

PACKET

OCTOBER 15

2018



LOUISE L. E. MILLER
TOWN ADMINISTRATOR
TEL. (508) 358-7755
www.wayland.ma.us

TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

BOARD OF SELECTMEN

LEA T. ANDERSON
MARY M. ANTES
LOUIS M. JURIST
CHERRY C. KARLSON
DOUGLAS A. LEVINE

BOARD OF SELECTMEN
Monday, October 15, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

Proposed Agenda

Note: Items may not be discussed in the order listed or at the specific time estimated. Times are approximate. The meeting likely will be broadcast and videotaped for later broadcast by WayCAM.

- 7:00 pm 1. Call to order by Chair
- Review of agenda for the public
- 7:03 pm 2. Announcements and public comment
- 7:05 pm 3. Liquor License: Hearing for Testa Restaurant Group, LLC, d/b/a/ as Giacomo's Wayland regarding their request for an All-alcoholic Liquor License and an Entertainment License for their 14 Elissa Avenue premises
- 7:20 pm 4. FY 20 Budget Update
- Capital recommendations
- 7:35 pm 5. Special Town Meeting Articles:
- Discuss and vote to insert and/or take a position, if appropriate
 - Discuss and vote order of articles
- 7:50 pm 6. Special Act Working Session:
- Review feedback from boards and committees
 - Discuss next steps

BOARD OF SELECTMEN
Monday, October 15, 2018
7:00 p.m.
Selectmen's Meeting Room
41 Cochituate Road

Proposed Agenda – Page Two

- 8:50 pm 7. Town Administrator's Report
1. Correspondence
 2. Draft of letter to Raytheon
 3. Rivers Edge Update
 4. Marijuana Ballot Question
 5. Proposed Cell Tower Lease in Wayland, MA
- 8:55 pm 8. Minutes: (none)
- 9:00 pm 9. Consent Calendar: Review and vote to approve (see separate sheet)
- 9:05 pm 10. Correspondence Review
- 9:10 pm 11. Selectmen's reports and concerns
- 9:15 pm 12. Topics not reasonably anticipated by the Chair 48 hours in advance of the meeting, if any
- 9:20 pm 13. Adjourn

FletcherTilton_{PC}

Attorneys at law

VIA HAND DELIVERY

September 12, 2018

Teri Hegarty, Executive Assistant
Board of Selectmen
Wayland Town Building
41 Cochituate Road
Wayland, MA 01778

Re: Liquor License Application
Testa Restaurant Group, LLC
14 Elissa Avenue, Wayland, MA

Dear Teri:

This office represents Testa Restaurant Group, LLC (hereinafter, the “Applicant” or the “Company”) d/b/a Giacomo’s Wayland in connection with its Application for a Retail All Alcohol Liquor License and Entertainment License as it relates to certain property located at 14 Elissa Avenue, Wayland, Massachusetts (the “Premises”).

In connection with the Applicant’s request for a new Retail All Alcohol Liquor License and Entertainment License, enclosed herewith please find the following:

1. \$50.00 Fee made payable to the Town of Wayland;
2. \$200.00 Fee made payable to the Alcoholic Beverages Control Commission;
3. Entertainment License Application;
4. Monetary Transmittal Form;
5. Retail Application;
6. Beneficial Interest Forms (J. Testa and J. Taglieri);
7. CORI Authorization Form (J. Testa and J. Taglieri);
8. Proof of Citizenship;
9. Vote of Corporate Board;
10. Business Structure Documents;
11. Lease Agreement;
12. License Agreement;
13. Promissory Note;
14. Certified Abutter’s List; and
15. Floor Plan.

{Client Files/46936/0001/02130989.DOCX }

FletcherTilton.com

WORCESTER | FRAMINGHAM | BOSTON | PROVIDENCE | CAPE COD

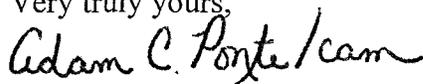
Fletcher Tilton ^{PC}
Attorneys at law

Teri Hegarty, Executive Assistant
Board of Selectmen
September 12, 2018
Page 2

We request consideration of this application at the next hearing of the Licensing Board.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Adam C. Ponte, Esq.
Fletcher Tilton PC
12 Post Office Square, 6th Floor
Boston, MA 02109
Direct Telephone: (617) 336-2280
Direct Facsimile: (617) 336-4480
Email: aponte@fletcherilton.com

Enclosures
ACP/aer

cc: John E. Testa (w/enclosures)

NOTES

RECEIPT

DATE Sept. 12, 2018 NO. 698490

RECEIVED FROM Fletcher Tilton PC

ADDRESS 370 main St, Worcester, MA

\$ 50.00

FOR Entertainment License for

Testa Restaurant

Group LLC

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		<input checked="" type="checkbox"/> CHECK	<u>#139655</u>
BALANCE DUE		MONEY ORDER	

BY Jan Hegarty

09/11/2018

VENDOR #: 2422

Town of Wayland

FLETCHER TILTON PC

CHECK NO.: 139655

DATE	INVOICE NUMBER	DESCRIPTION	MATTER #	AMOUNT
09-11-2018	239332-mmp	Testa Restaurant Group, LLC License Application	46936.0001	50.00
			TOTAL:	50.00

FLETCHER TILTON PC
 370 MAIN STREET
 WORCESTER, MASSACHUSETTS 01608
 TAX ID: 04-2628601

TD BANK
 WORCESTER, MA
 53-7054-2113

CHECK NO.: 139655

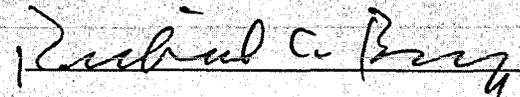
09/11/2018

CHECK AMOUNT
\$50.00

PAY FIFTY AND 00/100 USD

TO THE ORDER OF
 Town of Wayland

VOID AFTER 90 DAYS



⑈ 139655 ⑈ ⑆ 211370545⑆ 8240403662⑈



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc*

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Congratulations on your decision to begin the application process for a retail alcoholic beverages license, either for on-premises consumption under M.G.L. c. 138, § 12 (a restaurant, tavern, general-on-premises, club, hotel, war veterans' club, or continuing care retirement community), or for off-premises consumption under M.G.L. c. 138, § 15 (a package store). Below you will find a step-by-step explanation of the application process. **Please read this entire page before you apply for a license as it provides critical information on the license approval process.**

The ABCC urges you to reach out to the Local Licensing Authority ("LLA") in the city or town in which you are applying for a license **before applying for a retail license.** While state law requires you to submit certain documents, your LLA may have other documents and/or fees required of you before it will consider your application, and failure to contact them before you apply for a license may delay the consideration of your application.

The granting of a retail license involves a three-step process under M.G.L. c. 138, §§ 15A & 16B:

1. Step One is the granting of an application by the LLA;
2. Step Two is approval by the ABCC;
3. Step Three is the issuance of the retail license by the LLA.

Each step has certain legal requirements:

Step One. In Step One, when you submit your application with the LLA, the LLA is required by law to note the date and hour your application is filed with it. Then, they must publish an advertisement noticing a public hearing on your application, if their regulations require, within 10 days of your application being filed. Then, no sooner than 10 days after advertising the hearing, the hearing will be held. The LLA must act on an application within 30 days of it being filed.

If the LLA grants the license, the application shall be forwarded to the ABCC no later than 3 days following such approval.

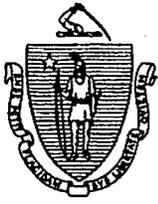
Step Two. In Step Two, when the ABCC receives an application that has been approved by the LLA, an investigator will be assigned. The investigator will investigate the proposed licensed premises, if required, as well as the proposed applicant and the source(s) of financing for the transaction. Parties to an application must respond promptly to investigators' inquiries. **Failure to do so will result in a delay of the approval and may result in a denial of the application.**

When the ABCC receives an application for a transfer of license it is immediately forwarded to the Department of Revenue ("DOR") and the Division of Unemployment Assistance ("DUA"). Both agencies will research the issue of any outstanding tax obligations of both the buyer and the seller for all types of taxes, including sales, meals, withholding, corporate excise, room occupancy, personal income taxes, unemployment insurance, and employer fair share contributions. The ABCC will not approve a license transfer until DOR and DUA attest that the parties have no outstanding tax liabilities to the Commonwealth. The parties are responsible for resolving all tax questions.

Step Three. Once the LLA receives the ABCC's approval of an application, it must issue the license within 7 days.

It is important to know that an applicant for an alcoholic beverages license may not operate a licensed premise until all three steps have taken place and the LLA has actually issued the license.

If the application is for a transfer of the license, the license seller (the current licensee) is still legally liable and responsible for the operation of the premises until the third step of the approval process is completed. **An applicant who operates licensed premises before all three steps have taken place may create serious ramifications for both the buyer and the seller.** Operation without a license may be considered evidence of that applicant's unfitness for a license. It may also lead to revocation of an existing license. In certain circumstances, it opens both the buyer and the seller to possible criminal liability.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

The following documentation is required as a part of your retail license application.

ABCC investigators reserve the right to request additional documents as a part of their investigation.

- Monetary Transmittal Form with \$200 fee**
You can **PAY ONLINE** or include a \$200 check made out to the ABCC
- Retail Application (this packet)**
- Beneficial Interest - Individual Form**
For any individual with direct or indirect interest in the proposed licensee
- Beneficial Interest - Organization Form**
For any organization with direct or indirect interest in the proposed licensee
- CORI Authorization Form**
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp*
- Proof of Citizenship for proposed manager of record**
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- Vote of the Corporate Board**
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- Business Structure Documents**
If Proposed Licensee is applying as:
 - A Corporation or LLC - Articles of Organization from the Secretary of the Commonwealth
 - A Partnership - Partnership Agreement
 - Sole Proprietor - Business Certificate
- Purchase and Sale Documentation**
Required if this application is for the transfer of an existing retail alcoholic beverages license
- Supporting Financial Documents**
Documentation supporting any loans or financing, including pledge documents, if applicable
- Floor Plan**
Detailed Floor Plan showing square footage, entrances and exits and rooms
- Lease**
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- Additional Documents Required by the Local Licensing Authority**

* Excludes Officers and Directors of Non-Profit Clubs



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?

If transferring, by what method is the license being transferred?

Yes No Chapter Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town	<input type="text" value="Wayland"/>	On/Off-Premises	<input type="text" value="On-Premises"/>
TYPE	<input type="text" value="\$12 Restaurant"/>	CATEGORY	<input type="text" value="All Alcoholic Beverages"/>
		CLASS	<input type="text" value="Annual"/>

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

5. OWNERSHIP

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a **direct beneficial interest** in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an **indirect beneficial interest** if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a **Beneficial Interest Contact - Individual** form.
- B. All entities listed below are required to complete a **Beneficial Interest Contact - Organization** form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a **COR1 Release Form**.

Name	Title / Position	% Owned	Other Beneficial Interest
John E. Testa	LLC Member	100%	N/A
John A. Taglieri	Contractual	0%	Entitled to a % Gross Sales

For additional space, please use next page

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)			
Name	Title / Position	% Owned	Other Beneficial Interest
BOS RETAIL 1, LLC	Landlord	0%	Entitled to a % of Gross Sales

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, 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.

Floor Number	Square Footage	Number of Rooms	Patio/Deck/Outdoor Area Total Square Footage
1	3,259	1	<input type="text" value="150"/>
			Indoor Area Total Square Footage <input type="text" value="3259"/>
			Number of Entrances <input type="text" value="2"/>
			Number of Exits <input type="text" value="4"/>
			Proposed Seating Capacity <input type="text" value="101"/>
			Proposed Occupancy <input type="text" value="121"/>

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

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.

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	TESTA RESTAURANT GROUP, LLC	FEIN:	83-1649976
DBA:	Giacomo's Restaurant Wayland	Fax Number:	
Primary Phone:	TBD	Email:	jjktesta@comcast.net
Alternative Phone:	617-877-8214	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number:	15	Street Name:	Ordway Lane
City/Town:	Kingston	State:	NH
Zip Code:	03848	Country:	USA

Mailing Address Check here if your Mailing Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation? <input checked="" type="radio"/> Yes <input type="radio"/> No	If no, is the Entity registered to do business in Massachusetts? <input checked="" type="radio"/> Yes <input type="radio"/> No If no, state of incorporation <input style="width:100%;" type="text"/>
--	--

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
N/A				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

Have you ever been convicted of a state, federal, or military crime? Yes No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? Yes No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

- Officer Sole Proprietor
- Stockholder LLC Manager
- LLC Member Director
- Partner Landlord
- Contractual Revenue Sharing
- Management Agreement Other

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
2016-2018	Regional Manager	Boston Market	14103 Denver West Pkwy, Golden, CO	303-278-9500
1998-2016	General Manager to VP of	Bertucci's Italian Restaurant	155 Otis Street, Northborough, MA	508-351-2500

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
8/20/15	Bertucci's Italian Restaurant	MA	Wayland	Service to Minor - Met with Town as the Regional Director at the time of the violation. Location was not under my direct report.

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	\$150,000.00
D. Purchase Price of Inventory	
E. Initial Start-Up Costs	\$75,000.00
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	\$225,000.00

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
BOS RETAIL 1, LLC	\$85,000.00
Total:	\$85,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
John A. Taglieri	\$150,000	Yes	
Total:	\$150,000.00		

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply)

- License Stock / Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

5. Ownership

John A. Taglieri's indirect beneficial interest derives from a loan to the Licensee in the amount of \$150,000.00 and a License Agreement by and between John A. Taglieri and the Licensee whereby John A. Taglieri is entitled to 5% of the Gross Sales of Licensee in exchange for the right to use John A. Taglieri's trademark in the name "Giacomo's". A copy of the signed License Agreement is enclosed herewith.

BOS RETAIL 1, LLC's indirect beneficial interest derives from the Lease Agreement by and between BOS RETAIL 1, LLC as Landlord and Licensee as Tenant. Landlord is entitled to 6% of Gross Sales above a certain break even point as reflected in the Lease Agreement enclosed herewith.

APPLICANT'S STATEMENT

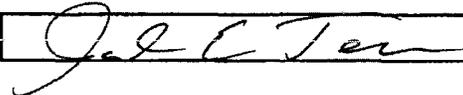
I, John E. Testa the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of TESTA RESTAURANT GROUP, LLC, hereby submit this application for a new all alcohol retail beverage license
Name of the Entity/Corporation Transaction(s) you are applying for

(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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature: 

Date: 9/11/18

Title: Manager and Member



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number

Wayland
City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

<input checked="" type="checkbox"/> New License	<input type="checkbox"/> Change Corporate Name	<input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)	<input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)
<input type="checkbox"/> Transfer of License	<input type="checkbox"/> Change of DBA	<input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)	<input type="checkbox"/> Change of Hours
<input type="checkbox"/> Change of Manager	<input type="checkbox"/> Alteration of Licensed Premises	<input type="checkbox"/> Change of License Type (i.e. club / restaurant)	<input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder
<input type="checkbox"/> Change of Beneficial Interest	<input type="checkbox"/> Change of Location	<input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)	<input type="checkbox"/> Management/Operating Agreement

APPLICANT INFORMATION

Name of Licensee: TESTA RESTAURANT GROUP, LLC D/B/A: Giacomo's Restaurant Wayland

ADDRESS: 14 Elissa Avenue CITY/TOWN: Wayland STATE: MA ZIP CODE: 01778

Manager: John E. Testa

Granted under Special Legislation? Yes No

If Yes, Chapter _____ of the Acts of (year) _____

\$12 Restaurant Annual All Alcoholic Beverages

Type (i.e. restaurant, package store) Class (Annual or Seasonal) Category (i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority: _____

Please indicate what days and hours the licensee will sell alcohol: 11AM-10PM - Mon.-Thurs.
11AM-11PM - Fri.-Sat.
10AM - 10PM Sun.

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol):

Changes to the Premises Description	Indoor Area Total Square Footage	<input type="checkbox"/>	Floor Number	Square Footage	Number of Rooms
Patio/Deck/Outdoor Area Total Square Footage	Number of Entrances	<input type="checkbox"/>			
Seating Capacity	Number of Exits	<input type="checkbox"/>			

Abutters Notified: Yes No Date of Abutter Notification: _____ Date of Advertisement: _____

Please add any additional remarks or conditions here: _____

Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Date APPROVED by LLA

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title:

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

--

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
N/A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Hanover Corp.	\$12 On Premises	00413-RS-0116	355 Hanover Street, Boston, MA
Columbus Corp.	\$12 On Premises	01187-RS-0116	431 Columbus Avenue, Boston, MA
Bananaland Inc.	\$12 On Premises	00023-RS-0686	454 Main Street, Melrose, MA
SJJ Corp.	\$12 On Premises	01459-RS-0116	326 Hanover Street, Boston, MA

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
N/A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
	None			

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title: [REDACTED]

Primary Phone:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input checked="" type="checkbox"/> LLC Manager |
| <input checked="" type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct or indirect interest in the proposed licensee? Direct Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

100%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
N/A			

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
N/A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
8/20/2015	Bertuccis Italian Restaurant	MA	Wayland	Service of a minor - I met with the Town as the Regional Director of Beer at the time of the violation. The location was not under my direct report



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
 LICENSING AUTHORITY.**

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

(PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR
 INDIVIDUAL)

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 239 CAUSEWAY STREET
 BOSTON, MA 02241-3396**



TOWN OF WAYLAND

41 COCHITUATE ROAD
WAYLAND, MASSACHUSETTS 01778

TEL (508) 358-7755
www.wayland.ma.us

APPLICATION FOR ENTERTAINMENT LICENSE

Please return this completed form with a check for \$50.00 made payable to the Town of Wayland to:

BOARD OF SELECTMEN
Wayland Town Building
41 Cochituate Road
Wayland MA 01778

If you have any questions, please call Teri Hegarty, Executive Assistant, Board of Selectmen, at 508-358-3621.

LICENSEE:	TESTA RESTAURANT GROUP, LLC
ADDRESS:	14 Elissa Avenue, Wayland, MA
MANAGER:	John E. Testa
TELEPHONE:	[REDACTED]
CONTACT NAME AND ADDRESS:	
FEDERAL ID or SOCIAL SECURITY NUMBER:	
DESCRIPTION:	See attached sheet.

Signature of Principal:

Application for Entertainment License
Description of Entertainment

Applicant: TESTA RESTAURANT GROUP, LLC

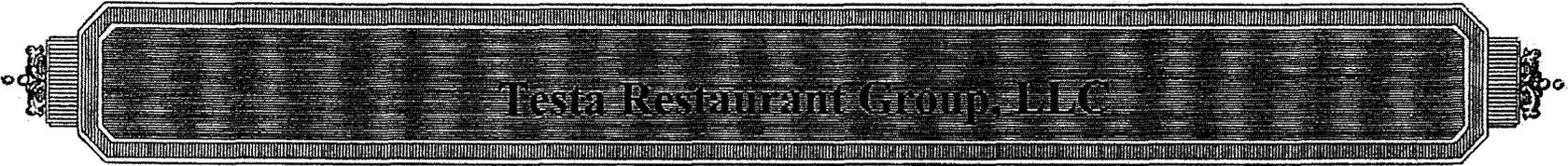
Description of Entertainment: Applicant is seeking an entertainment license for its new restaurant d/b/a Giacomo's Wayland. The proposed entertainment includes: radio, audio device (Ipod, CD player etc.), TV monitors, and live music. The proposed hours for entertainment are: 11 AM-10 PM – Monday – Thursday, 11 AM – 11 PM – Friday – Saturday and 10 AM – 10 PM on Sunday.

NUMBER

Commonwealth of Massachusetts

UNITS

100



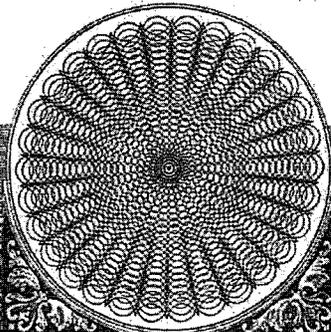
Testa Restaurant Group, LLC

MEMBERSHIP CERTIFICATE

This Certifies that John Testa
 is a member of the above named Limited Liability Company and is entitled to the full benefits
 and privileges of such membership, subject to the duties and obligations, as more fully set forth in
 the Limited Liability Company Operating Agreement.

In Witness Whereof, the Limited Liability Company has caused this Certificate to be executed
 by its duly authorized members this 21st day of August 2018
 and its Limited Liability Company seal to be hereunto affixed.

John E. Testa
 Manager



FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

unto _____ the Membership Interest represented by the within

Certificate, and does hereby irrevocably constitute and appoint _____
Attorney to transfer the said Membership Interest on the books of the within-named Limited Liability
Company with full power of substitution in the premises.

Dated, 9/11/2018
In presence of _____

Jul E Testa
(Member)

(Member)

Membership Certificate Receipt

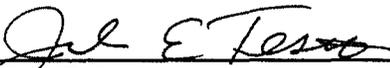
The undersigned, John Testa, does hereby acknowledge receipt of Certificate Number 1 dated, August 21, 2018, representing One Hundred (100) shares of the Membership Interests of Testa Restaurant Group, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Receipt as of the date set forth below.

Type: Membership Interests

Certificate Number: 1

Number of Shares: 100


Name: John Testa

Date: 9/11/18



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:		CITY/TOWN:	
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APPLICANT INFORMATION

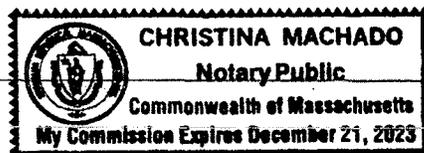
LAST NAME:	TAGLIERI	FIRST NAME:	JOHN	MIDDLE NAME:	ANTHONY
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:		(IF APPLICABLE):	
[REDACTED]		STATE LIC. ISSUED:		Alabama MASS	
GENDER:	M	HEIGHT:	[REDACTED]		
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MASS	ZIP:	01908
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:	[REDACTED]	STATE:	MA	ZIP:	02113

PRINT AND SIGN

PRINTED NAME:	John Taglieri	APPLICANT/EMPLOYEE SIGNATURE:	John Taglieri
---------------	---------------	-------------------------------	---------------

NOTARY INFORMATION

On this 5th of September 2018 before me, the undersigned notary public, personally appeared John Taglieri
(name of document signer), proved to me through satisfactory evidence of identification, which were made
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Christina L Machado
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	SIGNATURE OF COM-ADJUTANT TO EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	<input type="text"/>	LICENSEE NAME:	<input type="text"/>	CITY/TOWN:	<input type="text"/>
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APPLICANT INFORMATION

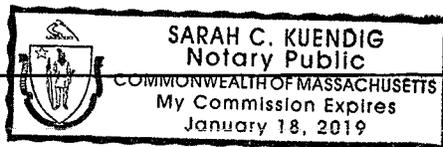
LAST NAME:	<input type="text" value="Testa"/>	FIRST NAME:	<input type="text" value="John"/>	MIDDLE NAME:	<input type="text" value="E"/>
MAIDEN NAME OR ALIAS (IF APPLICABLE):	<input type="text"/>	PLACE OF BIRTH:	<input type="text" value="Boston, Massachusetts"/>		
<input type="checkbox"/>	<input type="text"/>	ID THEFT INDEX PIN (IF APPLICABLE):	<input type="text"/>		
<input type="checkbox"/>	<input type="text"/>	LIC. ISSUED:	<input type="text" value="New Hampshire"/>		
GENDER:	<input type="text" value="MALE"/>	<input type="text"/>			
CURRENT ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text" value="NH"/>	ZIP:	<input type="text" value="03848"/>
FORMER ADDRESS:	<input type="text"/>				
CITY/TOWN:	<input type="text"/>	STATE:	<input type="text" value="MA"/>	ZIP:	<input type="text" value="02151"/>

PRINT AND SIGN

PRINTED NAME:	<input type="text" value="John E. Testa"/>	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--	-------------------------------	--

NOTARY INFORMATION

On this before me, the undersigned notary public, personally appeared (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

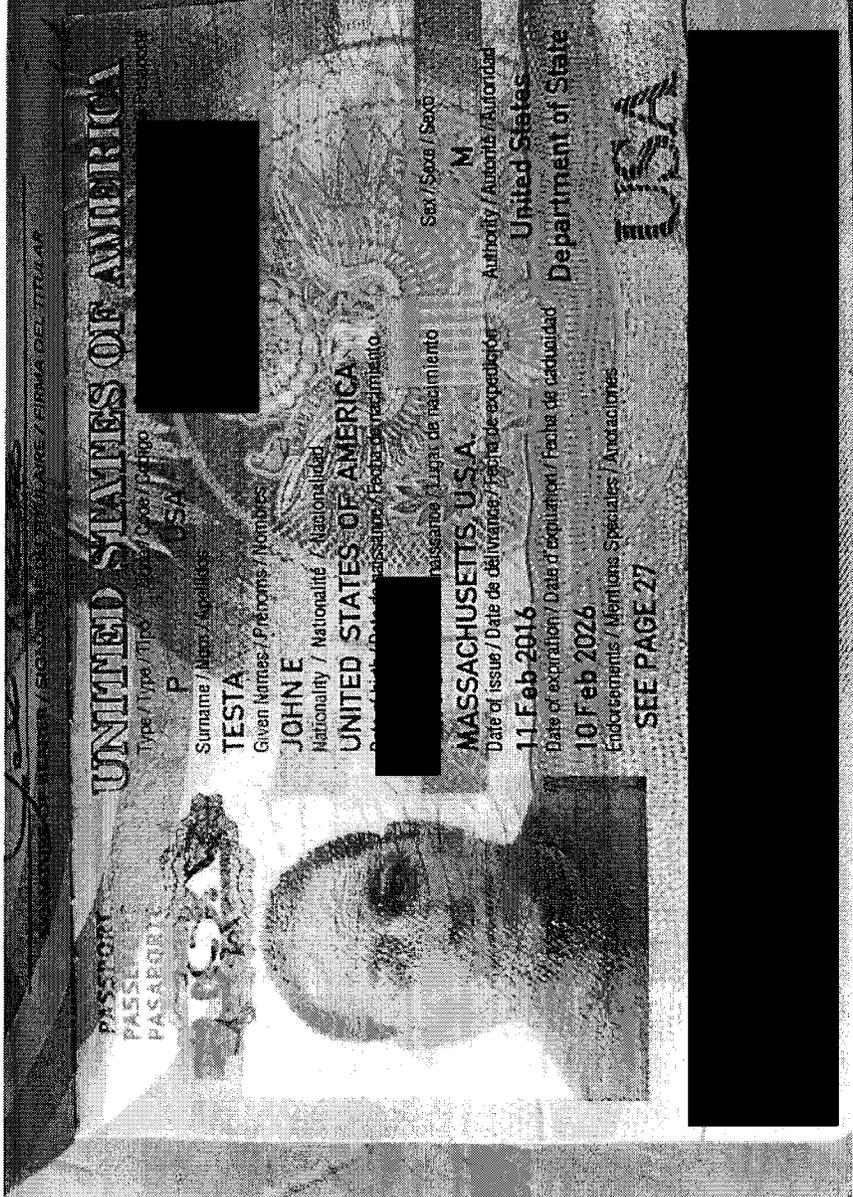


NOTARY

DIVISION USE ONLY

REQUESTED BY:	<input type="text"/>
	<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4514.



PASSPORT
PASS
PASAPORTE

UNITED STATES OF AMERICA

Type / Tipo / Type / Catégorie / Tipo
P
USA

Surname / Apellido / Nom / Nom
TESTA

Given Names / Pre-noms / Nombres
JOHN E

Nationality / Nacionalidad / Nacionalidad
UNITED STATES OF AMERICA

Date of issue / Fecha de expedición / Fecha de expedición
[Redacted]

Date of expiration / Fecha de caducidad / Fecha de caducidad
11 Feb 2016

Sex / Sexo / Sexo
M

Authority / Autoridad / Autoridad
United States
Department of State

Endorsements / Acreditaciones / Acreditaciones
SEE PAGE 27

USA

TESTA RESTAURANT GROUP, LLC

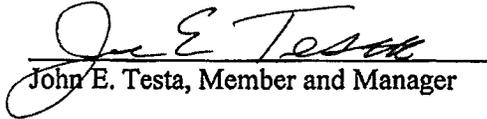
CONSENT OF MEMBERS AND MANAGER

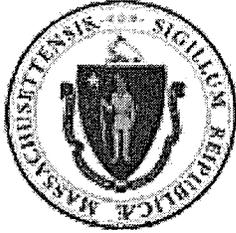
The undersigned, being the Members and Managers of TESTA RESTAURANT GROUP, LLC (the "Company"), pursuant to the provisions of M.G.L. c. 156D and the Operating Agreement of the Company, hereby authorize and consent to the following actions and adopt the following votes which shall be treated for all purposes as votes unanimously adopted at a special meeting of the Members and Managers:

- RESOLVED:** That the Company apply for and obtain an All Alcoholic Beverage Restaurant License for and in connection with the operation of a restaurant located at 14 Elissa Avenue, Wayland, Massachusetts.
- RESOLVED:** That John E. Testa, as Manager of the Company be and hereby is authorized to execute and file for and on behalf of the Company any and all applications and other documentation with the appropriate authorities in regard to said All Alcoholic Beverage Restaurant License, including without limitation, an Application for Alcoholic Beverage License with the License Commission for the Town of Wayland, Massachusetts, as local licensing authorities under Massachusetts General Laws Chapter 138, and to the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts, and that he is further authorized to take such other and further action as he deems necessary for and on behalf of the Company in connection with the foregoing votes.
- RESOLVED:** That the Company borrow from John A. Taglieri ("Lender"), the sum of \$150,000.00 upon such terms and conditions as the Manager, shall approve and that the Company issue and deliver to the Lender its Promissory Note in the principal amount of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars.
- RESOLVED:** That John E. Testa is hereby appointed Manager of the restaurant and is authorized to act in said capacity as Manager for the Company.
- RESOLVED:** That the Manager of the Company is authorized in the name and on behalf of the Company to execute and deliver those agreements, instruments and documents referred to in the foregoing resolutions, with such changes therein as the officer or officers so acting may deem necessary or desirable, together with such agreements, instruments and documents related thereto as any such officer or officers may deem necessary or desirable, the execution and delivery of any such agreement, instrument or document or the taking of any such action by an officer or officers of this Company being conclusive evidence that the same is authorized hereby.

This writing shall be filed with the records of the meetings of the Members and Manager of the Company and shall be treated for all purposes as resolutions taken at separate meetings thereof.

Dated: September 11, 2018


John E. Testa, Member and Manager



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001342485

1. The exact name of the limited liability company is: TESTA RESTAURANT GROUP, LLC

2a. Location of its principal office:

No. and Street: 15 ORDWAY LANE
 City or Town: KINGSTON State: NH Zip: 03848 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 14 ELISSA AVENUE
 City or Town: WAYLAND State: MA Zip: 01778 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

TO OWN AND OPERATE A RESTAURANT BUSINESS AND ANY AND ALL ACTIVITIES RELATED THERETO; AND TO CARRY ON ANY LAWFUL BUSINESS, TRADE, PURPOSE OR ACTIVITY PERMITTED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO A LIMITED LIABILITY COMPANY ORGANIZED UNDER GENERAL LAWS, CHAPTER 156C, AS AMENDED FROM TIME TO TIME.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN TESTA
 No. and Street: 14 ELISSA AVENUE
 City or Town: WAYLAND State: MA Zip: 01778 Country: USA

I, JOHN TESTA resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JOHN TESTA	15 ORDWAY LANE KINGSTON, NH 03848 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JOHN TESTA	15 ORDWAY LANE KINGSTON, NH 03848 USA

9. Additional matters:

NO MANAGER OF THE LLC SHALL HAVE ANY PERSONAL LIABILITY TO THE LLC OR ITS MEMBERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A MANAGER NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A MANAGER: (I) FOR ANY BREACH OF THE MANAGER'S DUTY OF LOYALTY TO THE LLC OR ITS MEMBERS; (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW; OR (III) FOR ANY TRANSACTION FROM WHICH THE MANAGER DERIVED AN IMPROPER PERSONAL BENEFIT.

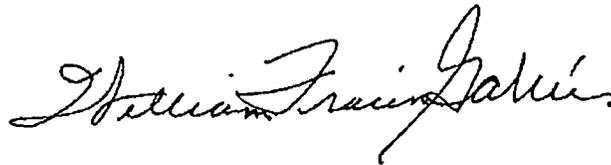
**SIGNED UNDER THE PENALTIES OF PERJURY, this 21 Day of August, 2018,
JOHN TESTA**

(The certificate must be signed by the person forming the LLC.)

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:

August 21, 2018 03:34 PM

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

WAYLAND TOWN CENTER
Wayland, Massachusetts

RETAIL LEASE

BETWEEN

**BOS RETAIL 1, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
("LANDLORD")**

AND

**TESTA RESTAURANT GROUP, LLC,
A MASSACHUSETTS LIMITED LIABILITY COMPANY
D/B/A GIACOMO'S RESTAURANT
("TENANT")**

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EXHIBIT "B" - TENANT WORK LETTER

EXHIBIT "C" - RULES AND REGULATIONS

EXHIBIT "D" - NOTICE OF LEASE DATES

EXHIBIT "E-1" – FORM OF CONSENT TO ASSIGNMENT

EXHIBIT "E-2" – FORM OF CONSENT TO SUBLEASE

EXHIBIT "F" – EXCLUSIVE USE PROVISIONS IN EXISTING TENANT LEASES

EXHIBIT "G" – LIST OF EXISTING KITCHEN EQUIPMENT

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RETAIL LEASE

This Retail Lease (this "Lease") is made and entered into as of August 30, 2018 between BOS RETAIL 1, LLC, a Delaware limited liability company ("Landlord"), and TESTA RESTAURANT GROUP, LLC, a Massachusetts limited liability company d/b/a Giacomo's Restaurant ("Tenant").

1. LEASE OF PREMISES.

In consideration of the Rent (as defined in Section 5.2 below) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown on the floor plan attached hereto as Exhibit "A" and further described in Section 2.1 below. The Premises are located within the Building and Project described in Sections 2.12 and 2.13 below. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees to use the Common Areas (as defined in Section 2.5 below).

2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

2.1. **Premises:** that portion of the Building containing approximately 3,259 square feet of Rentable Area (as hereinafter defined), shown on Exhibit "A" attached hereto and located on the ground floor of the Building and known as Suite 2E-10.

2.2. **Base Rent (initial):** during the Term of the Lease, the Base Rent payable by Tenant for the Premises shall be as set forth in the following schedule:

<u>Years of Term</u>	<u>Annual Base Rent</u>	<u>Monthly Installment of Base Rent</u>	<u>Annual Base Rental Rate per Square Foot of Rentable Area of Premises</u>
1-5	\$87,750.00	\$7,312.50	\$27.00

2.3. **Broker:** Summit Realty Partners, representing Landlord.

2.4. **Commencement Date:** The earlier of (i) the date Tenant commences business operations in the Premises, or (ii) the date that is ninety (90) days after the Delivery Date (as hereinafter defined), as such date shall be extended day for day for each day Tenant is delayed in commencing business operations in the Premises due to the existence of a Non-Compliance Condition (as hereinafter defined). For purposes hereof, the "Delivery Date" shall be the date that Landlord delivers possession of the Premises to Tenant, which Delivery Date is anticipated to occur on or before the date that is seven (7) days after the mutual execution and delivery of this Lease (the "Anticipated Delivery Date").

2.5. **Common Areas:** the building lobbies, common corridors and hallways, restrooms, stairways, elevators (if any) and other generally understood public or common areas designated from time to time by Landlord as common areas appurtenant to or servicing the Building. Landlord shall have the right to change, modify, regulate and/or restrict the use of the Common Areas so long as Tenant's use of the Premises for the Permitted Use (as defined in Section 2.8 below) is not materially and adversely affected.

2.6. **Expiration Date:** The last day of the month which is five (5) years after the Commencement Date, unless otherwise sooner terminated in accordance with the provisions of this Lease.

2.7. **Addresses for Notices and Payment.**

2.7.1 **Landlord's Mailing Address for Payment of Rent:**

BOS Retail 1, LLC (55)
c/o National Development
2310 Washington Street
Newton Lower Falls, MA 02462
Attn: Fei Shen

2.7.2 **Landlord's Mailing Address for Notices:**

BOS Retail 1, LLC
c/o Zurich Alternative Asset Management, LLC
Four World Trade Center
150 Greenwich Street, 52nd Floor
New York, NY 10007
Attn: Asset Manager

with a copy to:

David K. Costello
Property Manager
National Development
101 Station Drive
Westwood, MA 02090

2.7.3 **Tenant's Mailing Address:**
Testa Restaurant Group, LLC



with a copy to:

Adam C. Ponte, Esq.
Fletcher Tilton PC
12 Post Office Square, 6th Floor

Boston, MA 02109
Email: aponte@fletchertilton.com

2.8. **Permitted Use (Article 8):** Operation of an Italian restaurant (not to exceed 101 seats, 81 of which shall be located in the interior of such restaurant, and 20 of which shall be located in the Patio Area [as hereinafter defined]) primarily serving seafood, pizza and/or pasta for on-premises consumption and take-out orders of prepared food and beverage items which are also sold therein for on-premises consumption and which are ready for immediate consumption without further preparation, all consistent with a first-class project; provided, however, the sale of such take-out items shall be only an incidental part of Tenant's business.

2.9. **Building:** the one (1) story retail building of which the Premises are a part (the "**Building**"), containing approximately 105,047 square feet of Rentable Area and located at 14 Elissa Avenue, Wayland, Massachusetts 02110.

2.10. **Project:** the Building is located on Parcel 1 ("**Parcel 1**") of that certain multi-building mixed-use project known as "Wayland Town Center" located in Wayland, Massachusetts, as depicted on Exhibit A-1 attached hereto. The term "**Project**" as used in this Lease, shall mean, collectively: (i) the Building; (ii) the other existing buildings located within Wayland Town Center (collectively, the "**Other Existing Buildings**"); (iii) the surface parking areas servicing the Building and the Other Existing Buildings and located within Wayland Town Center (collectively, the "**Surface Parking Areas**"); (iv) any outside plaza areas, walkways, driveways, courtyards, public and private streets, transportation facilitation areas and other improvements and facilities now or hereafter constructed surrounding and/or servicing the Building and/or the Other Existing Buildings, which are designated from time to time by Landlord as common areas appurtenant to or servicing the Building, the Other Existing Buildings and any such other improvements; (v) any additional buildings, improvements, facilities and common areas which Landlord (and any common area association formed by Landlord, Landlord's predecessor-in-interest and/or Landlord's assignee for the Project) may add thereto from time to time within or as part of the Project; and (vi) the land upon which any of the foregoing are situated. The site plan depicting the current configuration of the Project is set forth in Exhibit A-1 attached hereto.

2.11. **Rentable Area:** as to the Premises, the Building and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project. The parties hereby confirm and stipulate that (i) the Premises contain the square feet of Rentable Area set forth in Section 2.1 above, and (ii) such square footage amount is not subject to adjustment or remeasurement by Landlord or Tenant. Accordingly, there shall be no adjustment in the Base Rent or other amounts set forth in this Lease that are determined based upon the square feet of Rentable Area of the Premises.

2.12. **Security Deposit (Article 7):** \$32,248.00, subject to reduction pursuant to Section 7.2 below.

2.13. **State:** the Commonwealth of Massachusetts.

2.14. **Tenant's Proportionate Share of Operating Expenses and Tax Expenses:** 3.10%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Building.

2.15. **Term:** the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

2.16. **Parking:** Tenant shall have the non-exclusive right to use ten (10) Unreserved Spaces (as defined in Article 33) (i.e., three (3) Unreserved Spaces for every 1,000 rentable square feet of the Premises) and the exclusive right to use three (3) Reserved Spaces (as defined in Article 33) pursuant to and in accordance with Article 33.

2.17. **Percentage Rent Rate (Section 5.5):** Six percent (6%).

3. EXHIBITS AND ADDENDA.

The following exhibits and addenda are incorporated into and made part of this Lease: (i) Exhibit "A" (Floor Plan of the Premises); (ii) Exhibit "A-1" (Site Plan of Project); (iii) Exhibit "B" (Tenant Work Letter); (iv) Exhibit "C" (Rules and Regulations); (v) Exhibit "D" (Notice of Lease Term Dates); (vi) Exhibit "E-1" (Form of Consent to Assignment); (vii) Exhibit "E-2" (Form of Consent to Sublease); (viii) Exhibit "F" (Exclusive Use Provisions in Existing Tenant Leases); (ix) Exhibit "G" (Existing Kitchen Equipment); (x) Exhibit "H" (Location of Directional Signs).

4. CONDITION AND DELIVERY OF PREMISES; TENANT'S TERMINATION RIGHT.

4.1. Condition and Delivery of Premises. Except as expressly set forth in this Lease and in the Tenant Work Letter attached hereto as Exhibit "B", (i) Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises, the Building or the Project, (ii) Landlord has made no representation or warranty regarding the condition of the Premises, the Building or the Project except as expressly set forth herein, and (iii) Tenant shall accept the Premises in its "AS IS" condition on the Delivery Date. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition. If for any reason Landlord does not deliver possession of the Premises to Tenant on the Anticipated Delivery Date or any other date, Landlord shall not be in default hereunder and shall not be subject to any liability for such failure (except as provided in Section 4.2 below). If Landlord permits Tenant to enter into possession of the Premises before the Delivery Date, such possession shall be subject to the provisions of this Lease. Following the Delivery Date, Landlord may deliver to Tenant a Notice of Lease Term Dates in the form set forth in Exhibit "D" attached hereto, which notice Tenant shall execute and return to Landlord within five (5) days after Tenant's receipt thereof. Notwithstanding the foregoing to the contrary, if (A) as of the Delivery Date, the base, shell and core systems and equipment that serve the Premises (including the base, shell and core electrical and HVAC systems and/or Premises HVAC Unit) are not in good order, condition and repair (a "**Non-Compliance Condition**"), and (B) Tenant becomes aware thereof and delivers to Landlord written notice (the "**Non-Compliance Notice**") of such Non-Compliance Condition on or before the date that is sixty (60) days after the Delivery Date

(the "**Non-Compliance Outside Date**"), then Tenant's sole remedy shall be that Landlord shall, at Landlord's sole cost and expense (which shall not be included in Operating Expenses), do that which is necessary to correct such Non-Compliance Condition by bringing such base, shell and core systems and equipment which serve the Premises in good order, condition and repair within a reasonable period of time after Landlord's receipt of the Non-Compliance Notice. If Tenant fails to deliver the Non-Compliance Notice to Landlord on or prior to the Non-Compliance Outside Date, Landlord shall have no obligation to perform the applicable work described hereinabove.

4.2. Abatement for Late Delivery. Notwithstanding Section 4.1 above to the contrary, if (i) Landlord has not delivered possession of the Premises to Tenant by the date that is thirty (30) days after the Anticipated Delivery Date (the "**Outside Delivery Date**"), as such date shall be extended day for day for each day Landlord is delayed in delivering possession of the Premises to Tenant as a result of events of force majeure described in Article 30 below and/or delays due to the acts or omissions of Tenant, and (ii) the Commencement Date has not otherwise occurred pursuant to Section 2.4(i) above, then Landlord shall abate one (1) day of Base Rent for every one (1) day of delay that Landlord fails to deliver possession of the Premises to Tenant beyond the Outside Delivery Date (as so extended). If the Base Rent is abated pursuant to this Section 4.2, then the Term shall be extended by the number of days that Base Rent is so abated. The abatement right afforded to Tenant under this Section 4.2 shall be Tenant's sole and exclusive remedy for Landlord's failure to deliver possession of the Premises to Tenant on or before the Outside Delivery Date, as it may be extended as provided hereinabove.

4.3. Tenant's Termination Right. If Tenant is unable to obtain all of the necessary permits and licenses from all appropriate governmental authorities, which are necessary for the operation of Tenant's Permitted Use within the Premises and Patio Area as contemplated under this Lease and to construct Tenant Improvements, including without limitation an All Alcohol Beverage License (the "**Applicable Permits**") (without commercially unreasonable conditions attached thereto) on or before the date that is ninety (90) days after the date on which the Final Working Drawings become Approved Working Drawings as a result of having been approved by Landlord pursuant to Section 3.4 of the Tenant Work Letter (the "**Delivery Termination Date**"), despite its good faith diligent efforts to obtain such Applicable Permits (including, without limitation, timely submitting the Construction Drawings to Landlord for its approval in accordance with the terms set forth in Section 3.1 of the Tenant Work Letter and applying for Applicable Permits no later than ten (10) days after the date on which the Final Working Drawings become Approved Working Drawings as a result of having been approved by Landlord pursuant to Section 3.4 of the Tenant Work Letter), then Tenant may terminate this Lease by delivering to Landlord written termination notice (the "**Termination Notice**") before the earlier of (i) ten (10) days after the Delivery Termination Date, or (ii) the date upon which Tenant obtains all Applicable Permits, specifying a termination date no more than three (3) business days thereafter (the "**Termination Date**"). If Tenant elects to terminate this Lease pursuant to the immediately foregoing sentence, then to the extent Landlord has already delivered possession of the Premises to Tenant, Tenant shall be required to surrender the Premises to Landlord on or prior to the Termination Date in accordance with Article 16 below, and both parties shall be freed and discharged of all further obligations under this Lease, except for those obligations which expressly survive the expiration or earlier termination of the Term and the Landlord's obligation to promptly return all sums paid to Landlord by Tenant (Landlord shall return such sums to Tenant on or prior to the date which is ten (10) days after the Termination Date). So long as Tenant has pursued such

Applicable Permits in good faith and with all diligence, there shall be no liability of Tenant by reason of Tenant's failure to obtain all Applicable Permits and termination of this Lease pursuant to this Section 4.3. Notwithstanding anything to the contrary set forth in this Section 4.3, if Tenant is unable to timely obtain all Applicable Permits (without commercially unreasonable conditions attached thereto) and delivers to Landlord a Termination Notice in accordance with the foregoing, Landlord shall have the right (in Landlord's sole discretion) to delay the Termination Date specified in the Termination Notice for up to sixty (60) days in order to obtain all of the Applicable Permits (without commercially unreasonable conditions attached thereto) during such sixty (60) day period on Tenant's behalf. If Landlord is unable to obtain all of the Applicable Permits (without commercially unreasonable conditions attached thereto) during such sixty (60) day period, then the Termination Date shall occur on the earlier of (A) the date that is sixty (60) days after the Termination Date originally specified by Tenant in the Termination Notice, and (B) three (3) business days after Landlord notifies Tenant that Landlord is also unable to obtain all of the Applicable Permits (without commercially unreasonable conditions attached thereto). If Landlord is able to obtain all of the Applicable Permits (without commercially unreasonable conditions attached thereto) during such sixty (60) day period, the parties shall proceed under this Lease as if no Termination Notice had been delivered. Landlord shall, at no cost to Landlord, cooperate with Tenant's efforts to obtain all of the Applicable Permits (including, without limitation providing any relevant documents that are available to Landlord and/or in Landlord's possession to Tenant within five (5) days after written request by Tenant therefor), and in the event Landlord elects to attempt to obtain all of the Applicable Permits on Tenant's behalf as permitted above, then Tenant shall, at Tenant's cost, cooperate with such efforts by Landlord. Tenant's right to terminate this Lease pursuant to the terms set forth in this Section 4.3 is personal to the original Tenant executing this Lease (the "**Original Tenant**"), and may not be assigned or exercised, voluntarily or involuntarily, by or to, any person or entity other than the Original Tenant, and shall only be available to and exercisable by Tenant if Tenant is not in default of any of its obligations under this Lease.

5. RENT.

5.1. Base Rent. Commencing on the Commencement Date, Tenant agrees to pay to Landlord (at the address set forth in Section 2.9(a) above, or such other place, as Landlord may from time to time designate in writing) without notice or demand the monthly Base Rent for the Premises in advance on the first day of each calendar month of the Term without any setoff or deduction whatsoever. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be equal to the product of 1/365 of the annual Base Rent in effect during the partial month and the number of days in the partial month. Tenant shall pay Landlord the first monthly installment of Base Rent when Tenant executes this Lease.

5.2. Operating Expenses and Tax Expenses. In addition to paying the Base Rent specified in Section 5.1 above, Tenant shall pay as additional rent (i) Tenant's Proportionate Share of the annual Operating Expenses (as defined below) allocated to the tenants of the Building pursuant to Section 5.2(d) below, but subject to the provisions of Section 5.2(e) below, and (ii) Tenant's Proportionate Share of the annual Tax Expenses (as defined below) allocated to the tenants of the Building pursuant to Section 5.2(d) below. Such additional rent, together with any and all other amounts payable by Tenant to Landlord pursuant to the terms of this Lease, shall be hereinafter collectively referred to as the "**Additional Rent**." The Base Rent and Additional Rent

are herein collectively referred to as the "**Rent.**" All amounts due under this Section 5.2 as Additional Rent shall be payable for the same periods and in the same manner, time and place as the Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent provided for in this Section 5.2 shall survive the expiration of the Term.

5.2.1 Operating Expenses and Tax Expenses:

5.2.1.1 As used herein, "**Tax Expenses**" shall mean, collectively, all taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Project or its operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Project, (ii) assessments or charges levied or assessed against the Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (A) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Project, or (B) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (C) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (D) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Tax Expenses. In addition, all costs and expenses (including reasonable legal fees and court costs) charged for the protest, abatement or reduction of property taxes or assessments in connection with the Building and Project shall be included in the term Tax Expenses. Notwithstanding the foregoing, Tax Expenses shall not, however, include franchise taxes, estate taxes, inheritance taxes, succession taxes, federal and state income taxes, excess profits taxes assessed on Landlord, or any fines or penalties resulting from Landlord's failure to timely pay taxes or assessments when due.

5.2.1.2 As used herein, "**Operating Expenses**" shall mean all operating expenses, costs and amounts of every kind and nature which Landlord shall pay because of or in connection with the ownership, management, maintenance, repair, replacement, restoration or operation of the Project which are other than Tax Expenses, including, without limitation, the following: (i) costs of supplying all utilities, including without limitation, costs of supplying utilities to the Common Areas; provided, however, such utilities costs shall not include the cost of those utilities provided to the Premises or the premises of other tenants of the Project to the extent Tenant is responsible for directly paying for such utilities charges pursuant to Article 9 below; (ii) costs of supplies and equipment and the heating, ventilation and air conditioning ("**HVAC**") units located on the roof of the Building; provided, however, Operating Expenses shall not include the cost of maintaining, repairing and/or replacing the HVAC unit located on the roof of the Building but exclusively serving the Premises (the "**Premises HVAC Unit**"); (iii) costs of insurance carried by Landlord, in such amounts as Landlord may reasonably determine or as may be required by any mortgagees affecting the Project; (iv) the cost of licenses, certificates, permits

and inspections and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with the implementation and operation of a transportation system management program or similar program; (v) compensation (including all employment taxes, insurance and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security personnel and gardeners; provided, that if any employees of Landlord provide services for more than one project of Landlord, then a prorated portion of such employees' compensation shall be included in Operating Expenses based on the portion of their working time devoted to the Project, but not above the grade of project manager and/or project engineer; (vi) costs of operation and maintenance of a room for delivery and distribution of mail to tenants of the Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (vii) the cost of landscaping, relamping, supplies, tools, equipment (including equipment rental agreements) and materials, and all fees, charges and other costs, including property management fees (or amounts in lieu thereof), consulting fees, legal fees and accounting fees, incurred in connection with the management, operation, administration, maintenance and repair of the Project (including the fair rental value of any management office space provided in the Project); (viii) payments under any easement, license, operating agreement, declaration, restrictive covenant, underlying or ground lease (excluding rent), or instrument pertaining to the sharing of costs by the Project; (x) costs of maintaining and operating the Project pursuant to the ECR (as defined below), including, without limitation, costs and expenses related to the town green and utilities located within the Town Center Development (as defined in the ECR); (xi) the cost of janitorial service and trash removal (provided, however, Operating Expenses shall not include the cost of janitorial services and trash removal services provided to the Premises or the premises of other tenants of the Building and/or the Project or the cost of replacing light bulbs, lamps, starters and ballasts for lighting fixtures in the Premises and the premises of other tenants in the Building and/or the Project to the extent such services are directly provided and paid for by Tenant pursuant to Article 9 below); (xii) amortization (including interest on the unamortized cost) of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project; and (xiii) the cost of any capital improvements or other costs (A) which are intended as a labor-saving device or to effect other economies in the operation or maintenance of the Project, (B) made to the Project after the Commencement Date that are required under any governmental law or regulation, or (C) which are reasonably determined by Landlord to be in the best interests of the Project; provided, however, that if any such cost described in (A), (B) or (C) above, is a capital expenditure, such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine.

5.2.1.3 Notwithstanding the foregoing, Operating Expenses shall not, however, include: (i) costs, including permit, license and inspection costs, incurred in renovating or otherwise improving, decorating, or redecorating rentable space (including vacant rentable space) for tenants or other occupants in the Project; (ii) except as otherwise set forth above in Section 5.2.1.2, interest on debt and amortization on mortgages; (iii) ground lease payments; (iv) the wages and benefits of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-à-vis time spent on matters unrelated to operating and

managing the Project; (v) costs incurred as a result of the negligence or willful misconduct of Landlord or its agents, employees or contractors; (vi) costs (including, without limitation, fines, penalties, interest, and costs of repairs, replacements, alterations and/or improvements) incurred in bringing the Project into compliance with applicable laws in effect as of the Delivery Date and as interpreted by applicable governmental authorities as of such date; (vii) advertising and promotional expenditures; (viii) marketing costs including any sale/transfer/leasing commissions, attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, agreements, leases, subleases and/or assignments, space planning costs, and other costs and expenses (other than Tax Expenses) incurred in connection with sale/transfer/lease, sublease and/or assignment negotiations and transactions with present or prospective purchasers, tenants or other occupants of the Project; (ix) costs of any items to the extent Landlord is entitled to reimbursement from insurance proceeds, except that any commercially reasonable deductible amount under any insurance policy not exceeding deductible amounts ordinarily obtained by institutional owners of comparable first-class mid-rise office buildings located in Boston, Massachusetts ("**Comparable Buildings**") shall be included in Operating Expenses (provided, however, if such deductible amounts pertain to capital expenditures, such deductible amounts shall be amortized [including interest on the unamortized cost at the rate paid by Landlord on funds borrowed for the purpose of funding such deductible] over the useful life of the item(s) being repaired, as reasonably determined by Landlord in accordance with standard real estate accounting practices), or from a third party; (x) costs of cleanup, removal and/or remediation of any Hazardous Materials (as defined in Section 8.9.4 below) in, on or under the Building or Project required to comply with any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "**Environmental Laws**") which are incurred as a result of (A) the introduction by Landlord of any such Hazardous Materials in, on or under the Building or Project in violation of Environmental Laws in effect at the time of such introduction, or (B) as a result of the presence of Hazardous Materials in, on or under the Building or Project as of the Delivery Date, to the extent such Hazardous Materials are in violation of Environmental Laws in effect as of such date; (xi) the cost of providing any service directly to and paid directly by any tenant; (xii) expenses, charges or taxes in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged directly; (xiii) costs of leasing commissions, attorneys' fees and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Project; or (xiv) depreciation and amortization, except as expressly provided above in Section 5.2.1.2, and except on materials, tools, supplies and vendor-type equipment purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party, and when depreciation or amortization is permitted or required, the item shall be amortized over its useful life in the manner described in Section 5.2.1.2 above, together with interest on the unamortized costs at the Interest Rate (as defined below). Landlord shall not make a profit by charging items to Operating Expenses that are otherwise also charged separately to others, and Landlord shall not collect Operating Expenses from Tenant and all other tenants/occupants in the Building in an amount in excess of what Landlord incurred for the items included in Operating Expenses.

5.2.2 If at any time during the Term, less than ninety-five percent (95%) of the Rentable Area of the Project is occupied, then Landlord shall make an appropriate adjustment to the variable components of Operating Expenses for such expense year or applicable portion thereof, employing sound accounting and management principles, to determine the amount

of Operating Expenses that would have been paid had the Project been 95% occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such expense year, or applicable portion thereof. Landlord shall have the right, from time to time, to equitably allocate some or all of the Operating Expenses and/or Tax Expenses among different tenants of the Project (the "Cost Pools"). Such Cost Pools may include, but shall not be limited to, the office space tenants of the Project, the medical space tenants of the Project, the residential space tenants of the Project and the retail space tenants of the Project. Further, Landlord shall have the right from time to time, in its reasonable discretion, to include or exclude existing or future buildings in the Project for purposes of determining Operating Expenses and/or Tax Expenses.

5.2.3 Tenant's Proportionate Share of Operating Expenses and Tax Expenses shall be payable by Tenant to Landlord as follows:

5.2.3.1 Payment of Operating Expenses and Tax Expenses.

During each calendar year in which any portion of the Term falls ("Expense Year"), Tenant shall pay to Landlord as additional Rent, Tenant's Share of Operating Expenses allocated to the Building pursuant to Section 5.2.4 below, but subject to Section 5.2.5 below, and Tax Expenses allocated to the Building pursuant to Section 5.2.4 below, for the portion of such Expense Year occurring during the Term, in the manner set forth in Section 5.2.3.2 below.

5.2.3.2 Statement of Actual Operating Expenses and Tax

Expenses and Payment by Tenant. Landlord shall endeavor to give to Tenant on or before the first (1st) day of June following the end of each Expense Year, a statement (the "Statement") which shall state the Operating Expenses allocated to the Building pursuant to Section 5.2.4 below, and Tax Expenses allocated to the Building pursuant to Section 5.2.4 below, incurred or accrued for such preceding Expense Year. Within thirty (30) days after Tenant's receipt of the Statement for each Expense Year during the Term, Tenant shall pay to Landlord the full amount of the Tenant's Share of Operating Expenses and Tax Expenses for such Expense Year, less the amounts, if any, paid during such Expense Year as the Estimated Expenses as defined in and pursuant to Section 5.2.3.3 below. If any Statement reflects that Tenant has overpaid Tenant's Share of Operating Expenses and/or Tenant's Share of Tax Expenses for such Expense Year, then Landlord shall, at Landlord's option, either (i) remit such overpayment to Tenant within thirty (30) days after such applicable Statement is delivered to Tenant, or (ii) credit such overpayment toward the additional Rent next due and payable to Tenant under this Lease. Even though the Term has expired and Tenant has vacated the Premises, if the Statement for the Expense Year in which this Lease terminates reflects that Tenant has overpaid and/or underpaid Tenant's Share of Operating Expenses and/or Tenant's Share of Tax Expenses for such Expense Year, then within thirty (30) days after Landlord's delivery of such Statement to Tenant, Landlord shall refund to Tenant any such overpayment, or Tenant shall pay to Landlord any such underpayment, as the case may be. Landlord shall endeavor to deliver the applicable Statement to Tenant within the period set forth in the first (1st) sentence hereof, but the failure of Landlord to furnish such Statement within such period shall not prejudice Landlord from enforcing its rights under this Article 5; provided, however, Landlord's failure to provide Tenant with a Statement for a particular Expense Year within twelve (12) months after the end of the Expense Year in question shall constitute a waiver of Landlord's right to collect Tenant's Share of any additional Operating Expenses and/or Tax Expenses that would otherwise have been payable for such Expense Year pursuant to such Statement; provided further, however, that such limitation on Landlord's ability to collect Tenant's

Share of any additional Operating Expenses and/or Tax Expenses as a result of any late delivery of such Statement shall not preclude Landlord from modifying any Statement once such Statement is timely delivered, as provided hereinabove, to correct any errors or reflect any new information received by Landlord with respect to the Operating Expenses and Tax Expenses shown on such Statement (including, without limitation, as a result of any new or supplemental tax bills issued by the applicable taxing authority or any audit conducted by Tenant or any other tenant of the Project), so long as Landlord delivers such revised Statement to Tenant by no later than eighteen (18) months after Landlord becomes aware of such errors or receives such new information. If any such revised Statement so delivered shows that Tenant's Share of any additional Operating Expenses or Tax Expenses is present, then Tenant shall pay to Landlord, within thirty (30) days after Tenant's receipt of the revised Statement, such additional amount. If any such revised Statement reflects that Tenant has overpaid Tenant's Share of Operating Expenses and Tax Expenses for such Expense Year, Landlord shall, at its option either credit such overpayment toward Tenant's next rent payment(s) under this Lease, or remit to Tenant with such applicable revised Statement the amount of the overpayment. The provisions of this Section 5.2.3.2 shall survive the expiration or earlier termination of the Term.

5.2.3.3 Statement of Estimated Operating Expenses and Tax Expenses. Landlord shall endeavor to give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Landlord's reasonable estimate (the "**Estimate**") of the total amount of Tenant's Share of the Operating Expenses allocated to the Building pursuant to Section 5.2.4 below, and Tenant's Share of Tax Expenses allocated to the Building pursuant to Section 5.2.4 below, for the then-current Expense Year (the "**Estimated Expenses**"). The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Expenses under this Article 5. Following Landlord's delivery of the Estimate Statement for the then-current Expense Year, Tenant shall pay, with its next installment of Base Rent due, a fraction of the Estimated Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the last sentence of this Section 5.2.3.3). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year to the month of such payment, both months inclusive, and shall have twelve (12) as its denominator. Until a new Estimate Statement is furnished, Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12) of the total Estimated Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant.

5.2.4 Allocation of Operating Expenses and Tax Expenses to Building. The parties acknowledge that the Building is a part of a multi-building project, and that the costs and expenses incurred in connection with the Project (i.e., the Operating Expenses and Tax Expenses) should be shared between the tenants of the Building and the tenants of the Other Existing Buildings. Accordingly, as set forth in Sections 5.2.1, 5.2.2 and 5.2.3 above, Operating Expenses and Tax Expenses are determined annually for the Project as a whole, and a portion of the Operating Expenses and/or Tax Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the tenants of the Building (as opposed to the tenants of such Other Existing Buildings), and such portion so allocated shall be the amount of Operating Expenses and/or Tax Expenses payable with respect to the Building upon which Tenant's Proportionate Share shall be calculated. Such portion of the Operating Expenses and Tax Expenses allocated to the tenants of the Building shall include all Operating Expenses and Tax Expenses

which are attributable solely to the Building, and an equitable portion of the Operating Expenses and Tax Expenses attributable to the Project as a whole. As an example of such allocation with respect to Tax Expenses, it is anticipated that Landlord may receive separate tax bills which separately assess the improvements component of Tax Expenses for each building in the Project, and such separately assessed Tax Expenses shall be calculated for and allocated separately to each such applicable building.

5.2.5 Cap on Controllable Expenses. Notwithstanding anything to the contrary contained in this Article 5, the aggregate Controllable Expenses (as hereinafter defined) included in Operating Expenses in any Expense Year during the Term shall not increase by more than five percent (5%) on an annual, compounded (but non-cumulative) basis, over the actual aggregate Controllable Expenses included in Operating Expenses for calendar year 2018 (the "**Comparison Year**"), but with no such limit on the amount of Controllable Expenses which may be included in the Operating Expenses incurred during the Comparison Year. The foregoing cap on Controllable Expenses shall not apply to Tax Expenses. For purposes of this Section 5.2.5, "**Controllable Expenses**" shall mean all Operating Expenses except: (i) any assessments, including assessment districts and government-mandated charges with respect to the Building or the Project, or any part thereof; (ii) insurance carried by Landlord with respect to the Project and/or the operation thereof; (iii) costs of utilities and janitorial services; (iv) the costs of capital alterations, capital additions, capital improvements, capital repairs and capital replacements described in Sections 5.2.1.2(xii) and (xiii) above; (v) increases in wages, salaries and other compensation and benefits paid to Landlord's employees, agents or contractors to the extent (A) such employees, agents or contractors are members of a labor union or are paid on a "prevailing wage" basis, and/or (B) such increases are due to increases in the applicable minimum wage legally required to be paid to such personnel; and (vi) costs of ice and snow removal.

5.3. Taxes Payable Directly by Tenant. In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to: (i) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, to the extent the cost or value of such leasehold improvements exceeds the cost or value of a building standard build-out as determined by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (ii) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (iii) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (iv) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

5.4. Audit Rights. If Tenant disputes the amount of the Operating Expenses and Tax Expenses set forth in the Statement for the particular Expense Year delivered by Landlord to

Tenant pursuant to Section 5.2.3.2 above, Tenant shall have the right, at Tenant's cost, upon thirty (30) days' prior written notice to Landlord, to have Tenant's authorized employees inspect, at Landlord's offices during normal business hours, Landlord's books, records and supporting documents concerning the Operating Expenses and Tax Expenses set forth in such Statement; provided, however, Tenant shall have no right to conduct such inspection, have an audit performed by the Accountant (as defined and described hereinbelow), or object to or otherwise dispute the amount of the Operating Expenses and Tax Expenses set forth in any such Statement unless Tenant notifies Landlord of such objection and dispute, completes such inspection, and has the Accountant commence and complete such audit within the twelve (12) months immediately following Landlord's delivery of the particular Statement in question (the "Review Period"); provided, further, that notwithstanding any such timely objection, dispute, inspection, and/or audit, and as a condition precedent to Tenant's exercise of its right of objection, dispute, inspection and/or audit as set forth in this Section 5.4, Tenant shall not be permitted to withhold payment of, and Tenant shall timely pay to Landlord, the full amounts as required by the provisions of this Article 5 in accordance with such Statement. However, such payment may be made under protest pending the outcome of any audit which may be performed by the Accountant as described below. In connection with any such inspection by Tenant, Landlord and Tenant shall reasonably cooperate with each other so that such inspection can be performed pursuant to a mutually acceptable schedule, in an expeditious manner and without undue interference with Landlord's operation and management of the Project. If after such inspection and/or request for documentation, Tenant still disputes the amount of the Operating Expenses and Tax Expenses set forth in the Statement, Tenant shall have the right, within the Review Period, to cause a nationally recognized independent certified public accountant (which is not paid on a commission or contingency basis and which has not been engaged by Tenant within the preceding five (5) year period) mutually approved by Landlord and Tenant, which approval shall not be unreasonably withheld or delayed (the "Accountant") to complete an audit of Landlord's books and records to determine the proper amount of the Operating Expenses and Tax Expenses incurred and amounts payable by Tenant for the Expense Year which is the subject of such Statement. Such audit by the Accountant shall be final and binding upon Landlord and Tenant. If Landlord and Tenant cannot mutually agree as to the identity of the Accountant within thirty (30) days after Tenant notifies Landlord that Tenant desires an audit to be performed, then the Accountant shall be one of the "Big 4" accounting firms or another nationally-recognized accounting firm (which is not paid on a commission or contingency basis and which has not been engaged by Tenant within the preceding five (5) year period), as selected by Tenant. If such audit reveals that Landlord has over-charged Tenant, then within thirty (30) days after the results of such audit are made available to Landlord, Landlord shall reimburse to Tenant the amount of such over-charge. If the audit reveals that the Tenant was under-charged, then within thirty (30) days after the results of such audit are made available to Tenant, Tenant shall reimburse to Landlord the amount of such under-charge. Tenant agrees to pay the cost of such audit unless it is subsequently determined that Landlord's original Statement which was the subject of such audit overstated Operating Expenses and Tax Expenses by four percent (4%) or more of the actual Operating Expenses and Tax Expenses verified by such audit, in which case Landlord shall reimburse Tenant for the reasonable cost of such audit. The payment by Tenant of any amounts pursuant to this Article 5 shall not preclude Tenant from questioning, during the Review Period, the correctness of the particular Statement in question provided by Landlord, but the failure of Tenant to object thereto, conduct and complete its inspection and have the Accountant conduct the audit as described above prior to the expiration of the Review Period

for such Statement shall be conclusively deemed Tenant's approval of the Statement in question and the amount of Operating Expenses and Tax Expenses shown thereon. In connection with any inspection and/or audit conducted by Tenant pursuant to this Section 5.4, Tenant agrees to keep, and to cause all of Tenant's employees and consultants and the Accountant to keep, all of Landlord's books and records and the audit, and all information pertaining thereto and the results thereof, strictly confidential, and in connection therewith, Tenant shall cause such employees, consultants and the Accountant to execute such reasonable confidentiality agreements as Landlord may require prior to conducting any such inspections and/or audits.

5.5. Percentage Rent.

5.5.1 Calculation and Payment of Percentage Rent. All amounts payable by Tenant to Landlord pursuant to this Section 5.5 shall be referred to herein as "**Percentage Rent**". In addition to the Base Rent and other sums required to be paid by Tenant under this Lease, and as part of the Additional Rent payable by Tenant under this Lease, Tenant shall pay to Landlord, at the time and in the manner specified below, Percentage Rent in an amount equal to (i) the applicable Percentage Rent Rate (as defined in Section 2.17 of this Lease), multiplied by (ii) the amount by which the Gross Sales (as defined below) made from and/or upon the Premises during each calendar year during the Term exceeds the Breakpoint (as defined below). Percentage Rent shall be prorated for any partial calendar years during the Term. Notwithstanding the fact that Percentage Rent will be calculated on an annual calendar year basis as described hereinabove: (A) Tenant shall pay Percentage Rent to Landlord on a quarterly basis during each calendar quarter of the Term based upon the Percentage Rent Rate multiplied by the amount by which the Gross Sales made from and/or upon the Premises during such calendar quarter exceeds one-fourth (1/4th) of the Breakpoint (each such quarterly payment shall be made no later than thirty (30) days after the end of each such calendar quarter during the Term); and (B) the Percentage Rent amounts payable for each such calendar quarter during the Term shall be subject to annual reconciliation and adjustment pursuant to Section 5.5.2 below. As used herein, "**Breakpoint**" shall mean and refer to \$2,800,000.00.

5.5.2 Annual Reconciliation and Adjustment. Within sixty (60) days after the end of each calendar year during the Term, Tenant shall deliver to Landlord the annual statement described in Section 5.5.3 below showing the Gross Sales of Tenant during such calendar year and the quarterly amounts previously paid by Tenant to Landlord as Percentage Rent for such calendar year pursuant to clause (A) of Section 5.5.1 above (based upon the quarterly Percentage Rent payments described therein), and thereupon an adjustment shall be made with respect to the Percentage Rent as follows: (i) if Tenant shall have paid to Landlord as quarterly Percentage Rent payments for such calendar year an amount greater than Tenant is required to pay as the annual Percentage Rent for such calendar year under the terms hereof, Landlord shall, at its election, either (A) return to Tenant the amount of the overpayment within thirty (30) days after receipt of such statement or (B) credit such amount against the quarterly installment(s) of Percentage Rent next coming due under this Lease; and (ii) if Tenant shall have paid an amount less than the annual Percentage Rent required to be paid hereunder for such calendar year, then Tenant shall pay such difference to Landlord within thirty (30) days after Tenant's delivery of such annual statement. Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of Gross Sales for the calendar year in which this Lease terminates, Tenant shall pay to Landlord any underpayment of Percentage Rent, or Landlord shall pay to Tenant any

overpayment of Percentage Rent, as the case may be, made by Tenant for such last calendar year as calculated pursuant to the provisions of this Section 5.5.2 (such payment to be made within thirty (30) days after Tenant's delivery to Landlord of such annual statement). The provisions of this Section 5.5.2 shall survive the expiration or earlier termination of the Term.

5.5.3 Statement of Gross Sales. Tenant agrees to deliver to Landlord: (i) a statement (the "**Quarterly Statement**") of Gross Sales of Tenant for each calendar quarter during the Term by the thirtieth (30th) day of the calendar month immediately succeeding the end of such calendar quarter; and (ii) an annual statement (the "**Annual Statement**") of the Gross Sales for each calendar year (or partial calendar year, as the case may be) during the Term, including a quarterly breakdown of Gross Sales for each such quarter of such calendar year (or partial calendar year, as the case may be), within sixty (60) days after the end of such calendar year. Such statements shall show the gross selling prices of all merchandise, food and services with all adjustments allowed thereto pursuant to Section 5.5.4 below, and Tenant shall keep full, complete and appropriate records of all such sales. Such statements shall be signed by all individuals doing business as Tenant, by a general partner if Tenant is a partnership, by an authorized officer of Tenant if Tenant is a corporation, or by the managing member if Tenant is a limited liability company. Tenant shall keep the following items: (A) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied (including, without limitation, a sales journal, general ledger, and all bank account statements showing deposits) of all Gross Sales during and/or pertaining to each calendar quarter and each calendar year of the Term; (B) all cash register receipts with regard to the Gross Sales and credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross Sales of any subtenant, licensee or concessionaire) during the Term; and (C) detailed original records of any exclusions or deductions from Gross Sales during each calendar quarter and each calendar year of the Term. Such books, receipts and records shall be preserved (properly totaled) by Tenant at the Premises and shall be made available to Landlord at the Premises within five (5) business days after demand at all times during the Term, and made available by Tenant in the county in which the Building is located for a period of at least one (1) year after the expiration or earlier termination of this Lease (however, if any audit is commenced by Landlord or if a dispute arises concerning Tenant's Gross Sales, such books, receipts and records shall be preserved and retained by Tenant until a final resolution of such dispute). In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's state and local sales and use tax returns pertaining to each calendar quarter and calendar year during the Term. The receipt by Landlord of any statement or any payment of Percentage Rent for any period shall not bind it as to the correctness of the statement or the payment. Landlord shall, within six (6) months after the receipt of any such Quarterly Statement and/or Annual Statement, as the case may be, be entitled to an audit of such Gross Sales (including the Gross Sales of any subtenant, licensee or concessionaire). Such audit shall be conducted by a certified public accountant, to be designated by Landlord, during normal business hours at the Building management office or such other location designated by Landlord. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become due and payable by Tenant within thirty (30) days after Tenant's receipt of written notice of such determination. In addition, if Tenant understates Gross Sales in any calendar quarter or calendar year during the Term by more than four percent (4%), and if Landlord is entitled to any additional Percentage Rent as a result of such understatement, or if such audit shows that Tenant has failed to maintain the books of account and records required by this Section 5.5.3 so that Landlord's accountant is unable to verify the

accuracy of Tenant's statement, then Tenant shall pay to Landlord all reasonable costs and expenses (including reasonable auditor and reasonable attorneys' fees) which may be incurred by Landlord in conducting such audit and collecting such underpayment, if any. An understatement of Gross Sales in any calendar quarter or calendar year during the Term by more than five percent (5%) shall, at Landlord's option, be deemed a material default by Tenant under the terms of this Lease.

5.5.4 Gross Sales. The term "Gross Sales" of Tenant, as used in this Section 5.5, is defined to be the gross selling price (exclusive of sales taxes, if any), whether for cash or otherwise, of all food and beverages, merchandise, goods and services, and all other receipts whatsoever (including interest, time price differential, finance charges, service charges, credit and layaway sales), of all business conducted at, in, upon or from the Premises, including mail or telephone orders received or filled at the Premises, catering and delivering services conducted off-Premises, deposits not refunded to purchasers, orders taken at the Premises but filled elsewhere, sales to employees, sales through vending machines or other devices, sales by any sublessee, concessionaire or licensee or otherwise in the Premises, and proceeds of business interruption or similar insurance, if any. No discounts shall be deducted from any actual sale price for any selected category of customer. No deduction shall be allowed for uncollected or uncollectible credit accounts, service charges, finance charges, bank card charges or postage fees. Gross Sales shall not, however, include the following:

5.5.4.1 the amount of any refunds or credits made by Tenant to the purchaser for returned merchandise, the selling price of which was theretofore included in Gross Sales;

5.5.4.2 goods returned to sources, or transferred to another restaurant owned by Tenant;

5.5.4.3 sales of fixtures, equipment or property which are not stock in trade; and

5.5.4.4 gift certificates or like vouchers until such time as the same shall have been converted into a sale by redemption.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the rate (the "**Interest Rate**") equal to the lesser of (i) the "Prime Rate" announced from time to time by the Bank of America (or such reasonable comparable national banking institution as selected by Landlord), plus two percent (2%), or (ii) the highest rate permitted by applicable law. Tenant acknowledges that the late payment of any monthly installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of

any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT.

7.1. Security Deposit. Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.12 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord. If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof beyond all applicable notice and cure periods, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within fifteen (15) days after written demand therefor, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Section 24.2 below. Within thirty (30) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

7.2. Reduction of Security Deposit. Provided that Tenant is not in default under this Lease as of the Security Deposit Reduction Date, as set forth in the schedule below, and provided that Tenant has properly exercised at least one (1) Extension Option pursuant to the Extension Option Rider, the Security Deposit required to be held by Landlord under this Lease shall be reduced by an amount equal to the Security Deposit Reduction Amount on the Security Deposit Reduction Date set forth below. Any such reduction of the Security Deposit shall be effected by Landlord applying such applicable reduction amount as a credit to the next Base Rent due from Tenant following the Security Deposit Reduction Date. Except as specifically set forth herein, the Security Deposit shall not be subject to reduction during the Term.

<u>Security Deposit Reduction Date</u>	<u>Security Deposit Reduction Amount</u>
First day of the 61 st full calendar month of the Term	\$21,498.67

8. TENANT'S USE OF THE PREMISES.

8.1. Permitted Use. Tenant shall use the Premises solely for the Permitted Use, and shall not permit the Premises to be used for any other purpose. In connection with Tenant's Permitted Use, Tenant shall not serve food and beverages of a type which would or may result in a change in the menu concept of the restaurant from an Italian restaurant primarily serving seafood, pizza and/or pasta to another theme or specialty menu style restaurant. In no event shall Tenant sell or serve any alcoholic beverages in or from the Premises at any time, without first obtaining the approval of all applicable governmental authorities. Tenant shall not conduct business in the Premises between the hours of 11:00 p.m. and 9:00 a.m., Monday through Friday, and 12:00 a.m. and 9:00 a.m. Saturdays and Sundays without the prior consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant shall be responsible, at its sole cost and expense, for obtaining all operating permits, licenses and governmental approvals necessary for the operation of Tenant's Permitted Use and for determining that the Premises and Building are suitable for Tenant's Permitted Use (including, without limitation, zoning and capacity of the Building's systems and equipment) and neither Landlord nor its agents has made or is making any representations or warranties as to the suitability of the Premises or the Building for Tenant's Permitted Use or that Tenant's use is permitted under current zoning or other applicable laws. In addition, Tenant agrees to conduct the practice of Tenant's profession in the Premises in compliance with the code of ethics of Tenant's professional association. Tenant hereby acknowledges and agrees that the Permitted Use does not violate (i) any exclusive use rights or restrictions contained in any existing leases of other tenants of the Project as of the date of this Lease, a list of which are attached hereto as Exhibit "F"; and (ii) any exclusive use rights or restrictions contained in that certain Declaration of Easements, Covenants and Restrictions dated as of October 23, 2012 between Twenty Wayland, LLC, a Massachusetts limited liability company and Wayland Town Center LLC, a Delaware limited liability company ("**Wayland Town Center**"), as amended by that certain First Amendment to ECR dated as of December 3, 2013 by and among Wayland Town Center, WTC Office Medical LLC, a Massachusetts limited liability company ("**WTC Office Medical**"), and WTC Retail LLC, a Massachusetts limited liability company ("**WTC Retail**"), as further amended by that certain Second Amendment to ECR dated as of February 11, 2015 by and among Wayland Town Center, WTC Office Medical and WTC Retail, and as further amended by that certain Third Amendment to ECR dated as of August 7, 2015 by and among Wayland Town Center, WTC Office Medical and WTC Retail (collectively, the "**ECR**"), a copy of which has been delivered to Tenant prior to the mutual execution and delivery of this Lease.

8.2. Radius Restriction. Tenant covenants and warrants that neither Tenant, nor any entity controlled by, controlling or under common control with Tenant, shall, at any time after the date of execution of this Lease through the end of the Term, directly or indirectly, operate or own any restaurant primarily serving Italian fare within ten (10) miles from the Premises, measured on a straight line basis on a map, not following contours of the land and streets. This covenant shall be specifically enforceable by mandatory or prohibitory injunction by Landlord and any breach of this covenant may be conclusively deemed by Landlord to be a material and incurable breach of this Lease and as a result Landlord, may, in addition to Landlord's other remedies under this Lease, at law and/or in equity, terminate this Lease.

8.3. Exclusive Use. Landlord hereby agrees that, subject to the conditions set forth below in this Section 8.3, and so long as (i) Tenant is not in default of any of its obligations under this Lease after the expiration of the applicable notice and cure period, (ii) Tenant has not assigned this Lease, (iii) Tenant has not subleased the Premises, and (iv) the Premises are being used solely for the Permitted Use, Landlord shall not, during the Term (including any extension thereof), enter into any direct lease of space in the Project or permit any assignment or sublease or change in use of any lease in the Project (to the extent that Landlord has the right in such lease to disapprove such assignment or sublease or such change in use solely on the criteria that such assignment or sublease or such change in use violates an exclusive use right held by another tenant) to any entity whose primary use within such space in the Project is the operation of an Italian restaurant primarily serving pizza and/or pasta (collectively, "**Tenant's Exclusive Use**"). Landlord's agreement to restrict the use as set forth hereinabove shall not inhibit or reduce any rights of existing tenants at the Project as of the date of this Lease (or any person or entity claiming by, through or under such existing tenants at the Project, including, without limitation, subtenants [collectively, "**Claimants**"]) from operating Tenant's Exclusive Use within their space at the Project during the term of such tenants' (or Claimants') leases (as such leases may be amended, renewed or extended from time to time). In addition, the foregoing restriction shall be of no further force or effect if at any time during the Term the Original Tenant is not in physical occupancy of the entire Premises.

8.4. Opening for Business; Continued Occupancy. Landlord makes no representations, warranties or projections as to the demographics of the customer base of the Project or as to Tenant's anticipated sales or likelihood of success at the Project. Tenant agrees to complete construction of the Tenant Improvements and fixturing of the Premises (including installation of all of Tenant's personal property, fixtures and equipment in the Premises) and occupy the Premises and commence operations of its Permitted Use therein no later than thirty (30) days after the Commencement Date. In addition, after such initial opening (the "**Opening Date**"), Tenant agrees to keep the Premises continuously and uninterruptedly open for business for the Permitted Use during the hours of 11 a.m. to 10 p.m., Monday through Thursday, 11 a.m. to 11 p.m. Friday through Saturday, 10 a.m. to 10 p.m. Sunday, 365 days per year, national holidays and any day on which the Commonwealth of Massachusetts declares a State of Emergency due to severe inclement weather excepted; provided, however, that Tenant shall not conduct business in the Premises between the hours of 12 a.m. and 9 a.m. without the prior consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant further covenants at all times to keep and maintain within and upon the Premises an adequate stock of food, beverages, merchandise, supplies and inventory for the operation of Tenant's Permitted Use in the Premises to service and supply the usual and ordinary demands and requirements of its customers and to ensure successful operation of the Permitted Use therein. Tenant shall employ and maintain competent personnel sufficient at all times for proper service to customers. Tenant shall keep the Premises in a neat, clean and orderly condition and shall install and maintain at all times in the Premises modern and high quality fixtures, furnishings, fittings and equipment adequate, appropriate and properly laid out to sustain Tenant's Permitted Use.

8.5. Prohibited Uses. Tenant shall not do or permit anything to be done in or about the Premises which is not within the Permitted Use or which is prohibited by, which increases the rate of, any applicable insurance maintained by Landlord and/or Tenant, which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or

Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Premises. Tenant shall not display or sell (or lease) merchandise, equipment or services (including but not limited to vending machines, promotional devices and similar items) or allow merchandise to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. All smoke, fumes, exhaust and odors from Tenant's baking, cooking and other operation of the Premises as a restaurant shall be through such exhaust and ventilation fans and equipment, grease traps and other mechanisms and equipment (i) as are necessary to operate the Premises in a first-class manner and so as to prevent any smoke, fumes, exhaust and odors from being transmitted to the public or common areas of the Building and the Project and/or other tenants' premises, and (ii) which are compatible with and will not affect the Project or the Building's existing lighting, electrical, plumbing, restrooms and/or HVAC systems and equipment. Tenant shall not operate an incinerator or burn trash or garbage within the Premises. Tenant shall not install any antenna, amplifiers or similar devices or use in or about the Premises any device, display or advertising medium which may be heard or seen outside the Premises, including, but not limited to, flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts or permit in the Premises any entertainment or other activities in a manner seen or heard outside the Premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding Landlord's consent to the foregoing, Landlord may subsequently notify Tenant that it has withdrawn its approval of any such activity by Tenant, in which case, Tenant shall cease and desist such activity immediately upon receipt of such notice. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary or involuntary pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

8.6. Compliance with Laws.

Tenant shall, at its sole cost and expense, promptly comply with all applicable laws, statutes, ordinances, rules, regulations, orders and requirements, and all recorded covenants, conditions and restrictions in effect during the Term or any part of the Term hereof, regulating Tenant's particular use or occupancy of the Premises or imposing any duty on Landlord or Tenant with regard thereto or with regard to alteration thereof, including, without limitation, the ECR and any requirements of federal, state, county and municipal authorities now in force or which may hereinafter be in force, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. In addition, Tenant hereby acknowledges that the Premises is located within an "aquifer protection district" under Article 16 of the Town of Wayland Zoning Bylaw, and accordingly, Tenant agrees to comply with all requirements thereunder. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, covenants, conditions, restrictions, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant.

8.7. Insurance Cancellation. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules,

orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article 8.

8.8. Landlord's Rules and Regulations. Tenant shall observe and comply with the Building Rules and Regulations which are in effect on the date hereof, as set forth in the attached Exhibit C, and such reasonable amendments and additions thereto as Landlord may from time to time promulgate and enforce on a non-discriminatory basis. Landlord shall not be responsible to Tenant for the non-performance of said rules and regulations by any other tenants of the Building and/or Project.

8.9. Hazardous Materials.

8.9.1 Restrictions on Use. Neither Tenant nor its agents, employees, contractors, licensees, sublessees, assignees or invitees (individually and collectively, "**Tenant Related Party**") shall use, generate, handle, store, treat, practice or dispose of any Hazardous Materials (as defined below) in, on, under or about the Premises, the Building or the Project, except that Tenant may use in the Premises general office supplies typically used in an office area in the ordinary course of business, such as copier toner, liquid paper, glue, ink, de-greaser, floor cleaner, oven cleaner and other cleaning solvents (which are typically used in retail areas in the ordinary course of business and are incidental to the operation of the Permitted Use), but only to the extent the same are used by Tenant in the manner for which they were designed and in compliance with all applicable laws and the provisions of this Lease. Tenant shall promptly deliver to Landlord copies of all permits, approvals, filings, reports and hazardous wastes manifests, if any are required, reflecting the legal and proper generation, production, use, storage, treatment or disposal of all such Hazardous Materials. Upon expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials arising out of or related to the use or occupancy of the Premises by Tenant (or the Tenant Related Parties) to be removed from the Premises and the Project, and transported for use, storage or disposal in accordance with all applicable laws, regulations and ordinances.

8.9.2 Tenant's Indemnity and Covenants. Tenant shall be solely responsible for and shall indemnify, defend and hold harmless Landlord from and against any and all Claims (as defined below) incurred in connection with or arising from: (i) the generation, production, use, handling, storage, treatment or disposal of any Hazardous Materials in or about the Premises, the Building or Project by Tenant, or any person claiming by, through or under Tenant, or by the Tenant Related Party; and (ii) the breach of this Section 8.9 by Tenant, or any person claiming by, through or under Tenant, or by the Tenant Related Party. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work. Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to remediate any such Hazardous Materials introduced by Tenant, or any person claiming by, through or under Tenant, or by Tenant Related Party, and return the Premises, Building and/or Project to the condition existing prior to the introduction of any such Hazardous Materials, provided Landlord's approval of such actions shall first be obtained and Tenant shall fully cooperate in connection with any such clean-up, restoration or other work, at Tenant's sole cost and expense. Furthermore, Tenant shall

immediately notify Landlord in writing of: (A) any accidental, unexpected or illegal spill, release, discharge or disposal of any Hazardous Materials in, on or under the Premises, the Building or Project, or any portion thereof; (B) any enforcement, clean up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials laws or ordinances; (C) any claim made or threatened by any person against Tenant, the Premises, the Building or the Project relating to damage, contribution, cost, recovery, compensation, loss or injury resulting from, or claim to result from, any Hazardous Materials; and (D) any reports of Tenant made to any environmental agency arising out of or in connection with any Hazardous Materials in, on or removed from the Premises, the Building or the Project, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within ten (10) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Building or Project, or Tenant's use thereof. Tenant acknowledges that Landlord, at Landlord's election, shall have the sole right, at Tenant's expense, to negotiate, defend, approve and appeal any action taken or order issued by any governmental authority with regard to any Hazardous Material contamination which Tenant is obligated hereunder to remediate.

8.9.3 Survival. The provisions of this Section 8.9 shall survive the expiration or sooner termination of this Lease.

8.9.4 Definition of Hazardous Materials. As used herein, the term "**Hazardous Materials**" means any hazardous or toxic substances, materials or wastes which are or become regulated by any local governmental authority, the Commonwealth of Massachusetts or the United States Government, including, without limitation, any materials or substances which are (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material," "infectious waste," "toxic substance," "medical waste" or "biohazardous waste" under any applicable federal, state or local law or administrative code promulgated thereunder, (ii) petroleum, (iii) asbestos, PCBs and similar compounds, (iv) explosives, or (v) radioactive materials.

8.10. Patio Area. Subject to Tenant's receipt of all permits or approvals required by any governmental agencies, and subject to Landlord's reasonable approval of Tenant's proposed seating layout, and the size, style, quality, specific location and all other specifications of and for Tenant's Permitted Patio Items (as defined below) to be placed thereon by Tenant as provided hereinbelow, commencing as of the Opening Date, Tenant shall have the right to use, on an exclusive basis, without the payment of Additional Rent, that certain outdoor patio area located on the western side of the Premises (the "**Patio Area**"). The Patio Area may be used by Tenant solely as additional seating for dining purposes for the customers of Tenant's restaurant operated within the Premises (collectively, the "**Patio Use**"), and for no other purposes whatsoever. The Patio Use shall be permitted only during Tenant's established operating hours pursuant to Section 8.4 above (the "**Patio Area Hours**"). In connection with the Patio Use, Tenant and Tenant's employees shall be permitted to place portable chairs, tables, umbrellas, serving items and table decorations which have been approved in advance by Landlord (collectively, the "**Permitted Patio Items**"), onto the Patio Area, provided that Tenant shall be responsible for (i) bussing tables and keeping all Permitted Patio Items clean during the Patio Area Hours each day, and (ii) the removal of all Permitted Patio Items from the Patio Area prior to the end of the Patio Area Hours each day. The

Patio Area and the Permitted Patio Items shall, at Tenant's sole cost and expense, be insured, maintained, repaired and cleaned by Tenant in a first-class order, repair and condition during the Patio Area Hours, in accordance with the provisions of Articles 8.6, 9, 10 and 20 of this Lease as though the Patio Area were part of the Premises during such hours. Tenant shall not make any alterations to the Patio Area or place any personal property thereon other than the Permitted Patio Items. In addition, during the Patio Area Hours, the Patio Area shall be deemed part of the Premises for all other purposes of this Lease (including the indemnification and insurance provisions of this Lease), to the extent appropriate and applicable and not otherwise modified by the provisions of this Section 8.10 (except that Tenant shall not be obligated to maintain or repair the Patio Area or pay any Base Rent or Tenant's Share of Operating Expenses and Tax Expenses for the Patio Area). Tenant's use of the Patio Area for the Patio Use shall be subject to (and Tenant shall comply with) such reasonable, non-discriminatory rules, regulations and restrictions as may be promulgated by Landlord from time to time. Subject to Tenant's maintenance, repair and cleaning obligations set forth hereinabove, Landlord shall be responsible for the maintenance, repair and/or replacement of the Patio Area (and any improvements located thereon) pursuant to the terms of Article 10 of this Lease; provided, however, that if such maintenance, repair and/or replacement work is caused in whole or in part by Tenant's or Tenant's invitees, agents, guests and/or employees use of the Patio Area for the Patio Use, Tenant shall reimburse Landlord for the reasonable costs of such maintenance, repair and/or replacement work within fifteen (15) days after Tenant's receipt of invoice therefor from Landlord. Landlord reserves the right at all times to make alterations or additions to and/or change the configuration and location of the Patio Area (the Patio Area, as reconfigured and/or relocated, the "New Patio Area") and/or the improvements (if any) located thereon; provided, however, that (A) Landlord provides Tenant with at least ten (10) days' prior written notice of any such alterations, additions or changes, (B) any such alterations or additions do not unreasonably interfere with Tenant's use of, or access to, the Patio Area or the Premises, (C) the New Patio Area shall remain connected to the Premises, and (D) the New Patio Area shall be reasonably comparable in size and utility to the Patio Area. Landlord and Tenant acknowledge that Tenant may desire to change the location of the Patio Area during the Term. Landlord agrees that it shall use commercially reasonable efforts to work together with Tenant, at Tenant's sole cost and expense, to explore any such request by Tenant; provided, however, Landlord shall not be required to change the location of the Patio Area.

9. SERVICES AND UTILITIES.

9.1. Tenant's Responsibility. Tenant shall be solely responsible, at its sole cost and expense, for the furnishing of all utilities to the Premises (except for the provision of water as provided below in this Section 9.1), including, but not limited to HVAC, electricity, telephone, gas and telecommunications. In connection with the foregoing, Tenant hereby agrees that (i) Landlord shall have absolutely no obligation to provide any such or other utilities to the Premises (although Landlord shall maintain and keep in service the existing utility connections located outside the Building and connected to the exterior of the Building as necessary for distribution of such utilities to the Premises by Tenant), (ii) Tenant shall contract directly with the applicable utility providers to provide all such utilities to the Premises, which utilities shall be separately metered, at Tenant's cost, (iii) Tenant shall pay for the cost of such utilities consumed at the Premises directly to the applicable provider thereof, and (iv) Tenant shall pay any fees assessed by Wayland in connection with Tenant's use of such utilities. Notwithstanding the foregoing, Landlord shall provide to the

Premises city water from the regular Building outlets for drinking, lavatory and toilet purposes, the cost of which shall be included in Operating Expenses.

9.2. Janitorial Service. Landlord shall not be obligated to provide any janitorial services to the Premises or replace any light bulbs, lamps, starters and ballasts for lighting fixtures within the Premises. Tenant shall be solely responsible, at Tenant's sole cost and expense, for (i) performing all janitorial services, trash removal and other cleaning of the Premises, which janitorial services shall be performed in a first-class manner consistent with the first-class nature of the Building and Project, in compliance with all applicable laws, and by licensed and bonded companies approved by Landlord, and (ii) replacement of all light bulbs, lamps, starters and ballasts for lighting fixtures within the Premises, all as appropriate to maintain the Premises in a first-class manner consistent with the first-class nature of the Building and Project. Such services to be provided by Tenant shall be performed by contractors and pursuant to service contracts approved by Landlord. Tenant shall store and dispose of its refuse and garbage in a wet rubbish container or compactor, which container or compactor shall be water proof-sealed, rodent proof, nonabsorbent, deodorized and covered with a close-fitting lid and located in such areas as shall be designated by Landlord, in accordance with state and local health department rules and regulations. Tenant shall cause all trash contained within the Premises to be emptied on a regular basis, and disposed of in the Project's trash containers during hours designated by Landlord from time to time. Notwithstanding the foregoing, all trash containers must be covered and stored in a manner to prevent the emanation of odors into the Premises, the Building and the Project. Tenant shall also keep the path of travel to the trash areas clean at all times. Tenant shall take all actions necessary to prevent odors from escaping outside the Premises. Tenant's restaurant and the equipment contained therein shall at all times be adequately ventilated and filtered and any odors shall be exhausted and dispersed in a manner acceptable to Landlord. Tenant shall install, to the extent not already present within the Premises, grease traps of sufficient size and design to catch grease and oils disposed into the sinks located in the Premises before entry into the Project's sewer system. Tenant shall keep the grease traps clean and operational at all times. Tenant shall clean dirt and grease from kitchen exhaust ducts, fans, registers, louvers and filters; such filters shall be cleaned weekly by high temperature hot water or steam, and such ducts shall be cleaned and inspected at least quarterly and more frequently if required by municipal or state authorities. Landlord shall have the right to inspect the Premises upon reasonable notice to Tenant and to require Tenant to provide additional cleaning, if necessary. In the event Tenant shall fail to provide any of the services described in this Section 9.2 to be performed by Tenant within five (5) days after notice from Landlord, which notice shall not be required in the event of an emergency, Landlord shall have the right to provide such services and any charge or cost incurred by Landlord in connection therewith shall be deemed Additional Rent due and payable by Tenant upon receipt by Tenant of a written statement of cost from Landlord.

9.3. Overstandard Tenant Use. In the event that Tenant shall use, or desire to use, electricity, water, heating and air conditioning or any other utilities for the Premises in quantities that exceed the capacity of the equipment supplying the same to the Building or that are in excess of the quantities normally required for ordinary office use for premises in comparable office buildings in the vicinity of the Building, then, (i) subject to applicable law, and subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall, at Tenant's sole cost and expense, install such supplemental equipment as may be reasonably required to provide such excess capacity, and (ii) Tenant shall pay for the cost of any increased

wear and tear on existing systems and equipment caused by such excess use and with respect to any utilities that are not paid by Tenant directly pursuant to this Article 9 for the costs of such excess use, as determined by Landlord.

9.4. Interruption of Use. Tenant agrees that Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 9.

10. REPAIRS AND MAINTENANCE.

10.1. Repairs and Maintenance. Tenant at Tenant's sole expense shall maintain the Premises in good order, condition and repair, including the walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, building standard furnishings and special items and equipment installed by or at the expense of Tenant. Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 12 below) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant or any Tenant Related Party. In addition, and without limiting the generality of the foregoing, Tenant shall, at Tenant's sole cost and expense, with contractors acceptable to Landlord, perform all maintenance and/or repairs necessary in order to keep the Premises HVAC Unit in good working order and operating condition. If the Premises HVAC Unit requires replacement despite Tenant's performance of all maintenance and/or repairs pursuant to and in accordance with the foregoing sentence, then Landlord shall, at Landlord's cost, cause the Premises HVAC Unit to be replaced as necessary in order to keep the Premises HVAC Unit in good working order and operating condition; provided, however, Landlord may include the cost of any such replacement in Operating Expenses, which cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine. Upon Landlord's request, Tenant shall deliver to Landlord copies of all maintenance and service reports and logs for the Premises HVAC Unit. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

10.2. Landlord's Right to Repair and Maintain. If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as

are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the Interest Rate, from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

10.3. Waiver by Tenant. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

10.4. Load and Equipment Limits. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.

10.5. Landlord's Work. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, the Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.

11. ALTERATIONS AND ADDITIONS.

11.1. Landlord's Consent to Alterations. Tenant shall not make any additions, alterations or improvements (collectively, "Alterations") to the Premises without obtaining the prior written consent of Landlord, which consent shall be requested by Tenant not less than thirty (30) days prior to the commencement thereof, and which consent shall not be unreasonably withheld by Landlord. Landlord's consent may be conditioned on such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, Tenant's removing any such Alterations upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any Alterations shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the city in which the Building is located, in conformance with Landlord's construction rules and regulations, and such work shall be diligently prosecuted to completion. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor.

Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee in the amount of the actual, reasonable, out-of-pocket costs expended by Landlord for third party review of the design and construction of any such work that is not a purely cosmetic or decorative interior non-structural change to the Premises (e.g., painting and carpeting work); provided, however, in no event shall such administrative fee exceed three percent (3%) of the cost of such work.

11.2. Manner of Construction. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Building or the Common Areas, and as not to obstruct the business of Landlord or other tenants in the Building, or interfere with the labor force working in the Building. In the event that Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Section 20 below immediately upon completion thereof.

11.3. Protection Against Liens. Tenant shall pay the costs of any work done on the Premises, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant. Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post and record notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time. With respect to any Alteration costing more than \$100,000.00 (but not with respect to any Alteration that is a purely cosmetic or decorative interior non-structural change), Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 ½) times the total estimated cost of any Alterations to be made in or to the Premises, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section 11.3 shall relieve Tenant of its obligation under this Section 11.3 to keep the Premises, Building and Project free of all liens.

11.4. Landlord's Property. Unless their removal is required by Landlord as provided in Section 11.1, all Alterations made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 12.2 below.

12. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

12.1. Leasehold Improvements. All fixtures, equipment, improvements, appurtenances and Alterations attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("**Leasehold Improvements**"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 12.2.

12.2. Tenant's Property. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

13. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (i) damage or injury to property, person or business, (ii) causing an actual or constructive eviction from the Premises, or (iii) disturbing Tenant's Permitted Use or possession of the Premises:

13.1. Building/Project Name. To name the Building and Project and to change the name or street address of the Building or Project;

13.2. Signs. To install and maintain all signs on the exterior and interior of the Building and Project;

13.3. Pass Keys. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;

13.4. Showing of Premises. At any time during the Term, and upon a minimum of twenty-four (24) hours' prior written notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last year of the Term, to show the Premises to prospective tenants thereof; and

13.5. Inspection of Premises. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use commercially reasonable efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

14. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 14.

14.1. Transfers. Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed pursuant to Section 14.3 below), assign, hypothecate, encumber, pledge or otherwise transfer this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). Any Transfer without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

14.2. Terms of Consent. If at any time or from time to time during the Term Tenant desires Landlord's consent to a Transfer, Tenant shall give written notice to Landlord setting forth a description of the portion of the Premises to be transferred (the "**Subject Space**"), the terms and provisions of the proposed Transfer, the identity of the proposed Transferee, and any other information required by Landlord, which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Within twenty (20) days after receipt of the required information and documentation, Landlord shall either: (i) consent to the Transfer by execution of Landlord's standard form consent to assignment in the form of Exhibit "E-1" attached hereto or Landlord's standard form consent to sublease in the form of Exhibit "E-2" attached hereto, as applicable; (ii) reasonably refuse to consent to the Transfer in writing; or (iii) recapture the Subject Space. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being Transferred) to terminate Tenant's lease of the Subject Space from the Premises effective on the proposed effective date of the Transfer. If Landlord consents to such proposed Transfer, Tenant may Transfer the Subject Space to such proposed Transferee on the following further conditions:

14.2.1 The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

14.2.2 No assignment or sublease shall be valid and no Transferee shall take possession of the Subject Space until an executed counterpart of such assignment or sublease has been delivered to Landlord and Landlord has consented in writing to the same;

14.2.3 No Transferee shall have a further right to assign or sublet except on the terms herein contained;

14.2.4 Any sums or other economic consideration received by Tenant as a result of such Transfer, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in connection with such Transfer, shall be paid to Landlord

as Additional Rent under this Lease without affecting or reducing any other obligations of Tenant hereunder; and

14.2.5 No Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease.

14.3. Landlord's Consent. The parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

14.3.1 The proposed Transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building, or would be a significantly less prestigious occupant of the Building than Tenant;

14.3.2 The proposed Transferee intends to use the Subject Space for purposes which are other than the Permitted Use (as defined in Section 2.8 above);

14.3.3 The proposed Transferee is either a governmental agency or instrumentality thereof;

14.3.4 The proposed Transfer will result in more than a reasonable and safe number of occupants per floor within the Subject Space;

14.3.5 The proposed Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested;

14.3.6 The proposed Transfer would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Building a right to cancel its lease; or

14.3.7 Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Building at the time of the request for consent, (ii) is negotiating with Landlord to lease space in the Building at such time, or (iii) has negotiated with Landlord during the twelve (12)-month period immediately preceding Tenant's notification to Landlord of the proposed Transfer.

14.4. Permitted Transfers to Affiliates. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, (i) to any corporation which controls, is controlled by or is under common control with Tenant, (ii) to any corporation resulting from a merger or consolidation with Tenant, or (iii) to any person or entity which acquires all the assets of Tenant's business as a going concern (all such persons or entities described in (i), (ii) and (iii) being sometimes hereinafter referred to as "Affiliates"), provided that (A) Tenant gives Landlord at least ten (10) days' prior notice of any such assignment or sublease to an Affiliate,

(B) such Affiliate has, as of the effective date of any such assignment or sublease a tangible net worth and net income, in the aggregate, computed in accordance with generally accepted accounting principles (but excluding goodwill as an asset), which is equal to or greater than Tenant as of the effective date of any such assignment or sublease, (C) such Affiliate assumes, in full, the obligations of Tenant under this Lease, (D) Tenant remains fully liable under this Lease, and (E) any such Affiliate (or the Transfer) was not formed as a subterfuge to avoid the obligations of this Article 14.

14.5. Effect of Transfer. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of this Lease or sublettings or amendments or modifications to the lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

14.6. Administration. If Tenant assigns this Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of Two Thousand Five Hundred and No/100ths Dollars (\$2,500.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.

15. **HOLDING OVER.**

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease, except that the Base Rent shall be payable by Tenant at the monthly rate equal to one hundred fifty percent (150%) of the Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month to month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination. If Tenant remains in possession of the Premises after the expiration or earlier termination of the Term without Landlord's permission, Tenant shall be deemed to be a tenant at sufferance with no right to remain therein and no prior notice from Landlord shall be required to terminate said tenancy. Base Rent shall be increased during said tenancy as provided hereinabove, pro-rated on a daily basis for so long as Tenant remains a tenant at sufferance, based on a thirty (30)-day month. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

16. **SURRENDER OF PREMISES.**

16.1. Surrender. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

16.2. Removal of Property. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property, and any cabling or wiring installed by Tenant, left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property and/or such cabling or wiring, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

17. DESTRUCTION OR DAMAGE.

17.1. Casualty. If all or any portion of the Premises becomes untenantable by fire or other casualty to the Premises (collectively a "Casualty"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant 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"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within one hundred eighty (180) 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 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 Party. 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: (i) any Mortgagee (as such term is defined in Article 21 below) requires that the insurance proceeds be applied to the payment of the mortgage debt; or (ii) an uninsured loss to the Building occurs, and either Landlord or Tenant, by notice to the other within ninety (90) days after the date of the Casualty, shall have the right to terminate this Lease if the Premises have been materially damaged and there is less than two (2) years of the Term remaining on the date of the Casualty; provided, however, Tenant may not exercise such right to terminate this Lease unless the damage constitutes a Tenant Damage Event (as hereinafter defined). As used herein, a "Tenant Damage Event" shall mean damage to all or any part of the Premises or any common areas of the Building providing access to the Premises by fire or other casualty, which damage (A) is not the result of the negligence or willful misconduct of Tenant or any of Tenant's employees, agents, contractors, licensees or invitees, (B) substantially interferes with Tenant's use of or access to the Premises and (C) would entitle Tenant to an abatement of Rent pursuant to Section 17.2 below.

17.2. Landlord's Option to Repair. 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. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by applicable laws or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign 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 performed by or for the benefit of Tenant; 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 of written demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. 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 under this Lease, 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.

17.3. Waiver of Statutory Provisions. The provisions of this Lease, including this Article 17, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Project, and any applicable laws with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any similar or successor laws now or hereinafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Project.

18. EMINENT DOMAIN.

18.1. Taking. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasipublic purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, this Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

18.2. Allocation of Award. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however,

shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

18.3. Partial Taking. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of standard build-out as determined by Landlord. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

19. INDEMNIFICATION.

19.1. Indemnification. Tenant shall indemnify and hold Landlord, and Landlord's members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee and agents (collectively, the "**Landlord Related Parties**") harmless against and from all liabilities, obligations, damages, penalties, actions, costs and claims of any kind (collectively, "**Claims**") for loss or damage to property or for any injury to or death of any person, arising out of: (i) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (ii) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (iii) any negligent or willful misconduct of Tenant or any Tenant Related Party. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such Claim and shall indemnify Landlord and the Landlord Related Parties against all costs, attorneys' fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause. Notwithstanding the foregoing provisions of this Section 19.1: (A) except for lost profits, loss of business or other consequential damages ("**Consequential Damages**") incurred or suffered by Tenant or the Tenant Related Parties, the assumption of risk by Tenant set forth hereinabove and the release by Tenant set forth in Section 19.2 below shall not apply to any Claims to the extent resulting from the negligence or willful misconduct of Landlord and/or the Landlord Related Parties (collectively, the "**Excluded Claims**"); and (B) Tenant's indemnity of Landlord hereinabove shall not apply to (1) any Excluded Claims, (2) any loss of or damage to Landlord's property to the extent Landlord has waived such loss or damage pursuant to Section 20.3 below, or (3) any Consequential Damages suffered by Landlord.

19.2. Release. Tenant hereby waives and releases Landlord and the Landlord Related Parties from all Claims for injury or damage which may be sustained by the person or property of Tenant, a Tenant Related Party, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Neither Landlord nor any Landlord Related Party shall be liable for any damages arising from any act or omission of any other tenant of the Building or Project. Without limitation on other obligations of Tenant which shall survive the expiration or termination

of this Lease, the provisions of this Section 19 shall survive the expiration or earlier termination of this Lease.

20. TENANT'S INSURANCE.

20.1. Tenant's Insurance. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect the following coverages in the following amounts:

20.1.1 Property Damage Insurance covering (i) all Leasehold Improvements (including any Alterations made by Tenant pursuant to the provisions of Article 12 above), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under clause (i) shall be paid to Landlord, and the proceeds under clause (ii) above shall be paid to Tenant.

20.1.2 Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage and claims respecting service of food and beverages (and, if approved by Landlord as part of the Permitted Use, alcoholic beverages) with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, assumed liabilities, which insurance shall provide personal injury and broad form property damage coverage for not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, death and property damage liability.

20.1.3 Workers' compensation insurance as required by law.

20.1.4 If Tenant operates Tenant-owned or licensed vehicles, Tenant shall carry comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles.

20.1.5 Business interruption, loss-of-income and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises or to the Building as a result of such perils.

20.2. Form of Policies. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance,

and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancellable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with interest at the Interest Rate from the date such insurance is procured until paid by Tenant. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

20.3. Waiver of Subrogation. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is required by this Lease to be insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

20.4. Additional Insurance Obligations. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article 20.

21. SUBORDINATION AND ATTORNMENT.

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Project, and to 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 written request of Landlord, or such Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, without any deductions or set-offs whatsoever, and to recognize such purchaser, transferee or lessor as the lessor under this Lease. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant any such instrument or instruments if Tenant fails to do so, provided that such authorization shall in no way relieve Tenant from the obligation of executing such instruments of

subordination or superiority. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale.

22. TENANT ESTOPPEL CERTIFICATES.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying: (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (iii) the amount of any security deposited with Landlord; (iv) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default; and (v) such other information reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall constitute an acceptance of the Premises and an acknowledgment by Tenant that statements included in the estoppel certificate are true and correct, without exception.

23. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

24. DEFAULT AND REMEDIES.

24.1. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

24.1.1 If Tenant abandons or vacates the Premises; or

24.1.2 If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) business days after such payment is due and payable; or

24.1.3 If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30)-day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure said default as soon as possible; or

24.1.4 If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or

24.1.5 If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

24.1.6 If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within sixty (60) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of sixty (60) days; or

24.1.7 If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property;

24.1.8 If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in Subparagraphs 24.1.4 through 24.1.7 above; or

24.1.9 Any failure by Tenant to maintain its good standing with (i) any local or state agency charged with administering health or safety standards for restaurants and dining facilities, and (ii) the local or state agency charged with alcoholic beverage oversight, including, but not limited to, keeping in effect Tenant's ability to serve alcoholic beverages on the Premises at all times during the Term.

24.2. Remedies. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

24.2.1 Terminate this Lease and Tenant's right to possession of the Premises and reenter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

24.2.2 Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

24.2.3 Reenter the Premises under the provisions of Subparagraph 24.2.2, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord reenters the Premises under the provisions of Subparagraphs 24.2.2 or 24.2.3 above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property

in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting. For the purposes of this Article 24, Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.

Should Landlord elect to terminate this Lease under the provisions of Subparagraph 24.2.1 or 24.2.3 above, Landlord may recover as damages from Tenant the following: (i) Past Rent - Any unpaid Rent which had been earned at the time of termination; plus (ii) Rent After Termination - The worth at the time of termination of the amount by which the unpaid Rent for the balance of the Term after the time of termination exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus (iii) Proximately Caused Damages - Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (A) retaking possession of the Premises, (B) maintaining the Premises after Tenant's default, (C) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (D) reletting the Premises, including broker's commissions.

"The worth at the time of termination" as used in subparagraph (ii) above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%). All amounts recoverable as provided in subparagraphs (i), (ii) and (iii) above shall bear interest at the rate of ten percent (10%) per annum from the time of termination to the time of payment.

24.3. Sublessees of Tenant. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Section 24.1 above, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

24.4. Form of Payment After Default. Following the occurrence of an event of default by Tenant, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether in the cure of the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

24.5. Waiver of Default. The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

25. **BROKERS.**

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.3 above. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

26. **NOTICES.**

All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and shall be sent by (i) certified or registered U.S. mail, postage prepaid return receipt requested ("**Mail**"), (ii) nationally-recognized overnight mail or courier service ("**Overnight Courier**"), or (iii) delivered personally or (iv) sent by facsimile transmission during normal business hours followed by a confirmatory letter sent in another manner permitted hereunder, and addressed as follows: (A) if to Landlord, to the addresses for Landlord set forth in Section 2.7.2 above; and (B) if to Tenant, to the addresses for Tenant set forth in Section 2.7.3 above; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by written notice to the other designate another place for receipt of future notices. Any Notice will be deemed received (1) two (2) business days after the date it is deposited in the Mail, (2) one (1) business day after it is deposited with an Overnight Courier, (3) upon the date personal delivery is made, or (4) the date upon which attempted delivery of such notice, whether by Mail, Overnight Courier or personal delivery, is refused or rejected.

27. **GOVERNMENT ENERGY OR UTILITY CONTROLS.**

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and

Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

28. **INTENTIONALLY OMITTED.**

29. **QUIET ENJOYMENT.**

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

30. **FORCE MAJEURE.**

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 30 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

31. **CURING TENANT'S DEFAULTS.**

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account and at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefor.

32. **SIGNS.**

32.1. Prohibited Signage. Subject to Section 32.2 below, Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without first obtaining the written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of (i) removal of such sign, and (ii) repair of any damage caused by such sign, to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

32.2. Exterior Signs. Subject to the approval of all applicable governmental authorities, and compliance with all applicable laws, Landlord's uniform sign program for the Project and all recorded covenants, conditions and restrictions affecting the Project (including the ECR), and the terms of this Section 32.2, Tenant shall have the non-exclusive right to install, at Tenant's cost, the following signs (collectively, the "Exterior Signs"): (i) two (2) signs displaying Tenant's name, "Giacomo's" and logo (but no other markings) on the exterior storefront of the

Premises, with the exact location of such signs to be designated by Landlord, (ii) one (1) blade sign displaying Tenant's name, "Giacomo's" and logo (but no other markings) located perpendicular to the storefront of the Premises, with the exact location of such sign to be designated by Landlord, (iii) three (3) awnings displaying Tenant's name, "Giacomo's" and logo (but no other markings) located horizontal to the exterior storefront of the Premises, with the exact location of such awnings to be designated by Landlord, and (iv) one (1) directional sign displaying Tenant's name, "Giacomo's" in each of the two (2) locations marked with a black opaque oval on Exhibit "H" attached hereto, each of which shall take the place of and be similar in appearance to the directional sign displaying the name "Bertucci's" currently located in each of the marked locations. The graphics, materials, color, design, lettering, lighting, size, specifications, manner of affixing and exact location of the Exterior Signs shall be subject to Landlord's reasonable approval. Tenant shall pay for all costs and expenses related to the Exterior Signs, including, without limitation, costs of the design, construction, installation, maintenance, insurance, utilities, repair and replacement thereof. Tenant shall install and maintain the Exterior Signs in compliance with all applicable laws and subject to the applicable provisions of Articles 10 and 11 above.

32.2.1 Transferability. The rights to the Exterior Signs are personal to the Original Tenant, and may not be transferred by the Original Tenant or used by anyone else. In addition, following the Commencement Date, Tenant shall only have such rights to the Exterior Signs when the Original Tenant is in actual and physical possession of the entire Premises.

32.2.2 Insurance/Maintenance/Removal. Tenant shall be responsible for maintaining insurance on the Exterior Signs as part of the insurance required to be carried by Tenant pursuant to Section 20.2(i) above. Should the Exterior Signs require maintenance, repairs and/or replacement as determined in Landlord's reasonable judgment, Landlord shall have the right to provide written notice thereof to Tenant and Tenant shall cause such repairs, replacement and/or maintenance to be performed within ten (10) days after receipt of such notice from Landlord, at Tenant's sole cost and expense; provided, however, if such repairs, replacement and/or maintenance are reasonably expected to require longer than ten (10) days to perform, Tenant shall commence such repairs, replacement and/or maintenance within such ten (10) day period and shall diligently prosecute such repairs, replacement and maintenance to completion. Should Tenant fail to perform such maintenance, repairs and/or replacement within the periods described in the immediately preceding sentence, Landlord shall have the right to cause such work to be performed and to charge Tenant as Additional Rent for the costs of such work including interest. Upon the expiration or earlier termination of this Lease (or prior to such expiration or earlier termination, upon Tenant's loss of its rights to the Exterior Signs pursuant to Section 32.2.1 above) Tenant shall, at Tenant's sole cost and expense, cause the Exterior Signs to be removed, and Tenant shall repair all damage occasioned thereby and restore the affected areas to their original condition prior to the installation of such signage so required to be removed. If Tenant fails to timely remove such signage and repair and restore the affected areas as provided in the immediately preceding sentence, then Landlord may perform such work, and all costs and expenses incurred by Landlord in so performing such work shall be reimbursed by Tenant to Landlord within ten (10) days after Tenant's receipt of invoice therefor including interest. The immediately preceding sentence shall survive the expiration or earlier termination of this Lease. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no obligation to repair any existing holes located in the back of the Building caused by the removal of awnings belonging to the previous tenant of the Premises.

33. PARKING

Throughout the Term, Tenant and Tenant's customers, employees and invitees shall have (i) the non-exclusive right to use, on a "first-come, first-serve" basis, in common with other tenants of the Building and Project and free of parking charges, the number of unreserved parking spaces set forth in Section 2.16 of this Lease, which unreserved parking spaces are located in the Surface Parking Areas servicing the Building as shall be designated by Landlord from time to time for unreserved parking for the tenants of the Building (the "**Unreserved Spaces**"), and (ii) the exclusive right (as enforced by Tenant) to use, free of parking charges, three (3) reserved parking spaces in a location near the Premises to be designated by Landlord for the purpose of curbside pickup and take-out for customers of the Premises (the "**Reserved Spaces**", and together with the Unreserved Spaces, the "**Parking Spaces**"). Subject to the ECR and the provisions contained below in this Section 33, Tenant shall be entitled, at Tenant's sole cost and expense, to install signage on or near the Reserved Spaces stating "Giacomo's Take-Out Only" or other similar phrasing. Such signs shall be installed by a signage contractor reasonably approved by Landlord. The location, quality, design, style, lighting and size of such signs shall be consistent with the Landlord's Building standard signage program and shall be subject to the ECR and Landlord's prior written approval, in its reasonable discretion. Upon the expiration or earlier termination of this Lease, or within thirty (30) days after written request therefor by Landlord, Tenant shall be responsible, at its sole cost and expense, for the removal of such signage and the repair of all damage to the Reserved Spaces and the surrounding area caused by such removal. Landlord reserves the right at all times to change the location of any or all of the Reserved Spaces. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such purposes. Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away any vehicle parked in violation of the foregoing sentence, and to bill Tenant for the cost thereof, which cost shall be immediately payable upon demand by Landlord. Tenant's continued right to use the Parking Spaces is conditioned upon (A) Tenant abiding by (1) any Parking Rules and Regulations that are prescribed from time to time for the orderly operation and use of the Surface Parking Areas by Landlord and/or Landlord's Parking Operator (as defined below) (the "**Parking Rules and Regulations**"), (2) all rules and regulations which are prescribed from time to time by any common area association of the Project having rights over the Surface Parking Areas, and (3) all recorded covenants, conditions and restrictions affecting the Building and/or the Project, and (B) upon Tenant's cooperation in seeing that Tenant's employees and visitors also comply with the Parking Rules and Regulations (and all such modifications and additions thereto, as the case may be), any such other rules and regulations and covenants, conditions and restrictions. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the Surface Parking Areas (including without limitation, implementing paid visitor parking), and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to any or all of the Surface Parking Areas. Landlord may delegate its responsibilities hereunder to a parking operator (the "**Parking Operator**") in which case the Parking Operator shall have all the rights of control attributed hereby to Landlord. Any parking tax or other charges imposed by governmental authorities in connection with the use of such parking shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges within ten (10) days after Landlord's demand therefor.

The parking rights provided to Tenant pursuant to this Article 33 are provided solely for use by Tenant's own personnel, customers and invitees and such rights may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval, except in connection with an assignment of this Lease or sublease of the Premises made in accordance with Article 14 above. All visitor parking by Tenant's visitors shall be subject to availability, as reasonably determined by Landlord (and/or the Parking Operator, as the case may be), and other than with respect to the Reserved Spaces, (x) parking in such visitor parking areas as may be designated by Landlord (and/or the Parking Operator and/or any common area association of the Project having rights over the Surface Parking Areas) from time to time, and (y) payment by such visitors of the prevailing visitor parking rate (if any) charged by Landlord (and/or the Parking Operator and/or such common area association) from time to time.

34. MISCELLANEOUS.

34.1. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant, regardless of Tenant's designation of such payments, to any account or other payment of Tenant then not current and due or delinquent, in such order and amounts as Landlord, in its sole discretion, may elect.

34.2. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

34.3. WAIVER OF JURY TRIAL; ATTORNEYS' FEES. IF EITHER PARTY COMMENCES LITIGATION AGAINST THE OTHER FOR THE SPECIFIC PERFORMANCE OF THIS LEASE, FOR DAMAGES FOR THE BREACH HEREOF OR OTHERWISE FOR ENFORCEMENT OF ANY REMEDY HEREUNDER, THE PARTIES HERETO AGREE TO AND HEREBY DO WAIVE ANY RIGHT TO A TRIAL BY JURY AND, IN THE EVENT OF ANY SUCH COMMENCEMENT OF LITIGATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY SUCH COSTS AND REASONABLE ATTORNEYS' FEES AS MAY HAVE BEEN INCURRED, INCLUDING ANY AND ALL COSTS INCURRED IN ENFORCING, PERFECTING AND EXECUTING SUCH JUDGMENT.

34.4. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

34.5. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender

on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.

34.6. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

34.7. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

34.8. Corporate Authority. If Tenant is a corporation, limited liability company or partnership, each individual signing this Lease on behalf of Tenant represents and warrants that Tenant is a duly formed and existing entity qualified to do business in the state in which the Building is located and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company or partnership, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

34.9. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

34.10. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

34.11. Furnishing of Financial Statements; Tenant's Representations. In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.

34.12. Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

34.13. Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot

reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.

34.14. Prior Agreements, Amendments. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

34.15. No Recording. Except as provided in Article 21 above, neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

34.16. Severability. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

34.17. Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

34.18. Time of the Essence. Time is of the essence of this Lease.

34.19. Waiver. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of the Rent delinquency or any other default.

34.20. Landlord's Title. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

34.21. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

34.22. No Warranty. In executing and delivering this Lease, Tenant has not relied on any representation, including, but not limited to, any representation whatsoever as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto.

34.23. Landlord Exculpation. It is expressly understood and agreed that notwithstanding anything in this Lease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Landlord and the Landlord Related Parties hereunder (including any successor landlord) and any recourse by Tenant against Landlord or the Landlord Related Parties shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Building, and neither Landlord, nor any of the Landlord Related Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant.

34.24. Waiver of Redemption by Tenant. Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

34.25. Joint and Several. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

34.26. Independent Covenants. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord; provided, however, that the foregoing shall in no way impair the right of Tenant to commence a separate action against Landlord for any violation by Landlord of the provisions hereof so long as notice is first given to Landlord and any holder of a mortgage or deed of trust covering the Building, Project or any portion thereof, of whose address Tenant has theretofore been notified, and an opportunity is granted to Landlord and such holder to correct such violations as provided above.

34.27. Transportation Management. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

34.28. Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants.

34.29. Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Term, occupy any space in the Building.

34.30. Renovations. It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, Project or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Tenant Work Letter attached to this Lease, if any. However, Tenant acknowledges that Landlord is currently renovating or may during the Term renovate, improve, alter, or modify (collectively, the "**Renovations**") the Building, Premises, and/or Project, including without limitation the Common Areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, (ii) installing new carpeting, lighting, and wall coverings in the Building Common Areas, and in connection with such Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the Common Areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building, and (iii) expanding the size of the Building and/or Parcel 1. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

34.31. Prohibited Persons and Transactions. Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons 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), or other governmental action and is not and 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.

34.32. Office and Communications Services. Landlord has advised Tenant that certain office and communications services may be offered to tenants of the Building by a concessionaire under contract to Landlord ("**Provider**"). Tenant shall be permitted to contract with Provider for the provision of any or all of such services on such terms and conditions as Tenant and Provider may agree. Tenant acknowledges and agrees that: (i) Landlord has made no warranty or representation to Tenant with respect to the availability of any such services, or the quality, reliability or suitability thereof; (ii) the Provider is not acting as the agent or representative of Landlord in the provision of such services, and Landlord shall have no liability or responsibility for any failure or inadequacy of such services, or any equipment or facilities used in the furnishing

thereof, or any act or omission of Provider, or its agents, employees, representatives, officers or contractors; (iii) Landlord shall have no responsibility or liability for the installation, alteration, repair, maintenance, furnishing, operation, adjustment or removal of any such services, equipment or facilities; and (iv) any contract or other agreement between Tenant and Provider shall be independent of this Lease, the obligations of Tenant hereunder, and the rights of Landlord hereunder, and, without limiting the foregoing, no default or failure of Provider with respect to any such services, equipment or facilities, or under any contract or agreement relating thereto, shall have any effect on this Lease or give to Tenant any offset or defense to the full and timely performance of its obligations hereunder, or entitle Tenant to any abatement of rent or additional rent or any other payment required to be made by Tenant hereunder, or constitute any accrual or constructive eviction of Tenant, or otherwise give rise to any other claim of any nature against Landlord.

34.33. Electronic Signatures. Each of the parties to this Lease (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Lease, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on the telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Lease and the documents affecting the transaction contemplated by this Lease based on the fact that a signature was sent by telecopy or electronic transmission only.

34.34. Title Matters. Tenant hereby acknowledges that this Lease is subject and subordinate to certain easements and other matters of record encumbering the Project, including, without limitation, (i) that certain Notice of Activity and Use Limitation dated October 21, 1997 and recorded at the Middlesex County (southern District) Registry of Deeds (the "registry") in Book 27793, Page 141 and filed as Document No. 1044681 and (ii) that certain Notice of Activity and Use Agreement dated February 16, 1999 and recorded in Book 30045, Page 132 and filed as Document No. 1103685.

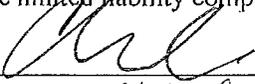
34.35. Existing Kitchen Equipment. Throughout the Term, Tenant shall have the right to use certain kitchen equipment located in the Premises and listed on Exhibit "G" attached hereto (collectively, the "**Existing Kitchen Equipment**"). Tenant acknowledges and agrees that the Existing Kitchen Equipment was acquired and used by a former tenant of the Building, and Landlord has made no representations or warranties, express, implied or otherwise, regarding the condition or working order of the Existing Kitchen Equipment. Tenant confirms that it has had the reasonable opportunity to inventory and inspect the Existing Kitchen Equipment and hereby represents that (i) it accepts the Existing Kitchen Equipment "AS IS AND WITH ALL FAULTS", and (ii) it is satisfied that all items of Existing Kitchen Equipment listed on Exhibit "G" attached hereto are currently located within the Premises and are hereby accepted by Tenant, subject to and in accordance with the terms of this Section 34.35. Tenant acknowledges and agrees that Landlord shall continue to own the Existing Kitchen Equipment, and Tenant shall acquire no ownership interest therein. Throughout the Term, at Tenant's sole cost and expense, Tenant shall be obligated to maintain, repair and safeguard the Existing Kitchen Equipment and shall not remove any of the Existing Kitchen Equipment from the Premises at any time except to replace any items of the Existing Kitchen Equipment that are stolen, damaged, broken or no longer repairable with items of substantially similar style and quality as the original items so replaced, and shall obtain and

maintain Physical Damage Insurance with respect to the Existing Kitchen Equipment, covering "all risks" of physical loss or damage in the amount of not less than \$55,000.00. With the exception of ordinary wear and tear, Tenant shall, at Tenant's sole cost and expense, promptly repair or replace any Existing Kitchen Equipment that becomes stolen, damaged, broken, destroyed or for any reason is no longer located at the Premises, and shall keep a detailed log of any such repairs and replacements. All replacements shall be of substantially similar style and quality as the original items of Existing Kitchen Equipment so replaced. Tenant shall provide Landlord with a copy of such log upon request. In no event shall Landlord have any liability or responsibility with respect to the Existing Kitchen Equipment, and Landlord shall have no responsibility to repair or refurbish the Existing Kitchen Equipment at any time. At the expiration of the Term, (A) Tenant shall surrender the Premises with all Existing Kitchen Equipment items then located therein, (B) Landlord and Tenant shall jointly inventory the Existing Kitchen Equipment then located within the Premises, and (C) Tenant shall pay to Landlord, within thirty (30) days following the effective date of expiration or earlier termination of this Lease, an amount equal to the cost to repair or replace any items of the Existing Kitchen Equipment which are no longer located at the Premises, are of inferior style or quality as compared with the original Existing Kitchen Equipment as reasonably determined by Landlord, or which exhibit damage beyond ordinary wear and tear.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

The parties hereto have executed this Lease effective as of the day and year first written above.

LANDLORD:
BOS RETAIL 1, LLC,
a Delaware limited liability company

By: 
Printed Name: Chris Reed
Title: Vice President

TENANT:
TESTA RESTAURANT GROUP, LLC, a
Massachusetts limited liability company d/b/a
Giacomo's Restaurant

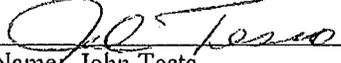
By: 
Printed Name: John Testa
Title: Manager

EXHIBIT "A"

FLOOR PLAN OF THE PREMISES

[Attached as the immediately following page.]

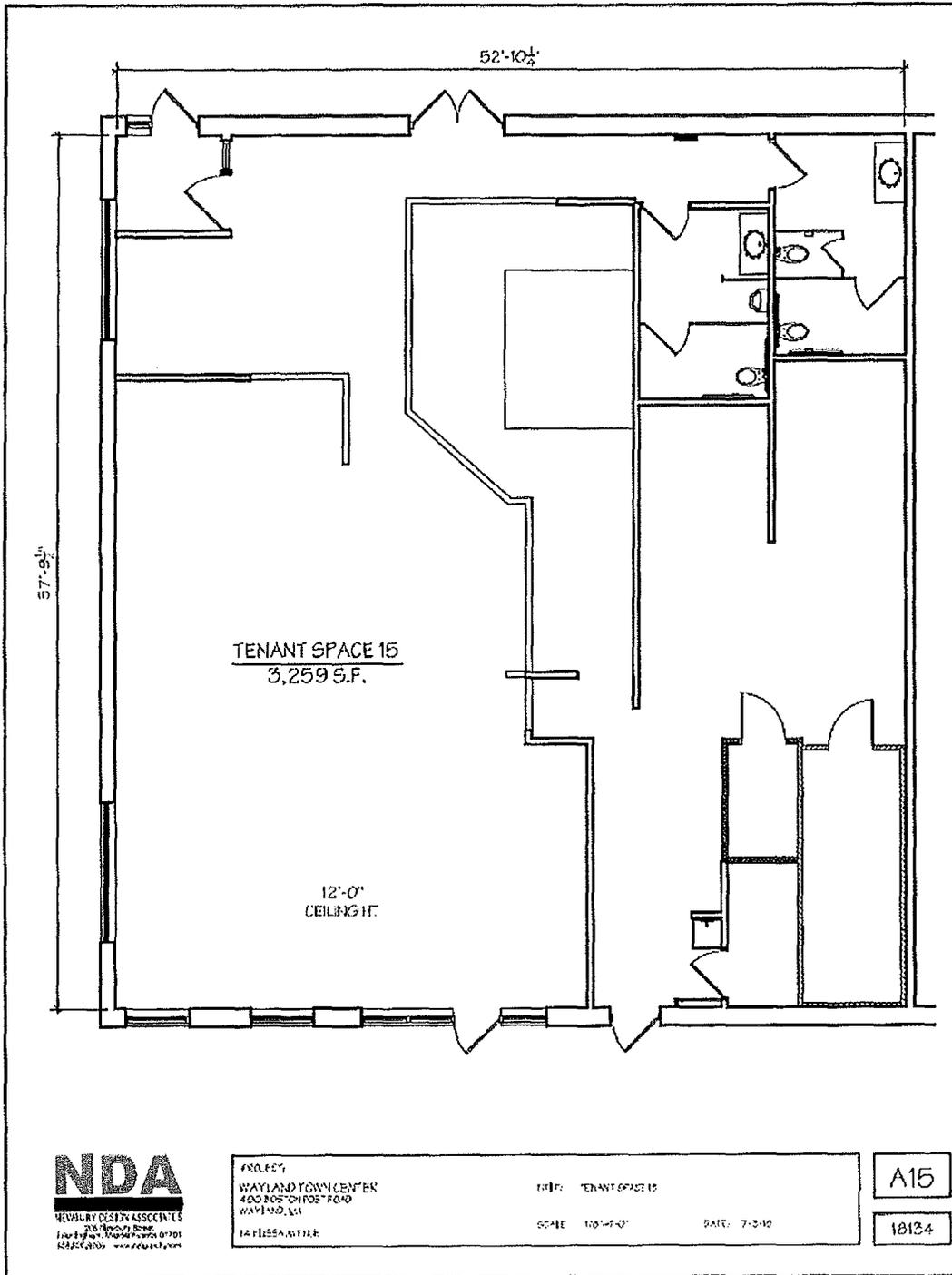


EXHIBIT A-1

SITE PLAN OF PARCEL 1

[Attached as the immediately following page.]

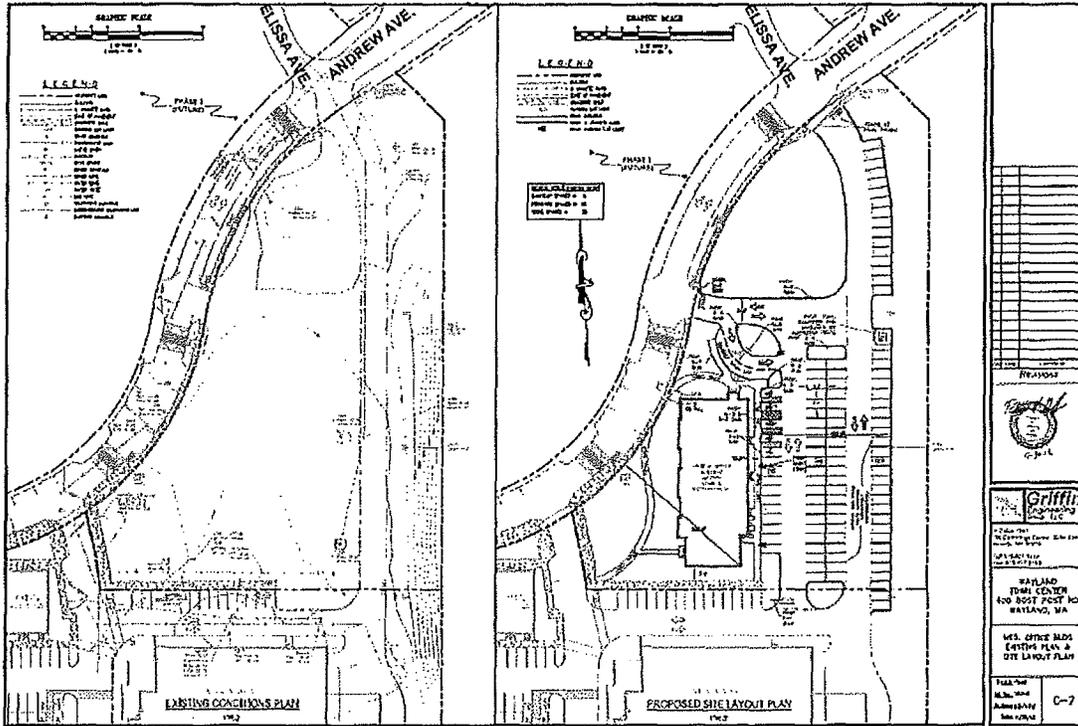


EXHIBIT "B"

TENANT WORK LETTER

This Tenant Work Letter ("**Tenant Work Letter**") shall set forth the terms and conditions relating to the construction of the Premises. All references in this Tenant Work Letter to "**the Lease**" shall mean the relevant portions of the Retail Lease to which this Tenant Work Letter is attached as Exhibit "B".

SECTION 1

GENERAL CONSTRUCTION OF THE PREMISES

Landlord shall deliver the base, shell, and core (i) of the Premises and (ii) of the floor of the Building on which the Premises is located (collectively, the "**Base, Shell, and Core**") in its current as-is condition existing as of the Delivery Date. Landlord shall not be obligated to make any alterations or improvements to the Premises or Building.

SECTION 2

TENANT IMPROVEMENTS

2.1 Tenant Improvement Allowance. Tenant shall be entitled to a one-time tenant improvement allowance (the "**Tenant Improvement Allowance**") in the amount of up to, but not exceeding \$85,000.00 to help Tenant pay for the costs of the design, permitting and construction of Tenant's initial improvements which are permanently affixed to the Premises (collectively, the "**Tenant Improvements**"); provided, however, that Tenant must submit the Draw Request (as defined below) to Landlord on or prior to the last day of the sixth (6th) month after the Commencement Date (the "**Outside Date**"), and Landlord shall have no obligation to disburse (i) any portion of the Tenant Improvement Allowance with respect to the costs of any Tenant Improvements incurred by Tenant prior to the date of mutual execution and delivery of the Lease or after the Outside Date, and/or (ii) any portion of the Tenant Improvement Allowance with respect to the Draw Request delivered by Tenant after the Outside Date (or with respect to any other request by Tenant for Landlord to disburse the Tenant Improvement Allowance after the Outside Date). In no event shall Landlord be obligated to make disbursements pursuant to this Tenant Work Letter in a total amount which exceeds the Tenant Improvement Allowance. Tenant shall not be entitled to receive any cash payment or credit against Rent or otherwise for any unused portion of the Tenant Improvement Allowance which is not used to pay for the Tenant Improvement Allowance Items (as defined below).

2.2 Disbursement of the Tenant Improvement Allowance.

2.2.1 Tenant Improvement Allowance Items. Except as otherwise set forth in this Tenant Work Letter, the Tenant Improvement Allowance shall be disbursed by Landlord only for the following items and costs (collectively, the "**Tenant Improvement Allowance Items**");

2.2.1.1 Payment of (i) the fees of the Engineers (as defined below), if and to the extent applicable, and the Architect (as defined below), and (ii) the fees incurred by, and

the cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the Construction Drawings (as defined below);

2.2.1.2 The payment of plan check, permit and license fees relating to construction of the Tenant Improvements;

2.2.1.3 The cost of construction of the Tenant Improvements, including, without limitation, contractors' fees and general conditions, testing and inspection costs, costs of utilities, trash removal, parking and hoists, and the costs of after-hours freight elevator usage (if any).

2.2.1.4 The cost of any changes in the Base, Shell and Core work when such changes are required by the Construction Drawings (including if such changes are due to the fact that such work is prepared on an unoccupied basis), such cost to include all direct architectural and/or engineering fees (if applicable) and expenses incurred in connection therewith;

2.2.1.5 The cost of any changes to the Construction Drawings or Tenant Improvements required by applicable laws and building codes (collectively, "Code");

2.2.1.6 The Coordination Fee (as defined below); and

2.2.1.7 All other costs to be expended by Tenant in connection with the design, permitting and construction of the Tenant Improvements.

2.2.2 Disbursement of Tenant Improvement Allowance. Provided that (i) Tenant is not in default of any of its obligations under the Lease, (ii) Tenant has paid Landlord the first monthly installment of Base Rent pursuant to Section 5.1 of the Lease, and (iii) the Opening Date has occurred and the Premises is open for business to the public, Landlord shall make a one-time disbursement of the Tenant Improvement Allowance following: (A) Tenant's completion of the construction of the Tenant Improvements and provided that Landlord does not reasonably dispute that the Tenant Improvements have been completed in compliance with the "Approved Working Drawings" (as that term is defined below); and (B) Landlord's receipt from Tenant of (1) a request for payment of the "Contractor," as that term is defined in Section 4.1.1 below, approved by Tenant, in a form to be provided by Landlord; (2) invoices from all of "Tenant's Agents," as that term is defined in Section 4.1.2 below, for labor rendered and materials delivered to the Premises; (3) final, unconditional executed mechanic's lien releases from all contractors, subcontractors and other persons or entities designing, permitting and/or constructing of any such Tenant Improvements costing \$5,000.00 or more in the aggregate, which shall comply with applicable laws; (4) a copy of the certificate of occupancy for the Premises; and (5) all other information reasonably requested by Landlord (collectively, the "Draw Request"). Tenant's request for payment shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in Tenant's payment request. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request. Landlord shall only be obligated to make disbursements from the Tenant Improvement Allowance to the extent costs are incurred by Tenant for Tenant Improvement Allowance Items.

2.3 Specifications For Tenant Improvements. Landlord has established specifications (the "**Specifications**") to be used in the construction of the Tenant Improvements in the Premises, which Specifications have been received by Tenant. Landlord may make reasonable changes to the Specifications from time to time.

SECTION 3

CONSTRUCTION DRAWINGS

3.1 Selection of Architect/Construction Drawings. Tenant shall retain the architect (the "**Architect**") approved by Landlord, which approval shall not be unreasonably withheld, to prepare the Construction Drawings; provided, however, no such approval shall be required to the extent Tenant retains Upland Architect as its Architect. If and to the extent required by the town of Wayland or any other applicable governmental authority, Tenant shall retain the engineering consultants designated by Landlord (the "**Engineers**") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, lifesafety, and sprinkler work in the Premises. The plans and drawings to be prepared by Architect and the Engineers (as applicable) hereunder shall be known collectively as the "**Construction Drawings.**" All Construction Drawings shall comply with the drawing format and specifications reasonably determined by Landlord, and shall be subject to Landlord's approval. The Construction Drawings shall be submitted to Landlord for its approval no later than thirty (30) days after mutual execution and delivery of the Lease. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings.

3.2 Final Space Plan. Tenant shall supply Landlord with four (4) copies signed by Tenant of its final space plan for the Premises before any architectural working drawings or engineering drawings (if applicable) have been commenced. The final space plan (the "**Final Space Plan**") shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Space Plan for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly (i) cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require, and (ii) deliver such revised Final Space Plan to Landlord.

3.3 Final Working Drawings. After the Final Space Plan has been approved by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers (if applicable)

to complete the architectural and engineering (if applicable) drawings for the Premises, and cause the Architect to compile a fully coordinated set of architectural, and to the extent applicable, structural, mechanical, electrical and plumbing working, drawings in a form which is complete to obtain all applicable permits for the Tenant Improvements (collectively, the "**Final Working Drawings**"), and shall submit the same to Landlord for Landlord's approval. Tenant shall supply Landlord with four (4) copies signed by Tenant of such Final Working Drawings. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Working Drawings for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly (i) revise the Final Working Drawings in accordance with such review and any disapproval of Landlord in connection therewith, and (ii) deliver such revised Final Working Drawings to Landlord.

3.4 Approved Working Drawings. The Final Working Drawings shall be approved by Landlord (the "**Approved Working Drawings**") prior to the commencement of construction of the Premises by Tenant. After approval by Landlord of the Final Working Drawings, Tenant shall promptly submit the same to the appropriate governmental authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 4

CONSTRUCTION OF THE TENANT IMPROVEMENTS

4.1 Tenant's Selection of Contractor and Tenant's Agents.

4.1.1 The Contractor. A general contractor ("**Contractor**") designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, shall be retained by Tenant to construct the Tenant Improvements; provided, however, no such approval shall be required to the extent Tenant retains Mike Anthony, M.A.G.I.C. P.O. Box 845, Agawam, Massachusetts 01001 as its Contractor.

4.1.2 Tenant's Agents. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "**Tenant's Agents**") must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed; provided that, in any event, Tenant must contract with Landlord's base building subcontractors for any mechanical, electrical, plumbing, life safety, structural, and HVAC work in the Premises. Tenant may use non-union labor ("**Non-Union Labor**") to construct the Tenant Improvements provided that Tenant's use of the Non-Union Labor does not result in any actual disruptions at, or actual disturbances to tenants of, the Building, including, but not limited to, picketing, riots, strikes, and any other protests (each, a "**Labor Disturbance**"). If Tenant's use of the Non-Union Labor results in a Labor Disturbance, then Tenant shall take such action as is reasonably necessary, or reasonably directed by Landlord,

to cause such Labor Disturbance to permanently cease within twenty-four (24) hours of the commencement of such Labor Disturbance and, if Tenant fails to cause such Labor Disturbance to permanently cease within twenty-four (24) hours of the commencement of such Labor Disturbance, then Tenant shall immediately thereafter ceasing using the Non-Union Labor causing such Labor Disturbance and retain only union labor to perform the applicable work.

4.2 Construction of Tenant Improvements by Tenant's Agents.

4.2.1 Construction Contract; Cost Budget. Prior to Tenant's execution of the construction contract and general conditions with Contractor (the "**Contract**"), Tenant shall submit the Contract to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of the construction of the Tenant Improvements, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final costs to be incurred, or which have been incurred, as set forth more particularly in Sections 2.2.1.1 through 2.2.1.8 above, in connection with the design, permitting and construction of the Tenant Improvements to be performed by or at the direction of Tenant or the Contractor (which costs form a basis for the amount of the Contract, if any (the "**Final Costs**").

4.2.2 Tenant's Agents.

4.2.2.1 Landlord's General Conditions for Tenant's Agents and Tenant Improvement Work. Tenant's and Tenant's Agents' construction of the Tenant Improvements shall comply with the following: (i) the Tenant Improvements shall be constructed in strict accordance with the Approved Working Drawings; (ii) Tenant and Tenant's Agents shall not, in any way, interfere with, obstruct, or delay, the work of Landlord's base building contractor and subcontractors with respect to the Base, Shell and Core or any other work in the Building; (iii) Tenant's Agents shall submit schedules of all work relating to the Tenant's Improvements to Contractor and Contractor shall, within five (5) days after Tenant's receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule; and (iv) Tenant shall abide by all rules made by Landlord's Building contractor or Landlord's Building manager with respect to the use of freight, loading dock and service elevators (if any), storage of materials, coordination of work with the contractors of other tenants, and any other matter in connection with this Tenant Work Letter, including, without limitation, the construction of the Tenant Improvements.

4.2.2.2 Coordination Fee. Tenant shall pay a logistical coordination fee (the "**Coordination Fee**") to Landlord in an amount equal to the actual, reasonable, out-of-pocket costs expended by Landlord for third party review of the design and construction of the Tenant Improvements; provided, however, in no event shall the Coordination Fee exceed the product of (i) three percent (3%), and (ii) the sum of the Tenant Improvement Allowance, and any other amounts expended by Tenant in connection with the design and construction of the Tenant Improvements.

4.2.2.3 Indemnity. Tenant's indemnity of Landlord as set forth in the Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount

arising out of the Tenant Improvements and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in the Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any ministerial acts reasonably necessary (i) to permit Tenant to complete the Tenant Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the Premises.

4.2.2.4 Insurance Requirements.

4.2.2.4.1 General Coverages. All of Tenant's Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in the Lease.

4.2.2.4.2 Special Coverages. Tenant shall carry "Builder's All Risk" insurance in the amount of not less than \$120,000.00, and such other insurance as Landlord may require, it being understood and agreed that the Tenant Improvements shall be insured by Tenant pursuant to the Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord, and in form and with companies as are required to be carried by Tenant as set forth in the Lease.

4.2.2.4.3 General Terms. Certificates for all insurance carried pursuant to this Section 4.2.2.4 shall be delivered to Landlord before the commencement of construction of the Tenant Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. If the Tenant Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. All policies carried under this Section 4.2.2.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents, and shall name as additional insureds Landlord's Property Manager, Landlord's Asset Manager, and all mortgagees and ground lessors of the Building. All insurance, except Workers' Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.2.2.3 of this Tenant Work Letter.

4.2.3 Governmental Compliance. The Tenant Improvements shall comply in all respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.4 Inspection by Landlord. Landlord shall have the right to inspect the Tenant Improvements at all times upon at least twenty-four (24) hours' prior written notice (which notice shall not be required in the event of an emergency), provided however, that Landlord's failure to inspect the Tenant Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Tenant Improvements constitute Landlord's approval of the same. Should Landlord reasonably disapprove any portion of the Tenant Improvements due to a deviation of the Tenant Improvements from the Approved Working Drawings or a defect in the Tenant Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in the Tenant Improvements shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists in connection with any portion of the Tenant Improvements and such defect or deviation might adversely affect the mechanical, electrical, plumbing, HVAC or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's leased premises, Landlord may, take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect and/or deviation, including, without limitation, causing the cessation of performance of the construction of the Tenant Improvements until such time as the defect and/or deviation is corrected to Landlord's satisfaction.

4.2.5 Meetings. Commencing upon the execution of the Lease, Tenant shall hold weekly meetings at a reasonable time, with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Tenant Improvements, which meetings shall be held at a location designated by Landlord, and Landlord and/or its agents shall receive prior notice of, and shall have the right to attend, all such meetings, and, upon Landlord's written request, certain of Tenant's Agents shall attend such meetings. In addition, minutes shall be taken at all such meetings, a copy of which minutes shall be promptly delivered to Landlord. One such meeting each month shall include the review of Contractor's current request for payment.

4.3 Copy of "As Built" Plans. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of the Lease, and (C) to deliver to Landlord two (2) sets of sepias of such as-built drawings within ninety (90) days following issuance of a certificate of occupancy for the Premises, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises, if any.

4.4 Coordination by Tenant's Agents with Landlord. Upon Tenant's delivery of the Contract to Landlord under Section 4.2.1 of this Tenant Work Letter, Tenant shall furnish Landlord with a schedule setting forth the projected date of the completion of the Tenant Improvements and showing the critical time deadlines for each phase, item or trade relating to the construction of the Tenant Improvements.

SECTION 5

MISCELLANEOUS

5.1 Tenant's Representative. Tenant has designated John Testa as its sole representative with respect to the matters set forth in this Tenant Work Letter, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Tenant Work Letter.

5.2 Landlord's Representative. Landlord has designated Sharmeen Dossani as its sole representative with respect to the matters set forth in this Tenant Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Tenant Work Letter.

5.3 Time of the Essence in This Tenant Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

5.4 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in the Lease, if an event of default by Tenant of this Tenant Work Letter or the Lease has occurred at any time on or before the substantial completion of the Premises, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of the Tenant Improvement Allowance and/or Landlord may cause Contractor to cease the construction of the Premises (in which case, Tenant shall be responsible for any delay in the substantial completion of the Premises caused by such work stoppage), and (ii) all other obligations of Landlord under the terms of this Tenant Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease (in which case, Tenant shall be responsible for any delay in the substantial completion of the Premises caused by such inaction by Landlord).

EXHIBIT "C"

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Building.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Two keys will be furnished by Landlord for the Premises, and any additional keys required by Tenant must be obtained from Landlord at a reasonable cost to be established by Landlord.

2. All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Premises, unless electrical hold backs have been installed.

3. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building and to exclude from the Building between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on Saturday, Sunday and Holidays (as defined in the Lease) all persons who do not present a pass or card key to the Building approved by Landlord. Tenant, its employees and agents must be sure that the doors to the Building are securely closed and locked when leaving the Premises if it is after the normal hours of business for the Building. Any tenant, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building may be required to sign the Building register when so doing. Access to the Building may be refused unless the person seeking access has proper identification or has a previously arranged pass for access. Landlord and his agents shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building or Project of any person. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Building and/or Project during the continuance of same by any means it deems appropriate for the safety and protection of life and property.

4. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the Building. Safes and other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property in any case. All damage done to any part of the Building and/or Project, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility of Tenant and any expense of said damage or injury shall be borne by Tenant.

5. No furniture, freight, packages, supplies, equipment or merchandise will be brought into or removed from the Building or carried up or down in the elevators (if any), except upon prior notice to Landlord, and in such manner, in such specific elevator, and between such hours as shall be designated by Landlord. Tenant shall provide Landlord with not less than 24 hours prior notice of the need to utilize an elevator for any such purpose, so as to provide Landlord with a

reasonable period to schedule such use and to install such padding or take such other actions or prescribe such procedures as are appropriate to protect against damage to the elevators or other parts of the Building.

6. Landlord shall have the right to control and operate the public portions of the Building and Project, the public facilities, the heating and air conditioning, and any other facilities furnished for the common use of tenants, in such manner as is customary for comparable buildings in the vicinity of the Building.

7. The requirements of Tenant will be attended to only upon application at the management office of the Building or at such office location designated by Landlord. Employees of Landlord shall not perform any work or do anything outside their regular duties unless under special instructions from Landlord.

8. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate with Landlord or Landlord's agents to prevent same.

9. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or agents, shall have caused it.

10. Tenant shall not overload the floor of the Premises, nor mark, drive nails or screws, or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof without Landlord's consent first had and obtained.

11. Except for vending machines intended for the sole use of Tenant's employees and invitees, no vending machine or machines of any description other than fractional horsepower office machines shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

12. Tenant shall not use any method of heating or air conditioning other than that which may be supplied by Landlord, without the prior written consent of Landlord.

13. Tenant shall not use or keep in or on the Premises or the Project any kerosene, gasoline or other inflammable or combustible fluid or material. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other tenants or those having business therein.

14. Tenant shall not bring into or keep within the Project or the Premises any animals, birds, bicycles or other vehicles.

15. Landlord will approve where and how telephone and telegraph wires are to be introduced to the Premises. No boring or cutting for wires shall be allowed without the consent of

Landlord. The location of telephone, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

16. Landlord reserves the right to exclude or expel from the Building and/or Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

17. Tenant, its employees and agents shall not loiter in the entrances or corridors, nor in any way obstruct the sidewalks, lobby, halls, stairways or elevators (if any), and shall use the same only as a means of ingress and egress for the Premises.

18. Tenant shall not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls.

19. Tenant shall store all its trash and garbage within the interior of the Premises. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city in which the Building is located without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as Landlord shall designate.

20. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

21. Tenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed, when the Premises are not occupied.

22. Except as expressly permitted under the Lease, no awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord; provided, however, Tenant shall not be obligated to obtain Landlord's prior written consent with respect to Tenant's use of any blinds located in the Premises as of the Effective Date. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the windowsills. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent and/or of a quality, type, design and bulb color approved by Landlord.

23. The washing and/or detailing of or, the installation of windshields, radios, telephones in or general work on, automobiles shall not be allowed on the Project.

24. The term "personal goods or services vendors" as used herein means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by the Tenant only for the purpose of conducting its business in the Premises. "Personal goods or services" include, but are not limited

to, drinking water and other beverages, food, barbering services and shoeshining services. Landlord reserves the right to prohibit personal goods and services vendors from access to the Building except upon Landlord's prior written consent and upon such reasonable terms and conditions, including, but not limited to, the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Building, the preservation of good order thereon, and the relief of any financial or other burden on Landlord or other tenants occasioned by the presence of such vendors or the sale by them of personal goods or services to Tenant or its employees. Under no circumstance shall the personal goods or services vendors display their products in a public or common area, including corridors and elevator lobbies. If necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Building.

25. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

26. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common with other tenants in the Building, or permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Building. Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises and Building, and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. Landlord shall not be responsible to Tenant or to any other person for the nonobservance of the Rules and Regulations by another tenant or other person. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT "D"

NOTICE OF LEASE TERM DATES

To: _____

Re: Retail Lease dated _____, 20__, between BOS RETAIL 1, LLC, a Delaware limited liability company ("Landlord"), and TESTA RESTAURANT GROUP, LLC, a Massachusetts limited liability company d/b/a Giacomo's Restaurant ("Tenant") concerning Suite ___ on floor(s) _____ of the Building located at _____ [INSERT BUILDING ADDRESS], Wayland, Massachusetts _____.

Ladies and Gentlemen:

In accordance with the Retail Lease (the "Lease"), we wish to advise you and/or confirm as follows:

1. The Delivery Date is _____.
2. The Commencement Date of the Lease is _____.
2. The Expiration Date of the Lease is _____.
3. If the Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Lease.

"Landlord":

BOS RETAIL 1, LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

AGREED TO AND ACCEPTED AS
OF _____, 2018.

"Tenant":

TESTA RESTAURANT GROUP, LLC,
a Massachusetts limited liability company
d/b/a Giacomo's Restaurant

By: _____
Printed Name: John Testa
Title: Manager

EXHIBIT "E-1"

FORM OF CONSENT TO ASSIGNMENT

This Consent to Assignment (this "Agreement") is executed as of _____, 20__ between BOS RETAIL 1, LLC, a Delaware limited liability company ("Landlord"), _____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

RECITALS:

A. Assignor and Landlord entered into that certain Retail Lease dated as of _____, 20__ (the "Lease"), pursuant to which Landlord is leasing to Assignor and Assignor is leasing from Landlord Suite ___ in the office building commonly known as _____ (the "Building") located at _____.

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to assume all of Assignor's obligations under the Lease, subject to the terms and conditions contained herein.

AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Consent. Subject to the terms and conditions contained in this Agreement, Landlord hereby consents to the assignment of the Lease by Assignor to Assignee pursuant to the Assignment of Lease Agreement between Assignor and Assignee, the exact form of which is attached hereto as Exhibit A (the "Assignment"). Landlord's consent contained herein shall not waive its rights as to any subsequent assignment, sublease or other transfer.

2. Assumption of Liabilities. Assignor and Assignee shall be jointly and severally liable to Landlord for all of the obligations of the "Tenant" under the Lease, including, without limitation, Assignor's indemnification obligations, and Landlord may enforce the same directly against Assignee.

3. No Obligations Created. Each of the parties to this Agreement agree and acknowledge that Landlord shall have no obligation or liability under the terms of the Assignment. Without limiting the generality of the foregoing, Landlord shall have no liability (and shall not be bound by) any modifications, deletions or waivers of any provision of the Lease which Landlord has not agreed to specifically in writing. Additionally, Landlord shall have no obligation to give notice of any default under the Lease except to Assignee (and only to the extent required under the Lease) and shall have no obligation to deal with any party other than Assignee with respect to the Lease or the Premises. Assignee hereby releases, acquits and forever discharges Landlord and its agents, employees, officers, directors, partners and affiliates from any and all claims, liabilities and obligations arising out of or in any way related to the Assignment which Assignee or any party claiming by, through or under Assignee now has or may ever have in the future against Landlord

or any of such other parties. Assignee acknowledges that Landlord would not have entered this Agreement without such release.

4. **Indemnification.** To the fullest extent allowed by law, Assignee shall indemnify, defend and hold harmless Landlord from and against any and all loss, liability, attorneys' fees, expenses and claims arising out of any injury to person or damage to property on or about the Premises caused by any act or omission of Assignee, its agents, servants, contractors, employees or invitees.

5. **Condition of Premises.** Landlord makes no representations or warranties, express or implied, concerning the condition of the Premises and Assignee accepts the Premises in its "as-is" condition as of the date hereof.

6. **Subordination.** Assignor hereby subordinates to the interest of Landlord any statutory lien, contractual lien, security interest or other rights which Assignor may claim with respect to any property of Assignee.

7. **Acknowledgment of Deleted Rights.** *[REVIEW LEASE TO DETERMINE WHICH RIGHTS AND OPTIONS TERMINATE IF TENANT SUBLETS OR ASSIGNS ANY PORTION OF THE PREMISES: Neither Assignor nor Assignee shall have any right to (i) extend the term of the Lease pursuant to the Extension Option Rider attached to the Lease, (ii) any first offer space pursuant to Section _____ of the Lease, or (iii) to lease additional expansion space pursuant to Section _____ of the Lease.]*

8. **Conditions Precedent.** The delivery to Landlord of the following items no later than 3:00 p.m. Eastern Time on _____, 20__ shall be conditions precedent to the effectiveness of this Agreement: (a) \$ _____ from Assignor, representing Landlord's attorneys' fees incurred in connection with this Agreement, (b) \$2,500 from Assignor, representing Landlord's administrative fee payable in connection with this Agreement, (c) certificate(s) of insurance from Assignee satisfying all the requirements of the Lease, and (d) a photocopy of the original executed Assignment.

9. **Limitation of Liability.** In addition to any other limitations of Landlord's liability as contained in the Lease, as amended to date, the liability of Landlord to either Assignor or Assignee for any default by Landlord under the terms of the Lease shall be limited to such party's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building and neither Landlord nor any principal or affiliate of Landlord shall be personally liable for any deficiency.

10. **Brokerage.** Neither Assignor nor Assignee has dealt with any broker or agent in connection with the negotiation or execution of the Assignment or this Agreement, other than _____ and _____, whose commission shall be paid by Tenant [CONFIRM] pursuant to a separate written agreement. In no event shall Landlord be liable for any leasing or brokerage commission with respect to the negotiation and execution of the Assignment or this Agreement. Assignor and Assignee shall each jointly and severally indemnify, defend and hold Landlord harmless from and against all costs, expenses, attorneys' fees and other liability for

commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party with respect to the Assignment or this Agreement.

11. **Notices.** All notices and other communications given pursuant to the Lease and this Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, or (c) sent by prepaid telegram, cable, facsimile transmission, or telex followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. Without limiting the provisions of Section 3 hereof, the addressees for notice set forth below shall supersede and replace any addresses for notice set forth in the Lease.

Landlord: _____

Attention: _____
Telecopy No.: _____

With a copy to: _____

Attention: _____
Telecopy No.: _____

Assignor: _____

Attention: _____
Telecopy No.: _____

Assignee: _____

Attention: _____
Telecopy No.: _____

12. **Ratification.** Assignor and Assignee hereby ratify and confirm their respective obligations under the Lease, and represent and warrant to Landlord that, as of the date hereof, they have no defenses thereto. Additionally, Assignor, and Assignee further confirm and ratify that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) neither of such parties has any claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord, Assignor or Assignee.

13. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Agreement shall be binding upon Landlord, Assignor, and Assignee and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail. This Agreement shall be governed by the laws of the state in which the Premises are located.

14. **Amendment; Entire Agreement.** This Agreement shall not be amended or modified except by an instrument in writing signed by all the parties hereto and this Agreement contains all of the agreements, understandings, representations and warranties of the parties with respect to the subject matter hereof.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED as of the date first written above.

LANDLORD:

a

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

ASSIGNOR:

a

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

a

By: _____

Printed Name: _____

Title: _____

EXHIBIT A TO CONSENT TO ASSIGNMENT

[ASSIGNMENT]

[Attached as the immediately following pages.]

EXHIBIT "E-2"

FORM OF CONSENT TO SUBLEASE

This Consent to Sublease (this "Agreement") is executed as of _____, 20__ between BOS RETAIL 1, LLC, a Delaware limited liability company ("Landlord"), _____, a _____ ("Tenant"), and _____, a _____ ("Subtenant").

R E C I T A L S :

A. Tenant and Landlord entered into the Retail Lease dated as of _____, 20__ (the "Lease"), pursuant to which Landlord is leasing to Tenant and Tenant is leasing from Landlord Suite ___ in the office building commonly known as _____ (the "Building") located at _____. Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

B. Tenant desires to sublet the [portion of the] Premises described in Exhibit A attached hereto (the "Subleased Premises") to Subtenant, and Subtenant desires to assume all of Tenant's obligations under the Lease, subject to the terms and conditions contained herein.

A G R E E M E N T :

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Consent. Subject to the terms and conditions contained in this Agreement, Landlord hereby consents to the subletting by Tenant of the Subleased Premises to Subtenant pursuant to the Sublease Agreement between Tenant and Subtenant, the exact form of which is attached hereto as Exhibit B (the "Sublease"). Landlord's consent contained herein shall not waive its rights as to any subsequent assignment, sublease or other transfer.

2. Assumption of Liabilities. Tenant and Subtenant shall be jointly and severally liable to Landlord for all of the obligations of the "Tenant" under the Lease, including, without limitation, Tenant's indemnification obligations, and Landlord may enforce the same directly against Subtenant; however, Subtenant shall be liable to Landlord only for the amount of rent (including any pass-through expenses) agreed to be paid by Subtenant under the terms of the Sublease.

3. No Obligations Created. Each of the parties to this Agreement agree and acknowledge that Landlord shall have no obligation or liability under the terms of the Sublease. Without limiting the generality of the foregoing, Landlord shall have no liability (and shall not be bound by) any modifications, deletions or waivers of any provision of the Lease which Landlord has not agreed to specifically in writing. Additionally, Landlord shall have no obligation to give notice of any default under the Lease except to Tenant (and only to the extent required under the Lease) and shall have no obligation to deal with any party other than Tenant with respect to the

Lease or the Subleased Premises. Nothing in this Agreement or otherwise shall create privity of estate between Landlord and Subtenant, and Subtenant irrevocably waives any claims based on, or alleged to have arisen from, such an estate. Subtenant hereby releases, acquits and forever discharges Landlord and its agents, employees, officers, directors, partners and affiliates from any and all claims, liabilities and obligations arising out of or in any way related to the Sublease which Subtenant or any party claiming by, through or under Subtenant now has or may ever have in the future against Landlord or any of such other parties. Subtenant acknowledges that Landlord would not have entered this Agreement without such release.

4. **Indemnification.** To the fullest extent allowed by law, Subtenant shall indemnify, defend and hold harmless Landlord from and against any and all loss, liability, attorneys' fees, expenses and claims arising out of any injury to person or damage to property on or about the Subleased Premises caused by any act or omission of Subtenant, its agents, servants, contractors, employees or invitees.

5. **Condition of Subleased Premises.** Landlord makes no representations or warranties, express or implied, concerning the condition of the Subleased Premises and Subtenant accepts the Subleased Premises in their "as-is" condition as of the date hereof.

6. **Subordination.** Tenant hereby subordinates to the interest of Landlord any statutory lien, contractual lien, security interest or other rights which Tenant may claim with respect to any property of Subtenant.

7. **[Acknowledgment of Deleted Rights.** Pursuant to Section ___ of the Lease, neither Tenant nor Subtenant shall have any rights to extend the term of the Lease, lease additional space, etc., - review lease to determine which rights and options terminate if Tenant sublets any portion of the Premises.]

8. **Conditions Precedent.** Subtenant's delivery to Landlord of the following items no later than 3:00 p.m. Eastern Time on _____, 20__ shall be conditions precedent to the effectiveness of this Agreement: (a) \$_____ from Tenant, representing Landlord's attorneys' fees incurred in connection with this Agreement, (b) \$2,500 from Tenant, representing Landlord's administrative fee payable in connection with this Agreement, (c) certificate(s) of insurance from Subtenant satisfying all the requirements of the Lease, and (d) a photocopy of the original executed Sublease[, and (e) the original Consent of Guarantor, executed by [name of Original guarantor, if applicable].

9. **Limitation of Liability.** In addition to any other limitations of Landlord's liability as contained in the Lease, as amended to date, the liability of Landlord to either Tenant or Subtenant for any default by Landlord under the terms of the Lease shall be limited to such party's actual direct, but not consequential, damages therefor and shall be recoverable only for the interest of Landlord in the Building and neither Landlord nor any principal or affiliate of Landlord shall be personally liable for any deficiency.

10. **Brokerage.** Neither Tenant nor Subtenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than _____ and _____, whose commission shall be paid by Tenant [CONFIRM] pursuant to

a separate written agreement. In no event shall Landlord be liable for any leasing or brokerage commission with respect to the negotiation and execution of the Sublease or this Agreement. Tenant and Subtenant shall each jointly and severally indemnify, defend and hold Landlord harmless from and against all costs, expenses, attorneys' fees and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through or under the indemnifying party with respect to the Sublease or this Agreement.

11. **Notices.** All notices and other communications given pursuant to the Lease and this Agreement shall be in writing and shall be (a) mailed by first class, United States mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address listed below, (b) hand delivered to the intended addressee, or (c) sent by prepaid telegram, cable, facsimile transmission, or telex followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. Without limiting the provisions of Section 3 hereof, the addressees for notice set forth below shall supersede and replace any addresses for notice set forth in the Lease.

Landlord: _____

Attention: _____
Telecopy No.: _____

With a copy to: _____

Attention: _____
Telecopy No.: _____

Tenant: _____

Attention: _____
Telecopy No.: _____

Subtenant: _____

Attention: _____
Telecopy No.: _____

12. **Ratification.** Tenant and Subtenant hereby ratify and confirm their respective obligations under the Lease, and represent and warrant to Landlord that, as of the date hereof, they have no defenses thereto. Additionally, Tenant, and Subtenant further confirm and ratify that, as of the date hereof, (a) the Lease is and remains in good standing and in full force and effect, and (b) neither of such parties has any claims, counterclaims, set-offs or defenses against Landlord

arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord, Tenant or Subtenant.

13. **Binding Effect; Governing Law.** Except as modified hereby, the Lease shall remain in full effect and this Agreement shall be binding upon Landlord, Tenant, and Subtenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail. This Agreement shall be governed by the laws of the state in which the Subleased Premises are located.

14. **Amendment; Entire Agreement.** This Agreement shall not be amended or modified except by an instrument in writing signed by all the parties hereto and this Agreement contains all of the agreements, understandings, representations and warranties of the parties with respect to the subject matter hereof.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED as of the date first written above.

LANDLORD:

a

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

TENANT:

a

By: _____

Printed Name: _____

Title: _____

SUBTENANT:

a

By: _____

Printed Name: _____

Title: _____

EXHIBIT A TO CONSENT TO SUBLEASE AGREEMENT

DEPICTION OF SUBLEASED PREMISES

[Attached as immediately following page.]

EXHIBIT B TO CONSENT TO SUBLEASE AGREEMENT

[THE SUBLEASE]

[Attached as the immediately following pages.]

EXHIBIT "F"

EXCLUSIVE USE PROVISIONS IN EXISTING TENANT LEASES

Boston Sports Clubs:

Provided Tenant continuously operates the Premises for the Permitted Uses, Landlord agrees that portion of the Retail Development other than the Premises, or other building owned by Landlord or any affiliated entity w/in a 3 mile radius of the Retail Development shall not be leased, subleased, underlet, licensed or permitted to be used or occupied by a person or entity engaged in anyone or more of the following businesses, or any other similar use which shall compete with Tenant named herein: health club, fitness club, exercise studio, karate, judo, yoga, pilates, boxing or martial arts.

ACE:

Subject to existing Shopping Center leases, Tenant shall have the exclusive right to operate a hardware store within the Shopping Center and Landlord agrees not lease any portion of the Shopping Center to any tenant (or otherwise permit use) who devotes more than fifteen (15%) percent of their selling area to any one or combination of the following product categories normally sold in an Ace Hardware stores:

- (i) Paint and stains, painting sundries and supplies, (including canned paint by the gallon, quart and pint, spray paint, varnish, rollers, brushes, etc.);
- (ii) power tools and equipment, (power drills, hammers, saws, sanders, grinders, Dremmel tools, Craftsman branded power tools, attachments and replacement parts for such items; specifically drill bits, sanding paper, grinding wheels etc.);
- (iii) hand tools and accessories, (wrenches, hammers, screwdrivers, pliers, sockets, Craftsman brand tools, and related items);
- (iv) plumbing components, copper, metal, brass and PVC fittings, faucets, rubber and metal washers, hoses, HVAC filters;
- (v) electrical components, (examples include: gang boxes, electrical switches, wall plate covers, conduit, electrical wires, electrical cords, capacitors, breakers);
- (vi) batteries and battery chargers for computers and electronic games and equipment comparable to what is sold in a specialty battery store;
- (vii) live plants and flowers normally sold in garden centers sold in plastic pots and are intended for indoor and outdoor home gardening use, excluding a Florist that sells cut flowers and decorative plants in designed arrangements;
- (viii) gardening and horticultural products and bagged goods, such as dirt top soil, mulch, peat, compost, manure, sand, stone, bricks and cement stones and other related items;
- (ix) wild bird houses, feeders and seed;
- (x) lawn and garden chemicals, tools, and power equipment used for landscaping homes and gardens;
- (xi) outdoor and patio furniture (but excluding a furniture store);

(xii) builder's hardware, including nails, screws, latches, hooks, fasteners of all typical types provided by vendors such as Hillman;

(xiii) barbecues and grills, gas, charcoal and electric;

(xiv) building materials, drywall, plywood, lumber, siding, cement, plaster and mud, fencing, etc;

(xv) propane tank filling and exchanges; and

(xvi) equipment rentals, such as power washers, sprayers, roto-tillers, ditching and trenching, mowers, weed eaters, lawn edgers, etc.

(xvii) ranch and farm supplies including horse tack, animal feed and farm implements

(xviii) window treatments and blinds.

Panera:

Tenant shall have the exclusive right w/in the Retail Development for the sale of bagels, baked goods, breads, salads, sandwiches, soups, blended beverages, coffee and tea (the "Exclusive Items"). The Exclusive Use shall not include the sale of prepackaged foods.

Landlord shall not: (i) enter into any lease permitting any tenant to operate, as a primary part of their business a bakery-café type/style restaurant or (ii) give its consent to any existing tenant (if Landlord has the right to consent to the change in such tenant's use) that is requesting to operate as a primary part of their business a bakery-café type/style restaurant.

Tenant shall also have the exclusive right to sell food products w/in the building in which the Premises are located. In addition, Landlord shall not lease space to a gym or health club greater than 2,500 SF w/in the building in which the Premises are located or w/in 300 feet of the Premises.

Exclusions: The sale of the Exclusive Items from the grocery store Premises or, on an incidental basis, by any tenant or occupant. Incidental basis shall utilize the lesser of (i) ten percent (10%) of the sales area of the tenant's or occupant's Premises; or (ii) not more than 250 SF of the sales area of the tenant's or occupant's Premises. Landlord shall have the right to lease space in the Retail Development to (i) full

service or family style restaurants; (ii) tenants who serve primarily non-deli ethnic cuisine (such as, for example only, Asian, Mexican or Italian); (iii) one (1) sandwich shop (such as Subway) occupying less than 1,250 SF; or (iv) restaurants serving primarily hamburgers.

The Local:

Exclusive use for a full service restaurant serving casual American pub style food.

Takara:

Exclusive use as an Asian cuisine restaurant

Supercuts:

Exclusive use for the operation of a value-priced hair salon or value-priced barber shop (such as, by way of example, Hair Cutery).

Town Center Orthodontics:

Exclusive use for a business providing orthodontic services as its primary business operation.

Sperry's / Sperry Beer & Wine (Eastbrook, Inc.):

Exclusive use for the sale of wine, beer and alcoholic beverages for off-premises consumption.

Meldrum Wellness Wayland LLC:

Exclusive use for therapeutic massage services as follows: "Landlord shall not enter into any lease for use principally (meaning 20% or more of such tenant's gross revenues on an annual basis) for therapeutic massage services (such as Massage Hwy, Massage Heights or Hand and Stone) . . . but this provision (i) shall not preclude the Landlord from entering into any other lease with a tenant where therapeutic massage services are ancillary (meaning less than 20% of such tenant's gross revenues on an annual basis) to such other tenant's principal and primary use (such as Green Tangerine or Elizabeth Grady) . . ."

Mattress Firm / Sleepy's:

Exclusive right within the Retail Development to operate a retail store for purposes of selling mattresses and box springs. Additionally no other tenant to have "Mattress" in their name.

Anton's:

Landlord shall not lease other space at the Center for a dry-cleaning drop store or dry-cleaning plant. Tenant acknowledges that Stop & Shop Lease does not the tenant thereunder from operating a dry-cleaning drop store or dry-cleaning plant.

Beth Israel:

So long as Tenant uses the Premises for the purposes of operating primarily a family medicine or primary care medical practice, LL agrees not to lease commercial space in the Building to any other tenant for the purposes of operating primarily a family medicine or primary care medical practice; provided, however, the foregoing shall not preclude LL from leasing space to other medical tenant's.

Ahmaari Jewelers Inc.:

Section 4.2 Exclusive Use Rights. During the Term of the Lease, for so long as Tenant is not in default, Tenant shall have the exclusive right within the Shopping Center to operate a retail store primarily for purposes of selling fine jewelry; provided, however, the foregoing exclusive shall not apply with respect to any existing lease that does not prohibit such use, nor shall the foregoing exclusive prohibit another tenant from incidental sales of jewelry.

Bosh / Dr. Boch:

During the Term of the Lease, for so long as Tenant is not in default and is using the Premises for the purposes of operating a periodontics office (the branch of dentistry concerned with the structures surrounding and supporting the teeth), Landlord agrees not to lease space w/in the Building to any other tenant in less than 5,000 SF of space whose primary use is periodontics, oral surgery, or surgical replacement of dental implants; provided, however, the foregoing shall not preclude Landlord from leasing space to other medical or dental tenants generally, to a dental lab, general dentist, or other specialty dentist, such as pediatric, orthodontic, or endodontic.

Dr. Lavigne:

During the Term of the Lease, if Tenant is not in default and is using the Premises for the Permitted Use only, Landlord agrees not to lease space w/in the Building or elsewhere w/in the lots or parcels delineated on the Site Plan as the Retail Development to any other tenant whose primary use is general dentistry and prosthodontics; provided, however, the foregoing shall not preclude Landlord from leasing space to other medical or dental tenants generally, to a dental lab, or other specialty dentist, such as podiatric, orthodontic, or endodontic, or to a replacement for a current tenant operating for a similar use, such as Jason A. Boeh DMD LLC.

Joint Ventures:

So long as Tenant uses the Premises for the purposes of operating primarily a physical therapy facility, Landlord agrees not to lease space w/in the Building or elsewhere w/in the lots or parcels delineated on the Site Plan as the Retail Development to any other tenant for the purposes of operating physical therapy facility; provided, however, the foregoing shall not preclude LL from leasing space to other medical tenants, to a gym or personal training facility or to a firm offering massage services.

Wayland Physicians:

8.3. Exclusive Use. Landlord hereby agrees that, subject to the conditions set forth below in this Section 8.3, and so long as (a) Tenant is not in default of any of its obligations under this Lease, (b) Tenant has not assigned this Lease, (c) Tenant has not subleased the Premises, and (d) the Premises are being used solely for the Permitted Use, Landlord shall not, during the initial Lease Term (but not any extension thereof), enter into any direct lease of space

in the Building to any entity whose primary use within such space in the Building is the operation of a Concierge Medical Practice (as defined below). Tenant specifically acknowledges and agrees that the Building is a medical building and Landlord shall have the right to lease to medical practices without violating this provision and without Tenant's consent so long as such medical practices do not constitute a Concierge Medical Practice. For purposes of this Lease (including this Section 8.3), a "Concierge Medical Practice" shall mean a medical practice in which the patients pay an annual fee or retainer. Landlord's agreement to restrict the use as set forth hereinabove is specifically subject to all existing and subsequently adopted laws which prohibit or modify such restriction and shall not apply to any existing tenant's lease of space in the Building (including, without limitation, the Beth Israel Lease [as defined below]) or any sublease or assignment thereof. In addition, the foregoing restriction shall be of no further force or effect if at any time during the Lease Term the original Tenant executing this Lease (the "Original Tenant") is not in physical occupancy of the entire Premises.

National Urgent Care Holdings, Inc.:

Section 4.2. Non-Compete. Subject to existing leases, during the Term of the Lease, for so long as Tenant is not in default beyond the applicable notice and cure periods and is actively using the Premises for the Permitted Use; (i) Landlord agrees not to permit or approve use or occupancy of any portion of the Retail Development as an urgent care facility; and, (ii) Landlord will not consent to any other tenant advertising as a walk in medicine or urgent care facility. The foregoing restrictions, however, shall not apply to any leases entered into while Tenant is not operating, if Tenant has ceased as a primary business the operation of an urgent care facility for sixty (60) days or more except in the event of a casualty or force majeure, or to any leases entered into while Tenant is in default under this Lease

beyond any applicable notice or cure periods.

AT&T:

Section 4.2 Exclusive Use Rights. Tenant shall have the exclusive right within the Shopping Center to provide, offer, service and/or sell the following goods and services to the public: communication products and services including, but not limited to wireless communications products and services, long and local distances products and services; cable television products and services, Internet access products and services, and any substitutes which are the technological evolution of the foregoing (collectively "Tenant's Exclusive Products and Services"). Notwithstanding anything in this Lease to the contrary, however, the foregoing exclusive shall not apply to any present tenant whose lease may not prohibit such use. In the event Landlord violates or permits the violation of any

Femiluxe Nails, Inc.:

Section 18.20. Restriction. Provided that, and for so long as, the Tenant operates the Premises in accordance with all of the terms, provisions and conditions of this Lease for the Restricted Use (as hereinafter defined) and is not otherwise in default hereunder, and is open and operating for the Restricted Use Landlord agrees (insofar as, to the extent, and for such period of time as applicable law shall permit the same) that the Landlord or any successor or assign will not enter into any lease at the Shopping Center for use principally as a nail salon (the "Restricted Use"), but this provision shall not apply to space leased to a tenant or occupant as of the date hereof, or their permitted successors, assigns, or sublessees, that does not restrict the use of such premises for the Restricted Use. As of the date of this Lease, Landlord has not leased any space at the Shopping Center for use principally as a nail salon. If Landlord violates this provision, Tenant shall have the right of injunctive relief in any court of competent jurisdiction.

GNC:

Section 2.11 Exclusive Use

Landlord covenants and agrees that, subsequent to the execution of this Lease, Landlord shall not enter into any new leases with other tenants or sublessees in the Shopping Center (including temporary leases, kiosks and carts), which contain a use clause permitting the tenant to sell for the primary purpose, health foods, vitamins, mineral and herbal supplements or sports nutrition supplements (the "Restricted Business"), nor permit any tenant to conduct the Restricted Business in violation of such tenant's use clause, provided that Tenant is open and operating its Premises for such uses and is not in default under this Lease beyond any applicable cure period. "Primary purpose" shall be defined as a store selling the aforesaid items within an area which occupies in excess of the lesser of: (a) five percent (5%) of its floor area or (b) one hundred (100) square feet of floor area. Should Landlord violate this covenant, Tenant shall have the right, at its option, to: (i) enjoin the violation; (ii) pay 50% of minimum annual rent and all additional rent until such time that the violating store closes or ceases such operation that violates this Section 2.11; or (iii) terminate the Lease and recover the unamortized portion of the original leasehold improvements less the Construction Allowance. If any tenant shall conduct the Restricted Business in violation of such tenant's use clause, Landlord shall promptly commence appropriate legal proceedings and vigorously prosecute the same to enjoin and prohibit any such violation but in such event Tenant shall continue to pay 100% of minimum annual rent and all additional rent and shall have no right to terminate the Lease for a period up to 120 days. If any such tenant conducts the Restricted Business in violation of tenant's use clause in excess of 120 days, then Tenant shall have the right at its option to (i) pay 50% of minimum annual rent until such time that the violating store ceases such operation that violates the Restricted Business or (ii) terminate the Lease and recover the unamortized original leasehold portion of the improvements less the Construction Allowance. If Landlord fails to commence such proceedings or fails thereafter to prosecute the same, Tenant shall have the right to conduct and prosecute such legal proceedings (including an action for injunctive relief) in its own name and Landlord agrees to cooperate with Tenant with respect to such prosecution. This exclusive provision shall not apply to tenants open and occupying in excess of 30,000 contiguous square feet operating under a single trade name and any existing leases.

Should this provision become null and void to the extent that it is prohibited by any law, ordinance or regulation, the parties will proceed to renegotiate this provision so as to achieve compliance with such law, ordinance or regulation.

Lauren Craig Salon, LLC:

Section 18.20. Restriction. Provided that, and for so long as, the Tenant operates the Premises in accordance with all of the terms, provisions and conditions of this Lease for the Restricted Use (as hereinafter defined) and is not otherwise in default hereunder beyond all applicable notice, grace and cure periods, and is open and operating for the Restricted Use, Landlord agrees (insofar as, to the extent, and for such period of time as applicable law shall permit the same) that the Landlord or any successor or assign will not enter into any lease at the Shopping Center for use principally for an upscale full service hair salon (the "Restricted Use"), but this provision shall not apply (i) to a tenant or occupant as of the date hereof, or their permitted successors, assigns or sublessees, operating in the Shopping Center under a lease that does not restrict the use by such tenant or occupant for the Restricted Use, or (ii) to Supercuts, its successors and assigns, or a similar value-priced hair salon or barber shop. Landlord represents and warrants that as of the date hereof only Stop & Shop is not restricted as to the use for which it may use its leased premises; provided however if Stop & Shop terminates its lease during the Term of this Lease and is not replaced by a supermarket or department store that occupies substantially all of the space currently occupied by Stop & Shop, then the Restricted Use provision set forth herein shall apply to such space. If Landlord violates this provision, Tenant shall have all remedies at law and in equity, including without limitation, the right of injunctive relief in

any court of competent jurisdiction and/or to commence and prosecute an action against Landlord or any other violator for damages. If any person or entity other than Landlord shall violate the exclusive rights set forth herein, Landlord shall promptly commence appropriate legal proceedings and prosecute the same, to enjoin and prohibit such violation. If Landlord fails to promptly commence such proceedings, or shall fail thereafter to vigorously prosecute the same, then Tenant shall have the right (a) to conduct and prosecute such legal proceedings, including without limitation an action for injunctive relief in its own name at Landlord's reasonable expense, or (b) in the event the right set forth in (a) above is not permitted to be exercised under applicable law, to conduct and prosecute such legal proceedings in the name of Landlord, at Landlord's reasonable expense, and Landlord shall cooperate with Tenant with respect to such prosecution, including without limitation by executing any documentation or authorization reasonably required by Tenant in connection with such prosecution and by appearing at any hearing or trial with respect to such prosecution. The rights granted to Tenant under this Section 18.20 shall inure to the benefit of any assignee of Tenant's interest in this Lease and to any sublessee of the Premises.

Petco:

10. (a) NON-COMPETITION

Landlord covenants and agrees that during the term of this Lease, Tenant shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, and veterinary services in the Shopping Center and Retail Development except for (i) the existing Stop & Shop (or its like replacement, meaning a first quality national or regional grocery store (tenant operating in thirty thousand (30,000) square feet or more of the Stop & Shop premises), and (ii) incidental sales (meaning the sale or display for sale of such items or services, not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of such tenant's floor area). This covenant shall run with the land on which the Shopping Center and Retail Development is located so long as the Premises are used and open and operating (subject to temporary disruptions for alterations, casualty, condemnation or any other reason beyond Tenant's reasonable control), as a pet food and supply store. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, for any competing tenant, sub-tenant, assignee or user. Landlord agrees at its sole cost and expense to promptly and continuously enforce this non-competition covenant using all reasonable legal means. Should Landlord violate the provisions of this covenant or a tenant or occupant operates its premises in the Shopping Center or Retail Development in violation of Tenant's exclusive rights (subject to the last sentence of this Paragraph 10(a)), in addition to the right to seek injunctive relief, Tenant shall have the right to: (i) reduce the Base Rent to three percent (3%) of Gross Sales (as hereinafter defined) for the entire period of the violation; and/or (ii) terminate this Lease upon thirty (30) days' advance Notice. As used in this Lease, the term "Gross Sales" means all sales, both cash and charge, of merchandise and services made in, upon or from the Premises, including telephone sales and orders taken in or from the Premises although such orders may be filled elsewhere, less refunds and allowances to the customer, but excludes any taxes, returned items, interest, service or carrying charges, sales to Tenant's employees, amounts written off as bad debts, sales not in the ordinary course of Tenant's business, and postage, handling and shipping charges. During any period of reduced Base Rent, Tenant shall remain liable for all additional rent payment obligations. Should another tenant in the Shopping Center violate

this covenant without the consent of Landlord, Landlord agrees at its sole cost and expense to promptly and continuously enforce this non-competition covenant using all reasonable legal means and in such event Tenant shall not have the right to reduce the Base Rent or to terminate this Lease so long as Landlord is diligently enforcing this non-competition covenant using all reasonable legal means.

Jos. A. Bank Clothiers, Inc.:

Section 4.2 Exclusive Use Right(s).

(a) Tenant shall have the exclusive right within the Shopping Center to sell primarily men's business apparel; provided, however, the foregoing exclusive shall not apply to (i) any tenant occupying more than 20,000 sf of space or (ii) any present tenants whose leases may not prohibit such use. Landlord shall take commercially reasonable steps to enforce the foregoing exclusive; in the event Landlord violates or permits violation of the foregoing exclusive, then the monthly minimum base rent only shall be reduced by 50% for as long as such violation continues. The primary sale of men's business apparel means more than 25% of the floor area or more than one thousand (1,000) square feet of floor area within a store in the Shopping Center is dedicated to the sale of men's business apparel.

(b) Subject to subsection (a)(i) and (ii), above, Landlord covenants and agrees that it shall not lease space within the Shopping Center for the following purposes: a warehouse or manufacturing operation; an establishment selling new or used cars, tractor trailer trucks, mobile homes or similar motorized vehicles (but this shall not preclude businesses that sell scooters or mopeds or the like); a billiard hall, carnival, bowling alley, skating rink, amusement park, or other sports facility; an auditorium, a pinball, video game arcade; a gambling or betting office; a massage parlor (but the foregoing language shall not preclude businesses that provide therapeutic massage services - such as those now operated under the trade name "Massage Envy", so long as no sexually explicit services are provided therein), a cinema within 200' of the Premises, video store or bookstore exhibiting material of a pornographic nature; a "disco" or other dance hall; a hair salon (in any space adjoining Tenant's premises only); or for any illegal purpose.

Coldwell Banker:

8.2. Exclusive Use. Landlord hereby agrees that, subject to the conditions set forth below in this Section 8.2, and so long as (i) Tenant is not in default of any of its obligations under this Lease after the expiration of the applicable notice and cure period, (ii) Tenant has not assigned this Lease other than to an Affiliate (as defined in and pursuant to the provisions of Section 14.4 below), (iii) Tenant has not subleased the Premises (other than to an Affiliate), and (iv) the Premises are being used solely for the Permitted Use, Landlord shall not, during the initial Term (but not any extension thereof), enter into any direct lease of space in the Project or permit any assignment or sublease or change in use of any lease in the Project (to the extent that Landlord has the right in such lease to disapprove such assignment or sublease or such change in use solely on the criteria that such assignment or sublease or such change in use violates an exclusive use right held by another tenant) to any entity whose primary use within such space in the Project is the operation of a residential real estate brokerage business, an escrow company with a primary focus on residential real estate or a title company with a primary focus on residential real estate (collectively, "Tenant's Exclusive Use"). For purposes of this Lease, any entity's use of space in the Project shall be deemed the operation of a residential real estate brokerage business, an escrow company with a primary focus on residential real estate or a title company with a primary focus on residential real estate if thirty-five percent (35%) or more of such entity's gross revenues are derived from its operation of a residential real estate brokerage business, an escrow company with a primary focus on residential real estate or a title company with a primary focus on residential real estate. Landlord's agreement to restrict the use as set forth hereinabove shall not inhibit or reduce any rights of existing tenants at the Project as of the date of this Lease (or any person or entity claiming by, through or under such existing tenants at the Project, including, without limitation, subtenants (collectively, "Claimants")) from operating Tenant's Exclusive Use within their space at the Project during the term of such tenants' (or Claimants') leases (as such leases may be amended, renewed or extended from time to time). In addition, the foregoing restriction shall be of no further force or effect if at any time during the Term the original Tenant executing this Lease (the "Original Tenant") (or any Affiliate (as the case may be) is not in physical occupancy of at least eighty percent (80%) of the Premises.

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Stop & Shop:

Section 9.2. Restrictions on Other Premises.

Section 9.2 (a). Except as specifically provided to the contrary below, the other premises in the Shopping Center shall only be used for lawful retail purposes. For purposes hereof, a "retail purpose" shall mean and include mail-order catalog store operations of the J.C. Penney type, banks, finance company businesses, service and self-service laundry businesses, drop-off/pick-up dry cleaning businesses (but no on-premises dry cleaning shall be permitted), shoe repair shops, barber shops, beauty shops, and real estate brokerage, stock brokerage and insurance brokerage businesses, and (subject to the provisions of Section 9.2(h)(iii) below) health salons, health spas, health clubs, day spas, gymnasiums, fitness centers or any similar businesses, as well as ordinary retail businesses selling and/or leasing merchandise. Furthermore, notwithstanding anything to the contrary contained in this Section 9.2 or any other provision of this lease, not more than twelve (12) housing units may be located above retail businesses located in the area marked "Housing Area" upon Exhibit A.

Section 9.2 (b). During such time as any part of the demised premises shall be used or occupied for the conduct of a food supermarket business, or for a combination food/general merchandise business, or for the sale of food products for off-premises consumption, Landlord shall not lease, use or permit to be used any other portion of, or premises in, the Shopping Center for the conduct of a food supermarket business or for the operation of a so-called club store commonly known as warehouse clubs, membership clubs, and/or wholesale clubs (such as BJ's, Sam's Club, or Costco) (a "*Warehouse Club Store*"), or otherwise for the sale of any food products for off-premises consumption (whether by humans or animal), except that Landlord may permit the sale of food items and the conduct of businesses engaged in food sales, as follows:

Section 9.2 (b) (1) Notwithstanding any of the rights granted to Landlord below, the following restrictions shall apply to the portion of the Shopping Center designated as "Tier I" upon Exhibit A ("Tier I") and as "Tier II" upon Exhibit A ("Tier II"):

No restaurant of any type may be located within Tier I.

No cheese shop or wine and cheese shop may be located within Tier I, but a wine shop which does not sell cheese may be located within Tier I.

[EXHIBIT CONTINUES ON FOLLOWING PAGE]

No restaurant containing more than thirty-five (35) customer seats may be located within Tier II.

Not more than three (3) restaurants may be located within Tier II.

A restaurant of the type now operated by Panera Bread may not be located within Tier II.

No bakery may be operated within Tier I or Tier II.

No greeting card store shall be operated within Tier I or Tier II.

No florist shall be operated within Tier I or Tier II.

Section 9.2 (b) (ii) an ice cream store business of the kind now operated under the name "Friendly" or "Baskin Robbins," and a frozen yogurt business of the kind now operated under the name "TCBY" may be operated in the Shopping Center and may sell ice cream and ice cream products and frozen yogurt and frozen yogurt products for off-premises consumption; and

Section 9.2 (b) (iii) a candy store business may be operated in the Shopping Center and may sell bulk and packaged candies and nuts for off-premises consumption; and

Section 9.2 (b) (iv) a package liquor store business may be operated in the Shopping Center and may sell alcoholic beverages for off-premises consumption only, and, as an ancillary part of its business, may sell cocktail ingredients, such as syrups and carbonated beverages, and cocktail snacks, such as pretzels, potato chips and nuts, for off-premises consumption only (provided, however, that a package liquor store business shall not be operated in the Shopping Center if such operation precludes Tenant from obtaining a license to sell beer or beer and wine in the demised premises); and

[EXHIBIT CONTINUES ON FOLLOWING PAGE]

Section 9.2 (b) (v) the premises designated upon Exhibit A as "Drug Store" shall be subject to the following restriction with respect to the sale of food: "... no portion of the 'Leased Premises' [which, for the purposes hereof, shall mean the premises so designated as "Drug Store"] shall be used for the conduct of a food supermarket business or for the sale of any food products for off-premises consumption (whether by humans or animals), except that so long as no exterior sign upon the Leased Premises shall indicate that there is a 'food mart' or any similar type of operation within the Leased Premises, 'Tenant' [which, for the purposes hereof, shall mean the tenant of the premises designated upon Exhibit A as "Drug Store"] may sell food items for off-premises consumption by humans and/or animals so long as not more than a total of one thousand five hundred (1,500) square feet of the floor area of the Leased Premises shall be used for the sale (including display) and storage (except for storage in any stock rooms or other stock areas not present in the sales areas of the Leased Premises) of food items (excluding from the definition of food items the following products: candy, chewing gum, nuts, snack food, baby food, baby formula, vitamins, dietary supplements, and diet drinks and shakes of the sort used for meal replacement, as opposed to diet soft drinks); and provided further that, except to the extent expressly permitted below, no floor area at the Leased Premises may be used for the sale (including display) and storage of any of the following categories of food items: a) fresh fruit, fresh vegetables, and/or other fresh produce; b) baked goods or bakery items (other than pre-packaged baked goods); c) meat, poultry, fish and delicatessen items (other than prepackaged items); and d) no more than 250 square feet shall be used for the sale of dairy products (including but not limited to milk, ice cream and ice cream novelty items, yogurt, butter and butter substitutes, and cheese);

Section 9.2 (b) (vi) a pet shop may devote not more than 200 square feet of selling space for the sale and display of pet foods;

Section 9.2 (b) (vii) a bakery selling primarily breads and cakes may be operated in the Shopping Center, so long as the same shall not contain more than one thousand eight hundred (1,800) square feet of floor area. For purposes of this lease a "bakery" shall not be deemed to include any restaurant the principal business of which is the sale of food and beverages, including baked goods, for on-premises consumption;

Section 9.2 (b) (viii) restaurants of the types permitted pursuant to Section 9.2 (h) (v) below may sell food and beverages for on-premises consumption and take-out orders of prepared

[EXHIBIT CONTINUES ON FOLLOWING PAGE]

food and beverage items which are also sold therein for on-premises consumption and which are ready for immediate consumption without further preparation; provided, however that except with respect to restaurants whose principal business is the sale of submarine-style sandwiches (by way of example only, Subway or Quizno's), pizza, hamburgers, tacos and/or other Mexican/Tex Mex specialty foods, and except with respect to Chinese, Indian, Japanese and/or Pan Asian restaurants, the sale of such take-out items shall be only an incidental part of the business thereof; and

Section 9.2 (b) (ix) a catering business containing not more than two thousand five hundred (2,500) square feet of floor area may be operated in any portion of the Shopping Center other than Tier I and Tier II, provided that said catering business shall not be operated as part of a national chain of catering businesses and the same shall be a "high-end caterer," which is hereby defined as an establishment selling prepared meals for off-premises consumption of a higher quality than those sold under the name "Boston Market;" and in any event, any catering business which on a regular basis provides wait staff or other personnel who serve meals sold by it at the customer's home or business location shall be deemed to be a high-end caterer. Nothing contained in this Section 9.2(b)(ix) shall be deemed to prohibit full-service restaurants or other retailers which are permitted to be operated in the Shopping Center from offering catering services as an incidental part of their businesses.

Section 9.2 (c). During such time as Tenant or anyone claiming under Tenant shall use or occupy any portion of the demised premises for a drug store, or for a pharmacy, or for the sale of health and beauty aids, Landlord shall not lease, use, or permit to be used any other portion of or other premises in the Shopping Center or Landlord's Adjacent Land for:

Section 9.2 (c) (i) the conduct of a drug store, or for a pharmacy, or for a health and beauty aid business; provided, however, that the operation of cosmetics stores which do not sell the same brands of cosmetics that are typically sold in supermarkets and drug stores, such as those now operated under the names "Sephora," "Ulta," "Aveda," "Bath and Body Works" and "Green Tangerine" shall be permitted; or

Section 9.2 (c) (ii) the sale, display or advertising of drugs, medicines, or hospital or "sickroom" supplies or equipment; or

Section 9.2 (c) (iii) except as permitted pursuant to the provisions of Section 9.2(b)(i) above, the conduct of a business consisting principally of the sale of perfumes, cosmetics, vitamins, "patent" or "proprietary" medicines (described above) or "sundries" of the types commonly sold in drug stores, or of any combination of the foregoing, whether operated on a discount or limited price or regular price basis, and whether on a self-service or service basis; or

Section 9.2 (c) (iv) the conduct of a business consisting principally of the sale of greeting cards, gift wrapping and "party goods," so-called; provided, however, that one greeting card store shall be permitted so long as the same shall not contain more than ten thousand (10,000) square feet of floor area, stationary stores such as those now operated under the names "Blue Tulip" and "Papyrus" shall be permitted, and one party goods store shall be permitted.

It is expressly understood and agreed, however, that the provisions of this Section 9.2 (c) shall not be applicable to a drug store operated in the premises designated upon Exhibit A as "Drug Store."

Section 9.2 (d). Intentionally Omitted

Section 9.2 (e). During such time as Tenant or anyone claiming under Tenant shall use or occupy any portion of the demised premises for the sale of live or cut flowers and/or live plants, Landlord shall not lease, use, or permit to be used any other portion of, or other premises in, the Shopping Center for the sale of live or cut flowers and/or live plants; provided, however, that one high end, full service florist shop containing not more than two thousand five hundred (2,500) square feet of floor area shall be permitted.

Section 9.2 (f). Intentionally Omitted

Section 9.2 (g). Intentionally Omitted

Section 9.2 (h). In order to insure that the parking areas of the Shopping Center shall not be overburdened and to preserve the character of the Shopping Center as an active center of retail trade offering a variety of retail goods and retail services capable of attracting the widest possible spectrum of shoppers, Landlord agrees that during such time as more than fifty percent (50%) of the floor area of the demised premises is used or occupied for the conduct of a "retail business," so-called, no other part of or other premises in the Shopping Center shall be used for any one or more of the following:

Section 9.2 (h) (i) for the conduct of a business operation which regularly or with significant frequency sells merchandise of the types or qualities now commonly known as "odd lot," "close out," "clearance," "discontinued," "cancellation," "second," "factory reject," "sample," "floor model," "demonstrator," "obsolescent," "over-stock," "distressed," "bankruptcy," "fire sale" or "damaged"; provided, however, that nothing contained in this Section shall be deemed to prohibit the operation in the Shopping Center of stores under the following trade names, as such stores are operated on the date hereof: TJ Maxx, Marshall's, Fashion Bug, Dots, A.J. Wright, Loehmann's, Ocean State Job Lot, and Men's Wearhouse; or

Section 9.2 (h) (ii) for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors, or

Section 9.2 (h) (iii) for the operation of a health salon, health spa, health club, day spa, gymnasium, fitness center or any similar business within Phase I of the Shopping Center; provided, however, that one work-out operation for women of the type now operated under the name "Curves" and one children's play operation of the type now operated under the name "Gymboree" shall be permitted in Phase I of the Shopping Center so long as such work-out operation is not located within Tier I, and so long as said children's play operation is not located within Tier I or within Tier II; and provided further that nothing herein contained shall be deemed to prohibit the operation of so-called "day spas" similar to those now operated under the trade name "Belle Sente" and/or businesses which provide therapeutic massage services similar to those now operated under the trade name "Massage Envy," so long as no sexually explicit services are provided therein (such as are provided in a so-called "massage parlor") and so long as none of them are located within Tier I or Tier II; or

Section 9.2 (h) (iv) for the operation of a motel, hotel, lodging or other temporary or permanent living facility (other than the housing units described in Section 9.2(a) above); or

Section 9.2 (h) (v) for a restaurant business or alcoholic beverage business ("*bar*") of the following types: (A) a "car-hop" or "carry-out" restaurant business whose customers consume food items sold for off-premises consumption while such customers are occupying vehicles parked on the Common Facilities of the Shopping Center, or (B) a banquet hall business which serves its guests on a special, catered basis as distinguished from a restaurant business open to the public at large on a random basis, or (C) a restaurant-bar business which serves alcoholic beverages for on-premises consumption to customers who do not consume the beverages in question as a part of their meals (but family-style restaurants with incidental bar areas, such as those now operated under the names "Ninety Nine," "Chili's" and "Applebee's" shall be permitted); or

Section 9.2 (h) (vi) for any "*amusement operation*," so-called, which term shall mean and include any activity consisting wholly or in substantial part of the furnishing of entertainment or amusement facilities, regardless of whether as a business or as a part or aspect of a business (including, without limitation, off-track betting parlors, movie theaters or other types of theaters, bowling alleys, billiard parlors, bingo parlors or any establishment conducting games of chance, amusement arcades or "penny arcades," so-called; amusement games or devices (electronic or otherwise), dancehalls, "discos," so-called; so-called "strip shows," and live entertainment of any kind); or for a "massage parlor," so-called or the business of the sale of so-called "adult" material such as, without limitation, magazines, books, movies, video software and photographs (which shall not be deemed to preclude any family-type general interest book or video store such as "Borders Books" or "Blockbuster" or "Hollywood Video" from selling such items incidental to their businesses); or

Section 9.2 (h) (vii) for any automobile or truck or other motor vehicle (including equipment pulled by any such vehicles) sales, rental, storage, showroom, service, fueling, washing, or repair operation; or

[EXHIBIT CONTINUES ON FOLLOWING PAGE]

Section 9.2 (h) (viii) for any business using outdoor space in its regular operations, such as lumber yards, boat sales yards and the like; or

Section 9.2 (h) (ix) for any office or storage operations (a) except office and storage operations which are a part of the conduct of a retail business in the Shopping Center, (b) except that up to ten thousand (10,000) square feet of second floor area located above retail stores may be used for general office purposes, and (c) except that second floor area located above retail stores which are not within Tier I or Tier II may be used for storage which is not part of the conduct of a retail business in the Shopping Center, but such storage shall not be used by any manufacturing, light manufacturing, industrial or moving businesses; or

Section 9.2 (h) (x) for a so-called "flea market;" or

Section 9.2 (h) (xi) for a medical office, a rehabilitative or treatment facility, or a so-called "health clinic," "medical clinic," "urgent or emergency care facility," or "walk-in care facility;" provided, however, that an optical store which includes an optician's office shall be permitted, and doctor's and dentist's offices may be located anywhere in the Shopping Center outside of Tier I and Tier II; or

Section 9.2 (h) (xii) for a veterinary care facility or animal clinic; or

Section 9.2 (h) (xiii) for a house of worship; or

Section 9.2 (h) (xiv) for a training or educational facility, which for purposes hereof shall include a beauty school, barber school, computer school, college or university, school extension program, technical school, library, reading room, place of instruction, or any other activity, facility, school or program catering primarily students or trainees, as opposed to shoppers; provided, however, that tutoring businesses of the type now operated under the names "Sylvan Learning Center," "Huntington Learning Center," "Kaplan," "and "Score" may be operated in the Shopping Center, so long as each such tutoring business shall contain not more than three thousand (3,000) square feet of floor area, not more than four (4) such tutoring businesses shall be operated in the Shopping Center at any one time, and not more than three thousand (3,000) square feet of floor area within Tier I and Tier II (in the aggregate) may be used for such tutoring businesses; or

Section 9.2 (h) (xv) for a funeral parlor or establishment selling caskets, headstones or other services, products or merchandise related to the funeral or burial business.

Section 9.2 (i). For the purposes of this Article, (i) the "floor area" of any premises (including the demised premises) shall include the ground coverage of any "garden shop" or "outdoor selling area" (regardless of whether enclosed or covered) which is or may be used in the conduct of business by the occupant of such premises, and (ii) "selling space" shall be measured to the interior faces of adjoining walls and to the center lines of adjoining aisles.

Section 9.2 (j). If any of the restrictions or prohibitions set forth in Section 9.2 shall be violated, Tenant shall not be entitled to terminate this lease or to any abatement of the rent or other charges payable by Tenant under this lease, but Tenant shall be entitled to seek all other remedies available to it, at law and in equity, because of such violation. If Tenant shall obtain any judgment for damages because of any such violation, until such time as such judgment has been paid in full, Tenant shall have the right to reimburse itself for the amount thereof, together with interest at the Interest Rate, by means of off-sets against each succeeding monthly payment of Fixed Rent and from any other payment thereafter coming due from Tenant to Landlord until the end of the term hereof. If any part of any such judgment remains unrecovered by Tenant upon the expiration or other termination of this lease, Landlord shall forthwith pay the same (and such interest thereon as is then payable) to Tenant, such payment obligation of Landlord to survive the expiration or termination of this lease.

[EXHIBIT CONTINUES ON FOLLOWING PAGE]

EXHIBIT "G"

EXISTING KITCHEN EQUIPMENT



JUN 19, 2012

PROPOSAL

Page 1 of 16
BPWAYLAN

Project:
Bertucci's Pizzeria
PROPOSAL 0/19/12
Wayland, MA

From:
Bob Cordaro
May Foodservice Eqmt & Dsgn Corp
51 Washington Avenue
Cranston, RI 02920
(401) 942-4221 Fax: (401) 942-2840

To:
Kevin Bakas
Bertucci's Corporation
155 Ollis Street
Northborough, MA 01532
(508) 351-2500 Fax: (508) 393-0652

We are pleased to present the following proposal to furnish & install the food service equipment, hoods and walk-ins for Wayland, MA.

Furnish, deliver, uncrate, set-in-place, remove debris, and make ready for electrical, plumbing and mechanical interconnections and final connections by respective trades, all equipment as indicated in Cutbook Dated 10/17/11 and Drawings K1-7 Dated 10/17/11, and as listed in the attached itemized proposal; includes equipment, materials, freight, open shop installation and 6.25% MA Sales Tax.

For (2) Koala #KB111-SSRE Baby Changing Stations, [REDACTED]

This proposal will remain firm for order placement within (30) days for delivery/installation no later than 10/2012.

[REDACTED]

Delivery: 6 - 10 weeks after receipt of order and final field and/or 'hold to' dimensions.

As always, we appreciate your valued business and continued confidence in May FSE&D for your food service equipment needs.

Item	Qty	Description
1	1	SPARE NUMBER Spare Number
2	ON SITE 1	WALK-IN SHELVING Olympic Walk-In Shelving

May Foodservice Eqmt & Dsgn Corp

Item	Qty	Description
	5 ea	J1854K Shelf, wire, 18" x 64", green epoxy finish with chromate substrate, NSF
	16 ea	J1880K Shelf, wire, 18" x 60", green epoxy finish with chromate substrate, NSF
	16 ea	J63UK Post 63", mobile, works with stem caster, grooved at 1" intervals, green epoxy finish with chromate substrate, NSF
	8 ea	J5 Stem/Swivel Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF
	8 ea	J5B Stem/Swivel-Brake Caster, 5" dia., 1-1/4" face, resilient rubber tread, 200 lb. load capacity (priced per each), NSF
3 ON SITE	1	DRY STORAGE SHELVING Olympic Dry Storage Shelving
	4 ea	J2130C Shelf, wire, 21" x 30", chromate finish, NSF
	16 ea	J1854C Shelf, wire, 18" x 54", chromate finish, NSF
	20 ea	J74C Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, chrome finish, NSF
4 ON SITE	1	WALL SHELF Wall Shelf:
	2 ea	METRO 1424NC Super Erecta® Shelf, wire, 24"W x 14"D, chrome-plated finish, plastic spill sleeves are included in each carton
	2 ea	METRO 33PDF Post & Mounting Brackets, for Super Erecta® wall mount, consists of one double footed post, two end brackets (BES) & one intermediate bracket (BCS), 33-5/8"H, chrome
	2 ea	METRO 1WS14C Super Erecta® Shelf Support, post mount, single, for 14" W shelf, two required per shelf, chrome finish
5 ON SITE	1	KEG RACK New Age Keg Rack:
	2 ea	04273 Beer Keg Shelf, 3 keg capacity, 18" x 60" x 3"H, "T"-Bar shelves, all welded aluminum construction, 1 shelf, NSF
	1 ea	1860TB Shelf, T-bar, 18"W x 60"L, all welded aluminum construction, capacity 1500 lbs. per shelf, NSF
	4 ea	76P Post, 76"H, for use with or without stem casters, marked in 2" increments, aluminum finish
6	1	SPARE NUMBER Spare Number
7 ON SITE	1	DOUGH COOLER SHELVING New Age Dough Cooler Shelving
	4 ea	1860HD Shelf, heavy duty, square bar, 18"W x 60"L, all welded aluminum construction, capacity 2000 lbs. per shelf, NSF
	6 ea	18P Post, 48"H, for use with or without stem casters, aluminum finish, NSF
	2 ea	PC432 Common Pole Clips, pair, T-bar shelves and heavy duty shelves

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Item	Qty	Description
8	ON SITE 1 ea	UNDERCOUNTER REACH-IN REFRIGERATOR True Food Service Equipment, Inc Model No. TUC-60G Undercounter Refrigerator, 33-38° F, (4) shelves, stainless steel top & sides, white aluminum interior with 300 series stainless steel floor, (2) Low-E glass doors, 5" castors, front breathing, 1/5 HP, 115V/60/1-ph, 5.1 amps, 7' cord, NEMA 5-15P, cUL, CE, NSF, MADE IN USA
	1	5" Castors, standard
9	ON SITE 1 ea	HOLDING BIN, HEATED, FOR MULTI-PRODUCT Marshall Air Systems Model No. CR1 ThermaGlo™ Transfer Cabinet, counter model, no doors, 3-tiers, 8" opening, integrated four-channel timer & temperature control for four set points, fluorescent lighting, s/s construction, ETL, NSF
	1	208V/60/1-ph, 25 amps, 5,408kw, 6' cord, std.
	1	600135 Packaging charge
10	1	CUSTOM WALL SHELF Custom Custom Wall Shelf
11	1	SPARE NUMBER Spare Number
12	ON SITE 1	PIZZA OVEN - NOT IN CONTRACT NIC Woodstone Pizza Oven; Not In Contract
13	ON SITE 1	CUSTOM WORKTABLE Custom Custom Worktable
13A	ON SITE 2 ea	BIN, INGREDIENT Rubbermaid Commercial Products Model No. 360288WHT ProSave™ Ingredient Bin, mobile, 3-1/2 cu. ft., 29-1/2"L x 15-1/2"W x 28"H, slant front with sliding lid, 32 oz. scoop, seamless construction, 3" extra wide castors front fixed & rear swivel, white base/clear lid, USDA, FDA, NSF, S.O.S. (Special Order Sma
14	ON SITE 1	TAKE-OUT COUNTER - NOT IN CONTRACT NIC TakeOut Counter, Not In Contract
15	1	POS TERMINAL - NOT IN CONTRACT NIC POS Terminal; Not In Contract
16	ON SITE 1 ea	32" PIZZA PREP Deifield Model No. D4432N-12M Front-Breathing, one-section, (2) drawers, s/s top w/polyethylene cutting board & (12) 1/6 sz. plastic pans, ABS interior sides, s/s front & sides, rear-mounted self-cont'd refrigeration, NSF-7, 2" castors, 1/5 HP, with 5 year compressor warranty and one year parts and labor warranty, 115V/60/1
17	ON SITE 1 ea	WORK TABLE, 84" LONG John Boos Model No. ST4R5-3684SBK Work Table, 36" W x 84" L, 14/300 stainless steel top with 5" backsplash & turndown, Stallion safety edge front, 90° turndown on sides, stainless steel legs, side & rear adjustable bracing, KD, NSF
	1 ea	0207F 36" right end backsplash, stainless steel (up to 6" in height)

May Foodservice Eqmt & Dsgn Corp

Item	Qty	Description
18	ON SITE 1	(1) LOT OF SNEEZEGUARDS May FoodService Equipment Sneeze Guards
18	ON SITE 1 ea	BUN PAN RACK Advance Tabco Model No. PR20-3K Rack, mobile pan, full height, open sides, with angle tray guides on 3" centers, capacity 20 - 18" x 26" sheet pans, bolted extruded aluminum frame, front loading, shipped knocked down, 69-1/4" high
20	ON SITE 1 ll	CORNER GUARDS May FoodService Equipment S/S Corner Guards - (10) Full Height.
21	1	POS PRINTER - NOT IN CONTRACT NIC POS Printer; Not in Contract
22	ON SITE 1 ea	PIZZA PREP TABLE Deffield Model No. 18099-PTB Refrigerated, three-section, 24 pan cap., (3) shelves, (3) 27" doors, 18 ga. s/s top w/refrig pan rail, s/s ends, side-mounted self-contained refrigeration system, NSF-7, 115/60/1, 18 Amp, 3/4 HP, with 5 year compressor warranty and one year parts and labor warranty, CUSTOM TELESCOPING COVER
	1	BERCUTTING99 (2)EA 49.6" white poly cutting boards, 18" wide x 1/2" thick
23	1	SPARE NUMBER Spare Number
24	1	SPARE NUMBER Spare Number
25	ON SITE 1	PIZZA PICK-UP COUNTER - NOT IN CONTRACT NIC Pizza Pick-Up Counter; Not in Contract
26	1	SPARE NUMBER Spare Number
27	ON SITE 1	CAN OPENER - NOT IN CONTRACT NIC Can Opener; Not in Contract
28	ON SITE 1 ea	WORK TABLE, 84" LONG John Boos Model No. ST4R5-3084SBK Work Table, 84"W x 30"D, 14/300 stainless steel top with 5" backsplash & turndown, Stallion safety edge front, 90° turndown on sides, stainless steel legs, side & rear adjustable bracing, KD, NSF
29	3 ea	TRASH CONTAINER Rubbermaid Commercial Products Model No. 35400-G Slim Jim® Waste Container, 23 gallon, 20"L x 11"W x 30"H, general purpose waste, open type without lid, high-impact plastic construction, gray
	3	2073-G Waste Receptacle Cover

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Item	Qty	Description
30	ON SITE 1 ea	SHELF, WALL-MOUNTED John Boos Model No. BHS1260 Shelf, wall mount, 12" W x 60" L, 18/304 stainless steel, Stallion safety edge front, 1-1/2" turned up backsplash, KD, NSF
31	1	SPARE NUMBER Spare Number
32	1	TEA BREWER - NOT IN CONTRACT NIC Tea Brewer, Not in Contract
33	1	COFFEE BREWER - NOT IN CONTRACT NIC Coffee Brewer, Not in Contract
34	ON SITE 1 ea	REFRIG., UNDERCOUNTER, REACH-IN Delltek Model No. 406 Undercounter Refrigerator, single-section, 27"W, 5.7 cu. ft, (1) door, (2) epoxy coated wire shelves, stainless steel top, front & sides, black recessed handle, ABS interior, 6" legs, rear-mounted refrigeration system 404A, NSF, cUL, ENERGY STAR®, 1/5 hp. Door right hinged
	1	AS000-AXD-0041 NSF certified casters, set of 4, 3-3/4" ride height
35	1	SPARE NUMBER Spare Number
36	1	GLASS RACK DOLLY - NOT IN CONTRACT Glass Rack Dolly - Not in Contract
37	ON SITE 1 <small>leased from distributor</small>	SODA SYSTEM - NOT IN CONTRACT NIC Soda System, Not in Contract
38	1	SPARE NUMBER Spare Number
39	1	SPARE NUMBER Spare Number
40	ON SITE 1	WAITRESS PICK-UP CABINET Custom Waitress Pick-Up Cabinet, 10'3-1/2" x 12", with wall cap 13'0" x 6"
41	3 ea	HEAT LAMP, BULB TYPE Halco Corporation Model No. DL-500-SR Heat Lamp, (1) bulb type, 8-1/2" H x 6-1/8" Dia. shade, rigid stem mount to canopy (14" - 71" overall length), remote switch, No bulb included (specify finish)
	3	120v/60/1-ph, 250 watt (Heat lamp only) standard
	3	WHITE-CTD-120 Heat Lamp Bulb, 250 Watt clear, coated
	3	BNICKEL2 Bright Nickel plated finish (S mount, ST mount, P mount and A mount models only)
	3	Color to match unit finish
	3	DL-LENGTH-66 Overall unit length up to 66" - 66" Overall unit length

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Item	Qty	Description
42	ON SITE 1	CUSTOM CANTILEVER SHELF Custom Custom Cantilever Shelf
42A	ON SITE 1	S/S PAN SHELF All State Fabricators Custom Cantilever Shelf
43	ON SITE 1 ea	REFRIGERATED COUNTER, SANDWICH TOP Delfield Model No. 4472N-30M 72" Mega Top Refrigerated Base, Front-Breathing, three-section, w/doors, s/s top w/polyethylene cutting board & (30) 1/8 sz. plastic pans, ABS interior sides, rear-mounted self-contained refig system, 2" casters, 1/2 HP, 115V/60/1, with 5 year compressor warranty and one year parts and labor warranty
44	ON SITE 1 ea	FREEZER REACH-IN Traulsen Model No. G22010 Freezer, Reach-In, Two-Section, self-contained refrigeration w/Microprocessor control, s/s front & full height doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), 6" high casters, UL & NSF
45	ON SITE 1 ea	SERVING HOT FOOD STEAM TABLE, ELECTRIC Delfield Model No. EHE136C E-Chef™ Hot Food Table, Electric, 36"L, (2) 12" x 20" hot food wells w/drains, infinite controls, 8" poly cutting board, open base, s/s plate shelf, top, sides, bottom shelf w/3" rear riser, casters, includes (1) year service warranty- MODIFIED-208V1PH 1 CORD208V1PH 208V/1PH with cord & plug
46	1	SPARE NUMBER Spare Number
47	ON SITE 1 ea	PIZZA PREP TABLE Delfield Model No. 18648PDL Refrigerated Pizza Table, single-section, 48"W, 12 pan capacity, (1) door, s/s removable hinged covers, 17" polyurethane cutting board, flush mount LiquiTec® raised rails, on/off switch, 18 ga. stainless steel top, 22 ga. stainless steel ends, 4" casters, side-mounted (HFC-404A) refrigeration system, 1/5 & 1/3 hp, cUL, NSF, 115v/60/1-ph, 10.1 amps, NEMA 5-20P, standard 1 (1) year labor warranty 1 102B 27" wide refrigerated drawers (2) high, holds 8" deep pans, per section
48	1	SPARE NUMBER Spare Number
49	1	CUSTOM BREAD WORKTABLE W/PAN SLIDES Custom Custom Bread Worktable w/Pan Slides

May Foodservice Eqmt & Dsgn Corp

Item	Qty	Description
60	ON SITE 1 ea	32" PASTA PREP Delfield Model No. D4432N-12M Front-Breathing, one-section, (2) drawers, s/s top w/polyethylene cutting board & (12) 1/6 sz. plastic pans, ABS interior sides, s/s front & sides, rear-mounted self-cont'd refrig, NSF-7, 2" casters, 1/5 HP, with 5 year compressor warranty and one year parts and labor warranty, 115V/60/1
51	1	SPARE NUMBER Spare Number
62	ON SITE 1 ea	PASTA COOKER, GAS Frymaster Model No. GPC-SC Pasta Cooker, Gas, single tank cooker, auto fill/skim, stainless pot, door and cabinet, with electronic programmable timer, 8" adjustable legs, bulk spaghetti basket, 3 round baskets in lieu of portion cups & rack. 80,000 BTU. NATURAL GAS.
missing	1 ea	823-1910 Bulk Spaghetti Basket, for gas pasta cooker
missing	5 ea	803-0238 Pasta Basket, round
	1 ea	DORMONT 72-2125-72 Swirl Hose Assembly, 3/8" inside dia., 72" long, 3/8" male elbow x 3/8" brass 2-way QD
	1 ea	DORMONT 1875KIT2S36 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 36" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warrant
53	1	SPARE NUMBER Spare Number
54	1	SPARE NUMBER Spare Number
55	ON SITE 1	10 BURNER RANGE CONSISTING OF: Vulkan FEG Note: Single 10-burner unit no longer being produced. (2) units listed below now make of a 10-burner range.
	1 ea	VHP838U Achiever Hotplate, gas, 36"W, (3) 30,000 BTU open burners and (3) 30,000 BTU step-up burners, with lift-off burner heads and standing pilots, cast iron top grates, manual gas valve controls, stainless steel front, sides & backsplash, aluminized pull out crumb tray, 4" adjustable legs, 180,000 BTU, CSA, NSF, natural gas
	1 ea	VHP424U Achiever Hotplate, gas, 24"W, (2) 30,000 BTU open burners and (2) 30,000 BTU step-up burners, with lift-off burner heads and standing pilots, cast iron top grates, manual gas valve controls, stainless steel front, sides & backsplash, aluminized pull out crumb tray, 4" adjustable legs, 120,000 BTU, CSA, NSF, natural gas
	1	MAY Gas interconnection w/rear t-manifold
	1 ea	DORMONT 18100KIT2S36 Safety System Moveable Gas Connector Kit, 1" inside dia., 36" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warranty
56	ON SITE 1	CUSTOM PAN SHELF Custom Custom 32" Pan Shelf

May Foodservice Eqmt & Dsgn Corp

Item	Qty	Description
67	ON SITE 1 ea	REFRIG/FREEZER, COUNTER, GRIDDLE STAND Deffield Model No. F2984VDL Refrigerator/Freezer Equipment Stand, two-section, 84" Versa Drawers™ w/ (2) 32" drawers & compressor on the left, stainless steel top & ends, (4) 12" x 20" pan capacity, independent temp microprocessor controls per drawer, HACCP record keeping, alarm & service diagnostics, left-mounted refrigeration system (HFC-404A), 8" casters, 1/3 hp, cUL, NSF 7 1 115v/60/1-ph, 6 amps, NEMA 5-15P, standard 1 One year parts, one year labor and 5 year compressor warranty 1 10 year warranty on full extension drawer system track
58	1	CONDIMENT PAN RAIL All State Fabricators Model No. BERCONDIM58 CONDIMENT RAIL, NON-INSULATED, SINGLE
59	1	SPARE NUMBER Spare Number
60	ON SITE 1 ea	CHARBROILER, GAS Garland/US Range Model No. C0836-18AM Culino Range, 18" heavy duty, gas, Charbroiler, cast-iron radiants, fixed cast-iron grid assembly, 1-1/4" front manifold, standard depth, stainless steel front and sides, modular top on stand, 54,000 BTU (U S Range) 1 Two year limited parts and labor warranty, covers products purchased and installed in the USA only, standard 1 Gas type to be specified 1 Standard 1-1/4" front manifold 1 ea DORMONT 1875KIT2S36 Safety System Moveable Gas Connector Kil, 3/4" inside dia., 36" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warrant
61	ON SITE 1 ea	SALAMANDER BROILER, GAS Southbend Model No. P36-NFR Platinum Compact Infrared Broiler Sectional Mount, Gas, 36", dual valve control, counter balanced rack system, s/s front & sides, 40,000 BTU
61A	ON SITE 1	S/S SALAMANDER SHELF All State Fabricators Model No. BERSALSHL36L NEW STYLE 36-1/4" CUSTOM S/S SALAMANDER SHELF WITH (2) SUPPORT LEGS
62	1	SPARE NUMBER Spare Number
63	ON SITE 1	HOOD/FANS Captive-Aire 5424ND-2-PSP-F - 13ft 2" Long Exhaust-Only Wall Canopy Hood with Front Perforated Supply Plenum with Built-in 3" Back Standoff - 304 SS Where Exposed - Utility Cabinet on the Right Side needs replacement - FILTER - 20" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified - FILTER - 20" tall x 20" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified

May Foodservice Eqmt & Dagn Corp

Item	Qty	Description
		<ul style="list-style-type: none"> - Incandescent Light Fixture-High Temp Assembly, Includes Clear Thermal and Shock Resistant Globe (L55 Fixture), Bulbs By Others - EXHAUST RISER - Field Cut 10' X 15" - SUPPLY RISER - 12"x20" Supply Riser with Volume Dampers - 1/2 Pint Grease Cup New Style, Flanged Slotted - Electrical Package Installation In Utility Cabinet by Plant.
	1	<p>Fan #1 NCA18FA - Exhaust Fan NCA18FA Belt Drive Centrifugal Upblast Exhaust Fan with 20.75" wheel Exhaust Fan handles 3292 CFM @ -1,000" wc ESP, Fan runs at 911 RPM. Exhaust Motor: 1.500 HP, 3 Phase 208 V, 4.7 FLA, ODP (Open Drip Proof)</p> <ul style="list-style-type: none"> - Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 15-3/4 L X 5-1/16 W X 3-3/4 H (18 GA.) (Includes Down Spout) - Curb CRB28.6X20E On Fan # 1 Flat Curb - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. - Vented Base for Curb
all above ceiling not vented		<p>Fan #2 A1-D.250-G10 - Heater A1-D.250-G10 Direct Gas Fired Heated Make Up Air Unit with 10" Blower Supply Fan handles 2634 CFM @ 0.650" wc ESP, Fan runs at 1301 RPM. Heater supplies 161675 BTUs, 65°F Temperature Rise. [Fuel: Natural Gas] Supply Motor: 2.000 HP, 3 Phase 208 V, 6.0 FLA, ODP (Open Drip Proof) Down Discharge - Air Flow Right -> Left</p> <ul style="list-style-type: none"> - Sloped Filtered Intake for Size #1 Modular Heater. 21.813" Wide x 44.375" Long x 23.375" High. Includes 2" MV EZ Kleen Metal Mesh Filters. - RTC Solutions 0 40-90°F Discharge Temp Control - Gas Manifold for DF1 GM - BTU 0 - 650001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-66 - Cooling Interlock Relay. 24VAC Coll. 120V Contacts. Locks out burner circuit when AC is energized. - Low Fire Start. Allows the burner circuit to energize when the modulation control is in a low fire position. - Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size - Gas Pressure Gauge, -5 to +15 Inches Wc., 2.5" Diameter, 1/4" Thread Size - Motorized Back Draft Damper 16" X 18" for Size 1 Standard & Modular Direct Fired Heaters w/Extended Shaft, Standard Galvanized Construction, 3/4" Rear Flange, LF120S Actuator Included - Curb CRB21X71X20INS Insulated On Fan # 2 Flat Curb
	1	<p>Fan #3 DU30HFA - Exhaust Fan DU30HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control, disconnect switch and 11-3/4" Wheel. Exhaust Fan handles 600 CFM @ -0.550" wc ESP, Fan runs at 1279 RPM. Exhaust Motor: 0.250 HP, 1 Phase 115 V, 4.0 FLA, ODP (Open Drip Proof)</p> <ul style="list-style-type: none"> - Curb CRB19.5X22E On Fan # 3 Flat Curb - Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized. - Vented Base for Curb
	1	<p>Electrical System #1 31111002 3 Phase, W/ 1 Exhaust Fan, 1 Supply Fan, Exhaust In Fire Includes.</p>

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Item	Qty	Description
	1	- FIELD WRAPPER 28.50" High Front, Left, Right
	1	- BACKSPASH 80.00" High X 170.00" Long 304 SS (Includes End Caps & Divider Bars)
63A	1	FIRE SUPPRESSION - NOT IN CONTRACT NIC Fire Suppression; Not in Contract
64	1	S/S WALL PANELING-INCLUDED IN #63 Captiv-Aire Wall Paneling-Included in #63
65	1	SPARE NUMBER Spare Number
66	1	SPARE NUMBER Spare Number
67	1	SPARE NUMBER Spare Number
68	1	SPARE NUMBER Spare Number
69	ON SITE 1 ea	CONVECTION OVEN, GAS Vulcan FEG Model No. VC4GD Convection Oven, Gas, 1-deck, standard depth, solid state controls, electronic spark ignitor, 26-3/4" high legs, stainless steel front, top and sides, s/s door with window, 44,000 BTU 1 Natural gas 1 115v/1-ph w/8' cord & plug standard 1 1 year limited parts & labor warranty, standard 1 DOORSIMULT Simultaneous doors 1 Casters 1 ea DORMONT 1675KIT2S38 Safety System Moveable Gas Connector Kit, 3/4" inside dia., 38" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 2 SwivelMAX™, 1 full port valve, coiled restraining cable with hardware, limited lifetime warrant
70	1	SPARE NUMBER Spare Number
71	1	SPARE NUMBER Spare Number
72	ON SITE 1 ea	SINK, HAND John Boos Model No. PBHS-W-1410-P-X Hand Sink, wall mount, 14" wide x 10" front-to-back x 5" deep, faucet, all stainless steel construction (Splash Mount faucet included-wrist blades not available) 1 ea PBF-4SM-3G-X Sink Mixing Faucet, with 3" goose S spout, splash mounted, 4" centers, with 1/2" NPT (required faucet for addition of wrist blades)

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Item	Qty	Description
	1 st	PB-WR-X ADA Wrist Blades (set)
72A	ON SITE 2 ea	SINK, HAND John Boos Model No. PBHS-W-0909-X Hand Sink, wall mount, 9" wide x 9" front-to-back x 4-1/2" deep, all stainless steel construction (faucet NOT included)
	2 ea	PBF-ASM-3G-X Sink Mixing Faucet, with 3" goose S spout, splash mounted, 4" centers, with 1/2" NPT (required faucet for addition of wrist blades)
	2 st	PB-WR-X ADA Wrist Blades (set)
73	ON SITE 1	POT/PAN SHELVEING Olympic Pot/Pan Shelving
	4 ea	J2130K Shelf, wire, 21" x 30", green epoxy finish with chromate substrate, NSF
	4 ea	J2154K Shelf, wire, 21" x 54", green epoxy finish with chromate substrate, NSF
	4 ea	J2160K Shelf, wire, 21" x 60", green epoxy finish with chromate substrate, NSF
	12 ea	J74K Post 74", stationary, grooved at 1" intervals, includes leveling bolt & cap, green epoxy finish with chromate substrate, NSF
74	ON SITE 1 ea	SINK 3-COMPARTMENT John Boos Model No. 3B18244-2D18-X Sink, (3) 18" wide x 24" front-to-back x 14" deep compartments, (2) 18" drainboards, 10" high boxed backsplash with 2" return to wall at 45° & 1" turned down rear lip, corners coved at 3/4" radius, bottom of bowls drain to 3-1/2" dia. die stamped opening, (1) set faucet holes, 18/300 s/s, 1-5/8" OD stainless steel legs with 1-1/4" OD adjustable side bracing, stainless steel gussets, adjustable stainless steel bullet feet, NSF
74A	ON SITE 1 ea	WALL SHELF W/POT RACK Advance Tabco Model No. PS-15-84 Wall Shelf with pot rack, 15" overall width, 7 feet long
	7 ft	TA-99 16 ga. 304 s/s wall and overshell upgrade, (per lin. ft.)
74B	ON SITE 2 ea	FAUCET Krowne Metal Model No. 14-812 Royal Series Faucet, splash-mounted, 8" centers, swing nozzle, 12" long, removable cartridge valve assembly, NSF (best)
75	2	DETERGENT ACTIVATOR-NIC NIC Detergent Activator-NIC
76	ON SITE 1 ea	DISHTABLE, CLEAN Advance Tabco Model No. DTC-S70-48R Straight-Clean Dishtable, left-to-right, 10-1/2" backsplash, 3" rolled front & side rims, stainless steel legs, with crossrails, 47" long, 16/304 stainless steel
77	ON SITE 1 ea	SORTING SHELF Advance Tabco Model No. DT-6R-22 Sorting Shelf, KD tubular design, 42" long, holds two racks
78	1	SPARE NUMBER Spare Number

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Item	Qty	Description
79	1	SPARE NUMBER Spare Number
80	1 ea	DISHWASHER, DOOR/HOOD TYPE CMA Dishmachines Model No. CMA-180CB Dishwasher, door type, high temperature sanitizing w/built-in booster heater, corner design, 60 rack/hour, external Poly Pro™ scrap accumulator, s/s construction, electric tank heat, auto fill, includes (1) open & (1) peg rack, ENERGY STAR®
	1	208v/60/3-ph, 45 amps, std.
	1	Safe-T-Temp feature assures 180 degree sanitizing rinse
80A	1	CONDENSATE HOOD Captive-Aire 3624VHB-G - 3ft 0" Long Condensate Hood, w/ Full Perimeter Gutter - 304 SS - 100% Application - EXHAUST RISER - Factory installed 10" X 10"
81	1	DETERGENT CONTROL PANEL-NIC NIC Detergent Control Panel-NIC
82	1	SPARE NUMBER Spare Number
83	ON SITE 1 ea	DISHTABLE, SOILED Advance Tabco Model No. DTS-D70-80L Dishlanding-Soil Dishable, L-shaped with landing, left-to-right, 10-1/2" backsplash, with pre-rinse sink, stainless steel legs, with crossrails, 50" long, 16/304 stainless steel
	1	SPECIFY DISH MACHINE BRAND AND MODEL to ensure proper fit, refer to attached document (AQNet only) or consult www.advancetabco.com for compatibility listing. Certain dish machines require modifications at additional cost not shown here
	5 ft	DTA-79 Double Sided Slant Tubular Rack Sorting Shelf, table mounted (minimum 3 ft) (per linear foot)
	1 ea	DTA-100-X Pre-rinse Basket, with welded slide bar, 19-1/2" x 19-1/2"
83A	ON SITE 1 ea	PRE-RINSE UNIT Krowne Metal Model No. 17-108W Royal Series Pre-Rinse Assembly with Wall Bracket, wall-mounted, 8" centers, spring action flexible gooseneck, 35" high with 15" overhang, internal check valves, 1/2" NPT female inlets, NSF
84	1	RINSE ACTIVATOR-NIC NIC Rinse Activator-NIC
85	1	SPARE NUMBER Spare Number
86	1	SPARE NUMBER Spare Number

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Item	Qty	Description
87	ON SITE	1 ea WORKBOARD, ICE/COCKTAIL STATION Krowne Metal Model No. 18-24DP Standard 1800 Series, Ice Bin, 24" x 18-1/2" OA, 4" backsplash, 15" deep insulated chest, 100-lbs. ice capacity, 1" drain, (2) 3-pak removable bottle racks, stainless steel top & front 1 ea D-24 Standard Series, Speed Rail, 24" double, keyhole, stainless steel
88	ON SITE	1 ea REFRIG... REACH-IN True Food Service Equipment, Inc Model No. STA1R-1S Spec Series® Refrigerator, Reach-In, one-section, stainless steel front/sides, (1) stainless steel door with lock, (3) chrome shelves, aluminum interior with stainless steel floor/ceiling, LED interior lighting, exterior digital temperature display, 5" casters, 1/3 hp, top mounted self-contained refrigeration, 115v/60/1, 4.8 amps, 9' cord, NEMA 5-15P, cUL, NSF, MADE IN USA 1 5" casters, set of 4, standard (adds 5" to OA height) 1 Left door hinging
89	ON SITE	1 ea BEER COOLER, KEG STYLE Perlick Corporation Model No. DS84BLT Draft Beer Dispenser, self-contained refrigeration system, four-keg capacity (LESS TAPPING EQUIPMENT), stainless steel top, back and ends, (3) black doors and grille, with door locks, 1/3 hp, 7.5 amps, 115v/60/1, 6' cord, NEMA 5-15P 1 5 Yr. compressor warranty 2 ea 63252 Dispensing Head, draft arm, 2 faucets 1 Caster Kit, 3-3/4" (set of 6)
90	ON SITE	1 ea UNDERBAR ADD-ON UNIT Krowne Metal Model No. 18-12BD Standard 1800 Series, Modular Add-On Unit, Blender Dump Sink, 12" x 22-1/2" OA (to match speedrail depth), 4" backsplash, 10" x 12" x 7" deep, sink bowl with 1-1/2" drain, splash mounted faucet, stainless steel top, front & sides, four legs
91		1 SPARE NUMBER Spare Number
92	ON SITE	1 WALL SHELF Custom Wall Shelf over Service Bar Cooler
93		1 SPARE NUMBER Spare Number
94		1 SPARE NUMBER Spare Number
95		1 SPARE NUMBER Spare Number
96		1 SPARE NUMBER Spare Number

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Item	Qty	Description
97	1	SPARE NUMBER Spare Number
98	1	FOOD PROCESSOR - NOT IN CONTRACT NIC Food Processor; Not In Contract
99	1	CUSTOM PREP TABLE Custom Custom Prep Table
99A	1	CUSTOM POT RACK Custom Custom Pot Rack
100		
101	ON SITE 1 ea	WORK TABLE, 48" LONG John Boos Model No. ST4R5-3048SSK Work Table, 30" W x 48" L, 14/300 stainless steel top with 6" backsplash & turndown, Stallion safety edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, KD, NSF
102	ON SITE 1 ea	SHELF, WALL-MOUNTED John Boos Model No. BHS1248 Shelf, wall mount, 12" W x 48" L, 18/304 stainless steel, Stallion safety edge front, 1-1/2" turned up backsplash, KD, NSF
103	ON SITE 1 ea	FAUCET, POT FILLER T & S Brass Model No. B-0810MOD9 Pot Filler Faucet, splash-mounted, 8" centers, vacuum breaker, hooked nozzle with self-closing valve, 1/2" IPS female inlets, built-in check valves. NOTE: MODIFIED WITH 96" HOSE IN LIEUE OF STANDARED 48" HOSE. FOR 60 QT MIXER
104	ON SITE 1	WALK-IN COOLER Kolpak Walk-in Cooler, 6'-8" (Spcl) X 16'-6" (Spcl) X 8'-2" (Spcl), floorless w/4" (high) Vinyl Scream, embossed galvalume exterior & interior, (1) entrance door w/14x14 heated viewport, (3) 48" fluorescent lights
104A	ON SITE 1	COOLER EVAPORATOR-INCLUDED IN #104B Kolpak Cooler Evaporator-Included in #104B
104B	ON SITE 1	COOLER CONDENSER Kolpak Cooler Condenser, #PR99MOP 1 HP med-temp, pre-assembled remote, air-cooled, hermetic, outdoor, R404A with med-temp time clock
	1	5 year compressor warranty

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Item	Qty	Description
104C	2 ea	STRIP CURTAIN Curtron Model No. M106-PR-4080 M-Series Strip Curtain, for walk-in coolers and freezers, fits openings up to 40"W x 80"H (commonly used for 36"W x 78"H doors), 8"W x .060" thick USDA polar reinforced strips (rated for -20 to 140° F) with heat-sealed loop, aluminum tube and universal mounting brackets
105		
106	ON SITE 1 ea	DUNNAGE RACK, TUBULAR New Age Model No. 2064 Dunnage Rack, square bar, 1-tier, approximately 24"W x 42"L x 12"H, all welded aluminum construction, weight capacity 2600 lbs., NSF
107	1	SPARE NUMBER Spare Number
108	1	SPARE NUMBER Spare Number
109	1	SPARE NUMBER Spare Number
110	ON SITE 1 ea	ICE MAKER, CUBE-STYLE Ice-O-Matic Model No. ICE0806HR ICE Series™ Modular Cube ice Maker, remote-cooled, approximately 913 lb production/24 hours, half-size cube, filter-free air, PURE ICE built in antimicrobial protection, Harvest assist produces ice consistently/reduces operating cost, 208-230v/60/1-ph, 14.7 amps, ENERGY STAR®
	1 ea	VRC2061B Condenser Unit, remote refrigeration, designed for outdoor installation for 1 model ICE0806, ICE0805, ICE1006, ICE1005, ICE1007, 208-230v/50-60/1-ph
	1 ea	RT345-404 Precharged Tubing Kit, 45 ft., for units using R-404A refrigerant
	1 ea	B55PS Ice Bin, 510 lb storage capacity, w/top-hinged front-opening door, for top-mounted ice maker, stainless steel exterior, molded plastic door
	1 ea	IFQ1 Water Filter Manifold designed for ice makers producing up to 1,000 lbs. (454.4 Kg.) of ice per day, 1.5 gpm maximum flow rate, IsoNet scale inhibitor, .5 micron particle reduction, 6 month replacement
111	ON SITE 1	FLOOR DRAIN/GRATE-BY OTHERS NIC Floor Drain/Grate - By Others
112	ON SITE 1	MOP SINK-BY OTHERS NIC Mop sink - By Others

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Item	Qty	Description
113	1	SPARE NUMBER Spare Number
114	1	SPARE NUMBER Spare Number
115	1	SPARE NUMBER Spare Number
116 ON SITE owned by dist	1	BAG'N BOX-BY OTHERS NIC Bag'n Box - By Others
117 ON SITE owned by dist.	1	CARBONATOR-BY OTHERS NIC Carbonator - By Others
500	1	REMOTE REFRIGERATION INSTALLATION Refrigeration Installation Remote Refrigeration Installation -walk-in cooler (1) system & ice machine I/N 110. Includes: set condensers, hang coils & run drainlines, furnish and install up to 30' of copper interconnecting piping each system, charge with freon. Includes start-up, test & check, and (1) year 24/7 emergency in-warranty service. All electrical by Others. Open shop installation
	1	MAY Walk-In cooler installation
601	1	DESIGN/ENGINEERING SERVICES May FoodService Equipment Design/Engineering Services

Quoted prices valid for 30 days.

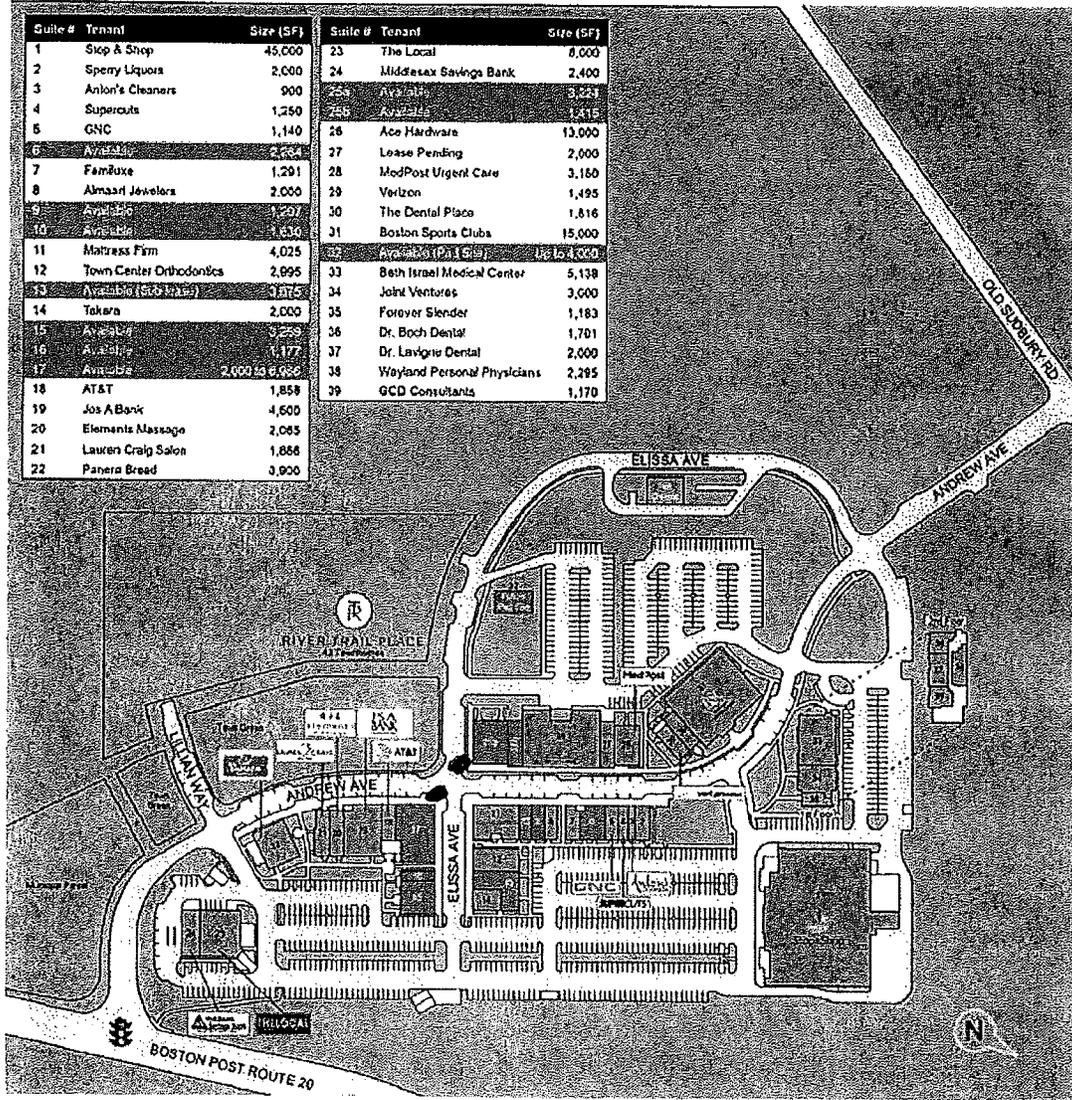
Acceptance: _____

Date: _____

May Foodservice Eqmt & Dsgn Corp

EXHIBIT "H"

LOCATION OF DIRECTIONAL SIGNS



EXTENSION OPTION RIDER

This Extension Option Rider ("**Extension Rider**") is made and entered into by and between BOS RETAIL 1, LLC, a Delaware limited liability company ("**Landlord**"), and TESTA RESTAURANT GROUP, LLC, a Massachusetts limited liability company d/b/a Giacomo's Restaurant ("**Tenant**"), and is dated as of the date of the Retail Lease ("**Lease**") by and between Landlord and Tenant to which this Extension Rider is attached. The agreements set forth in this Extension Rider shall have the same force and effect as if set forth in the Lease. To the extent the terms of this Extension Rider are inconsistent with the terms of the Lease, the terms of this Extension Rider shall control.

1. Extension Option. Landlord hereby grants Tenant two (2) options (each, an "**Extension Option**") to extend the then-current Term of the Lease for the entire Premises for a period of five (5) years each (each, an "**Option Term**"). Upon the proper exercise of the applicable Extension Option, the then-current Term shall be extended for the applicable Option Term.

2. Option Rent.

2.1 Option Rent for First Extension Option. The annual Base Rent payable by Tenant during the first Option Term (the "**First Extension Option Rent**") shall be based upon an annual base rental rate of \$30.38 per square foot of Rentable Area of the Premises (i.e., an annual Base Rent equal to \$98,735.00).

2.2 Option Rent for Second Extension Option. The annual Base Rent payable by Tenant during the second Option Term (the "**Second Extension Option Rent**" and together with the First Extension Option Rent, the "**Option Rent**") shall be equal to the Fair Market Rental Rate for the Premises (provided, however, in no event shall the annual Base Rent payable by Tenant during the first year of the second Option Term be less than the annual Base Rent payable by Tenant during the last year of the first Option Term). As used herein, the "**Fair Market Rental Rate**" shall mean the annual base rent at which non-equity tenants, as of the commencement of the second Option Term, will be leasing non-sublease, non-equity, unencumbered space comparable in size, location and quality to the Premises for a comparable term as the second Option Term, which comparable space is located in the Building, the Other Existing Buildings in the Project which are retail buildings, and in other comparable first-class retail buildings and/or projects in Massachusetts, taking into consideration all free rent and other out-of-pocket concessions generally being granted at such time for such comparable space for the second Option Term (including, without limitation, any tenant improvement allowance provided for such comparable space, with the amount of such tenant improvement allowance to be provided for the Premises during the second Option Term to be determined after taking into account the age, quality and layout of the tenant improvements in the Premises as of the commencement of the second Option Term). All other terms and conditions of the Lease shall apply throughout the Option Terms; however, Tenant shall, in no event, have the option to extend the Term beyond the Option Terms described in Section 1 above.

3. Exercise of Option.

3.1 Exercise of First Extension Option. If Tenant wishes to exercise the first Extension Option, Tenant shall, on or before the date that is twelve (12) months prior to the expiration of the initial Term, exercise the first Extension Option by delivering written notice thereof to Landlord (the "**First Extension Option Exercise Notice**"). Tenant's failure to deliver the First Extension Option Exercise Notice on or before the delivery date therefor specified hereinabove shall be deemed to constitute Tenant's waiver of both Extension Options.

3.2 Exercise of Second Extension Option. The second Extension Option shall be exercised by Tenant, if at all, only in the following manner: (i) Tenant shall deliver written notice to Landlord ("**Second Extension Option Interest Notice**") not more than fifteen (15) months nor less than fourteen (14) months prior to the expiration of the first Option Term stating that Tenant may be interested in exercising the second Extension Option; (ii) Landlord, after receipt of Tenant's Interest Notice, shall deliver notice to Tenant (the "**Second Extension Option Rent Notice**") not less than thirteen (13) months prior to the expiration of the first Option Term setting forth the Second Extension Option Rent; and (iii) if Tenant wishes to exercise the second Extension Option, Tenant shall, on or before the date (the "**Second Extension Option Exercise Date**") that is twelve (12) months prior to the expiration of the first Option Term, exercise the second Extension Option by delivering written notice ("**Second Extension Option Exercise Notice**") thereof to Landlord. Concurrently with Tenant's delivery of the Second Extension Option Exercise Notice, Tenant may object, in writing, to Landlord's determination of the Option Rent for the second Option Term set forth in the Second Extension Option Rent Notice, in which event such Option Rent shall be determined pursuant to Section 4 below. If Tenant timely delivers the Second Extension Option Exercise Notice but fails to timely object in writing to Landlord's determination of the Option Rent set forth in the Second Extension Option Rent Notice, then Tenant shall be deemed to have accepted Landlord's determination thereof and the following provisions of Section 4 shall not apply. Tenant's failure to deliver the Second Extension Option Interest Notice or the Second Extension Option Exercise Notice on or before the applicable delivery dates therefore shall be deemed to constitute Tenant's waiver of its second Extension Option.

4. Determination of Second Extension Option Rent. If Tenant timely objects pursuant to the provisions of Section 3.2 above to the Option Rent for the second Option Term submitted by Landlord in the Second Extension Option Rent Notice, then Landlord and Tenant shall thereafter attempt in good faith to agree upon such Option Rent using their best good faith efforts. If Landlord and Tenant fail to reach agreement on such Option Rent within twenty (20) days following Tenant's objection thereto (the "Outside Agreement Date"), then such Option Rent for the second Option Term shall be submitted to appraisal in accordance with Sections 4.1 through 4.7 below.

4.1 Landlord and Tenant shall each appoint one (1) "appraiser" who shall (i) by profession be a commercial real estate broker who shall have been active over the ten (10) year period ending on the date of such appointment in the leasing of the Building and the Comparable Buildings, and (ii) not have been engaged by or represented Landlord or Tenant during the five (5) year period immediately preceding such appointment. The determination of the appraisers shall be limited solely to the issue of whether Landlord's or Tenant's submitted Option Rent for the

second Option Term is the closer to the actual Option Rent for the second Option Term as determined by the appraisers, taking into account the requirements with respect thereto set forth in Section 2.2 above. Each such appraiser shall be appointed within ten (10) days after the Outside Agreement Date.

4.2 The two (2) appraisers so appointed shall, within ten (10) days after the date of the appointment of the last appointed appraiser, agree upon and appoint a third appraiser who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) appraisers.

4.3 The three (3) appraisers shall, within twenty (20) days after the appointment of the third appraiser, reach a decision as to which of Landlord's or Tenant's submitted Option Rent for the second Option Term is closer to the actual Option Rent for the second Option Term and shall select such closer determination as the Option Rent for the second Option Term and notify Landlord and Tenant thereof.

4.4 The decision of the majority of the three (3) appraisers shall be binding upon Landlord and Tenant.

4.5 If either Landlord or Tenant fails to appoint an appraiser within the time period specified in Section 4.1 above, the appraiser appointed by one of them shall reach the decision described in Section 4.3 above, notify Landlord and Tenant thereof, and such appraiser's decision shall be binding upon Landlord and Tenant.

4.6 If the two (2) appraisers fail to agree upon and appoint a third appraiser, a third appraiser shall be appointed by the District Court in and for Middlesex County, Massachusetts.

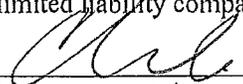
4.7 Each party shall pay the fees and expenses of the appraiser appointed by or on behalf of it, and each shall pay one-half of the fees and expenses of the third appraiser, if any.

5. Termination of Right to Extend Term. Notwithstanding anything in the foregoing to the contrary, at Landlord's option, and in addition to all of Landlord's remedies under the Lease, at law and/or in equity, the applicable Extension Option shall not be deemed properly exercised if, as of the date Tenant delivers the First Extension Option Exercise Notice or the Second Extension Option Exercise Notice, as applicable, (i) Tenant is in default under the Lease, and/or (ii) Landlord does not approve of Tenant's then-existing financial condition. In addition, each Extension Option is personal to the Original Tenant, and may not be assigned or exercised, voluntarily or involuntarily, by or to, any person or entity other than the Original Tenant, and shall only be available to and exercisable by the Tenant when the Original Tenant is in actual and physical possession of the entire Premises.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

"Landlord":

BOS RETAIL 1, LLC,
a Delaware limited liability company

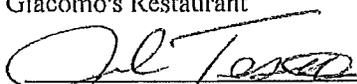
By: 

Printed Name: Chris Reed

Title: Vice President

"Tenant":

TESTA RESTAURANT GROUP, LLC, a
Massachusetts limited liability company
d/b/a Giacomo's Restaurant

By: 

Printed Name: John Testa

Title: Manager

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “**Agreement**”), is made as of the 22nd day of August, 2018 (“**Execution Date**”), by and between the JOHN A. TAGLIERI REVOCABLE TRUST, a trust having its address at 6 Nectar Place, Nahant, Massachusetts 01908 (“**LICENSOR**”), and TESTA RESTAURANT GROUP, LLC, a Massachusetts limited liability company, with a principal place of business located at 14 Elissa Avenue, Wayland, Massachusetts (“**LICENSEE**”) (LICENSOR and LICENSEE are hereinafter collectively referred to as the “**Parties**,” each a “**Party**”).

WHEREAS, LICENSOR is in control of certain intellectual property relating to the operation of a restaurant.

WHEREAS, LICENSEE wishes to open a restaurant using the same name as LICENSOR;

WHEREAS, LICENSEE is desirous to provide the same high-quality services as LICENSOR, but does not desire for LICENSOR to control the operation of its business;

WHEREAS, LICENSEE has expertise in restaurant management, and does not require LICENSOR to control its operation; and

WHEREAS, LICENSEE has the ability to perform its obligations contained herein;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby stipulated, the Parties, intending to be legally bound, hereby agree as follows:

1. **Grant of License**

1.1. LICENSOR hereby grants to LICENSEE a fully revocable, non-assignable, non-sub-licensable license in the Territory (as defined herein), for the Term (as defined herein) of the Intellectual Property (as defined herein) for the Licensed Services (as defined herein) based on the limitations of this Agreement. The “Intellectual Property” as used hereunder shall mean the artwork, names, words, symbols, likenesses, copyrights, trademarks, trade dress and trade secrets specifically shown at Exhibit A, and no other items. The “Territory” of this Agreement shall be limited to the location at 14 Elissa Avenue, Wayland, Massachusetts as more specifically identified in Exhibit A.

1.2. LICENSEE shall have no right to grant sub-licenses under this Agreement without first obtaining LICENSOR’s prior written consent, nor may LICENSEE assign all, or any part, of this license to another party.

1.3. No further right or license is granted by LICENSOR to LICENSEE by this Agreement except as expressly set forth herein.

1.4. LICENSEE expressly covenants, acknowledges and agrees that LICENSEE shall not utilize the Intellectual Property in any manner except as specifically authorized hereunder. Without limitation, LICENSEE acknowledges and agrees that LICENSEE shall not utilize the Intellectual Property with any products or services except as specifically authorized by this Agreement.

2. Term and Termination

2.1 The term of the Agreement (“Term”) shall commence as of the Commencement Date and shall continue through the Termination Date, as each is set forth in Exhibit A attached hereto, unless otherwise terminated as provided herein.

2.2 LICENSOR shall have the right to terminate this Agreement for cause (“Cause”) effective immediately upon written notice to LICENSEE in the event of any of the following:

2.2.1 LICENSEE materially breaches this Agreement and does not cure within the time period allotted in Section 15 of this Agreement, or such earlier time as may be set forth herein.

2.2.2 LICENSEE becomes insolvent, ceases to do business, makes an assignment of assets for the benefit of creditors, dissolves or an interim order is applied for or made, or a voluntary arrangement approved, or a petition for bankruptcy order is presented or a bankruptcy order is made against LICENSEE or a receiver or trustee in bankruptcy is appointed of LICENSEE’s estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed of any of LICENSEE’s assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or any circumstances arise which entitle the court or a creditor of the company or its directors to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken by LICENSEE by reason of its insolvency or in consequence of debt;

2.2.3 If, the performance of this Agreement by LICENSEE is made commercially impracticable by the occurrence of an economic contingency the non-occurrence of which was a basic assumption on which this Agreement was made or by compliance in good faith with any applicable foreign or domestic governmental law or regulation, LICENSEE understands and agrees that LICENSOR shall not owe LICENSEE any damages, reimbursement or indemnification for such termination.

2.2.4 LICENSEE cannot or will not perform the duties of this Agreement;

2.2.5 LICENSEE provides sub-standard, or poor quality Licensed Services under this Agreement which has not been cured within thirty (30) days and/or LICENSEE exhibits a pattern (which shall be deemed to include three (3) times or more in any twelve (12) month period) of providing such substandard Licensed Services;

2.2.6 LICENSEE fails to comply with its payment obligations hereunder;

2.2.7 LICENSEE, or any of its agents or representatives, disparages LICENSOR, its owners or other representatives, or other assets of LICENSOR; and

2.2.8 LICENSEE does anything which either, intentionally or unintentionally, puts itself, LICENSOR, in poor repute.

2.3 LICENSOR shall have the right to terminate this Agreement without cause and for any or no reason by providing LICENSEE with ninety (90) days prior written notice.

2.4 This Agreement may also be terminated or permitted to expire as is expressly provided elsewhere in this Agreement.

2.5 In the event of expiration or termination of this Agreement however arising, and subject to any express provisions set out elsewhere in this Agreement, all outstanding sums payable by LICENSEE to LICENSOR shall immediately become due and payable.

2.6 The provisions of "Confidentiality," "LICENSEE's Covenants," "LICENSEE's Representations and Warranties," "Profit Share," "Intellectual Property," "Indemnification," "Choice of Law; Consent to Jurisdiction" and "Attorney's Fees," as set forth herein shall continue in perpetuity notwithstanding the termination or expiration of this Agreement.

2.7 In the event of the expiration or termination of this Agreement however arising, and subject to any express provisions set out elsewhere in this Agreement:

2.7.1 All rights and licenses granted to LICENSEE shall immediately cease.

2.7.2 Without limitation, LICENSEE shall have no claims or right to continue to sell Licensed Services using the Intellectual Property, to market any Licensed Services or in any other manner take any action which would have been authorized under this Agreement.

2.7.3 LICENSEE shall immediately, but no less than ninety (90) days after the termination or expiration of the Agreement, remove any and all signage, change any menus using any Intellectual Property, discontinue usage of any recipes or other Confidential Information of LICENSOR, discontinue any all trade dress usage and discontinue any other use of the Intellectual Property.

2.7.4 LICENSEE shall immediately, but no less than ninety (90) days after the termination or expiration of the Agreement, return to LICENSOR all information or promotional materials provided by LICENSOR under this Agreement.

2.7.5 LICENSEE shall not take any action, nor omit to act, in a manner that would be reasonably expected to give the impression to a third party that LICENSEE has any right to act on behalf of LICENSOR or is otherwise affiliated with it.

2.8 LICENSEE shall not be entitled to any compensation or damages arising from a termination of this Agreement by LICENSOR that is authorized hereunder. This will include, without limitation, indemnification, compensation, reimbursement or damages for loss of prospective compensation, goodwill or loss thereof, or expenditures, investments, leases, or any type of commitment made in connection with LICENSEE's business, or in reliance on the existence of this Agreement including, but not limited, to advertising and promotion costs, costs of supplies, termination of employees, employee salaries, and other costs and expenses.

3. Advance; Royalty and Guarantee

3.1. Advance. Intentionally omitted.

3.2. Royalty.

3.2.1. LICENSEE shall promptly pay a royalty to LICENSOR or its designee, as may be designated in writing from time to time, on a monthly basis, as set forth below. The royalty shall be calculated at the Royalty Rate set forth in EXHIBIT A attached hereto, and that percentage shall be applied to the Gross Sales as defined below.

3.2.2. Royalties payable to LICENSOR under this Agreement shall be remitted to it within thirty (30) days of the end of each Monthly Period. All such payment shall be paid in US Dollars.

3.2.3. "Gross Sales" means the gross selling price (exclusive of sales taxes, if any), whether for cash or otherwise, of all food and beverages, merchandise, goods and services, and all other receipts whatsoever (including interest, time price differential, finance charges, service charges, credit and layaway sales), of all business conducted at, in, upon or from the Territory, including mail or telephone orders received or filled at the Territory, catering and delivering services conducted off-Territory, deposits not refunded to purchasers, orders taken at the Territory but filled elsewhere, sales to employees, sales through vending machines or other devices, sales by any sublessee, concessionaire or licensee or otherwise in the Territory, and proceeds of business interruption or similar insurance, if any. No discounts shall be deducted from any actual sale price for any selected category of customer. No deduction shall be allowed for uncollected or uncollectible credit accounts, service charges, finance charges, bank card charges or postage fees. Gross Sales shall not, however, include the following:

- (a) the amount of any refunds or credits made by LICENSEE to the purchaser for returned merchandise, the selling price of which was theretofore included in Gross Sales;
- (b) goods returned to sources, or transferred to another restaurant owned by LICENSEE;
- (c) sales of fixtures, equipment or property which are not stock in trade; and
- (d) gift certificates or like vouchers until such time as the same shall have been

converted into a sale by redemption.

3.2.4. The Parties acknowledge and agree that the royalty payable to LICENSOR hereunder shall not be subject to any credits, deduction or set-offs for any reason except as described herein.

3.2.5. LICENSEE agrees to deliver to LICENSOR: (i) a statement (the "Monthly Statement") of Gross Sales of LICENSEE for each calendar quarter during the term of this Agreement by the thirtieth (30th) day of the calendar month immediately succeeding the end of such month; and (ii) an annual statement (the "Annual Statement") of the Gross Sales for each calendar year (or partial calendar year, as the case may be) during the term of this Agreement, including a monthly breakdown of Gross Sales for each such quarter of such calendar year (or partial calendar year, as the case may be), within sixty (60) days after the end of such calendar year. Such statements shall show the gross selling prices of all merchandise, food and services with all adjustments allowed thereto pursuant to Section 3.2.3 above, and LICENSEE shall keep full, complete and appropriate records of all such sales. Such statements shall be signed by all individuals doing business as LICENSEE, by a general partner if LICENSEE is a partnership, by an authorized officer of LICENSEE if LICENSEE is a corporation, or by the managing member if LICENSEE is a limited liability company. LICENSEE shall keep the following items: (A) full and accurate books of account and records in accordance with generally accepted accounting principles consistently applied (including, without limitation, a sales journal, general ledger, and all bank account statements showing deposits) of all Gross Sales during and/or pertaining to each month and each calendar year of the term of this Agreement; (B) all cash register receipts with regard to the Gross Sales and credits, refunds and other pertinent transactions made from or upon the Premises (including the Gross Sales of any subtenant, licensee or concessionaire) during the term of this Agreement; and (C) detailed original records of any exclusions or deductions from Gross Sales during each monthly and each calendar year of the term of this Agreement. In addition, upon request of LICENSOR, LICENSEE agrees to furnish to LICENSOR a copy of LICENSEE's state and local sales and use tax returns pertaining to each month and calendar year during the term of this Agreement.

3.3. Guarantee. Intentionally omitted.

3.4. In the event that a currency conversion needs be made as to any payments to be made under this Agreement, it shall be converted pursuant to the rate posted on Bloomberg.com on the date of the payment, or if Bloomberg.com does not post a rate, a similar financial website chosen by LICENSOR.

3.5. LICENSOR or its designee shall have the right to audit any and all documents, records and computer files and other materials relating to the marketing and sales contemplated under this Agreement. LICENSOR may either demand that such materials be forwarded, in hard copy documents if they exist, to it upon fifteen (15) business days' notice or may demand the right to review the same upon fifteen (15) business days' notice on site during normal business hours. In the alternative, and in LICENSOR's sole discretion, it may require that LICENSEE provide those materials in data format in a manner that is readable by LICENSOR's

computer system which will be transmitted either in an electronic file or on a computer media by mail.

In the event that any discrepancy shall be discovered by LICENSOR or its representatives in the inspection of the management accounts, records detailing Licensed Services or otherwise, the following shall apply, LICENSEE shall immediately, but no later than two (2) business days thereafter: (a) make up the shortfall; and (b) reimburse LICENSOR in respect of any professional charges incurred for such an inspection. The foregoing shall not limit any other remedies available to LICENSOR or its representatives.

3.6. LICENSEE acknowledges and agrees that it is not entitled to, nor has any right to, any compensation from LICENSOR. LICENSEE's sole compensation, if any, shall be derived from the revenue from Licensed Services.

3.7. LICENSEE acknowledges and agrees that all monies which it holds for LICENSOR shall be held in trust and LICENSEE shall be acting as a fiduciary and be bound accordingly in this regard.

4. **LICENSEE's Obligations.** LICENSEE shall perform its obligations without the direction or control of LICENSOR, but subject to the customary quality provisions shown in this Agreement.

4.1. LICENSEE shall fully perform and exploit the rights it is being granted hereunder. Notwithstanding the above, Licensee shall not be required to undertake any efforts that it has not previously undertaken for Licensor pursuant to prior agreements.

4.2. LICENSEE shall comply with all reasonable directions given by LICENSOR regarding the quality-control and maintenance of service quality for the Licensed Services.

4.3. LICENSEE shall, at the request of LICENSOR, and at LICENSEE's own expense, allow LICENSOR to sample food items on its menu, inspect the cleanliness of the Territory, and inspect any marketing and development plan for the Licensed Services.

4.4. LICENSEE shall keep LICENSOR fully informed of its activities concerning the performance, promotion and sale of the Licensed Services ("Activities").

4.5. LICENSEE shall undertake reasonable efforts to keep LICENSOR promptly informed of conditions and developments in the market for and use of the Licensed Services in the Territory.

5. **LICENSEE's Covenants**

5.1. LICENSEE covenants and agrees not to offer for sale the Licensed Services anywhere outside the Territory. Upon LICENSOR's approval, Licensee may use advertising outside of the Territory, but in such event, any benefit that inures to LICENSOR or its

other licensees, shall be for the sole benefit of LICENSOR and not subject to any cost recover, reimbursement or other setoff.

5.2. LICENSEE covenants and agrees not to represent itself or himself as an agent of LICENSOR for any purpose nor pledge LICENSOR's credit or give any condition or warranty or make any representation on LICENSOR's behalf or commit LICENSOR to any contracts. Any promises or guarantees in respect to the Licensed Services made without LICENSOR's prior written consent shall in no circumstances be deemed to have been made by LICENSOR or to be binding upon LICENSOR. Without limitation, LICENSEE shall fully indemnify, defend and hold LICENSOR and the LICENSOR Entities (as defined herein) harmless for any such un-approved promises and/or guarantees.

5.3. LICENSEE covenants and agrees that it shall ensure that all Licensed Services and advertisements for the same carry the proper trademark and legal notices, including any that may be provided by LICENSOR from time to time. LICENSEE shall submit proposed advertising and signage to LICENSOR for approval, and shall not use any such items until such approval has been obtained.

5.4. LICENSEE covenants and agrees that it shall not enter into any other agreement which conflicts with this Agreement.

5.5. LICENSEE covenants and agrees, represents and warrants that the Licensed Services will conform to LICENSOR's applicable specifications and will be of the highest quality. LICENSEE assumes full liability for and obligations related to the performance, accuracy, and agreements produced or supplied by LICENSEE and shall be liable for costs or expenses incurred by LICENSOR related thereto, including without limitation, attorney's fees, expert fees and court costs.

5.6. LICENSEE will inform all of its employees, independent contractors, agents, servants, successors, and/or assigns of LICENSEE's obligations set forth herein, and LICENSEE will ensure those parties compliance with regard to same; and

5.7. LICENSEE shall ensure that it and all of its employees and agents comply with all applicable laws, regulations, requirements and safety standards of any governmental body, including without limitation those of the United States, a foreign country, or international convention/treaty, relating to the performance and advertising of the Licensed Services. LICENSOR's approval of any item or conduct shall not waive, impair or reduce in any manner LICENSEE's obligations hereunder. At LICENSOR's request, LICENSEE shall provide LICENSOR with any and all documentation required to show LICENSEE's and its employees and agents compliance with this section. LICENSEE shall provide written notice to LICENSOR if, at any time, it determines or obtains actual or constructive knowledge that any Licensed Service is alleged not to comply with any such law, rule, regulation, requirement or standard.

6. **LICENSEE's Representations and Warranties.** LICENSEE hereby represents and warrants that:

6.1. All materials furnished by and all services rendered by LICENSEE hereunder shall comply with the terms, rules and policies set forth herein and shall not violate the civil or proprietary rights of others;

6.2. LICENSEE will determine the requirements of, and comply with, all local laws and regulations within the Territory regarding the advertising, marketing, performance and sale of the Licensed Services;

6.3. This Agreement does not conflict with any other contract, agreement or obligation of LICENSEE;

6.4. LICENSEE has conducted its own diligence on all items within this Agreement, including the Intellectual Property, has had the opportunity to examine the same, and does not have any outstanding concerns not specifically addressed in this Agreement; and

6.5. LICENSEE has disclosed to LICENSOR any and all agreements to which it or he is currently a party that would either directly or indirectly relate to the subject matter of the within Agreement.

7. Licensor's Representations, Warranties, and Limitations. LICENSOR hereby covenants, represents and warrants that to the best of its knowledge this Agreement does not conflict with any other agreement of LICENSOR. LICENSEE agrees and acknowledges that other than those representations explicitly contained above, if any, no representations, warranties or guarantees of any kind have been made to LICENSEE, either by LICENSOR or its affiliates, or by anyone acting on their behalf. Without limitation, no representations concerning the value of the Licensed Services, or other prospects for the level of their sales or profits have been made and LICENSEE has made its own independent business evaluation in deciding to perform the Licensed Services on the terms set forth herein. Additionally, LICENSEE accepts the use of all such Intellectual Property, "AS IS" and without any warranties or representations either express or implied

8. Approvals and Cooperation. LICENSEE acknowledges that if the Licensed Services performed and delivered hereunder were of inferior quality, the substantial goodwill which LICENSOR has established and now possesses, in the trademarks, copyrights, names, symbols, design and logos, would be impaired. Accordingly, LICENSEE agrees that the Licensed Services shall be of high standard and of such style, appearance and quality as shall be reasonably adequate and suited to their exploitation to the best advantage.

8.1. LICENSOR shall have the right to approve of any signage, advertisements, or other audio-visual usage of the Intellectual Property, and LICENSEE shall not use any such items without written approval.

8.2. LICENSOR shall have the right to inspect the Territory, the menus, food selection, alcohol selection and service staff for adherence to this Agreement. Should LICENSOR in its reasonable discretion believe that any such condition shall result in negative goodwill in

LICENSOR's Intellectual Property, LICENSOR may treat such discovery the same as a material breach as it related to both a Cure period and termination provisions of this Agreement.

8.3. LICENSEE shall be responsible for all costs incurred by LICENSEE and/or LICENSOR in connection with the development for formatting of artwork, designs and verse for the Licensed Services, displays, advertising or promotional materials (including artwork developed by third parties and including any artwork which in Licensor's opinion is necessary to modify artwork initially proposed by Licensee and submitted to Licensor for approval).

8.4. LICENSOR shall have the right, at any time in its reasonable discretion due to concerns regarding the quality of any specific food or alcohol, to request that LICENSEE cease use of any specific food or alcohol distributor.

9. Confidentiality

9.1. LICENSEE acknowledges and agrees that LICENSEE will have access to confidential and proprietary information concerning the business and financial activities of LICENSOR that relate to the Licensed Services and information and technology regarding LICENSOR's service research and development, including without limitation, LICENSOR's research and development information, plans, products, services, licenses, methods, strategies, programs, source code, software, inventions, processes, formulas, theories, technology, designs, drawings, marketing information, costs, pricing, finances or other information of any nature, whether technical or non-technical (such as financial, business and legal information), relating to the operation of LICENSOR's restaurants. Such information, whether documentary, written, oral or computer generated, shall be deemed to be and referred to as "**Proprietary Information.**"

9.2. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of LICENSOR and irrespective of form, but excluding information that (i) was known to LICENSEE prior to LICENSEE's association with LICENSOR and can be so proven by LICENSEE's contemporaneous written records; (ii) shall have appeared in any printed publication or patent or shall have become a part of the public knowledge except as a result of a breach of this Agreement by LICENSEE; (iii) shall have been received by LICENSEE from a third party having no obligation to LICENSOR, or (v) reflects information and data generally known within the industries or trades in which LICENSOR transacts business.

9.3. LICENSEE agrees and declares that all Proprietary Information, patents and other rights in connection therewith shall be the sole property of LICENSOR and its assigns. At all times, both during LICENSEE's engagement by LICENSOR and after its termination, LICENSEE will keep in confidence and trust all Proprietary Information, and LICENSEE will not use or disclose any Proprietary Information or anything relating to it without the prior written consent of LICENSOR, except as may be necessary in the ordinary course of performing LICENSEE's duties hereunder and in the best interests of LICENSOR.

9.4. At the end of the Term, LICENSEE will promptly deliver to LICENSOR all documents and materials of any nature pertaining to LICENSEE's work with the of LICENSOR,

and LICENSEE will not take with him any documents or materials or copies thereof containing any Proprietary Information.

9.5. LICENSEE will inform all of its employees, independent contractors, agents, servants, successors, and/or assigns of the Confidentiality provisions set forth in this Section and LICENSEE will ensure those parties compliance with regard to the same.

9.6. The provisions of this Section shall remain in full force and effect notwithstanding the expiration or termination of this Agreement.

10. Intellectual Property

10.1 The Parties stipulate that, except as may be specifically set forth herein, all Intellectual Property developed in the performance of this Agreement and goodwill associated with the same, shall inure to LICENSOR. Any work performed or property created by or for LICENSEE based on the Intellectual Property, shall be, to the maximum extent permitted by law, be deemed to be a work-for-hire for LICENSOR, for intellectual property purposes (“Demised Property”). Notwithstanding the foregoing, in the event that any such Demised Property is deemed not to be a work-for-hire for LICENSOR, LICENSEE hereby irrevocably and exclusively agrees to assign, and hereby does assign to the LICENSOR, all right, title and interest in and to the same. Moreover, in the event that any applicable law prohibits or limits such assignment, LICENSEE hereby irrevocably, exclusively and on a royalty-free basis, licenses to LICENSOR all right, title and interest in and to the Demised Property. This includes without limitation, any registrations and applications relating to the Demised Property and any renewals and extensions thereof; all works based upon or derived from the Demised Property; all goodwill associated with the same; in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action that LICENSEE may have either in law or equity for third parties’ past, present or future infringement of the intellectual property throughout the world. LICENSEE further agrees to perform any and all acts and execute any documents requested by LICENSOR, if any, that LICENSOR deems necessary to protect the LICENSOR’s rights or otherwise effectuate the terms and conditions of this provision.

10.2 Without limitation, LICENSEE covenants and agrees that it will not at any time during or after this Agreement assert or claim any interest in or to any patent, trademark, copyright, or any other intellectual property right relating to the Licensed Services or the Intellectual Property. All goodwill associated with the Licensed Services and the Intellectual Property shall inure solely to LICENSOR

10.3 LICENSEE may utilize the Intellectual Property only in connection with the Licensed Services and only in the manner and style approved by LICENSOR, in writing. Without limitation, LICENSEE will not use Intellectual Property as part of its company name or in connection with any services or products other than the LICENSED SERVICES. LICENSEE further agrees not to alter, deface, remove, cover up, or mutilate any of the Intellectual Property.

10.4 In the event that LICENSEE becomes aware of any third party engaging in unlicensed activities or activities otherwise unauthorized by LICENSOR, including such activities

which could constitute unauthorized disclosure or the misuse of any of the Intellectual Property, it shall notify the other of the same within two (2) days. Moreover, as may be requested by LICENSOR, LICENSEE shall join LICENSOR in taking all such steps (if any), as per LICENSOR's direction and in its sole discretion as it determines to undertake the protection of LICENSOR's rights in and to the Intellectual Property. The expenses incurred in taking such steps and any profits or damages which may be obtained shall be (in the absence of agreement to the contrary) for the account of LICENSOR.

10.5 LICENSEE covenants and agrees not to adopt any trademark, tradename, tradedress, mark, logo or symbol which is similar to, or likely to be confused with, any of the Intellectual Property or other intellectual property of LICENSOR. Without limitation, LICENSEE shall not use any other trademark, word, symbol, letter or design in combination with any of the items described as trademarks on Exhibit A.

10.6 Nothing in this Agreement shall constitute any representation by LICENSOR that the Licensed Services or the Intellectual Property are not owned or licensed to LICENSOR by any third party (including patents).

10.7 LICENSEE shall not use, or suffer the use of, LICENSOR's name, logo, likeness nor any other Intellectual Property in its marketing materials, press releases, media communications or otherwise without first obtaining LICENSOR's prior written consent. This shall specifically include references to this Agreement or the contractual relationship created hereunder.

10.8 LICENSEE shall cooperate both before and after the termination of this Agreement with any action by LICENSOR with the registration, application, or securing of any rights related to the Intellectual Property and the Demised Property.

11. **Insurance.** Throughout the Term, LICENSEE shall obtain and continuously maintain, at its expense, errors and omissions, general commercial liability and products liability insurance policies at all times with an insurance company rated at least Grade A VIII by AM Best, with no minimum limits less than \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate with a \$5,000,000.00 follow from an umbrella policy with an insurance company also rated at least Grade A VIII by AM Best. LICENSEE shall add LICENSOR, as an additional insureds on such policies and shall provide LICENSOR with a certificate of insurance and a certified complete insurance policy evidencing the same within thirty (30) days of the Effective Date, and otherwise upon LICENSORS's advance request. LICENSEE shall cooperate with LICENSOR in all respects in a timely fashion with regard to compliance with this paragraph.

12. **Indemnification and Limitation of Liability**

12.1 LICENSEE shall indemnify, defend and hold harmless LICENSOR and each of its members, employees, representatives, agents, attorneys' and representatives (collectively, the "**Indemnified Parties**"), and shall reimburse the Indemnified Parties for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys'

fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "**Damages**"), directly or indirectly arising from or in connection with:

12.1.1 Any breach of any representation or warranty made by LICENSEE in this Agreements;

12.1.2 Any breach of any covenant or obligation of LICENSEE in this Agreement or in any other certificate, document, writing or instrument delivered by LICENSEE pursuant to this Agreement;

12.1.3 Any liability arising out of the ownership or operation of LICENSEE's businesses, whether or not such liability was caused by LICENSEE or any other person or entity;

12.1.4 Any failure to remit any taxes, fees, fines, penalties or any other government impositions;

12.1.5 Any claim relating to a death, bodily injury, personal property or other harm or damage resulting from any products, foodstuffs or other materials caused to be manufactured, imported, or sold by LICENSEE;

12.1.6 LICENSEE's infringement of an intellectual property of any person, entity, including without limitation, patents, trade secrets, copyrights, trademarks, service marks and/or trade names;

12.1.7 Any statement or misstatement made by LICENSEE or any of their employees, contractors, agents or other representatives to a manufacturer, wholesaler, retailer or other third party;

12.1.8 Any failure by LICENSEE to perform the Licensed Services in a manner that does not fully comport with safety standards and other compliance laws and regulations, including without limitation, false advertising, misrepresentation or claims made related to the Licensed Services and/or any advertising;

12.1.9 Any negligent, willful or reckless act, omission, or misconduct on the part of LICENSEE.

In the event that a potential or actual claim giving rise to LICENSEE's indemnification obligations hereunder, LICENSEE shall employ best efforts to cooperate with the LICENSOR's efforts to defend and/or resolve such claim, including without limitation, supplying any documents that any of the Indemnified Parties requests, providing access to LICENSEE's employees for purposes of interviewing them at a time and place requested by LICENSOR, and in all other respects cooperating with LICENSOR's efforts in regard to the claim. LICENSEE acknowledges that LICENSOR shall be able to select and utilize their own attorneys in their sole discretion. Furthermore, LICENSEE shall consent to the personal justification of any court, tribunal, or forum

in which an action or proceeding is brought involving a claim to which this foregoing indemnification shall apply.

12.2 Limitation of Liability. Except where may be specifically required by law, LICENSOR and the Indemnified Parties shall not be liable hereunder or otherwise to LICENSEE for any special, treble, exemplary, punitive, indirect, incidental or consequential damages (including, but not limited to lost profits, loss of customers, lost goodwill, damage to reputation or advertising, or lost business opportunities), whether based in contract, tort, strict liability or otherwise, even if LICENSOR has been advised of the possibility of such losses or damages. .

13. **No Joint Venture; Independent Contractors.** This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either party hereto. Neither party has the power or the authority to bind the other, contractually or otherwise. Each party is responsible for the payment of all fees, salaries, benefits and other payments to or on behalf of its employees, subcontractors, and others who may provide goods and/or services to the party to perform in accordance with this Agreement.

14. **Force Majeure.** If either Party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war, Act of God, terrorist activity or any similar event beyond a party's reasonable control ("**Event of Force Majeure**"), failure to perform shall not be deemed a breach of or default under the Agreement and neither party shall be liable to the other therefore. LICENSOR shall have the right to suspend the Agreement during an Event of Force Majeure and shall have the right, but not the obligation, to extend this Agreement by the length of any such suspension. In the alternative, LICENSOR may terminate the Agreement in an Event of Force Majeure, which may not be unreasonably withheld.

15. **Breach.** In the event of a breach of any provision of this Agreement, the non-breaching party shall give the breaching party notice describing the breach and stating that the breaching party has thirty (30) days hours after notice of the breach to cure the breach. If the breach is not cured in that period, the non-breaching party may declare a material breach ("**Material Breach**") under the Agreement. For avoidance of doubt, there is no cure period for a breach of LICENSEE's obligation to remit payment to LICENSOR or the other items in Section 2 that give LICENSOR an immediate right to terminate this Agreement.

16. **Remedies.** LICENSEE acknowledges that it would be difficult to measure the damages that would result from its breach of this Agreement, and that even if damages were measurable, a temporary and/or permanent injunction or other equitable remedy would be an effective and appropriate remedy. LICENSEE further acknowledges that the restrictions herein are reasonable, are reasonably necessary for LICENSOR's protection and LICENSOR's business and goodwill and, by virtue of the circumstances of its business, a violation LICENSEE of any such covenant would cause irreparable damage to LICENSOR. Therefore, LICENSEE hereby agrees that any breach or threatened breach of any provision of this Agreement shall entitle LICENSOR, in addition to any legal remedies available to it, to apply to any court of competent jurisdiction for a temporary and/or permanent injunction or any other appropriate equitable relief,

including specific performance (without any bond or security required) in order to enjoin such breach or threatened breach.

17. **Assignment.** LICENSOR may freely assign its rights and obligations hereunder, in whole or in part. Notwithstanding the foregoing, LICENSEE shall not assign, transfer, charge or encumber this Agreement nor assign any of its obligations or delegate any of its duties hereunder without first obtaining LICENSOR'S prior written consent, which may be unreasonably withheld. Any such assignment in violation of this Agreement shall be deemed null and void.

18. **Choice of Law; Consent to Jurisdiction.** THE PARTIES AGREE THAT THIS AGREEMENT IS MADE AND DELIVERED IN, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS OF THE COMMONWEALTH OF MASSACHUSETTS OR ANY OTHER STATE). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS OF COMMONWEALTH OF MASSACHUSETTS FOR ANY ACTION, PROCEEDING OR INVESTIGATION IN ANY COURT OR BEFORE ANY GOVERNMENTAL AUTHORITY (A "LITIGATION") FOR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS WELL AS ANY OTHER CLAIMS OR DEFENSES DIRECTLY OR INDIRECTLY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT (AND AGREES NOT TO COMMENCE ANY LITIGATION RELATING THERETO EXCEPT IN SUCH COURTS). NEVERTHELESS, THE PARTIES ACKNOWLEDGE AND AGREE THAT LICENSOR SHALL HAVE THE RIGHT TO INSTITUTE AN ACTION FOR EQUITABLE RELIEF AGAINST LICENSEE IN ANY COURT, ANYWHERE IN THE WORLD, AS LICENSOR DEEM NECESSARY TO PROTECT THEIR RIGHTS AND/OR MAINTAIN THE STATUS QUO. THE JURISDICTION PROVISION WITHIN THIS SECTION SHALL NOT BE DEEMED TO PROHIBIT SUCH ACTION.

19. **Attorney's Fees.** In the event that this Agreement is breached by LICENSEE, or if LICENSOR or any of the Licensor Parties undertake any action to enforce the terms and conditions hereof, LICENSEE shall pay the actual attorney's fees and costs (including transcription, translation, and expert witness fees) relating to any legal services of LICENSOR's attorneys whether or not resulting in the institution of proceedings, directly or indirectly relating to the enforcement of the terms and provisions of this Agreement, including without limitation, both actual pre-judgment and post-judgment attorney's fees and cost and attorney's fees and costs of settlement if no proceeding in instituted, Further, such reimbursement shall also include any such fees and costs incurred after the conclusion of such a proceeding in which a judgement or other disposition is rendered on post judgment or post-disposition collection efforts. In furtherance of these rights, and without limitation, LICENSEE acknowledges and agrees that LICENSOR shall be entitled to recoup their attorneys' fees and shall have a viable claim for the same *even if*, they have not established damages other than the incurrence of those fees, resulting from the enforcement of this Agreement.

20. **Notices.** Any and all notices or other communications, if any, that are to be given under this Agreement must be in writing, which shall be given by delivery to the address set forth below to the attention of the respective persons signing this Agreement, by way of either personal delivery, certified mail, return receipt requested, two-day mail or overnight mail by a commercial carrier or facsimile transmission. Notices by certified mail, return receipt requested, two-day mail

or overnight mail by a commercial carrier or facsimile transmission (with self-generated confirmation of receipt) shall be deemed given upon sending. Notices by personal delivery shall be deemed given upon delivery. Notices may also be delivered by email, which shall be deemed effective twenty-four (24) hours after the message was sent, so long as no "System Error" message or other notice of non-delivery is generated. In the alternative, notices may be given by regular mail, but shall not be effective unless and until received at the address to which they are sent. Notices shall be addressed as set forth below unless a party changes the address in writing by providing notice thereof to the other party. The addresses for giving notice are as follows:

TO LICENSOR: JOHN A. TAGLIERI REVOCABLE TRUST
Attn: John Taglieri, Trustee


Telephone:
Email:

Copy to: Fletcher Tilton PC
Attn: Adam Ponte, Esq.
12 POST OFFICE SQUARE | 6TH FLOOR
BOSTON, MA 02109
Telephone: 617.336.2280
Fax: 617.336.4480
Email: aponte@fletchertilton.com

TO LICENSEE: TESTA RESTAURANT GROUP, LLC
15 Ordway Lane
Kingston, NH 03848
Telephone: 617.877.8214
Email: jktesta@comcast.net

21. **Voluntary Agreement.** The Parties acknowledge having read this Agreement carefully, that they understand all of its terms, that all agreements between the Parties relating to the subjects covered in this Agreement are contained in it, and that the Parties have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. The Parties further acknowledge having had the opportunity to review and discuss this Agreement with private independent legal counsel of the Parties' choosing; have not in any manner relied upon the other's legal counsel for legal advice, and are fully satisfied that they have read the Agreement thoroughly; and acknowledge that it is in their respective best interests to enter into it. The Parties also acknowledge having asked any questions desired and clarified the meaning of all terms, if any, the meaning of which the Parties are not sure.

22. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties hereto relating to the subject matter hereof, and any prior agreements, understandings, representatives and commitments concerning such subject matter, whether oral or written, are

hereby superseded and terminated in their entirety and are of no further force or effect. There are no contemporaneous oral agreements between the Parties hereto relating to the License, and the Parties have not executed the Agreement in reliance upon any representation or promise other than those specified herein.

23. **Execution in Counterparts; Facsimile and Electronic Signature.** The Agreement may be executed in counterparts. All counterparts shall be construed together and constitute the same instrument. Further, this Agreement may be signed by facsimile or email transmission, which shall be binding upon the Parties as if signed in the original.

24. **Severability.** The Parties acknowledge that one or more provisions of this Agreement may be legally prohibited or otherwise unenforceable in certain jurisdictions and not others. It is the Parties' intention that this Agreement be construed in a manner that is consistent with prevailing law in the jurisdiction in which it is enforced. Therefore, the Parties agree that if any provision of this agreement is prohibited or otherwise unenforceable in a jurisdiction where it is being enforced, (a) it shall nevertheless be enforced to the fullest extent allowed by that prevailing law and (b) all other provisions of this Agreement shall remain in full force and effect and shall not be invalidated or rendered unenforceable.

25. **Waiver.** No failure by either party to enforce any term, provision or condition of this Agreement, including the breach or default thereof, by conduct, course of dealing or otherwise, in one or more instances shall be deemed a waiver. The rights and remedies of the Parties are cumulative and not alternative.

26. **No Third Party Beneficiaries.** This Agreement is not intended to be for the benefit of, and shall not be enforceable by any unaffiliated third party, except as may be specifically provided herein such as, without limitation, the Indemnified Parties (who shall be deemed to be third party beneficiaries hereof). Nothing in this Agreement, express or implied, is intended to nor shall it confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement, except as may be specifically provided herein. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement. No third party shall have any right, independent of any right that exists irrespective of this Agreement, to bring any suit at law or equity for any matter governed by or subject to the provisions of this Agreement. Without limitation, the Parties hereby disclaim any and all liability to third parties in connection with the subject matter of this Agreement.

27. **Survival of Representations and Warranties.** The representations and warranties (and limitations thereof) of the Parties made herein shall survive the execution and delivery of this Agreement.

28. **Further Assurances; Reasonable Assurances.** LICENSEE covenants and agrees to execute and deliver to LICENSOR any additional written assurances, writings and instruments and to perform any further acts as may be requested by LICENSOR for the purposes of effectuating the intent of this Agreement. Without limitation, upon LICENSOR written request, LICENSEE shall provide LICENSOR with a written affidavit, providing reasonable assurances to LICENSOR,

as determined to be satisfactory to LICENSOR in its sole discretion, that LICENSEE has been complying and will comply with the terms and conditions of this Agreement, including, without limitation, their promises, covenants and agreements, representations and warranties set forth herein. The affidavit shall be attested to by LICENSEE by a resolution of the Board of Directors of LICENSEE or other governing body of LICENSEE if it does not have a Board of Directors. Such reasonable assurances or further acts shall be rendered by LICENSEE and received by LICENSOR within ten (10) days of LICENSOR's delivery of the request for the same, and shall be delivered in accordance with the Notice provision of this Agreement.

29. **Miscellaneous.** The Parties stipulate that the benefits of this Agreement shall inure to their heirs, agents, successors and assigns. The recitals set forth in, and schedules attached to, this Agreement shall be binding upon the Parties as if fully incorporated herein and shall be of full force and effect. The Parties acknowledge that this is a negotiated Agreement and that in no event shall the terms be construed against any party on the basis that such party or its counsel drafted this Agreement. This shall include, without limitation, providing any and all information, documents and executing any material that is to be filed with a governmental entity. The gender terms in this Agreement shall apply equally to either gender. The headings in this Agreement shall have no force and effect and are inserted solely as reference aids for the ease and convenience of the reader; they will not be deemed to modify, limit or define the scope or substance of the provisions they introduce, nor will they be used in construing the intent or effect of such provisions. Neither this Agreement, nor its execution, has been induced by any reliance, representation, stipulation, warranty or understanding of any kind other than those expressed herein. The Parties may not change, modify nor amend this Agreement unless such change, modification or amendment is made in writing and signed by both Parties. Without limitation, any oral statement by the Parties that would modify their rights or obligations hereunder shall be null and void and both Parties must sign any such written statement at the time it is made.

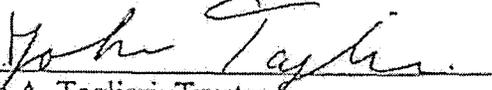
SIGNATURES ARE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSED OR ATTESTED:

LICENSOR:

JOHN A. TAGLIERI REVOCABLE TRUST

By: 
Name: John A. Taglieri, Trustee

LICENSEE:

TESTA RESTAURANT GROUP, LLC

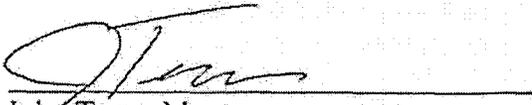
By: 
Name: John Testa, Manager
Duly Authorized

EXHIBIT A

Licensor: JOHN A. TAGLIERI
REVOCABLE TRUST

Licensee: TESTA RESTAURANT
GROUP, LLC

Address:



Address: 15 Ordway Lane
Kingston, NH 03848

Business Contact: John A. Taglieri, Trustee



Business Contact: John Testa,
Manager



1. Commencement Date:	, 2018
2. Termination Date:	This Agreement shall terminate upon the earlier of: (i) the termination of that certain Retail Lease by and between Licensee and Bos Retail 1, LLC dated August ____, 2018 for the leased real property at the Territory; (ii) August ____, 2033 or (ii) such earlier termination pursuant to the terms of this Agreement.
3. Exclusive:	Non-Exclusive
4. Licensed Services:	A single restaurant with on demand prepared food service only at the Territory.
5. Territory(ies):	A single structure at 14 Elissa Avenue, Wayland, Massachusetts
6. Royalty Rate:	5% Gross Sales during the life of John A. Taglieri, an individual and 2.5% Gross Sales at all times thereafter
7. Advance:	None
8. Guarantee:	None
9. Guarantee Period:	None
10. Minimum Sales Requirement:	None
11. Marketing Target Date:	None
12. Samples:	Menu items upon request
13. Additional Notes & Provisions:	N/A
14. LICENSED PROPERTY	See Schedule 1 on the following page

SCHEDULE 1- Licensed Intellectual Property

(1) The word in standard characters:

Giacomo's

as more specifically shown in United States Patent and Trademark Application Serial Number 87338529, such application currently under prosecution, along with all common law rights in the same.

(2) The logo



as more specifically shown in United States Patent and Trademark Application Serial Number 87342649, such application currently under prosecution, along with all common law rights in the same.

PROMISSORY NOTE

\$150,000.00

**Boston, Massachusetts
August 30, 2018**

FOR VALUE RECEIVED, the undersigned, **TESTA RESTAURANT GROUP, LLC**, a limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts having a principal place of business at 14 Elissa Avenue, Wayland, Massachusetts 01778, and **John Testa**, an individual having an address of 15 Ordway Lane, Kingston, NH 03848 (jointly and severally, the "Borrower"), hereby promises to pay to

JOHN A. TAGLIERI

an individual having an address of 6 Nectar Place, Nahant, Massachusetts 01908 (the "Lender"), OR ORDER, the principal sum of

ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS

or so much as shall be advanced hereunder, with interest on the unpaid principal until paid at the rate and in the manner hereinafter provided in lawful money of the United States of America.

Interest shall be calculated on the daily unpaid principal balance of the indebtedness evidenced by this Note based on a 360 day year, provided that interest shall be due for the actual number of days elapsed during each period for which interest is being charged.

The principal of this Note shall bear interest at the Applicable Federal Rate for mid-term debt instruments published by the Internal Revenue Service in effect on the date hereof (the "Interest Rate"). [currently 2.76%].

The Borrower shall make one (1) balloon payment of all principal and accrued and unpaid interest on August 30, 2023, which shall be the Maturity Date.

The Borrower shall have the right to prepay this Note in part or in full without penalty.

All principal outstanding hereunder (together with any and all accrued and unpaid interest thereon) and other amounts due hereunder shall become immediately due and payable, at the option of the Lender, without presentment, demand, protest or notice of protest, upon the occurrence of any one or more of the events of default ("Events of Default") set forth below:

- (1) Failure to make any payment of principal or interest or any sum due under this Note within seven (7) days of when due; or
- (2) Failure by the Borrower to observe or perform any covenant contained herein other than a payment default Note not cured within thirty (30) days of written notice thereof; or

- (3) Any representation or warranty made by the Borrower to the Lender or any statement, certificate or other data furnished in connection herewith proves at any time to be incorrect in any respect; or
- (4) The Borrower shall (i) apply for or consent to the appointment of a receiver, conservator, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable, or admit in writing its inability, to pay its debts as they mature; (iii) file or permit the filing of any petition, case, arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or the making of an assignment for the benefit of creditors or the consenting to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) take any action for the purpose of effecting any of the foregoing; or
- (5) An order, judgment or decree shall be entered, or a case shall be commenced, against the Borrower, without the application, approval or consent of the Borrower by or in any court of competent jurisdiction, approving a petition or permitting the commencement of a case seeking reorganization or liquidation of the Borrower or appointing a receiver, trustee, conservator or liquidator of the Borrower, or of all or a substantial part of its assets and the Borrower, by any act, indicates its approval thereof, consent thereto, or acquiescence therein, or, in any event, such order, judgment, decree or case shall continue unstayed, or undismissed and in effect for any period of thirty (30) consecutive days; or
- (6) The Borrower shall die, dissolve or liquidate, or be dissolved or liquidated, or cease to exist legally, or if a corporation or partnership (general or limited), merge or consolidate with, or be merged or consolidated with or into any other entity; or
- (7) Any uninsured loss, theft, damage or destruction to any material portion of the collateral; or
- (8) A default or Event of Default occurs under the Lease by and between TESTA RESTAURANT GROUP, LLC and BOS RETAIL 1, LLC dated of August 30, 2018; and
- (9) A default or Event of Default occurs under the License Agreement by and between TESTA RESTAURANT GROUP, LLC and JOHN A. TAGLIERI REVOCABLE TRUST dated of August 22, 2018.

Upon the occurrence of any one or more of the Events of Default, the Lender shall have the right to institute any proceedings upon this Note and any collateral given to secure the same for the purposes of collecting said principal and interest with costs and expenses, or of protecting any security connected herewith, and shall have, among other remedies, all of the rights of a secured party under the Uniform Commercial Code of Massachusetts. Any waiver or consent to

a waiver of any of the Events of Default, shall not be construed as a waiver or consent to a waiver in a subsequent instance.

During the period of any default and after the Maturity Date, this Note shall bear interest at the rate of four (4%) percent per annum above the rate then in effect ("Default Rate"). Such Default Rate shall be effective five (5) days from the date of notice of default from the Lender to the Borrower.

The Borrower also agrees to pay a late charge for payments of interest and principal made ten (10) days after their due date assessed at five percent (5%) of the overdue amount. Such late charge payments are made for the purpose of compensating the Lender for its administrative costs and expenses in handling late payments and losses in connection therewith. This provision is not intended to provide a grace period for any payment otherwise due and payable and shall not constitute a waiver by the Lender to insist upon the strict performance of any of the Loan Documents or to declare any event of default for any payment not made when it was due and payable.

Any deposits or other sums at any time credited by or due from the Lender to the Borrower, any endorser or guarantor hereof, may at all times be held and treated as collateral for the payment of this Note and any and all other liabilities (direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising) of said respective Borrower, endorser or guarantor to the Lender. The Lender may apply or set off such deposits or other sums against such liabilities at any time in the case of the Borrower, but only with respect to matured liabilities in the case of endorsers and guarantors any time after default.

The Borrower shall not assign this Note without the prior written consent of the Lender which may be withheld in its sole discretion.

In case this Note shall not be paid in full whenever it shall become due, the Borrower and any endorser or guarantor hereof agree to pay all costs and expenses of collection, including court costs and reasonable attorneys' fees.

The Borrower and each guarantor, endorser or other person now or hereafter liable for the payment of any of the indebtedness evidenced by this Note, agrees, by making, guaranteeing or endorsing this Note or by making any agreement to pay any of the indebtedness evidenced by this Note, to waive presentment for payment, protest and demand, notice of protest, demand and of dishonor and non-payment of this Note, and consents without notice or further assent (a) to the substitution, exchange, or release of the collateral, if any, securing this Note or any part thereof at any time; (b) to the acceptance or release by the holder or holders hereof at any time of any additional collateral or security for or other guarantors of this Note; (c) to the modification or amendment, at any time and from time to time, of this Note, and any instrument securing this Note, at the request of any person liable hereon; (d) to the granting by the holder hereof of any extension of the time for payment of this Note or for the performance of the agreements, covenants, and conditions contained in this Note, or any instrument securing this Note, at the request of any person liable hereon; and (e) to any and all forbearances and indulgences whatsoever. Such consent shall not alter nor diminish the liability of any person.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY OTHER DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN EVIDENCED BY THIS NOTE.

Borrower hereby agrees that the following courts: State Court - Any state or local court of the Commonwealth of Massachusetts; Federal Court - United States District Court for the District of the Commonwealth of Massachusetts; or at the option of Lender, any court in which Lender shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy, shall have exclusive jurisdiction to hear and determine any claims or disputes between Borrower and Lender pertaining directly or indirectly to this Note or to any matter arising in connection with this Note. Borrower expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in such courts, hereby waiving personal service of the summons and complaint, or other process or papers issued therein, and agreeing that service of such summons and complaint, or other process or papers, may be made by registered or certified mail addressed to Borrower at the address set forth herein. Should Borrower fail to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing thereof, it shall be deemed in default and an order and/or judgment may be entered against it as demanded or prayed for in such summons, complaint, process or papers. The exclusive choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action under this Note to enforce the same in any appropriate jurisdiction.

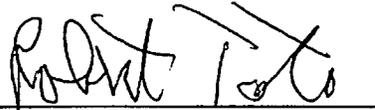
COMMERCIAL TRANSACTION. BORROWER ACKNOWLEDGES THAT THE ADVANCES EVIDENCED BY THIS NOTE ARE PART OF A COMMERCIAL TRANSACTION.

This Note shall be the joint and several obligation of the Borrower and all sureties, guarantors and endorsers, and shall be binding upon them and their respective successors and assigns and each or any of them.

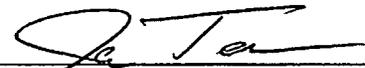
[The remainder of this page is intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Borrower has executed this Note as an instrument under seal as of the day and year first above written.

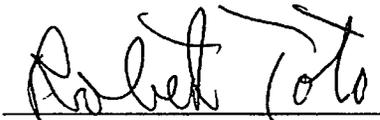
TESTA RESTAURANT GROUP, LLC



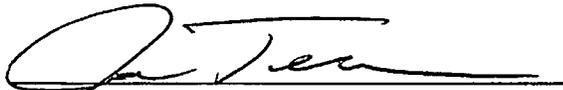
Witness

By: 

John Testa, Manager



Witness



John Testa, Individually



Town of Wayland

41 COCHITUATE ROAD

2018 SEP -6 PM 2:55 WAYLAND MASSACHUSETTS 01778

www.wayland.ma.us TEL. 508-358-3788

① Property direct abutters
② 500 feet of
- schools
- churches
- daycare
- hospitals

OFFICE STAFF
Bruce Morgan Director of Assessing
Don Clarke, MAA, Assistant Assessor
Jessica Marchant, MAA Administrative Assessor
Savitri Ramgoolam, Department Assistant

BOARD OF ASSESSORS
Susan M. Rufo, Chair
Jayson Brodie, Vice Chair
Zachariah L. Ventress
Steven Glovsky
John Todd

Certification of Abutters

Date of request 9/6/18

Please plan your submission accordingly. The Assessors' office has 10 business days to certify an abutters list Per MGL Ch. 66, S.10

Address to be certified (14 ELISSA AVB) Parcel ID 23-052
(Map/Lot)

Owner's Name _____
(PLEASE PRINT)

Owner's Mailing Address _____

Name of Applicant John Testa Telephone: _____
(PLEASE PRINT)

_____ State MA Zip 03878

Signature of Applicant John Testa

Reason for List (check one) Conservation Health Planning Zoning Board of Selectmen

****Please check with the Board/Commission for their guidelines regarding the number of feet required for notification. Each Board/Commission has its own regulations for their abutters listing. There's no fee for certification, however the list/s of abutters must be provided by the person or company requesting certification.**

For use by Assessors

This is to certify that at the time of the last assessment for taxation made by the Town of Wayland, the names and addresses are the assessed owners to these parcels.

Certified By: [Signature] Date: 9/10/18

CC: Conservation Health Planning Zoning Board of Selectmen



100 foot Abutters List Report

Wayland, MA
September 10, 2018

RECEIVED

2018 SEP 10 PM 3:09

Subject Property:

Parcel Number: 23-052
CAMA Number: 23-052
Property Address: 400 BOSTON POST RD

Mailing Address: BOS RETAIL 1 LLC %NATIONAL DEVELOPMENT
2310 WASHINGTON STREET
NEWTON LOWER FALLS, MA 02462 ✓

Abutters:

Parcel Number: 23-015
CAMA Number: 23-015
Property Address: 397 BOSTON POST RD

Mailing Address: RUSSELL'S GREENHOUSES & GARDEN CENTER INC
397 BOSTON POST RD
WAYLAND, MA 01778 ✓

Parcel Number: 23-016
CAMA Number: 23-016
Property Address: 376 BOSTON POST RD

Mailing Address: RUSSELLS GREENHOUSES & GARDEN CENTER INC
397 BOSTON POST RD
WAYLAND, MA 01778 ✓

Parcel Number: 23-017
CAMA Number: 23-017
Property Address: 372 BOSTON POST RD

Mailing Address: SKEHAN TIMOTHY TRUSTEE 372 BOSTON POST ROAD TRUST
105 PELHAM ISLAND RD
WAYLAND, MA 01778 ✓

Parcel Number: 23-018
CAMA Number: 23-018
Property Address: 368 BOSTON POST RD

Mailing Address: OSMOND RALPH S OSMOND GRACE M
3 OLD FARM CIR
WAYLAND, MA 01778 ✓

Parcel Number: 23-019
CAMA Number: 23-019
Property Address: 364 BOSTON POST RD

Mailing Address: OSMOND RALPH S & GRACE M TRUSTEES RALPH S & GRACE M OSMOND FAMILY TRST
364 BOSTON POST RD
WAYLAND, MA 01778 ✓

Parcel Number: 23-020
CAMA Number: 23-020
Property Address: 356 BOSTON POST RD

Mailing Address: 356 BOSTON POST RD LLC
356 BOSTON POST RD
WAYLAND, MA 01778 ✓

Parcel Number: 23-021
CAMA Number: 23-021
Property Address: 338 BOSTON POST RD

Mailing Address: SONYA T STARMER TRUSTEE 334-338 BOSTON POST ROAD NOMINEE TRUST
25 ORCHARD RD
NATICK, MA 01760 ✓

Parcel Number: 23-022
CAMA Number: 23-022
Property Address: 334 BOSTON POST RD

Mailing Address: SONYA T STARMER TRUSTEE 334-338 BOSTON POST ROAD NOMINEE TRUST
25 ORCHARD RD
NATICK, MA 01760 ✓

Parcel Number: 23-023
CAMA Number: 23-023
Property Address: 326 BOSTON POST RD

Mailing Address: ~~S-BNK WAYLAND LLC C/O TRAMMELL CROW CO~~ BPR Realty LLC
~~PO BOX 841004~~ 57 River St Ste 106
~~BOSTON, MA 02284-1004~~ Wellesley MA 02481 ✓

Parcel Number: 23-026
CAMA Number: 23-026
Property Address: 300 BOSTON POST RD

Mailing Address: POISSON WILLIAM
300 BOSTON POST RD
WAYLAND, MA 01778 ✓



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.



100 foot Abutters List Report

Wayland, MA
September 10, 2018

Parcel Number: 23-052C CAMA Number: 23-052C Property Address: 440 BOSTON POST RD	Mailing Address: BOS RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462 ✓
Parcel Number: 23-052D CAMA Number: 23-052D Property Address: 400 BOSTON POST RD	Mailing Address: WAYLAND MEADOWS LIMITED PARTNERSHIP % BRENDON HOMES INC 259 TURNPIKE RD-SUITE 101 SOUTHBOROUGH, MA 01772 ✓
Parcel Number: 23-052E CAMA Number: 23-052E Property Address: ANDREW AVE	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462 ✓
Parcel Number: 23-052H CAMA Number: 23-052H Property Address: ELISSA AVE	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462 ✓
Parcel Number: 23-052I CAMA Number: 23-052I Property Address: ANDREW AVE	Mailing Address: TWENTY WAYLAND LLC % KGI PROPERTIES 10 MEMORIAL BLVD STE 901 PROVIDENCE, RI 02903 ✓
Parcel Number: 23-052J CAMA Number: 23-052J Property Address: ANDREW AVE	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462 ✓
Parcel Number: 23-052K CAMA Number: 23-052K Property Address: ANDREW AVE	Mailing Address: TWENTY WAYLAND LLC % KGI PROPERTIES 10 MEMORIAL BLVD STE 901 PROVIDENCE, RI 02903 ✓
Parcel Number: 23-052L CAMA Number: 23-052L Property Address: ANDREW AVE	Mailing Address: TWENTY WAYLAND LLC % KGI PROPERTIES 10 MEMORIAL BLVD PROVIDENCE, RI 02903 ✓
Parcel Number: 23-052M CAMA Number: 23-052M Property Address: ANDREW AVE	Mailing Address: TWENTY WAYLAND LLC 10 MEMORIAL BLVD STE 901 PROVIDENCE, RI 02903 ✓
Parcel Number: 23-052N CAMA Number: 23-052N Property Address: ANDREW AVE	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462 ✓
Parcel Number: 23-052D CAMA Number: 23-121 Property Address: 9 HASTINGS WAY	Mailing Address: STREISAND JAMES B & ANNE C TRUSTEES JAMES B & ANNE C STREISAND TRUST 9 HASTINGS WAY WAYLAND, MA 01778 ✓
Parcel Number: 23-052D CAMA Number: 23-122 Property Address: 11 HASTINGS WAY	Mailing Address: KELLY LURDES C 11 HASTINGS WAY WAYLAND, MA 01778 ✓



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Parcel Number: 23-052D CAMA Number: 23-123 Property Address: 15 HASTINGS WAY	Mailing Address: ROLLINS DEBORAH ANNE TRUSTEE DEBORAH ANNE ROLLINS TRUST 15 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-124 Property Address: 17 HASTINGS WAY	Mailing Address: NICHOLAS DONALD L ODENEAL GAIL N T/E 17 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-125 Property Address: 19 HASTINGS WAY	Mailing Address: VERDI MARK VERDI GINA T/E 19 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-126 Property Address: 21 HASTINGS WAY	Mailing Address: HARTFORD JAMES HARTFORD MELINDA T/E 21 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-127 Property Address: 23 HASTINGS WAY	Mailing Address: GANCHIN VADIM 23 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-128 Property Address: 25 HASTINGS WAY	Mailing Address: PITTS JOSEPH M & GRACE B TRUSTEES HASTINGS 25 NOMINEE TRUST 25 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-129 Property Address: 27 HASTINGS WAY	Mailing Address: BRUELL GARY M BRUELL ANDREA P 27 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-130 Property Address: 29 HASTINGS WAY	Mailing Address: LEBRUN MICHAEL N LEBRUN MARIE T <i>Coleman George</i> <i>Coleman Kathleen T/E</i> T/E 29 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-131 Property Address: 31 HASTINGS WAY	Mailing Address: PARPOS STEFANOS <i>Gehring John</i> <i>Sharma-Gehring Renu T/E</i> 31 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-132 Property Address: 33 HASTINGS WAY	Mailing Address: ZAHAROFF ZELENA + <i>Surilov Gregory</i> 33 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-133 Property Address: 35 HASTINGS WAY	Mailing Address: WHINSTON-PERRY ROSELIND 35 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-134 Property Address: 32 HASTINGS WAY	Mailing Address: CARLETON WILLIAM M & DONNA R TR 32 HASTINGS WAY NOMINEE TRUST 32 HASTINGS WAY WAYLAND, MA 01778	✓



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Parcel Number: 23-052D	Mailing Address: CARRARA MARIE	✓
CAMA Number: 23-135	30 HASTINGS WAY	
Property Address: 30 HASTINGS WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: DUFFY JOAN M TRUSTEE JMD TRUST	✓
CAMA Number: 23-136	28 HASTINGS WAY	
Property Address: 28 HASTINGS WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: TASHJIAN ROXANNE TRUSTEE	✓
CAMA Number: 23-137	TASHJIAN FAMILY IRREVOCABLE TRUST	
Property Address: 16 HASTINGS WAY	16 HASTINGS WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: JOLON ELENI JOLON GUSTAVO T/E	✓
CAMA Number: 23-138	14 HASTINGS WAY UNIT 11B	
Property Address: 14 HASTINGS WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: CHANG IH	✓
CAMA Number: 23-139	12 HASTINGS WAY	
Property Address: 12 HASTINGS WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: OBERG JEFFREY A OBERG KAREN W	✓
CAMA Number: 23-140	T/E	
Property Address: 10 HASTINGS WAY	10 HASTINGS WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: SORBO THOMAS P SORBO ELIZABETH	✓
CAMA Number: 23-141	T T/E	
Property Address: 8 HASTINGS WAY	8 HUNTERS RUN	
	SUDBURY, MA 01776	
Parcel Number: 23-052D	Mailing Address: DOYLE ANNE	✓
CAMA Number: 23-142	6 HASTINGS WAY UNIT 7B	
Property Address: 6 HASTINGS WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: YAMARTINO STEPHEN JAMES	✓
CAMA Number: 23-143	YAMARTINO CAROL RIGNEY T/E	
Property Address: 4 HASTINGS WAY	4 HASTINGS WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: HOFFMAN BARBARA TRUSTEE	✓
CAMA Number: 23-144	BARBARA S HOFFMAN 2012 FAMILY TRUST	
Property Address: 2 HASTINGS WAY	2 HASTINGS WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: BAROT ABHILASH B BAROT PRITI A	✓
CAMA Number: 23-145	40 HASTINGS WAY	
Property Address: 40 HASTINGS WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: COVAL GOLDSMITH SHERRIE E	✓
CAMA Number: 23-146	38 HASTINGS WAY	
Property Address: 38 HASTINGS WAY	WAYLAND, MA 01778	
	<i>Cormay Marcia M</i>	
	<i>Cormay Charles T T/E</i>	



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Parcel Number: 23-052D CAMA Number: 23-147 Property Address: 36 HASTINGS WAY	Mailing Address: MILES DENISE 36 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-148 Property Address: 34 HASTINGS WAY	Mailing Address: KORFF JILL R 34 HASTINGS WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-149 Property Address: 1 RIVER ROCK WAY	Mailing Address: MAIMON JEFFREY 1 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-150 Property Address: 3 RIVER ROCK WAY	Mailing Address: ROMCEVICH PETER L ROMCEVICH MARY C T/E 3 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-151 Property Address: 5 RIVER ROCK WAY	Mailing Address: STERN LESLIE 5 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-152 Property Address: 7 RIVER ROCK WAY	Mailing Address: KARAMOUZ NASSER & NASRIN TRUSTEES NASRIN KARAMOUZ 2001 REVOCABLE TRUST 7 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-153 Property Address: 9 RIVER ROCK WAY	Mailing Address: TAGLIENTE TERESA 9 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-154 Property Address: 11 RIVER ROCK WAY	Mailing Address: YUVSECHKO LARISA 11 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-155 Property Address: 15 RIVER ROCK WAY	Mailing Address: EMERY, F T & M. T & MCGEAN P TRUSTEES FRANCES T EMERY ROVOCABLE TRUST 15 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-156 Property Address: 17 RIVER ROCK WAY	Mailing Address: BILL PRISCILLA P & PITTMAN ANDREW J TRUS PRISCILLA P BILL 1997 REVOCABLE TRUST 17 RIVER ROCK WAY WAYLAND, MA 01778	✓
Parcel Number: 23-052D CAMA Number: 23-157 Property Address: 19 RIVER ROCK WAY	Mailing Address: GOLDMAN EDWARD GOLDMAN CAROLYN T/E 19 RIVER ROCK WAY WAYLAND, MA 01778	✓



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Parcel Number: 23-052D	Mailing Address: ESTRADA CARLOS TRUSTEE CARLOS	✓
CAMA Number: 23-158	ESTRADA REVOCABLE TRUST	
Property Address: 21 RIVER ROCK WAY	21 RIVER ROCK WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: RICH CHRISTOPHER RICH VIRGINIA B	✓
CAMA Number: 23-159	T/E	
Property Address: 23 RIVER ROCK WAY	23 RIVER ROCK WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: KAPLAN TRACEY	✓
CAMA Number: 23-160	25 RIVER ROCK WAY	
Property Address: 25 RIVER ROCK WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: STANTON MARIAN G TRUSTEE	✓
CAMA Number: 23-161	STANTON REALTY TRUST OF 2002	
Property Address: 27 RIVER ROCK WAY	27 RIVER ROCK WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: KHER BALKRISHNA G & SUNETTI B CO-	✓
CAMA Number: 23-162	TRUSTEE KHER REALTY TRUST	
Property Address: 18 RIVER ROCK WAY	18 RIVER ROCK WAY	
	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: SHAWN KELLY	✓
CAMA Number: 23-163	16 RIVER ROCK WAY	
Property Address: 16 RIVER ROCK WAY	WAYLAND, MA 01778	
Parcel Number: 23-052D	Mailing Address: WOLPERT LIONEL & MILLICENT	✓
CAMA Number: 23-164	TRUSTEES RIVER ROCK WAY 14	
Property Address: 14 RIVER ROCK WAY	REALTY TRUST	
	14 RIVER ROCK WAY	
	WAYLAND, MA 01778	

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Wayland, MA
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Subject Property:

Parcel Number: 23-052
CAMA Number: 23-052
Property Address: 400 BOSTON POST RD

Mailing Address: BOS RETAIL 1 LLC %NATIONAL
DEVELOPMENT
2310 WASHINGTON STREET
NEWTON LOWER FALLS, MA 02462

Abutters:

Parcel Number: 22-001
CAMA Number: 22-001
Property Address: 0 BOSTON POST RD

Mailing Address: TOWN OF WAYLAND DISPOSAL AREA
41 COCHITUATE RD
WAYLAND, MA 01778

Parcel Number: 22-010
CAMA Number: 22-010
Property Address: 444 BOSTON POST RD

Mailing Address: UNITED STATES OF AMERICA UNITED
STATES FISH AND WILDLIFE SERVICES
300 WESTGATE CENTER DR
HADLEY, MA 01035-9589

Parcel Number: 23-004
CAMA Number: 23-004
Property Address: 99 PELHAM ISLAND RD

Mailing Address: SKEHAN TIMOTHY TRUSTEE BRIDLE
POINT LAND TRUST
101 PELHAM ISLAND RD
WAYLAND, MA 01778

Parcel Number: 23-010
CAMA Number: 23-010
Property Address: 277 BOSTON POST RD

Mailing Address: PARSONS REALTY CO INC
50 WOODBRIDGE RD
YORK, ME 03909

Parcel Number: 23-011
CAMA Number: 23-011
Property Address: 289 BOSTON POST RD

Mailing Address: BANK OF AMERICA - CORPORATE
REAL ESTATE
NCI-001-03-81 101 N. TRYON ST
CHARLOTTE, NC 28255

Parcel Number: 23-012
CAMA Number: 23-012
Property Address: 297 BOSTON POST RD

Mailing Address: WAYLAND MZL LLC % KATZ
PROPERTIES LLC
254 WEST 31ST ST 4T FL
NEW YORK, NY 10001

Parcel Number: 23-013Z
CAMA Number: 23-013
Property Address: 311 BOSTON POST RD

Mailing Address: 311 BOSTON POST RD LLC
GIANGRASSO DENTAL
279 HANOVER ST
BOSTON, MA 02113

Parcel Number: 23-013Z
CAMA Number: 23-013A
Property Address: 311 BOSTON POST RD

Mailing Address: WAYLAND 311 POST LLC
175 GREAT RD STE 100
BEDFORD, MA 01730

Parcel Number: 23-013Z
CAMA Number: 23-013Z
Property Address: 311 BOSTON POST RD

Mailing Address: CONDO MAIN
BOSTON POST RD
WAYLAND, MA 01778

Parcel Number: 23-014
CAMA Number: 23-014
Property Address: 325 BOSTON POST RD

Mailing Address: CVS MA 1874 LLC/ CVS CAREMARK
CORP C/O CVS#1874-02 ATTN STORE
ACCOUNTING
1 CVS DR, MC 2820
WOONSOCKET, RI 02895



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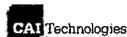
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Parcel Number: 23-014B CAMA Number: 23-014B Property Address: 349 BOSTON POST RD	Mailing Address: SKEHAN TIMOTHY TRUSTEE BRIDLE POINT LAND TRUST 101 PELHAM ISLAND RD WAYLAND, MA 01778
Parcel Number: 23-015 CAMA Number: 23-015 Property Address: 397 BOSTON POST RD	Mailing Address: RUSSELL'S GREENHOUSES & GARDEN CENTER INC 397 BOSTON POST RD WAYLAND, MA 01778
Parcel Number: 23-016 CAMA Number: 23-016 Property Address: 376 BOSTON POST RD	Mailing Address: RUSSELLS GREENHOUSES & GARDEN CENTER INC 397 BOSTON POST RD WAYLAND, MA 01778
Parcel Number: 23-017 CAMA Number: 23-017 Property Address: 372 BOSTON POST RD	Mailing Address: SKEHAN TIMOTHY TRUSTEE 372 BOSTON POST ROAD TRUST 105 PELHAM ISLAND RD WAYLAND, MA 01778
Parcel Number: 23-018 CAMA Number: 23-018 Property Address: 368 BOSTON POST RD	Mailing Address: OSMOND RALPH S OSMOND GRACE M 3 OLD FARM CIR WAYLAND, MA 01778
Parcel Number: 23-019 CAMA Number: 23-019 Property Address: 364 BOSTON POST RD	Mailing Address: OSMOND RALPH S & GRACE M TRUSTEES RALPH S & GRACE M OSMOND FAMILY TRST 364 BOSTON POST RD WAYLAND, MA 01778
Parcel Number: 23-020 CAMA Number: 23-020 Property Address: 356 BOSTON POST RD	Mailing Address: 356 BOSTON POST RD LLC 356 BOSTON POST RD WAYLAND, MA 01778
Parcel Number: 23-021 CAMA Number: 23-021 Property Address: 338 BOSTON POST RD	Mailing Address: SONYA T STARMER TRUSTEE 334-338 BOSTON POST ROAD NOMINEE TRUST 25 ORCHARD RD NATICK, MA 01760
Parcel Number: 23-022 CAMA Number: 23-022 Property Address: 334 BOSTON POST RD	Mailing Address: SONYA T STARMER TRUSTEE 334-338 BOSTON POST ROAD NOMINEE TRUST 25 ORCHARD RD NATICK, MA 01760
Parcel Number: 23-023 CAMA Number: 23-023 Property Address: 326 BOSTON POST RD	Mailing Address: S-BNK WAYLAND LLC C/O TRAMMELL CROW CO PO BOX 841001 BOSTON, MA 02284-1001
Parcel Number: 23-024 CAMA Number: 23-024 Property Address: 310 BOSTON POST RD	Mailing Address: KOSIVAS ELEFATHERIOS KOSIVAS VASSILIKI PO BOX 161 WAYLAND, MA 01778
Parcel Number: 23-025 CAMA Number: 23-025 Property Address: 304 BOSTON POST RD	Mailing Address: 304 BPR LLC 304 BOSTON POST RD WAYLAND, MA 01778



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Parcel Number: 23-026 CAMA Number: 23-026 Property Address: 300 BOSTON POST RD	Mailing Address: POISSON WILLIAM 300 BOSTON POST RD WAYLAND, MA 01778
Parcel Number: 23-027 CAMA Number: 23-027 Property Address: 298 BOSTON POST RD	Mailing Address: WAYLEX REALTY CORP HYUNG KIM 355 N EMERSON RD LEXINGTON, MA 02420
Parcel Number: 23-028 CAMA Number: 23-028 Property Address: 292 BOSTON POST RD	Mailing Address: WEBSTER ANN TRUSTEE OF 262-292 BOSTON POST RD R T PO BOX 702 SCITUATE, MA 02066
Parcel Number: 23-029 CAMA Number: 23-029 Property Address: 286 BOSTON POST RD	Mailing Address: BOSTON 286 INVESTMENT GROUP LLC 286 BOSTON POST RD WAYLAND, MA 01778
Parcel Number: 23-030 CAMA Number: 23-030 Property Address: 274 BOSTON POST RD	Mailing Address: SHEPARD MARK S SHEPARD SUZANNE M 8 PLAIN ROAD WAYLAND, MA 01778
Parcel Number: 23-033 CAMA Number: 23-033 Property Address: 262 BOSTON POST RD	Mailing Address: WEBSTER, ANN TRUSTEE 262-292 BOSTON POST RD R T PO BOX 702 SCITUATE, MA 02066
Parcel Number: 23-048 CAMA Number: 23-048 Property Address: 1 COCHITUATE RD	Mailing Address: TOWN OF WAYLAND 41 COCHITUATE RD WAYLAND, MA 01778
Parcel Number: 23-051 CAMA Number: 23-051 Property Address: 10 OLD SUDBURY RD	Mailing Address: DALE GREGORY A SIMBOLON NITA JU T/E 10 OLD SUDBURY RD WAYLAND, MA 01778
Parcel Number: 23-052B CAMA Number: 23-052B Property Address: 185 ELISSA AVE	Mailing Address: TOWN OF WAYLAND WASTEWATER MANAGEMENT 41 COCHITUATE ROAD WAYLAND, MA 01778
Parcel Number: 23-052C CAMA Number: 23-052C Property Address: 440 BOSTON POST RD	Mailing Address: BOS RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462
Parcel Number: 23-052D CAMA Number: 23-052D Property Address: 400 BOSTON POST RD	Mailing Address: WAYLAND MEADOWS LIMITED PARTNERSHIP % BRENDON HOMES INC 259 TURNPIKE RD-SUITE 101 SOUTHBOROUGH, MA 01772
Parcel Number: 23-052E CAMA Number: 23-052E Property Address: ANDREW AVE	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT 2310 WASHINGTON ST NEWTON LOWER FALLS, MA 02462



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Parcel Number: 23-052F	Mailing Address: BOS RETAIL 1 LLC NATIONAL DEVELOPMENT
CAMA Number: 23-052F	2310 WASHINGTON ST
Property Address: ANDREW AVE	NEWTON LOWER FALLS, MA 02462

Parcel Number: 23-052H	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT
CAMA Number: 23-052H	2310 WASHINGTON ST
Property Address: ELISSA AVE	NEWTON LOWER FALLS, MA 02462

Parcel Number: 23-052I	Mailing Address: TWENTY WAYLAND LLC % KGI PROPERTIES
CAMA Number: 23-052I	10 MEMORIAL BLVD STE 901
Property Address: ANDREW AVE	PROVIDENCE, RI 02903

Parcel Number: 23-052J	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT
CAMA Number: 23-052J	2310 WASHINGTON ST
Property Address: ANDREW AVE	NEWTON LOWER FALLS, MA 02462

Parcel Number: 23-052K	Mailing Address: TWENTY WAYLAND LLC % KGI PROPERTIES
CAMA Number: 23-052K	10 MEMORIAL BLVD STE 901
Property Address: ANDREW AVE	PROVIDENCE, RI 02903

Parcel Number: 23-052L	Mailing Address: TWENTY WAYLAND LLC %KGI PROPERTIES
CAMA Number: 23-052L	10 MEMORIAL BLVD
Property Address: ANDREW AVE	PROVIDENCE, RI 02903

Parcel Number: 23-052M	Mailing Address: TWENTY WAYLAND LLC
CAMA Number: 23-052M	10 MEMORIAL BLVD STE 901
Property Address: ANDREW AVE	PROVIDENCE, RI 02903

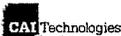
Parcel Number: 23-052N	Mailing Address: BOSTON RETAIL 1 LLC NATIONAL DEVELOPMENT
CAMA Number: 23-052N	2310 WASHINGTON ST
Property Address: ANDREW AVE	NEWTON LOWER FALLS, MA 02462

Parcel Number: 23-052Q	Mailing Address: TWENTY WAYLAND LLC %KGI PROPERTIES
CAMA Number: 23-052Q	10 MEMORIAL BLVD
Property Address: ANDREW AVE	PROVIDENCE, RI 02903

Parcel Number: 23-052S	Mailing Address: TWENTY WAYLAND LLC c/o KGI PROPERTIES LLC
CAMA Number: 23-052S	10 MEMORIAL BLVD 9TH FL
Property Address: ANDREW AVE	PROVIDENCE, RI 02903

Parcel Number: 23-052D	Mailing Address: STREISAND JAMES B & ANNE C TRUSTEES JAMES B & ANNE C
CAMA Number: 23-121	STREISAND TRUST
Property Address: 9 HASTINGS WAY	9 HASTINGS WAY WAYLAND, MA 01778

Parcel Number: 23-052D	Mailing Address: KELLY LURDES C
CAMA Number: 23-122	11 HASTINGS WAY
Property Address: 11 HASTINGS WAY	WAYLAND, MA 01778



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Parcel Number: 23-052D CAMA Number: 23-123 Property Address: 15 HASTINGS WAY	Mailing Address: ROLLINS DEBORAH ANNE TRUSTEE DEBORAH ANNE ROLLINS TRUST 15 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-124 Property Address: 17 HASTINGS WAY	Mailing Address: NICHOLAS DONALD L ODENEAL GAIL N T/E 17 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-125 Property Address: 19 HASTINGS WAY	Mailing Address: VERDI MARK VERDI GINA T/E 19 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-126 Property Address: 21 HASTINGS WAY	Mailing Address: HARTFORD JAMES HARTFORD MELINDA T/E 21 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-127 Property Address: 23 HASTINGS WAY	Mailing Address: GANCHIN VADIM 23 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-128 Property Address: 25 HASTINGS WAY	Mailing Address: PITTS JOSEPH M & GRACE B TRUSTEES HASTINGS 25 NOMINEE TRUST 25 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-129 Property Address: 27 HASTINGS WAY	Mailing Address: BRUELL GARY M BRUELL ANDREA P 27 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-130 Property Address: 29 HASTINGS WAY	Mailing Address: LEBRUN MICHAEL N LEBRUN MARIE T T/E 29 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-131 Property Address: 31 HASTINGS WAY	Mailing Address: PARPOS STEFANOS 31 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-132 Property Address: 33 HASTINGS WAY	Mailing Address: ZAHAROFF ZELENA 33 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-133 Property Address: 35 HASTINGS WAY	Mailing Address: WHINSTON-PERRY ROSELIND 35 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-134 Property Address: 32 HASTINGS WAY	Mailing Address: CARLETON WILLIAM M & DONNA R TR 32 HASTINGS WAY NOMINEE TRUST 32 HASTINGS WAY WAYLAND, MA 01778



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Wayland, MA
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Parcel Number: 23-052D
CAMA Number: 23-135
Property Address: 30 HASTINGS WAY

Mailing Address: CARRARA MARIE
30 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-136
Property Address: 28 HASTINGS WAY

Mailing Address: DUFFY JOAN M TRUSTEE JMD TRUST
28 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-137
Property Address: 16 HASTINGS WAY

Mailing Address: TASHJIAN ROXANNE TRUSTEE
TASHJIAN FAMILY IRREVOCABLE
TRUST
16 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-138
Property Address: 14 HASTINGS WAY

Mailing Address: JOLON ELENI JOLON GUSTAVO T/E
14 HASTINGS WAY UNIT 11B
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-139
Property Address: 12 HASTINGS WAY

Mailing Address: CHANG IH
12 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-140
Property Address: 10 HASTINGS WAY

Mailing Address: OBERG JEFFREY A OBERG KAREN W
T/E
10 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-141
Property Address: 8 HASTINGS WAY

Mailing Address: SORBO THOMAS P SORBO ELIZABETH
T T/E
8 HUNTERS RUN
SUDBURY, MA 01776

Parcel Number: 23-052D
CAMA Number: 23-142
Property Address: 6 HASTINGS WAY

Mailing Address: DOYLE ANNE
6 HASTINGS WAY UNIT 7B
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-143
Property Address: 4 HASTINGS WAY

Mailing Address: YAMARTINO STEPHEN JAMES
YAMARTINO CAROL RIGNEY T/E
4 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-144
Property Address: 2 HASTINGS WAY

Mailing Address: HOFFMAN BARBARA TRUSTEE
BARBARA S HOFFMAN 2012 FAMILY
TRUST
2 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-145
Property Address: 40 HASTINGS WAY

Mailing Address: BAROT ABHILASH B BAROT PRITI A
40 HASTINGS WAY
WAYLAND, MA 01778

Parcel Number: 23-052D
CAMA Number: 23-146
Property Address: 38 HASTINGS WAY

Mailing Address: COVAL-GOLDSMITH SHERRIE E
38 HASTINGS WAY
WAYLAND, MA 01778



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500 foot Abutters List Report

Wayland, MA
September 10, 2018

Parcel Number: 23-052D CAMA Number: 23-147 Property Address: 36 HASTINGS WAY	Mailing Address: MILES DENISE 36 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-148 Property Address: 34 HASTINGS WAY	Mailing Address: KORFF JILL R 34 HASTINGS WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-149 Property Address: 1 RIVER ROCK WAY	Mailing Address: MAIMON JEFFREY 1 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-150 Property Address: 3 RIVER ROCK WAY	Mailing Address: ROMCEVICH PETER L ROMCEVICH MARY C T/E 3 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-151 Property Address: 5 RIVER ROCK WAY	Mailing Address: STERN LESLIE 5 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-152 Property Address: 7 RIVER ROCK WAY	Mailing Address: KARAMOUZ NASSER & NASRIN TRUSTEES NASRIN KARAMOUZ 2001 REVOCABLE TRUST 7 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-153 Property Address: 9 RIVER ROCK WAY	Mailing Address: TAGLIENTE TERESA 9 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-154 Property Address: 11 RIVER ROCK WAY	Mailing Address: YUVSECHKO LARISA 11 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-155 Property Address: 15 RIVER ROCK WAY	Mailing Address: EMERY. F T & M. T & MCGEAN P TRUSTEES FRANCES T EMERY ROVOCABLE TRUST 15 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-156 Property Address: 17 RIVER ROCK WAY	Mailing Address: BILL PRISCILLA P & PITTMAN ANDREW J TRUS PRISCILLA P BILL 1997 REVOCABLE TRUST 17 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-157 Property Address: 19 RIVER ROCK WAY	Mailing Address: GOLDMAN EDWARD GOLDMAN CAROLYN T/E 19 RIVER ROCK WAY WAYLAND, MA 01778



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500 foot Abutters List Report

Wayland, MA
September 10, 2018

Parcel Number: 23-052D CAMA Number: 23-158 Property Address: 21 RIVER ROCK WAY	Mailing Address: ESTRADA CARLOS TRUSTEE CARLOS ESTRADA REVOCABLE TRUST 21 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-159 Property Address: 23 RIVER ROCK WAY	Mailing Address: RICH CHRISTOPHER RICH VIRGINIA B T/E 23 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-160 Property Address: 25 RIVER ROCK WAY	Mailing Address: KAPLAN TRACEY 25 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-161 Property Address: 27 RIVER ROCK WAY	Mailing Address: STANTON MARIAN G TRUSTEE STANTON REALTY TRUST OF 2002 27 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-162 Property Address: 18 RIVER ROCK WAY	Mailing Address: KHER BALKRISHNA G & SUNETTI B CO- TRUSTEE KHER REALTY TRUST 18 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-163 Property Address: 16 RIVER ROCK WAY	Mailing Address: SHAWN KELLY 16 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052D CAMA Number: 23-164 Property Address: 14 RIVER ROCK WAY	Mailing Address: WOLPERT LIONEL & MILLICENT TRUSTEES RIVER ROCK WAY 14 REALTY TRUST 14 RIVER ROCK WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-165 Property Address: 1 LILLIAN WAY	Mailing Address: FANG YU ZHANG JIAN T/E 1 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-166 Property Address: 2 LILLIAN WAY	Mailing Address: HOEY BRIAN W HOEY-JANSONS MICHELLE T/E 2 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-167 Property Address: 3 LILLIAN WAY	Mailing Address: SETHI MEGHA SETHI RAHUL T/E 3 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-168 Property Address: 4 LILLIAN WAY	Mailing Address: BOSCH WARREN B. BOSCH KAREN K. 4 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-169 Property Address: 5 LILLIAN WAY	Mailing Address: CLARKE KEVIN P. CLARKE KATHLEEN M. 5 LILLIAN WAY WAYLAND, MA 01778



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500 foot Abutters List Report

Wayland, MA
September 10, 2018

Parcel Number: 23-052G CAMA Number: 23-170 Property Address: 6 LILLIAN WAY	Mailing Address: RONNER JEFFREY W RONNER LISA V T/E 6 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-171 Property Address: 7 LILLIAN WAY	Mailing Address: COHN LEWIS J COHN SUSAN L T/E 7 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-172 Property Address: 8 LILLIAN WAY	Mailing Address: REIBSTEIN STEVEN P. REIBSTEIN RUTH J. 8 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-173 Property Address: 9 LILLIAN WAY	Mailing Address: LEVIN ALAN LEVIN MARLA 9 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-174 Property Address: 10 LILLIAN WAY	Mailing Address: NOYES STEPHEN BOYD KIMBERLY F. 10 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-175 Property Address: 11 LILLIAN WAY	Mailing Address: RAMAKRISHNAN SHANKARARAMAN 11 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-176 Property Address: 12 LILLIAN WAY	Mailing Address: KIEFER CELSO LUIZ BOHRER CLARA E T/E 12 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-177 Property Address: 15 LILLIAN WAY	Mailing Address: CARNEY DONALD A. CARNEY LOIS J. 15 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-178 Property Address: 14 LILLIAN WAY	Mailing Address: SLEIMAN HOUSSAM H SLEIMAN HEIDI A T/E 14 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-179 Property Address: 17 LILLIAN WAY	Mailing Address: RAMESH RITESH RAJARAM SANDHYA T/E 17 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-180 Property Address: 16 LILLIAN WAY	Mailing Address: BUTLER LAWRENCE L BUTLER GRACE S T/E 16 LILLIAN WAY UNIT 27 WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-181 Property Address: 19 LILLIAN WAY	Mailing Address: BROWN ROBERT D BROWN SUSAN T/E 19 LILLIAN WAY WAYLAND, MA 01778



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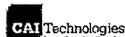
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500 foot Abutters List Report

Wayland, MA
September 10, 2018

Parcel Number: 23-052G CAMA Number: 23-182 Property Address: 18 LILLIAN WAY	Mailing Address: HOOTSTEIN DONALD R WALTERS BELINDA T/E 18 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-183 Property Address: 21 LILLIAN WAY	Mailing Address: CAMPOS-JARAMILLO HUGO CESAR CAMPOS-BELUSSI MIRIAN ELENA T/E 21 LILLIAN WAY UNIT #26 WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-184 Property Address: 20 LILLIAN WAY	Mailing Address: COOPERSTEIN ROBERT D COOPERSTEIN BETTY K T/E 20 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-185 Property Address: 23 LILLIAN WAY	Mailing Address: CAO BOHAO XIAO ZIYU T/E 23 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-186 Property Address: 22 LILLIAN WAY	Mailing Address: HINDLIAN RICHARD J HINDLIAN NANCY ELLEN 22 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-187 Property Address: 25 LILLIAN WAY	Mailing Address: KAPLAN ROBERT KAPLAN HELEN T/E 25 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-188 Property Address: 24 LILLIAN WAY	Mailing Address: NIRENSTEIN KENNETH NIRENSTEIN HARRIET T/E 24 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-189 Property Address: 27 LILLIAN WAY	Mailing Address: DEMEO MICHAEL J DEMEO KAREN M T/E 27 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-190 Property Address: 26 LILLIAN WAY	Mailing Address: APRUZZESE DONALD A APRUZZESE MICHELE J T/E 26 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-191 Property Address: 29 LILLIAN WAY	Mailing Address: HORNUNG GARY M HORNUNG TAMMY M T/E 29 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-192 Property Address: 28 LILLIAN WAY	Mailing Address: BALDWIN WILLIAM T 28 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-193 Property Address: 31 LILLIAN WAY	Mailing Address: MCRAE SUSAN H 31 LILLIAN WAY WAYLAND, MA 01778



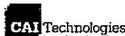
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500 foot Abutters List Report

Wayland, MA
September 10, 2018

Parcel Number: 23-052G CAMA Number: 23-194 Property Address: 30 LILLIAN WAY	Mailing Address: HAGUE RICHARD HAGUE LISA A T/E 30 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-195 Property Address: 33 LILLIAN WAY	Mailing Address: DOYON DEBRA A 33 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-196 Property Address: 32 LILLIAN WAY	Mailing Address: URBAN DENNIS URBAN LINDA T/E 32 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-197 Property Address: 35 LILLIAN WAY	Mailing Address: POLIVY LEONARD R POLIVY CATHERINE A T/E 35 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-198 Property Address: 34 LILLIAN WAY	Mailing Address: YOUNGHAN KANG EUNKYUNG PARK T/E 34 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-199 Property Address: 37 LILLIAN WAY	Mailing Address: BUSSELL JULIANN TRUSTEE JULIANN BUSSELL LIVING TRUST 37 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-200 Property Address: 36 LILLIAN WAY	Mailing Address: ROSS NANCY A & MYRON J TRUSTEES NANCY A ROSS REVOCABLE TRUST 36 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-201 Property Address: 39 LILLIAN WAY	Mailing Address: VACCARO DENNIS E VACCARO KAREN K T/E 39 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-202 Property Address: 38 LILLIAN WAY	Mailing Address: HUA SHAN HUA QINGXIN J/T 38 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-203 Property Address: 41 LILLIAN WAY	Mailing Address: WIGETMAN ILENE R 41 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-204 Property Address: 40 LILLIAN WAY	Mailing Address: KRASNER ALAN S KRASNER ROBYN A T/E 40 LILLIAN WAY WAYLAND, MA 01778
Parcel Number: 23-052G CAMA Number: 23-205 Property Address: 43 LILLIAN WAY	Mailing Address: D'ALESSANDRO LORETTA D TRUSTEE 43 LILLIAN WAY REALTY TRUST 43 LILLIAN WAY WAYLAND, MA 01778



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500 foot Abutters List Report

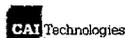
Wayland, MA
September 10, 2018

Parcel Number: 23-052G
CAMA Number: 23-206
Property Address: 42 LILLIAN WAY

Mailing Address: PRINCE JEFFREY WILLARD PRINCE
MARGARET ANNE T/E
42 LILLIAN WAY
WAYLAND, MA 01778

Parcel Number: 23-052G
CAMA Number: CM-25
Property Address: LILLIAN WAY

Mailing Address: BRENDON PROPERTIES RIVER TRAIL
PLACE
259 TURNPIKE RD, SUITE 110
SOUTHBOROUGH, MA 01772



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DISCLAIMER
OWNERSHIP AND USE OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECTS OF PURPOSES OR BY ANY OTHER PARTY THAN THOSE PROJECTS AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE ARCHITECT.

NOTICE
PLANS WHERE PRODUCED WITH A LIMITED SUPPLY. ALL DIMENSIONS AND EXISTING ASSEMBLIES ARE TO BE VERIFIED ON SITE PRIOR TO ANY OTHER CONTRACTOR. GENERAL CONTRACTOR TO NOTIFY ARCHITECT OF ALL WAIVER DISCREPANCIES PRIOR TO CONSTRUCTION TO INSURE PROPER INSTALLATION OF ALL NEW EQUIPMENT.

REVISIONS

NUMBER	REMARKS	DATE

ISSUED FOR: _____ DATE ISSUED: _____

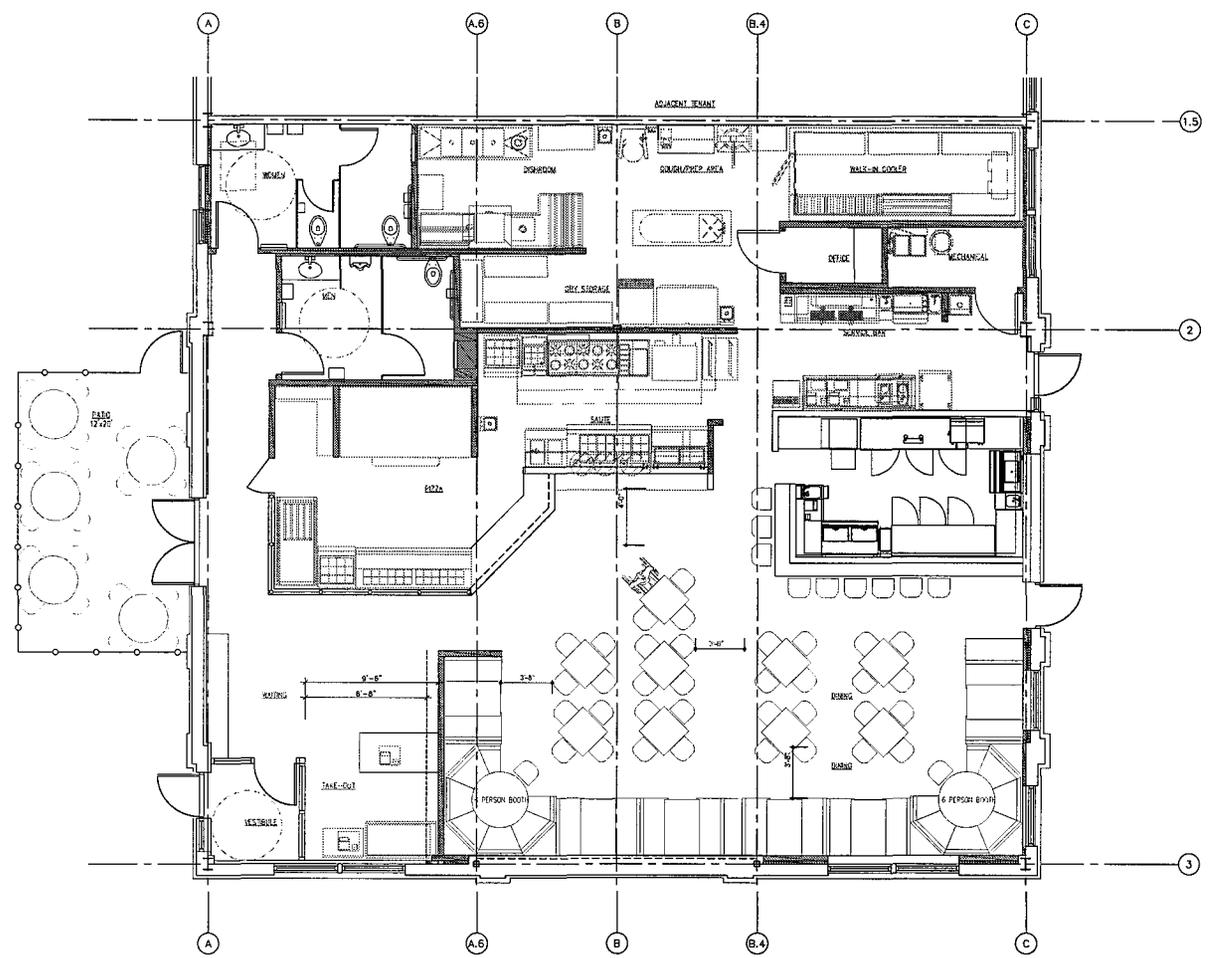
PROJECT TITLE: _____

W A T L A N D C T

DRAWING TITLE: **DESIGN DEVELOPMENT**

PERMIT DWG DATE: 04.27.18	PROJECT NUMBER: OPPORTUNITY 2018
DRAWN BY: ABB	CHECKED BY: GLE

DRAWING NUMBER: **SK-001**



REVISED OCTOBER 11, 2018 (BD)

2018 SPECIAL TOWN MEETING SCHEDULE

Schedule for fall STM to begin on TUESDAY, NOVEMBER 13, 2018

- August 6 VOTE TO CALL SPECIAL TOWN MEETING AND OPEN WARRANT: The Board of Selectmen will vote on Monday August 6th to call a Special Town Meeting for Tuesday November 13, 2018 and to open the warrant for at least seven days beginning Wednesday, August 22, 2018 at 8:30 am.
- August 8 NOTICE: Notice of the Board's action will be sent to all Town boards and committees. Per Town Code Chapter 36: 1) Within 48 hours of calling a Special Town Meeting, notice of the closing date of the warrant shall be posted at the Town Building, at the public library in Wayland Center, at the Cochituate Fire Station or Cochituate Post Office and at the Happy Hollow School; and 2) Prior to the closing of the warrant, notice of the time and place of the Special Town Meeting shall be published in the Wayland Town Crier and will also be posted at the above locations.
- August 20 PETITIONERS' WORKSHOP: The Board of Selectmen will conduct an information session for individuals considering submission of petitioned articles. Please see separate information sheet on the warrant article process for petitioners.
- August 20 BOARD VOTE ON ARTICLES: Date by which the Board of Selectmen will vote to approve and submit any articles it wishes to sponsor.
- August 20 PLANNING BOARD: The Planning Board meets with the Board of Selectmen on zoning articles and provides the timeline for the Planning Board's hearings and provides the date by which the Board of Selectmen must vote to refer articles back to the Planning Board.
- August 22 WARRANT OPENING: Warrant opens **Wednesday, August 22, 2018** at 8:30 a.m. and closes **Thursday August 30, 2018** at 4:30 p.m. Articles must be submitted in complete form with all exhibits to the Office of the Board of Selectmen and will be stamped with the date and time received. Articles must be signed by the chair of the sponsoring board or committee or its designee, as authorized by a vote of each public body. (Please refer to additional information for submission and preparation of articles by public bodies of the town and by petitioners.)
- August 30 WARRANT CLOSING: Last day at 4:30 pm for article sponsors and petitioners to submit articles to the Board of Selectmen's Office for Special Town Meeting.
- August 31 DISTRIBUTION OF ARTICLES: Articles will be draft ordered by the Town Administrator and distributed to each member of the Board of Selectmen and the Finance Committee, and to the Moderator, Town Clerk and Town Counsel and will be posted to the Town Meeting page of the website.
- September 5 FINANCE COMMITTEE SPECIAL TOWN MEETING ARTICLE WORKSHOP: Per Town Code, Chapter 19 - 3, the Finance Committee meets with all parties proposing or commenting on all Special Town Meeting articles. The Chair of the Finance Committee will contact the Board of Selectmen's Office to arrange for public notice of this meeting.

Note – Dates not required by Massachusetts General Laws and Town Code are subject to change.

- September SELECTMEN BEGIN ARTICLE REVIEW AND VOTES TO INCLUDE ARTICLES IN WARRANT: Through October 19th, the Board of Selectmen will: 1) include discussion about proposed articles on every agenda, 2) will vote on whether to include articles in the warrant, 3) will vote on the order the articles will appear in the warrant, and 4) will consider a vote on the Board's position on each article.
- September 14 TOWN COUNSEL REVIEW OF ARTICLE TEXT: Approximate date by which Town Counsel completes review of submitted articles and any re-drafting of the text of each article, providing the article text in final form. Article text is then transmitted in PDF by the Town Administrator to each Article Sponsor and to the Chairs of the Board of Selectmen and Finance Committee for distribution as appropriate.
- September 14 SPONSOR'S REPORT: Date by which any governmental body or lead petitioner sponsoring an article may submit to the Office of the Board of Selectmen a 150 word report which will be included in the Warrant only if the Finance Committee also provides comment.
- October 1 PERMANENT MUNICIPAL BUILDING COMMITTEE REPORT: Date by which reports are requested to the Board of Selectmen from the PMBC about the status of any capital projects assigned to the PMBC.
- October 9 PLANNING BOARD REPORT: Deadline by which the Planning Board must vote to approve and submit to the Board of Selectmen's Office the Planning Board's approved report on zoning articles.
- October 12 FINANCE COMMITTEE DEADLINE (**12:30 pm, close of business**) FOR SUBMISSION, THROUGH ITS CHAIR, TO THE BOARD OF SELECTMEN'S OFFICE ALL FINANCE COMMITTEE REPORTS ON SPECIAL TOWN MEETING ARTICLES - No changes will be made after this date.
- October 12 MODERATOR'S RULES: All changes are due from Moderator by this date.
- October 19 WARRANT COMPLETED: Date by which the compilation of the warrant is completed. The final Warrant is scanned, posted on the website and delivered to the members of the Board of Selectmen, the Moderator, the Chair of the Finance Committee, the Town Clerk, Town Counsel and the Finance Director. **Warrant sent to printer.**
- October 26 MOTIONS COMPLETED AND POSTED: A motion on each article is drafted by the Town Administrator and reviewed and finalized by this date by Town Counsel and provided to the Chair of the Board of Selectmen who will distribute to the Town Clerk, Moderator, Finance Committee Chair and article sponsors. Draft motions provided by Town Counsel must be posted on the website for public review and marked with the date of the draft.
- Post Warrant Hearing date - The Office of the Board of Selectmen will provide at least 10 days advance notice of the Warrant Hearing to the public. (Warrant Hearing is scheduled for November 5)**

- October 29 WARRANT SIGNED: The Board of Selectmen will meet to vote to sign the Warrant. (7 copies required)
- October 30 WARRANT POSTED: Date by which attested copies of the Warrant will be posted at locations listed above and deadline for mailing of the Warrants to all households. (Town Code 36-2A, MGL c. 39, s. 10 – No later than 14 days before STM)
- Notice of STM posted on Town sign boards placed at least 2 weeks prior to STM and remain posted until meeting is concluded. (Town Code 36-1)
- November 1 PRE-HEARING PLANNING: On or about this date, the Chair of the Board of Selectmen meets with Town Counsel, the Town Administrator, the Moderator, and the Town Clerk to review motions on each article before the 11/5/18 Warrant hearing.
- November 1 LEAGUE OF WOMEN VOTERS ISSUES FORM ON SPECIAL TOWN MEETING
- November 2 by 8:00 p.m. VOTER REGISTRATION DEADLINE: Last day before Town Meeting to register to vote. (This date is scheduled no earlier than 10 days before STM).
- November 5 WARRANT HEARING: The Board of Selectmen will convene a hearing to review the Warrant and each article. In addition to the general public, Article Sponsors, the Moderator, Town Counsel and the Town Clerk are invited to participate. The Board of Selectmen will also review motions on each article. The Office of the Board of Selectmen will provide at least 10 days advance notice of the Warrant Hearing to the public.
- November 7 DEADLINE FOR SUBMISSION OF SLIDES: Any illustrative slides will be submitted to the Assistant Town Administrator who will submit them to the Moderator for approval to show at Town Meeting. (See Town Moderator's requirements for slides)
- November 13 FINAL PREPARATIONS: Moderator's instructions to tellers and list of non-resident employees provided to Moderator and Town Clerk. Warrants, final errata sheets and supplemental material prepared, printed and delivered to Town Meeting site for distribution.
- November 13 SPECIAL TOWN MEETING, TUESDAY 7:00 PM WAYLAND HIGH SCHOOL
- November 20 MODERATOR'S FEEDBACK SESSION: Location and time to be decided.

OTHER IMPORTANT DATES:

- | | |
|-------------------|---|
| Monday 9/3/18 | LABOR DAY |
| Tuesday 9/4/18 | STATE PRIMARY |
| Monday 9/10/18 | ROSH HASHANAH |
| Tuesday 9/11/18 | ROSH HASHANAH |
| Wednesday 9/19/18 | YOM KIPPUR (<i>from Tuesday 9/18 sundown</i>) |
| Tuesday 10/2/18 | SPECIAL ELECTION (MARIJUANA) |
| Monday 10/8/18 | COLUMBUS DAY |
| Tuesday 11/6/18 | GENERAL ELECTION |
| Sunday 11/11/18 | VETERANS DAY (CLOSED MONDAY 11/12/18) |

OTHER DATES THAT MAY BE SET BY THE BOARD OF SELECTMEN:

Dates for Board of Selectmen to schedule any additional Special Town Meetings.

MEETINGS AND OFFICIAL ACTIONS WHICH REQUIRE SPECIAL NOTICE TO THE PUBLIC INCLUDING BUT MAY NOT BE LIMITED TO FOLLOWING :

Petitioners Workshop, Date of Town Meeting, Opening and Closing of the Warrant, Finance Committee Article Workshop, Board of Selectmen Warrant Article Hearing, Special Election, Planning Board Hearings on zoning articles, and budget presentations by Town Administrator and Finance Committee, Moderator's Feedback Session

ARTICLE LIST FOR NOVEMBER 13, 2018 SPECIAL TOWN MEETING

Article	November 2018 Article Name	Sponsor	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom
A	Pay Previous Fiscal Years Unpaid Bills	Board of Selectmen	Lea Anderson	Carol Martin	4-0	7-0-0
B	Current Year Transfers	Board of Selectmen	Lea Anderson	Steve Correia	4-0	7-0-0
C	Appropriate Funds for the Abatement of Asbestos at Rivers Edge Site	Board of Selectmen	Cherry Karlson	Dave Watkins	5-0	6-0-0
D	Initial Year Funding of Town Successor Collective Bargaining Agreement for Police Union Fiscal Year 2018 and Fiscal Year 2019 Funding of Town Successor Collective Bargaining Agreement for Police Union	Personnel Board	Lea Anderson	Kelly Lappin	4-0	6-0-0
E	Circuit Breaker Match Program: Adopt State Language	Council on Aging	Cherry Karlson	George Uveges	Withdrawn	
F	Article Prohibition of Marijuana	Planning Board	Doug Levine	Steve Correia	5-0	4-0-2
G	Article 2: Marijuana Establishment District A – Boston Post Road	Planning Board	Doug Levine	Kelly Lappin	5-0	
H	Article Federal Flood Plain District Zoning Amendment-Panel Numbers Update	Planning Board	Doug Levine Mary Antes	Jen Gorke	4-0	5-0-0
I	Pre-existing Nonconforming Use of Land That Consists of More Than Six Dwelling Units	Planning Board	Doug Levine Mary Antes	Dave Watkins	4-0	
J	High School Athletic Complex Renovation	School Committee	Louis Jurist	Klaus Shigley		

ARTICLE LIST FOR NOVEMBER 13, 2018 SPECIAL TOWN MEETING

Article	November 2018 Article Name	Sponsor	Assignee Selectmen	Assignee FinCom	Position Selectmen	Position FinCom
K	Appropriate Partial Construction Funds for Wayland High School Athletic Facilities Improvements	Community Preservation Committee	Louis Jurist	Kelly Lappin		
L	Construction of Synthetic Turf Athletic Field at Loker Conservation & Recreation Area	Recreation Commission	Louis Jurist	Jen Gorke		
M	Loker Conservation Area Grass Athletic Field	Petitioner	Mary Antes	Jen Gorke		
N	Limit Discharge of Weapons in Town of Wayland	Petitioner	Cherry Karlson	Klaus Shipley	0-5	0-4-2
O	Advanced Water Meter Reading Infrastructure	Board of Public Works	Doug Levine	George Uveges		

DRAFT FOR DISCUSSION SEPT/OCT 2018

Proposed STM 2018 Article Order

** Asterisk indicates articles proposed for abbreviated presentation procedure; scheduled at 5 minutes each.*

#	Letter	Name	Sponsor	Est Time	Length of Mtg			
					Date	Minutes	Hours	End Time
<u>TUESDAY 1</u>		<u>7:00PM START</u>						
1	D	Fund Collective Bargaining/Police	PersBd	10				
2	B*	Current Year Transfer	BoS	5				
3	H*	Zoning: Update Flood Plain	PB	5				
4	C	River's Edge: Asbestos Mitigation	BoS	20				
5	F	Marijuana: Prohibition	PB	20				
6	G	Marijuana: Establish District	PB	20				
7	I	Zoning: Land Use	PB	20				
8	O	Water Meters	BoPW	30				
9	J	HS Athletic Complex	SC	30				
10	K	CPA: Uncommitted (HS)	CPC	10				
11	L	Loker Turf Field	Rec	30				
12	M	Loker Grass Field	Petitioner	30				
13	N	Limit Discharge of Weapons	Petitioner	30				
14	A*	Pay Previous Year Bills	BoS	5	Tues Nov 13	265	4.4	11:30pm
<u>WEDNESDAY 2</u>		<u>7:00PM START</u>						
Pulled	C	Circuit Breaker	COA					

DRAFT – AN ACT ESTABLISHING THE POSITION OF TOWN MANAGER IN THE TOWN OF WAYLAND – DRAFT

Be it enacted, etc., as follows:

SECTION 1. DESIGNATION OF ELECTED OFFICIALS

(a) Upon the effective date of this act, the registered voters of the town of Wayland shall, in accordance with any applicable laws, bylaws, votes of the town or inter-local agreement continue to elect the following:

- (i) members of the select board;
- (ii) town moderator;
- (iii) town clerk;
- (iv) school committee members;
- (v) assessors;
- (vi) planning board members;
- (vii) board of health members;
- (viii) commissioners of trust funds;
- (ix) library trustees;
- (x) members of the board of public works;
- (xi) recreation commissioners; and
- (xii) housing authority members.

(b) The powers, duties and responsibilities of elected and appointed officials shall be as provided by applicable General Laws, special acts, bylaws, and votes of the town, except as otherwise expressly provided herein.

(c) Notwithstanding the election by the voters of the town of the officers named in this section, such officers shall be available at reasonable times to the select board or town manager for consultation, conference, and discussion on matters relating to their respective offices.

SECTION 2. POWERS AND DUTIES OF THE SELECT BOARD

(a) The executive powers of the town shall be vested in the select board, who shall have all the powers given to boards of selectmen in the General Laws.

(b) The select board shall consist of 5 persons elected by the voters of the town. The term of each member of the select board shall be 3 years. The select board shall annually elect a chairperson from among its members.

(c) The select board shall serve as the chief goal-setting and policy-making body of the town. The select board shall set guidelines and policy directives that are to be implemented by the town manager and by other officers and employees appointed by or under its authority. The select board shall have the power to enact rules and regulations to implement policies and to issue interpretations of the rules and regulations.

(d) The select board shall exercise, through the town manager, general supervision over all matters affecting the interests or welfare of the town. The select board shall not normally administer the day-to-day affairs of the town.

(e) The select board shall appoint the town manager, town counsel, independent auditor, assistant or

special counsels, and all members of committees, boards, and commissions, except those positions that are elected by the voters or as otherwise expressly provided herein. The select board may make appointments to all positions and committees the select board creates for special or general purposes.

(f) The select board shall have oversight of such boards, committees, positions, or commissions appointed by the select board.

(g) The select board shall have the responsibility and authority for licenses and other non- personnel related functions as provided by the General Laws and the bylaws of the town.

(h) The select board shall be responsible for and shall approve the form and content of all town meeting warrants before such warrants are issued.

(i) The select board shall be responsible for establishing and maintaining written procedures for the preparation of the budget. The selectmen shall annually issue 1 or more written budget messages, including fiscal guidelines and the timeline, at the beginning of each budget cycle or at a time established by the town bylaws.

(j) The select board shall review the annual proposed budget prepared by the town manager and make revisions the select board deems advisable. The town manager shall present the budget as approved by the select board to the finance committee. The finance committee shall consider the budget proposed, shall establish the amounts which should, in its opinion, be appropriated for the ensuing fiscal year, shall add thereto such explanations and suggestions as it deems expedient, and shall report to the town meeting, in print or otherwise, such recommendations as it deems best for the interests of the town.

SECTION 3. APPOINTMENT OF THE TOWN MANAGER

(a) The select board shall appoint, by an affirmative vote of at least 4 members, a town manager who shall be the chief administrative officer of the town. The select board shall appoint the town manager solely on that person's executive and administrative qualifications. The town manager shall be a professionally qualified person of proven ability, especially fitted by education, training, and previous experience to perform the duties of the office. The town may from time to time, by by-law, establish such additional qualifications as seem necessary and appropriate.

(b) The town manager shall devote full time to the duties of the office and shall not engage in any other business or occupation during the term of employment by the town, unless such action is approved in advance, in writing, by the select board. The town manager shall hold no elective office in the town while serving as town manager, but the select board may appoint the town manager to any non-elective office or position consistent with the responsibilities of the town manager.

(c) The select board may enter into a formal contract with the town manager and may set contract terms that shall have precedence over any town personnel bylaws. The select board shall set the compensation for the town manager, not to exceed an amount appropriated by the town meeting.

(d) No member or former member of the select board shall be eligible to be appointed to the position of the town manager within 15 months of termination of such member's service.

(e) Before entering upon the duties of the office, the town manager shall be sworn, in the presence of a majority of the members of the select board, to the faithful and impartial performance thereof by the town clerk or a notary public.

(f) The town manager shall execute a bond in favor of the town for the faithful performance of the town manager's duties in such sums and with such sureties as may be fixed and approved by the select board, the cost for which will be borne by the town.

(g) The select board shall provide for an annual review of the job performance of the town manager.

SECTION 4. REMOVAL OF TOWN MANAGER

- (a) The select board, by an affirmative vote of at least 4 members, may remove the town manager. At least 30 days before such removal shall be effective, the select board shall file a preliminary written resolution with the town clerk setting forth reasons, if any, for the proposed removal, a copy of which shall be delivered to the town manager.
- (b) The town manager may reply in writing to the resolution and may request, in writing, a public hearing; provided, however, that the request for a hearing shall be received by the town clerk not later than 10 days after the town manager's receipt of the resolution. If the town manager so requests, the select board shall hold a public hearing not earlier than 10 days nor later than 20 days after the filing of such request.
- (c) Following the public hearing or, if none, at the expiration of 30 days following the filing of the preliminary resolution, the select board may adopt a final resolution of removal.
- (d) As part of the preliminary resolution, the select board may suspend the town manager from duty.
- (e) Nothing contained herein shall limit the authority of the select board to suspend or remove the town manager as provided by the laws of the commonwealth.
- (f) The select board shall determine if such suspension shall be with or without pay.

SECTION 5. ABSENCE OR VACANCY OF TOWN MANAGER

- (a) During a temporary absence, not to exceed 30 days, the town manager shall designate by a letter filed with the chair of the select board, a temporary town manager to perform the duties of the office. Such delegation shall be limited to those matters not allowing for delay during the town manager's absence.
- (b) If, in the sole opinion of the select board, the town manager's designee is unable to effectively perform the duties of the office during the temporary absence of the town manager, the select board shall appoint a person to perform the duties of the office; provided, however, that those duties shall be limited to those matters not allowing for delay during the town manager's absence.
- (c) During an absence of the town manager for 30 or more days, due to disability, illness, or other similar circumstance, the select board shall appoint an acting town manager for the duration of the extended absence. Such designation will cease upon the return of the town manager.
- (d) If the individual serving as acting town manager is a town officer or employee, the individual shall return to the position held prior to being appointed as the acting town manager.
- (e) No member of the select board shall serve as acting town manager.
- (f) If the select board determines, by majority vote of the full membership, that the town manager will be unable to resume the duties of the job for any reasons, including, but not limited to, resignation, termination, or illness, the office of town manager shall be filled as soon as practical by the select board, provided that the select board may appoint an acting town manager to serve until a town manager is appointed. The duties of an acting town manager shall be limited to those matters not allowing for delay and shall include the authority to make temporary, emergency appointments or designations to town office or employment, but not to make permanent appointments or designations.

SECTION 6A. ADMINISTRATIVE RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

- (a) The town manager shall be the chief administrative officer of the town and shall be responsible to the select board for the effective management of all town affairs placed in the town manager's charge

by this act, by the select board, by bylaws, or by vote of the town meeting, and for the implementation of town policies placed in the town manager's charge by the select board.

(b) The town manager shall supervise all town departments, with the exception of the school department, and shall direct day-to-day affairs of the town.

(c) The town manager shall be responsible for assuring that the budget is administered as adopted by town meeting and in accordance with the General Laws, this act, and the town bylaws.

(d) The town manager shall advise the select board of all matters requiring action by the select board or by the town.

(e) The town manager shall, in consultation with the personnel board, oversee the town's personnel system and staff in accordance with the town bylaws, and shall oversee personnel evaluation policies and practices, enforcement of labor contracts, labor relations, collective bargaining, and all applicable state and federal regulations relating to employment. The town manager may appoint a human resources director to assist with these human resources duties.

(f) The town manager shall attend all meetings of the select board, except when excused, and shall have the right to speak but not vote. The town manager shall attend all annual and special town meetings and shall be permitted to speak when recognized by the moderator.

(g) The town manager shall administer, either directly or through a person appointed by the town manager in accordance with this act, the General Laws and special acts applicable to the town, all town bylaws, and all rules and regulations established by the select board.

(h) The town manager shall have access to all information necessary for the proper performance of the duties of town manager in accordance with the town bylaws, except for attorney-client privileged information that is provided to or by the select board, unless the select board specifically authorizes such access.

(i) The town manager may, without notice, cause the affairs of any division or department, except the school department, or the conduct of any officer or employee thereof, to be examined.

(j) The town manager shall keep the select board fully informed regarding all departmental operations, fiscal affairs, town priorities and concerns, and administrative actions, and shall submit periodic reports summarizing such matters to the select board.

(k) The town manager shall coordinate the activities among boards, commissions, and committees concerned with long-range municipal planning, including physical or economic development and environmental or resource protection of the town.

(l) The town manager shall be responsible for the maintenance all town buildings, property, and facilities, except those under the jurisdiction of the school department, unless requested by the school committee. The town manager shall develop, keep, and annually update a full and complete inventory of all property of the town, both real and personal.

(m) Under subsection (h) of section 2, the town manager shall be responsible for the preparation of all town meeting warrants in accordance with the town bylaws and distribute, or cause to be distributed, copies of town meeting warrants to the residences of all registered voters of the town.

(n) Upon request, and with the approval of the select board, the town manager shall prosecute, defend, or compromise all litigation to which the town is party.

(o) The town manager shall keep full and complete records of town manager's office and annually submit to the select board a full written report of the operations of the office.

(p) The town manager may authorize any subordinate officer or employee to exercise any power or perform any function or duty which the town manager is authorized to perform; provided, however, that all acts which are performed under any such delegation shall be deemed to be acts of the town manager.

SECTION 6B. FINANCIAL RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

- (a) The town manager shall be the chief financial officer of the town.
- (b) The town manager may, at the town manager's discretion and with the approval of the select board, establish a consolidated department of finance responsible for the coordination and overall supervision of all fiscal and financial affairs of all agencies of town government and may appoint a director of finance; provided, however, that the terms of persons holding the position of accountant, treasurer/collector, and director of assessing on the effective date of this act shall not be reduced by reason of the consolidation.
- (c) The town manager shall be responsible for controlling all appropriated budget expenditures, which includes the power to approve or reject all warrants, including payroll, for the payment of town funds prepared by the town accountant in accordance with section 56 of chapter 41 of the General Laws.
- (d) The town manager shall be responsible for the preparation of the proposed operating budget to be included in the annual town meeting warrant. The proposed budget shall be prepared in accordance with the most current budget process by the date set pursuant to subsection (i) of section 2 as approved by the select board.
- (e) The town manager shall submit to the select board, by the date established pursuant to subsection (i) of section 2, a written proposed budget for the ensuing fiscal year.
- (1) The proposed budget shall describe all actual or estimated revenue from all sources, and all actual or proposed expenditures, including debt service, for the previous, current, and ensuing fiscal years.
 - (2) The proposed budget shall detail all estimated expenditures for current operations during the ensuing fiscal year, detailed by agency, department, committee, purpose, and position.
 - (3) In addition, the town manager shall prepare a 5-year forecast, and include both as part of the proposed annual budget.
 - (4) For the purpose of preparing the budget for the ensuing fiscal year, the town manager shall include an estimate of revenues to be collected and free cash available at the close of the current fiscal year, including estimated balances in special accounts.
 - (5) The town manager shall report on the estimated funds required to be levied and raised by taxation to defray all expenses and liabilities of the proposed budget together with an estimate of the tax rate necessary to raise such amount and include the information in the proposed budget.
- (f) The town manager shall submit a preliminary budget to the select board and the finance committee pursuant to the budget process set forth in subsection (i) of section 2. The preliminary budget shall be submitted not later than 70 days prior to the date of the annual town meeting.
- (g) To assist the town manager in preparing the proposed annual budget of revenue and expenditures, all boards, officers, and committees of the town, including the school committee, shall furnish all relevant information in their possession and submit to the town manager, in writing, in such form as the town manager shall establish, a detailed estimate of the appropriations required and available funds.
- (h) The town manager shall keep the select board informed regarding the availability of federal and state funds and how such funds might relate to the town's current and long-range needs.
- (i) The town manager shall be responsible for filing all grant applications.
- (j) After the close of each fiscal year and after the certification of free cash by the department of revenue, the town manager, as soon as practicable, shall cause to have prepared audited financial statements. Upon completion of the audit, the town manager shall promptly distribute the statements to the select board and the finance committee.

SECTION 6C. APPOINTMENT RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

(a) The town manager shall appoint, based upon merit and qualifications alone, and may remove, all department heads, officers, subordinates, and employees for whom no other method of selection is provided in the charter, except employees of the school department and employees identified in subsection (c) of this section.

(b) Appointments proposed by the town manager, except as noted in subsection (e) of this section, shall become effective on the 15th day following the day on which notice of the proposed appointment is filed at a select board meeting, unless the select board shall, within such period and by a majority vote, vote to reject such proposed appointment, or has sooner voted to affirm it.

(c) The town manager shall appoint, based upon merit and qualifications:

- i. a director of assessing, with the consent of the board of assessors;
- ii. a town planner, with the consent of the planning board;
- iii. a director of public health, with the consent of the board of health;
- iv. a library director, with the consent of the board of library trustees.
- v. a recreation director, with the consent of the recreation commission; and
- vi. a director of public works, with the consent of the board of public works.

For the purposes of this section, consent shall mean that each multiple-member body cited herein shall interview job candidates and make appointment recommendations to the town manager. The town manager shall not make an appointment under this section without the consent of the multiple-member body cited herein. In the case of employees appointed under this section, the town manager shall inform the chair of the appropriate multiple-member body prior to the commencement of any disciplinary action or termination process, except in cases of an emergency, and provide an opportunity to the chair to confidentially comment on the proposed action directly to the town manager.

(d) Relative to appointments made by the town manager under subsection (c) of section 5-5, the policies established by each multiple-member body derived directly from statutory authority shall be the non-administrative policy adhered to by the town manager and the town manager's staff.

(e) Appointments made by the town manager under subsection (c) of this section shall be effective immediately and shall not be subject to rejection by vote of the select board.

SECTION 6D. COLLECTIVE BARGAINING RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

(a) The town manager shall negotiate collective bargaining contracts on behalf of the select board; provided, however, that such contracts shall be subject to approval, ratification, and execution by the select board.

(b) The select board may authorize use of additional counsel or persons to assist the town manager in the negotiations at its discretion.

SECTION 6E. PROCUREMENT RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

The town manager shall be the chief procurement officer, pursuant to chapter 30B of the General Laws and all other applicable statutes, procedures, and bylaws, shall be responsible for purchasing for all

town functions and departments, and shall award all contracts needed for the operation of all town functions and departments, except for the school department, unless otherwise specifically requested by the school committee.

SECTION 7. ORGANIZATION OF AGENCIES

The town manager may reorganize, consolidate, establish, or abolish any department or position under the town manager's direction or supervision at the town manager's discretion and with the select board's approval. With the approval of both the select board and finance committee, the town manager may transfer all or part of any unexpended appropriation of a discontinued department, board, or office to any other town department, board, or office under the select board's jurisdiction.

SECTION 8. CONTINUATION OF EXISTING LAWS, CONTRACTS, AND EMPLOYMENT

(a) All laws, bylaws, votes, rules and regulations whether enacted by authority of the Town or any other authority, which are in force in the Town of Wayland on the effective date of this act, or any portion or portions thereof, not inconsistent with the provisions of this act, shall continue in full force and effect until otherwise provided by other law, bylaws, votes, rules and regulations, respectively.

(b) No contract existing and no action at law or suit in equity, or other proceeding pending on the effective date of this act, or the time of revocation of such acceptance, shall be affected by such acceptance or revocation of this act.

(c) Any person holding a town office or employment under the Town shall retain such office or employment and shall continue to perform the office or employment's duties until provisions shall have been made in accordance with this act for the performance of said duties by another person or agency. No person who continues in the permanent full-time service or employment of the Town shall forfeit pay grade or time in service.

SECTION 9. DISPOSITION OF CERTAIN SPECIAL LAWS

The following special laws, and any amendment thereto, which were enacted for special purposes and were limited in time by their own provisions, are hereby recognized as obsolete and are to stand repealed, but all acts taken under the authority of the said special laws is hereby preserved: [put list here]

SECTION 10. SUBMISSION TO VOTERS

This act shall be submitted to the voters of the Town of Wayland for acceptance at an annual or special town election in the form of the following question:

"Shall an act passed by the General Court in the year 2018 titled 'An Act Relative To The Position Of Town Manager In The Town Of Wayland,' be accepted?"

The Town shall include below the ballot question a fair and concise summary thereof prepared by town counsel and approved by the select board. If a majority of votes cast in answer to this question is in the

affirmative, Sections 1 through 9 of this act shall take effect sixty (60) days following acceptance by the voters.

SECTION 11. TIME OF TAKING EFFECT

Section 10 of this act shall take effect upon its passage.

DRAFT

6) b. Special Act
with TC + Collins
Comments

NOTE: TOWN COUNSEL PROVIDED NEW COMMENT ON 7/16/18 IN PURPLE
DRAFT – AN ACT ESTABLISHING THE POSITION OF TOWN MANAGER IN THE
TOWN OF WAYLAND – DRAFT

Be it enacted, etc., as follows:

SECTION 1. DESIGNATION OF ELECTED OFFICIALS

(a) Upon the effective date of this act, the registered voters of the town of Wayland shall, in accordance with any applicable laws, bylaws, votes of the town or inter-local agreement continue to elect the following:

- (i) members of the select board;
- (ii) town moderator;
- (iii) town clerk;
- (iv) school committee members;
- (v) assessors;
- (vi) planning board members;
- (vii) board of health members;
- (viii) commissioners of trust funds;
- (ix) library trustees;
- (x) members of the board of public works;
- (xi) recreation commissioners; and
- (xii) housing authority members.

(b) The powers, duties and responsibilities of elected and appointed officials shall be as provided by applicable General Laws, special acts, bylaws, and votes of the town, except as otherwise expressly provided herein.

(c) Notwithstanding the election by the voters of the town of the officers named in this section, such officers shall be available at reasonable times to the select board or town manager for consultation, conference, and discussion on matters relating to their respective offices.

SECTION 2. POWERS AND DUTIES OF THE SELECT BOARD

(a) The executive powers of the town shall be vested in the select board, who shall have all the powers given to boards of selectmen in the General Laws.

(b) The select board shall consist of 5 persons elected by the voters of the town. The term of each member of the select board shall be 3 years. The select board shall annually elect a chairperson from among its members.

(c) The select board shall serve as the chief goal-setting and policy-making body of the town. The select board shall set guidelines and policy directives that are to be implemented by the town manager and by other officers and employees appointed by or under its authority. The select board shall have the power to enact rules and regulations to implement policies and to issue interpretations of the rules and regulations.

(d) The select board shall exercise, through the town manager, general supervision over all matters affecting the interests or welfare of the town. The select board shall not normally administer the day-to-day affairs of the town.

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Comment [mjw1]: Decision point 1. Should the position be called "town administrator" or "town manager"?

3/7 update: Board considering this.
4/26: Per TA, change this to "Town Manager."
Changed Act title for consistency.

Comment [mjw2]: Decision point 2. Through this special act, the town may convert any of these offices from elected to appointed, with the exception of the select board, moderator, and school committee.

3/7 update: Board considering these, particularly town clerk, assessors, commissioners of trust funds, and board of public works.

Comment [mjw3]: Decision point 3. Some towns have been retitling their "select board" to "selectboard," to make them gender neutral.

3/7: Agreed to change, per discussion at meeting

(e) The select board shall appoint the town manager, town counsel, independent auditor, assistant or special counsels, and all members of committees, boards, and commissions, except those positions that are elected by the voters or as otherwise expressly provided herein. The select board may make appointments to all positions and committees the select board creates for special or general purposes.

(f) The select board shall have oversight of such boards, committees, positions, or commissions appointed by the select board.

(g) The select board shall have the responsibility and authority for licenses and other non- personnel related functions as provided by the General Laws and the bylaws of the town.

(h) The select board shall be responsible for and shall approve the form and content of all town meeting warrants before such warrants are issued.

(i) The select board shall be responsible for establishing and maintaining written procedures for the preparation of the budget. The selectmen shall annually issue 1 or more written budget messages, including fiscal guidelines and the timeline, at the beginning of each budget cycle or at a time established by the town bylaws.

(j) The select board shall review the annual proposed budget prepared by the town manager and make revisions the select board deems advisable. The town manager shall present the budget as approved by the select board to the finance committee. The finance committee shall consider the budget proposed, shall establish the amounts which should, in its opinion, be appropriated for the ensuing fiscal year, shall add thereto such explanations and suggestions as it deems expedient, and shall report to the town meeting, in print or otherwise, such recommendations as it deems best for the interests of the town.

SECTION 3. APPOINTMENT OF THE TOWN MANAGER

(a) The select board shall appoint, by an affirmative vote of at least 4 members, a town manager who shall be the chief administrative officer of the town. The select board shall appoint the town manager solely on that person's executive and administrative qualifications. The town manager shall be a professionally qualified person of proven ability, especially fitted by education, training, and previous experience to perform the duties of the office. The town may from time to time, by by-law, establish such additional qualifications as seem necessary and appropriate.

(b) The town manager shall devote full time to the duties of the office and shall not engage in any other business or occupation during the term of employment by the town, unless such action is approved in advance, in writing, by the select board. The town manager shall hold no elective office in the town while serving as town manager, but the select board may appoint the town manager to any non-elective office or position consistent with the responsibilities of the town manager.

(c) The select board may enter into a formal contract with the town manager and may set contract terms that shall have precedence over any town personnel bylaws. The select board shall set the compensation for the town manager, not to exceed an amount appropriated by the town meeting.

(d) No member or former member of the select board shall be eligible to be appointed to the position of the town manager within 15 months of termination of such member's service.

(e) Before entering upon the duties of the office, the town manager shall be sworn, in the presence of a majority of the members of the select board, to the faithful and impartial performance thereof by the town clerk or a notary public.

(f) The town manager shall execute a bond in favor of the town for the faithful performance of the town manager's duties in such sums and with such sureties as may be fixed and approved by the select board, the cost for which will be borne by the town.

(g) The select board shall provide for an annual review of the job performance of the town manager.

Comment [mjw4]: Decision point 4: Other than the town administrator, what other positions should the select board appoint?

3/7: Leave as is for now

Comment [mjw5]: Decision point 5: Which boards, committees, commissions, etc. should the board appoint? (And which should the town administrator or moderator appoint? Should the finance committee appointment be moved, as discussed the report?)

3/7: Leave as is for now

Comment [mjw6]: Decision point 6: This could be majority or super-majority.

3/7: Changed to 4, per discussion at meeting

SECTION 4. REMOVAL OF TOWN MANAGER

(a) The select board, by an affirmative vote of at least 4 members, may remove the town manager. At least 30 days before such removal shall be effective, the select board shall file a preliminary written resolution with the town clerk setting forth reasons, if any, for the proposed removal, a copy of which shall be delivered to the town manager. (Consider adding: Nothing contained in this section shall be deemed as overriding the provisions of G.L. c. 30A, §§18-25 or G.L. c. 4, §7, cl. 26. OR the public record status of such resolution and stated reasons, if any, shall conform to with the provisions of G.L. c. 4, §7, cl. 26.)

(b) The town manager may reply in writing to the resolution and may request, in writing, a public hearing; provided, however, that the request for a hearing shall be received by the town clerk not later than 10 days after the town manager's receipt of the resolution. If the town manager so requests, the select board shall hold a public hearing not earlier than 10 days nor later than 20 days after the filing of such request.

(c) Following the public hearing or, if none, at the expiration of 30 days following the filing of the preliminary resolution, the select board may adopt a final resolution of removal.

(d) As part of the preliminary resolution, the select board may suspend the town manager from duty.

(e) Nothing contained herein shall limit the authority of the select board to suspend or remove the town manager as provided by the laws of the commonwealth.

(f) The select board shall determine if such suspension shall be with or without pay.

SECTION 5. ABSENCE OR VACANCY OF TOWN MANAGER

(a) During a temporary absence, not to exceed 30 days, the town manager shall designate by a letter filed with the chair of the select board, a temporary town manager to perform the duties of the office. Such delegation shall be limited to those matters not allowing for delay during the town manager's absence.

(b) If, in the sole opinion of the select board, the town manager's designee is unable to effectively perform the duties of the office during the temporary absence of the town manager, the select board shall appoint a person to perform the duties of the office; provided, however, that those duties shall be limited to those matters not allowing for delay during the town manager's absence.

(c) During an absence of the town manager for 30 or more days, due to disability, illness, or other similar circumstance, the select board shall appoint an acting town manager for the duration of the extended absence. Such designation will cease upon the return of the town manager.

(d) If the individual serving as acting town manager is a town officer or employee, the individual shall return to the position held prior to being appointed as the acting town manager.

(e) No member of the select board shall serve as acting town manager.

(f) If the select board determines, by majority vote of the full membership, that the town manager will be unable to resume the duties of the job for any reasons, including, but not limited to, resignation, termination, or illness, the office of town manager shall be filled as soon as practical by the select board, provided that the select board may appoint an acting town manager to serve until a town manager is appointed. The duties of an acting town manager shall be limited to those matters not allowing for delay and shall include the authority to make temporary, emergency appointments or designations to town office or employment, but not to make permanent appointments or designations.

Comment [CMM7]: Consider deleting "illness" and replacing with "or any other lawful reason" to avoid potential for discrimination or perceived disability claim. Need to comply with ADA.

Comment [mfwb]:
3/7: New language added, per discussion at meeting

SECTION 6A. ADMINISTRATIVE RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

(a) The town manager shall be the chief administrative officer of the town and shall be responsible to the select board for the effective management of all town affairs placed in the town manager's charge by this act, by the select board, by bylaws, or by vote of the town meeting, and for the implementation of town policies placed in the town manager's charge by the select board.

(b) The town manager shall supervise all town departments, with the exception of the school department, and shall direct day-to-day affairs of the town.

(c) The town manager shall be responsible for assuring that the budget is administered as adopted by town meeting and in accordance with the General Laws, this act, and the town bylaws.

(d) The town manager shall advise the select board of all matters requiring action by the select board or by the town.

(e) The town manager shall, in consultation with the personnel board, oversee the town's personnel system and staff in accordance with the town bylaws, and, with the exception of school department personnel—shall, shall oversee personnel evaluation policies and practices, enforcement of labor contracts, labor relations, collective bargaining, and all applicable state and federal regulations relating to employment. The town manager may appoint a human resources director to assist with these human resources duties.

(f) The town manager shall attend all meetings of the select board, except when excused, and shall have the right to speak but not vote. The town manager shall attend all annual and special town meetings and shall be permitted to speak when recognized by the moderator.

(g) The town manager shall administer, either directly or through a person appointed by the town manager in accordance with this act, the General Laws and special acts applicable to the town, all town bylaws, and all rules and regulations established by the select board.

(h) The town manager shall have access to all information necessary for the proper performance of the duties of town manager in accordance with the town bylaws, except for attorney-client privileged information that is provided to or by the select board, unless the select board specifically authorizes such access.

(i) The town manager may, without notice, cause the affairs of any division or department, except the school department, or the conduct of any officer or employee thereof, to be examined.

(j) The town manager shall keep the select board fully informed regarding all departmental operations, fiscal affairs, town priorities and concerns, and administrative actions, and shall submit periodic reports summarizing such matters to the select board.

(k) The town manager shall coordinate the activities among boards, commissions, and committees concerned with long-range municipal planning, including physical or economic development and environmental or resource protection of the town.

(l) The town manager shall be responsible for the maintenance all town buildings, property, and facilities, except those under the jurisdiction of the school department, unless requested by the school committee. The town manager shall develop, keep, and annually update a full and complete inventory of all property of the town, both real and personal.

(m) Under subsection (h) of section 2, the town manager shall be responsible for the preparation of all town meeting warrants in accordance with G.L. c. 39, §10 and the town bylaws and shall distribute, or cause to be distributed, copies of town meeting warrants to the residences of all registered voters of the town.

(n) Upon request, and with the approval of the select board, the town manager shall prosecute, defend, or compromise all litigation to which the town is party.

(o) The town manager shall keep full and complete records of town manager's office and annually submit to the select board a full written report of the operations of the office.

Comment [mjw9]: Decision point 8: Are there items on this list that do not sound like they are appropriate for Wayland?

3/7: Look into technology section, per meeting discussion; new section added on delegation

Comment [CMM10]: Requires amendment to Code Chapter 43

Comment [CMM11]: Town Manager does not actually prosecute or defend litigation: is the intent that the Town Manager shall authorize Town Counsel, or other special counsel, to prosecute or defend claims? If so, this conflicts with Sec. 2(e) where Select Board appoints counsel. Need to reconcile provisions.

Also, is the intent to authorize the Town Manager to settle all claims involving the Town? Does this include the School Department? What about claims where a Town board is the party? Should this be revised to state that the Town Manager, with the consent of the Town board or commission that is a party to a claim, shall be authorized to compromise such claim?

(p) The town manager may authorize any subordinate officer or employee to exercise any power or perform any function or duty which the town manager is authorized to perform; provided, however, that all acts which are performed under any such delegation shall be deemed to be acts of the town manager.

Comment [m]w12:
3/7: Deleted; repeats earlier section

SECTION 6B. FINANCIAL RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

(a) The town ~~manager~~administrator shall be the chief financial officer of the town.

(b) The town ~~manager~~administrator may, at the town ~~manager~~administrator's discretion and with the approval of the select board, establish a consolidated department of finance responsible for the coordination and overall supervision of all fiscal and financial affairs of all agencies of town government and may appoint a director of finance; provided, however, that the terms of persons holding the position of accountant, treasurer/collector, and director of assessing on the effective date of this act shall not be reduced by reason of the consolidation.

(c) The town ~~manager~~administrator shall be responsible for controlling all appropriated budget expenditures, which includes the power to approve or reject all warrants, including payroll, for the payment of town funds prepared by the town accountant in accordance with section 56 of chapter 41 of the General Laws.

(d) The town manager shall be responsible for the preparation of the proposed operating budget to be included in the annual town meeting warrant. The proposed budget shall be prepared in accordance with the most current budget process by the date set pursuant to subsection (i) of section 2 as approved by the select board.

(e) The town manager shall submit to the select board, by the date established pursuant to subsection (i) of section 2, a written proposed budget for the ensuing fiscal year.

(1) The proposed budget shall describe all actual or estimated revenue from all sources, and all actual or proposed expenditures, including debt service, for the previous, current, and ensuing fiscal years.

(2) The proposed budget shall detail all estimated expenditures for current operations during the ensuing fiscal year, detailed by agency, department, committee, purpose, and position.

(3) In addition, the town manager shall prepare a 5-year forecast, and include both as part of the proposed annual budget.

(4) For the purpose of preparing the budget for the ensuing fiscal year, the town manager shall include an estimate of revenues to be collected and free cash available at the close of the current fiscal year, including estimated balances in special accounts.

(5) The town manager shall report on the estimated funds required to be levied and raised by taxation to defray all expenses and liabilities of the proposed budget together with an estimate of the tax rate necessary to raise such amount and include the information in the proposed budget.

(f) The town manager shall submit a preliminary budget to the select board and the finance committee pursuant to the budget process set forth in subsection (i) of section 2. The preliminary budget shall be submitted not later than 70 days prior to the date of the annual town meeting.

(g) To assist the town manager in preparing the proposed annual budget of revenue and expenditures, all boards, officers, and committees of the town, including the school committee, shall furnish all relevant information in their possession and submit to the town manager, in writing, in such form as the town manager shall establish, a detailed estimate of the appropriations required and available funds.

(h) The town manager shall keep the select board informed regarding the availability of federal and state funds and how such funds might relate to the town's current and long-range needs.

Comment [CMM13]: Consider whether there may be any conflicting terms of office among these officers. Should we include a provision that any reorganization or consolidation shall be implemented, notwithstanding the terms of office of any of the officers who may be affected thereby, and upon the expiration of such term of office, the remaining provisions of the reorganization or consolidation shall be implemented?

Comment [CMM14]: Clarify: Is the intent that the Town Manager's proposed budget be printed in the warrant but Fin Comm's recommended budget is also printed and presented in the warrant?

Comment [m]w15:
3/7: Deleted references to capital that were unintentionally included, can be added back in at the Board's interest

Comment [CMM16]: This could conflict with Chapter 19 of the Code, which requires preliminary budget to Fin Comm by Dec. 15 and recommendations by Jan. 15.

- (i) The town manager shall be responsible for filing all grant applications.
- (j) After the close of each fiscal year and after the certification of free cash by the department of revenue, the town manager, as soon as practicable, shall cause to have prepared audited financial statements. Upon completion of the audit, the town manager shall promptly distribute the statements to the select board and the finance committee.

SECTION 6C. APPOINTMENT RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

(a) The town manager shall appoint, based upon merit and qualifications alone, and may remove, all department heads, officers, subordinates, and employees for whom no other method of selection is provided in the charter, except employees of the school department and employees identified in subsection (c) of this section.

(b) Appointments proposed by the town manager, except as noted in subsection (e) of this section, shall become effective on the 15th day following the day on which notice of the proposed appointment is filed at a select board meeting, unless the select board shall, within such period and by a majority vote, vote to reject such proposed appointment, or has sooner voted to affirm it.

- (c) The town manager shall appoint, based upon merit and qualifications:
- i. a director of assessing, with the consent of the board of assessors;
 - ii. a town planner, with the consent of the planning board;
 - iii. a director of public health, with the consent of the board of health;
 - iv. a library director, with the consent of the board of library trustees.
 - v. a recreation director, with the consent of the recreation commission; and
 - vi. a director of public works, with the consent of the board of public works.

For the purposes of this section, consent shall mean that each multiple-member body cited herein shall interview job candidates and make appointment recommendations to the town manager. The town manager shall not make an appointment under this section without the consent of the multiple-member body cited herein. In the case of employees appointed under this section, the town manager shall inform the chair of the appropriate multiple-member body prior to the commencement of any disciplinary action or termination process, except in cases of an emergency, and provide an opportunity to the chair to confidentially comment on the proposed action directly to the town manager.

(d) Relative to appointments made by the town manager under subsection (c) of section 5-5, the policies established by each multiple-member body derived directly from statutory authority shall be the non-administrative policy adhered to by the town manager and the town manager's staff.

(e) Appointments made by the town manager under subsection (c) of this section shall be effective immediately and shall not be subject to rejection by vote of the select board.

SECTION 6D. COLLECTIVE BARGAINING RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

- (a) The town manager shall negotiate collective bargaining contracts on behalf of the select board; provided, however, that such contracts shall be subject to approval, ratification, and execution by the select board.
- (b) The select board may authorize use of additional counsel or persons to assist the town manager in

Comment [mjw17]: Decision point 9 Are there any that should be specifically referenced here? Are there any exceptions to this?

Comment [CMM18]: Will TM appoint all subordinates within these departments? Will those appointments be made by the Department Head with the consent of the Town Manager or with the consent of the applicable board?

Comment [CMM19]: Town does not have a Charter but does have special acts and codes. Need to clarify. To avoid a conflict between this Act and any Code provision, this Act should prevail.

Comment [CMM20]: There is a disconnect between this provision and subsection (e), where appointments made under subsection (c) are immediate. Need to reconcile provisions. Perhaps it would be more clear to state: "With the exception of appointments made by the Town Manager under subsection (c) which shall be effective immediately, all other appointments made by the Town Manager shall become effective on the 15th day following the day on which notice is filed with the select board..." Then subsection (e) could be deleted.

Comment [mjw21]: Decision point 10: Are there any exceptions to this? Should it apply to department heads only, or all staff?

3/7: No decision made on this

Comment [CMM22]: There are also positions listed in Ch. 320 of the Acts of 2004 and Town Code Ch. 60. Should we list all titles or simply that TM appoints all department heads, officers and subordinates for who no other method of appointment is made by this Act?

Comment [mjw23]: Decision point 11: The hiring process could also be set up the other way around. Instead of the board bringing a candidate to the town administrator, the town administrator could bring a proposed candidate to the board for approval. Either way could work, as long as both have a role, and the town administrator is the actual appointing authority.

3/7: No decision made on this

Comment [mjw24]:
3/7: deleted per meeting

Comment [CMM25]: No Section 5-5. Should this be Section 6(c)?

Comment [mjw26]:
3/7: Researching text to make this clearer/more explicit, per meeting

the negotiations at its discretion.

SECTION 6E. PROCUREMENT RESPONSIBILITIES AND POWERS OF THE TOWN MANAGER

The town manager shall be the chief procurement officer, pursuant to chapter 30B of the General Laws and all other applicable statutes, procedures, and bylaws, shall be responsible for purchasing for all town functions and departments, and shall award all contracts needed for the operation of all town functions and departments, except for the school department, unless otherwise specifically requested by the school committee.

Comment [CMM27]: Include Chapter 30, §29M or Chapter 1497 Or just delete "Chapter 30B"

SECTION 7. ORGANIZATION OF AGENCIES

The town manager may reorganize, consolidate, establish, or abolish any department or position under the town manager's direction or supervision at the town manager's discretion and with the select board's approval. With the approval of both the select board and finance committee, the town manager may transfer all or part of any unexpended appropriation of a discontinued department, board, or office to any other town department, board, or office under the select board's jurisdiction.

Comment [CMM28]: I question whether it is necessary to include this in a special act. A reorganization does not necessarily require that funds be transferred but that someone else becomes authorized to expend those funds. We also need to be mindful of Town Meeting's role in transferring funds.

SECTION 8. CONTINUATION OF EXISTING LAWS, CONTRACTS, AND EMPLOYMENT

(a) All laws, bylaws, votes, rules and regulations whether enacted by authority of the Town or any other authority, which are in force in the Town of Wayland on the effective date of this act, or any portion or portions thereof, not inconsistent with the provisions of this act, shall continue in full force and effect until otherwise provided by other law, bylaws, votes, rules and regulations, respectively.

(b) No contract existing and no action at law or suit in equity, or other proceeding pending on the effective date of this act, or the time of revocation of such acceptance, shall be affected by such acceptance or revocation of this act.

(c) Any person holding a town office or employment under the Town shall retain such office or employment and shall continue to perform the office or employment's duties until provisions shall have been made in accordance with this act for the performance of said duties by another person or agency. No person who continues in the permanent full-time service or employment of the Town shall forfeit pay grade or time in service.

SECTION 9. DISPOSITION OF CERTAIN SPECIAL LAWS

The following special laws, and any amendment thereto, which were enacted for special purposes and were limited in time by their own provisions, ~~or are hereby~~otherwise hereby recognized as obsolete and are to stand repealed, but all acts taken under the authority of the said special laws is hereby preserved: **[put list here]**

(a) Chapter 320 of the Acts of 2004, An Act Relative to the Position of Town Administrator in the Town of Wayland

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SECTION 10. SUBMISSION TO VOTERS

This act shall be submitted to the voters of the Town of Wayland for acceptance at an annual or special town election in the form of the following question:

"Shall an act passed by the General Court in the year 2018 titled 'An Act Relative To The Position Of Town Manager In The Town Of Wayland,' be accepted?"

The Town shall include below the ballot question a fair and concise summary thereof prepared by town counsel and approved by the select board. If a majority of votes cast in answer to this question is in the affirmative, Sections 1 through 9 of this act shall take effect sixty (60) days following acceptance by the voters.

SECTION 11. TIME OF TAKING EFFECT

Section 10 of this act shall take effect upon its passage.

641232/WAYL/0001

Comment [m]w29: Decision point 12: The board could also decide to make it so this takes effect on passage and does not require going back to the voters.

3/7: no decision on this yet

Comment [m]w30: Note that further transition provisions may be necessary, but these should be filled in only after all other decisions are made.

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To: Select Board
From: Dave Watkins, Chairman of the Finance Committee
Date: June 28, 2018

Dear Select Board,

The Finance Committee met on June 6, 2018 and discussed the Special Town Administrator Act. Overall the Committee believes the act is a good change and direction for the Town in that it describes a budget process that proposes greater involvement of the Town Manager, Finance Director and the Select Board. The Act falls short of clearly defining the responsibility of the Finance Committee and its interaction with the Town and School to form the Candidate Budget that is submitted to the Finance Committee, which is responsible for submitting a final budget to Town Meeting. The Finance Committee wanted to reiterate several key points discussed at its meeting that the Select Board should consider including:

Finance Committee Duties

In consultation with the Select Board, School Committee, Town Manager, Finance Director and Superintendent of Schools, the Finance Committee is involved in all aspects of the Budget Process. Each year the Finance Committee will receive and review the proposed budget submitted by the Town Manager. The Finance Committee shall conduct one or more public hearings and thereafter shall file its recommended budget with the Select Board and the office of the Town Clerk for distribution to Town Meeting members and subsequent Town meeting action. The Finance Committee shall, in addition, prepare a written report, stating the committee's recommendations and its reasons therefore, pertaining to all warrant articles which involve the expenditure of town funds. It may also, at its discretion, report on any article in the warrant.

Copies of such committee reports shall be mailed or electronically distributed to the town moderator, to each Town Meeting member, to each member of the Select Board, to each member of the School Committee and to the heads of all town departments. Written authorization must be provided to the Town Clerk and the Select Board to receive electronic distribution of materials.

Appointment of Members

The members of the Finance Committee shall be appointed by the Select Board in consultation with Chairman of the Finance Committee.

Time for Appointments

Appointments to the finance committee shall be made within thirty days following the dissolution of the spring town meeting.

Issue Resolution Process

The Chairman of the Finance Committee, the Chairman of the Select Board, the Chairman of the School Committee and the Town Manager will coordinate and respond to issues raised.

Support

Dedicated Town Resources will be responsible for creating information to guide decision making. Additionally, these Resources will communicate with Town Departments, perform data gathering and assist with the development of the following deliverables:

- Report of the Finance Committee
- 5 Year Capital Plan (Including CIPs)
- Budget Hearing Presentations
- Budget Model Used for Finance Committee Decision Making
- Omnibus Budget
- Articles
- Meeting Information (Agendas, Handouts, Schedules etc.)
- Financial Strategies that Mitigate the Possibility of Future Overrides

For the following subject areas:

- Unclassified: OPEB, Health Insurance, Unemployment Insurance, Workers' Compensation, General Insurance, Pension Contributions, Debt and Interest, and Energy
- Revenue Projections
- Public Works
- Schools
- Public Safety
- Health, COA and Recreation
- General Government

Guidelines

The Finance Committee will review and approve any proposed guidelines. The Committee will adhere to a strategy that aims to avoid future overrides. It is important to note that persistent increases in the budget above the growth in the levy limit, of 2.5% plus new growth in the tax base, are unsustainable and will require an override to confirm such a budget.

Budget and Schedule

The budget and schedule should allow for more time at critical decision-making points. The Town Manager should provide a Final Budget to the Finance Committee, from all Municipal Departments, including the School Department, no later than December 15.

Thank you for considering the Finance Committee's input and we are at your service to provide clarification.

Sincerely,
Dave Watkins
Chairman, Wayland Finance Committee

(a) d. Board of
Library Trustees
response



WAYLAND FREE PUBLIC LIBRARY

5 CONCORD ROAD | WAYLAND MA 01778 | 508 358 2311 | WAYLANDLIBRARY.ORG

Lea Anderson, Chair,
Wayland Board of Selectmen
41 Cochituate Road, Wayland, MA 01778
July 19, 2018

Dear Ms. Anderson,

The Board of Library Trustees (Trustees) recently attended the May 23, 2018 Board of Selectmen meeting to discuss the Special Act for a Town Manager (the Special Act). The Trustees expressed their deep concern that the Special Act removes the legislative authority granted the Trustees by the Massachusetts Legislature over the library and transfers this authority to a Town Manager. Thank you for attending a recent Trustee meeting when we again discussed the Special Act. This letter summarizes that discussion and concerns and expresses the opinion of the Library Trustees that an exclusion for the Library is necessary in this Special Act.

The Massachusetts Legislature, established and codified library services for the Commonwealth in Massachusetts General Laws c. 78. This statute, from the 1800's, established library services independent from the governing structure of local governments placing them under the jurisdiction of independently elected boards, accountable only to the voters. The Legislature established the town libraries, requiring the election of trustees (sec. 10) and vested the following authority in the trustees: the custody and management of the land, building and funds of the library (sec. 11); the submission of an Annual Report (sec. 12); the development of policies for the collection of materials (American Library Association standards) and policies for the use of the materials and the building (sec. 33); the hiring, evaluation and firing of a director (sec. 34); requiring all patron information and records of inquiry be excluded from the Public Records Law (sec. 7), and more.

By establishing the public libraries (MGL c. 78) and the public schools (MGL c. 69-77) similarly, the Legislature insulated libraries and schools from political pressure in the development of materials, instruction and policies. Both the public libraries and the public schools have educational missions and these missions are quite distinct from running a municipality. The Legislature recognized these distinctions by giving school committees explicit jurisdiction as stated in the statutes, and by giving trustees complete authority over the Library as stated in MGL c. 78.

Both the schools and the library must be able to pursue their educational missions in as unfettered a way as possible. The schools' primary mission is the education of students, and the library's primary mission is to foster the education of the town's citizens by providing free access to a rich array of information in many formats. To safeguard intellectual freedom, the Library needs to be protected from challenges or undue pressure brought by private groups, individuals, and /or public authorities that may seek to impose particular points of view on its collection or implementation of its mission. The authority vested in trustees by the Legislature ensures this freedom.

The Special Act does allow for the continued election of the Trustees as required by state law and states that the powers, duties and responsibilities of elected officials, such as the Trustees, will remain the same except as stated in the Special Act. We read the Special Act as removing vital powers, duties and responsibilities of the Trustees in the performance of their legislative duties.

The Trustees read the Special Act as removing the following authority, transferring it to the Select Board and the Town Manager in these sections:

1. Sec. 2 (c), policy making, goal setting and implementation thereof;
2. Sec. 2 (e), appointment and oversight of subcommittees;
3. Sec 2 (j), review of proposed annual budget. *The annual proposed budget meets the ongoing needs of the Library and ensures qualification for State Aid and Certification of the Library.*
4. Sec. 6A (b), supervision of the Library and of its day to day affairs;
5. Sec. 6A (e), oversight and development of evaluation policies and practices and the evaluation of the Director and staff. *Trustees access the Human Resources staff as a resource when hiring, evaluating, removing the library director, as needed. We thank the Town for managing the collective bargaining agreements of staff in collaboration with the Director;*
6. Sec. 6A (i), examination of its director, employees or affairs;
7. Sec 6A (l), maintenance of the library building and land. *The Trustees and Director acknowledge this work requires the assistance of the Facilities Department and DPW and thank them for their attentiveness and expertise to maintain the property and building well for the public's use and staff safety;*
8. Sec. 6B (c), control of the appropriated budget expenditures for the operations of the library. *Trustees are concerned that warrants and payroll can be rejected. The Trustees have a long history of faithful management of the funds appropriated for and donated to the library. Trustees review the warrants before submission to the Treasurer or Finance/Accounting office;*
9. Sec. 6B (d) and (g), preparation of the operating budget for the ATM warrant. *The Trustees and Director follow guidelines presented by the FinCom/Selectmen to ensure a budget which meets the library's operational needs and qualifies Wayland for state aid and continued certification;*
10. Sec. 6B (i), filing all grant applications. *The Trustees and Director seek and apply for grants on a regular basis to better the library services and facility. Only the state building grant application required the signature of the Town Administrator/Chief Procurement Officer;*
11. Sec. 6C (a) appointing and removing subordinates and employees of the Director, i.e. the staff;
12. Sec. 6C (c), appointment of the Library Director, development and implementation of policies for discipline and termination of the Director;
13. Sec. 6C (d), *this section needs clarification. We read it to state that the statutory authority for the Trustees will be changed and be non-administrative policy making authority only. It effectively strips the Trustees of all authority to implement policies, oversee the library and the director;*
14. Sec. 6E Procurement Responsibilities and Power of the Town Manager
The town manager shall be (the chief procurement officer and be) responsible for *all* purchasing for the Library and for awarding *all* contracts for the operation of the Library;
15. Sec. 7 Organization of Agencies. The town manager may *reorganize, consolidate, establish or abolish* the Library, or any Library *position* under the town manager's discretion/supervision, at the town manager's discretion, with the select board's approval. The Special Act proposes to place the Library, Director, staff under the direction/supervision of the town manager.

Throughout the history of this town, the Trustees have managed the Library in an exemplary manner. The Trustees are collaborative, responsive, deliberative. Throughout the years, Trustees have been in discussion with other town boards and committees, most recently in the effort to better library services for the Town with the state library grant application for a new library building.

This letter is a brief overview of the concerns of the Trustees regarding the Special Act. We believe an exclusion for the Library in this Special Act is appropriate and will not weaken the position of a Town Manager. The Trustees welcome further discussion elaborating upon these concerns.

Sincerely, 
Aida Gennis, Chair, Board of Library Trustees

Board of Assessors

Discussion of Special Act to Create Town Manager

I attended the BoA meeting on August 13 at 7:15pm. All Assessors were in attendance (chair Susan Rufo, Jayson Brodie, Zack Ventress, Steve Glovsky and John Todd) as well as Bruce Morgan, Director of Assessing.

The agenda item:

7:30 pm Proposed Town Manager Special Act: Discussion with and provide feedback to Selectman Cherry Karlson

The BoA received the following information to facilitate the discussion:

1. Presentation/discussion slides for the Town Manager Special Act
2. Draft Town Manager Special Act
3. Report from the Collins Center: Financial Management Structure Review (background for creating the Special Act – not the focus of the discussion but provided as background for those interested in the analysis)
4. The Buzz, June 13, 2018 "Restructuring Government": discussion with Town Administrator Nan Balmer and Selectman Lea Anderson. <https://vimeo.com/275271539> Start at minute 16:18 for the interview.

Summary of discussion:

The BoA was disappointed and frustrated with the Collins Center process for both the November 2016 Review of Financial Policies and Procedures and the October 2017 Financial Management Structure Review. Neither the former Director of Assessing nor the chair of the Board of Assessors was contacted or interviewed as part of either project despite reaching out to Collins Center staff.

The BoA does not believe that its business is correctly considered in the final reports.

The BoA discussed the following concerns:

- Potential conflicts of interest, particularly if under Section 6B, the town manager establishes a consolidated finance department.
- Use of the word "shall" throughout the document. For example, in Section 1(c) "such officers shall be available at reasonable times to the Select Board...." and elsewhere.
- Changes in the ability to hire, terminate and review the Director of Assessing.

The BoA was supportive of professionalizing the management of the Town.

BoA member Steve Glovsky provided CCK with a hard copy of his personal comments on the Special Act.

Cherry Karlson, notes from August 13 meeting with BoA

Wf. WWMDC
email

fred knight <fred.knightway@gmail.com>

Wed 8/8/2018 9:34 PM

To: Karlson, Cherry

Cc: Capasso, Jane; Anderson, Lea; Holder, Thomas



Reply all | v



Action Items



Cherry,

Appreciate your taking time to discuss town governance changes. My comments are the following.

1. Enterprise funds (water and wastewater) seem different from departments, and unique challenges may exist. One example is the method of creating a new employee position, which is fine if there is agreement (like the WOM) but tricky if there is disagreement between the TM and WWMDC. Another example is what constitutes jurisdiction for commission, e.g., who negotiates with River's Edge?
2. How does the enterprise fund handle multi-year budgeting. Seems like there should be a budget guideline that says "minimize ups and downs" over many years. Fiscal predictions involve operations and capital.
3. How are disagreements between commission and TM handled? Who evaluates employees?
4. How are town functions going to be improved, e.g., chaotic and silo-ed building permit applications, lack of uniformity for on-line bill payment, and HR vs. commission ideas on employee salaries.

just a few points.

thanks for coming to our meeting.

cheers,

fred

—

Personnel Board Meeting
Wayland Town Building – Selectmen’s Office
Draft Minutes (Excerpt)
September 25, 2018 8:00 am

Town Manager Special Act

The Board discussed the extent to which the draft Town Manager Special Act is consistent with the Town Administrator’s contract. Section 8(b) of the Special Act suggests that the current contract preempts the Special Act. The Personnel Board suggested a section-by-section review of the Special Act compared to the current Town Administrator By-law, other by-laws, and the current Town Administrator contract.

Section 5 of the Special Act, which addresses temporary absence or vacancy, grants the Town Manager authority to designate a temporary replacement for absences of fewer than 30 days and limits the responsibilities of the temporary Town Manager. Members of the Personnel Board questioned the rationale for not letting the temporary Town Manager perform all – or almost all – of the Town Manager’s job functions.

During absences greater than 30 days, the Board of Selectmen appoints an acting Town Manager. The Personnel Board discussed whether it might be preferable to have the Board of Selectmen designate the temporary replacement in all instances and grant that individual authority similar to the regular Town Manager.

The Board discussed whether the Special Act should identify the Town Manager as the Chief Financial Officer.

The Board acknowledged that Section 6(d) grants the Town Administrator broad responsibilities to conduct collective bargaining independent of the Personnel Board. Members of the Board discussed whether they would have a role in grievances. Currently, the grievance process is written into individual collective bargaining agreements. If the Personnel Board no longer participates in the negotiation of collective bargaining agreements or hears grievances, then its only remaining role may be the wage and hour classification. The Personnel Board suggested that it might be worthwhile to conduct a section-by-section review of the Special Act compared to the current Personnel Board By-law.

Town letterhead

Mr. Jerry A. Cellucci
Senior Director, Corporate Real Estate
Raytheon Company
870 Winter Street
Waltham, MA 02451-1449

October XX, 2018

Dear Mr. Cellucci:

The Town of Wayland plans to redevelop an area of the former Raytheon Company property (located adjacent to Boston Post Road and Andrew Avenue) for use as a Council on Aging/Community Center facility. The area is specifically identified as Lot 4-1, Lot 8-1, Lot 9-1B, and Parcel R-20-1 shown on a plan prepared by the Town Surveyor entitled "Plan of Land Wayland, Massachusetts Showing Proposed Municipal Parcels" dated July 21, 2015 and recorded at the Middlesex South Registry of Deeds as Plan 616 of 2015 (Attachment A). Wayland Town Meetings have authorized the Board of Selectmen to acquire the land through lease or purchase and have appropriated funds for due diligence, planning efforts and the preparation of engineering documents for public bid of a community center facility on the site. The current owner of these parcels, Twenty Wayland, LLC, has expressed interest in a long-term lease of the land to the Town.

As we discussed at our August 28, 2018 meeting, the Town requests that Raytheon provide a Licensed Site Professional (LSP) opinion on the Town's ability to repurpose the land and existing structure given the Activities and Use Limitation (AUL) deed restriction that limits among other things development, excavation and some uses of the property. We appreciate your willingness to consider amending or terminating certain AUL restrictions on uses at the site. Upon receipt of this opinion, we will proceed with lease negotiations with Twenty Wayland LLC and continue with our efforts to repurpose the structure and land for the benefit of the residents of Wayland.

History: A brief history of the Town's efforts to acquire and develop these parcels is provided in Attachment B.

Community Need: the Council on Aging/Community Center (CoA/CC) will serve unmet needs of the Council on Aging and Recreation Departments as well as other organized community groups that compete for the limited available meeting and activity space. Both departments currently operate in facilities that are inadequate to meet the current and projected needs of the Town.

Additional information is provided in Attachment C.

Proposed Uses: The CoA/CC Committee has contracted with a full-service architectural consulting firm specializing in public sector projects (Kang Associates Inc) to conduct a programming study and develop a design of a facility located on the subject parcels that will best fulfill the Town's needs. It is proposed that this facility will host activities sponsored by the Council on Aging, Recreation, Veterans Affairs, the Historical Commission and community groups like scouting, youth athletic boards and other similar non-profit groups. The primary purpose of the facility would be to serve as a Senior Center with all existing staff and programs relocated from the 2,800 square feet of space in the Town Building. It is anticipated

DRAFT October 11, 2018

that Recreation staff would remain in the Town Building, but they will be able to offer many new and improved programs and classes that require indoor space. Specific programming ideas are highlighted in the Kang Associates report updated in July 2018, which can be found here: https://www.wayland.ma.us/sites/waylandma/files/news/wayland_community_center_feasibility_study.pdf

Additional details on the proposed project can be found in an FAQ document prepared for the 2018 Annual Town Meeting. https://www.wayland.ma.us/sites/waylandma/files/uploads/community_center_faqs_2018.pdf

A proposed site plan for the project can be observed at: https://www.wayland.ma.us/sites/waylandma/files/uploads/5400.58-5-wayland_ccac_12.12.17_dragged_1.pdf The use of all four identified parcels allows an optimized use of the existing building, construction of adjacent parking and maintenance of green space and wetland areas. The architect for the project prepared several different scenarios that meet the program sizing requirements while considering the proposed square footage, layout, riverfront constraints and other factors. The final sizing and design will be developed in collaboration with all stakeholders.

Concept Plan: https://www.wayland.ma.us/sites/waylandma/files/uploads/5400.58-5-wayland_ccac_12.12.17_dragged.pdf

Soil Management: We understand Raytheon's desire to limit soil disturbance on these parcels and will work to ensure disturbances are limited and managed appropriately during construction. The proposed plan is to reuse as much of the existing structure as possible and add a parking area. Utilities are stubbed to the property line and will need to be trenched to the building. A site-specific soil management plan will be developed for the project and included as part of the permitting and construction of the project. The Town will not use the site for agricultural purposes and any active gardening will be done in raised beds isolated from the existing in situ soil.

Stormwater Management: We understand Raytheon's concern with changing surface and subsurface movement of water on these four parcels and will work with Raytheon during the planning, permitting, and design process. When the project is permitted, the whole project (building, parking areas, etc.) will be subject to Planning Board and Conservation requirements regarding the management of stormwater. The existing structure's roof sheet flows onto the ground at the site currently. Provisions were made to allow the management of stormwater in Basin #2 located to the north of the site. However, this may not be the most practical and appropriate option as elevations may not allow surface water to be discharged to the basin and it would combine private (Town Center development) and public stormwater sources. We will continue to work with Raytheon to find a suitable solution to stormwater management.

Wastewater Management: The Town has reserved 3,000 gallons per day capacity in the municipally owned and run Wastewater facility located in the Town Center development. According to our architect, based on Title V regulations, this is sufficient capacity for programming planned for the facility.

Potable Water: Town water is available for use at the site. Any irrigation required for the site will be supplied by Town water, and the Town will not develop on-site irrigation wells.

The Board of Selectmen is committed to moving this project forward creating a safe and productive asset benefiting our Town. We look forward to a positive LSP opinion giving conditional acceptance of the project with the understanding that the Town will continue to work with Raytheon as design and permitting move forward.

Sincerely,

Name
Position

Cc: Wayland Board of Selectmen
Wayland Council on Aging/Community Center Committee
Paul Brinkman, Town of Wayland Engineer
John C. Drobinski, Environmental Resources Management
Jonathan Hone, Environmental Resources Management
KP Law Amy Kwesell??

Attachment B

Proposed Council on Aging/Community Center (CoA/CC) facility – background: Nov 2014 to Oct 2018

November 2014: Board of Selectmen formed the CoA/CC Advisory Committee to make a recommendation on acquiring the Municipal Parcel, the need for a CoA/CC type facility and to prepare articles for discussion at the 2015 Annual Town Meeting.

April 2015: Town Meeting appropriated \$150,000 for conducting due diligence and feasibility design (vote 268-140) for a proposed CoA/CC but failed to authorize the Board of Selectmen to acquire the four parcels (vote 148-80, two-thirds vote required).

May 2015: The BoS redrafted the CoA/CC charge to carry out the work authorized at the April 2015 Annual Town Meeting. Specifically, its work included conducting a review of site conditions including environmental site assessments; identifying permitting needs; confirming program requirements; and creating conceptual and schematic designs for a facility on the proposed municipal pad at Town Center.

November 2015: based on its work, the CoA/CC recommended an article to Special Town Meeting to acquire four parcels including the Municipal Parcel. The article passed (vote 395-163). The CoA/CC Committee continued its work on program development and to prepare for an ATM 2016 funding request for design, construction and bidding documents.

April 2016: Town Meeting failed to pass an article requesting appropriation for design, construction and bid documents (vote 165-115). This proposal considered expanding the existing building to 21,000 SF.

April 2016 - November 2017: the CoA/CC Committee continued its work and the Board of Selectmen updated the charge in November 2017:

- Project phasing: consider only the first phase of the project, consisting of renovations and Code compliance upgrades to the existing building with only minor additions such as enclosed vestibules (approximately 10,250 SF).
- Kang Associates to update the last report: compile updated program, outline specifications, engineering system narratives and identify approximate cost of construction.
- Conservation: continue to work with the Conservation Commission to understand the environmental requirements/limitations on the proposed 4-acre municipal parcel; initiating re-flagging the river and wetlands boundaries.
- Website management: make the CoA/CC documents on the town web site more easily accessible through better organization and labeling.
- Recommend an article to the Board of Selectmen on timing and content of 2018 Annual Town Meeting Article.
- The Board of Selectmen referred the project to the Permanent Municipal Building Committee for management of next project stages.

April 2018: Town Meeting appropriated \$470,000 for preparing design, construction and bid documents for a multi-use Community Center to be built on the Municipal Parcel and adjacent lands using the existing building (vote 365-80).

May – October 2018: Board of Selectmen negotiated with Twenty Wayland LLC on acquiring the parcels. CoA/CC completed transitioning the project to the Permanent Municipal Building Committee; recommendation on hiring an Owner’s Project Manager. All work is on hold until the land is acquired. Board of Selectmen working with Raytheon on an LSP opinion addressing proposed uses.

Attachment C

Information from the April 2018 Annual Town Meeting Warrant, Article 20:

This proposed use of the land and building is consistent with the goals set forth by the Town in planning for a municipal use at the Town Center property, which was to create a mixed-use project that would be a gathering place and attract residents of Wayland for a multitude of purposes, including residences, shopping, dining and gathering for recreational and other activities, all in walking distance to one another.

The proposed Community Center will be designed as flexible space that will serve citizens of all ages by managing program schedules. The Recreation Department and Council on Aging (CoA) staff can work together to coordinate the use of shared space and resources so that the facility is used to its full potential and services can be streamlined by the Recreation and CoA staff through joint planning.

Additionally, the Community Center will serve unmet needs of the CoA and Recreation Departments as well as other organized community groups that compete for meeting space. Both departments currently operate in below-standard facilities. Of the twelve peer towns recognized by the Finance Committee, all have separate CoA facilities, and ten have community centers. One of the two that does not yet have a community center, Lincoln, is in the process of planning a combined CoA/Community Center, similar to the project that is proposed in this article. Wayland will be the only one of our twelve peer towns that does not have a facility of this type.

The need for space for the CoA is acute and growing. Wayland's senior population is expected to continue to grow until 2030. Already more than twenty-five percent of Wayland residents are 60+ years old and eligible for local, state, and federal programs and services. Residents also use the CoA to understand and seek services for their aging parents. State guidelines recommend provision of 5 to 6 sq. ft. per senior, while Wayland's underserved seniors are squeezed into 2800 sq. ft. in the Town Building plus a patchwork of other spaces. Our peer towns provide an average of 2 sq. ft. per senior resident in their facilities; Wayland provides 0.66 sq. ft. per senior resident.

In addition to the lack of space for general activities, the CoA is currently unable to provide sufficient private meeting and record storage space for services requiring confidentiality, such as Medicare enrollment, fuel assistance, etc. In some cases, Wayland residents are sent to other communities for these services or hold confidential meetings in unheated closets.

The Town also needs more space for organized group activities. Participation in organized activities continues to rise, especially among younger residents and children, and the Town has little space for these groups to meet. Wayland's youth often participate in multiple sports and clubs over a year – and even over a season – and the town needs space to meet the needs of these groups. Some examples are the Girl and Boy Scouts, Wayland Dads and Wayland Children and Parents Association (WCPA).

The Community Center would also dedicate space to assist Veterans and their families in obtaining benefits and services for which they are entitled. Currently, The Wayland Veterans agent meets weekly in a conference room and Wayland has no other space dedicated for veteran services.

Locating the senior/community center at the municipal pad increases its visibility and places it in a walkable community so that residents can walk to shops, restaurants, housing, a health club, and

medical offices without having to drive between these uses. In addition to the space itself, adequate parking can be provided at the municipal pad, with overflow parking readily available in the nearby Town Center lots and on-street parking for peak events.

BOARD OF SELECTMEN
Monday, October 15, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

CONSENT CALENDAR

1. Vote the question of approving and signing the weekly payroll and expense warrants
2. Vote the question of approving the invoice from KP Law, dated September 27, 2018, Invoice No. 117707, for professional service through August 31, 2018, in the amount \$525.49
3. Vote the question of approving the applications filed by Testa Restaurant Group, LLC, d/b/a/ Giacomo's Wayland for a retail All Alcoholic Liquor License to serve and sell such beverages on the premises at 14 Elissa Avenue, Wayland, MA, and for an Entertainment License at said premises
4. Vote the question of signing the Warrant for the 2018 State Election
5. Vote the question of authorizing the Town Administrator to amend the contract with The Vertex Companies in the amount of \$19,700
6. Vote the question of approving the placement of four temporary sandwich board signs from Saturday, October 20, 2018 through Saturday, October 27, 2018, to be placed at Fire Station Two in Cochituate, Old Connecticut Path and Cochituate Road (Five Paths), Route 20/Old Connecticut Path by the Coach Grill, and Town Center (corner of Routes 20 and 27), for a Trunk or Treat event being sponsored by the Wayland Children and Parents Association on October 27, 2018
7. Vote the question of approving the placement of four temporary sandwich board signs from Monday, November 5, 2018 through Monday, November 12, 2018, to be placed at Fire Station Two in Cochituate, Old Connecticut Path and Cochituate Road (Five Paths), Route 20/Old Connecticut Path by the Coach Grill, and Town Center (corner of Routes 20 and 27), for the Stacey Peasley Band Concert for kids being sponsored by the Wayland Children and Parents Association on November 12, 2108.

RECEIVED

OCT 01 2018

Board of Selectmen
Town of Wayland

KP LAW, P.C.
101 ARCH STREET
BOSTON, MA 02110
(617) 556-0007

INVOICE NO: 117707

WAYLAND TAX
MS. NAN BALMER
WAYLAND TOWN HALL
41 COCHITUATE ROAD
WAYLAND, MA 01778

IN REFERENCE TO: PROFESSIONAL SERVICE
THROUGH

August 31, 2018

September 27, 2018

TOTAL FEES:	\$444.00
TOTAL COSTS:	<u>\$81.49</u>
BALANCE DUE:	<u>\$525.49</u>

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2018 STATE ELECTION

MIDDLESEX SS.

To the Constables of the City/Town of Wayland

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Elections to vote at:

PREC. 1 & 4 , PREC. 2 & 3
(Precinct numbers)

WAYLAND TOWN BUILDING and WAYLAND MIDDLE SCHOOL
(Polling locations)

on **TUESDAY, THE SIXTH DAY OF NOVEMBER, 2018**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

SENATOR IN CONGRESS	FOR THIS COMMONWEALTH
GOVERNOR	FOR THIS COMMONWEALTH
LIEUTENANT GOVERNOR	FOR THIS COMMONWEALTH
ATTORNEY GENERAL	FOR THIS COMMONWEALTH
SECRETARY OF STATE	FOR THIS COMMONWEALTH
TREASURER	FOR THIS COMMONWEALTH
AUDITOR	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS	FIFTH DISTRICT
COUNCILLOR	SECOND DISTRICT
SENATOR IN GENERAL COURT	NORFOLK, BRISTOL & MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT	THIRTEENTH MIDDLESEX DISTRICT (Prec. 1,2&3)
REPRESENTATIVE IN GENERAL COURT	FOURTEENTH NORFOLK DISTRICT (Prec. 4)
DISTRICT ATTORNEY	NORTHERN DISTRICT
CLERK OF COURTS	MIDDLESEX COUNTY
REGISTER OF DEEDS	MIDDLESEX SOUTHERN DISTRICT

Question 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would limit how many patients could be assigned to each registered nurse in Massachusetts hospitals and certain other health care facilities. The maximum number of patients per registered nurse would vary by type of unit and level of care, as follows:

- In units with step-down/intermediate care patients: 3 patients per nurse;
- In units with post-anesthesia care or operating room patients: 1 patient under anesthesia per nurse; 2 patients post-anesthesia per nurse;
- In the emergency services department: 1 critical or intensive care patient per nurse (or 2 if the nurse has assessed each patient's condition as stable); 2 urgent non-stable patients per nurse; 3 urgent stable patients per nurse; or 5 non-urgent stable patients per nurse;
- In units with maternity patients: (a) active labor patients: 1 patient per nurse; (b) during birth and for up to two hours immediately postpartum: 1 mother per nurse and 1 baby per nurse; (c) when the condition of the mother and baby are determined to be stable: 1 mother and her baby or babies per nurse; (d) postpartum: 6 patients per nurse; (e) intermediate care or continuing care babies: 2 babies per nurse; (f) well-babies: 6 babies per nurse;

- In units with pediatric, medical, surgical, telemetry, or observational/outpatient treatment patients, or any other unit: 4 patients per nurse; and
- In units with psychiatric or rehabilitation patients: 5 patients per nurse.

The proposed law would require a covered facility to comply with the patient assignment limits without reducing its level of nursing, service, maintenance, clerical, professional, and other staff.

The proposed law would also require every covered facility to develop a written patient acuity tool for each unit to evaluate the condition of each patient. This tool would be used by nurses in deciding whether patient limits should be lower than the limits of the proposed law at any given time.

The proposed law would not override any contract in effect on January 1, 2019 that set higher patient limits. The proposed law's limits would take effect after any such contract expired.

The state Health Policy Commission would be required to promulgate regulations to implement the proposed law. The Commission could conduct inspections to ensure compliance with the law. Any facility receiving written notice from the Commission of a complaint or a violation would be required to submit a written compliance plan to the Commission. The Commission could report violations to the state Attorney General, who could file suit to obtain a civil penalty of up to \$25,000 per violation as well as up to \$25,000 for each day a violation continued after the Commission notified the covered facility of the violation. The Health Policy Commission would be required to establish a toll-free telephone number for complaints and a website where complaints, compliance plans, and violations would appear.

The proposed law would prohibit discipline or retaliation against any employee for complying with the patient assignment limits of the law. The proposed law would require every covered facility to post within each unit, patient room, and waiting area a notice explaining the patient limits and how to report violations. Each day of a facility's non-compliance with the posting requirement would be punishable by a civil penalty between \$250 and \$2,500.

The proposed law's requirements would be suspended during a state or nationally declared public health emergency.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would limit the number of patients that could be assigned to one registered nurse in hospitals and certain other health care facilities.

A NO VOTE would make no change in current laws relative to patient-to-nurse limits.

Question 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would create a citizens commission to consider and recommend potential amendments to the United States Constitution to establish that corporations do not have the same Constitutional rights as human beings and that campaign contributions and expenditures may be regulated.

Any resident of Massachusetts who is a United States citizen would be able to apply for appointment to the 15-member commission, and members would serve without compensation. The Governor, the Secretary of the Commonwealth, the state Attorney General, the Speaker of the state House of Representatives, and the President of the state Senate would each appoint three members of the commission and, in making these appointments, would seek to ensure that the commission reflects a range of geographic, political, and demographic backgrounds.

The commission would be required to research and take testimony, and then issue a report regarding (1) the impact of political spending in Massachusetts; (2) any limitations on the state's ability to regulate corporations and other entities in light of Supreme Court decisions that allow corporations to assert certain constitutional rights; (3) recommendations for constitutional amendments; (4) an analysis of constitutional amendments introduced to Congress; and (5) recommendations for advancing proposed amendments to the United States Constitution.

The commission would be subject to the state Open Meeting Law and Public Records Law. The commission's first report would be due December 31, 2019, and the Secretary of the Commonwealth would be required to deliver the commission's report to the state Legislature, the United States Congress, and the President of the United States.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A **YES VOTE** would create a citizens commission to advance an amendment to the United States Constitution to limit the influence of money in elections and establish that corporations do not have the same rights as human beings.

A **NO VOTE** would not create this commission.

Question 3: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on July 7, 2016?
SUMMARY

This law adds gender identity to the list of prohibited grounds for discrimination in places of public accommodation, resort, or amusement. Such grounds also include race, color, religious creed, national origin, sex, disability, and ancestry. A "place of public accommodation, resort or amusement" is defined in existing law as any place that is open to and accepts or solicits the patronage of the general public, such as hotels, stores, restaurants, theaters, sports facilities, and hospitals. "Gender identity" is defined as a person's sincerely held gender-related identity, appearance, or behavior, whether or not it is different from that traditionally associated with the person's physiology or assigned sex at birth.

This law prohibits discrimination based on gender identity in a person's admission to or treatment in any place of public accommodation. The law requires any such place that has separate areas for males and females (such as restrooms) to allow access to and full use of those areas consistent with a person's gender identity. The law also prohibits the owner or manager of a place of public accommodation from using advertising or signage that discriminates on the basis of gender identity.

This law directs the state Commission Against Discrimination to adopt rules or policies and make recommendations to carry out this law. The law also directs the state Attorney General to issue regulations or guidance on referring for legal action any person who asserts gender identity for an improper purpose.

The provisions of this law governing access to places of public accommodation are effective as of October 1, 2016. The remaining provisions are effective as of July 8, 2016.

A **YES VOTE** would keep in place the current law, which prohibits discrimination on the basis of gender identity in places of public accommodation.

A **NO VOTE** would repeal this provision of the public accommodation law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this ____ day of October 2018.

City Council or Selectmen of: WAYLAND

POSTING
(Service of warrant by Constable)

_____, 2018.
Constable (month and day)

(Warrant must be posted by **October 30, 2018**, (at least *seven days prior* to the **November 6, 2018** State Election).



Proposal/Client Authorization

One Congress Street
10th Floor
Boston, MA 02114
p: 781.952.6000
f: 781.335.3543

- New Contract
 Amendment

Contract No.:
47728

Date 10/04/2018

Project No. 47728

Proposal No. P.2728.18

Project Name River's Edge ACM, 484 Boston Post Road, Wayland, MA

To:	Cost Estimate	Total
Mr. Paul Brinkman The Town of Wayland 41 Cochituate Road Wayland, MA 01778	Disposal Sample Collection	\$19,700.00

As Requested By

- Fixed Fee Time & Materials
 Multi-Task Other

Date

Estimated Start Date October 2018

SCOPE OF SERVICES:

This amendment has been prepared for the continued professional services associated with the management of asbestos containing waste material (ACWM) at the site located at 484 Boston Post Road in Wayland, Massachusetts (the site). Specifically, this amendment addresses the collection of up to ten (10) soil samples to assist with the characterization of stockpiled material scheduled to be transported and disposed off-site.

Based on the current approved budget, VERTEX has sufficient funds to cover the proposed sample collection and laboratory analysis. This amendment is to provide notice of the anticipated costs associated with the proposed tasks.

Task 1: Disposal Sample Collection

Based on the proposed ACWM clean-up plan discussed with the Massachusetts Department of Environmental Protection (MassDEP) on September 27, 2018, VERTEX estimates that 2,000-cubic yards (or approximately 3,000 tons) of soil will require off-site disposal. Required sampling frequency is 1 sample per 200 tons for the first 2,000 tons and then every 500 tons thereafter. Based on this frequency, VERTEX will collect 13 soil samples from areas scheduled to be removed. Soil samples will be collected directly into laboratory supplied containers and submitted for analysis of:

- Toxicity characteristic leaching procedure (TCLP) volatile organic compounds (VOCs);
- TCLP semi-volatile organic compounds (SVOCs);
- TCLP Resource Conservation and Recovery Act (RCRA) 8 metals;
- TCLP herbicides and pesticides;
- Polychlorinated biphenyls; and
- Flash point/ignitability, reactive sulfide and reactive cyanide.

VERTEX will submit the samples to the lab with a standard 5-day turn-around-time from the time that the laboratory receives the samples. Field work is anticipated to be completed within one day.

Task 2: Contractor Bid Document Support

VERTEX will prepare the technical scope of work and bid form for inclusion in a public bid package. It is assumed that the Town will provide the administrative requirements and conduct all aspects of bid announcement and advertisement. This scope of work includes one bid walk at the site to describe the project and answer questions. This scope of work also includes written response to one round of bidder questions and preparation of an addendum, if necessary. Following the submittal of proposals, VERTEX will assist the Town in

evaluating the bids and selecting a contractor. Additional support beyond those described in this task will be billed under the Senior Consulting task (Task 3).

Task 3: Senior Consulting

VERTEX will be available to provide additional senior consulting services for any additional environmental consulting work requested by the Client including, but not limited to, coordination with the current site contractor, review of building design plans, cost estimating, remedial design, site visits, additional technical report reviews other than those previously described, meetings, teleconferences and/or email communications. If requested, this work will be provided on a time & materials basis in accordance with the attached labor rates.

COST ESTIMATE SUMMARY:

Task	Description	Cost	Units	Subtotal	Type
1	VERTEX Labor	\$700	1	\$700	T&M
	Disposal Samples	\$1,000	13	\$13,000	Unit Rate
2	Contractor Bid Support	\$4,000	1	\$4,000	T&M
3	Senior Consulting	\$2,000	1	\$2,000	T&M
	Total			\$19,700.00	

Please execute this Client Authorization for The VERTEX Companies, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VERTEX.

- Subject to attached terms & conditions
 Subject to terms & conditions in our original agreement
 Subject to Master Services Agreement

The Vertex Companies, Inc.

Frank Calandra, PE, LSP

Division Manager - Remediation

DRAFT

DRAFT

Client Authorization
(Please sign and return)

By	Signature
Title	Date

PUBLIC DOCUMENTS PROVIDED TO THE BOARD OF SELECTMENT FROM OCTOBER 4, 2018 THROUGH AND INCLUDING OCTOBER 11, 2018, OTHERWISE NOT LISTED AND INCLUDED IN THE CORRESPONDENCE PACKET FOR OCTOBER 15, 2018

Items distributed to the Board of Selectmen – October 4, 2018 – October 11, 2018

None

Items distributed for information and use by the Board of Selectmen at the Meeting of October 9, 2018

1. Update of Articles and votes
2. Flyer on Sudbury-Wayland-Lincoln Domestic Violence Roundtable

Items included as part of the Agenda Packet for discussion during the October 15, 2018

1. Application by Testa Restaurant Group, LLC d/b/a Giacomo's Wayland for a retail all-alcoholic liquor license
2. 2018 Special Town Meeting Schedule, revised October 11, 2018
3. Article List for November 13, 2018 Special Town Meeting, revised October 11, 2018
4. Proposed Special Town Meeting 2018 Article Order (draft for discussion Sept./Oct. 2018)
5. Draft Town Manager Special Act and comments from town boards and committees
6. Draft letter to Jerry A. Cellucci, Senior Director of Corporate Real Estate, Raytheon Company

BOARD OF SELECTMEN
Monday, October 15, 2018
7:00 p.m.
Wayland Town Building
Selectmen's Meeting Room
41 Cochituate Road

CORRESPONDENCE

1. Correspondence from Paul Regan, Executive Director of the MBTA Advisory Board, and Marc Draisen, Executive Director of the Metropolitan Area Planning Council, to Chief Elected Officials, dated October 5, 2018, re: Municipal Elections to the Boston Region Metropolitan Planning Organization
2. Correspondence from Michael Nagle, Fiscal Officer of the Massachusetts Cultural Council, to Nanette Balmer, dated October 4, 2018, re: contract and scope of services for the transfer of FY2019 Local Cultural Council funds
3. Correspondence from Attorney Melissa P. McCarthy of KP Law to Deborah J. Patterson, Recorder of Land Court, dated October 3, 2018, re: Town of Wayland v. Sylvia R. Griggs, Trustee of Griggs Realty Trust – 17 TL 001990
4. Correspondence from Chuck Bruttomesso of Airosmith Development, Inc. to Louise Miller, dated October 2, 2018, re: Proposed Cell Tower Lease in Wayland, MA
5. Correspondence from Attorney Melissa P. McCarthy of KP Law to Marlene Ayash, Land Court Staff Attorney, dated September 26, 2018, re: Town of Wayland v. Sylvia R. Griggs, Trustee of Griggs Realty Trust – 17 TL 001990
6. Correspondence from Attorney Melissa P. McCarthy of KP Law to Marlene Ayash, Land Court Staff Attorney, dated September 20, 2018, re: Town of Wayland v. Hayes Development Corpo., et al. – 17 TL 001059