

I. OVERVIEW

A. Request for Proposals (RFP)

The Town of Maynard is requesting proposals for a lease of Town owned property at the following location:

The former “Fowler Middle School” building ("Building") and surrounding land ("Building Property"), located at 61 Summer Street, Maynard, MA 01754, as shown on the Plan, attached hereto as Exhibit "A" and incorporated herein (collectively, the "Leased Premises"). The Leased Premises are part of the improvements and land located at 61 Summer Street, Maynard, Massachusetts ("Property"). The Leased Premises do not include the “Gymnasium” and the "Gymnasium Property" portions of the Property as shown on Exhibit A.

Parties in receipt of and interested in this RFP must submit contact information, including name, representing firm, mailing address, phone number and email address, to:

Town Administrator's Office
195 Main Street, Maynard MA 01754
gjohnson@townofmaynard.net

B. Summary of Purpose

The Town has leased this property to non-profit entities the past twenty (20) years and now that the current lease is ending, it seeks to enter into a new lease.

Concerning the Leased Property, the Town is seeking proposals for an award of a lease with a term of ten (10) years, with the option of two (2) extensions of five (5) year terms. All proposals must be consistent with the guidelines of this Request for Proposal (RFP). All proposers must be willing to enter into the Town's Form of Lease included in this RFP package as Exhibit B.

More specifically, the purpose of this RFP is to identify and select a tenant whose proposal addresses as many of the following goals as possible in its Proposal:

- Commits to make a reasonable effort to maintain full occupancy of the Leased Premises
- Conducts Youth and Senior Art Programs at the Leased Premises.
- Commits to directing lease payments towards a dedicated funding mechanism for the capital improvements of the Leased Premises.
- Provides regular financial reporting to the Town, quarterly at a minimum.
- Manages the Leased Premises by a Non-Profit Entity.
- Invites a designee from both (one each) the Maynard Select Board and the Maynard Cultural Council to attend, as observers, all meetings of the non-profit's board meetings.
- Conducts regular, at least twice a year (preferably quarterly), public engagement/community events, such as art displays at the Maynard Memorial Park as an example.

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- Maintains and repairs the Leased Premises as provided for in the terms of the Form of Leased attached hereto.
- Carries all liability/property insurance and any other insurance coverage relative to the care and use of the facility and grounds as required in the terms of the Form of Leased attached hereto.
- Improves the energy efficiency of the facility and implements strategies towards the Sustainability Goals of the town's Master Plan.
- Annually submits a capital and five-year business plan to the Maynard Select Board.
- Directly collaborates with the Maynard Cultural Council and Maynard Cultural District, for purposes including, but not limited to, public programming, educational opportunities, and cultural enrichment for the community.
- Assists with preservation of the pollinator meadow and beehive.
- Actively participates and maintains membership with the Maynard Business Alliance and regional Chamber of Commerce.
- Proposes initial lease payments of a minimum of \$12,000.00/year or \$1,000.00/monthly, and an increase of \$300, or more, each subsequent year.
- Cooperates with all town committees/boards/commissions and departments.
- Uses for the Leased Premises includes artist studios available to the general public, and provides preferences for current occupants.

II. PROPERTY INFORMATION

A. Location and Description

The Leased Property is located at 61 Summer Street, Maynard, MA, Assessors' Map 14, Lot 268, as more particularly shown on Exhibit A attached hereto.

III. LEASE TERM

The Town intends on awarding and executing a lease with a term of ten (10) years, with the option of two (2) extensions of five (5) year terms. All proposals must be consistent with the guidelines of this RFP. By submitting a response to this RFP, proposers are agreeing to enter into the Town's Form of Lease attached to this RFP if they are selected.

IV. PROCESS FOR SUBMITTING PROPOSALS

A. Schedule

Following the release of this RFP, the Tenant selection process will be completed in approximately 4-8 weeks. The process will include:

- Evaluation of the responses according to a list of criteria.
- Final selection.
- Provisional award of tenancy.
- Execution of the lease.

B. Submission Requirements

Procedures under this RFP require that the price proposals be confidential and separate from the technical proposals. Selection will be made after taking into consideration the overall most

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advantageous proposal based on the evaluation criteria specified in section V. PROPOSAL EVALUATION AND SELECTION PROCEDURE below.

The following must be submitted **by 9:00 am on Monday, June 27, 2022.**

1. Price Proposal

The price proposal should include the amount of rent or fee to be paid to the Town for the use of the property and the proposed payment schedule.

2. Technical Proposal

Proposals should supply all of the information described below and should demonstrate the ability of the potential Tenant to undertake the challenges associated with the proposal. Proposals should be persuasive as to their feasibility and should reflect an understanding of the qualities of the Leased Property and their value. It is intended that the substance of a Proposal, as approved by the Town, will be incorporated into all agreements and real property transactions which may result from the process. A cover letter should accompany any proposal. Proposals must include responses to all applicable sections of this RFP as detailed below.

i. Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project.

ii. Statement of Qualifications

Provide a statement describing past experience and qualifications as may be relevant towards addressing the listed goals in Section I-B Summary of Purpose above. Attach resume(s) if applicable.

iii. Certificate of State Tax Compliance as attached hereto

The Certificate of State Tax Compliance attached hereto must be executed and accompany all proposals.

iv. Certificate of Good Faith as attached hereto

The Certificate of Good Faith attached hereto must be executed and accompany all proposals

v. Disclosure Statement Concerning Beneficial Interest as attached hereto

The disclosure statement attached hereto must be executed and accompany all proposals.

vi. Anti-Discrimination

The proponent agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

C. Submitting Proposals

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NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

Three (3) bound copies and one (1) digital copy (thumb drive) of each of the Price Proposal and the Technical Proposal, are to be submitted.

1. **Price proposals** must be kept entirely separate from technical proposals.
 - The copies of the price proposals shall be submitted in a separate, sealed envelope, clearly labeled "Price Proposal, 61 Summer Street Building Lease".
2. **Technical proposals** shall be submitted in a separate, sealed envelope, clearly labeled "Technical Proposal, 61 Summer Street Building Lease".
3. Proposals should be submitted as follows and are to be **received** no later than 9:00 am on Monday, June 27, 2022.

Gregory Johnson
Town Building
195 Main St.
Maynard, MA 01754

4. Proposals received after the deadline will be rejected. Proposers are requested to examine this Request for Proposals and make sure that all pages are included. The Town assumes no responsibility for a proposal submitted on the basis of an incomplete Request for Proposals package. Proposers are expected to review all requirements and instructions of this Request; failure to do so will be at the Proposer's risk. Each proposer should furnish all the information required by this Request. The Town reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the Town, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, the Town reserves the right to reject any and all Proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town of Maynard. This RFP does not commit the Town to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal. Proposals will not be returned but will be retained by the Town for the official record.

5. Inquiries and Explanations

All inquiries concerning this Request for Proposals should be directed to:

Gregory Johnson
Town Building
195 Main St.
Maynard, MA 01754
gjohnson@townofmaynard.net

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Any explanation desired by a Proposer regarding the meaning or interpretation of this RFP **must be submitted in writing** no later than 10:00am, Monday, June 13, 2022. Verbal explanations or instructions shall not be binding on the Town. Any information given in writing to a prospective Proposer will be furnished to all known prospective proposers and known recipients of the RFP at the time of the question if such information is deemed to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information. Requests for on-site visitation should be directed to Gregory Johnson at the address listed herein.

V. PROPOSAL EVALUATION AND SELECTION PROCEDURE

A. Criteria for Evaluation

Proposals will be evaluated and rated on the basis of the following evaluation criteria. Respondents should ensure Technical Proposals are responsive to all criterion in this RFP. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer, if applicable. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

An “Unacceptable” rating in any one of the criteria may eliminate the Proposal from further consideration.

To the extent that an Evaluation Criterion requires the certification of fact, and this RFP does not require otherwise, a proposer’s certification as to that fact shall be an adequate response provided, however, upon request the proposer shall provide evidence to the Town to support that fact.

The following criteria will be used in the evaluation of responses:

1. The degree to which Proposal demonstrates a clear commitment to maintain full occupancy of the Leased Premises.

Highly Advantageous	Proposal demonstrates a clear commitment to maintain full occupancy of the Leased Premises.
Advantageous	Proposal demonstrates some commitment to maintain full occupancy of the Leased Premises.
Not Advantageous	Proposal demonstrates no commitment to make a reasonable effort to maintain full occupancy of the Leased Premises.
Unacceptable	Proposal explicitly demonstrates that full occupancy of the Leased Premises will not be maintained.

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2. Commitment to directing lease payments towards a dedicated funding mechanism for the capital improvements of the Leased Premises.

Highly Advantageous	Proposal explicitly proposes lease payments directed towards a dedicated funding mechanism for the capital improvements of the Leased Premises.
Advantageous	Proposal provides option for lease payments directed towards a dedicated funding mechanism for the capital improvements of the Leased Premises, upon terms to be negotiated with the Town.
Not Advantageous	Proposal proposes no lease payments directed towards a dedicated funding mechanism for the capital improvements of the Leased Premises or consideration for options thereof.
Unacceptable	Proposal explicitly denies any consideration of lease payments directed towards a dedicated funding mechanism for the capital improvements of the Leased Premises.

3. Financial Reporting

Highly Advantageous	Proposer will provide regular financial reporting to the Town at least quarterly.
Advantageous	Proposer will provide regular financial reporting to the Town bi-annually.
Not Advantageous	Proposer will provide regular financial reporting to the Town on a yearly basis.
Unacceptable	Proposer will provide regular financial reporting to the Town on a less than yearly basis.

4. Engagement with Town.

Highly Advantageous	Proposer will provide all three of the following: <ul style="list-style-type: none"> • Direct collaboration with the Maynard Cultural Council and Maynard Cultural District. • Participates (i.e. active membership) in Maynard Business Alliance and regional Chamber of Commerce. • Assures cooperation with town committees/boards/commissions and departments.
Advantageous	Proposer will provide two of the following: <ul style="list-style-type: none"> • Direct collaboration with the Maynard Cultural Council and Maynard Cultural District. • Participates (i.e. active membership) in Maynard Business Alliance and regional Chamber of Commerce. • Assures cooperation with town committees/boards/commissions and departments.
Not Advantageous	Proposer will provide one of the following: <ul style="list-style-type: none"> • Direct collaboration with the Maynard Cultural Council and Maynard Cultural District.

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	<ul style="list-style-type: none"> • Participates (i.e. active membership) in Maynard Business Alliance and regional Chamber of Commerce. • Assures cooperation with town committees/boards/commissions and departments.
Unacceptable	<p>Proposer does not provide any of the following:</p> <ul style="list-style-type: none"> • Direct collaboration with the Maynard Cultural Council and Maynard Cultural District. • Participates (i.e. active membership) in Maynard Business Alliance and regional Chamber of Commerce. • Assures cooperation with town committees/boards/commissions and departments.

5. Non-Profit Entity Status

Highly Advantageous	Leased Premises to be managed by a Non-Profit Entity, and commits to inviting a designee from both (one each) the Maynard Select Board and the Maynard Cultural Council to attend, as observers, all open session meetings of the non-profit's board meetings.
Advantageous	Leased Premises to be managed by a Non-Profit Entity, but does not invite a Town Select Board's and Cultural Council's designee to attend all open session meetings of the non-profit Board meetings.
Not Advantageous	Proposal is that the Leased Premises to be managed by an entity other than a Non-Profit Entity.
Unacceptable	Proposal is unresponsive as to the status of the entity that will manage the Leased Premises.

6. Community Benefits

Highly Advantageous	<p>Proposal includes all four of the following community benefits:</p> <ul style="list-style-type: none"> • Conducting regular, at least twice a year (preferably quarterly), public engagement events (such as art displays at Memorial Park in Maynard). • Conducting Youth and Senior Art Programs at the Leased Premises. • Uses for the Leased Premises includes Artist studios available to the general public, and provides preferences for current occupants. • Assistance with preservation of the community beehive and associated pollinator meadow.
Advantageous	<p>Proposal includes at least two of the following community benefits:</p> <ul style="list-style-type: none"> • Conducting regular, at least twice a year (preferably quarterly), public engagement events (such as art displays at Memorial Park in Maynard). • Conducting Youth and Senior Art Programs at the Leased Premises. • Uses for the Leased Premises includes Artist studios available to the general public. • Assistance with preservation of the community beehive and associated pollinator meadow.

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Not Advantageous	<p>Proposal includes less than two of the following community benefits:</p> <ul style="list-style-type: none"> • Conducting regular, at least twice a year (preferably quarterly), public engagement events (such as art displays at Memorial Park in Maynard). • Conducting Youth and Senior Art Programs at the Leased Premises. • Uses for the Leased Premises includes Artist studios available to the general public. • Assistance with preservation of the community beehive and associated pollinator meadow.
Unacceptable	<p>Proposal includes none of the following community benefits:</p> <ul style="list-style-type: none"> • Conducting regular, at least twice a year (preferably quarterly), public engagement events (such as art displays at Memorial Park in Maynard). • Conducting Youth and Senior Art Programs at the Leased Premises. • Uses for the Leased Premises includes Artist studios available to the general public. • Assistance with preservation of the community beehive and associated pollinator meadow.

7. Long term plans and energy efficiency improvements.

Highly Advantageous	<p>The proposal includes submission of a capital and long-range business plan (5 year plan) to the Maynard Select Board annually and plans to include energy efficiency improvements to the facility and implement strategies towards Sustainability Goals.</p>
Advantageous	<p>The proposal includes submission of a capital and long-range business plans (5 year plan) to the Maynard Select Board during the course of the lease term and plans to include energy efficiency improvements to the facility and implement strategies towards Sustainability Goals.</p>
Not Advantageous	<p>The proposal considers submission of a capital and long-range business plans (5 year plan) to the Maynard Select Board at least once during the course of the lease term but does not include plans to include energy efficiency improvements to the facility nor implement strategies towards Sustainability Goals.</p>
Unacceptable	<p>The proposal does not include submission of a capital and long-range plans (5 year plan) to the Maynard Select Board at any time during the course of the lease term nor includes any plans to included energy efficiency improvements to the facility nor implement strategies towards Sustainability Goals.</p>

8. Proposed Lease Payments

Highly Advantageous	<p>Proposed Lease Payments are (or above) \$24,000.00/year or \$2,000.00/monthly, and an increase of \$300 or more, each subsequent year.</p>
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Advantageous	Proposed Lease Payments are a minimum of \$12,000.00/year or \$1,000.00/monthly, and increase of \$300 or more, each subsequent year.
Not Advantageous	Proposed Lease Payments are nominal with some other non-monetary benefits proposed to the Town.
Unacceptable	Proposed Lease Payments are nominal with no other non-monetary benefits proposed to the Town.

B. Selection Process

1. Review of Proposals

The Town, through its Town Administrator will review and analyze all Proposals based on the evaluation criteria described in this Request for Proposals. During this process the Town may terminate further consideration of any Proposal at its own discretion; it may also request that a Proposer submit additional information.

2. Proposal Selection and Rule for Award

Upon completion of evaluation of proposals, the Town will select a Tenant. The Town reserves the right to request further information from a Proposer prior to final selection. The Town reserves the right to waive any formalities.

Rule for Award: The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the solicitation, will be selected.

3. Provisional Tenant Designation

Following selection of a Proposer, the Town will provisionally designate a Tenant for the property. All Proposers will be notified in writing of this Tenant designation. Following designation, the Tenant and the Town, through its Town Manager will negotiate and potentially execute a lease of the property.

VI. RESERVATIONS AND CONDITIONS

A. General Reservations

1. The Town makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals, including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations, prior sale, lease or financing.
2. The Town reserves the right to suspend, withdraw or amend this RFP at any time without notice.
3. The Town reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice

to all respondents. The Town reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.

4. The Town reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The Town further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the Town's best interest to do so. If a lease is not executed with the Selected Tenant, the Town may choose to execute a Lease with an alternate tenant from the pool of respondents, to terminate the selection process, or to begin a new selection process.
5. The Town reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and the Town, or any officer, employee, or agent of the Town that constitutes unfair competition or conflict of interest or that may be adverse to the Town.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with the Town in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public, with the exception of the Respondents personal financial information which the Town shall endeavor to keep confidential, if included.
2. No Respondent has proprietary rights to any ideas or materials submitted in its response to the RFP. All material submitted becomes the sole property of the Town.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying zoning requirements, design guidelines, environmental regulations, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions of the Leased Property and surrounding Property. Copies and summaries of this information are included in this RFP only as a convenience and the Town is not liable for any mistakes, damages, or other consequences arising from use of this information

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
_____, authorized signatory for
name of signatory _____, whose
name of Proposer _____,
principal place of business is at _____,
_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of Proposer _____
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to
taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature Date

Name

Federal Tax ID # or Social Security #

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this potential lease award has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Proposer by:

Print Name

Title/Authority

DCAMM Disclosure of Beneficial Interests Form

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains - such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

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Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Towner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

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The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe):

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange Town, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

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NONE

NAME:

POSITION:

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:
No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the Towner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange Town, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.
Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The Towner shall notify the state ethics Town of such names, and shall make copies of any and all disclosure statements received available to the state ethics Town upon request.
The Towner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

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AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

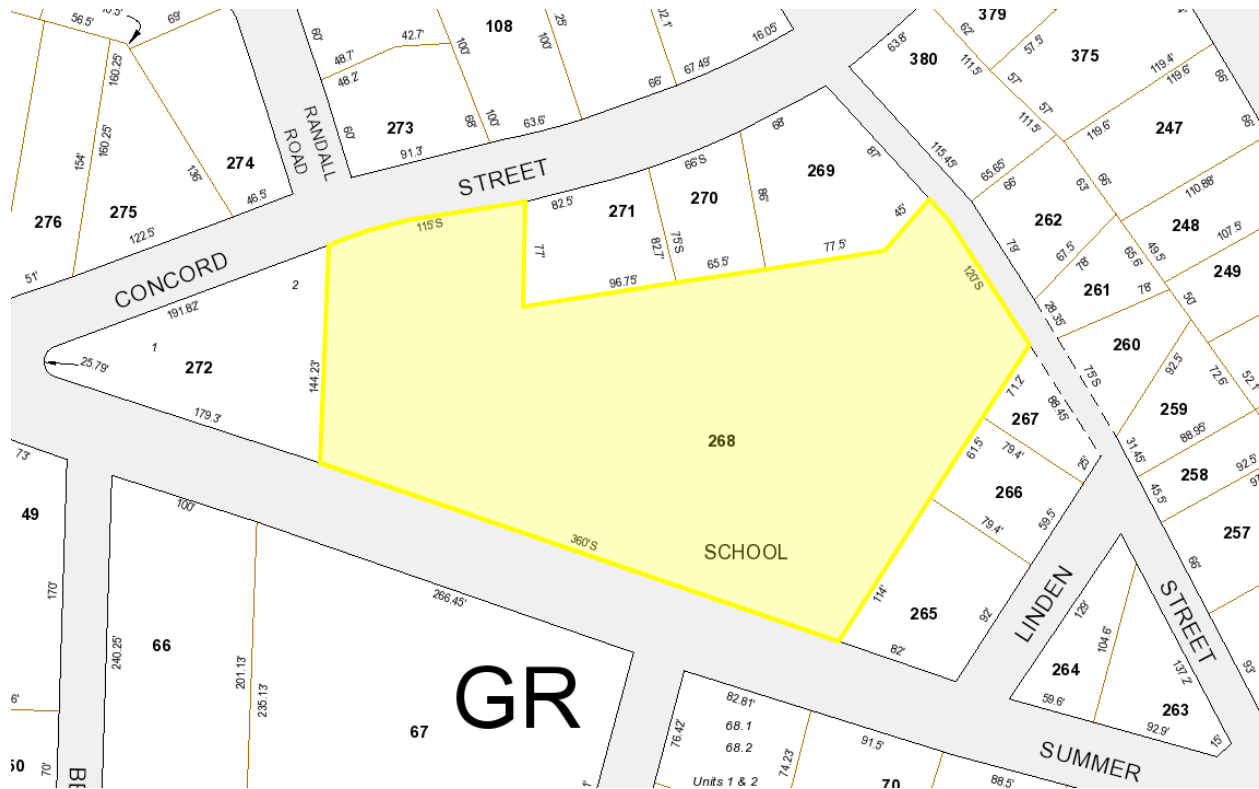
PRINT NAME & TITLE of AUTHORIZED SIGNER

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Exhibit A-Description and Plan of Leased Property

The subject property located at 61 Summer Street, Maynard, is an irregular shaped parcel of land situated between Concord, Linden and Summer Streets on the Town of Maynard. The irregular shaped parcel of land per public records contains 2.099 acres of land area that rises slightly from Summer to Concord Street. It has three curb cuts to access the property; two along Summer Street which are on either side of the improvement and one on Concord Street. The drives lead to off street parking at the rear for 30-50 (estimated) vehicles. The parcel is dominated by the past "Fowler School" which is located at the center of the parcel.

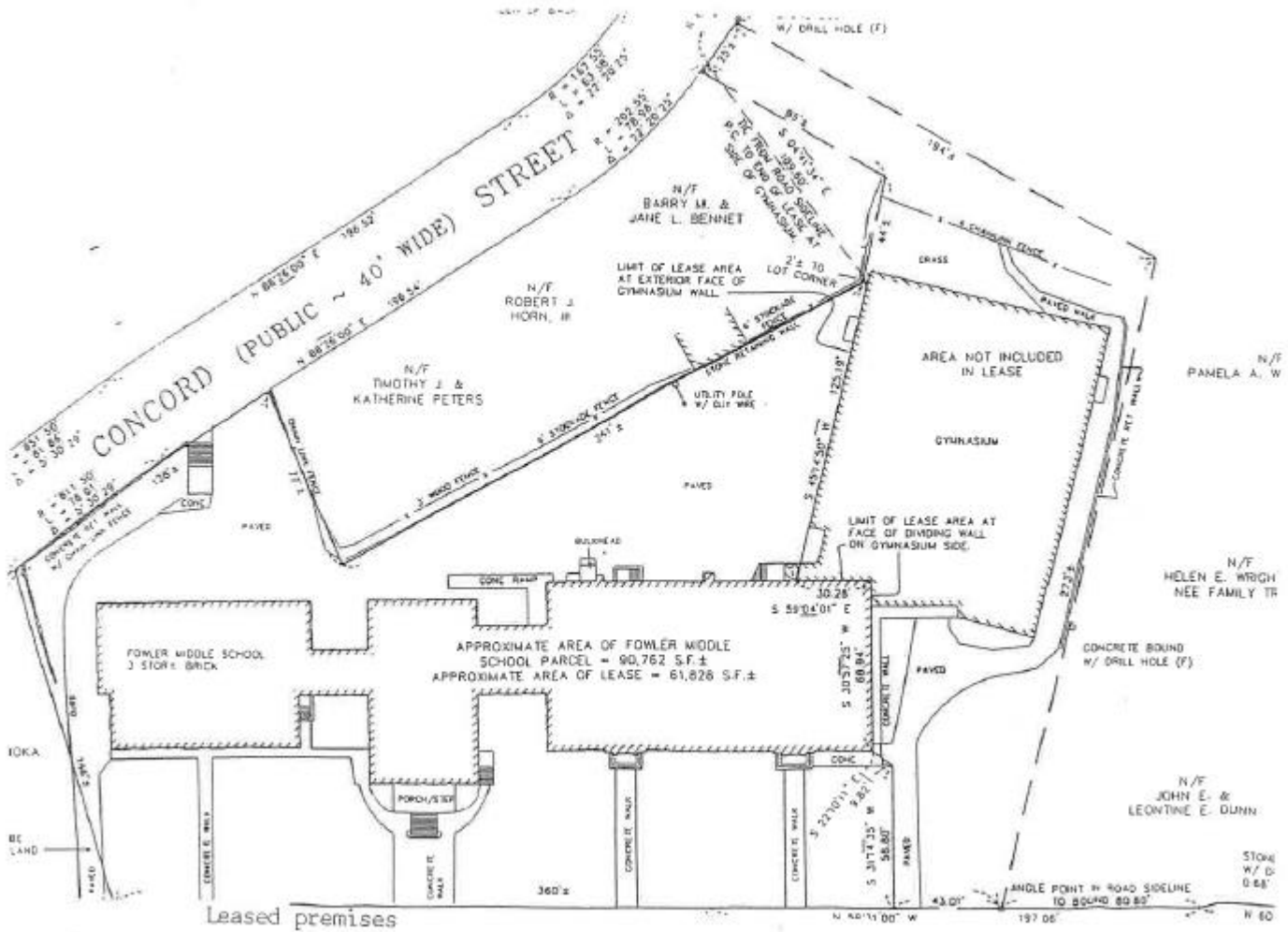
Assessor's Plan Map:



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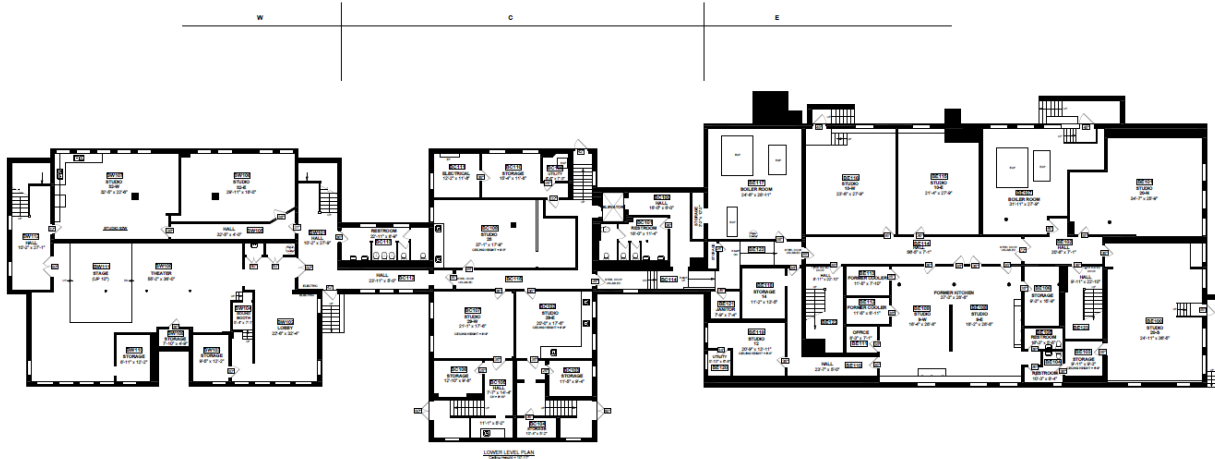
Property Plan cited in prior lease from August 2002 (gymnasium demolished since):



Maynard: 61 Summer Street, | Request for Proposal (RFP)

Building Lease

Basement level:



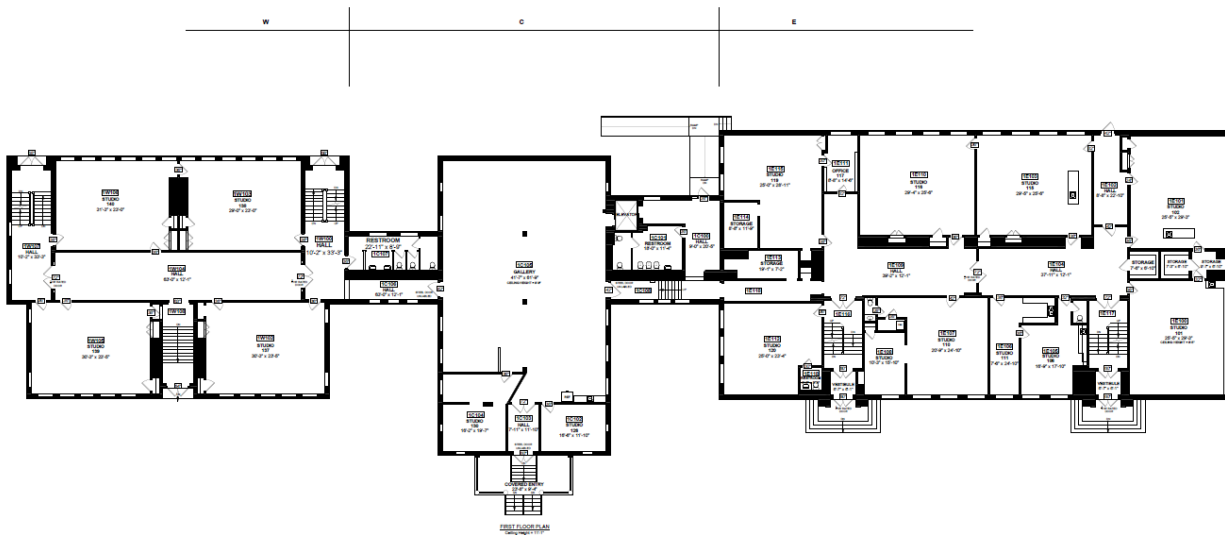
NATIONAL FLOOR PLANS
388 COLUMBUS AVENUE, SUITE 100
BOSTON, MA 02118 | 800-258-0217

61 SUMMER STREET
MAYNARD, MA

FLOOR PLANS

B

First Floor:



NATIONAL FLOOR PLAN
388 COLUMBUS AVENUE, SUITE 100
BOSTON, MA 02118 | 800-258-0217

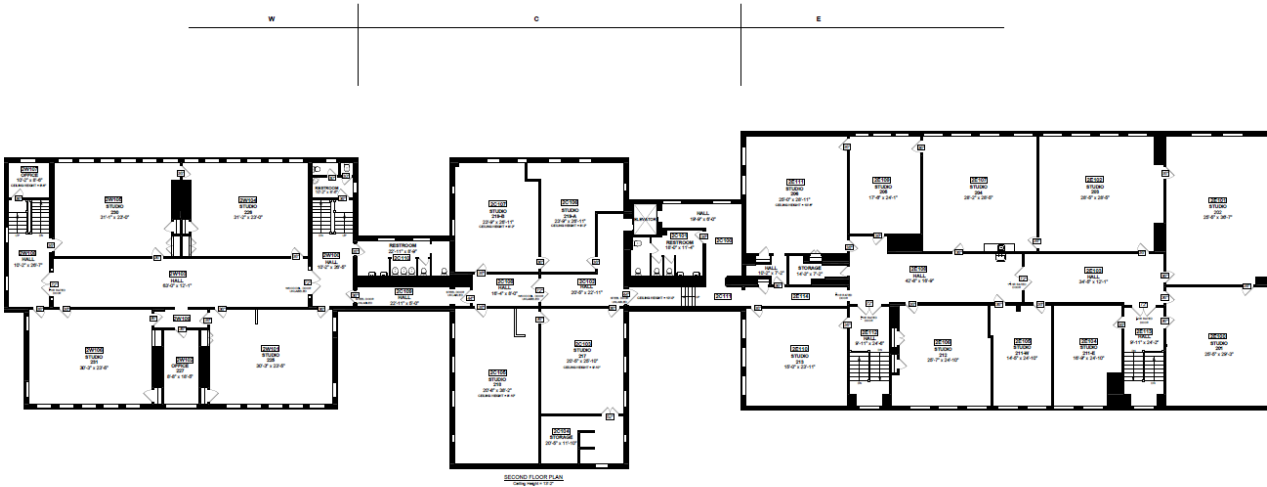
61 SUMMER STREET
MAYNARD, MA

FLOOR PLANS

1

Maynard: 61 Summer Street, | Request for Building Lease | Proposal Building Lease (RFP)

Second Floor:



NATIONAL FLOOR PLAN
398 COLUMBUS AVENUE SUITE
BOSTON MA 02116 800-528-62

61 SUMMER STREET
MAYNARD, MA

FLOOR PLANS



2

Maynard: 61 Summer Street,
Building Lease | Request for
Proposal
(RFP)

Exhibit B-Form of Lease

SAMPLE LEASE FOR 61 SUMMER STREET

1. PARTIES

THIS LEASE (hereinafter referred to as "LEASE") made this _____ day of _____, 2022, by and between the Town of Maynard, a municipal corporation established by law and existing in Middlesex County, Massachusetts, acting through its Select Board, who sign these presents in their official capacity and incur no liability jointly or severally in their individual capacities, and every other power and authority hereto enabling, (hereinafter referred to as "LESSOR"), and _____, a duly organized _____, in good standing, of _____ (hereinafter referred to as "LESSEE").

2. PREMISES

WITNESSETH this LEASE, for and in consideration of the covenants hereinafter contained and made on the part hereof of the LESSEE, LESSOR does hereby demise and lease to the LESSEE the following described premises in the Town of Maynard, County of Middlesex, Commonwealth of Massachusetts, to wit:

The former "Fowler Middle School" building ("Building") and surrounding land ("Building Property") as shown on the Plan, attached hereto as Exhibit "A" and incorporated herein (collectively, the "Leased Premises"). The Leased Premises are part of the improvements and land located at 61 Summer Street, Maynard, Massachusetts ("Property"). The Leased Premises do not include the "Gymnasium" and the "Gymnasium Property" portions of the Property as shown on Exhibit A, and made a part of this LEASE;

together with all the LESSOR'S easements and appurtenances in adjoining and adjacent land and streets, reasonably required for the installation, maintenance, operation and service of sewer, water, gas, power and other utility lines for the use of the above-described parcel of land as a with handicapped accessible restroom facilities (hereinafter referred to as the "DEMISED PREMISES").

3. TERM

TO HAVE AND TO HOLD the same for a term of ten (10) years, more or less, commencing on the _____, 2022, and expiring on the 30th day of June, 2032, with the option of two (2) extensions of five (5) year terms, inclusive, unless sooner terminated as hereinafter provided.

4. RENT AND SECURITY DEPOSIT

Rent: The LESSEE shall pay to the LESSOR annual rent for said DEMISED PREMISES in the sum of _____ Dollars (\$_____.00) per year, payable as follows: _____

Security Deposit:

- a. LESSEE agrees that \$_____.00 (_____ and no/00 dollars), being an amount equal to three (3) months' rent will be paid upon execution and delivery of this Lease, and that LESSOR shall hold the same, throughout the term of this Lease, as security for the performance by LESSEE of all obligations on the part of LESSEE to be kept and performed. In no event shall said security deposit be deemed to be a prepayment of rent nor shall it be considered a measure of liquidated damages. LESSOR shall have the right from time to time without prejudice to any other remedy LESSOR may have on account thereof, to apply such deposit, or any part thereof, to cure a default by LESSEE hereunder or LESSOR's damages arising from any default on the part of LESSEE. If any amount of such deposit is so applied, LESSEE shall pay the amount so applied to LESSOR upon demand therefor. LESSEE not then being in default, LESSOR shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Paragraph to LESSEE on the expiration or earlier termination of the Lease Term and surrender of possession of the Premises by LESSEE to LESSOR. While LESSOR holds such deposit, LESSOR shall have no obligation to pay interest on the same and shall have the right to commingle the same with LESSOR's other funds. If LESSOR conveys LESSOR's interest under this Lease, the deposit or any part thereof not previously applied may be turned over by LESSOR to LESSOR's grantee, and if so turned over, LESSEE agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Paragraph and the return thereof in accordance herewith. Neither a successor LESSOR, the holder of a mortgage shall ever be responsible to LESSEE for the return or application of any such deposit, whether or not it succeeds to the position of LESSOR hereunder, unless such deposit shall have been received in hand by such successor, holder or ground LESSOR.

5. COMMENCEMENT OF RENT

Any provision of this LEASE notwithstanding, the accrual of rent under this LEASE shall commence on _____, 2022

6. TIME OF THE ESSENCE

The parties agree that time is of the essence in respect to the agreements contained herein. The failure of the LESSEE to adhere to any date/time schedules contained herein shall constitute a default under this LEASE. Any default hereunder by the LESSEE shall be grounds for the LESSOR, at its sole option and election, to terminate this LEASE and declare the same null and void, of no further force and effect, and without recourse to LESSEE.

In accordance with the Plan, Exhibit A, referenced in paragraph 2 above, The LESSEE, at its own cost and expense, shall procure all necessary licenses and permits for the erection of, signs and other desired improvements.

7. LESSOR'S ACCESS

The LESSEE shall provide LESSOR with a set of keys, entry cards, and alarm codes, if any, for access to the DEMISED PREMISES. The LESSOR and/or its agents may, during LESSEE'S normal business hours, with reasonable advanced notice to LESSEE, enter to view the DEMISED PREMISES. The LESSOR may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR deems necessary. In the

event of a bona fide emergency, LESSOR and/on its agents shall have the right to enter the DEMISED PREMISES at any time and without notice to LESSEE. In such instances, as soon as practicable thereafter, LESSOR shall notify LESSEE of LESSOR'S entrance into the DEMISED PREMISES. LESSOR may, during LESSEE'S normal business hours with reasonable advanced notice, show the DEMISED PREMISES to others, and at any time within ninety (90) days before the expiration of the term, may affix to any suitable part of the DEMISED PREMISES a notice for letting or selling the DEMISED PREMISES, and keep the same so affixed without hindrance or molestation, so long as it does not interfere with LESSEE'S business operation.

8. WAIVER

One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition by the LESSEE. The failure of LESSOR to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition in this LEASE shall not prevent a similar subsequent act from constituting a default under this LEASE.

9. ACCEPTANCE OF CONDITION

LESSEE'S possession of the DEMISED PREMISES shall constitute LESSEE'S acknowledgment that the DEMISED PREMISES are in an acceptable condition. Should any standard or regulation hereafter be imposed on LESSOR or LESSEE by any body, federal, state, county or municipal charged with the establishment, regulation and enforcement of occupational, health, or safety standards for employers and employees applicable to the DEMISED PREMISES, then LESSEE agrees, at LESSEE'S sole cost and expense, to comply promptly with such standards or regulations.

10. ZONING LAWS

The LESSEE warrants that the use of the DEMISED PREMISES will be as a "office building or medical center which is a preexisting non confuting use in a single residence district. The LESSEE hereby acknowledges that the LESSOR is relying upon said representation and warranties in executing this LEASE and that matters so represented and warranted are material in nature and the LESSEE accordingly agrees that any breach of warranty or misrepresentation will be grounds for the LESSOR, at its sole option and election, to terminate this LEASE.

11. USE OF PREMISES AND HOURS OF OPERATION

The LESSEE shall use the DEMISED PREMISES only for the purpose of operating office building or medical center . Said facilities shall be in accordance with the provisions of this LEASE, in compliance with all federal, state, county, and municipal laws, ordinances, codes, rules and regulations, and with the Request For Proposals ("RFP"), incorporated herein by reference and made a part of this LEASE. LESSEE shall allow public access only between the hours of 7:00 am thru 11:00 pm, inclusive, seven (7) days per week. The LESSEE may operate the for additional time periods for emergency office visits.

12. COMPLIANCE WITH LAWS AND BYLAWS

The LESSEE shall comply with all federal, state, county and municipal laws and any and all rules, ordinances, codes and regulations of any duly constituted authority presently affecting or respecting the DEMISED PREMISES in the construction of "LESSEE'S Improvements" herein, and LESSEE'S obligation for the construction of such improvements shall also include the erection of any further improvements that may be required by all applicable laws, bylaws, rules and regulations.

The LESSEE shall comply with all federal, state, county and municipal laws and all ordinances, codes, rules and regulations, present and future, of any duly constituted authority affecting or respecting the use or occupancy of the DEMISED PREMISES by the LESSEE, or the business at any time thereon transacted by the LESSEE after the commencement of the term of this LEASE.

The LESSEE shall at all times maintain the DEMISED PREMISES, the building thereon, and all appurtenances in a clean and sanitary condition, and according to all applicable federal, state, county and municipal laws, ordinances, codes, rules and regulations and the directions of the LESSOR.

13. INSURANCE

The LESSEE hereby covenants and agrees at all times during the term hereof to obtain and maintain and keep in force for the mutual benefit of the LESSOR and the LESSEE general public liability insurance against claims for personal injury, death or property damage occurring in, on or about the DEMISED PREMISES and the land or sidewalks adjacent to the DEMISED PREMISES in the following amounts:

Bodily Injury: per person. . . . \$1,000,000.00

per accident. . . \$3,000,000.00

Property Damage. . . . \$1,000,000.00 per occurrence / \$3,000,000.00 aggregate

The LESSEE further covenants and agrees at all times during the term hereof to obtain and maintain general public liability insurance that lists the LESSOR as additional insured.

The LESSEE further covenants and agrees at all times during the term hereof to obtain and maintain and keep in force for the mutual benefit of the LESSOR and the LESSEE or anyone claiming by, through or under them, fire, extended coverage, flood, vandalism and malicious mischief and other permanent improvements demised hereunder in one hundred percent (100%) replacement value form.

The LESSEE further covenants and agrees that the insurance required to be carried hereunder shall be placed with such insurance companies as shall be approved by the LESSOR.

The parties further covenant and agree that the LESSOR and LESSEE and anyone claiming by, through or under them shall be named as co-insureds and loss payees as their respective interests may appear in the above referenced policies, and that the LESSEE shall deliver to the LESSOR Certificates of said insurance and of renewals thereof from time to time as they

become effective during the term of this LEASE. All such Certificates shall, if the company so permits, provide that such policies shall not be cancelled without at least a thirty (30) days written notice of cancellation to each insured so named. The LESSEE further covenants and agrees that the portion of such insurance proceeds which are payable as a result of any such loss representing the interest of the LESSOR in the DEMISED PREMISES, including LESSEE'S improvements thereon, shall be paid directly by the insurer to the LESSOR.

14. INDEMNIFICATION

The LESSEE shall indemnify, save harmless and defend the LESSOR from and against all losses, damages, costs, claims, suits, liabilities and expenses of any sort or nature, and from liability to any person for injury or property damage arising out of or relating to the use, work and activities permitted or required under this LEASE.

15. TAXES, UTILITIES, AND RUBBISH/TRASH REMOVAL

The LESSEE agrees to pay as they become due the LESSEE'S utilities, including without limitation electricity, cable, water, and sewer, and the LESSEE further agrees to pay as they become due the taxes and assessments upon the DEMISED PREMISES including the land, improvements, and personal property in accordance with the provisions of section 3A of chapter 59 of the General Laws. LESSEE further agrees at LESSOR'S sole cost to be responsible for the removal of rubbish, trash from all dumpsters, trash barrels, cans and canisters located on or at the DEMISED PREMISES.

In the event the LESSEE shall fail when and as due the foregoing taxes and charges, said action or non-action shall be deemed an immediate default hereunder.

16. REPAIRS

The LESSEE shall maintain the DEMISED PREMISES in good structural repair, shall make all repairs and replacements necessitated by any cause and shall make all repairs or replacements necessitated by peril covered by a standard Fire and Extended Coverage Insurance Policy, subject to terms of paragraph 13 herein. The LESSEE shall make all necessary repairs and replacements relative to the underground portion of the sewer and water system. The LESSEE shall make any and all repairs and/or replacements of the HVAC system and shall at all times be responsible for the good repair and maintenance of the entirety of the building, grounds and the parking lot. All repairs and replacements estimated to cost more than Ten Thousand Dollars (\$10,000.00) shall be made only with the LESSOR'S prior written consent. The LESSOR shall, at all times, have the right to inspect the progress of said repairs and replacements and waives no rights hereunder to demand proper and timely performance of all covenants related to said repairs, alterations, improvements, replacements and other construction as required or permitted by this LEASE.

If the LESSEE fails to commence making any repairs or replacements which the LESSEE is obligated hereunder to make within five (5) days after the LESSOR gives written notice

requesting the LESSEE to do so, or fails to complete the same promptly, the LESSOR may at its option terminate this LEASE upon written notice to the LESSEE.

17. ALTERATIONS AND INSTALLATION OF EQUIPMENT

The LESSEE may make alterations, additions and improvements to the DEMISED PREMISES from time to time during the term of this LEASE, provided that all such alterations, additions and improvements estimated to cost more than Ten Thousand Dollars (\$10,000.00) may be made only with the LESSOR'S prior written consent. The LESSEE shall not, however, disturb or interfere in any manner with the use of the handicapped-accessible restroom facilities.

The LESSEE shall have no authority to create or place any lien or encumbrance of any kind whatsoever upon or in any manner to bind the interest of the LESSOR in the DEMISED PREMISES or any replacement thereof, without the prior written consent of the LESSOR, and the LESSEE covenants and agrees to promptly pay all sums legally due and payable by it on account of any labor performed upon the DEMISED PREMISES upon which any lien is or can be asserted against the DEMISED PREMISES or the improvements thereon.

The LESSEE is hereby expressly given the right at any time during the term of this LEASE or any extension thereof and for a period of ten (10) days after the termination of this LEASE, or any extension thereof, by lapse of time or otherwise, provided however, LESSEE is not in default of the terms and conditions of this LEASE, to enter upon to remove from said DEMISED PREMISES the personal property of the LESSEE, but shall not be obligated to do so, and upon failure to so remove as heretofore provided such personal property shall become the property of the LESSOR.

18. MECHANICS' LIENS

The LESSEE agrees to pay when due all sums of money that may become due for, or purported to be due for, any labor, services, materials, supplies, or the LESSEE'S equipment which are alleged to have been furnished or to be furnished for the LESSEE, in or about the DEMISED PREMISES, and which may be secured by any mechanics', materialman's or other lien against the DEMISED PREMISES and/or the LESSEE'S interest therein. The LESSEE will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures and/or becomes due, provided, however, that if the LESSEE desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final judgment and such judgment or such process as shall be issued for the enforcement thereof, is not promptly stayed or is so stayed and said stay thereafter expires, then and in that event the LESSEE shall forthwith pay and discharge the said judgment.

19. LESSOR'S RIGHT TO CURE LESSEE'S DEFAULTS

The LESSEE agrees that if the LESSEE fails to pay any interest, principal, cost or other charge upon any mortgage or mortgages or other liens or encumbrances affecting the DEMISED PREMISES when any of the same become due, or if the LESSEE fails to make any repairs or do any work required of the LESSEE by the provisions of this LEASE, or in any other respect fails to perform any other covenant or agreement contained in this LEASE to be performed by

the LESSEE, then and in such event after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by the LESSOR to the LESSEE, notwithstanding any delay or forbearance in giving such notice, the LESSOR may, without being under any obligation to do so, pay such principal, interest, costs and other charges, and cure such defaults all on behalf of and at the expense of the LESSEE. The LESSOR may further do all necessary work and make all necessary payments in connection with, including without limitation reasonable attorneys' fees, costs and charges of or in connection with any legal action which may be brought. The LESSEE agrees to pay the LESSOR forthwith any amount so paid by the LESSOR, together with interest thereon at the maximum rate allowed by law. The LESSEE shall further indemnify the LESSOR against all loss of rent or other payments which the LESSOR may incur by reason of such termination during the remainder of the LEASE term. All sums charged by the LESSEE to the LESSOR hereunder shall be indebtedness of the LESSEE to the LESSOR payable on demand.

20. DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

If the building on said DEMISED PREMISES shall be damaged or rendered un-Lesseeable by fire or other casualty, the LESSEE shall within thirty (30) days from the date of said damage or destruction commence to repair or replace said building according to the LESSOR'S plans and specifications so that the LESSEE may continue in occupancy, and the same shall be completed within a reasonable time thereafter. Rental payments and other payments and fees due under this LEASE shall not be abated during any said period of un-Lesseeability. The parties further agree that in the event the LESSEE has not commenced construction within thirty (30) days from the date of damage causing the building to be rendered un-Lesseeable, the LESSOR may thereupon and without further notice to the LESSEE commence to repair or replace said building. In the event the LESSOR makes said repairs or replacements, the LESSEE shall be liable to the LESSOR for any and all costs and expenses of the LESSOR in making the same and the LESSEE shall be required to reimburse the LESSOR for any such costs or expenses which the LESSOR expends for replacement or repair of improvements necessitated by the occurrence of a casualty other than that covered by insurance as required in paragraph 13 of this LEASE. If the LESSEE fails to reimburse the LESSOR within ten (10) days after receiving the LESSOR'S invoice, the LESSOR shall have the right to institute legal action in law or equity to recover its expenses, terminate this LEASE and without recourse to LESSEE.

The parties agree that if the building cannot be repaired or replaced within one hundred fifty (150) days after such damage to the building due to the inability of either party to obtain materials or labor needed, strikes or acts of God or governmental restrictions that would prohibit, limit or delay said construction, then the time for completion of said repairs and replacements shall be extended accordingly, provided, however, that in any event, if the repair or replacement of the building cannot be completed within a period of two hundred ten (210) days from the date of damage or destruction causing un-Lesseeability, either party may at its option terminate this LEASE, provided further, any such delay is not a result of LESSEE'S conduct, action or inaction.

21. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet all or any part of the Premises or make any other transfer of its interest in the whole or any portion thereof, directly or indirectly, at any time during the Lease Term without the prior written consent of Lessor which consent Lessor may withhold in its sole discretion. In the event the Lessor consents to said assignment, no such assignment shall release or discharge Lessee from any obligations or liabilities set forth in this Lease, which obligations and liabilities shall continue to be direct and primary in any event, nor shall it reduce or increase Lessor's obligations hereunder.

Lessor may assign any and all of its rights under this Lease to any other entity which by reason of purchase, financing, letting or otherwise controls the Premises or the Land. Lessor shall provide notice to the Lessee of said assignment along with a change of any address to which Notice hereunder shall be provided if different than as stated herein

22. LESSOR'S RIGHT TO TERMINATE LEASE AND TAKE POSSESSION, REMEDIES AND DAMAGES

A. Right to Terminate and Take Possession

If the LESSEE shall neglect or fail to perform or observe any of the covenants contained in this LEASE and on the LESSEE to be performed or observed, or if the estate created shall be taken on execution, or by other process of law, or if the LESSEE shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the LESSEE'S property for the benefit of creditors, notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the LESSOR may declare this said LEASE and term ended, and enter into said DEMISED PREMISES, or any part thereof, either with or without process of law, and expel the LESSEE or any entity or person occupying the same in or upon the DEMISED PREMISES, using such force as may be necessary, and to repossess and enjoy said DEMISED PREMISES as in the LESSOR'S former estate without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this LEASE and term shall terminate and the DEMISED PREMISES together with improvements thereon, including replacements thereof, shall unconditionally and without cost become the property of the LESSOR.

In the event of termination of this LEASE, written Certification from the LESSOR that the LEASE has been terminated shall be conclusive, and upon recording of said Certification this LEASE shall be null and void and without recourse to LESSEE.

B. Remedies; Damages

(a) After an Event of Default by Lessee, Lessor may, by written notice to Lessee, elect to terminate this Lease; and thereupon (and without prejudice to any remedies which might otherwise be available for arrears of Rent or preceding breach of covenant or agreement and without prejudice to Lessee's liability for damages as hereinafter stated), upon the giving of such notice, this Lease shall terminate as of the date specified therein as though that were the

Expiration Date. Upon such termination, Lessor shall have the right to utilize the Security Deposit and apply the proceeds thereof to its damages hereunder. Without being taken or deemed to be guilty of any manner of trespass or conversion, and without being liable to indictment, prosecution or damages therefor, Lessor may, by lawful process, enter into and upon the Premises (or any part thereof in the name of the whole); repossess the same, as of its former estate; and expel Lessee and those claiming under Lessee. The words "re-entry" and "re-enter" as used in this Lease are not restricted to their technical legal meanings.

(b) Lessee covenants with Lessor that in case of such termination, or in case of termination under statute for default of Lessee, Lessee shall pay to Lessor all Rent due and owing hereunder up to the time of such termination, and shall continue to be liable for any preceding breach of covenant. In addition, Lessee shall at the election of Lessor (which election may be made or changed at any time or from time to time before the settlement), pay:

(i) as liquidated damages for so much of the remaining Term as is covered thereby, and at the same times and in the same installments as are specified in this Lease, sums equal to the Rent or, if the Premises shall have been relet by Lessor, sums equal to the excess of the rental and other payments last mentioned over the net sums actually received by Lessor for the period to which the Rent relate, it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining Term; and *provided*, that (x) in no event shall Lessee be entitled to receive any excess of such net rents over the sums payable by Lessee to Lessor hereunder and (y) in no event shall Lessee be entitled in any suit for the collection of damages pursuant to this provision to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Lessor prior to the commencement of such suit. If the Premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting),

(c) In addition to the foregoing Lessee agrees to pay to Lessor on demand all expenses incurred by Lessor in order to (i) obtain possession of the Premises, (ii) make such alterations, improvements, repairs, replacements, renovation and restoration as Lessor deems reasonably necessary or advisable to put the Premises in reasonably good and rentable repair, order and condition, and (iii) relet the Premises, including, without limitation, the reasonable fees of attorneys, brokers, engineers and architects, commercially reasonable free rent and lessee improvement contributions.

(d) Lessor may bring suit(s) for the recovery of damage, or any installments thereof, from time to time at its election and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the Term would have expired if it had not been earlier terminated. Nothing herein contained shall be construed as limiting or precluding the recovery by Lessor against Lessee of any sums or damages to which, in addition to the damages particularly provided above, Lessor may be lawfully entitled to by reason of any Event of Default hereunder.

(e) In lieu of any other damages and in lieu of full recovery by Lessor of all sums payable under all the foregoing provisions of this Section, Lessor may, by written notice to Lessee, at any time after this Lease is terminated under any of the provisions herein contained or is otherwise terminated for breach of any obligation of Lessee and before such full recovery, elect

to recover, and Lessee shall thereupon pay, as liquidated damages, an amount equal to the aggregate of (x) an amount equal to the lesser of (1) Rent accrued under this Lease in the twelve (12) months immediately prior to such termination, or (2) Rent payable during the remaining months of the Term if this Lease had not been terminated, plus (y) the amount of Rent accrued and unpaid at the time of termination, less (z) the amount of any recovery by Lessor under the foregoing provisions of this Section up to the time of payment of such liquidated damages.

(f) If Lessee shall default in the performance of any covenant on Lessee's part to be performed in this Lease contained, including without limitation the obligation to maintain the Premises in the required condition pursuant to this lease, Lessor may, upon reasonable advance written notice, except that no notice shall be required in an emergency, immediately, or at any time thereafter, perform the same for the account of Lessee. Lessee shall pay to Lessor upon demand therefor any costs incurred by Lessor in connection therewith, together with interest at the rate of 10% from the date of demand until paid in full. In addition, Lessee shall pay all of Lessor's costs and expenses, including without limitation reasonable court costs, attorneys' fees, incurred (i) in enforcing any obligation of Lessee under this Lease or (ii) as a result of Lessor or any of the Lessor Indemnitees, without its fault, being made party to any litigation pending by or against any of the Lessee Parties.

(g) Lessee does hereby waive and surrender all rights and privileges which it might have under or by reason of any present or future legal requirements to redeem the Premises or to have a continuance of this Lease for the Term hereby demised after being dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as herein provided. Except to the extent prohibited by law, any statutory notice and grace periods provided to Lessee by law are hereby expressly waived by Lessee.

(h) The specified remedies to which Lessor may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Lessor may at any time be lawfully entitled, and Lessor 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.

(i) Lessor's failure to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Lessor of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No provisions of this Lease shall be deemed to have been waived by either party unless such waiver be in writing signed by such party. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

In all events, in the event of Lessee shall fail to perform any requirement or covenant hereunder, then any and all Rent and any other charges due hereunder shall become due and payable by the LESSEE to the LESSOR.

23. HOLDING OVER

In the event the LESSEE continues to occupy the DEMISED PREMISES after the last day of the term hereby created, or after the last day of any extension of said term, and the LESSOR elects to accept rent thereafter, and is permitted by law to do so, a tenancy from month to month only shall be created and not for any longer period. The Rent during any Hold Over period shall be one and a half times the rent due the immediate term prior to the Hold Over period.

24. SURRENDER OF PREMISES

The LESSEE shall, after the last day of the term or any extension thereof or upon any earlier termination of such term or Lease, surrender and yield up to the LESSOR the building and other improvements on such DEMISED PREMISES in good order, condition and state of repair, reasonable wear and tear excepted.

25. WAIVER OF SUBROGATION

The LESSOR does hereby waive any and all claims against the LESSEE for damage to or destruction of any improvements upon the DEMISED PREMISES, whether or not resulting from the negligence of the LESSEE, which is fully covered for the benefit of the LESSOR by the insurance which the LESSEE is obligated to carry under the terms of this LEASE.

26. INVALIDITY OF PROVISIONS

If any term or provisions of this LEASE or the application thereof to any entity, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this LEASE, or the application of such term or provision to entities or persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

27. SERVICE OF NOTICE

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid

if intended for LESSOR shall be addressed to

a. Town Administrator

Town Hall

195 Main Street

Maynard, MA 01754

or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the United States mail.

28. AMENDMENTS

No waivers, amendments or modifications of this LEASE or any agreement in connection therewith shall be valid unless in writing duly executed by both the LESSOR and the LESSEE.

29. PARAGRAPH HEADINGS

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this LEASE.

30. OPTION TO EXTEND

The option to renew for two consecutive five-year terms shall be in writing, at the sole discretion of the Town, and not subject to assent by the Contractor.

31. MERGER

This LEASE supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the DEMISED PREMISES and contains all of the covenants, agreements, and other obligations between the said parties with respect to the said DEMISED PREMISES.

IN WITNESS WHEREOF, the parties hereto are authorized in their respective capacities to set their hands and seals the day and year first above written.

LESSOR:

LESSEE:

TOWN OF MAYNARD

By: _____

By: _____
