



**Attachment 6
Commercial Lease**

Execution Copy

COMMERCIAL LEASE

SUMMARY OF BASIC TERMS

The following is a summary of certain basic terms of this Commercial Lease (this “**Lease**”) which is intended for the convenience and reference of the parties.

LANDLORD: East Washington Realty Trust
11 John St
Newton, MA 02459

TENANT: FamilyAid Boston, Inc.
3815 Washington Street, Suite 3
Boston, MA 02130

PREMISES: The land, consisting of approximately 83,932 square feet, together with all improvements located thereon, including without limitation the building, containing approximately 30,996 square feet, and parking area, located at 1650 Washington Street, Newton, MA.

TERM: Fifteen (15) years

EXTENSION TERMS: Four (4) periods of ten (10) years each.

LEASE COMMENCEMENT DATE: July 26, 2023

TERM COMMENCEMENT DATE: Sixty (60) days following Lease Commencement Date; subject to extension in accordance with Section 10 (c) below.

RENT COMMENCEMENT DATE: February 1, 2024.

TERMINATION DATE: 15 years from Term Commencement Date, subject to extension and early termination rights set forth herein.

RENT: As set forth in Section 5 below (Base Rent plus Additional Rent).

PERMITTED USE: Operate a non-profit education facility with educational training, family support services, temporary shelter housing units supported by Commonwealth of Massachusetts Housing Innovation Funds, and any use incidental thereto, and for all other uses permitted under applicable laws.

TYPE OF LEASE:

Triple Net Lease (NNN). The following chart is for summary purposes only. In the event of a conflict between the chart and the provisions of this Lease, the provisions of this Lease shall prevail.

	Responsible Party	Responsible Party
<i>Expense Breakdown</i>	Landlord	Tenant
Real Estate Taxes		X
Property Insurance		X
Management Fees (if any)		X
Operating Expenses		
Janitorial		X
Suite Maintenance (Ex: light bulbs, filters, etc.)		X
Trash		X
Landscaping		X
Snow Removal		X
All other		X
Utilities		
Electric		X
Gas/Heating fuel		X
Water/Sewage		X
Capital Expenses		
All Equipment and Fixtures		X
Roof and Load-Bearing Structural Elements of the Building within the Premises	X	

1. **PARTIES.** In consideration of the covenants contained herein East Washington Realty Trust, with an address of 11 John Street, Newton, MA 02459 (collectively, with its successors and/or assigns, hereinafter called “**Landlord**”), does hereby lease to FamilyAid Boston, Inc., with a principal business address of 3815 Washington Street, Suite 3, Boston, MA 02130 (hereinafter called “**Tenant**”), who hereby leases from the Landlord, the Premises described below.

2. **PREMISES.** The Premises consists of the land, comprised of approximately 83,932 square feet, together with all improvements located thereon, including without limitation the building, containing approximately 30,996 square feet (the “**Building**”), and parking area, located at 1650 Washington Street, Newton, MA (the “**Premises**”).

3. TERM.

(a) In the event Tenant does not elect to terminate this Lease in accordance with Section 10(c) below, the term (the “**Term**”) of this Lease shall commence on the date following the expiration of the “**Approval Deadline**” (as defined below) (the “**Term Commencement Date**”) and end at 11:59 PM on the date immediately preceding the fifteen anniversary of the Term Commencement Date (the “**Termination Date**”) unless extended by Tenant for additional terms, or sooner terminated, as hereinafter provided.

(b) Notwithstanding anything to the contrary herein, provided that Tenant is not in default under the terms of this Lease, beyond applicable notice and cure periods, Tenant shall have a one-time option (the “**Early Termination Option**”) to terminate this Lease after the first ten (10) years of the Term of this Lease by providing written notice to Landlord (“**Tenant’s Termination Notice**”) at least twelve (12) months prior to the early termination date set forth in the Tenant’s Termination Notice (the “**Early Termination Date**”) together with the “**Early Termination Fee**” (as defined below). Upon receipt by Landlord of Tenant’s Termination Notice and the Early Termination Fee, this Lease shall automatically terminate upon the Early Termination Date as if such date were the original Termination Date set forth herein. Tenant’s exercise of the Early Termination Option shall not release or relieve Tenant of its obligation to pay all Rents owed prior to the Early Termination Date. As used herein, the “**Early Termination Fee**” shall mean the unamortized amount of the commission paid to the Broker (as defined hereinafter) and Landlord’s reasonable attorneys’ fees and costs related to the negotiation of this Lease, amortized on a straight-line basis over a fifteen (15) year basis. Within thirty (30) days of receipt of written request by Tenant, Landlord shall provide Tenant with written notice of the amount of the Early Termination Fee, together with reasonable supporting documentation.

3.1 OPTION TERMS. Provided that Tenant is not in default of this Lease, beyond all applicable notice and cure periods, Tenant shall have the right to extend the Term of this Lease for up to four (4) periods of ten (10) years each by giving written notice to Landlord no fewer than nine (9) months prior to the expiration of the initial Term, and if extended, nine (9) months prior to the expiration of the then current Term. Such extension shall be upon all of the same terms, covenants and conditions contained in this Lease, except that the Base Rent during each year of the applicable extension term shall be equal to the Base Rent for the preceding year plus two percent (2%).

4. DELIVERY OF PREMISES.

(a) Landlord shall deliver full possession of the Premises to Tenant on the Term Commencement Date in its as is condition, vacant and free of all tenants and occupants, with the Parking Lot Resurfacing (as defined below) completed in accordance with 4(b) below. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week throughout the Term of this Lease.

(b) On or before the date that is sixty (60) days following Landlord’s receipt of written notice by Tenant, subject to reasonable delays caused by weather conditions, Landlord shall, at Landlord’s sole cost and expense, perform and complete the work described on **Exhibit**

B attached hereto (the “**Parking Lot Resurfacing**”) in a good and workmanlike manner reasonably satisfactory to Tenant and in accordance with all applicable laws.

5. **RENT.** Commencing on February 1, 2024 (the “**Rent Commencement Date**”) Base Rent shall be payable by Tenant to Landlord monthly, in advance, by electronic funds transfer to Landlord’s operating account pursuant to wiring instruction provided by Landlord, on the first day of each calendar month during the Term of this Lease. Tenant shall pay rent to Landlord without prior notice or demand and without set-off or deduction of any kind whatsoever, as follows (the “**Base Rent**”):

a. Commencing on the Rent Commencement Date and continuing until the first anniversary of the Rent Commencement Date, the Base Rent during such period shall be One Million Five Hundred Forty-Nine Thousand Eight Hundred Dollars (\$1,549,800.00) per year, payable monthly, in advance, on the first day of each month, in twelve (12) consecutive equal monthly installments of One Hundred Twenty-Nine Thousand One Hundred and Fifty and 00/100 Dollars (\$129,150.00), provided (i) commencing on the first annual anniversary of the Rent Commencement Date and each annual anniversary date thereafter, the Base Rent, as of the anniversary date, shall increase by (2%) percent of the total prior year’s annual rent, and shall continue to increase annually by two (2%) percent per annum for the remainder of the Term and any subsequent Extension(s) thereof, and (ii) commencing on the Rent Commencement Date and continuing until the fifteenth anniversary of the Rent Commencement Date (Years 1-15 of the Term) Tenant shall receive a credit against the amount of the Base Rent due in the amount of Ten Thousand Three Hundred Thirty-One and 94/100ths Dollars (\$10,331.94) per month for cost of the Initial Tenant Improvements for a total Landlord contribution maximum amount of \$1,859,750.00 (the “**TI Credit**”) which amount shall be deducted monthly by Tenant, prior to payment, from the amount of Base Rent due hereunder.

Base Rent Schedule for Years 1-15

Lease Year	Monthly Rent	Annual Rent	Actual Monthly Rent Due (Monthly Rent minus TI Credit)
1	\$129,150.00	\$1,549,800.00	\$118,818.06
2	\$131,733.00	\$1,580,796.00	\$121,401.06
3	\$134,367.66	\$1,612,411.92	\$124,035.72
4	\$137,055.01	\$1,644,660.16	\$126,723.07
5	\$139,796.11	\$1,677,553.36	\$129,464.17
6	\$142,592.04	\$1,711,104.43	\$132,260.10
7	\$145,443.88	\$1,745,326.52	\$135,111.94
8	\$148,352.75	\$1,780,233.05	\$138,020.81
9	\$151,319.81	\$1,815,837.71	\$140,987.87
10	\$154,346.21	\$1,852,154.46	\$144,014.27
11	\$157,433.13	\$1,889,197.55	\$147,101.19
12	\$160,581.79	\$1,926,981.50	\$150,249.85

13	\$163,793.43	\$1,965,521.13	\$153,461.49
14	\$167,069.30	\$2,004,831.56	\$156,737.36
15	\$170,410.68	\$2,044,928.19	\$160,078.74

b. In the event that any payment of Rent or any other payment due from Tenant pursuant to this Lease shall not be paid within ten (10) days after the date when due, then Tenant shall immediately be obligated to pay to Landlord a service fee, as Additional Rent, in the amount of \$350.00 to cover the extra expense in handling delinquent payments (the “Service Fee”). Failure to pay the Service Fee within ten (10) days therefrom shall result in another Service Fee due under the same terms of this paragraph and shall continue to accrue in the same manner until the applicable Service Fee and overdue Rent is paid by Tenant. Further, in the event that Tenant fails to pay any amount due hereunder within thirty (30) days after the date when due, then such payment shall bear interest from the date when the same was due until the date paid at the rate of twelve percent (12%) per annum. Tenant understands and agrees that Landlord does not extend credit, and that all Rent and other amounts due from Tenant are payable in full as and when due in accordance with the provisions hereof.

c. For the purposes of this Lease, notwithstanding anything contrary herein, the term “Rent” shall include Base Rent, Additional Rent, and all charges that Tenant is responsible for paying under this Lease.

d. Commencing on the Rent Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord, in addition to Base Rent, all charges and other sums payable by Tenant set forth in this Lease (such additional charges, collectively, “Additional Rent”), including without limitation Real Estate Taxes and insurance costs set forth herein. Landlord shall provide Tenant an invoice for Additional Rent (but not Base Rent) at least thirty (30) calendar days prior to the date due by Tenant. Landlord agrees to provide copies of the real estate tax invoices, and insurance invoices within thirty (30) calendar days of Landlord’s receipt. At Landlord’s discretion, Tenant will be billed monthly based on estimated real estate taxes and insurance costs includable as Additional Rent and those estimated payments will be reconciled annually not later than ninety (90) days after each calendar year of the Term. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within fifteen (15) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Additional Rent due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit, provided, however, if an Event of Default exists then Tenant shall not be entitled to any refund until such Event of Default is cured and Landlord may apply any overpayment to outstanding amounts due from Tenant to Landlord under this Lease.

5.1 SECURITY DEPOSIT. On or before thirty (30) days following the Lease Commencement Date, Tenant shall deliver to and deposit with the Landlord a security deposit in the amount of Two Hundred Thirty-Seven Thousand Six Hundred Thirty-Six and No/100ths Dollars (\$237,636.00) in the form of, at Tenant’s election, either cash or a letter of credit, in

accordance with the provisions of this Section 5.1 (the “**Security Deposit**”) to be held by Landlord to secure the performance of Tenant of all its undertakings contained herein. The Security Deposit shall not earn interest and shall be returned at the expiration of the Tenant’s occupancy if the Tenant has complied with all of its undertakings contained herein and has paid all outstanding sums owed to the Landlord; otherwise, Landlord may apply the same against any sums owed hereunder without prejudice to any other rights and remedies it may have. At any time during the Term, Tenant shall have the right to change the form of the Security Deposit to either cash or a letter of credit upon notice to Landlord, provided such complies with the terms of this Section 5.1, and in such case, Landlord shall return the Security Deposit then held by Landlord within five (5) days of receipt of the substitute Security Deposit.

In the event Tenant elects to deliver the Security Deposit in the form of a letter of credit (the “**Letter of Credit**”), the Letter of Credit shall (i) be issued by and drawn on a bank reasonably approved by Landlord and at a minimum having a long term issuer credit rating from Standard and Poor’s Professional Rating Service of A or a comparable rating from Moody’s Professional Rating Service, (ii) permit one or more draws thereunder to be made accompanied only by certification by Landlord or Landlord’s managing agent that pursuant to the terms of this Lease, Landlord is entitled to draw upon such Letter of Credit, (iii) permit transfers at any time without charge, (iv) permit presentment in Boston, Massachusetts, (v) provide that any notices to Landlord be sent to the notice address provided for Landlord in this Lease, and (vi) be unexpired and in full force and effect. If the credit rating for the issuer of such Letter of Credit falls below the standard set forth in (i) above or if the financial condition of such issuer changes in any other material adverse way or if any trustee, receiver or liquidator shall be appointed for the issuer, Landlord shall have the right to require that Tenant provide a substitute letter of credit that complies in all respects with the requirements of this Section or, at Tenant’s option, Tenant may provide the Security Deposit in the form of cash, and Tenant’s failure to provide the same within thirty (30) days following Landlord’s written demand therefor shall entitle Landlord to immediately draw upon the Letter of Credit.

Any such Letter of Credit shall be for a term of two (2) years (or for one (1) year if the issuer thereof regularly and customarily only issues letters of credit for a maximum term of one (1) year) and shall in either case provide for automatic renewals through the date which is ninety (90) days subsequent to the scheduled expiration of this Lease (as the same may be extended) or if the issuer will not grant automatic renewals, the Letter of Credit shall be renewed by Tenant each year and each such renewal shall be delivered to and received by Landlord not later than thirty (30) days before the expiration of the then current Letter of Credit (herein called a “**Renewal Presentation Date**”). In the event of a failure to so deliver any such renewal Letter of Credit on or before the applicable Renewal Presentation Date, Landlord shall be entitled to present the then existing Letter of Credit for payment and to receive the proceeds thereof, which proceeds or cash shall be held as Tenant’s security deposit, subject to the terms of this Section 5.1. Any failure or refusal of the issuer to honor the Letter of Credit shall be at Tenant’s sole risk and shall not relieve Tenant of its obligations hereunder with regard to the Security Deposit.

Landlord shall hold the Security Deposit without liability for interest and as security for the performance by Tenant of Tenant’s covenants and obligations under this Lease, it being expressly understood that Tenant shall not consider the Security Deposit an advance payment of

rent or a measure of Landlord's damages in case of default. Unless otherwise provided by law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Upon an Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, apply the Security Deposit to Landlord's damages arising from such Event of Default on the part of Tenant under the terms of this Lease. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. Landlord shall return the Security Deposit to Tenant (less any amounts applied to cure any uncured monetary defaults of Tenant under this Lease) within thirty (30) days following the Expiration Date and Tenant's surrender of the Premises to Landlord in accordance with the terms of this Lease. Upon the sale or transfer of Landlord's interest in the Building, Landlord shall transfer the Security Deposit to the purchaser or transferee, following which transfer Tenant shall look only to the purchaser or transferee for the return of the Security Deposit.

For the avoidance of doubt, Tenant shall at all times maintain with Landlord an amount of Security Deposit equal to Two Hundred Thirty-Seven Thousand Six Hundred Thirty-Six and No/100ths Dollars (\$237,636.00) (the "Minimum Security Deposit Amount"). In the event Landlord draws down on the Security Deposit in accordance with this Lease, then Tenant shall replenish the Security Deposit to the Minimum Security Deposit Amount within thirty (30) days of Landlord's draw-down.

The Security Deposit shall not be subject to the Leasehold Mortgage.

5.2 Intentionally Deleted.

6. REAL ESTATE TAX. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent in accordance with Section 6.3(c) below, with respect to each Tax Year (hereinafter defined) or portion thereof included in the Term, one hundred percent (100%) of the amount of the "Real Estate Taxes" (as defined below), imposed, payable or paid upon the Premises and the improvements situated and maintained thereon, if any. A Tax Year shall mean that twelve (12) calendar month period commencing with the first day of the fiscal year of the taxing authority preceding the Rent Commencement Date and each twelve (12) month period thereafter. The Real Estate Taxes for the first Tax Year and the last Tax Year falling within the Term of this Lease shall be apportioned on the basis of the number of months of such Tax Year falling within the Term. Landlord shall pay all Real Estate Taxes on or before the applicable due date and shall indemnify and hold Tenant harmless from any losses Tenant incurs as a result of the failure by Landlord to timely make such payments.

6.1 DEFINITION OF REAL ESTATE TAXES. As used herein, "Real Estate Taxes" shall mean and include, without limitation, all real estate ad valorem taxes, assessments, water and sewer rents, school taxes, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during, or with respect to, the Term (of the first Tax Year prior to the Rent Commencement Date), be levied, assessed, imposed, become or will become due and payable upon the Premises, or which arise in connection with the use, occupancy or possession of the Premises or any part thereof. Whether or not Landlord shall take

the benefit of the provisions of any statute or ordinance permitting any assessment for public betterments or improvements to be paid over a period of time, Landlord shall, nevertheless, be deemed to have taken such benefit so that the term "Real Estate Taxes" shall include only the current annual installment of any such assessment. A tax bill or copy thereof submitted by Landlord to the Tenant shall be conclusive evidence of the amount of a tax or installment thereof. If, any time during the Term the methods of taxation prevailing at the execution of this Lease shall be altered so that in lieu of or as a substitute for or in addition to the whole or any part of the Real Estate Taxes levied, assessed or imposed as above described, there shall be levied, assessed or imposed (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents received by Landlord or from the building or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon the building or any portion thereof, then the same shall be included in the computation of Real Estate Taxes hereunder.

6.2 ABATEMENTS. Real Estate Taxes upon the Premises for any Tax Year shall mean such amounts as shall be finally determined after deducting abatements, refunds or rebates, if any, less the cost and expenses of obtaining the same, to be the Real Estate Taxes payable with respect to the Premises due from Tenant to Landlord in accordance with the provisions of this Section 6. The Real Estate Taxes upon the Premises for any Tax Year shall be deemed to be the Real Estate Taxes assessed for such year until such time as an abatement, rebate or refund shall be made for any Tax Year. An appropriate adjustment or refund shall be made in the amount due from or paid by Tenant to Landlord or on account of abatement, rebate or refund less the cost and expense of obtaining the same within thirty (30) days after receipt of same by Landlord. Tenant shall have the right, but not the obligation, to obtain such abatement, refund or rebate and Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in connection therewith.

Notwithstanding anything to the contrary contained in this Lease, the following shall be excluded from Real Estate Taxes and shall be paid solely by Landlord: inheritance, estate, succession, transfer, gift, franchise, or capital stock tax, or any income taxes arising out of or related to ownership and operation of income-producing real estate, or any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it; any increase in taxes and assessments resulting from Landlord's sale of, or other transfer of its interest in, the Building or the Premises; and assessments, charges, taxes, rents, fees, rates, levies, excises, license fees, permit fees, inspection fees, or other authorization fees or charges to the extent allocable to or caused by the development or installation of on- or off-site improvements or utilities (including without limitation street and intersection improvements, roads, rights of way, lighting, and signalization) necessary for the initial development or construction of the Building, or any past, present or future system development reimbursement schedule or sinking fund related to any of the foregoing.

6.3 METHOD OF PAYMENT. Tenant agrees to pay, as Additional Rent, together with the monthly payment of Annual Rental, one-twelfth (1/12) of the amount of Real Estate Taxes payable by Tenant under this Lease, in advance, beginning on the Rent Commencement Date, provided Landlord shall notify Tenant in writing of the amount of the Real Estate Taxes no less than thirty (30) days prior to the date due by Tenant hereunder. If Landlord has, prior to the

Rent Commencement Date, paid any Real Estate Taxes, covering a Tax Year, or any part thereof falling within that portion of the Term of this Lease after the Rent Commencement Date, Tenant shall pay that Tenant's share of such tax bill (in accordance with the provisions of Section 6.1) allocable to the first Tax Year. Landlord may reasonably estimate the amount of the Real Estate Taxes for any Tax Year and Tenant agrees to pay one-twelfth (1/12) of such estimated amount on the first day of each month of the Term of this Lease. Landlord shall, upon receipt of the actual tax bill, provide a copy thereof to Tenant, and shall reimburse Tenant within thirty (30) days of receipt of such tax bill for the amount Tenant paid in excess of the tax bill, if any. Landlord shall promptly pay the Real Estate Taxes on or before any due date, providing Tenant with a copy of the paid tax bill.

7. **UTILITIES.** Commencing on the earlier of: a) Term Commencement Date, or b) the date Tenant is issued the building permit, or any permit for commencement of any work in or for the Premises, following receipt of the Initial Approvals, Tenant shall pay directly to the service provider for all electricity, gas/fuel for heat and hot water, sewer and water charges, and any other utilities which are currently available or to be installed at the Premises during the Term; Tenant shall open accounts with all applicable utility providers such as National Grid and Eversource. Landlord shall cooperate with Tenant in causing all such utility service accounts to be placed in Tenant's name. In no event shall Landlord be liable for failure to provide utility services when prevented from doing so due to (i) any accident, (ii) the making of repairs, alterations or improvements, (iii) labor difficulties, (iv) trouble in obtaining fuel, electricity, services or supplies from the sources from which they are usually obtained for the building in which the Premises are located, or (v) any other cause beyond the Landlord's control. In the event of any interruption of services, Tenant shall nevertheless be obligated to pay Rent in full and shall not be entitled to any abatement of Rent, unless such interruption of services was caused by the negligence of Landlord or any of its employees, agents, servants or contractors, including without limitation, failure to comply with the requirements of this Lease. There shall be no abatement of Rent for any disruption of utility services to the Premises. However, if Landlord, through its willful misconduct or gross negligence, causes a material disruption of utility services to the Premises and such lack or failure shall materially affect the utility of the Premises for the Permitted Use and shall continue for more than five (5) consecutive days, then from and after such fifth (5th) day, Rent shall be equitably abated and shall continue to be abated until the lack of service or failure to repair shall have been remedied.

8. **TENANT'S FINANCIAL CONDITION.** Tenant warrants and represents that all financial statements furnished to Landlord or Landlord's representatives by Tenant in connection with this Lease are true and correct with respect to the financial condition of Tenant as of the date set forth therein, and as of the Lease Commencement Date there has been no material adverse change in the financial condition of Tenant since the date of such statements. Upon Landlord's written request, no more than one (1) time in any twelve (12) month period, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, the most recent financial statements of Tenant, certified by Tenant as being true, accurate and complete in all material respects, provided, at Tenant's option, Landlord shall have executed and delivered to Tenant a confidentiality agreement provided by Tenant.

9. **USE OF THE PREMISES.** Tenant shall be permitted to use the Premises to

operate a non-profit education facility with educational training, family support services, temporary shelter housing units supported by Commonwealth of Massachusetts Housing Innovation Funds, and any use incidental thereto, and for all other uses permitted under applicable laws (the “Permitted Use”). The Premises shall be used for no other purpose whatsoever unless Tenant shall have first obtained Landlord’s prior written consent thereto, which consent shall not be unreasonably withheld.

10. COMPLIANCE WITH LAWS; PERMITS.

(a) Tenant shall not conduct any activity on the Premises, or make use thereof, which will be unlawful, improper, or contrary to any law or any municipal by law or ordinance in force in Newton, Massachusetts. Tenant, at its sole expense, shall comply with all rules, ordinances, orders, regulations and requirements of all governmental authorities now or hereafter in force, including without limitation the Americans With Disabilities Act, and shall not do nor permit anything to be done in or upon the Premises, or bring or keep anything therein, except as now or hereafter permitted by applicable law. Except for the “Parking Lot Resurfacing” (as defined below) and Landlord’s maintenance obligations set forth in Section 12 of this Lease, Tenant shall pay for any improvements or repairs to the Premises which are required for the Permitted Use, including, without limitation, improvements or repairs required by the City of Newton Fire Department, Board of Health and/or Inspectional Services departments. Notwithstanding the foregoing or any other provision of this Lease, however, Tenant shall not be responsible for compliance with any such laws, regulations, or the like requiring (a) structural repairs or modifications or any other capital improvements; or (b) repairs or modifications to the utility or building service equipment; or (c) installation of new building service equipment, such as fire detection or suppression equipment, unless such repairs, modifications, or installations shall be due to Tenant’s particular manner of use of the Premises.

(b) Tenant shall procure and pay for all licenses, permits or other approvals required for Tenant’s Permitted Use, including, without limitation, any other permits required by the Commonwealth of Massachusetts, City of Newton Inspectional Services Department, Board of Health and/or Fire Department, it being understood that the foregoing provisions shall not be construed to broaden in any way the Permitted Use of the Premises. If Tenant receives notice of any violation of law, ordinance, order, permit conditions or regulation applicable to the Premises or the use and maintenance thereof, Tenant shall give prompt written notice thereof to Landlord. Tenant shall have the right to contest the assertion by any governmental authority of the violation of any law, statute, code, ordinance, rule or regulation. Tenant hereby covenants and agrees to indemnify, defend, and hold Landlord harmless from and against any loss or damage, including reasonable counsel fees and related costs, to the extent resulting from any violation of any law, statute, code, ordinance, rule or regulation by Tenant or its agents or representatives or persons on the Premises at the invitation of Tenant during the Term.

(c) Notwithstanding anything to the contrary contained herein, Tenant’s obligations under this Lease are subject to Tenant obtaining the required Administrative Site Plan Review approval, and all other approval(s) Tenant reasonably deems are necessary and required for Tenant’s intended use of, and initial alterations and improvements to, the Premises (referred to,

collectively, as “**Initial Approvals**”). Tenant shall have up to sixty (60) days from the Lease Commencement Date to obtain the Initial Approvals (the “**Approval Deadline**”); provided, however, if despite having exercised commercially reasonable efforts, Tenant has not obtained the Initial Approvals by the end of the Approval Deadline, then, at Tenant’s sole option, Tenant shall have the right to extend the Approval Deadline for an additional thirty (30) calendar days by written notice to Landlord delivered no later than the expiration of the Initial Approval Deadline, in which case the Approval Deadline shall be so extended. If despite having exercised commercially reasonable efforts the Tenant has not obtained the Initial Approvals by the Approval Deadline, as may be extended as set forth above, then Tenant, in its sole and absolute discretion, shall have the right to terminate this Lease by written notice to Landlord, delivered on or before the applicable Approval Deadline, and at which time Landlord shall promptly return the Security Deposit to Tenant, and this Lease shall be deemed null and void and of no further force and effect, and except as expressly and specifically set forth herein, the parties shall have no further liability, responsibilities or obligations hereunder. Landlord shall use best efforts to cooperate with Tenant (i) in obtaining the Initial Approvals, including without limitation, cooperation with the development of the plans and obtaining neighborhood approvals, zoning variances, licenses and permits, making submissions to the City of Newton and Commonwealth of Massachusetts, and filing for the building permit, and (ii) in obtaining Tenant’s funding, including without limitation, any requirements from the Commonwealth of Massachusetts.

(d) Commencing on the Lease Commencement Date and continuing until the Approval Deadline, as may be extended as set forth herein, Tenant and its employees, agents, consultants, contractors and representatives shall have the right to enter upon the Premises to perform inspections, investigations and such other actions that Tenant deems necessary or appropriate, in connection with determining the suitability of the Premises for Tenant’s intended use and in connection with seeking the Initial Approvals, including without limitation, site investigation, field surveying, environmental testing, and all other actions deemed necessary by Tenant to determine the suitability of the Premises for Tenant’s intended use.

11. FIRE INSURANCE. Tenant shall not use nor permit any use of the Premises which will make voidable any insurance affecting the Premises or the Building, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. Tenant, on demand, shall reimburse Landlord for all commercially reasonable extra or increased insurance premiums caused by Tenant’s use of the Premises, including, without limitation, the Permitted Use.

12. MAINTENANCE OF PREMISES.

(a) Landlord shall, at its sole cost and expense, maintain, repair and replace in a good and workmanlike manner and in accordance with all regulations, ordinances and laws, the following (excepting damage caused by Tenant or Tenant’s contractors): (i) the roof of the Building, (ii) only the structural components of the Building, including without limitation, load-bearing elements of the foundation, floor slab, and load bearing walls; provided however, that Landlord shall not be responsible to make any structural changes to the Building based upon Tenant’s improvement specifications nor be required to repair any structural damage caused by

Tenant or Tenant's contractors, (iii) the paved surface of the existing parking lot area, (excluding any play areas for Tenant's use, lawn, landscaping, walkways, or other hardscapes, also excluding drainage and lighting), and (iii) the exterior walls of the Building (excluding windows), including without limitation, repointing of existing building walls for water sealant/tightness purposes. For the avoidance of doubt, Landlord shall not be required to install any new lighting, utilities or stormwater management systems or components. Except as set forth herein and for damages caused by the negligent act or omission or willful misconduct of Landlord, its agents, employees, or contractors, Landlord shall have no other obligations with respect to the repair and maintenance of the Premises. Landlord shall inspect the condition of the Building throughout the Term and shall supply reports of the same to Tenant.

(b) Subject to Landlord's obligations set forth in Section 12(a) above, commencing on the Term Commencement Date, Tenant shall, at its sole expense, maintain and repair the Building and the Premises, including without limitation, all mechanical, electrical, HVAC, plumbing and other building systems serving the Building and Premises. Tenant agrees to maintain the Premises in the same condition as the Premises are in as of the Term Commencement Date, reasonable wear and tear and damage by fire or casualty only excepted. Tenant shall be responsible for ice and snow removal and sanding of the Premises. Any equipment, machinery, or other mechanical device affixed, installed or placed on the exterior of the Building and within the Premises shall adhere to all applicable ordinances, rules and regulations, including without limitation the City of Newton noise ordinances. Tenant shall be required to install any and all applicable or required noise dampening or noise mitigation components required under applicable City of Newton ordinances or laws.

Tenant shall be responsible for any and all required upgrades to drainage, water and sewer lines and connections, landscaping, lighting, screening, fencing and any other similar exterior improvements as may be required by the City of Newton in connection with the Initial Approvals. Tenant shall not cut or damage any trees located within the Premises, including without limitation any trees that are located on or close to the property line of the Premises. Tenant shall be solely responsible to replace any trees located on or within the Premises that are damaged or killed by Tenant or its contractors, agents, or invitees.

(c) Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant is solely responsible for the proper removal and disposal of all trash from the Premises, extermination of insects or pests on the Premises, and for the removal of the snow, ice and debris from the walkways adjacent to the Premises. Tenant shall not interfere with the rights of others to use the walkways adjacent to the Premises.

(d) Tenant will not place on the exterior of exterior walls (including both interior and exterior surfaces of windows and doors) or on any part of the building in which the Premises are located, any signs, symbols, advertisement or the like visible to public view outside of the Premises without the prior consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that such sign, symbol or advertisement shall comply with all applicable laws, local ordinances and regulations.

(e) Tenant acknowledges that Landlord has no obligation to provide security to the Premises and that Tenant is responsible for providing security to the Premises and its own personnel to the extent required by Tenant. Tenant shall indemnify, defend with counsel reasonably satisfactory to Landlord, and save Landlord harmless from any claim for injury to person or damage to property asserted by any personnel, employee, guest, invitee or agent of Tenant which is suffered or occurs in or about the Premises by reason of the act of an intruder or any other person in or about the Premises, excepting only such injury as may arise from the willful misconduct or gross negligence of Landlord, its agents, employees or contractors.

(f) If Landlord shall fail to undertake any of its obligations under this Lease, Tenant shall thereupon be entitled to directly enforce Landlord's obligations hereunder against Landlord. Notwithstanding the foregoing, if Landlord fails to perform any maintenance or make any repairs to the Building for more than thirty (30) days (or such longer period provided Landlord shall diligently undertake to make such repairs) following written notice of such required repair from Tenant (although such notice shall not be required if there is an emergency), Tenant may make the required repairs and Landlord shall pay the reasonable out-of-pocket cost thereof to Tenant within thirty (30) days after receipt of invoice therefor or Tenant may deduct such costs from the next payments of Rent due hereunder. In addition, in the event Landlord is in default to its lender or any governmental agency which is not cured within thirty (30) days' notice to Landlord by Tenant, Tenant shall have the right, but not the obligation, to cure such default and Landlord shall pay the reasonable out-of-pocket cost thereof to Tenant within thirty (30) days after receipt of invoice therefor.

(g) Tenant, at Tenant's sole expense, shall initiate and carry out a program of regular maintenance and repair of the Premises and shall keep and maintain the Premises in a clean, safe, sanitary, and orderly condition in accordance with all laws, codes, ordinances, and regulations and of the requirements of any insurance underwriters, inspection bureaus or a similar agency designated by Landlord, including, without limitation, obtaining and maintaining, at Tenant's sole costs, service contracts with reputable, licensed mechanical contractors to carry out a program of regular maintenance and repair of the HVAC with routine inspections and servicing as recommended by the HVAC manufacturer and to maintain the kitchen facilities in good, clean and sanitary manner, and if Tenant is required to have a grease trap, the grease trap. From time to time, within five (5) days of Landlord's request, Tenant shall provide copies of such contracts to Landlord as well as copies of paid invoices or work orders confirming the work has been performed. Tenant shall notify Landlord of any major repair to the Premises that will affect the roof or the structure of the Building.

13. ACCEPTANCE OF PREMISES/ALTERATIONS-ADDITIONS.

(a) Except for the Parking Lot Resurfacing to be completed by Landlord, Tenant hereby accepts the Premises in their present "as is" condition and layout. Tenant may make structural and non-structural alterations to the Premises and the improvements to be completed by Tenant, as herein described (the "Initial Tenant Improvements"), provided that Landlord consents thereto in writing, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event shall Landlord's consent be required in connection with (i) Tenant's performance of interior, non-structural cosmetic alterations such as

carpeting, flooring, painting, and wallpaper and the installation or replacement of Tenant's trade fixtures, provided such costs do not exceed Five Hundred Thousand Dollars (\$500,000.00) in the aggregate, in any calendar year (the "**Alterations Cap**"), provided the Alterations Cap shall increase by 2% on January 1 of each calendar year, starting on January 1, 2025, and (ii) alterations and modifications to the security system at the Premises. Tenant shall obtain all necessary permits, licenses and approvals for any work to be performed by Tenant in or on the Premises. Subject to the terms of this Lease, all Tenant leasehold improvements to the Premises shall be at Tenant's sole cost and expense, in accordance with the provisions of this Section, and all such improvements shall be in quality at least equal to the present construction. All such alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of this Lease as provided herein and Tenant shall have no obligation to remove the same. Except for the Parking Lot Resurfacing, the TI Credit and Landlord's maintenance obligations set forth in this Lease, in no event shall Landlord have any obligation to construct or pay for any additional leasehold improvements to the Premises.

(b) Notwithstanding the foregoing, Tenant shall have the right to construct alterations and improvements generally consistent with the conceptual plans attached hereto as **Exhibit D** (the "**Conceptual Plans**"). In the event the final plans of the alterations and improvements that Tenant desires to construct in the Premises differ materially from the Conceptual Plans, such final plans shall be subject to Landlord's written approval, not to be unreasonably withheld, conditioned or delay; provided that for each day following the date Tenant requests Landlord's approval and prior to the date Landlord delivers its approval, the Approval Deadline shall be extended for one (1) day.

With respect to proposed alterations and improvements requiring Landlord's consent under the terms of this Lease, Tenant shall submit to Landlord for Landlord's approval all plans and specifications for Tenant's construction of such leasehold improvements, alterations or additions in or to any part of the Premises. Landlord shall review such plans and specifications as submitted within five (5) business days after the receipt thereof and shall notify Tenant if Landlord approves or disapproves such plans and specifications. If Landlord disapproves such plans, Landlord shall specify the reasons for its disapproval of any aspect of such plans. Tenant shall prepare any revisions to such plans and specifications which may be reasonably necessary as a result of Landlord's disapproval and complete and revise the same so that the plans are satisfactory to, and have been approved by, Landlord within two (2) business days after Tenant's submittal of revised plans and specifications. Landlord and Tenant shall initial the plans and specifications after the same have been submitted by Tenant and approved by Landlord. Landlord shall not be deemed unreasonable for withholding approval of any improvements, alterations or additions which materially adversely affect any structural, mechanical, plumbing, HVAC, electrical or exterior elements of the Building.

(c) All construction work in or on the Premises shall be performed in a good and workmanlike manner and in compliance with this Lease, the construction rules and regulations set forth on **Exhibit A** attached hereto, and all applicable laws and ordinances, regulations and orders of governmental authority and insurers of the building or the Premises. Before Tenant begins any work, it shall secure all licenses and permits necessary there for and shall cause each contractor to carry (i) workmen's compensation insurance in statutory amounts covering all the

contractor's and/or subcontractor's employees, (ii) commercial general liability insurance and (iii) property damage and/or builder's risk insurance, with limits of not less than \$2,000,000.00. Tenant shall deliver to Landlord certificates of all such insurance. Tenant agrees to pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection with its work to attach to the Premises or the building in which the Premises are located and to discharge immediately any such liens which may attach. Landlord may inspect the Tenant's work at any time. Tenant shall indemnify Landlord and hold Landlord harmless from and against any cost, claim, or liability arising from any work done by or at the direction of Tenant, excluding Landlord's negligence or willful misconduct.

14. ASSIGNMENT; SUBLEASING. Tenant shall not assign or sublet or otherwise transfer, voluntarily or involuntarily, the whole or any part of the Premises or this Lease, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

With respect to any proposed assignment or transfer of this Lease or the ownership interests in Tenant, or a sublease of all or part of the Premises, Tenant shall provide to Landlord written notice of the terms of any proposed assignment, sublease or other transfer, and such other financial and credit information regarding the assignee, sublessee or transferee as Landlord shall require and Tenant shall pay all reasonable legal and other fees (including without limitation fees incurred by Landlord's mortgagee and mortgagee's legal counsel to the extent Landlord is required to reimburse Landlord's mortgagee for such fees) which are incurred by Landlord in connection with reviewing and approving such transfer in an amount not to exceed Ten Thousand and No/100ths Dollars (\$10,000.00). Further, notwithstanding any consent of Landlord to an assignment, sublease or other transfer, Tenant shall remain fully liable to Landlord for the payment of all Rent and for the full performance of the covenants and conditions of this Lease for the remainder of the current term. It shall also be a condition of the validity of the assignment that the assignee agrees directly with Landlord, in form reasonably satisfactory to Landlord, to perform and/or satisfy all obligations of Tenant under this Lease. The acceptance by Landlord of the payment of Rent shall not be deemed to be consent by Landlord to any such assignment, sublease or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord, unless Landlord has consented to the assignment in writing.

Notwithstanding anything to the contrary contained in this Lease, Tenant may, without Landlord's prior written consent, but upon notice to Landlord, sublet all or any portion of the Premises or assign Tenant's interest in this Lease to: (a) a subsidiary, affiliate, parent or other entity to Tenant which controls, is controlled by, or is under common control with, Tenant; (b) a successor entity to Tenant resulting from merger, consolidation, non-bankruptcy reorganization, or government action; or (c) a purchaser of all or any significant portion of Tenant's assets. Transfers of beneficial interests in Tenant shall not constitute "assignments" under this Lease.

For the avoidance of doubt, Tenant shall have the right to operate and provide services on the Premises consistent with its programing as permitted by the Commonwealth of Massachusetts and the City of Newton, and Landlord shall have no approval rights in connection

therewith.

If Tenant sublets the Premises or any portion thereof, Tenant shall pay to Landlord as Additional Rent fifty percent (50%) of the amount, if any, by which any and all compensation received by Tenant as a result of such sublet, net only of reasonable expenses actually incurred by Tenant in connection with such sublet for brokerage commissions, rental concessions, improvement expenses and allowances, exceeds the portion of the Base Rent and Additional Rent allocable to the portion of the Premises subject to such subletting. Such payments shall be made within five (5) days of the date the corresponding payments under this Lease are due. Notwithstanding the foregoing, the provisions of this Section shall impose no obligation on Landlord to consent to an assignment of this Lease or a subletting of all or a portion of the Premises.

15. RIGHTS OF MORTGAGEES.

(a) **Subordination of Lease.** Subject to Landlord obtaining a subordination, non-disturbance and attornment agreement in form and substance satisfactory to Tenant, this Lease shall be subordinate to any mortgage or to any other voluntary lien or encumbrance affecting the Premises or the Building, whether now existing or hereafter granted. Any mortgagee shall have the right, at its option, to subordinate its mortgage to this Lease, in whole or in part, by recording a unilateral declaration to such effect; provided however, that such mortgagee agrees that so long as Tenant is not in default beyond any applicable cure period, Tenant's rights hereunder shall not be disturbed. Within fifteen (15) business days of receipt of written notice from Tenant, Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement (the "SNDA") in the form attached hereto as **Exhibit F** (the "**Form of SNDA**"), executed by Landlord and the existing holder(s) of all mortgages on all or any portion of the Premises. In the event the SNDA has not been recorded in the official records of the county in which the Premises is located on or before the date that is thirty (30) days after the Term Commencement Date, in addition to all other remedies, Tenant shall have the right to terminate this Lease upon written notice to Landlord.

(b) **Estoppel Certificate.** Landlord and Tenant each agree, at any time and from time to time, within ten (10) business days' after written request by the other party, to execute, acknowledge and deliver to such party a statement in writing certifying: that this Lease is presently in full force and effect and unmodified except as may be indicated, with a true and correct copy of the Lease and any and all amendments and side agreements, if any, attached; the commencement and expiration dates of the Term; that Tenant has accepted possession of the Premises except as may be indicated; any improvements required by the terms of this Lease to be made by the delivering party have been completed to the satisfaction of providing party except as may be indicated; that no rent under the Lease has been paid more than thirty (30) days in advance of its due date (except for security deposits, if any, in a specified amount); that the addresses for notices to be sent to the delivering party is as set forth in the Lease or as specified in such certificate; that Tenant as of the date of executing the certificate has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due there under except as may be indicated; that, to the best of the delivering party's knowledge, the other party is not in default of its obligations under this Lease, except as may be indicated; any other

reasonable statements requested by the party requesting such certificate.

(c) **Tenant's Right to Mortgage.** Notwithstanding anything to the contrary contained herein, Tenant shall have the right at any time during the Term of this Lease to enter into and record a mortgage or other security interest against the Tenant's leasehold interest in the Premises, which shall exclude the Security Deposit, (each, a "**Leasehold Mortgage**") to lenders (each, a "**Leasehold Mortgagee**") and, in connection therewith, to collaterally assign this Lease to such Leasehold Mortgagees.

(d) **Consent Required for Termination and Amendments.** No cancellation, surrender or modification of this Lease by agreement between Landlord and Tenant shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee. No exercise by Tenant of a right under this Lease to terminate this Lease (whether as a result of a default of Tenant or otherwise) shall be effective without the prior written consent of each Leasehold Mortgagee.

(e) **Default Notice.** Landlord, upon providing Tenant with any notice of (i) default under this Lease, or (ii) a termination of this Lease or intent to terminate this Lease, shall at the same time provide a copy of such notice to every Leasehold Mortgagee of whom it has knowledge pursuant to notice from Tenant. From and after such notice has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus, in each instance, the additional periods of time specified in clauses (f) and (g) below to commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such payment or performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes any and each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Leasehold Mortgagee for such purpose.

(f) **Notice to Leasehold Mortgagee.** Anything contained in this Lease to the contrary notwithstanding, except as otherwise set forth in clause (e) above, upon any Event of Default identified in Section 20 herein, Landlord shall have no right to terminate this Lease unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify every Leasehold Mortgagee, the names and addresses of which it has been duly apprised by Tenant, of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least forty-five (45) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of clause (g) shall apply if, during such thirty (30) or forty-five (45)-day notice period, any Leasehold Mortgagee:

(i) notifies Landlord of such Leasehold Mortgagee's desire to nullify such notice; and

(ii) pays or causes to be paid all Rent and other payments then due and in arrears as specified in the notice given to such Leasehold Mortgagees and which may become due during

such thirty (30) or forty-five (45)-day period, and

(iii) complies or in good faith, with reasonable efforts, commences to comply with all nonmonetary requirements of this Lease then in default and, except as provided in the following sentence, reasonably susceptible of being complied with by such Leasehold Mortgagee.

No Leasehold Mortgagee shall be required during such thirty (30) or forty-five (45)-day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is junior in priority to the lien of the mortgage held by such Leasehold Mortgagee.

(g) **Procedure on Default.** If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by clause (f) above and the Leasehold Mortgagee has agreed to take the Premises subject to the restrictions in this Lease and has assumed all of Tenant's obligations, the specified date for termination of this Lease as fixed by Landlord in its notice given pursuant to clause (f) shall be extended for a period of six months provided that such Leasehold Mortgagee shall, during such six-month period:

i. pay or cause to be paid, the Rent and any other monetary obligations of Tenant under this Lease, as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease excepting (i) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is junior in priority to the lien of the mortgage held by such Leasehold Mortgagee, and (ii) past nonmonetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee; and

ii. except to the extent enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of such Leasehold Mortgagee's mortgage or other appropriate means and prosecute the same to completion with reasonable efforts.

(h) **Extension of Cure Period.** If at the end of the six-month period specified in clause (g) above, such Leasehold Mortgagee is complying with clause (g)(i), this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of its Leasehold Mortgage or by other appropriate means with reasonable efforts. Nothing in this Section 15, however, shall be construed to extend this Lease beyond the Term. If a Leasehold Mortgagee is complying with clause (g) above, upon the acquisition of Tenant's interest in this Lease by such Leasehold Mortgagee or its designee, or any other purchaser at a foreclosure sale or otherwise and the discharge, by operation of law or otherwise, of any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is junior in priority to the lien of the mortgage held by such Leasehold Mortgagee and which Tenant is obligated to satisfy and discharge by the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(i) **Assumption of Tenant's Obligations.** For purposes of this Section 15, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or Tenant's interest created hereby, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Tenant's interests under this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but a Leasehold Mortgagee may become the holder of Tenant's leasehold estate and succeed to Tenant's interest in this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and any purchaser at any sale of Tenant's interest under this Lease in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Tenant's interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder, but only for so long as such purchaser or assignee is the owner of Tenant's interest in this Lease.

(j) **Noncurable Defaults; New Lease.** Nothing in this Section 15 shall require any Leasehold Mortgagee or its designee as a condition to the exercise of rights provided under this Section 15 to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee. The foregoing shall not be deemed to excuse a Leasehold Mortgagee from performing covenants relating to the condition of improvements on the Premises or other similar matters requiring access to and/or control of the Premises from and after such time as such Leasehold Mortgagee acquires Tenant's interest in this Lease by foreclosure or otherwise. Notwithstanding the foregoing, if this Lease terminates for any reason other than expiration of the term (including, without limitation, rejection or deemed rejection in bankruptcy, or the senior Leasehold Mortgagee's inability to cure a default or attempted surrender of this Lease by Tenant), Landlord shall, promptly upon the senior Leasehold Mortgagee's request, enter into a new Lease with the senior Leasehold Mortgagee or its nominee on the same terms and conditions as this Lease, and with the same priority.

(k) **No Merger.** So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner, other than by termination of this Lease by Landlord in compliance with the provisions of this Section 15.

(l) **Foreclosing Leasehold Mortgagee Assignment.** Landlord's consent shall not be required to any assignment following the senior Leasehold Mortgagee's acquisition of Tenant's interest in the Premises through foreclosure or exercise of remedies in lieu of foreclosure, provided, however, any such assignment shall be subject to the terms of this Lease.

(m) **Landlord's Fee to Remain Unsubordinated.** Landlord and Tenant expressly acknowledge and agree that Landlord shall have no obligation under this Lease or otherwise to subordinate fee title of the Landlord in Premises or any rights of the Landlord in this Lease to the leasehold estate of the Tenant created by this Lease or to join any such mortgage or encumbrance or otherwise in any manner subordinate the fee title of the Landlord in and to the Premises or

interest of the Landlord under this Lease.

(n) **Sale of Premises.** In the event of any sale or conveyance of the Premises by Landlord, any such sale or conveyance of all or any part of the Premises shall be subject to this Lease and all of the provisions hereof.

16. LANDLORD'S ACCESS/RIGHT OF ENTRY. Landlord or the agents of Landlord may, at reasonable times, upon forty-eight (48) hours' prior notice to Tenant, enter to inspect the Premises or to make such repairs or alterations as Landlord is required to perform under the terms of this Lease; provided, Tenant shall have the right to escort Landlord and agents of Landlord at all times Landlord and agents of Landlord are on the Premises. Such right of access shall include, without limitation, the right to (i) perform Landlord's maintenance obligations set forth in this Lease, (ii) inspect the Premises or show the Premises prospective lessees or purchasers or lenders, and (iii) remove placards and signs not approved and affixed as herein provided. Landlord's right of access to the Premises shall not unreasonably interfere with or interrupt Tenant's use and enjoyment of the Premises. At any time within six (6) months prior to the expiration of the Term, Landlord may affix to any suitable part of the Premises a notice for Leasing or selling the Premises (and/or the Building) and keep the same so affixed without hindrance or molestation. Notwithstanding the foregoing, in the event of emergency, Landlord shall have the right to enter the Premises immediately and without notice to inspect the Premises and make repairs.

17. INDEMNIFICATION AND LIABILITY. To the maximum extent permitted by law, Tenant hereby indemnifies and covenants to hold harmless Landlord and its members, managers, officers, directors, agents and employees (collectively, the "Indemnitees"), from and against any and all losses, costs, damages, expenses, claims and liabilities (including but not limited to reasonable attorneys' fees) any asserted by or on behalf of any person, firm, corporation, public authority or other entity:

(i) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Premises on account of or based upon the negligent act, omission, fault, negligence or misconduct of Tenant or its agents or employees;

(ii) on account of or based upon any injury to person, or loss of or damage to property, sustained or occurring in or about the Premises and arising out of the use or occupancy of the Premises by Tenant or by any person claiming by, through or under Tenant, and caused by the negligent act, omission, fault, negligence or misconduct of Tenant or its agents or employees; and

(iii) on account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) on the Premises during the Term of this Lease.

This Section 17 does not override the waiver of subrogation contained in Section 25 of this Lease.

Tenant shall not generate, store, release, transport, dispose of or otherwise handle any substance, waste or material deemed hazardous, toxic or a contaminant under any federal, state or local statute, law, ordinance, rule or regulation, order or decision (hereinafter, any "**Hazardous Substance**") except for customary office supplies and cleaning materials, but always in compliance with all applicable laws. Tenant shall defend, indemnify and hold harmless Landlord and any mortgagee of Landlord from and against any and all liability, loss, cost, or expense, including without limitation, reasonable attorneys' fees, consultants' fees and clean-up costs, arising from the introduction by Tenant of any Hazardous Substance on the Premises and arising out of the generation, storage, release, transportation, disposal or other handling of any Hazardous Substance at the Premises by Tenant, its employees, invitees, contractors or agents, and, notwithstanding any other provision to the contrary, including, without limiting the generality of the foregoing, any release of Hazardous Substances from the Premises as a result of an uninsured casualty occurring at the Premises which is solely caused by Tenant, its employees, agents, contractors or invitees. This indemnification shall survive the termination of the Lease.

Notwithstanding anything to the contrary contained herein, Landlord hereby agrees to defend, indemnify and hold Tenant harmless from and against any and all loss, cost, damage, claim or expense (including legal fees) incurred in connection with or arising out of or relating in any way to the presence of hazardous or toxic materials or oil as of the Lease Commencement Date in, on, under or around the Premises. Landlord represents and warrants to Tenant that Landlord has delivered to Tenant all environmental reports in Landlord's possession with respect to the Premises.

Tenant agrees to use and occupy the Premises at Tenant's sole risk, and to the fullest extent permitted by law, Landlord shall have no responsibility or liability for any loss or damage to Tenant's property or any person claiming by, through or under Tenant unless such loss or damage is caused by the gross negligence or willful misconduct of Landlord.

Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant ever be liable to the other party for any indirect, special or consequential damages under any provision of this Lease.

18. TENANT'S LIABILITY AND PROPERTY INSURANCE. Tenant shall maintain in full force, from the date upon which Tenant first enters the Premises for any reason, with respect to the Premises, comprehensive public liability insurance written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, in companies with a financial strength rating of A or better as determined by A.M. Best Company and qualified to do business in Massachusetts and in good standing therein insuring Landlord as well as Tenant against injury to persons or damage to property as provided. Tenant shall deposit with the Landlord certificates for such insurance at prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled or amended without at least twenty (20) days' prior written notice or ten (10) days' prior notice for non-payment of premium, to each assured named therein. Landlord shall have the right from time to time to require reasonable modifications to the policy or policies or to require a reasonable increase in such

minimum limits upon reasonable advance written notice to Tenant, provided that any such increase or modifications shall provide coverage of a nature and in amounts similar to coverage on like properties in the area, as reasonably determined by Landlord. Notwithstanding anything to the contrary contained herein, Tenant may satisfy its insurance requirements hereunder via an umbrella policy.

Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying or using adjoining premises, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, except that to the extent required by applicable Massachusetts law or as otherwise set forth herein. Notwithstanding anything to the contrary contained herein, the foregoing shall not exculpate Landlord from its own negligent acts or omissions.

Landlord shall maintain during the term of this Lease risk of physical loss coverage and general liability insurance coverage for the Premises, consistent with that maintained from time to time by reasonably prudent owners of similar properties in the Newton area, including, without limitation, insurance against loss or damage with respect to the Building on an "all risk" or equivalent type insurance form, with customary exceptions, subject to such deductibles and self-insured retentions as Landlord may determine, in an amount equal to at least the replacement value of the Building. Landlord shall also maintain such insurance with respect to any improvements, alterations, and fixtures made or installed by or on behalf of Tenant located at the Premises to the extent paid for by Landlord, if any, (collectively, "**Landlord Insured Items**"). Landlord shall provide Tenant with written notice, at least thirty (30) days prior to the date due by Tenant, of the amount of such insurance and all other insurance policies applicable to the Premises commercially reasonably carried by Landlord and the commercially reasonable cost of such insurance shall be paid by Tenant as Additional Rent in equal monthly installments on the first date of each month. Such Insurance shall be maintained with an insurance company reasonably selected by Landlord. Payment for losses thereunder shall be made solely to Landlord.

19. FIRE, CASUALTY, EMINENT DOMAIN. Should a substantial portion of the Premises or the building of which the Premises are a part be substantially damaged by fire or other casualty, or a substantial portion of the Premises be taken by eminent domain, Landlord may elect to terminate this Lease by providing notice to Tenant within thirty (30) days of such damage or taking. When such fire, casualty, or taking renders the Premises substantially unsuitable for the Permitted Use, a just and proportionate abatement of Rent shall be made for the period in which, by reason of such damage, there is interference with Tenant's use of the Premises, and Tenant may elect to terminate this Lease if: (i) Landlord fails to give written notice within thirty (30) days after the date of casualty of its intention to restore Premises; or (ii) Landlord fails to commence restorations within forty-five (45) days after the date of the casualty or fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days after the date of said fire, casualty or taking. If during the term of this Lease, there shall be partial damage to the Premises or Building by fire or other casualty or taking, Landlord shall promptly proceed to restore the Premises to its condition prior to such event, and restoration shall be complete as soon as reasonably possible, but in any event, within two

hundred seventy (270) days. "Substantial damage" shall be deemed to mean damage which cannot in the ordinary course be expected to be repaired in two hundred seventy (270) days and "partial damage" shall be deemed to mean damage which can reasonably be expected to be repaired within less than two hundred seventy (270) days.

Within thirty (30) days after notice to Landlord of any damage described in this Section 19, Landlord shall deliver to Tenant a statement prepared by a contractor setting forth such contractor's estimate as to the time required to repair such damage. If the estimated time period exceeds one hundred twenty (120) days from the date of such statement, Tenant may elect to terminate this Lease by notice to Landlord not later than fifteen (15) days following receipt of such statement. If Tenant makes such election, the Term shall expire upon the thirtieth (30th) day after notice of such election is given by Tenant, and Tenant shall vacate the Premises and surrender the same to Landlord on or before the date of such expiration. If Tenant shall not have elected to terminate this Lease pursuant to this Section 19 (or is not entitled to terminate this Lease pursuant to this Section 19), the damage shall be diligently repaired by and at the expense of Landlord in accordance with the provisions of this Section 19.

Landlord reserves, and Tenant grants to Landlord, all rights which Tenant may have for damages or injury to the Premises for any taking by condemnation or eminent domain, except for damage to Tenant's fixtures, property, equipment, and tenant improvements constructed at Tenant's cost and expense for which Tenant may seek a separate award from the applicable taking authority or Tenant's insurer but not from Landlord or Landlord's insurer. Tenant acknowledges and agrees that Tenant shall be solely responsible to insure its fixtures, property, equipment, and tenant improvements constructed at Tenant's cost and expense and Tenant shall be entitled to retain such insurance proceeds, except Tenant shall provide such proceeds attributable to the tenant improvements to Landlord to the extent Landlord is required to restore such tenant improvements in accordance with this Section 19. In no event shall Landlord have any obligation to make any repairs or perform any restoration work under this Section 19 if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, the requirements of any applicable laws, codes, ordinances, rules or regulations, or in the event of damage to or destruction of any portion of the building which is not fully covered by the insurance proceeds received by the Landlord or in the event that any portion of the insurance proceeds must be paid over to or are retained by the holder of any mortgage affecting the Premises, and in such events Landlord may terminate this Lease by written notice to the Tenant, given within thirty (30) days after the date of notice to Landlord that said damage or destruction is not covered by insurance or that Landlord's mortgagee will not permit the use of proceeds for repairs and/or restorations. Further, Landlord shall not be obligated to make any repairs or perform any restoration work to any fixtures in or portions of the Premises or surrounding areas which are not the property of Landlord.

If any portion of the Premises or access thereto as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain, Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. If either party

shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

20. DEFAULT AND BANKRUPTCY

- (a) In the event (each an “**Event of Default**”) that:
 - (i) Tenant shall fail to pay any installment of Rent on the date such payment is due and payable, or within five (5) days following Tenant’s receipt of written notice of Landlord notifying Tenant of Tenant’s failure to pay such Rent when due under this Lease but in no event more than twice per calendar year (all applicable late fees set forth herein shall apply); or
 - (ii) Tenant shall fail to perform or observe any other covenants, agreements, or obligations hereunder and such failure shall not be corrected within thirty (30) days after written notice thereof from Landlord, or, in the case of non-monetary defaults which are not reasonably susceptible to being cured within thirty (30) days, within such longer period as may be reasonable, provided that Tenant promptly commences and diligently pursues such cure to completion, or in the event of a condition which threatens the safety or security of the Premises, Tenant fails to commence to correct within such shorter time as is reasonable; or
 - (iii) Tenant shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Tenant’s property for the benefit of creditors or any receiver or trustee is appointed for all or any portion of Tenant’s property or any involuntary or voluntary proceedings are begun under any bankruptcy or similar laws reorganized or arrangements to settle, satisfy or extend payment of debts and the same are not dismissed within sixty (60) days; or
 - (iv) Tenant’s interest in or under this Lease shall be taken by execution or other process of law or devolve upon or pass to another person or entity by operation of law, except as otherwise permitted under this Lease; or
 - (v) Tenant abandons the Premises for a period in excess of 60 days (provided that Tenant vacating the Premises shall not be deemed an abandonment of the Premises if Tenant maintains the Premises and performs its other obligations under this Lease).

then, Landlord shall have the right immediately or at any time thereafter, while such Event of Default continues, to declare the term of this Lease ended, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Further, Landlord, without notice, may enter the Premises either by summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same in accordance with applicable law.

- (b) In the event that this Lease is terminated under any of the provisions contained in

Section 20(a), Tenant covenants and agrees forthwith to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term. Notwithstanding the foregoing, in the event the Premises are relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord upon reletting, after deduction of all commercially reasonable expenses incurred in connection with reletting the Premises (including, without limitation, remodeling costs, attorneys' fees, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by Landlord after reletting shall first be applied against Landlord's reasonable expenses, until the same are recovered, and until such recovery, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by Landlord as have not previously been applied shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount therefore shall be payable by Tenant. Further, amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing prior to such period; nor shall any credit of any kind be due for any period after the date when the term of this Lease is scheduled to expire according to its terms.

(c) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for. Further, nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(d) Even though Tenant has breached the Lease, the Lease shall continue in effect for so long as Landlord does not terminate Tenant's right of possession as described above, and Landlord may enforce all of its rights and remedies under the Lease, including without limitation, the right to receive Rent as it becomes due. If Tenant shall default in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, Landlord, after ten (10) days' written notice to Tenant of such default, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the

payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred, with interest at the rate of twelve percent (12%) per annum and costs, shall be paid to Landlord by the Tenant as additional rent.

(e) In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions hereof, be revived, and no stay or other proceeding shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions hereof or prevent the Landlord from regaining possession of the Premises thereupon.

(f) In no event shall the Landlord be in default in the performance of any of Landlord's obligations hereunder unless and until (i) Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default provided Landlord promptly commences and diligently pursues such corrections or, (ii) in the event of a condition which threatens the safety or security of the Premises or the Property on which the Premises are located or the occupants thereof, and Landlord shall have failed to commence to correct and correct such condition within such shorter time as is reasonable, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to the holder of any mortgage, deed of trust or ground lease (of which Tenant has been given written notice in advance, at such holder's last address furnished Tenant) and until thirty (30) days shall have elapsed following the delivery of such notice, during which period such holder shall have the right, but shall not be obligated, to remedy such act or omission.

(g) Landlord shall use commercially reasonable efforts to mitigate its damages and relet the property upon Tenant's default.

21. NOTICE. Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof shall be deemed duly served if hand delivered or sent by nationally recognized overnight delivery service or by certified mail, return receipt requested, postage prepaid, addressed to Tenant at the Office of the President, FamilyAid, 3815 Washington Street Suite 3, Boston, MA 02130, or to such other address as Tenant may from time to time advise in writing to Landlord. Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof shall be deemed duly served if hand delivered to Landlord or sent by nationally recognized overnight delivery service or by certified mail, return receipt requested, postage prepaid, addressed to Landlord at its address set forth in Section 1 of this Lease, or such other address as Landlord may from time to time advise in writing, with a courtesy copy to Laurance S.L. Lee, Esq. Rosenberg, Freedman & Lee LLP, 246 Walnut Street, Suite 201, Newton, MA 02460.

22. SURRENDER. Tenant shall at the expiration or other termination of this Lease remove all of Tenant's personal property, goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by Tenant, either inside or outside the Premises). Tenant shall deliver to Landlord the Premises

and all keys, locks and fixtures, and all alterations and additions made to or upon the Premises, in there as is where is condition. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public sale, with notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. Notwithstanding anything to the contrary contained herein, Tenant shall have no obligation to remove the Initial Tenant Improvements, or any other alteration or improvement performed by Tenant hereunder which were approved by Landlord or which did not require Landlord's consent under the provisions of this Lease. Tenant shall remove all personal belongings, personal property and trash, and shall leave the Premises in an orderly manner.

Tenant recognizes that, incident to consummating a new lease for the Premises demised hereunder, Landlord may be required to guaranty delivery of possession to the new occupant promptly upon the expiration or earlier termination of this Lease. Accordingly, Tenant specifically agrees to remove all of its goods and effects and to deliver full possession of the Premises to Landlord not later than the date of the expiration or earlier termination hereof in order to avoid substantial harm to Landlord and Tenant agrees that Landlord shall have all remedies available at law or in equity for Tenant's failure so to do. Tenant shall be liable for all damages and/or losses incurred by Landlord as a result of any holding over by Tenant for more than thirty (30) days after the expiration or earlier termination of the Term of this Lease.

In addition to all such remedies, Tenant further agrees that if Tenant retains possession of the Premises (or any portion thereof) after the termination of this Lease, then such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease shall be applicable during such holdover period, except that Tenant shall pay to Landlord, upon demand, Rent for the holdover period equal to one hundred fifty percent (150%) of the highest monthly Rent in effect during the Term and Tenant's obligation to pay utilities and all other amounts due under this Lease shall continue. Tenant also shall reimburse Landlord upon demand all costs and expenses actually incurred by Landlord under the Lease due to such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided and this paragraph shall not be construed as consent for Tenant to retain possession of the Premises. Nothing herein shall limit any of Landlord's rights or Tenant's obligations arising from Tenant's failure to vacate the Premises (or any portion thereof), including, without limitation, Landlord's right to repossess the Premises and remove Tenant therefrom and Tenant's reimbursement obligation set forth above.

23. BROKER. Except for Ali Cavanaugh of Newmark with an address of 225 Franklin Street, Boston, Massachusetts (the "**Broker**"), Landlord and Tenant represent and warrant to each other that they have not dealt with any broker in connection with this transaction. Tenant hereby indemnifies Landlord from and against all claims, liabilities, costs and expenses incurred as a result of any breach of the foregoing representation by Tenant and any claims for commission by any third parties arising from the acts or conduct of Tenant, and Landlord hereby indemnifies Tenant from against all claims, liabilities, costs and expenses incurred as a result of

any breach of the foregoing representation by Landlord and any claims for commission by any third parties arising from any acts or conduct of Landlord. Landlord agrees to pay the brokerage commissions due under this Lease to the Broker under a separate agreement between them.

24. QUIET ENJOYMENT. Tenant shall, upon paying the Rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold the Premises without hindrance or molestation by any person or persons lawfully claiming by, through or under, Landlord, subject, however, to the terms of this Lease. It is understood and agreed that this covenant and any covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder.

25. WAIVER OF SUBROGATION. Landlord and Tenant hereby release each other, to the extent of their respective insurance coverages, from any and all liability for any loss or damage caused by fire, any of the extended coverage casualties, or other casualties insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the party benefited by the release of its agents, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies of fire, extended coverage and other insurance, maintained by the releasing party are in force. To the extent that Tenant is a self-insurer with respect to its personal property, Tenant shall make no claims against Landlord for any damage to said property, regardless of the cause.

26. NO WAIVER. No assent, express or implied, by Landlord or Tenant to any breach of any agreement or condition herein contained on the part of the other party to be performed or observed, and no waiver, express or implied, of any such agreement or condition shall be deemed to be a waiver of an assent to any succeeding breach of the same or any other agreement or condition; the acceptance by Landlord of Rent or acceptance by Landlord or Tenant of other payment hereunder, or silence by Landlord or Tenant as to any breach, shall not be construed as waiving any of Landlord's or Tenant's rights hereunder unless such waiver shall be in writing. No acceptance by Landlord of a lesser sum than the monthly Rent or acceptance by Landlord or Tenant of lesser sum of any other charge than dues shall be deemed to be other than on account of the earliest installment of such rent or charge dues, nor shall any endorsement or statement on any check or any charge be deemed an accord and satisfaction, and Landlord and Tenant may accept such check or payment without prejudice to Landlord's or Tenant's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

27. RIGHT TO PERFORM TENANT'S COVENANTS. Tenant covenants and agrees that, if it shall, at any time, fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, and Tenant fails to cure within the time periods set forth in Section 20 or in the event no time period is specified therein, within thirty (30) days, or in the event the performance of such act(s) (excluding therefrom any payment obligation) cannot be cured within thirty (30) days, despite due diligence, or such shorter time as Landlord reasonably deems necessary in the event of an emergency, Landlord, in its sole discretion, may make any payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may

reasonably deem necessary, and in exercising any such rights, Landlord may pay reasonable necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. The making of any such payment or the performing of any other act by Landlord pursuant to this Section shall not waive, or release Tenant from, any obligations of Tenant pursuant to this Lease. All reasonable sums so paid by Landlord and all reasonably necessary and incidental costs and expenses in connection with the performance of any such act by Landlord shall, except as otherwise in this Lease expressly provided, be payable to Landlord within thirty (30) days after Landlord presents an invoice (with backup materials) to Tenant, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

28. LIMITATION OF LANDLORD'S LIABILITY. The obligations of Landlord hereunder shall be binding upon Landlord and each succeeding owner of Landlord's interest hereunder only during the period of such ownership and Landlord and each succeeding owner shall have no liability whatsoever except for its obligations during each such respective period. Tenant hereby agrees for itself and each succeeding holder of Tenant's interest, or any portion thereof, hereunder, that any judgement, decree or award obtained against Landlord or any succeeding owner of Landlord's interest, which is in any manner related to this Lease, the Premises or Tenant's use and occupancy of the Premises or the common areas of the building or property on which the Premises are located, whether at law or in equity, shall be satisfied out of Landlord, or any succeeding owner, for satisfaction. None of Landlord's partners, managers, directors, officers, shareholders, employees, members, beneficiaries or their successors or assigns shall ever have any personal liability hereunder. The foregoing limitation shall not operate to bar Tenant from seeking injunctive or other equitable relief from a court of competent jurisdiction. In no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages suffered by Tenant from whatever cause, including, without limitation, loss of profits, loss of opportunities or loss of use.

29. LEGAL FEES AND EXPENSES. Unless prohibited by applicable law, each party agrees to pay to the other the amount of all reasonable legal fees and expenses incurred which arise out of or result from any breach by such party of its respective obligations hereunder. If litigation is commenced with respect to any alleged default under this Lease, the prevailing party in such litigation shall receive, in addition to such prevailing party's damages incurred, such sum as the court shall determine as its reasonable attorneys' fees, and all costs and expenses incurred in connection therewith.

30. WAIVER OF TRIAL BY JURY. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by the parties hereto on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage, and any emergency, summary or statutory remedy.

31. APPLICABLE LAW; MISCELLANEOUS. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If any of the

terms of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of any such terms to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

32. ENTIRE AGREEMENT; NOTICE OF LEASE. This Lease together with any exhibits referred to herein, if any, sets forth the entire agreement between the parties hereto and cannot be modified or amended, except in writing duly executed by the respective parties. The captions and/or head notes throughout this Lease are for convenience of reference only and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease. This Lease is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy.

Each of Landlord and Tenant agree not to record this Lease, but each party hereto agrees, on the request of the other, to execute a so-called Notice of Lease or short form lease in form recordable and complying with applicable law and reasonably satisfactory to Landlord and Tenant. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. Simultaneously with the execution of this Lease, the parties shall execute a Notice of Lease in the form attached hereto as **Exhibit E** (the "**Form of Notice of Lease**") which Notice of Lease shall be recorded in the official records of the county in which the Premises is located.

33. EXECUTION/AUTHORITY. Any signature of Landlord or Tenant upon this Lease which is transmitted as a facsimile or as a scanned document or image (including, without limitation, in any ".pdf", ".jpg", ".tiff", ".bmp", ".png", ".gif" and/or any other electronically-formatted image and/or document) shall be deemed a valid and binding signature of such party with the same effect as if a manually signed original signature of such party. Each of the persons executing this instrument hereby covenants, represents and warrants that he or she, as the case may be, has been duly authorized and directed to so execute and deliver this Lease. Landlord hereby covenants, represents and warrants that it has obtained all approvals and consents necessary to enter into this Lease, including without limitation, consent of the holder of any existing mortgage or any other voluntary lien or encumbrance affecting the Premises or the Building.

34. REMEDIES CUMULATIVE. To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Landlord or Tenant now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of such rights, powers and remedies shall not preclude the simultaneous or subsequent exercise by Landlord or Tenant of any or all of such

other rights, powers and remedies.

35. **RIGHT OF FIRST OFFER.** Provided there is not an Event of Default by Tenant at the time of closing of the purchase, Landlord hereby grants to Tenant, a right of first offer (the “**ROFO**”) to purchase the Premises if, as and when Landlord intends to sell the Premises to a third party. Landlord shall provide written notice to Tenant in accordance with the provisions of this Lease (“**ROFO Offer Notice**”), in advance of Landlord placing the Premises on the market for sale, said notice to include a firm written Offer to Sell setting forth the purchase price that Landlord intends to offer the Premises to third parties and all other material business terms upon which Landlord is willing to sell the Premises (collectively, the “**Offer Terms**”). Tenant shall have twenty (20) business days to notify Landlord in writing of its election to purchase the Premises (the “**Acceptance Notice**”) on the Offer Terms, minus the amount of that portion of the TI Credit that has not yet been applied as a credit to Rent due hereunder. In the event that Tenant elects to purchase the Premises, Tenant and Landlord shall execute a mutually acceptable Purchase and Sale Agreement within thirty (30) calendar days immediately following Tenant’s election to purchase, which shall include a mutually acceptable closing date but shall not be later than 30 days following the signing of the Purchase and Sale Agreement, and shall allow Tenant to assign its rights thereunder to an entity for the benefit of Tenant. Upon the mutually agreed closing date, Tenant and Landlord shall close the transaction in accordance therewith and Landlord shall deliver the Premises to Tenant free and clear of all liens, including without limitation, all existing mortgages but excepting (x) liens created by or through Tenant, and (y) Tenant’s Leasehold Mortgage ((x) and (y) being referred to herein, collectively, as “**Tenant’s Liens**”), all Tenant’s Liens being deemed permitted encumbrances on the title of the Premises. Each party shall be responsible for their own share of customary closing costs. In the event Tenant was entitled to exercise its ROFO but either affirmatively declined such ROFO or failed to deliver the Acceptance Notice as set forth above, Landlord shall have the right to market to sell the Premises on the Offer Terms to any third party. If Landlord does not receive an acceptable written offer that matches the Offer Terms from a third party within the first 30 days of Landlord marketing the sale of the Premises to third parties, then commencing on the 30th day Landlord shall have the sole authority and discretion to amend the Offer Terms. Nothing in this provision shall prevent Tenant from submitting to Landlord a written Offer to Purchase notwithstanding Tenant either failing to exercise the ROFO, or having affirmatively declined such ROFO. Landlord shall have the right to unilaterally cease marketing the sale of the Premises or to withdraw the ROFO prior to Landlord’s receipt of Tenant’s Acceptance Notice. If Landlord fails to close on the sale of the Premises within twelve (12) months after Landlord’s delivery to Tenant of the ROFO Offer Notice, or if Landlord unilaterally ceases marketing the sale of the Premises, then Tenant’s rights with respect to the ROFO shall be revived and Tenant shall once again have a ROFO with respect to the Premises. Tenant shall have the right to assign its rights under this Section 35 in connection with an assignment of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

This Commercial Lease is executed and delivered by the undersigned, duly authorized representatives of Landlord and Tenant, as a sealed instrument as of the 20. day of July, 2023 (the "Effective Date").


TENANT:

FAMILYAID BOSTON, INC., a 501 (c)(3) not for profit organization

By: 
Name: LAWRENCE SCAMUIS
Title: Manager PRESIDENT & CEO

LANDLORD:

EAST WASHINGTON REALTY TRUST

By: 
Mario Pinto, as Trustee of East Washington Realty Trust, u/d/t dated January 20, 2023, and not individually

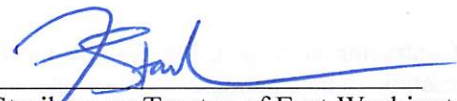
By: 
Fred Starikov, as Trustee of East Washington Realty Trust, u/d/t dated January 20, 2023, and not individually

EXHIBIT A

CONSTRUCTION RULES AND REGULATIONS

The following rules and regulations are made a part of the agreement between Tenant and Landlord and must be complied with fully by Tenant and the Contractor, its subcontractors, and personnel.

- 1) Prior to commencing work at the Building, Contractor should provide Landlord with a proposed work schedule, list of subcontractors and emergency phone numbers for Tenant and Contractor.
- 2) No Contractor or subcontractor shall be permitted to start work until the certificates of insurance required under the Lease have been submitted to Landlord; all such certificates shall name Landlord, Landlord's property manager, and Building lender(s) (if any) as additional insured parties. Landlord hereby approves Timberline Construction as Tenant's General Contractor performing work for Tenant within the Premises or Building, and Tenant shall refer to Landlord for approval before performing work any other general contractor Tenant may elect to use to perform work at the Premises, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall obtain, or cause its General Contractor to obtain, Builder's Risk insurance in an amount equal to the cost of Tenant's total cost of work installed in the Premises, or as otherwise in such amounts as reasonably required by Landlord. Such Builder's Risk policy shall name Landlord as an additional insured under the policy.
- 3) Building permits should be posted on the exterior of the Building, or in other location as required by law or regulation, prior to mobilization and through the completion of construction and certificate of occupancy. Tenant shall duly close all permits applicable the Tenant's work upon completion thereof.
- 4) Tenant will be provided with a keyset for access to the Premises.
- 5) All Tenant keying must meet Building requirements. The Landlord will provide the responsible party with the necessary confidential information. Advance notice of all keying specifications must be submitted to the Landlord.
- 6) Areas under construction, as well as storage areas, and all unoccupied space are to be kept clean and orderly at all times. They are to be secured when unattended.
- 7) The Contractor is responsible for the clean appearance of any public areas affected by the construction. The Contractor's immediate work area should be cleaned on a daily basis. It is the responsibility of the Contractor to provide all clean up materials such as vacuum cleaners, brooms and trash receptacles.
- 8) No fire exits, stairwells or fire corridors are to be blocked or used for storage in violation of applicable ordinances.
- 9) No hazardous materials or other materials requiring special handling will be permitted in any building except with prior written approval from the Landlord, not to be unreasonably withheld, conditioned or delayed. All combustibles will be removed from buildings on a daily basis.

- 10) In the event only Building system contractors or warranty providers are permitted to tie into or make modifications to such systems, Tenant shall be responsible for all reasonable costs related to such work.
- 11) Contractor must obtain structural approval from Landlord for all core drills and penetrations into the precast or slabs of the building or any load-bearing walls, beams, structural elements of the Building, which may require prior x-ray inspection, such approval not to be unreasonably withheld, conditioned or delayed.
- 12) Contractor must obtain approval from Landlord for all penetrations of the roof, exterior walls, façade, windows and party walls of the building, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall be solely responsible to repair all damage to the roof caused by Tenant or its contractors, at Tenant's sole cost and expense.
- 13) Contractor must use an approved vendor for all roof work, such approval not to be unreasonably withheld, conditioned or delayed. All roof penetrations must be coordinated with Building's roof warranty contractor, such costs shall be the responsibility of the Tenant.
- 14) Signage: No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Tenant, in or on any part of the outside the Building, without prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed.
- 15) All rooftop equipment fixed to structural elements must be vibration and noise dampened.
- 16) No materials supplied by the Landlord are to leave the job site.
- 17) Welding may only occur upon Landlord's written permission, not to be unreasonably withheld, conditioned or delayed.
- 18) There shall be no debris burning or other open or closed fires in the Premises or Building.
- 19) Except in connection with the Initial Tenant Improvements, under no circumstances will any work be performed on the base building MEP system or life safety systems without prior notice to Landlord (i.e., Fire Sprinkler System, Fire Alarm System, Water Supply System, Sanitary/Storm System, Main Electrical Distribution System, etc.). All equipment rooms must be attended at all times during work. If the area is left unattended, it is to be secured.
- 20) Contractor is responsible for securing all materials and tools as well as that of its subcontractors.
- 21) Contractor will be responsible for damages to the building or any property of the Landlord resulting from actions by the contractor or contractor's personnel.
- 22) It is the Contractor's responsibility each day to cover all smoke detector devices located in a

construction area prior to commencing work and uncover such device at the completion of work each day. Contractor shall reimburse the Landlord if fire alarms are accidentally activated due to its work, and Landlord incurs any fines or charges.

- 23) At the completion of the work, the Tenant must furnish the Landlord with complete and accurate as-built drawings in a typical digital format, such as PDF, sheet size to be equivalent to sheet size of Tenant's permitted drawing set.
- 24) Contractor is responsible for its personnel. All personnel are expected to act in a professional manner. It is important that all personnel respect the Building's professional environment and the tenants and visitors at the property. Any person acting in a less than professional manner (i.e., use of profanity) will be removed from the property and prohibited future access.
- 25) No smoking or vaping is permitted in or adjacent to any Building.
- 26) No alcoholic beverages or illegal substances are allowed at the Building.
- 27) No loud music or disruptive conversation is allowed in the construction areas or elsewhere in the Building.
- 28) Contractor shall ensure compliance with the safety guidelines of the Landlord including, as follows:
 - a) Contractor shall insure that there is a continuing effort, at all times, to conform to all OSHA and its local equivalents' regulations, as applicable. Contractor should be watchful of workplace hazards and develop and implement procedures to control or eliminate these hazards.
 - b) Contractor is responsible to ensure that its personnel are properly trained in safety practices and understand the materials and equipment being used in the workplace. All personnel must be apprised of hazards involved in a job and procedures used to control or eliminate these hazards.
 - c) Contractor and Contractor's personnel should undertake the following:
 - i) No person is expected to undertake a job until he or she has received instructions for proper performance and has been authorized to perform that job.
 - ii) No person should undertake a job that appears to be unsafe.
 - iii) Mechanical safeguards are to be in place and the lack thereof must be reported to the supervisor at once.
 - iv) Safety shoes and head protection are required.
 - v) Contractor shall inspect the job site, and its materials and equipment frequently and regularly. Inspection is to be made by a competent person designated by Contractor.

Breach of any of the above rules and regulations may result in the immediate stoppage of work and/or the person or Contractor involved being terminated and barred from working at the Building.

- 29) All work shall adhere to all applicable construction work hours imposed by the City of Newton.

EXHIBIT B

Parking Lot Resurfacing

Resurface the pavement/asphalt of the existing parking lot area

Repair and reinforce the catch basin in the back corner of the parking lot area, in the location shown below.



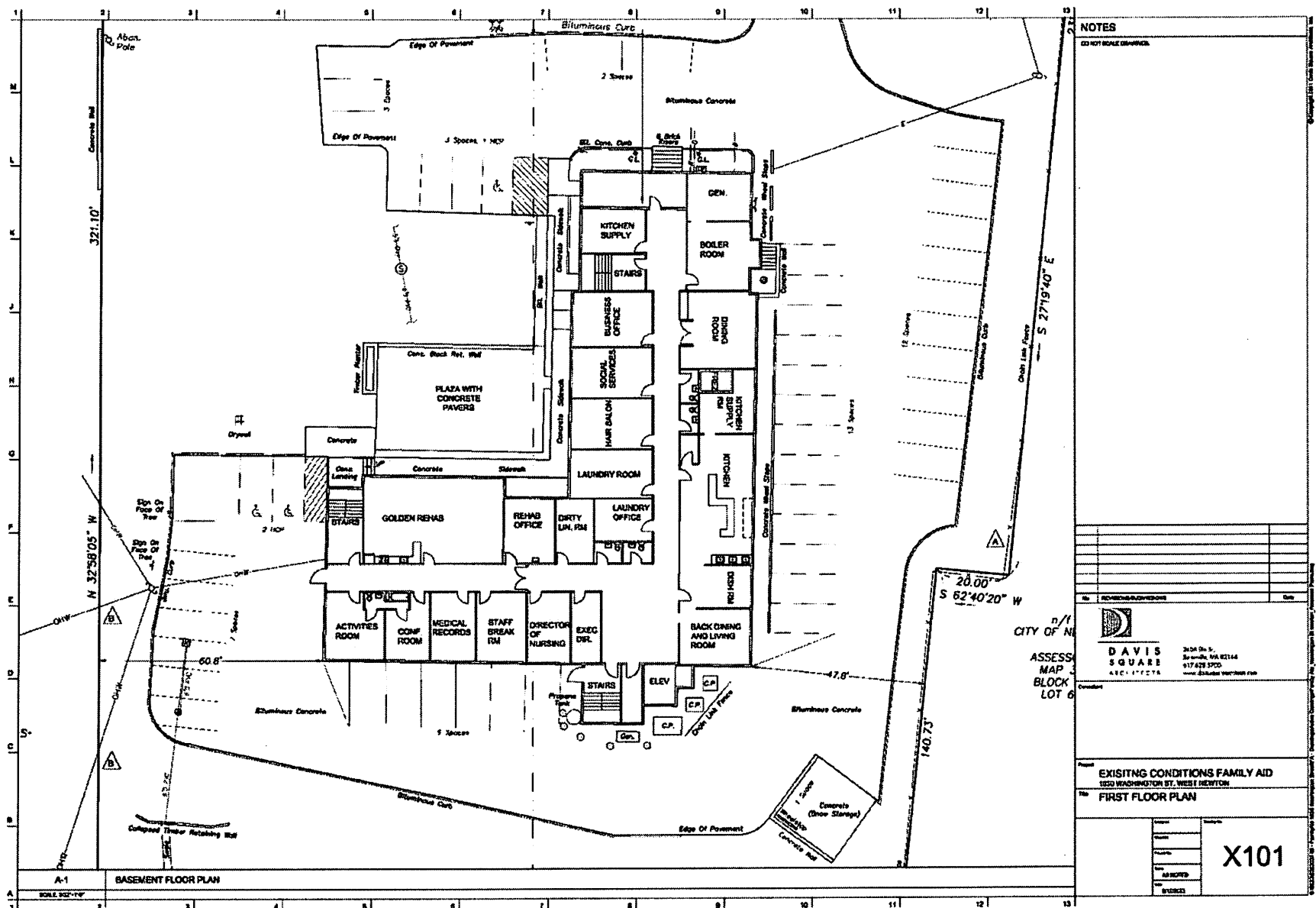
EXHIBIT C

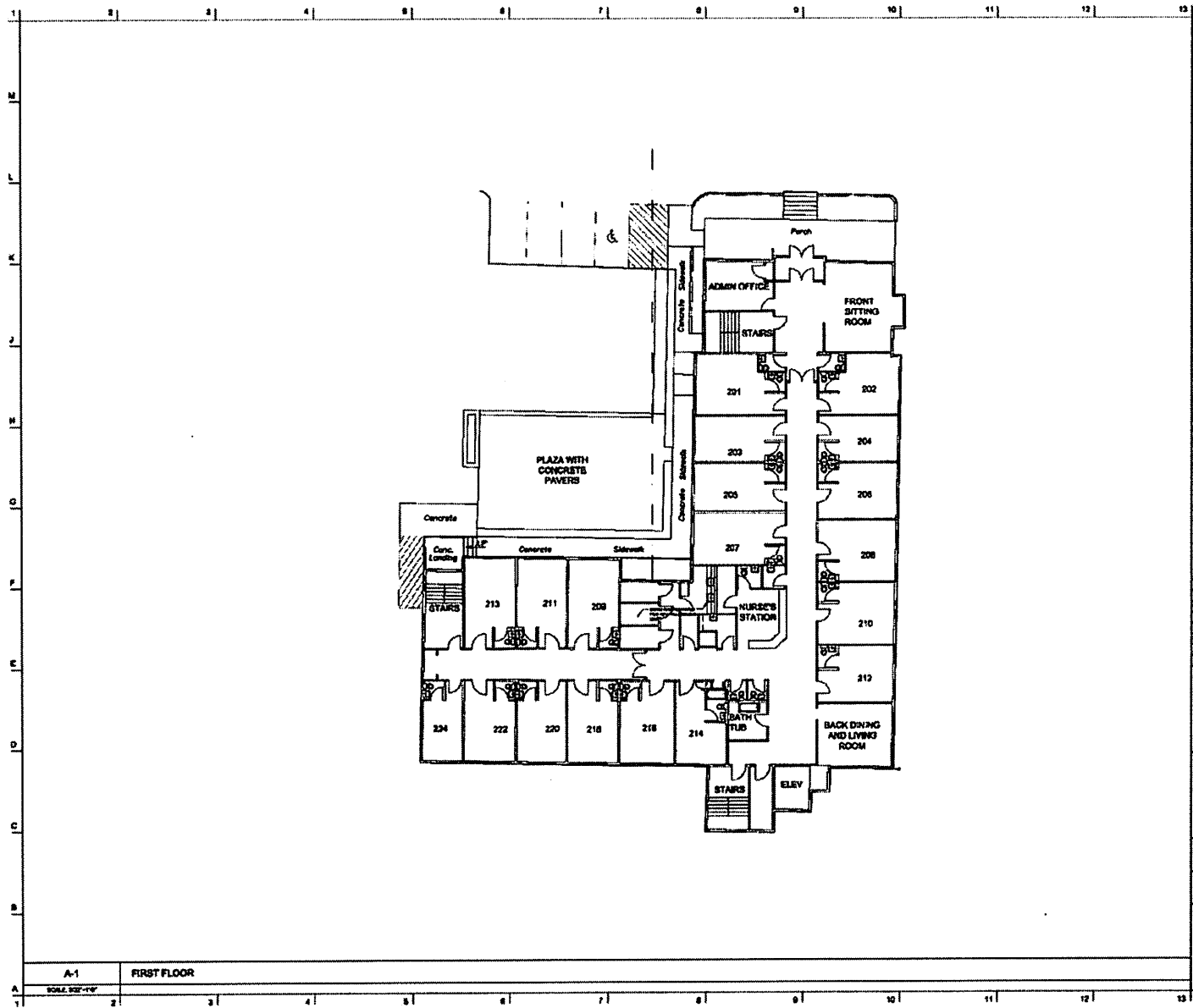
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EXHIBIT D

Conceptual Plan

[Follows this Page]





NOTES
 DO NOT SCALE DRAWING

No.	REVISION/DESCRIPTION	Date

DAVIS
S Q U A R E
 ARCHITECTS

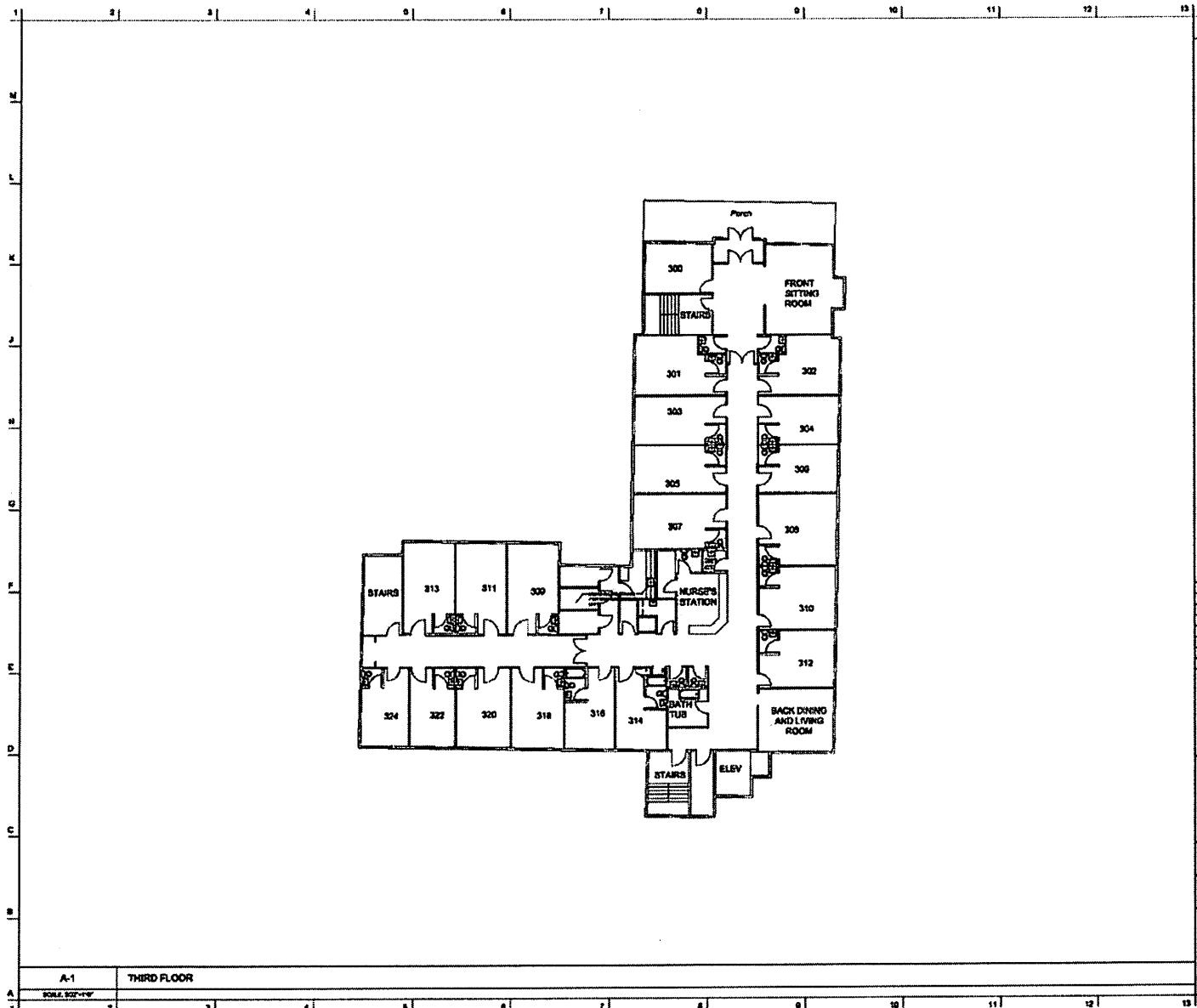
2424 N. S.
 SUITE 101
 WEST NEWTON, MA 02459
 617-629-3700
 www.davis-square.com

Project: **EXISTING CONDITIONS FAMILY AID**
 1550 WASHINGTON ST, WEST NEWTON

Title: **SECOND FLOOR PLAN**

Author	
Designer	
Checker	
In Charge	
DATE	
PLotted	

X102



NOTES
DO NOT SCALE DRAWING

No.	REVISIONS/DESCRIPTION	Date

DAVIS SQUARR
2024 Th. S.
Beverly, MA 02114
917 823 3700
www.davis-squarr.com

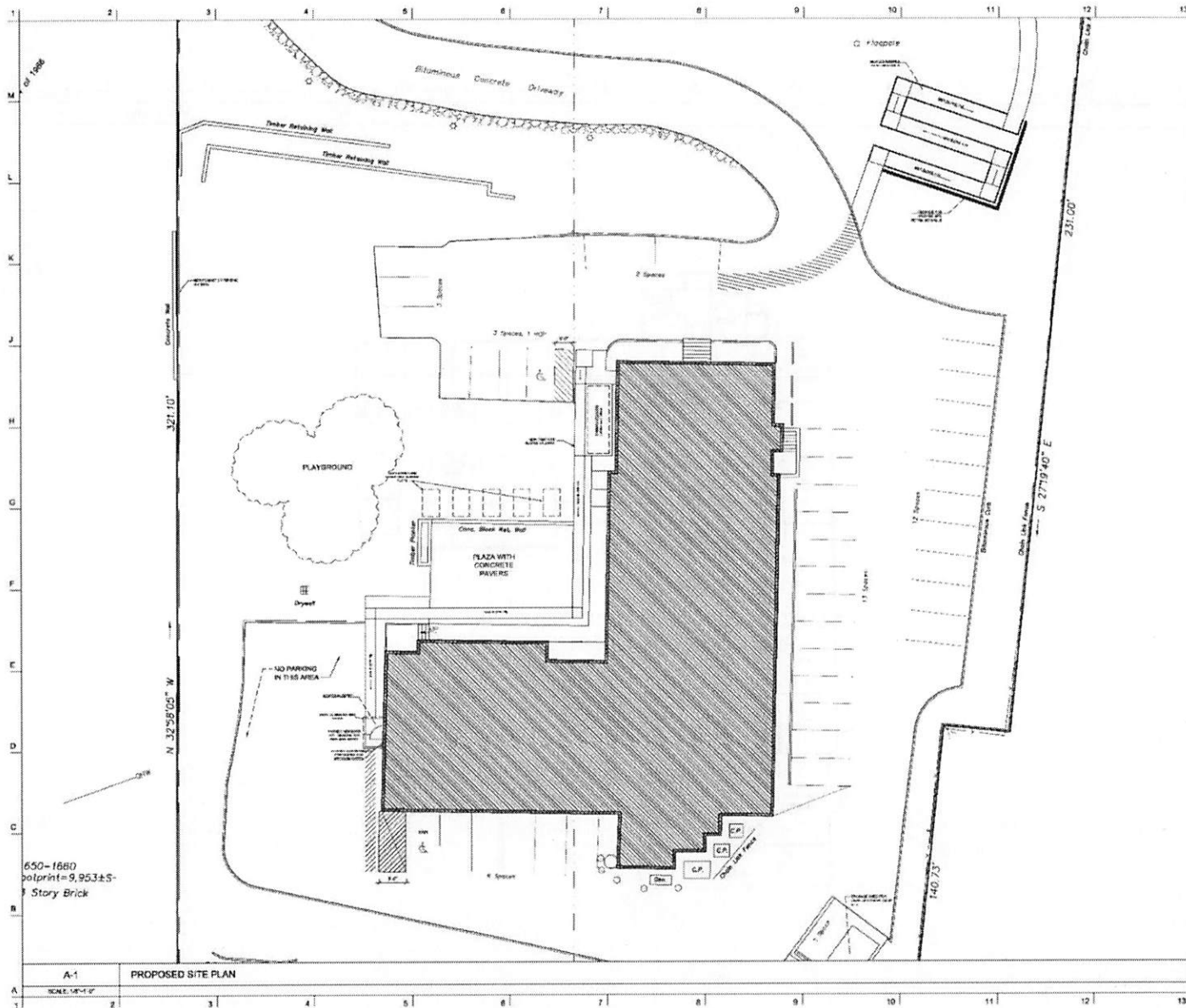
Project: **EXISTING CONDITIONS FAMILY AID**
100 WASHINGTON ST. WEST NEWTON

Title: **THIRD FLOOR PLAN**

Author	
Checker	
Printer	
Date	
Scale	
Sheet	

X103

A-1 THIRD FLOOR
SCALE: 3/32"=1'-0"



650-1880
 plotprint=9.953±S
 Story Brick

NOTES

DO NOT SCALE DRAWINGS.

GENERAL NOTES:
 DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE.
 CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.

EXISTING NOTES:
 REMOVE EXISTING CONCRETE DRIVEWAY TO REVEAL EXISTING DRIVEWAY.
 REMOVE EXISTING EXTERIOR WALLS AND
 REPAIR EXISTING EXTERIOR WALLS.
 EXISTING WOODWORK TO REMAIN.

EXTENSION NOTES:
 EXISTING AND PAVED LAYOUTS BY LANDSCAPE.
 NEW SEALANT AT ALL WINDOWS BY LANDSCAPE.
 EXISTING WOODWORK TO REMAIN.

INTERIOR DEMOLITION NOTES:
 DEMO WALL PARTIAL, ALL WALL COVERINGS,
 DEMO FLOORING (ASTM 2 LAMINATE OF FINISHED FLOORING)
 (DEMOUNT AND DEMO STANDS).
 REMOVE AND DISPOSE OF COMMERCIAL KITCHEN EQUIP (ALL IN G1).
 REMOVE AND DISPOSE OF COMMERCIAL LAUNDRY EQUIP.
 REMOVE AND DISPOSE OF TUBS AND OTHER FIXTURES WHERE NO RED.
 DEMO EXISTING CLOSETS IN UNITS.

NEW CONSTRUCTION:
 PROVIDE NEW DRAWINGS AND PARTITIONS AS SHOWN IN PLANS.
 REPLACE BORN FLOOR HATCHWARE WITH NEW LEVEL HATCHWARE.
 REPLACE 100% LIGHT FIXTURES WITH NEW LED FIXTURES.

COMMON SPACES:
 REPLACE STAIR WALLS WITH PHOTO OF CONTRACTOR WALL, NEW HORIZONTAL,
 PROVIDE GUARDRAIL HEIGHT RAILING WITH MAX 4" SPACED BALUSTERS
 ON OPEN SIDE.

UNIT INTERIORS:
 RECONFIGURE EAST W/B BATHROOM TO ACCOMMODATE SHOWER.
 REINSTALL OPEN SHELVES FOR RESIDENT STORAGE.

No.	REVISION/DESCRIPTION	Date

DAVIS SQUARE
 5041 1/2 S. Brantley, MA 02114
 617.678.5770
 www.davisqr.com

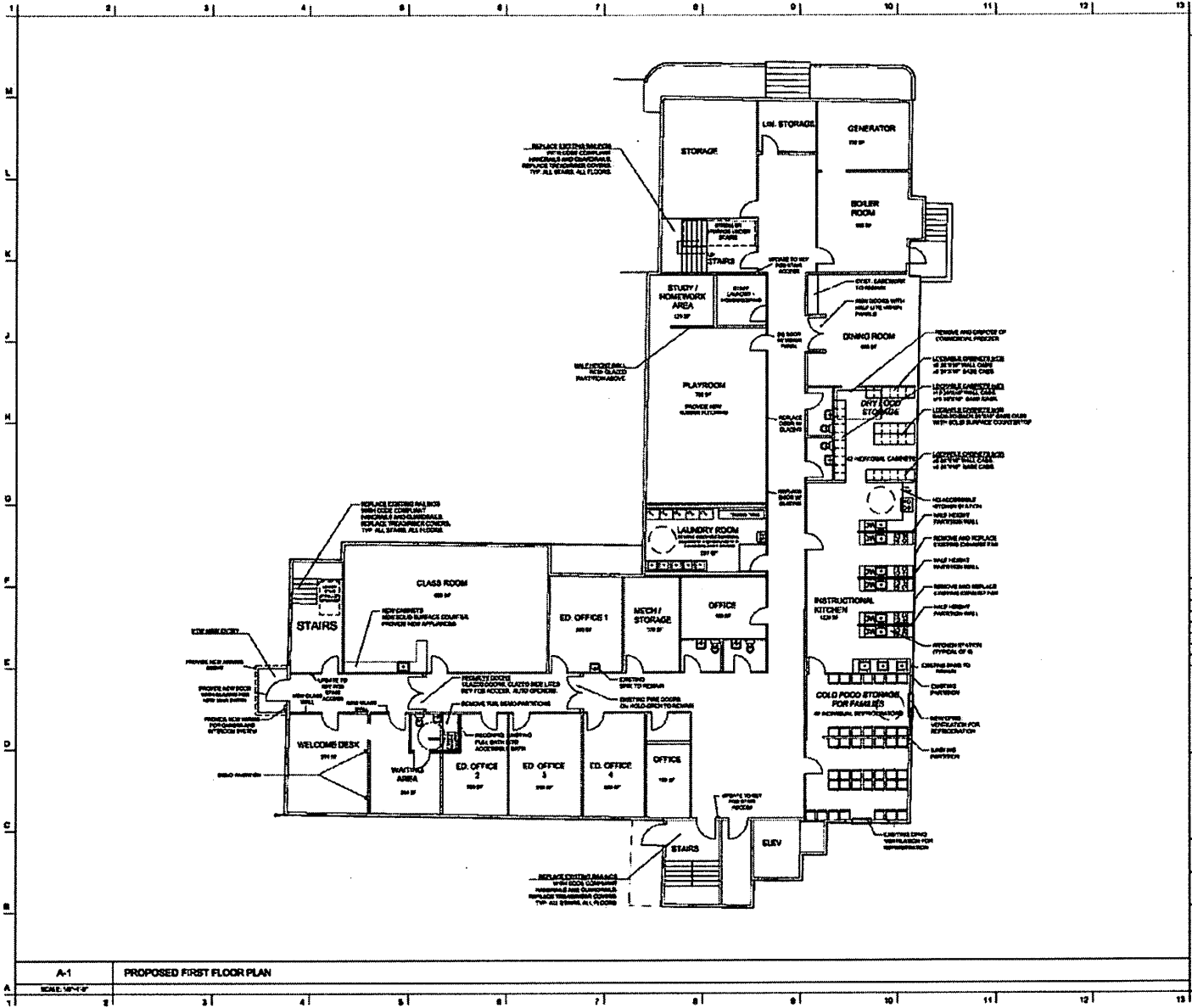
650-1880
 plotprint=9.953±S
 Story Brick

PROPOSED SITE PLAN

FAMILY AID
 850 WASHINGTON ST. WEST NEWTON
 MA 02459
PROPOSED SITE PLAN

Name	Title

A100



NOTES

DO NOT SCALE DRAWING

GENERAL NOTES:
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ELECTRICAL CODE (IEC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL SCHEDULING CODE (ISC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL TRANSPORTATION AND HIGHWAY BUILDING CODE (ITCBC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL WOOD PRESERVATION CODE (IWPC) AND ALL APPLICABLE LOCAL ORDINANCES.
 ALL WORK SHALL BE IN ACCORDANCE WITH THE 2018 INTERNATIONAL ZONING AND ORDINANCES (IZO) AND ALL APPLICABLE LOCAL ORDINANCES.

REVISIONS:

No.	DESCRIPTION	Date

DAVIS SQUARE ARCHITECTS

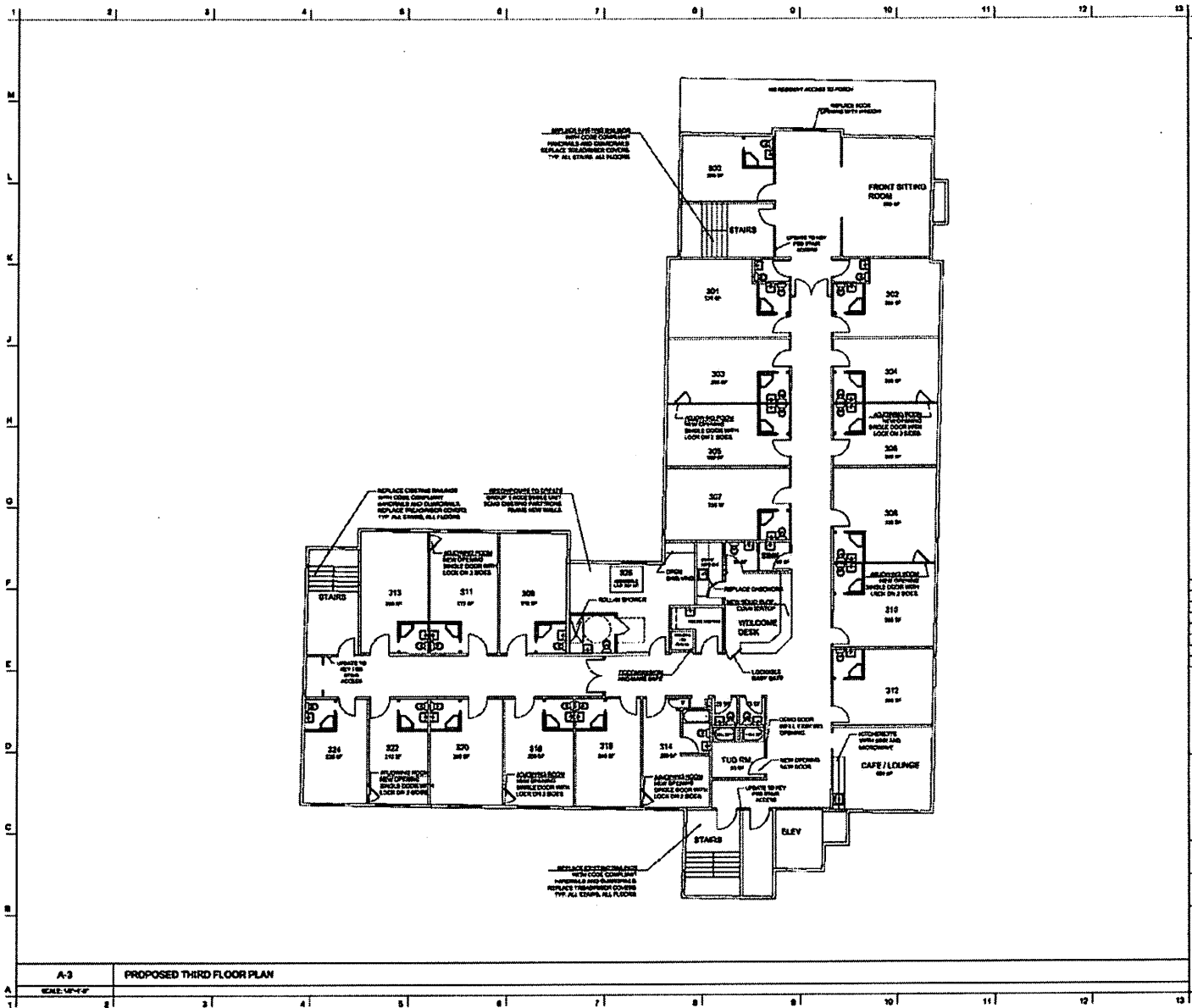
304 N. 9th St.
 Seattle, WA 98104
 206.461.1111
 www.davis-square.com

Project: **FAMILY AID**
 1000 WASHINGTON ST., WEST NEWTON
 PROPOSED FIRST FLOOR PLAN

Sheet: **A101**

Scale: AS NOTED


DATE: 06/20/2018



NOTES

SEE HOFF SCALE DRAWINGS

No.	NO. OF REVISIONS	Date


DAVIS SQUARE
 ARCHITECTS
 3404 34th St.
 Brunswick, VA 22114
 817-829-5700
 www.davis-square.com

Contract:

Project: **FAMILY AID**
 1850 WASHINGTON ST. WEST NEWTON
 No: **PROPOSED THIRD FLOOR PLAN**

Author:	
Checked:	
Scale:	
Date:	AS NOTED

A103

A-3 PROPOSED THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"

EXHIBIT E

Notice of Lease

[Follows this Page]

FORM OF NOTICE OF LEASE

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws (Ter.Ed.) Chapter 183, Section 4, as amended, notice is hereby given of the following described lease:

Parties to Lease:

Landlord: East Washington Realty Trust; and

Tenant: FamilyAid Boston, Inc., a 501 (c)(3) not for profit organization

Date of Lease: July __, 2023.

Description of Premises:

The land, consisting of approximately 83,932 square feet and more particularly described on **Exhibit A** attached hereto, together with all improvements located thereon, including without limitation the building, containing approximately 30,996 square feet, and parking area, located at 1650 Washington Street, Newton, MA (the "Premises").

Term of Lease:

The Lease shall commence on July __, 2023 (the "Lease Commencement Date"). The Term of the Lease shall commence on the date that is sixty (60) days following the Lease Commencement Date, subject to Tenant's right to extend for thirty (30) days in accordance with the terms of the Lease (the "Term Commencement Date") and, unless terminated earlier pursuant to the provisions of the Lease, shall continue until 11:59 PM on the date immediately preceding the fifteen anniversary of the Term Commencement Date, unless Tenant exercises the options to extend (as described below), in which case the Term of the Lease shall be so extended.

Option to Extend:

The Term of the Lease may be extended by Tenant for up to four (4) periods of ten (10) years each, pursuant to the terms set forth in the Lease.

Property Address: 1650 Washington Street, Newton, MA

Right of First Offer:

Tenant has a right of first offer with respect to the purchase of the Premises as set forth in the Lease.

This Notice of Lease is intended and recorded for notice purposes only as required by Chapter 183, Section 4. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

This Notice of Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures follow on the next page.]

Executed as a sealed instrument this ____ day of _____, 2023.

LANDLORD

EAST WASHINGTON REALTY TRUST

By: _____
Mario Pinto, as Trustee of East Washington Realty Trust, u/d/t dated January 20, 2023, and not individually

By: _____
Fred Starikov, as Trustee of East Washington Realty Trust, u/d/t dated January 20, 2023, and not individually

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Signer of _____, as the voluntary act of said Trust.

Notary Public

Print Name: _____

My commission expires; _____

[affix notarial seal]

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Signer of _____, as the voluntary act of said Trust.

Notary Public

Print Name: _____

My commission expires; _____

[affix notarial seal]

TENANT

FAMILYAID BOSTON, INC., a 501 (c)(3) not for profit organization

By: _____
Name:
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was personal knowledge, 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 Signer of _____, as the voluntary act of said organization.

Notary Public

Print Name: _____

My commission expires; _____

[affix notarial seal]

EXHIBIT A

Description of the Land of the Premises

Property Description

1650-1660 Washington Street, Newton, MA:

The land, buildings and improvements thereon, situated in Newton, Middlesex County, Massachusetts, now known and numbered as 1650-1660 Washington Street, West Newton, being bounded and described as the following two parcels of land:

Parcel 1:

The land and buildings thereon on the Southeasterly side of Washington Street, being shown as Lot No. 1 on a plan by George H. Sherman, Surveyor, dated May 14, 1920, recorded in Plan Book 286, Plan 9 of the Middlesex South District Registry of Deeds, bounded:

Northwesterly: by Washington Street, one hundred fifty-three and 30/100 (153.30) feet;

Southwesterly: by Lot 2 on said plan, three hundred thirty-five and 20/100 (335.20) feet;

Southerly: by the center line of a right of way on said plan, one hundred one and 09/100 (101.09) feet;

Northeasterly: by land now or formerly of Paine, one hundred forty and 73/100 (140.73) feet;

Southeasterly: by land now or formerly of Paine, twenty (20) feet;

Northeasterly: by land now or formerly of Paine, two hundred thirty-one (231) feet.

Parcel 2:

The land and buildings thereon, on the Southeasterly side of Washington Street, being shown as Lot No. 2 on said plan dated May 14, 1920 bounded:

Northwesterly: by Washington Street, one hundred seventeen and 46/100 (117.46) feet;

Northeasterly: by Lot No. 1 on said plan, three hundred thirty-five and 20/100 (335.20) feet;

Southeasterly: by Lot No. 5 on said plan, the line running through the middle of a twenty (20) foot passageway designated on said plan as "right of way" one hundred nineteen and 15/100 (119.15) feet;

Southwesterly: by Lot No. 3 on said plan, three hundred twenty-one and 10/100 (321.10) feet.

EXHIBIT F

Form of SNDA

[Follows this Page]

AFTER RECORDING, PLEASE RETURN TO:

Nolan Sheehan Patten LLP
84 State Street, Suite 940
Boston, MA 02109
Attention: Stephen M. Nolan

**SUBORDINATION, NON-DISTURBANCE, ATTORNMENT
AND ESTOPPEL AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2023 (the “**Effective Date**”), by and among (i) The Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities (together with its successors and assigns, the “**Leasehold Lender**”), (ii) Centreville Bank, a Rhode Island banking institution (together with its successors and assigns, “**Fee Lender**”), (iii) East Washington Realty Trust, a Massachusetts realty trust u/a/t dated January 20, 2023 and recorded with the Middlesex South Registry of Deeds in Book _____, Page ____ (in its capacity as landlord under the Lease (as defined below), together with its successors and assigns, “**Landlord**”), (iv) FamilyAid Boston, Inc., a Massachusetts nonprofit corporation (together with its successors and assigns, “**Tenant**”). Leasehold Lender together with Fee Lender are referred to as the “**Lenders**” and each a “**Lender**”.

RECITALS

A. Landlord is the owner in fee simple of the real property located at 1650 Washington Street, Newton, Massachusetts and more fully described on Exhibit A attached hereto (the “**Land**”) and the existing building located on such Land (the “**Building**” and together with the Land, the “**Property**”);

B. Fee Lender has made a loan in the original principal amount of \$9,130,000 to Landlord (the “**Fee Loan**”) pursuant to that certain Loan Agreement dated as of April 14, 2023, (the “**Fee Loan Agreement**”);

C. As security for the performance of Landlord’s obligations under and/or in respect of the Fee Loan, Landlord has executed and delivered to Fee Lender that certain Construction Mortgage and Security Agreement dated as of April 14, 2023, filed with the Middlesex South Registry of Deeds (the “**Registry**”) in Book 81440,

Page 364 (hereinafter, together with all modifications, amendments, restatements and replacements thereof, the “**Fee Mortgage**”, and together with the Fee Loan Agreement and all other documents, instruments and agreements that evidence, govern, secure or are otherwise executed in connection with the Fee Loan, including all increases, refinances, amendments, modifications, renewals, extensions, restatements and replacements thereof, collectively, the “**Fee Loan Documents**”), granting to Fee Lender a lien on Landlord’s fee simple interest in the Property as security for the Fee Loan;

D. Pursuant to that certain [Lease] dated as of _____, 2023, by and between Landlord, as landlord, and Tenant, as tenant (the “**Lease**”), Landlord has leased the Property to Tenant, as evidenced by that certain Notice of Lease dated _____, 20__, recorded with the Registry herewith;

E. Pursuant to the terms of the Lease, Tenant is permitted to undertake certain tenant improvement work at the Property as is necessary and convenient to the use of the Property as a non-profit education facility with educational training, family support services, temporary shelter housing units supported by Commonwealth of Massachusetts Housing Innovation Funds, and any use incidental thereto, and for all other uses permitted under applicable laws, as more particularly set forth in the Lease (the “**Tenant Improvement Work**”);

F. Tenant has requested that Leasehold Lender make one or more loans to Tenant in the aggregate amount of \$_____ (collectively, the “**Leasehold Loans**”) to finance the Tenant Improvement Work, certain other softs costs associated therewith, and costs associated with the purchase and installation of furniture and equipment (collectively, the “**Project**”);

G. As security for the performance of Tenant’s obligations under and/or in respect of the Leasehold Loans, Tenant has executed and delivered that certain Leasehold Mortgage, Security Agreement and Conditional Assignment of Leases and Rents dated as of the Effective Date (hereinafter, together with all modifications, amendments, restatements and replacements thereof, the “**Leasehold Mortgage**”, and together with all other documents, instruments and agreements which evidence, govern, secure or are otherwise executed in connection with the Leasehold Loans, including all amendments, modifications, renewals, extensions, restatements and replacements thereof, collectively, the “**Leasehold Loan Documents**”), for the benefit of Leasehold Lender, recorded in the Registry herewith, granting to Leasehold Lender a lien on Tenant’s leasehold interest in the Property and Tenant’s interest in the Tenant Improvement Work as security for the Leasehold Loans;

H. Leasehold Lender has required that Landlord and Fee Lender provide certain assurances as to the non-disturbance of Tenant’s rights under the Lease; and

I. In order to induce Leasehold Lender to make the Leasehold Loans to Tenant, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, the Lenders, Landlord and Tenant hereby covenant and agree as follows:

1. **Landlord Estoppel.** Landlord certifies to the Lenders that, to the best of its knowledge as of the Effective Date:
 - A. all conditions precedent to the effectiveness of the Lease have been fully satisfied. The Lease is in full force and effect, has not been assigned, modified, supplemented, amended or changed in any respect except as set forth in the recitals to this Agreement. The Lease constitutes the entire lease between Landlord and Tenant and there are no other agreements concerning the Property, whether oral or written, between Landlord and Tenant that affect the Lease;
 - B. the Term of the Lease (as defined in the Lease) [commenced/will commence] on _____, 2023;
 - C. all rent and other sums payable by Tenant to Landlord under the Lease due as of the Effective Date have been paid to date;
 - D. there are no existing defaults by Tenant under the Lease as of the Effective Date, and there are no existing circumstances which with the passage of time, or giving of notice, or both, would give rise to a default under the Lease;
 - E. Landlord has received a copy of the Leasehold Mortgage, and the Leasehold Mortgage constitutes a permitted lien under the Lease, entitled to all protections expressly set forth in the Lease, except as modified by this Agreement;
 - F. Landlord has received advance written notice, in satisfaction of any notice required under the Lease, of Tenant's collateral assignment of Tenant's interest in the Lease pursuant to the Leasehold Mortgage and the other Leasehold Loan Documents;
 - G. Landlord is the record and beneficial owner of the Property. Other than in connection with the Fee Loan and the Fee Loan Documents, Landlord has not (i) subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee estate of the Property, or (ii) assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Property;
 - H. no third party has any option or preferential right to purchase all or any part of the Property;
 - I. Landlord has not received written notice of any pending eminent domain proceedings or other governmental or judicial actions of any kind that

would be reasonably likely to have a material adverse affect upon Landlord's interest in the Property;

- J. Landlord has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property and has no reason to believe that there are reasonable grounds for any claim of any such violation that would be reasonably likely to have a material adverse affect upon Landlord's interest in the Property;
- K. Landlord has provided all requisite consents that are required under the Lease for the Tenant Improvement Work; and
- L. Landlord has not received any written notice from Fee Lender that there are any uncured defaults on the part of Landlord under the Fee Loan Documents, or any events or conditions existing which, with the passage of time or giving of notice or both, would constitute a default under the Fee Loan Documents.

2. **Tenant Estoppel.** Tenant certifies to the Lenders that, to the best of its knowledge as of the Effective Date:

- A. all conditions precedent to the effectiveness of the Lease have been fully satisfied. The Lease is in full force and effect, has not been assigned, modified, supplemented, amended or changed in any respect except as set forth in the recitals to this Agreement. The Lease constitutes the entire lease between Landlord and Tenant and there are no other agreements concerning the Property, whether oral or written, between Landlord or Tenant that affect the Lease;
- B. the Term of the Lease (as defined in the Lease) [commenced/will commence] on _____, 2023;
- C. all rent and other sums payable under the Lease due as of the Effective Date have been paid to date; and
- D. there are no existing defaults under the Lease as of the Effective Date, and to the best of Tenant's knowledge, there are no existing circumstances which with the passage of time, or giving of notice, or both, would give rise to a default under the Lease.

3. **Fee Lender Estoppel.** Fee Lender certifies to the Leasehold Lender that, to the best of its knowledge as of the Effective Date:

- A. Fee Lender has received a copy of the Leasehold Mortgage, and the Leasehold Mortgage constitutes a permitted lien under the Lease, entitled to all protections expressly set forth in the Lease, except as modified by this Agreement;
- B. Fee Lender has received advance written notice, in satisfaction of any notice required under the Fee Loan Documents, of (i) the Lease Assignment, and (ii) Tenant's collateral assignment of Tenant's interest in

the Lease pursuant to the Leasehold Mortgage and the other Leasehold Loan Documents;

- C. Fee Lender has provided all requisite consents, if any, that are required under the Lease for the Tenant Improvement Work;
- D. all sums currently due and payable under the Fee Loan have been paid in full to the extent due or payable and Landlord is current as of the Effective Date on the Fee Loan; and
- E. there are no uncured defaults on the part of either Fee Lender or Landlord under the Fee Loan Documents, and no events or conditions exist which, with the passage of time or giving of notice or both, would constitute a default under the Fee Loan Documents.

4. Consent and Agreement.

A. Fee Lender acknowledges and consents to:

- i. Landlord's execution, delivery and recordation (as applicable) of (a) the Lease and (b) this Agreement; and
- ii. Tenant's execution, delivery and recordation (as applicable) of (a) the Lease, (b) this Agreement and (c) the Leasehold Mortgage and the other Leasehold Loan Documents and the assignment therein to Leasehold Lender of all of Tenant's leasehold estate and right, title and interest under the Lease and agrees that all of the foregoing are permitted by the Fee Loan Documents and the execution, delivery and recordation (as applicable) thereof does not constitute a default under the Fee Loan Documents.

B. Landlord acknowledges and consents to Tenant's execution, delivery and recordation (as applicable) of (a) the Lease, (b) this Agreement and (c) the Leasehold Mortgage and the other Leasehold Loan Documents and the assignment therein to Leasehold Lender of all of Tenant's leasehold estate and right, title and interest under the Lease and agrees that all of the foregoing are permitted by the Lease and the execution, delivery and recordation (as applicable) thereof does not constitute a default under the Lease.

C. Fee Lender and Landlord each consent and acknowledge that, notwithstanding anything in the Lease to the contrary, (i) Leasehold Lender is entitled to exercise any or all remedies pursuant to the terms of the Leasehold Mortgage, including, without limitation, foreclosure of Leasehold Lender's lien against Tenant's leasehold estate and right, title and interest in the Property pursuant to the Lease, and (ii) in the event that a Leasehold Lender Party (as hereinafter defined) acquires Tenant's leasehold estate and right, title and interest in the Property pursuant to the

Lease, such Leasehold Lender Party shall be entitled to assign, transfer, mortgage, sublease and/or encumber any or all of such leasehold estate (the “**Leasehold Lender Party Transfer**”) without the necessity of obtaining Fee Lender’s consent thereto, but any such Leasehold Lender Party Transfer shall require Landlord’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

D. Fee Lender and Landlord each acknowledge and agree that, notwithstanding anything in the Lease to the contrary, in the event that a Leasehold Lender Party acquires Tenant’s interest in the Lease and the Property:

- i. all fixtures and installations made and paid for by Tenant as part of the Tenant Improvement Work shall remain the property of Tenant until termination of the Lease, and Leasehold Lender will have a security interest in such fixtures and installations as evidenced by the Leasehold Mortgage and any corresponding financing statement filed by Leasehold Lender, subject to Fee Lender’s security interest under the Fee Mortgage in any fixtures that will remain as part of the Property upon termination or expiration of the Lease (and no fixtures shall be removed from the Property without replacement or repair being made upon their removal);
- ii. a standard mortgagee clause naming Leasehold Lender may be added to any and all insurance policies required to be carried by Tenant and Tenant’s insurance and condemnation proceeds are to be applied in the manner specified in the Leasehold Mortgage; provided, however, that Leasehold Lender acknowledges and agrees that it shall not have the right to any insurance or condemnation proceeds payable to Landlord pursuant to the terms of the Lease or to Fee Lender pursuant to the Fee Mortgage;
- iii. any conflict or inconsistency between the provisions of the Lease and this Agreement shall be resolved in favor of this Agreement; and
- iv. such Leasehold Lender Party shall have the right, but not the obligation, to exercise Tenant’s extension options pursuant to Section __ of the Lease.

E. The consents granted by Fee Lender and Landlord in this Section 4 are given on the condition that Leasehold Lender acknowledges and agrees, and by execution of this Agreement, Leasehold Lender hereby acknowledges and agrees, that, notwithstanding anything to the contrary set forth in the Leasehold Loan Documents or this Agreement, the

Leasehold Loan Documents shall not create a security interest in the fee interest in the Property, and Tenant's grant of a leasehold mortgage to Leasehold Lender as set forth in the Leasehold Loan Documents shall only encumber the Tenant's leasehold interest in the Property under the Lease.

5. **Subordination.** Subject to and in accordance with the terms and conditions of this Agreement, Tenant and Leasehold Lender each agree that the Lease and the Leasehold Mortgage are and shall be subject and subordinate to the liens of the Fee Mortgage, and to all renewals, modifications, consolidations, replacements, assignments, and extensions thereof, to the full extent of the principal sum secured thereby, all interest and charges thereon, and all payments relating to the Property as secured by the Fee Mortgage. Landlord agrees not to further mortgage or otherwise encumber its fee interest in the Property and the Lease following the Effective Date unless all holders of any such mortgage or other encumbrance are joined in this Agreement, except that Landlord and Fee Lender shall be entitled to increase and/or refinance the Fee Loan (and amend the Fee Loan Documents to reflect such increase and/or refinance) without the consent of the parties to this Agreement provided that this Agreement shall apply to such refinance and increase as if the Fee Mortgage, as amended to increase the amount of the Fee Loan secured thereby, was included in the term "Fee Mortgage" as used herein. Tenant agrees not to further mortgage or otherwise encumber its leasehold interest in the Property and the Lease following the Effective Date unless all holders of any such mortgage or other encumbrance are joined in this Agreement, except that Tenant and Leasehold Lender shall be entitled to increase and/or refinance the Leasehold Loans (and amend the Leasehold Loan Documents to reflect such increase and/or refinance) without the consent of the parties to this Agreement provided that this Agreement shall apply to such refinance and increase as if the Leasehold Mortgage, as amended to increase the amount of the Leasehold Loans secured thereby, was included in the term "Leasehold Mortgage" as used herein.

6. **Fee Lender Non-Disturbance.**

- A. Fee Lender (and its successors and assigns) agrees that in the event of a foreclosure of the Fee Mortgage, Fee Lender will not disturb the quiet enjoyment of Tenant under the Lease (by termination of the Lease or otherwise) so long as (i) no event of default under the Lease exists (subject to applicable rights to notice and cure) and (ii) Tenant duly and promptly keeps and performs all of its obligations under the terms, covenants and conditions of the Lease subject to applicable notice and cure periods provided in the Lease or in this Agreement, in each case as would entitle Landlord to remove Tenant from the Property. Fee Lender (and its successors and assigns) also agrees not to join Tenant in summary or foreclosure proceedings or take any other

action in executing its remedies against Landlord that would effectively terminate the Lease so long as (x) no event of default under the Lease exists (subject to applicable notice and cure provisions) and (y) Tenant duly and promptly keeps and performs all of its obligations under the terms, covenants and conditions of the Lease subject to applicable notice and cure periods provided in the Lease or in this Agreement, in each case as would entitle Landlord to remove Tenant from the Property. Fee Lender (and its successors and assigns) also agrees not terminate the Lease, nor interfere or disturb Tenant's use, possession or enjoyment of the Property, if the default by Tenant under the Lease by its nature is not susceptible to a cure by any party other than Tenant (e.g., bankruptcy of Tenant, or any Lease requirements that are specific to Tenant or affiliates thereof). If the Lease does terminate in contravention of the provisions of this paragraph, the Fee Lender (or its successors or assigns) will enter into a replacement lease with Tenant on the same terms as the Lease for its remaining term.

- B. Notwithstanding any provision of the Lease or this Agreement to the contrary, and regardless of the existence or occurrence of any circumstance or event that would otherwise constitute a default by Tenant under the Lease (including, if applicable, the exercise by Leasehold Lender of its remedies under the Leasehold Mortgage), except as otherwise expressly set forth hereinbelow, neither Landlord nor, if Landlord's interest in the Property is transferred to Fee Lender or a third party by exercise of power of sale, foreclosure or otherwise (such transferee, a "Fee Lender Party"), any Fee Lender Party, shall materially alter or permit the alteration of any of the material terms or provisions of the Lease (except to document the exercise of any agreed upon rights that are included in the Lease as of the Effective Date or that are subsequently agreed to in writing by Leasehold Lender), nor shall Landlord (or a Fee Lender Party, if applicable) accept a surrender of Tenant's interest in the Property (except as otherwise expressly set forth hereinbelow), in each case without the consent of Leasehold Lender. Notwithstanding the foregoing, Leasehold Lender hereby acknowledges and agrees that the foregoing rights of Leasehold Lender to consent to Landlord's or any such Fee Lender Party's acceptance of a surrender of Tenant's interest in the Property shall not include Landlord's or any such Fee Lender's right to evict Tenant from the Property or otherwise recapture or accept a surrender of Tenant's interest in the Property as a result of a default or event of default of Tenant under the Lease, which shall not require Leasehold Lender's prior consent.

7. Attornment.

A. If Landlord's interests in the Property are transferred to and owned by any Fee Lender Party, then Tenant will be bound to the applicable Fee Lender Party and the applicable Fee Lender Party will be bound to Tenant and Leasehold Lender under all of the terms, covenants and conditions of this Agreement and the Lease for the balance of the term thereof and any extensions or renewals as provided in the Lease, with the same force and effect as if the Fee Lender Party were Landlord under the Lease or this Agreement. These provisions are self-operative without any further action or instrument, provided that the parties hereto agree to execute such further instrument to confirm or effectuate the same as may be reasonably requested by any party. Notwithstanding the foregoing, a Fee Lender Party will not be: (i) liable for any act or omission of any prior landlord (including Landlord), (ii) subject to any offsets or counterclaims that Tenant may have against a prior landlord (including Landlord), unless expressly provided for herein, (iii) bound by any prepayment of rent that Tenant may have made in excess of the amounts then due for the next succeeding month, unless specifically approved in writing by the Fee Lender Party, or be liable or responsible for any deposit or other sums that Tenant may have paid under the Lease unless such deposit or other sums have been physically delivered to the Fee Lender Party, (iv) bound by any notices given by Tenant to Landlord of which it did not also receive notice, (v) required after a fire, casualty or condemnation of the Property to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Property and arising out of such fire, casualty or condemnation that have actually been received by a Fee Lender Party, and then only to the extent required by the terms of the Lease, (vi) bound by any modification to the Lease made without Fee Lender's consent, (vii) obligated to commence or complete any construction or installation of any improvements upon the Property or to make any contribution towards any construction or installation of any improvements, (viii) liable for any breach of representation or warranty of any prior landlord, including Landlord, or (ix) subject to any purchase options or rights of first refusal contained in the Lease in the event the Fee Lender Party shall either foreclose the Fee Mortgage and bid in or purchase the property covered by the Fee Mortgage at foreclosure sale or shall acquire title by deed or otherwise in lieu of foreclosure. The liability of any Fee Lender Party under the Lease will continue only so long as such Fee Lender Party is the owner of the Property, and such liability will not continue or survive with respect to claims accruing after further transfer of ownership, and any claims made against Fee Lender with respect hereto or to the Lease shall be satisfied only out of the interest, if any, of Fee Lender in the Property.

- B. If the interests of Tenant under the Lease are transferred to Leasehold Lender or a third party by exercise of power of sale, foreclosure or otherwise (such transferee, a “Leasehold Lender Party”), then, so long as (i) no event of default under the Lease exists (subject to applicable rights to notice and cure) and (ii) Leasehold Lender Party duly and promptly keeps and performs all of the tenant’s obligations under the terms, covenants and conditions of the Lease (subject to applicable notice and cure periods provided in the Lease or in this Agreement), Landlord (or its successor in interest, including any Fee Lender Party) will be bound to the applicable Leasehold Lender Party and will accept and recognize such Leasehold Lender Party as the tenant under the Lease, entitled to all rights provided thereunder and under this Agreement for the balance of the term thereof, and such Leasehold Lender Party shall attorn to Landlord (or its successor in interest) and recognize Landlord (or its successor in interest) as its landlord under the Lease. These provisions are self-operative without any further action or instrument, provided that the parties hereto agree to execute such further instrument to confirm or effectuate the same as may be reasonably requested by any party. Notwithstanding the foregoing, a Leasehold Lender Party will not be: (a) bound by any notices given by Landlord to Tenant of which it did not also receive notice, (b) required after a fire, casualty or condemnation of the Property to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Property and arising out of such fire, casualty or condemnation that have actually been received by a Leasehold Lender Party, and then only to the extent required by the terms of the Lease, (c) bound by any modification to the Lease made without Leasehold Lender’s consent, or (d) obligated to commence or complete any construction or installation of any improvements upon the Property or to make any contribution towards any construction or installation of any improvements. The liability of any Leasehold Lender Party under the Lease will continue only so long as such Leasehold Lender Party is the tenant of the Property, and such liability will not continue or survive with respect to claims accruing after further transfer of such interest, and any claims made against Leasehold Lender with respect hereto or to the Lease shall be satisfied only out of the interest, if any, of Leasehold Lender in the Property.
8. **Notice and Cure.** Fee Lender and Leasehold Lender shall be entitled to copies of all material notices and notices of default provided pursuant to the Lease, and such notices will be sent to the addresses provided in Section 9 of this Agreement simultaneously with their delivery pursuant to the terms of the Lease; provided, however, that, Landlord and Tenant shall not be obligated to deliver any non-material notices sent pursuant to the Lease, such as, without limitation, monthly invoices for payments of rent and additional rent, operating expense and

real estate tax reconciliations and the like. Fee Lender shall have the right, but not the obligation, to cure any default by Landlord under the Lease, and Tenant (or a Leasehold Lender Party, if applicable) shall recognize and accept any such cure tendered by Fee Lender to the same extent as if tendered by Landlord. Leasehold Lender shall have the right, but not the obligation, to cure any default by Tenant under the Lease, and Landlord (or a Fee Lender Party, if applicable) shall recognize and accept any such cure tendered by Leasehold Lender to the same extent as if tendered by Tenant.

9. **Notices to the Lenders.** Any notice, request, demand, consent, confirmation or other communication hereunder shall be in writing and delivered (a) in person, by messenger or reputable overnight courier, or (b) by registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address set forth below, or at such other address as such party hereafter may designate as its address for communications hereunder by notice so given. Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery). All notices to be provided under this Agreement will be addressed as follows:

Fee Lender: Centreville Bank
 1218 Main Street
 West Warwick, Rhode Island 02893
 Attn: Craig E. Schermerhorn, Senior Vice President

with a copy to:

Cameron & Mittleman LLP
 301 Promenade Street
 Providence, Rhode Island 02908
 Attention: Robert A. Migliaccio, Esq.

Leasehold Lender: Executive Office of Housing and Livable Communities
 100 Cambridge Street, Suite 300
 Boston, MA 02114
 Attention: Chief Counsel

with a copy to:

Nolan Sheehan Patten LLP
 84 State Street, Suite 940
 Boston, MA 02109
 Attention: Stephen M. Nolan

All notices to be delivered to Landlord or Tenant shall be delivered pursuant to Section ___ of the Lease, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

10. **Amendments to Lease.** Until the Fee Mortgage and the Leasehold Mortgage are released of record, no party may enter into any amendment or modification to the Lease or this Agreement without the prior written consent of each Lender whose mortgage has not been released of record at the time of the request for consent.
11. **Title of Paragraphs.** The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.
13. **Provisions Binding.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.
14. **Amendment.** This Agreement may not be altered, modified or amended except by writing signed by all parties hereto.
15. **Attorneys' Fees.** Tenant agrees to promptly reimburse Fee Lender and Landlord, respectively, for any reasonable legal fees or other expenses incurred by Fee Lender and Landlord, respectively, with respect to the review, preparation and negotiation of this Agreement.
16. **Entire Agreement; Counterparts.** This Agreement represents, the entire, final agreement between the parties with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. This Agreement may be executed in one or more counterparts which together shall constitute a single instrument.

[signatures contained on the following pages]

IN WITNESS WHEREOF, this Subordination, Non-Disturbance, Attornment and Estoppel Agreement has been duly executed and delivered under seal on or about the date first written above.

LEASEHOLD LENDER:

**THE COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH THE EXECUTIVE
OFFICE OF HOUSING AND LIVABLE
COMMUNITIES**

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF _____) ss.

On this ____ day of _____ 2023, personally appeared before me, the undersigned notary public, the above-named _____, _____ of the Executive Office of Housing and Livable Communities of The Commonwealth of Massachusetts, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, this Subordination, Non-Disturbance, Attornment and Estoppel Agreement has been duly executed and delivered under seal on or about the date first written above.

LANDLORD:

EAST WASHINGTON REALTY TRUST,
a Massachusetts nominee trust

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF _____)

On this ____ day of _____ 2023, personally appeared before me, the undersigned notary public, the above-named _____, Trustee of East Washington Realty Trust, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A
PROPERTY DESCRIPTION