



**NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH
THE PROVISIONS OF MGL 30A §18 – 25**

BOARD/COMMITTEE/COMMISSION: Board of Selectmen

DATE SUBMITTED TO TOWN CLERK: October 5, 2023, 4:30 PM

MEETING DATE: Tuesday, October 10, 2023 TIME: 5:00 PM

LOCATION: Town Hall, 511 Main Street, Dunstable, MA

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA

1.	<i>Call to Order</i>
2.	<i>Public Comments</i>
3.	<i>PUBLIC HEARING Continued: Verizon Franchise Agreement - September 26, 2023 to September 25, 2028*</i>
4.	<i>Meeting Minutes – September 20, 2023 & September 26, 2023*</i>
5.	<i>MCO Associates Local Initiative Program Application – Request for Approval and to submit jointly with the Select Board*</i>
6.	<i>Debt Exclusion Ballot Question for Election on November 30, 2023*</i>
7.	<i>Appointment of Temporary Town Clerk – Brynn Durno*</i>
8.	<i>New Business/Old Business</i>
9.	<i>Adjourn</i>

*Votes likely to be taken

(Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

This week's meeting will be streaming live on [You Tube](#).

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

DATE, ~~2022~~2023

**BOARD OF SELECTMEN
TOWN OF DUNSTABLE,
MASSACHUSETTS**

TABLE OF CONTENTS

ARTICLE		PAGE
1.	DEFINITIONS	1
2.	GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3.	PROVISION OF CABLE SERVICE	8
4.	SYSTEM OPERATION	10
5.	SYSTEM FACILITIES	10
6.	PEG SERVICES AND SUPPORT	10
7.	LICENSE FEES	12
8.	CUSTOMER SERVICE	13
9.	REPORTS AND RECORDS	13
10.	INSURANCE AND INDEMNIFICATION	14
11.	TRANSFER OF LICENSE	16
12.	RENEWAL OF LICENSE	16
13.	ENFORCEMENT AND TERMINATION OF LICENSE	17
14.	MISCELLANEOUS PROVISIONS	19

[TOC TO BE UPDATED WITH FINAL EXECUTION COPY]

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTON 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Board of Selectmen of the Town of Dunstable, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of April 30, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate and maintain a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, and which is provided to multiple Subscribers within the Town. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Town and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town, as well as the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, epidemics, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for the non-commercial use of the Issuing Authority and/or its PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee from the operation of the Cable System to provide Cable Service in the Town, provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue based on the number of Subscribers in the Town;

1.16.6. Revenues from the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.16.7. Any tax of general applicability imposed upon Licensee or upon Subscribers by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees);

1.16.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees;

1.16.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.16.12. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.18. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Issuing Authority*: The Board of Selectmen of the Town of Dunstable.

1.20. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.21. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.22. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.23. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.24. *PEG*: Public, educational, and governmental.

1.25. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.26. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.27. *Public Access Channel*: An Access Channel available for the non-commercial use by residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.28. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.29. *Service Area*: The entire existing territorial limits of the Town.

1.30. *State*: The Commonwealth of Massachusetts.

1.31. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.32. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.33. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.34. *Title II*: Title II of the Communications Act, as amended.

1.35. *Title VI*: Title VI of the Communications Act, as amended.

1.36. *Town*: The Town of Dunstable.

1.37. *Transfer of the License*:

1.37.1. Any transaction in which:

1.37.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.37.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.37.2. However, notwithstanding Sections 1.37.1.1 and 1.37.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee.

1.38. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.39. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on _____, 20222023 (the "Effective Date"), and expiring at midnight on _____, 20272028, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally*: Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder at any time during the term of this License for any reason, in Licensee's sole discretion, upon sixty (60) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements*:

2.5.1. If there is a change in federal, State, or local law that reduces any material financial and/or operational obligation that the Issuing Authority has required from or imposed upon a VSP, or if the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSP. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

- a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546
- b. terminating the License within two (2) years from written notice to the Issuing Authority;
- c. submitting the matter to mediation by a mutually-acceptable mediator; or
- d. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.4. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the existing facilities of the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions

of federal and State law as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to State law have the lawful effect of materially altering the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10. *Police Powers:* The Town shall not enact any bylaws or regulations that are inconsistent with this License, provided however that nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas, developments, buildings or other residential dwelling units subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; or (H) where Licensee determines, in good faith, that providing Cable Service is not commercially reasonable.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable

Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide without charge within the Service Area, one service outlet activated for Basic Service to each public school, police and fire station, public library, and other public buildings as are designated by the Issuing Authority. Each such written designation shall include the street address of each building. The current designation of public buildings and their street addresses are set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each building receiving service pursuant to this Section 3.3. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR § 3.07.

4. SYSTEM OPERATION

The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be operated with a digital carrier passband of between 50 and 860 MHz.

5.1.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

5.2. *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the System.

6. PEG SERVICES AND SUPPORT

6.1. *PEG Set Aside:*

6.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for two (2) Channels for Public Access, Educational Access and Government Access (collectively, “PEG Access Channels”).

6.1.2. The Issuing Authority hereby authorizes Licensee to transmit PEG Access Channel programming within and without the Town’s jurisdictional boundaries. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. If a PEG Access Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days’ prior written notice of such request.

6.2. *PEG Interconnection and Cablecasting:*

6.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 511 Main Street, Dunstable, MA (the “PEG Interconnection Site”) and shall provide, install, maintain, repair and replace its own equipment as may be reasonably necessary to receive and transmit PEG Access Channel programming from the Interconnection Site to Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority’s express written consent, and subject further to Licensee’s prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

6.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town’s PEG equipment shall be at the output of the Town’s signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection

issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Issuing Authority a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of ~~TBD~~Three Thousand Dollars (\$TBD3,000.00) (the "PEG Grant"), payable ~~in four (4) equal installments of TBD Dollars (\$TBD.00) each, due and payable~~ within forty-five (45) days of the Effective Date, ~~and on. The PEG Grant shall be used solely by the first (1st), second (2nd)~~Issuing Authority and/or the PEG Access Designee for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and third (3rd) anniversaries of the Effective Date program playback equipment, or for renovation or construction of PEG access facilities. The Issuing Authority and/or the PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

6.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Issuing Authority. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Issuing Authority. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider's failure to provide a cash grant in accordance with the schedule set forth in such provider's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

6.4. *Indemnity for PEG:* The Issuing Authority shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License and to hold harmless and defend Licensee and the Town from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The

Issuing Authority shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

6.5. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant and any other costs arising from the provision of PEG services, including interconnection, from Subscribers and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.6. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

6.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

7. LICENSE FEES

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee").

7.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542 and FCC regulations and orders pursuant thereto.

7.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

7.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

8. CUSTOMER SERVICE

8.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions

contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

8.2. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of Licensee and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2. *Records Required:* Licensee shall at all times maintain:

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an act, omission, product or service relating to the provision of Cable Services in the Town that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.2.5. A map showing the area of coverage for the provisioning of Cable Services.

10. INSURANCE AND INDEMNIFICATION

10.1. *Insurance:*

10.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence for property damage and bodily injury and one million dollars (\$1,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

10.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for each accident for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

10.1.1.4. The Town shall be included as additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

10.1.1.5. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior notice of cancellation of any required coverage.

10.1.1.6. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.1.7. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

10.2. *Indemnification:*

10.2.1. Licensee shall indemnify and hold the Town harmless at all times during the term of this License from any and all claims and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the Town shall give Licensee written notice of its request for indemnification within ten (10) days of receipt of a claim pursuant to this subsection. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

10.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit B**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure

to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

11. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.37.2 above.

12. RENEWAL OF LICENSE

12.1. *Governing Law:* The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee

contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the

testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Force Majeure*: Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's

intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

14.5. *Performance Evaluations.* If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

14.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

14.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
Flr-10
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Dunstable
Town Hall
511 Main Street
P.O. Box 250
Dunstable, MA 01827

14.8. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous

agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.9. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as otherwise provided herein.

14.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.11. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.12. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.13. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

14.14. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.16. *No Third Party Beneficiary:* Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.17. *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same

instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____, ~~2022~~2023.

TOWN OF DUNSTABLE
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

~~Kieran Meehan~~ Ronald Mikol, Chairman

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

~~Ronald Mikol~~

Leah D. Basbanes, Vice Chair

Kieran Meehan, Member

Approved as to Form:

Verizon Law Department

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

Exhibit List

EXHIBIT A

**MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO
SECTION 3.3**

Library - 588 Main Street

Public Library - see Library

Police Station - 23 Pleasant Street

Fire Station - 28 Pleasant Street

Swallow Union School - 520 Main Street

Exhibit B

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Exhibit B

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2022.

Principal

Surety

By: _____

By: _____, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

OCTOBER 10, 2023

**BOARD OF SELECTMEN
TOWN OF DUNSTABLE,
MASSACHUSETTS**

TABLE OF CONTENTS

ARTICLE		PAGE
1.	DEFINITIONS	1
2.	GRANT OF AUTHORITY; LIMITS AND RESERVATIONS	6
3.	PROVISION OF CABLE SERVICE	9
4.	SYSTEM OPERATION	10
5.	SYSTEM FACILITIES	10
6.	PEG SERVICES AND SUPPORT	10
7.	LICENSE FEES	13
8.	CUSTOMER SERVICE	13
9.	REPORTS AND RECORDS	14
10.	INSURANCE AND INDEMNIFICATION	15
11.	TRANSFER OF LICENSE	16
12.	RENEWAL OF LICENSE	17
13.	ENFORCEMENT AND TERMINATION OF LICENSE	17
14.	MISCELLANEOUS PROVISIONS	19

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

THIS CABLE RENEWAL LICENSE AGREEMENT (this “License” or “Agreement”) is entered into by and between the Board of Selectmen of the Town of Dunstable, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of April 30, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate and maintain a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to Licensee, Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Licensee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service, which includes video programming, and which is provided to multiple Subscribers within the Town. The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Town and shall not include the tangible Telecommunications Facilities of Licensee subject in whole or in part to Title II or of an Information Services provider.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended, which includes the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and by the Telecommunications Act of 1996.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the non-commercial use of the local public schools in the Town, as well as the PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, epidemics, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for the non-commercial use of the Issuing Authority and/or its PEG Access Designee.

1.16. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee from the operation of the Cable System to provide Cable Service in the Town, provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Licensee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue based on the number of Subscribers in the Town;

1.16.6. Revenues from the sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable license fees from purchaser's customer;

1.16.7. Any tax of general applicability imposed upon Licensee or upon Subscribers by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable license fees);

1.16.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9. Revenues from the sales of capital assets or sales of surplus equipment;

1.16.10. Program launch fees;

1.16.11. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.16.12. Any fees or charges collected from Subscribers or other third parties for the PEG Grant.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.18. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Issuing Authority*: The Board of Selectmen of the Town of Dunstable.

1.20. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.21. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.22. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.23. *Non-Cable Services*: Any service that does not constitute the provision of Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.24. *PEG*: Public, educational, and governmental.

1.25. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.26. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.27. *Public Access Channel*: An Access Channel available for the non-commercial use by residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.28. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.29. *Service Area*: The entire existing territorial limits of the Town.

1.30. *State*: The Commonwealth of Massachusetts.

1.31. *Subscriber*: A Person who lawfully receives Cable Service of the Cable System with Licensee's express permission.

1.32. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.33. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.34. *Title II*: Title II of the Communications Act, as amended.

1.35. *Title VI*: Title VI of the Communications Act, as amended.

1.36. *Town*: The Town of Dunstable.

1.37. *Transfer of the License*:

1.37.1. Any transaction in which:

1.37.1.1. an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.37.1.2. the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.37.2. However, notwithstanding Sections 1.37.1.1 and 1.37.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee.

1.38. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

1.39. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System along the Public Rights-of-Way within the Town, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on October 10, 2023 (the "Effective Date"), and expiring at midnight on October 9, 2028, unless sooner revoked or terminated as provided herein.

2.4. *Termination Generally*: Notwithstanding any provision herein to the contrary, Licensee may terminate this License and all obligations hereunder at any time during the term of this License for any reason, in Licensee's sole discretion, upon sixty (60) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements*:

2.5.1. If there is a change in federal, State, or local law that reduces any material financial and/or operational obligation that the Issuing Authority has required from or imposed upon a VSP, or if the Issuing Authority enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers

in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSP. Any modification of the License pursuant to the terms of this section shall not trigger the requirements of 207 CMR 3.07.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

- a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546
- b. terminating the License within two (2) years from written notice to the Issuing Authority;
- c. submitting the matter to mediation by a mutually-acceptable mediator; or
- d. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.4. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5. PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted shall not adversely impact the authority as granted under this License and shall not interfere with the existing facilities of the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Agreement:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.9.3. Should any change to State law have the lawful effect of materially altering the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10. *Police Powers:* The Town shall not enact any bylaws or regulations that are inconsistent with this License, provided however that nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police power results in any material alteration of the terms and conditions of this License, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate the negative effects on the Licensee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to this License, then Licensee may terminate this Agreement without further obligation to the Town or, at Licensee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon

Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas, developments, buildings or other residential dwelling units subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; (F) in areas, developments, buildings or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, buildings or other residential dwelling units by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date; or (H) where Licensee determines, in good faith, that providing Cable Service is not commercially reasonable.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide without charge within the Service Area, one service outlet activated for Basic Service to each public school, police and fire

station, public library, and other public buildings as are designated by the Issuing Authority. Each such written designation shall include the street address of each building. The current designation of public buildings and their street addresses are set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each building receiving service pursuant to this Section 3.3. Licensee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Licensee shall not charge for the provision of Basic Service to the additional service outlets once installed. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR § 3.07.

4. SYSTEM OPERATION

The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

5.1.1. The System shall be operated with a digital carrier passband of between 50 and 860 MHz.

5.1.2. The System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

5.2. *Interconnection:* The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the System.

6. PEG SERVICES AND SUPPORT

6.1. *PEG Set Aside:*

6.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for two (2) Channels for Public Access, Educational Access and Government Access (collectively, "PEG Access Channels").

6.1.2. The Issuing Authority hereby authorizes Licensee to transmit PEG Access Channel programming within and without the Town's jurisdictional boundaries. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term. If a PEG Access Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Access Channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice of such request.

6.2. *PEG Interconnection and Cablecasting:*

6.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 511 Main Street, Dunstable, MA (the "PEG Interconnection Site") and shall provide, install, maintain, repair and replace its own equipment as may be reasonably necessary to receive and transmit PEG Access Channel programming from the Interconnection Site to Subscribers. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

6.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

6.3. *PEG Grant:*

6.3.1. Licensee shall pay to the Issuing Authority a PEG grant to be used for PEG Access Channel capital funding purposes in the total amount of Three Thousand Dollars (\$3,000.00) (the “PEG Grant”), payable within forty-five (45) days of the Effective Date. The PEG Grant shall be used solely by the Issuing Authority and/or the PEG Access Designee for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities. The Issuing Authority and/or the PEG Access Designee, as determined by the Issuing Authority, shall own all facilities and equipment purchased with the PEG Grant, and Franchisee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG Grant.

6.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligation set forth above, the Licensee’s obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Issuing Authority. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Issuing Authority. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee’s PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other provider’s failure to provide a cash grant in accordance with the schedule set forth in such provider’s license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

6.4. *Indemnity for PEG:* The Issuing Authority shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Licensee to transmit programming consistent with this License and to hold harmless and defend Licensee and the Town from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. The Issuing Authority shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

6.5. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant and any other costs arising from the provision of PEG services, including interconnection, from Subscribers and to include such costs as separately billed line items on each Subscriber’s bill. Without limiting the foregoing,

if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.6. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

6.7. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

7. LICENSE FEES

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”).

7.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542 and FCC regulations and orders pursuant thereto.

7.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

7.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

8. CUSTOMER SERVICE

8.1. *Standards:* The Licensee shall comply with the FCC’s cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

8.2. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8.3. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town during Licensee's regular business hours at an office of Licensee and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2. *Records Required:* Licensee shall at all times maintain:

9.2.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein shall mean any written or verbal contact with Licensee in connection with a subscription in which a Subscriber expresses dissatisfaction with an act, omission, product or service relating to the provision of Cable Services in the Town that is (i) within Licensee's control, and (ii) requires a corrective measure on the part of Licensee. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.2.5. A map showing the area of coverage for the provisioning of Cable Services.

10. INSURANCE AND INDEMNIFICATION

10.1. Insurance:

10.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence for property damage and bodily injury and one million dollars (\$1,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

10.1.1.2. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for each accident for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 disease-policy limit.

10.1.1.4. The Town shall be included as additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

10.1.1.5. Upon receipt of notice from its insurer(s), Licensee shall provide the Town with thirty (30) days' prior notice of cancellation of any required coverage.

10.1.1.6. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.1.7. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

10.2. Indemnification:

10.2.1. Licensee shall indemnify and hold the Town harmless at all times during the term of this License from any and all claims and actions for injury and damage to

persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this License, provided that the Town shall give Licensee written notice of its request for indemnification within ten (10) days of receipt of a claim pursuant to this subsection. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.2.3. The Town shall hold harmless and defend Licensee from and against, and shall be responsible for, damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the Town.

10.2.4. The Town shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation, subject to any and all defenses and limitations of liability provided by law. The Licensee shall not be required to indemnify the Town for acts of the Town which constitute willful misconduct or negligence, on the part of the Town, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Twenty-Five Thousand Dollars (\$25,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit B**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

11. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent

shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.37.2 above.

12. RENEWAL OF LICENSE

12.1. *Governing Law:* The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law.

12.2. *Needs Assessments:* In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town promptly so that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations:* Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms:* Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond:* Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing:* In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10.3 above; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also

determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties*: In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Force Majeure*: Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Licensee that outweigh the benefit to be derived by the Town and/or Subscribers.

14.5. *Performance Evaluations*. If, during the term of this License, the Town conducts an evaluation of Licensee's performance under this License or otherwise related to Licensee's provision of Cable Service in the Town, then the Town shall provide Licensee with a

written report with respect to Licensee's compliance within ten (10) days after the conclusion of such evaluation.

14.6. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

14.7. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
Flr-10
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Dunstable
Town Hall
511 Main Street
P.O. Box 250
Dunstable, MA 01827

14.8. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.9. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, except as otherwise provided herein.

14.10. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.11. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.12. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.13. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

14.14. *Interpretation*: The Town and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15. *Jurisdiction*: Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.16. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.17. *Counterparts*: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS 10th DAY OF OCTOBER, 2023.

TOWN OF DUNSTABLE
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.

Ronald Mikol, Chairman

By: _____
Kevin M. Service, Senior Vice
President of Operations – Consumer
and Mass Business Markets

Leah D. Basbanes, Vice Chair

Kieran Meehan, Member

Approved as to Form:

Verizon Law Department

EXHIBITS

EXHIBIT A – MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – FORM OF PERFORMANCE BOND

Signature Page

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3

Library - 588 Main Street

Public Library - see Library

Police Station - 23 Pleasant Street

Fire Station - 28 Pleasant Street

Swallow Union School - 520 Main Street

Exhibit B

EXHIBIT B

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.
3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

Exhibit B

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of _____, 2022.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)

Exhibit B

MCO COTTAGE RENTALS DUNSTABLE

September 18, 2023

Jason Silva, Town Administrator
Town of Dunstable
Town Hall - 511 Main Street
Dunstable, MA 01827

RE: Submittal of LIP Application for BOS and Affordable Housing Comm review and Sign Off.

Dear Jason:

Attached please find four copies of the LIP Application for the proposed MCO Cottage Rental Dunstable project at the Pleasant Street site. We will need three copies of the application signed by both the Chief elected official (Mr. Mikol) as well as Jon Hughes as the Chair of the Affordable Housing Committee. DHCD also requests a letter of support from the Town regarding the project.

The application contains essentially the same information which has been presented to the Town through the RFP process in the format dictated by the DHCD application. The affordable income levels and rental rates were adjusted based upon HUD's 2023 numbers.

We have been proceeding with work on the site to complete our due diligence. Our counsel has pulled title and is reviewing; we have initiated a 21E (Phase 1); and are working to finalize an agreement with our engineer and will schedule some initial soil testing on the site.

If you have any questions or would us to attend a meeting to discuss the application, please advise. As an FYI, I will be travelling out of the country from September 19 thru September 30, but would happily meet upon my return.

We are very excited about this project and look forward to working with the Town to make it a reality. We appreciate your continued support.

Respectfully,

Mark C. O'Hagan

Mark C. O'Hagan, Manager
MCO Cottage Rentals Dunstable, LLC

Cc: B. Weilbrenner (via email)



MCO COTTAGE RENTALS DUNSTABLE
A DYNAMIC NEW COMMUNITY OF RENTAL COTTAGES



DHCD LIP APPLICATION
44 COTTAGE RENTALS

DEVELOPED BY:
MCO & ASSOCIATES, INC. & WEILBRENNER CONSTRUCTION, INC.
PO BOX 372
HARVARD, MA 01451
(978) 456-8388



MASSACHUSETTS
 Department of Housing and Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:
Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Rieko Hayashi, LIP Director

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Rieko Hayashi at 617-573-1426 or rieko.hayashi@mass.gov.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhdc.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application.

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
 Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Dunstable
 Name of Development: MCO Cottage Rentals Dunstable
 Site Address: 164 Pleasant Street
 Developer: MCO Cottage Rentals Dunstable, LLC

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 28.51 Density of Project (units/acre) 1.54

4. Unit Count:

Total Number of Units 44
 Market Rate 33
 Affordable 11

5. Unit Prices/Rents:
 Market Rate \$2,850 - \$3,600
 Affordable \$1,614 - \$1,945

Required Signatures for the
 Comprehensive Permit Project Application
 Chief Executive Official
 of Municipality:

Chair, Local Housing Partnership
 (if applicable):

Signature: _____

Signature: _____

Print Name: Ronald Mikol

Print Name: Jon Hughes

Date: _____

Date: _____

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Town of Dunstable issued an RFP with the goal of creating affordable housing on the site. To aid in its creation the Town is doing a long term on the site for nominal funds. MCO & Associates, Inc was selected to develop the property based upon it proposal to build 44 detached cottages on a rental basis. The Town felt the scope of the project and, more particularly, the scale of the smaller cottages was more fitting with the community.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Ronald Mikol, Chair BOS
Address 511 Main Street, Dunstable, MA 01827
Phone 978-649-4514 x 224
Email rmikol@dunstable-ma.gov

Town Administrator/Manager

Name Jason Silva, Town Manager
Address 511 Main Street, Dunstable, MA 01827
Phone 978-649-4514 x 224
Email jsilva@dunstable-ma.gov

City/Town Planner (if any)

Name _____
Address _____
Phone _____
Email _____

City/Town Counsel

Name Brian R. Falk, Partner – Mirick Oconnell
Address 100 Front Street, Worcester, MA 01608-1477
Phone 508-929-1678
Email bfalf@mirickoconnell.com

Chairman, Local Housing Partnership (if any)

Name Jon Hughes, Chair, Affordable Housing Trust
Address 511 Main Street, Dunstable, MA 01827
Phone 978-649-4514 x 224
Email jon.hughes480@gmail.com

Community Contact Person for this project

Name Jason Silva, Town Manager
Address 511 Main Street, Dunstable, MA 01827
Phone 978-649-4514 x 224
Email jsilva@dunstable-ma.gov

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

Name MCO Cottage Rentals Dunstable, LLC (Contact: Mark C. O'Hagan)
Address c/o MCO & Associates, Inc., PO Box 372, Harvard, MA 01451.
Phone 978-456-8388
Email markohagan@mcoassociates.com
Tax ID _____

Contractor

Name To be Determined
Address _____
Phone _____
Email _____
Tax ID _____

Architect

Name Joseph Tatone & Associates, LLC
Address 178 Park Street, Suite 102
North Reading, MA 01864
Phone 978-276-1960
Email jtatone@jta-architects.com
www.jta-architects.com
Tax ID _____

Engineer

Name Stamski and McNary, Inc. (George Dimakarakos)
Address 1000 Main Street, Acton, MA 01720
Phone 978-263-8585
Email gd@stamskiandmcnary.com
Tax ID _____

Attorney

Name D'Augustine, Levine, Parr & Netburn (Cathy Netburn)
Address 268 Main Street, Acton, MA 01720-6233
Phone (978) 263-7777
Email cnetburn@dlpnlaw.com
Tax ID _____

Housing Consultant

Name MCO & Associates, Inc. (Mark O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 508-395-1211
Email markohagan@mcoassociates.com
Tax ID _____

Marketing/Lottery Agent

Name MCO Housing Services, LLC (Maureen O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email maureen@mcohousingsservices.com

Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Mark O'Hagan – MCO & Associates, Inc.

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Craftsman Village Bolton	Craftsman Village Grafton	Craftsman Village Harvard	Craftsman Village Acton
Community Address:	Bolton, MA	Grafton, MA	Harvard, MA	Acton, MA
Housing Type:	Detached Condominiums New Construction	Condominiums New Construction	Detached Condominiums New Construction	Condominiums New Construction
Number of Units:	30	24	20	8
Total Development Costs:	\$13.2M	\$8.2M	\$10.55M	\$4.65M
Subsidy Program (if applicable):	40B	40B	40B	40B
Date Completed:	February 2019	November 2020	On Going	August 2021
Reference: Name and Telephone #:	Mark O'Hagan 978-395-1211	Mark O'Hagan 978-395-1211	Mark O'Hagan 978-395-1211	Mark O'Hagan 978-395-1211

2. **Contractor: *NOTE – The above projects were constructed by the ownership entity which included Mark O'Hagan and a partner.***

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:	Same as above	Same as above	Same as above	Same as above
Housing Type:				
Number of Units:				
Total Development Costs:				
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No
 If yes, please explain. Mark O'Hagan and MCO Housing Services, LLC has an extensive background in 40B development, construction and affordable marketing services. Mark O'Hagan has developed or been involved with approximately 30

affordable projects over the last 25 years. Mr. O'Hagan is also the owner of MCO Housing Services, LLC which provides consulting and lottery services to developers throughout eastern Massachusetts.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Manager (Title) of MCO Cottage Rentals Dunstable, LLC (Legal Name of Applicant) and that the information requested below for the project known as MCO Cottage Rentals Dunstable (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non-profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: Mark C. O'Hagan, Manager

Date _____

V. PROJECT INFORMATION

1.	Type of Housing:	Total Number of Units
	Single-Family House	_____
	Condo	_____
	Rental	<u>44</u>
	Other	_____

2. Total Number of Units Affordable 11 Market 33

3.	Project Style:	Total Number of Units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____
	Other (specify)	<u>44 Detached Rental Cottages</u>

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
 Buildings 3.6% Parking & Paved Areas 6.9%
 Usable Open Space 50% Unusable Open Space 39.5%

6. Is any portion of the project designed for non-residential use? NO
 If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
We will utilize low impact development (LID) techniques on site and will promote clean energy principles by using EnergyStar and Watersense products throughout the development. The traditional Neighborhood Development with utilize shared well and wastewater treatment systems to limit overall impacts on the site. We have also concentrated development on approximately 10 acres to keep nearly half the site as open space.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will be built in conjunction with the 9th edition of the Mass Building Code and shall comply with Mass Save program requirements. Rated windows,

tankless hot water heater, sealed ductwork, added insulation & sealing and high efficiency boilers will be used. Each unit also need to be HERS rated.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

Low E insulated glass, low flow toilets, "Water Sense" approved fixtures, and LED lighting are all standard in the homes. Appliances will all be Energy Star approved and Low Impact Development (LID) will be utilized to limit environmental disturbance on the site. Vinyl siding & fiber cement board for limited long-term maintenance will be utilized.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>1</u>	<u>1</u>	<u>1.5</u>	<u>1152</u>	<u>2</u>	<u>\$1,614</u>	_____	<input type="checkbox"/> # <u>1</u>
	<u>3</u>	<u>2</u>	<u>2</u>	<u>1152</u>	<u>2</u>	<u>\$1,786</u>	_____	<input type="checkbox"/> # <u>3</u>
	<u>6</u>	<u>2</u>	<u>1.5</u>	<u>1296</u>	<u>2</u>	<u>\$1,786</u>	_____	<input type="checkbox"/> # _____
	<u>1</u>	<u>3</u>	<u>2</u>	<u>1408</u>	<u>2</u>	<u>\$1,945</u>	_____	<input type="checkbox"/> # <u>1</u>
Market	<u>2</u>	<u>1</u>	<u>1.5</u>	<u>1152</u>	<u>2</u>	<u>\$2,850</u>	_____	<input type="checkbox"/> # <u>2</u>
	<u>9</u>	<u>2</u>	<u>2</u>	<u>1152</u>	<u>2</u>	<u>\$3,100</u>	_____	<input type="checkbox"/> # <u>9</u>
	<u>18</u>	<u>2</u>	<u>1.5</u>	<u>1296</u>	<u>2</u>	<u>\$3,350</u>	_____	<input type="checkbox"/> # _____
	<u>4</u>	<u>3</u>	<u>2</u>	<u>1408</u>	<u>2</u>	<u>\$3,600</u>	_____	<input type="checkbox"/> # <u>4</u>
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 28.51 Total Buildable Acreage 17
2. Describe the current and prior uses of the subject site: Open land adjacent to Pond and wetlands. Site was previously use for a gravel operation.
-

Existing buildings on site? Yes No

If yes, describe plans for these buildings:

3. Current Zoning Classification:

Residential _____ (minimum lot size) 10 Acres

Commercial _____ Industrial _____ Other **MIXED USE**

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? 4

If yes, attach map of site noting wetland areas.

Is map attached? Yes No

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No

If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input checked="" type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input type="checkbox"/>				
Other	<input type="checkbox"/>	Explain:	_____		

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. No.

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? Density, Septic, Wetlands, Layout offset reliefs.

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Purchase and Sale Agreement _____

C. Under Option -- The Parcel is being Leased from the Town of Dunstable Under a Long Term Lease. Copy of LDA and Lease Attached.

Seller: Town of Dunstable Buyer: MCO Cottage Rentals Dunstable, LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain:

Date of Agreement _____ Expiration Date _____

Extensions granted? Yes No Date of Extension _____

Purchase Price \$ 0

LAND DEVELOPMENT AGREEMENT

BETWEEN

THE TOWN OF DUNSTABLE,

AS OWNER,

AND

MCO COTTAGE RENTALS DUNSTABLE, LLC

AS DEVELOPER

PREMISES: 160-164 Pleasant Street, Dunstable, Massachusetts

TABLE OF CONTENTS

SECTION 1	REFERENCE DATA	1
SECTION 2	PRE-LEASE COMMENCEMENT SUBMISSIONS	2
SECTION 3	DEPOSIT	3
SECTION 4	LEASE OF THE PREMISES; AS IS	3
SECTION 5	LEASEHOLD ESTATE	5
SECTION 6	PLANS	7
SECTION 7	LEASE COMMENCEMENT	8
SECTION 8	EXTENSION TO CONFORM	8
SECTION 9	LEASE COMMENCEMENT CONDITIONS	8
SECTION 10	NO ADJUSTMENTS	9
SECTION 11	ENVIRONMENTAL CONDITION	10
SECTION 12	DEVELOPER'S INTEREST	11
SECTION 13	INFORMATION AND ACCESS	12
SECTION 14	CONSULTATION AND COOPERATION	13
SECTION 15	DEFAULT; REMEDIES	13
SECTION 16	DEVELOPER'S SURVIVING COVENANTS	14
SECTION 17	NOTICES OF COMPLETION	16
SECTION 18	RIGHTS AND DUTIES OF MORTGAGEES	18
SECTION 19	NOTICES AND DEMANDS	19
SECTION 20	REQUEST FOR PROPOSALS	19
SECTION 21	MISCELLANEOUS	20

EXHIBITS TO LDA

<u>Exhibit A</u>	Legal Description
<u>Exhibit B</u>	Developer's Proposal Update Affidavit
<u>Exhibit C</u>	Project Requirements
<u>Exhibit D</u>	Architect's/Engineer's Certificate Regarding Notice of Final Completion
<u>Exhibit E</u>	Form of Notice of Final Completion
<u>Exhibit F</u>	Architect's/Engineer's Certificate Regarding Notice of Partial Completion
<u>Exhibit G</u>	Form of Notice of Partial Completion
<u>Exhibit H</u>	Beneficial Interest Disclosure Statement
<u>Exhibit I</u>	Project Timeline-Phases/Components
<u>Exhibit J</u>	Form of Ground Lease

LAND DEVELOPMENT AGREEMENT

This Land Development Agreement (this "***Agreement***") is dated this _____ day of _____, 2023 ("***Date of Agreement***"), and is entered into by and between the TOWN OF DUNSTABLE, a Massachusetts municipal corporation, as owner, with an address of 511 Main Street, Dunstable, Massachusetts 01827 ("***Owner***"), and MCO COTTAGE RENTALS DUNSTABLE, LLC, a Massachusetts limited liability company, as developer, having an address of 206 Ayer Road, Suite 5, Harvard, Massachusetts 01451 ("***Developer***").

SECTION 1 REFERENCE DATA

The following terms in this Agreement shall have the meanings given below:

DEVELOPER: NAME: MCO Cottage Rentals Dunstable, LLC
MAILING
ADDRESS: 206 Ayer Road, Suite 5
 Harvard, MA 01451
TEL NO: (978) 456-8388 _____
EMAIL: markohagan@mcoassociates.com
ATTENTION: Mark O'Hagan, Manager

PREMISES: The land more particularly described on Exhibit A, together with the future buildings and improvements thereon, which are located at 160-164 Pleasant Street, Dunstable, Massachusetts, designated by the Town of Dunstable Assessor's Office as Map 12, Lots 48 and 49-1, containing approximately 28.5 acres, and all easements, rights and restrictions of record appurtenant thereto.

PROJECT: The development of the Premises consistent with the Approval Documents (as defined herein) and all other obligations of Developer.

OWNER: NAME: Town of Dunstable
MAILING
ADDRESS: 511 Main Street
 Dunstable, MA 01827
TEL NO: () _____
EMAIL: _____
ATTENTION: _____

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 2 PRE-LEASE COMMENCEMENT SUBMISSIONS

- A. Owner agrees to lease to Developer, and Developer agrees to lease and develop, the Premises upon the terms set forth in this Agreement.
- B. Developer shall develop the Premises consistent with Developer's response to the RFP titled "160-164 Development Proposal" ("***Developer's Proposal***") except as otherwise set forth in this Agreement.
- C. At least sixty (60) days prior to the Lease Commencement Date, Developer shall deliver to Owner for approval the following submissions (collectively, the "***Developer's Pre-Lease Commencement Submissions***"), all in form and substance reasonably satisfactory to Owner, and in compliance with the requirements set forth in this Agreement:
 1. A set of schematic plans and specifications for the proposed improvements to be constructed at the Premises as part of the Project (the "***Proposed Improvements***");
 2. An affidavit in the form of Exhibit B, updating in detail all changes and modifications to Developer's Proposal ("***Developer's Proposal Update Affidavit***");
 4. Written confirmation addressed to Owner from Developer that the Proposed Improvements are consistent with the requirements of the RFP, the requirements set forth in Exhibit C attached hereto (the "***Project Requirements***"), and the provisions of this Agreement;
 5. A certificate addressed to Owner from a registered architect or registered engineer duly licensed under the laws of the Commonwealth of Massachusetts and reasonably acceptable to Owner, in form and substance substantially and customarily delivered to construction lenders in the area of the Premises, certifying, without limitation, the compliance of the Proposed Improvements and other site alterations under applicable federal, state and local building codes, laws and requirements and all applicable permits and approvals relating to the proposed site alterations and construction, including, without limitation, to the extent applicable, zoning and subdivision ordinances and the State Building Code;
 6. A tri-party agreement among Owner, Developer, and Developer's lender covering all site work involved in the Project, which shall be in form and substance satisfactory to Owner; and
 7. Evidence reasonably satisfactory to Owner that Developer has sufficient debt or equity funding or both available (or indicating Developer's anticipated funding sources for future phases), for the lease of the Premises and construction of the Proposed Improvements accompanied by development pro formas (including hard and soft costs) showing the Project through to completion.

- D. In the event that Owner determines that Developer's Pre-Lease Commencement Submissions do not comply with the above requirements, Owner shall notify Developer within thirty (30) days after receipt of Developer's Pre-Lease Commencement Submissions specifying the deficiencies with particularity. Developer shall thereupon promptly respond to Owner with further information and support for Developer's Pre-Lease Commencement Submissions and with revised Developer's Pre-Lease Commencement Submissions. After receipt of such supplemental materials, Owner shall notify Developer of any remaining deficiencies. Developer and Owner shall engage in any necessary further exchanges of information and responses, in the fashion described in this Section, as shall be required to the reasonable satisfaction of Owner to finalize Developer's Pre-Lease Commencement Submissions (the version of Developer's Pre-Lease Commencement Submissions approved in writing by Owner shall be referred to herein as the "**Approval Documents**").
- E. Developer shall develop the Proposed Improvements in accordance with the timetable shown on Exhibit I attached hereto and made a part hereof. Upon the timely completion of each phase or component in the form attached to this Agreement as Exhibit I, Developer shall be entitled to submit to Owner the Architect/Engineer's Certificate Regarding Notice of Partial Completion in the form attached to this Agreement as Exhibit G. Notwithstanding the foregoing, if required due to a force outside of Developer's reasonable control as set forth in Section 21(D), upon written request of Developer, Developer shall be entitled to modify the construction schedule or shift the order of phases or components of construction of the Project.

SECTION 3 DEPOSIT

Upon the execution of this Agreement, Developer shall deposit five thousand and 00/100 dollars (\$5,000.00) (the "**Deposit**") with Mirick, O'Connell, DeMallie & Lougee, LLP (the "**Escrow Agent**") to secure the performance of Developer's obligations under this Agreement. Upon the Lease Commencement, the Deposit shall be applied as a credit towards the Security Deposit required under the Ground Lease. In the event that Developer terminates this Agreement prior to the Due Diligence Termination Date as hereinafter defined, or Owner defaults under this Agreement or the Ground Lease, the Deposit shall be returned to Developer.

SECTION 4 LEASE OF THE PREMISES; AS IS

Developer hereby acknowledges and agrees as follows:

- A. Developer has not been influenced to enter into this transaction. So long as Developer does not terminate this Agreement prior to the Due Diligence Termination Date as hereinafter defined, Developer further acknowledges that Developer is leasing the Premises **AS IS**, with all faults (whether known or unknown) and without representation or warranty of any kind whatsoever. Except as otherwise expressly provided in this Agreement, Owner shall not be responsible for, nor bear any portion of the cost of, any work on the Premises, and all costs to complete the Project in accordance with the Approval Documents shall be borne by Developer.

- B. Subject to the terms of this Agreement, Developer shall have a period of ninety (90) days in which to perform a due diligence investigation of the Premises ("*Developer's Due Diligence*"), and in this regard Developer shall have the full opportunity to (i) inspect, take measurements, conduct surveys and perform tests, including tests for the presence of Hazardous Materials, (ii) show the Premises to contractors, architects, surveyors, engineers, insurers, banks and other lenders and investors, and (iii) make legal, financial, zoning, engineering, accounting and other reviews or investigations of the Premises, and in connection with the foregoing to access the Premises with vehicles, equipment and personnel. Notwithstanding the foregoing, Developer shall not perform any invasive testing at the Premises without Owner's prior approval and Owner shall have the right to be present at and to impose any limitations concerning invasive testing at the Premises. As used in this Agreement, "*Hazardous Materials*" means all chemicals, materials, substances, pollutants, contaminants and wastes, including, without limitation, oil, petroleum, petroleum containing substances, PCBs, asbestos containing materials, mold, mildew, fungus, microbial contaminants or pathogenic organisms or any other chemicals, materials, substances, pollutants, contaminants or wastes regulated under the Comprehensive Environmental Response Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, Chapter 21E and Chapter 21C of the Massachusetts General Laws, all regulations promulgated under the foregoing and any other federal, state or local law, ordinance, bylaw or regulation applicable to the Premises. Developer shall, immediately at the conclusion of Developer's investigation of the Premises, at Developer's sole cost and expense, restore the Premises to as near the condition which existed immediately prior to Developer's investigations as is reasonably possible. Developer, its employees, agents, contractors, subcontractors, consultants and other representatives ("*Developer's Representatives*") shall take all reasonable precautions to minimize the impact of Developer's investigations on the Premises.
- C. If Developer is not satisfied with Developer's Due Diligence for any reason or no reason, Developer may terminate this Agreement by written notice to Owner delivered not later than 5:00 p.m. on that date which is ninety (90) days following the Date of Agreement (the "*Due Diligence Termination Date*"), in which case the Deposit in full shall be promptly refunded to Developer. In the event Developer does not terminate this Agreement by the Due Diligence Termination Date, Developer's right of access to the Premises shall continue. Additionally, after the Due Diligence Termination Date, Developer shall have the right to advertise the commercial space for rental.
- D. Within sixty (60) days following the Date of Agreement, Developer shall provide Owner with written notice describing all federal, state and municipal permits, licenses and approvals, including, without limitation, zoning relief, variances, special permits, site plan approval, ANR endorsement, orders of conditions, demolition permits and historic approvals, deemed necessary by Developer for Developer's intended use of the Premises and that Developer desires to obtain before the Lease Commencement. If Developer obtains the permits licenses and approvals described in the foregoing notice, with all applicable appeals periods having expired (collectively, the "*Approvals*"), Developer shall promptly provide Owner with written notice thereof (the "*Approvals Notice*"). Notwithstanding anything

contained herein to the contrary, once Developer has obtained the Approvals and delivered the Approvals Notice to Owner, Developer shall have no further right to terminate this Agreement pursuant to this Section 4(D). In the event that, despite using diligent efforts, Developer is not able to obtain (or determines that in no event will Developer be able to obtain) the Approvals on or before the day that is one year following the Date of Agreement (the "*Approvals Contingency Date*"), then Developer may terminate this Agreement by written notice delivered to Owner before 5:00 p.m. on the Approvals Contingency Date, provided, however, Developer shall not be entitled to a return of the Deposit, which shall remain nonrefundable and fully earned by Owner. If Developer shall not have terminated this Agreement by written notice delivered to Owner before 5:00 p.m. on the Approvals Contingency Date, then Developer shall have no right to terminate this Agreement pursuant to this Section 4(D), and for purposes of this Agreement, the "*Approvals Date*" shall be the earlier of (I) the date that Developer delivers the Approvals Notice to Owner, and (II) the Approvals Contingency Date. From time to time upon Developer's request, Owner shall update Developer on Owner's progress towards obtaining the Approvals. Notwithstanding the foregoing, in the event that Developer has been unable to obtain the Approvals by the Approvals Contingency Date despite Developer's reasonable efforts, or in the event any of Developer's Approvals are appealed, the Approvals Contingency Date shall be automatically extended so long as Developer continues to diligently pursue the Approvals, or until the resolution of such appeal.

- E. Developer intends to pursue financing for the Project as more particularly set forth in Developer's Proposal. If Developer is not satisfied with its ability to obtain financing for the Project, then Developer may terminate this Agreement by written notice delivered to Owner before 5:00 p.m. on the day that is thirty (30) days following the Approvals Date (the "*Financing Contingency Date*"). If Developer shall not have terminated this Agreement by written notice delivered to Owner before 5:00 p.m. on the Financing Contingency Date, then Developer shall have no right to terminate this Agreement pursuant to this Section 4(E). If Developer terminates this Agreement as set forth in this Section 4(D), the Deposit shall remain nonrefundable and fully earned by Owner.
- F. Except as expressly provided in this Section 4 or unless due to Owner's inability to deliver the Premises in accordance with the provisions of this Agreement, if the Ground Lease as contemplated herein is not consummated, then, with no recourse against Owner, all deposits paid by Developer to Owner hereunder shall be retained by, and become the property of, Owner, as liquidated damages and this shall be Owner's sole remedy at law or in equity for any default by Developer under this Agreement, provided that Owner shall retain all of its remedies available at law and in equity relating to Developer's restoration and indemnity obligations.

SECTION 5 LEASEHOLD ESTATE

- A. The Premises shall be leased to Developer pursuant to a Ground Lease Agreement (the "*Lease*") in the form attached hereto as Exhibit J, subject only to changes acceptable to Owner. Developer's leasehold estate in the Premises shall include easements and rights which benefit the Premises, including any and all rights of ways or other access

easements necessary or required to access the Premises by foot and by vehicle sufficient for the Project, and such leasehold estate shall be subject to the following permitted exceptions to title:

1. Provisions of then-existing laws, rules and regulations including, without limitation, building, zoning and environmental laws;
 2. Any liens for municipal betterments assessed after the Date of Agreement;
 3. Rights in party walls that are not the subject of written agreement, if any;
 4. Easements, restrictions and reservations of record, if any;
 5. Reservation of rights and easements by Owner (collectively, the "**Reserved Easements**") as Owner may reasonably determine are necessary without materially and adversely affecting the use of the Premises in accordance with the Approval Documents. Upon the request of Developer or subsequent title holders, Developer and subsequent title holders shall retain the right to relocate any Reserved Easements from time to time on the Premises so long as the relocation does not result in any material negative impact on the benefited land or party;
 6. All other restrictions as set forth in this Agreement, including, without limitation, Developer's Surviving Covenants, as defined in Section 16 below; and
 7. Permitted Encumbrances, as defined herein.
- B. Developer shall be entitled to review and object to title matters only as follows:
1. Developer may, at Developer's expense, obtain an ALTA Title Insurance Commitment showing all matters affecting title to the Premises (the "**Title Commitment**"). Developer shall furnish to Owner a copy of the Title Commitment and any amendments to the Title Commitment promptly upon Developer's receipt of the same. Developer may also, at Developer's expense, employ a surveyor or surveying firm, licensed in Massachusetts, to prepare a survey of the Premises (the "**Survey**"). Developer shall furnish to Owner a copy of the Survey and any amendments to the Survey promptly upon Developer's receipt of the same;
 2. Developer may furnish to Owner a written statement specifically identifying any liens, encumbrances, encroachments or other objections to the title to the Premises identified by Developer ("**Developer's Title Notice**"). A copy of the Title Commitment and the Survey shall accompany Developer's Title Notice if the same have not been previously provided to Owner. Developer may not object to the matters set forth in Section 5(A)(1) through Section 5(A)(6). If Owner does not receive Developer's Title Notice on or before 5:00 p.m. on the day that is sixty (60) days following the Date of Agreement, then Developer shall be deemed to have waived Developer's right to object to matters of title or matters of survey that were of record or in existence on the Date of Agreement.

3. If objections appear on Developer's Title Notice, then Owner, within thirty (30) days following Owner's receipt of Developer's Title Notice, shall send written notice to Developer indicating which, if any, of the objections Owner has elected to eliminate prior to the Lease Commencement ("**Owner's Title Notice**"). Developer, within seven (7) days following Developer's receipt of Owner's Title Notice, shall either (i) elect to terminate this Agreement, in which case the Deposit shall be returned to Developer, or (ii) elect to accept a leasehold interest in the Premises subject to the title and survey matters Owner has elected not to remove. If Owner fails to send Owner's Title Notice within said thirty (30) day period, then Owner shall be deemed to have elected to remove none of the objections listed on Developer's Title Notice. If Developer fails to make Developer's election within said seven (7) day period, then Developer shall be deemed to have elected clause (ii) above. All title and survey matters that Developer agrees, or is obligated to lease subject to, as set forth in this Section 5(B), shall be referred to herein as "**Permitted Encumbrances**." All title and survey matters that Owner agrees to cure prior to the Lease Commencement shall be referred to herein as "**Owner's Title Curing Obligations**."
4. Developer shall have the right to object to any title matters or survey matters that first arise after the effective date of the Title Commitment or the Survey, as the case may be, in which case said matters shall be resolved in the manner set forth in this Section 5(B) and, if required, the Lease Commencement Date shall be extended to provide the parties with the time periods set forth above. Developer shall raise any new qualifying title or survey matters in a new Developer's Title Notice delivered to Owner within seven (7) days following Developer's discovery of the qualifying title or survey matters.
5. If Owner fails to cure any of Owner's Title Curing Obligations hereunder by the Lease Commencement Date, by written notice to Owner, Developer may elect between the following remedies, which shall be the exclusive remedies therefor:
 - (a) to waive any uncured Owner's Title Curing Obligations and lease the Premises subject thereto; or
 - (b) to terminate this Agreement, in which case the Deposit shall be returned to Developer.

Except as expressly provided above, nothing in this Agreement shall require Owner to make any efforts or to spend any monies to remove any title exception with respect to the Premises.

SECTION 6 PLANS

If Developer's financing sources require that the Ground Lease reference a recordable plan defining the Premises, Developer shall prepare and deliver such plan in form adequate for recording or registration prior to Lease Commencement, and the recording and registering of such plan shall be paid for by Developer.

SECTION 7 LEASE COMMENCEMENT

- A. The commencement (including the execution thereof by Developer and Owner) of the Ground Lease (the "*Lease Commencement*") shall occur on the day that is fourteen (14) days following the Financing Contingency Date (the "*Lease Commencement Date*").
- B. Upon Lease Commencement, this Agreement shall be recorded with the Middlesex North Registry of Deeds, prior to the Notice of Ground Lease, at Developer's expense, and that the Notice of Ground Lease shall reference that the lease of the Premises is made subject to the terms and conditions of this Agreement.

SECTION 8 EXTENSION TO CONFORM

- A. If Owner shall be unable to grant the leasehold estate or to deliver possession of the Premises, all as herein stipulated, then the Deposit shall be refunded to Developer and all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless Owner, without any obligation to do so, elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for such period of time as may be specified by Owner, but in no event more than ninety (90) days. The use of reasonable efforts by Owner shall not require the expenditure of any money whatsoever by Owner.
- B. If, at the expiration of the extended time, Owner shall have failed to remove said defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all the obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.
- C. Developer shall have the election, at either the original or any extended time for Lease Commencement, to accept such title to the leasehold estate as Owner can grant for the Premises in its condition at the time of Lease Commencement, in which case Owner shall grant such leasehold estate for the Premises in its condition at the time of Lease Commencement.

SECTION 9 LEASE COMMENCEMENT CONDITIONS

- A. One or before the Lease Commencement Date, and as a precondition of the Lease Commencement occurring, Developer shall deliver the following to Owner (the "*Lease Commencement Documents*"), all in form and substance reasonably satisfactory to Owner:
 - 1. A counterpart original of the Ground Lease executed by Developer;
 - 2. A counterpart original of the Notice of Ground Lease executed by Developer;

3. Developer's Proposal Update Affidavit, as more particularly described in Section 2(C)(2) and attached to this Agreement as Exhibit B;
 4. To the extent necessary, as determined by Owner, an updated executed original of the M.G.L c. 7 C, Section 38 Beneficial Interest Disclosure Statement, in the form attached to this Agreement as Exhibit H;
 5. Corporate, good standing, authority documents, encumbering certificate and votes for Developer and for Guarantor (if applicable);
 6. The due authority legal opinion described in Section 12(A) for Developer;
 7. The tri-party agreement described in Section 2(C)(6); and
 8. Such other documents as Owner deems reasonably necessary or appropriate that are customary and usual.
- B. At the Lease Commencement, Owner shall deliver the following documents to Developer:
1. A counterpart original of the Ground Lease executed by Owner;
 2. A counterpart original of the Notice of Ground Lease executed by Developer;
 3. Such other documents as Owner, Developer, Developer's lenders or Developer's title insurance company deems reasonably necessary or appropriate, which are customary and usual (it being understood and accepted by Developer, however, that Owner does not provide indemnities and has its own forms of affidavits that cannot be modified to satisfy any of the foregoing).
- C. As part of the Lease Commencement, Developer shall make a payment to Owner for real estate taxes for the remaining portion of the then-current fiscal year and next succeeding fiscal year as may be required by applicable law.
- E. Subject to Section 9(C) above, following lease of the Premises to Developer and until they are assessed to Developer, Developer shall be responsible for paying any real estate taxes to the Town of Dunstable Tax Collector's Office at the time or times such taxes are due in the amounts that would be payable as current taxes on the Premises (including the improvements, if any) for such tax year.
- E. Owner shall deliver possession of the Premises on the Lease Commencement Date, free of any persons in possession of the Premises.

SECTION 10 NO ADJUSTMENTS

- A. No adjustments shall be made at Lease Commencement for real estate taxes, if any, or other matters.
- B. Developer shall pay all costs incurred in connection with recording this Agreement, the Notice of Ground Lease and any other recordable documents required as part of Lease Commencement.

SECTION 11 ENVIRONMENTAL CONDITION

- A. Prior to the Lease Commencement Date, except as otherwise provided herein, Developer may terminate this Agreement if Developer discovers a Release (as defined herein), provided that such Release was not negligently caused by Developer or its agents, contractors or employees.
- B. Effective as of the time of Lease Commencement and to the extent allowed by applicable law, Developer for itself and for its present and future interest holders and beneficiaries, officers, partners, directors, and successors, and for their respective successors, heirs and assigns, including without limitation each present and future ground lessee, and tenant of all or any portion or interest in the Premises (collectively, the "**Releasing Parties**"), hereby remises, releases and forever discharges Owner and its heirs, successors, and assigns of each of them (collectively, the "**Released Parties**") of, to, and from all Claims (as defined herein) that the Releasing Parties, or any of them, to the extent such claims arise out of, are connected with, or in any way relate to any Hazardous Materials (as defined herein) that have (i) existed or exist on or at the Premises; (ii) been released from the Premises to any abutting property; or (iii) migrated onto the Premises from any abutting property, unless it is ascertained in a court of competent jurisdiction that the Owner or the Released Parties have caused the presence of the Hazardous Material following the Date of Agreement. Each Releasing Party also agrees that such Releasing Party will not institute any action, suit, or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Released Party in any action, suit, or proceeding which has been or could be brought by or against any of the Releasing Parties to the extent the same relates to or arises out of any Claim. Effective as of the date of Lease Commencement, Developer shall, at its sole cost and expense, defend, hold harmless and indemnify Owner and each of the other Released Parties from and against any and all Claims, including, without limitation, from and against all Claims and Costs (as defined herein) arising from any release of Hazardous Materials at or from the Premises prior to Developer's ownership of the Premises, during Developer's ownership of the Premises (or any portion thereof) (unless it is ascertained in a court of competent jurisdiction that the Owner or the Released Parties have caused the presence or release of the Hazardous Material following the Date of Agreement), or any party claiming by, through or under Developer, and from any failure of Developer to comply with all Legal Requirements (as defined herein) in connection with Developer's ownership, use or operation of the Premises.
- C. For the purposes of this Section 11, the following terms shall have the following meanings set forth below:

"Claims" means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross-claims, contributions claims, indemnity claims, executions, judgments, losses, penalties, obligations, and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection.

"Costs" shall include without limitation any and all fees, costs, disbursements and expenses (including but not limited to reasonable attorneys' and reasonable experts' fees, disbursements, and expenses) that may be imposed upon, incurred by, or asserted or awarded against the Released Parties in connection with any Claims.

"Hazardous Material" means and includes any and all material(s) or substance(s) defined or treated in any federal, state, or local law, statute, regulation, ordinance, order, by-law, code, or requirement, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended (and its implementing regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq., as amended (and its implementing regulations), the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E (and its implementing regulations), and the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C (and its implementing regulations), as posing potential risk to persons, property, public health, safety, or welfare or the environment or dangerous, toxic or hazardous, including without limitation any and all pollutants, contaminants, chemicals, wastes, lead paint, urea formaldehyde, polychlorinated biphenyls, asbestos, radioactive materials, explosives, carcinogens, oil, petroleum, petroleum products and any and all other wastes, materials, and substances that could lead to any liability, costs, damages, or penalties under any Legal Requirements.

"Legal Requirements" shall mean all past, present or future federal, state or local laws, rules, codes or regulations, or any judicial or administrative interpretation thereof, including, without limitation, all orders, decrees, judgments and rulings imposed through any public or private enforcement proceedings, relating to Hazardous Materials or the existence, use, discharge, release, containment, transportation or disposal thereof.

"Release" shall mean release as defined in Massachusetts General Laws Chapter 21E, as amended, EXCEPT that a release shall NOT include any asbestos or asbestos-containing materials on the Premises.

The covenants set forth in this Section 11 shall survive the Lease Commencement.

SECTION 12 DEVELOPER'S INTEREST

- A. Developer hereby represents and warrants, and will also deliver at the Lease Commencement, an opinion of its legal counsel that Developer is an entity duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, that Developer has the legal right, power and authority to enter into this Agreement and all Lease Commencement Documents and perform all of its obligations hereunder and thereunder, and that the individuals executing this Agreement and all Lease Commencement Documents have been duly authorized by all requisite actions of Developer to execute the same on behalf of, and to bind, Developer.
- B. Developer hereby agrees that, commencing on the Date of Agreement and continuing until the completion of construction of the Project in its entirety as demonstrated by the delivery of a Notice of Final Completion, no transfer (by sale, assignment, conveyance, lease or other transfer) of all or any part of Developer's rights under this Agreement or of Developer's interest in the Premises or the Project shall be made without the consent of Owner, which consent shall be in Owner's sole discretion, provided, however, Developer shall be entitled to admit equity partners into the ownership entity. A transfer in breach of the foregoing restrictions shall, at the option of Owner, be deemed to be a default and such transfer shall be void. In any event, and notwithstanding any such transfer, Developer shall continue to remain liable for the performance of all of the obligations of Developer hereunder.
- C. Notwithstanding anything to the contrary provided herein, Developer may, in order to obtain the financing necessary to acquire the leasehold estate in the Premises and construct the Project, use the leasehold estate in the Premises and Project as security for such financing, by way of a mortgage or other similar instrument. Neither the Premises nor any of the Project shall be used as security or collateral for any other purpose.
- D. Notwithstanding the foregoing, after the issuance of any Notice of Partial Completion, more fully described in Section 17 with respect to any residential unit, Developer may lease said residential unit under the applicable Notice of Partial Completion, provided that any such lease shall be subject to the surviving covenants, easements and use restrictions contained herein, in the Ground Lease, or related to the Project.
- E. After the completion of the Project and the issuance of a Notice of Final Completion, Developer may sell, assign, convey, lease or transfer its interests in the Premises and the Project, with Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, subject to the covenants, easements and use restrictions contained in this Agreement, in the Ground Lease or related to the Project, which survive the recording of such Notice of Final Completion, and in such event, Developer shall not continue to remain liable for the performance of all of the obligations of Developer hereunder.

SECTION 13 INFORMATION AND ACCESS

- A. At the reasonable request of Owner, Developer shall, from time to time, provide Owner with status reports with respect to the development of the Premises.

- B. Until delivery of a Notice Final of Completion, more fully described in Section 17 below, with respect to the entire Premises, Developer shall permit Owner and any of its contractors, agents, employees, consultants and designees to have access to the Premises at all reasonable times for any purpose relating to the redevelopment of the Premises, monitoring of Developer's compliance with the terms and conditions of this Agreement, and for any other public purpose, so long as same does not interfere with Developer's ability to complete its obligations as set forth in this Agreement and the Ground Lease.

SECTION 14 CONSULTATION AND COOPERATION

- A. Developer shall establish and maintain communication with officials of Owner with respect to the development of the Project.
- B. Upon request of Owner, Developer shall, from time to time, provide Owner with information evidencing Developer's activities with respect to the Project.

SECTION 15 DEFAULT; REMEDIES

- A. This Agreement is contingent upon the timely and full satisfaction by Developer of all of the terms and conditions set forth in this Agreement. The terms of this Agreement will not be extended, except by written agreement of the parties.
- B. If Developer shall fail to fulfill Developer's pre-Lease Commencement agreements contained in this Agreement or satisfy other Lease Commencement conditions and lease the Premises in accordance with this Agreement, as the case may be, and Developer has not terminated this Agreement by the Due Diligence Termination Date, Owner shall be entitled to terminate this Agreement upon written notice delivered to Developer. In such event, the Deposit paid by Developer to Owner hereunder shall be retained by Owner as liquidated damages and this Agreement shall terminate and be of no further force and effect and this shall be Owner's sole remedy in law or in equity, provided that Owner shall retain all of its remedies available at law and in equity relating to Developer's restoration and indemnity obligations.
- C. Owner reserves the right, in its sole discretion, to accept at any time "back-up" proposals (and enter into agreements, subject to the terms of this Agreement) or solicit further bids from other bidders who have submitted bids for the Premises, or from the public at large, all upon such terms as Owner, in its sole and absolute discretion, shall determine. Owner further reserves the right to re-advertise or to negotiate with another ground lessee if the selected Developer does not satisfy the conditions for the lease of the Premises specified by Owner.
- D. From and after the Lease Commencement Date, if Developer fails to perform Developer's obligations as set forth in this Agreement, Owner may give written notice to Developer of any such default, and Developer shall have a sixty (60) day period beginning on the date of receipt of Owner's notice to cure such default. If the nature of

the default is such that it cannot be cured within said time, then Developer shall commence to cure the default within said sixty (60) days and thereafter diligently and continuously prosecute such cure to completion (within a time period proposed by Developer and acceptable to Owner in Owner's sole discretion). If Developer fails to cure such default within the specified period, then Owner shall have the right to terminate this Agreement, all deposits paid by Developer shall be retained by Owner as liquidated damages and the parties shall have no further recourse hereunder, provided that Owner shall retain all of its remedies available at law and in equity relating to Developer's restoration and indemnity obligations, and provided further, if Developer has acted in bad faith, or if Developer breaches the provisions of Section 12(B) of this Agreement, subject to mortgagee's cure rights in Section 18 below, Owner shall have a reversionary interest to terminate Developer's leasehold estate in the Premises. If Developer disputes in good faith the factual or legal basis upon which Owner has determined that a Developer default exists, then Owner agrees to use good faith efforts for at least thirty (30) days to negotiate a resolution of the purported default before terminating Developer's leasehold estate in the Premises. All such rights and remedies shall be cumulative and may be exercised by Owner simultaneously or consecutively from time to time, at Owner's option.

- E. In the event Owner elects pursuant to the terms hereof to terminate this Agreement as a result of a default by Developer, all cure periods having passed, Owner, with thirty (30) days' notice to Developer, shall unilaterally have the right to record a certificate on which all third parties may rely without further inquiry, signed under the pains and penalties of perjury, stating that this Agreement has terminated.
- F. Any failure or delay by Owner to terminate this Agreement or exercise any other remedies shall not constitute a waiver by Owner of any of Owner's right and remedies at law or in equity.
- G. The provisions of this Section 15 shall survive the Lease Commencement.

SECTION 16 DEVELOPER'S SURVIVING COVENANTS

- A. Developer covenants and agrees to be bound by the following Construction Period Surviving Covenants and Perpetual Surviving Covenants (collectively, the "*Developer's Surviving Covenants*"), all of which are intended to operate as covenants binding all successors and assigns.
 - 1. Construction Period Surviving Covenants.
 - (a) Construction of renovations to structures and improvements on the Premises and other initial work for the Project shall commence in accordance with the timetable shown on Exhibit I attached hereto or at such earlier time as is necessary to prevent the expiration of the building and other permits for the Project, and the Project shall be diligently and continuously prosecuted to completion as required by this Agreement; provided, however, in the event that

Developer has pending before an approval granting agency, board or court, an application, appeal or pleading with respect to any major discretionary approval required for the Premises that is consistent with the plans and specifications for the Premises approved by Owner and, only if the lack of such approval prevents the commencement of construction, then the time period in which construction must commence shall be extended by Owner for such reasonable amount of time as is necessary to obtain such final, unappeasable major discretionary approval.

- (b) The Project shall comply with all applicable federal, state and local codes, laws and regulations as interpreted and enforced by the relevant regulating agency or agencies and all permits and approvals issued thereunder, and the requirements of the Project development.
- (c) No site preparation or construction shall be conducted in violation of any Activity and Use Limitations, if any, affecting the Premises.

2. Surviving Covenants.

- (a) The Premises and the Project shall be used solely for purposes approved by Owner, consistent with the Project Requirements, the Approval Documents, applicable zoning laws, rules, regulations and by-laws which purposes shall continue in perpetuity. The purposes for which the Premises and the Project shall be used may be changed, with the prior written consent of Owner, which consent shall not be unreasonably withheld, delayed or conditioned.
- (b) Not less than twenty-five percent (25%) of the residential units on the Premises shall be made available as affordable income housing as defined by, and in accordance with, the regulations of the Executive Office of Housing and Livable Communities ("*EOHLC*"). Such units shall be designated as "affordable" units by affordable housing restriction under a recorded covenant pursuant to a restriction or mechanism acceptable to Owner and *EOHLC*.
- (c) No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by Developer whereby the Premises or any of the Project thereon, are restricted by Developer upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, rental, lease, use, or occupancy thereof, and that Developer shall not discriminate upon the basis of race, sex, creed, color, age, disability or national origin, or any other basis prohibited by law, in the sale, lease or rental or in the use or occupancy of the Premises or any Project erected or to be erected thereon.

B. Any of Developer's Surviving Covenants set forth in this Section, except the covenant described in Section 16(A)(2)(c) above, may be waived, annulled, changed or modified by an amendment to this Agreement consented to by Owner, and, if executed after Lease Commencement, by the filing of an appropriate instrument with the Middlesex North Registry of Deeds.

- C. The Construction Period Surviving Covenants set forth in Section 16(A)(1) above shall survive Lease Commencement but shall terminate with respect to one or more portions of the Premises upon the recording by Developer of a Notice of Partial Completion delivered by Owner pursuant to Section 17(C) below, and with respect to the Premises in their entirety, upon the recording by Developer of a Notice of Final Completion delivered by Owner pursuant to Section 17(B) below. The Surviving Covenants set forth in Section 16(A)(2) above shall survive throughout the duration of the Ground Lease. All assignments or other instruments of conveyance of any interest in the Premises shall include (or incorporate by recorded reference) all of Developer's Surviving Covenants (to the extent the same are still in force and applicable) which shall run with the land, shall bind all of Developer's successors and assigns and anyone having an interest in the Premises during the period of time such parties hold an interest in the Premises and shall continue to be effective whether or not they are included in the Ground Lease.
- D. Developer covenants and agrees that Owner reserves the right to amend or modify the Reserved Easements and to create additional Reserved Easements, so long as same do not prohibit, interfere and materially affect Developer's use and development of the Premises.
- E. Developer's Surviving Covenants provided in this Section shall be binding upon Developer and its successors and assigns, and shall be enforceable by Owner, to the extent permitted by law.

SECTION 17 NOTICES OF COMPLETION

- A. The Project, or portions thereof, shall be deemed completed when built substantially in accordance with the Approval Documents and all applicable federal, state and local codes, laws and regulations and all permits and approvals issued thereunder or as otherwise approved by Owner except for (i) minor items of work and adjustments of equipment and fixtures, which can be completed after occupancy has been taken (i.e., so-called punchlist items); (ii) landscaping and other similar work, which cannot then be completed because of seasonal climatic conditions; and (iii) with respect to commercial tenant or licensee spaces, items of work normally left for completion pursuant to the requirements of specific leases or occupancy agreements.
- B. Promptly after completion of all of the Project, Developer shall furnish Owner with a copy of the final certificate of occupancy issued by the building inspector of the Town of Dunstable, together with a certificate from a registered architect duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit D and a certificate from a registered engineer duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit D. Provided that such certifications are in form and substance satisfactory to Owner, WITHOUT EXCEPTIONS TAKEN BY THE CERTIFIER, Owner shall provide to Developer, upon written request, within thirty (30)

days following its receipt of such certifications, a "*Notice of Final Completion*" which notice shall (i) be in the form attached to this Agreement as Exhibit E (and otherwise in recordable form); (ii) have a copy of the architect's or engineer's certificate upon which it is based; and (iii) state that it constitutes a conclusive determination of satisfaction and termination of the same with respect to the obligation to construct the Project on the Premises, subject to any exceptions, as provided in the preceding paragraph, which are set forth in the Notice; provided that Owner shall not be estopped from asserting any of its rights to the extent that Developer's architect's or engineer's certification is materially inaccurate, incomplete or untrue when provided. Developer acknowledges and agrees that Owner may, without any independent investigation or examination, rely on such certifications in issuing a Notice of Final Completion. Developer will indemnify and save harmless the Released Parties against any and all liability, loss, damages, expenses (including without limitation reasonable attorneys' fees), costs of action, suits, interest, fines, penalties, claims and judgments arising from or relating to Owner's reliance on such certifications in issuing a Notice Final of Completion.

- C. If at any time prior to the issuance of the Notice of Final Completion, Developer has completed construction of a portion of the Premises and is entitled to partial certificate of occupancy for a portion of the Premises, then Developer may deliver a copy of the partial certificate of occupancy issued by the building inspector of the Town of Dunstable, together with a certificate from a registered architect duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit F and a certificate from a registered engineer duly licensed under the laws of the Commonwealth of Massachusetts substantially in the form attached to this Agreement as Exhibit F. Provided that such certifications are in form and substance reasonably satisfactory to Owner, WITHOUT EXCEPTIONS TAKEN BY THE CERTIFIER, Owner shall provide to Developer, upon written request, within thirty (30) days following its receipt of such certifications, a notice in the form attached to this Agreement as Exhibit G and otherwise in recordable form ("*Notice of Partial Completion*"), provided that Owner shall not be estopped from asserting any of its rights to the extent that such architect's or engineer's certifications are materially inaccurate, incomplete or untrue when provided. Developer acknowledges and agrees that Owner may, without any independent investigation or examination, rely on such certifications in issuing a Notice of Partial Completion. Developer will indemnify and save harmless the Released Parties from and against any and all liability, loss, damages, expenses (including without limitation reasonable attorneys' fees), costs of action, suits, interest, fines, penalties, claims and judgments arising from or relating to Owner's reliance on such certifications in issuing a Notice of Partial Completion.
- D. If Owner shall fail to provide a Notice of Final Completion or a Notice of Partial Completion, as the case may be, in accordance with the provisions of this Section after a written request by Developer, Owner shall, within thirty (30) business days after receipt of a written request by Developer, provide Developer with a written statement, indicating in reasonable detail in what respects Developer has failed to complete the Project and what measures or acts will be necessary, in the opinion of Owner, for

Developer to take or perform in order to obtain a Notice of Final Completion or Notice of Partial Completion, as the case may be.

E The provisions of this Section 17 shall survive the Lease Commencement.

SECTION 18 RIGHTS AND DUTIES OF MORTGAGEES

- A. Whenever Owner shall deliver any written notice or demand to Developer with respect to a default by Developer in its obligations hereunder or under the Ground Lease, Owner shall at the same time deliver a copy of such written notice or demand to each holder of any mortgage on the leasehold estate in the Premises to which such default relates who files a written request for such notification with Owner in the manner specified in this Agreement at the address of such holder shown in such request. Each holder of any such mortgage shall have the right, at its option, within ninety (90) days from the expiration of any applicable default notice and grace period, if any, to cure or remedy such default to the extent that it relates to the Premises; provided, that if the default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require such holder, before taking possession, foreclosure or action in lieu thereof, whichever occurs first, to undertake or continue the construction or completion of the Project.
- B. If, prior to the completion of the Project to be constructed, a mortgagee takes possession of or acquires the leasehold estate in the Premises, through the operation of its mortgage, by foreclosure, or by voluntary conveyance in lieu of foreclosure, the mortgagee shall be bound by this Agreement and, except as otherwise provided herein, shall complete the construction of the Project in accordance with the terms hereof, in which event such mortgagee shall be entitled to a Notice of Partial Completion or Notice of Final Completion provided that the applicable conditions in Section 17 have been satisfied. Notwithstanding the foregoing or any other restriction in this Agreement, such mortgagee may, at its option, sell, assign or transfer the leasehold estate in the Premises to one or more purchasers, assignees or transferees, who shall expressly and directly assume in writing to Owner with respect to the interests in the Premises so conveyed, (i) all of the covenants, agreements, and obligations of Developer under this Agreement then in effect, including, without limitation, Developer's Surviving Covenants; and (ii) the obligation to complete construction of the Project in accordance with the Approval Documents.
- C. Each of Developer's successors as ground lessees of the Premises shall be obligated by the provisions of this Agreement (i) to construct or complete the Project to be constructed on the Premises; (ii) to devote the Premises to the uses permitted hereunder; (iii) to cure any defaults under this Agreement existing at the time it acquires title to or takes possession of the Premises, the Project or any portion thereof within the time period allowed as extended hereunder; and (iv) to develop, own and operate the Premises subject to, and in compliance with, the Approval Documents and the terms of this Agreement.

D. The provisions of this Section 18 shall survive the Lease Commencement. In the event that the potential holder of any mortgage on the Leasehold Estate requires additional covenants or agreements in order to provide financing for the Project, Owner agrees to modify this Agreement to reflect same, provided that no such changes shall increase the obligations, risks or liabilities of Owner, decrease the benefits afforded Owner, or decrease the obligations of Developer.

SECTION 19 NOTICES AND DEMANDS

Any notice, request, or other communication under this Agreement shall be in writing and shall be given by either party or their respective attorneys (i) by reputable express courier service (with receipt); (ii) by registered or certified mail; or (iii) by reputable overnight delivery service,

to Developer:

at the address specified in Section 1 of this Agreement with a copy to Developer's attorney, if notice information for Developer's attorney has been provided to Owner in writing.

to Owner:

at the address specified in Section 1 of this Agreement with a copy to Town Counsel for Owner pursuant to notice information provided to Developer.

or at such other address as the party to be notified may have designated hereafter by notice in writing to the other party. Any notice shall be effective when sent, provided that the sender has evidence of delivery, which may include written receipt, written evidence of attempted delivery or confirmation of receipt.

SECTION 20 REQUEST FOR PROPOSALS

Except as specifically set forth herein, all of the terms and conditions of the Request for Proposals for Long-Term Lease of Land for Rental Housing Development dated August 17, 2022 (the "*RFP*"), incorporated by reference into this Agreement, as if fully set forth herein, including, without limitation, the RFP, its appendices, exhibits, attachments and supplements in hard copy, facsimile, electronic or online, or available upon request or from other sources. Developer acknowledges and agrees, however, that the information provided by Owner is provided for convenience only and cannot be relied upon, without outside, independent investigation and verification. This information is subject to differing interpretation, analysis and conclusions and to errors, omissions and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled. Capitalized terms not otherwise defined herein shall have the same meaning as in the RFP. In the event of any inconsistency between the terms of RFP and this Agreement, the terms of this Agreement shall control.

SECTION 21 MISCELLANEOUS

- A. Owner shall, with reasonable promptness, but in any event within thirty (30) days after receipt of a written request therefor by Developer, any mortgagee, or lessee or purchaser of the Project or the Premises, which request has been made in connection with the Lease Commencement or financing of the Project or the Premises or any portion thereof, provide a certificate in writing that, to Owner's actual knowledge, this Agreement or any particular section hereof or exhibit hereto specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force and effect or has been modified, and whether or not Owner has actual knowledge of any default of Developer under this Agreement and, if so in what respects. In providing such certificate, Owner shall have the right to receive and rely upon a certificate from Developer as to Developer's compliance with this Agreement, and Owner's certification shall provide that Owner shall not be estopped from exercising its rights in the event that Developer's certification is materially incomplete, untrue or misleading.
- B. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and the remaining provisions shall continue in full force and effect.
- C. Except as to obligations to be performed at or prior to the Lease Commencement, the provisions of this Agreement shall survive the Lease Commencement, whether or not specified as surviving in the Agreement.
- D. Neither Developer nor Owner shall be considered in breach of its obligations with respect to the duties and obligations required to be performed by this Agreement in the event of delay in the performance of such obligations out of Developer's control due to acts of God, acts of the public enemy, court orders, casualties, fires, floods, epidemics, labor disputes, strikes, and unusual and severe weather conditions, unavailability of materials (provided that Developer had ordered such materials sufficiently in advance and uses best efforts to find alternatives and to adjust the work schedule around the lack of materials), the time for performance shall be extended for the period of delay from such cause or causes. In no event shall any financing difficulty of Developer or unavailability of mortgage financing be a cause for an as-of-right extension hereunder.
- E. Any caption on any section of this Agreement is inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.
- F. This Agreement is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, and may be cancelled, modified or amended only by written instrument executed by the parties hereto.
- G. Time is of the essence for this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them. If any date or period for performance by Developer or Owner under this

Agreement falls or expires on a Saturday, Sunday or legal holiday in the Town of Dunstable, said date or period shall be deemed to fall or expire on the first succeeding business day in the Town of Dunstable after said Saturday, Sunday or holiday.

- H. The Lease Commencement shall be deemed to be a full performance by Owner with respect to the Premises and shall discharge every agreement and obligation of Owner herein contained and expressed, except such as are, by the terms hereof, to survive the Lease Commencement.
- I. This Agreement and every provision herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, legal representatives and agents.
- J. The provisions of this Section 21 shall survive the Lease Commencement.

[Remainder of Page Left Intentionally Blank]

WITNESS the execution hereof under seal as of the day and year first above written.

OWNER:

TOWN OF DUNSTABLE, acting by and through its Board of Selectmen

By: 

Name:

Title:

Ronald J. Mikol, BOS Chairman

By: _____

Name:

Title:

By: _____

Name:

Title:

Town

DEVELOPER:

MCO COTTAGE RENTALS DUNSTABLE, LLC

By: 

Name:

Title:

MANAGER

Hereunto Duly Authorized

EXHIBIT A

LEGAL DESCRIPTION

The land in the Town of Dunstable, Commonwealth of Massachusetts, shown as Lot 1, Lot 2 and Parcel A on a plan entitled "Plan of Land, Location: Pleasant Street, Dunstable, MA." prepared by Howe Surveying Associates, Inc., dated February 1, 1999, and recorded with the Middlesex North District Registry of Deeds in Plan Book 199, Plan 108 (the "Plan"), together with an easement to pass and repass and for all purposes for which public ways are ordinarily used in the Town of Dunstable, over the area within Lot 3 denominated as "Access Easement" as shown on the Plan. For avoidance of doubt, expressly excluded from the foregoing land is the land shown on the Plan as Parcel B, containing 3,781 square feet.

EXHIBIT B

DEVELOPER'S PROPOSAL UPDATE AFFIDAVIT

As of: _____

REFERENCE is hereby made to the Land Development Agreement ("LDA"), dated _____, by and between the Town of Dunstable (the "Owner") and _____ (the "Developer").

All capitalized terms not otherwise defined herein shall have the same meanings as in the LDA.

1. The undersigned, as Developer under the LDA, hereby warrants and represents that:
 - A. except as disclosed on Schedule A attached hereto and made a part hereof, Developer's Proposal remains unchanged and are accurate and complete as of the date first-above written (if NONE, please indicate NONE on Schedule A);
 - B. for each of the modifications (the "*Submission Modifications*") included on Schedule A to Developer's Proposal, Developer has provided to Owner updates of all documents and information initially required, including, without limitation, to the Submission Requirements; and
 - C. information as required under the RFP shall be submitted for every development team member that has changed, including financing and ownership; design and construction; and operation of the Project.

2. Developer acknowledges and agrees that all Submission Modifications are subject to all of the terms and conditions of Section 2 of the LDA, including, without limitation:
 - A. information and documentation in form and substance reasonably satisfactory to Owner;
 - B. in compliance with the requirements set forth in the LDA;
 - C. subject to Developer making reasonable changes and adjustments as required by Owner;
 - D. review and verification by Owner of the modifications to the development team submissions, including, without limitation, requesting additional information from Developer and contacting references, as Owner deems necessary; and
 - E. deficiency notice issued by Owner, and Developer's ability to correct, or if, despite Developer's good faith efforts, not reasonably acceptable to Owner, then Owner may terminate this Agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED under seal as of the date first-above written.

DEVELOPER: _____

By: _____

Name: _____

Title: _____

Hereunto Duly Authorized

EXHIBIT C

PROJECT REQUIREMENTS

Without limiting any of the requirements set forth in this Agreement concerning Developer's development of the Premises, the Proposed Improvements shall include the following work, substantially as shown on the following preliminary site plan:

1. Construction of 44 rental housing units.
2. 25% of rental housing units shall be made available to applicants with incomes at or below 80% of the area median income, adjusted for household size, in conjunction with the DHCD's Local Initiative Program.
3. To the extent allowable by DHCD, 70% of rental housing units shall be subject to local preference.
4. Provision of a parking area for public usage to allow access to riverfront trails.
5. Construction and lease of a commercial building on Pleasant Street, provided that 20% of the net rent received from such lease shall be paid by Developer to Owner, as more particularly set forth in the Ground Lease.

EXHIBIT D

**ARCHITECT'S/ENGINEER'S CERTIFICATE
REGARDING NOTICE OF FINAL COMPLETION**

The Town of Dunstable
511 Main Street
Dunstable, MA 01827

RE: _____

Sir/Madam:

The undersigned acknowledges that the Town of Dunstable (the "*Owner*") will rely on the matters set forth herein in its issuance of a Notice of Final Completion with respect to certain construction performed by _____ ("*Developer*"). For good and valuable consideration, the undersigned hereby consents to such use and reliance upon this Certificate.

The undersigned hereby certifies that to the best of our knowledge and belief:

1. The Project has been constructed for the purposes for which they are intended in a good and workmanlike manner in substantial accordance with the Approval Documents and comply with all applicable federal, state and local laws, ordinances, by-laws, codes, rules, regulations and requirements of every nature and description relating to the construction and intended use thereof including without limitation the State Building Code of the Commonwealth of Massachusetts, and all permits and approvals issued thereunder.
2. The Project has been inspected and approved by all required public authorities including, without limitation,
3. Adequate and proper access and utilities are now available at the Premises in kind and quantity adequate to permit the use of the Premises and the Project for their intended purposes, including, without limitation, electricity, telephone, water, on-site sanitary sewer system, storm drain system and driveways.
4. The undersigned is a registered [architect/engineer] duly licensed under the laws of the Commonwealth of Massachusetts.
5. All defined terms not otherwise defined herein shall have the same meaning set forth in the Land Development Agreement dated _____ by and between Owner and Developer for the acquisition of the subject property, which Agreement (or notice thereof) has been recorded with the Middlesex North Registry of Deeds in Book _____, Page _____.

[SIGNATURE PAGE FOLLOWS]

Executed under seal as of _____, 20__.

[Architectural/Engineering Firm]

By: _____

Name:

Title:

EXHIBIT E

FORM OF NOTICE OF FINAL COMPLETION

Pursuant to that certain Land Development Agreement dated _____ (the "*Agreement*") by and between the Town of Dunstable (the "*Owner*") and _____, a _____ (the "*Developer*"), which Agreement (or notice thereof) is recorded with the Middlesex North Registry of Deeds in Book _____, Page _____, Owner hereby issues this Notice of Final Completion with respect to the Premises and the Project as described in the Agreement.

In issuing this Notice of Final Completion, Owner relies upon the certificate(s) attached hereto and recorded herewith.

By its issuance of this Notice of Final Completion, Owner hereby releases the Premises and the Project from the Construction Period Surviving Covenants set forth in Section 18(A)1 of the Agreement. This Final Notice constitutes a conclusive determination of satisfaction and termination of the same with respect to the obligation to construct the Project on the Premises, subject to the following exceptions, if any:

All remaining terms and conditions of the Agreement, including, without limitation, the provisions of Section 16(A)(2) and Section 17 of the Agreement, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 20__.

The Town of Dunstable

By: _____
Name
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__ before me, the undersigned notary public,
_____, as _____ of the Town of Dunstable, personally appeared, proved to
me through satisfactory evidence of identification, which was _____, to be the
person whose name is signed on the preceding or attached document, and acknowledged to me
that she signed it voluntarily for its stated purpose as the voluntary act of the Town of Dunstable.

Notary Public: _____
Print Name: _____
My commission expires: _____

EXHIBIT F

**ARCHITECT'S/ENGINEER'S CERTIFICATE
REGARDING NOTICE OF PARTIAL COMPLETION**

The Town of Dunstable
511 Main Street
Dunstable, MA 01827

RE: 160-164 Pleasant Street, Dunstable, Massachusetts

Ladies and Gentlemen:

The undersigned acknowledges that the Town of Dunstable ("*Owner*") will rely on the matters set forth herein in its issuance of a Notice of Partial Completion with respect to certain construction performed by _____ ("*Developer*"). For good and valuable consideration, the undersigned hereby consents to such use and reliance upon this Certificate.

The undersigned hereby certifies that:

1. _____ [insert building reference or references] of the Project (as defined in that certain Land Development Agreement dated _____ by and between Owner and Developer (the "*Agreement*"), has been constructed for the purposes for which it/they are intended in a good and workmanlike manner in substantial accordance with the Approval Documents (as defined in the Agreement) and comply with all applicable federal, state and local laws, ordinances, by-laws, codes, rules, regulations and requirements of every nature and description relating to the construction and intended use thereof including without limitation the State Building Code of the Commonwealth of Massachusetts, and all permits and approvals issued thereunder.
2. The portion(s) of the Project described in Item #1 has/have been inspected and approved by all required public authorities including, without limitation, _____
3. Adequate and proper access and utilities are now available for the portion(s) of the Premises (as defined in the Agreement) described in Item #1 in kind and quantity adequate to permit the use of said portion(s) for its/their intended use(s), including, without limitation, electricity, telephone, water, on-site sanitary sewer system, storm drain system and driveways.
4. The undersigned is a registered [architect/engineer] duly licensed under the laws of the Commonwealth of Massachusetts.

[SIGNATURE PAGE FOLLOWS]

Executed under seal as of _____, 20__.

[Architectural/Engineering Firm]

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF NOTICE OF PARTIAL COMPLETION

Pursuant to that certain Land Development Agreement dated _____ (the "*Agreement*") by and between the Town of Dunstable ("*Owner*") and _____, a _____ (the "*Developer*"), which Agreement (or notice thereof) is recorded with the Middlesex North Registry of Deeds in Book _____, Page _____, Owner hereby issues this Notice of Partial Completion with respect to the following portions of the Premises and the Project as described in the Agreement:

[insert lot or other references]

In issuing this Notice of Partial Completion, Owner relies upon the certificate(s) attached hereto and recorded herewith.

By its issuance of this Notice of Partial Completion, Owner hereby releases the portion of the Premises and the Project described above, but not other portion of the Premises or the Project, from the Construction Period Surviving Covenants set forth in Section 16(A)1 of the Agreement.

All remaining terms and conditions of the Agreement, including, without limitation, the provisions of Sections 18(A)1 and 2 and Section 16(C) of the Agreement, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 20__.

The Town of Dunstable

By: _____
Name
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20__ before me, the undersigned notary public,
_____, as _____ of the Town of Dunstable, personally appeared, proved to
me through satisfactory evidence of identification, which was _____, to be the
person whose name is signed on the preceding or attached document, and acknowledged to me
that she signed it voluntarily for its stated purpose as the voluntary act of the Town of Dunstable.

Notary Public: _____
Print Name: _____
My commission expires: _____

EXHIBIT H

DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)

INSTRUCTION SHEET

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

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

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

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

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

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

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

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by Owner or an official elected to public office in the Commonwealth of Massachusetts. Otherwise

list any parties disclosed in Section 6 that are employees of Owner or an official elected to public office.

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

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

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

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

The Town of Dunstable
511 Main Street
Dunstable, MA 01827

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

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

(1) **REAL PROPERTY:**

160-164 Pleasant Street, Dunstable, Massachusetts 01827

(2) **TYPE OF TRANSACTION, AGREEMENT, OR DOCUMENT:**

Development Agreement

(3) **PUBLIC AGENCY PARTICIPATING IN TRANSACTION:**

Type text here Town of Dunstable

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

Type text here MCO Cottage Rentals Dunstable, LLC, a limited liability company

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

Lessor/Landlord

Lessee/Tenant

Owner/Grantor

Developer/Grantee

Other (Please describe): _____

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

NAME

RESIDENCE

MARK O'HAGAN

35 FOX RUN ROAD, BOLTON, MA 01740

BRIAN WEILBRENNER

32 MASSAPOAG DRIVE, DUNSTABLE, MA 01827

- (7) None of the above- named persons is an employee of the Town of Dunstable or an official elected to public office in the Town of Dunstable, except as listed below (Check "NONE" if NONE):

NONE

NAME:

POSITION:

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arm's length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest

in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

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

MCO Cottage Rentals Dunstable, LLC

By: MARK O'HAGAN, Manager

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


AUTHORIZED SIGNATURE OF DISCLOSING PARTY
DATE: AUG 7, 2023

MARK O'HAGAN, MANAGER
PRINT NAME & TITLE OF AUTHORIZED SIGNER

EXHIBIT I

TIMETABLE – PHASES AND COMPONENT

1. Submit LIP Application for Dunstable Board of Selectmen Review and Approval – MCO to submit within 30 Days of execution of Land Development Agreement (LDA) with Town.
2. BOS Execution of LIP Application – est time 30 Days
3. MCO Submittal to DHCD of Executed LIP Application – MCO to submit within 14 Days
4. DHCD Review and Approval of LIP Application – est time 120 to 150 Days
5. MCO to Submit Application for Comprehensive Permit to Dunstable ZBA within 30 Days of DHCD Issuance of Site Approval
6. Issuance of Comprehensive Permit from ZBA – est time 120 to 180 Days
7. Secure Septic Permits and Order of Conditions for Approved Project – Within 60 Days of Issuance of Comprehensive Permit
8. MCO to File for DHCD Final Approval within 30 days of Issuance of Comprehensive Permit.
9. MCO would plan to initiate construction activities within 60 days of receiving Final Approval from DHCD, depending on the Time of year. (For example – MCO would likely not start construction in January if Final Approval was received in November or December. In that circumstance MCO would initiate construction as weather permits in the Spring.
10. From the Start of Construction, MCO estimates the time to substantially complete the project will be 14 months. Pending potential weather delays, supply chain issues and/or market conditions, the construction time frame could be extended to 24 months.
11. MCO intends to keep the Town informed of scheduling as MCO proceeds, advising the Town of any anticipated delays.

EXHIBIT J

FORM OF GROUND LEASE

[Begins on following page]

GROUND LEASE BY AND BETWEEN

THE TOWN OF DUNSTABLE, as Landlord

and

MCO COTTAGE RENTALS DUNSTABLE, LLC, as Tenant

GROUND LEASE

THIS GROUND LEASE (this “Lease”) is dated as of the ____ day of [____], 2023, and is entered into by and between Landlord and Tenant named below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 **DEFINITIONS AND EXHIBITS**

1.1 Definitions. Whenever used herein, the following terms shall have the following meanings:

- Landlord: Town of Dunstable, a Massachusetts municipal corporation.
- Address of Landlord: 511 Main Street
Dunstable, MA 01827
Attention: Town Administrator
- Tenant: MCO Cottage Rentals Dunstable, LLC, a Massachusetts limited liability company.
- Address of Tenant: 206 Ayer Road, Suite 5
Harvard, MA 01451
Attention: Mark O’Hagan
- Term Commencement Date: The date of this Lease.
- Lease Term: Ninety-nine (99) years, beginning on the Term Commencement Date and ending on the day prior to the ninety-ninth (99th) anniversary of the Term Commencement Date, unless the same is earlier terminated in accordance with the terms and conditions of this Lease.
- LDA: That certain Land Development Agreement for the Premises by and between Landlord, as owner, and Tenant, as developer, dated [____, 2023].
- Land: Certain real property, having an address of 160-164 Pleasant Street, Dunstable, Massachusetts. A legal description of the Land is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

- Premises:** The Land, together with any and all other structures and improvements located thereon, including but not limited to the Initial Improvements, as defined herein, and all rights, privileges easements, restrictions, encumbrances, and appurtenances thereto.
- Permitted Use:** Those uses permitted pursuant to the LDA, subject to full compliance with all applicable laws.
- Rent:** All monetary obligations of Tenant under this Lease. Provided however, Landlord acknowledges that other than 20% of the rent paid for the commercial space, as more particularly set forth herein, and the Impositions, there is no other rent due.
- Impositions:** All taxes including real estate taxes (which term shall include payments in lieu of real estate taxes), assessments, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which at any time during the Lease Term may be assessed, levied, confirmed, imposed upon, or may become due and payable out of or in respect of, or become a lien upon, the Premises (including all improvements thereto).
- Landlord's Mortgagee:** Any party that may, following the Term Commencement Date, hold a mortgage on the Premises or any portion thereof, given as security for indebtedness owed by Landlord to the holder of the mortgage.

1.2 Effect of Reference to Definitions. Any reference in this Lease to any of the terms defined above shall be deemed, to the extent possible, to mean and include all aspects of the definition set forth above for such term.

1.3 Exhibits. The exhibits listed in this Section and attached to this Lease are incorporated by reference and are a part of this Lease.

Exhibit A: Description of the Land

ARTICLE 2

LEASE OF PREMISES

Landlord hereby leases to Tenant the Premises for the Lease Term, subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease, together with all easements, rights or privileges necessary in connection with the use of the Premises for the Permitted Use.

ARTICLE 3

RENT

3.1 Impositions. Tenant shall pay or cause to be paid, as Rent, all Impositions before any fines, penalties, interest or costs may be added for non-payment, such payments to be made directly to the taxing authorities where feasible, and shall promptly, upon request, furnish to Landlord copies of official receipts or other reasonably satisfactory proof evidencing such payments. If any such Imposition may, at the option of the taxpayer, lawfully be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay such Imposition (and any accrued interest on the unpaid balance of such Imposition) in installments and, in such event, shall pay such installments during the Lease Term as such installments become due and before any fine, penalty or cost may be added thereto. If any refund shall be due from any taxing authority in respect of any Imposition paid by Tenant, such refund shall be paid over to or retained by Tenant if no Event of Default has occurred and is continuing. If an Event of Default has occurred and is continuing, any such refund shall be paid over to or retained by Landlord.

3.2 Lease to be Deemed Net. Tenant acknowledges and agrees that Landlord has no obligation to maintain, repair, replace, or insure the Premises under this Lease or to bear any other cost relating to the Premises during the Lease Term. This Lease shall be deemed and construed to be an absolutely triple net lease, and Tenant shall accordingly pay to Landlord, absolutely net, those amounts set forth in this Lease, free of any off-sets or deductions of any kind.

3.3 Independent Covenants. Each covenant, agreement, obligation and other provision in this Lease to be performed on Tenant's part shall be deemed and construed to be a separate and independent covenant of Tenant and not dependent on any other provision of this Lease.

3.4 Late Charge. Tenant agrees that if any monthly installment of Rent or any other sum is not paid when due, a late charge shall be imposed in an amount equal to five percent (5%) of the unpaid monthly installment(s) of Rent but this late charge shall not apply if Tenant's subtenant(s) have not actually paid their monthly rent to Tenant. The amount of the late charge to be paid by Tenant shall be reassessed and added to Tenant's obligation for each successive monthly period until paid. The provisions of this Section shall in no way relieve Tenant of the obligation to pay the monthly installment(s) of Rent or other payments on or before the date on which they are due, nor do the terms of this Section in any way affect Landlord's remedies pursuant to Article 9 in the event said monthly installment(s) of Rent or other payment is unpaid after date due.

ARTICLE 4 **SITE IMPROVEMENTS AND UTILITIES**

4.1 Site Improvements. Tenant shall, at its sole cost and expense, construct the improvements at the Premises pursuant to the terms and conditions of the LDA (the "Initial Improvements"). As required under the LDA, Tenant shall obtain a tri-party agreement among Landlord, Tenant, and Tenant's lender for site work included as part of the Initial Improvements, which tri-party agreement shall be in form and substance satisfactory to Landlord. Tenant shall be responsible, at its sole cost and expense, for maintaining, repairing, replacing, operating and insuring the Premises during the Lease Term, expressly including all Capital Items. As used herein, "Capital Items" shall mean the installation, repair, and replacement of all of the following: (a) the structural components of the buildings at the Premises, including footings, foundations, roofs, and structural walls, (b) the systems and system components serving the buildings at the Premises, including

sewer or septic facilities, water lines, and other utility systems, (c) the driveways, parking areas, drainage facilities, and any other improvements at the Premises.

4.2 Utilities. Following the Term Commencement Date, Tenant shall make arrangements with the appropriate utility or service companies for its own service for any utilities or services that are to serve the Premises, all of which shall be billed to Tenant directly or to any permitted subtenants, as applicable, and Tenant shall be responsible for all costs with respect to same, such payments to be made directly to the utility or service provider or to the appropriate party charged with collecting the same, the foregoing to include all charges for such utilities or services. Landlord shall be under no obligation to furnish any utilities or services to the Premises and shall not be liable for any interruption or failure in the supply of any such utilities or services to the Premises.

ARTICLE 5 **INSURANCE**

5.1 Required Coverage. Tenant covenants and agrees with Landlord that during the Lease Term the following insurance shall be obtained by Tenant and carried at Tenant's sole expense:

(a) Commercial general liability insurance insuring Tenant against liability for injury to persons and damage to property which may be claimed to have occurred upon the Premises and covering all Tenant's obligations under this Lease, with initial limits at least equal to \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such higher limits in any case as may reasonably be required in case of increase in risk or as may be customarily carried in the Commonwealth of Massachusetts by prudent ground tenants of similar property, as determined by Landlord in its reasonable discretion;

(b) All risk property insurance on a full replacement cost basis for the Premises and Tenant's business personal property (under a blanket policy along with the full replacement cost of all property owned and leased by Tenant) with limits, sub-limits and deductibles as are approved in writing by Landlord. Such insurance shall cover flood, environmental hazard, earthquake, loss or failure of building equipment and rental loss during the period of repairs or rebuilding, in each case with limits, sub-limits and deductibles as are customary for similar properties in the region, which Landlord shall determine in Landlord's sole and absolute discretion.

(c) Umbrella liability insurance for the total limit purchased by Tenant, but not less than a \$5,000,000 limit providing for excess coverage over all limits and coverages listed above;

(d) Business automobile liability insurance (occurrence coverage) for owned, non-owned, and hired automobiles with a minimum combined single limit of liability of \$1,000,000 each accident for bodily injury and property damage;

(e) Workmen's compensation insurance covering all Tenant's employees working at the Premises as required by applicable law and employers' liability insurance with limits of not less than \$500,000 per accident. Each contractor, subcontractor, and consultant

performing work on or relating to the Premises shall maintain the policies required under this paragraph with respect to their employees;

(f) If Tenant stores or generates Hazardous Materials as contemplated by Article 18, pollution liability insurance in an amount determined by Landlord, and naming Landlord as an additional named insured; and

(g) Such additional insurance as Landlord shall reasonably require, provided that such insurance is in an amount and of the type customarily carried in the Commonwealth of Massachusetts by prudent ground tenants of similar property. Throughout the Lease Term, Landlord may also, upon thirty (30) days' prior written notice to Tenant, increase the required limits of any insurance policies to amounts customarily carried in the Commonwealth of Massachusetts by prudent ground tenants of similar property.

5.2 Writing and Disposition of Insurance Policies. All insurance required under Section 5.1 above shall be written with companies reasonably satisfactory to Landlord and in forms customarily in use from time to time in the market area of the Premises. Tenant shall furnish Landlord with copies of said policies, and said policies, except for the workmen's compensation insurance, shall (i) name Landlord as additional insured on a primary and noncontributory basis, as its respective interests may appear, and (ii) provide that the coverage thereunder may not lapse or be cancelled without thirty (30) days' prior written notice to Landlord and Tenant.

5.3 Mutual Waiver of Subrogation. Landlord and Tenant each hereby releases the other, its officers, directors, employees and agents, from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by insurance that either party is required to maintain under this Lease, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. However, this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that any fire and extended coverage insurance policies and any commercial general liability insurance policies will include such a clause or endorsement as long as the same shall be obtainable without extra costs, or, if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other party and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

5.4 Blanket Policies. Nothing contained herein shall prevent Tenant from taking out insurance of the kind and in the amounts provided for herein under a blanket insurance policy or policies covering properties other than the Premises, provided however, that any such policy or policies of blanket insurance (a) shall specify therein, or Tenant shall furnish Landlord with the written statement from the insurers under such policy or policies specifying the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required herein, and (b) amounts so specified shall be sufficient to prevent any of the insureds from being a co-insurer within the terms of the applicable policy or policies, and provided further, however,

that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions herein.

ARTICLE 6

TENANT'S ADDITIONAL COVENANTS

Tenant covenants and agrees during the Lease Term and such further time as Tenant occupies the Premises or any part thereof:

6.1 Performing Obligations. To perform fully, faithfully and punctually all of the obligations of Tenant set forth in this Lease; and to pay when due Rent and all charges, rates and other sums which by the terms of this Lease are to be paid by Tenant.

6.2 Use. To use the Premises only for the Permitted Uses, and for no other purposes. Notwithstanding the foregoing, the specific purposes for which the commercial portion of the Premises shall be used may be changed, with the prior written consent of Landlord.

6.3 Maintenance, Repair and Replacement. At Tenant's expense, to keep the Premises, including, without limitation, all Initial Improvements and Capital Items, in good order, repair and condition, and to arrange for, or enter into contracts regarding the provision of such services as are necessary to do so including, without limitation, the removal of rubbish and the removal of unreasonable accumulations of snow and ice, and to keep the Premises and such installations in as good condition, order and repair as the same may be put in following the Term Commencement Date, reasonable wear and use and damage by fire or other casualty or eminent domain only excepted, it being understood that the foregoing exception for reasonable wear and use shall not relieve Tenant from the obligation to keep the Premises and such installations in good order, repair and condition including, without limitation, all necessary and ordinary repairs, replacements and the like.

6.4 Compliance with Laws. At Tenant's sole cost and expense, to comply promptly with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officials, foreseen and unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises or to Tenant's use, occupancy or presence in or at the Premises, including the Americans with Disabilities Act ("ADA") and all laws with respect to the handling, storage and disposal of hazardous materials (the "Legal Requirements"), as well as the requirements of any applicable fire insurance underwriter or rating bureau and the recommendations of Landlord's engineers and consultants that relate in any manner to such Legal Requirements, without regard to whether said Legal Requirements are now in effect or become effective after the Term Commencement Date, except that Tenant may defer compliance so long as the validity of any such Legal Requirement shall be contested by Tenant in good faith and by appropriate legal proceedings, and only under the following conditions:

(a) If by the terms of such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrance of any lien, charge or liability of any kind against the Premises or any portion thereof and without subjecting

Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability or fine, and Tenant (i) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; provided, however,

Tenant may only contest as aforesaid and delay as aforesaid if such contest or delay in compliance will not constitute a default by Landlord under any lease, mortgage or other agreement, will not affect the use of all or any portion of the Premises by Landlord, and will not affect the sale, leasing, or refinancing of all or any portion of the Premises.

6.5 Payment for Tenant's Work. To pay promptly when due the entire cost of any work at or on the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; promptly to clear the record of any notice of any such lien; to procure all necessary permits and before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work.

6.6 Indemnity. To save Landlord harmless and indemnified from, and to defend Landlord against, all injury, loss, claims or damage (including reasonable attorneys' fees) to any person or property while on the Premises unless arising from any omission, fault, negligence or other misconduct of Landlord, or its agents, servants, employees, or contractors; and to save Landlord harmless and indemnified from, and to defend Landlord against, all injury, loss, claims or damage (including reasonable attorneys' fees) to any person or property anywhere occasioned by any act, omission, neglect or default of Tenant or Tenant's agents, servants, employees, contractors, guests, invitees or licensees. This indemnity shall survive the expiration or earlier termination of the Lease Term.

6.7 Personal Property at Tenant's Risk. That all personal property, equipment, inventory and the like from time to time upon the Premises shall be at the sole risk of Tenant; and that Landlord shall not be liable for any damage that may be caused to such property or the Premises or to any person for any reason.

6.8 Payment of Cost of Enforcement. To pay on demand Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any default by Tenant under this Lease, provided that Landlord is successful in enforcing such obligation or has a right under this Lease to cure such default.

6.9 Yield Up. At the termination of the Lease Term, peaceably to yield up the Premises clean and in good order, repair and condition, and in conformance with all Legal Requirements. All Initial Improvements and any Alteration (defined below) in, on, or to the Premises made or installed by Tenant shall become a part of the realty and belong to Landlord without

compensation to Tenant upon the expiration or sooner termination of the Lease Term, at which time title shall pass to Landlord under this Lease as if by a bill of sale, unless Landlord elects otherwise with respect to any Alteration made or installed by Tenant and notifies Tenant that it shall have to remove such Alteration at the time it consents thereto (or, with respect to Alterations for which Landlord's consent is not required or is not obtained, at any time prior to the expiration of the Lease Term). Notwithstanding the foregoing, any and all trade equipment, trade fixtures, inventory and business equipment (collectively, the "Personal Property") shall remain Tenant's property and shall be removed by Tenant at the expiration or earlier termination of this Lease. Tenant shall remove, at Tenant's sole cost and expense, forthwith and with all due diligence (but in any event prior to the expiration or earlier termination of the Lease Term), any such Alterations which are required to be removed hereunder and all Personal Property, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. In the event Tenant fails so to remove any such Alterations or the Personal Property or fails to repair any such damage to the Premises, Landlord may do so and collect from Tenant the cost of such removal and repair in accordance with Section 6.8 hereof. If requested by Landlord, Tenant shall deliver to Landlord, prior to the termination of the Lease Term, at Tenant's sole cost and expense, a property condition report, prepared by an engineer or other professional approved by Landlord, assessing the condition of all improvements at the Premises. Tenant shall also deliver to Landlord, prior to the termination of the Lease Term, copies of all subleases for the Premises and any other documents, records, and information concerning such subleases as Landlord may request.

6.10 Rights of Mortgagees. To abide by the following provisions concerning the rights of Landlord's Mortgagees:

(i) This Lease shall be subordinate to any mortgage, deed of trust or similar encumbrance (collectively, a "Mortgage") from time to time granted by Landlord encumbering the Premises, unless Landlord's Mortgagee shall elect otherwise. If this Lease is subordinate to any Mortgage and Landlord's Mortgagee or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Mortgagee or other party, a "Successor"), at the election of the Successor, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than fifteen (15) days after Landlord's written request, Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as the Successor reasonably may request and which are reasonably acceptable to Tenant.

(ii) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property that includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises. In the event of any transfer of title to the Premises by Landlord, Landlord shall

thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder.

(iii) Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail to any mortgage holder whose address has been given to Tenant, and affording such mortgage holder a reasonable opportunity to perform Landlord's obligations hereunder. Notwithstanding any such attornment or subordination of a mortgage to this Lease, the holder of any mortgage shall not be liable for any acts of any previous landlord, shall not be obligated to install any tenant improvements, and shall not be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance.

6.11 Estoppel Certificates. From time to time, upon not less than fifteen (15) days' prior written request by Landlord, to execute and acknowledge and deliver to Landlord, a statement in writing certifying: (a) that this Lease is unamended (or, if there have been any amendments, stating the amendments); (b) that it is then in full force and effect; (c) the dates to which Rent and any other payments to Landlord have been paid; (d) any defenses, offsets and counterclaims that Tenant, at the time of the execution of said statement, believes that Tenant has with respect to Tenant's obligation to pay Rent and to perform any other obligations under this Lease or that there are none, if that be the fact; and (e) such other data as may reasonably be requested.

6.12 Nuisance. At all times during the Lease Term and such further time as Tenant occupies the Premises, not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise or odor; nor make any use of the Premises that is improper or contrary to any Legal Requirement or that will invalidate any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any hazardous material.

6.13 Changes and Alterations. To abide by the following provisions concerning changes and alterations to the Premises:

Except with respect to the Initial Improvement or as otherwise explicitly set forth herein, Tenant shall have no authority, without the express written consent of Landlord to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, except that Tenant shall have such authority, without the consent of Landlord, to make repairs to the Premises and do such things as are appropriate to comply with the obligations imposed on Tenant under other provisions of this Lease. Tenant shall not construct or permit any alterations, installations, additions or improvements (each an "Alteration" and collectively "Alterations") to the Premises without having first submitted to Landlord plans and specifications therefor for Landlord's approval, which approval shall not be unreasonably withheld or delayed provided that:

(i) if the Alteration involves an exterior sign or will otherwise be visible from the exterior of any buildings then the Alteration must be compatible with the architectural and aesthetic qualities of the Premises; and

(ii) the Alteration, when completed, will not adversely affect the value of the Premises, as determined by Landlord in its sole discretion; and

(iii) the Alteration will comply with the terms and conditions of the LDA; and

(iv) Tenant demonstrates to Landlord's satisfaction that the Alteration will be made in accordance with all Legal Requirements using good quality materials and good quality construction practices and will not result in any liens on the Premises; and

(v) as soon as such work is completed, Tenant will have prepared and provide Landlord with "as-built" plans (in form acceptable to Landlord) showing all such work; and

(vi) Tenant will comply with any rules or requirements reasonably promulgated by Landlord in connection with the doing of any work, and if requested by Landlord, Tenant will obtain and maintain Builder's Risk insurance in connection with such work; and

(vii) Tenant requires any contractor involved in the work to designate Landlord as additional insured on their policies of commercial general liability insurance.

Notwithstanding the foregoing, Tenant shall have the right to make minor Alterations from time to time in the Premises without obtaining Landlord's prior written consent therefor, provided that (a) all of such work conforms to all of the above requirements in all respects; (b) Tenant provides Landlord with a written description of such work (and such other data as Landlord may request) prior to commencing any such Alteration; and (c) the cost of such Alteration may not exceed \$100,000 and the aggregate cost of such Alterations within any twelve (12) month period may not exceed \$300,000.

ARTICLE 7 **PUBLIC ACCESS**

Tenant acknowledges that Tenant is required to provide public access to a parking area for public usage to allow access to riverfront trails as more particularly set forth in the LDA and agrees that any such public access shall not constitute a breach of any of Tenant's rights under this Lease.

ARTICLE 8 **DAMAGE AND EMINENT DOMAIN**

8.1 Fire and Other Casualty. In the event of any casualty damage to the Premises, Tenant shall proceed at its expense and with reasonable diligence to repair and restore the Premises to substantially the same condition they were in immediately prior to such casualty.

8.2 Eminent Domain. Except as expressly set forth herein, Landlord reserves for itself all rights to any damages or awards with respect to the Land and the leasehold estate hereby created by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority; but Tenant reserves for itself all rights to any

damages or awards with respect to the improvements on the Land, and by way of confirmation Tenant grants and assigns to Landlord all Tenant's rights to such damages so reserved for the Land, except as otherwise provided herein and Landlord grants and assigns to Tenant, all Landlord's right to such damages so reserved for the improvements. If all the Premises are taken by eminent domain, this Lease shall terminate when Tenant is required to vacate the Premises or such earlier date as Tenant is required to begin the payments of rent to the taking authority. If a partial taking by eminent domain results in so much of the Premises being taken as to render the Premises or a material portion thereof unsuitable for Tenant's continued use and occupancy, as determined by Landlord in its reasonable discretion, either Landlord or Tenant may elect to terminate this Lease as of the date when Tenant is required to vacate the portion of the Premises so taken, by written notice to the other given not more than sixty (60) days after the date on which Tenant or Landlord, as the case may be, receives notice of the taking. If a partial taking by eminent domain does not result in such portion of the Premises as aforesaid being taken, then this Lease shall not be terminated or otherwise affected by any exercise of the right of eminent domain. Whenever any portion of the Premises shall be taken by any exercise of the right of eminent domain, and if this Lease shall not be terminated in accordance with the provisions of this Section 8.2, Tenant shall, at its expense, proceeding with all reasonable dispatch, do such work as may be required to restore the Premises or what remains thereof as nearly as may be to the condition they were in immediately prior to such taking. A just proportion of the Rent payable hereunder, according to the nature and extent of the taking shall be abated from the time Tenant is required to vacate that portion of the Premises taken.

ARTICLE 9

DEFAULTS BY TENANT AND REMEDIES

9.1 Tenant's Default. Each of the following shall be an event of default ("Event of Default") hereunder: (A) if Tenant shall fail to pay any installment of Rent, and such failure shall continue for a period of fifteen (15) days following Landlord's notice of same to Tenant, provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable law, and provided further Landlord shall be obligated to give only two (2) such notices per any twelve (12) month period, with subsequent payment default to be an Event of Default if such failure to pay shall continue for a period of five (5) days from the date such payment is due (without any notice); (B) if Tenant or any guarantor or surety of Tenant's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) become the subject of any such proceeding which is not dismissed within sixty (60) days after its filing or entry; (C) if Tenant shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Tenant receives notice that any such lien or encumbrance is filed against the Premises; (D) if there is any lapse in or cancellation of the insurance policies required to be carried by Tenant under this Lease that is not cured within one business day of notice from Landlord to Tenant; (E) if Tenant shall fail to comply with any provision of this Lease, other than those specifically referred to hereinabove and, except as otherwise expressly provided therein, such default shall continue for more than sixty (60) days after Landlord shall have given Tenant written notice of such default, or such longer period if such default cannot be reasonably cured

within such sixty (60) day period, provided that Tenant diligently commences the cure within the sixty (60) day period and diligently prosecutes such cure to completion; and (F) if Tenant defaults under the LDA beyond any applicable cure period. Upon the occurrence of an Event of Default, defined as aforesaid, then in any such case, notwithstanding any waiver or other indulgence of any prior default, Landlord may terminate this Lease by written notice to Tenant sent at any time thereafter, but before Tenant has cured or removed the cause for such termination. Such termination shall take effect on the later of (i) the last day of the month in which Tenant receives the notice, or (ii) twenty-one (21) days after Tenant receives the notice, and shall be without prejudice to any remedy Landlord might otherwise have for any prior breach of covenant.

9.2 Landlord's Election. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter, at its election by written notice to Tenant: (i) terminate this Lease or Tenant's right of possession, but Tenant shall remain liable as hereinafter provided; and (ii) pursue any remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord terminates this Lease or terminates Tenant's right of possession, Landlord may recover from Tenant the sum of (i) all Rent accrued hereunder to the date of such termination, (ii) the costs set forth in Section 9.3 below,

9.3 Reimbursement of Landlord's Expenses. In the case of termination of this Lease or termination of Tenant's right of possession pursuant to Section 9.2, Tenant shall reimburse Landlord for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Tenant under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if Landlord is successful in its litigation), (ii) all customary and necessary expenses incurred by Landlord in attempting to relet the Premises or parts thereof (including advertisements, brokerage commissions, tenant's allowances, lease inducements, costs of preparing space, and the like), and (iii) all Landlord's other expenditures necessitated by the termination. The reimbursement from Tenant shall be due and payable within thirty (30) days following written notice from Landlord that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.

9.4 Termination of Right of Possession. Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate this Lease (even though it has terminated Tenant's right of possession), and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due. Any such payments due Landlord shall be made on the dates that Rent would otherwise come due under this Lease, and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such termination of possession only, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

9.5 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by

reason of the termination, an amount equal to the maximum allowed by the statute of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage that Landlord has suffered.

9.6 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to cure, at any time, any default by Tenant under this Lease after the applicable notice and cure period (if any) has expired. In curing such defaults, Landlord may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious injury to persons or property, Landlord may cure such default without notice. All costs and expenses incurred by Landlord in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest that Landlord may charge to Tenant without violating any applicable law from the day of payment by Landlord shall be paid by Tenant to Landlord on demand. Landlord may use the Security Deposit to effectuate any such cure.

9.7 No Waiver. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender or termination can be effected only by the written agreement of Landlord and Tenant. Tenant and Landlord further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Tenant under the provisions hereof. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies that Landlord may have against Tenant.

9.8 Default Interest. If any payment of Rent shall not be paid when due, Landlord may impose, at its election, interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (a) eighteen percent (18%) per annum, or (b) the highest lawful rate of interest that Landlord may charge to Tenant without violating any applicable law. Such interest shall constitute Rent payable hereunder. Notwithstanding the foregoing, no such interest shall be due or payable if Tenant does not receive the rent payment owed by Tenant's subtenant.

ARTICLE 10

ASSIGNMENT AND SUBLETTING

10.1 Prohibition. Tenant covenants and agrees that, except as expressly set forth herein, neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be

assigned, mortgaged, pledged, encumbered or otherwise transferred, and that the controlling ownership interest in the Tenant will not be changed, and that neither the Premises, nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or used or occupied, by anyone other than Tenant, or for any use or purpose other than as stated herein, without the prior written consent of Landlord in each and every case. Prior to the issuance of the Notice of Final Completion, as defined in the LDA, Landlord may withhold its consent for any reason not contrary to law. Prior to the issuance of the Notice of Final Completion, as defined in the LDA, Landlord shall not unreasonably withhold, condition, or delay its consent. Without limiting any of the foregoing, Tenant's request for Landlord's consent to subletting or assignment shall be submitted in writing no later than sixty (60) days in advance of the proposed effective date of such proposed assignment or sublease, which request shall be accompanied by the following information (the "Required Information"): (i) the name, current address and business of the proposed assignee or subtenant; (ii) the precise square footage and location of the portion of the Premises proposed to be so subleased or assigned; (iii) the effective date and term of the proposed assignment or subletting; and (iv) the rent and other consideration to be paid to Tenant by such proposed assignee or subtenant. Tenant also shall promptly supply Landlord with such financial statements and other information as Landlord may request, prepared in accordance with generally accepted accounting principles, not more than ninety (90) days old when delivered to Landlord, indicating the net worth, liquidity and credit worthiness of the proposed assignee or subtenant in order to permit Landlord to evaluate the proposed assignment or sublease. Tenant agrees to reimburse Landlord for reasonable legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting.

10.2 Conditions to Consent. Without limiting Landlord's discretion to withhold its consent under the preceding Section, Landlord may also condition its consent to any proposed assignment or sublease on the requirement that the assignee or subtenant shall promptly execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee or subtenant shall agree to be bound by and upon the covenants, agreements, terms, provisions and conditions set forth in this Lease other than the payment of Rent hereunder.

10.3 No Waiver; Liability. Except as expressly provided otherwise herein, if this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting. No assignment, subletting or use of the Premises shall affect the Permitted Use hereunder. Except as expressly provided herein, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of all sums payable hereunder and for compliance with all the obligations of Tenant hereunder. Notwithstanding the foregoing, in the event that Tenant requests, and Landlord consents in writing, to an assignment of this Lease, and the assignee assumes in writing the obligations of Tenant under this Lease in a form acceptable to Landlord, then the assignor shall not be liable for any obligations first arising following the effective date of such assignment.

10.4 Permitted Subleasing. Notwithstanding anything contained herein to the contrary, Tenant may, without Landlord's consent, sublease (a) the residential housing units at the Premises pursuant to the terms and conditions of the LDA and subject to compliance with all applicable laws, and Tenant shall have no obligation to provide Landlord with information regarding such subtenants, and (b) the commercial building at the Premises on Pleasant Street. With respect to the sublease of the commercial building set forth in clause (b) above, Tenant shall be required to furnish Landlord with a truthful and accurate copy of the sublease agreement and any subsequent modifications to the same and shall pay to Landlord as Rent twenty percent (20%) of the net rent or other consideration received by Tenant no later than (30) days following Tenant's receipt of such payments. As used in this Section 10.4, "net rent" shall mean all rent paid to Tenant less any amounts paid to Tenant as reimbursement for the costs incurred by Tenant for taxes, insurance, and operating expenses properly allocable to the leased portion of the commercial building at the Premises.

ARTICLE 11 **NOTICES**

All notices, consents, approvals, or other communication required by the provisions of this Lease to be given to Landlord or Tenant shall be in writing and given by registered or certified mail or by Federal Express or other recognized overnight courier, addressed to the address of the party set forth in Section 1.1 hereof or to such other address as the party shall have last designated by notice. The customary receipt shall be conclusive evidence of compliance with this Article 11. Notice shall be deemed given on the earlier of the date of actual receipt, or the third (3rd) business day following the date when deposited in the U.S. mail or on the first (1st) business day following the date when deposited with such courier, postage paid.

ARTICLE 12 **NOTICE OF LEASE**

Tenant agrees that it will not record this Lease. Landlord and Tenant shall execute, acknowledge, and deliver a recordable notice of this Lease. At Landlord's request, promptly upon expiration of or earlier termination of the Lease Term, Tenant shall execute and deliver to Landlord a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Tenant hereby appoints Landlord Tenant's attorney-in-fact, coupled with an interest, to execute any such document if Tenant fails to respond to Landlord's request to do so within fifteen (15) days. The obligations of Tenant under this Article 12 shall survive the expiration or any earlier termination of the Lease Term.

ARTICLE 13 **APPLICABLE LAW, SEVERABILITY, CONSTRUCTION**

This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and, if any provisions of this Lease shall to any extent be invalid, the remainder of this Lease, and the application of such provisions in other circumstances, shall not be affected thereby. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant.

ARTICLE 14
SUCCESSORS AND ASSIGNS, ETC.

14.1 Covenants Run With The Land. It is understood and agreed that the covenants and agreements of the parties hereto shall run with the land and that no covenant or agreement of Landlord, expressed or implied, shall be binding upon Landlord except in respect of any breach or breaches thereof committed during Landlord's seisin and ownership of the Premises. If Landlord acts as a Trustee or Trustees of a trust in making this Lease only the estate for which Landlord acts shall be bound hereby, neither any such Trustee executing this Lease as Landlord nor any shareholder or beneficiary of such trust shall be personally liable for any of the covenants or agreements of Landlord expressed herein or implied hereunder or otherwise because of anything arising from or connected with the use and occupation of the Premises by Tenant. Reference in this Lease to "Landlord" or to "Tenant" and all expressions referring thereto, shall mean the person or persons, natural or corporate, named herein as Landlord or as Tenant, as the case may be, and the heirs, executors, administrators, successors and assigns of such person or persons, and those claiming by, through or under them or any of them, unless repugnant to the context. If Tenant is a partnership or a firm of several persons, natural or corporate, the obligations of each person executing this Lease as Tenant shall be joint and several. Any person who signs this Lease for Tenant or for Landlord in a representative capacity personally warrants and represents that he or she is duly authorized to do so.

14.2 Limitation on Landlord's Liability. It is further understood and agreed that Tenant shall look solely to the estate and property of Landlord in the Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Landlord and any other obligations of Landlord created by or under this Lease, and no other property or assets of Landlord or Landlord's partners, beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

14.3 Limitation on Tenant's Liability. It is further understood and agreed that Landlord shall look solely to the estate and property of the entity named herein as Tenant for the satisfaction of Landlord's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Tenant in the event of any default or breach by Tenant with respect to any of the terms, covenants and conditions of this Lease to be observed or performed by Tenant and any other obligations of Tenant created by or under this Lease, and no other property or assets of Tenant's partners, beneficiaries, co-tenants, shareholders or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Landlord's remedies. The foregoing shall not limit Landlord's remedies expressly set forth herein, including but not limited to the provisions of the tri-party agreement required herein.

ARTICLE 15
LANDLORD'S ACCESS

Subject to compliance with applicable law, including but not limited to laws concerning the rights of residential tenants, Landlord and its authorized agents, employees, contractors and representatives shall have the right to enter the Premises at any time during emergencies (Landlord agrees to use reasonable efforts to notify Tenant of any such emergency) and at all reasonable times with prior notice for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease and the LDA; (b) to do any necessary maintenance and to make such repairs, alterations, improvements or additions in or to the Premises as Landlord has the right to perform, as Landlord may be required to do or make by law, or as Landlord may from time to time deem necessary or desirable; and (c) any other reasonable purpose.

ARTICLE 16

CONDITION OF PREMISES

Tenant accepts the Premises on the Term Commencement Date in its "AS-IS" condition, subject to all applicable laws, ordinances, regulations, covenants and restrictions, and Landlord shall have no obligation to perform or pay for any repair or other work therein. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. TENANT ACKNOWLEDGES THAT, EXCEPT AND UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN (1) IT HAS INSPECTED AND ACCEPTS THE PREMISES IN AN "AS IS, WHERE IS" CONDITION, (2) THE IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LEASED AND LANDLORD HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (3) THE PREMISES ARE IN GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES. Except as otherwise may expressly be provided herein, in no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was delivered.

ARTICLE 17

LEASEHOLD MORTGAGE PROVISIONS

17.1 Leasehold Mortgage. As used herein, the term "Leasehold Mortgage" shall mean any mortgage, deed of trust, deed to secure debt, assignment, security interest, pledge, financing statement or any other instrument(s) or agreement(s) intended to grant security for any obligation (including a purchase-money or other promissory note) encumbering Tenant's leasehold estate hereunder, as entered into, renewed, modified, consolidated, amended, restated, extended or assigned from time to time during the Lease Term. Notwithstanding anything contained in Article 10 or any other provision of this Lease to the contrary, Tenant's interest in this Lease and

the leasehold interest created hereby may at any time and from time to time be, directly or indirectly, subjected to one or more Leasehold Mortgages upon prior notice to Landlord, but without the consent of Landlord, and Tenant's interest in this Lease may at any time, directly or indirectly, be assigned to a Leasehold Mortgagee (as hereinafter defined) as collateral security; provided, that notwithstanding anything to the contrary contained in this Article 17 or elsewhere in this Lease: (i) no Leasehold Mortgage or any extension thereof shall be a lien or encumbrance upon the estate or interest of Landlord in and to the Premises (collectively, the "Superior Interests"); (ii) such Leasehold Mortgage shall be subject and subordinate at all times to such Superior Interests; and (iii) there shall be no obligation of Landlord whatsoever to subordinate its interest in any of the Superior Interests to any Leasehold Mortgage or to "join in" any Leasehold Mortgage. Notwithstanding the foregoing, Tenant may assign any or all subleases entered into by Tenant in accordance with Article 10 to a Leasehold Mortgagee as collateral security for the obligations of Tenant under such mortgage and, in such event, the interest of the Leasehold Mortgage in any such subleases and the rents and other income derived therefrom, shall be superior to such Superior Interests. No such Leasehold Mortgage shall be entitled to the benefits of this Article 17, unless and until a true copy of the original of each instrument creating and effecting such mortgage and written notice containing the name and post office address of the Leasehold Mortgagee thereunder shall have been delivered to Landlord. As used herein, the term "Leasehold Mortgagee" shall mean the holder of a Leasehold Mortgage.

17.02 Notice and Opportunity to Cure.

(a) If Tenant shall mortgage its interest in this Lease and the leasehold interest created hereby, Landlord shall give to each Leasehold Mortgagee whose name and address shall have theretofore been provided to Landlord a copy of each notice of default given to Tenant and each notice of termination of this Lease at the same time as, and whenever, any such notice of default or notice of termination shall thereafter be given by Landlord to Tenant, and no such notice of default or notice of termination by Landlord shall be deemed to have been duly given to Tenant unless and until a copy thereof shall have been so given to each such Leasehold Mortgagee. Each Leasehold Mortgagee shall (A) thereupon have a period of ten (10) business days more in the case of a default in the payment of Rent and thirty (30) days more in the case of any other default which is capable of being cured by the Leasehold Mortgagee, after notice of such default is given to such Leasehold Mortgagee, for curing the default, causing the same to be cured by Tenant or otherwise, or causing action to cure a default to be commenced, than is given Tenant after such notice is given to it, and (B) within such period and otherwise as herein provided, have the right to cure such default, cause the same to be cured by Tenant or otherwise or cause an action to cure a default to be commenced, and, subject to Section 17.03, Landlord shall not have the right to terminate this Lease or reenter the Premises under the provisions of Article 9, or to otherwise terminate this Lease or exercise any other rights or remedies under this Lease by reason of a default by Tenant, until the cure period has expired without a cure having been made; provided however that nothing contained herein shall be deemed to impose upon any Leasehold Mortgagee the obligation to perform any obligation of Tenant under this Lease or to remedy any default by Tenant hereunder. Landlord shall accept performance by a Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant. Notwithstanding anything to the contrary contained herein, no performance by or on behalf of a Leasehold Mortgagee shall cause

it to become a "mortgagee in possession" or otherwise cause it to be deemed to be in possession of the Premises or bound by or liable under this Lease.

(b) Notwithstanding the provisions of Section 17.02(a), Landlord shall not have the right to terminate this Lease or reenter the Premises under the provisions of Article 9, or to otherwise terminate this Lease, reenter the Premises or exercise any other rights or remedies under this Lease by reason of a default by Tenant, as long as:

(i) a Leasehold Mortgagee, in good faith, shall have commenced promptly to cure the default in question and prosecutes the same to completion with reasonable diligence and continuity, subject to Force Majeure, which for purposes of this Section 17.02(b) shall include causes beyond the control of such Leasehold Mortgagee instead of causes beyond the control of Tenant, or

(ii) if possession of the Premises is required in order to cure the default in question, a Leasehold Mortgagee, in good faith, (A) shall have entered into possession of the Premises with the permission of Tenant for such purpose or (B) shall have notified Landlord of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and within thirty (30) days of the giving of such notice commences such foreclosure proceedings, and thereafter prosecutes such proceedings with reasonable diligence and continuity (subject to Force Majeure) or receives an assignment of this Lease in lieu of foreclosure from Tenant, and, upon obtaining possession pursuant to clause (A) or clause (B) above, commences promptly to cure the default in question and prosecutes the same to completion with reasonable diligence and continuity (subject to Force Majeure), or

(iii) if the Leasehold Mortgagee is the holder of the Leasehold Mortgage in question by collateral assignment and the foreclosure of its collateral assignment is required in order to act under clause (i) or clause (ii) above, a Leasehold Mortgagee, in good faith, shall have notified Landlord of its intention to institute proceedings to foreclose such collateral assignment and within thirty (30) days of the giving of such notice commences such foreclosure proceedings, and thereafter prosecutes such proceedings with reasonable diligence and continuity (subject to Force Majeure) or receives a direct and absolute assignment from the assignor under the collateral assignment of its interest in such mortgage, in lieu of foreclosure, and upon the completion of such foreclosure or the obtaining of such assignment commences promptly to act under clause (i) or clause (ii) above, or

(iv) a Leasehold Mortgagee, in good faith, shall have proceeded pursuant to clause (ii) or clause (iii) above and during the period such Leasehold Mortgagee is proceeding pursuant to clause (ii) or clause (iii) above, such default is cured;

provided, that the Leasehold Mortgagee shall have delivered to Landlord its non-binding notice of intention to take the action described in clause (i), clause (ii) or clause (iii) above, and that during the period in which such action is being taken (and any foreclosure proceedings are pending), all of the other obligations of Tenant under this Lease, to the extent they are susceptible of being performed by the Leasehold Mortgagee, including the payment of Rent, are being duly performed within any applicable grace periods.

Notwithstanding the foregoing, at any time after the delivery of the aforementioned notice of intention, the Leasehold Mortgagee may notify Landlord, in writing, that it has relinquished possession of the Premises or that it will not institute foreclosure proceedings or, if such proceedings have been commenced, that it has discontinued them, and in such event, the Leasehold Mortgagee shall have no further right to so cure the default referred to in such notice pursuant to this Section 17.02(b) after the date it delivers such notice to Landlord and thereupon, Landlord shall give notice thereof to the next Leasehold Mortgagee entitled to such notice under Section 17.03(e). Unless such default has been cured or Tenant's time period to cure under Article 9 has not expired as of the date that is ten (10) days after the giving of such notice to such other Leasehold Mortgagee, Landlord shall thereafter have the unrestricted right, subject to and in accordance with all of the terms and provisions of this Lease, to terminate this Lease and to take any other action it deems appropriate by reason of any default by Tenant, and upon any such termination the provisions of Section 17.03 shall apply. For all purposes of this Lease, the term "foreclosure proceedings" shall include, in addition to proceedings to foreclose a mortgage, where applicable, any foreclosure or similar proceedings commenced by a collateral assignee thereof with respect to its collateral assignment.

(c) From and after the date upon which Landlord receives notice of any mortgage by Tenant of its interest in this Lease, Landlord and Tenant shall not modify or amend this Lease in any respect or cancel or terminate this Lease other than as provided herein without the prior written consent of the Leasehold Mortgagee(s) specified in such notice.

(d) Notwithstanding anything contained in Section 17.02(b) or elsewhere in this Lease to the contrary, any default of Tenant under any provision of this Lease which would not be susceptible of being cured by the Leasehold Mortgagee, even after completion of foreclosure proceedings or the Leasehold Mortgagee otherwise acquiring title to Tenant's interest in this Lease, shall be treated as if it were a default for which "possession of the Premises is required in order to cure" for purposes of clause (ii) of Section 17.02(b) and shall be automatically waived by Landlord upon the completion of the events described in clause (ii) or clause (iii) of Section 17.02(b), provided that during the pendency of such events all of the other obligations of Tenant under this Lease, to the extent they are susceptible of being performed by the Leasehold Mortgagee, including the payment of Rent, are being duly performed within any applicable grace periods. Notwithstanding anything in Section 17.02(b) to the contrary, no Leasehold Mortgagee shall have any obligation to cure any such default described above nor shall any Leasehold Mortgagee be required to agree in writing to cure such default in order to proceed under clause (ii) or clause (iii) of Section 17.02(b).

17.03. New Lease.

(a) In case of termination of this Lease or a reentry into the Premises under the provisions of Article 9 or otherwise, Landlord, subject to the provisions of Section 17.03(e), shall give prompt notice thereof to each Leasehold Mortgagee under a Leasehold Mortgage whose name and address shall have theretofore been given to Landlord, which notice shall be given as provided in Section 17.02(a). Landlord, on written request of such Leasehold Mortgagee made any time within fifteen (15) days after the giving of such notice by Landlord and at such

Leasehold Mortgagee's expense, shall execute and deliver within fifteen (15) days thereafter a new lease of the Premises to the Leasehold Mortgagee, or its nominee or designee, for the remainder of the Term, upon all the covenants, conditions, limitations and agreements herein contained; provided that the Leasehold Mortgagee or its nominee or designee shall (i) pay to Landlord, simultaneously with the delivery of such new lease, all unpaid Rent due under this Lease up to and including the date of the commencement of the term of such new lease and all expenses including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Lease and the preparation of the new lease, and (ii) deliver to Landlord a statement, in writing, acknowledging that Landlord, by entering into a new lease with the Leasehold Mortgagee or its nominee or designee, shall not have or be deemed to have waived any rights or remedies with respect to defaults existing under this Lease (other than those not susceptible of being cured in accordance with Section 17.02(d)), notwithstanding that any such defaults existed prior to the execution of the new lease, and that the breached obligations which gave rise to the defaults and which are so susceptible of being cured by Leasehold Mortgagee or its nominee or designee are also obligations under said new lease, but such statement shall be subject to the proviso that the applicable grace periods, if any, provided under the new lease for curing such obligations shall begin to run as of the first day of the term of said new lease.

(b) Any such new Lease and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority and protection as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence (or if such new lease cannot, as a matter of law, continue to maintain such priority and protection, Landlord shall not terminate this Lease on account of Tenant's default, and both Landlord and Tenant shall cooperate with the Leasehold Mortgagee (and/or its nominee or designee) to effectuate an assignment of this Lease by Tenant to the Leasehold Mortgagee (or its nominee or designee) such that the resulting lease between Landlord and the Leasehold Mortgagee (or such nominee or designee) will maintain such priority and protection). Concurrently with the execution and delivery of such new lease, Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to Landlord which Tenant would have been entitled to receive but for the termination of this Lease or Landlord's exercise of its rights under Article 9.

(c) Upon the execution and delivery of a new lease under this Section 17.03, all subleases of the Premises which have become direct leases between Landlord and the sublessee thereunder pursuant to Article 10 or pursuant to a Landlord's Non-Disturbance Agreement entered into by Landlord with such sublessee shall thereupon be assigned and transferred by Landlord to the tenant named in such new lease, and Landlord shall enter into Landlord's Non-Disturbance Agreements with respect to any such subleases that became a direct lease with Landlord pursuant to a pre-existing Landlord's Non-Disturbance Agreement. Between the date of termination of this Lease and the earlier of (i) the date of execution and delivery of the new lease and (ii) the date such Leasehold Mortgagee's option to request a new lease pursuant to this Section 17.03 expires if such Leasehold Mortgagee does not exercise such option, Landlord shall not enter into any new leases or subleases of the Premises, cancel or modify any then-existing subleases, or accept any cancellation, termination or surrender thereof without the prior written consent of the Leasehold Mortgagee.

(d) Notwithstanding anything contained in this Section 17.03 to the contrary, a Leasehold Mortgagee shall have no obligation to cure any default by Tenant under any provision of this Lease which is not susceptible of being cured.

(e) If there is more than one Leasehold Mortgage, Landlord shall recognize the Leasehold Mortgagee whose mortgage is senior in lien (or any other Leasehold Mortgagee designated by the Leasehold Mortgagee whose mortgage is senior in lien) as the Leasehold Mortgagee entitled to the rights afforded by Section 17.02 and this Section 17.03 for so long as such Leasehold Mortgagee shall be exercising its rights under this Lease with respect thereto with reasonable diligence, subject to Force Majeure, and thereafter Landlord shall give notice that such Leasehold Mortgagee has failed or ceased to so exercise its rights to the Leasehold Mortgagee whose mortgage is next most senior in lien (and so on with respect to each succeeding Leasehold Mortgagee that is given such notice and either fails or ceases to so exercise its rights), and then only such Leasehold Mortgagee whose mortgage is next most senior in lien shall be recognized by Landlord, unless such Leasehold Mortgagee has designated a Leasehold Mortgagee whose mortgage is junior in lien to exercise such right. If the parties shall not agree on which Leasehold Mortgage is prior in lien, such dispute shall be determined by a then current certificate of title issued by a title insurance company licensed to do business in the Commonwealth of Massachusetts chosen by Landlord, and such determination shall bind the parties.

(f) Notwithstanding anything to the contrary contained herein, Landlord shall not commence an action for, nor require Tenant to pay damages calculated in accordance with the provisions of Article 9 prior to the date upon which the rights of any Leasehold Mortgagee to cure Tenant's default and to request and receive a new lease have expired.

17.04. Other Provisions.

(a) Notwithstanding anything to the contrary herein, any foreclosure under any Leasehold Mortgage, or any exercise of rights or remedies under or pursuant to any Leasehold Mortgage, including the appointment of a receiver, shall not be deemed to violate this Lease or, in and of itself, entitle Landlord to exercise any rights or remedies. Notwithstanding any other provision of this Lease to the contrary, this Lease may be assigned (i) by Tenant to a Leasehold Mortgagee (or its nominee or designee) at any time that Tenant is in default under this Lease or under such Leasehold Mortgage and (ii) by a Leasehold Mortgagee (or its nominee or designee) at a foreclosure sale or by an assignment in lieu thereof, in either case without the consent of Landlord, and the provisions of Article 10 shall be inapplicable to any such assignment.

(b) In the event of any lawsuit, arbitration, appraisal or other dispute resolution proceeding, or any proceeding relating to the determination of rent or any component thereof, between Landlord and Tenant, (i) Landlord shall notify each Leasehold Mortgagee of whom Landlord shall have been given notice of the commencement thereof, which notice shall enclose copies of all notices, papers, and other documents related to such proceeding to the extent given or received by Landlord, and (ii) except to the extent provided otherwise in the Leasehold Mortgage, each Leasehold Mortgagee shall be entitled to participate in such proceeding. Such

participation may, to the extent so desired by the Leasehold Mortgagee, include (x) receiving copies of all notices, demands, and other written communications and documents at the same time they are served upon or delivered to Tenant, (y) filing any papers contemplated or permitted by such proceedings, and (z) attending and participating in all hearings, meetings, and other sessions or proceedings relating to such dispute resolution.

(c) Any assignment of subleases and/or the rents thereunder (i.e., an assignment of rents and leases) given to a Leasehold Mortgagee and/or any security interest in equipment or any other personal property given to a Leasehold Mortgagee shall, for all purposes of this Lease be deemed to be "collateral to" a mortgage and made "in connection with" a mortgage, notwithstanding that such assignment or security interest secures an obligation to the Leasehold Mortgagee that is different from, or in addition to, that secured by the mortgage held by such Leasehold Mortgagee.

(d) Tenant's making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease, nor shall any Leasehold Mortgagee, as such, or in the exercise of its rights under this Lease, be deemed to be an assignee or transferee of this Lease so as to require such Leasehold Mortgagee, as such, to assume or otherwise be obligated to perform any of Tenant's obligations hereunder except when, and then only for so long as, such Leasehold Mortgagee has acquired ownership and possession of Tenant's leasehold estate pursuant to a foreclosure or other exercise of rights or remedies under its Leasehold Mortgage or assignment in lieu of foreclosure (as distinct from its rights under this Lease to cure defaults of Tenant hereunder). Notwithstanding anything to the contrary contained in this Lease, no Leasehold Mortgagee, or any person acting for or on behalf of a Leasehold Mortgagee, or any person acquiring Tenant's leasehold estate pursuant to any foreclosure or other exercise of a Leasehold Mortgagee's rights under its Leasehold Mortgage or assignment in lieu of foreclosure, shall have any liability under or with respect to this Lease or a new lease except during such period as such person is Tenant under this Lease or a new lease. Notwithstanding anything to the contrary herein, such person's liability shall not in any event extend beyond its interest in this Lease or a new lease and shall terminate upon such person's assignment or abandonment of this Lease or the new lease.

(e) No Leasehold Mortgage shall affect or reduce any rights or obligations of either party under this Lease. All such rights and obligations shall continue in full force and effect notwithstanding any Leasehold Mortgage.

(f) There shall be no limitation whatsoever on the amount or nature of any obligation secured by a Leasehold Mortgage, the purpose for which the proceeds of any such financing may be applied, the nature or character of any Leasehold Mortgage, the subsequent assignment, transfer or hypothecation of any Leasehold Mortgage, or the creation of participation or syndication interests with respect to any Leasehold Mortgage.

(g) Landlord shall, at Tenant's request and expense, acknowledge receipt of the name and address of any Leasehold Mortgagee (or proposed Leasehold Mortgagee) and confirm to such party that such party is or would be, upon closing of its loan, a Leasehold Mortgagee with all rights of a Leasehold Mortgagee under this Lease, which acknowledgment shall, if requested,

be in recordable form.

(h) Upon request by Tenant or by any existing or prospective Leasehold Mortgagee, Landlord shall deliver to the requesting party, at such requesting party's cost and expense, such documents and agreements as the requesting party shall reasonably request to further effectuate the intentions of the parties with respect to Leasehold Mortgages as set forth in this Lease, including a separate written instrument in recordable form signed and acknowledged by Landlord setting forth and confirming, directly for the benefit of specified Leasehold Mortgagee(s), any or all rights of Leasehold Mortgagees.

(i) If a Leasehold Mortgagee's Leasehold Mortgage expressly limits such Leasehold Mortgagee's exercise of any rights and protections provided for in this Lease, then as between Tenant and such Leasehold Mortgagee the terms of such Leasehold Mortgage shall govern. A Leasehold Mortgagee may, by notice to Landlord, temporarily or permanently waive any specified rights of a Leasehold Mortgagee under this Lease, and any such waiver shall be effective in accordance with its terms, but any such waiver shall not bind any subsequent Leasehold Mortgagee under a subsequent Leasehold Mortgage. Tenant's default as mortgagor under a Leasehold Mortgage shall not constitute a default under this Lease except to the extent that Tenant's actions or failure to act in and of itself constitutes a breach of its obligations under this Lease.

ARTICLE 18

HAZARDOUS MATERIALS

18.1 Compliance. Tenant shall comply in all respects with all federal, state and local Environmental Laws.

18.2 Release, Storage, Use, or Generation of Hazardous Materials.

(a) Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release or threat of release of Hazardous Materials (as said term is hereafter defined) on, in, upon or under the Premises. Tenant shall give to Landlord immediate (no later than 24 hours) written notice of Tenant's release, or discovery of the release or presence of any Hazardous Material in, on, under or migrating onto or from the Premises. In the event of a release of Hazardous Material during the Lease Term (other than allowed by Environmental Law), Tenant shall (a) report such release to any governmental authority, and (b) immediately remove and remediate such release, all as required by Environmental Law. Tenant shall promptly provide Landlord with any reports or other documentation related to its response to any such release.

(b) Tenant shall not allow the generation, storage, use or disposal of such Hazardous Materials in any manner not sanctioned by Environmental Law or by the highest standards prevailing in the industry for the generation, storage, use and disposal of such Hazardous Materials, nor allow to be brought into the Premises any such Hazardous Materials except for use in the ordinary course of Tenant's business.

(c) Tenant shall provide written notice to Landlord of the identity of any Hazardous Materials it generates, stores, uses or disposes of at the Premises, and on an annual basis, shall provide to Landlord an inventory of the amounts of any Hazardous Material stored and any wastes, whether or not Hazardous Material, generated. In addition, Tenant shall execute affidavits, representations and the like at Landlord's request, concerning the presence of Hazardous Materials in the Premises or any portion thereof, including and other information reasonably requested by Landlord.

(d) If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials at the Premises, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges but only if such requirement applies to the Premises or may be the result of the acts or omissions of Tenant or any person acting under Tenant. Landlord expressly reserves the right to enter the Premises to perform regular inspections.

(e) Hazardous Materials shall include, without limitation, any material or substance that is (i) petroleum or petroleum product, (ii) asbestos-containing material, (iii) designated or defined as "oil" or a "hazardous waste", a "hazardous substance", a "hazardous material" or a "toxic material" under any Environmental Law. "Environmental Laws" means, collectively, all applicable federal, state and local laws (including common law), statutes, codes, ordinances, by-laws, regulations, rules, directives, Permits, judgments, orders, judicial or administrative decrees, and covenants and similar restrictions, governing safety, public health and protection of the environment, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, as amended ("CERCLA"); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 *et seq.* ("RCRA"); the Clean Water Act, 33 U.S.C. 1251 *et seq.*; the Clean Air Act, 42 U.S.C. 7401 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. 300f through 300j; state or commonwealth equivalents of the foregoing federal statutes; and applicable state, county and municipal or local laws or requirements.

18.3 Permits. Tenant shall obtain any and all Permits necessary for the operation of its Business at the Premises, including those required by applicable Environmental Law. "Permits" shall mean any approvals, permits, licenses, registrations or other authorizations from Government Authorities.

18.4 Notices; Communication with Governmental Authorities. Tenant shall promptly provide Landlord with copies of any notices received by any federal, state or local governmental authority or another third party alleging a violation of or requesting information pursuant to of Environmental Laws, as related to or with respect to the Premises. Tenant shall simultaneously provide Landlord with copies of any communications from Tenant or anyone acting on behalf of Tenant to any governmental authority arising under or related to Environmental Laws.

18.5 Removal of Hazardous Materials. Upon the expiration or earlier termination of this Lease, Tenant agrees to promptly remove, to the extent required by applicable Environmental Laws, from the Premises, at its sole cost and expense, any and all Hazardous Materials, including, without limitation, any equipment or systems containing Hazardous Materials that are installed, brought

upon, stored, used, generated or released upon, in, under or about the Premises by Tenant or any Tenant Parties from or after the Term Commencement Date. Without limiting the generality of the preceding sentence, Tenant agrees to close in accordance with applicable law any hazardous waste storage area, and provide to Landlord prior to the end of the Lease Term a copy of the report prepared by an environmental consultant documenting such closure.

18.6 Indemnity. In all events, Tenant shall indemnify and save Landlord harmless from any release or threat of release or the presence or existence of any Hazardous Materials in or on the Premises, excepting only Hazardous Materials first introduced to the Premises following the later of the expiration of the Lease Term and Tenant's occupancy of the Premises.

18.7 Survival. The within covenants and indemnity shall survive the expiration or earlier termination of the Lease Term.

ARTICLE 19 **FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder other than the payment of any Rent by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, weather, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control ("Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not be construed to excuse Tenant from making any payments due hereunder in a timely manner as set forth in this Lease or from performing any covenant or obligation imposed under this Lease by reason of the financial inability of Tenant.

ARTICLE 20 **SIGNAGE**

Tenant shall be permitted to erect signage at the Premises, at Tenant's sole cost and expense, subject to compliance with the LDA and with applicable laws. Tenant shall be required to repair, replace and restore its signage at its sole cost and expense. Tenant shall also be required to pay for any and all utilities consumed by such signage. At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove or leave in place the various signs at the Premises as Landlord shall direct.

ARTICLE 21 **SECURITY DEPOSIT**

Upon the execution and delivery of this Lease, Tenant shall deliver to Landlord a security deposit in the amount of five thousand and 00/100 Dollars (\$5,000.00) (the "Security Deposit"). Landlord acknowledges that the Five Thousand and 00/100 Dollars (\$5,000.00) paid as a deposit under the LDA shall be utilized for use as the Security Deposit and Tenant shall have no obligation to pay any additional Security Deposit. Except as provided for in this Article 21,

Landlord shall hold the same throughout the Lease Term as security for the performance by Tenant of all obligations on the part of Tenant hereunder. Landlord shall have the right from time to time, without prejudice to any other remedy Landlord may have on account thereof, to apply such Security Deposit, or any part thereof, to Landlord's damages arising from, or to cure, any default by Tenant of its obligations hereunder beyond the expiration of any applicable grace periods. If Landlord shall so apply any or all of such Security Deposit, Tenant shall immediately upon demand deposit with Landlord the amount so applied to be held as security hereunder. Landlord shall return the Security Deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Article 21, to Tenant on the expiration or earlier termination of the Lease Term and the surrender of possession of the Premises by Tenant to Landlord at such time, provided that there is then existing no default of Tenant beyond any applicable notice or cure period (nor any circumstance which, with the passage of time or the giving of notice, or both, would constitute a default of Tenant). While Landlord holds such Security Deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the Security Deposit, or any part thereof not previously applied, shall be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the Security Deposit in accordance with the terms of this Article 21 and the return thereof in accordance herewith.

ARTICLE 22 **MISCELLANEOUS**

22.1 No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

22.2 No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless and until it has signed a copy of this lease and delivered it to Landlord, and Landlord has signed a copy of this Lease and delivered it to Tenant.

22.3 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

22.4 Waiver of Jury Trial. To the maximum extent permitted by law, Landlord and Tenant each waive right to trial by jury in any litigation arising out of or with respect to this Lease.

22.5 Time of Essence. Time is of the essence of this Lease and each and every one of its provisions.

22.6 Joint and Several Liability. If Tenant is a general partnership or a joint venture (whether or not acting pursuant to a partnership or joint venture agreement), then each such general partner or joint venturer shall be jointly and severally liable for Tenant's obligations under this Lease.

22.9 Corporate Approval. If Landlord requests, then concurrently with its execution of this Lease, Tenant shall provide Landlord with duly authorized and executed corporate resolutions (or other evidence of authority in form and substance reasonably satisfactory to Landlord's counsel) authorizing the entering into and consummation of the transactions contemplated by this Lease and designating the corporate or other officer or officers to execute this Lease on behalf of Tenant. In any event, Tenant hereby represents and warrants to Landlord that the person(s) signing this Lease on behalf of Tenant are duly authorized to do so.

22.10 No Brokers. Tenant warrants and represents that it has had no dealings with any broker or agent in connection with this Lease and covenants to defend, with counsel approved by Landlord, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to Tenant's dealings in connection with this Lease or the negotiations hereof.

22.11 Rules of Construction. The terms "include," "including" and "such as" shall be construed as if followed by the phrase "without being limited to." The words "herein," "hereof," "hereby," "hereunder" and words of similar import shall be construed to refer to this Lease as a whole and not to any particular Article or Section unless expressly so stated. Neither the expiration or sooner termination of this Lease shall be asserted as a defense against Landlord's enforcement of those Tenant obligations that by their nature are performable after, or might be enforced by Landlord after, the expiration of this Lease, and in all such circumstances this Lease shall be deemed to have inserted the words "such provision shall survive the expiration or sooner termination of this Lease," whether such words in fact appear or not. This Lease has been negotiated by both parties, each of whom is a sophisticated business entity, and shall be construed as the product of both of them equally. The use of the singular shall include the plural and vice versa, as appropriate in the circumstances. The term "repair" and "maintenance" shall include restoration, rebuilding and replacement as may be necessary to achieve and maintain good working order and condition. All rights of Tenant under this Lease, other than the right to use the Premises (unless Landlord elects to exercise its rights under Article 9 hereof to re-take possession of the Premises following an Event of Default), are conditioned upon Tenant not being in an Event of Default, and accordingly all such rights (other than such use of the Premises) shall be deemed modified by the words "so long as Tenant is not in an Event of Default hereunder", regardless of whether such words in fact appear or not. If at any time there is a guarantor of this Lease then no right otherwise given to Tenant (or any party associated with Tenant) may be exercised if exercise of such right would compromise, in any manner, the continuing full force and effect of such guaranty in accordance with all of its terms and provisions, and this requirement shall be deemed inserted with respect to each and every such right otherwise granted to Tenant (or any party associated with Tenant) in this Lease, whether or not in fact so stated.

22.12 Survival. All obligations of the Tenant that shall have accrued under this Lease at or prior to the expiration of the Lease Term or earlier termination of this Lease or of Tenant's right to possession of the Premises, shall survive such expiration or termination, as shall also all

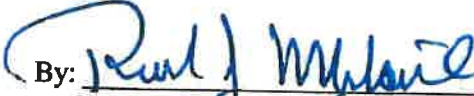
obligations of the Tenant to be paid, performed or observed subsequent to such expiration or termination pursuant to the terms of this Lease.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

EXECUTED as an instrument under seal as of the date first set forth above.

LANDLORD:

TOWN OF DUNSTABLE, acting by and through its Board of Selectmen

By: 
Name: Ronald J. Mikol
Title: BOS Chairman

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TENANT:

MCO & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____
Hereunto Duly Authorized

EXHIBIT A

DESCRIPTION OF THE LAND

The land in the Town of Dunstable, Commonwealth of Massachusetts, shown as Lot 1, Lot 2 and Parcel A on a plan entitled "Plan of Land, Location: Pleasant Street, Dunstable, MA." prepared by Howe Surveying Associates, Inc., dated February 1, 1999, and recorded with the Middlesex North District Registry of Deeds in Plan Book 199, Plan 108 (the "Plan"), together with an easement to pass and repass and for all purposes for which public ways are ordinarily used in the Town of Dunstable, over the area within Lot 3 denominated as "Access Easement" as shown on the Plan. For avoidance of doubt, expressly excluded from the foregoing land is the land shown on the Plan as Parcel B, containing 3,781 square feet.

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identify and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e., setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

MCO COTTAGE RENTALS - DUNSTABLE

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)

Design & Construction Cover Sheet

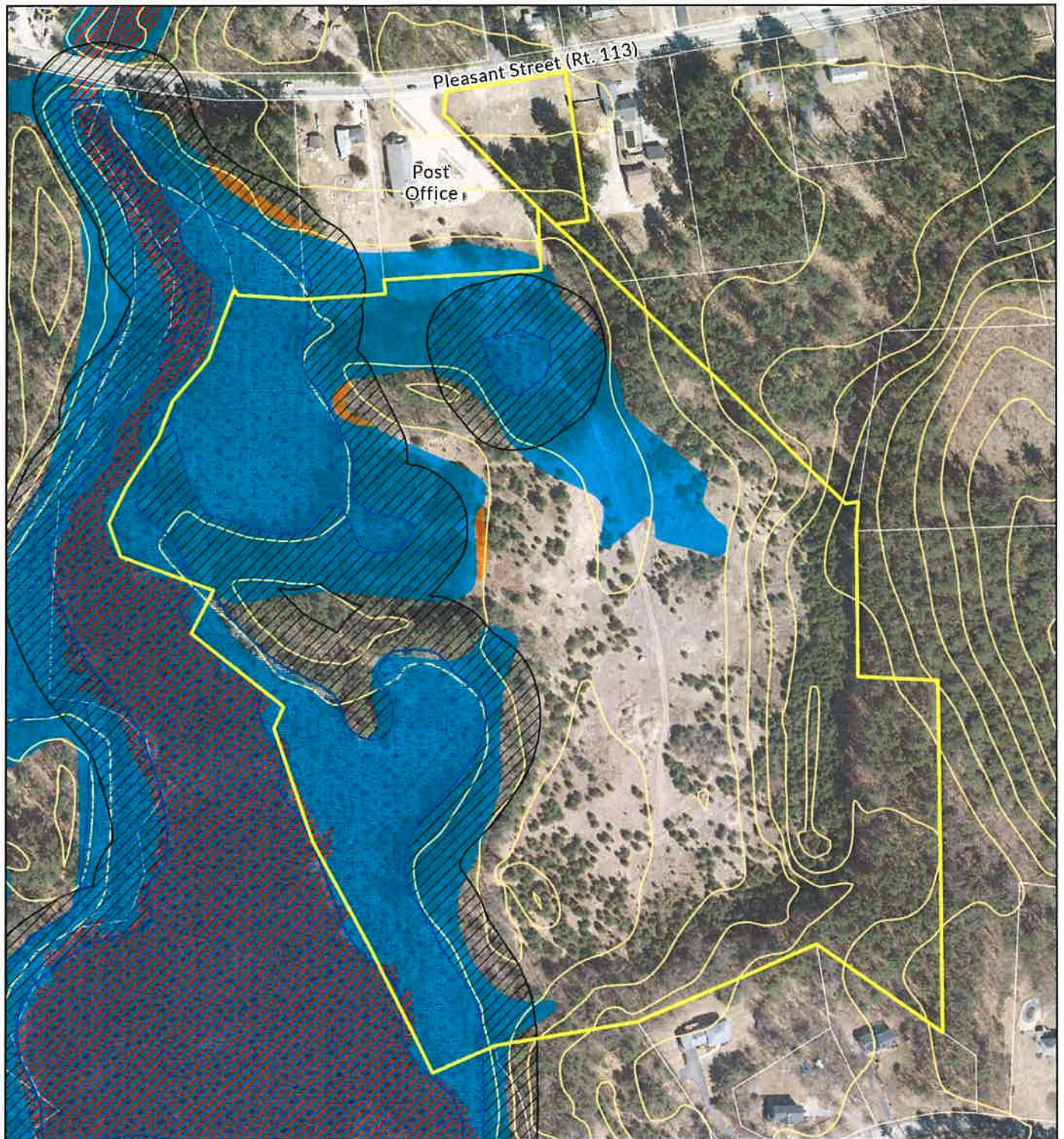
- 44 Proposed Rental Cottages;
- There will be 3 overall cottage styles with 4 floor plans;
- Cottage will feature 1, 2 or 3 bedrooms with 1.5 to 2 bathrooms
- Size will range from 1,152 to 1,408 square feet;
- Parcel consists of 28.5 acres of which approximately 50% will remain untouched as open space;
- Site Plan attached to show proposed Affordable locations;
- Site Consists of only Residential Space;
- All cottages will have minimum of two parking spaces;
- Visitor Parking spaces available along with limited street parking;
- Three of the four cottage styles have first floor bedrooms allowing for handicapped accessibility;
- Cottages to be served by Municipal Water & onsite septic system;
- Electric and gas service available on Pleasant Street;
- Public parking lot to be located to provide access to Pond area.

PLEASANT STREET
DUNSTABLE, MASSACHUSETTS

TOWN OF DUNSTABLE - 160-164 PLEASANT STREET

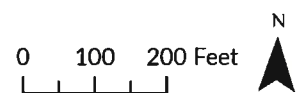
Prepared by JM Goldson LLC

J M G O L D S O N



- Subject Property
- Wetlands (MassDEP)
- 100 ft. wetland buffer
- 10 ft. elevation contours

- Flood Zone Designations
- AE: 1% Annual Chance of Flooding, with BFE
 - AE: Regulatory Floodway
 - X: 0.2% Annual Chance of Flooding



Sources: Town of Dunstable, MassGIS, MassDEP, FEMA



Spruce Cottage

2 Beds, 1.5 Baths - 1,296 SF



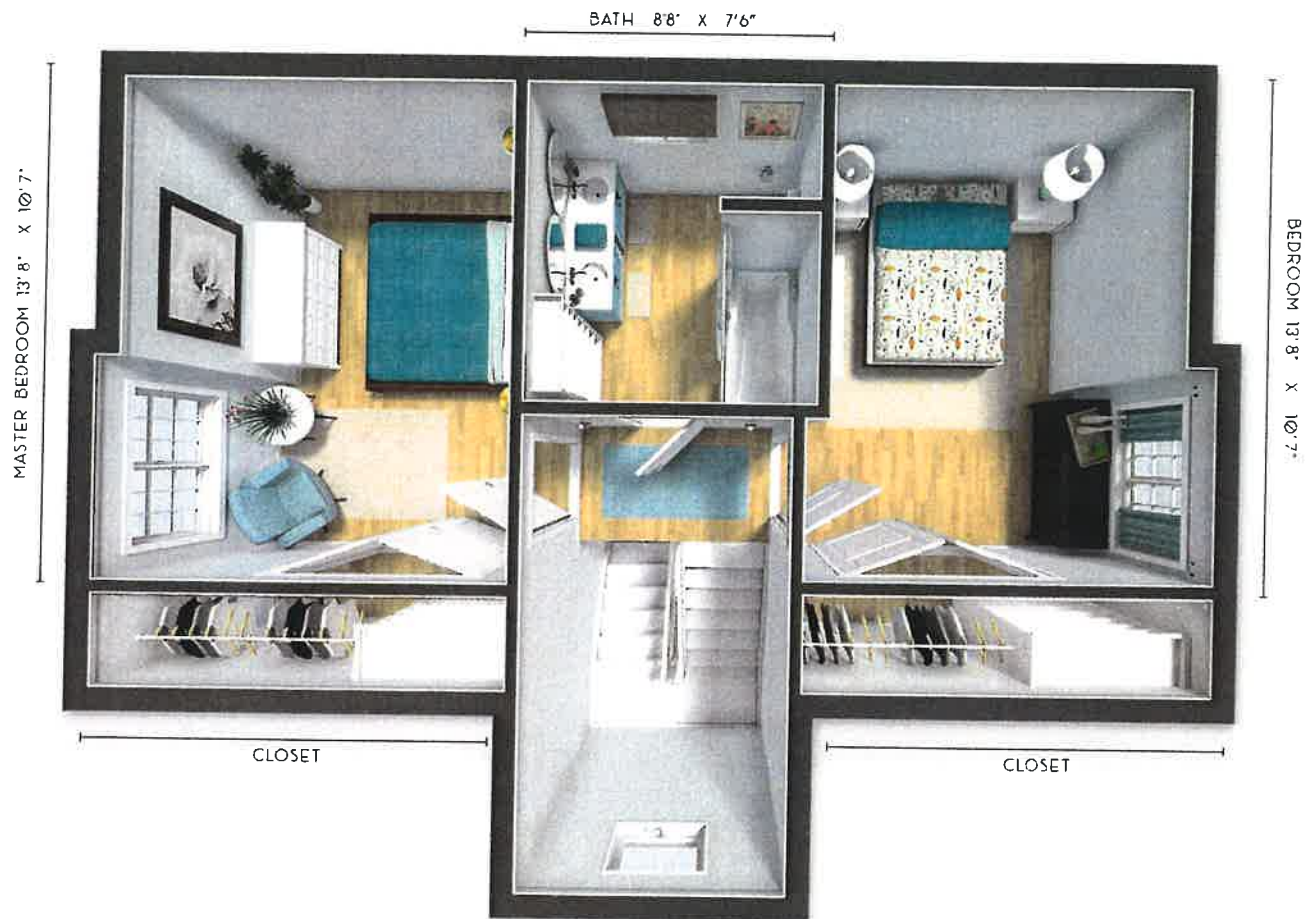
FIRST FLOOR

MCO Cottage Rentals
 Cottage Lane, Lancaster, MA 01523 | 978.551.0088



Spruce Cottage

2 Beds, 1.5 Baths - 1,296 SF



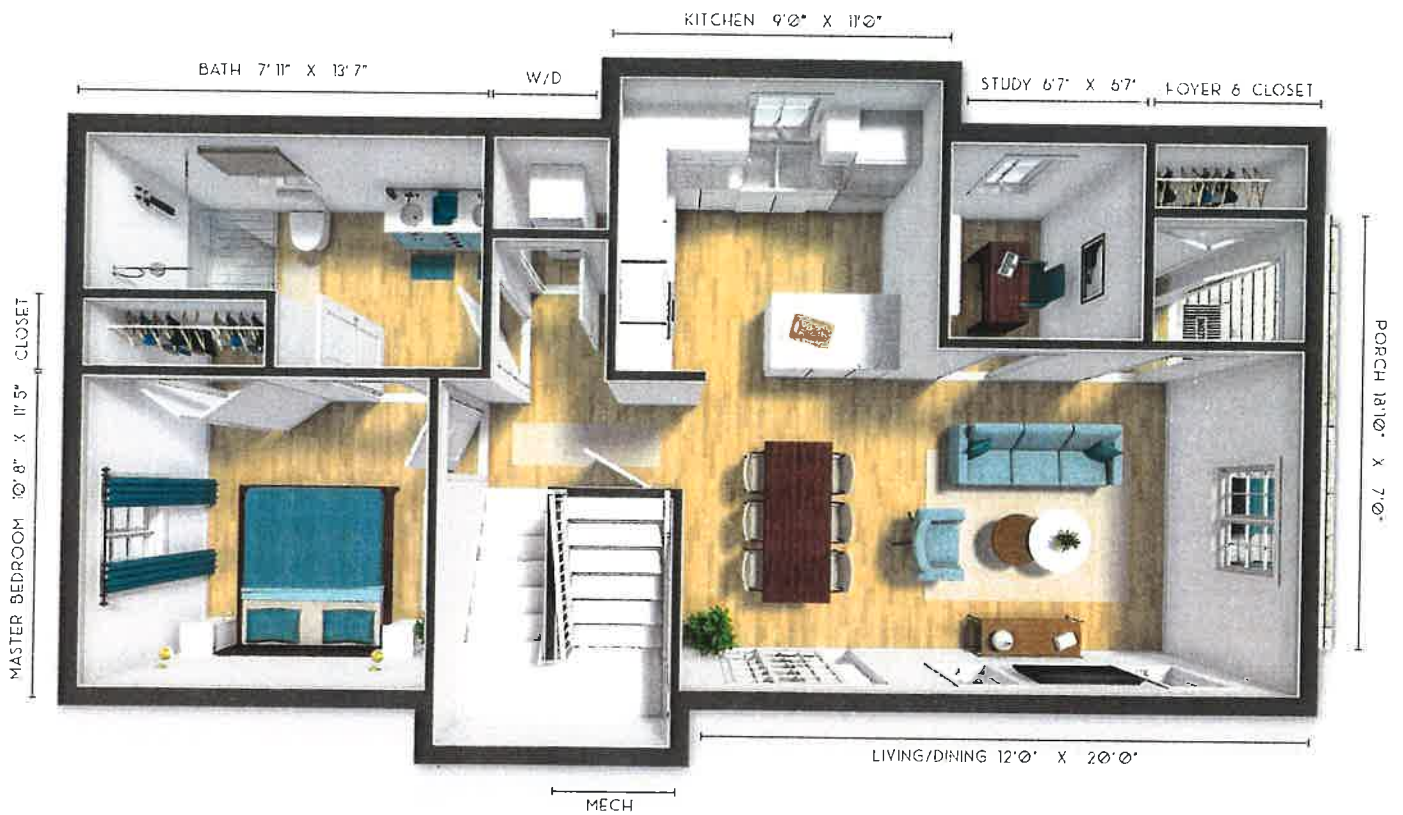
SECOND FLOOR

MCO Cottage Rentals
Cottage Lane, Lancaster, MA 01523 | 978.551.0088



Maple Cottage

3 Beds, 2 Baths - 1,408 SF



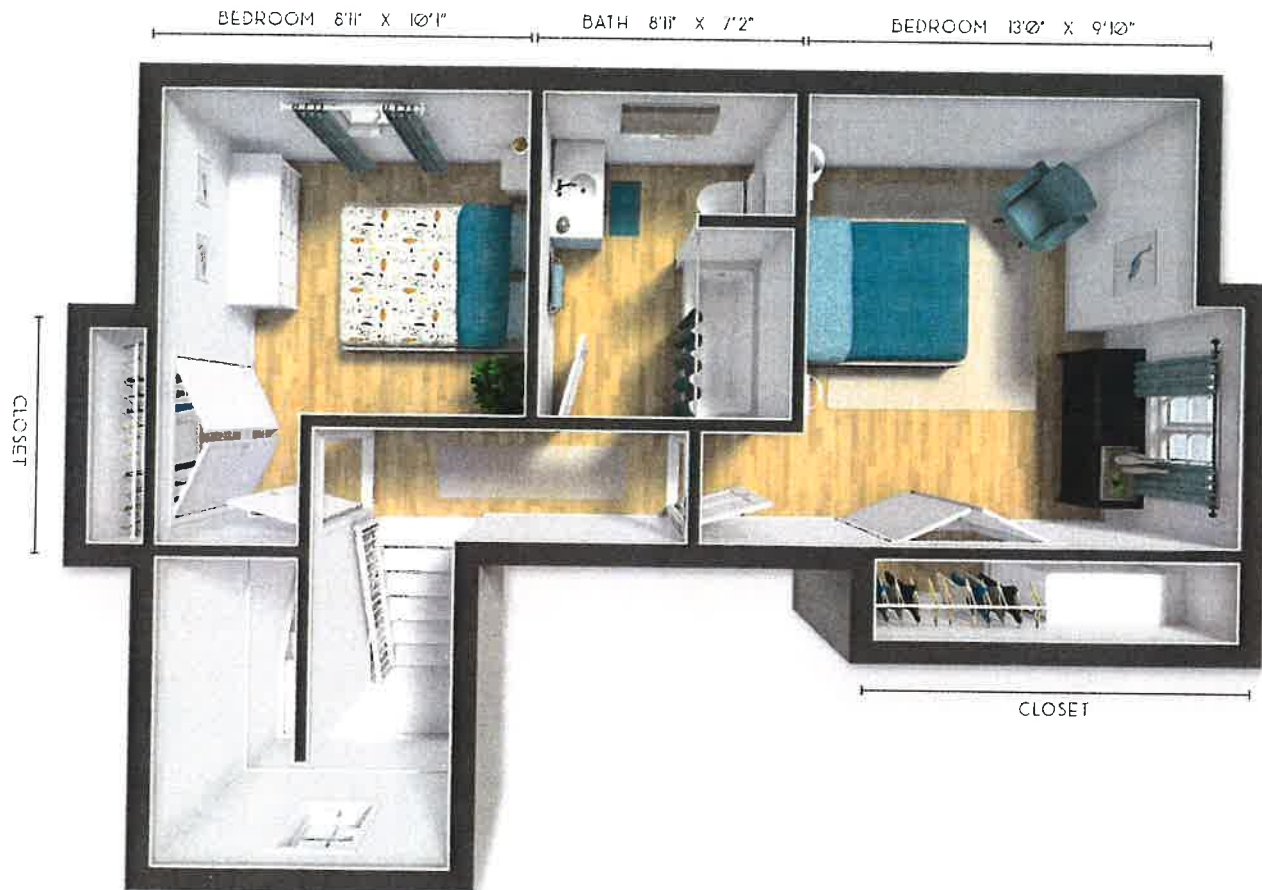
FIRST FLOOR

MCO Cottage Rentals
Cottage Lane, Lancaster, MA 01523 | 978.551.0088



Maple Cottage

3 Beds, 2 Baths - 1,408 SF



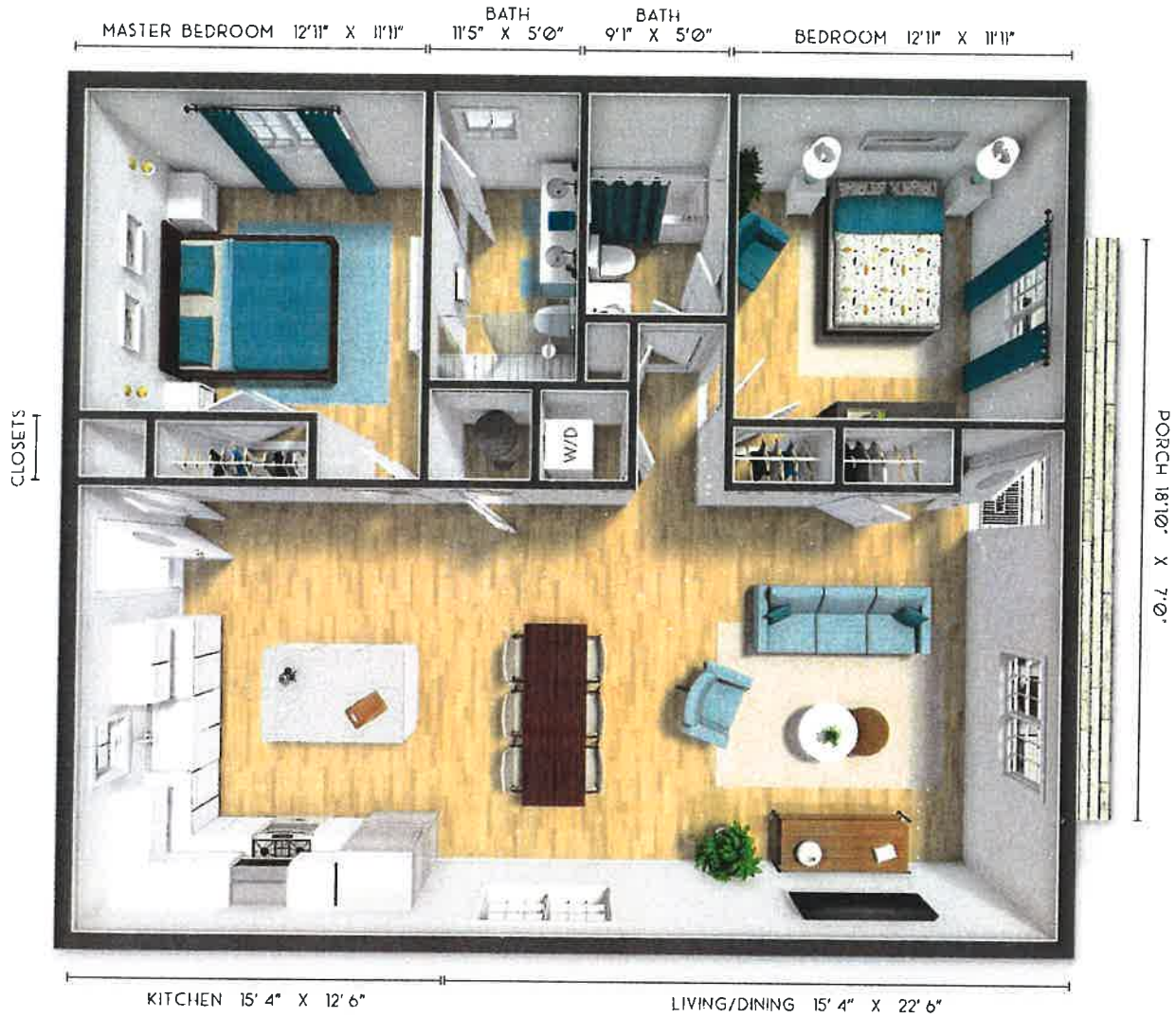
SECOND FLOOR

MCO Cottage Rentals
Cottage Lane, Lancaster, MA 01523 | 978.551.0088



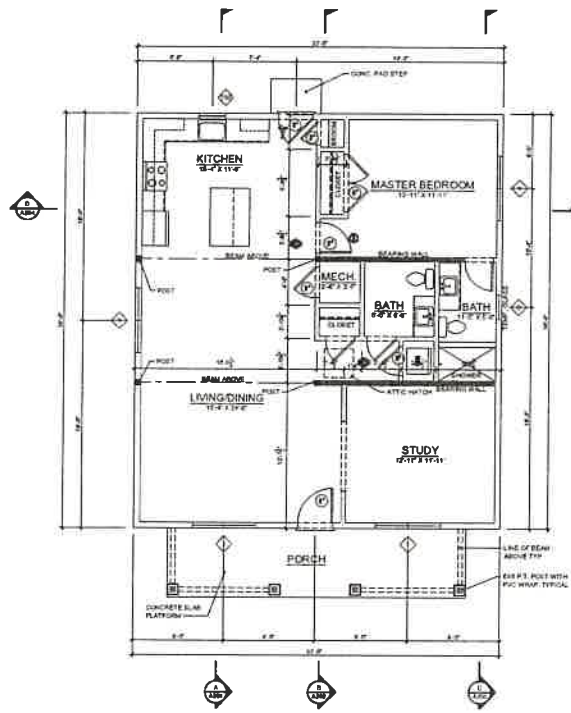
Birch Bungalow

2 Beds, 2 Baths - 1,152 SF



MCO Cottage Rentals
 Cottage Lane, Lancaster, MA 01523 | 978.551.0088

ONE BEDROOM, 1.5 BATH BUNGALOW



FLOOR PLAN
1152 S.F.

WOODS
 ROBERT TAYLOR & ASSOCIATES, LLC
 ARCHITECTURAL PLANNING INTERIORS DESIGN
 175 West Street, Suite 100, South Scituate, MA 02557
 TEL: 508.339.7200 FAX: 508.339.1001

MOO COTTAGE RENTALS
 FLOOR PLAN
 BUNGALOW - 1 BEDROOM

28-865 PL-01A
 1/28/2024
 1/8" = 1'-0"

A.103

MCO COTTAGE RENTALS - DUNSTABLE, MA

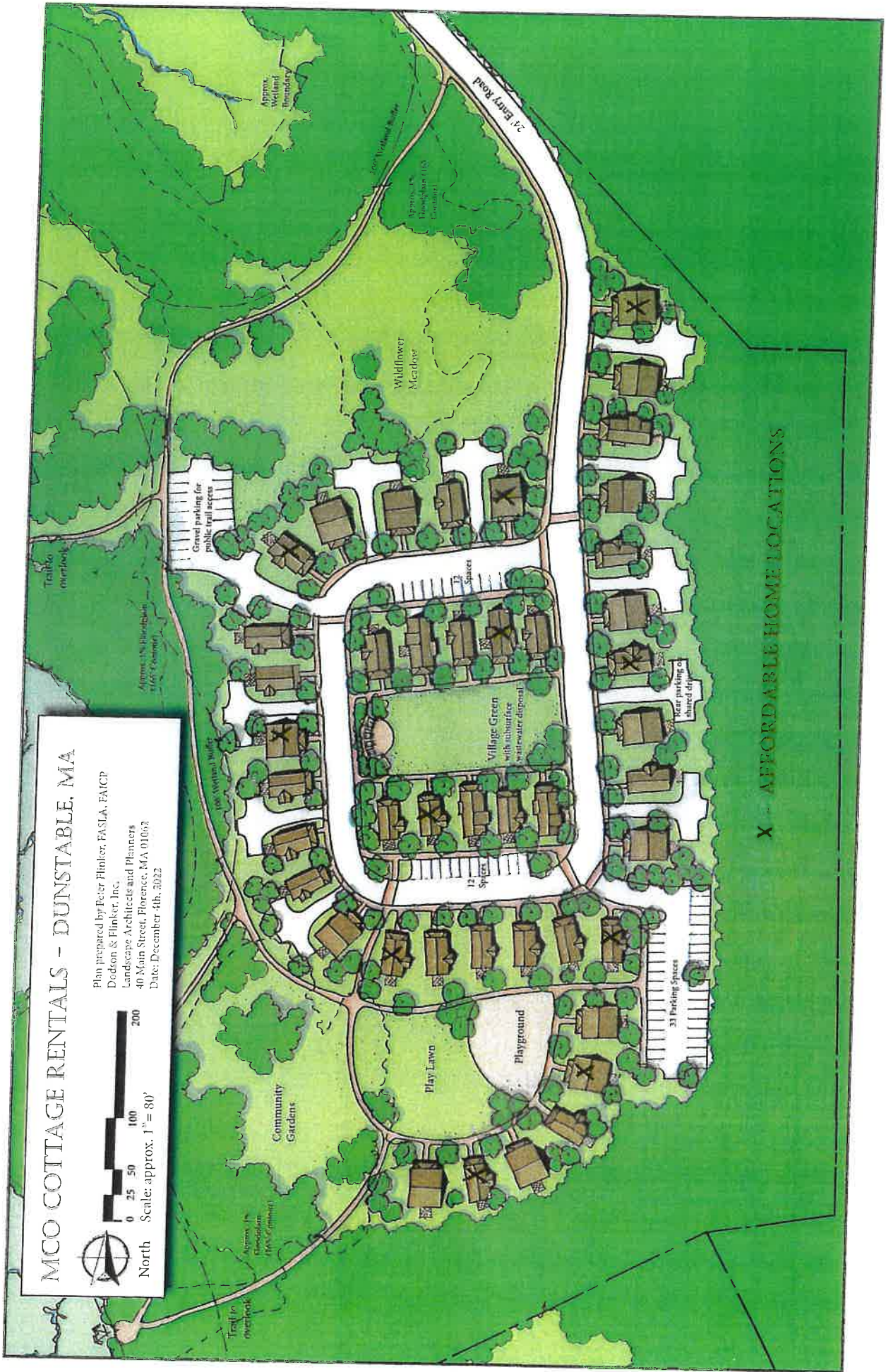
Plan prepared by Peter Flinker, FASLA, FAICP
Dedion & Flinker, Inc.
Landscape Architects and Planners
40 Main Street, Florence, MA 01062
Date: December 4th, 2022



North



Scale: approx. 1" = 80'



X - AFFORDABLE HOME LOCATIONS

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	<u>33</u>	<u>11</u>	Unfinished	<u>33</u>	<u>11</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	_____	Outdoor	<u>33</u>	<u>11</u>
Vinyl	<u>33</u>	<u>11</u>	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	_____	_____	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): Air – Evaluating the use of Split Zones systems for the homes.

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
Low Flow Toilets, Water Sense Fixtures, Energy Star rated windows & appliances, LED Lighting and evaluating the use of Split Zone Heat & A/C systems.

Modular Construction

If modular construction will be used, explain here:
N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.
All units will be finished alike - Same amenities for market rate and affordable renters.

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: The property is in a mixed use development zone. The residential component of the project is located well off the main road (Pleasant Street). Along the street are a mix of commercial uses (Post Office) as well as single and multi family housing.

2. What is the prevailing zoning in the surrounding neighborhood? Mixed Use and Residential. The rear part of parcel where the residential homes will be located abuts single family homes as well as Lower Massapoag Pond. There is a natural buffer (steep hill) which separates the proposed housing and existing residences.

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area? Housing with Dunstable is predominately single family residential. The detach cottages and their architectural style fits well with the community.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices. Dunstable does offer many shopping alternatives, but the site is only ½ mile from the center of Town featuring restaurant, Town Hall, Fire & Police, Churches. Schools are in a Regional District with Groton. The elementary school is approximately 1 mile from the site in Dunstable; High School is in the adjacent community of Groton.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development). The Town had previously approved this as a mixed use district. Utilizing the LIP will allow us to further concentrate development in the center of Town. This project is intended to be a catalyst for additional local development.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service. Dunstable is a very rural community with no access to public transportation.

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: The Town of Dunstable has donated the land for the project. No cash considerations are being provided.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Letter of Credit from Construction Lender.



**MCO Cottage Rentals Dunstable, LLC
RENTAL**

Preliminary Construction Budget - Pro Forma

44 Units

<u>Development Items:</u>	<u>Total Costs</u>		<u>Per Unit</u>
Site Acquisition - Rental	\$	1	\$ 0
Hard Costs:			
Site Preparation			
Roadway & Drainage 1600	\$	1,280,000	\$ 29,091
Unit lot Development - Excavate/Backfill, Driveway, Util	\$	770,000	\$ 17,500
Project Landscaping, Fencing, Community Access	\$	110,000	\$ 2,500
Septic System Install	\$	400,000	\$ 9,091
Water Connection Fees	\$	40,000	\$ 5,000
Home Construction 1/2BR Bungalow	\$	1,872,000	\$ 144,000
Home Construction 2BR Up/Down	\$	4,212,000	\$ 162,000
Home Construction 3BR Up/Down	\$	880,000	\$ 176,000
Hard Cost Contingency	5.0% \$	478,200	\$ 10,868
Hard Construction Costs	\$	10,042,200	\$ 228,232
Soft Costs:			
Pre Development Expenses	\$	150,000	\$ 3,409
Building Permits	\$	66,000	\$ 1,500
Architectural	\$	66,000	\$ 1,500
Engineering & Survey	\$	154,000	\$ 3,500
Legal	\$	44,000	\$ 1,000
Insurance	\$	55,000	\$ 1,250
General Conditions	\$	330,000	\$ 7,500
Developer Fee/ Project Administration	\$	330,000	\$ 7,500
Construction Management	5% \$	502,110	\$ 11,412
Construction Loan Interest	\$	440,000	\$ 10,000
Financing/Application Fees	\$	125,000	\$ 2,841
Accounting & Monitoring	\$	30,000	\$ 682
Marketing/Leasing Fees	\$	66,000	\$ 1,500
Lottery - Affordable Homes	\$	20,000	\$ 455
Soft Cost Contingency	5% \$	118,906	\$ 2,702
Total Soft Costs	\$	2,497,016	\$ 56,750
Total Development Costs	\$	12,539,217	\$ 284,982

Rents -	Market - 1BR Bungalow	2850	\$	5,700	2
	Market - 2BR Bungalow	3100	\$	12,400	4
	Market - 2BR Cottage	3350	\$	77,050	23
	Market - 3BR Cottage	3600	\$	14,400	4
	Affordable - 1BR	1614	\$	1,614	1
	Affordable - 2BR	1785	\$	16,065	9
	Affordable - 3BR	1945	\$	1,945	1
					44

Monthly Rents	\$	123,474
Annual Rents	\$	1,481,688
5% Vacancy	\$	74,084

Annual Operating Income \$ **1,407,604**

Operating Expenses

Interest	\$	689,904	\$10.M with 40 yr AMORT	6.30%
RE Taxes	\$	140,784	\$	14.97 Tax Rate
Insurance	\$	39,600	\$	900 /year per unit
Septic Maintenance	\$	15,000		
Site Maintenance	\$	132,000	\$	3,000 /year per unit
Management	\$	56,304		4% of Rents
Reserves	\$	17,160	\$	390 /year per unit
Affordable ReCertifications	\$	4,400	\$	400 /per year per i

Total Expenses \$ **1,095,153**

NET PROFIT \$ **312,451**

Net Operating Income (Before Interest) \$ **1,002,355**

Debt Coverage Ratio 1.45



September 18, 2023

MCO Cottage Rentals Dunstable, LLC
Mark C. O' Hagan
206 Ayer Rd, STE 5
Harvard, MA 01451

Re: MCO Cottage Rentals in Dunstable, MA

Dear Mr. O'Hagan:

On behalf of Enterprise Bank, I am pleased to write this letter of interest in providing construction financing in connection with the development of the MCO Cottage Rentals in Dunstable, MA.

It is our understanding that the project involves the development of forty-four (44) new detached, cottage-style, rental homes. Enterprise Bank, Mr. O' Hagan, and Mr. Weilbrenner have visited the proposed site and we have reviewed the initial project for construction financing. Additional proposed financing for the project includes subordinate financing from the DHCD LIP Program.

Enterprise Bank is interested in providing construction financing for the project, and would work with Mr. O' Hagan, once he receives funding commitments from subordinate lenders, to move forward quickly with our due diligence and approval process.

We look forward to this opportunity to work with Mr. O' Hagan on this development project.

Sincerely,

A handwritten signature in cursive script that reads 'Kathryn Ferguson'.

Kathryn T. Ferguson
Assistant Vice President
Construction Lending Officer

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>11</u>	_____	_____	_____
Number of market units	<u>33</u>	_____	_____	_____
Total by phase	<u>44</u>	_____	_____	_____

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>7/24</u>	_____	_____	_____
Construction start	<u>8/24</u>	_____	_____	_____
Marketing start – affordable units	<u>8/24</u>	_____	_____	_____
Marketing start – market units	<u>8/24</u>	_____	_____	_____
Construction completed	<u>12/25</u>	_____	_____	_____
Initial occupancy	<u>3/25</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender
4. Map of community showing location of site
5. Check payable to DHCD
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. 21E summary (if applicable)
9. Photographs of existing building(s) and/or site
10. Site Plan showing location of affordable units
11. Sample floor plans and/or sample elevations
12. Proposed marketing and lottery materials

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.



your resource for Affordable Housing



MCO Cottage Rentals Dunstable **164 Pleasant Street** **Dunstable, MA**

Marketing and Outreach Plan **Lottery Plan**

Introduction

MCO Cottage Rentals Dunstable is a proposed affordable community which shall include 44 detached cottage style residences to be for rent. This plan describes the marketing program and minority outreach for MCO Cottage Rentals Dunstable. There will be 11 affordable 1, 2 & 3 bedroom rental cottages which will be distributed by lottery.

The units will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) and the Local Initiative Program (LIP). These units will be distributed through Local and Open applicant pools with appropriate outreach to the areas minority population. There will be 1 one bedroom, 9 two bedroom cottages and 1 three bedroom cottage leased to affordable applicants.

The objective of the marketing program is to identify a sufficient pool of applicants for the available, affordable homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pools. This will enable us to quickly determine who would have the first opportunity for the lease a cottage.

Potential tenants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

What follows is a list of activities and materials we intend to utilize to assist in our marketing of the homes, processing of the applicants and our attempts to reach out to the local community's minority population.

General Information

The Town of Dunstable and MCO & Associates, Inc have worked together to create the affordable housing opportunity at MCO Cottage Rentals Dunstable located on Pleasant Street in Dunstable, Massachusetts. The cottages will be leased, by lottery, to households meeting the eligibility requirements and having income at or below 80% of the median income for the Lowell MA HUD Metro FMR Area, adjusted for household size.

There will be four types of cottages available for rent which shall range in size from 1,152 to 1,408 square feet. There is a one bedroom bungalow, a two bedroom bungalow, a two bedroom cottage and a three bedroom cottage. There will be one dedicated parking space for all cottages and additional parking to accommodate a

second vehicle for all cottages. Rents (based upon current income levels per DHCD) will range from \$1,614 for a one bedroom cottage to \$1,945 for a three bedroom cottage. Tenants will be responsible for all utilities, pets will be allowed with breed restrictions at rates to be determined and the cottages are smoke free properties.

MCO Cottage Rentals Dunstable, LLC will be sponsoring an application process and lottery to rank the eligible program applicants. The application and lottery process as well as the eligibility requirements, are described in this plan. MCO Housing Services, LLC of Harvard, MA, has been hired as their lottery agent. MCO Housing Services, LLC has been providing Lottery Services to area developers and municipalities for over 20 years. Our contact information is:

MCO Housing Services, LLC
Maureen O'Hagan
P.O. Box 372
Harvard, MA 01451
(978) 456-8388
maureen@mcohousingservices.com

Applicants must include all required financial documentation with the application to be included in the lottery. The application and the related financial information must be received prior to lottery deadline or have a postmark prior to the lottery deadline to be included.

Applicants who submit an incomplete application will be notified *after* the application deadline and will NOT be included in the lottery. Applicants who submit an incomplete application will be notified via email, if available, or by letter. The email or letter will include the list of missing documentation. If applicant submits the missing documentation and their application is determined complete *and* they are determined eligible - they would then be added to the waiting list. If units remain after the lottery, the available units would then be offered based on the date applicant was added to the waiting list.

If an applicant is determined ineligible they will have the opportunity to appeal the decision and will be notified in writing, via email or letter, the appeal process and timeframe to appeal.

Marketing and Outreach Plan

Dunstable is located approximately 29 miles northwest of Boston with easy access to Routes 3 & 495. Application availability and a public information meeting will be announced, with a minimum of two ads over a 60 day period, in the following papers:

Lowell Sun
Dunstable Neighbor to Neighbor Newsletter
The Groton Herald

Minority outreach will be conducted through:

Vocero Hipano
Bay State Banner
Sampan

A listing on the www.massaccesshousingregistry.org and www.massaffordablehomes.org will also announce the lottery and application availability. A posting will be submitted to MetroList. Additionally, a mailing will be sent to local social service and public organizations.

MCO Housing Services, LLC will post the lottery information and application online at www.mcohousingervices.com. Applicants can print an application from www.mcohousingervices.com, can receive by mail by contacting MCO Housing Services, LLC at 978-456-8388 or lotteryinfo@mcohousingervices.com. Applications will also be available for pick-up at the Dunstable Town Hall or Dunstable Public Library.

A Public Information Meeting will be scheduled via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. For those applicants who are unable to attend the live Zoom, or otherwise want to review, the meeting will be recorded, with those portions not containing unauthorized sensitive personal information and will be available for viewing up to the application deadline, upon request.

A confirmation letter or email will be sent to each eligible applicant stating their lottery code after the application deadline. Lottery codes (as compared to applicant names) will be announced during the lottery drawing to ensure applicants privacy.

Eligibility Requirements

Each lottery applicant must meet the following eligibility requirements:

1. Income cannot exceed the following maximum allowable gross income guidelines, adjusted for household size, (as approved by DHCD) as follows:

Household Size	1	2	3	4	5	6
Max Gross Allowable Income	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800

(Note: This represents 80% of the annual household median income for the area and is subject to adjustments. This assumes a household size of 1-6 people. The income limits are subject to change per DHCD.)

2. For assets over \$5,000, the calculation of income will include an imputation of .06% of the value of total household assets or the actual interest/dividends earned, whichever is greater. For assets \$5,000 or less, the earned interest/dividend will be added to income to determine final eligibility. Assets include checking and savings accounts, investment accounts, CD's retirement, etc.
3. Potential tenants may not own another home, including in a Trust. The affordable unit must be their principal, full-time residence.
4. Persons with disabilities who need the features of the type of accessible or adaptable unit will be given first preference for such units regardless of what pool they are in based on the requested bedroom size. Where a person with a disability is awaiting such a unit with adaptive features and a unit becomes available, the owner/management agent must offer to adapt the unit within reason. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.

The lottery application is used to determine income eligibility to have the opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to complete a Lease Application, through the Leasing Agent, and go through the leasing process as determined by the Leasing Agent. This process may include credit

screening, CORI and landlord checks to the extent consistent with DHCD guidance in effect at such time. Attached is a copy of the Commonwealth of Massachusetts CORI which will be used if a CORI check is done. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit.

Annually each affordable tenant will go through an eligibility review. At least 90 days before lease renewal current affordable residents will need to provide updated financial documentation to be reviewed for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of 80% of AMI or maximum allowable income, adjusted for household size. Annually tenants will be recertified for eligibility. If household income exceeds 140% of 80% of AMI of the maximum allowable income, adjusted for household size, the tenant will no longer be income-eligible and will have the option of paying market rent or vacating the residence at the end of the lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in when received. Review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and the applicant will be notified of what is needed to complete their application after the deadline via email, if available, or by letter. After the lottery, applicants can submit missing documentation or present any mitigating circumstances. If qualified at that time, they can be added to the waiting list. If the lottery list is exhausted the remaining units will be filled by the waiting list based on the date a complete application is received.

Lottery Process and Preferences

MCO Housing Services, LLC will screen all applications. Applicants who submit an application, postmarked on or before the deadline, and are determined eligible will receive a confirmation email with their lottery code. Applicants that are not determined eligible will receive an email or letter notifying them of the decision.

There will be two pools for this lottery, Local and Open. 7 cottages to the Local Pool and 4 cottages to the Open Pool.

Local Preference

Upon the initial lease up only, 7 of the 11 available cottages will be offered to applicants who meet one of the following local preference categories:

- Current Dunstable Resident
- Employed by the Town of Dunstable, the Dunstable Public Schools or the Groton-Dunstable Regional School District
- Employee working in the Town of Dunstable or with a bona fide job offer from an employer located in the Town of Dunstable.
- Parents of children attending the Groton-Dunstable Regional School District

Proof of local preference will be required if they have an opportunity to lease and will be verified by the Town.

Household Size

Preference for the three bedroom cottages will be given to households who require three bedrooms. Preference for the two bedroom cottages will go to the households requiring two bedrooms. The one Bedroom cottage will be available to single applicants.

Cottage size preferences are based on the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorces or separation has begun or has been finalized, as set forth in the application.

Minority Consideration

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the surrounding HUD-defined area, currently 33.4%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn at random from the general pool until their percentage in the local pool closely approximates the percentage in the surrounding HUD-defined area. Applicants not selected for the local pool would be in the Open pool only. Minority households are identified in accordance with the regulatory classifications established by DHCD.

Lottery Pools

Ten affordable cottages are available by lottery in Dunstable. Subject to the preceding Minority Consideration provision, the lottery has two pools: Local and Open. You must meet at least one of the Local Preference Criteria to be included in the Local Pool. The Cottage breakdown is as follows:

<u>Unit Size</u>	<u># of Units</u>	<u>Local Pool</u>	<u>Open Pool</u>
One Bedroom	1	1	
Two Bedroom	9	5	4
Three Bedroom	1	1	

All of the applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of units. This means if you are a two-person household and meet the household size preference above for a two-bedroom cottage and are drawn first in the lottery, you will be offered a two bedroom cottage. If you are a three-person household and by definition require a three bedroom cottage and are drawn first you will be offered a three bedroom cottage. Local Pool applicants will have first selection of the cottage, unless there are no households in the Local Pool that meet the Household Size preference, in which case selection will proceed directly from the Open Pool considering household size preference.

Once the lottery rankings have been determined your information will be forwarded to the Leasing Office for their screening which may include, but is not limited to, credit, CORI, past landlord checks, etc., to the extent consistent with DHCD guidance in place at the time of such determinations. If the Leasing Office determines you are eligible, then you will be offered a cottage.

You need to be determined eligible by MCO Housing Services, LLC and the Leasing Office before you will be offered a cottage. If either MCO Housing Services, LLC or the Leasing Office determines you do not meet their eligibility criteria, then you will not be able to lease a cottage.

If you have a Section 8 or other housing voucher, the Public Housing Authority (PHA) will need to approve the project and rent before you will be able to sign a lease.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will determine applicants' income eligibility and will conduct the annual tenant eligibility certification.

Rental: Opening Waiting Lists, Re-Marketing or Continuous Marketing

MCO Housing Services, LLC will incorporate the following DHCD guidelines in opening rental waiting lists, re-marketing or continuous marketing for rental cottages located at MCO Cottage Rentals Dunstable, LLC in Dunstable, MA.

Although owner/management agent standards for opening waiting lists or re-marketing to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the waiting list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants as was needed to fill the previous year's vacancies.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent's policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. "First Come, First Served"

A "first-come, first-serve" method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants. Local Preference does not apply beyond the initial marketing/lease up period.

c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.



your resource for Affordable Housing



Lottery Information and Application MCO Cottage Rentals Dunstable, MA

At 164 Pleasant Street in Dunstable a new community of rental homes is being constructed. MCO Cottage Rentals Dunstable will feature 44 cottage style homes in a quaint neighborhood setting. Eleven (11) new cottages will RENTED, by lottery, to income eligible applicants (certain exceptions apply). The rentals will offer 1, 2 & 3 bedroom homes with 1.5 to 2 bathrooms, parking for 2 cars and 1,152 to 1,408 square feet of living space. The cottages include all kitchen appliances, washer & dryer hook-ups and beautiful finishes throughout the homes. Pets will be allowed with breed restrictions. Pet rents to be determined. The cottages are smoke free properties.

The affordable rentals rates for the cottage will range from \$1,614 for a one bedroom cottage to \$1,945 for a three-bedroom cottage. Tenants are responsible for all utilities, however, a utility allowance has been deducted from the rents. All affordable units will be distributed by lottery as outlined in the attached package. Please review the entire information packet in detail and complete the application and disclosure statement at the rear of the packet and submit with all required financial information.

These rents are NOT income based. Applicants are responsible for the full rent as stated above. Section 8 or other housing vouchers will be accepted, and it is up to you to talk with your voucher holder to determine if they will approve the project and accept the rents. Generally, the minimum income needed to lease a unit, without a Section 8 or other housing voucher, are: One Bedroom - \$48,420; Two Bedroom - \$53,580; Three Bedroom: \$59,350. Income and assets may be used in determining minimum income eligibility, if needed.

Important dates to mindful of regarding the lottery are as follows:

Public Information Meeting via Zoom

TBD

Application Deadline

TBD

Lottery via Zoom

TBD

Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



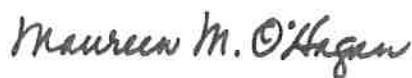
PLEASE NOTE: All applicants must include complete financial documentation with the application. An application will be considered incomplete and will not be included in the lottery if all financial documentation is not received on or before the application deadline.

Applicants who submit an incomplete application will be notified after the application deadline and will NOT be included in the lottery. Applicants that submit an incomplete application will be notified via email, if available, or by letter. The email or letter will include the list of missing documentation. If you submit the missing documentation and your application is determined complete you would be added to the waiting list. If unfilled units remain after the lottery, the available units would then be offered to you based on the date you were added to the waiting list.

For applicants unable to attend the live Zoom session or otherwise want to review the information, the meeting will be recorded available for viewing, upon request, up to the application deadline. Any portion of the meeting containing unauthorized sensitive personal information will not be release for viewing.

Thank you for your interest in affordable rental housing at MCO Cottage Rentals Dunstable. If you have questions and cannot attend the Public Information Meeting, please contact MCO Housing Services at 978-456-8388 or email us at lotteryinfo@mcohousingservices.com.

Sincerely,



Maureen M. O'Hagan
MCO Housing Services, LLC



This is an important document. Please contact [AGENCY NAME] at [PHONE #] for free language assistance.

Este documento es muy importante. Favor de comunicarse con el MCO Housing en 978-456-8388 para ayuda gratis con el idioma. (Spanish)

Este é um documento importante. Entre em contato com o MCO Housing Serv no número 978-456-8388 para obter assistência gratuita com o idioma. (Portuguese)

Dokiman sila a enpòtan. Tanpri kontakte MCO Housing la nan 978-456-8388 pou asistans gratis nan lang. (Haitian Creole)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。
(Chinese, Traditional)

此文件為重要文件。如果您需要免費的語言翻譯幫助，請聯絡 MCO Housing 聯絡方式：978-456-8388。
(Chinese, Simplified)

Это весьма важный документ. Свяжитесь с сотрудником MCO Housing на предмет оказания бесплатной помощи по переводу на иностранный язык (978-456-8388). (Russian)
(Phone #)

នេះគឺជាឯកសារសំខាន់។ សូមទំនាក់ទំនង MCO Housing តាមរយៈ 978-456-8388 ដើម្បីទទួលបានជំនួយ
ផ្នែកភាសាដោយឥតគិតថ្លៃ។ [Mon-Khmer, Cambodian]

Đây là một tài liệu quan trọng. Vui lòng liên hệ MCO Housing tại 978-456-8388 để được hỗ trợ ngôn ngữ miễn phí. (Vietnamese)

Kani waa dukumentiyi muhiim ah. Fadlan MCO Housing kala soo xiriir 978-456-8388 si aad u hesho gargaar xagga luqadda oo bilaash ah. (Somali)

هذه وثيقة مهمة. يرجى الاتصال بـ MCO Housing بـ 978-456-8388 للمساعدة اللغوية المجانية.
[Phone #] [Agency Name] (Arabic)

Ce document est très important. Veuillez contacter le MCO Housing au 978-456-8388 afin d'obtenir une assistance linguistique gratuite. (French)

Il presente è un documento importante. Si prega di contattare il MCO Housing al 978-456-8388 per avere assistenza gratuita per la traduzione. (Italian)



MCO Cottage Rentals Dunstable

AFFORDABLE HOMES through the LIP Comprehensive Permit Program
Question & Answer

What are the qualifications required for Prospective Tenants?

- Qualify based on the following maximum income table, which is adjusted for household size:

Household Size	1	2	3	4	5	6
Max Gross Allowable Income	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800

LOTTERY APPLICANT QUALIFICATIONS:

1. Household income cannot exceed the above maximum gross allowable income limits. Income for adults 18 or older is required.
2. When assets total \$5,000 or less, the actual interest/dividend income earned is included in the annual income OR when assets exceed \$5,000, annual income includes the greater of actual income from assets or a .06% imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.
3. In addition to income and asset eligibility you will also be subject to a screening by the project and determined eligible based on that basis.
4. Applicants may not own a home and lease an affordable unit, including homes in a trust.
5. Persons with disabilities will be given first preference for such units regardless of what pool they are in based on the requested bedroom size. Where a person with a disability is awaiting an accessible unit and a unit with adaptive features becomes available, the owner/management agent must offer to adapt the unit.

Are there units available for Local Preferences?

Yes, subject to certain fair housing and household size limitations herein, the initial occupancies of up to 7 cottages are given preference for households who meet at least one of the Local Preference Criteria as stated in the application.

Are there Group 2 units?

All cottages are intended to be adaptable. None of the units are Group 2 or wheelchair accessible. The units can be adapted to satisfy a reasonable accommodation request. Persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing. Such reasonable accommodation is not limited to Group 2 units. The request for a reasonable accommodation must be made at time of initial lottery application with the required documentation, i.e. letter from doctor.

Are there preferences for Household Size?

Preference for the two bedrooms will be for households requiring two bedrooms. Preference for the three bedroom units will be for households requiring three bedroom.

Household Size Preferences are based on the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and the lottery agent receives reliable medical documentation as to such impact of sharing.



4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.

Are there considerations for minorities?

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 33.4%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. Minority applicants not otherwise qualifying for the Local Preference Pool would be drawn at random from the Open Pool until the percentage of minorities in the Local Pool is no longer below the percentage of minorities in the surrounding HUD-defined area. Applicants not selected for the Local Preference Pool would be in the Open Pool only.

What happens if my household income exceeds the income limit after occupying the cottage?

Annually you will be recertified for eligibility. Once your household income exceeds 140% of the maximum allowable income adjusted for household size, then after the end of your current lease you will have the option of staying in your unit and paying the market rent or not renewing your lease.

Lottery Process

Due to the nature of the affordable units' availability, it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size. Also be advised that the program and its requirements are subject to changes in state or federal regulations.

Lottery Pools

Ten (10) affordable units are available by lottery at MCO Cottage Rentals in Dunstable. The lottery will have two pools: Local Preference and Open. You must meet at least one of the Local Preference Criteria to be included in the Local Pool. The units' breakdown as follows:

Unit Size	# of Units	Local Pool	Open Pool
One Bedroom	1	1	
Two Bedroom	9	5	4
Three Bedroom	1	1	

All of the applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of units. This means if you are a two-person household and meet the Household Size Preference (see Page 4) for a two-bedroom unit and are drawn first in the lottery, you will be offered a two-bedroom unit. If you are a three-person household and meet the Household Size Preference for a three-bedroom unit and are drawn first, you will be offered a three-bedroom unit. This process will be identical for both the Local Preference Pool and Open Pool and will be used until all units are leased or until the lottery list is exhausted. Applicants in the Local Preference Pool will select units first then the Open Pool applicants.

Please note: Household size preference will override local preference. This means if we exhaust the applicants in the local pool that require two-bedroom units we will move to the open pool for households requiring two bedrooms. Household size shall not exceed, nor may the maximum allowable household size be more restrictive than, State Sanitary Code requirements for occupancy of a unit (See 105 CMR 400). Applicants will not be approved for units larger than their household size allows.

Once the lottery rankings have been determined your information will be forwarded to the Leasing Office for credit and background checks to the extent permitted by DHCD guidance in effect at the time of your application. If the Leasing Office determines you are eligible then you will be offered a unit. There will be established policies regarding security deposits prior to the lottery.



You need to be determined eligible by MCO Housing Services, LLC, the Leasing Office, and if you have a Section 8 or other housing voucher, your Public Housing Authority (PHA). If the PHA determines you or the project do not meet the eligibility criteria, then you will not be able to lease a cottage.

If there are lottery applicants remaining once the affordable cottages are leased then, based on the order in which such applicant were drawn from the Open Pool and subject to any applicable preferences for accessible units and household size, MCO Housing Services, LLC will establish a waiting list for future vacancies. Local preference will not be applied beyond the initial marketing and lease up.

Time Frames

If you are selected and have the opportunity to lease a cottage you will speak or meet with a representative to review your application to verify all information. Please be advised that the official income verification will be done at the time you have an opportunity to lease. Also understand you need to be income and asset eligible but will also, at minimum, be subject to a credit screening, landlord screening, employment verification, criminal background and CORI checks by the project and determined eligible or ineligible on that basis to the extent consistent with DHCD guidance in effect at the time of such determination.

Acceptance of Units

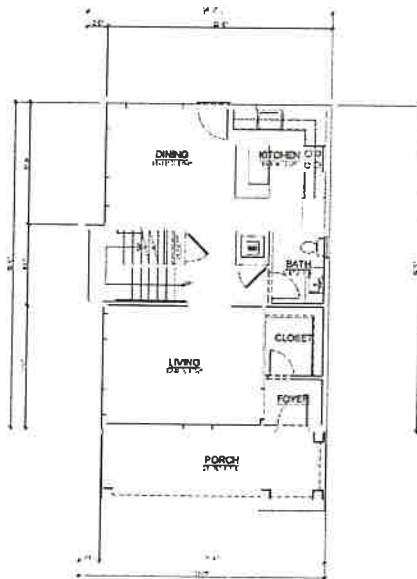
The initial lottery “winners” may have a choice of the appropriately sized available affordable units. Local Preference Pool applicants will select units first and then the Open Pool applicants will select. Post lottery each applicant will need to meet with the Leasing Office and complete their screening by the deadline provided. If you miss the deadline, we will move to the next applicant waiting for a unit and you may lose the opportunity to lease.

Cottage Availability and Distribution

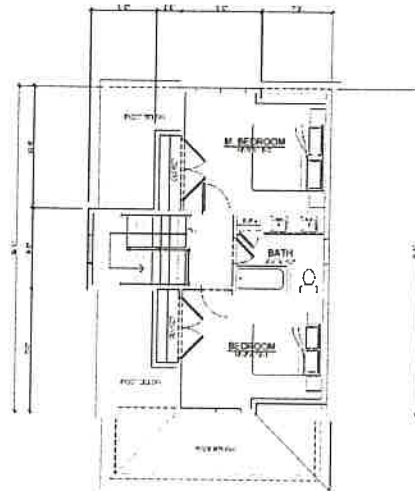
Unit Address	Estimated Availability*
TBD	TBD



Sample 2 Bedroom Cottage



FIRST FLOOR PLAN
21' 0" x 27' 0"



SECOND FLOOR PLAN
21' 0" x 27' 0"


 STONE VALLEY & ASSOCIATES, LLC
 ARCHITECTS & INTERIORS
 1000 N. HICKORY ST., SUITE 100
 WASHINGTON, NC 27583
 WWW.SVA-ARCH.COM

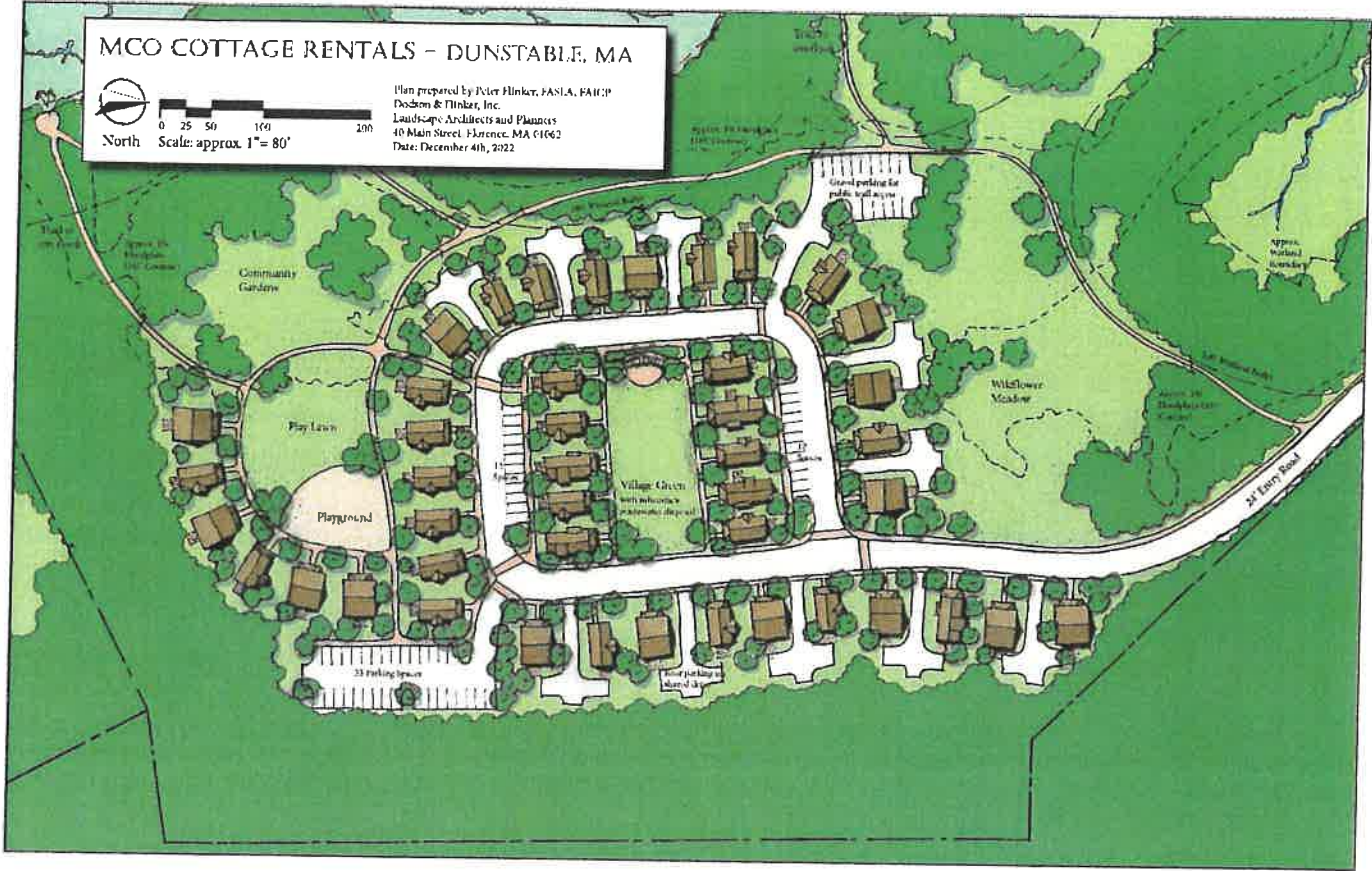
STONE VALLEY & ASSOCIATES, LLC
 ARCHITECTS & INTERIORS
 1000 N. HICKORY ST., SUITE 100
 WASHINGTON, NC 27583
 WWW.SVA-ARCH.COM

2024 P.L.C.
 04/2024
 1/8" = 1'-0"

A101



Preliminary Site Development Plan



PLEASE READ THE FOLLOWING CAREFULLY

- 1. More than 50% of applications submitted to MCO Housing Services, LLC for lotteries are incomplete and not included in lotteries. Please take the time to read the application and submit all required documentation. It is your responsibility to provide the correct documentation. It does not matter if you were the first application or the last application received, we will NOT review applications until AFTER the posted deadline.**
- 2. Read the NOTES on the Required Personal Identification and Income Verification Documents. Failure to do so could mean the difference between a complete and incomplete application as well as eligibility for a unit.**
- 3. All financial documentation is required from all household adults aged 18 or older. No exceptions.**
- 4. DO NOT ASSUME you do not need to provide a certain document. When in question call or email BEFORE you submit your application.**
- 5. Do NOT forget to include statements from Robinhood or any other online investment accounts. They are considered part of your assets. If you have an open account, you must provide statement whether there are any funds in the account or not.**
- 6. If you are unable to provide specific information, then submit a note with your application explaining the circumstances. This will not guarantee your application will be included in the lottery, but depending on the circumstances, we may be able to work with you.**
- 7. Do not take photos with your cellphone of any documentation and email it to us. The photos are not legible, and we will not accept them.**
- 8. You can fax your information, but it is not recommended. If all pages are not received your application would be considered incomplete.**

ALL FORMS MUST BE COMPLETELY FILLED OUT, SIGNED AND DATED



MCO Cottage Rentals Dunstable

LOTTERY APPLICATION – Rental Cottages

For Office Use Only:

Date Appl. Rcvd: _____

Household Size: _____

Lottery Code: _____

APPLICATION DEADLINE: TBD

PERSONAL INFORMATION:

Name: _____ Date: _____

Address: _____ Town: _____ Zip: _____

Home Telephone: _____ Work Telephone: _____ Cell: _____

Email: _____

Have you ever owned a home? _____ If so, when did you sell it? _____

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Dunstable Resident
- Employed by the Town of Dunstable, the Dunstable Public Schools, the Groton/Dunstable School District
- Employee working in the Town of Dunstable or with a bonafide offer of employment from a company located in Dunstable
- Parents with children attending the Groton/Dunstable School District

Do you have a Section 8 or other housing voucher (the units are **NOT** subsidized or income based): ____ Yes ____ No

Bedroom Size: ____ One Bedroom ____ Two Bedroom ____ Three Bedroom

Do you require a wheelchair accessible Group 2 unit? ____ Yes ____ No

Do you require any adaptations or special accommodations? ____ Yes ____ No

If Yes, Please explain: _____

The total household size is _____

Household Composition - complete for everyone that will be living in the unit.

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____



FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____

TOTAL ANNUAL INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking (average balance for 3 months) _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or _____
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____

TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Black or African American	_____	_____	_____
Hispanic or Latino	_____	_____	_____
Asian	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Native Hawaiian or Pacific Islander	_____	_____	_____
Not White	_____	_____	_____



SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable cottage at MCO Cottage Rentals Dunstable. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____ Date: _____
Applicant(s)

Signature _____ Date: _____
Co-Applicant(s)

Refer to page ___ for submission information



MCO Cottage Rentals Dunstable

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at MCO Cottage Rentals – Dunstable, MA through the Mass Department of Housing and Community Development:

1. The gross annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4	5	6
Max Gross Allowable Income	\$66,300	\$75,750	\$85,200	\$94,650	\$102,250	\$109,800

Income from all family members, over the age of 18, must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility.
3. The household size listed on the application form includes only and all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified, and additional financial information may be required, verified and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we will be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to lease an affordable unit at Hanover Wellesley.
7. Program requirements are established by DHCD and are enforced by the Project's Monitoring Agent and, as necessary, DHCD. I/We agree to be bound by whatever program changes may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by the Monitoring Agent or, as necessary, DHCD is final.
8. Affordable units may not be leased to individuals who have a financial interest* in the development or to a Related Party,** or to their families. I/we certify that no member of our household has a financial interest in this Project, is a Related Party, or is a family member of someone who has a financial interest or is a Related Party.

***"Financial interest"** means anything that has a monetary value, the amount of which is or will be determined by the outcome of the Project, including but not limited to ownership and equity interests in the Developer or in the subject real estate, and contingent or percentage fee arrangements; but shall not include third party vendors and contractors.

****Related Party** means:



1. any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Developer, as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
2. any person that is an officer of, member in, or trustee of, or serves in a similar capacity with respect to the Developer or of which the Developer is an officer, member, or trustee, or with respect to which the Developer serves in a similar capacity, as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
3. any person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the Developer, or of which the Developer is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the Developer has a substantial beneficial interest (10% or more) , as well as any spouse of such person or "significant other" cohabiting with such person, and any parent, grandparent, sibling, child or grandchild (natural, step, half or in-law) of such person;
4. any employee of the Developer; and
5. any spouse, parent, grandparent, sibling, child or grandchild (natural, step, half or inlaw) of an employee of the Developer or "significant other" cohabiting with an employee of the Developer.

9. I/We understand there may be differences between the market and affordable units and accept those differences.
10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at MCO Cottage Rentals Dunstable. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

Refer to page ____ for submission information

**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each that are applicable, and provide the documents, or write N/A if not applicable and return this sheet with your application.

1. ____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
2. ____ One form of identification for all household members, i.e. birth certificates, driver's license, etc.
3. ____ If you qualify for the Local Preference Pool, provide a copy of utility bills, voter registration etc.
4. ____ If you require a Special Accommodation you must request as part of your application and if documentation is required, i.e. doctors letter, it MUST be included with the application.
5. ____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the past 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, bi-weekly or monthly.
6. ____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
7. ____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support. See attached form.
8. ____ If you are self-employed you MUST provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.
9. ____ Federal Tax Returns – 2022 (NO STATE TAX RETURNS)
 - **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.



- **NOTE:** If you did not submit a tax return for the 2018 and 2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on irs.gov.
- **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on irs.gov.

10. _____ W2 and/or 1099-R Forms: 2022

11. _____ Interest, dividends and other net income of any kind from real or personal property.

12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:

- _____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE – FRONT AND BACK.

NOTE: If you have cash deposits or non payroll or income deposits you MUST identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.

NOTE: Do NOT provide a running transaction list of activity. You must provide the individual statements.

- _____ Pre-paid debit card statements – current month.

NOTE: This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.

NOTE: If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at

<https://www.usdirectexpress.com/>.

- _____ Saving accounts – last three months of full statements

NOTE: If you have cash deposits or non payroll or income deposits you MUST identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.

NOTE: Do NOT provide a running transaction list of activity. You must provide the individual statements.

- _____ Revocable trusts
- _____ Equity in rental property or other capital investments
- _____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds, Money Market, Robinhood and all online accounts, etc.
- _____ Retirement accounts, IRS, Roth IRS, 401K, 403B, etc for all current and past jobs
- _____ Cash value of Whole Life or Universal Life Insurance Policy.
- _____ Personal Property held as an investment
- _____ Lump-sum receipts or one-time receipts

13. _____ Proof of student status for dependent household members over age of 18 and full-time students. Letter from High School or College providing student status, full time or part time for current or next semester.



14. ____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.

15. ____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets. If not provide then the all household income and assets will be counted even if one adult will not be living in the unit.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery. We also understand that in such an event we will be notified after the application deadline that our application is incomplete. We also acknowledge that MCO Housing Services, LLC will not make any changes to our application before the deadline date.

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

Refer to page ____ for submission information



MCO Cottage Rentals
Dunstable, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, MCO Cottage Rental Dunstable, LLC Leasing Office, or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information and directs any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, MCO Cottage Rental Dunstable, LLC Leasing Office, or any of its assignees and consequently the Project Administrator, for the purpose of determining income eligibility for MCO Cottage Rentals in Dunstable, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application
2. Signed and dated Affidavit and Disclosure Form
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form
4. All required financial documentation
5. Complete, signed and dated *Release of Information Authorization Form*
6. Proof of Local Preference
7. Special Accommodation Income, if needed

RETURN ALL, postmarked on or before the ____ tbd ____ application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451
Overnight mailing address: 206 Ayer Road, Harvard, MA 01451
Phone: 978-456-8388
FAX: 978-456-8986
Email: lotteryinfo@mcohousingervices.com
TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, make sure you go into the Post Office and have them date stamp and mail. As I understand, mail that is sent to the central sorting facility may use bar codes so we would have no idea when the application was mailed and it can take longer for MCO to receive. If we receive an application after the deadline that has a barcode it will be counted as a late application and will not be included in the lottery.





your resource for Affordable Housing



AFFORDABLE RENT SCHEDULE

YEAR: 2023 Income Limits
PROPERTY: MCO Cottage Rentals Dunstable
FMR AREA: Lowell
FINANCING PROGRAM: DHCD
Utility Allowance: Lowell, MA As of: 10/1/2022

* 30% of Median

Lowell	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance*	Final Rent
1 Bedroom	2	\$75,750	\$6,313	\$1,894	\$280	\$1,614
2 Bedroom	3	\$85,200	\$7,100	\$2,130	\$344	\$1,786
3 Bedroom	4	\$94,650	\$7,888	\$2,366	\$421	\$1,945

Tenant Paid Utilities --- Per Bedroom Count			
	One	Two	Three
Heat Electric	\$132	\$158	\$199
Cooking-Electric	\$20	\$26	\$32
Other Electric	\$70	\$93	\$116
Water Heat - Electric	\$24	\$33	\$40
Water	\$34	\$34	\$34
Total	\$280	\$344	\$421



FY 2023 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](https://www.hud.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Lowell, MA HUD Metro FMR Area	\$132,400	Very Low (50%) Income Limits (\$) Click for More Detail	46,350	53,000	59,600	66,200	71,500	76,800	82,100	87,400
		Extremely Low Income Limits (\$) * Click for More Detail	27,800	31,800	35,750	39,700	42,900	46,100	49,250	52,400
		Low (80%) Income Limits (\$) Click for More Detail	66,300	75,750	85,200	94,650	102,250	109,800	117,400	124,900

NOTE: **Dunstable town** is part of the **Lowell, MA HUD Metro FMR Area**, so all information presented here applies to all of the Lowell, MA HUD Metro FMR Area. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Lowell, MA HUD Metro FMR Area.

The **Lowell, MA HUD Metro FMR Area** contains the following areas: Billerica town, MA; Chelmsford town, MA; Dracut town, MA; Dunstable town, MA; Groton town, MA; Lowell city, MA; Pepperell town, MA; Tewksbury town, MA; Tyngsborough town, MA; and Westford town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2022 Median Family Income and Income Limits for Lowell, MA HUD Metro FMR Area](#)

Select a different county or county equivalent in Massachusetts:

- Dighton town
- Douglas town
- Dover town
- Dracut town
- Dudley town
- Dunstable town

Select any FY2023 HUD Metropolitan FMR Area's Income Limits:

Or press below to start over and select a different state:

Allowance for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 7/31/2022)

Locality		Lowell Housing Authority - X870999 National Grid			Unit Type Single Family Detached		Effective 10/01/2022
							Expires 09/30/2023
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	80	108	130	163	185	215
	b. Electric	97	132	158	199	225	262
	c. Bottle Gas	150	203	243	306	346	402
	d. Oil	137	185	222	280	316	368
	e. Heat Pump						
Cooking	a. Natural Gas	9	11	15	19	23	25
	b. Electric	16	20	27	33	41	45
	c. Bottle Gas	16	21	28	35	43	47
Other Electricity		54	70	93	116	143	154
Air Conditioning		21	27	36	44	53	59
Water Heating	a. Natural Gas	11	14	19	23	29	31
	b. Electric	19	24	33	40	50	54
	c. Bottle Gas	20	26	35	43	54	58
	d. Oil	19	24	32	40	49	53
Water		34	34	34	34	34	38
Sewer		71	71	71	71	71	79
Trash Collection							
Other -- specify							
Range/Microwave		5	5	5	5	5	5
Refrigerator		4	4	5	6	6	7
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.					Utility or Service		per month cost
Head of Household Name Unit Address Number of Bedrooms					Heating		\$
					Cooking		
					Other Electric		
					Air Conditioning		
					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Range/Microwave		
					Refrigerator		
Other							
Total		\$					



your resource for Affordable Housing



**MCO Cottage Rentals
Pleasant Street
Dunstable, MA**



RENTS:

- 1 One Bedroom Cottage—\$1,614**
- 6 Two Bedroom Cottages—\$1,786**
- 4 Three Bedroom Cottages—\$1,945**
- Tenant Responsible for all Utilities**
- Fully Applianced Kitchens**
- In Unit Washer & Dryer Hook Ups**
- Smoke Free**

NEW CONSTRUCTION

Fantastic NEW Cottages for RENT by Town Center in Beautiful Town of Dunstable MA.

For program information:

Contact: MCO Housing Services

Call: 978-456-8388

FAX: 978-456-8986

**Application Pick up: Dunstable Town Hall &
Public Library, Leasing Office**

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

Visit our Website:

MCOHousingServices.com

**Sign up for future offerings and
available listings.**





your resource for Affordable Housing



Unit Information

of BR: 1, 2 & 3
Baths: 1.5—2
Parking: 2 car parking
Size of Home: 1,152 to 1,408 sq. ft.
Appliances Fully applianced kitchen,
hookups for washer and dryer

- Rental Homes Distributed by Lottery
- Language/translation assistance available, at no charge, upon request.

Eligibility Criteria

1. Gross Household Income Limits at 80% AMI:

- 1 person household: \$66,300
- 2 person household: \$75,750
- 3 person household: \$85,200
- 4 person household: \$94,650
- 5 person household: \$102,250
- 6 person household: \$109,800

2. Actual interest/dividends or .06% of assets totaling more than \$5000, whichever is greater, is added to income for final income determination. Actual interest/dividends earned for assets up to \$5000 will be added to income to determine final income eligibility.

Public Information Meeting via Zoom

TBD

Application Deadline

TBD

Lottery via Zoom

TBD

New Construction. Individual Cottage Homes. Great Private Location

For program information:
Maureen O'Hagan
(978) 456-8388
lotteryinfo@mcohousingservices.com

Visit our Website:
MCOHousingServices.com
Sign up for future offerings
and available listings.





Dunstable Affordable Rental Homes
 Eleven (11) Cottage Style Residences
 1 to 3 Bedroom Homes
 Rents from \$1,614 to \$1,945



164 Pleasant Street—Dunstable, MA

Public Information Meeting via Zoom
TBD

Application Deadline
TBD

Lottery Date via Zoom
TBD

MAX ALLOWABLE INCOME

1 person household: \$66,300
 2 person household: \$75,750
 3 person household: \$85,200
 4 person household: \$94,650
 5 person household: \$102,250
 6 person household: \$109,800

Reasonable Accommodations Available for persons
 with disabilities
 Language/translation assistance available, at no
 charge, upon request.

For Info and Application:

Pick Up: DunstableTown Hall and Public Library
 Phone: (978) 456-8388/FAX: 978-456-8986
 Email: lotteryinfo@mcohousingservices.com
 TTY: 711, when asked 978-456-8388



Application available online at: www.mcohousingservices.com



Mark C. O'Hagan, Principal

MCO & Associates Inc. (MCO) is a multidimensional real estate development, marketing and consulting firm committed to creating superior residential communities.

Since 1990, MCO has been developing affordable housing in conjunction with local communities, builder partners and state agencies through various 40B programs. We have created nearly 750 homes, working with more than 20 municipalities. Our reputation, and success, is founded in our belief that working in collaboration with the communities we serve, creates appealing and empowering affordable housing solutions.

Building on our experience developing complex projects, we are initiating ventures including transit oriented developments, mixed use projects and rental housing. We are a results driven organization seeking new development opportunities while establishing progressive public and private partnerships.

Much of our recent work has been focused on our Craftsman Village series of projects. What follows is a list of projects that MCO & Associates, Inc. has recently initiated or completed. We are pleased to announce the start of a new cottage rental series for communities in Eastern Massachusetts.

***MCO Cottage Rentals Lancaster – Deershorn Road
Lancaster, Massachusetts***

This is the first of a series of Cottage Style Rental communities we are building. This site will feature 32 two and three bedroom rental cottages ranging in size from 1100 to 1400 square feet. We have acquired the site via a lender and the primary infrastructure is already installed. We have revamped the site plan to create a broad central green for resident usage. Homes will energy efficient and "All-Electric". Construction to start later 2022.

***The Residences at Stow Acres – Randall Road
Stow, Massachusetts***

This is a larger community to include a total of 189 housing units being developed on a portion of the Stow Acres Golf Course in Stow, MA. The project is part of a Master Plan created in conjunction with the Town of Stow in which they are acquiring lands

and have secured Conservation Restrictions on part of the existing course. There will be three distinct housing components within the project including 124 single family homes, 40 cottage rentals and 25 (62+) rental apartments. We are currently in the permitting stage with the Town and DHCD through the LIP program.

***MCO Grandview – Great Road
Acton, Massachusetts***

This is 32 unit garden style building to be sold to age restricted (55+) buyers. All 2 bedroom units are approximately 1600 square feet and the lower level offer secured parking and elevator access to all units. Developed in conjunction with LIP program from DHCD, the building will feature 8 affordable homes for income eligible applicants. Construction is intended to start in 2023.

***Craftsman Village Harvard – Ayer Road
Harvard, Massachusetts***

Craftsman Village Harvard is a new 20 unit detached condominium community which is currently under construction. The homes featured are modest, farmhouse style cottages. The first 10 homes have been completed and sold, the final 10 homes are expected to be completed by the first quarter of 2023. This affordable community was permitted through the Masshousing “Housing Starts” program.

***Tavern of the Green – 57 Main Street
Marlborough, Massachusetts***

This is a larger building featuring 73 apartments along with first floor retail and office space with subsurface parking. This property was developed by MCO & Associates, Inc. with strong support with the City and is in the process of being sold to another developer.

***Craftsman Village Acton – Main Street
Acton, Massachusetts***

The Main Street property is a modest project of 8 townhomes in two buildings. The project was a LIP through DHCD. The community was built and sold out within 8 months from the start of construction. Completed in 2021.

***Craftsman Village Grafton – Ferry Street
Grafton, Massachusetts***

This property had been initially developed by another entity that did not have the resources to build the project. The project consisted of 24 townhomes (6 affordable). We acquired with partners, redesigned the homes and successfully completed the project in 2020.

***Craftsman Village Bolton – Sugar Road
Bolton, Massachusetts***

The Sugar Road property had been previously approved as an affordable community but had an undesirable site plan as well as an uneconomic infrastructure design. The property was reduced from its original 42 homes to 30 detached condominiums. The project is in groupings of six homes focused on individual private green spaces. This project was completed in 2019

***Craftsman Village Wayland
Wayland, Massachusetts***

The Wayland project is a continuation of our Craftsman series of projects featuring cluster affordable homes in high quality communities. The project features 8 homes with market rate pricing in the mid 700's and two affordable homes. This was completed in 2016.

***Craftsman Village Hingham
Beal Street, Hingham, Massachusetts***

After an extensive search we were selected by the Town of Hingham to construct and develop a project the local Housing Trust had secured a Comprehensive Permit for. The site consists of 8 detached condominium residences reflecting our Craftsman Style home with a coastal look. The homes are walking distance to commuter rail and commuter boat services as well as the shops and restaurants at The Hingham Shipyard complex. This was completed in 2015.

***Craftsman Village at Elizabeth Brook
Boxborough, Massachusetts***

The Craftsman Village Boxborough project is a small community of 4 detached condominium residences featuring our charming craftsman style bungalows. The homes are close to all major highways and provide access to the Boxborough School System. This was a 40B with one affordable home. Completed 2014.

***Craftsman Village Needham I – High Street
Needham, Massachusetts***

The High Street project was the first of our Craftsman Village Communities. A small project with only 6 detached homes in a dynamic clustered setting features charming craftsman style bungalows. The homes are walking distance to commuter rail, shops and restaurants in Needham Heights; close to all major highways and provide access to the Needham school system. Completed 2013



RECENT COMPLETED AFFORDABLE PROJECTS

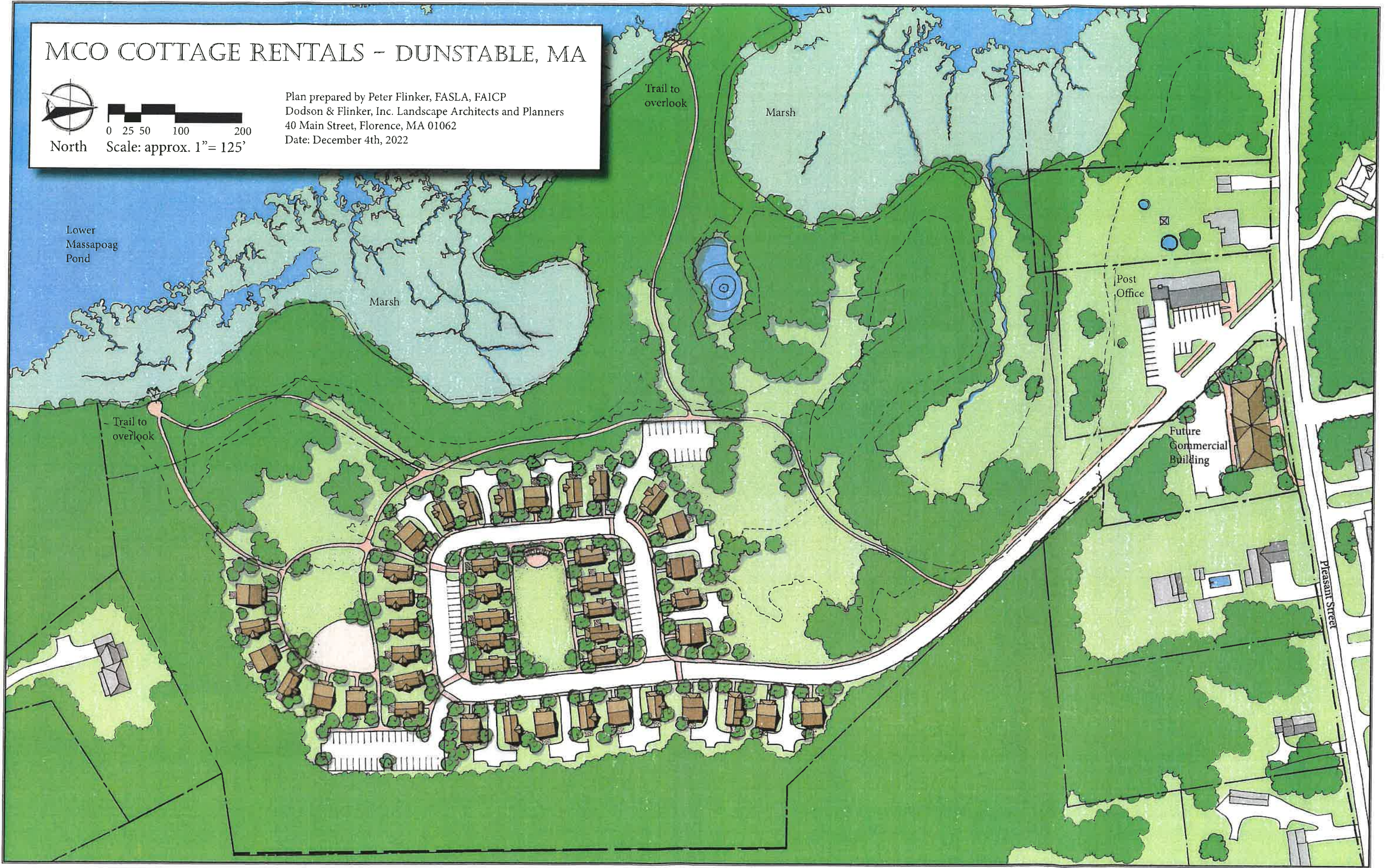
<u>Project Name</u>	<u>Address</u>	<u>Size</u>	<u>Value</u>	<u>Status</u>
Craftsman Village Harvard	361 Ayer Road Harvard, MA	20 Detached Condominiums	\$11M	Under Construction 70% Complete
Craftsman Village Acton	184 Main Street Acton, MA	8 Townhome Condominiums	\$4.8M	Completed 2021
Craftsman Village Grafton	125 Ferry Street Grafton, MA	24 Townhome Condominiums	\$9M	Completed 2020
Craftsman Village Bolton	42 Sugar Road Bolton, MA	30 Detached Condominiums	\$14M	Completed 2019
Craftsman Village Wayland	Village Way Wayland, MA	8 Townhome Condominiums	\$5M	Completed 2016

MCO COTTAGE RENTALS - DUNSTABLE, MA



North Scale: approx. 1" = 125'

Plan prepared by Peter Flinker, FASLA, FAICP
Dodson & Flinker, Inc. Landscape Architects and Planners
40 Main Street, Florence, MA 01062
Date: December 4th, 2022

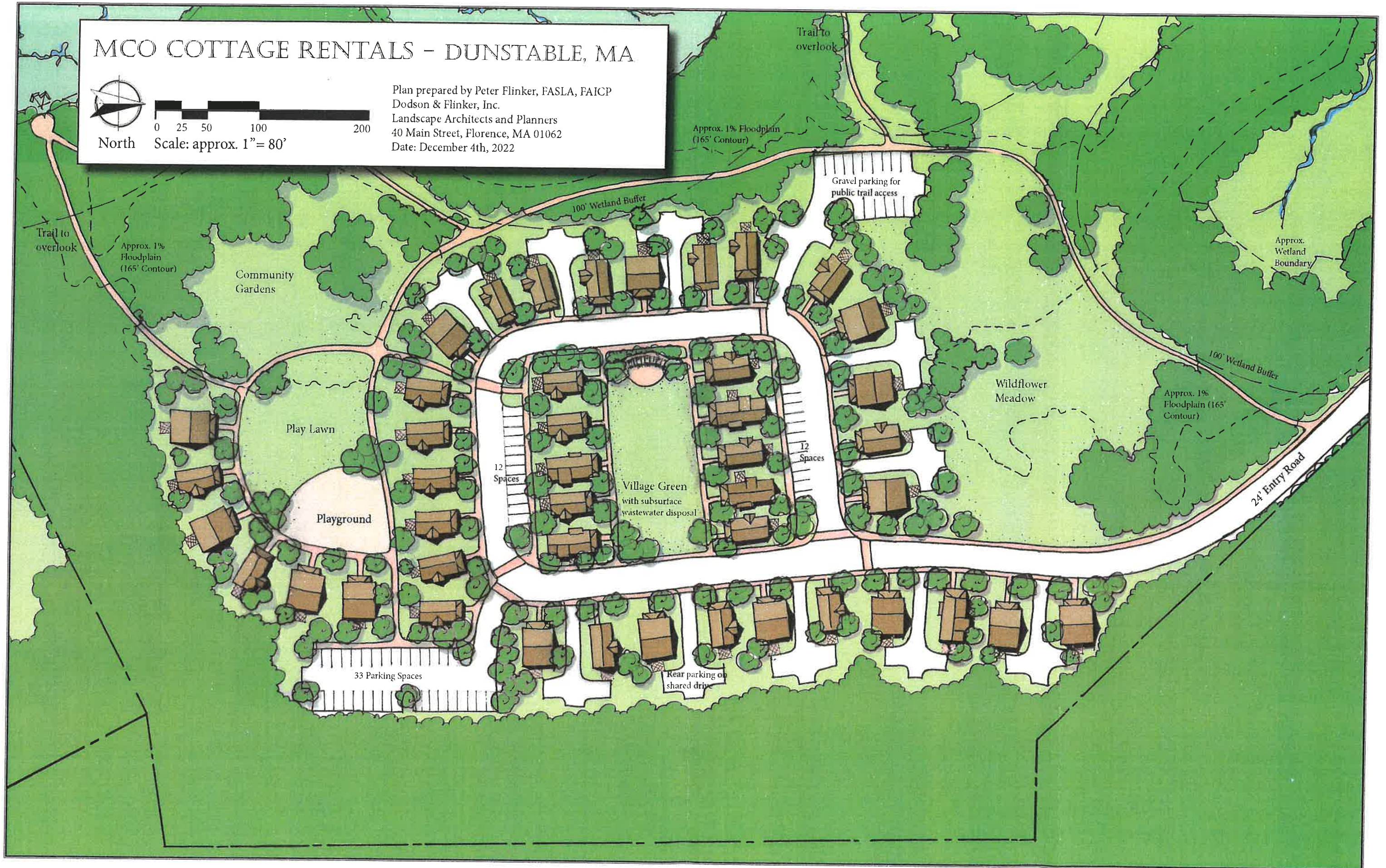


MCO COTTAGE RENTALS - DUNSTABLE, MA



North Scale: approx. 1" = 80'

Plan prepared by Peter Flinker, FASLA, FAICP
Dodson & Flinker, Inc.
Landscape Architects and Planners
40 Main Street, Florence, MA 01062
Date: December 4th, 2022





**THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF DUNSTABLE
WARRANT
SPECIAL TOWN MEETING – November 13,
2023**



Middlesex, ss.

To either of the Constables of the Town of Dunstable in the County of Middlesex:

GREETINGS

IN THE NAME OF the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town, qualified to vote in elections and town affairs, to meet at Swallow Union Elementary School, 522 Main Street in said Dunstable on Monday, November 13, 2023, at 7:00 PM, and thereafter continuing from day to day until completed, with a back-up date of November 14, 2023, at 7:00 PM in the event that inclement weather or other circumstances require a postponement, then and there to act on the following articles:

FISCAL YEAR 2022 AND 2023

ARTICLE 1 - Unpaid Bills of FY22 and FY23: To see if the Town will vote to appropriate from Free Cash (Surplus Revenue) a sum of money for the purpose of paying unpaid bills of FY2022 and FY2023, or take any action in relation thereto.

Sponsored by the Board of Selectmen

GENERAL BYLAW AMENDMENTS

ARTICLE 2 – Section 22 - Town Center Zoning Bylaw: To see if the Town will vote to amend the Zoning Bylaws by making the following additions and amendments, and to authorize the Town Clerk to make non-substantive changes to the numbering of the Zoning Bylaws as necessary, or take any action in relation thereto (insertions are underlined):

Inserting under Section C, Number 7:

8. Conversion of existing buildings for the sale of alcohol products for off premise consumption to be limited to one establishment in the TCD. The sale of nips (spirits sold

in the volume or 2oz. or less), cigarettes, and lottery tickets are prohibited.

Sponsored by the Planning Board and Board of Selectmen

ARTICLE 3 – Changing the Board of Selectmen in the Town of Dunstable to the Select Board

Special Act: To see if the Town will vote to authorize the Board of Selectmen to petition the General Court to enact special legislation to change the name of the Board of Selectmen to Select Board with references to the Board of Selectmen replaced with “Select Board” in Town Bylaws, as set forth below, and further, that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, which amendments shall be within the public purposes of said petition, or take any other action in relation thereto.

AN ACT CHANGING THE BOARD OF SELECTMEN IN THE TOWN OF DUNSTABLE TO THE SELECT BOARD

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1: Notwithstanding any general or special law to the contrary, the executive body of the town of Dunstable, previously known as the board of selectmen, shall be known as the select board and shall have the powers and authority of a board of selectmen under any general or special law, by-law of the town, or any rule or regulation applicable thereto. The members of the select board, previously known as selectmen, shall be known as select board members.

SECTION 2: Notwithstanding sections 21 and 32 of chapter 40 of the General Laws and section 5 of chapter 40A of the General Laws or any general or special law to the contrary, the select board of the town of Dunstable may amend the general and zoning by-laws of the town by majority vote to revise all references to the board of selectmen and its members to select board and select board member, respectively, in accordance with section 1.

SECTION 3. This act shall take effect upon its passage.

Sponsored by the Board of Selectmen

ARTICLE 4 – Groton Dunstable Regional High School PFAS Mitigation Project: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow, or otherwise provide a sum of money in order to pay for the financing, planning, designing, permitting, and constructing of water infrastructure improvements in order to bring potable drinking water to the Groton Dunstable Regional High School and private homes, required due to per- and polyfluoroalkyl substances (PFAS) contamination in ground water supply sources, and all other costs incidental and related thereto, or take any other action in relation thereto.

Sponsored by the Board of Selectmen and Advisory Board

And furthermore, in the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Dunstable who are qualified to vote in Town affairs, to meet at the Dunstable Public Library on Thursday, November 30, 2023, between the hours of 12:00 PM to 8:00 PM, to cast their ballots for the following ballot question:

Question 1:

Shall the Town of Dunstable be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to pay for the financing, planning, designing, permitting, and constructing of water infrastructure improvements in order to bring potable drinking water to the Groton Dunstable Regional High School and private homes, required due to per- and polyfluoroalkyl substances (PFAS) contamination in ground water supply sources, and all other costs incidental and related thereto?

Yes _____

No _____

And you are hereby directed to serve this warrant, by posting attested copies thereof, one at the Post Office and one at the Town Hall in said Dunstable fourteen days at least before the time of holding such Town Meeting.

Hereof fail not, and make due return of this warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting as aforesaid.

Given under our hands this _____ day of _____, two thousand and twenty-three.

DUNSTABLE BOARD OF SELECTMEN

Ron Mikol

Leah D. Basbanes

Kieran Meehan

A true copy.

Attest:

Brynn Durno, Town Clerk

DATE: _____, 2023

I have served this warrant by posting attested copies thereof, one at the Post Office and one at the Town Hall _____ days before said meeting.

Date

Constable