

**LEASE OF SPACE AT 154 PEARL STREET
LEASE AGREEMENT**

This Lease (referred to herein as the "Lease" or "Lease Agreement") is granted this 17th day of June, 2008, by the TOWN of Framingham, Massachusetts, a Massachusetts Municipal Corporation with its principal place of business at 150 Concord Street, Framingham, MA 01702, (hereinafter referred to as the "TOWN"), acting by and through the Board of Selectmen, to the Boys and Girls Clubs of Metrowest, Inc. (hereinafter referred to as the "TENANT").

WHEREAS, the TOWN is the owner of certain real property located at **154 Pearl Street Framingham, MA**, and known as the **Farley Memorial Annex, including certain space within said Farley Memorial Annex** (which space shall be hereinafter referred to as the "Premises"), as depicted and more particularly described in a plan entitled "Boys and Girls Club, Pearl Street, Framingham, MA, First Floor Plan Lease Area," attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the TENANT desires to lease the Premises from the TOWN on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

§1. TERM: This Lease shall be effective for a term of Thirty (30) years beginning on the day of issuance indicated above and ending on the 17th day of June, 2038, except that the parties hereto shall have a mutual option every tenth year following the commencement date of the instant Lease Agreement to terminate the terms and effectiveness of this Lease. In the event that either party elects to terminate this Lease upon the expiration of any such ten year period, such party shall provide written notice thereof to the other party at least two hundred and seventy (270) days prior to such expiration, and the Lease Agreement shall be deemed to have expired and become terminated on the date marking the lapse of such ten year period (i.e., on June 17, 2018 or June 17, 2028).

§2. RENTAL: TENANT agrees to pay the TOWN as rent ("Rent") for the Premises the sum of **ONE AND 00/100 DOLLARS (\$1.00) per year** for the first two years following the commencement date of this Lease, and then from June 17, 2014 through June 17, 2038, the first payment of which shall be due and payable to the TOWN on the date of execution of the Lease. Between June 17, 2010 and June 17, 2013, the TENANT shall pay the TOWN as Rent the sum of **TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00) per month**, which monthly payments shall be due and payable to the TOWN on the 17th day of each such month. The TENANT shall make all payments of Rent to the TOWN by check, payable to the TOWN and addressed to the TOWN at the address set forth on the first page hereof, unless the TENANT is notified in writing of another address.

2.1. Notwithstanding any other provisions herein, in the event TENANT fails to make any payment of Rent, as and when due, TENANT shall pay the TOWN, in addition to

such Rent, interest on such past due amount at the rate of fourteen percent (14%) per annum until all such past due amounts are paid in full by TENANT to the TOWN.

2.2. During the term of this Lease, TENANT shall have the non-exclusive use in common with the TOWN, other tenants of 154 Pearl Street, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the TOWN. The TOWN reserves the right to designate parking areas for TENANT and TENANT's agents and employees.

2.3. The gymnasium, basketball court, surrounding hallways and locker rooms (the "Gym Area") located at the Farley Memorial Annex shall not constitute any portion of the Premises and are not part of or subject to the instant Lease Agreement. The TOWN shall only license the use of the Gym Area under its normal permitting process through its Park and Recreation Department under such usual terms and conditions that it may apply. The TOWN will work in good faith to reserve the Gym Area during after school hours for the benefit of the TENANT, however, the TOWN shall be under no obligation to license, permit or otherwise allow the TENANT to use the Gym Area hereunder.

2.4. TENANT must abide by the Town's Smoking Bylaw, found in Section 5 of the Town of Framingham's General Bylaws.

§ 3. UTILITIES AND CUSTODIAL COSTS: TENANT shall pay all charges, costs and fees associated with telephone, cable, and custodial services serving the Premises throughout the term of this Lease. TENANT shall pay all charges, costs and fees associated with water, sewer, gas, heating, electricity, telephone, cable, custodial services and other services and utilities serving the Premises between June 17, 2014 and June 17, 2038, unless otherwise expressly agreed to in writing by the TOWN through the Board of Selectmen. In the event that any utility or service for which the TENANT is required to pay hereunder is not separately metered, the TOWN shall pay the amount due and separately invoice TENANT for TENANT's pro rata share of the charges. Any such invoice shall be paid directly to the Town in full within 30 days of receipt thereof. Interest on any invoice amounts not paid after such time shall be assessed to the TENANT by the Town at the rate of 14% per annum until all such past due amounts are paid in full by TENANT to the TOWN.

§ 4. HOLDING OVER: In the event that TENANT shall hold over and continue to use the Premises with the consent of the TOWN following the expiration of the term of this Lease, that holding over shall be deemed to be from month to month only, and upon all the same terms, fees, covenants and conditions as contained herein, except that no period of holding over as hereinbefore described shall exceed a period of six months.

§ 5. PURPOSES: The Premises shall be used for the purpose as described in the TENANT's response (the "Response," a copy of which is attached hereto as Exhibit B) to the TOWN's RFP entitled "Lease of Space at Farley Memorial Annex, RFP No. 6094" (the "RFP"), and for no other purpose without the express written consent of the TOWN by the Board of Selectmen or an agent designated thereby. TENANT's use of the Premises shall be in compliance with all applicable laws, regulations and bylaws and TENANT shall not permit any use of the Premises in violation of law.

5.1. It is understood by both parties that the TENANT'S obligations hereunder are contingent upon its obtaining all of the certificates, permits and other approvals that may be required by any local, state and federal authorities. The TOWN shall cooperate with TENANT in its effort to obtain such approvals.

5.2. In the event that any such applications should be rejected, or any certificate, permit, or approval issued to TENANT is terminated, by government authority, and the TENANT in its sole discretion determines that it will be unable to use the Premises for its intended purposes, TENANT shall have the right to terminate this Lease.

5.3. Notice of TENANT's exercise of its right to terminate shall be given to the TOWN by notice as provided in §14 herein, shall be effective thirty (30) days thereafter. Termination by the TENANT shall not relieve the TENANT of its obligation to pay to the TOWN any amounts owed for past-due Rent or invoice amounts, including interest charged by the Town on such invoice amounts as set forth in the foregoing Section 3 herein.

5.4. The TENANT shall make effective use of the Premises to ensure adequate participation in its programming. The TENANT shall provide adequate staffing and proper supervision according to industry standards.

5.5. Notwithstanding any other provision of the instant Lease Agreement, the parties hereto expressly acknowledge and agree that the Town shall be entitled, in its discretion through the Parks and Recreation Department, Building Services Department, or the Board of Selectmen, respectively, to make periodic audits to confirm the adequacy of the care and upkeep of the Premises and the adequacy of the agreed services to be provided by the TENANT upon the Premises.

5.6. The TENANT agrees to annually provide the Board of Selectmen a report on the TENANT'S progress and use of the Premises, and to conduct a tour of the Premises for the Board of Selectmen, the Town Parks and Recreation Department, the Town Building Services Department and the Town Park and Recreation Commission.

§6. TAXES: Because the Premises is owned by the TOWN, no property taxes are paid thereon. All TENANT'S equipment classified as personal property shall be subject to taxation pursuant to Chapter 59 of the Massachusetts General Laws.

§7. REPAIRS & MAINTENANCE: TENANT hereby expressly acknowledges and agrees that TENANT has inspected and examined the Premises and accepts the Premises "AS IS" in its present condition, and agrees that the TOWN shall not be required to make any improvements, renovations, alterations or repairs to or upon the Premises or any part thereof, except that nothing herein shall prevent the TOWN from making said repairs or improvements at its own option. TENANT further hereby expressly acknowledges and agrees that the TOWN has made no representations or warranties regarding the fitness of the Premises for TENANT'S intended use or otherwise.

7.1. During the Lease term, TENANT shall make, at TENANT'S sole expense, all necessary repairs to the Premises. TENANT'S obligation to make repairs hereunder shall include the obligation to repair or replace floors, walls, ceilings, glass in the windows and doors attached to the Premises, and other parts of the Premises damaged or worn through normal use, as well as the obligation to complete alterations and upgrades upon the

Premises necessary to comply with the requirements of the Americans With Disabilities Act arising from TENANT's use. All such repairs shall be made in a good and workmanlike manner, satisfactory to the TOWN, and in compliance with all applicable legal requirements. TENANT shall periodically inspect all areas of the Premises for the presence of unsafe and hazardous conditions and shall promptly remedy such conditions when found.

7.2. TENANT will maintain the Premises in the same condition as exists on the Lease commencement date recited above or such better condition as the Premises may be placed in during the term of this Lease, in full compliance with all applicable legal requirements. TENANT will not cause or permit any waste or damage to the Premises or cause, or permit any invitee of TENANT to cause, any waste or damage to the Premises, or make any use of the Premises which, by noise, odor, vibration or otherwise might interfere with the use of the Premises by others entitled thereto or lead to an increase in premiums for the TOWN's insurance, and will further maintain the Premises free and clear of liens and encumbrances attributable to the acts or omissions of TENANT.

7.3. No capital improvements or other substantial alterations or improvements may be made by TENANT on the Premises without prior written approval by the TOWN through the Board of Selectmen. As this is a public building owned by the Town, all improvements will be subject to the Prevailing Wage Law, and may be subject to Construction Bid Laws.

7.4. Upon the expiration of this Lease, or at any sooner termination, the TENANT will quit and surrender its use of the Premises peaceably and in the same condition as exists on the Lease commencement date recited above or such better condition as the Premises may be placed in during the term of this Lease, in accordance with TENANT's maintenance requirements set forth in Section 7.2 hereof. TENANT further agrees to leave the Premises free from all nuisance and dangerous and defective conditions, free and clear of TENANT's personal property and broom clean. TENANT will remove all alterations made by TENANT and repair or replace any damage to the Premises resulting from such removal unless the TOWN, through the Board of Selectmen, instructs TENANT in writing to leave some or all of such alterations in place, in which event, such alterations will become the property of the TOWN without compensation. If any of TENANT's property remains upon the Premises after the date on which this Lease is terminated, it may be retained by the TOWN without compensation, or may be removed and either stored or disposed of by the TOWN and TENANT will reimburse the TOWN upon demand for all costs, fees and expenses incurred in connection therewith.

7.5. The TOWN is not aware of any releases or threats of releases of hazardous materials on the Premises. TENANT shall not cause or permit any other person claiming or admitted to the Premises through TENANT to cause any hazardous materials or toxic wastes, hazardous or toxic substances or hazardous or toxic materials to be used, generated, stored or disposed of on, under or about the Premises. TENANT will be responsible for and will hold the TOWN harmless and indemnified against any claim, damage, cost, liability or penalty related to any Hazardous Materials introduced to or released on or about the Premises by TENANT or by any person claiming or admitted to the Premises through TENANT, whether or not approved by the TOWN.

7.6. TENANT shall have access to the Premises at all times for purposes of maintaining and improving TENANT's equipment. However, TENANT agrees that at least five days

(5) prior to the commencement of any construction work or installation of equipment by or on behalf of the TENANT, TENANT will cause to be delivered to the TOWN a notice of non-responsibility on behalf of TOWN, giving notice that the TOWN is not responsible for any work, labor or material used or expended or to be used or expended on the Premises; provided however, that such notice of non-responsibility shall not be necessary in order for the TENANT to perform ordinary maintenance of the TENANT's equipment or to perform construction work on installations necessary by reason of emergency (provided that in the case of any such emergency work or installations, the TENANT gives the TOWN a notice of non-responsibility as soon as is reasonably possible under the circumstances).

7.7. It is understood and agreed by the parties that, as the owner of the Premises, the TOWN has the right to protect the Premises from damage and deterioration due to lack of diligence by TENANT or to respond to emergencies that could result in damage to the Premises. In recognition thereof, the TOWN's agents and employees shall have the right to enter upon the Premises, to inspect said Premises thereon at all reasonable times or in response to emergencies at any time. The Town shall also have the right to enter upon the Premises at all reasonable times to confirm that the TENANT is using the Premises for the purposes required under Section 5 hereunder and that the TENANT is otherwise in compliance with the requirements set forth in the various provisions of this Lease.

7.8. The TENANT acknowledges that in the Response the TENANT represented that "There are a number of capital improvements that BGCMW will address in this project. Any facility improvements that are required for safety purposes will be addressed during the initial phase. Improvements to the space and configuration of space and rooms will be addressed in order to provide optimum youth development programs. The existing electrical will need to be re-worked to accommodate the new space." TENANT hereby agrees that it shall be required to obtain permission of the TOWN pursuant to Section 7.3 hereof in order to undertake any capital improvements upon the Premises. TENANT also hereby expressly agrees that prior to undertaking any other improvements described in the preceding Response excerpt, or any other provision of the Response, TENANT shall provide the TOWN with a written description of such anticipated improvement, and obtain the written consent therefor from the Town of Framingham Director of Building Services.

§8. ASSIGNMENT AND SUBLEASE: TENANT shall not Transfer this Lease or any interest in this Lease or in the Premises without obtaining the prior written consent of the TOWN, through the Board of Selectmen, which consent may be withheld for any reason or for no reason, or granted upon such conditions as the TOWN determines to be in its best interest. The term "Transfer" includes any sale, absolute or collateral assignment, sublet, license or other occupancy arrangement, pledge, or mortgage of this Lease or the Premises and any dissolution, merger or transfer of a controlling interest in or other power to control, directly or indirectly, any legal entity which is a tenant, whether any of the foregoing are voluntary, involuntary or by action of law. TENANT further agrees that any transferee or assignee hereunder shall, by the express terms of instrument through which the transfer is made, assume, recognize and become responsible to the TOWN for the performance of all of the terms and conditions to be performed by TENANT under this Lease. The failure of a transferee or any other successor in interest to TENANT to assume the obligations of TENANT hereunder or to obtain the approval of the TOWN as herein required shall not relieve such transferee or successor of such

obligations or limit the TOWN with respect to any rights, remedies or controls it may have under this Lease.

§9. INSURANCE: During the term of this Lease, TENANT shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, policies of insurance for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. The TENANT shall furnish certificates in form and substance satisfactory to the TOWN evidencing each such insurance coverage to the TOWN prior to the execution of this Lease (to the extent such insurance is appropriate at such time) and requiring that the insurer shall give the TOWN written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the term of, and pursuant to the terms of this Lease. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the TENANT agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the TOWN of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the TENANT to any such kinds and amounts of insurance coverage.

9.1. General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00. The policy required under this subsection shall name the TOWN, and its officers, agents, servants, officials, representatives, employees and consultants as additionally insured parties.

9.2. Property Insurance: A Commercial Property policy covering the Premises and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property shall be obtained and maintained by the TENANT, at its own expense. The policy required under this subsection shall name the TOWN, and its officers, agents, servants, officials, representatives, employees and consultants as additionally insured parties.

9.3. Worker's Compensation Insurance: The Tenant and any subtenants, as applicable, shall provide Workers' Compensation Insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000.00 each accident; bodily injury by disease each employee of \$100,000.00; and bodily injury by disease policy limit of \$500,000.00, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

9.4. Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$5,000,000.00. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned and hired vehicles. The policy required under this subsection shall name the TOWN, and its officers, agents, servants, officials, representatives, employees and consultants as additionally insured parties.

9.5. TENANT shall be required to maintain such other types of insurance as the Town may from time to time reasonably deem necessary.

9.6. All TENANT insurance shall be issued by insurance companies authorized to do insurance business in Massachusetts and rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without thirty (30) days prior written notice to the Town and any mortgagee required to be covered.

9.7. Each policy of insurance obtained by TENANT hereunder shall contain a clause denying the insurer any right of subrogation against the TOWN.

9.8. Should TENANT choose to make improvements to the building as set forth in this Lease, TENANT will be required to provide the TOWN with evidence that TENANT has required its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage, and a \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) public liability insurance within limits in an amount not less than \$3,000,000 on comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury and/or property damage arising out of acts and omissions of TENANT or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). TENANT shall require that the TOWN, and its officers, agents, servants and employees be named as additionally insured parties on all subtenants, concessionaires, subcontractor's and independent contractor's insurance policies, excluding Workers' Compensation.

§ 10. LIABILITY: To the fullest extent permitted by law, TENANT agrees that it will occupy the Premises at its own risk, and that the TOWN will not be liable to TENANT, or to any person claiming or admitted to the Premises through the TENANT, for injury or death to persons, or loss or damage to property of any nature whatsoever, and further hereby agrees that TENANT waives and will indemnify and hold the TOWN harmless against any claim for personal injury or death or damage to property, as well as any and all liabilities, losses, costs, forfeitures, or damages, and all out-of pocket expenses, including reasonable legal fees and expenses and court costs (collectively, "Liabilities"), actually incurred, suffered, or sustained by, or sought to be imposed on, the TOWN in connection with the Premises arising out of events occurring during the term of this Lease. TENANT shall defend any lawsuits with regard to claims for such Liabilities, and shall pay any judgments which result from the lawsuits. "Lawsuits" include arbitration proceedings, administrative proceedings, and all other governmental or quasi-

governmental proceedings. The indemnification provided for in this Section shall include any Liabilities resulting from any claim in connection with, related to, or arising out of construction, operation or ownership of, or improvements to the Premises by the TENANT. The obligations of the TENANT under this Section arising by reason of any such occurrence taking place during the term of this Lease shall survive any termination of this Lease.

§11. TERMINATION: Upon termination of this Lease, TENANT shall, at its own expense and within thirty (30) days, remove any and all of its personal property hereinbefore referenced whether affixed or not, and agrees to restore the Premises consistent with the provisions of this Lease. If said property is not removed within said thirty (30) days and such failure continues for an additional 30 days after TOWN's notice thereof to TENANT, then it shall become the property of the TOWN which, at its option, may cause the removal of the property from its Premises and the TENANT hereby agrees to reimburse the TOWN for all reasonable costs of such removal. Any improvements and/or alterations to the Premises during the term of this Lease shall remain and become the property of the TOWN on the effective date of any termination of this Lease.

§ 12. TENANT DEFAULT:

12.1. Each of the following will constitute a material default by TENANT: (a) a failure by TENANT to make any payment required under this Lease within ten (10) days of the date such payment is due, (b) failure by TENANT to maintain insurance and to provide certificates as required by this Lease, (c) insolvency or admission of insolvency by TENANT, the filing by or against TENANT of any bankruptcy, receivership or other proceeding under State or Federal law, or entering into or acquiescence by TENANT to any arrangement affecting the rights of TENANT's creditors generally, or attachment, execution or other seizure of substantially all of TENANT's assets located at the Premises or TENANT's interest in this Lease or the Premises, or (d) failure by the TENANT to provide any of the services identified in the Response, or otherwise use the Premises for the purposes identified in the Response, or (e) failure by TENANT to fulfill any other obligation under this Lease, if such failure is not cured within twenty (20) days of notice from the TOWN to TENANT, or such longer period as may reasonably be necessary, not to exceed a total of forty (40) days, if TENANT promptly commences and diligently pursues such cure.

12.2. In the event the TENANT shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer TENANT's business or affairs, neither this Lease nor any interest herein shall become an asset of such trustee or receiver.

12.3. If TENANT defaults under Section 12.1 hereof, in addition to any other rights or remedies, the TOWN shall be entitled to terminate this Lease and recover possession of the Premises by written notice to TENANT, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice.

12.4. In addition to any other rights or remedies, if the TOWN terminates this Lease for default by TENANT, the TOWN shall be entitled to recover as damages from TENANT: (a) any amounts owing from TENANT to the TOWN at the time of termination, including for Rent, invoice amounts, or interest owed on past-due Rent or invoice amounts as set forth in this Lease; (b) all of the TOWN's expenses, including reasonable legal fees, incurred in recovering possession of the Premises and in proving and

collecting the sums due from TENANT hereunder; and (c) the actual or reasonably anticipated expense to the TOWN of preparing and reletting the Premises. The TOWN shall also have the right to enter the Premises and to perform any obligation as to which a default by TENANT has arisen, without being deemed to have cured such default, and TENANT shall reimburse the TOWN for any cost and expense thus incurred promptly upon demand as additional Rent.

§13. TOWN DEFAULT:

13.1. Failure by the TOWN to observe any of its obligations under this Lease will constitute a default only if such failure continues for a period of sixty (60) days (and such additional time as may be reasonably necessary for the TOWN to remedy such failure) after the TOWN Board of Selectmen receives notice of such failure in writing from the TENANT, setting forth in reasonable detail the nature and extent of the TOWN's failure and identifying the provisions of this Lease alleged to have been violated.

13.2. Except as specifically provided herein, the obligations of TENANT under this Lease, and the obligations of the TOWN, are independent and not mutually dependent covenants and the failure of the TOWN to perform any obligation hereunder will not justify or empower TENANT to withhold payment of amounts due hereunder.

§14. NOTICES: Any notices that are required here, or which either TOWN or TENANT may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when mailed or when delivered by any means which provides for a return receipt, addressed to the responsible parties named at the addresses first written above.

14.1 The responsible parties to receive any notices under this Lease are Francis Hurley, President, for the TENANT, and and Julian M. Suso, the Town Manager, with a copy to Christopher J. Petrini, Esquire, Town Counsel, for the TOWN.

The parties shall promptly notify each other if different individuals are to receive notices on behalf of the TOWN or the TENANT.

§15. WAIVER: Waiver by the TOWN of any default in performance by TENANT of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any prior or subsequent default.

§16. MISCELLANEOUS PROVISIONS:

16.1 The TOWN covenants that TENANT, on paying the rents and performing the covenants herein, shall peaceably and quietly have, hold and enjoy that portion of the Premises governed by this Lease.

16.2 The TOWN covenants that the TOWN is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Lease. The TOWN further covenants that there are no liens, judgments or impediments of title on the Premises which would interfere with TENANT's intended use and enjoyment of the Premises, other than those on record.

16.3 This Lease contains all the agreements, promises and understandings between the TOWN and TENANT and no oral agreements, promises or understandings shall be binding upon either the TOWN or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

16.4 This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

16.5 This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of TENANT, and, to the extent allowed under the Massachusetts General Laws to the successors and assigns of the TOWN.

16.6. In the event that there is determined to be any inconsistency between any provision of the RFP or the Response and this Lease, the terms of this Lease shall govern.

§17. SEVERABILITY: If any of the provisions of this Lease or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

§18. LEASE STATUS: (a) Either party shall, at any time upon fifteen (15) days' prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to timely deliver such a statement shall be conclusive as a self-operative statement from the party from whom requested that (i) this Lease is in full force and effect (without modification except as may be properly represented by the requesting party), (ii) there are no uncured defaults in the requesting party's performance, and (iii) no more than one month's rent has been paid in advance.


§19. TIME OF THE ESSENCE; FORCE MAJEURE. Time is of the essence as to all rights and obligations of the parties hereunder unless specifically provided to the contrary. Notwithstanding the foregoing, if either party fails to perform an obligation hereunder, other than the obligation of TENANT to pay Rent or any aforesaid invoice or additional amounts when due, which failure results from causes beyond the reasonable control of such party, including, without limitation, labor problems, contractor disputes, legal requirements, unavailability of equipment, fixtures or materials, casualty, or disruption or unavailability of utilities or services (a "Force Majeure Event"), the amount of time for performance of such obligation shall be extended by the amount of time such performance is delayed by reason of such Force Majeure Event.

§20. RECORDABLE FORM: TOWN and TENANT each agree to execute a Notice of Lease in recordable form.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respected seals the day and year first above written.

TENANT:

BY:



Francis X. Holley

WITNESS:



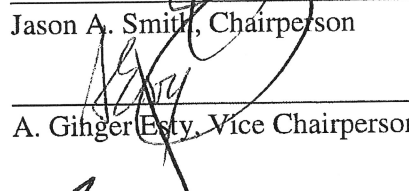
TOWN:

TOWN of Framingham, MA


BY THE TOWN OF FRAMINGHAM BOARD OF SELECTMEN:




Jason A. Smith, Chairperson



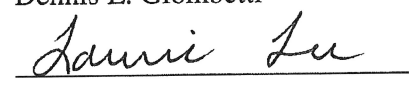
A. Ginger Esty, Vice Chairperson



Charles A. Sisitsky, Clerk



Dennis L. Giombetti



Laurie Lee

WITNESS:

Approved As To Form:



TOWN Counsel

2008.06.17 FINAL Lease of Space at 154 Pearl Street (600-188)