paying Landlord's then standard charge for additional HVAC service and providing such prior notice as is reasonably specified by Landlord. If Tenant is permitted to connect any supplemental HVAC units to the Building's condenser water loop or chilled water line, such permission shall be conditioned upon Landlord having adequate excess capacity from time to time and such connection and use shall be subject to Landlord's reasonable approval and reasonable restrictions imposed by Landlord.

7.02 Tenant Electricity. Landlord shall bill Tenant monthly for such electricity charges based on actual check-meter readings and utility rates for the space and period in question, and Tenant shall pay such charges to Landlord within thirty (30) days after receipt of each invoice. Notwithstanding the foregoing, to the extent any electricity service is from time to time metered directly by the utility company

to the Premises, Tenant shall timely pay the separate charges for such electricity service directly to the applicable utility company and, if requested by Landlord from time to time, provide copies of such utility company invoices and evidence of such payments. Without the consent of Landlord, Tenant's use of electrical service shall not exceed the Building's standard capacity, as reasonably determined by Landlord, based upon the Building standard electrical design load. Without the consent of Landlord, Tenant's use of electrical service shall not exceed the Building standard usage, per square foot, as reasonably determined by Landlord, based upon the Building standard electrical design load and shall comply with any sustainability initiative standards for the Building, including as set forth on Exhibit F hereto.

7.03 Interruption of Services. Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of maintenance, repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 21.06) or any other cause (collectively a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement, except as provided in the next sentence. If the Premises, or a material portion of the Premises, are made untenable for a period in excess of ten (10) consecutive days after written notice thereof from Tenant to Landlord, as a result of a Service Failure that is reasonably within the control of Landlord to correct, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period following such ten (10)-day period and ending on the day the service has been restored. If the entire Premises has not been rendered untenable by the Service Failure, the amount of abatement shall be equitably prorated. This Section shall not apply to any Service Failure arising from a casualty event governed by Section 14 below.

7.04 Reservations. Without limiting the generality of the foregoing, Landlord reserves the right from time to time to modify components of the access procedures for the Building or other portions of the Property and Park, to change the number of lobby attendants, or to institute, modify, supplement, or discontinue any particular access control procedures or equipment for the Building, whether during or after business hours. Landlord does not warrant or guarantee the effectiveness of any such system or procedures. Tenant expressly disclaims any such warranty, guarantee, or undertaking by Landlord with respect thereto and acknowledges that access control procedures from time to time in effect are solely for the convenience of tenants generally and are not intended to secure the Premises or to guarantee the physical safety of any persons in or about the Premises or the Property or the Park. Tenant shall be responsible for securing the Premises, including without limitation by Tenant's installation of access card readers or other security equipment for the Premises in accordance with Section 8 and by restricting or monitoring access into and from the Premises by its employees or other invitees. At the time that any Tenant employee (or other person acting under or through Tenant) who has been issued a Building access card is terminated or otherwise ceases to work at the Premises, Tenant shall retrieve and destroy the Building access card for such person and, in accordance with the Building's standard procedures, notify the Building's property manager that such person should be removed from the active list for Building access cards.

8. Alterations

8.01 Alterations. Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "Alterations") in the Premises, without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. "Cable" shall mean and refer to any electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant or any party acting under or through Tenant. Prior to starting work on any Alterations, Tenant shall furnish Landlord with plans and specifications (which shall be in CAD format if requested by Landlord); names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Base Building and vertical

Cable, as may be described more fully below); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming as additional insureds the Landlord, the managing agent for the Building, and such other Additional Insured Parties (as defined in Section 13) as Landlord may designate for such purposes; and any security for performance in amounts reasonably required by Landlord. Landlord may designate specific contractors with respect to oversight, installation, repair, connection to, and removal of vertical Cable. All Cable shall be clearly marked with adhesive plastic labels (or plastic tags attached to such Cable with wire) to show Tenant's name, suite number, and the purpose of such Cable (i) every 6 feet outside the Premises (specifically including, but not limited to, the electrical room risers and any Common Areas), and (ii) at the termination point(s) of such Cable. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord, and Tenant shall ensure that no Alteration impairs any Building system or Landlord's ability to perform its obligations hereunder. Tenant shall reimburse Landlord for any third-party expenses incurred by Landlord in connection with the review, inspection, and coordination of Tenant's plans for Alterations and Tenant's performance thereof and pay to Landlord or its managing agent a fee for Landlord's administrative oversight and coordination of any Alterations equal to 1.5% of the hard costs of the Alterations. Upon completion, Tenant shall furnish "as-built" plans (in CAD format, if requested by Landlord) for Alterations, customary AIA completion affidavits, full and final waivers of lien, any applicable certificate of occupancy for the space affected by such Alterations, and any other items required under the Building's construction rules and regulations for closing out the particular work in question. Landlord's approval of an Alteration shall not be deemed to be a representation by Landlord that the Alteration complies with Law or will not adversely affect any Building system. If any Alteration requires any change to the Base Building, any Building system, or any Common Area, then such changes shall be made at Tenant's sole cost and expense and performed, at Landlord's election, either by Tenant's contractor or a contractor engaged by Landlord.

8.02 Liens. Tenant shall not cause or permit any mechanics' or other liens to be placed upon the Property, the Premises, or Tenant's leasehold interest hereunder in connection with any work or service done or purportedly done by or for the benefit of Tenant, its subtenants, or any other party acting under or through Tenant. Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within ten (10) days after notice from Landlord, shall fully discharge any such lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law. If Tenant fails to timely discharge such lien within such period, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to discharge such lien, including, without limitation, reasonable attorneys' fees. Landlord shall have the right to require Tenant to post a performance or payment bond in connection with any work or service done or purportedly done by or for the benefit of Tenant. Tenant acknowledges and agrees that all such work or service is being performed for the sole benefit of Tenant and not for the benefit of Landlord.

8.03 Leasehold Improvements. All Initial Leasehold Improvement Work and other leasehold improvements from time to time made in and to the Premises (collectively, "Leasehold Improvements") shall, except as expressly provided in this Lease, remain upon the Premises at the end of the Term without compensation to Tenant. Landlord, by written notice to Tenant at least thirty (30) days prior to the Term Expiration Date, may require Tenant, at Tenant's expense, to remove any Leasehold Improvements or other affixed installations that, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements ("Required Removables"). Required Removables shall include, without limitation, internal stairways, raised floors, private baths and showers, vaults, rolling file

systems, structural alterations and modifications and any Cable installed by or on behalf of Tenant. Tenant, at the time it requests approval for a proposed Alteration may request in writing that Landlord advise Tenant whether the Alteration or any portion thereof is a Required Removable. Within ten (10) Business Days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the alteration or other improvements are Required Removables. The Required Removables shall be removed by Tenant before the expiration or earlier termination of this Lease in accordance with Section 19. .

8.04 Signage. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. Landlord, at its sole cost, shall provide Tenant with a Building standard listing on all Building directories and Building standard suite entry signage at the entrance to the Premises.

9. Repairs and Maintenance.

9.01 Tenant Obligations. Tenant, at its sole cost and expense, shall perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) the Initial Leasehold Improvement Work and any Alterations (described in Section 8); (f) supplemental air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving the Premises or any portion thereof, whether such items are installed by Tenant or are currently existing in the Premises; and (g) any Cable. Tenant shall maintain in effect throughout the Term maintenance contracts for any such supplemental air conditioning units or other specialty equipment exclusively serving the Premises and, from time to time upon Landlord's request, provide Landlord with a copy of such maintenance contract and reasonable evidence of its service record. All repairs and other work performed by Tenant or its contractors, including that involving Cable, shall be subject to the terms of Section 8.01 above. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and, within thirty (30) days after demand, Tenant shall pay to Landlord the reasonable cost of the repairs, together with an administrative charge in an amount equal to ten percent (10%) of the cost of the repairs.

Landlord shall have no obligation to provide any cleaning, janitorial or refuse or waste removal services in or to the Premises. Tenant shall be responsible, at its sole cost and expense, for providing cleaning and janitorial services to the Premises in a neat and first-class manner consistent with the cleaning standards generally prevailing in comparable buildings in the Greater Boston area for office space or as otherwise reasonably established by Landlord in writing from time to time, using an insured contractor or contractors selected by Tenant and reasonably approved in writing by Landlord, and such provider shall not interfere with the use and operation of the Building or Property by Landlord or any other tenant or occupant thereof. Tenant, at Tenant's sole cost and expense, shall also be responsible for (i) furnishing a dumpster and recycling bins for the storage of all trash and recyclables generated from the Premises, which dumpster and bins shall be placed in a location designated by Landlord and reasonably approved by Tenant, and, (ii) contracting directly for trash and recyclables collection services, all of which shall be performed in compliance with applicable Laws. Tenant shall keep and maintain its dumpster and bins clean and with lids secure and good working order. Tenant shall also cause all extermination of vermin in or about the Premises or the location of Tenant's dumpster and bins, or resulting from Tenant's use of the Premises or Property, to be performed by companies reasonably approved by Landlord in writing and shall contract and utilize pest extermination services as reasonably necessary or as reasonably requested by Landlord.

9.02 Landlord Obligations. Landlord shall keep and maintain in good repair and working order and perform maintenance upon (a) the structural elements of the Building; (b) the mechanical

(including HVAC), electrical, plumbing and life safety systems (fire alarm and sprinkler) serving the Building in general; (c) the Common Areas; (d) the roof of the Building; (e) the exterior windows of the Building; and (f) the elevators serving the Building.

10. Entry by Landlord.

Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior verbal notice of entry. In connection with any such entry for non-emergency work performed during Building Service Hours, Landlord shall use reasonable efforts not to unreasonably interfere with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. Any such entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

11. Assignment and Subletting.

11.01 Transfers. Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use all or any portion of the Premises (in each such case, collectively or individually, a "Transfer" to a "Transferee") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord does not exercise its recapture rights under Section 11.02. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if the proposed Transferee (a) [intentionally deleted], (b) is an occupant of the Building or Park, (c) whether or not an occupant of the Building or Park, has been in discussions with Landlord regarding the leasing of space within the Building or Park within the preceding six months, (d) is incompatible with the character of occupancy of the Building or Park, (e) is an entity with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits, or (f) would subject the Premises to a use which would: (i) involve increased personnel or wear upon the Building; (ii) violate any exclusive right granted to another tenant of the Building or Park; (iii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or (iv) involve a violation of the Permitted Use clauses of this Lease. If the entity(ies) that directly or indirectly controls the voting shares/rights of Tenant (other than through the ownership of voting securities listed on a recognized securities exchange) changes at any time, such change of ownership or control shall constitute a Transfer. Except for so long as Tenant's stock is publicly traded (including, without limitation, the initial and follow-on offerings of Tenant's stock) on a nationally recognized stock exchange, the foregoing prohibition includes any direct or indirect change in "control" of Tenant as a result of any assignment, subletting, or other transfer which would occur by operation of law, merger, consolidation, reorganization, acquisition, transfer, or other change of Tenant's corporate, ownership, and/or proprietary structure, including, without limitation, a change in the partners of any partnership, a change in the members and/or managers of any limited liability company, and/or the sale, pledge, or other transfer of any of the issued or outstanding capital stock of any corporate Tenant. For purposes hereof, "control" shall be deemed to be ownership of more than fifty percent (50%) of the stock or other voting interest of the controlled corporation or other business entity. Any Transfer in violation of this Section shall, at Landlord's option, be deemed a Default by Tenant as described in Section 16.01, and shall be voidable by Landlord. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease, and the Tenant originally named in this Lease shall remain primarily liable for the performance of the tenant's obligations under this Lease, as amended from time to time.

11.02 Process. Tenant shall provide Landlord with financial statements for the proposed Transferee (or, in the case of a change of ownership or control, for the proposed new controlling entity(ies)), a fully executed copy of the proposed assignment, sublease, or other Transfer documentation, and such

other information as Landlord may reasonably request. Within fifteen (15) Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) reasonably refuse to consent to the Transfer in writing; or (c) recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. Tenant shall pay to Landlord the reasonable costs and attorneys' fees incurred by Landlord in connection with such requested Transfer.

11.03 Excess Payments. In the event, if any, that (i) all rent and other consideration which Tenant receives as a result of a Transfer exceeds (ii) the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer, then Tenant shall, at Landlord's election, pay to Landlord an amount equal to fifty percent (50%) of such excess, from time to time on a monthly basis upon Tenant's receipt of such excess; provided that in determining any such excess, Tenant may deduct from the excess all reasonable and customary expenses directly incurred by Tenant in connection with such Transfer, except that any construction costs incurred by Tenant in connection with such Transfer shall be deducted on a straight-line basis over the term of the applicable Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

11.04 Prohibited Matters. Without limiting Landlord's right to withhold its consent to any transfer by Tenant, and regardless of whether Landlord shall have consented to any such transfer, neither Tenant nor any other person having an interest in the possession, use or occupancy of the Premises or any part thereof shall enter into any lease, sublease, license, concession, assignment or other transfer or agreement for possession, use or occupancy of all or any portion of the Premises which provides for rent or other payment for such use, occupancy or utilization based, in whole or in part, on the net income or profits derived by any person or entity from the space so leased, used or occupied, and any such purported lease, sublease, license, concession, assignment or other transfer or agreement shall be absolutely void and ineffective as a conveyance of any right or interest in the possession, use or occupancy of all or any part of the Premises.

12. Notices.

All demands, approvals, consents or notices (collectively referred to as a "notice") shall be in writing and delivered by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. In addition, if the Building is closed (whether due to emergency, governmental order or any other reason), then any notice address at the Building shall not be deemed a required notice address during such closure, and, unless Tenant has provided an alternative valid notice address to Landlord for use during such closure, any notices sent during such closure may be sent via any practical manner reasonably designed to ensure receipt by the intended recipient. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, three (3) Business Days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

13. Indemnity and Insurance.

13.01 Indemnification.

(a) By Tenant. Subject to Section 13.05, except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (defined below), Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (collectively referred to as "Losses"), arising from (i) the use or occupancy of the Premises or any portion of the Park by Tenant or any Tenant Related Party, or (ii) the negligence or willful misconduct by Tenant or any of its trustees, managers, members, principals, beneficiaries, partners, officers, directors, employees, agents and contractors (the "Tenant Related Parties"), including in connection with any work performed or business conducted on or at the Park by Tenant or any Tenant Related Parties. To the maximum extent permitted under applicable law, Tenant hereby waives all claims against and releases Landlord and its trustees, managers, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (defined in Section 20), agents and contractors (the "Landlord Related Parties") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) the bursting or leaking of any tank, water closet, drain or other pipe, or (c) the inadequacy or failure of any security or protective services, personnel or equipment.

(b) By Landlord. Subject to Section 13.05, except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant and Tenant Related Parties harmless against and from all Losses arising from the negligence or willful misconduct by Landlord or any Landlord Related Parties, including any work performed or business conducted on or at the Park by Landlord any Landlord Related Parties.

13.02 Tenant's Insurance. Tenant shall maintain the following coverages in the following amounts throughout the Term (and during any other periods before or after the Term during which Tenant or any Tenant Related Party enters into or occupies all or any portion of the Premises):

(a) Commercial General Liability Insurance covering claims of bodily injury, personal injury and property damage arising out of Tenant's operations, including completed operations and contractual liabilities, including coverage formerly known as broad form property damage and coverage for independent contractor's liability, on an occurrence basis, with minimum primary limits of \$5,000,000 each occurrence and \$5,000,000 annual aggregate.

(b) Automobile Liability Insurance covering the ownership, maintenance and operations of any automobile or automobile equipment, whether such auto is owned, hired, or non-owned, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident.

(c) Property insurance covering (i) Tenant's Property (as defined below), and (ii) any Leasehold Improvements in the Premises, whether installed by or for the benefit of Tenant under this Lease or any prior lease or other agreement to which Tenant was a party or otherwise ("Tenant-Insured Improvements"). Such insurance shall be written on a special cause of loss form for physical loss or damage, for the full replacement cost value (subject to reasonable deductible amounts) without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance, and shall include coverage for damage or other loss caused by fire or other peril, including vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting or stoppage of pipes, and explosion, and providing business interruption coverage including extra expense for a period of one year.

(d) Worker's Compensation and Employer's Liability or other similar insurance to the extent required by Law. Employers Liability coverage of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of "Additional Insured Parties".

(e) Umbrella/ Excess coverage at a minimum as broad as the underlying commercial general liability, automobile and employers liability policies with limits of \$5,000,000 each occurrence and \$5,000,000 aggregate.

(f) Pollution Legal Liability coverage of not less than \$1,000,000 each claim.

The minimum limits of insurance required to be carried by Tenant shall not limit Tenant's liability. Such insurance shall (i) be issued by an insurance company that has an A.M. Best rating of not less than A-VIII; (ii) be in form and content reasonably acceptable to Landlord; and (iii) provide that it shall not be canceled or materially changed without thirty (30) days' prior notice to Landlord, except that ten (10) days' prior notice may be given in the case of nonpayment of premiums. Tenant's Commercial General Liability Insurance shall (a) name Landlord, Landlord's managing agent, and any other party designated by Landlord ("Additional Insured Parties") as additional insureds; and (b) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and non-contributing with Tenant's insurance. Landlord shall be designated as a loss payee with respect to Tenant's property insurance on any Tenant-Insured Improvements. Tenant shall deliver to Landlord, on or before the Term Commencement Date and at least fifteen (15) days before the expiration dates thereof, certificates from Tenant's insurance company on the forms currently designated "ACORD 28" (Evidence of Commercial Property Insurance) and "ACORD 25-S" (Certificate of Liability Insurance) or the equivalent. Attached to the ACORD 25-S (or equivalent) there shall be an endorsement naming the Additional Insured Parties as additional insureds which shall be binding on Tenant's insurance company and shall expressly require the insurance company to notify each Additional Insured Party in writing at least thirty (30) days before any termination or material change to the policies, except that ten (10) days' prior notice may be given in the case of nonpayment of premiums. Notwithstanding the foregoing, if the foregoing requirement that the insurance company provide prior notice to Landlord of cancellation or material change of the applicable policy cannot reasonably be obtained based on then-prevailing insurance industry practices, Tenant shall so advise Landlord of such unavailability and shall instead provide Landlord with notice of any such cancellation or material change as provided above. Upon Landlord's request, Tenant shall deliver to Landlord, in lieu of such certificates, copies of the policies of insurance required to be carried under Section 13.02 showing that the Additional Insured Parties are named as additional insureds.

Tenant shall maintain such increased amounts of the insurance required to be carried by Tenant under this Section 13.02, and such other types and amounts of insurance covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord, but not in excess of the amounts and types of insurance then being required by landlords of buildings comparable to and in the vicinity of the Building.

13.03 Tenant's Property. All furnishings, fixtures, equipment, and other personal property and effects of Tenant and of all persons claiming through Tenant, which from time to time may be on the Premises or elsewhere in the Building or in transit thereto or therefrom (collectively, "Tenant's Property") shall be at the sole risk of Tenant to the maximum extent permitted by law and shall be kept insured by Tenant throughout the Term (and during any other periods before or after the Term during which Tenant or any Tenant Related Party enters into or occupies all or any portion of the Premises) at Tenant's expense in accordance with Section 13.02. Tenant's Property expressly includes all business fixtures and equipment, including without limitation any security or access control systems installed for the Premises, filing cabinets and racks, removable cubicles and partitions, kitchen equipment, computers and related equipment, raised flooring, supplemental cooling equipment, audiovisual and telecommunications equipment, non-building standard signage, and other tenant equipment installations, in each case including related conduits, cabling,

and brackets or mounting components therefor and any connectors to base building systems and in each case whether installed or affixed in or about the Premises, in building core areas, or elsewhere in the Building.

13.04 Landlord's Insurance. Landlord shall, at all times during the Term, maintain in effect: (a) a policy or policies of insurance covering the Building (excluding any furniture, equipment, machinery, goods or supplies which Tenant may keep or maintain in the Premises, and any Leasehold Improvements) in an amount equal to the full replacement cost (exclusive of the cost of excavations, foundations and footings) thereof, providing protection against peril generally included within the classification presently known as "Causes of Loss-Special Form" with customary exceptions; and (b) a policy or policies of commercial general liability insurance insuring against liability arising out of the risks of death, bodily injury, property damage and personal injury liability with respect to the Building and Property, which commercial general liability policy shall name Tenant as an additional insured.

13.05 Waiver of Subrogation. Subject to Section 14, each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by insurance. For purposes of this Section 13.05, any deductible or self-insured retention with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance.

14. Casualty Damage.

14.01 Casualty. If all or any portion of the Premises becomes untenable or inaccessible by fire or other casualty to the Premises or the Common Areas (collectively a "Casualty"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord with a written estimate of the amount of time required, using standard working methods, to substantially complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("Completion Estimate"). Landlord shall promptly forward a copy of the Completion Estimate to Tenant. If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within two hundred seventy (270) days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within ten (10) days after Tenant's receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within ninety (90) days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Premises have been materially damaged and less than two (2) years of the Term remain after the date of the Casualty; (2) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building or Premises occurs. If this Lease is terminated by either party on account of any Casualty as provided in this Article 14, then Tenant shall pay to Landlord (by assignment or otherwise) the insurance proceeds paid or payable to Tenant under the policy(ies) referred to in Section 13.02(b) on account of the damage to or loss of the Leasehold Improvements in the Premises; however, from any such proceeds actually received by Tenant, Tenant shall be entitled to retain an amount equal to the unamortized portion (amortized over the initial Term on a straight-line basis) of the hard costs paid by Tenant to perform any Alterations.

14.02 Restoration. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas, subject to the following provisions. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by

Landlord. Notwithstanding Section 13.04, upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's insurance with respect to any Leasehold Improvements; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fifteen (15) days after demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs to such Leasehold Improvements. In no event shall Landlord be required to spend more for the restoration of the Premises and Common Areas than the insurance proceeds received by Landlord. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant. Notwithstanding the foregoing, Landlord may, at its election, require Tenant to perform the restoration work for the Leasehold Improvements, in which event Tenant shall be responsible for performing the restoration work (including any revisions thereto that Tenant may wish to make, pursuant to plans approved by Landlord under Section 8) and the rent abatement period under the preceding sentence shall not exceed the period of time required to diligently perform the restoration of the existing Leasehold Improvements.

15. Condemnation.

Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within forty five (45) days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Gross Rent shall be appropriately adjusted to account for any reduction in the square footage of the Building or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, provided, however, Tenant may file a separate claim for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking.

16. Events of Default.

16.01 Default. In addition to any other Default specifically described in this Lease, each of the following occurrences shall be a "Default": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for five (5) days after such due date ("Monetary Default"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within thirty (30) days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within such thirty-(30)-day period, Tenant shall be allowed additional time as is reasonably necessary to cure the failure so long as Tenant begins the cure within such thirty-(30)-day period and diligently pursues the cure to completion; (c) Tenant effects or permits a Transfer without Landlord's required approval or otherwise in violation of Section 11 of this Lease; (d) Tenant or any guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (e) the leasehold estate is taken by process or operation of Law; (f) if a receiver, guardian,

conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's or any guarantor's property and such appointment is not discharged within ninety (90) days thereafter, or if a petition including, without limitation, a petition for reorganization or arrangement is filed by Tenant or any guarantor under any bankruptcy law or is filed against Tenant or any guarantor and, in the case of a filing against Tenant only, the same shall not be dismissed within ninety (90) days from the date upon which it is filed, or (g) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or Property. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on two (2) separate occasions during any twelve-(12)-month period, any subsequent violation of such provision within such twelve-(12)-month period shall, at Landlord's option, constitute a Default by Tenant without the requirement of any further notice or cure period as provided above. All notices sent under this Section shall be in satisfaction of, and not in addition to, any notice required by Law.

16.02 Remedies. Upon the occurrence of any Default, Landlord may, immediately or at any time thereafter, elect to terminate this Lease by notice of termination, by entry, or by any other means available under law and may recover possession of the Premises as provided herein. Upon termination by notice, by entry, or by any other means available under law, Landlord shall be entitled immediately, in the case of termination by notice or entry, and otherwise in accordance with the provisions of law to recover possession of the Premises from Tenant and those claiming through or under the Tenant. Such termination of this Lease and repossession of the Premises shall be without prejudice to any remedies which Landlord might otherwise have for arrears of rent or for a prior breach of the provisions of this Lease. Tenant waives any statutory notice to quit and equitable rights in the nature of further cure or redemption, and Tenant agrees that upon Landlord's termination of this Lease Landlord shall be entitled to re-entry and possession in accordance with the terms hereof. Landlord may, without notice, store Tenant's personal property (and those of any person claiming under Tenant) at the expense and risk of Tenant or, if Landlord so elects, Landlord may sell such personal property at public auction or auctions or at private sale or sales after thirty (30) days' notice to Tenant and apply the net proceeds to the earliest of installments of rent or other charges owing Landlord. Tenant agrees that a notice by Landlord alleging any default shall, at Landlord's option (the exercise of such option shall be indicated by the inclusion of the words "notice to quit" in such notice), constitute a statutory notice to quit. If Landlord exercises its option to designate a notice of default hereunder as a statutory notice to quit, any grace periods provided for herein shall run concurrently with any statutory notice periods. Tenant further agrees that it shall not interpose any counterclaim or set-off in any summary proceeding or in any action based in whole or in part on non-payment of Rent, unless Tenant would have no right to commence an independent proceeding to seek to recover on account of such claim.

16.03 Reimbursement of Expenses. In the case of termination of this Lease pursuant to this Section 16, Tenant shall reimburse Landlord for all expenses arising out of such termination, including without limitation, all costs incurred in collecting amounts due from Tenant under this Lease (including attorneys' fees, costs of litigation and the like); all expenses incurred by Landlord in attempting to relet the Premises or parts thereof (including advertisements, brokerage commissions, Tenant's allowances, costs of preparing space, and the like); all of Landlord's then unamortized costs of any work allowances provided to Tenant for the Premises; and all Landlord's other reasonable expenditures necessitated by the termination. The reimbursement from Tenant shall be due and payable immediately from time to time upon notice from Landlord that an expense has been incurred, without regard to whether the expense was incurred before or after the termination.

16.04 Damages. Landlord may elect by written notice to Tenant within two (2) years following such termination to be indemnified for loss of rent by a lump sum payment representing the then present value of the amount of rent and additional charges which would have been paid in accordance with this Lease for the remainder of the Term minus the then present value of the aggregate fair market rent and additional charges payable for the Premises for the remainder of the Term (if less than the rent and

additional charges payable hereunder), estimated as of the date of the termination, and taking into account reasonable projections of vacancy and time required to re-lease the Premises. (The Federal Reserve discount rate (or equivalent) shall be used in calculating present values.) Should the parties be unable to agree on a fair market rent, the matter shall be submitted, upon the demand of either party, to the Boston, Massachusetts office of the American Arbitration Association, with a request for arbitration in accordance with the rules of the Association by a single arbitrator who shall be an MAI appraiser with at least ten years' experience as an appraiser of comparable office buildings in the Market Area. The parties agree that a decision of the arbitrator shall be conclusive and binding upon them. If, at the end of the Term, the rent which Landlord has actually received from the Premises is less than the aggregate fair market rent estimated as aforesaid, Tenant shall thereupon pay Landlord the amount of such difference. If and for so long as Landlord does not make the election provided for in this Section 16.04 above, Tenant shall indemnify Landlord for the loss of rent by a payment at the end of each month which would have been included in the Term, representing the excess of the rent which would have been paid in accordance with this Lease (i.e., Gross Rent and Additional Rent that would have been payable to be ascertained monthly) over the rent actually derived from the Premises by Landlord for such month (the amount of rent deemed derived shall be the actual amount less any portion thereof attributable to Landlord's reletting expenses described in Section 16.03 which have not been reimbursed by Tenant thereunder).

In lieu of the damages, indemnity, and full recovery by Landlord of the sums payable under the foregoing provisions of this Section 16.04, Landlord may, by written notice to Tenant within six months after termination under any of the provisions contained in Section 16 and before such full recovery, elect to recover, and Tenant shall thereupon pay, as minimum liquidated damages under this Section 16.04, an amount equal to (i) the aggregate of the Gross Rent and Additional Rent for the twelve-month period ending one year after the termination date (or, if lesser, for the balance of the Term had it not been terminated), plus (ii) the amount of Gross Rent and Additional Rent of any kind accrued and unpaid at the time of termination, and minus (iii) the amount of any recovery by Landlord under the foregoing provisions of this Section 16 up to the time of payment of such liquidated damages (but reduced by any amounts of reimbursement under Section 16.03). The amount under clause (i) represents a reasonable forecast of the minimum damages expected to occur in the event of a breach, taking into account the uncertainty, time and cost of determining elements relevant to actual damages, such as fair market rent, time and costs that may be required to re-lease the Premises, and other factors. Liquidated damages hereunder shall not be in lieu of any claims for reimbursement under Section 16.03.

Free rent amounts, rent holidays, rent waivers, rent forgivenesses and the like (collectively "Free Rent Amounts"), if any, have been agreed to by Landlord as inducements for Tenant to enter into and faithfully to perform all of its obligations contained in this Lease. For all purposes under this Lease, upon the occurrence of any event under Section 16.01 and the lapse of any applicable grace or notice period, any Free Rent Amounts set forth in this Lease shall be deemed void as of the date of execution hereof as though such Free Rent Amounts had never been included in this Lease, and calculations of amounts due hereunder, damages and the like shall be determined accordingly. The foregoing shall occur automatically without the requirement of any further notice or action by Landlord not specifically required by Section 16.01, whether or not this Lease is then or thereafter terminated on account of the event in question, and whether or not Tenant thereafter corrects or cures any such event.

Any obligation imposed by law upon Landlord to relet the Premises after any termination of the Lease shall be subject to the reasonable requirements of Landlord to lease to high quality tenants on such terms as Landlord may from time to time deem appropriate and to develop the Building in a harmonious manner with an appropriate mix of uses, tenants, floor areas and terms of tenancies, and the like, and Landlord shall not be obligated to relet the Premises to any party to whom Landlord or its affiliate may desire to lease other available space in the Building.

16.05 Curative Action. If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right, but not the obligation, to perform any such obligation. Tenant shall reimburse Landlord for the cost of such performance upon demand, together with an administrative charge equal to ten percent (10%) of the cost of the work performed by Landlord.

16.06 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by a statute or law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage which Landlord has suffered.

16.07 Late Charges and Fees. If Tenant does not pay any Rent when due hereunder, then without notice and in addition to all other remedies hereunder, Tenant shall pay to Landlord an administration fee in the amount of four percent (4%) of the unpaid Rent, plus interest on such unpaid amount at the rate of one and one half percent (1.5%) per month from the date such amount was due until the date paid (which interest, as accrued to date, shall be payable from time to time upon Landlord's demand); provided, however, in no event shall such interest exceed the maximum amount permitted to be charged by applicable law. Notwithstanding the foregoing, Tenant shall be entitled to a grace period of five (5) days for the first late payment of Rent in any twelve-(12)-month period prior to the imposition of the foregoing amounts. In addition, Tenant shall pay to Landlord a reasonable fee for any checks returned by Tenant's bank for any reason.

16.08 Enforcement Costs. Tenant shall pay to Landlord, as Additional Rent, the costs and expenses, including reasonable attorneys' fees, incurred in enforcing any obligations of Tenant under this Lease with which Tenant has failed to comply.

16.09 General. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at law or in equity. Without limiting the generality of the foregoing, in addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by court order of the violation or attempted or threatened violation of any of the provisions of this Lease or of applicable Law or to a decree compelling specific performance of any such provisions.

17. Limitation of Liability.

17.01 Landlord's Liability. Tenant agrees from time to time to look only to Landlord's interest in the Building for satisfaction of any claim against Landlord hereunder or under any other instrument related to the Lease (including any separate agreements among the parties and any notices or certificates delivered by Landlord) and not to any other property or assets of Landlord. If Landlord from time to time transfers its interest in the Building (or part thereof which includes the Premises), then from and after each such transfer Tenant shall look solely to the interests in the Building of each of Landlord's transferees for the performance of all of the obligations of Landlord hereunder (or under any related instrument). The obligations of Landlord shall not be binding on any direct or indirect partners (or members, trustees or beneficiaries) of Landlord or of any successor, individually, but only upon Landlord's or such successor's interest in the Building, it being specifically agreed that neither Landlord, nor any successor holder of Landlord's interest hereunder, nor any beneficiary of any trust of which any person from time to time holding Landlord's interest is trustee, nor any such trustee, nor any member, manager, partner, director or stockholder nor Landlord's managing agent shall ever be personally liable hereunder. If Landlord shall refuse or fail to provide any consent or approval for any matter for which Landlord's consent

or approval is required under this Lease or is otherwise requested by Tenant, Landlord shall not be liable for damages as a result thereof, and Tenant's sole remedy to enforce any alleged obligation of Landlord to provide such consent or approval shall be an action for specific performance, injunction, or declaratory relief.

17.02 Assignment of Rents.

(a) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

(b) In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser. For all purposes, such seller-lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor.

(c) Except as provided in paragraph (b) of this Section 17.02, in the event of any transfer of title to the Property by Landlord, Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder. Tenant hereby agrees to enter into such agreements or instruments as may, from time to time, be requested in confirmation of the foregoing.

17.03 Landlord Default. In the event Tenant alleges that Landlord is in default under any of Landlord's obligations under this Lease, Tenant agrees to give any Mortgagee (as defined in Section 20), by registered mail, a copy of any notice of default which is served upon the Landlord, provided that prior to such notice, Tenant has been notified, in writing (whether by way of notice of an assignment of lease, request to execute an estoppel letter, or otherwise), of the address of any such Mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided by law or such additional time as may be provided in this Lease or such notice to Landlord, such Mortgagee shall have a period of thirty (30) days after the last date on which Landlord could have cured such default within which such Mortgagee will be permitted, but not be obligated, to cure such default. If such default cannot be cured within such thirty-(30)-day period, then such Mortgagee shall have such additional time as may be necessary to cure such default, if prior to the end of such thirty-(30)-day period such Mortgagee has commenced and is diligently pursuing such cure or the remedies under the Mortgage necessary for Mortgagee to be able to effect such cure, in which event Tenant shall have no right with respect to such default while such cure and remedies are being diligently pursued by such Mortgagee. Except as may be expressly provided in this Lease, in no event shall Tenant have the right to terminate the Lease nor shall Tenant's obligation to pay Gross Rent or other charges under this Lease abate based upon any default by Landlord of its obligations under the Lease. In no event shall Landlord or any Landlord Related Party ever be liable to Tenant for loss of profits, loss of business, or indirect or special or consequential or punitive damages from whatever cause.

18. [Intentionally Deleted].

19. Holding Over.

Notwithstanding anything to the contrary, provided that Tenant has given Landlord written notice at least six (6) months prior to the then-scheduled expiration of the Term, Landlord hereby agrees that, so long as Tenant is not in Default under this Lease, Tenant may continue to occupy the Premises on the same terms and conditions of this Lease on a month-to-month basis, for up to an additional six (6) months after the then-scheduled expiration of the Term, which month-to-month tenancy may be canceled as of the end of any calendar month upon not less than thirty (30) days' prior written notice by Landlord or Tenant to the other party.

If Tenant fails to surrender all or any part of the Premises at the expiration or earlier termination of this Lease (including any month-to-month tenancy pursuant to the above), any such occupancy of all or any part of the Premises after such expiration or termination shall be that of a tenancy at sufferance. Any such occupancy after such expiration or termination shall be subject to all the terms and provisions of this Lease, except that Tenant shall pay an amount for such occupancy equal to 150% of the Gross Rent due for the month immediately preceding the holdover, prorated on a per diem basis. No holdover by Tenant or payment by Tenant after the expiration or earlier termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise, and Tenant shall be considered to be a tenant at sufferance during any such holdover period.

20. Surrender of Premises.

At the expiration or earlier termination of this Lease or Tenant's right of possession hereunder, Tenant shall remove all Tenant's Property from the Premises, remove all Required Removables (if any) under Section 8.03, remove all signage installed by or on behalf of Tenant, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. Tenant shall repair any damage caused by the installation or removal of Tenant's Property or Required Removables or Tenant's signage. If Tenant fails to remove any of Tenant's Property or to restore or repair the Premises to the required condition as provided herein upon the expiration of the Term of this Lease (or, as applicable, within two (2) days after any earlier termination of this Lease or Tenant's right to possession hereunder), then Landlord, at Tenant's sole cost and expense, shall be entitled, but not obligated, to remove and store Tenant's Property and/or perform such restoration or repair of the Premises. Landlord shall not be responsible for the value, preservation, or safekeeping of Tenant's Property, and Tenant shall pay to Landlord, upon demand, the expenses and storage charges so incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within thirty (30) days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord or Landlord may dispose of Tenant's Property in any manner Landlord deems appropriate.

21. Subordination; Estoppel Certificate.

21.01 Subordination to Mortgages. This Lease is and shall be subject and subordinate to any mortgage(s), deed(s) of trust, deeds to secure debt, or other lien(s) now or subsequently arising upon the Premises, the Building or the Property or Landlord's leasehold interest therein, and to all renewals, modifications, refinancings, and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from Landlord or a Mortgagee, Tenant shall execute a subordination agreement in favor of the Mortgagee in such Mortgagee's standard form, with such commercially reasonable changes as Tenant may request that are acceptable to Mortgagee for other comparable leases in the Building or Park. As an

alternative, any Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. In the event Mortgagee enforces its rights under the Mortgage, Tenant, at Mortgagee's option, will attorn to Mortgagee or its successor; provided, however, that Mortgagee or its successor shall not be liable for or bound by (i) any payment of any Rent installment which may have been made more than thirty (30) days before the due date of such installment, (ii) any act or omission of or default by Landlord under this Lease (but Mortgagee, or such successor, shall be subject to the continuing obligations of landlord under the Lease arising from and after such succession, but only to the extent of Mortgagee's, or such successor's, interest in the Property as provided in Section 17), (iii) any credits, claims, setoffs or defenses which Tenant may have against Landlord, or (iv) any obligation under this Lease to maintain a fitness facility at the Building, if any. Tenant, upon the reasonable request by Mortgagee or such successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

21.02 Modification of Lease. If any Mortgagee requires a modification of this Lease, which modification will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are reasonably required therefor and to deliver the same to Landlord within ten (10) Business Days following a request therefor. At the request of Landlord or any Mortgagee, Tenant agrees to execute a short form of this Lease and deliver the same to Landlord within ten (10) Business Days following the request therefor.

21.03 Estoppel Certificate. Tenant shall, within ten (10) days after receipt of a written request, execute and deliver a commercially reasonable estoppel certificate addressed to Landlord and any parties reasonably requested by Landlord, such as a current or prospective Mortgagee or purchaser of the Building. Without limitation, such estoppel certificate may include a certification as to the status of this Lease and any particular obligations thereunder, the existence of any defaults, and the amount of Rent that is then due and payable.

21.04 Tenant Information. Upon Landlord's request from time to time, Tenant shall provide to Landlord the financial statements for Tenant and any guarantor for its most recent fiscal year and fiscal quarter. Financial statements for each fiscal year shall be prepared and certified by a certified public accountant; financial statements for each quarter shall be prepared and certified by Tenant's or any guarantor's chief financial officer. If requested by Tenant, such financial statements shall be furnished pursuant to a confidentiality agreement in a form reasonably provided by Landlord for such purpose.

22. Miscellaneous.

22.01 Notice of Lease. Tenant shall not record this Lease or any memorandum or notice without Landlord's prior written consent in Landlord's sole discretion; provided, however, that Landlord agrees to consent to the recording of a memorandum or notice of this Lease, at Tenant's cost and expense and in a form reasonably satisfactory to Landlord, if the initial term of this Lease together with any extension terms granted hereunder (if any) exceed, in the aggregate, the applicable statutory period for notice of leases in the state in which the Building is located. If this Lease is terminated before the Term expires, upon Landlord's request the parties shall execute, deliver and record an instrument acknowledging such termination date of this Lease, and Tenant appoints Landlord its attorney-in-fact in its name and behalf to execute the instrument if Tenant shall fail to execute and deliver the instrument after Landlord's request therefor within ten (10) days.

22.02 Entire Agreement; No Oral Modification. This Lease, including the Exhibits and Addendum attached hereto, contains all of the agreements and understandings between Landlord and Tenant with respect to the Premises and supersedes all prior writings and dealings between them with

respect thereto, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be amended only by a writing signed by all of the parties hereto.

22.03 Governing Law, Etc. This Lease shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state or commonwealth. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. The titles are for convenience only and shall not be considered a part of the Lease. Where the phrases “persons acting under Tenant” or “persons claiming under Tenant” or similar phrases are used, such persons shall include subtenants, sub-subtenants, and licensees, and all employees, agents, independent contractors and invitees of Tenant or of such other parties. The enumeration of specific examples of or inclusions in a general provision shall not be construed as a limitation of the general provision. If Tenant is granted any extension option, expansion option, or other right or option, the exercise of such right or option (and notice thereof) must be irrevocable to be effective, time always being of the essence to the exercise of such right or option; and if Tenant purports to condition the exercise of any option or to vary its terms in any manner, then the option granted shall be void and the purported exercise shall be ineffective. Unless otherwise stated herein, any consent or approval required hereunder may be given or withheld in the sole absolute discretion of the party whose consent or approval is required. Nothing herein shall be construed as creating the relationship between Landlord and Tenant of principal and agent, or of partners or joint venturers, or any relationship other than landlord and tenant. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all such parties and entities, any requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities, and notices to any one person or entity comprising Tenant shall be deemed to have been given to all such persons and entities. Tenant’s covenants contained in this Lease are independent and not dependent, and Tenant hereby waives the benefit of any statute or judicial law to the contrary. Tenant’s obligation to pay Rent shall not be discharged or otherwise affected by any law or regulation now or hereafter applicable to the Premises, or any other restriction on Tenant’s use, or (except as expressly provided in this Lease) any casualty or taking, or any failure by Landlord to perform any covenant contained herein, or any other occurrence; and no termination or abatement remedy that is not expressly provided for in this Lease for any breach or failure by Landlord to perform any obligation under this Lease shall be implied or applicable as a matter of law.

22.04 Representations. Tenant represents and warrants to Landlord, and agrees, that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that the entity(ies) or individual(s) constituting Tenant or any guarantor, or which may own or control Tenant or any guarantor, or which may be owned or controlled by Tenant or any guarantor, or any of Tenant’s or any guarantor’s affiliates, or any of their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, representatives or agents are not and at no time will be (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, known as Executive Order 13224), or other governmental action and Tenant will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

22.05 Waiver of Trial by Jury; No Other Waiver. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Landlord's acceptance of Rent with knowledge of a default by Tenant, shall constitute a waiver of the default, nor shall it constitute an estoppel. The delivery of keys to Landlord or to Landlord's property manager shall not operate as a termination of this Lease or a surrender of the Premises.

22.06 Time Periods. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, supply chain delays, shortages of labor or materials, war, terrorist acts, governmental Laws, regulations, mandates or restrictions, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure").

22.07 Transfer of Landlord's Interest in the Property. Landlord shall have the right from time to time to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and its interest in the Building and Property. Upon transfer, Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, to the extent that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease from and after the date of the transfer.

22.08 Submission. The submission of this Lease to Tenant or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease, and no legal obligations shall arise with respect to the Premises or other matters herein unless and until such time as this Lease is executed and delivered by Landlord and Tenant and approved by the holder of any mortgage on the Building having the right to approve this Lease.

22.09 Brokers. Landlord and Tenant each represents that it has dealt directly with and only with the Broker (described in Section 1) as a broker, agent or finder in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any brokers, agents or finders claiming to have represented Tenant in connection with this Lease other than the Broker. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers, agents or finders claiming to have represented Landlord in connection with this Lease other than the Broker. Landlord shall pay the Broker any commission due in connection with this Lease in accordance with a separate agreement between Landlord and the Broker.

22.10 Survival. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations that accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

22.11 Quiet Enjoyment. This Lease is subject to all easements, restrictions, agreements, and encumbrances of record to the extent in force and applicable. Landlord covenants that Tenant, on paying the Rent and performing the tenant obligations in this Lease, shall peacefully and quietly have, hold and enjoy the Premises, free from any claim by Landlord or persons claiming under Landlord, but subject to all of the terms and provisions hereof, provisions of Law, and rights of record to which this Lease is or may become subordinate. This covenant is in lieu of any other so called quiet enjoyment covenant, either express or implied. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

22.12 Reservations. This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Landlord reserves the right, from time to time, to make changes to the Park, Property, Building and Common Areas as Landlord deems appropriate, including constructing new buildings and demolishing or renovating existing buildings. Without limiting the generality of the foregoing, Landlord may expand the Park beyond its present boundaries and/or add new buildings to the Park. Wherever this Lease requires Landlord to provide a customary service or to act in a reasonable manner (whether in incurring an expense, establishing a rule or regulation, providing an approval or consent, or performing any other act), this Lease shall be deemed also to provide that whether such service is customary or such conduct is reasonable shall be determined by reference to the practices of owners of buildings that (i) are comparable to the Building in size, age, class, quality and location, and (ii) at Landlord's option, have been, or are being prepared to be, certified under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system or a similar rating system.

22.13 REIT Provisions. Tenant and Landlord intend that all amounts payable by Tenant to Landlord shall qualify as "rents from real property," and will otherwise not constitute "unrelated business taxable income" or "impermissible tenant services income," all within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code") and the U.S. Department of Treasury Regulations promulgated thereunder (the "Regulations"). In the event that Landlord determines that there is any risk that any amount payable under this Lease may not qualify as "rents from real property", will otherwise constitute "impermissible tenant services income" within the meaning of Section 856(d) of the Code and the Regulations, or will otherwise jeopardize Landlord's status as a real estate investment trust under the provisions of the Code or the Regulations, Tenant agrees to (a) cooperate with Landlord by entering into such amendment or amendments as Landlord deems necessary to qualify all amounts payable under this Lease as "rents from real property" or to maintain Landlord's status as a real estate investment trust, and (b) permit (and, upon request, to acknowledge in writing) an assignment of the obligation to provide certain services under the Lease, and, upon request, to enter into direct agreements with the parties furnishing such services (which shall include, but not be limited to, a taxable REIT subsidiary of Landlord). Notwithstanding the foregoing, Tenant shall not be required to take any action pursuant to the preceding sentence (including, if so requested, acknowledging in writing an assignment of services pursuant thereto) if such action would result in (i) Tenant incurring more than de minimis additional liability under this Lease, or (ii) more than a de minimis negative change in the quality or level of Building operations or services rendered to Tenant under this Lease. For the avoidance of doubt: (A) if Tenant does not acknowledge in writing an assignment for which acknowledgment in writing was requested as described in clause (b) above (it being agreed that Tenant shall not unreasonably withhold, condition or delay such acknowledgment so long as the criteria in clauses (i) and (ii) hereinabove are satisfied), then Landlord shall not be released from liability under this Lease with respect to the services so assigned; and (B) nothing in this Section shall limit or otherwise affect Landlord's ability to assign its entire interest in this Lease to any party as part of a conveyance of Landlord's ownership interest in the Building.

22.14 ERISA. Upon execution of this Lease, and periodically thereafter as requested by Landlord, Tenant agrees to provide Landlord with such information that is readily available to Tenant and not restricted from disclosure pursuant to binding contractual confidentiality obligations as Landlord may reasonably require in order to evaluate the compliance of this Lease and related transactions with the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Tenant will not use the assets of an employee benefit plan as defined in Section 3(3) of ERISA and covered under Title I, Part 4 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, in the performance, discharge or satisfaction of any of its obligations under this Lease such that it would constitute a "prohibited transaction" under ERISA. Notwithstanding any provision of the Lease to the contrary, Tenant shall not assign this Lease or sublease all or any portion of the Premises unless (i) such

assignee or subtenant delivers to Landlord a certification (in form and content satisfactory to Landlord) with respect to the status of such assignee or subtenant (and any guarantor of such assignee's or subtenant's obligations) as a party in interest and a disqualified person, as provided above; and (ii) such assignee or subtenant undertakes not to take any action that would cause the Lease to constitute a non-exempt prohibited transaction under ERISA.

Notwithstanding any provision of this Lease to the contrary, Tenant shall not (i) sublease all or any portion of the premises under a sublease in which the rent is based upon the net income or net profits of any person or (ii) enter into any other transaction with respect to the Lease or the Premises such that the revenues to be received by Landlord from time to time in connection with the Lease would, as a result of such transaction, be subject to Unrelated Business Income Tax under Section 511 through 514 of the Internal Revenue Code of 1986, as amended.

Tenant agrees that it shall incorporate these requirements in any sublease of the Premises.

22.15 Execution. This Lease may be executed in one or more counterparts and, when executed by each party, shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. Transmission by email of a pdf copy of the signed counterpart of the Lease shall be deemed the equivalent of the delivery of the original, and any party so delivering a pdf copy of the signed counterpart of the Lease by email transmission shall in all events deliver to the other party an original signature promptly upon request.

On or before the Effective Date, Landlord shall deliver a certificate of tax compliance in accordance with M.G.L. c.62C, §49A and a disclosure of beneficial interests in accordance with M.G.L. c.7, §40J, in the forms attached hereto as Exhibit B

22.16 Consents. Notwithstanding anything to the contrary herein, Tenant acknowledges that the whenever this Lease requires Landlord's consent or approval for any matter, (a) in order to be effective, so consent or approval shall be in writing and (b) to the extent that, in accordance with the terms of any Mortgage (or the loan documents secured thereby), Landlord must obtain any Mortgagee's consent or approval for such matter, it shall not be unreasonable for Landlord to withhold such consent or approval if Landlord is unable to obtain any Mortgagee's consent or approval for such matter or the Mortgagee seeks to condition such consent or approval on terms that are not acceptable to Landlord in its sole discretion.

[Signatures on Following Page]

Landlord and Tenant have executed this Lease as a sealed Massachusetts instrument in two or more counterparts as of the Effective Date of this Lease set forth above.

LANDLORD:

**24 HARTWELL OWNER LLC,
a Delaware limited liability company**

By: _____
Name:
Title:

TENANT:

TOWN OF LEXINGTON

By: _____
Name:
Title:

EXHIBIT A-1

DESCRIPTION OF PROPERTY

This Exhibit is attached to and made a part of the Lease Agreement (the "Lease") by and between **24 HARTWELL OWNER LLC** ("Landlord"), and **TOWN OF LEXINGTON** ("Tenant"), for space in the Building located at 24 Hartwell Avenue, Lexington, Massachusetts.

TRACT II: 24 HARTWELL AVENUE:

The land with the buildings thereon situated in Lexington, Middlesex County, Massachusetts, in two (2) parcels, being more particularly bounded and described as follows:

Parcel I:

The land with the buildings thereon situated in Lexington, Middlesex County, Commonwealth of Massachusetts, shown as Lot 5A on a plan of land entitled, "Plan of Land in Lexington, Mass.," prepared by Albert A. Miller and Wilbur C. Nylander, Civil Engineers & Surveyors, dated August 22, 1977, recorded with the Middlesex South District County Registry of Deeds as [Plan No. 1120 of 1977 in Plan Book 13301, Page 686](#).

LESS AND EXCEPT from the above-referenced Lot 5A, that parcel of land shown as Lot A-2 on that certain plan of land entitled, "Plan of Land in Lexington, Mass. (Middlesex County)," for Colangelo & MBZ Lexington Trust, prepared by Joseph W. Moore Co., dated June 22, 1979, recorded with the Middlesex South District County Registry of Deeds as [Plan No. 7 of 1980 in Plan Book 13872, Page End](#).

The above-referenced Lot 5A on said [Plan No. 1120 of 1977 in Plan Book 13301, Page 686](#), less and except Lot A-2 on said [Plan No. 7 of 1980 in Plan Book 13872, Page End](#), is also described as follows:

A certain parcel of land in said Lexington, shown as Lot 5A on a certain plan of land entitled, "Plan of Land in Lexington, Mass. (Middlesex County)," for Colangelo & MBZ Lexington Trust, prepared by Joseph W. Moore Co., dated June 22, 1979, recorded with the Middlesex South District County Registry of Deeds as [Plan No. 7 of 1980 in Plan Book 13872, Page End](#), being more particularly bounded and described as follows:

Northwesterly, by the line of Hartwell Avenue, three hundred forty and 17/100 (340.17) feet;

Northeasterly, by land now or formerly of Michael L. Colangelo and Josephine Colangelo, six hundred two and 99/100 (602.99) feet;

Southeasterly, by land now or formerly of Boston Edison Company, one hundred seventy-two and 12/100 (172.12) feet;

Southwesterly, by land of said Boston Edison Company, thirty-one and 70/100 (31.70) feet;

Southeasterly, by land now or formerly of the Town of Lexington, one hundred fifty and no/100 (150.00) feet;

Northeasterly, by land of said Boston Edison Company, twenty-one and 24/100 (21.24) feet;

Southeasterly, by land of said Boston Edison Company, by two (2) courses measuring respectively fifteen and 01/100 (15.01) feet, and two hundred seventy and 38/100 (270.38) feet;

Southwesterly, by land of owners unknown by two courses measuring respectively eighty-three and 29/100 (83.29) feet and seventy-one and 75/100 (71.75) feet;

Northwesterly, by Lot A-2 as shown on said Plan, one hundred thirty-eight and 95/100 (138.95) feet;

Southwesterly, by said Lot A-2, two hundred fifty-six and 85/100 (256.85) feet;

Northwesterly, by Lot 5B as shown on said Plan, by two courses measuring fifty-four and 02/100 (54.02) feet respectively;

Southeasterly,

Southerly and

Southwesterly, by said Lot 5-B by five courses measuring respectively sixty-six and 14/100 (66.14) feet, eighty-six and 06/100 (86.06) feet; sixty-one and 41/100 (61.41) feet, sixty-five and 45/100 (65.45) feet, and sixty-two and 83/100 (62.83) feet.

Said Lot 5A contains 6.21 +/- acres, according to said Plan.

Parcel II:

A certain parcel of land in said Lexington, shown as Lot 5B on a certain plan of land entitled, "Plan of Land in Lexington, Mass. (Middlesex County)," for Colangelo & MBZ Lexington Trust, prepared by Joseph W. Moore Co., dated June 22, 1979, recorded with the Middlesex South District County Registry of Deeds as [Plan No. 7 of 1980 in Plan Book 13872, Page End](#), being more particularly bounded and described as follows:

Northwesterly, by the line of Hartwell Avenue, N 39° 06' 11" E, seventy-two and no/100 (72.00) feet;

Northeasterly, by Lot 5A as shown on said Plan by a curved line sixty-two and 83/10 (62.83) feet in length having a radius of forty and No/100 (40.00) feet;

Northeasterly, by said Lot 5A, S 50° 53' 49" E, sixty-five and 45/100 (65.45) feet;

Northeasterly, by said Lot 5A by a curved line sixty-one and 41/100 (61.41) feet in length having a radius of three hundred sixty and No/100 (360.00) feet;

Northeasterly, by said Lot 5A, S 60° 40' 15" E, eighty-six and 06/100 (86.06) feet;

Northerly by said Lot 5A by a curved line sixty-six and 14/100 (66.14) feet in length having a radius of forty and No/100 (40.00) feet;

Southeasterly, by said Lot 5A by a curved line forty-eight and 73/100 (48.73) feet in length having a radius of four hundred twenty and 35/100 (420.35) feet;

Southeasterly, by said Lot 5A, S 31° 13' 40" W, fifty-four and 02/100 (54.02) feet;

Southwesterly, by Lot A-1 as shown on said Plan, N 50° 53' 49" W, three hundred and 15/100 (300.15) feet to the point of beginning.

Said Lot 5-B contains 12,428 +/- square feet according to said Plan.

EXHIBIT A-2

OUTLINE AND LOCATION OF PREMISES

This Exhibit is attached to and made a part of the Lease Agreement (the "Lease") by and between **24 HARTWELL OWNER LLC** ("Landlord"), and **TOWN OF LEXINGTON** ("Tenant"), for space in the Building located at 24 Hartwell Avenue, Lexington, Massachusetts.

Exhibit A-2 is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. The depiction of interior windows, cubicles, modules, furniture and equipment in this Exhibit is for illustrative purposes only, but does not mean that such items exist. Landlord is not required to provide, install or construct any such items. It does not in any way supersede any of Landlord's rights set forth in the Lease with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to be scaled; any measurements or distances shown should be taken as approximate. The inclusion of elevators, stairways electrical and mechanical closets, and other similar facilities for the benefit of occupants of the Building does not mean such items are part of the Premises.

[To Be Provided]

EXHIBIT B

REQUIRED LANDLORD FORMS

TAX COMPLIANCE CERTIFICATION

Pursuant to MGL Ch. 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.

Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

Telephone Number: _____ FAX Number:

Email Address:

Signature for Individual

Date

Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Ch. 156D § 15.03?

YES

NO

Not Applicable

If you are selected for this work, you are required, under MGL Ch. 30 § 391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Westborough before award.

DISCLOSURE OF BENEFICIAL INTEREST IN REAL PROPERTY TRANSACTION

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operation, as required by M.B.L. c. 7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

- 1. Public agency involved in this transaction: Town of Lexington
- 2. Complete legal description of the property: See attached Schedule 1
- 3. Type of transaction: Lease
- 4. Lessor(s): 24 Hartwell Owner LLC

Lessee(s): Town of Lexington

- 5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Note: *If a corporation has, or will have a direct, or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.*

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

- 5. (Continued)

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts or is an employee of the Division of Capital Asset Management and Maintenance, except as noted below:

Name

Title or position

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset management and Maintenance within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

Schedule 1

Legal Description of the Property

EXHIBIT C

PLAN SHOWING DELIVERY CONDITION WORK

[TO BE ATTACHED]

EXHIBIT D

COMMENCEMENT LETTER

(EXAMPLE)

Date _____
Tenant _____
Address _____

Re: Commencement Letter with respect to that certain Lease dated as of _____, 202_, by and between **24 HARTWELL OWNER LLC**, as Landlord, and **TOWN OF LEXINGTON**, as Tenant, for 22,009 usable square feet on the third (3rd) floor of the Building B portion of the building located at 24 Hartwell Avenue, Lexington, Massachusetts.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and acknowledges:

1. The Term Commencement Date of the Lease is _____. The Gross Rent Commencement Date of the Lease is _____.
2. The Term Expiration Date of the Lease is _____.

Please acknowledge the foregoing and your acceptance of possession by signing all 3 counterparts of this Commencement Letter in the space provided and returning two (2) fully executed counterparts to my attention. Tenant's failure to execute and return this letter, or to provide written objection to the statements contained in this letter, within thirty (30) days after the date of this letter shall be deemed an approval by Tenant of the statements contained herein.

Sincerely,

Authorized Signatory

Acknowledged and Accepted:

Tenant: **TOWN OF LEXINGTON**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

BUILDING RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Lease Agreement (the "Lease") by and between **24 HARTWELL OWNER LLC** ("Landlord"), and **TOWN OF LEXINGTON** ("Tenant"), for space in the Building located at 24 Hartwell Avenue, Lexington, Massachusetts.

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.

2. Plumbing fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises, whether on multi-tenant or single-tenant floors, shall be subject to Landlord's prior approval in writing and shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.

4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants and no other directory shall be permitted unless previously consented to by Landlord in writing.

5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right at all times to retain and use keys or other access codes or devices to all locks within and into the Premises. A reasonable number of keys and/or access cards to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost and Tenant shall not make any duplicate keys or access cards. All keys and access cards shall be returned to Landlord at the expiration or early termination of the Lease.

6. All contractors, contractor's representatives and installation technicians performing work in the Building and all third party vendors providing services to tenants or other occupants in the Building (such as special event caterers and liquor providers) shall be subject to Landlord's prior approval (which approval shall not be unreasonably withheld), shall be required to provide customary certificates of insurance (in form and substance reasonably approved by Landlord for the applicable work or service and naming Landlord and other designated parties as additional insureds), and shall comply with Landlord's

standard rules, regulations, policies and procedures, which may be revised from time to time. Landlord has no obligation to allow any particular telecommunication service provider to have access to the Building or to the Premises. If Landlord permits access, Landlord may condition the access upon the payment to Landlord by the service provider of fees assessed by Landlord in Landlord's sole discretion.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be performed in a manner and restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, including the names of any contractors, vendors or delivery companies, which approval shall not be unreasonably withheld. Tenant shall assume all risk for damage, injury or loss in connection with the activity.

8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld; provided that approval by Landlord shall not relieve Tenant from liability for any damage in connection with such heavy equipment or articles.

9. Corridor doors, when not in use, shall be kept closed.

10. Tenant shall not: (a) make or permit any improper, objectionable or unpleasant noises, odors, or vibrations in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (b) solicit business or distribute or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (c) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, other than any service animals required for particular individuals, shall be brought into the Building or kept in or about the Premises.

12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws. Tenant shall not, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq., M.G.L. c. 21C, M.G.L. c. 21E or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purpose.

14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent (which consent may be withheld in Landlord's sole discretion) for the work to resume. Tenant shall have no claim for damages against

Landlord or any of the Landlord Related Parties nor shall the Term Commencement Date of the Term be extended as a result of the above actions.

15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.

17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.

18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, their occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

19. Landlord shall have the right to prohibit the use of the name of the Building, any photographs or other graphic representations of the Building, or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

20. The Building is a non-smoking building. Neither Tenant nor its employees, contractors, agents, guests, or invitees shall smoke or permit smoking of (i) any form of tobacco-related products (including, but not limited to pipes, cigars, cigarettes and similar products), (ii) vaporized products via electronic cigarettes (or any similar products and technological evolutions or innovations thereof), or (iii) any other plant-based or synthetic products which emit substances into the air at any time either in the Premises, in any other part of the Building, around the entrances to the Building, or in any other exterior area of the Property. Notwithstanding the foregoing, Landlord may, at its election in its sole discretion from time to time, designate any exterior area of the Property (if any) as a permitted smoking area of tobacco-related products.

21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

22. Deliveries to and from the Premises shall be made only at the times in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

23. The cleaning work of cleaning personnel shall not be hindered by Tenant.

EXHIBIT F

ADDITIONAL PROVISIONS

This Exhibit is attached to and made a part of the Lease Agreement (the “Lease”) by and between **24 HARTWELL OWNER LLC** (“Landlord”), and **TOWN OF LEXINGTON** (“Tenant”), for space in the Building located at 24 Hartwell Avenue, Lexington, Massachusetts.

1. Parking.

- i. During the Term, Tenant shall have the right to use, on a first-come, first-served basis, up to one hundred (100) unreserved surface parking spaces (the “Spaces”) located on the Property and serving the Building (the “Parking Facilities”).
- ii. Except for particular spaces and areas designated by Landlord or any operator of the Parking Facilities (the “Operator”) for reserved parking, all parking in the Parking Facilities shall be on an unreserved, first-come, first-served basis.
- iii. Neither Landlord nor the Operator shall be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Parking Facilities regardless of whether such loss or theft occurs when the Parking Facilities or other areas therein are locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Parking Facilities or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Spaces shall be at the sole risk of Tenant and its employees.
- iv. Landlord or its Operator shall have the right from time to time to designate the location of the Spaces and to promulgate reasonable rules and regulations regarding the Parking Facilities, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations and all reasonable additions and amendments thereto.
- v. Tenant shall not store or permit its employees to store any automobiles in the Parking Facilities without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole discretion. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Parking Facilities or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facilities overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.
- vi. Landlord or the Operator shall have the right to temporarily close the Parking Facilities or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Facilities.

- vii. Tenant shall not assign or sublease any of the Spaces without the consent of Landlord in Landlord's sole discretion. Landlord shall have the right to terminate Tenant's parking rights with respect to any Spaces that Tenant desires to sublet or assign.
- viii. Landlord may elect to provide parking cards or keys to control access to the Parking Facilities. In such event, Landlord shall provide Tenant with one card or key for each Space that Tenant is leasing hereunder, provided that Landlord shall have the right to require Tenant or its employees to place a deposit on such access cards or keys and to pay a fee for any lost or damages cards or keys.

2. Hazardous Materials.

(a) Hazardous Materials. As used herein, the term "Hazardous Materials" shall mean any wastes, materials or substances (whether in the form of liquids, solids, aerosols or gases, and whether or not air-borne), specifically including live organisms, viruses and fungi, medical waste and so-called "bio-hazard" materials, which are or are deemed to be (i) pollutants or contaminants, or which are or are deemed to be hazardous, toxic, ignitable, reactive, corrosive, infectious, dangerous, harmful or injurious, or which present a risk to public health or to the environment, or which are or may become regulated by or under the authority of any applicable local, state (including, without limitation, Chapter 21E of the General Laws of the Commonwealth of Massachusetts and 780 CMR 307) or federal laws, judgments, ordinances, orders, rules, regulations, codes or other governmental restrictions, guidelines or requirements, any amendments or successor(s) thereto, replacements thereof or publications promulgated pursuant thereto, including, without limitation, any such items or substances which are or may become regulated by any of the Environmental, Health and Safety Laws (as hereinafter defined); (ii) listed as a chemical known to the Commonwealth of Massachusetts to cause cancer or reproductive toxicity; or (iii) a pesticide, petroleum, including crude oil or any fraction thereof, asbestos or an asbestos-containing material, a polychlorinated biphenyl, radioactive material, urea formaldehyde, biohazard material, mold, fungus, virus, living organisms or other medical waste.

(b) Environmental, Health and Safety Laws. In addition to the laws referred to in Section 4(a) above, the term "Environmental, Health and Safety Laws" shall be deemed to include, without limitation, 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. Section 9601 et seq., the Emergency Planning and Community Right to Know Act (EPCRTKA) 42 U.S.C. § 11001-11050 and all local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes and other governmental restrictions, guidelines and requirements, any amendments and successors thereto, replacements thereof and publications promulgated pursuant thereto, which deal with or otherwise in any manner relate to, Hazardous Materials, air or water quality, air emissions, soil or ground conditions, environmental, health and safety, including, but not limited to, industrial hygiene, soil, water, or environmental conditions or other environmental, health and safety matters of any kind.

(c) No Use of Hazardous Materials. Tenant agrees that during the Term of this Lease, there shall be no use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release, or threatened release of Hazardous Materials on, from or under the Premises, the Building or the Property (individually and collectively, "Hazardous Use") except for products containing small quantities of Hazardous Materials to the extent customary and necessary for the use of the Premises for general office purposes, provided that such Hazardous Materials are stored, used and disposed of in strict compliance with all applicable Environmental, Health and Safety Laws.

(d) Compliance. During the Term of this Lease, Tenant, at its sole cost and expense, shall comply with, and shall not be in violation of, any Environmental, Health and Safety Laws.

(e) Inspection and Testing by Landlord. Landlord shall have the right at all times during the term of this Lease to (i) inspect the Premises and to (ii) conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this Section. Except in case of emergency, Landlord shall give reasonable notice to Tenant before conducting any inspections, tests, or investigations. The cost of all such inspections, tests and investigations shall be borne by Tenant if Tenant is in breach of Section 2 or other provisions of the Lease governing Hazardous Materials. Neither any action nor inaction on the part of Landlord pursuant to this 2(e) shall be deemed in any way to release Tenant from, or in any way modify or alter, Tenant's responsibilities, obligations, and/or liabilities incurred pursuant to this Section 2.

(f) Tenant shall indemnify, hold harmless, and, at Landlord's option (with such attorneys as Landlord may approve in advance and in writing), defend Landlord and Landlord's officers, directors, shareholders, partners, members, managers, employees, contractors, property managers, agents and mortgagees and other lien holders, from and against any and all Losses (including without limitation, any costs of cleanup, remediation, removal and restoration) arising from or related to: (a) any violation or alleged violation by Tenant or any of Tenant's Parties of any of the requirements, ordinances, statutes, regulations or other laws referred to in this Section 2, including, without limitation, the Environmental, Health and Safety Laws; or (b) any breach of the provisions of this Section 2 by Tenant or any of Tenant's Parties. The indemnification of Landlord by Tenant includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises based upon the circumstances identified in the first sentence of this subsection (f). The indemnification and hold harmless obligations of Tenant under this subsection (f) shall survive any termination of this Lease.

3. Building Certifications. Tenant acknowledges that Landlord may elect, in Landlord's sole discretion, to (a) implement energy efficient and environmentally sustainable practices (collectively, the "Sustainability Initiative") and/or (b) pursue an environmental sustainability monitoring and certification program such as Energy Star, Green Globes-CIEB, Leadership in Energy and Environmental Design ("LEED"), or similar programs ("Green Certification") or other building certifications, such as International WELL Building Institute WELL Building ("WELL Certification") and WiredScore ("Wired Certification") (all of the foregoing collectively, "Building Certifications"). Tenant acknowledges that in order to further its Sustainability Initiative or pursue Building Certifications, Landlord may be required to provide information, including a copy of this Lease (redacted if necessary to remove confidential information) and historical and current data regarding energy use, materials, procedures and systems operation within the Building and/or Premises to the Green Building Certification Institute ("GBCI") or to another certification body or agency, in order to demonstrate compliance with various program requirements. Tenant agrees that throughout the Term of this Lease: (i) Landlord may furnish a copy of this Lease (redacted as necessary) and other information provided from Tenant to Landlord as reasonably necessary to comply with Building Certification requirements; (ii) Tenant shall cooperate in good faith to maintain and provide Landlord with historical and current data regarding energy use, materials, procedures and systems operation by Tenant or within the Premises as Landlord shall reasonably require in order to meet the Sustainability Initiative, including without limitation documentation Tenant (or its consultant or contractor) has or may submit to obtain a particular Building Certification for the Premises; and (iii) Tenant shall cooperate with Landlord and comply with the Sustainability standards including, without limitation, all monitoring and data collection, maintenance, access, documentation and reporting requirements set forth therein. Tenant will make available to Landlord, upon Landlord's request, any information in Tenant's possession or control concerning matters necessary or desirable in its efforts to obtain or maintain a particular Building Certification. Landlord's Sustainability Initiative may include, without limitation, matters addressing operations and maintenance, including, without limitation: chemical use; indoor air quality; energy efficiency; water efficiency; recycling programs; exterior maintenance programs; and systems upgrades to meet green building energy, water, indoor air quality, and lighting performance standards. Tenant's

construction and maintenance methods and procedures, material purchases, and disposal of waste shall be in compliance with minimum standards and specifications of Landlord's Sustainability Initiative as Landlord may establish from time to time, in addition to all applicable Laws. Tenant shall use proven energy and carbon reduction measures, including energy efficient bulbs in task lighting; use of lighting controls; daylighting measures to avoid overlighting interior spaces; closing shades to avoid over heating the space; turning off lights and equipment at the end of the work day; and purchasing ENERGY STAR® qualified equipment, including but not limited to lighting, office equipment, commercial and residential quality kitchen equipment, vending and ice machines; and/or purchasing products certified by the U.S. EPA's Water Sense® program. Before closing and leaving the Premises at any time, Tenant shall use reasonable efforts to turn off all lights, electrical appliances and mechanical equipment that are not otherwise required to remain on.

4. Negative Conditions. Tenant agrees to comply with all zoning regulations applicable to the Building and Park (“Applicable Zoning”). Tenant shall not perform any act or carry on any practice or operate any machinery or equipment which may injure the Premises or any other part of the Building, or cause any odors or vibrations, or noise, or constitute a nuisance or menace to any other occupant or other persons in the Building, and Tenant shall prevent any odors, smoke, vibration, noise, water or other objectionable emissions from emanating from the Premises and shall prevent the emanation of strong odor, smoke, vibration, noise, water or other undesirable effects which might constitute a nuisance or otherwise unreasonably interferes with the safety, comfort or convenience of Landlord or of any of the other occupants of the Building and shall not cause or permit any violation of Applicable Zoning or any applicable permits and approvals (a “Negative Condition”). Upon Landlord’s written notice to Tenant that such a Negative Condition exists, Tenant shall thereafter promptly undertake actions to remedy such Negative Condition (which actions may include the installation, operation, maintenance and inspection of odor, noise, vibration, water and/or smoke control devices, and the establishment of effective control procedures to eliminate such odors, noise, vibration, smoke, water or other objectionable emissions) within five (5) days following receipt of such notice, or such longer period of time as is reasonably necessary to remedy such Negative Condition so long as Tenant promptly undertakes to remedy any such condition and diligently and continuously pursues such remedy to completion within thirty (30) days of receipt of such notice from Landlord. Tenant shall cease the activity causing the Negative Condition upon receipt of Landlord’s notice until the Negative Condition has been remedied. The means Tenant uses to prevent such migration may include but not be limited to: (i) operating the HVAC systems, including any special exhaust systems, under negative pressure, (ii) sealing all openings in the demising walls, (iii) providing continuous waterproof base (per Landlord’s criteria) along the demising walls in the showers (if any), kitchen areas in the Premises, and (iv) placing machines or equipment in settings of cork, rubber or spring type noise and vibration eliminators. If any such Negative Condition is not so remedied, Landlord may, at its discretion either: (i) cure such Negative Condition and add any cost and expense incurred by Landlord therefor to the next installment of Gross Rent due under this Lease, and Tenant shall then pay such amount as Additional Rent hereunder, or (ii) treat Tenant’s failure to remedy such Negative Condition as a Default, entitling Landlord to any of its remedies pursuant to the terms of this Lease.

ADDENDUM

SELECTED PROPOSAL

Attached hereto is a copy of the proposal selected by the Town, the term sand provisions of which are incorporated into the Lease by reference in Section 1 of the Lease.

[Attach copy of Selected Proposal]

6398831.5

FLOOR 3 | FIT PLAN



ROOM TYPE	DESIRED	PROPOSED
BOOK STACKS	1	1
COLD STORAGE	1	1
IT	1	1
LOCKER ROOM	2	2
MEETING	2	2
OFFICE	20	20
OPEN OFFICE	1	2
PANTRY	-	1
PRINT ROOM	1	1
PRIVATE OFFICE	3	3
PRIVATE SPACE	3	1
TEMP CONTROLLED STORAGE	1	1
WELLNESS	1	1
WORKSTATIONS		
ROOM TYPE	DESIRED	PROPOSED
6'X6' WORKSTATION	-	76

24 hartwell ave
Lexington, MA

Location



CORPORATE NEIGHBORS



DRIVE TIMES BY CAR

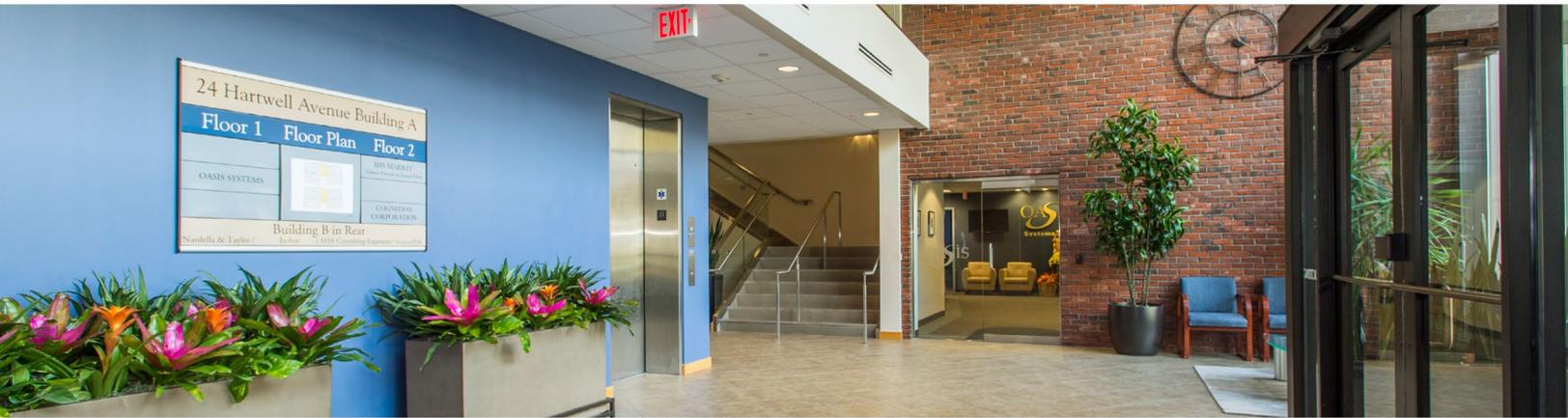
I-95	ROUTE 3	MASS PIKE	SOUTH STATION	LOGAN
2 minutes	3 minutes	12 minutes	26 minutes	27 minutes

LOCAL AMENITIES





- New Fitness & Showers
- Conference Facility
- Café
- Open-Concept Work Spaces
- 120 Space Parking Lot; Ratio of 3.5/1,000 SF
- Tenant Storage Rooms
- Outdoor Patio Seating
- Full-Height Loading Dock
- Ample Nearby Amenities
- 2 Minutes from I-95 and 3 Minutes from Route 3
- Shuttle service to Alewife



24 hartwell ave
Lexington, MA

Thank You.

Phil Dorman
Managing Principal
Greatland Realty Partners
pdorman@greatlandpartners.com

Kevin Sheehan
Managing Principal
Greatland Realty Partners
ksheehan@greatlandpartners.com

GREATLAND
REALTY PARTNERS

FORM FOR BID (PRICE PROPOSAL)
TOWN OF LEXINGTON, MASSACHUSETTS
CONTRACT #24-40

The undersigned proposes to furnish space for a Temporary Space for Town and School Facilities for the Town of Lexington for the lease price specified below.

The Town desires to enter into either a five (5) year or ten (10) year contract with the selected proposer, based on the most advantageous proposal. Please provide pricing for both.

FIVE YEAR LEASE PRICING

A. The proposed **monthly** lease payment for **year one** is:
\$ 79,263.25 dollars

B. The proposed **monthly** lease payment for **year two** is:
\$ 81,641.15 dollars

C. The proposed **monthly** lease payment for **year three** is:
\$ 84,090.38 dollars

D. The proposed **monthly** lease payment for **year four** is:
\$ 86,613.09 dollars

E. The proposed **monthly** lease payment for **year five** is:
\$ 89,211.49 dollars

F. The total proposed **FIVE YEAR** lease payment sum (A+B+C+D+E) = \$ 5,049,832.31 (in numbers)

G. The proposed monthly lease payment for the optional extension period (up to six months) is
\$ 91,887.83 dollars per month.

TEN YEAR LEASE PRICING

H. The proposed **monthly** lease payment for **year one** is:
\$ 59,983.00 dollars

I. The proposed **monthly** lease payment for **year two** is:
\$ 61,782.49 dollars

J. The proposed **monthly** lease payment for **year three** is:
\$ 63,635.96 dollars

K. The proposed **monthly** lease payment for **year four** is:
\$ 65,545.04 dollars

L. The proposed **monthly** lease payment for **year five** is:
\$ 67,511.39 dollars

M. The proposed **monthly** lease payment for **year six** is:
\$ 69,536.74 dollars

N. The proposed **monthly** lease payment for **year seven** is:
\$ 71,622.84 dollars

O. The proposed **monthly** lease payment for **year eight** is:
\$ 73,771.52 dollars

P. The proposed **monthly** lease payment for **year nine** is:
\$ 75,984.67 dollars

Q. The proposed **monthly** lease payment for **year ten** is:
\$ 78,264.21 dollars

R. The total proposed **TEN YEAR** lease payment sum (H+I+J+K+L+M+N+O+P+Q) = \$ 8,251,654.47

S. The proposed monthly lease payment for the optional extension period (up to six months) is
\$ 80,612.14 dollars per month.

The undersigned acknowledges receipt of questions and Addenda as numerated: _____

The proposed monthly lease payment is a complete cost. The lessor is responsible to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; the Town of Lexington will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the Town and for its own dumpster.

In submitting this bid, it is understood that the Town of Lexington reserves the right to reject any or all bids and to waive any informality in bidding if it be in the public interest to do so. It is also agreed that this bid may not be withdrawn prior to sixty (60) days from the date of opening of bids without the consent of the Town of Lexington.

Philip F. Dorman

Name of Person Submitting Proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

24 HARTWELL OWNER LLC

C/O Greatland Realty Partners, LLC

One Federal Street, Floor 28, Boston, MA 02110

Telephone Number: 617-275-8550

Email Address: pdorman@greatlandpartners.com



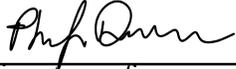
Signature for Individual:

2/16/2024

Date:

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, entity, or group of individuals.



Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

24 HARTWELL OWNER LLC

C/O Greatland Realty Partners, LLC, One Federal Street, Floor 28, Boston, MA 02110

Telephone Number: 617-275-8550 FAX Number:

Email Address: pdorman@greatlandpartners.com



Signature for Individual

2/16/2024

Date

TAX COMPLIANCE CERTIFICATION

Pursuant to MGL Ch. 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.

Philip Dorman

Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:
24 HARTWELL OWNER LLC
C/O Greatland Realty Partners, LLC, One Federal Street, Floor 28, Boston, MA 02110

Telephone Number: 617-275-8550 FAX Number:

Email Address:

Philip Dorman

Signature for Individual

2/16/2024

Date

Philip F. Dorman, Managing Principal

Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Ch. 156D § 15.03?

YES

NO

Not Applicable

If you are selected for this work, you are required, under MGL Ch. 30 § 391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Westborough before award.



LEXINGTON LABS



A campus for the collective mind

Prepared for:



GREATLAND
REALTY PARTNERS

SINGERMAN
REAL ESTATE





LEXINGTON LABS

VIA EMAIL

February 14, 2024

Elizabeth Mancini
Purchasing Director
Lexington Town Offices – Purchasing Department
1625 Massachusetts Avenue
Lexington, MA 02420

One Post Office Square
Boston Massachusetts 02109
Tel +1 617 523 8000
Fax +1 312 601 1783

**Re: NON-PRICE PROPOSAL -TEMPORARY SPACE FOR TOWN AND SCHOOL FACILITIES
Town of Lexington (“Town”) – Lexington Labs at 10 Maguire Road, Lexington, MA**

Dear Elizabeth:

Greatland Realty Partners (Greatland) is pleased to submit the enclosed Non-Price Proposal offering temporary space for the municipal and school departments for the Town of Lexington to lease approximately 20,000 square feet of temporary space within Building 3 at 10 Maguire Road in Lexington, Massachusetts.

Situated on nearly 20 beautifully landscaped acres in Lexington, MA, 10 Maguire Road is a 288,528-square-foot creative office and R&D campus. Located less than two miles from I-95, and along the Minuteman Bikeway, the property offers premier accessibility combined with top-of-the-line on-site amenities. Directly across the street and just opened in late 2020, a new cutting edge restaurant concept, Revolution Hall, provides a gathering place for occupants at the park, local businesses, and the surrounding communities.

The campus was originally built for R&D purposes and has its roots firmly planted in science industries, serving as home to the development of the world's largest telescope

Greatland is a Boston based real estate investment and development company that seeks to provide high quality and robust building infrastructure and superior work environments for the occupants of its properties. The team at Greatland has extensive experience developing millions of square feet of office and life science space in Greater Boston, including successful real estate transactions with companies such as Biogen, Replimune, CRISPR, Microsoft, Google, Wayfair, and others.

We appreciate the Town’s interest in Lexington Labs and the opportunity to present the following proposal. We very much look forward to continuing the conversation regarding this unique opportunity.

Sincerely,

Chris Decembrele
Managing Director





LEXINGTON LABS

NON-PRICE PROPOSAL -TEMPORARY SPACE FOR TOWN AND SCHOOL FACILITIES

Building 10 Maguire Road, Lexington, MA – Bldg. 3

Amenities Lexington Labs features an array of on-site amenities, most notably its new restaurant concept, Revolution Hall, and the beautifully landscaped campus with its many areas for outdoor gathering. The property also includes an on-site Fitness area and cafe, both identified as potential areas for upgrade and improvement.

Revolution Hall is a new food hall built in 2020 that creates a social gathering place on campus. With its unique variety of dining option, including an interactive "self pour" beer and wine wall, as well as live entertainment and activities such as shuffleboard and ping pong, Rev Hall is attracting guests not only from Lexington Labs but across the local community. Additionally, ownership is in the planning stages of an overhaul renovation of the on site amenities which will include a fitness offering, showers, lockers, bike storage, café, and conference facilities.



The campus offers a great deal of outdoor space including a well-maintained courtyard gathering area for occupants. Open swatches of land dot the property, and the surrounding landscaped area serves as an informal health and wellness track for employees.



Project Team
Developer: Greatland Realty Partners, LLC
Building Architect: Perkins & Will
General Contractor: BW Kennedy

Building Owner Affiliates of Greatland Realty Partners and Singerman Real Estate



LEXINGTON LABS

Occupant	Town of Lexington (“Town”) Space Needs As Follows- 1. School Administration Offices: July 1, 2025- July 1, 2029 2. Cary Memorial Library: July 1, 2029- July 1, 2031 3. Town Office Building: July 1, 2031- July 1, 2033
Premises	Approximately 20,000 - 31,697 RSF representing all, or a portion of, the second (2 nd) Floor of Building 3 pursuant to Exhibit A, subject to a mutually agreeable plan.
Lease Term	Option A: Five (5) years from the Lease Commencement Date. Option B: Ten (10) years from the Lease Commencement Date.
Lease Commencement Date	Upon completion of demising work and Occupant Improvements by Owner, targeted for July 1, 2025.
Property Management	The Building will be professionally managed by JLL and Greatland. The property management fee shall be 3% of Gross Revenues.
Utilities	Owner will install a separate submeter into the Premises for electric submetering. Common area electric shall be included in Operating Expenses.
Tenant Electricity	1200 AMPS in Building 3.
Building Services	Building Owner’s services shall include the following: <ul style="list-style-type: none">• Hot and cold water to the common area lavatories• Electricity for building common areas• HVAC services to the Building common areas and the Premises• Elevator service• Trash removal• Snow removal• Exterior grounds and parking maintenance• Management services• Building security systems and services• Maintenance of life safety systems (fire alarm and sprinkler)
Option to Renew	So long as Occupant is not in default under the terms of the lease, leases and occupies at least 75% of the Premises, Occupant shall have one (1), five (5) year option to extend the term of the lease on the same terms and conditions as the initial lease term except that the Base Rent shall be adjusted to the then current fair market rent in comparable properties. However, in no case shall the extension term Base Rent be less than the Base Rent for the immediately prior period. Occupant shall provide eighteen (18) months written notice to Owner to exercise said extension option. In the event the parties cannot



agree on the fair market Base Rent, the lease shall contain arbitration language to determine the Base Rent.

Improvement Allowance

Owner shall provide Occupant with an Improvement Allowance of up to \$30.00/RSF if Tenant elects Option A, or up to \$50.00/RSF for Option B, which shall be used toward construction costs incurred during the construction of the Premises to accommodate Occupant's specific program (the "Improvement Work") subject to Exhibit B. The Improvement Allowance shall be over and above all Base Building work Owner performs. Tenant shall be able to utilize any unused Allowance towards softs costs but shall be capped at 15%.

To accommodate Occupant's desired occupancy date, use of the Base Building contractor (BW Kennedy) is encouraged. At the appropriate time Developer shall facilitate a meeting with Occupant and BW Kennedy to discuss the project. Occupant shall self-manage their construction, and Owner will be paid a fee of 1.5% of the total project hard costs for the Improvement Work for the oversight of the construction project.

Occupant will be responsible for the creation of all necessary design drawings by a qualified design team to be reasonably approved by Owner, which will be delivered to the Building Owner for review and approval at predetermined intervals during the design process. Additional detail on this process will be provided in the Lease.

Tenant shall be responsible for all costs associated with furniture, fixtures and equipment, as well as tel/data cabling.

Owner shall have the right to reasonably approve all plans and specifications for the construction work.

Base Building Work

Owner shall deliver space in existing condition, with no associated base building upgrade work.

Loading

Occupant shall have 24-hour access to the existing ramp and grade level loading servicing the Building at no additional cost.

Use

Occupant shall have the right to use the Premises for general office, and ancillary uses thereto.

Janitorial

Building Owner shall be responsible for the janitorial services for the common areas, and Occupant shall be responsible for the janitorial within the Premises.

Access and Security

Occupant shall have 24-hour per day, 7 days per week, 52 weeks per year, access to its Premises and parking facilities.

The lease shall contain an exhibit setting forth building standard security specifications, procedures and systems. Occupant shall be permitted to install its own security system for the Premises.



LEXINGTON LABS

Signage	Occupant shall be provided signage on all internal common directories and the monument sign at site entrance at Owner's sole cost and expense. Signage at the entrance to Occupant's Premise(s) shall be at the Occupant's cost.
Assignment and Sublease	Occupant will have the right to assign or sublet all of the Premises in accordance with the Owner's standard lease and subject to Owner's approval of any proposed subdivision. Please note that in the event any profit is realized after allowing for reasonable expenses, as the result of an assignment or sublet, then such profit will be shared equally between Occupant and Owner. Owner's consent shall not be unreasonably withheld, delayed or conditioned for subleases. Owner shall have the right to recapture the proposed Sublease Premises. Details to be outlined in the Lease.
ADA Accessibility	Owner acknowledges that the Premises will be delivered with handicap accessibility and meet building standard ADA requirements upon Lease Commencement. The Premises shall be considered "Highly Advantageous" in offering accessibility to the municipal and school department users through existing handicap accessibility.
Parking	Occupant shall have the right to its pro rata share of all parking servicing the Building, at a ratio of 2.7 spaces per 1,000 rentable square feet leased. All spaces are offered on an unreserved, first come-first serve basis. Owner understands that Occupant has a parking requirement of 100 spaces, and will work with Occupant to identify any additional parking opportunities on site. To be further addressed in the Lease.
Wellness	The Building will be equipped with a fitness center featuring locker room and shower facilities. Directly adjacent to the property is the minuteman bike trail. The property features shared bikes available for Occupant's use at no cost as well as bike storage to accommodate employees' personal bikes.
Security Deposit	To be determined based on Building Owner's review of Occupant financials.
Real Estate Commission	Both Owner and Occupant recognize JLL as the sole brokers in this potential transaction. Owner shall be responsible for Brokerage fees in relation to this transaction per a separate agreement.
Maintenance / Repair	Building Owner shall maintain the base building HVAC, electrical, life safety and plumbing systems throughout the lease term and shall be reimbursed for these costs by Occupant as part of Operating Expenses. Occupant, at its direct expense, shall maintain the specific systems and equipment that exclusively serve the Premises.
SNDA	At Occupant's request, Owner shall provide Occupant with an SNDA agreement from its lender on the lender's standard form.



LEXINGTON LABS

Qualifications

This Lease Proposal shall not be legally binding on the parties. The Lease Proposal is not intended to bind the parties and is therefore subject to withdrawal or termination by either party without notice, with or without cause, and without penalty or liability, and if withdrawn or terminated, each party will bear its own costs and expenses. The parties hereto shall not be legally bound by the terms of this Lease Proposal, nor shall any liabilities or obligations arise pursuant hereto.

THE PARTIES INTEND THAT ONLY A SUBSEQUENT FORMAL LEASE AGREEMENT, IF MADE, EXECUTED, AND DELIVERED BY BOTH PARTIES, WILL LEGALLY BIND THE PARTIES ON ANY MATTER HEREIN DESCRIBED.

Neither party shall have the right to assert that any previous, concurrent, or subsequent actions or oral or written statements of persons acting by or on behalf of such party can operate to alter, modify, waive, or amend this paragraph in whole or in part.

In addition, this proposal is specifically subject to (i) execution of a mutually acceptable lease document; (ii) Owner's satisfactory review of Occupant's financial condition; and (iii) lender approval of the final lease agreement.

This proposal, including all of the economic terms and conditions shall automatically expire on March 1, 2024. In addition, if Tenant and Landlord have not entered into a mutually executed lease document within thirty (30) days from when the LOI has been executed, Landlord reserves the right to revise the economics previously agreed to in the LOI.



LEXINGTON LABS

Town of Lexington

Signed and Accepted:

By: _____

Title: _____

Signed and Accepted:

By: _____

Title: _____



Exhibit A:

FLOORPLAN

BUILDING 03 • FLOOR 2: Block plan

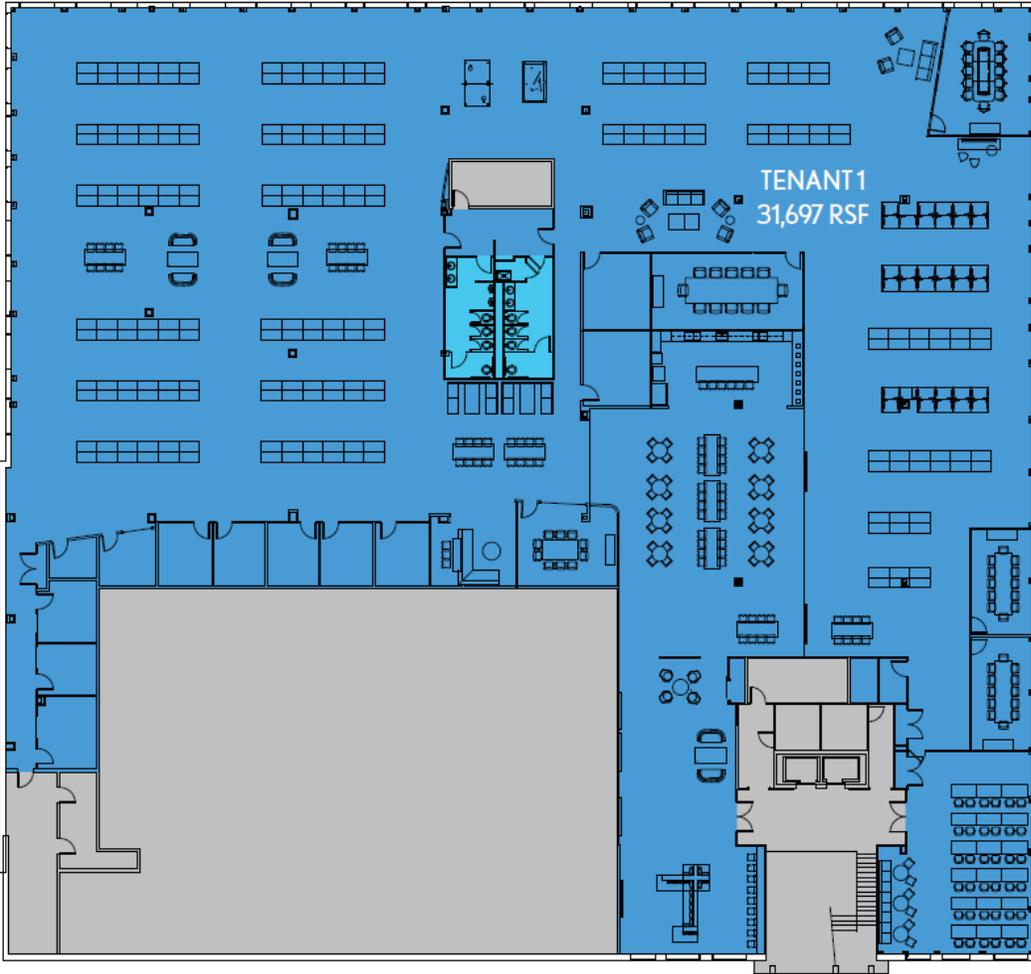




Exhibit B:

School Administration Central Offices (July 1, 2025 – July 1, 2029)

- 14 Private offices 150 sq ft
- 3 private offices 200 sq ft
- 1 private space 300 sq ft
- 2 meeting spaces 500 sq ft
- 1 500 sq ft storage space climate controlled
- 1 5000 sq ft for open cubicles
- Accessible bathrooms for 100 people
- 2 locker spaces with showers 100 sq ft each
- 1 server room with separate HVAC
- 1000 sq ft cold storage
- 3000 sq ft print shop and separate electrical infrastructure

Cary Memorial Library (July 1, 2029 – July 1, 2031)

- 11 private offices 150 sq ft each
- 3 office spaces 200 sq ft
- 1 meeting space 300 sq ft
- 1 500 sq ft space for the children's room program.
- 1 2500 sq ft large space for the book stacks
- Accessible bathrooms 50-75 people
- 1 locker space with shower- 100 sq ft
- 1 server room with separate HVAC

Town Office Building (July 1, 2031- July 1, 2033)

- 20 private offices 150 sq ft
- 2 private offices 200 sq ft
- 1 private space 300 sq ft
- 2 meeting spaces 500 sq ft each
- 1 500 sq ft of storage space climate controlled
- 1 5000 sq ft for open cubicle offices
- Accessible bathrooms for 100 people
- 2 locker spaces with showers 100 sq ft each
- 1 server room with separate HVAC
- 1000 sq ft of cold storage

CREATING THE FUTURE OF SCIENCE, TOGETHER.



CONTACT

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+1 617 531 4220
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Christopher Decembrele

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Robert Coughlin

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robert.coughlin@am.jll.com

Carly Kiernan

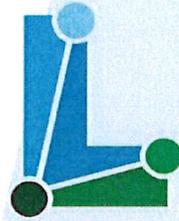
+1 617 531 4142
carly.kiernan@am.jll.com

GREATLAND
REALTY PARTNERS

SINGERMAN
REAL ESTATE



Although information has been obtained from sources deemed reliable, neither Owner nor JLL makes any guarantees, warranties or representations, express or implied, as to the completeness or accuracy as to the information contained herein. Any projections, opinions, assumptions or estimates used are for example only. There may be differences between projected and actual results, and those differences may be material. The Property may be withdrawn without notice. Neither Owner nor JLL accepts any liability for any loss or damage suffered by any party resulting from reliance on this information. If the recipient of this information has signed a confidentiality agreement regarding this matter, this information is subject to the terms of that agreement. ©2021. Jones Lang LaSalle IP, Inc. All rights reserved.



LEXINGTON LABS



A campus for the collective mind

Prepared for:



GREATLAND
REALTY PARTNERS

SINGERMAN
REAL ESTATE





LEXINGTON LABS

VIA EMAIL

February 14, 2024

Elizabeth Mancini
Purchasing Director
Lexington Town Offices – Purchasing Department
1625 Massachusetts Avenue
Lexington, MA 02420

One Post Office Square
Boston Massachusetts 02109
Tel +1 617 523 8000
Fax +1 312 601 1783

**Re: PRICE PROPOSAL -TEMPORARY SPACE FOR TOWN AND SCHOOL FACILITIES
Town of Lexington (“Town”) – Lexington Labs at 10 Maguire Road, Lexington, MA**

Dear Elizabeth:

Greatland Realty Partners (Greatland) is pleased to submit the enclosed Price Proposal offering temporary space for the municipal and school departments for the Town of Lexington to lease approximately 20,000 square feet of temporary space within Building 3 at 10 Maguire Road in Lexington, Massachusetts.

Situated on nearly 20 beautifully landscaped acres in Lexington, MA, 10 Maguire Road is a 288,528-square-foot creative office and R&D campus. Located less than two miles from I-95, and along the Minuteman Bikeway, the property offers premier accessibility combined with top-of-the-line on-site amenities. Directly across the street and just opened in late 2020, a new cutting edge restaurant concept, Revolution Hall, provides a gathering place for occupants at the park, local businesses, and the surrounding communities.

The campus was originally built for R&D purposes and has its roots firmly planted in science industries, serving as home to the development of the world's largest telescope

Greatland is a Boston based real estate investment and development company that seeks to provide high quality and robust building infrastructure and superior work environments for the occupants of its properties. The team at Greatland has extensive experience developing millions of square feet of office and life science space in Greater Boston, including successful real estate transactions with companies such as Biogen, Replimune, CRISPR, Microsoft, Google, Wayfair, and others.

We appreciate the Town’s interest in Lexington Labs and the opportunity to present the following proposal. We very much look forward to continuing the conversation regarding this unique opportunity.

Sincerely,

Chris Decembrele
Managing Director





FORM FOR BID (PRICE PROPOSAL)
TOWN OF LEXINGTON, MASSACHUSETTS
CONTRACT #24-40

Building 10 Maguire Road, Lexington, MA – Bldg. 3
Building Owner Affiliates of Greatland Realty Partners and Singerman Real Estate
Occupant Town of Lexington (“Town”)
Lease Term Option A: Five (5) years from the Lease Commencement Date.
Option B: Ten (10) years from the Lease Commencement Date.

Base Annual Rental Rate – Option A (5 Years) Option A: \$45.00/RSF Gross with \$1.00 annual increases.

Year	Rental Rate Per SF	Monthly Rent	Annual Rent
Year 1	\$45.00/RSF Gross	\$ 75,000.00	\$ 900,000.00
Year 2	\$46.00/RSF Gross	\$ 76,666.67	\$ 920,000.00
Year 3	\$47.00/RSF Gross	\$ 78,333.33	\$ 940,000.00
Year 4	\$48.00/RSF Gross	\$ 80,000.00	\$ 960,000.00
Year 5	\$49.00/RSF Gross	\$ 81,666.67	\$ 980,000.00

The total proposed FIVE YEAR lease payment sum = \$4,700,000.

The Base Rental Rate shall be paid monthly in advance on a gross basis, net of tenant electricity charges.

Base Annual Rental Rate – Option B (10 Years) Option B: \$43.00/RSF Gross, with \$1.00 annual increases.

Year	Rental Rate Per SF	Monthly Rent	Annual Rent
Year 1	\$43.00/RSF Gross	\$71,666.67	\$860,000.00
Year 2	\$44.00/RSF Gross	\$73,333.33	\$880,000.00
Year 3	\$45.00/RSF Gross	\$75,000.00	\$900,000.00
Year 4	\$46.00/RSF Gross	\$76,666.67	\$920,000.00
Year 5	\$47.00/RSF Gross	\$78,333.33	\$940,000.00
Year 6	\$48.00/RSF Gross	\$80,000.00	\$960,000.00
Year 7	\$49.00/RSF Gross	\$81,666.67	\$980,000.00
Year 8	\$50.00/RSF Gross	\$83,333.33	\$1,000,000.00
Year 9	\$51.00/RSF Gross	\$85,000.00	\$1,020,000.00
Year 10	\$52.00/RSF Gross	\$86,666.67	\$1,040,000.00

The total proposed TEN YEAR lease payment sum = \$9,500,000.

The Base Rental Rate shall be paid monthly in advance on a gross basis, net of tenant electricity charges.



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Operating Expenses & Real Estate Taxes	Included in the Base Rent is Occupant's pro-rata share of Tax and Operating Expenses for the building and park. Occupant shall be responsible for its share of increases in Real Estate Taxes over a base year of FY 2025 and its share of increases in Operating Expenses over a base year of CY 2025. Operating expenses shall be grossed up to reflect one-hundred percent (100%) occupancy of the Building. Occupant will also be responsible for its pro rata share of the common areas throughout the Park (e.g. site, ground, and amenities).
Property Management	The Building will be professionally managed by JLL and Greatland. The property management fee shall be 3% of Gross Revenues.
Utilities	Owner will install a separate submeter into the Premises for electric submetering. Common area electric shall be included in Operating Expenses.
Option to Renew	So long as Occupant is not in default under the terms of the lease, leases and occupies at least 75% of the Premises, Occupant shall have one (1), five (5) year option to extend the term of the lease on the same terms and conditions as the initial lease term except that the Base Rent shall be adjusted to the then current fair market rent in comparable properties. However, in no case shall the extension term Base Rent be less than the Base Rent for the immediately prior period. Occupant shall provide eighteen (18) months written notice to Owner to exercise said extension option. In the event the parties cannot agree on the fair market Base Rent, the lease shall contain arbitration language to determine the Base Rent.



LEXINGTON LABS

The undersigned acknowledges receipt of questions and Addenda as numerated: _____

The proposed monthly lease payment is a complete cost. The lessor is responsible to pay any common area and building envelope expenses including but not limited to all taxes, maintenance of the building envelope, common area, equipment and appurtenances owned by the lessor that may service the leased space, cleaning, utilities (not separately metered and/or that serves common areas), rubbish disposal, snow removal, liability and casualty insurance, etc.; the Town of Lexington will pay for custodial expenses associated with the leased space, utilities if separately metered for the space leased, repairs and maintenance on equipment and facilities owned/constructed by the Town and for its own dumpster.

In submitting this bid, it is understood that the Town of Lexington reserves the right to reject any or all bids and to waive any informality in bidding if it be in the public interest to do so. It is also agreed that this bid may not be withdrawn prior to sixty (60) days from the date of opening of bids without the consent of the Town of Lexington.

Joseph Concepcion
Name of Person Submitting Proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

SRE Flag, LLC.
980 N. Michigan Ave. Suite 1700
Chicago, IL. 60611

Telephone Number: (312) 544-9612

Email Address: jconcepcion@singermaura.com

[Handwritten Signature]
Signature for Individual:

2/15/2024
Date:



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, entity, or group of individuals.

Joseph Concepcion
Signature of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

SRE Flag, L.L.C. 980 N. Michigan Ave Suite 1700
Chicago, IL 60611

Telephone Number: (312) 544-9612 FAX Number:

Email Address: jconcepcion@singermaurice.com

Joseph Concepcion
Signature for Individual:

2/15/2024
Date:



TAX COMPLIANCE CERTIFICATION

Pursuant to MGL Ch. 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.

Joseph Concepcion

Signatory of person submitting proposal or proposal

Owner(s) Name: Owner(s) Address: City, State, Zip:

*SRE Flag, L.L.C. 980 N. Michigan Ave, Suite 1700
Chicago, IL 60611*

Telephone Number: *(312) 544-9612* FAX Number:

Email Address:

[Signature]

2/15/2024

Signature for Individual: *Joseph Concepcion
Vice President*

Date:

Name and Title of Individual Authorized to Sign

If you are a foreign (out of state) corporation, are you registered with the Secretary of the Commonwealth in accordance with the provisions of MGL Ch. 156D § 15.03?

- YES
- NO
- Not Applicable

If you are selected for this work, you are required, under MGL Ch. 30 § 391, to obtain from the Secretary of State, Foreign Corporation Section, a certificate stating that your corporation is registered, and to furnish said certificate to the Town of Westborough before award.

10 MAGUIRE ROAD
LEXINGTON, MASSACHUSETTS

Lease to

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Exhibit B	--	Property Plan
Exhibit C	--	Work Letter
Exhibit C-1	--	Tenant Matrix
Exhibit C-2	--	Base Building Plans
Exhibit D	--	List of Hazardous Materials
Exhibit E	--	Form of SNDA
Exhibit F	--	Location of Generator and Rooftop Equipment Area
Exhibit G	--	Chemical Storage Area
Exhibit H	--	Form Commencement Date Agreement

INDENTURE OF LEASE

10 MAGUIRE ROAD

THIS INDENTURE OF LEASE (this "Lease") made as of the ___ day of _____, 202█ (the "Effective Date"), by and between SRE Flag, LLC, a Delaware limited liability company, having a mailing address c/o Greatland Realty Partners, One Federal Street, 18th Floor, Boston, Massachusetts 02110 (hereinafter referred to as the "Landlord"), of the one part, and the tenant named in Section 1.1(a) below (hereinafter referred to as the "Tenant"), of the other part.

WITNESSETH:

ARTICLE I

Basic Data

Section 1.1

The following sets forth basic data hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

- (a) Tenant: _____, a [Tenant: Please provide state formation.]
- (b) Present Mailing Address of Tenant: [Tenant: Please Provide.]
- (c) Tenant's E-mail Address (for information regarding billings and statements, but not for purposes of official notice under this Lease): [Tenant: Please Provide.]
- (d) Commencement Date. The date on which Landlord tenders possession of the Premises to Tenant with the Base Building Work and the Landlord's Work (each as defined in Exhibit C hereto) Substantially Completed (as defined in Exhibit C hereto). Landlord estimates that the Commencement Date will occur on before [REDACTED], subject to the provisions of this Lease including, without limitation, Exhibit C hereto (the "Estimated Commencement Date").
- (e) Term or Lease Term: Commencing on the Commencement Date and expiring on that date which is [REDACTED] () years following the [Rent] Commencement Date, unless sooner terminated as provided herein (the "Expiration Date").
- (f) Extension Options: [REDACTED] () period(s) of [REDACTED] () years as provided in and on the terms set forth in Section 3.3 hereof.
- (g) Lease Year: Commencing as of the [Rent] Commencement Date, or as of any anniversary of the [Rent] Commencement Date, the successive twelve (12) month period in which any part of the Lease Term occurs; provided, that if the [Rent] Commencement Date does not occur on the first day of a calendar month, then (i) the first Lease Year shall further include the partial calendar month in which the first anniversary of the [Rent] Commencement Date occurs, and (ii) the remaining

Lease Years shall be the successive twelve (12) month periods following the end of such first Lease Year.

(h) Rent Commencement Date: That date which is [] months following the Commencement Date.

(i) Annual Fixed Rent: During the Lease Term, Annual Fixed Rent with respect to the Premises shall be payable by Tenant as follows:

Lease Year	Annual Fixed Rent	Monthly Fixed Rent	Per Square Foot Rent
1			\$
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

(j) Permitted Use: Subject to Legal Requirements (as defined in Section 11.7), general office uses and accessory uses to the same and research and development and laboratory uses and accessory uses to each the same [*which shall include, without limitation, small animal vivarium*]. Notwithstanding the provisions of this Lease, under no circumstances shall Tenant use or occupy the Premises or any part thereof in a manner that includes activities that would qualify or be characterized or categorized as any laboratory biosafety level (“**BSL**”) other than BSL1 or BSL2.

(k) Landlord’s Contribution: []

(l) Tenant’s Proportionate Share: []%, calculated based on the 298,871 rentable square feet contained in the Property, subject to adjustment as provided in Section 2.1(a).

(m) Tenant’s Building Share: []%, calculated based on the [] rentable square feet contained in the Building (as defined in Section 2.1(a)) subject to adjustment as provided in Section 2.1(a). [NOTE: Building 1: 97,032; Building 2: 59,300; Building 3: 107,539; Building 4: 35,000]

(n) Security Deposit: \$[] in the form of a Letter of Credit as set forth in Section 20.29 hereof.

(o) Guarantor: [TBD]

ARTICLE II

The Premises

Section 2.1– Demise.

- (a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, approximately [] rentable square feet *[which includes [] rentable square feet on the () floor of the building commonly referred to as “Building _____” as shown on Exhibit A attached hereto and made a part hereof and [] rentable square feet on the penthouse level of the Building as shown on Exhibit F attached hereto and made a part hereof]* (collectively, the “**Premises**”). The Premises is located in the building commonly known as *[“Building _____”]* (the “**Building**”) in Lexington Labs, which consists of four (4) interconnected buildings (individually known and numbered as “Building 1,” “Building 2,” “Building 3,” and “Building 4”) currently totaling 298,871 rentable square feet and having a street address of 10 Maguire Road, Lexington, Massachusetts (the “**Property**”). The Property is shown on Exhibit B attached hereto and made a part hereof. The rentable areas of the Property (and each of the buildings thereon) may be reasonably adjusted from time to time by Landlord in consultation with Landlord’s architect to reflect changes to the Premises, the Building, and the rest of the Property. *[Consistent with the terms of this Lease and provided that such space(s) or facilit(y/ies) are open and available to tenants of the Property, Tenant shall have the non-exclusive right to access and use any fitness center and accessory facilities at the Property.]*
- (b) Excepting and reserving to Landlord the roof and exterior walls of the Building; and further reserving to Landlord the right to place in the Premises (in such manner that does not cause material interference with Tenant’s use of the Premises, *[and provided that no usable portion of the Premises is reduced]*) structural supports, ducts, shafts, conduits, utility lines, pipes and the like which may or may not service the Premises, and to replace and maintain and repair such structural supports, ducts, shafts, conduits, utility lines, pipes and the like in, over and upon the Premises as may have been installed by Landlord in, on or under the Building.

ARTICLE III

Term of Lease

Section 3.1– Term.

TO HAVE AND TO HOLD the Premises unto Tenant for the term specified in Section 1.1(e) hereof unless sooner terminated as provided herein.

Section 3.2– Commencement Date.

- (a) This Lease shall be effective as of the Effective Date. The Term of this Lease shall commence on the Commencement Date. The parties hereto agree, upon demand of

the other, to execute a supplemental instrument expressing the Commencement Date, [the Rent Commencement Date,] and the Expiration Date. The failure of the parties to execute said statement shall not be a default under this Lease or affect the validity of this Lease, nor shall it affect the determination of the Commencement Date, [the Rent Commencement Date,] or the Expiration Date in accordance with the terms and conditions of this Lease.

- (b) Neither this Lease nor the obligations of Tenant hereunder shall be affected by a postponement of the Commencement Date nor shall Landlord be subject to any liability for failure to make possession of the Premises available on the Estimated Commencement Date.

Section 3.3– [TO BE USED IF LOI REQUIRES:] Extension Option.

- (a) On the conditions (which conditions Landlord may waive in its sole discretion by written notice to Tenant) that both at the time of exercise of the Extension Option and as of the commencement of the Extended Term (as defined below) (i) there exists no Event of Default (as defined in Section 19.1), (ii) this Lease is still in full force and effect and (iii) the Tenant then occupies the entirety of the initially demised Premises, then Tenant shall have the right (the “**Extension Option**”) to extend the Term hereof upon all the same terms, conditions, covenants and agreements herein contained (except as expressly set forth in this Section 3.3 and Section 3.4) for [one (1) period of five (5) years] (the “**Extended Term**”). Notwithstanding any provision of this Lease to the contrary, except as expressly set forth in Section 3.4(e), Landlord has no obligation to make any additional payment to Tenant in respect of any construction allowance or the like or to perform any work to the Premises as a result of the exercise by Tenant of the Extension Option (provided that the failure of Landlord to do so shall be taken into account as a relevant factor in determining the Prevailing Market Rent).
- (b) To exercise the Extension Option, Tenant shall give written notice (the “**Extension Exercise Notice**”) to Landlord exercising the Extension Option, no later than [twelve (12) months and no earlier than eighteen (18) months] prior to the then expiration of the Lease Term. No later than [eleven (11)] months prior to the expiration of the Lease Term, Landlord shall give to Tenant a quotation of the proposed Annual Fixed Rent for the Extended Term (“**Landlord’s Rent Quotation**”). If at the expiration of thirty (30) days after the date when Landlord provides such quotation to Tenant (the “**Negotiation Period**”), Landlord and Tenant have not reached agreement on a determination of an Annual Fixed Rent for the Extended Term and executed a written instrument extending the Term of this Lease pursuant to such agreement, or, if Landlord shall not have provided Landlord’s Rent Quotation within thirty (30) days after Tenant’s delivery of the Extension Exercise Notice, Tenant may make a request to Landlord for a broker determination (the “**Broker Determination**”) of the Prevailing Market Rent (as defined in Section 3.4) for such Extended Term, which Broker Determination shall be made in the manner set forth in Section 3.4. If Tenant timely shall have requested the Broker Determination (i.e., within thirty (30) days after the expiration of the

Negotiation Period), then the Annual Fixed Rent for such Extended Term shall be the Prevailing Market Rent as determined by the Broker Determination, but in no event shall the Annual Fixed Rent for any Extended Term be less than the Annual Fixed Rent in effect for the final Lease Year of the initial Term. If Tenant does not timely request the Broker Determination, then the Annual Fixed Rent during the Extended Term shall be equal to Landlord's Rent Quotation.

- (c) Upon the timely giving of the Extension Exercise Notice by Tenant to Landlord, then this Lease and the Lease Term hereof shall automatically be deemed extended for the Extended Term upon all of the agreements, terms, covenants and conditions of this Lease except as expressly set forth herein, without the necessity for the execution of any additional documents, except that Landlord and Tenant agree to enter into an instrument in writing setting forth the Annual Fixed Rent for the Extended Term as determined in the relevant manner set forth in this Section 3.3 and in Section 3.4; and in such event all references herein to the Lease Term or the Term of this Lease shall be construed as referring to the Lease Term, as so extended, unless the context clearly otherwise requires, and except that there shall be no further option to extend the Lease Term. If Tenant fails to give a timely Extension Exercise Notice, then Tenant shall have no further right to extend the Term of the Lease pursuant to this Section 3.3.

Section 3.4– Broker Determination of Prevailing Market Rent.

In the event a request for a Broker Determination of Prevailing Market Rent is made pursuant to the terms of Section 3.3, the following terms and conditions shall apply:

- (a) Tenant's Request. Tenant shall send a notice to Landlord in accordance with Section 3.3, requesting a Broker Determination of the Prevailing Market Rent, which notice to be effective must (i) make explicit reference to the Lease, (ii) include the name of a broker selected by Tenant to act for Tenant, which broker must be a Qualified Broker (as hereinafter defined), and (iii) explicitly state that Landlord is required to notify Tenant within ten (10) business days of an additional broker selected by Landlord. A "**Qualified Broker**" means a commercial real estate broker associated with a major commercial real estate brokerage firm with at least ten (10) years full-time commercial real estate brokerage experience in the Lexington, Massachusetts and Waltham, Massachusetts market areas (the "**Market Area**").
- (b) Landlord's Response. Within ten (10) business days after Landlord's receipt of Tenant's notice requesting the Broker Determination and stating the name of the broker selected by Tenant, Landlord shall give written notice to Tenant of Landlord's selection of a Qualified Broker having at least the qualifications referred to above.
- (c) Rental Value Determination. Within ten (10) days after selection of both brokers, the two (2) brokers so selected shall deliver to both Landlord and Tenant their respective written determinations of the Prevailing Market Rent (each, a "**Final Determination**"). If the two (2) brokers so appointed agree on the Prevailing

Market Rent, the Prevailing Market Rent shall be the amount so determined. If the two (2) brokers so appointed do not agree on the Prevailing Market Rent, the two (2) brokers shall within ten (10) days thereafter jointly appoint a third (3rd) impartial broker (the "**Neutral Broker**") also being a Qualified Broker. The Neutral Broker, within thirty (30) days after its appointment, shall make a determination of the Prevailing Market Rent by selecting either the amount in Landlord's Final Determination or the amount set forth in Tenant's Final Determination, whichever the Neutral Broker determines is the Prevailing Market Rent for the Premises. The Neutral Broker may not select any other amount as the Prevailing Market Rent. The determination made by the Neutral Broker hereunder shall be final and binding on both Landlord and Tenant.

- (d) Prevailing Market Rent. The "**Prevailing Market Rent**" shall mean the fixed annual rent (which may provide for annual increases in rent during said Extended Term) that a willing lessee would pay and a willing lessor would accept in an arms' length negotiation for comparable space in comparable research and development buildings in the Market Area during the Extended Term, and shall take into account all relevant factors, including, without limitation, improvement allowances, brokerage commissions and all other applicable terms and conditions of the tenancy in question. Landlord shall have no obligation to make or pay for any improvements to the Premises or to pay any allowances or inducements of any kind, provided that any absence of such improvements, allowances or inducements shall be reflected in the determination of Prevailing Market Rent.
- (e) Costs. Each party shall pay the costs and expenses of the broker selected by it and each shall pay one half (1/2) of the costs and expenses of the Neutral Broker, if applicable.
- (f) Failure to Select Broker or Failure of Broker to Serve. If Tenant shall have requested a Broker Determination and Landlord shall not have designated a broker within the time period provided therefor above and such failure shall continue for more than ten (10) days after notice thereof, then Tenant's broker shall alone make the determination of the Prevailing Market Rent in writing to Landlord and Tenant within thirty (30) days after the expiration of Landlord's right to designate a broker hereunder. If Tenant and Landlord have both designated brokers but the two brokers so designated do not, within a period of fifteen (15) days after the appointment of the second broker, agree upon and designate the Neutral Broker willing so to act, Tenant, Landlord or either broker previously designated may request the Greater Boston Real Estate Board (or such organization as may succeed to the Greater Boston Real Estate Board) to designate the Neutral Broker willing so to act and a broker so appointed shall, for all purposes, have the same standing and powers as though he had been reasonably appointed by the brokers first appointed. In case of the inability or refusal to serve of any person designated as a broker, or in case any broker for any reason ceases to be such, a broker to fill such vacancy shall be appointed by Tenant, Landlord, or the brokers first appointed or the Boston Bar Association (or such organization as may succeed to the Boston Bar Association), as the case may be, whichever made the original appointment, or if the person who

made the original appointment fails to fill such vacancy, upon application of any broker who continues to act or by Landlord or Tenant such vacancy may be filled by the Boston Bar Association (or such organization as may succeed to the Boston Bar Association), and any broker so appointed to fill such vacancy shall have the same standing and powers as though originally appointed.

ARTICLE IV

Annual Fixed Rent

Section 4.1– Annual Fixed Rent.

- (a) Tenant agrees to pay to Landlord, commencing on the [Rent] Commencement Date, and thereafter monthly, in advance, on the first day of each and every calendar month during the original Lease Term, a sum equal to one-twelfth (1/12th) of the Annual Fixed Rent specified in Section 1.1 hereof and on the first day of each and every calendar month during the Extended Term (if exercised), a sum equal to one-twelfth of the Annual Fixed Rent as determined pursuant to Section 3.3 and Section 3.4 for the Extended Term, all without offset or abatement except as otherwise expressly provided in this Lease. Until notice of some other designation is given, Annual Fixed Rent and all other charges for which provision is herein made shall be paid to Landlord at its office in Boston, Massachusetts set forth on page 1 of this Lease, or, at Tenant’s election, made by electronic funds transfer to Landlord at the account designated by Landlord upon Tenant’s election.
- (b) Annual Fixed Rent for any partial month shall be paid by Tenant to Landlord at such rate on a pro rata basis, and, if the [Rent] Commencement Date shall be other than the first day of a calendar month, the first payment of Annual Fixed Rent which Tenant shall make to Landlord shall be a payment equal to a proportionate part of such monthly Annual Fixed Rent for the partial month from the [Rent] Commencement Date to the first day of the succeeding calendar month.
- (c) Additional Rent (as defined in Section 20.8 hereof) shall be paid by Tenant on a monthly basis as provided in this Lease, and shall be prorated for any partial month of the Lease Term.
- (d) Notwithstanding that the payment of Annual Fixed Rent payable by Tenant to Landlord shall not commence until the [Rent] Commencement Date, Tenant shall comply with all other provisions of this Lease as and at the times provided in this Lease. Annual Fixed Rent, Additional Rent and all other charges payable under this Lease shall be paid by Tenant to Landlord in lawful money of the United States in immediately available funds and without notice or demand and with setoff, deduction or abatement, except as otherwise expressly set forth in this Lease.

Section 4.2– Late Payment.

If Landlord shall not have received any payment or installment of Annual Fixed Rent or Additional Rent (the “**Outstanding Amount**”) on or before the date such amount is past due (the “**Due**”

Date”), the amount of such payment or installment shall incur a late charge equal to the sum of: (a) five percent (5%) of the Outstanding Amount (“**Late Fee**”) and (b) interest on the Outstanding Amount from the Due Date through and including the date such payment or installment is received by Landlord, at the Default Rate (as defined in Section 20.20 hereof). Such Late Fee and interest shall be deemed Additional Rent and shall be paid by Tenant to Landlord upon demand. [Notwithstanding the foregoing, with respect to the first two (2) late payments in any twelve (12) month period, Tenant shall not be charged a Late Fee or interest on the Outstanding Amount unless Tenant fails to pay the Outstanding Amount within five (5) days after Landlord notice of such default to Tenant.]

ARTICLE V

Additional Rent – Taxes

Section 5.1– Definitions.

The term “**Taxes**” is hereby defined to mean all general and special taxes, including existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon or allocable to the Property. There shall be excluded from such taxes interest or penalties on late payment of real estate taxes, all income, estate, succession, gift, inheritance, corporate excise and transfer taxes; provided, however, that if at any time during the Lease Term the present system of ad valorem taxation of real property shall be changed so that in lieu of, or in addition to, the whole or any part of the ad valorem tax on real property, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Property, or a Federal, State, County, Municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect in the jurisdiction in which the Property is located) measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so measured or based, shall be deemed to be included within the term “Taxes”. Landlord shall pay, or cause to be paid, before the same become delinquent, all Taxes, provided however, that if authorities having jurisdiction assess Taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State (as defined in Section 20.13) so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant’s occupancy of the Premises is not disturbed or threatened. Notwithstanding the foregoing, “Taxes” shall not include and Tenant shall not be required to pay any portion of any tax or assessment expense or any increase therein (a) levied on Landlord’s rental income, unless such tax or assessment is imposed in lieu of or as a substitute, either in whole or in part, for Taxes as set forth above, or (b) in excess of the amount which would be payable if such tax or assessment expense were paid in installments over the longest permitted term.

Section 5.2– Personal Property Taxes.

Tenant shall pay all taxes which may be lawfully charged, assessed, or imposed upon all of Tenant’s fixtures and equipment of every type and also upon all of Tenant’s personal property in the Premises, and Tenant shall pay all license fees and other charges which may lawfully be imposed upon the business of Tenant conducted upon the Premises.

Section 5.3– Tenant’s Proportionate Share of Taxes.

- (a) From and after the Commencement Date, Tenant shall, on account of each tax year that occurs during the remainder of the Term of this Lease, pay to Landlord, as Additional Rent, Tenant’s Proportionate Share of the Taxes for such tax year.
- (b) Tenant’s Proportionate Share of Taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the Term. Where the applicable tax bills and computations are not available prior to the end of the Term hereof, then a tentative computation shall be made on the basis of the previous fiscal year’s Taxes payable by Tenant, with a final adjustment to be made between Landlord and Tenant promptly after all bills and computations are available for such period. Landlord shall provide to Tenant copies of all Tax bills upon request.
- (c) Tenant’s Proportionate Share of Taxes shall be due and payable within thirty (30) days after receipt by Tenant of Landlord’s invoice. However, Tenant shall make monthly tax deposits with Landlord in an amount equal to one-twelfth (1/12th) of the annual Tenant’s Proportionate Share of Taxes as reasonably estimated by Landlord (taking into account relevant factors including the prior year’s Taxes), with a final adjustment to be made between the parties as soon as Tenant’s Proportionate Share of Taxes has been determined. Accordingly, if the amounts paid by Tenant to Landlord on account of Tenant’s Proportionate Share of Taxes exceeded the amounts to which Landlord was entitled hereunder, or that Tenant is entitled to a credit with respect to Tenant’s Proportionate Share of Taxes, Landlord, at its option, shall refund to Tenant the amount of such excess or apply the amount of such credit, as the case may be, within thirty (30) days after notice of such determination; provided, however, if the Lease Term has ended, Landlord shall promptly provide such refund to Tenant. Similarly, if the amounts paid by Tenant to Landlord on account of Tenant’s Proportionate Share of Taxes were less than the amounts to which Landlord was entitled hereunder, then Tenant shall pay to Landlord, as Additional Rent, the amount of such deficiency within thirty (30) days after notice of such determination.
- (d) In every case, Taxes shall be adjusted to take into account any abatement or refund thereof paid to Landlord by the appropriate authorities, less all of Landlord’s reasonable out of pocket costs of securing such abatement or refund. If Landlord shall elect to negotiate or contest such Taxes, Landlord shall be entitled to bill Tenant for Tenant’s Proportionate Share of the reasonable out of pocket costs and expenses thus incurred by Landlord as and when the same are incurred, and the same shall constitute part of such Taxes. To the extent that Landlord has so billed and received from Tenant payment of such costs and expenses, the same shall not be deducted as aforesaid from the abatement or refund, if any, ultimately received with respect thereto.

ARTICLE VI

Intentionally Omitted

ARTICLE VII

Condition of the Premises

Section 7.1– Landlord’s Work.

Except for Landlord’s Work, to be performed by Landlord in accordance with the provisions of Exhibit C, the Premises are being leased in their present condition, AS IS, WITHOUT REPRESENTATION OR WARRANTY by Landlord. Except for Landlord’s Work, Landlord shall have no obligation to perform any alterations or to make any improvements to the Premises to prepare them for Tenant’s occupancy. Tenant acknowledges that Tenant has inspected the Premises and Common Facilities and has found the same satisfactory and that by taking possession of the Premises, Tenant agrees that the Premises are in good satisfactory condition.

ARTICLE VIII

Assignment and Subletting

Section 8.1– Prohibition.

- (a) Notwithstanding any other provision of this Lease, Tenant shall not, directly or indirectly, assign, mortgage, pledge or otherwise transfer, voluntarily or involuntarily, this Lease or any interest herein or sublet (which term without limitation, shall include granting of concessions, licenses, and the like) or allow any other person or entity to occupy the whole or any part of the Premises, without, in each instance, having complied with all of the applicable terms and conditions of this Article VIII. Any assignment, mortgage, pledge, transfer of this Lease or subletting of the whole or any part of the Premises by Tenant without compliance by Tenant with all of the applicable terms and conditions of this Article VIII shall be invalid, void and of no force or effect. Except for so long as Tenant’s stock is publicly traded (including, without limitation, the initial and follow-on offerings of Tenant’s stock) on a nationally recognized stock exchange and except as expressly permitted pursuant to Section 8.7 hereof, this prohibition includes any direct or indirect change in “control” of Tenant as a result of any assignment, subletting, or other transfer which would occur by operation of law, merger, consolidation, reorganization, acquisition, transfer, or other change of Tenant’s corporate, ownership, and/or proprietary structure, including, without limitation, a change in the partners of any partnership, a change in the members and/or managers of any limited liability company, and/or the sale, pledge, or other transfer of any of the issued or outstanding capital stock of any corporate Tenant. For purposes hereof, “**control**” shall be deemed to be ownership of more than fifty percent (50%) of the stock or other voting interest of the controlled corporation or other business entity.

- (b) In the case of any assignment or subletting, Tenant shall remain fully liable for all obligations of Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. It shall be a condition of the validity of any permitted assignment that the assignee agree in the actual assignment document to be bound by all obligations of Tenant hereunder from and after the date of such assignment, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting subject to, and in accordance with, the terms and conditions of this Article VIII.

Section 8.2– Further Assignment and Subletting

Landlord’s consent to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord’s express consent to any further assignment or subletting subject to, and in accordance with, the terms and conditions of this Article VIII. In no event shall any permitted subtenant or assignee assign or encumber its sublease or further sublet any portion of the Premises, or otherwise suffer or permit any portion of the Premises to be used or occupied by others except subject to, and in accordance with, the terms and conditions of this Article VIII.

Section 8.3– Notice of Assignment or Sublease; Termination Rights.

- (a) If Tenant desires to assign this Lease or sublet all or any portion of the Premises, then Tenant shall give notice thereof (the “**Assignment/Sublease Notice**”) to Landlord, which Assignment/Sublease Notice shall be accompanied by (i) the date Tenant desires the assignment or sublease to be effective, (ii) the material business terms on which Tenant would assign or sublet such premises, (iii) a description of the portion of the Premises to be sublet, if applicable, (iv) a true and complete statement reasonably detailing the identity of the proposed assignee or subtenant, the nature of its business, and its proposed use of the Premises, (v) current financial information with respect to the proposed assignee, including, without limitation, its most recent financial statements (to the extent available), and (vi) such other information Landlord may reasonably request. Excepting only any assignment or subletting expressly permitted pursuant to Section 8.7 hereof, such notice shall be deemed an offer from Tenant to Landlord whereby Landlord (or Landlord’s designee) shall be granted the right (“**Landlord’s Recapture Right**”), at Landlord’s option (x) with respect to a proposed assignment, to terminate this Lease, upon the terms and conditions hereinafter set forth; and (y) with respect to a sublease, to terminate this Lease with respect to the portion of the Premises proposed to be sublet, upon the terms and conditions hereinafter set forth. If Landlord exercises its Landlord’s Recapture Right (in whole or in part) pursuant to the foregoing provisions, then (a) this Lease (or that part of the Lease relating to the part of Premises proposed to be sublet, as applicable) shall end and expire on the date that such assignment or sublease was to commence (as if such date were the Expiration Date), (b) Rent shall be apportioned, paid or refunded as of such

date, (c) Tenant, upon Landlord's request, shall enter into an agreement confirming such termination, and (d) Landlord shall be free to lease the recaptured Premises or applicable part thereof, to any person or persons, including, without limitation, to Tenant's prospective assignee or subtenant.

Section 8.4– Consent to Assignment or Sublease.

Landlord shall either exercise Landlord's Recapture Right as aforesaid, if applicable, or grant or deny its consent to the proposed assignment or sublease by notice from Landlord to Tenant within thirty (30) days after Landlord's receipt of Tenant's notice and the items listed in clauses (i) – (vi) of Section 8.3(a). If Landlord does not exercise Landlord's Recapture Right as aforesaid, if applicable, and provided that no Event of Default of Tenant has occurred hereunder, then Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld, conditioned or delayed. Tenant shall, upon demand, reimburse Landlord for all expenses incurred by Landlord in connection with such assignment or sublease, including, without limitation, all reasonable out of pocket legal fees and expenses incurred by Landlord in connection with the granting of any requested consent (the "**Landlord Consent Costs**").

In no event shall Landlord be considered to have withheld its consent unreasonably to any proposed assignment or subletting if (it being understood that this is not an all-inclusive list):

- (i) the proposed assignee or subtenant has insufficient financial wherewithal to meet its obligations under the Lease or sublease (as the case may be), and/or Landlord has not been furnished with reasonable proof thereof;
- (ii) the proposed assignee or sublessee may, in Landlord's reasonable determination, use the Premises for a use which does not comply with the conditions and restrictions set forth in this Lease;
- (iii) the proposed assignee or subtenant is then an occupant of the Property;
- (iv) the proposed assignee or subtenant is a person or entity (or affiliate of a person or entity) with whom Landlord or Landlord's agent is then or has been within the prior six months negotiating in connection with the rental of space at the Property;
- (v) the form of the proposed sublease or instrument of assignment is not reasonably satisfactory to Landlord;
- (vi) the proposed subtenant or assignee shall be entitled, directly or indirectly, to diplomatic or sovereign immunity, regardless of whether the proposed assignee or subtenant agrees to waive such diplomatic or sovereign immunity, and/or shall not be subject to the service of process in, and the jurisdiction of the courts of, the Commonwealth of Massachusetts; or
- (vii) any institutional mortgagee of the Property or Building whose consent to such assignment or sublease is required fails to consent thereto (provided Landlord has used its diligent commercially reasonable efforts to obtain such consent).

If an Event of Default of Tenant shall occur after Landlord's consent hereunder and at any time prior to the effective date of such assignment or subletting, then Landlord's consent thereto, if previously granted, may be immediately deemed revoked upon notice to Tenant, and in such case, such consent shall be void and without force and effect.

Section 8.5– Subordination.

Each sublease shall be subject and subordinate to this Lease and to the matters that this Lease is or shall be subordinate, it being the intention of Landlord and Tenant that Tenant shall assume and be liable to Landlord for any and all acts and omissions of all subtenants and anyone claiming under or through any subtenants which, if performed or omitted by Tenant, would be a default under this Lease.

Section 8.6– Profits.

Except with respect to Permitted Transfers, if Tenant shall enter into any assignment or sublease permitted hereunder or consented to by Landlord, Tenant shall, within thirty (30) days after Landlord's consent to such assignment or sublease (or thirty (30) days after Tenant's incurring of same if later), deliver to Landlord a complete list of Tenant's Transaction Costs (as hereinafter defined) paid or to be paid in connection with such transaction. Tenant shall deliver to Landlord evidence of the payment of such fees promptly after the same are paid. In consideration of such assignment or subletting, Tenant shall pay to Landlord:

- (a) in the case of an assignment of this Lease, within thirty (30) days after the effective date of the assignment, an amount equal to fifty percent (50%) of all sums and other consideration paid to Tenant by the assignee for or by reason of such assignment after first deducting-customary transaction costs actually incurred by Tenant (collectively "Transaction Costs"), including, without limitation, Tenant's reasonable out-of-pocket third-party brokerage fees, legal fees and expenses, advertising costs, free rent amounts, architectural fees, subtenant improvement costs, and Landlord Consent Costs in connection with such assignment; or
- (b) in the case of a sublease, fifty percent (50%) of any consideration payable under the sublease to Tenant by the subtenant that exceeds on a per square foot basis the Annual Fixed Rent accruing during the term of the sublease in respect of the subleased space after first deducting Tenant's Transaction Costs in connection with such sublease. The sums payable under this clause shall be paid by Tenant to Landlord after recovery by Tenant of the foregoing costs, within thirty (30) days after rent is paid by the subtenant to Tenant.

Section 8.7– Permitted Transfers.

- (a) The prohibition contained in Section 8.1 (and the provisions of Sections 8.3, 8.4, and 8.6) hereof shall not apply to (and Landlord shall have no right to consent to or prevent) the transfer of shares of stock of Tenant (including, without limitation, the initial and follow-on offerings of Tenant's stock) if and so long the voting stock of the then Tenant is publicly traded (or such transfer is an initial or follow-on offering of stock) on a nationally recognized stock exchange. Such exchange-based transfers

(“**Exchange-Based Transfers**”) shall not be deemed to be an assignment or subletting hereunder.

- (b) The provisions of Sections 8.1, 8.3, 8.4, and 8.6 shall not apply to (and Landlord shall have no right to consent to or prevent) the following transfers (each a “**Permitted Transfer**”; and the applicable transferee being referred to hereunder as a “**Permitted Transferee**”):

(i) transactions with a business entity into or with which Tenant is merged, consolidated or reorganized or to which substantially all of Tenant’s stock or assets are transferred so long as (x) such transfer was made for a legitimate independent business purpose and not solely for the purpose of transferring this Lease, (y) the successor to Tenant (or, if the identity of Tenant has not changed, then Tenant immediately after the applicable Permitted Transfer) meets the Net Worth Test, and (z) reasonable proof of such net worth is delivered to Landlord at least ten (10) days prior to the effective date of any such transaction (unless prior notification is prohibited by legal or confidentiality restrictions, in which case Tenant shall provide such proof as soon as legally permissible);

(ii) any change of control of Tenant so long as (x) such transfer was made for a legitimate independent business purpose and not solely for the purpose of transferring this Lease, (y) except with respect to Exchange-Based Transfers, Tenant (immediately after the applicable Permitted Transfer) meets the Net Worth Test, and (z) except with respect to Exchange-Based Transfers, reasonable proof of such net worth is delivered to Landlord at least ten (10) days prior to the effective date of any such transaction (unless prior notification is prohibited by legal or confidentiality restrictions, in which case Tenant shall provide such proof as soon as legally permissible); and

(iii) any sublet of all or part of the Premises or an assignment of this Lease for the Permitted Use to any corporation or other business entity which controls, is controlled by, or is under common control with the original Tenant named herein (a “**Related Corporation**”), for so long as such entity remains a Related Corporation. Such sublease shall not be deemed to vest in any such Related Corporation any right or interest in this Lease or Premises nor shall it relieve, release, impair or discharge any of Tenant’s obligations hereunder. For the purposes hereof, “**control**” shall be deemed to mean ownership of not less than fifty percent (50%) of all of the voting stock of such corporation or not less than fifty percent (50%) of all of the legal and equitable interest in any other business entity if Tenant is not a corporation.

For purposes of this Section 8.7, the term “**Net Worth Test**” means that the successor to Tenant (or, Tenant, if, after the applicable transfer, Tenant remains the Tenant hereunder) has a net worth computed in accordance with generally accepted accounting principles at least equal to the greater of (x) the net worth of Tenant as of the date immediately prior to the applicable transfer and (y) the net worth of Tenant herein named on the date of this Lease.

Section 8.8– No Waiver.

The acceptance by Landlord of the payment of Annual Fixed Rent, Additional Rent or other charges from an assignee or sublease shall not be considered to be a consent by Landlord to any

such assignment, sublease, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord. The listing of any name other than that of Tenant on the doors of Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

Section 8.9– Tenant's Failure to Complete.

If Landlord does not exercise Landlord's Recapture Right and Tenant fails, within one hundred twenty (120) days after the delivery of Tenant's notice, to execute and deliver to Landlord such assignment or sublease then Tenant shall again comply with all of the provisions of this Article VIII before assigning this Lease or subletting all or part of the Premises. In addition, if Landlord consents to a proposed assignment or sublease and Tenant fails to execute and deliver to Landlord such assignment or sublease within one hundred twenty (120) days after the giving of such consent, then Tenant shall again comply with all of the provisions and conditions of this Article VIII before assigning this Lease or subletting all or part of the Premises.

ARTICLE IX

Tenant's Contribution

Section 9.1– Tenant's Proportionate Share of Operating Costs.

- (a) Except as otherwise set forth herein, "**Operating Costs**" shall include all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, managing, equipping, decorating, lighting, repairing, and maintaining the Property including, without limitation, utilities, equipment and facilities relating thereto and/or required to be provided, maintained or improved (or whose provision, maintenance or improvement is required to be contributed to) by Landlord (including, without limitation, off-site utilities and facilities and improvements such as retention areas, drainage facilities, and all taxes, assessments, costs and other expenses related thereto), and all other common areas of the Property (including, but without limitation, the parking areas, all landscaping and gardening and outdoor seating areas, costs of snow plowing or removal and any amenities of the Property for the common use by Tenant and other tenants of the Property, including, without limitation, the costs and expenses incurred by Landlord or an affiliate of Landlord with respect to the operation of the food service operation adjacent to the Property and available to the Property as an amenity (currently known as *Revolution Hall*). Operating Costs under this Section 9.1 shall also include (but shall not be limited to) water and sewer and other utility system charges and assessments; costs of all roof, sky lights, and other maintenance and repairs performed by Landlord; costs of the installation, operation, maintenance, testing and repair of any utility and energy management system including, without limitation, any central HVAC system, central sprinkler system and smoke detection systems; costs of providing, operating and maintaining cellular services, wi-fi or data networks and the like for the Property; costs of Property amenities including,

without limitation, any present or future existing café (separate from the aforementioned *Revolution Hall*), fitness center, collaboration space and bicycle storage areas; non-capital costs of applying and reporting for the Property or any part thereof to seek or maintain certification under the U.S. EPA's Energy Star® rating system, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system or a similar system or standard; costs of applying and reporting for the Property or any part thereof to seek or maintain certification under the WELL Health-Safety system or a similar system or standard; costs of the operation, maintenance and repair of any escalators and elevators; compensation, wages, fringe benefits and payroll taxes paid to, for or with respect to all persons for their services in the operating, maintaining, managing, or cleaning of the Property; costs of liability, property damage, fire, workers' compensation, and other insurance (including, without limitation, all insurance, hazard, rent and otherwise, from time to time carried by Landlord on any or all structures); wages and expenses relating thereto, unemployment taxes, social security taxes, and personal property taxes and assessments; supplies, costs of uniforms and the cleaning thereof; payments by Landlord relating to traffic safety, fire safety, and other governmental services and programs; a property management fee of no more than three percent (3%) of the gross revenues received by Landlord with respect to the Property; the fair market rental value of Landlord's on-site or off-site management office (provided, if the management office services one or more other buildings, the shared costs and expenses of such management office shall be equitably prorated and apportioned between the buildings located on the Property and the other buildings not located on the Property); costs of accounting and bookkeeping services and payments under service contracts with independent contractors for operating, repairing, maintaining or cleaning the of the Property. Operating Costs shall be calculated in accordance with generally accepted accounting principles and practices in effect at the time thereof consistently applied ("**GAAP**").

- (b) Notwithstanding the foregoing, the following shall be excluded from Operating Costs:
- (i) leasing commissions, fees and costs, advertising and promotional expenses and other costs incurred in procuring tenants or in selling the Property or any portion thereof;
 - (ii) legal fees or other expenses incurred in connection with enforcing leases with tenants in the Building;
 - (iii) costs of renovating or otherwise improving or decorating space solely for the benefit of any tenant or other occupant of the Building, including Tenant, or relocating any tenant;
 - (iv) financing costs on any mortgage or other instrument encumbering the Property (and any building thereon) including interest, charges, fees and principal amortization

of debts and the costs of providing the same and rental on ground leases or other underlying leases and the costs of providing the same;

(v) any liabilities, costs or expenses associated with or incurred in connection with the remediation, removal, enclosure, encapsulation or other handling of hazardous materials and the cost of defending against claims and in regard to the existence, emission or release of hazardous materials at the Property (except to the extent of those costs for which Tenant is responsible pursuant to the express terms of the Lease);

(vi) costs of any items for which Landlord is paid or reimbursed by insurance;

(vii) increased insurance assessed specifically to any tenant of the Property for which Landlord is reimbursed by any other tenant or caused by the activities of another occupant of the Property;

(viii) charges for services not provided to Tenant under this Lease or of a nature that are payable directly by Tenant under this Lease and utilities (i.e. water and electricity), services or goods and applicable taxes for which Tenant or any other tenant, occupant, person or other party reimburses Landlord or pays to third parties;

(ix) all other items to the extent that another party compensates or pays so that Landlord shall not recover any item of cost more than once;

(x) the initial cost of installing any specialty service, such as a cafeteria, observatory, broadcasting facilities, child or daycare;

(xi) payments for rental equipment (including, without limitation, equipment for which depreciation is properly charged as an expense or which is needed in connection with normal repairs and maintenance of permanent systems that would constitute a capital expenditure if the equipment were purchased);

(xii) late fees or charges incurred by Landlord due to late payment of expenses, except to the extent attributable to Tenant's actions or inactions;

(xiii) cost of acquiring, securing cleaning or maintaining sculptures, paintings and other works of art;

(xiv) Taxes;

(xv) charitable or political contributions;

(xvi) reserve funds for future improvements, repairs, additions, and the like;

(xvii) costs and expenses incurred in connection with any act, omission of or in contesting or settlement of any claimed violation by Landlord, any other occupant of the Property, or their respective agents, employees or contractors, of law or requirements of law;

(xviii) costs of mitigation or impact fees or subsidies (however characterized), imposed by a governmental authority;

(xix) costs occasioned by casualties or condemnation;

(xx) any capital improvements or expenditures, other than depreciation for capital improvements made by Landlord during the Lease Term (x) to reduce Operating Costs, or (y) to comply with Legal Requirements first enacted following the Commencement Date (the capital expenditures described in subsections (x) and (y) being hereinafter referred to as "**Permitted Capital Expenditures**") plus, in the case of both (x) and (y), an interest factor, actually determined by Landlord, as being the interest rate then charged for long term mortgages by institutional lenders on like properties within the general locality in which the Property is located, and depreciation in the case of both (x) and (y) shall be determined by dividing the original cost of such capital expenditure by the number of years of useful life of the capital item acquired, which useful life shall be determined reasonably by Landlord in accordance with GAAP in effect at the time of acquisition of the capital item;

(xxi) costs for capital expenditures with respect to compliance with the Americans with Disabilities Act (and any similar law), as it exists as of the Commencement Date, and costs for capital expenditures required under any other law except to the extent the same is first enacted after the Commencement Date.

- (c) From and after the Commencement Date, Tenant shall, for the remainder of the Term of this Lease, pay to Landlord, as Additional Rent, Tenant's Proportionate Share of the Operating Costs incurred by Landlord with respect to the Property, including, without limitation, the costs and expenses set forth in this Section 9.1.
- (d) Tenant's Proportionate Share of the Operating Costs shall be paid in monthly installments, in the amount estimated from time to time by Landlord, on the first day of each and every calendar month, in advance.
- (e) In determining the amount of Operating Costs for any calendar year, if less than 100% of the rentable areas of the Property are occupied by tenants at any time during any such year, those Operating Costs that vary based on occupancy such as cleaning costs shall be determined for such year to be an amount equal to the like expenses which would normally be expected to be incurred had such occupancy been 100% throughout such year.
- (f) The parties acknowledge that the Building is a part of a multi-building property and that the costs and expenses incurred in connection with the Property (i.e., the Operating Costs) will be shared between the tenants and occupants of the Building and the tenants and occupants of the other buildings at the Property. Accordingly, as set forth above, Operating Costs shall be determined for the Property as a whole, and Tenant shall be responsible for paying Tenant's Proportionate Share of the Operating Costs for the Property, provided, however, Landlord in its sole discretion, may reasonably determine and equitably allocate some or all Operating Costs which are incurred for the benefit of only one, or less than all of the buildings at the

Property, or which are charged directly to the owner of that building, to that building or buildings individually, in which case, the allocations shall be done in a manner which is fair and consistently applied in Landlord's reasonable judgment, and if said expenses are allocated to the Building only (i.e., only to the Building and not other buildings in the Property), Tenant's share of such Operating Costs shall be Tenant's Building Share as set forth in the Basic Data, and if said expenses are allocated solely to buildings in the Property other than the Building, they shall not also be included in Tenant's Proportionate Share of Operating Costs.

Section 9.2– Tenant’s Audit Right.

- (a) Landlord will deliver the annual Operating Cost statement (the “**Year End Statement**”) to Tenant within one hundred eighty (180) days after the expiration of the respective Lease Year (with reasonable detail and backup). Landlord’s failure to render any Year End Statement on a timely basis with respect to any calendar year shall not prejudice Landlord’s right to thereafter render a Year End Statement with respect to such calendar year or any subsequent calendar year, nor shall the rendering of a Year End Statement prejudice Landlord’s right to thereafter render a corrected Year End Statement for that calendar year.
- (b) Subject to the provisions of this Section 9.2, Tenant shall have the right, at Tenant’s sole cost and expense, to examine the correctness of the Year End Statement, provided by Landlord under the applicable provisions of this Lease, or any item contained therein:
 - (i) Any request for examination in respect of any calendar year may be made by notice from Tenant to Landlord no more than ninety (90) days after the date (the “**Operating Cost Statement Date**”) that Landlord provides a Year End Statement to Tenant in respect of such calendar year. Any examination under the preceding sentence must be completed and the results communicated to Landlord no more than ninety (90) days after Tenant has made such request, as provided herein.
 - (ii) Tenant hereby acknowledges and agrees that Tenant’s sole right to contest any Year End Statement shall be as expressly set forth in this Section 9.2. Tenant hereby waives any and all other rights provided pursuant to applicable laws to inspect Landlord’s books and records and/or to contest the Year End Statement (except with respect to manifest error or fraud). If Tenant shall fail to timely exercise Tenant’s right to inspect Landlord’s books and records as provided in this Section, or if Tenant shall fail to timely communicate to Landlord the results of Tenant’s examination as provided in this Section, with respect to any calendar year, then the Year End Statement delivered by Landlord to Tenant shall be conclusive and binding on Tenant (except with respect to manifest error or fraud).
 - (iii) Such of Landlord’s books and records pertaining to Tenant’s Proportionate Share of the Operating Costs for the specific matters questioned by Tenant for the calendar year included in Landlord’s Year End Statement shall be made available to Tenant within thirty (30) days after Landlord timely receives the notice from Tenant to make such examination

pursuant to this Section, either electronically or during normal business hours, at the offices where Landlord keeps such books and records.

(iv) Tenant shall have no right to make such examination unless Tenant has paid the amount shown on the Year End Statement. Tenant shall have the right to make such examination no more than once in respect of any calendar year in which Landlord has given Tenant a Year End Statement.

(v) Such examination may be made only by the following (each, an “**Authorized Auditor**”): (x) a qualified employee of Tenant, (y) an independent nationally or regionally recognized certified public accounting firm or brokerage firm licensed to do business in the State, or (z) another audit firm licensed to do business in the State, subject to Landlord’s approval, which shall not be unreasonably withheld, conditioned, or delayed. No examination shall be conducted by an Authorized Auditor who is to be compensated, in whole or in part, on a contingent fee basis. All costs and expenses of any such examination shall be paid by Tenant.

(vi) As a condition to performing any such examination, Tenant and its examiners shall be required to execute and deliver to Landlord an agreement, in form reasonably acceptable to Landlord, agreeing to keep confidential any information which it discovers about Landlord or the Building or any other building on the Property in connection with such examination.

(vii) No subtenant shall have any right to conduct any such examination and no assignee (other than a Permitted Assignee) may conduct any such examination with respect to any period during which the assignee was not in possession of the Premises.

(viii) If as a result of such examination Landlord and Tenant agree (or it is finally determined) that the amounts paid by Tenant to Landlord on account of Tenant’s Proportionate Share of Operating Costs exceeded the amounts to which Landlord was entitled hereunder, or that Tenant is entitled to a credit with respect to Tenant’s Proportionate Share of Operating Costs, Landlord, at its option, shall refund to Tenant the amount of such excess or apply the amount of such credit, as the case may be, within thirty (30) days after the date of such agreement (unless the term has ended, in which case Landlord shall promptly refund to Tenant the amount of such excess). Similarly, if Landlord and Tenant agree (or it is finally determined) that the amounts paid by Tenant to Landlord on account of Tenant’s Proportionate Share of Operating Costs were less than the amounts to which Landlord was entitled hereunder, then Tenant shall pay to Landlord, as Additional Rent, the amount of such deficiency within thirty (30) days after the date of such agreement. Except as provided in this Section, Tenant shall have no right whatsoever to dispute by judicial proceeding or otherwise the accuracy of any Year End Statement.

ARTICLE X

Landlord Services

Section 10.1–Utilities.

Landlord shall, as part of Landlord’s Work, separately meter or submeter the Premises for electricity, heating, ventilation and air conditioning, and natural gas. Tenant, at its expense, shall

pay all costs of the charges for all utilities and services used in or at the Premises, including, without limitation, water, sewer, gas, telephone, internet, heating, ventilation and air conditioning, cable and electric utility services, and all related systems and meters (collectively, “**Utilities**”). Tenant agrees to indemnify and hold the Landlord and the Landlord Parties (as hereinafter defined) harmless from and against any and all third-party claims against Landlord arising from all costs and charges for Utilities consumed on or by the Premises. Tenant shall pay all charges and other amounts for separately metered Utilities directly to the applicable utility providers. Tenant’s failure to timely pay Utilities shall (subject to applicable notice and grace periods) be a default by Tenant hereunder. All utilities and services (including Utilities) supplied to the Premises and not paid by Tenant directly to the utility provider, or separately submetered and billed by Landlord to Tenant, shall be deemed Operating Costs. If Tenant’s requirements for Utilities are, in Landlord’s judgment, in excess of normal requirements for the Premises, Landlord reserves the right to require the Tenant to procure such excess requirements at the Tenant’s expense by arrangement with an appropriate local utility provider, which arrangements, other than the cost and expense therefor, shall be subject to the approval of Landlord.

Section 10.2– Life Safety System.

Landlord shall operate, maintain, and repair, in good working condition and in accordance with all Legal Requirements, a base building sprinkler and life safety/fire alarm system for the Building. Tenant shall be permitted, as part of the Landlord’s Work, to tie into such life safety/fire alarm system in accordance with Landlord’s reasonable rules and regulations relating thereto.

Section 10.3– Other Services to be Furnished by Landlord to Tenant.

Landlord shall provide, the cost of which shall be included in Operating Costs to the extent permitted under Article IX of this Lease, except as otherwise provided and subject to Legal Requirements, the following services: (a) heating, ventilation and air conditioning service to the common areas of the Building during Normal Business Hours (as defined below), (b) electrical service of [**CONFIRM EACH LEASE WITH MATRIX: (i) twelve (12) watts per rentable square foot of the laboratory portion(s) of the Premises and (ii) four (4) watts per rentable square foot of the office portion(s) of the Premises (on an assumed ratio of 60/40 lab to office within the Premises), which shall be furnished by the electric utility company serving the Building**], (c) water and sewer service to the Premises, (d) gas service to the Building and the Premises, (e) snow and ice removal for the outside areas of the Building, (f) pest removal with respect to the Building, and (g) janitorial service in and about the common areas of the Building. The janitorial specifications for the Building will be comparable to that of other similar quality laboratory, research and development buildings and/or projects in the Market Area. As used herein, the term “**holidays**” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and other days recognized by the United States of America as official holidays, but “holidays” shall not include, for purposes of determining the janitorial service obligations, Patriot’s Day, Veterans Day, Columbus Day, President’s Day or Martin Luther King Day. “**Normal Business Hours**” for the Building are all applicable weekdays from 8:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 1:00 p.m. At Tenant’s request, Landlord shall provide after-hours HVAC service to the Premises at Landlord’s then-prevailing rates reflecting Landlord’s actual costs.

[At Tenant's request, Landlord shall provide after-hours HVAC service to the Premises at Landlord's then-prevailing rates reflecting Landlord's actual costs.] Landlord may at any time close temporarily the common areas of the Property or any portion thereof to make repairs or changes to prevent the acquisition of public rights therein, and may do such other acts in and to the common areas as in its judgment may be desirable to improve the convenience thereof; provided, however, Landlord shall use its commercially reasonable efforts to minimize interference with Tenant's operations in the Premises in connection therewith.

Section 10.4– pH System.

The pH neutralization system for the Building is intended to be located on the first (1st) floor of the Building in a room that contains the pH systems of other tenants, and which will be shared proportionately with all other tenants in the Building. Landlord shall obtain a wastewater treatment operator permit (a "MWRA pH Permit") from the Massachusetts Water Resources Authority ("MWRA") for its use of the pH neutralization system. As part of the Landlord's Work, the Premises shall be connected to, and thereafter to use, the pH neutralization system, subject to the following conditions:

- (1) Tenant's use of the pH neutralization system shall be at Tenant's sole risk to the extent permitted pursuant to applicable laws (Landlord making no representation or warranty regarding the sufficiency of the pH neutralization system for Tenant's use).
- (2) Tenant's use of the pH neutralization system shall be undertaken by Tenant in compliance with all applicable laws, but Landlord shall obtain any and all permits, including, but not limited to the MWRA pH Permit, required in connection with such use by Tenant.
- (3) The pH neutralization system may be relocated by Landlord to another area in the Building, provided that such relocated pH neutralization system shall provide comparable functionality and utility to the pH neutralization system in its existing location.
- (4) The use of the pH neutralization system shall be subject to the rules and regulations for the Building.

Tenant shall not introduce any substances or materials into the pH neutralization system which (x) are in violation of the terms of the MWRA pH Permit or any other MWRA permit, (y) are in violation of applicable laws, or (z) would interfere with the proper functioning of the pH neutralization system.

Section 10.5- No Damages.

When necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements which in the reasonable judgment of Landlord are desirable or necessary to be made, Landlord reserves the right, upon as much prior notice to Tenant as is practicable under the circumstances and no less than twenty-four (24) hours' notice except in the event of an emergency,

to interrupt, curtail, or stop the furnishing of utilities supplied by Landlord to Tenant hereunder. Landlord shall exercise reasonable diligence to eliminate the cause of any such interruption, curtailment, stoppage or suspension, but, except as set forth below, there shall be no diminution or abatement of Rent or other compensation due from Landlord to Tenant hereunder, nor shall this Lease be affected or any of Tenant's obligations hereunder reduced, and Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems. In addition, failure by Landlord to any extent to furnish or cause to be furnished the utilities or services described this Lease, or any cessation or interruption thereof, resulting from causes beyond Landlord's reasonable control shall not render Landlord liable in any respect for damages, provided, however, that Landlord shall use all reasonable efforts to restore such utilities or service by work commenced and prosecuted diligently and continuously to completion.

Section 10.6- Generator.

[OPTION 1: TENANT SPECIFIC GENERATOR ON ROOFTOP] Tenant shall have the right to install an emergency generator ("**Generator**") on the roof of the Building in the location shown on Exhibit F attached hereto ("**Generator Area**"). Said demise of the Generator Area shall be upon all of the same terms and conditions of the Lease, except as set forth in this Section. Tenant shall not install or operate the Generator until Tenant has obtained and submitted to Landlord copies of all required governmental permits, licenses, and authorizations necessary for the installation and operation of the Generator. In addition, Tenant shall comply with all reasonable construction rules and regulations promulgated by Landlord in the installation, maintenance and operation of the Generator. Tenant shall be permitted to use the Generator Area solely for the maintenance and operation of the Generator, and the Generator and Generator Area are solely for the benefit of Tenant. All electricity generated by the Generator may only be consumed by Tenant in the Premises. In addition to the foregoing:

- (a) Tenant shall, at Tenant's cost, screen, as directed by Landlord, the area around the Generator Area.
- (b) Landlord shall have no obligation to provide any services including, without limitation, electric current, to the Generator Area.
- (c) Tenant may remove the Generator at any time during the term of the Lease upon prior written notice to Landlord, provided that Tenant restores the Generator Area to the same condition as the area surrounding the Generator at the time of such removal.
- (d) In addition to and without limiting Tenant's obligations under the Lease, Tenant shall comply with all applicable environmental and fire prevention laws, ordinances and regulations in Tenant's use of the Generator Area. Without limitation of the foregoing, in no event shall Tenant be permitted to utilize diesel or other liquid fuel in connection with the Generator.
- (e) In addition to and without limiting Tenant's obligations under the Lease, Tenant covenants and agrees that the installation and use of the Generator shall not adversely affect the insurance coverage for the Building. If for any reason, the

installation or use of the Generator shall result in an increase in the amount of the premiums for such coverage, then Tenant shall be liable for the full amount of any such increase.

- (f) Tenant shall, at Tenant's sole cost and expense, repair and maintain the Generator and the Generator Area.
- (g) Landlord may require Tenant, at Landlord's cost, to relocate the Generator within the Property to a mutually agreeable location with comparable functionality (such agreement not to be unreasonably withheld, conditioned or delayed), which relocation shall be performed by Tenant within a reasonable period following such request (taking into account any reasonable time necessary to obtain permits and approvals for such work, Tenant hereby agreeing to use diligent good faith efforts to obtain the same and to promptly commence and prosecute to completion such relocation thereafter).

OPTION 2: BASE BUILDING GENERATOR Landlord shall install and make available a back-up generator (the "**Base Building Generator**") to connect to the Premises' emergency electrical panel. Tenant shall be entitled to use up to **four (4)** watts per rentable square foot of the Premises from the Base Building Generator. The cost of maintaining, repairing, and replacing the Base Building Generator shall constitute Operating Costs. Landlord expressly disclaims any warranties with regard to the Base Building Generator or the installation thereof, including any warranty of merchantability or fitness for a particular purpose. Landlord shall maintain the Base Building Generator and any equipment connecting the Base Building Generator to Tenant's automatic transfer switch in good working condition, provided, however, that Tenant shall be solely responsible, at Tenant's sole cost and expense, (and Landlord shall not be liable) for maintaining and operating Tenant's automatic transfer switch and the distribution of power from Tenant's automatic transfer switch throughout the Premises, and provided further that Landlord shall not be liable for any failure to make any repairs or to perform any maintenance of the Base Building Generator that is an obligation of Landlord unless and except to the extent that Landlord willfully fails to make such repairs or perform such maintenance and such failure persists for an unreasonable time after Tenant provides Landlord with written notice of the need for such repairs or maintenance.

ARTICLE XI

Other Tenant Covenants

Section 11.1– Use.

- (a) It is understood, and Tenant so agrees, that the Premises during the Term of this Lease shall be used and occupied by Tenant only for the purposes specified as the use thereof in Section 1.1(j) of this Lease, and for no other purpose or purposes. Further, Tenant's operation for business in the Premises shall comply with all laws, rules and regulations applicable thereto. Tenant shall have access to the Premises 24 hours per day, 7 days per week. Tenant and Tenant's employees and invitees shall have the right to use the common areas of the Property at all times during the

Term, as it may be extended, subject to reasonable rules and regulations enacted by Landlord from time to time of which Tenant has received notice.

- (b) Notwithstanding any other provision of this Lease, Tenant shall not use the Premises, the Building, the Property, or any part thereof, or suffer or permit the use or occupancy of the Premises, the Building, the Property, or any part thereof (i) in a manner which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease; (ii) for any unlawful purposes or in any unlawful manner; (iii) which, in the reasonable judgment of Landlord (taking into account the use of the Building as a research and development building and the increased service requirements for research and development space) shall (a) impair, interfere with or otherwise diminish the quality of any of the Building services or the proper and economic heating, cleaning, ventilating, air conditioning or other servicing of the Building or Premises, or the use or occupancy of any of the common areas; (b) occasion impairment, interference or injury in any material respect (and Tenant shall not install or use any electrical or other equipment of any kind (including, without limitation, Tenant's Rooftop Equipment), which, in the reasonable judgment of Landlord, will cause any such impairment, interference, or injury), or cause any injury or damage to any occupants of the Premises or other tenants or occupants of the Building or their property; or (c) cause harmful air emissions, laboratory odors, vibration or noises or any unusual or other objectionable odors, vibrations, noises or emissions to emanate from the Premises or otherwise unreasonably disturb other tenants; or (iv) in a manner which is materially inconsistent with the operation and/or maintenance of the Building as a first-class research and development building.
- (c) [**OPTIONAL PROVISION FOR USE OF A VIVARIUM:**] Tenant may conduct animal research within the Premises using (i) any animal tissue, (ii) any small dead animal, and (iii) any live small animals such as fish, laboratory mice, laboratory rats, or such other small live animals as may be approved in writing by Landlord in advance (which approval may not be unreasonably withheld, delayed, or conditioned) (collectively, the "**Permitted Animals**"). Tenant shall be responsible, at its sole expense, for the operations of its vivarium in accordance with all Legal Requirements and with good industry practices and subject to the following: (i) all testing and research shall be conducted in strict compliance with all applicable Legal Requirements and with good scientific and medical practice; (ii) all dead animals, any part thereof or any waste products related thereto, shall be disposed of, at the sole cost and expense of Tenant, in strict compliance with all applicable Legal Requirements and with good scientific and medical practice; and (iii) no odors, noises or any similar nuisance above background levels shall be permitted to emanate from any vivarium. Tenant shall procure and deliver to Landlord copies of all permits and approvals necessary for the use and operation of its vivarium, and shall maintain such permits and approvals in full force and effect at all times during the Term. Tenant shall indemnify, save harmless and defend Landlord from and against all liability, claim, damage, loss or cost (including reasonable attorneys' fees) arising out of or relating to the use and operation of any vivarium within the Premises. No animals, animal waste, food or supplies relating to the Permitted

Animals maintained from time to time in the Premises shall be transported within the Building except as herein provided. Deliveries of animals or animal food or supplies to Tenant at the Building or by Tenant within the Building may be made at any time, except that at all times that animals are transported within the Common Areas, they shall be transported in an appropriate cage or other container, and, provided that Landlord provides a reasonable alternate pathway to the Premises through the Building and provides access to the freight elevator therefor, at no time shall any animals, animal waste, food or supplies relating to the animals be brought into, transported through, or delivered to the lobby of the Building or be transported within the Building in elevators other than the freight elevator.

Section 11.2– Signage.

- (a) Tenant shall have the right to install Building standard signage identifying Tenant’s business at the entrance to the Premises, which signage shall be subject to Landlord’s prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed). Except as expressly set forth in this Section 11.2, Tenant shall not inscribe, paint, affix, or otherwise display any sign, advertisement or notice on any part of the outside or inside of, or upon, the Property or the Building to the extent the same is visible from outside of the Premises without Landlord’s consent. If any other signs, advertisements or notices are painted, affixed, or otherwise displayed without the prior approval of Landlord or otherwise in accordance with this Section 11.2, Landlord shall have the right to remove the same, and Tenant shall be liable for any and all costs and expenses incurred by Landlord in such removal.
- (b) Landlord shall provide, at its sole cost and expense, signage consisting of the name and/or logo of Tenant on the monument sign for the Property (“**Tenant’s Monument Signage**”). The maintenance and removal of Tenant’s Monument Signage (including, without limitation, the repair and cleaning of the existing monument façade upon removal of Tenant’s Monument Signage) shall be performed at Landlord’s sole cost and expense, except that Tenant shall be responsible for the cost of any change in Tenant’s Monument Signage during the Term of this Lease.
- (c) If Landlord maintains a directory at the Building, Landlord shall list Tenant within such directory. The initial listing shall be at Landlord’s cost and expense, and any changes to such directory listing shall be at Tenant’s cost and expense (provided that there will be no charge for any changes to any electronic directory, and Landlord shall not charge for any cost with respect to changing the directory other than Landlord’s reasonable out-of-pocket costs with respect to such applicable change).

Section 11.3– Rules and Regulations. Tenant shall, and shall cause all Tenant Parties to, comply with all reasonable rules and regulations hereafter implemented by Landlord, of which Tenant has been given at least five (5) business days’ advance notice, for the care and use of the Building and the Property, but Landlord shall not be liable to Tenant for the failure of other occupants of the

Property to conform to such rules and regulations. Landlord shall not enforce the rules and regulations in a discriminatory manner. If and to the extent there is any conflict between the provisions of this Lease and any rules and regulations for the Building, the provisions of this Lease shall control (and, without limitation, no such rule or regulation shall be enacted by Landlord which diminishes Tenant's Permitted Uses hereunder).

Section 11.4– Floor Load. Tenant shall not place a load upon any floor in the Premises exceeding [*CONFIRM: 125 pounds live load (including partitions) per square foot of floor area*]; and shall not move any safe, vault or other heavy equipment in, about or out of the Premises except in such manner and at such time as Landlord shall in each instance approve (which approval shall not be unreasonably withheld, conditioned, or delayed). Tenant's equipment shall be placed and maintained by Tenant at Tenant's expense in settings sufficient to absorb and prevent vibration or noise that may be transmitted to the Building structure or to any other space in the Building.

Section 11.5– Attorney's Fees. Tenant shall pay, as Additional Rent, all reasonable out of pocket costs, counsel and other fees incurred by Landlord in connection with the successful enforcement by Landlord of any obligations of Tenant under this Lease or in connection with any bankruptcy case involving Tenant. Landlord shall pay, within thirty (30) days of demand by Tenant, all reasonable costs and attorneys' fees and other fees incurred by Tenant in connection with any litigation between Landlord and Tenant where judgment is entered (final, and beyond appeal) in favor of Tenant.

Section 11.6– Tenant's Vendors. Any vendors engaged by Tenant to perform services in or to the Premises including, without limitation, janitorial contractors and moving contractors shall be coordinated with any work being performed by or for Landlord and in such manner as to maintain harmonious labor relations and not to damage the Building or Property or interfere with Building construction or operation and shall be performed by vendors first approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, Tenant shall cause each vendor to carry insurance in accordance with Section 14.4 hereof and to deliver to Landlord certificates of all such insurance.

Section 11.7– Legal Requirements. Tenant shall, and shall cause all Tenant Parties to, comply with all applicable laws, ordinances, rules, regulations, statutes, by-laws, court decisions, and orders and requirements of all public authorities ("Legal Requirements") now or hereafter in force which shall impose a duty on Landlord or Tenant relating to Tenant's use and occupancy of the Premises, including without limitation, which obligation shall include ensuring that all contractors that Tenant utilizes to perform work in the Premises comply with all Legal Requirements. Tenant shall promptly pay all fines, penalties and damages that may arise out of or be imposed because of its failure to comply with the provisions of this Section 11.7.

Section 11.8– Premises Cleaning. Tenant shall be responsible, at its sole cost and expense, for janitorial and removing trash from the Premises to the common dumpster designated by Landlord and for providing biohazard disposal services for the Premises, including the laboratory areas thereof. Such services shall be performed by licensed (where required by Legal Requirements), insured and qualified contractors approved in advance, in writing, by Landlord (which approval shall not be unreasonably withheld, delayed or conditioned) and on a sufficient basis to ensure that the Premises are at all times kept neat and clean. Landlord will provide Tenant with a list of

pre-qualified cleaning vendors for consideration by Tenant. Landlord shall provide a dumpster and/or compactor at the Building loading dock for Tenant's disposal of non-hazardous and non-controlled substances.

Section 11.9– Pest Control. Tenant, at Tenant's sole cost and expense, shall cause the Premises to be inspected on a reasonably regular basis (but no more than once per month) or as needed, and shall cause all portions of the Premises used for the storage, preparation, service or consumption of food or beverages to be cleaned daily in a reasonable manner, and to be treated against infestation by insects, rodents and other vermin and pests whenever there is evidence of any infestation. Tenant shall not permit any person to enter the Premises for the purpose of providing such inspection and/or extermination services, unless such persons have been approved by Landlord, which approval shall not be unreasonably withheld, delayed, or conditioned. If requested by Landlord, Tenant shall, at Tenant's sole cost and expense, store any refuse generated in the Premises by the consumption of food or beverages in a cold box or similar facility.

Section 11.10— Energy Conservation. Landlord may institute upon written notice to Tenant such policies, programs and measures as may be necessary, required, or expedient for the conservation and/or preservation of energy or energy services (collectively, the "**Conservation Program**"), provided however, that the Conservation Program does not, by reason of such policies, programs and measures, reduce the level of energy or energy services being provided to the Premises below the level of energy or energy services (i) then being provided in comparable combination laboratory, research and development and office buildings in the vicinity of the Premises, provided the same shall not come at a material cost to Tenant, or materially adversely affect Tenant's use of the Premises for any of the Permitted Uses, or (ii) as may be necessary or required to comply with Legal Requirements or standards or the other provisions of this Lease. Upon receipt of such notice, Tenant shall comply with the Conservation Program.

Section 11.11— Recycling. Upon written notice, Landlord may establish policies, programs, and measures for the recycling of paper, products, plastic, tin and other materials (a "**Recycling Program**"). Upon receipt of such notice, Tenant will comply with the Recycling Program at Tenant's sole cost and expense.

ARTICLE XII

Alterations

Section 12.1– Landlord's Approval.

- (a) Landlord's Approval Required. Except for those Alterations described in Section 12.1(b), Tenant shall not make alterations, additions, installations, or improvements to the Premises (collectively "**Alterations**"), whether before or during the Lease Term, without Landlord's prior written approval, which may be withheld, in Landlord's sole discretion. Notwithstanding anything to the contrary contained herein, Tenant shall not make Alterations to the Premises which: (i) affect any structural or exterior element of the Building, any area or element outside of the Premises or any facility or base building mechanical system serving any area of the Building outside of the Premises, (ii) involve or affect the exterior design, size,

height or other exterior dimensions of the Building, (iii) enlarge the rentable square footage of the Premises, or (iv) will increase the cost of insurance or taxes on the Building or of the services required for the Building (unless Tenant first gives assurance acceptable to Landlord for payment of such increased cost and that such readaptation will be made prior to such termination without expense to Landlord), in each case without Landlord's prior written approval, which may be granted or withheld in Landlord's sole discretion. Landlord agrees to notify Tenant whether it will be required to remove any such fixtures, equipment, improvements and appurtenances at the end of the term (to the extent the same constitute Specialty Improvements) at the time that Landlord approved Tenant's plans for same if Tenant requests in writing that Landlord make such election at the time that Tenant requests Landlord's approval thereof.

- (b) Alterations Permitted without Landlord's Approval. Notwithstanding the terms of Section 12.1(a), Tenant shall have the right, without obtaining the prior approval of Landlord, but upon written notice to Landlord given at least twenty (20) days prior to the commencement of any work (which notice shall specify the nature of the work in reasonable detail), to make Alterations to the Premises which: (i) are solely within the interior of the Premises, and do not affect the exterior of the Premises and/or the Building (including signs on windows); (ii) do not affect the roof, any structural element of the Building, the mechanical, electrical, plumbing, heating, ventilating, air-conditioning and fire protection systems of the Building (other than location of electric outlets, switches, and similar items); (iii) in each instance (and in the aggregate for any twelve (12) month period) cost less than One Hundred Thousand Dollars (\$100,000.00); and (iv) in all respects, comply with Legal Requirements.
- (c) Specialty Improvements. At the time Landlord approves any of Tenant's Alterations, Landlord shall notify Tenant which of the subject Alterations, if any, constitute Specialty Improvements and whether Tenant will be required to remove such Specialty Improvements at the end of the Term, provided that Tenant shall include the following legend in capitalized and bold type displayed prominently on the top of the first page of Tenant's notice delivered concurrently with such plans and specifications: **"IF LANDLORD FAILS TO NOTIFY TENANT AT THE TIME LANDLORD APPROVES THESE PLANS AND SPECIFICATIONS THAT ANY ALTERATIONS SHOWN THEREON ARE SPECIALTY IMPROVEMENTS (AS DEFINED IN THE LEASE), LANDLORD MAY NOT REQUIRE TENANT TO REMOVE SUCH SPECIALTY IMPROVEMENTS AT THE END OF THE TERM OF THE LEASE."** "Specialty Improvements" shall mean any structural modifications, gyms or fitness centers, full kitchens, interior or interconnecting stairs and any other Alterations which are above standard office, research and lab-related Alterations which in Landlord's commercially reasonable judgment adversely affect the general utility of the Premises for use by prospective future tenants thereof and/or require unusual expense to readapt the Premises to normal use as research and laboratory space.

Section 12.2– Plans; Conformity of Work.

Prior to making any Alterations, Tenant, at its cost and expense, shall submit to Landlord for its approval in accordance with Section 12.1 above, detailed plans and specifications for such proposed Alteration. Landlord's review and approval of any plans and specifications for Alterations and consent to perform work shall not be deemed an agreement by Landlord that such plans, specifications and work conform with Legal Requirements and requirements of insurers of the Building and the other requirements of the Lease with respect to Tenant's insurance obligations (herein called "**Insurance Requirements**") nor deemed a waiver of Tenant's obligations under this Lease with respect to Legal Requirements and Insurance Requirements nor impose any liability or obligation upon Landlord with respect to the completeness, design sufficiency or compliance of such plans, specifications and work with Legal Requirements and Insurance Requirements. Further, Tenant acknowledges that Tenant is acting for its own benefit and account, and that Tenant shall not be acting as Landlord's agent in performing any work in the Premises, accordingly, no contractor, subcontractor or supplier shall have a right to lien Landlord's interest in the Property in connection with any such work. Tenant covenants and agrees that any Alterations made by it to or upon the Premises shall be done in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements now or hereafter in force, that materials of first and otherwise good quality shall be employed therein, that the structure of the Building shall not be endangered or impaired thereby and that the Premises shall not be diminished in value thereby.

Section 12.3– Performance of Work, Governmental Permits and Insurance.

All of Tenant's Alterations shall be coordinated with any work being performed by or for Landlord and in such manner as to maintain harmonious labor relations and not to damage the Building or Property or interfere with the construction on or operation of the Property and, except for installation of furnishings, shall be performed by contractors first approved by Landlord which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall procure all necessary governmental permits before making any repairs, alterations, other improvements, or installations. Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the Tenant's doing of any such work whether the same be performed prior to or during the Term of this Lease. In addition, Tenant shall cause each contractor to carry insurance in accordance with Section 14.4 hereof and to deliver to Landlord certificates of all such insurance. Tenant shall also prepare and submit to Landlord a set of as-built plans, in both print and electronic forms, showing such work performed by Tenant to the Premises promptly after any such Alterations are substantially complete and promptly after any wiring or cabling for Tenant's computer, telephone and other communications systems is installed by Tenant or Tenant's contractor. Without limiting any of Tenant's obligations hereunder, Tenant shall be responsible, as Additional Rent, for the costs of any Alterations in or to the Building that are required in order to comply with Legal Requirements as a result of any Alterations performed by Tenant. Landlord shall have the right to provide reasonable rules and regulations (which shall be applied in a non-discriminatory manner) relative to the performance of any Alterations by Tenant hereunder and Tenant shall abide by all such reasonable rules and regulations and shall cause all of its contractors to so abide including, without limitation, payment for the reasonable Building-standard costs of using Building services (to the extent that the same constitute additional services that Tenant is not already paying for

hereunder). Tenant acknowledges and agrees that Landlord shall be the owner of any additions, alterations and improvements in the Premises or the Building to the extent paid for by Landlord.

Section 12.4– Liens.

Tenant covenants and agrees to pay promptly when due the entire cost of any work done in the Premises by Tenant, its agents, employees or contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the Building or the Property and promptly (but in no event exceeding ten (10) days after Tenant's notice of the filing of same) to discharge any such liens which may so attach.

Section 12.5– Nature of Alterations.

All work, construction, repairs or Alterations made to or upon the Premises, shall become part of the Premises and shall become the property of Landlord and remain upon and be surrendered with the Premises as a part thereof upon the expiration or earlier termination of the Lease Term, except as follows:

- (a) All furniture, equipment, trade fixtures and other personal property of Tenant (including, without limitation, any satellite or microwave dish or any communications equipment and any telephone switch gear, and any security or monitoring equipment installed by Tenant) whether by law deemed to be a part of the realty or not, installed at any time by Tenant or any person claiming under Tenant shall remain the property of Tenant or persons claiming under Tenant and may be removed by Tenant or any person claiming under Tenant at any time or times during the Lease Term or any occupancy by Tenant thereafter and shall be removed by Tenant at the expiration or earlier termination of the Lease Term if so requested by Landlord. Tenant shall repair any damage to the Premises occasioned by the removal by Tenant or any person claiming under Tenant of any such property from the Premises. Notwithstanding the foregoing, Tenant shall not be permitted to remove from the Premises any Non-Removable Alterations (as hereinafter defined). “**Non-Removable Alterations**” shall mean the following whether performed by or on behalf of Tenant, whether or not included in the Landlord's Work: (i) infrastructure typically supporting or required for laboratory, research and development spaces (including, without limitation, fixed or movable casework) and (ii) any supplementary HVAC infrastructure
- (b) At the expiration or earlier termination of the Lease Term, Tenant shall remove any Specialty Improvements made with Landlord's consent during the Lease Term for which such removal was made a condition of such consent under Section 12.1(c). Upon such removal Tenant shall repair any damage occasioned by such removal and restoration.
- (c) If Tenant shall make any Alterations to the Premises for which Landlord's approval is required under Section 12.1 without obtaining such approval, then at Landlord's request at any time during the Lease Term, and at any event at the expiration or earlier termination of the Lease Term, Tenant shall remove such Alterations and

restore the Premises to their condition prior to same and repair any damage occasioned by such removal and restoration. Nothing herein shall be deemed to be a consent to Tenant to make any such Alterations, the provisions of Section 12.1 being applicable to any such work.

Section 12.6– Costs and Expenses.

Within thirty (30) days after receipt of an invoice from Landlord, Tenant shall pay to Landlord, as Additional Rent, all reasonable out of pocket costs and expenses incurred by Landlord to review plans or work for Tenant’s Alterations.

Section 12.7– Increase in Taxes.

Tenant shall pay, as Additional Rent, one hundred percent (100%) of any increase in real estate taxes on the Building or Property which shall, at any time after the Commencement Date, result from Alterations to the Premises made by Tenant if the taxing authority specifically determines such increase results from such Alterations made by Tenant (and reasonable evidence of such taxing authority’s determination is provided in writing).

ARTICLE XIII

Maintenance of Building, Etc.

Section 13.1– Landlord Repairs.

Landlord agrees to keep, or cause to be kept, in good order, condition and repair and in compliance with all Legal Requirements (i) the roofs, foundations, exterior walls (including, without limitation, any glass and windows), and structural portions of the Premises, (ii) any mechanical, electrical, plumbing, and life safety Building systems serving the Premises in common with other tenants or occupants of the Building and not exclusively serving the Premises (the “**Building Systems**”), and (iii) all other common areas of the Property (which shall include, without limitation, the removal of snow and ice from all exterior areas of the Building (including, without limitation, the loading docks, sidewalks, and parking lots serving the Building), and pest removal and control services with respect to the Building’s common areas). Notwithstanding the foregoing, Landlord shall in no event be responsible to Tenant for (x) any damage to the Premises or the Building caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors, or (y) the maintenance and repair of any systems servicing the Premises that are installed by or on behalf of Tenant.

Section 13.2– Tenant Repairs.

Except as specifically set forth herein, Tenant agrees that from and after the Commencement Date, and thereafter until the end of the term hereof, it shall keep reasonably neat and clean and reasonably free of vermin and other pests (other than Permitted Animals used in connection with the Permitted Uses) and in reasonably good repair, order and condition (reasonable wear and tear and damage by casualty excepted): the Premises, including without limitation the entire interior of the Premises, all electronic, phone and data cabling and related equipment (other than building service equipment) that is installed by or for the exclusive benefit of the Tenant (whether located

in the Premises or other portions of the Building or Property), all fixtures, equipment and specialty lighting therein, any supplemental HVAC and humidification equipment exclusively serving the Premises, electrical equipment wiring, doors, non-structural walls, windows and floor coverings, and all laboratory specific systems and equipment that exclusively serve the Premises and were installed and are operated by Tenant, including, without limitation, equipment critical to laboratory operations. Tenant shall not permit or commit any waste.

ARTICLE XIV

Indemnity and Commercial/General Liability Insurance

Section 14.1– Tenant’s Indemnity

- (a) Indemnity. To the fullest extent permitted by law, and subject to Section 14.14 hereof, but excluding to the extent caused by the negligence or intentional misconduct of any Landlord Parties, Tenant agrees to indemnify and save harmless Landlord Parties (as hereinafter defined) from and against all claims of whatever nature arising from or claimed to have arisen from (i) any willful misconduct or negligence of Tenant Parties (as hereinafter defined); (ii) any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring in the Premises from the earlier of (A) the date on which any Tenant Party first enters the Premises for any reason or (B) the Commencement Date, and thereafter throughout and until the end of the lease term, and after the end of the lease term for so long after the end of the lease term as Tenant or anyone acting by, through or under Tenant is in occupancy of the Premises or any portion thereof; (iii) any accident, injury or damage whatsoever occurring outside the Premises but within the Building, or on common areas or the Property, where such accident, injury or damage results, or is claimed to have resulted, from any willful misconduct or negligence on the part of any of Tenant Parties; or (iv) any breach of this Lease by Tenant. Tenant shall pay such indemnified amounts as they are incurred by Landlord Parties. This indemnification shall not be construed to deny or reduce any other rights or obligations of indemnity that any of Landlord Parties may have under this Lease or the common law.
- (b) Breach. In the event that Tenant breaches any of its indemnity obligations hereunder or under any other contractual or common law indemnity: (i) Tenant shall pay to Landlord Parties all liabilities, loss, cost, or expense (including attorney’s fees) incurred as a result of said breach; and (ii) Landlord Parties may deduct and offset from any amounts due to Tenant under this Lease any amounts owed by Tenant pursuant to this Section 14.1(b).
- (c) No limitation. The indemnification obligations under this Section 14.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant or any subtenant or other occupant of the Premises under workers’ compensation acts, disability benefit acts, or other employee benefit acts. Tenant waives any immunity from or limitation on its indemnity or contribution liability to Landlord Parties based upon such acts.

Notwithstanding the foregoing or anything to the contrary contained in this Lease (except as set forth in Section 20.19 hereof with respect to a holdover by Tenant), in no event shall Tenant ever be liable to Landlord or any Landlord Parties for any indirect or consequential damages or loss of profits or the like.

- (d) Subtenants and other occupants. Tenant shall require its subtenants and other occupants of the Premises to provide similar indemnities (within the applicable sublease or licensing document) to Landlord Parties in a form reasonably acceptable to Landlord.
- (e) Survival. The terms of this Section 14.1 shall survive any termination or expiration of this Lease.
- (f) Costs. The foregoing indemnity and hold harmless agreement shall include indemnity for all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Landlord Parties in connection with any such claim or any action or proceeding brought thereon, and the defense thereof. In addition, in the event that any action or proceeding shall be brought against one or more Landlord Parties by reason of any such claim, Tenant, upon request from Landlord Party, shall resist and defend such action or proceeding on behalf of Landlord Party by counsel appointed by Tenant's insurer (if such claim is covered by insurance without reservation) or otherwise by counsel reasonably satisfactory to Landlord Party. Landlord Parties shall not be bound by any compromise or settlement of any such claim, action or proceeding without the prior written consent of such Landlord Parties.

Section 14.2– Tenant's Risk.

Tenant agrees to use and occupy the Premises, and to use such other portions of the Building and the Property as Tenant is given the right to use by this Lease at Tenant's own risk. Landlord Parties shall not be liable to Tenant Parties for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to a Tenant Party's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, repairs to any portion of the Premises or the Building or the Property, any fire, robbery, theft, mysterious disappearance, or any other crime or casualty, the actions of any other tenants or occupants of the Building or of any other person or persons, or any leakage in any part or portion of the Premises or the Building or the Property, or from water, rain or snow that may leak into, or flow from any part of the Premises or the Building or the Property, or from drains, pipes or plumbing fixtures in the Building or the Property, except if due to the intentional misconduct or negligence of any Landlord Party. Any leasehold improvements, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant Party, and neither Landlord Parties nor their insurers shall in any manner be held responsible therefor except if due to the intentional misconduct or negligence of any Landlord Party. Landlord Parties shall not be responsible or liable to a Tenant Party, or to those claiming by, through or under a Tenant Party, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Property or otherwise except if due to the intentional misconduct or

negligence of any Landlord Party. The provisions of this Section shall be applicable to the fullest extent permitted by law, and until the expiration or earlier termination of the lease term, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Building or Property. The foregoing, however, shall not relieve Landlord of any of its obligations hereunder, including, without limitation, Landlord's maintenance, repair, and replacement obligations hereunder.

Section 14.3– Tenant's Commercial General Liability Insurance.

- (a) Tenant agrees to maintain in full force on or before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Commencement Date, and thereafter throughout and until the end of the Term, and after the end of the Term for so long as Tenant or anyone acting by, through or under Tenant is in occupancy of the Premises or any portion thereafter, a policy of commercial general liability insurance, insuring Tenant on an occurrence basis against all claims and demands for personal injury liability (including, without limitation, bodily injury, sickness, disease, and death) or damage to property which may be claimed to have occurred from and after the time any of the Tenant Parties shall first enter the Premises, issued on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 10 01 or another Commercial General Liability "occurrence" form providing equivalent coverage. The minimum limits of liability of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate annually. Tenant shall also carry umbrella and/or excess liability coverage in an amount of no less than Five Million Dollars (\$5,000,000) including terrorism coverage. Such policy shall also include contractual liability coverage covering Tenant's liability under this Lease, including without limitation Tenant's indemnification obligations. Such insurance policy(ies) shall name Landlord, Landlord's managing agent and persons claiming by, through or under them, if any, as additional insureds. Such limits may be achieved by a combination of CGL and umbrella/excess liability policies provided umbrella/excess policies are written on a follow form basis.
- (b) Tenant shall take out and maintain a policy of business interruption insurance throughout the Term sufficient to cover at least twelve (12) months of Rent due hereunder and Tenant's business losses during such twelve (12) month period.
- (c) In the event Tenant hosts a function in the Premises, Tenant agrees to obtain, and cause any persons or parties providing services for such function to obtain, the commercially reasonable insurance coverages as reasonably determined by Landlord (including liquor liability coverage, if applicable) and provide Landlord with evidence of the same. The liability coverage will include at least those coverages generally designated Premises/Operations, Products/Completed Operations, and contain no exclusions or endorsements removing or limiting coverage for insured contracts.

- (d) Tenant shall procure and maintain during the Term and for no fewer than three (3) years thereafter, pollution legal liability insurance covering Tenant's operations for claims relating to clean up, bodily injury, and property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, with a deductible not more than Twenty-Five Thousand Dollars (\$25,000) with respect to environmental contamination and pollution caused by Tenant. Such coverage shall have no exclusions expected to be handled and/or generated by Tenant in the course of Tenant's operations and occupancy and shall include terrorism coverage.

Section 14.4– Tenant's Property Insurance.

Tenant shall maintain at all times during the term of this Lease, and during such earlier time as Tenant may be performing work in or to the Premises or have property, fixtures, furniture, equipment, machinery, supplies, or wares on the Premises, and continuing thereafter so long as Tenant is in occupancy of any part of the Premises, business interruption insurance and insurance against loss or damage covered by the so-called ISO Special Cause of Loss form policy (or its equivalent) including terrorism coverage with respect to Tenant's property, fixtures, furniture, equipment, machinery, supplies, and wares, and all alterations, improvements and other modifications made by or on behalf of Tenant in the Premises, and other property of Tenant located at the Premises including without limitation Tenant's Rooftop Equipment and all of Tenant's animals (collectively "**Tenant's Property**"). The ISO Special Cause of Loss form policy (or its equivalent) insurance required by this Section shall be in an amount at least equal to the full replacement cost of Tenant's Property. Landlord and such additional persons or entities as Landlord may reasonably request shall be named as loss payees, as their interests may appear, on the policy or policies required by this Lease. In the event of loss or damage covered by the ISO Special Cause of Loss form policy (or its equivalent) insurance required by this Lease, the responsibilities for repairing or restoring the loss or damage shall be determined in accordance with Article XVI. To the extent that Landlord is obligated to pay for the repair or restoration of the loss or damage covered by the policy, Landlord shall be paid the proceeds of the ISO Special Cause of Loss form policy (or its equivalent) insurance covering the loss or damage. To the extent Tenant is obligated to pay for the repair or restoration of the loss or damage, covered by the policy, Tenant shall be paid the proceeds of the ISO Special Cause of Loss form policy (or its equivalent) insurance covering the loss or damage. If both Landlord and Tenant are obligated to pay for the repair or restoration of the loss or damage covered by the policy, the insurance proceeds shall be paid to each of them in the pro rata proportion of their obligations to repair or restore the loss or damage. If the loss or damage is not repaired or restored (for example, if the lease is terminated pursuant to Article XVI), the insurance proceeds shall be paid to Landlord and Tenant in the pro rata proportion of their relative contributions to the cost of the leasehold improvements covered by the policy.

For any tenant work in the Premises, Tenant shall obtain or have its contractors and subcontractors obtain (and during the performance of such work keep in force) insurance that meets the Landlord's insurance requirements for construction projects.

Section 14.5– Tenant’s Other Insurance.

Tenant agrees to maintain in full force on or before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Commencement Date, and thereafter throughout the end of the Term, and after the end of the Term for so long after the end of the Term as Tenant or anyone acting by, through or under Tenant is in occupancy of the Premises or any portion thereafter, (1) comprehensive automobile liability insurance (covering any automobiles owned or operated by Tenant) issued on a form at least as broad as ISO Business Auto Coverage form CA 00 01 07 97 or other form providing equivalent coverage; (2) worker’s compensation insurance; and (3) employer’s liability insurance. Such automobile liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident. Such worker’s compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Premises are located (as the same may be amended from time to time). Such employer’s liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease-policy limit, and One Million Dollars (\$1,000,000) disease-each employee.

Section 14.6– Requirements for Tenant’s Insurance.

All insurance required to be maintained by Tenant pursuant to this Lease shall be maintained with responsible companies that are admitted to do business, and are in good standing in the Commonwealth of Massachusetts and that have a rating of at least “A-” and are within a financial size category of not less than “Class VIII” in the most current Best’s Key Rating Guide or such similar rating as may be reasonably selected by Landlord. All such insurance shall: (1) be reasonably acceptable in form and content to Landlord; (2) be primary and noncontributory; and (3) if commercially available, contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance, or change in coverage without the insurer first giving Landlord thirty (30) days’ prior written notice (by certified or registered mail, return receipt requested, or by fax or email) of such proposed action. No such policy shall be provided through self-insurance without written approval of the Landlord. Such deductibles and self-insured retentions shall be deemed to be “insurance” for purposes of the waiver in Section 14.13 below. Landlord reserves the right from time to time to require Tenant to obtain reasonable higher minimum amounts of insurance, provided such higher limits are then customarily carried on first-class mixed-use developments. The minimum amounts of insurance required by this Lease shall not be reduced by the payment of claims or for any other reason. In the event Tenant shall fail to obtain or maintain any insurance meeting the requirements of this Article XIV, or to deliver such policies or certificates as required by this Article XIV, Landlord may, at its option, on five (5) days’ notice to Tenant, procure such policies for the account of Tenant, and the reasonable cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of bills therefor.

Tenant shall also carry insurance against such other hazards and in such amounts as may be customarily carried by tenants, owners and operations of similar properties as Landlord may reasonably require for its protection from time to time.

Section 14.7– Additional Insureds.

To the fullest extent permitted by law, the commercial general liability excess/umbrella liability and auto insurance carried by Tenant pursuant to this Lease, and any additional liability insurance carried by Tenant pursuant to Section 14.3 of this Lease, shall name Landlord, Landlord’s managing agent, and such other persons as Landlord may reasonably request from time to time (provided such names are provided to Tenant in writing) as additional insureds (collectively, “**Additional Insureds**”). These Additional Insureds shall be endorsed onto the relevant policies. Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, Landlord’s managing agent, or other Additional Insureds. Such insurance shall also waive any right of subrogation against each Additional Insured.

Section 14.8– Certificates of Insurance.

On or before the earlier of (i) the date on which any Tenant Party first enters the Premises for any reason or (ii) the Commencement Date, Tenant shall furnish Landlord with certificates evidencing the insurance coverage required by this Lease, and renewal certificates and copies of applicable endorsements shall be furnished to Landlord at least annually thereafter, and at least ten (10) days prior to the expiration date of each policy for which a certificate was furnished. Failure by Tenant to provide the certificates or letters required by this Section 14.8 shall not be deemed to be a waiver of the requirements in this Section 14.8.

Section 14.9– Subtenants and Other Occupants.

Tenant shall require its subtenants and other occupants of the Premises to provide written documentation evidencing the obligation of such subtenant or other occupant to indemnify Landlord Parties to the same extent that Tenant is required to indemnify Landlord Parties pursuant to Section 14.1 above, and to maintain insurance that meets the requirements of this Article XIV, and otherwise to comply with the requirements of this Article XIV. Tenant shall require all such subtenants and occupants to supply certificates of insurance and applicable endorsements evidencing that the insurance requirements of this Article XIV have been met and shall forward such certificates and applicable endorsements to Landlord on or before the earlier of (i) the date on which the subtenant or other occupant or any of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees, principals, contractors, licensees, agents, invitees or representatives first enters the Premises or (ii) the commencement of the sublease. Tenant shall be responsible for identifying and remedying any deficiencies in such certificates or applicable endorsements or policy provisions.

Section 14.10– No Violation of Building Policies

Tenant shall not commit or knowingly permit any violation of the policies of fire, boiler, sprinkler, water damage or other insurance covering the Property and/or the fixtures, equipment and property therein carried by Landlord, or do or knowingly permit anything to be done, or keep or permit anything to be kept, in the Premises, which in case of any of the foregoing (i) would result in termination of any such policies, (ii) would adversely affect Landlord’s right of recovery under any of such policies, or (iii) would result in reputable and independent insurance companies

refusing to insure the Property or the property of Landlord in amounts reasonably satisfactory to Landlord.

Section 14.11– Tenant to Pay Premium Increases

If, because of anything done, directly caused or knowingly permitted to be done, or intentionally omitted by Tenant (or its subtenant or other occupants of the Premises), the rates for liability, fire, boiler, sprinkler, water damage or other insurance on the Building or the Property and equipment of Landlord or any other tenant or subtenant or occupant in the Building or the Property shall be higher than they otherwise would be (Landlord acknowledging that Tenant’s use of the Premises solely for the Permitted Use shall not do so), Tenant shall reimburse Landlord for the additional insurance premiums thereafter paid by Landlord which shall have been charged because of the aforesaid reasons, such reimbursement to be made from time to time within ten (10) days after Landlord’s demand.

Section 14.12– Landlord’s Insurance.

- (a) Required insurance. Landlord shall maintain (i) commercially reasonable Commercial General Liability insurance and (ii) insurance against loss or damage with respect to the Property on a Special Cause of Loss form policy or equivalent type insurance form, with customary exceptions, subject to such commercially insurable reasonable deductibles as Landlord may determine, in an amount equal to at least the insurable replacement value of the Property. Such insurance shall be maintained with an insurance company selected by Landlord. Payment for losses thereunder shall be made solely to Landlord.
- (b) Optional insurance. Landlord may maintain such additional insurance with respect to the Property, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its sole discretion elect. Landlord may also maintain such other insurance as may from time to time be required by the holder of any mortgage on the Property.
- (c) Blanket and self-insurance. Any or all of Landlord’s insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties, or by Landlord or any affiliate of Landlord under a program of self-insurance, and in such event the amounts payable by Tenant under Section 9.2 of this Lease shall include the portion of the reasonable cost of blanket insurance or self-insurance that is allocated to the Property.
- (d) No obligation. Landlord shall not be obligated to insure, and shall not assume any liability of risk of loss for, Tenant’s Property, including any such property or work of Tenant’s subtenants or occupants. Landlord will also have no obligation to carry insurance against, nor be responsible for, any loss suffered by Tenant, subtenants or other occupants due to interruption of Tenant’s or any subtenant’s or occupant’s business.

Section 14.13– Waiver of Subrogation.

To the fullest extent permitted by law, the parties hereto waive and release any and all rights of recovery against the other, and agree not to seek to recover from the other or to make any claim against the other, and in the case of Landlord, against all Tenant Parties, and in the case of Tenant, against all Landlord Parties, for any loss or damage incurred by the waiving/releasing party to the extent such loss or damage is insured under any insurance policy required by this Lease or which would have been so insured had the party carried the insurance it was required to carry hereunder. Tenant shall obtain from its subtenants and other occupants of the Premises a similar waiver and release of claims against any or all of Tenant or Landlord. In addition, the parties hereto (and in the case of Tenant, its subtenants and other occupants of the Premises) shall procure an appropriate clause in, or endorsement on, any insurance policy required by this Lease pursuant to which the insurance company waives subrogation. The insurance policies required by this Lease shall contain no provision that would invalidate or restrict the parties' waiver and release of the rights of recovery in this Section. The parties hereto covenant that no insurer shall hold any right of subrogation against the parties hereto by virtue of such insurance policy.

For the purposes of this Lease, the term “**Landlord Party**” or “**Landlord Parties**” shall mean Landlord, any affiliate of Landlord, Landlord's managing agent(s) for the Property, each mortgagee (if any), each ground lessor (if any), and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees and principals. For the purposes of this Lease, the term “**Tenant Party**” or “**Tenant Parties**” shall mean Tenant, any affiliate of Tenant, any permitted subtenant or any other permitted occupant of the Premises, any vendor of Tenant, and each of their respective direct or indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, servants, employees and principals.

Section 14.14– C. 186 § 15.

The foregoing provisions of this Article XIV (as well as any other provisions in this Lease dealing with indemnity and the like by Tenant of Landlord) shall be deemed to be modified in each case by the insertion in the appropriate place of the language: “except as otherwise provided in Mass. G.L. Ter. Ed., C. 186, § 15”.

ARTICLE XV

Landlord's Access to the Premises

Section 15.1– Landlord Access.

Landlord and its designees shall have the right upon reasonable prior notice (and Landlord agrees to provide such notice at least twenty-four (24) hours in advance if reasonably possible) and except in the event of an emergency (in which case no prior notice shall be required unless reasonably possible) to enter upon the Premises during business hours (except in the event of an emergency) for the purpose of inspecting or surveying the same, making repairs, improvements or alterations to the same or exhibiting the same to prospective tenants, purchasers and lenders. Landlord shall use its commercially reasonable efforts to minimize disruption to Tenant's normal business

operations in the Premises in connection with any such entry and at Tenant's election, permit Tenant to have a representative present at such time. If repairs are required to be made by Tenant pursuant to the terms hereof or if Tenant is required to perform any other obligation under this Lease, Landlord may demand that Tenant make such repairs or perform such obligation forthwith, and if Tenant refuses or neglects to commence such repairs or performance within thirty (30) days of such demand and diligently complete the same as soon as reasonably practicable thereafter, Landlord may (but shall not be required so to) make or cause such repairs or performance to be done and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs or performance to be done, or endeavors so to do, Tenant agrees that it will forthwith, within thirty (30) days after demand, pay to Landlord the out-of-pocket cost thus incurred, and if Tenant shall default in such payment, Landlord shall have the remedies provided in Article XIX hereof. In exercising any right which it has to enter the Premises, except in the event of an emergency, Landlord shall in no event enter any laboratory space within the Premises without being accompanied by a representative of Tenant and any such access to the research and development space within the Premises shall be subject to Tenant's reasonable security and safety measures and requirements.

ARTICLE XVI

Damage Clause

Section 16.1– Partial Damage.

In case during the term hereof the Premises shall be partially damaged (as distinguished from “substantially damaged”, as that term is hereinafter defined) by fire, earthquake flood, explosion, the elements, riot or any other casualty (a “**Casualty**”), the risk of which is covered by Landlord's insurance, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount to restore (consistent, however, with zoning laws and building codes then in existence to the extent applicable to such reconstruction) the Premises (excluding Tenant's Property) to substantially the condition in which the Premises was in at the time of such Casualty, except as hereinafter provided, but Landlord shall not be responsible for delay which may result from force majeure, as defined in Section 20.22 hereinbelow.

Section 16.2– Substantial Damage.

If all or part of the Building is substantially damaged (as defined in Section 16.6 below) by Casualty, Landlord shall have the right, at its sole and absolute discretion, to (i) repair or to rebuild the Building or (ii) terminate this Lease. Landlord shall, within ninety (90) days after the occurrence of such Casualty, notify Tenant in writing of Landlord's intention to either (i) repair or to rebuild the Building or (ii) to terminate this Lease. In no event shall Tenant be entitled to compensation or damages on account of annoyance or inconvenience in Landlord's election to cause repairs, construction or re-construction, or election to terminate this Lease. Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount to restore (consistent, however, with zoning laws and building codes then in existence to the extent

applicable to such reconstruction), the Premises (excluding Tenant's Property) to substantially the condition in which the Premises was in at the time of such damage, except as hereinafter provided, but Landlord shall not be responsible for delay which may result from force majeure, as defined in Section 20.22 hereinbelow. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises, in the reasonable estimate of Landlord, including without limitation, if the holder of any mortgage or deed of trust encumbering the Building requires that insurance proceeds be applied to the repayment of the indebtedness secured by the mortgage or the deed of trust encumbering the Building, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving notice to Tenant not later than a reasonable time (not to exceed thirty (30) days) after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration.

Notwithstanding the foregoing, if Landlord elects to rebuild or repair the Building, but in good faith determines that (x) the Building cannot be rebuilt or repaired within two hundred seventy (270) days after the date of the Casualty, without payment of overtime or other premiums, and (y) the damage to the Building has rendered the Premises unusable, Landlord shall notify Tenant thereof in writing at the time of Landlord's election to rebuild or repair, and Tenant shall thereafter have a period of thirty (30) days within which Tenant may elect to terminate this Lease, upon written notice to Landlord. Tenant's termination right described in the preceding sentence shall not apply if the damage was caused by Tenant's negligence or willful misconduct. Tenant's failure to exercise said election within said period shall constitute Tenant's agreement to accept delivery of the Premises under this Lease whenever tendered by Landlord, provided Landlord thereafter pursues reconstruction or restoration diligently to completion, subject to delays beyond Landlord's reasonable control.

Section 16.3– Damage During Last Year.

However, if the Premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise within the last year of the term of this Lease, either party shall have the right to terminate this Lease, provided that notice thereof (the “**Damage Termination Notice**”) is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this Lease and the term hereof shall cease and come to an end thirty (30) days after receipt of the Damage Termination Notice.

Section 16.4– Tenant Restoration.

Unless this Lease is terminated as provided in Section 16.2, Section 16.3 or Section 16.6, if the Premises shall be damaged or destroyed by Casualty, then Tenant shall, as soon thereafter as practicable following the completion of Landlord's required restoration: (i) repair and restore Tenant's Property, to substantially the condition which such Tenant's Property were in at the time of such casualty and (ii) equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business.

Section 16.5– Rent Abatement.

In the event that the provisions of Section 16.1 or Section 16.2 shall become applicable, the Annual Fixed Rent and Additional Rent shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises (or a portion thereof), having regard to the extent to which Tenant may be required to discontinue its use of the Premises (or a portion thereof) for the Permitted Use, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending upon the earlier to occur of: (i) the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do, or (ii) the date that Tenant first reoccupies the Premises for the ordinary conduct of its business therein. Tenant's Annual Fixed Rent, Additional Rent, proportionate share of Operating Costs and Taxes shall be abated in proportion to the percentage of the Premises which is unusable or inaccessible to Tenant in the ordinary conduct of its business until the repairs are completed.

Section 16.6– Definitions.

The terms “**substantially damaged**” and “**substantial damage**”, as used in this Article XVI, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within one hundred and eighty (180) days from the time that such repair or restoration work would be commenced.

ARTICLE XVII

Eminent Domain

Section 17.1– Eminent Domain.

If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. For the purposes of this Article XVII, any deed or any transfer of title in lieu of any such taking shall be treated as such a taking. Moreover, for the purposes of this Article XVII, such a taking of Tenant's entire leasehold interest hereunder in the Premises (or assignment or termination in lieu thereof) shall be treated as a taking of the entire Premises, and in such event Tenant shall be treated as having been deprived of possession on the effective date thereof. Should any part of the Premises be so taken or condemned, and should this Lease not be terminated in accordance with the foregoing provision, Landlord covenants and agrees within a reasonable time after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable (excluding Tenant's Property). Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this Lease. Where Tenant has not already exercised any right of termination accorded to it under the foregoing

portion of this paragraph, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the Building shall be so taken that continued operation of the Premises would be prohibited by zoning or other applicable law, Landlord or Tenant shall have the right to terminate this Lease by giving notice to the other of its desire so to do not later than thirty (30) days after the effective date of such taking.

Section 17.2– Taking Award.

Out of any award for any taking of the Premises (including, without limitation, any taking of Tenant's leasehold interest as aforesaid), in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain only such amounts as may be specifically awarded to it in any such condemnation proceedings, because of moving expenses and/or the taking of its fixtures or furniture and its leasehold improvements to the extent Landlord's award is not thereby reduced and Tenant is not otherwise reimbursed for the same by Landlord.

Section 17.3– Rent Abatement.

In the event of any such taking of the Premises, the Annual Fixed Rent and Additional Rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

ARTICLE XVIII

Bankruptcy or Insolvency

Section 18.1– Bankruptcy.

If Tenant shall become a debtor under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "**Bankruptcy Code**") then, to the extent that the Bankruptcy Code may be applicable or affect the provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor-in-possession shall fail to elect to assume this Lease within sixty (60) days after the commencement of a case under the Bankruptcy Code, this Lease shall be deemed to have been rejected; and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages). No election to assume (and, if applicable to assign) this Lease by the trustee or debtor-in-possession shall be permitted or effective unless: (i) all defaults shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including any reasonably required guaranties and/or security deposits; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's reasonable judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract; and (iii) the assumption and, if applicable, the assignment of this Lease satisfies in full the provisions of the Bankruptcy Code, including, without limitation, Sections 365(b)(1) and (3) and (f)(2); and (iv) the assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the

Bankruptcy Code and the case. No assignment of this Lease by the trustee or debtor-in-possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), (iii) and (iv) of the preceding sentence regarding such assignment and any such assignment, shall, without limitation, be subject to the provisions of Section 10.3 hereof. When pursuant to the Bankruptcy Code the trustee or debtor-in-possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Annual Fixed Rent and other charges specified herein to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby nor any lesser interest or estate of Tenant shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of this Article XVIII or prevent Landlord from regaining possession of the Premises thereupon.

ARTICLE XIX

Landlord's Remedies

Section 19.1– Event of Default.

Any one of the following shall be deemed to be an “**Event of Default**”:

- A. Failure on the part of Tenant to make any payment of Rent or any other payment required hereunder, as and when due, and such failure shall continue for a period of five (5) business days after notice thereof from Landlord to Tenant; provided, however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if (i) Tenant fails to make any payment within five (5) days after the due date therefor, and (ii) Landlord has given Tenant written notice under this Section 19.1(A) on more than one (1) occasion during the twelve (12) month interval preceding such failure by Tenant.
- B. Tenant shall fail to perform or observe any other requirement, term, covenant or condition of this Lease on the part of Tenant to be performed or observed and such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant, or if said default shall reasonably require longer than thirty (30) days to cure, if Tenant shall fail to commence to cure said default within thirty (30) days after written notice thereof and/or fail to diligently prosecute the curing of the same to completion with due diligence, provided in all events the same is completed within ninety (90) days; or
- C. The commencement of any of the following proceedings, with such proceeding not being dismissed within ninety (90) days after it has begun: (i) the estate hereby created being taken on execution or by other process of law; (ii) Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of Tenant's property by a

court of competent jurisdiction; or (v) a petition being filed for the reorganization of Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.

- D. Tenant filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts.
- E. Tenant shall fail to maintain the insurance coverages required in this Lease or violates Tenant's covenants under Article XIV of this Lease, and such failure continues for five (5) business days after written notice from Landlord to Tenant thereof.
- F. Tenant shall assign its interest in this Lease or sublet any portion of the Premises in violation of the requirements of Article VIII of this Lease.

Section 19.2– Termination.

Should any Event of Default occur and be continuing then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may, in accordance with applicable law, in addition to any remedies available to Landlord under applicable statutes or case law, or otherwise, immediately or at any time thereafter, and, to the maximum extent permitted by law, without demand or notice (and Tenant hereby expressly waives any notice to quit possession of the Premises) as may be required by law, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of Rent or preceding breach of covenant and/or Landlord may send written notice to Tenant terminating the term of this Lease; and upon the first to occur of: (i) entry as aforesaid; or (ii) the fifth (5th) day following the sending of such notice of termination, the term of this Lease shall terminate.

Section 19.3– Remedies.

Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. Landlord agrees to use reasonable efforts to relet the Premises after Tenant vacates the same in the event this Lease is terminated based upon an Event of Default

by Tenant hereunder. The marketing of the Premises in a manner similar to the manner in which Landlord markets other premises within Landlord's control within the Property, shall be deemed to have satisfied Landlord's obligation to use "reasonable efforts" hereunder. In no event shall Landlord be required to (i) solicit or entertain negotiations with any other prospective tenant for the Premises until Landlord obtains full and complete possession of the Premises (including, without limitation, the final and unappealable legal right to relet the Premises free of any claim of Tenant), (ii) relet the Premises before leasing other vacant space at the Property, or (iii) lease the Premises for a rental less than the current fair market rent then prevailing for similar space at the Property. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the discounted present value (discounted at the Prime Rate) of the amount of the excess, if any, of the then value of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value in advance (i.e., the fair market value) of the Premises for the balance of the term. To induce Landlord to enter into this Lease, (i) Tenant confirms and agrees that this transaction is a commercial and not a consumer transaction, (ii) Tenant hereby waives any right to trial by jury in any action, proceeding or counterclaim brought by Landlord or Tenant on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, including, but not limited to, any summary process eviction action and (iii) Tenant agrees not to interpose any counterclaim of whatever nature or description (other than mandatory counterclaims) in any proceeding commenced by Landlord for nonpayment of Rent, or any other amount due hereunder, provided the foregoing shall not be construed as a waiver of the right of Tenant to assert such claims in any separate action brought by Tenant. In addition, Tenant shall pay to Landlord all costs of enforcing the terms of this Article XIX, including, without limitation, reasonable attorneys' fees and costs.

ARTICLE XX

Miscellaneous Provisions

Section 20.1– Waiver.

Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord or Tenant of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. Any consent required of Landlord in any provision of this Lease shall not be unreasonably withheld, conditioned, or delayed. Wherever in this Lease provision is made that Landlord shall not unreasonably withhold consent or approval or where any such standard is required as a matter of applicable law which cannot be waived by Tenant (and Tenant waives its rights under any such law to the extent permitted), Tenant's sole remedies for

Landlord's breach of such agreement shall be limited to an action for injunction or declaratory judgment, and in no event shall Landlord be liable for any damages to Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 20.2– Covenant of Quiet Enjoyment.

This Lease is subject and subordinate to all matters of record. Tenant, subject to the terms and provisions of this Lease on payment of the Rent and observing, keeping and performing all of the terms and provisions of this Lease on its part to be observed, kept and performed prior to the expiration of any applicable notice and/or cure periods, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof (exclusive of any period during which Tenant is holding over after the expiration or termination of this Lease without the consent of Landlord) without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. Tenant shall neither assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Building, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that neither Landlord, nor any successor holder of Landlord's interest hereunder, nor any beneficiary of any Trust of which any person from time to time holding Landlord's interest is Trustee, nor any such Trustee, nor any member, manager, partner, director or stockholder nor Landlord's managing agent shall ever be personally liable for any such liability. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors-in-interest, or to take any other action which shall not involve the personal liability of Landlord, or of any successor holder of Landlord's interest hereunder, or of any beneficiary of any trust of which any person from time to time holding Landlord's interest is Trustee, or of any such Trustee, or of any manager, member, partner, director or stockholder of Landlord or of Landlord's managing agent, to respond in monetary damages from Landlord's assets other than Landlord's interest in the Building, as aforesaid. Except as otherwise provided in this Lease, in no event shall Tenant have the right to terminate or cancel this Lease or to withhold Rent or to set-off any claim or damages against Rent as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the Premises (constructive or actual) by Landlord continuing after notice to Landlord thereof and a reasonable opportunity for Landlord to cure the same. Further, (i) in no event shall Landlord or Landlord's managing agent ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like and (ii) in no event shall Tenant ever be held liable to the Landlord Parties for any indirect or consequential damages or loss of profits or the like.

Section 20.3– Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, within ten (10) business days after the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this Lease.

Section 20.4– Notice to Mortgagee and Ground Lessor.

After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with Landlord as ground lessee, which includes the Premises as a part of the leased premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor at the address as specified in said notice (as it may from time to time be changed), and the curing of any of Landlord's defaults by such holder or ground lessor within a reasonable time after such notice (including a reasonable time to obtain possession of the Premises if the mortgagee or ground lessor elects to do so) shall be treated as performance by Landlord. For the purposes of this Section, the term "mortgage" includes a mortgage on a leasehold interest of Landlord (but not one on Tenant's leasehold interest).

Section 20.5– Assignment of Rents.

With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or ground lease on property which includes the Premises, Tenant agrees:

- (a) That the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder, or ground lessor, shall, by notice sent to Tenant, specifically otherwise elect; and
- (b) That, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor. In no event shall the acquisition of title to the Property by a purchaser which, simultaneously therewith, leases the entire Property back to the seller thereof be treated as an assumption, by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser provided that such purchaser-lessor agrees to recognize the right of Tenant to use and occupy the Premises upon the payment of Rent and all other charges payable by Tenant under this Lease and the performance by Tenant of Tenant's obligations under this Lease prior to the expiration of any applicable notice and/or cure periods. For all purposes, such seller-lessee, and its successors

in title, shall be the landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor. Tenant acknowledges that it has been informed by Landlord that Landlord has entered into certain agreements with its lenders ("**Lenders**") which require it to include in this Lease (and requires Tenant to include in any sublease which may be permitted hereunder) the following provisions: (i) no Rent payable under this Lease or under any such sublease may be based in whole or in part on the income or profits derived from the Premises or any subleased premises; (ii) if Lenders succeed to Landlord's interests under this Lease and are advised by Lenders' counsel that all or any portion of the Rent payable under this Lease is or may be deemed to be unrelated business income within the meaning of the Internal Revenue Code of the 1986, as amended, or the regulations issued thereunder, Lenders may elect to amend unilaterally the calculation of rents under this Lease so that none of the rents payable to Lenders under this Lease will constitute unrelated business income, provided that such amendment will not increase Tenant's payment obligations or other liability under this Lease or reduce Landlord's obligations under this Lease; and (iii) if Lenders request, Tenant will be obligated to execute any document Lenders may deem necessary to effect the amendment of this Lease in accordance with the foregoing subsection (ii). Further, no Rent may be paid by Tenant more than thirty (30) days in advance except with Lenders' prior written consent, and any such payment without such consent shall not be binding on Lenders.

Section 20.6– Mechanics' Liens.

Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligations incurred by or for Tenant. If Tenant does not, within ten (10) days after notice of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided in this Lease and by law, the right but not the obligation to cause any such lien to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums incurred by Landlord and all reasonable expenses incurred by it in connection therewith (including, without limitation, reasonable counsel fees) shall be payable to Landlord by Tenant upon demand with interest from the date incurred at the Default Rate. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by applicable laws or that Landlord shall deem proper for the protection of Landlord and the Premises from mechanics' and materialmen's liens.

The parties hereby acknowledge that, in performing any Alterations, additions or other work (collectively "**Tenant Work**"), Tenant is acting for its own benefit and account, and the parties expressly agree that Tenant will not be acting as Landlord's agent in performing any Tenant Work. The fact that Tenant is required to obtain Landlord's consent prior to commencing any Tenant Work is solely for the benefit of Landlord in determining whether such Tenant Work will adversely affect the Building or Property and the granting of Landlord's consent to any Tenant Work shall not be construed to give rights to any other parties. Tenant shall require any contractor who performs Tenant Work to expressly acknowledge and agree to the provisions of this paragraph.

Section 20.7– No Brokerage.

Tenant warrants and represents that it has dealt with no broker or other agent other than [REDACTED] (the “**Brokers**”) in connection with the consummation of this Lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim, other than any claim by the Brokers. Landlord warrants and represents that it has dealt with no broker or other agent other than the Brokers in connection with the consummation of this Lease, and in the event of any brokerage claims against Tenant predicated upon prior dealings with Landlord named herein, Landlord agrees to defend the same and indemnify Tenant against any such claim. Landlord shall be responsible for any commissions or fees owed to the Brokers in connection with this transaction in accordance with a separate agreement between the Brokers and Landlord.

Section 20.8– Definition of Rent and Additional Rent.

Without limiting any other provision of this Lease, it is expressly understood and agreed that Tenant’s participation in Taxes, Operating Costs, utility charges and all other charges which Tenant is required to pay hereunder, including, without limitation, if applicable, any fees and expenses under Section 20.9 hereof, together with all interest and penalties that may accrue thereon, shall be deemed to be “**Additional Rent**”, and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of Annual Fixed Rent. Where the term “**Rent**” is used herein the same shall mean all Annual Fixed Rent and other charges hereunder, including, without limitation, all Additional Rent. Subject to Section 9.3 hereof, Tenant covenants and agrees to pay, without offset except as otherwise provided in this Lease, said Additional Rent in accordance with the provisions of this Lease. Tenant’s failure to object to any statement, invoice or billing rendered by Landlord within a period of one hundred eighty (180) days after Tenant’s receipt thereof shall constitute Tenant’s acquiescence with respect thereto and shall render such statement, invoice or billing an account between Landlord and Tenant.

Section 20.9– Landlord’s Fees and Expenses.

Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all reasonable out of pocket legal fees and expenses incurred by Landlord arising out of or resulting from any Event of Default or from any bankruptcy case involving Tenant, including without limitation, the filing by or against Tenant of any petition for relief under any applicable bankruptcy law (any bankruptcy matter referred to herein being subject to the provisions of Article XVIII hereof).

Further, if Tenant shall request Landlord’s consent or joinder in any instrument pertaining to this Lease, Tenant agrees promptly to reimburse Landlord for the reasonable out of pocket legal fees incurred by Landlord in processing such request, whether or not Landlord complies therewith; and if Tenant shall fail promptly so to reimburse Landlord, same shall be deemed to be a default in Tenant’s monetary obligations under this Lease.

Whenever Tenant shall request approval by Landlord of plans, drawings, specifications, or otherwise with respect to Alterations of the Premises after the Commencement Date, installation of signs including subsequent changes thereof, or the like, Tenant specifically agrees promptly to

pay to Landlord all reasonable out of pocket charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given (provided that Landlord's third party architects or engineers are reasonably required to review the same).

Section 20.10– Invalidity of Particular Provisions.

If any term or provision of this Lease, including but not limited to any waiver of contribution or claims, indemnity, obligation, or limitation of liability or of damages, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20.11– Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Article VIII hereof. Wherever reference in this Lease is made to the managing agent, the same shall mean the managing agent that has been authorized by Landlord to act on its behalf in the management of the Property. Nothing herein shall impose any liability on the managing agent.

The parties acknowledge and agree that, notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature of either party, whether upon this Lease or any related document, shall be deemed valid and binding and admissible by either party against the other as if same were an original ink signature.

Section 20.12– Other Agreements.

Tenant hereby warrants and represents that neither this Lease nor the operation of the Premises hereunder violates the provisions of any instrument heretofore executed by Tenant or any affiliate of Tenant, including, without limitation, any so-called radius restriction contained in any such instrument.

Section 20.13– Governing Law.

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State as the same may from time to time exist. As used herein, "State" shall mean the Commonwealth of Massachusetts.

Section 20.14– Recording; Confidentiality.

Tenant agrees not to record the within lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable laws of the State,

and reasonably satisfactory to Landlord's and Tenant's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. Further, each party hereto agrees upon the expiration or earlier termination of this Lease, on request of the other, to execute a Termination of Notice of Lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's and Tenant's attorney.

Landlord and Tenant each agrees that this Lease, the terms contained herein and any information provided about the other party (including, without limitation and if applicable, any intellectual property of Tenant or information regarding work performed in the Leased Premises by Tenant) will be treated by Landlord as strictly confidential and except as required by law (or except with the written consent of Tenant) will be treated as strictly confidential and except as required by law (or except with the written consent of the other party) such party shall not disclose the same to any third party except for such party's partners, lenders, brokers, accountants and attorneys who have been advised of the confidentiality provisions contained herein and agree to be bound by the same. In the event such party is required by law to provide this Lease or disclose any of its terms or any information about the other party, such party shall give the other party prompt notice of such requirement prior to making disclosure so that the other party may seek an appropriate protective order. If failing the entry of a protective order such party is compelled to make disclosure, such party shall only disclose portions of the lease or such information which such party is required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the information so disclosed. Landlord acknowledges and agrees that, notwithstanding the foregoing and without any right of Landlord to contest or any consent from Landlord, Tenant may make the entire Lease (or any portion thereof) public in connection with any securities filings, offerings, or listings in connection with Tenant being a public company.

Section 20.15– Notices.

Whenever, by the terms of this Lease, notice, demand, or other communication shall or may be given either to Landlord or to Tenant, such notices shall be in writing and shall be sent by hand, registered or certified mail, or overnight or other commercial courier, postage or delivery charges, as the case may be, prepaid as follows:

If intended for Landlord, addressed to Landlord at the address set forth on the first page of this Lease, and a copy in like fashion to the following (or to such other address or addresses as may from time-to-time hereafter be designated by Landlord by like notice):

c/o Greatland Realty Partners
One Federal Street, 18th Floor, Suite 1801
Boston, MA 02110
Attn: Phillip Dorman and Kevin Sheehan

c/o Goulston & Storrs PC
400 Atlantic Avenue
Boston, Massachusetts 02110-3333
Attn: Greatland/10 Maguire

If intended for Tenant, addressed to Tenant at the address set forth on the first page of this Lease and a copy in like fashion to Tenant [Tenant: Please provide notice address if different than page 1 of Lease] (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

Except as otherwise provided herein, all such notices shall be effective when received; provided, that (i) if receipt is refused, notice shall be effective upon the first occasion that such receipt is refused, (ii) if the notice is unable to be delivered due to a change of address of which no notice was given, notice shall be effective upon the date such delivery was attempted or (iii) if the notice address is a post office box number, notice shall be effective the day after such notice is sent as provided hereinabove.

Where provision is made for the attention of an individual or department, the notice shall be effective only if the wrapper in which such notice is sent is addressed to the attention of such individual or department.

Any notice given by an attorney on behalf of Landlord or by Landlord's managing agent shall be considered as given by Landlord and shall be fully effective. Any notice given by an attorney on behalf of Tenant be considered as given by Tenant and shall be fully effective.

Time is of the essence with respect to any and all notices and time periods for giving of notice or taking any action thereto under this Lease.

Section 20.16– When Lease Becomes Binding.

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically confirms and acknowledges that: (i) before entering into this Lease, Tenant has made its own observations, studies, determinations and projections with respect to Tenant's lease of the Premises and all other factors relevant to Tenant's decision to enter into this Lease; and (ii) neither Tenant nor any representative of Tenant has relied upon any representation by (or any "conversation" with) Landlord or any representative of Landlord with respect to the foregoing not contained in this Lease.

Each of Landlord and Tenant hereby represents and warrants to the other that all necessary action has been taken to enter into this Lease and that the person signing this Lease on its behalf has been duly authorized to do so.

Section 20.17– Paragraph Headings.

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

Section 20.18– Lease Superior or Subordinate to Mortgage.

This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to any ground or underlying leases of the Property and to all renewals, extensions, modifications and replacements thereof, and to the lien of all mortgages, deeds of trust or similar encumbrances which may now or hereafter affect the Property, whether or not such mortgages or other encumbrances shall also cover other lands and/or buildings, and to each and every advance made or hereafter to be made under such mortgages and other encumbrances, and to all renewals, modifications, replacements, extensions and consolidations of such mortgages and other encumbrances. This Section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such lease or the holder of any such mortgage or other encumbrance or any of their respective successors in interest may reasonably request to evidence such subordination.

Following Tenant’s written request therefor, Landlord shall use commercially reasonable efforts to obtain a form of Subordination, Non-Disturbance and Attornment Agreement (an “**SNDA**”) for the benefit of Tenant from the then-current holder of any such mortgage or the lessor of any superior lease on the standard form of such holder or lessor, and Tenant shall pay any costs which such holder may impose therefor. The form of SNDA from the existing lender from the Effective Date of this Lease is attached hereto as Exhibit E.

Section 20.19– Holding-Over.

Any holding-over by Tenant after the expiration of the term of this Lease shall be treated as a tenancy at sufferance only. Any such occupancy after such expiration or termination shall be subject to all the terms and provisions of this Lease, except that (a) Tenant shall pay Annual Fixed Rent at the greater of (i) the then market rent in the Market Area, as determined by Landlord in its reasonable discretion; and (ii) Annual Fixed Rent applicable immediately prior to such expiration or termination of this Lease, at the Holdover Percentage (as hereinafter defined), (b) Tenant shall continue to pay Landlord all Additional Rent, and (c) in the event such hold-over continues for more than thirty (30) days after the end of the Term, Tenant shall be liable for all damages, including, without limitation, lost business and consequential damages, incurred by Landlord as a result of such holding-over; Tenant hereby acknowledging that Landlord may need the Premises after the end of the Term for other tenants and that the damages which Landlord may suffer as the result of Tenant’s holding over cannot be determined as of the Execution Date. Nothing contained herein shall grant Tenant the right to holdover after the expiration or earlier termination of the Term. The “**Holdover Percentage**” shall be 150% for the first thirty (30) days of such holdover, and 200% for any period of hold over after the first thirty (30) days.

Section 20.20– Interest.

All payments becoming due under this Lease and not paid within five (5) days after due and payable under this Lease shall bear interest from the applicable due date until received by Landlord at the lesser rate (the “**Default Rate**”) of: (i) four percent (4%) per annum above the prime rate published from time to time in the Wall Street Journal (or if such newspaper ceases to publish the same, the prime rate so-called announced from time to time by a banking institution designated by Landlord (the “**Prime Rate**”); or (ii) the highest lawful rate of interest permitted at the time in the State.

Section 20.21– Tenant Financials.

If Tenant is not a company whose capital stock is traded on a recognized public exchange, within fifteen (15) days after Landlord’s demand therefor in connection with a sale or financing of the Building or Property, which may be made no more often than once per year or during a monetary Event of Default, Tenant shall furnish to Landlord, at Tenant’s sole cost and expense, then current financial statements of Tenant, audited, if audited statements have been recently prepared on behalf of Tenant, or otherwise certified as being true and correct in all material respects by the chief financial officer of Tenant, or by Tenant if the same is an individual.

Section 20.22– Force Majeure.

Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, pandemic, epidemic or other health emergency, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other similar or dissimilar cause beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party’s reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing. It is further understood and agreed that Landlord shall in no event be liable for failure to perform any obligation under this Lease in the event Landlord is prevented from so performing for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant.

Section 20.23– Certain Rights Reserved to Landlord.

- (a) Landlord reserves the right, at any time and from time to time, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Property, as well as in or to the street entrances and/or the common areas, as it may deem necessary or desirable, provided, however, that there be no material obstruction of permanent access to, or material interference with the use and enjoyment of, the Premises by Tenant. Subject to the foregoing, Landlord expressly reserves the right to temporarily close all, or any portion, of the common areas for the purpose of making repairs or changes thereto.
- (b) Landlord may at any time or from time to time (i) construct additional building(s) and improvements and related site improvements (collectively, “**Future**”

Development”) in all or any part of the Property and/or (ii) change the location or arrangement of any improvement outside the Building or on the Property or all or any part of the common areas, or add or deduct any land to or from the Property; provided that there shall be no material increase in Tenant’s obligations or material interference with Tenant’s rights under this Lease in connection with the exercise of the foregoing reserved rights.

- (c) In case any excavation shall be made for building or improvements or for any other purpose upon the land adjacent to or near the Premises, Tenant will afford without charge to Landlord, or the person or persons, firms or corporations causing or making such excavation, license to enter upon the Premises for the purpose of doing such work as Landlord or such person or persons, firms or corporation shall deem to be necessary to preserve the walls or structures of the Building from injury, and to protect the Building by proper securing of foundations.
- (d) If Landlord shall proceed as aforesaid in clause (a) or (b) above, then Landlord shall elect either of the following procedures:

- (i) To exclude all taxes and assessments on the land and buildings of said expansion area as well as all common area maintenance charges with respect to said expansion area from Taxes and the common area maintenance charges in which Tenant is required to participate, in which case the square footage of floor area of the buildings in the expansion area shall be excluded from the denominator in computing Tenant’s share of Taxes and common area maintenance charges hereunder; or

- (ii) To include all such taxes, assessments, and common area maintenance charges for the expansion area in the charges to be pro-rated pursuant to the terms of this Lease, in which case the expansion area shall be deemed to be included within the Property for the purposes of computing Tenant’s Proportionate Share of Taxes and common area maintenance charges.

Section 20.24– Hazardous Materials

Tenant shall not, without the prior written consent of Landlord, bring or permit to be brought or kept in or on the Premises or elsewhere in the Building or the Property (i) any inflammable, combustible or explosive fluid, material, chemical or substance (except for standard office supplies stored in proper containers); and (ii) any Hazardous Material (hereinafter defined), other than the types and quantities of Hazardous Materials which are listed on Exhibit D attached hereto (“**Tenant’s Hazardous Materials**”), provided that the same shall at all times be brought upon, kept or used in so-called ‘control areas’ (the number and size of which shall be reasonably determined by Landlord and provided that Tenant shall have the right to Tenant’s Building Share of the allowable quantity of Hazardous Materials pursuant to applicable laws) and in accordance with all applicable Environmental Laws (hereinafter defined) and prudent environmental practice and (with respect to medical waste and so-called “biohazard” materials) good scientific and medical practice. Tenant shall be responsible for assuring that all laboratory uses are adequately and properly vented. On or before each anniversary of the Commencement Date, and on any earlier date during the 12-month period on which Tenant intends to add a new Hazardous Material or

materially increase the quantity of any Hazardous Material to the list of Tenant's Hazardous Materials, Tenant shall submit to Landlord an updated list of Tenant's Hazardous Materials for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right, from time to time, to inspect the Premises for compliance with the terms of this Section 20.24. Notwithstanding the foregoing, with respect to any of Tenant's Hazardous Materials which Tenant does not properly handle, store or dispose of in compliance with all applicable Environmental Laws, prudent environmental practice and (with respect to medical waste and so-called "biohazard materials") good scientific and medical practice, Tenant shall, upon written notice from Landlord, no longer have the right to bring such material into the Building or the Property until Tenant has demonstrated, to Landlord's reasonable satisfaction, that Tenant has implemented programs to thereafter properly handle, store or dispose of such material. In order to induce Landlord to waive its otherwise applicable requirement that Tenant maintain insurance in favor of Landlord against liability arising from the presence of radioactive materials in the Premises, and without limiting the foregoing, Tenant hereby represents and warrants to Landlord that at no time during the Term will Tenant bring upon, or permit to be brought upon, the Premises any radioactive materials whatsoever (except for those contained, in accordance with Legal Requirements, in Tenant's equipment, such as its imaging devices).

- (a) **Environmental Laws Defined.** For purposes hereof, "**Environmental Laws**" shall mean all laws, statutes, ordinances, rules and regulations of any local, state or federal governmental authority having jurisdiction concerning environmental, health and safety matters, including but not limited to any discharge by any of the Tenant Parties of any Hazardous Material (hereinafter defined) into the air, surface water, sewers, soil or groundwater whether within or outside the Premises, including, without limitation (a) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., (b) the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (c) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (d) the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601 et seq., and (e) Chapter 21E of the General Laws of Massachusetts. Tenant, at its sole cost and expense, shall comply with (i) Environmental Laws, and (ii) any rules, requirements and safety procedures of the Massachusetts Department of Environmental Protection, the Town of Lexington and any insurer of the Building or the Premises with respect to Tenant's use, storage and disposal of any Hazardous Materials.
- (b) **Hazardous Material Defined.** As used herein, the term "**Hazardous Material**" means asbestos, oil or any hazardous, radioactive, or toxic substance, material or waste or petroleum derivative which is or becomes regulated by any Environmental Law, including without limitation live organisms, viruses and fungi, medical waste and any so-called "biohazard" materials. The term "**Hazardous Material**" includes, without limitation, oil and/or any material or substance which is (i) designated as a "hazardous substance," "hazardous material," "oil," "hazardous waste" or toxic substance under any Environmental Law.
- (c) **Chemical Safety Program.** Tenant shall establish and maintain a chemical safety program administered by a licensed, qualified individual in accordance with the requirements of any applicable governmental authority. Tenant shall be solely

responsible for all costs incurred in connection with such chemical safety program, and Tenant shall obtain and maintain during the Term any permit required by any such applicable governmental authority. Without limiting the foregoing, Landlord shall have the right to (a) review and approve any chemical storage areas in the Premises, which shall be located only in the areas shown in the Premises on Exhibit G, attached hereto and (b) review and approve any chemical storage areas in the Premises.

- (d) **Testing.** If any mortgagee or governmental authority requires testing to determine whether there has been any release of Hazardous Materials and such testing is required as a result of the acts or omissions of any of the Tenant Parties, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the reasonable costs thereof, together with interest at the Default Rate until paid in full. Tenant shall execute affidavits, certifications and the like, as may be reasonably requested by Landlord from time-to-time concerning Tenant's best knowledge and belief concerning the presence of Hazardous Materials in or on the Premises, the Building or the Property. In addition to the foregoing, if Landlord reasonably believes that any Hazardous Materials have been released on the Premises in violation of this Lease or any Legal Requirement, Landlord shall have the right to conduct appropriate tests of the Premises or any portion thereof to demonstrate that Hazardous Materials are present or that contamination has occurred due to the acts or omissions of any of the Tenant Parties. Tenant shall pay all reasonable costs of such tests if such tests reveal that Hazardous Materials exist at the Premises in violation of this Lease or any Legal Requirement. Further, Landlord shall have the right to cause a third-party consultant retained by Landlord, at Landlord's expense (provided, however, that such costs shall be included in Operating Costs), to review, but not more than once in any calendar year, Tenant's lab operations, procedures and permits to ascertain whether or not Tenant is complying with law and adhering to best industry practices. Tenant agrees to cooperate in good faith with any such review and to provide to such consultant any information requested by such consultant and reasonably required in order for such consultant to perform such review, but nothing contained herein shall require Tenant to provide proprietary or confidential information to such consultant.
- (e) **Indemnity; Remediation.** Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord Parties harmless from and against any and all Claims against any of the Landlord Parties arising out of contamination of any part of the Property or other adjacent property, which contamination arises as a result of: (i) the presence of Hazardous Material in the Premises, the presence of which is caused by any act or omission of any of the Tenant Parties (i.e., Tenant bringing such Hazardous Material into the Premises), or (ii) from a breach by Tenant of its obligations under this Section 20.24. This indemnification of the Landlord Parties by Tenant includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work or any other response actions required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil, soil vapor or ground water on or under or any indoor air in the

Building based upon the circumstances identified in the first sentence of this Section 20.24. The indemnification and hold harmless obligations of Tenant under this Section 20.24 shall survive the expiration or any earlier termination of this Lease. Without limiting the foregoing, if the presence of any Hazardous Material in the Building or otherwise in the Property is caused or permitted by any of the Tenant Parties and results in any contamination of any part of the Property or any adjacent property, Tenant shall promptly take all actions at Tenant's sole cost and expense as are necessary to return the Property and/or the Building or any adjacent property to their condition as of the date of this Lease, provided that Tenant shall first obtain Landlord's written approval of such actions, which approval shall not be unreasonably withheld, conditioned or delayed so long as such actions, in Landlord's reasonable discretion, would not potentially have any adverse effect on the Property, and, in any event, Landlord shall not withhold its approval of any proposed actions which are required by applicable Environmental Laws. The provisions of this Section 20.24 shall survive the expiration or earlier termination of the Lease.

Without limiting the obligations set forth above, if any Hazardous Material is in, on, under, at or about the Building or the Property as a result of the acts or omissions of any of the Tenant Parties and results in any contamination of any part of the Property or any adjacent property that is in violation of any applicable Environmental Law or that requires the performance of any response action pursuant to any Environmental Law, Tenant shall promptly take all actions at Tenant's sole cost and expense as are necessary to reduce such Hazardous Material to amounts below any applicable reportable quantity, any applicable reportable concentration and any other applicable standard set forth in any Environmental Law such that no further response actions are required; provided that Tenant shall first obtain Landlord's written approval of such actions, which approval shall not be unreasonably withheld, conditioned or delayed so long as such actions would not be reasonably expected to have an adverse effect on the market value or utility of the Property for the Permitted Uses, and in any event, Landlord shall not withhold its approval of any proposed actions which are required by applicable Environmental Laws (such approved actions, "**Tenant's Remediation**").

In the event that Tenant fails to complete Tenant's Remediation prior to the end of the Term, then:

- (i) until the completion of Tenant's Remediation (as evidenced by the certification of Tenant's Licensed Site Professional (as such term is defined by applicable Environmental Laws), who shall be reasonably acceptable to Landlord) (the "**Remediation Completion Date**"), Tenant shall pay to Landlord, with respect to the portion of the Premises which reasonably cannot be occupied by a new tenant until completion of Tenant's Remediation, (A) Additional Rent on account of Operating Costs and Taxes and (B) Annual Rent in an amount equal to the greater of (1) the fair market rental value of such portion of the Premises (determined in substantial accordance with the process described in Section 1.2 above), and (2) Annual Rent attributable to such portion of the Premises in effect immediately prior to the end of the Term; and

- (ii) Tenant shall maintain responsibility for Tenant's Remediation and Tenant shall complete Tenant's Remediation as soon as reasonably practicable in accordance with Environmental Laws. If Tenant does not diligently pursue completion of Tenant's Remediation, Landlord shall have the right to either (A) assume control for overseeing Tenant's Remediation, in which event Tenant shall pay all reasonable costs and expenses of Tenant's Remediation (it being understood and agreed that all costs and expenses of Tenant's Remediation incurred pursuant to contracts entered into, by Tenant shall be deemed reasonable) within thirty (30) days of demand therefor (which demand shall be made no more often than monthly), and Landlord shall be substituted as the party identified on any governmental filings as the party responsible for the performance of such Tenant's Remediation or (B) require Tenant to maintain responsibility for Tenant's Remediation, in which event Tenant shall complete Tenant's Remediation as soon as reasonably practicable in accordance with Environmental Laws, it being understood that Tenant's Remediation shall not contain any requirement that Tenant remediate any contamination to levels or standards more stringent than those associated with the Property's current office, research and development, laboratory, and vivarium uses.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

- (f) Disclosures. Prior to bringing any Hazardous Material into any part of the Property, Tenant shall deliver to Landlord the following information with respect thereto: (a) a description of handling, storage, use and disposal procedures; (b) all plans or disclosures and/or emergency response plans which Tenant has prepared, including without limitation Tenant's Spill Response Plan, and all plans which Tenant is required to supply to any governmental agency or authority pursuant to any Environmental Laws; (c) copies of all Required Permits relating thereto; and (d) other information reasonably requested by Landlord.
- (g) Removal. Tenant shall be responsible, at its sole cost and expense, for Hazardous Material and other biohazard disposal services for the Premises. Such services shall be performed by contractors reasonably acceptable to Landlord and on a sufficient basis to ensure that the Premises are at all times kept neat, clean and free of Hazardous Materials and biohazards except in appropriate, specially marked containers reasonably approved by Landlord.
- (h) End of Term Obligations. Prior to the expiration of this Lease (or within thirty (30) days after any earlier termination), Tenant shall clean and otherwise decommission all interior surfaces (including floors, walls, ceilings, and counters), piping, supply lines, waste lines, acid neutralization systems and plumbing in and/or exclusively serving the Premises, and all exhaust or other ductwork in and/or exclusively serving the Premises, in each case which has carried or released or been contacted by any Hazardous Materials or other chemical or biological materials used in the

operation of the Premises, and shall otherwise clean the Premises so as to permit the Surrender Plan defined below) to be issued.

- (i) Surrender Plan. At least thirty (30) days prior to the expiration of the Term (or, if applicable, within five (5) business days after any earlier termination of this Lease), Tenant shall deliver to Landlord a reasonably detailed narrative description of the actions proposed (or required by any Legal Requirements) to be taken by Tenant in order to render the Premises (including any Alterations permitted or required by Landlord to remain therein) free of Hazardous Materials and otherwise released for unrestricted use and occupancy including without limitation causing the Premises to be decommissioned in accordance with the regulations of the U.S. Nuclear Regulatory Commission and/or the Massachusetts Department of Public Health (the “**MDPH**”) for the control of radiation, and cause the Premises to be released for unrestricted use by the Radiation Control Program of the MDPH (the “**Surrender Plan**”). The Surrender Plan (i) shall be accompanied by a current list of (A) all Required Permits held by or on behalf of any Tenant Party with respect to Hazardous Materials in, on, under, at or about the Premises, and (B) Tenant’s Hazardous Materials, and (ii) shall be subject to the review and approval of Landlord’s environmental consultant. In connection with review and approval of the Surrender Plan, upon request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning the use of and operations within the Premises as Landlord shall request. On or before the expiration of the Term, Tenant shall (i) perform or cause to be performed all actions described in the approved Surrender Plan, and (ii) deliver to Landlord a certification from a third party certified industrial hygienist reasonably acceptable to Landlord certifying that the Premises do not contain any Hazardous Materials and evidence that the approved Surrender Plan shall have been satisfactorily completed by a contractor acceptable to Landlord, and Landlord shall have the right, subject to reimbursement at Tenant’s expense as set forth below, to cause Landlord’s environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the expiration of the Term (or, if applicable, the date which is thirty (30) days after any earlier termination of this Lease), free of Hazardous Materials and otherwise available for unrestricted use and occupancy as aforesaid. Landlord shall have the unrestricted right to deliver the Surrender Plan and any report by Landlord’s environmental consultant with respect to the surrender of the Premises to third parties. Such third parties and the Landlord Parties shall be entitled to rely on the Surrender Report. If Tenant shall fail to prepare or submit a Surrender Plan approved by Landlord, or if Tenant shall fail to complete the approved Surrender Plan, or if such Surrender Plan, whether or not approved by Landlord, shall fail to adequately address the use of Hazardous Materials by any of the Tenant Parties in, on, at, under or about the Premises, Landlord shall have the right to take any such actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Property are surrendered in the condition required hereunder, the cost of which actions shall be reimbursed by Tenant as Additional Rent upon demand. Tenant’s obligations under this Section shall survive the expiration or earlier termination of the Term.

- (j) **Pre-Existing Conditions.** Notwithstanding any provision of this Lease to the contrary, Tenant shall in no event have any liability (by way of indemnification or otherwise) for removal or remediation of any Hazardous Materials from the Premises or the Property or for any loss or damage, to the extent that such Hazardous Materials: (i) existed in, on or under the Premises or the Property, as the case may be, on the Commencement Date, or (ii) were placed or released in, on or under the Premises or the Property other than by the act or omission of Tenant or any Tenant Party, except to the extent (if any) Tenant or any Tenant Party exacerbates the same.

Section 20.25– REIT/UBTI.

Landlord and Tenant hereby agree that it is their intent that all Rent shall qualify as “rents from real property” within the meaning of Sections 512(b)(3) and 856(d) of the Internal Revenue Code of 1986, as amended, (the “**Code**”) and the U.S. Department of the Treasury Regulations promulgated thereunder (the “**Regulations**”). In the event that (i) the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, shall be changed so that any Rent no longer so qualifies as “rent from real property” for purposes of either said Section 512(b)(3) or Section 856(d) or (ii) Landlord, in its sole discretion, determines that there is any risk that all or part of any Rent shall not qualify as “rents from real property” for the purposes of either said Sections 512(b)(3) or 856(d), such Rent shall be adjusted in such manner as Landlord may require so that it will so qualify; provided, however, that any adjustments required pursuant to this Section 20.25 shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to such adjustment. The parties agree to execute such further commercially reasonable instrument as may reasonably be required by Landlord in order to give effect to the foregoing provisions of this Section 20.25.

Without limitation of the foregoing and notwithstanding anything contained in this Lease to the contrary, if a sublease, or license of all or any portion of the Premises is permitted under this Lease, the provisions of this Section 20.25 shall continue to apply, and any rent or other amounts received or accrued by Tenant from such sublease, or license shall not be based on the income or profits of any such sublessee, or licensee.

Section 20.26– Patriot Act.

As an inducement to Landlord to enter into this Lease, Tenant hereby represents and warrants that to the best of Tenant’s knowledge: (i) Tenant is not, nor is it owned or controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury (“**OFAC**”) pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, “Specially Designated National and Blocked Person” or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a “**Prohibited Person**”); (ii) Tenant is not (nor is it owned, controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) from and after the effective date of the above-referenced Executive Order, Tenant (and any person, group, or entity which Tenant controls, directly or indirectly) has not conducted nor will conduct business nor has engaged nor will engage in any

transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including without limitation any assignment of this Lease or any subletting of all or any portion of the Premises or the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be deemed an Event of Default by Tenant under Section 19.1 above, and (y) the representations and warranties contained in this subsection shall be continuing in nature and shall survive the expiration or earlier termination of this Lease. At Landlord's request Tenant shall furnish to Landlord evidence confirming the representations in this Section. Notwithstanding anything to the contrary contained in this Section 20.26, so long as Tenant or its ultimate parent is a company whose capital stock is traded on a recognized public exchange, Tenant makes no representations or warranties as to the persons or entities owning an interest in Tenant.

Section 20.27– Parking.

Tenant shall have the right, subject to the terms hereof, to utilize [2.7 parking spaces per 1,000 rentable square feet of the Premises] (the foregoing referred to herein as "Tenant's Parking"), on an unassigned non-exclusive basis, all subject to the rights of other tenants of the Property for ingress and egress to the parking areas on the Property. Tenant's Parking shall be non-transferable (directly or indirectly) and intended solely for the use of Tenant's employees working from and business invitees to the Premises; and as such Tenant shall not offer them for "use" or "license" to any other entity, the general public, or any other tenants of the Building. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking lot. In addition, Landlord shall not be liable for any loss, injury or damage to persons using the parking lot or automobiles or other property thereon, it being agreed that, to the fullest extent permitted by law, the use of the parking areas shall be at the sole risk of Tenant and its employees. Tenant's rights to park within the parking areas shall be subject to such reasonable rules and regulations therefor as may be set and changed with reasonable prior notice by the Landlord from time to time during the Term. Landlord agrees that such rules and regulations shall be established and applied by Landlord in a non-discriminatory fashion, such that all rules and regulations shall be generally applicable to all other tenants of the Building of a similar nature of Tenant. Landlord reserves the right to relocate and/or temporarily close the parking areas and any or all additional parking facilities to the extent necessary in the event of a casualty or governmental taking or for maintenance and repairs of the parking facilities provided Landlord shall reopen the same or provide replacement parking facilities as soon as practicable thereafter.

Section 20.28– Rooftop Premises.

During the Term, Tenant shall have the right to use that portion of the rooftop of the Building shown on Exhibit F attached hereto (the "Rooftop Premises") for the installation of certain equipment approved by Landlord and purchased and installed by Tenant in accordance with the terms of this Lease (any equipment installed within the Rooftop Premises, as the same may be modified, altered or replaced during the Term, is collectively referred to herein as "Tenant's Rooftop Equipment"). Landlord's approval of such equipment shall not be unreasonably withheld, conditioned or delayed provided Tenant demonstrates to Landlord's reasonable satisfaction that the proposed equipment (i) does not interfere with any base building equipment

operated by Landlord on the roof; (ii) will not affect the structural integrity of the Building or impact the roof or the roof membrane in any adverse manner; (iii) shall be adequately screened so as to minimize the visibility of such equipment; and (iv) shall be adequately sound-proofed to meet all requirements of Legal Requirements and Landlord's specified maximum decibel levels for equipment operations (provided that such Landlord requirements are not enforced in a discriminatory manner against Tenant). Tenant shall not install or operate Tenant's Rooftop Equipment until Tenant has obtained and submitted to Landlord copies of all required governmental permits, licenses, and authorizations necessary for the installation and operation thereof. In addition, Tenant shall comply with all reasonable construction rules and regulations promulgated by Landlord in connection with the installation, maintenance and operation of Tenant's Rooftop Equipment. Except for connection to electric service from which Tenant may obtain electricity at the Rooftop Premises, Landlord shall have no obligation to provide any services including, without limitation, electric current or gas service, to the Rooftop Premises or to Tenant's Rooftop Equipment. Tenant shall be responsible for the cost of repairing and maintaining Tenant's Rooftop Equipment and the cost of repairing any damage to the Building, or the cost of any necessary improvements to the Building, caused by or as a result of the installation, replacement and/or removal of Tenant's Rooftop Equipment. Tenant will have access to the Rooftop Premises as needed to ensure the ongoing maintenance and repair of Tenant's Rooftop Equipment, including by licensed contractors on behalf of Tenant. Landlord makes no warranties or representations to Tenant as to the suitability of the Rooftop Premises for the installation and operation of Tenant's Rooftop Equipment. In the event that at any time during the Term, Landlord determines, in its sole but bona fide business judgment, that the operation and/or periodic testing of Tenant's Rooftop Equipment interferes with the operation of the Building or the business operations of any of the occupants of the Building, then Tenant shall, upon notice from Landlord, cause all further testing of Tenant's Rooftop Equipment to occur after normal business hours (hereinafter defined).

Section 20.29– Letter of Credit.

On or prior to the date of this Lease, Tenant shall deliver to Landlord an irrevocable letter of credit (the "**Letter of Credit**") that shall (a) be in the initial amount of the Security Deposit; (b) be issued on a form reasonably acceptable to Landlord; (c) name Landlord as its beneficiary; (d) be drawn on an FDIC insured financial institution reasonably satisfactory to Landlord that both (x) has an office in the United States that will accept presentation of, and pay against, the Letter of Credit (and, if such office is not in the greater Boston metropolitan area, permits drawings by facsimile transmission) and (y) satisfies both the Minimum Rating Agency Threshold and the Minimum Capital Threshold (as those terms are defined below). The "Minimum Rating Agency Threshold" shall mean that the issuing bank has outstanding unsecured, uninsured and unguaranteed senior long-term indebtedness that is then rated (without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation) "Baa" or better by Moody's Investors Service, Inc. and/or "BBB" or better by Standard & Poor's Rating Services, or a comparable rating by a comparable national rating agency designated by Landlord in its discretion. The "Minimum Capital Threshold" shall mean that the issuing bank has combined capital, surplus and undivided profits of not less than \$1,000,000,000. The Letter of Credit (and any renewals or replacements thereof) shall be for a term of not less than one (1) year. If the issuer of the Letter of Credit gives notice of its election not to renew such Letter of Credit for any additional period, Tenant shall be required to deliver a substitute Letter of Credit satisfying the conditions hereof at least thirty (30) days prior to the

expiration of the term of such Letter of Credit. If the issuer of the Letter of Credit fails to satisfy either or both of the Minimum Rating Agency Threshold or the Minimum Capital Threshold, Tenant shall be required to deliver a substitute letter of credit from another issuer reasonably satisfactory to the Landlord and that satisfies both the Minimum Rating Agency Threshold and the Minimum Capital Threshold not later than twenty (20) business days after Landlord notifies Tenant of such failure. Tenant agrees that it shall from time to time, as necessary, whether as a result of a draw on the Letter of Credit by Landlord pursuant to the terms hereof or as a result of the expiration of the Letter of Credit then in effect, renew or replace the original and any subsequent Letter of Credit so that a Letter of Credit, in the amount required hereunder, is in effect until a date which is at least forty-five (45) days after the Expiration Date. If Tenant fails to furnish such renewal or replacement at least thirty (30) days prior to the stated expiration date of the Letter of Credit then held by Landlord, Landlord may draw upon such Letter of Credit and hold the proceeds thereof (and such proceeds need not be segregated unless otherwise required by Legal Requirements) as a Security Deposit pursuant to the terms of this Section 20.29. Any renewal or replacement of the original or any subsequent Letter of Credit shall meet the requirements for the original Letter of Credit as set forth above, except that such replacement or renewal shall be issued by a national bank reasonably satisfactory to Landlord at the time of the issuance thereof.

Upon an Event of Default, or if any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganizations, arrangements, compositions or other relief from creditors (and, in the case of any proceeding instituted against it, if Tenant shall fail to have such proceedings dismissed within sixty (60) days) or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding, Landlord at its sole option may draw down all or a part of the Letter of Credit to apply against any payment defaults of Tenant hereunder. The balance of any Letter of Credit cash proceeds shall be held in accordance with the provisions below. Should the entire Letter of Credit, or any portion thereof, be drawn down by Landlord, Tenant shall, upon the written demand of Landlord, deliver a replacement Letter of Credit in the amount drawn, and Tenant's failure to do so within ten (10) days after receipt of such written demand shall constitute an additional Event of Default hereunder. The application of all or any part of the cash proceeds of the Letter of Credit to any obligation or default of Tenant under this Lease shall not deprive Landlord of any other rights or remedies Landlord may have nor shall such application by Landlord constitute a waiver by Landlord.

In the event that Landlord transfers its interest in the Premises, Tenant shall upon notice from and at no cost to Landlord, deliver to Landlord an amendment to the Letter of Credit or a replacement Letter of Credit naming Landlord's successor as the beneficiary thereof. If Tenant fails to deliver such amendment or replacement within thirty (30) days after written notice from Landlord, Landlord shall have the right to draw down the entire amount of the Letter of Credit and hold the proceeds thereof in accordance with the requirements below.

Landlord shall hold the balance of cash proceeds remaining after a draw on the Letter of Credit (each hereinafter referred to as the "**Security Deposit**") as security for Tenant's performance of all its Lease obligations. After an Event of Default, Landlord may apply the Security Deposit, or any part thereof, to Landlord's damages without prejudice to any other Landlord remedy. Landlord has no obligation to pay interest on the Security Deposit and may, to the extent permitted by applicable Legal Requirements, co-mingle the Security Deposit with Landlord's funds. If Landlord conveys its interest under this Lease, the Security Deposit, or any part not applied previously, may

be turned over to the grantee in which case Tenant shall look solely to the grantee for the proper application and return of the Security Deposit.

If at the end of the term of this Lease, there is no Event of Default hereunder, the Security Deposit and/or Letter of Credit or the remaining proceeds therefrom, as applicable, shall (less any portion thereof which may have been utilized by Landlord to cure any default or applied to any actual damage suffered by Landlord) be returned to Tenant within forty-five (45) days after the end of the Term.

*[Provided that Tenant has not been in default of any of its material non-monetary or monetary obligations under this Lease beyond applicable notice and cure periods at any time during the Term (the "**Reduction Condition**"), Tenant shall have the right to reduce the amount of the Letter of Credit to \$_____ on the first day of month following the _____ anniversary of the Rent Commencement Date. The reduction in the Letter of Credit shall be accomplished as follows: Tenant shall request such reduction in a written notice to Landlord, and if the Reduction Condition has been met as of the date that such written notice is received, Landlord shall so notify Tenant, whereupon Tenant shall provide Landlord with a substitute Letter of Credit in the reduced amount, or an amendment to the Letter of Credit reducing it to the reduced Security Deposit amount].*

Section 20.30– Guaranty.

As a material inducement to Landlord to enter into this Lease, Tenant shall deliver to Landlord, simultaneously with the execution of this Lease, a guaranty of Tenant’s obligations under this Lease from the entity identified as “**Guarantor**” under Section 1.1(o) of this Lease in the form annexed hereto as Exhibit J (such guaranty, together with any replacements, substitutions or additional guarantees delivered pursuant thereto, and as the same shall be amended, modified or supplemented pursuant to the respective terms and conditions thereof, is herein called the “**Guaranty**”).

ARTICLE XXI

[OPTIONAL ALTERNATIVE PROVISION]

One-time Right of First Offer

Section 21.1–Definitions. For the purposes of this Article XXI:

- (a) “**RFO Conditions**” shall be deemed to be satisfied if as of both the date that Landlord provides Landlord’s RFO Notice, and as of the commencement of the RFO Term, as said terms are hereinafter defined: (1) this Lease is in full force and effect, (2) there exists no uncured Event of Default by Tenant, (3) the originally named Tenant, itself, together with any Permitted Transferee, is occupying the entire Premises, and (4) as of the date on which such RFO Premises are expected to be delivered to Tenant, there remain at least two (2) years left in the Term, including any applicable Extended Term.
- (b) “**Market Area**” shall be defined as set forth in Section 3.4 hereof.
- (c) “**Prevailing Market Rent**” shall be defined as set forth in Section 3.4 hereof.

- (d) **“RFO Premises”** [*shall be all or any separately demised laboratory space in the Building which is contiguous and on the same floor as the Premises, when such area becomes Available for Lease to Tenant, as hereinafter defined*].
- (e) **“Prior Rights”** shall be defined as: (1) any extension or renewal option under the Initial Lease of such RFO Premises, (2) Landlord’s right to enter into an agreement with the tenant or occupant under the Initial Lease to extend or renew the term of such occupancy, and (3) the rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option, or otherwise) of any tenant or occupant of the Property existing as of the date of this Lease.
- (f) Any RFO Premises shall be deemed to be **“Available for Lease to Tenant”**: (1) after the expiration of the term of the initial lease (**“Initial Lease”**) of such RFO Premises to a third party (**“Initial Tenant”**), as such lease may be extended or renewed, (2) when all Prior Rights to lease such RFO Premises, have either lapsed unexercised or by have been irrevocably waived by the holder of such Prior Rights, and (3) when Landlord intends to offer such RFO Premises for lease.

Section 21.2–Exercise and Negotiation Period.

Subject to satisfaction of all of the RFO Conditions (any of which RFO Conditions Landlord may waive, by written notice to Tenant, in Landlord’s sole discretion), Tenant shall have a one-time right of first offer to lease the RFO Premises when such RFO Premises become Available for Lease to Tenant. When Landlord determines that the RFO Premises is Available for Lease to Tenant, Landlord shall give Tenant a written notice (**“RFO Offer”**) offering to lease such RFO Premises to Tenant. Each RFO Offer shall set forth: (i) the location and size of the RFO Premises, (ii) the Annual Fixed Rent which would be payable by Tenant (which Annual Fixed Rent shall be the Prevailing Market Rent of such RFO Premises), (iii) the estimated commencement date with respect to such RFO Premises (**“Estimated RFO Commencement Date”**), (iv) the term of the Lease and the estimated expiration date with respect to the RFO Premises, and (v) any other material terms applicable to such RFO Offer. Tenant may accept such RFO Offer by giving written notice (**“RFO Acceptance”**) to Landlord on or before the date [*five (5) business days*] after Landlord gives such RFO Offer to Tenant. If Tenant fails timely give a RFO Acceptance of such RFO Offer to Landlord, then Tenant shall have no further right to lease the offered RFO Premises pursuant to this Article XXI. Any RFO Acceptance by Tenant must be unconditional, except that Tenant may, in its RFO Acceptance, object to Landlord’s designation of the Prevailing Market Rent of such RFO Premises. If the RFO Acceptance does not include an objection to Landlord’s designation of the Prevailing Market Rent of such RFO Premises, then Tenant shall conclusively be deemed to have accept such designation. If Tenant timely shall have objected to Landlord’s designation of the Prevailing Market Rent, then Landlord and Tenant shall negotiate in good faith for thirty (30) days following the date of the RFO Acceptance to agree in writing on the Prevailing Market Rent for the RFO Premises. If Landlord and Tenant are unable to agree on the Prevailing Market Rent for the RFO Premises by the expiration of such thirty (30) day period, then the Prevailing Market Rent for the RFO Premises shall be determined by a Broker Determination in accordance with the procedures set forth in Section 3.4(e) hereof.

Section 21.3- Terms of RFO

Except as set forth herein, the leasing to Tenant of such RFO Premises shall be upon all of the same terms and conditions of the Lease, except as follows:

- (a) The RFO commencement date shall be the later of: (x) the Estimated RFO Commencement Date in respect of such RFO Premises as set forth in Landlord's RFO Notice or (y) the date that Landlord delivers such RFO Premises to Tenant.
- (b) The Annual Fixed Rent with respect to such RFO Premises shall be [either (x)] the Annual Fixed Rent set forth in Landlord's Notice with respect to such RFO Premises [, or (y) the Annual Fixed Rent agreed upon in writing by Landlord and Tenant pursuant to the provisions above, or (z) the Annual Fixed Rent for the RFO Premises determined pursuant to Section 3.4(e), as applicable].
- (c) Tenant shall take such RFO Premises "as-is" in its then (i.e., as of the date of premises delivery) state of construction, finish, and decoration, without any obligation on the part of Landlord to construct or prepare any RFO Premises for Tenant's occupancy (except that (i) all systems and equipment serving the RFO Premises shall be in good working order, (ii) the RFO Premises shall be in compliance with applicable Legal Requirements (or Landlord shall cause the same to comply), and (iii) such "as is" nature shall be taken into consideration in determining the Prevailing Market Rent).

Section 21.4- Lease Amendment for ROFO

Notwithstanding the fact that Tenant's exercise of the above-described option to lease RFO Premises shall be self-executing, the parties hereby agree promptly to execute a lease amendment reflecting the addition of such RFO Premises, and the Annual Fixed Rent payable in respect of such RFO Premises. The execution of such lease amendment shall not be deemed to waive any of the conditions to Tenant's exercise of the herein option to lease the RFO Premises, unless otherwise specifically provided in such lease amendment.

Section 21.5- Rights Subordinate to Prior Rights

Notwithstanding anything herein to the contrary, Tenant's RFO is subject and subordinate to the Prior Rights existing on the Effective Date.

Section 21.6- No ROFO in Last Two Years

In no event shall Tenant have any rights under this Article XXI if less than twenty-four (24) months remain in the Lease Term (including any Extended Term, and Tenant shall have the right to accept the offer for such RFO Premises if Tenant elects to exercise any renewal right hereunder extending the Lease Term such that twenty-four (24) months or more will remain in the Lease Term), and all rights of Tenant under this Article XXI shall terminate upon the expiration or earlier termination of the Term of this Lease.

(page ends here)

WITNESS the execution hereof in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

SRE FLAG, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Hereunto duly authorized

[LANDLORD]

_____, a

By: _____

Name: _____

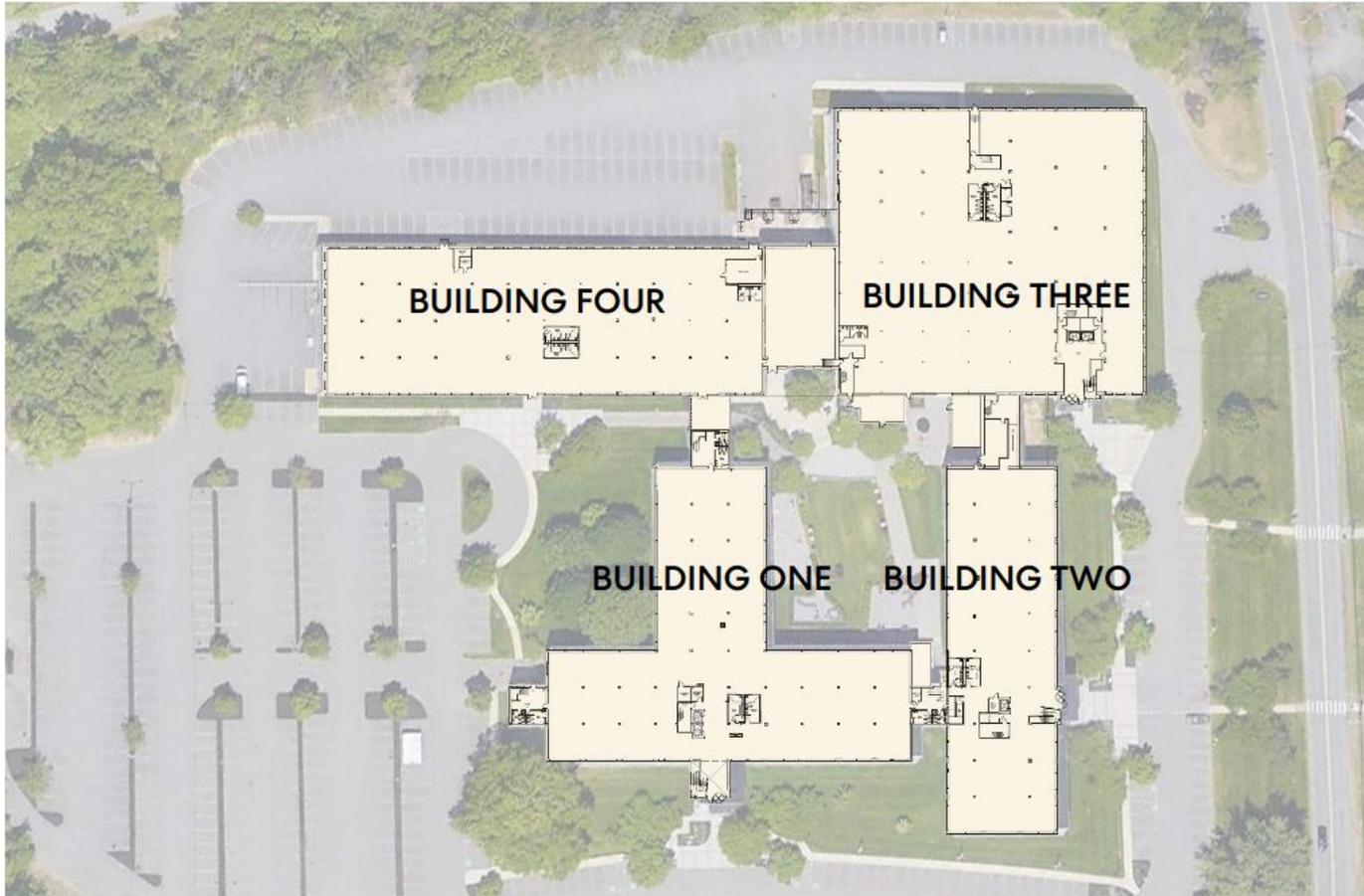
Its: _____

Hereunto duly authorized

[TENANT]

EXHIBIT A
PREMISES PLAN

EXHIBIT B
PROPERTY PLAN



10 MAGUIRE ROAD CAMPUS OVERALL

GREATLAND SINGERMAN
PLANNING ARCHITECTS
10 MAGUIRE ROAD, LEXINGTON, MA

CAMPUS PLAN



Perkins&Will
12/21/21

EXHIBIT C
WORK LETTER

1. Base Building Work. Landlord shall, at Landlord's cost and expense, perform the Base Building Work consisting of the work listed on the matrix attached hereto and incorporated herein as Exhibit C-1 (Tenant/Landlord Responsibility Matrix) as "Landlord" and shown on the Base Building Plans attached hereto and incorporated herein as Exhibit C-2. Notwithstanding the foregoing, Landlord reserves the right to modify the Base Building Plans and Specifications provided that such modifications (i) shall not materially and adversely affect Tenant's use of or access to the Premises, and (ii) shall comply with the terms and conditions of this Lease. Landlord shall provide Tenant with reasonable notice of any changes to the Base Building Plans and Specifications that will affect the Premises.

2. Preparation of Plans. In addition to the Base Building Work, Landlord shall prepare plans (the "**Plans**") for the interior finish and other tenant improvements to the Premises prepared in accordance with Building standard tenant finish and otherwise in accordance with the space plan attached hereto as Exhibit C-3. The Plans shall be submitted to Tenant for its approval, which shall not be unreasonably withheld or delayed. Failure by Tenant to disapprove any submission or resubmission of the Plans within five (5) days after submission or any resubmission shall constitute approval thereof. Any disapproval shall be accompanied by a specific statement of the reasons therefor.

3. Performance of Landlord's Work; Landlord's Contribution. Promptly after approval of the Plans by Tenant (the "**Approved Plans**"), Landlord shall commence and exercise all reasonable efforts to complete the work to be performed by Landlord pursuant to the Approved Plans ("**Landlord's Work**"). To the extent that the total costs and expenses of Landlord's Work, including the cost of all architectural and engineering services, as reasonably estimated by Landlord's contractor as of the time of approval of the Plans, exceeds Landlord's Contribution, Tenant shall pay such excess to Landlord, 50% to be paid on the date the Plans are approved by Tenant and 50% to be paid on the Commencement Date (or, in either case, no later than fifteen (15) days after such later time as Landlord advises Tenant of the amount of such excess). The costs of Landlord's Work shall include a construction management fee equal to three percent (3%) of the total costs and expenses of Landlord's Work. Tenant shall, if requested by Landlord, execute a work letter confirming such excess costs prior to the time Landlord shall be required to commence work. In the event that the final, actual cost to Landlord of completing Landlord's Work is greater or less than the original estimate of Landlord's contractor, then Tenant shall pay to Landlord, or Landlord shall credit to Tenant, such difference (as the case may be) within fifteen (15) days after Landlord advises Tenant of such actual cost.

4. Substantial Completion. The Landlord's Work shall be deemed substantially complete on the first day as of which Landlord's Work has been completed except for (a) items of work (and, if applicable, adjustment of equipment and fixtures) which can be completed after occupancy has been taken without causing undue interference with Tenant's use of the Premises (i.e. so-called "punch list" items) and (b) items which, in accordance with good construction practice, should be performed after the performance of any tenant improvement work to be performed by Tenant; provided, however, that if substantial completion of Landlord's Work is

delayed as a result of any Tenant Delays described in Section 5 below, then Substantial Completion shall be the date that Landlord's Work would have been substantially completed but for such Tenant Delays. Such date is hereinafter called the "**Substantial Completion Date.**" Subject to Tenant Delays and Force Majeure, Landlord will exercise commercially reasonable efforts to complete the "punch list" items as soon as conditions reasonably permit, and Tenant shall afford Landlord access to the Premises for such purposes.

5. Condition; Landlord's Performance. Tenant shall give Landlord notice, not later than two calendar months after the Commencement Date, of any respects in which Landlord has not performed Landlord's Work fully, properly and in accordance with the terms of this Lease. Except as identified in any such notice from Tenant to Landlord, Tenant shall have no right to make any claim that Landlord has failed to perform any of Landlord's Work fully, properly and in accordance with the terms of this Lease or to require Landlord to perform any further Landlord's Work.

6. Tenant Delays. For purposes of this Exhibit C, "**Tenant Delays**" shall mean any delay in the completion of Landlord's Work resulting from any or all of the following: (a) Tenant's failure to timely perform any of its obligations pursuant to this Exhibit C, including any failure to complete, on or before the due date therefor, any action item which is Tenant's responsibility pursuant to the work schedule or any schedule delivered by Landlord to Tenant pursuant to this Exhibit C; (b) Tenant's changes to the Approved Plans; (c) Tenant's request for materials, finishes, or installations which are not readily available or which are incompatible with the Building standards or that are inconsistent with the plan attached as Schedule C-3; (d) any delay of Tenant in making payment to Landlord for any amounts required to be paid by Tenant under this Exhibit C; or (e) any other act or failure to act by Tenant, Tenant's employees, agents, architects, independent contractors, consultants and/or any other person performing or required to perform services on behalf of Tenant.

7. Early Access. Landlord shall give Tenant at least _____ () days prior notice of the Substantial Completion of Landlord's Work and, provided that such access will not delay the performance of Landlord's Work, Landlord shall permit Tenant to have access to the Premises during such _____ () day period solely for the purposes of furniture installation, wiring and cabling and preparing the Premises for Tenant's operations. Such access by Tenant prior to the Commencement Date shall be subject to all of the terms and conditions of this Lease, other than the payment of Base Rent and Additional Rent, and Landlord shall not be responsible for any injury to persons or damage to property resulting from such early access by Tenant.

8. Applicability of Exhibit. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

9. Construction Representation. Landlord hereby appoints Tori Sabatino as its construction representative and Tenant hereby appoints _____ as its construction

representative. Each party authorizes the other to rely in connection with design and construction upon approval and other actions on the party's behalf by any Construction Representative of the party named or any person hereafter designated in substitution or addition by written notice to the party relying.

EXHIBIT C-1
TENANT MATRIX

EXHIBIT C-2
BASE BUILDING PLANS

EXHIBIT D
LIST OF HAZARDOUS MATERIALS

EXHIBIT E
FORM OF SNDA

PREPARED BY AND UPON

RECORDATION RETURN TO:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “**Agreement**”) is entered into as of _____, 202__ (the “**Effective Date**”) by and between ACORE CAPITAL MORTGAGE, LP, a Delaware limited partnership, in its capacity as Administrative Agent for the Mortgage Lenders from time to time party to the Loan Agreement defined below (together with its successors and/or assigns, the “**Mortgage Administrative Agent**”), ACORE CAPITAL MORTGAGE, LP, a Delaware limited partnership, in its capacity as Administrative Agent for the Mezzanine Lenders from time to time party to the Mezzanine Loan Agreement defined below (together with its successors and/or assigns, the “**Mezzanine Administrative Agent**”, the Mortgage Administrative Agent and Mezzanine Administrative Agent are collectively referred to herein as the “**Administrative Agent**”) and _____, a _____ (together with its permitted successors and assigns, the “**Tenant**”), with reference to the following facts:

A. SRE Flag, LLC, a Delaware limited liability company, whose address is c/o Greatland Realty Partners, One Federal Street, 18th Floor, Boston, Massachusetts 02110 (the “**Landlord**”) owns fee simple title or a leasehold interest in the real property described in Exhibit “A” attached hereto (the “**Property**”).

B. Pursuant to that certain Loan Agreement dated as of the date hereof among Landlord, the Lenders from time-to-time party thereto (the “**Mortgage Lenders**”), and Administrative Agent (the “**Loan Agreement**”), the Mortgage Lenders have made a loan to Landlord in the original principal amount of \$85,423,679.00 (the “**Mortgage Loan**”). Pursuant to that certain Mezzanine Loan Agreement dated as of the date hereof among SRE FLAG MEZZ, LLC, a Delaware limited liability company (“**Mezzanine Borrower**”), the Lenders from time to time party thereto (the “**Mezzanine Lenders**”), and Mezzanine Administrative Agent (the “**Mezzanine Loan Agreement**”), the Mezzanine Lenders have made a loan to Mezzanine Borrower in the original principal amount of \$2,190,351.00 (the “**Mezzanine Loan**”, and together with the Mortgage Loan, referred to herein collectively as the “**Loan**”).

C. The Mortgage Loan is secured by, among other things, that certain CONSTRUCTION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING dated April 21, 2021, in favor of Administrative Agent, filed with the Middlesex (South) County Registry of the Land Court as Document No. 878212 (as may be further amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the “Mortgage”). The Mezzanine Loan is secured by, among other things, a Mezzanine Pledge and Security Agreement dated as of April 21, 2021 executed by Mezzanine Borrower in favor of Mezzanine Administrative Agent (as may be further amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the “Pledge Agreement”), pursuant to which Mezzanine Borrower granted Mezzanine Administrative Agent a security interest in Mezzanine Borrower’s 100% membership interests in the Landlord (the “Collateral”).

D. Pursuant to that certain Indenture of Lease effective _____, 202_ (the “Lease”), Landlord demised to Tenant a portion of the Property consisting of the following (the “Leased Premises”): approximately _____ rentable square feet on the _____ () floor of the Property.

E. Tenant and Administrative Agent desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Administrative Agent agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

a. Foreclosure Event. A “**Foreclosure Event**” means: (i) foreclosure under the Mortgage or the Pledge Agreement; (ii) any other exercise by Administrative Agent of rights and remedies (whether under the Mortgage, the Pledge Agreement or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage and/or the Pledge Agreement, as a result of which a Successor Landlord becomes owner of the Property; (iii) delivery by Landlord to Administrative Agent (or its designee or nominee) of a deed or other conveyance of Landlord’s interest in the Property in lieu of any of the foregoing; or (iv) the conveyance by Mezzanine Borrower to Mezzanine Administrative Agent (or its designee or nominee) of Mezzanine Borrower’s interest in the Collateral in lieu of any of the foregoing.

b. Former Landlord. A “**Former Landlord**” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

c. Offset Right. An “**Offset Right**” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

d. Rent. The “**Rent**” means any fixed rent, base rent, or additional rent under the Lease.

e. Successor Landlord. A “**Successor Landlord**” means any party that becomes owner of the Property as the result of a Foreclosure Event. In the event that Mezzanine Administrative Agent (or its nominee or designee) becomes the owner of the Collateral, Successor Landlord shall include the Landlord from and after the date that Mezzanine Administrative Agent (or its nominee or designee) becomes the owner of the Collateral.

f. Termination Right. A “**Termination Right**” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

g. Other Capitalized Terms. If any capitalized term is used in this Agreement and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

2. Subordination. The Lease, as the same may hereafter be modified, amended, or extended, shall be, and shall at all times remain, subject and subordinate to the terms conditions and provisions of the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. Nondisturbance, Recognition and Attornment.

a. No Exercise of Mortgage Remedies Against Tenant. So long as the Tenant is not in default under this Agreement or under the Lease beyond any applicable grace or cure periods (an “**Event of Default**”), Administrative Agent (i) shall not terminate or disturb Tenant’s possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement and (ii) shall not name or join Tenant as a defendant in any exercise of Administrative Agent’s rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Administrative Agent may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

b. Recognition and Attornment. Upon Successor Landlord taking title to the Property or the Collateral (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant’s direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges notice that pursuant to the Mortgage and assignment of rents, leases and profits, Landlord has granted to the Mortgage Administrative Agent an absolute, present assignment of the Lease and Rents which provides that Tenant continue making payments of Rents and other amounts owed by Tenant under the Lease to or at the direction of the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Mortgage Administrative Agent. After receipt of such notice from Mortgage Administrative

Agent, the Tenant shall thereafter make all such payments directly to the Mortgage Administrative Agent or as the Mortgage Administrative Agent may otherwise direct, without any further inquiry on the part of the Tenant. Landlord consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Mortgage Administrative Agent or as Mortgage Administrative Agent directs.

c. Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) days of such request.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

a. Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's continuing obligations as landlord under the Lease.

b. Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

c. Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Administrative Agent by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with Former Landlord, unless such security deposit was actually delivered to Administrative Agent; (iii) to commence or complete any initial construction of improvements in the Leased Premises or any expansion or rehabilitation of existing improvements thereon; (iv) to reconstruct or repair improvements following a fire, casualty or condemnation; or (v) arising from representations and warranties related to Former Landlord.

d. Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Administrative Agent's prior written consent.

e. Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease or made with Administrative Agent's prior written consent.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Property from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property or the Collateral (or any portion thereof) by Successor Landlord (collectively, the "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. Administrative Agent's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Offset Right or Termination Right:

a. Notice to Administrative Agent. Tenant shall provide Administrative Agent with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

b. Administrative Agent's Cure Period. After Administrative Agent receives a Default Notice, Administrative Agent shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Administrative Agent shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Administrative Agent agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Property, provided that Administrative Agent undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Administrative Agent's cure period shall continue for such additional time (the "**Extended Cure Period**") as Administrative Agent may reasonably require to either: (i) obtain possession and control of the Property or the Collateral with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Miscellaneous.

a. Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or served by hand-delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested or by telefax transmission, with the original machine-generated transmit confirmation report as evidence of transmission. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; provided, however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service

or telefax transmission shall be deemed effective when delivered to its addressee or within two (2) hours after its transmission unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, the addresses and telefax number of the parties shall, until changed as herein provided, be as follows (any inclusion of an e-mail address below is for informational purposes only, and communication via e-mail shall not be an effective method of notice for purposes of this Agreement):

If to Administrative Agent:

ACORE Capital Mortgage, LP
80 E. Sir Francis Drake Blvd., Suite 2A
Larkspur, California 94939
Attention: Stew Ward, Managing Partner

with a copy to:

ACORE Capital Mortgage, LP
Sterling Plaza
5949 Sherry Lane, St. 1255
Dallas, Texas 75225
Attention No.: David Homsher, Director / Head of Asset Management

If to the Tenant, at:

[]

with a copy to:

[]

b. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Administrative Agent assigns the Mortgage or the Pledge Agreement, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

c. Entire Agreement. This Agreement constitutes the entire agreement between Administrative Agent and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Administrative Agent as to the subject matter of this Agreement.

d. Interaction with Lease and with Mortgage and/or Pledge Agreement. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that

provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage or the Pledge Agreement.

e. Administrative Agent's Rights and Obligations. Except as expressly provided for in this Agreement, Administrative Agent shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Administrative Agent under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

f. Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Leased Premises are located, excluding such State's principles of conflict of laws.

g. Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

h. Due Authorization. Tenant represents to Administrative Agent that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Administrative Agent represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

i. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Administrative Agent and Tenant have caused this Agreement to be executed as of the date first above written.

ADMINISTRATIVE AGENT:

ACORE CAPITAL MORTGAGE, LP,

a Delaware limited partnership,
its capacity as administrative agent for and on
behalf of the Mortgage Lenders and Mezzanine
Lenders

By: ACORE Capital Mortgage GP, LLC,
a Delaware limited liability company, its
general partner

By: _____

Name: _____

Title: _____

TENANT:

_____,
a _____

By: _____

Name: _____

Its: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive, or diminish any of Landlord's obligations under the Mortgage or the Lease. The above Agreement discharges any obligations of Administrative Agent under the Mortgage and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

LANDLORD:

SRE Flag, LLC,
a Delaware limited liability company

By: _____

Name: Phillip Dorman

Title: Authorized Signatory

Dated: _____, 202

ADMINISTRATIVE AGENT’S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, 202__, before me, _____
(insert name and title of the officer), a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TENANT'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Commonwealth of Massachusetts)

County of _____)

On _____, 202__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LANDLORD'S ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Commonwealth of Massachusetts)

County of _____)

On _____, 202__, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A" - Legal Description of the Land

That certain parcel of land situate in Lexington in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Northerly by the middle line of Mellex Road, ninety-five and 48/100 feet;

Easterly by land now or formerly of Charles A. Linehan, one hundred one and 07/100 feet; and

Southwesterly by Parcel 18 as shown on plan hereinafter mentioned, one hundred twenty-nine and 83/100 feet.

Said parcel is shown as LOT 3 on Land Court Plan No. 22677B, dated January 13, 1959 and February 16, 1959, a copy of which is filed with said Registry District with Certificate of Title No. 101688.

Also another certain parcel of land situate in said Lexington, bounded and described as follows:

Northwesterly by the middle line of Mell ex Road, about five hundred and five feet;

Northeasterly, one hundred and twenty feet;

Northwesterly, one hundred eighty-two and 37/100 feet, and

Westerly, seventy-five and 69/100 feet, by land now or formerly of Robert Melanson et al;

Northeasterly by Parcel 18 as shown on said plan hereinafter mentioned, one hundred eighty-three and 30/100 feet;

Easterly; one hundred sixty-two and 17/100 feet, and

Northerly, one hundred forty-nine and 61/100 feet, by land now or formerly of Charles A. Linehan;

Northeasterly by Parcel 16 on said plan, four hundred nine and 09/100 feet;

Southeasterly by land now or formerly of The Commonwealth of Massachusetts, about eight hundred feet;

Southwesterly by the middle line of Kiln Brook (also known as Tar Kiln Brook or Shawsheen River), about seven hundred and five feet; and

Northwesterly, about two hundred and thirty-six feet, and

Southwesterly, one hundred seventy-eight and 13/100 feet, by land now or formerly of Nicholas DeFelice et al.

Said parcel is shown as LOT 4 on Land Court Plan No. 22677B, dated January 13, 1959 and February 16, 1959, a copy of which is filed with said Registry District with Certificate of Title No. 101688.

Also another certain parcel of land situate in said Lexington, bounded and described as follows:

Northerly by land now or formerly of Charles A. Linehan, one hundred seventy-four and 78/100 feet;

Northeasterly, one hundred eleven and 73/100 feet, and

Easterly, one hundred forty-eight and 73/100 feet, by land now or formerly of The Commonwealth of Massachusetts; and

Southwesterly by Parcel 16 as shown on said plan hereinafter mentioned, three hundred twenty-three and 91/100 feet.

Said parcel is shown as LOT 5 on Land Court Plan No. 22677B, dated January 13, 1959 and February 16, 1959, a copy of which is filed with said Registry District with Certificate of Title No., 101688.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 638, Page 138, with Certificate 101688.

There is appurtenant to LOT 3, 4 and 5, a Right of Way over the Way shown on Commonwealth of Massachusetts land set forth in a Judgment to Declaration of Taking recorded with the Middlesex County Registry of Deeds in Book 6686, Page 137; as amended by proceedings in U.S. District Court in so far as in force and applicable.

Also another certain parcel of land situate in said Lexington, bounded and described as follow

Northeasterly by the southwesterly line of Maguire Road, sixty and 50/100 feet;

Easterly, seventy-five and 69/100 feet,

Southeasterly, one hundred eighty-two and 37/100 feet, and

Southwesterly, one hundred and twenty feet by land now or formerly of Westlex Corporation; and

Northwesterly and

Northerly by the middle line of Mell ex Road, two hundred sixteen and 77 /1 00 feet.

All of said boundaries are determined by the Court to be located as shown on an Un-numbered lot shown on Land Court Plan No. 30299A, dated August 2, 1960, a copy of which is filed with said Registry District with Certificate of Title No. 106287, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 661, Page 137, with Certificate 106287.

Also another certain parcel of land situate in said Lexington, bounded and described as follows:

Southwesterly by the northeasterly line of Maguire Road, three hundred twenty-seven and 64/100 feet;

Westerly by lands now or formerly of Westlex Corporation and of Nicholas DeFelice et al, one hundred thirty-two and 49/100 feet;

Northerly by the southerly line of Westview Street, two hundred fifty-one and 55/100 feet; Easterly, seventy-seven and 40/100 feet, and

Northerly, one hundred five and 43/100 feet by land now or formerly of New England Water Supply Corp.;

Easterly by land now or formerly of the Commonwealth of Massachusetts, two hundred nineteen and 66/100 feet; and

Southerly by other land now or formerly of said Westlex Corporation, one hundred seventy-four and 78/100 feet.

Said parcel is shown as Lot 1 shown on Land Court Plan No. 30300A, dated August 2, 1960, a copy of which is filed with the Middlesex County Registry of the Land Court with Certificate of Title No. 106288.

Also another certain parcel of land situate in said Lexington, bounded and described as follows:

Northeasterly by the southwesterly line of said Maguire Road, two hundred fifteen and 15/100 feet; and

Southerly, one hundred forty-nine and 61/100 feet, and

Westerly, one hundred sixty-two and 17/100 feet by other land now or formerly of said Westlex Corporation.

Said parcel is shown as Lot 2 shown on Land Court Plan No. 30300A, dated August 2, 1960, a copy of which is filed with the Middlesex County Registry of the Land Court with Certificate of Title No. 106288.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 661, Page 138 with Certificate 106288.

EXHIBIT F

LOCATION OF GENERATOR AND ROOFTOP EQUIPMENT AREA

EXHIBIT G
CHEMICAL STORAGE AREA

EXHIBIT H

FORM COMMENCEMENT DATE AGREEMENT

Commencement Date Letter

_____, 20__

[Name of Contact]

[Name of Tenant]

[Address of Tenant]

RE: *[Name of Tenant]*

[Rentable Square Footage of the Premises and Floor]

[Address of Building]

Dear *[Name of Contact]*:

Reference is made to that certain Lease, dated as of _____, 20__, between SRE Flag, LLC, as Landlord and [_____], as Tenant, with respect to Premises on the ____ floor of the above-referenced building. In accordance with Section 3.2 of the Lease, this is to confirm that the Commencement Date of the Term of the Lease occurred on _____, and that the Term of the Lease shall expire on _____.

If the foregoing is in accordance with your understanding, kindly execute the enclosed duplicate of this letter, and return the same to us.

Very truly yours,

SRE Flag, LLC

By: _____

Name: _____

Title: _____

Accepted and Agreed:

[Tenant]

By:

Name:

Title:

Date:

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Review and Approve Cedar Street at Hill Street/Paul Revere Road Intersection Alternatives

PRESENTER:

Ross Morrow, Assistant Town
Engineer

ITEM NUMBER:

I.3

SUMMARY:

Category: Decision-Making

The Transportation Safety Group and Engineering Department is recommending intersection improvements at Hill Street, Paul Revere Road, and Cedar Street as described in the attached memo and presentation. Ross Morrow, Assistant Town Engineer will be presenting the improvements.

SUGGESTED MOTION:

Move to approve a design for intersection improvements to:

- Create “T” geometry for Hill St (maintain existing “tee” at Paul Revere Rd)
- Create roundabout at Hill St, Cedar St (northwest) under stop control
- Maintain existing “triangle” configuration

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

7:10pm

ATTACHMENTS:

Description

Type

- 📄 Memo
- 📄 Presentation

Cover Memo

Cover Memo



Town of Lexington
Department of Public Works
Engineering Division

John R. Livsey, P.E., Town Engineer
Ross Morrow, P.E., Assistant Town Engineer

Tel: (781) 274-8305
Fax: (781) 274-8323

MEMORANDUM

TO: Select Board Office
FROM: Ross Morrow, P.E., Assistant Town Engineer
DATE: February 26, 2024
RE: Cedar St at Hill St/Paul Revere Rd Intersection Improvements

○ **Agenda Item/Title**

Cedar St at Hill St/Paul Revere Rd Intersection Improvements

- **Whether a Vote of the Select Board is being requested, whether this is an update on a previous item or if it is for informational purposes only and what you need from the Select Board (directional guidance, approval, etc).**

Vote requested to approve a design for intersection improvements:

- Create “T” geometry for Hill St (maintain existing “tee” at Paul Revere Rd)
- Create roundabout at Hill St, Cedar St (northwest) under stop control
- Maintain existing “triangle” configuration

- **A summary explanation of what is being presented including costs and funding source, plan for public outreach, impact on department work/goals and any alignment with the Select Board goals.**

A summary explanation of what is being presented

The presentation includes three options for the reconstruction of the intersection: maintain the current “triangle” geometry, creating standard “T” intersection with Hill St (maintaining the current T intersection geometry at Paul Revere Rd), and create roundabout at Hill St with Cedar St (northwest approach) under stop control.

Pros/Cons:

Existing triangle geometry:

Pros: No additional construction costs.

No additional impacts to trees (maintain the 18” diameter tree in the existing island)

Accommodates large tractor trailers (with encroachment into oncoming lanes).

Cons: Poor/obstructed sight lines between stopped vehicles.

Over 180’ between Cedar St stop lines.

Confusing for people unfamiliar with this intersection (who goes first?).

“T” intersection geometry:

Pros: Creates “standard” intersection geometry.

Accommodates large tractor trailers (with encroachment into oncoming lanes).

Improves sight lines.

Cons: Approximately \$200,000 additional construction cost. (included in previously approved construction funding).

Sight lines are still an issue (requiring 3-way stop at Paul Revere Rd).

Requires removal of 18” diameter tree.

Cedar St traffic will no longer stop at Hill St.

“Odd” travel path for vehicles traveling between Hill St and Paul Revere Rd.

Roundabout:

Pros: Less “conflict points”; points where vehicle paths cross.

Clear sight lines to all approaches, including from vehicles at Cedar St stop sign.

Processes traffic efficiently while still slowing it down.

Cons: Approximately \$300,000 additional construction cost (included in previously approved construction funding).

Requires removal of 18” diameter tree.

Large tractor trailers will drag trailer over center island (or center island can be designed without plantings).

Potential longer pedestrian route through the intersections.

Costs and funding source

Funding for the intersection improvements was included in warrant article 12.m. for the Cedar Street sidewalk construction, adopted during the 2023 Annual Town Meeting. The alternatives will be approximately the same cost (the roundabout slightly more), except the option to maintain the existing intersection geometry.

Plan for public outreach

There have been several public meetings held previously for this project and construction funding was approved. Most recently, the design alternatives were discussed during a public meeting held virtually on 11/2/23 and presented to the Select Board on 11/6/2023.

Impact on department work/goals and any alignment with the Select Board goals.

TSG and the Engineering Division work together to identify areas where new sidewalk would be advantageous to the town residents. Cedar Street was selected as it would offer a safer connection for all non-vehicular users to the sidewalks on Mass Ave, and on to Hastings Park and other town facilities including the pool, basketball courts and the High School.

○ **Timeline summary**

The intersection improvements are at preliminary design level currently. After the vote on which intersection alternative to include is reached, final design will begin immediately.

The project is scheduled for bidding this spring, with construction following in the summer of 2024; however, we have encountered a significant issue with the Right-of-Way/Town Layout that will delay the project further.

- **For items where action of the Board is being requested, a statement of the implications of taking the action vs. not taking the action.**

Approval of one of the alternative designs allows the project to move forward. It is critical to complete the intersection design while working to resolve the Right-of-Way issues that will impact the schedule.

If no action is taken, the design team will prepare another presentation for the Select Board to be scheduled after the Right-of-Way issues are resolved. This may impact the construction schedule depending on the time required to resolve those issues.

Thank you

EXISTING GEOMETRY:

Pros:

- No additional construction costs.
- No additional impacts to trees (maintain the 18" diameter tree in the existing island)
- Accommodates large tractor trailers (with encroachment into oncoming lanes).

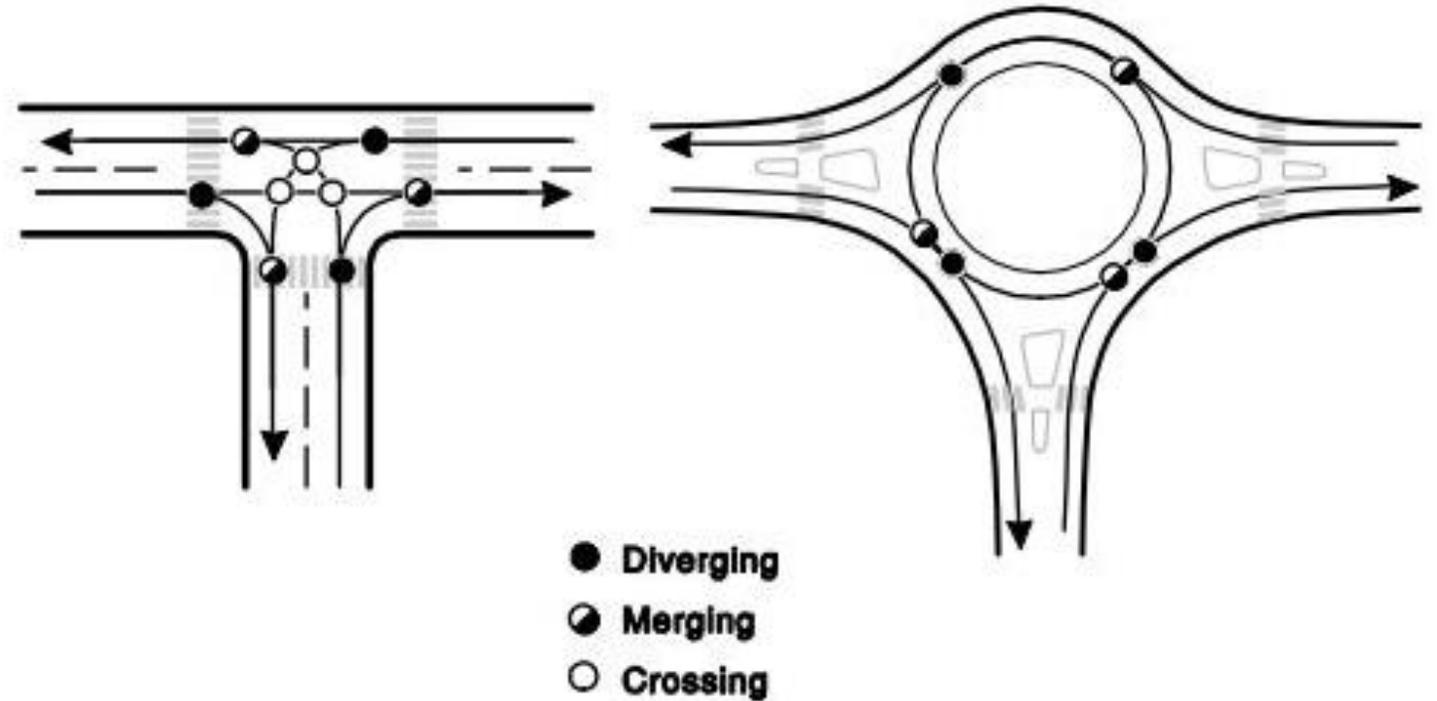
Cons:

- Poor/obstructed sight lines between stopped vehicles.
- Over 180' between Cedar St stop lines.
- Confusing for people unfamiliar with this intersection (who goes first?).



Unsignalized "T" Intersection vs Roundabout

- Eliminates 3 vehicle to vehicle crossing conflicting points.
- A traditional three-leg (T) has 9 conflict points
- A three-legged roundabout has 6 conflict points



AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

2024 Annual Town Meeting

PRESENTER:

A. McCabe, Planning Director; B. Peters, PB Chair; M. Schanbacher, PB Vice-Chair

ITEM NUMBER:

I.4

SUMMARY:

Category: Informing

2024 Annual Town Meeting

Abby McCabe, Planning Director; Bob Peters, Planning Board Chair; and Michael Schanbacher, Planning Board Vice-Chair, will update the Select Board on the 2024 Annual Town Meeting Zoning articles. Sandhya Iyer, Economic Development Director, and Jim Kelly, Building Commissioner, will be available to answer any questions.

Julie Krakauer Moore, Zoning Administrator, will update the the Select Board on Article 48: Amend Zoning Bylaw - Short Term Rentals.

The Select Board will discuss articles and take positions for 2024 Annual Town Meeting.

SUGGESTED MOTION:

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

7:30pm

ATTACHMENTS:

Description	Type
☐ Presentation - Zoning Amendment Articles	Presentation
☐ Summary of Motions for Zoning Articles	Backup Material
☐ 2024 ATM proposed consent agenda	Backup Material
☐ Select Board Working Document - Positions 2024 ATM	Backup Material



Select Board Zoning Amendment Articles 47-52 Presentations

February 26, 2024



Article 47 - Signs



- §5.2 Sign Bylaw re-write
- Streamline permit process
- Clear regulations
- Support businesses
- Protect visual environment
- Comply with case law (*size, location, lighting, placement, number, timing*)



Nonresidential Signs

Principal Wall Signs

- Each façade abutting street, municipal parking lot, or public path
- Sign area = 1 x linear ft. of business' façade, max. 100 sq. ft.

30 ft. x 1 = 30 SF wall on front



~54 SF



42 SF



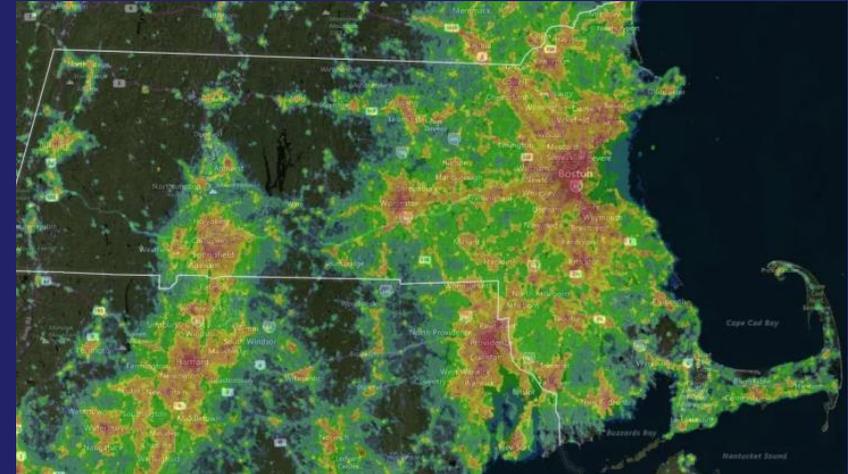
- Projecting signs by-right
- Awning signs – 16” lettering, 30 sq. ft. area
- Temporary banner signs (15 sq. ft. max. area)
- Portable signs (4 ft. tall, 6 sq. ft. area)





Article 47 - Illumination

- Exterior sign illumination, downlighting
- Internal sign illumination by special permit (same as today)





Standing Signs

Existing:

- CM & CRO = 50 sq. ft. area, 5 ft. tall / lot

Proposal:

- CM & CR = 100 SF, 6 ft. high / lot
- CB = 9 SF, 5 ft. tall / lot
- CN, CRS, CS, CSX, CLO = 20 SF, 5 ft. tall / lot
- Uses in residential districts = 15 SF, 5 ft. high / lot



100 Sq. Ft. sign area



Residential Signs

- Content free regulations
- Max. sign area 30 sq. ft. / permanent sign per lot
- Max. 5-ft. in height permanent standing sign, 2 / lot
- Temporary signs < 4 sq. ft. not limited



25 SF



15 SF



Examples



66 SF



51 SF



19 SF

Downlighting for standing signs





Article 47 - Signs

- Historic District Commission approval applies
- ZBA Special Permit for relief
- Planning Board reviews sign package during site plan review and may grant waivers
- Compliance for new signs or when existing signs being relocated or enlarged



Article 48

Short Term Rentals

- 135-6.10 approved November 18, 2020
- Intent:
 - Monitor short term rental impacts
 - Increase safety for guests



Current Bylaw - Impact

- Can rent up to three individual short term rental bedrooms
- Can concurrently rent up to three rooming units
- Parking currently restricted in Table 1, Permitted Uses and Development Standards



Requested Changes - Impact

- No more than two individual short term rental bedrooms rented to a single party
- No concurrent rental of rooming units
- Outdoor parking of four vehicles maximum in conjunction with short term rentals
- Maximum of ten total guests or two adult guests per bedroom, whichever is fewer



Safety

- Building and Fire Code inspections continue
- Request deleting requirement to maintain detailed log of guests for contact tracing



Multi-Family Dwellings

- 6.10.3 Prohibits all short term rentals in:
 - Buildings with more than two dwelling units
 - Developments with two or more buildings with more than one dwelling unit in each building
- 6.10.2 Prohibits operator adjacent short-term rentals on a lot with more than two dwelling units



Article 49

Permitted uses and Development Standards



Amend definitions:

1) RESTAURANT (amending to combine fast-food, removes fast-food definition)

~~An establishment primarily for serving by a waiter or waitress and consumption of meals at tables or a counter, on the premises. A brewpub serving at least 25% of the establishment's brewing production capacity on-site shall be classified as a restaurant.~~

An establishment whose principal business is the sale of foods or beverages for consumption on premises, including cafés, cafeterias, or brewpubs.

2) CRAFT BEVERAGE ESTABLISHMENT - new

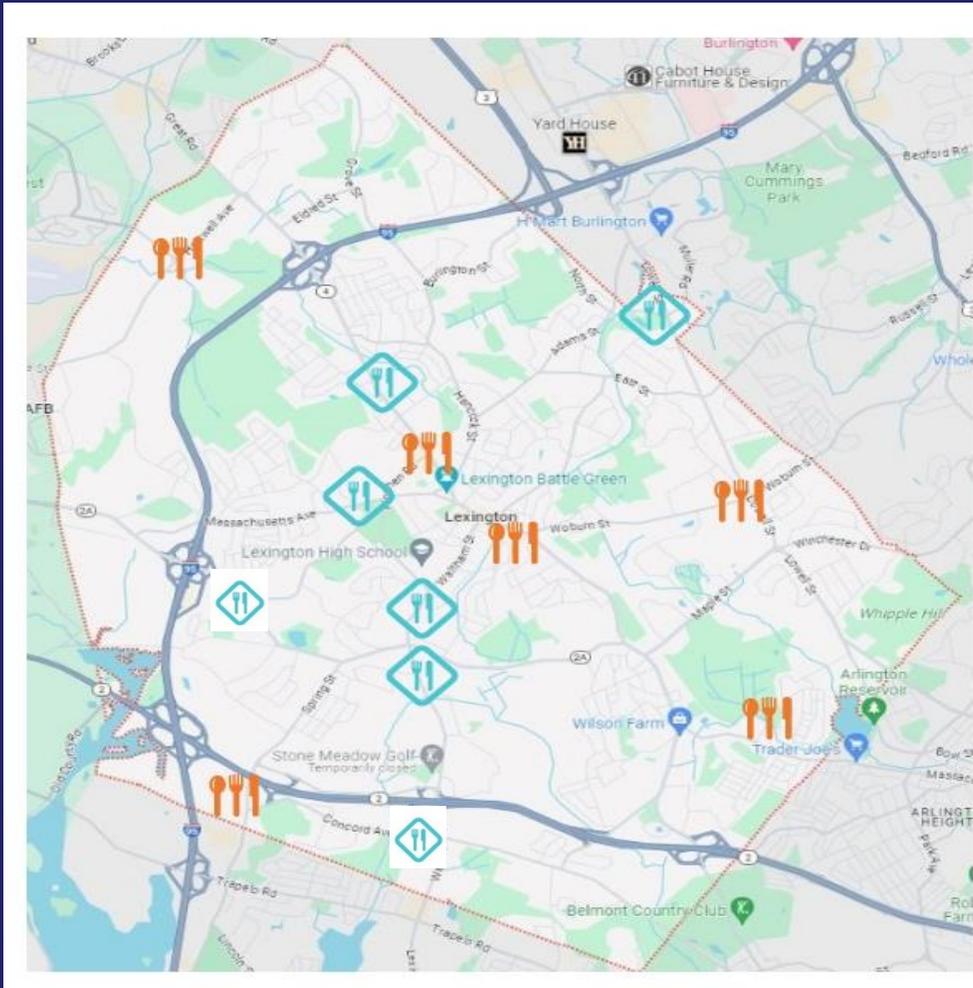
An establishment licensed to manufacture under M.G.L. Chapter 138 that produces less than 465,000 gallons (or 15,000 barrels) on-site per year for consumption on or off premises, including craft breweries and microbreweries.



Table of Permitted Uses

Amend Section J of Table 1, Permitted Uses, as follows:

Allowing Restaurants:



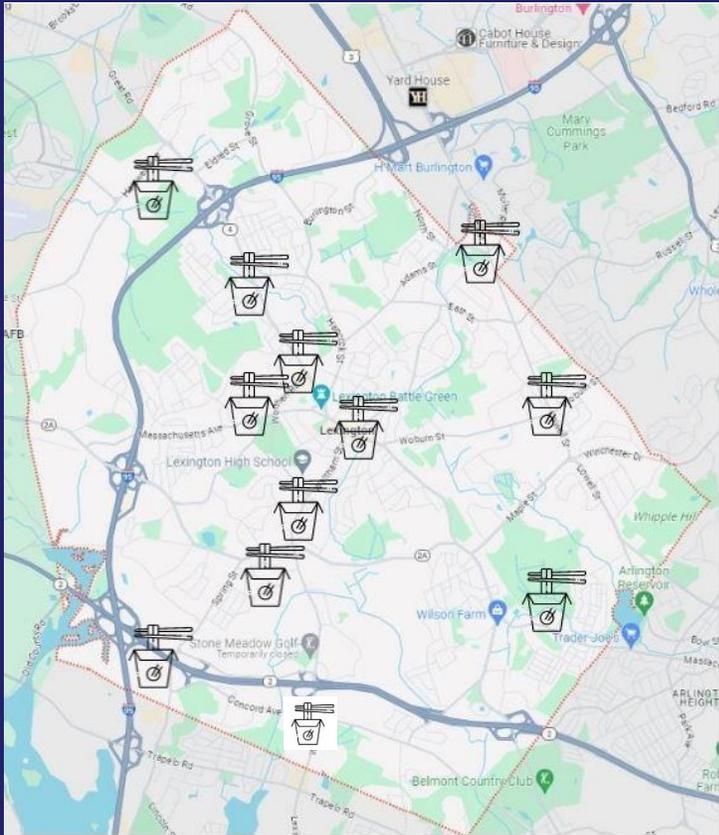
Restaurant		
CN	N to <u>SP</u>	
CRS	Y	
CS	N to <u>SP</u>	
CB	Y	
CLO	N to <u>SP</u>	
CRO	Y	
CM	Y	
CSX	SP*	

* And removing limitation for 7,500 gross sq. ft. in CSX district



Takeout Food Service J.1.03

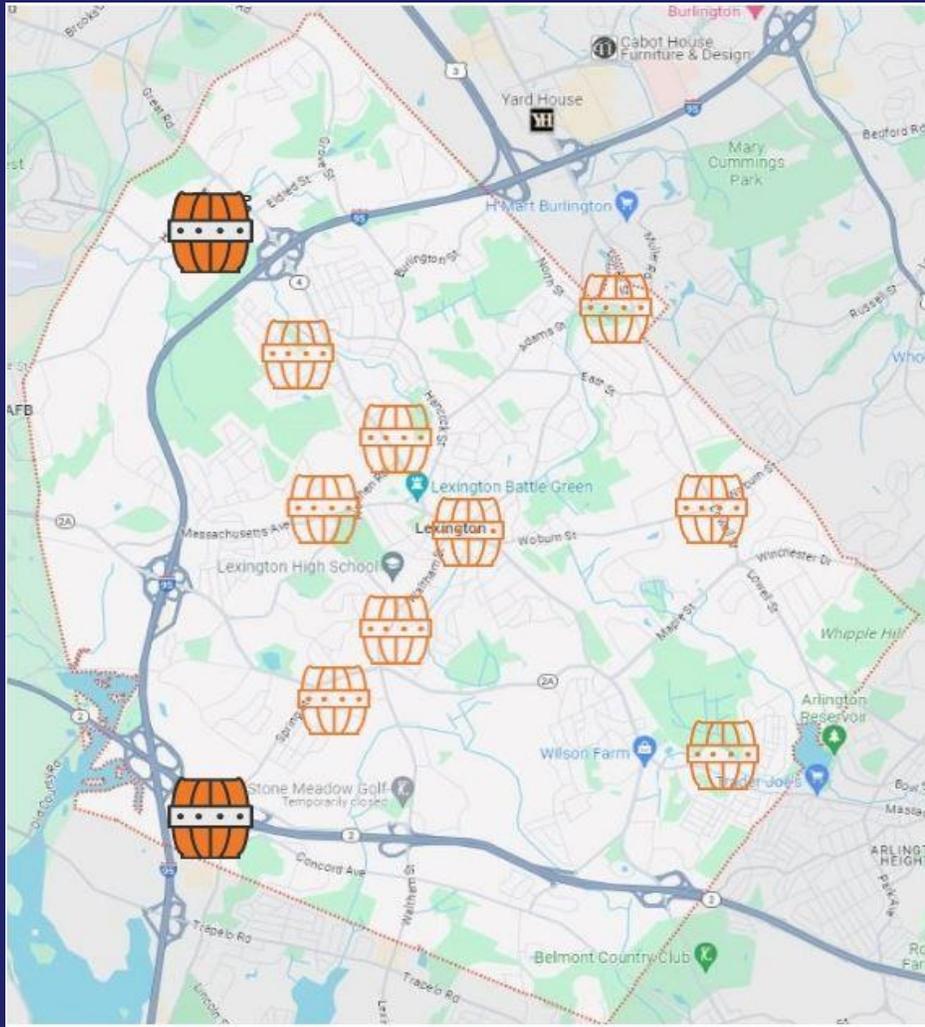
- Allowing take out food service all business zones, extending to CS, CLO, and CSX



Take out food service	
CN	Y
CRS	Y
CS	SP to <u>Y</u>
CB	Y
CLO	N to <u>Y</u>
CRO	Y
CM	Y
CSX	SP to <u>Y</u>



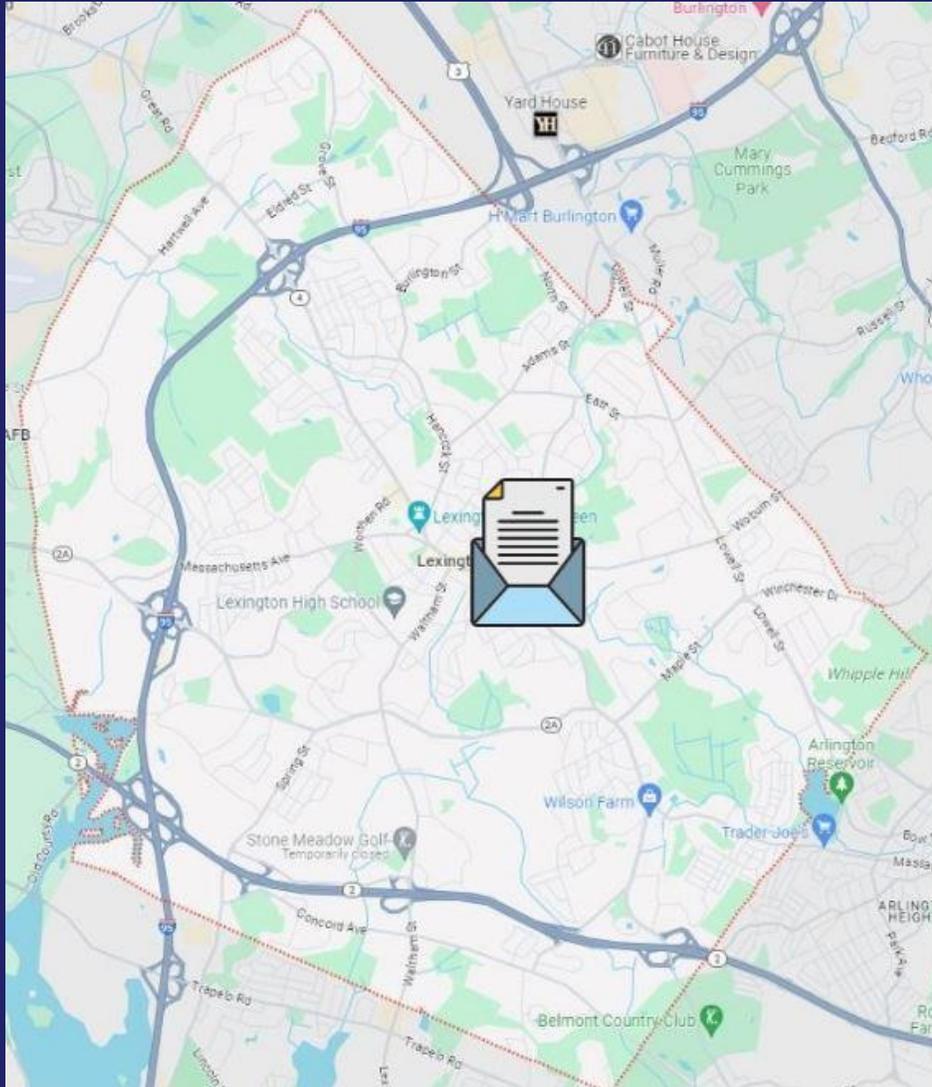
Craft Beverage Establishment N.1.05



Craft Beverage Establishment		
CN	SP	
CRS	SP	
CS	SP	
CB	SP	
CLO	SP	
CRO	Y	
CM	Y	
CSX	SP	



Private postal service H.1.020



Private Postal Service	
CN	N
CRS	Y
CS	Y
<u>CB</u>	<u>N to Y</u>
CLO	N
CRO	Y
CM	Y
CSX	Y

A retail use with mail service, not a distribution center



Article 49

- Modernizes zoning definitions to reflect current industry practices for eating and drinking establishments
- Encourages uses that serve as destinations
- Makes Lexington more economically competitive
- Compliments current businesses and supports community requests



Article 50 – Inclusionary Housing Village & Multi-Family Overlay Districts

- State Compliance Guidelines:
 - Can require 10% of the units in a project to be inclusionary (incomes limited no less than 80% of AMI, rents/sale \$ limited)
 - Can require 10% - 20% of the units to be inclusionary if Economic Feasibility Study shows it can work

Goal: Create housing with some below market rate units but not so costly that new housing wont be created



Article 50 – Inclusionary Housing Village & Multi-Family Overlay Districts

- 2023: Projects with 8+ units = 15% of project's total units shall be inclusionary
- HLC 2023 Compliance Determination – did not approve 15% for small projects
- 2024 Supplemental Economic Feasibility Study
- Proposal:
 - 10 – 13 units (10% = 1 inclusionary unit)
 - 14+ units = 15% inclusionary units (round down)



Article 50 – Inclusionary Housing Village & Multi-Family Overlay Districts

- 10 – 13 market rate = 1 inclusionary
- 14 – 19 market rate = 2 inclusionary
- 20 – 28 market rate = 3 inclusionary
- Subsidized Housing Inventory (SHI)
- 80% of Area Median Income Household:
 - 1 person \$82,950
 - 2 people \$94,800
 - 3 people \$106,650
 - 4 people \$118,450





Article 50

- Integrates income restricted units throughout new construction across Lexington
- Stay ahead of 40B requirements (10% of SHI)
- Provides more below market housing



Lexington Place



Locke Village



Katahdin Woods



Article 51

Max. Height for Village Overlay (VO)

Amends §7.5.5.10.a to clarify original intent of height allowed in VO adopted in 2023

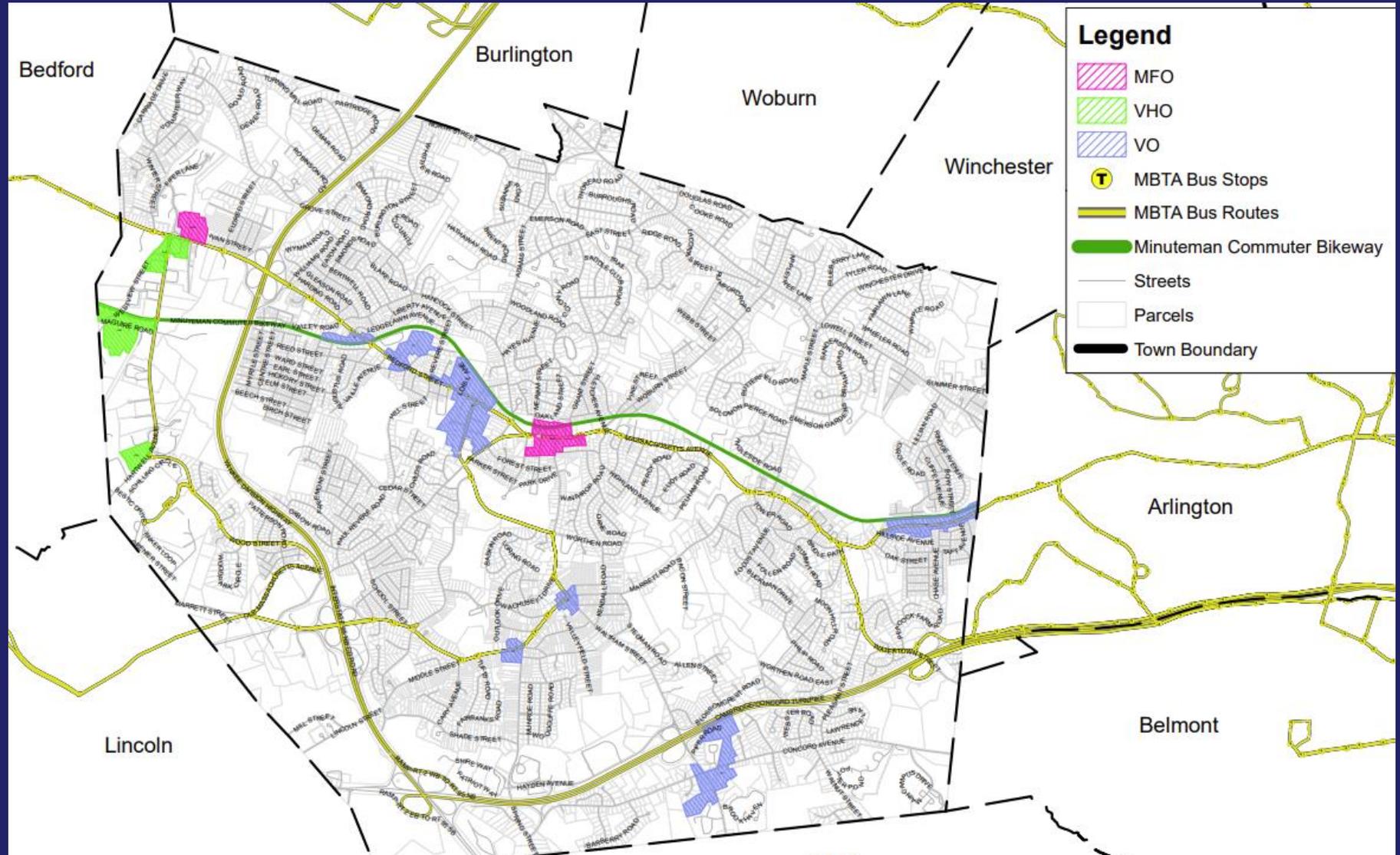
Existing Zoning:

*In the VO District, where at least 30% of the total **net** floor area of the street floor of the development is occupied by **nonresidential principal uses**, the maximum height is 60 feet if the **nonresidential uses** are permitted in the **underlying district** or 52 feet if the **nonresidential uses** are not permitted in the **underlying district**.



Overlay Districts, Blue is VO (Village Overlay)

VO:
East Lexington
Bedford St./Worthen Rd.
Bedford St./Reed St.
Bedford St./Bike Path
Marrett Rd./Waltham St.
Marrett Rd./Spring St.
Concord Ave./Waltham St.





Article 51 – Max. Height for Village Overlay (VO)

Amend §7.5.5.10.a* to clarify original intent of height bonus allowed in VO adopted in 2023

District	MFO	VO	70
Height in Feet	52	40*	70*

- Based on the underlying zoning district
- Based on how much commercial square footage is on first floor
- Eligibility for mixed use height bonus



Article 51

Current Zoning



52 Feet

If the nonresidential uses are NOT permitted in the underlying district



60 Feet

If the nonresidential uses are permitted in the underlying district



Proposed Zoning



52 Feet

If the underlying zoning district is Residential



60 Feet

If the underlying zoning district is Commercial

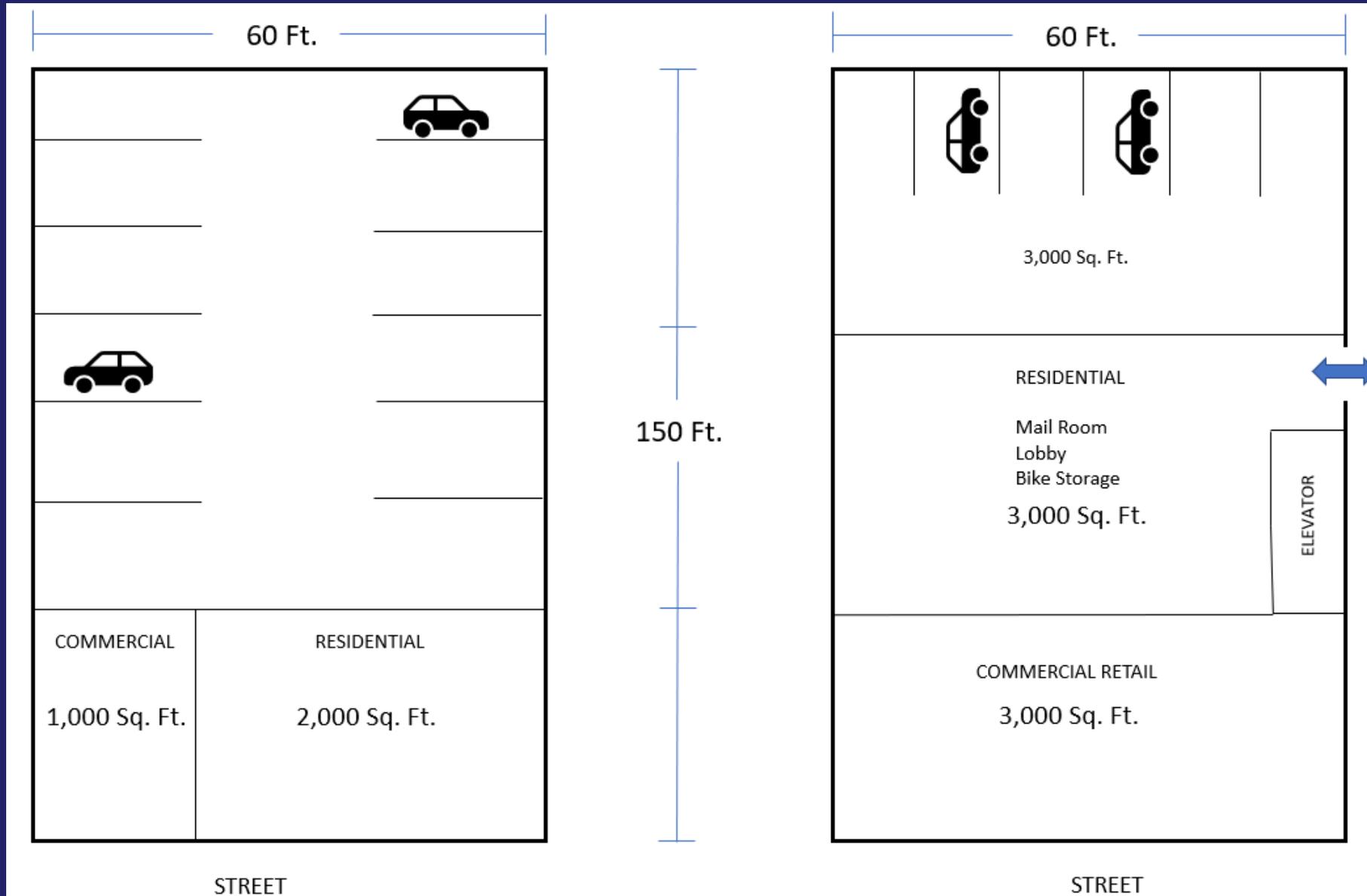


Article 51

Current Zoning VO District			Proposed Amendments VO District		
Where at least 30% of the total <u>net floor area</u> of the street floor of the development is occupied by <u>nonresidential principle uses</u>	If the nonresidential uses <u>are NOT permitted</u> in the underlying district	52 Feet Maximum Height (~4 stories)	Where at least 30% of the total <u>gross floor area</u> of the street floor of the development is occupied by <u>commercial principle uses</u>	If the underlying zoning district is <u>Residential</u>	52 Feet Maximum Height (~4 stories)
	If the nonresidential uses <u>are permitted</u> in the underlying district	60 Feet Maximum Height (~5 stories)		If the underlying zoning district is <u>Commercial</u>	60 Feet Maximum Height (~5 stories)



Net Floor Area to Gross Floor Area





More Substantial Commercial Uses with Gross Floor Area (GFA)





Article 51



Nonresidential principal uses to Commercial principal uses:

- Restaurant uses
- Retail sales
- Personal services
- Commercial, general business, office uses
- Recreation, amusement, entertainment



Article 51

- Strengthen and clarify vision for mixed-use
- More vibrant public realm
- More substantial amount of commercial uses
- Encourage destinations to create walkable neighborhoods





Article 52 – Technical Corrections

- MA Department of Housing & Community Development (DHCD) has changed to Executive Office of Housing & Livable Communities (EOHLC) changes all references in zoning from ~~DHCD~~ to EOHLC



Town of Lexington
PLANNING
DEPARTMENT

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Abby McCabe, Planning Director
Sheila Page, Assistant Planning Director
Meghan McNamara, Planner
Kiruthika Ramakrishnan, Planning Coordinator

Memorandum

To: James Malloy, Town Manager
Kelly Axtell, Deputy Town Manager
Joe Pato, Chair
Select Board Members

From: Abby McCabe, Planning Director

Date: February 20, 2024

Re: Summary of Zoning Amendments Articles for Annual Town Meeting

The Planning Board opened the public hearings on all zoning amendment articles on February 7. The Board continued the public hearing on Article 47 (Signs) until February 28 and closed the hearings on all the other zoning articles. On February 28 the Planning Board will discuss and deliberate on Articles 47-52.

Article 47: Signs

Description: This article is a rewrite of the existing sign bylaw. The primary purpose of these changes is to streamline the permit process, make sign regulations clearer, support businesses by allowing more signage, comply with recent case law.

Major changes include:

- Increases the allowable size of principal wall signs based on the establishment's façade length by allowing 1 sq. ft. per linear foot of façade length. If a business has a façade that is 30 ft. they are allowed a sign that is 30 sq. ft. in sign area.
- Allow an additional wall sign on each wall for businesses on property's that abut a street, municipal parking lot, or trail available for public use such as the bike path.
- Requiring exterior lighting of signs to be directed downward.
- Allows standing signs (signs not attached to buildings) in all commercial districts.
- Article allows projecting signs (blade signs) to be by-right, when currently all districts require a special permit except in the CB.
- Portable signs are now allowed, with set size and placement regulations on private property.
- Adds new provision to allow awning signs.

- Currently, standing signs (not attached to a building) are allowed to be 50 sq. ft. and 5-ft. tall in only the CM and CRO districts. Proposal is to increase allowance up to 100 sq. ft. and 6-ft. tall in the CM and CRO and new allowance for other business districts at smaller sizes.

Residential sign section has been reformatted to be content neutral. The max. sign area of 30 sq. ft. per sign for permanent signs such for a residential development. Temporary signs such as standard sized lawn signs (less than 4 sq. ft.) are not regulated in number or placement.

Article 48: Short Term Rentals

Description: Section 6.10 the Short Term Rentals bylaw was adopted in 2020. Proposed modifications are intended to lessen impacts to abutters and help mitigate intensity. Proposed changes will only allow rental of up to 2 bedrooms for one party whereas today 3 individual bedrooms can be rented to separate parties. Article adds provision to restrict combining short-term rentals with rooming units; no more than 4 vehicles on a lot; operator-adjacent only allowed for two-family dwellings from the current allowance of four-unit buildings; adds limit for 2 adult guests per bedroom or 10 total per dwelling, whichever is less; and prohibits multi-family developments from being used as short-term rentals.

Article 49: Permitted Uses and Definitions

Description: Updates the definition of a restaurant to include fast-food establishments and a business that serves food or drinks for consumption on premises. A tea house, smoothie place, coffee shops with consumption on premises would be categorized a restaurant. Restaurants are proposed to be allowed in all business districts changing the current prohibition in the CN, CS, and CLO to be allowed by special permit.

Adds new definition and allowance for “Craft Beverage Establishments”. A craft beverage establishment is defined as a place that is licensed to manufacture alcohol at the smaller scale establishments such as a microbrewery or winery. The definition is for smaller scale operations (15,000 barrels a year is industry standard). Consumption is permitted on or off-site. Proposal is to allow Craft Beverage Establishments in all business zoning districts by special permit and by-right in the CM & CRO (Hayden Ave. and Hartwell Ave. areas).

The term “fast-food” is proposed to be removed from the zoning bylaw in several places.

Private postal service is proposed to be allowed in the CB (Lexington Center). A private postal is a retail use that provides postal box rentals and mailing service and is not a distribution center.

Article 50: Inclusionary Housing in Village and Multi-Family Overlay Districts

Description: The MBTA Communities Compliance Guidelines allow towns to require up to 10% of a project’s total dwelling units to be income restricted “inclusionary or affordable” dwelling units. Town’s may only

require more than 10% of a project's total units be income restricted with an approved Economic Feasibility Study performed by an independent consultant.

The 2023 zoning required 15% of a project with 8 or more dwelling units to be inclusionary available to people at 80% of AMI. The EOHLC (Executive Office of Housing and Livable Communities) determined Lexington's zoning complies. However, the EOHLC questioned the 15% at the smallest size project starting at 8 units because the smallest sample size in the 2023 study was 24 units. In January 2024, we received an updated Economic Feasibility Study. The study found that we could start requiring 15% after 12 market rate units are included. Based on our updated study, this article requires projects with between 10-13 units to have 1 affordable unit, and projects of 14 or more to have 15% to be inclusionary and listed on the Town's SHI.

Article 51: Max. Height in the Village Overlay (VO) District

Description: The 2023 zoning allowed a maximum height of 40 ft. for projects that are all residential. The intent was if a project includes mixed-use a project could be over 40-ft., which we have referred to as the mixed-use "height bonus" to have residential above first floor commercial uses. This amendment is intended to clarify the original intent of the height bonus allowed in the Village Overlay (VO) district.

This amendment does 3 things:

- 1) Clarifies that if the underlying zoning district is residential, the maximum height with mixed use is 52 ft. (typically 4 stories). If the underlying zoning district is commercial, the maximum height with mixed use is 60 ft. (typically 5 stories).
- 2) Changes the eligibility for the height bonus for the commercial uses to occupy 30% of the street floor or building footprint based on the Gross Floor Area, rather than the Net Floor Area. Gross floor area includes garages and everything in between the exterior walls whereas net floor area excludes garages, elevators, and common areas. Gross floor area will incentivize more substantial commercial uses on the first floor.
- 3) Defines which uses qualify towards the height bonus by changing the term "nonresidential principal uses" to "commercial principal uses" and points to the Table of Uses and the use categories in the bylaw. The goal is to have more active uses on the first floor to be able to be above 40-feet.

Article 52: Technical Corrections

Description: The Department of Housing and Community Development (DHCD) has changed their name to the Executive Office of Housing & Livable Communities (EOHLC). This article updates all references to the new department name.

Articles 52 & 53: 507 & 509 Bedford St. – Town Land Owner Petitions

Description: Two articles from the property owners to be added to the MFO (Multi-Family Overlay) Bedford Street North District. This would allow multi-family residential development at a maximum of the 52 ft. pursuant to Section 7.5 of the Zoning Bylaw.

The Planning Board opened and closed the public hearings on February 7. The Planning Board voted 3-1 to recommend ***disapproval*** of these two articles.

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ARTICLE 47

AMEND ZONING BYLAW – SIGNS

MOTION:

That the Zoning Bylaw, Chapter 135 of the Code of the Town of Lexington, be amended as follows, where ~~struck through~~ text is to be removed and underlined text is to be added:

1. Amend § 135-5.2 as follows:

5.2.1 Purpose. This section is intended to:

1. Allow for effective communication through signage by regulating and restricting size, location, lighting, and placement of signs in order to protect and enhance the visual environment and discourage excessive visual competition; Preserve and enhance the historical ambience and aesthetic character of the Town; and
2. Maintain public safety; and, ~~consistent with constitutional requirements protecting freedom of speech.~~
3. Preserve constitutional requirements protecting freedom of speech.

5.2.2 Applicability. All outdoor signs and window signs are subject to the regulations of this section unless specifically excluded herein.

5.2.3 Exemptions. The following signs are not subject to this section:

1. Any sign owned and installed by a governmental agency, located on property owned by a governmental agency, or required by any law, governmental order, or regulation;
2. ~~Government flags and insignia, except when displayed in connection with commercial promotion~~ Flags;
3. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights;
4. Signs mounted on registered motor vehicles or carried by hand;
5. Removable signs on the inside of windows or transparent doors; and
6. Signs directing traffic flow.

5.2.4 General Regulations.

1. Illumination. No sign shall be illuminated between the hours of 11:00 p.m. and 6:00 a.m., except signs on premises open for business, ~~and then only upon issuance of a special permit by the SPGA.~~ Exterior illumination of signs shall be shielded and full cutoff, directed

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downward solely at the sign, comply with § 5.4.4, and be steady and stationary. No internal illumination of a sign is permitted except upon issuance of a special permit by the SPGA. The illumination of any sign shall not exceed 150 foot-lamberts.

~~2. Signs cannot interfere with t~~ Traffic. No sign, including window displays, or its illuminators shall by reason of its location, shape, size or color interfere with pedestrian or vehicular traffic or be confused with or obstruct the view or the effectiveness of any official traffic sign, traffic signal or traffic marking. No red or green lights shall be used on any sign if, in the opinion of the Building Commissioner with the advice of the Chief of Police, such lights would create a driving hazard.

3. Construction. No sign shall be painted or posted directly on the exterior surface of any wall. All exterior, attached signs, except awning signs, shall be painted, posted or otherwise securely affixed to a substantial intermediary removable surface and such surface shall be securely affixed to the wall of the building. The foregoing, however, shall not prevent installation of a sign which uses by individual letters or devices cut into or securely affixed to the exterior wall of a building, provided that such letters or devices have a minimum depth of projection of 1/4 of an inch. ~~The construction of the sign shall comply with the State Building Code.~~

4. Maintenance. Every sign shall be maintained in good condition. If a sign shows corrosion or deteriorated paint over 25% of the area of one side of the sign or if damage to the sign causes the loss of 10% of its substance or if the sign suffers damage or deterioration, which creates a risk of harm to the person or property of another, it shall be repaired or removed.

~~5. Removal of t~~ Temporary signs. A temporary sign shall be displayed for no more than 90 days in a calendar year, except that a sign advertising a particular event may in addition be displayed until ten (10) days after the conclusion of the event. Signs that advertise or otherwise relate to a particular business or commercial event (for example, a real estate sign, or a yard sale sign) shall be removed promptly, and in no event more than seven days, after the conclusion of the event.

~~6. Window signs. Removable signs on the inside of windows or transparent doors are permitted.~~

5.2.5 Prohibited Signs. The following types of signs are prohibited:

1. Signs that incorporate in any manner flashing, moving, or intermittent illumination lighting, excluding public traffic control service signs; ~~showing time and temperature.~~

~~2. String lights used in connection with commercial premises with the exception of temporary lighting for holiday decoration.~~

~~3-2.~~ Signs erected in a way that so as to obstructs any path of egress in or on a building;

~~4-3.~~ Permanent banner signs; and

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4. Billboards, off-premises signs, and other non-accessory signs.

~~5.2.6—Signs in Residential Districts. The provisions of this section shall apply to signs in residential districts. The following accessory signs are permitted:~~

- ~~1. Resident identification signs. Two signs, up to one square foot in area each, per residential building indicating the name and address of the residents therein.~~
- ~~2. Multifamily dwelling development sign. One sign, not exceeding 12 square feet in area, identifying a multifamily development.~~
- ~~3. Real estate sign. One sign advertising the sale or rental of the premises on which it is located, and containing no other advertising matter.~~
- ~~4. Subdivision signs. Real estate signs, not more than 20 square feet in area and not more than 10 feet in any dimension, on subdivisions of land as defined in MGL c. 41, § 81L, solely to advertise the selling of land or buildings in said subdivision, provided that not more than one such sign shall face the same street.~~
- ~~5. Yard or garage sale sign. One sign advertising a yard or garage sale on the premises on which it is located, provided that a yard sale permit has been duly obtained.~~
- ~~6. Construction, painting or remodeling sign. One sign indicating the name, address and telephone number of a contractor currently providing construction, painting or remodeling services on the premises, and containing no other advertising matter, provided that permission to display such sign has first been obtained from the homeowner.~~
- ~~7. Noncommercial message signs. Accessory signs containing a noncommercial message and no other advertising matter.~~
- ~~8. Commercial signs. Except to the extent permitted in § 5.2.6, commercial signs, whether or not accessory to a permitted activity engaged in on the premises, are prohibited in Residence Districts.~~

~~5.2.6.7 Residence Districts; Residential Signs. Size, Number and Location of Accessory Residential Signs. Unless otherwise provided herein Accessory signs for residential uses that comply with the following provisions are permitted:~~

- ~~1. No one permanent residential sign in a residential district shall exceed ~~four~~ 30 square feet in area. No permanent standing sign shall exceed ~~four~~ five feet in height. The total sign area for all permanent residential signs on a lot shall not exceed 30 square feet.~~
- ~~2. No more than two permanent standing signs shall be located on a residential property at one time.~~
- ~~3. No part of any standing sign shall be located within 10 feet of the edge of the pavement of any street, in a way that obstructs a sidewalk, or otherwise create a safety hazard to~~

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pedestrian or vehicular traffic.

4. No sign attached to a building shall be located on, or project above, the roof of any the building.

5. Temporary standing signs shall not exceed four square feet in sign area per sign.

5.2.78 ~~Commercial Districts~~ Nonresidential signs. The provisions of this section shall apply to signs ~~in commercial districts for commercial, industrial, and institutional uses. Accessory signs on business establishments or institutions in commercial districts that comply with the following provisions are permitted:~~

1. Wall signs.

a. ~~One p~~ Principal wall signs are is-permitted on the front each façade of the an establishment to which it they relates when the property directly abuts a street, municipal parking lot, the Minuteman Bikeway, or other trail or path available for public use. The width of such a sign above the first floor of a building shall not exceed three feet. The total sign area for each establishment on the first floor shall not exceed one square foot for each linear foot of the façade for which the sign is attached, not to exceed 100 square feet per sign. The total sign area for each establishment above the first floor shall not exceed nine (9) square feet.

b. ~~A s~~ Secondary wall signs may be installed marking a direct entrances on a parking lot or another street in addition to the front wall sign or parking areas. There shall be not more than two such secondary wall signs per entrance. Said signs shall have a width an area no greater than six square feet for each sign. 50% of the maximum permissible width for the principal wall sign.

e. ~~No wall sign shall be more than three (3) feet in overall height.~~

~~c. d. In buildings where the first story is substantially above grade and the basement is only partially below street grade, For establishments occupying multiple stories, one sign for each story level is allowed if each sign has only 1/2 of the area that the total area of all signs does not exceed the area allowed for the principal sign under §5.2.7.1.a. would be permitted for a single sign.~~

~~d. e.~~ In addition to the above signs, each building with multiple occupants may have one directory sign affixed to the exterior wall, window or door of the building at each entrance. Such directory sign shall provide not more than one square foot for each occupant of the building.

~~e. f.~~ Wall signs shall either be affixed to a wall and parallel to it or affixed to the roof above a wall and be parallel to the wall. They shall not project more than 12 inches from the face of such wall.

~~f. g.~~ No wall sign shall project above the highest line of the main roof or parapet on the

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wall to which it is attached, whichever is higher.

2. Banner Signs. No banner sign shall exceed 15 square feet in area and no establishment shall have more than one banner sign at a time.

3. Awning Signs.

a. In addition to wall signs, an establishment on the first floor is permitted to have an awning sign.

b. The letters and graphics of an awning sign shall not exceed 16 inches in height and the sign area shall not exceed 30 square feet.

4. Projecting signs.

~~a. In particular instances the SPGA may issue special permits for projecting signs in accordance with §5.2.10, if it is determined that the architecture of the building, the location of the building with reference to the street or the nature of the establishment is such that the sign should be permitted in the public interest. No establishment shall be permitted more than one projecting sign.~~

~~b a. Notwithstanding § 5.2.8.2.a, in the CB District, One projecting sign per establishment per façade meeting the standards below is permitted. shall be permitted by right, provided it meets the standards set out below. Projecting signs exceeding these dimensions shall be subject to the special permit provisions of § 5.2.10.~~

~~i. The sign may not exceed six square feet in area (not including the area of the supporting bracket or hanger);~~

~~ii. For single-story buildings structures, the sign shall not project above the roofline or 18 feet above ground level, whichever is lower; for multistory structures, projecting signs may not extend vertically above the window sill of the second story;~~

~~iii. The sign must clear sidewalks by at least eight feet from the bottom of the sign and may project no more than four feet from a building or one-third the width of the sidewalk, whichever is less;~~

~~iv. The sign must clear the wall by at least six inches and must project from the wall at an angle of 90°. Angular projection from the corner of a building is prohibited.~~

~~3-5. Standing signs. In particular instances the SPGA may issue special permits for standing signs in accordance with §5.2.10, if it is determined that the architecture of the building, the location of the building with reference to the street or the nature of the establishment is such that the sign should be permitted in the public interest. No establishment shall be permitted more than one standing sign other than signs directing traffic flow. In the CM and CRO~~

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~~Districts one standing sign, not to exceed 50 square feet in area and five feet in height, shall be permitted by right on each lot.~~

Standing signs are subject to the following restrictions:

- a. In the CM and CRO Districts, one permanent standing sign per lot, not to exceed 100 square feet in area and six feet in height.
- b. In the CB District, one permanent standing sign per lot, not to exceed nine square feet in sign area and five feet in height.
- c. In the CN, CRS, CS, CSX, and CLO Districts, one permanent standing sign per lot, not to exceed 20 square feet in sign area and five feet in height.
- d. In residential districts, one permanent standing sign, not to exceed 15 square feet in sign area and five feet in height.
- e. Up to four (4) temporary standing signs, not to exceed four (4) square feet in sign area per sign, are permitted on a lot.

~~6. Signs at gasoline f Motor vehicle fuel filling stations and garages. Gasoline filling stations and garages may divide the one wall signs affixed to the front wall of the building to which they are entitled as hereinabove provided into separate wall signs indicating the separate operations or departments of the business, provided however that the total of the widths of the separate signs shall not exceed the maximum width permitted under this bylaw for a single wall sign on such wall. In addition to other permitted signs, one wall or standing sign not exceeding 50 square feet in area and 10 feet in height is permitted for motor vehicle fuel or charging stations, indicating the brand of gasoline being sold may be erected of such type, in such location, and in such manner as the SPGA may allow by special permit. The standard type of gasoline fuel pump or charging station bearing thereon, in usual size and form, the name or type of fuel gasoline and the price thereof shall not be deemed to be a sign within the meaning of this bylaw.~~

7. Construction signs. A maximum of two accessory construction signs shall be permitted during construction of developments. Signage is permitted on the property undergoing construction during site work construction and for no more than 30 days after completion of construction. The total sign area of all signs shall not exceed 32 square feet and signs shall not exceed eight feet in height.

8. Portable signs. Portable signs are permitted, provided that such signs:

- a. are located on private property;
- b. are removed at the close of each business day;
- c. do not obstruct a walkway;
- d. provide at least four feet of clearance for pedestrians;
- e. do not exceed six square feet in area and a height of four feet above the ground;
and

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- f. are installed so as to not blow over.

~~5.2.9—Building Permit. All persons desiring to erect an outdoor sign in a commercial district shall apply to the Building Commissioner for a building permit. The Building Commissioner shall issue a building permit provided the proposed sign complies with this bylaw, the State Building Code, requirements of the Historic Districts Commission (where applicable) and any other applicable laws, bylaws or regulations. All applications for permits shall comply with the permitting authority's rules and regulations.~~

~~5.2.8 10 Special Permit. In particular instances † The SPGA may issue special permits for more or larger signs than are provided herein or for signs of types or for purposes not provided herein and not specifically prohibited herein, including temporary signs, if it is determined that the architecture of the building, the location of the building with reference to the street or the nature of the establishment is such that the sign should be permitted in the public interest. In granting such permission, the SPGA shall specify the size and location of the sign or signs and impose such other terms and restrictions as it may be deemed to be in the public interest. In considering applications for special permits for signs located on land owned or leased by a religious sect or denomination or by a nonprofit educational corporation, and used for religious or educational purposes, the SPGA shall not treat the applicant on terms less favorable than those applied to a non-religious institution, nor in a manner that unreasonably restricts the religious or educational activities of the applicant.~~

5.2.9 Site Plan Review. For projects requiring site plan review, the Planning Board may waive any provisions of this §5.2.

5.2.10 Pre-existing nonconforming signs. Any sign existing at the date of the amendment of this section but which does not conform to these regulations by reason of size, location, type of construction, or illumination shall not be enlarged, relocated, or have its type of construction or illumination changed except in full compliance with this §5.2.

2. Amend § 135-10.0 Definitions as follows:

FLAG

A piece of lightweight fabric, typically oblong or square, attached at one edge to a rope, building, or flown from a flagpole containing colors, patterns, symbols, and may contain words.

SIGN

Any display device, including but not limited to a board, placard, poster, flag or banner, which advertises or communicates information to persons not on the premises on which it is located.

SIGN, AWNING

A sign consisting of letters or graphics affixed to an awning or canopy that extends over a walkways, courtyard, drive, or other open area.

SIGN, BANNER

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A sign constructed of a long strip of fabric or other similar flexible material mounted or attached to a structure. For regulatory purposes, flags are not considered banners.

SIGN, COMMERCIAL

~~Any sign, regardless of size, which advertises, calls attention to, or indicates any commercial product, service or activity, whether or not manufactured, sold or engaged in on the premises at which the sign is displayed.~~

SIGN, PERMANENT

Any sign which is not temporary sign.

SIGN, PORTABLE

A sign not attached to the ground or to a building or structure and which obtains some or all of its structural stability with respect to wind or other normally applied forces by means of its geometry or character.

SIGN SIZE AREA

~~The size of a sign shall include any intermediary removable surface to which it is affixed. The area contained entirely within a signboard or if no signboard is present, the area contained within the smallest rectangle that encloses all of the wording or graphics of a sign. The area of a flat two-faced projecting or standing sign is the area of one face. The width of a sign is its horizontal dimensions even when this is the smaller dimension.~~

SIGN, STANDING

Any sign that is erected on and attached to the land. If a sign support holds more than one sign, each such sign is considered a separate standing sign.

SIGN, TEMPORARY

Any sign which by its design or use is temporary in nature intended for a limited period of display and is not permanently mounted. Posters, construction signs, yard sales, real estate signs, lawn signs, and banner signs are considered to be temporary signs.

(2/20/2024)

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condominium association, and homeowners association where applicable.

6.10.3 REQUIREMENTS. Operator-occupied, and operator-adjacent short-term rentals are permitted as an accessory use to a permitted principal residential use, subject to the following requirements:

1. No dwelling unit, or bedroom within a dwelling unit, may be used as a short-term rental except in compliance with this bylaw.
2. The following kinds of dwelling units, and bedrooms within the following kinds of dwelling units, may not be used as short-term rentals:
 - i. Dwelling units designated as affordable or otherwise income-restricted, which are subject to affordability covenants or are otherwise subject to housing or rental assistance under local, state, or federal programs or law;
 - ii. Accessory Apartments as defined in Section 6.7; ~~and~~
 - iii. Multi-family developments. A building designed for three or more dwelling units and developments that contain two or more buildings on the same lot with three or more dwelling units.
 - iv. Any dwelling unit in violation of the State Sanitary Code, 105 CMR 410.3.
3. All short-term rental operators shall register with the Building and Zoning Office prior to short-term rental use and occupancy in conformance with Section 6.10.5 below.
4. ~~A short-term rental operator may make available no more than one (1) dwelling unit for operator-occupied short-term rentals, which may include the separate short-term rental of no more than three (3) individual bedrooms, and one (1) dwelling unit for operator-adjacent short-term rentals, which may be rented only as a whole unit to one (1) party of short-term renters at any one (1) time and may not be rented as separate bedrooms to separate parties.~~

A short-term rental operator may make no more than one (1) dwelling unit or two (2) bedrooms available for rent by one (1) party at a time for operator occupied short-term rentals.

A short-term rental operator may make no more than one (1) dwelling unit available for operator-adjacent short term rentals, which dwelling unit may be rented only as a whole unit to one (1) party at a time. Separate bedrooms may not be rented to separate parties in operator-adjacent short term rentals.

No more than two (2) adult guests per bedroom or ten (10) per dwelling, whichever

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is less, are permitted in a short-term rental.

5. A short-term rental shall be limited to parking of one (1) vehicle per lawful bedroom in the short-term rental and no more than 4 vehicles on a lot.
6. ~~The short term rental operator or their agent shall maintain an up to date log of all occupants that occupy the short term rental, which shall contain the occupants' names, ages, and dates of commencement and expiration of each short term rental period. The log shall be available for inspection by the Town's Board of Health and Department of Public Safety in case of emergency. The purpose of this requirement is to ensure that the Town shall have basic identifying information of all occupants of the short term rental at all times.~~
7. 6. The short-term rental operator must ensure that the property is be current with all town taxes, water, and sewage charges.
8. 7. All short-term rental operators shall maintain liability insurance appropriate to cover the short-term rental use.
9. 8. During any period of seven (7) or more consecutive days ~~when~~ during which the short-term rental operator is not sleeping overnight at away from the dwelling unit, an operator-occupied short-term rental may be rented only as a whole unit ~~and not rented as separate bedrooms to separate parties.~~
- ~~10.~~ 9. The number of bedrooms made available for operator-occupied short-term rentals within a dwelling unit shall not be greater than one less than the number of lawful bedrooms in the dwelling unit.
- ~~11.~~ 10. Renting for an hourly rate, or for rental durations of less than ten (10) consecutive hours, shall not be permitted.
- ~~12.~~ 11. Short-term rentals shall not exceed in the aggregate, one-hundred-twenty (120) consecutive or nonconsecutive ~~calendar~~ days per calendar year when the short-term rental operator is not occupying the dwelling unit during the entire term of the short-term rental.
12. Short-term rentals may not be located in the same dwelling unit as rooming units.

6.10.4 REGULATIONS. The Building Commissioner shall have the authority to promulgate regulations to carry out and enforce the provisions of this Section 6.10 "Short-Term Rentals."

6.10.5 REGISTRATION, INSPECTION AND FEES.

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1. ~~The short-term rental operator or the short-term rental operator's agent shall register with the Town. All dwelling units, or bedrooms within a dwelling unit, offered for short-term rentals shall register with the Town,~~ secure a Certificate of Registration according to standards set forth by the Building Commissioner, and pay all associated fees for all dwelling units, or bedrooms within a dwelling unit, offered for short-term rental. The Certificate of Registration shall require the short-term rental operator to agree to abide by the requirements of this Section 6.10.
2. ~~It is the responsibility of t~~ The short-term rental operator must ~~to~~ renew its Certificate of Registration on an annual basis and ~~or~~ upon change of operator or owner.
3. Prior to issuing or renewing a ~~e~~ Certificate of ~~r~~ Registration, the Building and Zoning Office shall conduct an inspection to verify that each dwelling unit, or bedroom within a dwelling unit, to be rented to short-term renters meets the requirements of this Section 6.10.
4. Units shall be annually recorded in the Short-Term Rental Registry for a fee set by the Select Board.

(2/15/2024)

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ARTICLE 49

AMEND ZONING BYLAW – PERMITTED USES AND DEFINITIONS

MOTION:

That the Zoning Bylaw, Chapter 135 of the Code of the Town of Lexington, be amended as follows, where ~~struck through~~ text is to be removed and underlined text is to be added, and further that non-substantive changes to the numbering of this bylaw be permitted to comply with the numbering format of the Code of the Town of Lexington.

1. Amend definitions in § 135-10.0 as follows:

RESTAURANT

~~An establishment primarily for serving by a waiter or waitress and consumption of meals at tables or a counter, on the premises. A brewpub serving at least 25% of the establishment's brewing production capacity on-site shall be classified as a restaurant.~~

An establishment whose principal business is the sale of foods or beverages for consumption on premises, including cafés, cafeterias, or brewpubs.

~~FAST-FOOD SERVICE~~

~~An establishment primarily for self service or purchase of food or beverage at a counter for consumption on the premises.~~

2. Add new definitions in § 135-10.0 as follows (new text not underlined):

CRAFT BEVERAGE ESTABLISHMENT

An establishment licensed to manufacture under M.G.L. Chapter 138 that produces less than 465,000 gallons (or 15,000 barrels) on-site per year for consumption on or off premises, including craft breweries and microbreweries.

3. Amend Section J of Table 1, Permitted Uses and Development Standards for Eating and Drinking Establishments, as follows:

		GC	RO	RS	RT	CN	CRS	CS	CB	CLO	CRO	CM	CSX
J.	EATING AND DRINKING; TRANSIENT ACCOMODATIONS												
J.1.0	AS A PRINCIPAL USE												
J.1.01	Restaurant (*Maximum 7,500 square feet gross floor area per one establishment and SP for	N	N	N	N	N <u>SP</u>	Y	N <u>SP</u>	Y	N <u>SP</u>	Y	Y	SP*

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N.1.05	Craft Beverage Establishment	N	N	N	N	SP	SP	SP	SP	SP	Y	Y	SP
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5. Amend Section Q of Table 1, Permitted Uses and Development Standards for Accessory Uses for Commercial Uses as follows:

		GC	RO	RS	RT	CN	CRS	CS	CB	CLO	CRO	CM	CSX
Q.	ACCESSORY USES FOR COMMERCIAL USES												
Q.1.04.	Cafeteria, dining room, conference rooms, function rooms, recreational facilities; the use shall be conducted primarily for the employees or clientele of the principal use and not for the general public and shall be conducted entirely within the principal building with no evidence of the existence of the use from the street or from any lot line	SP	SP	SP	SP	Y	Y	Y	Y	Y	Y	Y	Y

6. Amend Section I of Table 1, Permitted Uses and Development Standards Section I.1.03 as follows:

		GC	RO	RS	RT	CN	CRS	CS	CB	CLO	CRO	CM	CSX
I.	SALES OR RENTAL OF GOODS AND EQUIPMENT												
I.1.0	AS A PRINCIPAL USE												

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I.1.03	Food, not intended for consumption on the premises; includes grocery store, but not a take out or fast-food service (*Maximum 7,500 square feet gross floor area per one establishment and SP for E.1.01 and N for E.1.02)	N	N	N	N	Y	Y	N	Y	N	SP	SP	Y*
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7. Amend Section 5.1.4 in the Table of Parking Requirements as follows:

Type or Use	Parking Factor
Eating Establishments	
Restaurant, fast-food , and other eating establishments not otherwise classified	1 per 3 seats, or 1 per 150 SF, whichever is greater; 1 per 5 seats, or 1 per 200 SF, whichever is greater in CB

8. Amend Section H.I.020 of Table 1, Permitted Uses and Development Standards as follows:

		GC	RO	RS	RT	CN	CRS	CS	CB	CLO	CRO	CM	CSX
H.	PERSONAL, BUSINESS, OR GENERAL SERVICE USES												
H.1.020	Private postal service	N	N	N	N	N	Y	Y	N <u>Y</u>	N	Y	Y	Y

(1/8/2024)

Town of Lexington
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**ARTICLE 51 AMEND ZONING BYLAW – MAXIMUM HEIGHT FOR
VILLAGE OVERLAY DISTRICT**

MOTION:

That the Zoning Bylaw, Chapter 135 of the Code of the Town of Lexington, be amended as follows, where ~~struck through~~ text is to be removed and underlined text is to be added, and further that non-substantive changes to the numbering of this bylaw to comply with the numbering format:

1. Amend § 135-7.5.5.10.a as follows:

a. *In the VO District, when the underlying zoning district is a Commercial District, the maximum height is 60 feet when ~~where~~ at least 30% of the total net gross floor area of the street floor of the development is occupied by a nonresidential principal uses, the maximum height is 60 feet if the nonresidential uses are permitted in the underlying district or 52 feet if the nonresidential uses are not permitted in the underlying district. the street floor level or buildings' footprint, whichever is greater, of the entire development is occupied by commercial principal uses, not including associated parking, shown in Table 1 §3.4 Permitted Uses and Development Standards as permitted in the underlying district in the following categories:

Commercial Office Uses

Personal, Business, or General Services Uses

Sales or Rental of Goods and Equipment

Eating and Drinking

Commercial, Recreational, Amusements, Entertainment,

b. *In the VO District, when the underlying district is a Residential District, the maximum height is 52 feet when at least 30% of the gross floor area of the street floor level or buildings' footprint, whichever is greater, of the entire development is occupied by non-residential principal uses pursuant to § 7.5.4.4.

2. Amend the subsequent subsection as follows:

§ 135-7.5.5.10.b to be § 135-7.5.5.10.~~b-c~~

(2/1/2024)

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calculation, the amount of required dwelling units shall be rounded down. If ~~DHCD~~ EOHLC determines in writing that the Town has not shown this 15% requirement to be feasible, at least 10% of the dwelling units in any development containing ten (10) or more units shall be Inclusionary Dwelling Units with household income limited to 80% of the Area Median Income and eligible for inclusion on the Subsidized Housing Inventory.

5. The Planning Board, in consultation with the Select Board, the Housing Partnership Board, and the Commission on Disability, may adopt regulations consistent with ~~DHCD~~ EOHLC's Compliance Guidelines and this section to facilitate equitable size, physical characteristics, location, and access to services for the inclusionary units and the form of required legal restrictions.

6. Amend §135-7.5.14 as follows:

Conditions. The Planning Board may impose reasonable terms and conditions, consistent with the parameters established by ~~DHCD~~-EOHLC's Compliance Guidelines, to promote these objectives and serve the purposes of this section. Approval may reasonably regulate matters such as vehicular access and circulation on site, architectural design of a building, site design, and screening for adjacent properties. The Board may require a performance guarantee to ensure compliance with these conditions.

(1/16/2024)

**Town of Lexington
PROPOSED CONSENT AGENDA
2024 Annual Town Meeting**

ARTICLE 6	Appropriate for Senior Services Program
ARTICLE 10	APPROPRIATE THE FY2024 COMMUNITY PRESERVATION COMMITTEE OPERATING BUDGET AND CPA PROJECTS
	b) Archives and Record Management-\$20,000
	j) Projected Debt Service-\$1,788,900
	k) Administrative Budget-\$150,000
ARTICLE 11	APPROPRIATE FOR RECREATION CAPITAL
ARTICLE 12	APPROPRIATE FOR MUNICIPAL CAPITAL
	a) Transportation Mitigation
	c) Ambulance Replacement;
	d) Equipment Replacement;
	e) Sidewalk Improvements;
	f) Hydrant Replacement;
	g) Townwide signalization
	h) Stormwater Management Program;
	j) Public Parking Lot Improvement program
	k) Network Core Equipment Replacement;
	l) Municipal Technology Improvement Program
	m) Network Redundancy & Improvement Plan;
	n) Network Technology Improvements
	o) Scanning - Electronic Document Management;
	q) Street Improvements
ARTICLE 13	APPROPRIATE FOR WATER SYSTEM IMPROVEMENTS
ARTICLE 14	APPROPRIATE FOR WASTEWATER SYSTEM IMPROVEMENTS
ARTICLE 15	APPROPRIATE FOR SCHOOL CAPITAL PROJECTS AND EQUIPMENT
ARTICLE 16	APPROPRIATE FOR PUBLIC FACILITIES CAPITAL PROJECTS
	a) Public Facilities Bid Documents;
	b) Public Facilities Interior Finishes;
	c) School Paving and Sidewalks;
	d) Public Facilities Mechanical/Electrical/Plumbing Replacements;
ARTICLE 17	APPROPRIATE TO POST EMPLOYMENT INSURANCE LIABILITY FUND
ARTICLE 18	RESCIND PRIOR BORROWING AUTHORIZATIONS (if IP)
ARTICLE 20	APPROPRIATE FOR PRIOR YEARS' UNPAID BILLS
ARTICLE 22	APPROPRIATE FOR AUTHORIZED CAPITAL IMPROVEMENTS
ARTICLE 28	SELECT BOARD TO ACCEPT EASEMENTS
ARTICLE 30	PROHIBITION OF SINGLE USE FOOD CONTAINERS (Citizen Petition) (IP)
ARTICLE 44	AMEND GENERAL BYLAWS – CHAPTER 100 PUBLIC WAYS AND PLACES (Citizen Petition) (IP)

Select Board Positions
Working Document

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	IP	JP	SB	DL	JH	MS
1	Notice of Election		-						
2	Election of Deputy Moderator and Reports of Town Boards, Officers and Committees		-						
3	Appointments To Cary Lecture Series		-		Y	Y	Y	Y	W
Financial Articles									
4	Appropriate Fy2025 Operating Budget		JP		W	W	W	W	W
5	Appropriate Fy2025 Enterprise Funds Budgets		DL		W	Y	W	W	W
6	Appropriate For Senior Services Program		SB		Y	Y	W	W	W
7	Sustainable Capital Projects		MS		W	Y	W	Y	W
8	Accept Tucker Ave (Westernmost Portion)		DL		Y	Y	Y	Y	W
9	Establish And Continue Departmental Revolving Funds		DL		Y	Y	W	W	W
10	Appropriate The Fy2025 Community Preservation Committee Operating Budget And CPA Projects	1/22/2024	MS						
	a. Cary Memorial Library Renovation – \$4,000,000				Y	Y	Y	Y	Y
	b. Archives and Records Management – \$20,000				Y	Y	Y	Y	Y
	c. Park Improvements – Athletic Fields – Bowman School – \$545,000				Y	Y	Y	Y	Y
	d. Lincoln Park Fitness Stations Equipment – \$160,000				Y	Y	Y	Y	Y
	e. Park Improvements – Hard Court Surfaces – Valley Rd – \$492,000				Y	Y	Y	Y	Y
	f. Lincoln Park Field Improvements – \$1,145,000				Y	Y	Y	Y	N
	g. LexHAB Support, Restoration, Preservation, and Decarbonization – \$482,365				Y	Y	Y	Y	Y
	h. Lexington Housing Authority Exterior Preservation – \$100,000				Y	Y	Y	Y	Y
	i. Affordable Housing Trust Funding – \$3,200,000				Y	Y	Y	Y	Y
	j. Projected Debt Service – \$681,200				Y	Y	Y	Y	Y
k. Administrative Budget – \$150,000		Y	Y	Y	Y	Y			

Select Board Positions
Working Document

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	IP	JP	SB	DL	JH	MS
11	Appropriate For Recreation Capital Projects		SB		W	Y	W	W	W
12	Appropriate For Municipal Capital Projects And Equipment		MS						
	a) Transportation Mitigation				Y	Y	W	W	W
	b) Heavy Vehicle Extrication Equipment				Y	Y	W	W	W
	c) Ambulance Replacemen				Y	Y	W	W	W
	d) Equipment Replacement				Y	Y	W	W	W
	e) Sidewalk Improvements				Y	Y	W	W	W
	f) Hydrant Replacement				Y	Y	W	W	W
	g) Townwide Signalization Improvements				Y	W	W	W	W
	h) Stormwater Management Program				Y	Y	W	W	W
	i) Cemetery Columbarium - Design				Y	Y	W	W	W
	j) Public Parking Lot Improvement Program				Y	W	W	W	W
	k) Network Core Equipment Replacement				Y	Y	W	W	W
	l) Municipal Technology Improvement Program				Y	Y	W	W	W
	m) Network Redundancy & Improvement Plan				Y	Y	W	W	W
	n) Network Technology Improvements				Y	Y	W	W	W
	o) Scanning - Electronic Document Management				Y	Y	W	W	W
	p) Election Equipment Upgrade				Y	Y	W	W	W
q) Street Improvements			Y	Y	W	W	W		
13	Appropriate For Water System Improvements		MS		Y	Y	Y	Y	W
14	Appropriate For Wastewater System Improvements		MS		Y	Y	Y	Y	W
15	Appropriate For School Capital Projects And Equipment		DL		W	Y	W	W	W

Select Board Positions
Working Document

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	IP	JP	SB	DL	JH	MS
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16	Appropriate For Public Facilities Capital Projects		MS						
	a) Public Facilities Bid Documents				Y	Y	W	y	W
	b) Public Facilities Interior Finishes				Y	Y	W	y	W
	c) School Paving and Sidewalks				Y	Y	W	y	W
	d) Public Facilities Mechanical/Electrical/Plumbing Repl				Y	Y	W	y	W
17	Appropriate To Post Employment Insurance Liability Fund		DL		W	R	W	W	W
18	Rescind Prior Borrowing Authorizations		JH		Y	Y	W	W	W
19	Establish, Amend, Dissolve And Appropriate To And From Specified Stabilization Funds		SB		W	W	W	W	W
20	Appropriate For Prior Years' Unpaid Bills		SB		W	W	W	W	W
21	Amend Fy2024 Operating, Enterprise And CPA Budgets.		JH		W	W	W	W	W
22	Appropriate For Authorized Capital Improvements.		DL		W	W	W	W	W
23	Appropriate Opiod Settlement		MS		Y	Y	Y	Y	Y
24	Appropriate Funding For Semiquincentennial Commission	2/5/2024	SB		Y	Y	Y	Y	Y
25	Pine Meadows Clubhouse Renovation		SB		W	Y	W	W	W
26	Appropriate for Design Funds for Lexington High School Construction Project		JP		Y	Y	Y	y	Y
27	Appropriate for Renovation of 173 Bedford Street		JP		Y	W	W	W	W
General Articles									
28	Select Board To Accept Easements		DL		Y	Y	W	W	W
	Amend the General Bylaw- Noise Control								

Select Board Positions
Working Document

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	IP	JP	SB	DL	JH	MS
29	a) Construction Noise		JP		Y	W	W	W	W
	b) Commercial Gas Leaf Blower Prohibition Delay				W	W	Y	W	W
30	Prohibit Single-Use Food Containers (Citizen's Petition)- IP		JH	IP	IP	IP	IP	IP	IP
31	Prohibit Single-Serve Plastic Water Bottles (Citizen's Petition)	2/12/2024	JH		W	W	W	W	W
32	Old Spring Street Name Change		SB		Y	Y	Y	Y	Y
33	Authorize Affordable Housing Trust To Seek Affordable Housing	2/5/2024	MS		Y	Y	Y	Y	Y
34	Amend General Bylaws - Tree Bylaw - Tree Protection Plan	1/22/2024	JP		Y	W	Y	Y	Y
35	Amend General Bylaws - Tree Bylaw - Require Mitigation Planting In Certain Instances	1/22/2024	JP		Y	W	W	Y	Y
36	Amend General Bylaws - Tree Bylaw - Exemptions	1/22/2024	JP		Y	W	Y	Y	Y
37	Importance Of Trees Resolution (Citizen Petition)	1/22/2024	JP		Y	W	W	W	Y
38	Amend Regulation Of Fossil Fuel Infrastructure Bylaw - Meet Department Of Energy Resources (Doer) Requested Changes		JH		Y	W	W	Y	Y
39	Home Rule Petition To Adjust The Number Of On-Premise Wine And Malt Alcohol Licenses		DL		Y	Y	Y	y	W
40	Integrated Pest Management Resolution (Citizen Petition)	2/12/2024	MS		Y	Y	Y	y	Y
41	Massachusetts Bay Transportation Authority	3/4/2024	JH		W	W	W	y	W
42	Digital Publication Of Legal Notices (Citizen Petition)	2/12/2024	JP		Y	Y	Y	Y	Y
43	Voting Rights 16 And Older (Citizen Petition)	2/12/2024	DL		Y	Y	Y	Y	Y
44	Amend General Bylaws – Chapter 100 Public Ways And Places (Citizen Petition) IP		SB	IP	IP	IP	IP	IP	IP
45	Indigenous Peoples Day (Citizen Petition)	2/12/2024	JH		Y	Y	W	Y	Y
46	Royal Family Invitation To 250th Celebration		SB		W	Y	Y	W	Y

Select Board Positions
Working Document

#	Article Name	ARTICLE UPDATE AT SELECT BOARD MTG	SELECT BOARD PRSNTR	IP	JP	SB	DL	JH	MS
Zoning Articles									
47	Amend Zoning Bylaw - Signs	2/26/2024	JP		W	W	W	W	W
48	Amend Zoning Bylaw - Short Term Rentals	2/26/2024	DL		W	W	W	W	W
49	Amend Zoning Bylaw - Permitted Uses and Development Standards	2/26/2024	MS		W	W	W	W	W
50	Amend Zoning Bylaw - Inclusionary Housing For Village And Multi-Family Overlay Districts	2/26/2024	JH		W	W	W	W	W
51	Amend Zoning Bylaw – Maximum Height For Village Overlay District	2/26/2024	JH		W	W	W	W	W
52	Amend Zoning Bylaw And Map - Technical Corrections	2/26/2024	SB		W	W	W	W	W
53	Amend Zoning Map - 507 Bedford Street (Owner Petition) IP		JH	IP					
54	Amend Zoning Map- 509 Bedford Street (Owner Petition) - IP		JH	IP					

AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Approve Amendment to Memorandum of Understanding (MOU) Between AB Holdings, LLC and the Town of Lexington, Massachusetts

PRESENTER:

ITEM NUMBER:

I.5

SUMMARY:

Category: Decision-Making

Attached please find the First Amendment to the MOU between AB Holdings, LLC (Inn at Hastings Park) and the Town of Lexington as negotiated prior to the Fall 2023 Town Meeting. The Town received notice (attached) on 2/16/24 from the Attorney General's Office approving Article 12 which allows this MOU amendment to move forward. Also attached is a redline of the 2012 MOU and the original MOU as background information.

SUGGESTED MOTION:

Move to approve the First Amendment to the MOU between AB Holdings, LLC (Inn at Hastings Park) and the Town of Lexington as negotiated and attached.

FOLLOW-UP:

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

8:30pm

ATTACHMENTS:

Description	Type
□ First Amendment to the MOU	Cover Memo

- 📄 AGApproval Letter - Article 12 STM 2023
- 📄 Redline of 2012 Agreement as Amended
- 📄 Original 2012 MOU

Cover Memo

Cover Memo

Cover Memo

**First Amendment to Memorandum of Understanding between
AB Holdings, LLC (the “Owner”) and the Town of Lexington, Massachusetts (“Town”)**

WHEREAS; on December 29, 2011 Owner filed, and on April 20, 2012 amended, a Preliminary Site Development Use Plan for the Planned Commercial Development District at 2013-2027 Massachusetts Avenue (the “Original PSDUP”), which PSDUP was approved at the 2012 Annual Town Meeting under Article 34 thereof;

WHEREAS, the land that is subject to the Original PSDUP, with the existing buildings thereon, is located at Assessor's Map 49 Parcel 2A (formerly Parcel 2), also known as 2013-2027 Massachusetts Avenue (formerly 2027 Massachusetts Avenue) and Assessor's Map 57 Parcel 12, also known as 2013 Massachusetts Avenue (the “Property”);

WHEREAS; Owner and Town, acting through its Select Board (formerly known as the “Board of Selectmen”) entered into a Memorandum of Understanding dated May 9, 2012 (the “MOU”), pursuant to which Owner agreed to provide mitigation measures to be completed by Owner in connection with the development of the Property pursuant to the Original PSDUP;

WHEREAS, Owner has sought an amendment to the PSDUP and the zoning required thereunder pursuant to Section 7.3 of the Lexington Zoning Bylaw (the “PSDUP Amendment”), which PSDUP Amendment has been placed on the warrant for the 2023-1 Special Town Meeting under Article 12.

WHEREAS, Owner and Town seek to amend the MOU in light of the PSDUP Amendment, subject to the PSDUP Amendment’s Approval by the 2023-1 Special Town Meeting;

NOW THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Town and Owner hereto agree to enter into this First Amendment to the MOU as follows:

1. This First Amendment to MOU shall only take effect if the PSDUP Amendment is approved by the 2023-1 Special Town Meeting. If the PSDUP Amendment is not approved by the 2023-1 Special Town Meeting, this First Amendment MOU shall be deemed to be null and void and of no effect.

2. The term “Board of Selectmen” shall be changed to the “Select Board” wherever it appears in the MOU.

3. The second paragraph of the MOU shall be amended by adding at the end thereof, “(which Permits was granted on January 10, 2024 and the Planning Board’s site plan review following the 2023-1 Special Town Meeting” so that it reads as follows (new text **underlined and bolded**):

The purpose of this Memorandum of Understanding ("MOU") is for the Applicant and the Town to agree on those provisions having public benefit to the Town as well as benefit to the Property. The terms of this MOU are binding on the Applicant, its successors and assigns as owners of the Property. The Town and the Applicant

request that the terms be incorporated by the Zoning Board of Appeals into the Special Permit with Site Plan Review **(which permit was granted on January 10, 2024), and the Planning Board’s site plan review following the 2023-1 Special Town Meeting.**

4. The section entitled “Parking and Transportation Demand Management (PTDM) Plan” shall be amended as follows:

- a. Item 3 shall be replaced with the following: “Employees will be directed to park on Worthen Road.”
- b. Item 6 shall be replaced with the following:

Annual reporting will be submitted to the Select Board and the Planning Board on July 1, or the first business day thereafter, of each year as a prerequisite for annual license renewals. Reports must include the following:

- a) Copy of any written complaints received from neighbor or community members pertaining to the parking operations of the Inn and written response on how the management team resolved or addressed the complaint.
- b) Motor vehicle accidents that have been reported to the police and have occurred within the past 12 months on site or with vehicles turning to or from the site.

5. The section entitled “Ongoing Commitments: shall be amended as follows:

- a. Item 5 shall be revised as follows (new text **underlined and bolded**):

The Applicant agrees to limit regular truck access to the site based on the engineering design level achieved for interior circulation and access/egress. The size limit will be set by the Zoning Board of Appeals in the special permit **and by the Planning Board in the site plan review**, based on common engineering practices for turning analysis.

- b. Item 9 shall be deleted in its entirety.

6. The section entitled “Permitting” shall be amended as follows (new text **underlined and bolded**):

Permitting. The execution and delivery of this Agreement does not constitute an agreement by the Town that any necessary permit or approval for the Project will in fact be granted. Any provision of this Agreement will be incorporated into, and made a condition of, any permit or approval granted by the Town. If for any reason this Agreement is not incorporated into the special permit granted by the Zoning Board of Appeals **or site plan review granted by the Planning Board**, this

Agreement shall be recorded by the Applicant (or satisfactory evidence hereof if the Agreement itself is not accepted for recording at the Middlesex South Registry of Deeds). At the time of any such recording the Applicant shall take all steps necessary (in the Town's discretion) to ensure that this Agreement will have priority from a title perspective over any outstanding monetary liens on the Property.

7. The section entitled "Amendment of Agreement" shall be amended as follows (new text **underlined and bolded**):

Amendment of Agreement. This Agreement may not be amended, modified or terminated except by a written instrument executed by the Applicant and by or on behalf of a majority of the **Select Board**. It is the responsibility of the Applicant to request any modification of the special permit **or site plan review** that may be required due to such a modification.

8. The property address referred to at the end of the MOU shall be revised to reference "2013-2027 Massachusetts Ave., Lexington".

9. An amended and restated version of the MOU, as amended by this First Amendment to the MOU is attached for reference as Exhibit A. In the event of conflict between said Exhibit A and this First Amendment to the MOU, this First Amendment to the MOU shall govern.

10. Except as otherwise set forth herein, all other terms and conditions contained in the MOU shall remain unchanged and in full force and effect.

Executed under seal as of this ____ day of November 2023.

TOWN OF LEXINGTON
BOARD OF SELECTMEN

AB Holdings, LLC

Joseph N. Pato, Chair

Trisha Pérez Kennealy, Manager

Suzanne E. Barry, Vice Chair

Jill I. Hai

Douglas M. Lucente

Mark D. Sandeen

EXHIBIT A

2012 AGREEMENT RESTATED WITH 2024 AMENDMENTS

**Memorandum of Understanding between AB Holdings, LLC ("Applicant")
and the Town of Lexington, Massachusetts ("Town")**

**May 9, 2012
(Re-stated February 26, 2024)**

The Applicant has filed for a rezoning of land entitled "The Inn at Hastings Park," dated December 29, 2011, Amended April 20, 2012 "PSDUP Filing" which has been placed on the warrant for the 2012 Annual Town Meeting as Article 34. The land with the existing buildings thereon is located at Assessor's Map 49 Parcel 2 (2027 Massachusetts Avenue) and Assessor's Map 57 Parcel 12 (2013 Massachusetts Avenue) (the "Property").

The purpose of this Memorandum of Understanding ("MOU") is for the Applicant and the Town to agree on those provisions having public benefit to the Town as well as benefit to the Property. The terms of this MOU are binding on the Applicant, its successors and assigns as owners of the Property. The Town and the Applicant request that the terms be incorporated by the Zoning Board of Appeals into the Special Permit with Site Plan Review (which permit was granted on January 10, 2024 and the Planning Board's site plan review following the 2023-1 Special Town Meeting).

Applicant actions prior to DSDUP.

The Applicant will undertake the following actions, with the Town's participation as required. Before the filing of a Definitive Site Development and Use Plan (DSDUP), each item shall be addressed to a sufficient degree in order that they will be incorporated into the Definitive Site Development and Use Plan (DSDUP).

1. Worthen Road Access — The Applicant will prepare the necessary engineering plans and submit a request to amend any permits which may be necessary to implement further driveway improvements for the Worthen Road driveway as agreed to by the Town Engineer.
2. Stone walls facing Massachusetts Avenue that have been proposed for the Massachusetts Avenue parking lot will be constructed at a minimum height of three feet from the finished paved grade of the parking lot to reduce vehicle headlight impact on abutting properties.
3. The Applicant will provide 10,000 dollars for nearby roadway infrastructure improvements as requested by the Town Engineer to further safety in the area. Payment is to be made prior to the issuance of a building permit. Funds not used by the Town within three years of the approval of the DSDUP shall be returned to the Applicant.

Parking and Transportation Demand Management (PTDM) Plan

The Applicant agrees to create and implement a multi-modal PTDM plan, describing the specific demand management techniques that will be utilized.

Memorandum of Understanding between AB Holdings, LLC

It is expected that the PTDM plan will require amendment and refinement over time, but it must initially include or address the following elements:

1. The Applicant will actively manage site parking and will discourage guests and employees from parking on residential side streets such as Parker and Forest Street by managing on-site spaces so that all overnight guests are assured of an off-street parking space.
2. Restaurant and Inn staff will advise guests at the time of making reservations and at check-in to park only in the on-site parking areas or on Massachusetts Avenue or Worthen Road. Motorists parking in the Worthen Road parking area will be advised of the turn restriction on the Worthen Road driveway, and will be directed to follow Worthen Road to Bedford Street.
3. Employees will be directed to park on Worthen Road.
4. Should complaints of parking on residential side streets by guests and employees of the Inn become a concern to the Select Board, the Applicant will in good faith work to secure additional off-street parking space for guests and employees of the Inn. The number of off-street parking spaces shall be determined by the Select Board in consultation with the Applicant and the parties to the complaint(s). In no case shall the additional parking spaces requested exceed the documented overflow of parking on residential streets by guests and employees. Further, it is expressly understood that Massachusetts Avenue and Worthen Road are not considered residential side streets.
5. The Applicant understands that if it is unable to adequately control parking the Select Board may, in its proper exercise of power over public safety and license renewals, act to restrict the number of seats licensed in the restaurant or act in any other manner as a means of correcting such deficiencies.
6. Annual reporting will be submitted to the Select Board and the Planning Board on July 1, or the first business day thereafter, of each year as a prerequisite for annual license renewals. Reports must include the following:
 - a. Copy of any written complaints received from neighbor or community members pertaining to the parking operations of the Inn and written response on how the management team resolved or addressed the complaint.
 - b. Motor vehicle accidents that have been reported to the police and have occurred within the past 12 months on site or with vehicles turning to or from the site.

Ongoing Commitments

1. The Applicant will maintain landscaping on the site to ensure that sight lines at the corner of Massachusetts Avenue/Worthen Road are kept clear.
2. The restaurant will be located inside the former Dana Home structure.

3. The Applicant will provide \$1,000 a year worth of transit passes, such as for LEXPRESS, the Liberty Ride or the MBTA, for the use of guests and employees for a period of three years, to begin upon issuance of a certificate of occupancy to Applicant.
4. The Applicant will write a trash and recycling management plan. Trash will be stored on site, inside a structure. The containers will be of a size that can be retrieved on site by small collection vehicles (as defined in #5 below), or rolled out curbside to be collected by conventional trash vehicles. Trash containers will not be left unattended at curbside. Trash pick-ups will be scheduled to occur so as not to conflict with peak hour traffic. Timing of the pick-ups will comply with state and local laws.
5. The Applicant agrees to limit regular truck access to the site based on the engineering design level achieved for interior circulation and access/egress. The size limit will be set by the Zoning Board of Appeals in the special permit and by the Planning Board in the site plan review, based on common engineering practices for turning analysis.
6. All lighting will be fully shielded, even if in excess of the requirements of the bylaw. Lighting shall be set on automatic timers to turn off exterior lighting between 11 PM and dawn, except at locations where it is demonstrated lower light levels are needed for safety. Interior lighting must be shielded to minimize the light spill from the windows at night.
7. The Applicant acknowledges that the noise pollution standard contained in the Town's general Noise Bylaw may not be appropriate for this specific proposal and agrees that between the hours of 10:00 p.m. and 6:00 a.m., normal operations of the Inn and restaurant will not exceed a noise level of 5dBA above established ambient noise levels at the boundaries of lots with residential dwellings. The Applicant will submit a design report as part of the DSDUP submission, done by an acoustical engineer, showing how they will achieve such a standard.

The ambient noise level will be established by a series of measurements taken at one hour increments over a seven-day period and there may be more than one level established. The applicant and its engineer will also submit a testing protocol to be used to confirm compliance with the standard. The protocol will specify what type of measurement instruments will be used, where the instruments will be placed and when the measurements will be taken. The Town will hire, at the Applicant's expense, a noise consultant to review the testing protocol, and, at a later date, to review the applicant's data showing compliance with the noise standard.

8. The Applicant will have quiet hours after 10:00 p.m. There will be a written management plan explaining how the Applicant will make guests and staff aware of this provision.

Binding Effect. This Agreement shall be binding on the Applicant and its successors and assigns and on the Town. This Agreement is for the benefit of the Applicant and the Town, and it may be enforced by any remedy provided at law or in equity. This Agreement and the Lexington Zoning Bylaw shall be construed in such a way as to harmonize any conflicting provisions to the greatest extent reasonably possible, but in the event of any irreconcilable conflict between this Agreement and any provision in the Bylaw, the provisions of the Bylaw shall control (subject always to the provisions of General Laws, Chapter 40A, as amended).

Applicant's Existence and Authority. The Applicant is a Massachusetts limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

This Agreement constitutes a valid and legally binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms, and neither the execution, delivery or performance of this Agreement nor compliance herewith conflicts with or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the organizational documents of the Applicant, (ii) any law or any order, writ, injunction or decree of any court of governmental authority, or (iii) any agreement or instrument to which the Applicant is a party by which it is bound.

Dispute and Default. The Applicant agrees that there are inadequate remedies at law for the material breach of any provision of this MOU and that the Town is entitled to seek specific performance and other equitable remedies in addition or in lieu of monetary damages in the event of any such breach by the Applicant. In the event of any dispute or default hereunder, the losing or defaulting party shall reimburse the prevailing party for its costs and expenses, including without limitation court costs and attorney's fees.

Cooperation. The Applicant hereby agrees to continue to work cooperatively with the Town on an ongoing basis to implement both the specific provisions and the intent and purposes of this Agreement.

Time is of the Essence. Time shall be of the essence of this Agreement.

Permitting. The execution and delivery of this Agreement does not constitute an agreement by the Town that any necessary permit or approval for the Project will in fact be granted. Any provision of this Agreement will be incorporated into, and made a condition of, any permit or approval granted by the Town. If for any reason this Agreement is not incorporated into the special permit granted by the Zoning Board of Appeals or site plan review granted by the Planning Board, this Agreement shall be recorded by the Applicant (or satisfactory evidence hereof if the Agreement itself is not accepted for recording at the Middlesex South Registry of Deeds). At the time of any such recording the Applicant shall take all steps necessary (in the Town's discretion) to ensure that this Agreement will have priority from a title perspective over any outstanding monetary liens on the Property.

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Enforcement; No Waiver. The failure of the Town to enforce this Agreement shall not be deemed a waiver of the Town's right to do so thereafter. If any provision of this Agreement or its applicability to any person or circumstances shall be held invalid, the remainder thereof, or the application to other persons shall not be affected.

Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Applicable Law. This Agreement shall be governed by and according to the laws of the Commonwealth of Massachusetts, as amended from time to time. Any action brought by the Town hereunder may be

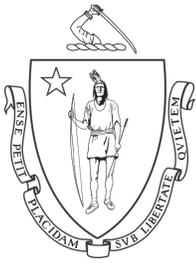
Memorandum of Understanding between AB Holdings, LLC
and the Town of Lexington, Massachusetts
February 26, 2024
Page 5 of 5

brought in the Superior Court in and for the County of Middlesex, and the Applicant hereby agrees to the jurisdiction of such court.

For title reference, see Deed of The Dana Home of Lexington, Inc. dated May 19, 2011, and recorded with Middlesex South Registry of Deeds in Book 56880, Page 171 (covering 2013-2027 Massachusetts Ave.), and also Deed of The Dana Home of Lexington,

Inc. dated _____, 2012, recorded with said Deeds in Book _____, Page _____
(covering 2013-27 Massachusetts Ave.).

PROPERTY ADDRESS: 2013-2027 Massachusetts Ave., Lexington, Massachusetts.



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

February 16, 2024

Mary de Alderete, Town Clerk
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420

**Re: Lexington Special Meeting of November 7, 2023 -- Case # 11248
Warrant Articles # 11 and 12 (Zoning)**

Dear Ms. de Alderete:

Article 12 - We approve Article 12 and the map amendment voted under it from the Lexington November 7, 2023 Special Town Meeting. We will send the approved map to you by regular mail.

Article 11 - The Attorney General's deadline for a decision on Article 11 is extended for an additional 45 days under the authority conferred by G.L. c. 40, § 32. The agreement with Town Counsel for a 45-day extension is attached. We will issue our decision on Article 11 on or before **April 4, 2023**.

Note: Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) **general** by-laws and amendments take effect on the date that these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) **zoning** by-laws and amendments are deemed to have taken effect from the date they were voted by Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

Kelli E. Gunagan

by: Kelli E. Gunagan, Assistant Attorney General
Municipal Law Unit
Office of the Attorney General
Ten Mechanic Street, Suite 301
Worcester, MA 01608
508-792-7600

cc: Town Counsel Mina S. Makarious

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and the Town of Lexington, Massachusetts ("Town")**

May 9, 2012

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Applicant actions prior to DSDUP.

The Applicant will undertake the following actions, with the Town's participation as required. Before the filing of a Definitive Site Development and Use Plan (DSDUP), each item shall be addressed to a sufficient degree in order that they will be incorporated into the Definitive Site Development and Use Plan (DSDUP).

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3. The Applicant will provide 10,000 dollars for nearby roadway infrastructure improvements as requested by the Town Engineer to further safety in the area. Payment is to be made prior to the issuance of a building permit. Funds not used by the Town within three years of the approval of the DSDUP shall be returned to the Applicant.

Parking and Transportation Demand Management (PTDM) Plan

The Applicant agrees to create and implement a multi-modal PTDM plan, describing the specific demand management techniques that will be utilized.

It is expected that the PTDM plan will require amendment and refinement over time, but it must initially include or address the following elements:

1. The Applicant will actively manage site parking and will discourage guests and employees from parking on residential side streets such as Parker and Forest Street by managing on-site spaces so that all overnight guests are assured of an off-street parking space.
2. Restaurant and Inn staff will advise guests at the time of making reservations and at check-in to park only in the on-site parking areas or on Massachusetts Avenue or Worthen Road. Motorists parking in the Worthen Road parking area will be advised of the turn restriction on the Worthen Road driveway, and will be directed to follow Worthen Road to Bedford Street.
- ~~3. Employees will be instructed to park on Worthen Road in the area in front of the Town athletic fields or in a municipal parking lot in Town center. They will further be instructed that they are not permitted to park on Worthen Road north of Massachusetts Avenue towards Bedford Street. (This area is a preferred overflow parking area for guests). Newly hired employees will be required to sign a written statement that they fully understand and will comply with the Inn's Employee Parking Policy as a condition of continued employment. The Applicant will develop written training instructions for all new employees and an ongoing training plan describing how this training will be reinforced on an ongoing basis.~~
3. Employees will be directed to park on Worthen Road.
4. Should complaints of parking on residential side streets by guests and employees of the Inn become a concern to the [Select Board](#) ~~of Selectmen~~, the Applicant will in good faith work to secure additional off-street parking space for guests and employees of the Inn. The number of off-street parking spaces shall be determined by the [Select Board](#) ~~of Selectmen~~ in consultation with the Applicant and the parties to the complaint(s). In no case shall the additional parking spaces requested exceed the documented overflow of parking on residential streets by guests and employees. Further, it is expressly understood that Massachusetts Avenue and Worthen Road are not considered residential side streets.
5. The Applicant understands that if it is unable to adequately control parking the [Select Board](#) ~~of Selectmen~~ may, in its proper exercise of power over public safety

and license renewals, act to restrict the number of seats licensed in the restaurant or act in any other manner as a means of correcting such deficiencies.

~~May 9, 2012~~

February 26, 2024

Page 3 of 6

~~6.~~

6. Annual reporting will be submitted to the Select Board ~~of Selectmen~~ and the Planning Board on July 1, or the first business day thereafter, of each year as a prerequisite for annual license renewals. Reports must include the following:
 - ~~a. Data on dates that the Inn is at least 80% occupancy (18 or more rooms are occupied).~~
 - ~~b. Data on the dates of any meal period when the restaurant serves 54 or more outside patrons.~~
 - ~~c. Description of employee training efforts made, i.e. how they are meeting the management plan on employee training regarding parking.~~
 - a) Copy of any written complaints received from neighbor or community members pertaining to the parking operations of the Inn and written response on how the management team resolved or addressed the complaint.
 - ~~d. An employee and/or patron transportation mode split survey.~~
 - ~~e. The results of the selected PTDM measures and goal attainment.~~
 - ~~f. Update on any modifications, improvements or problems with the two Management Plans (Trash and PTDM).~~
 - b) Motor vehicle accidents that have been reported to the police and have occurred within the past 12 months on site or with vehicles turning to or from the site.

Ongoing Commitments

1. The Applicant will maintain landscaping on the site to ensure that sight lines at the corner of Massachusetts Avenue/Worthen Road are kept clear.
2. The restaurant will be located inside the former Dana Home structure.
3. The Applicant will provide \$1,000 a year worth of transit passes, such as for LEXPRESS, the Liberty Ride or the MBTA, for the use of guests and employees for a period of three years, to begin upon issuance of a certificate of occupancy to Applicant.
4. The Applicant will write a trash and recycling management plan. Trash will be stored on site, inside a structure. The containers will be of a size that can be retrieved on site by small collection vehicles (as defined in #5 below), or rolled out curbside

to be collected by conventional trash vehicles. Trash containers will not be left unattended at curbside. Trash pick-ups will be scheduled to occur so as

not to conflict with peak hour traffic. Timing of the pick-ups will comply with state and local laws.

5. The Applicant agrees to limit regular truck access to the site based on the engineering design level achieved for interior circulation and access/egress. The size limit will be set by the Zoning Board of Appeals in the special permit [and by the Planning Board in the site plan review](#), based on common engineering practices for turning analysis.
6. All lighting will be fully shielded, even if in excess of the requirements of the bylaw. Lighting shall be set on automatic timers to turn off exterior lighting between 11 PM and dawn, except at locations where it is demonstrated lower light levels are needed for safety. Interior lighting must be shielded to minimize the light spill from the windows at night.
7. The Applicant acknowledges that the noise pollution standard contained in the Town's general Noise Bylaw may not be appropriate for this specific proposal and agrees that between the hours of 10:00 p.m. and 6:00 a.m., normal operations of the Inn and restaurant will not exceed a noise level of 5dBA above established ambient noise levels at the boundaries of lots with residential dwellings. The Applicant will submit a design report as part of the DSDUP submission, done by an acoustical engineer, showing how they will achieve such a standard.

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The applicant and its engineer will also submit a testing protocol to be used to confirm compliance with the standard. The protocol will specify what type of measurement instruments will be used, where the instruments will be placed and when the measurements will be taken. The Town will hire, at the Applicant's expense, a noise consultant to review the testing protocol, and, at a later date, to review the applicant's data showing compliance with the noise standard.

8. The Applicant will have quiet hours after 10:00 p.m. There will be a written management plan explaining how the Applicant will make guests and staff aware of this provision.
- ~~9. Should the Town need to rebuild the Massachusetts Avenue/Worthen Road intersection in the future, the Applicant agrees to provide the necessary right of way (ROW) to the Town without dispute. ROW shall be provided to the Town, free of charge, as long as it does not exceed 15' in depth along the frontage of the property, and as long as it does not impact the ongoing parking or permanent use of the site. In exchange, the Town agrees to replace, free of charge to the then owner, any~~

~~landscaping or other physical site amenities disturbed by the Town during the rebuilding of the intersection.~~

Binding Effect. This Agreement shall be binding on the Applicant and its successors and assigns and on the Town. This Agreement is for the benefit of the Applicant and the Town, and it may be enforced by any remedy provided at law or in equity. This Agreement and the Lexington Zoning Bylaw shall be construed in such a way as to harmonize any conflicting provisions to the greatest extent reasonably possible, but in the event of any irreconcilable conflict between this Agreement and any provision in the Bylaw, the provisions of the Bylaw shall control (subject always to the provisions of General Laws, Chapter 40A, as amended).

Applicant's Existence and Authority. The Applicant is a Massachusetts limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

This Agreement constitutes a valid and legally binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms, and neither the execution, delivery or performance of this Agreement nor compliance herewith conflicts with or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the organizational documents of the Applicant, (ii) any law or any order, writ, injunction or decree of any court of governmental authority, or (iii) any agreement or instrument to which the Applicant is a party by which it is bound.

Dispute and Default. The Applicant agrees that there are inadequate remedies at law for the material breach of any provision of this MOU and that the Town is entitled to seek specific performance and other equitable remedies in addition or in lieu of monetary damages in the event of any such breach by the Applicant. In the event of any dispute or default hereunder, the losing or defaulting party shall reimburse the prevailing party for its costs and expenses, including without limitation court costs and attorney's fees.

Cooperation. The Applicant hereby agrees to continue to work cooperatively with the Town on an ongoing basis to implement both the specific provisions and the intent and purposes of this Agreement.

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~~May 9, 2012~~

February 26, 2024

Page 6 of 6

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PROPERTY ADDRESS: 2013-2027 ~~and 2013~~—Massachusetts Ave., Lexington,

Massachusetts. *Signatures on following page*

Memorandum of Understanding between AB Holdings, LLC
and the Town of Lexington, Massachusetts
May 9, 2012
Signature Page

Executed as a sealed instrument as of the date first above written.

Town of Lexington
Board of Selectmen

AB Holdings, LLC

By:


Hank Manz

By:  la/N.Nry`H
Trisha Perez Kennealy, Manager

N  of 


George Burnell


Deborah Mauger

Memorandum of Understanding between AB Holdings, LLC
and the Town of Lexington, Massachusetts
May 9, 2012
Acknowledgment Page

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of ~~Malp~~, 2012, before me, the undersigned notary public, personally appeared ~~Hank Manz~~, proved to me through satisfactory evidence of identification, which was ~~fi~~ photographic identification with signature issued by a federal or state governmental agency, ~~Di~~ oath or affirmation of a credible witness, ~~IX~~ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose. as a Selectman of the Town of Lexington.

~~L~~ ~~e 4. Pegs e~~, Notary Public ^Q
My commission expires: _____

THE COMMONWEALTH OF MASSACHUSETTS



LYNNE A. PEASE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 18, 2016



LYNNE A. PEASE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 18, 2016

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It is expected that the PTDM plan will require amendment and refinement over time, but it must initially include or address the following elements:

1. The Applicant will actively manage site parking and will discourage guests and employees from parking on residential side streets such as Parker and Forest Street by managing on-site spaces so that all overnight guests are assured of an off-street parking space.
2. Restaurant and Inn staff will advise guests at the time of making reservations and at check-in to park only in the on-site parking areas or on Massachusetts Avenue or Worthen Road. Motorists parking in the Worthen Road parking area will be advised of the turn restriction on the Worthen Road driveway, and will be directed to follow Worthen Road to Bedford Street.
3. Employees will be instructed to park on Worthen Road in the area in front of the Town athletic fields or in a municipal parking lot in Town center. They will further be instructed that they are not permitted to park on Worthen Road north of Massachusetts Avenue towards Bedford Street. (This area is a preferred overflow parking area for guests). Newly hired employees will be required to sign a written statement that they fully understand and will comply with the Inn's Employee Parking Policy as a condition of continued employment. The Applicant will develop written training instructions for all new employees and an ongoing training plan describing how this training will be reinforced on an ongoing basis.
4. Should complaints of parking on residential side streets by guests and employees of the Inn become a concern to the Board of Selectmen, the Applicant will in good faith work to secure additional off-street parking space for guests and employees of the Inn. The number of off-street parking spaces shall be determined by the Board of Selectmen in consultation with the Applicant and the parties to the complaint(s). In no case shall the additional parking spaces requested exceed the documented overflow of parking on residential streets by guests and employees. Further, it is expressly understood that Massachusetts Avenue and Worthen Road are not considered residential side streets.
5. The Applicant understands that if it is unable to adequately control parking the Board of Selectmen may, in its proper exercise of power over public safety and license renewals, act to restrict the number of seats licensed in the restaurant or act in any other manner as a means of correcting such deficiencies.

6. Annual reporting will be submitted to the Board of Selectmen and the Planning Board on July 1, or the first business day thereafter, of each year as a prerequisite for annual license renewals. Reports must include the following:
 - a. Data on dates that the Inn is at least 80% occupancy (18 or more rooms are occupied).
 - b. Data on the dates of any meal period when the restaurant serves 54 or more outside patrons.
 - c. Description of employee training efforts made, i.e. how they are meeting the management plan on employee training regarding parking.
 - d. Copy of any written complaints received from neighbor or community members pertaining to the parking operations of the Inn and written response on how the management team resolved or addressed the complaint.
 - e. An employee and/or patron transportation mode split survey.
 - f. The results of the selected PTDM measures and goal attainment.
 - g. Update on any modifications, improvements or problems with the two Management Plans (Trash and PTDM).
 - h. Motor vehicle accidents that have been reported to the police and have occurred within the past 12 months on site or with vehicles turning to or from the site.

Ongoing Commitments

1. The Applicant will maintain landscaping on the site to ensure that sight lines at the corner of Massachusetts Avenue/Worthen Road are kept clear.
2. The restaurant will be located inside the former Dana Home structure.
3. The Applicant will provide \$1,000 a year worth of transit passes, such as for LEXPRESS, the Liberty Ride or the MBTA, for the use of guests and employees for a period of three years, to begin upon issuance of a certificate of occupancy to Applicant.
4. The Applicant will write a trash and recycling management plan. Trash will be stored on site, inside a structure. The containers will be of a size that can be retrieved on site by small collection vehicles (as defined in #5 below), or rolled out curbside to be collected by conventional trash vehicles. Trash containers will not be left unattended at curbside. Trash pick-ups will be scheduled to occur so as

not to conflict with peak hour traffic. Timing of the pick-ups will comply with state and local laws.

5. The Applicant agrees to limit regular truck access to the site based on the engineering design level achieved for interior circulation and access/egress. The size limit will be set by the Zoning Board of Appeals in the special permit, based on common engineering practices for turning analysis.
6. All lighting will be fully shielded, even if in excess of the requirements of the bylaw. Lighting shall be set on automatic timers to turn off exterior lighting between 11 PM and dawn, except at locations where it is demonstrated lower light levels are needed for safety. Interior lighting must be shielded to minimize the light spill from the windows at night.
7. The Applicant acknowledges that the noise pollution standard contained in the Town's general Noise Bylaw may not be appropriate for this specific proposal and agrees that between the hours of 10:00 p.m. and 6:00 a.m., normal operations of the Inn and restaurant will not exceed a noise level of 5dBA above established ambient noise levels at the boundaries of lots with residential dwellings. The Applicant will submit a design report as part of the DSDUP submission, done by an acoustical engineer, showing how they will achieve such a standard.

The ambient noise level will be established by a series of measurements taken at one hour increments over a seven-day period and there may be more than one level established.

The applicant and its engineer will also submit a testing protocol to be used to confirm compliance with the standard. The protocol will specify what type of measurement instruments will be used, where the instruments will be placed and when the measurements will be taken. The Town will hire, at the Applicant's expense, a noise consultant to review the testing protocol, and, at a later date, to review the applicant's data showing compliance with the noise standard.

8. The Applicant will have quiet hours after 10:00 p.m. There will be a written management plan explaining how the Applicant will make guests and staff aware of this provision.
9. Should the Town need to rebuild the Massachusetts Avenue/Worthen Road intersection in the future, the Applicant agrees to provide the necessary right of way (ROW) to the Town without dispute. ROW shall be provided to the Town, free of charge, as long as it does not exceed 15' in depth along the frontage of the property, and as long as it does not impact the ongoing parking or permanent use of the site. In exchange, the Town agrees to replace, free of charge to the then owner, any landscaping or other physical site amenities disturbed by the Town during the rebuilding of the intersection.

Binding Effect. This Agreement shall be binding on the Applicant and its successors and assigns and on the Town. This Agreement is for the benefit of the Applicant and the Town, and it may be enforced by any remedy provided at law or in equity. This Agreement and the Lexington Zoning Bylaw shall be construed in such a way as to harmonize any conflicting provisions to the greatest extent reasonably possible, but in the event of any irreconcilable conflict between this Agreement and any provision in the Bylaw, the provisions of the Bylaw shall control (subject always to the provisions of General Laws, Chapter 40A, as amended).

Applicant's Existence and Authority. The Applicant is a Massachusetts limited liability company duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

This Agreement constitutes a valid and legally binding obligation of the Applicant, enforceable against the Applicant in accordance with its terms, and neither the execution, delivery or performance of this Agreement nor compliance herewith conflicts with or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (i) the organizational documents of the Applicant, (ii) any law or any order, writ, injunction or decree of any court of governmental authority, or (iii) any agreement or instrument to which the Applicant is a party by which it is bound.

Dispute and Default. The Applicant agrees that there are inadequate remedies at law for the material breach of any provision of this MOU and that the Town is entitled to seek specific performance and other equitable remedies in addition or in lieu of monetary damages in the event of any such breach by the Applicant. In the event of any dispute or default hereunder, the losing or defaulting party shall reimburse the prevailing party for its costs and expenses, including without limitation court costs and attorney's fees.

Cooperation. The Applicant hereby agrees to continue to work cooperatively with the Town on an ongoing basis to implement both the specific provisions and the intent and purposes of this Agreement.

Time is of the Essence. Time shall be of the essence of this Agreement.

Permitting. The execution and delivery of this Agreement does not constitute an agreement by the Town that any necessary permit or approval for the Project will in fact be granted. Any provision of this Agreement will be incorporated into, and made a condition of, any permit or approval granted by the Town. If for any reason this Agreement is not incorporated into the special permit granted by the Zoning Board of Appeals, this Agreement shall be recorded by the Applicant (or satisfactory evidence hereof if the Agreement itself is not accepted for recording at the Middlesex South Registry of Deeds). At the time of any such recording the Applicant shall take all steps necessary (in the Town's discretion) to ensure that this Agreement will have priority from a title perspective over any outstanding monetary liens on the Property.

Amendment of Agreement. This Agreement may not be amended, modified or terminated except by a written instrument executed by the Applicant and by or on behalf of a majority of the Board of Selectmen. It is the responsibility of the Applicant to request any modification of the special permit that may be required due to such a modification.

Enforcement; No Waiver. The failure of the Town to enforce this Agreement shall not be deemed a waiver of the Town's right to do so thereafter. If any provision of this Agreement or its applicability to any person or circumstances shall be held invalid, the remainder thereof, or the application to other persons shall not be affected.

Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Applicable Law. This Agreement shall be governed by and according to the laws of the Commonwealth of Massachusetts, as amended from time to time. Any action brought by the Town hereunder may be brought in the Superior Court in and for the County of Middlesex, and the Applicant hereby agrees to the jurisdiction of such court.

For title reference, see Deed of The Dana Home of Lexington, Inc. dated May 19, 2011, and recorded with Middlesex South Registry of Deeds in Book 56880, Page 171 (covering 2027 Massachusetts Ave.), and also Deed of The Dana Home of Lexington, Inc. dated _____, 2012, recorded with said Deeds in Book _____, Page _____ (covering 2013 Massachusetts Ave.).

PROPERTY ADDRESS: 2027 and 2013 Massachusetts Ave., Lexington, Massachusetts.

Signatures on following page

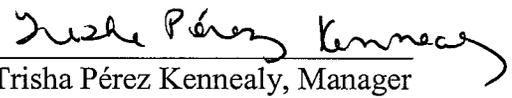
Memorandum of Understanding between AB Holdings, LLC
and the Town of Lexington, Massachusetts
May 9, 2012
Signature Page

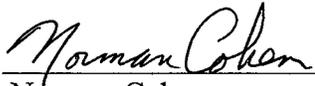
Executed as a sealed instrument as of the date first above written.

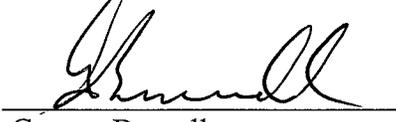
Town of Lexington
Board of Selectmen

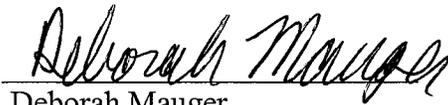
AB Holdings, LLC

By: 
Hank Manz

By:  Manager
Trisha Pérez Kennealy, Manager


Norman Cohen


George Burnell

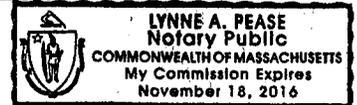

Deborah Mauger

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 9th day of May, 2012, before me, the undersigned notary public, personally appeared Hank Manz, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose. as a Selectman of the Town of Lexington.

Lynne A. Pease
Lynne A. Pease, Notary Public
My commission expires:

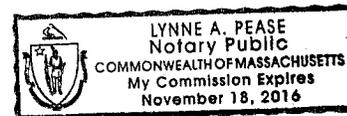


THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 9th day of May, 2012, before me, the undersigned notary public, personally appeared Trisha Pérez Kennealy, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. as Manager of AB Holdings, LLC.

Lynne A. Pease
Lynne A. Pease, Notary Public
My commission expires:



AGENDA ITEM SUMMARY

LEXINGTON SELECT BOARD MEETING

AGENDA ITEM TITLE:

Review and Approve Revised Noise Advisory Committee Charge

PRESENTER:

Board Discussion

ITEM NUMBER:

I.6

SUMMARY:

Category: Decision-Making

At the January 17, 2024 Select Board meeting, the Board reviewed a draft revised charge for the Noise Committee which included the following objectives:

- Expanding membership to 5-7 members
- Setting an explicit quorum
- Clarify advisory role and relationship with other bodies and staff
- Outline desired skill sets
- Identify balance of resident protection and consideration of desirable noise producing activities

As a follow up to the suggestions made at that meeting, attached in tonight's meeting packet is the updated proposed Noise Committee Charge for the Board's review and approval.

SUGGESTED MOTION:

Move to approve the revised Noise Committee Charge as proposed.

FOLLOW-UP:

Select Board Office

DATE AND APPROXIMATE TIME ON AGENDA:

2/26/2024

8:40pm

ATTACHMENTS:

Description	Type
☐ proposed-charge	Backup Material
☐ proposed-charge-redline	Backup Material

**NOISE ADVISORY COMMITTEE
DRAFT PROPOSED CHARGE 2/19/2024**

Members:	5-7
Quorum:	a majority of the members then in office but at least 3
Appointed By:	Select Board
Length of A Member's Term:	3 years, staggered
Appointments Made:	September 30
Meeting Times:	As Posted

Description: The Noise Advisory Committee shall advise the Select Board on issues related to the noise bylaw. The Committee is charged with annually reviewing the entire noise bylaw, monitoring its efficacy and suggesting updates to the noise bylaw and the regulatory process that would establish and maintain effective means of protecting residents from excessive or unwarranted noise throughout the community; recommend amendments to the bylaws and regulations and, if required, propose appropriations so that the noise bylaw and the related set of regulations can be effectively implemented and administered.

The Noise Advisory Committee shall work closely with other Town committees and Town departments when activities in their purview are negatively affected by noise or create noise experienced by residents. The Committee shall also coordinate as appropriate with intergovernmental groups from the towns adjoining Hanscom Field on noise-related issues including the Hanscom Area Towns Committee and Hanscom Field Advisory Commission. The Committee may participate with regional groups seeking to acquire expertise that is broadly applicable across municipalities addressing noise-related issues.

The Noise Advisory Committee shall review and analyze on a quarterly basis all recorded complaints concerning disturbing noise, and report to the Select Board areas of concern. The Committee may recommend improvements to the Select Board in how complaints are reported and recorded and made available for internal and public review.

The Noise Advisory Committee will coordinate with Town departments responsible for enforcing noise bylaw regulations to identify challenges in enforcement with bylaw language and to obtain feedback on any suggested changes to the bylaw in terms of enforceability.

Desired Skill Sets for the Committee as a Whole:

- **Public Health:** The Committee will acquire expertise in public health aspects of noise to assure that the noise bylaw contains effective means of protecting residents from excessive or unwarranted noise that are in keeping with established research on the effects of noise.
- **Construction and Noise Mitigation:** The Committee will acquire expertise in construction or other noise mitigation methodologies to assure that the noise bylaw contains implementation guidance which balances the rights of residents to not be unduly disturbed by noise with the rights of property owners to improve their land with new construction.

- Noise Perception and Measurement: The Committee acquire expertise in noise perception measurement to assure that the noise bylaw aligns with up-to-date and feasible methodologies for testing and documenting noise levels.
- Legal Considerations: The Committee will acquire expertise in legally effective noise bylaw language, state and federal laws to which the bylaw must conform, and bylaw language that might inadvertently make the Town vulnerable to legal action.

Criteria for Membership: The Noise Advisory Committee will include five to seven members considering both needed expertise and the ability to represent and protect the health, safety, welfare and quality of life of residents who experience excessive or unwarranted noise and those who create excessive or unwarranted noise in the process of otherwise valued activities. Non-voting liaisons from the Select Board, the Board of Health and the Planning Board or their designees are invited to participate.

Ref.: Revised charge adopted by the Selectmen on January 12, 2004.
Board of Selectmen voted to designate as Special Municipal Employees on 1/18/06.
Revised charge adopted by the Selectmen on December 21, 2011.
Revised charge adopted by the Selectmen on January 23, 2012, revising membership to 5.
Revised charge adopted by Select Board on XXXX 2024

NOISE ADVISORY COMMITTEE
DRAFT PROPOSED CHARGE ~~1/12/19~~/2024

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Quorum:	a majority of the members then in office but at least 3
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The Noise Advisory Committee shall review and analyze on a quarterly basis all recorded complaints concerning disturbing noise, and report to the Select Board areas of concern. The Committee may recommend improvements to the Select Board in how complaints are ~~captured~~ reported and recorded and made available for internal and public review.

The Noise Advisory Committee will coordinate with Town departments responsible for enforcing noise bylaw regulations to identify challenges in enforcement with bylaw language and to obtain feedback on any suggested changes to the bylaw in terms of enforceability.

Desired ~~Member~~ Skill Sets for the Committee as a Whole:

- Public Health: The ~~Noise Advisory~~ Committee will ~~include members with or otherwise~~ acquire expertise in public health aspects of noise to assure that the noise bylaw contains effective means of protecting residents from excessive or unwarranted noise ~~noise limits~~ that are in keeping with established research on the effects of noise.

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- Noise Perception and Measurement: The Committee ~~will include members with or otherwise~~ acquire expertise in noise perception measurement to assure that the noise bylaw aligns with up-to-date and feasible methodologies for testing and documenting noise levels.
- Legal Considerations: The Committee will ~~include members with or otherwise~~ acquire expertise in legally effective considerations of noise bylaw language, ~~such as~~ state and federal laws to which the bylaw must conform; ~~or, and~~ bylaw language that might inadvertently make the Town vulnerable to legal action.

Criteria for Membership: The Noise Advisory Committee will include five to seven members at large ~~which should consider~~ing both needed expertise and the ability to represent and protect the health, safety, welfare and quality of life ~~the needs~~ of residents who experience excessive or unwarranted disturbing noise ~~or and those~~ who create excessive or unwarranted disturbing noise in the process of ~~an~~ otherwise valued activities. Non-voting Liaisons from the Select Board, the Board of Health (~~the Chamber of Commerce?~~) and the Planning Board or their designees should also ~~are~~ invited to participate.

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