

DB-51



Bk: 60431 Pg: 111 Doc: REST  
Page: 1 of 51 11/06/2012 03:08 PM

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the 23 day of October, 2012 by TWENTY WAYLAND, LLC, a Massachusetts limited liability company and WAYLAND TOWN CENTER LLC, a Delaware limited liability company (hereinafter collectively referred to as "Declarant").

**PRELIMINARY RECITALS:**

A. Declarant is the owner of those certain parcels of land more particularly described on Exhibit B attached hereto located near the intersection of Boston Post Road (Route 20) and Old Sudbury Road (Route 27) in Wayland, Middlesex County, Massachusetts, consisting of Parcels 1, 1A, 1B, 1C, 1D, 1E, 3, 3A, 3B, 3C, 4 and 5 shown on that certain Sketch Plan revised as of June 7, 2012, prepared by RJ O'Connell & Associates, Inc. entitled "Wayland Town Center Updated Parcel 1 Delineation," attached hereto as Exhibit A;

B. By Amended and Restated Lease dated as of December 14, 2011 (the "Supermarket Lease"), Declarant leased and demised to The Stop & Shop Supermarket Company LLC certain premises containing approximately 45,000 square feet of floor area (the "Supermarket Premises") to be constructed by Declarant on the Retail Development as shown on Exhibit A, a Notice of which Supermarket Lease is to be recorded with the Middlesex Registry of Deeds contemporaneously herewith.

C. Declarant intends hereby to establish certain easements and restrictions for the benefit of the Town Center Development.

**NOW, THEREFORE**, Declarant, for itself and its successors and assigns, does hereby make and declare the Town Center Development to be subject to the following easements and covenants:

Sarah Orlov  
2 Joel's Way  
Wayland, MA 01778

dup in Ld Ct

400-440 Boston Post Rd, Wayland

## ARTICLE I. DEFINITIONS

1.1 Terms Defined. Whenever used in this Declaration, the following terms shall have the following meanings:

(a) "Abutting Highways" means Boston Post Road (Route 20) and Old Sudbury Road (Route 27), and any other road, street, avenue, highway or other public way providing public access to the Town Center Development.

(b) "Agreement" means this Declaration of Easements and Restrictions.

(c) "Common Facilities" means all portions of the Retail Development other than buildings and related building canopies, support columns, overhangs and footings and appurtenant truck loading and delivery docks. "Common Facilities" shall include, without limitation, all facilities intended for common use, including all parking areas, light poles and other lighting facilities, Entrances and Exits, roadways, access roads, service roads, ring roads, driveways, walkways, sidewalks, traffic lanes, traffic and directional signs, pylon sign(s), landscaped areas and other facilities and areas intended for common use, as the same may exist from time to time in the Retail Development.

(d) "Common Utility Facilities" means (1) all utility facilities (including laterals) in, on or servicing the Town Center Development that provide water, gas, electricity, storm and sanitary sewer service, telecommunication services, and other utilities to more than one (1) of the buildings and improvement(s) erected or to be erected within the Town Center Development in common (all of which utility facilities shall be underground except for any above-ground facilities normally associated with underground utility lines), and (2) all drainage facilities (including detention basins) located within the Town Center Development used for draining any and all surface water runoff.

(e) "Common Roadways" means Parcel 1B (Street A), Parcel 1C (Street B) and Parcel 3A (Street C).

(f) "Condemnation" or "Condemn" means (1) any taking or appropriation of all or any portion of the Retail Development pursuant to an exercise of the power of eminent domain, and (2) any conveyance in lieu of condemnation, or under threat thereof, to a grantee having the power of condemnation with respect to the property in question.

(g) "Entrances and Exits" means all roadways and driveways affording ingress and egress to and from the Retail Development and the Abutting Highways, including without limitation, the roadways and driveways comprising Parcels 1B, 1C and 3A, as shown on Exhibit A.

(h) "Floor Area" means the floor space within the Stores now or hereafter erected on the Retail Development Owners' Parcels, measured from exterior faces of exterior walls and from the center lines of party or partition walls, but excluding any attic, mezzanine or basement level floor area which is not used for sales purposes.

(i) "Municipal Building Parcel" means Parcel 4 as described on Exhibit B and shown on Exhibit A.

(j) "Occupant" means any Person legally entitled to the use and occupancy of any Floor Area within the Retail Development, pursuant to any lease or other occupancy agreement.

(k) "Owner" means the Declarant, as of the date of this Declaration, and any Person who subsequently becomes the record owner of fee simple title to any Parcel within the Town Center Development or any portion thereof.

(l) "Operator" means the Owner of Parcel 1, provided that if KGI Properties, LLC ("KGI") or an affiliate thereof no longer owns Parcel 1, but owns Parcel 1A or Parcel 1E, then so long as said KGI or an affiliate thereof continues to own Parcel 1A or Parcel 1E, the Owner of the Parcel owned by KGI or such affiliate thereof shall, at KGI's or such affiliate's option, be the Operator.

(m) "Parcel", "Parcel(s)", or "Parcel" means the Retail Development, Municipal Building Parcel, Residential Parcel and/or Town Common Parcels, as the context may require. The term "Parcel" shall not mean any residential condominium unit or apartment unit established upon any Parcel.

(n) "Permittees" means the following Person(s): (1) Occupants, and (2) the officers, directors, employees, agents, contractors, subcontractors, customers, patrons, clients, visitors, licensees and invitees of any Occupant or any "Grantee" as defined in Section 3.1 of the Agreement.

(o) "Person(s)" means individuals, partnerships, limited liability companies, associations, corporations, trusts and any other form(s) of legal entity.

(p) "Pro Rata Share" means, with respect to with respect to Parcel 1, 64%; with respect to Parcel 1A, 9.7%; with respect to Parcel 1E, 26.3%. In the event the Floor Area of the building(s) located on Parcel 1 (currently 105,600 s.f.), 1A (currently 16,000 s.f.), or 1E (currently 43,400 s.f.) shall be increased or decreased in the future from that shown on the Site Plan attached as Exhibit A, the Pro Rata Share of each Owner shall be adjusted accordingly.

(q) "Residential Parcel" means Parcel 5 as described on Exhibit B and shown on Exhibit A.

(r) "Retail Development" means Parcels 1, 1A, 1B, 1C, 1D, 1E, 3A and 3C as described on Exhibit B and shown on Exhibit A.

(s) "Retail Development Owner" shall mean each Owner of Parcel 1, Parcel 1A and Parcel 1E (or any portion thereof).

(t) "Storm Water Basin Parcels" shall mean Parcels 1D and 3C.

(u) "Supermarket Lease" means the Amended and Restated Lease dated December 14, 2011 between Declarant, as landlord, and The Stop & Shop Supermarket Company LLC, as tenant, demising the Supermarket Premises. When the phrases "for the term of the Supermarket Lease" or "during the term of the Supermarket Lease" are used in this Declaration they shall include all renewals, extensions and replacements of the Supermarket Lease.

(v) "Supermarket Premises" means the building shown on Exhibit A and designated thereon as "Stop & Shop", as such building may be altered, expanded, replaced or relocated.

(w) "Supermarket Tenant" means the holder, from time to time, of the tenant's interest in the Supermarket Lease.

(x) "Termination Date" is defined in Article XV hereof.

(y) "Town Center Development" means Parcels 1, 1A, 1B, 1C, 1D, 1E, 3, 3A, 3B, 3C, 4 and 5, as shown on Exhibit A and described on Exhibit B.

(z) "Town Common Parcels" means Parcel 3 (owned by Declarant) and Parcel 3B (owned by the Town of Wayland) as described on Exhibit B and shown on Exhibit A.

1.2 Additions, Replacements or Alterations. Any reference in any definition in Section 1.1 above to any building or improvement shall also be deemed to be a reference to any reconstruction, alteration or replacement thereof, unless the express language or context of such reference shall otherwise indicate.

## **ARTICLE II. LAND USE**

2.1 Uses. The Retail Development shall be owned, leased, used and occupied subject to the restrictions set forth on Exhibit C attached hereto and incorporated herein. In addition, the Residential Parcel, Municipal Building Parcel, and Town Common Parcels shall be owned, leased, used and occupied subject to Paragraphs 1, 2 and 3 of Exhibit C, respectively. It is the express intention of Declarant that, subject to the provisions of Exhibit C, the restrictions set forth in Exhibit C shall remain in effect for seventy-five (75) years from the date of this Declaration. If it is necessary to file or record an extension notice pursuant to Massachusetts General Laws Chapter 184, Sections 26-30 to preserve or continue the restrictions under this Section 2.1, then either the Owner of Parcel 1 or the Supermarket Tenant shall have the right to do so and the other Owners agree to execute and deliver any document prepared by the Owner of Parcel 1 or the Supermarket Tenant which effects such extension and is consistent with the terms hereof.

2.2 No Interference with Common Facilities. Except as otherwise permitted under this Declaration, no use of the Retail Development shall be made which shall interfere with the use of the Common Facilities within the Retail Development for the purposes for which they were intended as provided in this Declaration or impede the free flow or vehicular or pedestrian traffic within the Retail Development; provided, however, that the foregoing shall not be deemed to prohibit (1) "sidewalk sales" or sidewalk displays if, and only to the extent that, such sales or

displays are permitted to be conducted by any Occupant(s) of the Retail Development in accordance with the terms and provisions of such Occupant(s)' lease(s) or (2) the use of any storage areas located in the rear of any Occupant(s)' leased premises for storage trailers or storage containers if, and only to the extent that, such use is permitted under the terms and provisions of such Occupant(s)' lease(s), it being agreed, however, that no such sidewalk sales, sidewalk displays, storage trailers, or storage containers shall materially block or obstruct the free flow of vehicular and pedestrian traffic within the Retail Development.

### **ARTICLE III. GRANT OF EASEMENTS**

#### **3.1 Definitions. For purposes of this Article III:**

(a) An Owner granting an easement is referred to as the "Grantor" thereof, it being intended that the grant shall thereby bind and include not only such Owner, but also such Owner's heirs, executors, personal representative, successors and assigns;

(b) An Owner to which an easement is granted is referred to as the "Grantee" thereof, it being intended that the grant shall thereby benefit and include not only such Owner, but also such Owner's heirs, executors, personal representatives, successors and assigns;

(c) The Word "in" with respect to an easement granted "in" a particular Parcel shall be deemed to mean, as the context may require, in, to, on, over, through, upon, across, and/or under such Parcel;

(d) The grant of a particular easement by a Grantor shall bind and burden its respective Parcel which shall, for purposes of this Article III, be deemed to be the servient tenement;

(e) The grant of a particular easement to a Grantee shall benefit its respective Parcel which shall, for purposes of this Article III, be deemed to be the dominant tenement;

(f) All easements granted in this Article III shall exist by virtue of this Declaration, without the necessity of confirmation by any other document, and upon the extinguishment, expiration or termination of any easement, in whole or in part, or its release with respect to all or any portion of any Parcel pursuant to the terms of this Declaration, the same shall be extinguished or release or be deemed to have expired or terminated without the necessity of confirmation by any other document. However, each Owner will, as to any easement, at the request of the other Owner, upon the submission by the other Owner of an appropriate document in form and substance reasonably acceptable to the other Owner, execute and acknowledge such document to evidence the existence, or the extinguishments, expiration or termination (in whole or in part), or the release of all or any portion of any Parcel, as the case may be, of any easement; and

(g) Unless expressly limited in this Declaration, all easements hereby granted are irrevocable and non-exclusive and shall have the duration specified in this Declaration.

### 3.2 Easements for Use of Common Facilities

(a) Each Retail Development Owner grants to the other Retail Development Owners non-exclusive easements to use the Common Facilities on the respective Parcel of the Grantor for the parking and passage of passenger motor vehicles (and trucks, so long as there is no unreasonable interference with customer and employee parking), and passage by pedestrians; and

(b) Each Owner of a Parcel within the Town Center Development grants to the other Owners non-exclusive easements to use all roadways, access roads, service roads, ring roads and driveways in the Common Facilities and the Entrances and Exits to provide passage by motor vehicles (passenger and truck) and pedestrians between each Parcel and between the Abutting Highways and the various portions of each Parcel.

(c) The easements provided in this Section 3.2 shall be for the use of the Grantee thereof, all Occupants holding under such Grantee, and all Permittees of such Grantee and such Occupants, in common with the Grantor, Occupants holding under the Grantor and all Permittees of such Grantor and such Occupants.

(d) The easements provided in this Section 3.2 shall be perpetual.

### 3.3 Easements to Perform Right of Self-Help

(a) Each Owner grants to the other Owners, and such Owners' employees, agents and contractors, easements to enter upon the Parcel of the Grantor for the purpose of performing any obligation which the Grantor is required under this Declaration to perform on the Grantor's Parcel, but which the Grantor fails or refuses to perform and which the Grantee has the right then to perform under the terms and provisions of Article XII of this Declaration; provided, however, that (i) a Grantee shall not have the right to enter into any building containing Floor Area; and (ii) in exercising such easements, the Grantee shall use reasonable efforts to minimize any interference with or interruption of business conducted on the Grantor's Parcel.

(b) The easements provided in this Section 3.3 shall be perpetual.

### 3.4 Easements for Common Utility Facilities and Other Underground Utility Facilities

(a) Each Owner grants to the other Owners the following non-exclusive easements in its respective Parcel for Common Utility Facilities and other underground utility facilities (the term "lines", as used in this Section 3.4 shall mean lines, pipes, conduits, wires, cables, and/or any other means of providing utility services, as the context may require):

(1) Easements in the Parcel of the Grantor for all lines comprising the Common Utility Facilities, for the purpose of installing, using, operation, maintaining, repairing, relocating, replacing or enlarging any of the Common Utility Facilities, subject to the provisions of Section 3.4(c) below;

(2) Easements in the Parcel of the Grantor for the purpose of installing lines to connect any and all of the lines comprising the Common Utility Facilities with any facility or facilities on the Parcel of the Grantee to the extent that such installation and connection on the Parcel of the Grantor is reasonable necessary to properly service such facility or facilities on the Parcel of the Grantee and will not adversely affect the Grantor's use of such facility or facilities, and after any such initial installation and connection, easements for the purpose of using, operating, maintaining, repairing, relocating, replacing or enlarging any or all such lines, subject to the provisions of Section 3.4(c) below.

(b) For the purpose of exercising the rights granted in Section 3.4(a) above, Grantee, and its respective employees, agents and contractors, shall have the right to enter upon and use the Parcel of Grantor to such extent and as long as reasonably necessary to accomplish such purposes, subject to the provisions of Section 3.4(c) below.

(c) The rights of any Grantee under Sections 3.4(a) and/or (b) above shall be subject to the following conditions and requirements:

(1) The exact location of all such easements under this Section 3.4 shall be subject to the prior written approval of the Owner of the Parcel in which the same is located or is to be located, which approval shall not be unreasonably withheld or conditioned and which shall otherwise be governed by the procedures set forth in Section 16.11 of this Declaration. If requested by any utility company or an Owner, the Owner of the Parcel affected thereby shall join in the execution of the agreement, in recordable form, granting such easement and/or appropriately identifying the type and location of such utility facility and easement;

(2) Not less than thirty (30) days prior written notice shall be given to the Grantor that the Grantee anticipates doing work authorized under Sections 3.4(a) and/or (b) above, together with notification of the proposed area of such work, and the anticipated starting date and completion date of such work; but if the work involved is emergency repair work, only such advance notice, written or oral, as is reasonably practicable need be given;

(3) All work authorized under Sections 3.4(a) and/or (b) above shall not interfere with or diminish any utility service to the Grantor, shall not reduce or unreasonably impair the usefulness or function of such utility service, and shall be performed without cost or expense to the Grantor;

(4) After such work, the lines in question shall be underground and not beneath or unreasonably close to any Floor Area on the Grantor's Parcel; and

(5) After the completion of such work, the Grantee shall, at its own cost and expense, promptly restore the portion of the Grantor's Parcel used in connection with such work, and the improvements (if any) of the Grantor used in connection with such work, to as good a condition as the same were in immediately prior to the commencement of such work.

(d) A Grantor shall have the right to relocate any lines located on its Parcel pursuant to an easement granted by this Section 3.4 if reasonably deemed by the Grantor to be necessary for the enjoyment of this Parcel and if the Grantor complies with the conditions in Section 3.4(c) above, except that for this purpose "Grantor" shall be deemed to be substituted for

"Grantee" and vice versa for purposes of this Section 3.4; provided, however, that no such relocation shall occur between November 1 and January 1 except in the case of an emergency. Notwithstanding such relocation, the costs of maintenance and repair of such relocated line(s) shall be the obligation of the Grantee; provided, however, that if there shall be any material increase in such costs as a result of any such relocation, the Grantor shall pay such increase in such costs.

(e) The easements provided in this Section 3.4 shall be perpetual.

### 3.5 Easements for Storm Water Retention.

(a) The Owner of the Residential Parcel grants to the Owners of the Retail Development an easement to drain storm water from the Retail Development into a catch basin located on the Residential Parcel as shown on Exhibit A attached hereto. The Owners of the Storm Water Basin Parcels grant to the other Owners an easement to drain storm water into the storm water basins located within the Storm Water Basin Parcels.

(b) The easements provided in this Section 3.5 shall be perpetual.

## ARTICLE IV. COMMON FACILITIES

4.1 Construction of Common Facilities. All improvements within the Common Facilities shall be constructed in accordance with all applicable governmental laws, rules, regulations and requirements.

4.2 Common Roadway Layout. There shall be no change in the layout or pattern of traffic flow of the Common Roadways as depicted on Exhibit A without the prior written consent of the Owners of Parcels 1, 1A and 1E.

4.3 Use of Common Facilities During Construction and for Maintenance and Repair. Any use of the Common Facilities within the Retail Development for ingress and egress of vehicles transporting construction materials, equipment, and personnel employed in connection with any construction, maintenance or repair work and temporary storage of material and vehicles being utilized in connection with such work shall be subject to the following terms and provisions (for purposes hereof, the Owner exercising the rights granted under this Section 4.3 shall be referred to as the "Constructing Owner"):

(a) In the event such construction, maintenance or repair work requires the Constructing Owner to enter upon the Parcel of another Owner, the Constructing Owner shall first obtain the consent of the other Owner as to the methods and time of such entry.

(b) The construction, maintenance or repair work performed by the Constructing Owner shall not result in damage or injury to the buildings or other improvements of the other Owner, and shall not interfere with or interrupt the business operations conducted on the other Owners' Parcels.

(c) The Constructing Owner shall promptly repair and restore any and all improvements on the other Owners' Parcels which have been damaged or destroyed in the



exercise of such rights, and the Constructing Owner shall indemnify, defend and hold the other Owner harmless from and against all losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in connection with or arising out of the Constructing Owner's exercise of its rights under this Section 4.3.

4.4 Barriers and Traffic Control. Except as otherwise allowed by the provisions of this Declaration, no walls, fences, or barriers of any sort or kind shall be constructed or maintained in the Common Facilities of the Retail Development, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted under Article III of this Declaration or free access and movement of pedestrian and vehicular traffic between the Retail Development Parcels; provided, however, that the foregoing shall be subject to the provisions of Section 2.2 of this Declaration.

4.5 Easement for Minor Encroachments. Each Owner hereby grants to the other Owner the non-exclusive right to install, maintain and repair such improvements comprising minor encroachments as are shown on the final "as-built" plans of any building or improvement.

#### **ARTICLE V. REPAIRS, MAINTENANCE, MANAGEMENT AND OPERATION OF COMMON FACILITIES; LIABILITY INSURANCE**

##### **5.1 Repairs and Maintenance.**

(a) Except as set forth in Section 5.2, each Owner shall operate, manage, maintain, repair and replace (if reasonably necessary), or cause to be operated, managed, maintained, repaired and replaced (if necessary), the Common Facilities and Common Utility Facilities on its Parcel in good condition and repair and in compliance with all applicable governmental laws, rules and regulations. Such covenant to maintain and repair such Common Facilities and Common Utility Facilities in good condition and repair shall include, without limitation, the following obligations:

(1) Maintaining, repairing and replacing (if necessary) the parking areas, roadways, access roads, service roads, ring roads, driveways, walkways, sidewalks and traffic lanes comprising the Common Facilities in a level, smooth and evenly covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

(2) Maintaining, repairing and replacing (if necessary) adequate marking, striping and directional signing of all parking areas;

(3) Maintaining, repairing and replacing (if necessary) any perimeter walls and retaining walls in a good condition and state of repair;

(4) Maintaining all landscaped and seeded areas, including such repair and replacement of shrubs, plantings, grass and other landscaping as is necessary, and keeping such areas at all times adequately mowed, weeded, fertilized and watered;

(5) Maintenance, repair and replacement (if necessary) of all Common Facilities electrical and other utility equipment and facilities so that the same are at all times in good operating condition, including without limitation lighting in the Common Facilities and

electric light replacements, and administration of any governmental requirements concerning the stormwater management system;

(6) Furnishing all required electrical, water and other utility services for the Common Facilities (but not for any buildings);

(7) Snow removal and other winter maintenance, when and if necessary, and sweeping and removal of rubbish and debris as is reasonably necessary;

(8) Maintenance, repair and replacement of the pylon sign(s) located on the Retail Development Parcels (but not the Occupant panel signs thereon);

(9) Provision of security services if determined by the Owners to be necessary or desirable; and

(10) Maintaining the general liability insurance coverage required under Section 5.3 hereof.

(b) Common Area Lighting. Except as set forth in Section 5.2, each Retail Development Owner shall keep lit all Common Facilities located on its Parcel when any of the businesses occupying the building(s) within its Parcel are open for business and for reasonable periods before and after such business hours.

5.2 Shared Maintenance. The Operator (subject to the provisions of Section 5.4) shall maintain, insure, repair and replace, as and when necessary or required, (i) the portion of the Common Facilities located within Parcels 1B, 1C, 1D, 3A and 3C and the Town Common Parcels (the "Shared Maintenance Areas"), and (ii) the Common Utility Facilities located within the Retail Development and Town Common Parcels (the "Shared Common Utility Facilities"), and shall perform normal clean out and maintenance of the storm water catch basin located on the Residential Parcel (as identified on Exhibit A). Maintenance of the Common Facilities of the Town Common Parcels shall include: electricity for lighting at a level sufficient to provide for the security of those who frequent said Parcel after dark, but not for any level of lighting beyond that reasonably required for security purposes, replacement of burnt-out bulbs that provide said security lighting, emptying of trash and refuse receptacles, removing snow and ice from sidewalks and other walkways therein, repairs to said sidewalks and other walkways, and mowing and general upkeep of lawn areas therein.

5.3 Liability Insurance. Each Retail Development Owner shall maintain, or cause to be maintained, commercial general liability insurance against claims of bodily or personal injury and death and property damage occasioned by accident or other event occurring in or upon the Common Facilities located on such Owner's Parcel or resulting from a condition existing upon or arising from the Common Facilities located on such Owner's Parcel. The limits of liability under such insurance shall not be less than \$3,000,000.00 (combined single limit) for any occurrence of bodily injury and property damage, and shall include contractual liability endorsements. All insurance required to be maintained pursuant to this Section 5.3 shall be effected under valid and enforceable policies of insurance issued by insurers of recognized responsibility licensed to do business in the Commonwealth of Massachusetts and shall to the extent obtainable, contain an agreement by such insurers to give at least twenty (20) days prior written notice to the Owner in

the event of cancellation or change in the coverage or amount of insurance so provided. Each Owner, upon request, shall deliver to the other Owner a certificate of insurance evidencing that the policies of insurance required by this Section 5.3 are in effect.

5.4 Each Retail Development Owner shall be responsible for its Pro Rata Share of all costs and expenses paid or incurred by the Operator in performing its obligations under Section 5.2 with respect to the Shared Maintenance Areas, Shared Common Utility Facilities and storm water catch basin (the "Shared Maintenance Costs") for each calendar year, provided that the cost of any replacement to the Shared Maintenance Areas or Shared Common Utility Facilities shall be included in said costs by amortizing the cost of such replacement over the useful life of the replacement (using a straight line amortization) and including the yearly amortization in the yearly costs to be shared by the Owners until such cost shall be fully amortized, it being understood and agreed that Shared Maintenance Costs shall exclude: (i) the cost of any replacement which is the same as any replacement included in such Shared Maintenance Costs during the preceding ten (10) years, and (ii) the cost of any replacements for which proceeds are recovered out of insurance maintained or required to be maintained under this Declaration, or which shall otherwise be paid for by any third party, in each case to the extent of such recovery or payment, as the case may be, and (iii) the cost of any replacements necessitated by faulty or defective construction, workmanship or materials, or by the acts or negligence of the Operator or any of its employees, agents or contractors, or by any default by the Operator under this Declaration. Shared Maintenance Costs shall include an administration fee equal to seven percent (7%) of the Shared Maintenance Costs (with the exception of bills for utilities and insurance premiums) for each calendar year.

Each Retail Development Owner's Pro Rata Share of Shared Maintenance Costs shall be paid in equal estimated monthly installments based on such charges for the immediately preceding calendar year. (During the first year hereunder, the payments shall be \$.35 per square foot of Floor Area contained in the buildings located on each Parcel divided by 12.) Not later than one hundred twenty (120) days after the end of each calendar year, the Operator shall submit to each Retail Development Owner a bill for the actual amount to be paid by such Retail Development Owner as its Pro Rata Share of Shared Maintenance Costs, setting forth in reasonable detail the items and amounts by category, and upon written request, all invoices and other evidence substantiating such costs. If any Retail Development Owner has underpaid its contributions for such year, it shall pay to the Operator its appropriate increased contribution within thirty (30) days after receipt of such bill (and if requested, such invoices and other confirmatory materials), and thereafter adjust its monthly contribution amount accordingly. If any Retail Development Owner has overpaid its contribution for such year, such overpayment shall be credited to such Retail Owner's monthly payments until such credits have been fully realized.

5.5 The Operator shall keep, for at least three (3) years, complete and accurate books and records with respect to all of the Shared Maintenance Costs for such period, and each Retail Development Owner (and while the Supermarket Lease remains in effect, the Supermarket Tenant), shall have the right at any time during such period to have such books and records audited and/or inspected. In the event that such audit or inspection fairly discloses that any Retail Development Owner or the Supermarket Tenant paid an amount in excess of its proper

contribution, the Operator shall refund to such Retail Development Owner (or the Supermarket Tenant) the excess promptly on demand.

## **ARTICLE VI. BUILDING DESIGN AND CONSTRUCTION; MAINTENANCE, REPAIR AND INSURANCE OF BUILDINGS**

### **6.1 Building Design and Construction.**

(a) **General Requirements.** All construction, alteration, and repair work performed on any Retail Development Parcel shall be accomplished in an expeditious manner, in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction. The Owner or other Person undertaking such work shall take all necessary measures to minimize any disruption or inconvenience caused by such work. Such work shall be accomplished in such a manner as to minimize any damage or adverse effect which might be caused by such work to any other Occupant or Person or to the Retail Development Parcel on which such work is being done or any other Retail Development Parcel. The Owner or other Person undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall promptly restore, upon completion of such work, the affected portion of the Retail Development Parcel(s) upon which such work is performed to its condition which existed prior to the beginning of such work. In addition, the Owner or other Person undertaking such work shall promptly pay all costs and expenses associated therewith and shall indemnify and hold all other Owners and other Persons harmless from all damages, losses, or claims, including reasonable attorneys fees, attributable to the performance of such work.

(b) **Location of Buildings.** No buildings shall be constructed within Parcels 1B, 1C, 1D, 3A, or 3C as shown on Exhibit A.

**6.2 Maintenance of Buildings.** Each Retail Development Owner shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, all building(s) and other improvement(s) (including, but not limited to, all loading docks, truck facilities and compactor areas) located on its respective Parcel.

### **6.3 Insurance on Buildings; Restoration.**

(a) Each Retail Development Owner agrees to keep, or cause to be kept, all building(s) and other improvement(s) on its Parcel insured against loss or damage by fire and such other risks as are from time to time included in "special form coverage" endorsements available in the Commonwealth of Massachusetts in amounts sufficient to restore the same to their condition immediately prior to such fire or other casualty or replace them with building(s) and improvement(s) or comparable size and of at least the quality thereof as originally designed.

(b) To the extent required under the terms of any mortgage and/or lease affecting all or any portion of the Retail Development, the Owner or Owners shall promptly rebuild and restore, or cause to be rebuilt and restored, all building(s) and improvement(s) on their respective Parcel(s) destroyed or damaged by fire or other casualty on such Parcel(s).

(c) If any Owner shall not be required to, and shall elect not to, rebuild and restore all or any portion of any building(s) or other improvement(s) on its Parcel destroyed or damaged by fire or other casualty, or if an Owner shall not restore the same or complete such restoration, such Owner shall, nevertheless, cause (1) the portion(s) of such building(s) or other improvement(s) not so rebuilt and restored to be demolished and removed in its entirety and (2) the area previously occupied by such building(s) or other improvement(s) to be paved or landscaped so as to eliminate any unsightly condition.

6.4 Covenant to Pay. Each Retail Development Owner respectively covenants to pay, or cause to be paid, all insurance costs and expenses incurred by such Owner in connection with such Owner's obligations under Section 6.3(a) above.

6.5 Liability for Insurance Costs. All insurance costs and expenses incurred by Retail Development Owner in connection with such Owner's obligations under Section 6.3(a) above shall be the sole responsibility of such Owner.

## **ARTICLE VII. RELEASE OF LIABILITY AND WAIVER OF SUBROGATION**

7.1 Release of Liability and Mutual Waiver of Subrogation. Each Retail Development Owner (the "releasing party") hereby releases the other Retail Development Owners (the "released party") from any liability which the released party would, but for this Section, have had to the releasing party during the term of this Declaration resulting from the occurrence of any event against which the releasing party insures or is required to insure against pursuant to this Declaration, which event may have resulted in whole or in part from any act or neglect of the released party, its servants, agents or employees, and each releasing party will also release from all such liability any Occupant or other Person holding under the respective released party from any such liability to it, as if such Occupant or Person were expressly a party to this Declaration with the releasing party. In addition each Retail Development Owner shall procure an appropriate clause in, or endorsement to, any policy of property and casualty insurance covering its Parcel and personal property, fixtures and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation and consent to a waiver of recovery.

## **ARTICLE VIII. EXCULPATION**

8.1 Exculpation Clause. No Owner, and no member, partner, shareholder, director, officer, fiduciary, or disclosed or undisclosed principal of any Owner (all of whom in this Section 8.1, are collectively called "the Exculpated Owner"), shall be under any personal liability with respect to any of the provisions of this Declaration, and if either Owner is in breach or default with respect to such Owner's obligations under this Declaration or otherwise, the other Owner shall look solely to the equity of the Exculpated Owner in its respective Parcel (including the rents and proceeds therefrom) for the satisfaction of any monetary obligations of such Exculpated Owner, and it is expressly understood and agreed that each Exculpated Owner's liability hereunder for monetary obligations shall in no event exceed the amount of such Exculpated Owner's equity interest in its respective Parcel.

## **ARTICLE IX. REAL ESTATE TAXES, WATER AND SEWER RENTS AND OTHER CHARGES**

9.1 Covenant to Pay. Except as provided in Section 9.2 hereof with respect to the Common Roadways, each Retail Development Owner respectively covenants to pay, or cause to be paid, before any penalty may be added thereto for the non-payment thereof, all real estate taxes and assessments on such Owner's respective Parcel, all water and sewer rents thereon, all assessments hereafter made by governmental authorities for improvements, and all other valid municipal or governmental liens, assessments, impositions, or other charges for the nonpayment of which a lien could be imposed upon its Parcel (all of the foregoing are referred to herein as a "Tax").

### **9.2 Common Roadway and Retention Area Taxes.**

(a) The Operator shall be responsible for the payment when due of the real estate taxes levied or assessed against the Common Roadways and the real estate taxes assessed against the Storm Water Basin Parcels (collectively, the "Shared Taxes"). The Operator shall use reasonable efforts to have the Parcels comprising the Common Roadways and the Storm Water Basin Parcels separately assessed. In the absence of a separate assessment, the real estate taxes attributable to the Common Roadways and/or the Storm Water Basin Parcels, as the case may be, shall be as stated in writing by the taxing authority, or (if a written statement is not available) as determined by the agreement of the Retail Development Owners, or (failing such agreement) by an appraiser acceptable to the Retail Development Owners and the Supermarket Tenant.

(b) Each of the Retail Development Owners shall pay its Pro Rata Share of the Shared Taxes not later than (i) the thirtieth (30th) day after such Owner receives the Operator's bill therefor, together with a copy of each real estate tax bill for the applicable tax year and a copy of the Operator's computation establishing any amounts payable by the Retail Development Owners under this Article for the tax year in question, or (ii) the thirtieth (30th) day prior to the last day on which the real estate taxes may be paid without being delinquent, whichever is later. Within ten (10) days after receipt of a written request therefor from any Retail Development Owner, the Operator shall furnish such Owner with such substantiating evidence in support of that computation as such Owner may reasonably require.

9.3 Right to Contest or Appeal. Each Retail Development Owner, respectively, shall have the right to contest the validity of the amount of any Tax levied against its Parcel by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such Tax, pay the same under protest, or take such other steps as it may deem appropriate; provided, however, such Owner shall take no action to defer payment beyond such period as shall cause or allow the institution of any foreclosure proceedings or similar action against its Parcel. The Operator shall have the right to contest the validity of the amount of any Tax levied against the Common Roadways and/or Storm Water Basin Parcels by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such Tax, pay the same under protest, or take such other steps as it may deem appropriate; provided, however, such Operator shall take no action to defer payment beyond such period as shall cause or allow

the institution of any foreclosure proceedings or similar action against any Parcel comprising the Common Roadways or the Storm Water Basin Parcels.

#### **ARTICLE X. SIGNS; RETAIL DEVELOPMENT NAME**

10.1 Permitted Signs. The following signs shall be permitted within the Retail Development:

(a) Directional signs in the parking areas and driving lanes of the Common Facilities;

(b) Exterior building identification signs for Occupants of the Retail Development that comply with the terms of such Occupants' leases including, but not limited to, exterior signage provisions of such Occupants' leases, and with applicable local signage ordinances, rules and regulations;

(c) "Coming Soon" signs which advertise the upcoming opening of any Occupant's premises for business within the Retail Parcels if, and only to the extent that, such signs are permitted under the terms of such Occupant's lease; and

(d) Declarant shall erect two (2) monument signs (the "*Town Center Development Monument Signs*") at the locations shown therefor on Exhibit A hereto. The size, layout and content of such Town Center Development Monument Signs shall be as permitted by the governmental approvals issued therefor. Each of the Town Center Monument Signs shall contain the name of the Retail Development at the highest permitted sign location thereon and the name of the residential development located upon the Residential Parcel at the next highest permitted sign location thereon. Beneath said names, only Occupants of the Retail Development shall have the right to erect identification panels on the Town Center Development Monument Signs. The Supermarket Tenant shall have the right to erect a two-sided identification sign panel on each of the Town Center Development Monument Signs at the highest location and of the largest size of any occupant's identification panel thereon; provided, however, that if the governmental approvals issued for such signs only permit the installation of identification panels on one of the Town Center Development Monument Signs, then neither the Supermarket Tenant nor any other occupant of the shopping center located on the Retail Development may erect identification panels on the other Town Center Development Monument Sign.

(e) Each exterior identification sign located in the Retail Development and which identifies a single Occupant thereof shall be maintained in good condition and repair by the Occupant identified on such building identification sign.

10.2 Shopping Center Name. Unless the Owners shall otherwise agree, the name of the shopping center constructed upon the Retail Development shall be "Wayland Town Center", which name shall be the only name by which such shopping center shall be identified by any Owner or Occupant of the Retail Development.

## ARTICLE XI. CONDEMNATION

11.1 Restoration. If any portion of a Parcel in the Retail Development is taken by Condemnation, this Declaration shall not be affected thereby, except that the portion of such Parcel so taken shall be relieved and released from the terms of this Declaration, and the Owner whose Parcel was subject to such Condemnation shall apply the proceeds of the Condemnation award attributable thereto to the restoration of the remaining portion of its Parcel to as near a condition as possible as existed prior to the Condemnation.

11.2 Awards. The provisions of this Article XI are intended to establish the rights of the Retail Development Owners hereto between themselves in the event of a Condemnation and such provisions shall not limit, affect or prejudice the claims which may be asserted by either of them against the Condemnor. Any Condemnation award in respect of a Condemnation, whether before or after the Termination Date set forth in Article XV, shall as between the Owners, belong to the owner(s) of the Parcel(s) affected by such Condemnation or to any mortgagee or Occupant holding under such owner(s), as their respective interests may appear; provided, however, that each Owner that enjoys any easement, right or interest created by this Declaration in the Parcel of the other Owner shall be entitled to make a separate claim against the Condemnor for the value attributable to any such easement, right or interest to the extent that such easement, right or interest no longer burdens the Parcel so Condemned.

## ARTICLE XII SELF-HELP AND OTHER REMEDIES

12.1 Rights of Self-Help. If any Owner (hereinafter the "Defaulting Owner") fails to perform any of the provisions, covenants or conditions of this Declaration on its part to be performed (including, without limitation, the making of any payment which the Defaulting Owner has agreed to make, including the payment of any Tax) at the time and in the manner provided in this Declaration for the performance thereof, then the other Owner(s) and/or its successors and assigns, and/or such other Owners' mortgagee(s) (hereinafter the "Non-Defaulting Owner") may give to the Defaulting Owner a notice (the "Default Notice") specifying the alleged default. Upon receipt of the Default Notice, the Defaulting Owner shall remedy the default within ten (10) business days in the case of the failure to pay money when due, or within twenty (20) days otherwise (or in the case of a default which, by its nature, cannot be remedied within such twenty (20) day period, the Defaulting Owner shall start promptly to remedy the default, and thereafter shall diligently prosecute such remedy to completion). A Defaulting Owner shall be in default ("Default") under this Declaration if, and only if, it shall fail to effect such remedial action within the time provided under the preceding sentence. If a Defaulting Owner is in Default under this Declaration, the Non-Defaulting Owner(s), and/or its successors and assigns and/or mortgagee(s), may proceed to make such payment or take such action as shall be necessary to remedy the Default for the account of the Defaulting Owner. Thereafter, on demand, the Defaulting Owner shall reimburse the Non-Defaulting Owner(s) and/or its successors and assigns or mortgagee(s) (as the case may be) for the expenses (including reasonable attorneys' fees) incurred by the Non-Defaulting Owner(s) and/or its successors, assigns, or mortgagee(s) in making such payment or taking such action, together with all penalties, interest or other sums reasonably required to be paid by the Non-Defaulting Owner(s), if any, arising from such Default, with interest at the Prime Rate then prevailing (as published in



The Wall Street Journal or its successor publication) plus five percent (5%), or the highest rate permitted by law, whichever is lower, from the date of expenditure to the date of reimbursement by the Defaulting Owner.

12.2 Injunctive Relief. In the event of any violation or threatened violation by any Owner of any of the terms, covenants, restrictions and conditions contained in this Declaration, then in addition to the other rights and remedies provided in this Declaration, any other Owner shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction.

12.3 No Termination for Breach. No breach of this Declaration shall entitle any Retail Development Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which any Retail Development Owner may have by reason of any breach of this Declaration.

12.4 Other Remedies. Subject to Section 12.3, if any Owner is in Default under this Declaration (as defined in Section 12.1 above), any other Owner may institute legal action against the Defaulting Owner for specific performance, declaratory relief, damages or other suitable legal or equitable remedy. In addition to the recovery of damages and any sums expended on behalf of the Defaulting Owner, the prevailing party in such action shall be entitled to receive from the other Owner its reasonable attorneys' fees and costs and disbursements incurred by the prevailing party in any such action (including any appeal thereof). Subject to Section 12.3 above, the remedies provided in this Article 12 and the enforcement thereof shall be in addition to and not in substitution for any other rights and remedies which the Retail Development Owners may have under this Declaration or at law or in equity.

### ARTICLE XIII. NOTICES

13.1 Place and Manner of Notice. Every notice, demand, request, or other communication which any Owner is required or desires to give to the other Owner, shall be in writing and shall be given by a recognized overnight courier requiring the addressee to acknowledge receipt, addressed as follows:

If to Declarant:	Twenty Wayland, LLC c/o KGI Properties, LLC 10 Memorial Boulevard, Suite 901 Providence, RI 02903
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If to Supermarket Tenant:	The Stop & Shop Supermarket Company LLC 1385 Hancock Street Quincy, MA 02169 Attn: Senior Vice President/Real Estate
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or such other address or addresses as the respective Owners or Supermarket Tenant shall at any time, or from time to time, hereafter designate by written notice to the other Owner.

13.2 When Effective. Every notice, demand, request, or other communication sent in the manner required under Section 13.1 above shall be deemed to have been given upon receipt by the party to whom addressed.

#### **ARTICLE XIV. MORTGAGES SUBORDINATE TO AGREEMENT**

14.1 Future Mortgages. Any mortgage hereafter made which affects all or any portion of any Parcel shall at all times be subject and subordinate to the terms of this Declaration and any Person foreclosing any such mortgage or acquiring title by reason of a deed in lieu of foreclosure shall acquire title to the premises affected thereby subject to all of the terms of this Declaration.

14.2 Existing Mortgages or Other Rights. Each Retail Development Owner shall make good faith efforts to obtain any agreements, consents, waivers or other instruments (if any) that may be required from any existing mortgagee(s), existing Occupant(s) and any other party (if any) having superior rights that might interfere with or take priority over this Declaration.

#### **ARTICLE XV. TERM OF AGREEMENT; TERMINATION DATE**

15.1 Effective Date. This Declaration shall be effective as of the date of recording of this Declaration in the Middlesex South District Registry of Deeds and filing of this Declaration with the Middlesex South Registry District of the Land Court and shall continue until the Termination Date set forth in Section 15.2 below.

15.2 Termination. In the event no portion of the Retail Development Parcels are used as a retail and/or commercial shopping center or other related uses contemplated hereby for a continuous period of five (5) years, then except for the easements set forth in Sections 3.2 and 3.4, this Declaration shall terminate and be of no further force or effect.

#### **ARTICLE XVI. MISCELLANEOUS**

16.1 No Waiver. No waiver of any Default (as defined in Section 12.1 hereof) by any Owner shall be implied from any omission by any other Owner to take any action in respect to such default if such Default continues or is repeated. One or more waivers of any Default in the performance of any term, provision or covenant of this Declaration shall not be deemed to be a waiver of any subsequent Default in the performance of the same term, provision or covenant, or any other term, provision or covenant of this Declaration.

16.2 No Relationship of Principal and Agent. Neither anything contained in this Declaration nor any act of the Owners shall be deemed or construed by any Owner or by any third person to create the relationship of principal and agent, of partnership, of joint venture, or of any association between the Owners hereto, nor shall anything contained in this Declaration or any act of the Owners be construed to render either of the Owners liable for the debts or obligations of the other Owner or Owners.

16.3 Captions. The captions of the sections of this Declaration are for convenience only and shall not be considered or referred to in resolving any questions of interpretation and construction of this Declaration.

16.4 Governing Law. This Declaration shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts.

16.5 Amendment. This Declaration may not be altered, modified, amended, renewed, extended or terminated unless by an instrument in writing duly executed and acknowledged by all Retail Development Owners then bound by this Declaration, and consented to in writing by all holders of each mortgage then encumbering the Retail Development. Any such written instrument shall be promptly recorded in the Middlesex South District Registry of Deeds and filed with the Middlesex South Registry District of the Land Court.

16.6 Counterparts. Several copies of this Declaration may be signed and each shall be deemed an original.

16.7 Severability. If any provision of this Declaration or any portion of such provision, or the application thereof to any Person or circumstances shall, to any extent, be illegal or invalid or be held by any court of competent jurisdiction to be illegal, invalid, inoperative or unenforceable, the remainder of this Declaration, or the application of such provision, or portion thereof, to any other Persons or circumstances shall not be affected thereby and the remainder of this Declaration shall be given effect as if such illegal, invalid, inoperative or unenforceable provision or portion thereof has not been included in this Declaration. Such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any Person or circumstances, shall not be given effect, but it shall not be deemed that any such illegal, invalid inoperative or unenforceable provision affects the consideration for this Declaration, and each and every other provision of this Declaration shall remain in full force and effect and be valid and enforceable to the fullest extent permitted by law.

16.8 Estoppel Certificates. At any time, and from time to time (but not more often than twice in any calendar year), within thirty (30) days after notice, or whenever required by the holder of any actual or proposed mortgage or ground lease affecting or intended to affect any portion of the Retail Development or by any actual or proposed purchaser, transferee, assignee or Occupant of any portion of the Retail Development, all Owners who are the then owners of all Parcels comprising the Retail Development shall each execute and deliver to such mortgagee, ground lessee, purchaser, transferee, assignee or Occupant a statement certifying that this Declaration is unmodified and in full force and effect, or if there have been modifications, that it is in full force and effect as modified in the manner specified in such statement, and that to the knowledge of such Owners there exists no default under this Declaration or circumstances which with the passage of time would result in the existence of such a default, other than as specified in such statement.

16.9 Mechanic's Liens. If because of any act or omission (or alleged act or omission) of a Retail Development Owner and/or its employees, agents, contractors or subcontractors (such Owner is hereinafter called the "Responsible Owner") any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against the Parcel or another Retail Development Owner, the Responsible Owner shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after notice to the Responsible Owner of the filing thereof and the Responsible Owner shall indemnify and save harmless the other Owner or Owners from and against all costs, liabilities, expenses, suits,

penalties, claims and demands (including actual attorneys' fees and costs incurred) resulting therefrom. If the Responsible Owner fails to comply with the foregoing provisions, the other Owner or Owners shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and the Responsible Owner shall reimburse the other Owner or Owners for all costs, expenses and other sums of money expended in connection therewith.

16.10 Force Majeure. A Retail Development Owner shall be excused from performing any obligation of such Owner under this Declaration (except for any obligation to pay money), if and for so long as the performance of such obligation is prevented or delayed by power failure, acts of God, war, governmental restrictions, civil commotion, or fire and other casualty.

16.11 Consents and Approvals. Upon receipt by any Owner of a request for such Owner's consent or approval of any matter or thing for which such Owner's consent or approval is required under this Declaration, such Owner shall, within fifteen (15) days after receipt of such request for consent or approval, notify in writing the Person making such request of such Owner's consent to or approval of such request or of such Owner's objections thereto (such objections to be specifically stated). If such Owner so objects to such request, such Person may within fifteen (15) days thereafter resubmit its request for consent or approval. Such Owner shall then have an additional fifteen (15) days after receipt of such revised request to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute consent to or approval of such request by such Owner, but only if such request specifically refers to this Section 16.11.

16.12 No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Town Center Development to or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Declaration shall be strictly limited to the purposes expressed in this Declaration. The Owners shall have the right from time to time to close all or any portion of the Town Center Development to such extent as may be necessary to prevent a dedication thereof to the public or the accrual of any rights in any Person not expressly granted rights hereunder.

16.13 Covenants Run With The Land.

(a) It is agreed that the covenants, agreements and promises of the Owners set forth in this Declaration shall be construed as both covenants and conditions, and shall run with the land and benefit and bind the Owners (subject to the provisions of the exculpation clause set forth in Section 8.1 of this Declaration) of the Parcels comprising the Town Center Development, and any and all grantees, personal representatives, heirs, successors and assigns of the Owners, and shall be easements, servitudes, charges and, encumbrances upon, and conditions and covenants benefiting, binding and running with, the land comprising the Town Center Development and all building(s) and improvement(s) now or later existing within the Town Center Development.

(b) Any grantee or transferee of any Parcel or any portion of a Parcel shall automatically be deemed, by acceptance of title thereto, to have assumed all the obligations of this Declaration relating thereto, but only to the extent such obligations accrue after the effective date of such transfer to title, and to have agreed with every other Owner then bound by this

Declaration to execute any and all instruments and do any and all things reasonable required to carry out the intention of this Declaration. Any grantor or transferor shall upon the consummation of such transfer be relieved of all further liability under this Declaration except such liability as may have arisen during such grantor's or transferor's period of ownership of the Parcel or portion of a Parcel so conveyed and which remains unsatisfied, unless such transferor remains an Owner hereunder.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

TWENTY WAYLAND, LLC  
a Massachusetts limited liability company

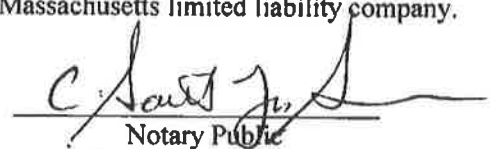
By

  
Anthony J. DeLuca, Manager

STATE OF RHODE ISLAND

Providence, ss

On this 23 day of October, 2012, before me, the undersigned notary public, personally appeared Anthony J. DeLuca, proved to me through satisfactory evidence of identification which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as manager for TWENTY WAYLAND, LLC, a Massachusetts limited liability company.

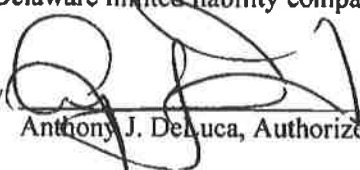
  
Notary Public

My Commission Expires: 7-1-13

RE Bar # 4127

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

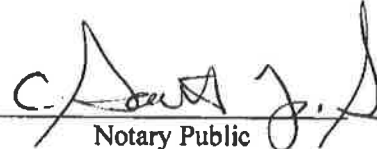
WAYLAND TOWN CENTER LLC  
a Delaware limited liability company

By   
Anthony J. DeLuca, Authorized Signatory

STATE OF RHODE ISLAND

Providence, ss

On this 23 day of October, 2012, before me, the undersigned notary public, personally appeared Anthony J. DeLuca, proved to me through satisfactory evidence of identification which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as authorized signatory for WAYLAND TOWN CENTER LLC, a Delaware limited liability company.

  
Notary Public  
My Commission Expires: 7-11-13  
RI Bar #4127

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

WAYLAND TOWN CENTER LLC,  
a Delaware limited liability company

By: Twenty Wayland Commercial LLC,  
a Massachusetts limited liability company,  
its managing member

By:

  
Anthony J. DeLuca, Manager

STATE OF RHODE ISLAND

Providence, ss

On this 23 day of October, 2012 before me, the undersigned notary public, personally appeared Anthony J. DeLuca, proved to me through satisfactory evidence of identification which was driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Manager, and on behalf, of Twenty Wayland Commercial LLC, a Massachusetts limited liability company, in its capacity as managing member, and on behalf, of WAYLAND TOWN CENTER LLC, a Delaware limited liability company.

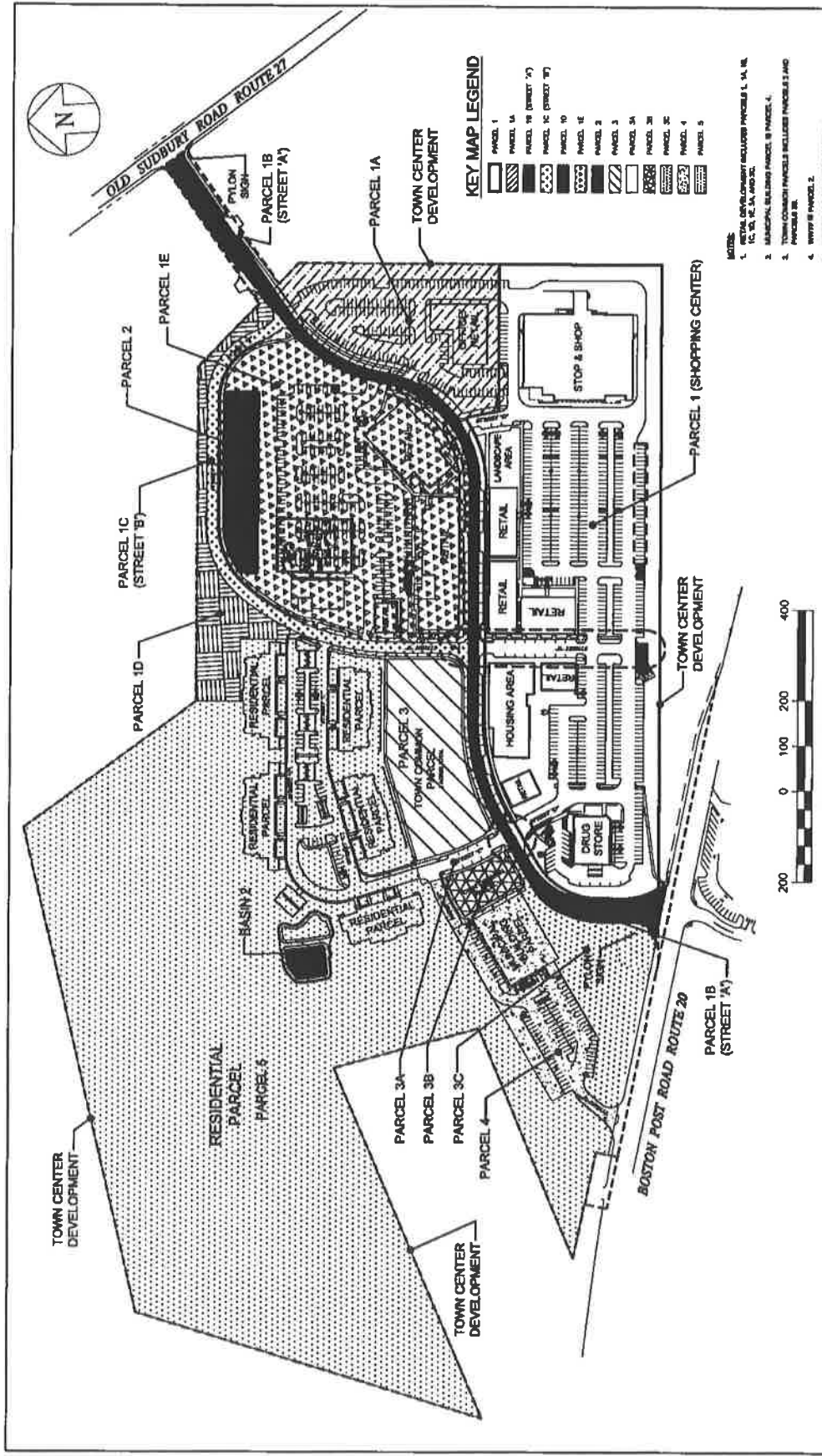
  
Notary Public

My Commission Expires: 7-11-13

RI Bar #4127



**EXHIBIT A**  
**SKETCH PLAN**



<p>Project Name: <b>Wayland Town Center</b>          400 Boston Post Road          Wayland, Massachusetts</p>	<p>Exhibit A</p>	<p>ECR EXHIBIT</p>	<p>Scale 1" = 200'</p>
<p>Prepared by: <b>KJO'CONNELL &amp; ASSOCIATES, INC.</b>          10 Main Street, Suite 901          Providence, Rhode Island 02903          Tel: (401) 846-7700 / Fax: (401) 846-0999</p>	<p>Project: <b>Wayland Town Center</b>          400 Boston Post Road          Wayland, Massachusetts</p>	<p>Graphic Scale in Feet</p>	<p>Notes:</p> <ol style="list-style-type: none"> <li>1. RETAIL DEVELOPMENT INCLUDES PARCELS 1, 1A, 1B, 1C, 1D, 1E, 2A, AND 2B.</li> <li>2. MANUFACTURING BUILDING PARCELS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.</li> <li>3. TOWN CENTER PARCELS INCLUDE PARCELS 1 AND 2.</li> <li>4. WAYLAND PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.</li> <li>5. RESIDENTIAL PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.</li> </ol>

**EXHIBIT B**

**LEGAL DESCRIPTION OF PARCELS**

## EXHIBIT B

### LEGAL DESCRIPTION OF PARCELS

#### Parcel 1

All that certain parcel of land situated in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts and being shown as Lot 1-1-C on a certain plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, dated August 9, 2011 (Last Revised January 3, 2012), prepared by Hancock Associates, recorded with the Middlesex South District Registry of Deeds as Plan No. 305 of 2012, and more particularly bounded and described as follows:

Beginning at a drill hole in concrete bound, on the northerly boundary line of land now or formerly of the Massachusetts Bay Transit Authority, said bound also being at the southwesterly corner of land now or formerly of the Wayland Meadows LLC, as shown on the above referenced plan, thence;

N 86° 09' 36" W      a distance of One Thousand Three Hundred Seventy-Five and Eighty-Five Hundredths (1375.85) feet by said land now or formerly of the Massachusetts Bay Transit Authority to a point at the southeasterly corner of Parcel 1-1-B, thence;

In a northerly direction along a curve to the right, having a radius of One Hundred Forty-Five and Zero Hundredths (145.00) feet and an arc length of Seventy-Five and Fifty-Two Hundredths (75.52) feet by said Parcel 1-1-B and Parcel R-19-B to a point, thence;

N 03° 50' 24" E      a distance of Fifty-Seven and Four Hundredths (57.04) feet to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of One Hundred Fifty-Seven and Eighty-Six Hundredths (157.86) feet and an arc length of One Hundred Sixty-Six and Forty-Seven Hundredths (166.47) feet to a point, thence;

N 64° 15' 43" E      a distance of One Hundred Twenty and Eighty-Eight Hundredths (120.88) feet to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Four Hundred Thirty and Zero Hundredths (430.00) feet and an arc length of Two Hundred Twenty-One and Ninety-Eight Hundredths (221.98) feet to a point, thence;

S 86° 09' 36" E      a distance of Five Hundred Twelve and Fifty-Six Hundredths (512.56) feet to a point, thence;

In a northeasterly direction along a curve to the left, having a radius of Two Hundred Sixty-Three and Zero Hundredths (263.00) feet and an arc length of One Hundred

Fifty-Seven and Fifty-Eight Hundredths (157.58) feet, the last six courses by said Parcel R-19-B, to a point at the westerly corner of Parcel R-15, thence;

In a southeasterly direction along a curve to the right, having a radius of Four Hundred Eighty and Ninety-Seven Hundredths (480.97) feet and an arc length of Seventy-Three and Ninety Hundredths (73.90) feet to a point, thence;

S 86° 08' 52" E a distance of Three Hundred Twenty-Two and Thirty-Five Hundredths (322.35) feet, the last two courses by said Parcel R-15, to a point on the westerly boundary line of land now or formerly of Wayland Meadows LLC, thence;

S 03° 51' 08" W a distance of Three Hundred Fifty-Five and Fifty-Six Hundredths (355.56) feet by said land now or formerly of Wayland Meadows LLC, to the drill hole in concrete bound at the Point of Beginning.

Said lot contains 501,249 square feet of land more or less according to above referenced plan.

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#### Parcel 1A

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 2-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a drill hole in concrete bound, on the northerly sideline of land now or formerly of the Massachusetts Bay Transit Authority, said bound also being at the southeasterly corner of Lot 1-1-C and the southwesterly corner of land now or formerly of Wayland Meadows LLC, and running N 03° 51' 08" E a distance of Three Hundred Fifty-Five and Fifty-Six Hundredths (355.56) feet to the Point of Beginning, said point also being the northeasterly corner of said Lot 1-1-C, as shown on the above referenced plan, thence;

N 86° 08' 52" W a distance of Three Hundred Twenty-Two and Thirty-Five Hundredths (322.35) feet to a point, thence;

In a northwesterly direction along a curve to the left, having a radius of Four Hundred Eighty and Ninety-Seven Hundredths (480.97) feet and an arc length of Seventy-Three and Ninety Hundredths (73.90) feet, the last two courses by said Lot 1-1-C, to a point on the southerly boundary line of Parcel R-19-B, thence;

In a northeasterly direction along a curve to the left, having a radius of Two Hundred Sixty-Three and Zero Hundredths (263.00) feet and an arc length of Two Hundred Twelve and Seventy-Nine Hundredths (212.79) feet by said Parcel R-19-B and Parcel 12 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Three Hundred Seven and Zero Hundredths (307.00) feet and an arc length of Two Hundred Forty-Six and Zero Hundredths (246.00) feet to a point, thence;

N 62° 02' 57" E a distance of Sixty-One and Twenty-Nine Hundredths (61.29) feet, the last two courses by said Parcel 12, to a point at the northwesterly corner of land now or formerly of Wayland Meadows LLC, thence;

S 42° 30' 55" E a distance of Sixty-Three and Forty Hundredths (63.40) feet to a point, thence;

S 03° 51' 08" W a distance of Four Hundred Thirty-Eight and Nine Hundredths (438.09) feet, the last two courses by said land now or formerly of Wayland Meadows LLC, to the Point of Beginning.

Lot 2-1, being comprised of both Registered and Unregistered land, consisting of Recorded Land Parcel R-14 and Parcel R-15, as shown on the above referenced plan, and Registered Land Lot 13, as shown on Land Court Plan 17983-I.

Said lot contains 107,993 square feet of land more or less according to the plan first mentioned.

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#### Parcel 1B

A certain parcel of land situated on the northerly side of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 10-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a drill hole in stone bound, on the northerly sideline of Boston Post Road, said bound also being at the northwesterly corner of land now or formerly of the Massachusetts Bay Transit Authority, as shown on the above referenced plan, thence;

N 74° 46' 46" W a distance of Six and Twelve Hundredths (6.12) feet by the northerly sideline of said Boston Post Road to a point at the southeasterly corner of Parcel 1-1-A, thence;

N 54° 29' 12" E a distance of One Hundred Thirteen and Forty-Nine Hundredths (113.49) feet by said Parcel 1-1-A to a point, thence;

N 03° 50' 24" E a distance of Fifty-Three and Eighty-Five Hundredths (53.85) feet by said Parcel 1-1-A and Parcel R-21 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Two Hundred Fifteen and Eighty-Six Hundredths (215.86) feet and an arc length of One Hundred Thirty-Three and Seventy-Two Hundredths (133.72) feet to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of One Hundred Thirty and Zero Hundredths (130.00) feet and an arc length of Fifty-Six and Fifty-Six Hundredths (56.56) feet, the last two courses by said Parcel R-21, to a point on the southerly boundary line of Lot 4-1, thence;

N 64° 15' 43" E      a distance of One Hundred Fifty-Seven and Seven Hundredths (157.07) feet by said Lot 4-1, Lot 8-1, Lot 11-1, and Parcel R-18 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Four Hundred Eighty and Zero Hundredths (480.00) feet and an arc length of Two Hundred Forty-Seven and Seventy-Nine Hundredths (247.79) feet by said Parcel R-18 to a point, thence;

S 86° 09' 36" E      a distance of Five Hundred Twelve and Fifty-Six Hundredths (512.56) feet by said Parcel R-18, Parcel R-17, and Parcel R-16 to a point, thence;

In a northeasterly direction along a curve to the left, having a radius of Two Hundred Thirteen and Zero Hundredths (213.00) feet and an arc length of Two Hundred Ninety-Nine and Ninety-Five Hundredths (299.95) feet by said Parcel R-16 and Parcel 9 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Three Hundred Fifty-Seven and Zero Hundredths (357.00) feet and an arc length of Two Hundred Eighty-Six and Seven Hundredths (286.07) feet by said Parcel 9 and Parcel 11 to a point, thence;

N 51° 08' 23" E      a distance of Forty-Nine and Thirty-Nine Hundredths (49.39) feet by said Parcel 11 and Parcel 10 to a point at the southwesterly corner of land now or formerly of Wayland Meadows LLC, thence;

N 59° 03' 55" E      a distance of Three Hundred Fifty and Eighty-Nine Hundredths (350.89) feet to a point, thence;

In a northwesterly direction along a curve to the left, having a radius of Fifteen and Zero Hundredths (15.00) feet and an arc length of Twenty-Four and Eleven Hundredths (24.11) feet, the last two courses by said land now or formerly of Wayland Meadows LLC, to a point on the westerly sideline of Old Sudbury Road (Route 27), thence;

S 33° 00' 47" E      a distance of Ninety and Six Hundredths (90.06) feet by the westerly sideline of said Old Sudbury Road to a point at the northeasterly corner of land now or formerly of Wayland Meadows LLC, thence;

In a westerly direction along a curve to the left, having a radius of Fifteen and Zero Hundredths (15.00) feet and an arc length of Twenty-Three and Two Hundredths (23.02) feet to a point, thence;

S 59° 03' 55" W      a distance of Three Hundred Forty-One and Eighty-Six Hundredths (341.86) feet, the last two courses by said land now or formerly of

Wayland Meadows LLC, to a point at the northeasterly corner of Parcel 13, thence;

S 62° 02' 57" W a distance of Sixty-One and Twenty-Nine Hundredths (61.29) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of Three Hundred Seven and Zero Hundredths (307.00) feet and an arc length of Two Hundred Forty-Six and Zero Hundredths (246.00) feet, the last two courses by said Parcel 13, to a point, thence;

In a southwesterly direction along a curve to the right, having a radius of Two Hundred Sixty-Three and Zero Hundredths (263.00) feet and an arc length of Three Hundred Seventy and Thirty-Seven Hundredths (370.37) feet by said Parcel 13, Parcel R-15, and Lot 1-1-C to a point, thence;

N 86° 09' 36" W a distance of Five Hundred Twelve and Fifty-Six Hundredths (512.56) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of Four Hundred Thirty and Zero Hundredths (430.00) feet and an arc length of Two Hundred Twenty-One and Ninety-Eight Hundredths (221.98) feet to a point, thence;

S 64° 15' 43" W a distance of One Hundred Twenty and Eighty-Eight Hundredths (120.88) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of One Hundred Fifty-Seven and Eighty-Six Hundredths (157.86) feet and an arc length of One Hundred Sixty-Six and Forty-Seven Hundredths (166.47) feet to a point, thence;

S 03° 50' 24" W a distance of Fifty-Seven and Four Hundredths (57.04) feet to a point, thence;

In a southerly direction along a curve to the left, having a radius of One Hundred Forty-Five and Zero Hundredths (145.00) feet and an arc length of Seventy-Five and Fifty-Two Hundredths (75.52) feet, the last six courses by said Lot 1-1-C, to a point on the northerly boundary line of land now or formerly of the Massachusetts Bay Transit Authority, thence;

N 86° 09' 36" W a distance of One Hundred Fifty-Eight and Ninety-Eight Hundredths (158.98) feet by said land now or formerly of the Massachusetts Bay Transit Authority, to the drill hole in stone bound at the Point of Beginning.

Lot 10-1, being comprised of both Registered and Unregistered land, consisting of Recorded Land Parcel 1-1-B and Parcel R-19-B, as shown on the above referenced plan, and Registered Land Lot 12, as shown on Land Court Plan 17983-I.

Said lot contains 120,581 square feet of land more or less according to said plan.



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Parcel 1C

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 6-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a point, at the southwesterly corner of Parcel R-16, said point also being along the northerly boundary line of parcel R-19-B, as shown on the above referenced plan, thence;

N 86° 09' 36" W            a distance of Eighty-Seven and Zero Hundredths (87.00) feet, by said Parcel R-19-B to a point at the southeasterly corner of Parcel R-18, thence;

In a northeasterly direction along a curve to the left, having a radius of Thirty-Seven and Zero Hundredths (37.00) feet and an arc length of Fifty-Seven and Nineteen Hundredths (57.19) feet by said Parcel R-18 and Parcel 8 to a point, thence;

N 03° 50' 24" E            a distance of One Hundred Sixteen and Zero Hundredths (116.00) feet by said Parcel 8 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Five Hundred Twenty-Five and Zero Hundredths (525.00) feet and an arc length of Two Hundred Fifty-Three and Twenty Hundredths (253.20) feet by said Parcel 8 and Parcel 7 to a point, thence;

N 31° 28' 24" E            a distance of Four and Thirty-One Hundredths (4.31) feet by said Parcel 7 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Three Hundred Forty-Eight and Forty-Four Hundredths (348.44) feet and an arc length of One Hundred Sixty-Nine and Ninety-Eight Hundredths (169.98) feet by said Parcel 7 and Parcel 10 to a point, thence;

In an easterly direction along a curve to the right, having a radius of Two Hundred Seventeen and Zero Hundredths (217.00) feet and an arc length of One Hundred Thirty and Forty-Three Hundredths (130.43) feet to a point, thence;

S 86° 08' 20" E            a distance of Two Hundred Seventy-One and Eight Hundredths (271.08) feet to a point, thence;

In a southeasterly direction along a curve to the right, having a radius of One Hundred Sixty-Seven and Zero Hundredths (167.00) feet and an arc length of Two Hundred and Sixty-Seven Hundredths (200.67) feet to a point, thence;

In a southerly direction along a curve to the left, having a radius of One Hundred Thirty-Three and Zero Hundredths (133.00) feet and an arc length of Twenty-Nine and Ninety-Nine (29.99) feet, to a point thence;

In a southeasterly direction along a curve to the left, having a radius of Twenty and Zero Hundredths (20.00) feet and an arc length of Sixteen and Sixty-Two (16.62) feet, the last five courses by said Parcel 10, to a point on the northerly boundary line of Parcel 12, thence;

S 51° 08' 23" W          a distance of Twelve and Zero Hundredths (12.00) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of Three Hundred Fifty-Seven and Zero Hundredths (357.00) feet and an arc length of Thirty-One and Seven Hundredths (31.07) feet, the last two courses by said Parcel 12, to a point at the easterly corner of Parcel 9, thence;

N 32° 42' 37" W          a distance of Ten and Ninety-Eight Hundredths (10.98) feet to a point, thence;

In a northerly direction along a curve to the right, having a radius of One Hundred Seventy and Zero Hundredths (170.00) feet and an arc length of Forty-Five and Sixty-Eight Hundredths (45.68) feet to a point, thence;

In a northwesterly direction along a curve to the left, having a radius of One Hundred Thirty and Zero Hundredths (130.00) feet and an arc length of Eighty-Four and Forty Hundredths (84.40) feet to a point, thence;

N 54° 29' 25" W          a distance of One and Forty-Six Hundredths (1.46) feet to a point, thence;

In a northwesterly direction along a curve to the left, having a radius of Ninety-One and Twenty-Nine Hundredths (91.29) feet and an arc length of Fifty and Forty-Three Hundredths (50.43) feet, the last five courses by said Parcel 9, to a point at the northeasterly corner of Parcel B, and being land now or formerly of the Town of Wayland, thence;

N 86° 08' 20" W          a distance of Two Hundred Ninety and Fifteen Hundredths (290.15) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of One Hundred Seventy-Five and Zero Hundredths (175.00) feet and an arc length of One Hundred Eighteen and Four Hundredths (118.04) feet, the last two courses by said Parcel B, being land now or formerly of the Town of Wayland, to a point at the northwesterly corner of Parcel 9, thence;

In a southwesterly direction along a curve to the left, having a radius of One Hundred Seventy-Four and Twenty-Nine Hundredths (174.29) feet and an arc length of Thirty-Three and Sixty Hundredths (33.60) feet to a point, thence;

S 44° 10' 00" W            a distance of Fourteen Hundredths (0.14) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of Four Hundred Seventy-Five and Zero Hundredths (475.00) feet and an arc length of Three Hundred Thirty-Four and Thirty-Two Hundredths (334.32) feet, the last three courses by Parcel 9, to a point, thence;

S 03° 50' 24" W            a distance of One Hundred Fifty-Three and Zero Hundredths (153.00) feet by said Parcel 9 and Parcel R-16 to the Point of Beginning.

Lot 6-1, being comprised of both Registered and Unregistered land, consisting of Recorded Land Parcel R-17, as shown on the above referenced plan, and Registered Land Lot 11, as shown on Land Court Plan 17983-I.

Said lot contains 52,614 square feet of land more or less according to said plan.

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Parcel 1D

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 10 on Land Court Plan No. 17983I

Said parcel contains 41,649 square feet of land more or less according to said plan.

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Parcel 1E

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 7-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a point, at the southeasterly corner of Parcel R-17, said point also being along the northerly boundary line of parcel R-19-B, as shown on the above referenced plan, thence;

N 03° 50' 24" E            a distance of One Hundred Fifty-Three and Zero Hundredths (153.00) feet by said Parcel R-17 and Parcel 11 to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of Four Hundred Seventy-Five and Zero Hundredths (475.00) feet and an arc length of Three Hundred Thirty-Four and Thirty-Two Hundredths (334.32) feet to a point, thence;

N 44° 10' 00" E            a distance of Fourteen Hundredths (0.14) feet to a point, thence;

In a northeasterly direction along a curve to the right, having a radius of One Hundred Seventy-Four and Twenty-Nine Hundredths (174.29) feet and an arc length of Thirty-Three and Sixty Hundredths (33.60) feet, the last three courses by Parcel 11, to a point at the northwesterly corner of Parcel B, thence;

S 04° 38' 36" W a distance of Thirty-Six and Sixty-Eight Hundredths (36.68) feet to a point, thence;

S 86° 08' 20" E a distance of Three Hundred Ninety-Nine and Ninety-Five Hundredths (399.95) feet to a point, thence;

N 03° 51' 40" E a distance of Seventy-Five and Zero Hundredths (75.00) feet, the last three courses by said Parcel B, being land now or formerly of the Town of Wayland, to a point on the southerly boundary line of Parcel 11, thence;

In a southeasterly direction along a curve to the right, having a radius of Ninety-One and Twenty-Nine Hundredths (91.29) feet and an arc length of Fifty and Forty-Three Hundredths (50.43) feet to a point, thence;

S 54° 29' 25" E a distance of One and Forty-Six Hundredths (1.46) feet to a point, thence;

In a southeasterly direction along a curve to the right, having a radius of One Hundred Thirty and Zero Hundredths (130.00) feet and an arc length of Eighty-Four and Forty Hundredths (84.40) feet to a point, thence;

In a southerly direction along a curve to the left, having a radius of One Hundred Seventy and Zero Hundredths (170.00) feet and an arc length of Forty-Five and Sixty-Eight Hundredths (45.68) feet to a point, thence;

S 32° 42' 37" E a distance of Ten and Ninety-Eight Hundredths (10.98) feet, the last five courses by said Parcel 11, to a point on the northerly boundary line of Parcel 12, thence;

In a southwesterly direction along a curve to the left, having a radius of Three Hundred and Fifty-Seven and Zero Hundredths (357.00) feet and an arc length of Two Hundred Fifty-Four and Ninety-Nine Hundredths (254.99) feet by said Parcel 12 to a point, thence;

In a southwesterly direction along a curve to the right, having a radius of Two Hundred Thirteen and Zero Hundredths (213.00) feet and an arc length of Two Hundred Ninety-Nine and Ninety-Five Hundredths (299.95) feet by said Parcel 12 and Parcel R-19-B to a point, thence;

N 86° 09' 36" W a distance of Three Hundred Thirty-Three and Zero Hundredths (333.00) feet by said Parcel R-19-B to the Point of Beginning.

Lot 7-1, being comprised of both Registered and Unregistered land, consisting of Recorded Land Parcel R-16, as shown on the above referenced plan, and Registered Land Lot 9, excluding

municipal wastewater facilities owned by the Town of Wayland, MA shown as Parcel A and Parcel B withinsaid Lot 7-1, as shown on Land Court Plan 17983-I.

Said lot contains 226,336 square feet of land more or less according to said plan.

Parcel 2

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Parcel B on Land Court Plan No. 17983-I

Said parcel contains 28,627 square feet of land more or less according to said plan.

Parcel 3

That certain parcel of land situated on the northerly side of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 3-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a point, at the southeasterly corner of Lot 11-1, said point also being along the northerly boundary line of parcel R-19-B, as shown on the above referenced plan, thence;

N 26° 09' 36" W      a distance of Thirty-Four and Nine Hundredths (34.09) feet to a point, thence;

In a northwesterly direction along a curve to the right, having a radius of Three Hundred Eighty-Seven and Zero Hundredths (387.00) feet and an arc length of Eighty-Seven and Eighty-One Hundredths (87.81) feet to a point, thence;

N 13° 09' 36" W      a distance of Sixty-Seven and Seventy-Seven Hundredths (67.77) feet, the last three courses by said Lot 11-1, to a point on the southerly boundary line of Parcel R-20, said point also being the northeasterly corner of said Lot 11-1, thence;

N 71° 00' 28" E      a distance of Five and Three Hundredths (5.03) feet to a point, thence;

N 76° 50' 11" E      a distance of Two Hundred Sixteen and Thirty-Eight Hundredths (216.38) feet, the last two courses by said Parcel R-20, to a point, thence;

In an easterly direction along a curve to the right, having a radius of One Hundred Seventeen and Zero Hundredths (117.00) feet and an arc length of Thirty-Four and Seventy-Three Hundredths (34.73) feet by said Parcel R-20 and Parcel 7, to a point, thence;

S 86° 09' 36" E      a distance of Two Hundred Four and Seventy-Nine Hundredths (204.79) feet by said Parcel 7 to a point on the westerly boundary line of Parcel 11, thence;

In a southerly direction along a curve to the left, having a radius of Five Hundred Twenty-Five and Zero Hundredths (525.00) feet and an arc length of Twenty-Two and Eighty Hundredths (22.80) feet to a point, thence;

S 03° 50' 24" W      a distance of One Hundred Sixteen and Zero Hundredths (116.00) feet to a point, thence;

In a southwesterly direction along a curve to the right, having a radius of Thirty-Seven and Zero Hundredths (37.00) feet and an arc length of Fifty-Eight and Twelve Hundredths (58.12) feet, the last three courses by said Parcel 11, to a point on the northerly boundary line of Parcel R-19-B, thence;

N 86° 09' 36" W      a distance of Ninety-Two and Fifty-Six Hundredths (92.56) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of Four Hundred Eighty and Zero Hundredths (480.00) feet and an arc length of Two Hundred Forty-Seven (247.79) feet to a point, thence;

S 64° 15' 43" W      a distance of Thirteen and Fifty-Three Hundredths (13.53) feet, the last three courses by Parcel R-19-B, to the Point of Beginning.

Lot 3-1, being comprised of both Registered and Unregistered land, consisting of Recorded Land Parcel R-18, as shown on the above referenced plan, and Registered Land Lot 8, as shown on Land Court Plan 17983-I.

Said lot contains 1.7455 acres of land more or less according to the plan first mentioned.

The above parcel corresponds to Parcel 3 as shown on Exhibit A to this lease.

#### Parcel 3A

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 11-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a point, at the southeasterly corner of Lot 8-1, said point also being along the northerly boundary line of parcel R-19-B, as shown on the above referenced plan, thence;

N 26° 09' 36" W      a distance of Thirty-Three and Seventy-Two Hundredths (33.72) feet to a point, thence;

In a northwesterly direction along a curve to the right, having a radius of Four Hundred Thirty-Seven and Zero Hundredths (437.00) feet and an arc length of Ninety-Nine and Fifteen Hundredths (99.15) feet to a point, thence;

- N 13° 09' 36" W a distance of Sixty-Two and Sixty-Seven Hundredths (62.67) feet, the last three courses by said Lot 8-1, to a point on the southerly boundary line of Parcel R-20, thence;
- N 71° 00' 28" E a distance of Fifty and Twenty-Six Hundredths (50.26) feet by said Parcel R-20 to a point at the northwesterly corner of Parcel R-18, thence;
- S 13° 09' 36" E a distance of Sixty-Seven and Seventy-Seven Hundredths (67.77) feet to a point, thence;
- In a southeasterly direction along a curve to the left, having a radius of Three Hundred Eighty-Seven and Zero Hundredths (387.00) feet and an arc length of Eighty-Seven and Eighty-One Hundredths (87.81) feet to a point, thence;
- S 26° 09' 36" E a distance of Thirty-Four and Nine Hundredths (34.09) feet, the last three courses by said Parcel R-18, to a point on the northerly boundary line of Parcel R-19-B, thence;
- S 64° 15' 43" W a distance of Fifty and Zero Hundredths (50.00) feet by said Parcel R-19-B to the Point of Beginning.

Said lot contains 9,630 square feet of land more or less according to said plan.

#### Parcel 3B

A certain parcel of land situated north of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 8-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a point, at the southeasterly corner of Lot 4-1, said point also being along the northerly boundary line of parcel R-19-B, as shown on the above referenced plan, thence;

- N 26° 09' 36" W a distance of One Hundred Ninety-Three and Twenty-Three Hundredths (193.23) feet by said Lot 4-1 to a point on the southerly boundary line of Parcel R-20, thence;
- N 63° 50' 32" E a distance of One Hundred Nine and One Hundredth (109.01) feet to a point, thence;
- N 71° 00' 28" E a distance of Six and Forty-Seven Hundredths (6.47) feet, the last two courses by said Parcel R-20, to a point at the northwesterly corner of Lot 11-1, thence;
- S 13° 09' 36" E a distance of Sixty-Two and Sixty-Seven Hundredths (62.67) feet to a point, thence;

In a southeasterly direction along a curve to the left, having a radius of Four Hundred Thirty-Seven and Zero Hundredths (437.00) feet and an arc length of Ninety-Nine and Fifteen Hundredths (99.15) feet to a point, thence;

S 26° 09' 36" E a distance of Thirty-Three and Seventy-Two Hundredths (33.72) feet, the last three courses by said Lot 11-1, to a point on the northerly boundary line of Parcel R-19-B, thence;

S 64° 15' 43" W a distance of Ninety and Fourteen Hundredths (90.14) feet by said Parcel R-19-B to the Point of Beginning.

Said lot contains 18,945 square feet of land more or less according to said plan.

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### Parcel 3C

A certain parcel of land situated on the northerly side of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 9-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a drill hole in stone bound, on the northerly sideline of Boston Post Road, said bound also being at the northwesterly corner of land now or formerly of the Massachusetts Bay Transit Authority, and running N 74° 46' 46" W a distance of Six and Twelve Hundredths (6.12) feet by the northerly sideline of said Boston Post Road to the Point of Beginning, said point also being the southwesterly corner of Parcel 1-1-B, as shown on the above referenced plan, thence;

N 74° 46' 46" W a distance of Three Hundred Twenty-Three and Nine Hundredths (323.09) feet by the northerly sideline of said Boston Post Road to a point at the southeasterly corner of Lot 4-1, thence;

N 43° 58' 34" E a distance of Eighty-Three and Eighty-One Hundredths (83.81) feet to a point, thence;

S 78° 29' 31" E a distance of One Hundred Eighteen and Twenty-Two Hundredths (118.22) feet to a point, thence;

N 64° 15' 43" E a distance of Three Hundred Sixty-Two and Thirty-One Hundredths (362.31) feet, the last three courses by said Lot 4-1, to a point on the northerly boundary line of Parcel R-19-B, thence;

In a southwesterly direction along a curve to the left, having a radius of One Hundred Thirty and Zero Hundredths (130.00) feet and an arc length of Fifty-Six and Fifty-Six Hundredths (56.56) feet to a point, thence;

In a southwesterly direction along a curve to the left, having a radius of Two Hundred Fifteen and Eighty-Six Hundredths (215.86) feet and an arc length of One Hundred Thirty-Three and Seventy-Two Hundredths (133.72) feet to a point, thence;



- S 03° 50' 24" W a distance of Fifty-Six and Three Hundredths (56.03) feet, the last three courses by said Parcel R-19-B, to a point at the northwesterly corner of Parcel 1-1-B, thence;
- S 54° 29' 12" W a distance of One-Hundred Thirteen and Forty-Nine Hundredths (113.49) feet by said Parcel 1-1-B to the Point of Beginning.

Lot 9-1 is comprised of Parcel R-21 and Parcel 1-1-A as shown on the above referenced plan.

Said lot contains 49,451 square feet of land more or less according to said plan.

#### Parcel 4

A certain parcel of land situated on the northerly side of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 4-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a drill hole in stone bound, on the northerly sideline of Boston Post Road, said bound also being at the northwesterly corner of land now or formerly of the Massachusetts Bay Transit Authority, and running N 74° 46' 46" W a distance of Three Hundred Twenty-Nine and Twenty-One Hundredths (329.21) feet by the northerly sideline of said Boston Post Road to the Point of Beginning, said point also being the southwesterly corner of Parcel R-21, as shown on the above referenced plan, thence;

- N 74° 46' 46" W a distance of One Hundred Nine and Seventy-One Hundredths (109.71) feet by the northerly sideline of said Boston Post Road to a point at the southerly corner of Parcel R-20, said point also being the southeasterly corner of land now or formerly of the Town of Wayland, thence;
- N 50° 33' 36" E a distance of One Hundred Seventy-Seven and Eighty-Four Hundredths (177.84) feet to a point, thence;
- N 63° 51' 08" E a distance of One Hundred Eighty-One and Eighty-Eight Hundredths (181.88) feet to a point, thence;
- N 39° 16' 12" E a distance of Eighty and Forty-Five Hundredths (80.45) feet to a point, thence;
- N 63° 50' 32" E a distance of One Hundred Ninety-Two and Twenty-Eight Hundredths (192.28) feet, the last four courses by said Parcel R-20, to a point at the northwesterly corner of Lot 8-1, thence;
- S 26° 09' 36" E a distance of One Hundred Ninety-Three and Twenty-Three Hundredths (193.23) feet by said Lot 8-1 to a point on the northerly boundary line of Parcel R-19-B, thence;

- S 64° 15' 43" W a distance of Three Hundred Sixty-Five and Seventy-One Hundredths (365.71) feet by said Parcel R-19-B and Parcel R-21 to a point, thence;
- N 78° 29' 31" W a distance of One Hundred Eighteen and Twenty-Two Hundredths (118.22) feet to a point, thence;
- S 43° 58' 34" W a distance of Eighty-Three and Eighty-One Hundredths (83.81) feet, the last two courses by said Parcel R-21, to the Point of Beginning.

Said lot contains 87,549 square feet of land more or less according to the above referenced plan.

#### Parcel 5

A certain parcel of land situated on the northerly side of Boston Post Road (Route 20), in the Town of Wayland, County of Middlesex, Commonwealth of Massachusetts, and being shown as Lot 5-1 on a plan entitled, "Plan of Land in Wayland, MA," prepared for Twenty Wayland, LLC, by Hancock Associates, dated August 9, 2011, and recorded in the Middlesex South District Registry of Deeds as Plan 305 of 2012, being bounded and described as follows:

Beginning at a drill hole in stone bound on the northerly sideline of Boston Post Road, at a corner of land now or formerly of Raytheon Company, as shown on the above referenced plan, thence;

- N 71° 29' 26" E a distance of Five Hundred Forty-Nine and Seventy-Five Hundredths (549.75) feet by land now or formerly of said Raytheon Company to a point at the southwesterly corner of Parcel 16, thence;
- N 69° 42' 20" E a distance of One Hundred Sixty-Four and Eighty-Four Hundredths (164.84) feet to a point, thence;
- N 02° 37' 49" E a distance of Three Hundred Ninety-Two and Ten Hundredths (392.10) feet to a point, thence;
- N 67° 56' 01" E a distance of One Hundred Ninety-Two and Sixty-Six Hundredths (192.66) feet to a point, thence;
- N 03° 50' 24" E a distance of Seventy-Five and Eighty-Five Hundredths (75.85) feet, the last four courses by Parcel 16, to a point at the southwesterly corner of Parcel 15, said point also being the southeasterly corner of Parcel 14, thence;
- S 86° 08' 20" E a distance of Four Hundred Three and Thirty-Two Hundredths (403.32) feet by said Parcel 15 to a point at the northwesterly corner of Parcel 10, said point also being the southwesterly corner of land now or formerly of Wayland Meadows LLC, thence;
- S 03° 51' 40" W a distance of Ninety and Forty Hundredths (90.40) feet to a point, thence;
- S 86° 08' 20" E a distance of One Hundred Seventeen and Sixty-Nine Hundredths (117.69) feet to a point, thence;

S 03° 51' 40" W a distance of Forty-Eight and Thirty-Nine (48.39) feet to a point, thence;

S 55° 16' 47" E a distance of Fifty-Four and Sixty-Three (54.63) feet, the last four courses by said Parcel 10, to a point at Parcel 11, thence;

In a southwesterly direction along a curve to the left, having a radius of Three Hundred Forty-Eight and Forty-Four Hundredths (348.44) feet and an arc length of Thirteen and Eighty-One Hundredths (13.81) feet to a point, thence;

S 31° 28' 24" W a distance of Four and Thirty-One Hundredths (4.31) feet to a point, thence;

In a southerly direction along a curve to the left, having a radius of Five Hundred Twenty-Five and Zero Hundredths (525.00) feet and an arc length of Two Hundred Thirty and Forty Hundredths (230.40) feet, the last three courses by said Parcel 11, to a point at the northeasterly corner of Parcel 8, thence;

N 86° 09' 36" W a distance of Two Hundred Four and Seventy-Nine Hundredths (204.79) feet by said Parcel 8 to a point, thence;

In a westerly direction along a curve to the left, having a radius of One Hundred Seventeen and Zero Hundredths (117.00) feet and an arc length of Thirty-Four and Seventy-Three Hundredths (34.73) feet by said Parcel 8 and Parcel R-18 to a point, thence;

S 76° 50' 11" W a distance of Two Hundred Sixteen and Thirty-Eight Hundredths (216.38) feet by said Parcel R-18 to a point, thence;

S 71° 00' 28" W a distance of Sixty-One and Seventy-Six Hundredths (61.76) feet by said Parcel R-18, Lot 11-1, and Lot 8-1 to a point, thence;

S 63° 50' 32" W a distance of Three Hundred One and Thirty Hundredths (301.30) feet by said Lot 8-1 and Lot 4-1 to a point, thence;

S 39° 16' 12" W a distance of Eighty and Forty-Five Hundredths (80.45) feet to a point, thence;

S 63° 51' 08" W a distance of One Hundred Eighty-One and Eighty-Eight Hundredths (181.88) feet to a point, thence;

S 50° 33' 36" W a distance of One Hundred Seventy-Seven and Eighty-Four Hundredths (177.84) feet, the last three courses by said Lot 4-1, to a point on the northerly sideline of Boston Post Road, said point also being the southeasterly corner of land now or formerly of the Town of Wayland, thence;

N 15° 13' 14" E a distance of Forty-Eight and Sixty-Three Hundredths (48.63) feet to a drill hole in stone bound, thence;

- N 74° 46' 46" W      a distance of One Hundred Seventeen and Twenty-One Hundredths (117.21) feet, the last two courses by said land of the Town of Wayland, to a drill hole in stone bound on the northerly sideline of Boston Post Road, thence;
- N 15° 13' 14" E      a distance of One and Thirty-Seven Hundredths (1.37) feet to a drill hole in stone bound, thence;
- N 74° 46' 43" W      a distance of One Hundred Twenty-Three and Seventy Hundredths (123.70) feet, the last two courses by the northerly sideline of Boston Post Road, to the drill hole in stone bound at the point of beginning.

Lot 5-1, being comprised of both Registered and Unregistered land, consisting of Recorded Land Parcel R-20, as shown on the above referenced plan, and Registered Land Lot 7, as shown on Land Court plan 17983-1.

Said lot contains 7.9249 acres of land more or less according to said plan.

Said Lot 5-1, together with Registered Land Lot 14, Lot 15, and Lot 16 ("Conservation Restriction Area") as shown on Land Court plan 17983-1, corresponds to Parcel 5 as shown on Exhibit A to the Declaration.

## EXHIBIT C

### USE RESTRICTIONS

1. The Residential Parcel (Parcel 5) may be used only for residential purposes, and incidental office and storage uses which are not included in the definition of "retail purposes" set forth below. In no event shall any portion of or premises on the Residential Development be used for any retail purposes. Except as specifically provided to the contrary below, the other premises in the Retail Parcels 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 Paragraph 8(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.

2. The Municipal Building Parcel may be used only for the construction of a building containing not more than forty thousand (40,000) square feet of Gross Floor Area and parking areas to be used in connection therewith. The Municipal Building Parcel shall be used only for municipal purposes by the Town of Wayland; provided, however, that the Municipal Building Parcel shall not be used for the storage of municipal public works vehicles or equipment or deicing materials or other uses inconsistent with the uses permitted on the Retail Development.

3. The Town Common Parcels may be used only as a public park and for temporary events of the sort that are customarily held in a public park, such as fairs, concerts, speaking engagements, meetings and similar events open to the public ("Public Events"). The Town of Wayland shall provide to the Owners of the Retail Parcels reasonable advance notice of any Public Event to be held on the Town Common Parcels so that the Owners of the Retail Parcels may advise the Occupants of the Retail Parcels of such Public Event and they can plan for the impact it may have on the use of the Common Areas. If any Owner of a Retail Development Parcel shall receive any such notice from the Town of Wayland, such Owner shall forthwith provide the other Owners of the Retail Development Parcels and their respective Occupants with notice of such Public Event.

4. During such time as any part of the Supermarket 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, no other portion of, or premises on, the Retail Development Parcels shall be used 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 as follows:

(i) 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 on the Retail Development Parcels and may sell ice cream and

ice cream products and frozen yogurt and frozen yogurt products for off-premises consumption; and

(ii) a candy store business may be operated on the Retail Development and may sell bulk and packaged candies and nuts for off-premises consumption; and

(iii) a package liquor store business may be operated on the Retail Development 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 on the Retail Development if such operation precludes the Supermarket Tenant from obtaining a license to sell beer or beer and wine in the Supermarket Premises); and

(iv) Intentionally Deleted;

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

(vi) a bakery selling primarily breads and cakes may be operated on the Retail Development, 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;

(vii) restaurants of the types permitted pursuant to Paragraph 8(v) below may sell food and beverages 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; 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

(viii) 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 Retail Development other than within the spaces marked Tier I and Tier II on Exhibit A, 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 subparagraph (viii) shall be deemed to prohibit full-service restaurants or other retailers which are permitted to be operated in the Retail Development from offering catering services as an incidental part of their businesses.

5. During such time as any portion of the Supermarket Premises shall be used for a drug store, or for a pharmacy, or for the sale of health and beauty aids, no other portion of or other premises on the Retail Development shall be used for:

(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

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

(iii) 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, except that vitamins may be sold in stores such as Vitamin Shop or GNC so long as such vitamin stores shall not use more than fifty (50) square feet of floor area for the sale of food, and in any event no "Completely Prohibited Food" (hereinbelow defined) may be sold therein. For purposes hereof, "**Completely Prohibited Food**" shall mean each and all of the following – perishables (including, without limitation, milk and/or other dairy products), fruit, vegetables, and/or other produce; baked goods or bakery items (other than pre-packaged baked goods); meat, poultry, fish and delicatessen items; and all prepared and unprepared frozen foods; or

(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 Paragraph 5 shall not be applicable to a drug store operated in the premises designated on Exhibit A as "Drug Store."

6. Intentionally Deleted.

7. During such time as any portion of the Supermarket Premises shall be used for the sale of live or cut flowers and/or live plants, no other portion of, or other premises on, the Retail Development shall be used 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.

8. In order to insure that the parking areas of the Retail Development shall not be overburdened and to preserve the character of the Retail Development 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, it is agreed that during such time as more than fifty percent (50%) of the floor area of the Supermarket Premises is used or occupied for the conduct of a "retail

business," so-called, no other part of or other premises on the Retail Development shall be used for any one or more of the following:

(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 Paragraph shall be deemed to prohibit the operation on the Retail Development 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

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

(iii) Intentionally Deleted; or

(iv) for the operation of a motel, hotel, lodging or other temporary or permanent living facility (other than the housing units described in Paragraph 1 above); or

(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 Retail Development, 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

(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

(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



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

(ix) for any office or storage operations (a) except office and storage operations which are a part of the conduct of a retail business on the Retail Development, (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, provided that the restrictions set forth herein shall not apply to the "Bookstore Envelope" and/or to buildings located within Parcel 1E, all as shown on Exhibit A-3" so long as there shall at all times (except for taking by eminent domain) exist within the "Bookstore Envelope" and/or the buildings located within Parcel 1E, as the case may be, at least four (4) parking spaces for each one thousand (1,000) square feet of floor area, 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 on the Retail Parcels, but such storage shall not be used by any manufacturing, light manufacturing, industrial or moving businesses; or

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

(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, except that (x) medical offices will be allowed in the "Bookstore Envelope" and/or the buildings located within Parcel 1E, all as shown on Exhibit A-3" so long as there shall at all times (except for taking by eminent domain) exist within the "Bookstore Envelope" and/or the buildings located within Parcel 1E, as the case may be, at least four (4) parking spaces for each one thousand (1,000) square feet of floor area; and (y) an optical store which includes an optician's office shall be permitted, and doctor's and dentist's offices may be located anywhere on the Retail Development outside of Tier I and Tier II, and (z) an optical store with or without an optician's office, a doctor's office and/or a dentist's office may also be located in Tier II provided that such office or offices as described in (x), (y) and (z) hereof will not contain more than an aggregate of 3,000 square feet of floor area; or

(xi) for a veterinary care facility or animal clinic; or

(xiii) for a house of worship; or

(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 on the Retail Development, 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 on the Retail Development 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

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

9. For the purposes of this Exhibit C, (i) the "floor area" of any premises (including the Supermarket 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.

10. Wherever in this Exhibit C certain provisions apply during such time as the Supermarket Premises are open or occupied or used (or words of similar import), such as, without limitation, Paragraphs 4, 5, 7 and 8 hereof, such provisions shall always be deemed in effect and applicable not only during "such time" but also from the execution of this Declaration through the date on which the Supermarket Premises shall first be opened for business to the general public and (i) during such time as the Supermarket Premises are closed for remodeling, repairs, renovations, and the like, (ii) during such time as the Supermarket Premises are closed in connection with assignments and subletting, (iii) during such time as the Supermarket Premises are closed for reasons beyond the control of the operator of the Supermarket Premises, and (iv) for an additional period of one year if the Supermarket Premises are no longer in operation.

[End; but see following page for Exhibit C, Page 7 to Declaration  
(being Exhibit A Site Plan from Lease with Stop & Shop,  
which Site Plan is referenced above in this Exhibit C)]

