

SUMMARY OF 12 HAMILTON STREET (OLD CENTRAL FIRE STATION) LEASE

- an Emergency Ambulance Service Provider that will be centrally Located within the Town (Saugus Center) where the Police and Central Fire Stations are currently located providing superior response medical times to the residents of Saugus
- the Police and Fire Chiefs' are both recommending this location so that the same improved level of service can be maintained in the interest of public safety
- a marked improvement in response times from this central location which is essential to public safety and health of our residents
- significant income (5-Year Lease) generating approximately \$231,000 which includes a fee of \$5,500.00 annually in lieu of taxes
 - Annual rent \$14,553 for first two years
 - Annual rent \$58,212 for years three, four, five

(First two years of rent discounted because American Ambulance doing substantial renovations on property)

- estimated \$300,000-\$350,000 in much needed capital improvements and repairs to the building by American Ambulance to address the safety and code issues identified by this administration, as well as previous administrations
- unlike other past Town leases, American Ambulance will pay for all utilities including, water, sewer, gas, and electric
- in addition to significant capital improvements, tenant will be responsible to clean, repair, and maintain building and grounds
- a sophisticated and comprehensive commercial lease which sets good precedent for the town for future leases



Town of Saugus
Town Hall
298 Central Street
Saugus, Massachusetts 01906

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Town Manager

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May 30, 2014

Dear Board of Selectmen:

Please find forwarded for the Board's review and approval a lease by and between the Town of Saugus and American Ambulance, Inc. as it relates to a Town owned building located at 12 Hamilton Street a/k/a the former Central Fire Station.

I had planned to have the lease presented to Board sooner. However, the Town's outside counsel became involved in a trial that lasted seven weeks, not including his preparation time, and set back the scheduled timeline.

As you know, American Ambulance will be the Town's exclusive Emergency Ambulance Service provider whether it is at 12 Hamilton Street or another permanent location within the Saugus borders. However, the proposed location has distinct advantages for the community in several ways, the most important of which is public safety.

The time that American has occupied this location has given both American and the Town an opportunity to closely monitor the transition in being the Town's new provider. Furthermore and most importantly, this time has given the Town the ability to evaluate and measure American's response times and resources as it relates to public safety and the community from 12 Hamilton Street, a location centrally located to the residents in the Town.

This central location is where the Town's Public Safety Building is also located at 27 Hamilton Street, consisting of the Police and Fire Departments. 12 Hamilton Street was once the home of Saugus Central Fire Station, as well as, the Town's previous Ambulance provider. It was obvious to our predecessors that this location made the most sense for providing public safety services to all of Saugus, and in particular that part of Saugus that is most densely populated.

The Police and Fire Chiefs are both recommending that the Town's Emergency Ambulance Service provider continue to be located at the 12 Hamilton Street location so that the same level of service can be maintained in the interest of public safety. (See Attached Chief's Letters).

In addition, attached are reports showing coverage and response times by American Ambulance from the 12 Hamilton Street location since becoming the Town's service provider. As evidenced by the reports, these response times are a marked improvement from

past history and further validate that this central location is essential to overall public safety and health of our residents of Saugus. (See Attached Response Reports).

As you are surely aware, the building is in need of and requires extensive capital expenditures and repairs to address the safety and code issues identified by this administration, as well as, previous administrations.

This lease, at no cost to the Town, obligates American Ambulance to make the necessary capital expenditures and repairs to bring the building up to be safety and code compliant. Furthermore, unlike other past Town leases, American Ambulance will be billed and pay for all utilities including, water, sewer, gas, and electric. In addition to the monthly rent schedule, American will pay an annual fee in lieu of taxes of \$5,500.00.

While of utmost importance to the citizens we represent is our ability to provide the best possible public safety services, the Board and citizens can feel confident that this proposal makes sound financial sense for our budget this year and in subsequent years.

I therefore wholeheartedly and without reservation recommend that the Board approve of this lease.

Very truly yours,



Scott C. Crabtree, Esq.
Town Manager

enc.

cc: Jay Sullivan, Esquire
Chief Domenic DiMella
Chief Donald McQuaid

LEASE AGREEMENT

BY AND BETWEEN

AMERICAN AMBULANCE, INC.

AND

TOWN OF SAUGUS

DATED: JUNE 1, 2014

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Intentionally deleted

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LEASE

This Lease, by and between Landlord and Tenant (as defined below), relates to the building (the "Building") located at 12 Hamilton Street, Saugus, Massachusetts. The term "Lot" shall mean the parcel of land on which the Building is located; and the term "Property" or "Premises" shall mean the Lot and all improvements thereon from time to time, including the Building and all related heating, ventilating, electrical, plumbing, and other systems contained therein.

The parties to this instrument hereby agree with each other as follows:

ARTICLE I SUMMARY OF BASIC LEASE PROVISIONS

1.1 INTRODUCTION

As further supplemented in the balance of this instrument and its Exhibits, the following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 BASIC DATA

Date: June 1, 2014

Landlord: Town of Saugus

Present Mailing Address
of Landlord: Saugus Town Hall
298 Central Street
Saugus, Massachusetts 01906
Attention: Office of the Town Manager

Payment Address: Saugus Town Hall
298 Central Street
Saugus, Massachusetts 01906
Attention: Office of the Town Accountant

Tenant: American Ambulance, Inc., a Massachusetts
corporation

Present Mailing Address of
Tenant: 6605 N.W. 74 Avenue
Miami, Florida 33166

Premises: The building located on the certain Lot of land known as 12 Hamilton Street, Saugus, Massachusetts, which Lot is depicted on Assessor's Map E9, Block 12, Lot 1. The Building consists of a brick structure containing a first floor (3,390 square feet), and second floor (3,078 square feet). The Lot consists of approximately 7,476 square feet of land. The use of the premises excludes two utility rooms located at the northwest corner of the first floor measuring approximately 650 square feet.

Lease Term: 60 months commencing on the Term Commencement Date, with a potential to renew for one additional five-year term.

Term Commencement Date: June 1, 2014.
Base Rent:

Lease Year* or Monthly Period	Annual Base Rent	Monthly Rent
Months 1-12:	\$14,553.00	\$1,212.75
Months 13-24	\$14,553	\$1,212.75
Months 25-60	\$58,212.00	\$4,851.00

For the purposes of this section defining Base Rent, "Lease Year" shall be defined as each successive 12-month period included in whole or in part in the Lease Term; the first Lease Year beginning on the Term Commencement Date and ending at midnight on the day before the first anniversary of the Term Commencement Date (provided that if the Term Commencement Date is not the first day of a calendar month, the first Lease Year shall end at midnight on the last day of the calendar month which includes the first anniversary of the Term Commencement Date). Base Rent for any partial calendar month at the beginning or the end of the Term shall be appropriately prorated.

Security Deposit
Amount: \$4,000

Permitted Use: Provision of emergency ambulance and EMT services and any use incidental thereto, consistent with Landlord and Tenant's American Ambulance Agreement to

Provide Emergency Ambulance Service to the Town of Saugus, provided that no residential use shall be allowed.

Payment in Lieu of Base
Tax Amount:

In lieu of property tax, Tenant shall pay landlord \$5,500 per year for each Lease Year. That payment will be hereafter referred to as "Payment in Lieu of Base Tax."

ARTICLE II DESCRIPTION OF PREMISES AND APPURTENANT RIGHTS

2.1 LOCATION OF PREMISES

The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the Premises, subject to the terms and conditions of this Lease. The Premises are more particularly shown on Exhibit A attached hereto.

2.2 APPURTENANT RIGHTS AND RESERVATIONS

Tenant shall have, as appurtenant to the Premises, rights to use walkways and driveways on the Premises. Such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice, and to the right of Landlord to designate and to change from time to time the areas and facilities so to be used, provided that any such change shall not materially adversely affect Tenant's access to and use of the Premises.

2.3 PERSONAL PROPERTY INCLUDED WITH PREMISES

The Premises may include certain pre-owned and used furniture and items, for example office furniture (the "Premises FF&E"). Tenant, effective upon taking possession of the Premises, shall be allowed the use of the Premises FF&E on an entirely "as is – where is" basis with all faults and no representation or warranties of any kind by Landlord (except that Landlord warrants and represents that it is the owner thereof, free and clear of all liens, encumbrances and claims and will indemnify and hold Tenant harmless from and against any and all liens, claims (including, but not limited to, claims of ownership), encumbrances and security interests therein whenever arising). Landlord shall have no obligation or liability to Tenant of any kind or nature in connection with any faults, defects, accidents or injuries or damage which may occur in or about the Premises or to any persons or property arising out of or in any way related to the presence, use or condition of any of the Premises FF&E. Tenant shall include the Premises FF&E within the fire and casualty insurance carried by Tenant with respect to the Premises required under this Lease and all proceeds of any

insurance related thereto shall be payable to Tenant. Upon termination of the Lease, the Premises FF&E shall remain at the Premises and title thereto vested with Landlord.

ARTICLE III
TERM OF LEASE: CONDITION OF PREMISES

3.1 TERM OF LEASE

The term of this Lease shall be the period specified in Section 1.2 hereof as the “Lease Term” commencing upon the Term Commencement Date specified in Section 1.2 continuing until the end of the 60th calendar month (the “Lease Term”), unless the Lease Term is terminated early, see Article XIV.

3.2 CONDITION OF PREMISES

Except as otherwise expressly provided in this Lease, Tenant is leasing the Premises in “as is, where is” condition with all faults and without representation or warranty by Landlord of any kind or nature, express or implied in fact or in law by Landlord and without recourse to Landlord as to the nature, condition or usability thereof. Tenant, at its sole cost, expense and risk, shall perform and make any alterations, improvements or installations in the Premises which are necessary for Tenant’s use and/or occupancy of the Premises.

3.3 Intentionally deleted.

3.4 TENANT’S WORK.

3.4.1 Tenant Improvement Work: At Tenant’s sole cost and expense, Tenant shall complete the Tenant Improvement Work as described on the attached Exhibit B (the “Tenant Improvement Work”). Tenant shall perform all construction work described on Exhibit B, the cost of which shall entirely be borne by Tenant. The Tenant Improvement Work shall be performed by the Tenant or a general contractor selected by Tenant (the “General Contractor”) and shall be performed in compliance with the remaining provisions of this Lease and in compliance with all federal, state, and local laws and regulations.

3.4.2 All of the Tenant Improvement Work shall be coordinated and performed in such manner as not to damage the Building or interfere with Building operation and the quiet use and enjoyment of the neighborhood surrounding the Building. Prior to commencing any Tenant Improvement Work, Tenant shall: submit plans to the Landlord for written approval prior to submission to the Building Department for approval (which landlord shall approve or reject within 15 days of receipt) by the Building Commissioner, secure all other licenses and permits necessary therefore; deliver to Landlord a statement of the names of all its contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; and cause each contractor to carry workmen’s compensation insurance in statutory amounts covering all the contractor’s and subcontractor’s employees and

commercial general liability insurance and property damage insurance with such limits as Landlord may reasonably require but in no event less than, with respect to commercial general insurance, \$1,000,000/\$2,000,000 and with respect to property damage insurance, \$500,000 (all such insurance to be written in companies approved by Landlord and naming Tenant as insured and naming Landlord, and Landlord's mortgagee as additional insureds), and to 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 for the Tenant's Improvement Work, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises or the Property and immediately to discharge any such liens (or bond the same off within ten (10) days after notice of the filing thereof) which may so attach and, at the request of Landlord to deliver to Landlord security satisfactory to Landlord against liens arising out of the furnishing of such labor and material. Upon completion of Tenant's Improvement Work, Tenant shall promptly deliver to Landlord original lien releases and waivers executed by each contractor, subcontractor, supplier materialmen, architect, engineer or other party which furnished labor, materials or other services in connection with such work and pursuant to which all liens, claims and other rights of such party with respect to labor, material or services furnished in connection with such work are unconditionally released and waived. Tenant shall secure an occupancy permit for the Premises within one year of the Term Commencement.

3.4.3 Tenant assumes full and complete responsibility to ensure that Tenant Improvement Work is adequate to fully meet the needs and requirements of Tenant's business operations within the Premises and Tenant's use of the Premises. Neither the approval by Landlord of any plans, specifications, drawings or other items associated with Tenant Improvement Work nor Landlord's performance, supervision or monitoring of Tenant Improvement Work shall constitute any warranty or covenant by Landlord to Tenant as to the adequacy of the design for Tenant's intended use of the Premises.

3.5 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION.

All construction work required or permitted by this Lease shall be done in a good and workmanlike manner and in compliance with all applicable laws and all ordinances, specifically including the Town of Saugus Building Code, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall give notice of observed defects.

ARTICLE IV RENT

4.1 RENT PAYMENTS

The Base Rent (at the rates specified in Section 1.2 hereof) and the additional rent or other charges payable pursuant to this Lease (collectively the "Rent") shall be payable by

Tenant to Landlord at the Payment Address or such other place as Landlord may from time to time designate by notice to Tenant without any demand, counterclaim offset, or deduction whatsoever unless and except as otherwise specifically provided in this Lease.

(a) Commencing on the Term Commencement Date, Base Rent and the monthly installments of Tenant's Proportionate Share of the Payment in Lieu of Base Tax shall be payable in advance on the first day of each and every calendar month during the term of this Lease. As used in this Lease, the term "lease year" shall mean any calendar year or part thereof falling within the Lease Term.

(b) Base Rent and the monthly installments of Tenant's Proportionate Share of the Payment in Lieu of Base Tax for any partial month shall be paid by Tenant to Landlord at such rate on a pro rata basis. Any other charges payable by Tenant on a monthly basis, as hereinafter provided, shall likewise be prorated.

(c) Rent not paid within five (5) days of the date due shall bear interest at a rate (the "Lease Interest Rate") equal to the lesser of (i) the so-called base rate of interest charged from time to time by Bank of America, or its successor, plus five percent (5%) per annum or (ii) the maximum legally permissible rate, from the due date until paid.

(d) If any Rent or any other payments due hereunder from Tenant are not paid within ten (10) days of the due date thereof, Tenant shall be charged a late fee of \$250.00 for each late payment for each month or portion thereof that said payment remains outstanding. Said late fee shall be payable in addition to and not in exclusion of any other remedies of Landlord on account of such late payments, including without limitation the obligation to pay interest on late payments, as provided above.

(e) Renewal. Tenant may, not later than six months prior to the expiration of this five-year Agreement, request to enter into a second 6-month lease term, with a 2% increase in annual base rent (based on the fifth year's rent). Landlord shall respond to that request within 60 days, and it shall be Landlord's prerogative whether to grant the request, but the request will not be unreasonably denied.

4.2 PAYMENT IN LIEU OF PROPERTY TAX

In lieu of a property tax, Tenant shall pay Landlord a fee of \$5,500 per year. This shall be paid monthly (\$458.33), at the same time as, but in addition to, the Base Rent.

ARTICLE V
USE OF PREMISES

5.1 PERMITTED USE

Tenant agrees that the Premises shall be used and occupied by Tenant only for the purposes specified as the Permitted Use thereof in Section 1.2 of this Lease, and for no other purpose or purposes.

Tenant shall comply and shall cause its employees, agents, and invitees to comply with such reasonable rules and regulations as Landlord shall from time to time establish for the proper regulation of the Property.

5.2 COMPLIANCE WITH LAWS

Tenant shall, at Tenant's sole expense, promptly comply with all applicable laws, ordinances, rules, regulations, orders, certificates of occupancy, conditional use or other permits, variances, covenants and restrictions of record, the recommendations of Landlord's engineers or other consultants, and requirements of any fire insurance underwriters, rating bureaus or government agencies, now in effect or which may hereafter come into effect (collectively, "Laws and Restrictions"), whether or not they reflect a change in policy from that now existing, during the term or any part of the term hereof, relating in any manner to the occupation and use by Tenant of the Premises and any Alterations performed by Tenant. Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, or contrary to any Laws and Restrictions or which will disturb the quiet enjoyment of the other tenants of the Building. Tenant shall obtain any and all approvals, permits, licenses, variances and the like from governmental or quasi-governmental authorities, including without limitation any Architectural Access Board and Board of Fire Underwriters (collectively, "Approvals") which are required for Tenant's use of the Premises, including, without limitation, any which may be required for any construction work and installations, alterations, or additions made by Tenant to, in, on, or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord a reasonable opportunity to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Without limiting the general application of the foregoing, Tenant shall be responsible for compliance of the Premises, including, without limitation, any alterations it may make to the Premises, with the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the "ADA"). Tenant's inability to obtain or delay in obtaining any such Approval shall in no event reduce, delay, or terminate Tenant's rental, payment, and performance obligations hereunder. Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the Premises required by any Laws and Restrictions as a result of Tenant's particular use of the

Premises; (ii) keep the Premises equipped with all required safety equipment and appliances; and (iii) comply with all of Landlord's and Tenant's insurers applicable to the Premises, Building and Lot. Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (a) the floor load per square foot of area which such floor was designed to carry as certified by Landlord's architect and (b) the floor load per square foot of area which is allowed by law. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Tenant shall further be prohibited from engaging in any activity that would constitute a violation of M.G.L. c. 268A.

5.3 INSURANCE RISKS

Tenant shall not permit any use of the Premises which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Building or on the contents of said property 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 successor organization) or which shall require any alteration or addition to the Building. Tenant shall, within thirty (30) days after written demand therefore, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

5.4 Intentionally deleted.

5.5 TENANT'S OPERATIONAL COVENANTS

(a) Affirmative Covenants

In regard to the use and occupancy of the Premises, and in addition to those covenants set forth in other sections of this Lease, including without limitation Section 5.4 above, Tenant will at its expense maintain the Building in good condition, reasonable wear and tear excluded, and make all necessary repairs to the Building thereto, including but not limited to: (1) keep the inside and outside of all glass in the doors and windows of the Premises reasonably clean (2) replace promptly any cracked or broken glass with glass of like kind and quality; (3) maintain the Premises in a clean, orderly and sanitary condition; (4) keep any garbage, trash, rubbish or other refuse within the interior of the Premises until removed by Tenant at its sole cost and expense; (5) keep all adjacent sidewalks and parking areas free of snow and ice; and (6) comply with and observe all rules and regulations reasonably established by Landlord from time to time.

(b) Negative Covenants

In regard to the use and occupancy of the Premises and common areas, Tenant will not: (1) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any corridor, stairway, sidewalk or common area; (2) cause or

permit objectionable odors to emanate or to be dispelled from the Premises; or (3) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Property, or use or permit the use of any portion of the Premises for any unlawful purpose.

5.6 SIGNS

Except as otherwise set forth herein, any signs, placards, or the like on the Building or in the Premises must comply with Town by-laws.

5.7 HAZARDOUS MATERIALS

Neither Tenant nor any of its employees, agents, invitees, licensees, contractors, representative or any other person or entity for whom Tenant is responsible (collectively, "Tenant's Agents") shall use, maintain, generate, allow or bring on the Premises or the Property or transport or dispose of, on or from the Premises or the Property (whether into the ground, into any sewer or septic system, into the air, by removal off-site or otherwise) any Hazardous Matter (as hereinafter defined). Tenant shall promptly deliver to Landlord copies of any notices, orders or other communications received from any governmental agency or official affecting the Premises and concerning alleged violations of the Environmental Requirements (hereinafter defined). Any Hazardous Matter in the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable Laws and Restrictions. Tenant shall save Landlord (together with its officers, directors, stockholders, partners, beneficial owners, trustees, managers, members, employees, agents contractors, and mortgagees) harmless and indemnified from and against any and all Environmental Damages (hereinafter defined) which the indemnified parties may sustain or be put to on account of: (1) the presence or release of any Hazardous Matter upon, in or from the Premises during the Term and during any period when Tenant, or Tenant's Agents, are occupying the Premises or any part thereof, caused by Tenant or Tenant's Agents; (2) the presence or release of any Hazardous Matter upon, in or from the Property caused by the act, omission or default of Tenant or Tenant's Agents; (3) the activities or other action or inaction of Tenant or Tenant's Agents in violation of Environmental Requirements; and (4) the breach of any of Tenant's obligations under this Section 5.7. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to Landlord under this Lease or otherwise at law or in equity, and in the case of conflict between this Section 5.7 and any other provision of this Lease, the provision imposing the most stringent requirement on Tenant shall control. The obligations of Tenant under this Section 5.7 shall survive the expiration or termination of this Lease and the transfer of title to the Premises. The following terms as used herein shall have the meanings set forth below: "Hazardous Matter" shall mean any substance: (i) which is or becomes defined as Hazardous Substance, Hazardous Waste, Hazardous Material or Oil under The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., M.G.L. Chapter 21C, M.G.L. Chapter 21D or M.G.L. Chapter 21E, and the regulations promulgated thereunder, as same may be amended from time to time; or (ii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise

hazardous to health or the environment and which is or becomes regulated and the presence of which requires investigation or remediation pursuant to any applicable law.

“Environmental Requirements” shall mean all applicable law, the provisions of any and all approvals, and the terms and conditions of this Lease insofar as same relate to the release, maintenance, use, keeping in place, transportation, disposal or generation of Hazardous Matter, including without limitation those pertaining to reporting, licensing, permitting, health and safety of persons, investigation, containment, remediation, and disposal.

“Environmental Damages” shall mean all liabilities, injuries, losses, claims, damages (whether special, consequential or otherwise), settlements, attorneys’ and consultants’ fees, fines and penalties, interest and expenses, and costs of environmental site investigations, reports and cleanup, including without limitation costs incurred in connection with: any investigation or assessment of site conditions or of health of persons using the Building or the Lot; risk assessment and monitoring; any cleanup, remedial, removal or restoration work required by any governmental agency or reasonably recommended by Landlord’s environmental consultant; any reasonable decrease in value of Landlord’s Property; any reasonable damage caused by loss or restriction of rentable or usable space in Landlord’s Property; or any reasonable damage caused by adverse impact on marketing or financing of Landlord’s Property. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. The terms of this Section 5.7 shall apply to any transportation, storage, use or disposal of Hazardous Materials irrespective of whether Tenant has obtained Landlord’s consent therefore but nothing in this Lease shall limit or otherwise modify the requirement of obtaining Landlord’s prior consent as set forth in the first sentence of this Section 5.7. The consent requirement contained herein shall not apply to ordinary office products that may contain de minimus quantities of hazardous materials; however, Tenant indemnification obligations are not diminished with respect to the presence of such products.

The provisions of this Section shall be in addition to any other obligations and liabilities Landlord may have to Tenant under this Lease or otherwise at law or in equity, and in the case of conflict between this Section 5.7 and any other provision of this Lease, the provision imposing the most stringent requirement on Landlord shall control.

ARTICLE VI INSTALLATIONS, ALTERATIONS, AND ADDITIONS

Tenant shall not make any alterations, improvements, additions, utility installations or repairs (hereinafter collectively referred to as “Alterations”) to the Premises including the interior or exterior, except in accordance with this Article VI and with the prior written consent of Landlord, which Landlord agrees not unreasonably to withhold as to nonstructural Alterations (nonstructural Alterations being those that do not affect the Building’s structure, roof, exterior or mechanical, electrical, plumbing, life safety or other Building systems or architectural design of the Building or Premises). Tenant shall submit, together with Tenant’s request for approval to perform any such alterations, additions or improvements, a specific request for Landlord’s decision as to whether or not such alterations, additions or improvements must be removed upon the expiration or earlier termination of the Lease, and

Landlord shall inform Tenant of its decision within ten (10) days of such request. In the event that Landlord fails to supply Tenant with an answer in writing, Tenant will not be required to remove said alterations, additions or improvements upon the expiration or earlier termination of the Lease. In no event shall Landlord's approval of any proposed Alterations to the Premises constitute a representation by Landlord that such work complies with the requirements of any applicable Laws and Restrictions, including without limitation the requirements of the ADA. All Alterations made by Tenant shall be made in accordance with plans and specifications which have been approved in writing by the Landlord, pursuant to a duly issued permit, and in accordance with all Laws and Restrictions, the provisions of this Lease and in a good and first-class workmanlike manner using new materials of same or better quality as base building standard materials, free of all liens and encumbrances and prior to Tenant's use of the Premises, after the performance of any such Alterations, Tenant shall procure certificates of occupancy and any other required certificates. All Alterations shall be performed by a contractor or contractors selected by Tenant and approved in writing by Landlord. Tenant shall reimburse Landlord for any reasonable out-of-pocket costs it incurs in reviewing the plans therefore and for third-party costs for monitoring the construction of the Alterations. Landlord shall have the right to stop any work not being performed in conformance with this Lease, and, at its option, may repair or remove non-conforming work at the expense of Tenant. Tenant hereby indemnifies and holds Landlord harmless from and against any liens, encumbrances and violations of Laws and Restrictions caused by Tenant's Alterations. The filing of any lien or encumbrance, or the violation of Laws or Restrictions caused by Tenant's Alterations, shall constitute a default hereunder. The repair and indemnity obligations of Tenant hereunder, including Tenant's obligations to repay Landlord the cost of repairing or removing Alterations, shall survive the termination of this Lease. All Alterations performed by Tenant in the Premises shall remain therein (unless Landlord directs Tenant to remove the same on termination or expiration of this Lease in accordance with the provisions set forth above) and, at termination or expiration, shall be surrendered as a part thereof, except for Tenant's usual trade furniture and equipment, if movable, installed prior to or during the Lease term at Tenant's cost, which trade furniture and equipment Tenant shall remove in their entirety prior to the termination or expiration of this Lease. Tenant agrees to repair any and all damage to the Premises resulting from such removal (including removal of Tenant's Alterations directed by Landlord) or, if Landlord so elects, to pay Landlord for the reasonable cost of any such repairs forthwith after billing therefore. At all times when any Alterations by Tenant are in progress, there shall be maintained, at Tenant's cost and expense, insurance meeting the requirements under Article 11 of this Lease and certificates of insurance evidencing such coverage shall be furnished to Landlord prior to the commencement of any such work.

ARTICLE VII ASSIGNMENT AND SUBLETTING

7.1 PROHIBITION

Notwithstanding any other provision of this Lease, Tenant shall not, directly or indirectly, assign, mortgage, pledge or otherwise transfer, voluntarily or involuntarily, this Lease or any interest herein or sublet (which term without limitation, shall include granting

of concessions, licenses, and the like) or allow any other person or entity to occupy the whole or any part of the Premises, without, in each instance, having first received the express written consent of Landlord, which consent Landlord may withhold in its sole discretion. Any assignment of this Lease or subletting of the whole or any part of the Premises (other than as permitted to a subsidiary or a controlling corporation as set forth below) by Tenant without Landlord's express consent shall be invalid, void and of no force or effect. This prohibition includes, without limitation, any assignment, subletting, or other transfer that would occur by operation of law, merger, consolidation, reorganization, acquisition, transfer, or other change of Tenant's corporate or proprietary structure.

In any case where Landlord shall consent to any assignment or subletting, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Tenant agrees to pay to Landlord, within fifteen (15) days of billing therefore, all reasonable legal and other out-of-pocket expenses incurred by Landlord in connection with any request to assign or sublet. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sublessee agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

7.2 ACCEPTANCE OF RENT FROM TRANSFEREE

The acceptance by Landlord of the payment of Rent, additional rent, or other charges following assignment, subletting, or other transfer prohibited by this Article VII shall not be deemed to be a consent by Landlord to any such assignment, subletting, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord.

ARTICLE VIII REPAIRS AND MAINTENANCE

8.1 TENANT OBLIGATIONS

Tenant covenants and agrees that Tenant will keep neat and clean and maintain in good order, condition and repair, the Premises and every part thereof (and any signs permitted hereunder) throughout the Lease Term and Tenant shall surrender the Premises at the expiration or termination of the Lease Term in such condition. Tenant shall be responsible for the cost of repairs which may be made necessary by reason of damage to any areas in the Building, including the Premises, by Tenant, Tenant's contractors or Tenant's agents, employees, invitees, or anyone claiming by, through or under Tenant. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant fails, refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may

(but shall not be obligated to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to Landlord the reasonable out-of-pocket cost thereof, and if Tenant shall fail to so reimburse Landlord upon demand, Landlord shall have the remedies provided for the nonpayment of rent or other charges payable hereunder.

ARTICLE IX UTILITIES

9.1 UTILITIES

Tenant shall pay directly to the utility, as they become due, all utility bills for electricity (whether used for furnishing heat or for other purposes), heat, water, sewer and any other services that are furnished to the Premises and separately metered or billed by the utility to the Premises. All utilities for the Premises shall be separately metered and shall be placed in Tenant's name and bills related thereto shall be paid directly to the utility company by Tenant. Tenant shall be responsible at its sole cost and expense to furnish the Premises with any utility services necessary for its Permitted Use that are not already supplied to the Premises.

ARTICLE X INDEMNITY

10.1 TENANT'S INDEMNITY

To the maximum extent this agreement may be made effective according to law, Tenant shall indemnify, defend and save harmless Landlord (together with its officers, employees, agents, and insurers), against and from all claims, expenses, or liabilities of whatever nature (other than those caused by the negligence or willful misconduct of Landlord or its authorized agents) (a) arising directly or indirectly from any default or breach by Tenant or Tenant's contractors, licensees, agents, servants, successors, assigns or employees under any of the terms or covenants of this Lease, and any failure to maintain or repair equipment or installations to be maintained or repaired by Tenant hereunder, or the failure of Tenant or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Building, or Tenant's use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises, except to the extent caused by Landlord or its employees, agents, contractors); or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring on the Premises, where such accident, injury, or damage results, or is claimed to have resulted, from any negligence or willful misconduct on the part of Tenant, or Tenant's contractors, licensees, agents, servants, employees, or customers, or anyone claiming by or through Tenant.

This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, reasonable attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord.

10.2 TENANT'S RISK

To the maximum extent this Agreement may be made effective according to law, Tenant agrees its use and occupancy of the Premises (and Building) shall be at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss of or damage to furniture, fixtures, equipment or other personal property of Tenant for any reason whatsoever; and Landlord shall not be responsible or liable for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stopping or leaking of electric cables and wires, water, gas, sewer or steam pipes, sprinklers, and from roof leaks and the like, except in connection with damage or injury resulting from the negligence or willful misconduct of Landlord or its authorized agents. The provisions of this Section shall be applicable from and after the execution of this Lease, and until the end of the Lease Term, and during such further period as Tenant may use or be in occupancy of any part of the Premises or of the Building. Tenant shall insure its personal property at its sole cost and expense.

10.3 INJURY CAUSED BY THIRD PARTIES

Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, for any loss or damage from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters, except in connection with damage or injury resulting from the negligence or willful misconduct of Landlord or its authorized agents.

ARTICLE XI INSURANCE

11.1 PUBLIC LIABILITY INSURANCE

Tenant shall obtain and keep in force and effect from the Lease Commencement Date, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, at its own cost and expense commercial general liability and property damage insurance, on an occurrence basis, such insurance to afford protection in an amount of not less than \$1,000,000 per person and per occurrence/ \$2,000,000 in the aggregate for injury, death, property damage or other insured loss arising out of any one occurrence, protecting Tenant as insured, and naming Landlord, Landlord's mortgagees, property managers and

managing agents as additional insureds, against claims for bodily injury, personal injury, death, property damage or other insured loss occurring in, upon, adjacent to or connected with the Premises or any part thereof. The policy shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. Landlord may from time to time during the Term reasonably require an increase the coverages required of Tenant hereunder to that customarily carried in the area in which the Premises are located on property similar to the Premises. Each such policy shall be reasonably satisfactory to Landlord. Business Auto Liability insurance shall also be required so long as Tenant owns or leases any company vehicles. Tenant shall also maintain an excess liability/umbrella policy in the amount of \$3,000,000.

11.2 HAZARD INSURANCE

Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy, reasonably satisfactory to Landlord, including, without limitation, the amount of any deductible thereunder, naming the Landlord as an additional insured and insuring the Building and any leasehold improvements paid for by Tenant and all fixtures, equipment, and other personal property of Tenant against damage or destruction by fire or other casualty in an amount equal to the greater of \$1,000,000 or the full replacement cost of such property. Any such coverages may be effected directly and/or through the use of blanket insurance coverage covering more than one location. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord or the holder of any mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on property similar to the Building and that Tenant receives written notice specifying all such additional insurance as may be required. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, workers' compensation and employers' liability insurance with a limit of liability as required by law to be maintained.

11.3 CONSTRUCTION PERIOD INSURANCE

At any time when Alterations, demolition or construction work is being performed on or about the Premises or Property by or on behalf of Tenant, Tenant shall keep, and require its contractors to keep, in full force and effect the following insurance coverage in each instance with policies reasonably acceptable to Landlord, including, without limitation, the amount of any deductible thereunder:

- (1) property insurance on Tenant's improvements and betterments and personal property during the course of construction or alteration in such form and affording such protections as required by Landlord, naming Landlord and its mortgagees as additional insureds; and

(2) workers' compensation or similar insurance in form and amounts required by law.

Tenant shall cause a certificate or certificates of such insurance to be delivered to Landlord prior to the commencement of any work in or about the Building or the Premises, in default of which Landlord shall have the right, but not the obligation, to obtain any or all such insurance at the expense of Tenant, in addition to any other right or remedy of Landlord. The provisions of this Section 11.3 shall survive the expiration or earlier termination of this Lease.

11.4 EVIDENCE OF INSURANCE; INSURANCE STANDARDS

Prior to Tenant's entry onto the Premises, appropriate certificates of such policies shall be deposited with the Landlord. Certificates of renewal policies shall be provided to Landlord upon expiration of prior policies. Any renewals, replacements and endorsements shall also be deposited with Landlord, in the case of renewals, same shall be so deposited at least 10 days prior to the expiration of the prior policy. The insurance required hereunder shall be written in form and substance satisfactory to Landlord by a good and solvent insurance company of recognized standing, admitted to do business in Massachusetts, with a general policyholder's rating of not less than A- and financial rating of not less than Class XIII (as rated in the most current Best's Insurance Reports), which company shall be reasonably satisfactory to Landlord. Tenant shall procure, maintain and place such insurance and pay all premiums and charges herefore, and upon failure to pay all premiums and charges (and without limiting any other remedies on account thereof), Landlord may, but shall not be obligated to, procure, maintain and place such insurance or make such payments, and in such event, Tenant agrees to pay the amount thereof to Landlord on demand, as additional rent hereunder.

11.5 MUTUAL WAIVER OF SUBROGATION

The parties hereto shall each procure an appropriate clause in, or endorsement on, any property insurance policy maintained or required to be maintained by the parties hereunder on any personal property, fixtures or equipment located or in the Property or Premises, pursuant to which the insurer waives subrogation or consents to a waiver of right of recovery in favor of either party, its respective agents or employees. Having obtained such clauses and/or endorsements, each party hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its property or the property of others resulting from fire or other perils covered by such property insurance regardless of the cause or origin of such loss or damage, including, but not limited to, the negligence of such other party or its agents or employees.

ARTICLE XII CASUALTY

12.1 DEFINITION OF "SUBSTANTIAL DAMAGE" AND "PARTIAL DAMAGE"

The term "substantial damage," as used herein, shall refer to damage which is of such a character that in Landlord's reasonable, good faith estimate the same cannot, in ordinary course, be expected to be repaired within ninety (90) calendar days from the time that such repair work would commence. Any damage which is not "substantial damage" is "partial damage."

12.2 PARTIAL DAMAGE TO THE BUILDING

If during the Lease Term there shall be partial damage to the Building by fire or other casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, Tenant shall promptly proceed to restore the Building to substantially the condition in which it was immediately prior to the occurrence of such damage, provided however, that in no event shall Tenant be obligated to expend more than the insurance proceeds actually received by Tenant.

12.3 SUBSTANTIAL DAMAGE TO THE BUILDING

If during the Lease Term there shall be substantial damage to the Building by fire or other casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, Tenant shall promptly restore the Building to the extent reasonably necessary to enable Tenant's use of the Premises, unless either party shall, within ninety (90) days after the occurrence of such damage, give notice to the other party of such party's election to terminate this Lease, provided however, that in no event shall Tenant be obligated to expend more than the insurance proceeds actually received by Tenant. If this Lease shall be so terminated, 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. If Tenant has not restored the Premises to the extent required under this Section 12.3 within 120 days after the date of such damage or destruction, such 120 day period to be extended to the extent of any delays of the completion of such restoration due to matters beyond Tenant's reasonable control (but in no event for more than an additional 90 days), or if the Premises shall be substantially damaged during the last nine (9) months of the Lease Term then, in either such case, Tenant may elect to terminate this Lease by giving written notice of such election to Landlord within thirty (30) days after the end of such nine-month period and before the substantial completion of such restoration. If Tenant so elects to terminate this Lease, then this Lease and the term hereof shall cease and come to an end on the date that is thirty (30) days after the date that Landlord receives Tenant's termination notice,. Upon any such termination, Tenant shall deliver to Landlord all net insurance proceeds to allow Landlord to repair the Premises.

12.4 ABATEMENT OF RENT

If during the Lease Term the Building shall be damaged by fire or casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, a just proportion of the Rent payable by Tenant hereunder shall abate proportionately for the period in which, by reason of such damage, there is such interference with Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of the Premises, but such abatement or reduction shall end if and when Landlord shall have substantially restored the Premises or so much thereof as shall have been originally constructed by Landlord (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant) to substantially the condition in which the Premises were prior to such damage.

12.5 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs or perform any restoration work under this Article XII 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, the refusal of the holder of a mortgage or ground lease affecting the premises to make available to Landlord the net insurance proceeds attributable to such restoration, or the inadequacy of such proceeds to fund the full cost of such repairs or restoration, but reasonably promptly after Landlord ascertains the existence of any such cause, it shall either terminate this Lease or waive such condition to its restoration obligations and proceed to restore the Premises as otherwise provided herein. Further, Landlord shall not be obligated in any event to make any repairs or perform any restoration work to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant (all of which Tenant shall repair and restore) or to any fixtures in or portions of the Premises or the Building which were constructed or installed by or for some party other than Landlord or which are not the property of Landlord.

ARTICLE XIII EMINENT DOMAIN

13.1 RIGHTS OF TERMINATION FOR TAKING

If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 180 days) by condemnation or right of eminent domain or sold in lieu of condemnation, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election not later than thirty (30) days after Tenant has been deprived of possession.

Further, if so much of the Building or the Lot shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority such that continued operation of the same would, in Landlord's opinion, be uneconomical, Landlord may elect to terminate this Lease by giving

notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant within a reasonable time after Landlord has determined the estimated cost of such restoration.

13.2 PAYMENT OF AWARD

The Landlord shall have and hereby reserves and accepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

13.3 ABATEMENT OF RENT

In the event of any such taking of the Premises, the Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

13.4 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs under this Article XIII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, requirements of any applicable laws, codes, ordinances, rules, or regulations or requirements of any mortgagee. Further, Landlord shall not be obligated to make any repairs to any portions of the Premises or the Building which were constructed or installed by some party other than Landlord or which are not the property of Landlord, and Tenant shall be obligated to perform any repairs on and restorations to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant.

ARTICLE XIV

14.1 TENANT'S DEFAULT

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

(i) Tenant shall fail to make payment of rent or any other monetary amount due under this lease within ten (10) business days after Landlord has sent to Tenant written notice of such default.

However, if: (A) Landlord shall have sent to Tenant a notice of such default twice in any Lease Year, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notices of default have been sent by Landlord to Tenant, Tenant thereafter shall default in any monetary payment, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, without the ten (10) day grace period set forth above; or

(ii) Tenant shall fail to perform or observe any other covenant or provision herein contained, including but not limited to the Permitted Use described above, or required on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity within sixty (60) days after such notice; or

(iii) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy, or extend the time for the payment of debts;

(iv) Tenant shall fail to obtain an occupancy permit within one year of Term Commencement,

then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, in accordance with all applicable Laws, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming by, through or

under it and remove its or their effects 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/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of the term of this Lease (Tenant hereby waiving any rights of redemption, if any, under M.G.L. c.186, §11 to extent that such rights may be lawfully waived), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after such termination, entry or re-entry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, 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 become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be re-let by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in re-letting, after deduction of all expenses incurred in re-letting the Premises (including, without limitation, remodeling costs, brokerage fees, attorneys' fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, discounted to present value, of the then value of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for what would be the then unexpired Lease Term if the same remained in effect.

(c) In case of any Default of Tenant, re-entry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to re-let the Premises and (ii) make

such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any re-letting of the Premises all relevant factors which would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to, the first class quality of the Building and the financial responsibility of any such replacement tenant. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages. The Landlord agrees to list the Premises with a broker in the event of a termination, entry or re-entry under this ARTICLE XIV, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this ARTICLE XIV and shall not be construed to entitle Tenant to set-off against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation. In no event shall Landlord be obligated to give priority to the re-letting of the Premises over any other Premises in the Building or any other building owned by Landlord. Notwithstanding anything to the contrary herein, Landlord agrees that it shall use reasonable efforts to mitigate its damages as a result of Tenant's default. It is agreed and understood that Landlord's obligation to mitigate damages shall be deemed satisfied by its providing adequate information to a commercial broker as to the availability of such space (based on a customary brokerage fee being earned by such broker), having the Premises available for inspection by prospective tenants during reasonable business hours, and by acceptance of a commercially reasonable offer for the Premises (or reasonable portion thereof) from a creditworthy person or entity based on a form of lease agreement which is substantially the same as the form utilized for other space tenants in the Building, without material change therefrom (and Landlord shall be under no obligation to accept any offer other than a commercially reasonable offer from a creditworthy person or entity at then going rental rates for the Building).

(d) If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein, the happening of any of the events described in paragraph (a)(iii) of this Section with respect to such guarantor or assignee shall constitute a Default of Tenant hereunder.

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any 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.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant or the expiration or termination of this Lease, Landlord shall have the right of summary process under Massachusetts General Laws Chapter 239, or other applicable statutes, and such other rights to recover possession as permitted by law.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy, insolvency, or like proceedings 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 than, equal to, or less than the amount of the loss or damages referred to above.

In the event Tenant stops providing EMS service to the Town, for whatever reason, including but not limited to the Town's exercising its right to utilize another EMS ambulance provider, the terms of this lease shall expire 180 days after the Town provides Tenant notice.

ARTICLE XV THE LANDLORD'S ACCESS TO PREMISES

15.1 THE LANDLORD'S RIGHT OF ACCESS

The Landlord and its agents, contractors, and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, and Landlord shall also have the right to make access available at all reasonable hours upon reasonable advance notice to prospective or existing mortgagees or purchasers of any part of the Building. To assure access by Landlord to the Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.

ARTICLE XVII MISCELLANEOUS PROVISIONS [article XVI intentionally deleted]

17.1 CAPTIONS

The captions throughout this Lease are for convenience or 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.

17.2 BIND AND INURE

Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The reference herein to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has

reference only to those instances in which Landlord may later give consent to a particular assignment as required by the provisions of Article VII. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

17.3 NO WAIVER

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver is in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

17.4 NO ACCORD AND SATISFACTION

No acceptance by Landlord of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease or at law or in equity provided.

17.5 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing

Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

17.6 PARTIAL INVALIDITY

If any term or provision of this Lease or any portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease and of such term or provision and the application of this Lease and of such term and provision to persons 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.

17.7 LANDLORD'S RIGHT TO CURE; SURVIVAL

If Tenant shall at any time default in the performance of any obligation under this Lease beyond applicable notice and cure periods, Landlord shall have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing any such obligations, Landlord may make any payment of money or perform any other act. All reasonable sums so paid by Landlord (together with interest at the Lease Interest Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon written demand; and if Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay Rent. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord), shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

17.8 ESTOPPEL CERTIFICATES

Tenant agrees on the Term Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to

this Section 17.8 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

Landlord agrees on the Term Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Tenant, to execute, acknowledge and deliver to Tenant a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Landlord has no defenses, offsets or counterclaims with respect to its obligations under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to this Section 17.8 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

17.9 BROKERAGE

Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction and agrees to defend, indemnify and save the other party harmless from and against any and all claims for commissions or fees arising out of this Lease which, as to the respective parties, are inconsistent with such party's warranties and representations. Landlord shall be responsible for any commissions or fees owed to the Brokers in connection with this transaction in accordance with a separate agreement between the Brokers and Landlord.

17.10 ENTIRE AGREEMENT

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. Except as otherwise stated in this Lease, Tenant hereby acknowledges that no real estate broker nor Landlord or any employee or agents of any of said persons has made any oral or written warranties or representations to Tenant concerning the condition or use by Tenant of the Premises or the Property or concerning any other matter addressed by this Lease. This Lease may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.

17.11 HOLDOVER

If for any reason Tenant holds over or occupies the Premises (or any portion thereof) beyond the Lease Term, Tenant shall have no more rights than a tenant by sufferance (or, at Landlord's sole option, such holding over shall constitute a tenancy from month to month, terminable by either party upon 30 days prior written notice to the other); and, in any case,

Tenant shall be liable for payment of Rent during such period in an amount equal to one hundred fifty percent (150%) of the Base Rent payable immediately preceding the termination date of this Lease, with such tenancy otherwise on the same terms and conditions as set forth in the Lease, as far as applicable. In addition, if Tenant shall hold over for more than 30 days beyond such expiration or earlier termination, Tenant hereby agrees to indemnify, hold harmless and defend Landlord from any costs, loss, claim damage or liability (including reasonable attorneys' fees) Landlord may incur as a result of Tenant's failure to surrender possession of the Premises to Landlord upon the termination of this Lease. Nothing in this Section shall be construed to permit such holding over, or to limit Landlord's other rights and remedies on account thereof.

17.12 COUNTERPARTS

This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

17.13 CONSTRUCTION AND GRAMMATICAL USAGE

This Lease shall be governed, construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

17.14 WHEN LEASE BECOMES BINDING

Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

17.15 SECURITY DEPOSIT

Simultaneously with the execution and delivery of this Lease, Tenant shall deliver to Landlord a security deposit (the "Security Deposit"), which Security Deposit shall be in the Security Deposit Amount (as defined in Section 1.2) and shall consist either of cash or of a clean, irrevocable letter of credit satisfactory in form and content to Landlord and issued by an FDIC insured bank located in Boston reasonably satisfactory to Landlord in favor of the Landlord. During the Term hereof, and any extensions thereof, and for 60 days after the

expiration of the Term, or for so long thereafter as Tenant is in possession of the Premises or has unsatisfied obligations hereunder to Landlord, the Security Deposit shall be security for the full and timely performance of Tenant's obligations under this Lease; which cash may be used or letter of credit drawn upon by Landlord and applied from time to time against outstanding obligations of Tenant hereunder without notice or demand, subject to applicable notice and cure periods. Tenant shall have no right to require Landlord to so apply the Security Deposit, nor shall Tenant be entitled to credit the same against rents or other sums payable hereunder; no interest shall accrue thereon. If the Security Deposit is in the form of a letter of credit, during the entire Term hereof, including any extension thereof, Tenant shall cause said letter of credit to be renewed, in identical form to that delivered herewith, no later than 30 days prior to the date of expiration of same. Without limiting any other remedies of Landlord, in the event that Tenant fails to renew any letter of credit given hereunder at least 30 days prior to the date of expiration thereof, then Landlord shall have the right to draw down the entire amount of said letter of credit and hold such sums as a cash deposit. If and to the extent that Landlord makes such use of the Security Deposit, or any part thereof, the sum so applied by Landlord (from cash or from a drawing on the letter of credit) shall be restored to the Security Deposit, in cash, by Tenant upon notice from Landlord, and failure to pay Landlord the amount to be so restored (within the grace period applicable to Rent hereunder) shall be a default hereunder giving rise to all of Landlord's rights and remedies applicable to a default in the payment of rent. In the event of a change of circumstance relating to the bank issuing the letter of credit, or Landlord otherwise reasonably believes the financial conditions of the issuing bank has been degraded, Landlord reserves the right to require Tenant to replace the letter of credit from time to time with a substitute similar letter of credit issued by another bank satisfactory to Landlord. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit. Tenant acknowledges that the Security Deposit is not an advance payment of any kind or a measure of Landlord's damages in the event of Tenant's default; Landlord shall not be obliged to keep the Security Deposit as a separate fund or pay interest thereon but may commingle the Security Deposit with its own funds. Tenant hereby waives the provisions of any law which is inconsistent with this Section 17.15.

17.16 LANDLORD'S ENFORCEMENT EXPENSES

Unless prohibited by applicable law, Tenant agrees to pay to the Landlord the amount of all reasonable fees and reasonable expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by the Landlord arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises, including without limitation, any breach by Tenant of its obligations hereunder taking into account all applicable notice and cure periods, irrespective of whether Landlord resorts to litigation as a result thereof.

17.17 NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises.

17.18 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent, additional rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease within any applicable notice and cure period, Tenant shall have the right to lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons lawfully claiming under Landlord, or by any of Landlord's other tenants; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

17.19 NO PERSONAL LIABILITY OF THE LANDLORD

Tenant agrees that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The 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 periods of ownership of Landlord's interest hereunder. Notwithstanding any other provision of this Lease to the contrary, in no event shall Landlord ever be liable for any indirect, special or consequential damages suffered by Tenant or Tenant's agents from any cause whatsoever.

17.20 NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid or by so-called "express" mail (such as Federal Express or U.S. Postal Service Express Mail):

If intended for Landlord, addressed to Town Manager at the address set forth in Section 1.2 with a copy to Jay Sullivan, Esq., Holtz and Reed, LLP, 225 Friend Street, Boston, MA 02114, or to such other addresses as may from time to time hereafter be designated by Landlord by like notice.

If intended for Tenant, addressed to Tenant at the address set forth on the first page of this Lease, attention: Brendan McNiff, American Ambulance, Inc., 6605 N.W. 74 Avenue, Miami, Florida 33166, or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice.

All such notices shall be effective upon delivery, attempted delivery, or refusal, whichever occurs first, at the address or addresses of the intended recipient, as set forth above. Any notice permitted or required hereunder to Tenant, and any notice to pay rent or quit or similar notice, shall be deemed personally delivered to Tenant on the date the notice is personally delivered to any employee of Tenant at the Premises.

17.21 MECHANIC'S LIENS

Tenant agrees immediately to discharge (either by payment or by the filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien or encumbrance against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due, or purported to be due, for any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises. If Tenant shall fail to so discharge such lien or encumbrance within thirty (30) days of notice of filing then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge same (either by payment or by filing of the necessary bond or otherwise) and any amount paid by Landlord for any of the aforesaid purposes, and all actual and legal and other expenses of Landlord, including actual counsel fees, in or about procuring the discharge of such lien, together with all necessary disbursements in connection therewith, and together with interest thereon at the rate set forth in Section 12.3 from the date of payment, shall be repaid by Tenant to Landlord, within ten (10) days of rendition of any bill or statement to Tenant therefore and if unpaid may be treated as additional rent.

17.22 RECORDING

Tenant agrees not to record the within Lease, but, if required by applicable law in order to protect Tenant's interest in the Premises, each party hereto agrees, on the request of the other, to execute a so-called memorandum of lease or short form lease in recordable form and complying with applicable law and reasonably satisfactory to Landlord's attorneys. 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.

17.23 TENANT'S FINANCIAL CONDITION

Tenant warrants and represents that all information furnished to Landlord or Landlord's representatives in connection with this Lease are true and correct and in respect of the financial condition of Tenant, properly reflect the same without material adverse change, as of the date hereof. Upon Landlord's request, which may be made no more often than semi-annually, Tenant shall furnish to Landlord, at Tenant's sole cost and expense, then current financial statements of Tenant (if audited statements have been recently prepared on behalf of Tenant, or otherwise certified as being true and correct by the chief financial officer of Tenant).

17.24 WAIVER OF COUNTERCLAIMS

If Landlord commences any summary proceeding for possession of the Premises based on an event of default by Tenant hereunder, Tenant hereby waives the right to interpose any non-compulsory counterclaim of whatever nature or description in any such proceeding; provided, however, that Tenant shall have the right to bring a separate action

against Landlord to the extent otherwise allowed under this Lease as long as Tenant does not attempt to have such action joined or otherwise consolidated with Landlord's summary proceeding.

17.25 CONSENTS

Except as otherwise specifically provided in this Lease, any consent or approval to be given by Landlord under this Lease may be withheld or denied at Landlord's sole and absolute discretion. Whenever in this Lease the consent or approval of Landlord is required, and it is specifically provided that such consent or approval is not to be unreasonably withheld, delayed or conditioned, but nevertheless Landlord shall refuse or delay or condition such consent or approval, Tenant shall not be entitled to make any claim, and Tenant hereby waives any claim, for money damages (nor shall Tenant claim any money damages by any setoff, counterclaim or defense) based upon any claim or assertion by Tenant that Landlord unreasonably withheld or delayed or conditioned its consent or approval; and Tenant's sole remedy in such circumstances shall be an action or proceeding for specific performance, injunctive relief or declaratory judgment, plus reasonable attorney's fees.

17.26 Intentionally deleted.

17.27 Intentionally deleted.

17.28 COVENANTS

This Lease shall be construed as though Landlord's covenants contained herein are independent and not dependent and Tenant hereby waives the benefit of any law to the contrary. All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

17.29 AUCTIONS

Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Property. The holding of any auction on the Premises or common areas in violation of this Section shall constitute a default hereunder.

17.30 AUTHORITY

If Tenant is a corporation, limited liability corporation, trust, or general or limited partnership, Tenant, and each individual executing this Lease on behalf of such entity, represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of said entity, that said entity is duly authorized to enter into this Lease, and that this Lease is enforceable against said entity in accordance with its terms. If Tenant is a corporation, trust or partnership, Tenant shall deliver to Landlord upon request evidence of such authority satisfactory to Landlord.

17.31 RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

17.32 Intentionally deleted.

17.33 OFAC CERTIFICATION AND INDEMNITY

Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756, the “Patriot Act”) prohibit certain property transfers. Tenant hereby represents and warrants to Landlord (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that neither Tenant nor any manager, beneficiary, partner, or principal of Tenant is subject to the Executive Order, that none of them is listed on the United States Department of the Treasury Office of Foreign Assets Control (“OFAC”) list of “Specially Designated Nationals and Blocked Persons” as modified from time to time, and that none of them is otherwise subject to the provisions of the Executive Order or the Patriot Act. The most current list of “Specially Designated Nationals and Blocked Persons” can be found at <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>. Tenant shall from time to time, within ten days after request by Landlord, deliver to Landlord any certification or other evidence requested from time to time by Landlord in its reasonable discretion, confirming Tenant’s compliance with these provisions. No assignment or subletting shall be effective unless and until the assignee or subtenant thereunder delivers to Landlord written confirmation of such party’s compliance with the provisions of this subsection, in form and content satisfactory to Landlord. If for any reason the representations and warranties set forth in this subsection, or any certificate or other evidence of compliance delivered to Landlord hereunder, is untrue in any respect when made or delivered, or thereafter becomes untrue in any respect, then an event of default hereunder shall be deemed to occur immediately, and there shall be no opportunity to cure. Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord harmless from and against, any and all liabilities, losses claims, damages, penalties, fines, and costs (including reasonable attorneys’ fees and costs) arising from or related to the breach of any of the foregoing representations, warranties, and duties of Tenant. The provisions of this subsection shall survive the expiration or earlier termination of this Sublease for the longest period permitted by law.

17.34 WAIVER OF JURY TRIAL

LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST

LANDLORD ON ANY MATTER 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, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal as of the date set forth in Section 1.2, above.

LANDLORD:

Town of Saugus:

By:

Name: Scott C. Crabtree
Title: Town Manager

TENANT:

AMERICAN AMBULANCE, INC.

By:

Name:
Title:

EXHIBIT A

Plan showing the Premises

PARCEL INFORMATION

Owner#1: TOWN OF SAUGUS
Owner#2: TOWN HALL & FIRE STATION
Address#1: 298 CENTRAL ST
Address#2: SAUGUS MA 01906

Use-Code: 931
Tax Class: E
Tot Fin Area: 20274
Tot Land Area: 0.942

Sale Price: 22949
Sale Date: 6/4/2004
Sale Type: L
Sale Valid: E
Grantor: TOWN OF SAUGUS

Book: 22949
Page: 134
Cert/Doc:

Inspect Date: 12/17/2013
Meas Date: 12/17/2013
Entrance: C
Collect ID: RJK
Inspect Reas: M

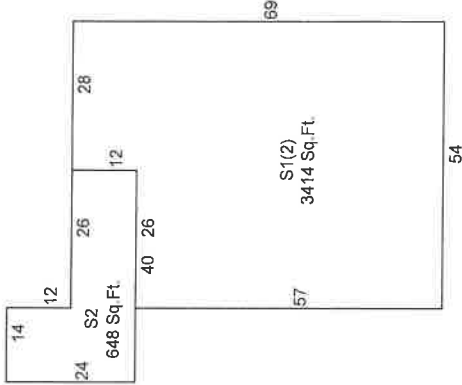
Road Type: T
Rd Condition: P
Traffic: M
Water: PS
Sewer: SW

Exempt-B/L%: 0/
Resid-B/L%: /
Comm-B/L%: /
Indust-B/L%: /
Open Sp-B/L%: /

COMMERCIAL SECTIONS/GROUPS

Section:		Section:		Section:	
ID	Use-Code	ID	Use-Code	ID	Use-Code
101	356	201	356		
Category:	4	Category:	4	Category:	
Grnd-Fl-Area:	7476	Grnd-Fl-Area:	6275	Grnd-Fl-Area:	
Story Height:	2	Story Height:	2	Story Height:	
Bldg-Class:	C	Bldg-Class:	C	Bldg-Class:	
Yr-Built:	1880	Yr-Built:	1880	Yr-Built:	
Eff-Yr-Built:	1950	Eff-Yr-Built:	1950	Eff-Yr-Built:	
Cost Bldg:	204400	Cost Bldg:	1061200	Cost Bldg:	
Groups (1):		Groups (2):		Id Cd B-FL-A Flrs Unt	
2	490 3862 2 1	1	421 6275 1 1	Id	Cd B-FL-A Flrs Unt
		2	420 6275 2 1		

SKETCH



LAND INFORMATION

NBHD CODE: 202 NBHD CLASS: 1 ZONE: NA
Seg Type Code Method Sq-Ft Acres Infltu-1/2/3 Value Class

1 P 903 S 41036 N 271801

DETACHED STRUCTURE INFORMATION

Str Unit Msr-1 Msr-2 E-YR-Blt Grade Cond %Good P/F/E/R Cost Class

VALUATION INFORMATION

Current Total: 1537400 Bldg: 1265600 Land: 271800 MktLnd: 271800
Prior Tot: 3214200 Bldg: 2942400 Land: 271800 MktLnd: 271800

PHOTO



298 CENTRAL ST

EXHIBIT B

Tenant Improvements

Improvements To Be Completed to 12 Hamilton Street

- A complete cleanout of the first floor including steam/pressure washing of all walls and floors.
- Significant electrical upgrades to bring the building current with all electrical codes. This includes lighting, emergency lighting, garage door wiring, exit signs, and vehicle shore lines.
- Installation of automatic vehicle exhaust ventilation system
- New walk-in entry doors on both the east and west sides of the building. Each door is equipped with combination security locks.
- Installation of four new windowed and insulated garage doors with motors.
- Installation and upgrades to the Zetron station alert system in order to respond to incoming emergency dispatching.
- Voice and high-speed internet wiring
- Replace/repair bathroom fixtures
- Paint office, bathroom, and stairway
- Install new first floor bathroom that is ADA complaint
- Repair/replacement of all first floor windows to improve safety and energy efficiency
- Remove/repair of all out of code electrical wiring
- Repair/replace stairway railings to meet building code
- Renovation of the mezzanine above the first floor into a comfortable employee lounge
- Repair/replacement of mezzanine windows
- Repair fire pole holes (2) in the second floor flooring
- Repair/refinish hardwood flooring on second floor
- Renovate and convert second floor bathroom to separate Men's and Women's restrooms
- Repair/replace kitchen cabinets, fixtures, and flooring to make a functional break room
- Install roof-mounted air conditioning unit (s) for second floor offices
- Repair/replace lighting and as necessary
- Install new second floor ceiling
- Install second egress from second floor
- Removal/repair/replace all out of code second floor wiring
- Repair/replace all second floor windows to improve safety and energy efficiency
- Repair and paint all second floor walls, doors, and woodwork



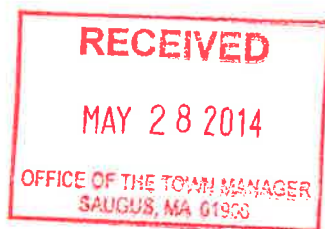
Saugus Fire Department

27 HAMILTON STREET
SAUGUS, MASSACHUSETTS 01906
Phone: (781) 941-1170 • Fax: (781) 231-4158



Donald P. McQuaid
Chief of Department

Michael C. Newbury
Deputy Fire Chief
Captain Thomas Kaminski
Fire Prevention



To: Scott Crabtree

From: Chief McQuaid

Re: Ambulance Placement

Date: 5/28/2014

The current location of the ambulance service has led to a drastic improvement in 911 emergency response times. The reason Saugus Fire Department Headquarters have been placed on Hamilton Street since the 1930's is its central location and proximity to all major streets in Saugus. In a town such as Saugus with 11 square miles to cover in an emergency, location is paramount to provide life-saving interventions in a timely manner. The prior ambulance location was on the outskirts of the Town of Saugus border and led to longer response times.

In any kind of medical emergency every second counts to provide life-saving interventions. It is in my opinion that the current ambulance service location is in the best interest of public safety.

Respectfully,

Donald P. McQuaid

Chief of Department

Saugus Fire Department

"SMOKE DETECTORS SAVE LIVES"

TOWN OF SAUGUS
DEPARTMENT OF POLICE

27 Hamilton Street
Saugus, MA 01906



Domenic J. DiMella
Chief of Police
Office (781) 941-1140
FAX (781) 231-5526

Mr. Scott Crabtree, Esq.
Town Manager
298 Central Street
Saugus, MA. 01906

May 27, 2014

Dear Mr. Manager,

The performance of American Ambulance since they began serving the Town of Saugus has been excellent. They have reduced response times substantially and they have maintained those reduced times. I believe the central location on Hamilton Street has contributed greatly to their efficient operations.

The Police and Fire Departments are centrally located in town on Hamilton Street so we can respond to emergency calls as quickly as possible. The ambulance services are no different than the Police and Fire Departments services and I feel it is a public safety necessity to keep American Ambulance in their current location on Hamilton Street. We owe it to the Saugus community to get emergency services to them as quickly as possible.

I recommend keeping American Ambulance in the center of town so they can maintain their current level of service.

Sincerely,

A handwritten signature in black ink that reads "Domenic J. DiMella".

Domenic J. DiMella

Fractile Response Time

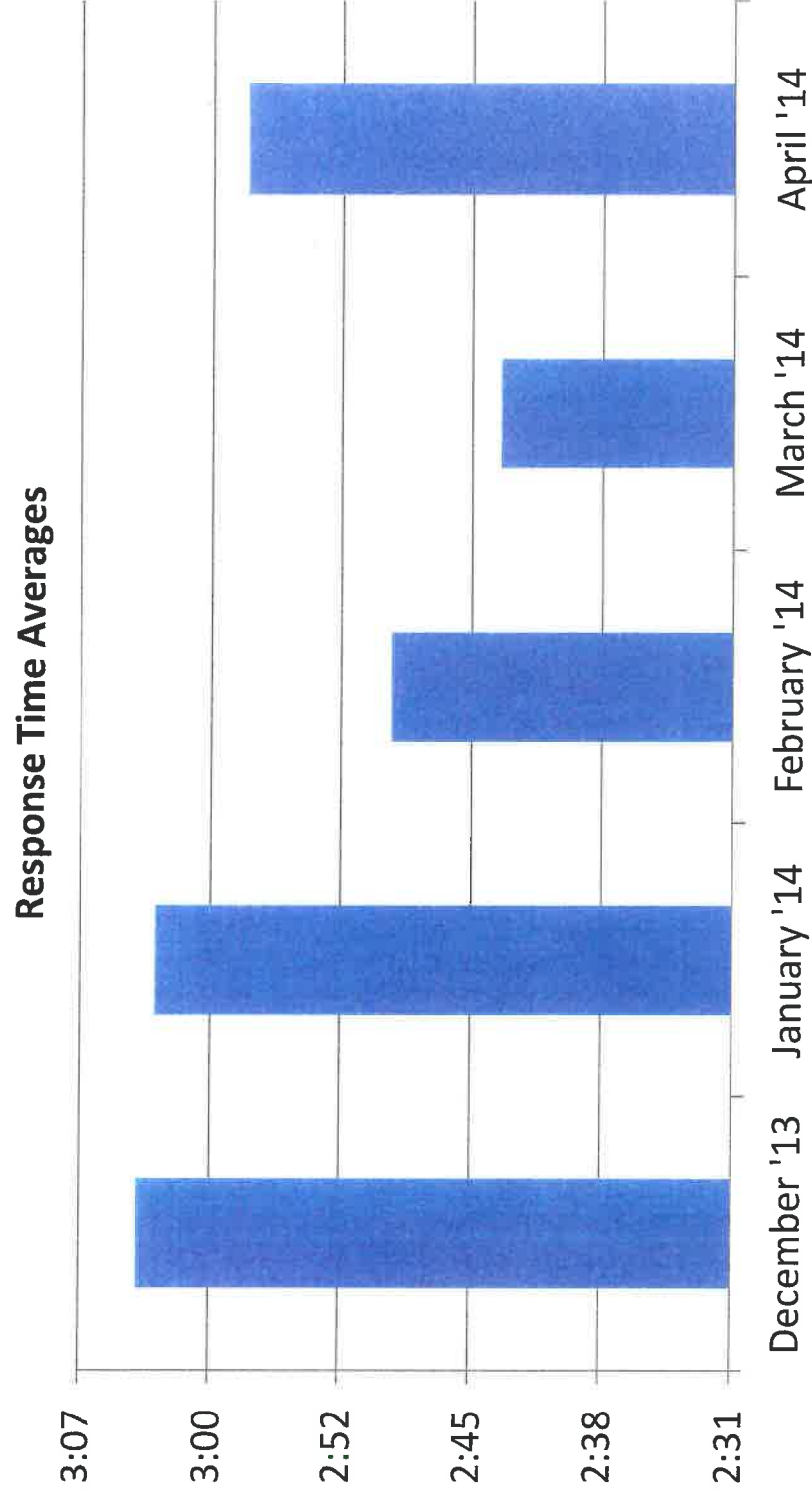
Company IS AMERICAN AMBULANCE INC; AND Trip Date IS BETWEEN 04/01/2014 AND 04/30/2014; AND Ordering Facility IS SAUGUS 911; AND Call Types IS ALS OR BLS; AND Initial Priority IS 1 - LIFE THREATENING OR 2 - POTENTIAL LIFE THREATENING; AND Disp...

AMERICAN AMBULANCE INC

	Call Count	Cumulative Call Count	Percent of Total Calls	Cumulative Percent of Total Calls
00:00 - 01:59	42	42	20%	20%
02:00 - 02:59	51	93	24%	44%
03:00 - 03:59	55	148	26%	70%
04:00 - 04:59	37	185	18%	88%
05:00 - 05:59	19	204	9%	97%
06:00 - 06:59	3	207	1%	99%
07:00 - 07:59	3	210	1%	100%

Total Calls for AMERICAN AMBULANCE INC: 210

Saugus Deployment with American Ambulance



Saugus Deployment with American Ambulance

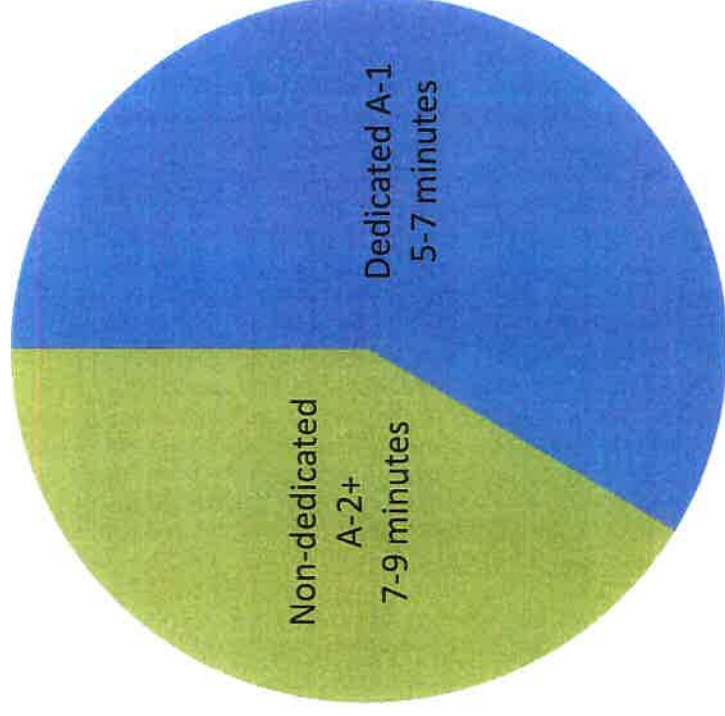
Through April 30, 2014:

- 1735 requests for service
- 1157 transports
- 3 patients transported by mutual aid



Saugus Deployment before American Ambulance

Coverage and Response Times



Saugus Deployment with American Ambulance

Coverage and Response Times

