

TOWN OF LEXINGTON, MASSACHUSETTS 02420

1625 MASSACHUSETTS AVENUE

LEXINGTON CABLE ACCESS AGREEMENT

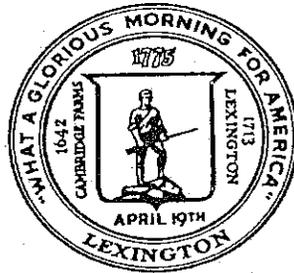
Between the

TOWN of LEXINGTON

and

LEXINGTON COMMUNITY MEDIA CENTER d/b/a LEXMEDIA

January 1, 2011 – June 30, 2014



LEXINGTON CABLE TELEVISION ACCESS AGREEMENT

This Agreement is made as of this _____ day of _____, 2010 by and between the TOWN of LEXINGTON ("TOWN" or "Issuing Authority"), a municipal corporation, and Lexington Community Media Center, d/b/a LEXMEDIA, (LEXMEDIA), a non-profit corporation duly established under the laws of Massachusetts.

Whereas, the TOWN desires to provide support for the use of public, educational, and government ("PEG") access channels, facilities, programming and services provided pursuant to federal law; and,

Whereas, the TOWN has granted licenses to Comcast of Massachusetts I, Inc. ("Comcast"), RCN-BECOCOM, L.L.C. ("RCN") and Verizon New England, Inc. ("Verizon") to operate cable television systems in the TOWN; and,

Whereas, the cable license agreements between the TOWN and Comcast, RCN and Verizon, stipulate that the TOWN may designate an entity to operate and administer PEG access facilities, programming, services and funding; and

Whereas, the TOWN's RFP process has resulted in LEXMEDIA being chosen as such entity.

Now, therefore, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

I. PURPOSE

The purpose of this Agreement is to insure the provision of cable television access services to Lexington residents and/or persons affiliated with Lexington institutions, businesses or agencies ("Authorized Users") who desire to use the Lexington cable television system for purposes of production and/or transmission of signals for non-commercial public, educational and/or governmental (PEG) purposes.

II. CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

FIRST, THIS AGREEMENT BETWEEN THE TOWN AND LEXMEDIA including Exhibit A, Exhibit B and Exhibit C attached hereto;

SECOND, LEXMEDIA'S PROPOSAL DATED OCTOBER 7, 2010;

THIRD, THE TOWN'S REQUEST FOR PROPOSALS (RFP) CONTRACT #10-25; and

FOURTH, COPIES OF ALL REQUIRED BONDS, CERTIFICATES OF INSURANCE AND LICENSES REQUIRED UNDER THE CONTRACT,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by officials with the authority to bind the TOWN and LEXMEDIA.

III. TERM OF AGREEMENT

3.1 Effective Date

This Agreement shall become effective on January 1, 2011 upon execution by both parties. The initial term of this Agreement will be three years and six months, with an option by the TOWN of Lexington to extend the contract for two additional three (3) year periods, provided that the Term, including all extensions, is no greater than ten (10) years. The Agreement may be extended on the performance of LEXMEDIA as evaluated pursuant to the attached RFP. Ninety (90) days prior to the expiration of a term, the TOWN shall notify LEXMEDIA of its intent to renew the contract.

IV. TERMINATION

4.1 Termination for Convenience.

The TOWN may terminate this Contract for convenience and without cause, in whole or in part, at any time by written notice to LEXMEDIA specifying the termination date. LEXMEDIA shall immediately take all practical steps to minimize its costs to terminate the work. LEXMEDIA shall be paid its actual, necessary and verifiable costs to effect termination including contract closeout costs. LEXMEDIA shall promptly submit to the TOWN its termination claim supported by detailed documentation of each cost item claimed in a form satisfactory to the TOWN. The TOWN shall provide notification to LEXMEDIA of its intent to terminate for convenience at least 120 days prior to the date of termination.

4.2 Termination for Default.

If LEXMEDIA does not deliver the Services in accordance with the Contract delivery schedule, or, if LEXMEDIA fails to perform services in the manner called for in the Contract, or if LEXMEDIA fails to comply with any other material provisions of the Contract, the TOWN may terminate this Contract in whole or in part, for default if, sixty (60) days (or such longer date as the TOWN may specify in its sole discretion) after the date of the TOWN's written notice to LEXMEDIA, the failure of the performance of LEXMEDIA has not been completely cured or LEXMEDIA has not made reasonable progress, as determined by the TOWN in its sole discretion, to cure the failure. Termination shall be effected by serving a notice of termination on LEXMEDIA's representative or agent in the Commonwealth of Massachusetts or shall be deemed served three (3) days after mailing said notice to LEXMEDIA's address by registered mail. Such notice shall set forth the manner in which LEXMEDIA is in default. LEXMEDIA will only be paid the contract price for products delivered and accepted, or service satisfactorily performed, up to and including the termination date, in accordance with the manner of performance set forth in the Contract; and any other costs shall be borne by LEXMEDIA. LEXMEDIA shall assume and bear all termination and Contract closeout costs, including those of subcontractors, suppliers and LEXMEDIA.

In the event of a default termination, the TOWN shall be entitled to withhold any payments then due or to become due to LEXMEDIA for reasonable amounts for damages suffered by the TOWN as a result of LEXMEDIA's default and to exercise any other rights or remedies available to the TOWN at law.

LEXMEDIA shall also be deemed to be in default upon the occurrence of any one or more of the following events: if LEXMEDIA is bankrupt or insolvent; if LEXMEDIA makes a general assignment for the benefit of creditors; if a trustee or receiver is appointed for LEXMEDIA, or for any of LEXMEDIA's property; if LEXMEDIA files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law; if LEXMEDIA repeatedly fails to make

prompt payments to LEXMEDIA's, suppliers, subcontractors or others for labor, materials, or equipment; if LEXMEDIA disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if LEXMEDIA fails to correct defect(s) noted during acceptance inspection(s) within sixty (60) days of notification of said defect; and if LEXMEDIA violates in any substantial way the provisions of the Contract Documents.

If it is later determined by the TOWN that LEXMEDIA was not in default, the TOWN, after establishing a new delivery schedule, may allow LEXMEDIA to continue work without increase in the contract prices, or treat the termination as a termination for convenience.

The termination of the Contract for nonperformance shall in no way relieve LEXMEDIA from any of its covenants, undertakings, duties and obligations under this Contract, nor limit the rights and remedies of the TOWN hereunder in any manner whatsoever.

V. RESPONSIBILITIES AND OBLIGATIONS

During the term hereof, LEXMEDIA shall be responsible for and obliged to perform the services as described in Exhibit A attached hereto

VI. BOARD OF DIRECTORS

The Lexington Board of Selectmen and the Lexington School Committee each shall recommend to LEXMEDIA a candidate for appointment to the Board of Directors.

VII. EMPLOYMENT AND STAFFING

7.1 Personnel Policies and Job Descriptions

LEXMEDIA shall have written personnel policies, copies of which shall be distributed to all employees and a copy of which shall be made available to the TOWN upon request. Each position shall have a clearly written job description.

VIII. PROGRAMMING

8.1 Programming

LEXMEDIA shall not be obligated to cablecast any PEG Access program that does not meet FCC technical standards. However, a decision not to cablecast a program due to technical problems shall in no way involve consideration of the content of the program. In addition, scheduling decisions for programming shall be free of consideration of program content, except for considerations of age-appropriateness at times when children may be watching. While the FCC does not control PEG Access programming content, LEXMEDIA agrees to follow the FCC's rules on Obscene, Indecent and Profane broadcasts in making its scheduling decisions.

8.2 Non-Commercial Broadcasting

The PEG access facilities shall be used for the production of non-commercial access programming. LEXMEDIA shall not sell or cablecast advertising as defined by any applicable federal or state statute or regulation. Notwithstanding the prior sentence, LEXMEDIA may acknowledge underwriting support consistent with the requirements of the Town's Licenses with its respective cable providers and law. The TOWN acknowledges that LEXMEDIA shall be able to provide some services for a fee including, but not limited to, blank tape sales, tape dubbing, and other similar services, such as charging a fee for the use of rooms and equipment, provided that

such rentals shall not interfere with LEXMEDIA's ability to meet the requirements of this contract, and further provided that no such fee shall be charged to producers of public, educational and governmental programming.

Prior to LEXMEDIA's use of commercial advertising for content distributed over the internet, LEXMEDIA shall consult with the Lexington Communications Advisory Committee to establish mutually agreed upon guidelines.

LEXMEDIA will not be held responsible for technical problems under control of the cable systems.

8.3 Copyright and Ownership

Before cablecasting video programming provided by user(s), LEXMEDIA shall require those providing this programming to obtain rights to all material cablecast and clearance from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by LEXMEDIA. LEXMEDIA shall maintain for inspection upon reasonable notice by the TOWN and for the term of the applicable statute of limitations, copies of all such user agreements. LEXMEDIA shall own the copyrights of any programs that it may produce from time to time. Copyrights of programming produced by the public shall be held by such person(s) who produce said programming. LEXMEDIA shall require that all programs produced with funds, equipment, facilities, or staff granted under this agreement shall be distributed on the channels whose use is authorized by this agreement. This paragraph shall not be interpreted to restrict other distribution so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.

8.4 No Censorship

It is the TOWN's intention that there be no censorship of program content on the part of the TOWN. LEXMEDIA shall have control of the program content to the extent allowed by applicable federal and state law. LEXMEDIA shall keep facilities, services, and channels open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws.

IX. EQUIPMENT AND FACILITIES

9.1 Ownership and Record of Purchase

Any equipment and furnishings purchased by LEXMEDIA with funds provided pursuant to this Agreement shall become the property of the TOWN. LEXMEDIA shall keep on file a copy of each invoice describing equipment purchased and shall execute any documents requested by the TOWN to indicate the TOWN's ownership of such equipment. Notwithstanding the foregoing, LEXMEDIA shall give the TOWN twenty (20) business days' advance written notice of its intent to purchase any equipment in excess of \$25,000.00. If LEXMEDIA does not receive written objection from the TOWN within twenty (20) business days regarding such intended purchase, LEXMEDIA may purchase such item, provided that such item is promptly listed on the quarterly equipment list as required herein. In the event of emergency situations where cablecasting is, or threatens to be, compromised, such equipment may be purchased with verbal approval of the Town Manager.

9.2 Sale of Equipment

No equipment shall be sold, otherwise transferred, or discarded without the prior written approval of the TOWN.

9.3 Maintenance and Insurance

LEXMEDIA shall be responsible for repair and maintenance of all equipment during the term hereof and to insure such equipment as further provided under Paragraph XII hereof. If LEXMEDIA determines that equipment or other property cannot be repaired, LEXMEDIA shall obtain written concurrence from the TOWN prior to disposing of the equipment or other property.

X. PAYMENT

10.1 Payments

In exchange for providing services under this Agreement, LEXMEDIA will be compensated in the amounts as shown in the current schedule of payments attached as EXHIBIT B.

XI. INDEMNIFICATION AND LIABILITY

LEXMEDIA hereby releases and covenants to defend and hold harmless the TOWN, its officers, agents, employees, Lexington Communications Advisory Committee ("CAC") members, representatives, and volunteers of and from any and all causes of actions, claims, demands, damages, costs, losses of service, expenses and compensation on account of or in any way arising from, directly or indirectly, personal injuries or property damage resulting from or claimed to result from any act or omission of LEXMEDIA, its officers, employees, volunteers, agents, representatives and invitees, related to LEXMEDIA's activities, operations, and its provision of cable television access services pursuant to this Agreement, unless due solely to acts of commission or omission by the TOWN, its officers, agents, employees, CAC members, representatives, and volunteers.

LEXMEDIA further agrees to protect and defend the TOWN, its officers, agents, representatives, employees and CAC members against any claim for damages, costs, loss of service, expenses and compensation, or other claim resulting from or claimed to result from activities undertaken by LEXMEDIA, its officers, employees, agents, representatives, volunteers, and invitees and to indemnify, reimburse or make good to the TOWN, its officers, agents, representatives, and employees any loss, damage or cost, including attorneys' fees, the TOWN, its officers, agents, representatives or employees, may have to pay if any claim arises from such activities, unless due solely to acts of commission or omission by the TOWN, its officers, agents, employees, CAC members, representatives, and volunteers.

XII. INSURANCE

12.1 Coverage for Term of Contract

LEXMEDIA shall, at all times during the term of this Agreement maintain professional liability insurance comparable to broadcast liability insurance and comprehensive public liability insurance, which shall include the broad form comprehensive general liability endorsement covering LEXMEDIA's activities, including, but not limited to, construction of access facilities, operations and its provision of cable access television services pursuant to this Agreement. Such

policies shall be written by a responsible company qualified and admitted to do business in Massachusetts and in good standing therein. The policies provided for herein shall specifically cover the indemnity provisions in the preceding Section.

LEXMEDIA shall be considered in default of this agreement if any of the required insurance coverage's expires, lapses or is otherwise not valid.

12.2 TOWN as Co-Insured or Additional Insured

The TOWN shall be named as a co-insured or additional insured on all aforementioned insurance coverage's. All insurance certificates shall provide that the policies shall not be cancelled without at least thirty (30) days written notice to the TOWN.

12.3 Notification of Coverage

LEXMEDIA shall deposit with the TOWN copies of certificates of insurance naming the TOWN as an additional insured within ten (10) days of the execution of this Agreement. Actual certificates of insurance shall be deposited with the TOWN within thirty (30) days of the date of this agreement, and thereafter within ten (10) days prior to the expiration of any such policies. LEXMEDIA shall deposit copies of successor certificates of insurance with the TOWN on an annual basis within ten (10) days of renewal of policies.

12.4 Insurance Coverage

Comprehensive Liability Insurance: LEXMEDIA shall obtain comprehensive liability coverage including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits for such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, occurrence and \$2,000,000 aggregate; (2) property damage, \$1,000,000 for each occurrence and \$2,000,000 aggregate.

Equipment Insurance: Replacement cost insurance coverage shall be maintained on all equipment and facilities including fixtures, funded in whole or in part under this Agreement. Insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.

Workers' Compensation Insurance: Full Workers' Compensation Insurance and Employer's Liability with limits as required by Massachusetts law.

Cablecasting Errors and Omission Insurance: Insurance shall be maintained to cover the content of productions which are cablecast on the access channels in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.

XIII. MISCELLANEOUS PROVISIONS

13.1 Successors and Assigns

Subject to the provisions of Section 12.2, below, the TOWN and LEXMEDIA each binds itself, its partners, successors, assigns, and legal representatives to the other party.

13.2 Assignment by LEXMEDIA

LEXMEDIA shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the TOWN. Any assignment, subletting, or transfer by LEXMEDIA in violation of this Paragraph shall be void and without force or effect.

13.3 Entire Agreement

This Agreement represents the entire and integrated agreement between the TOWN and LEXMEDIA with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both the TOWN and LEXMEDIA.

13.4 Contract Monitoring

This Agreement shall be monitored by the CAC under the direction of the Town Manager.

13.5 Limited Liability

No officer, director, member, official, employee, volunteer participant or other principal, agent or representative (whether disclosed or undisclosed) of the TOWN, nor any participant with the TOWN, shall be personally liable to LEXMEDIA hereunder, for the TOWN's payment obligations or otherwise, LEXMEDIA hereby agreeing to look solely to the assets of the TOWN for the satisfaction of any liability of the TOWN hereunder. In no event shall the TOWN ever be liable to LEXMEDIA for indirect, incidental or consequential damages.

No officer, director, member, official, employee, volunteer participant or other principal, agent or representative (whether disclosed or undisclosed) of LEXMEDIA, nor any participant with the LEXMEDIA, shall be personally liable to the TOWN hereunder, for the LEXMEDIA's payment obligations or otherwise, the TOWN hereby agreeing to look solely to the assets of LEXMEDIA for the satisfaction of any liability of LEXMEDIA hereunder. In no event shall LEXMEDIA ever be liable to the TOWN for indirect, incidental or consequential damages.

13.6 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13.7 No Waiver

The TOWN's review, approval, acceptance or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement and LEXMEDIA shall be and remain liable to the TOWN for all damages incurred by the TOWN as a result of LEXMEDIA's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the TOWN provided for under this Agreement are in addition to any other rights or remedies provided by law. The TOWN may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

13.8 Interpretation

If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are

included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this

XIV. EQUAL EMPLOYMENT OPPORTUNITY

14.1 In connection with the performance of the services under this Agreement, LEXMEDIA shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, gender or disability. LEXMEDIA shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

14.2 In connection with the performance of the services under this Agreement, LEXMEDIA shall not discriminate in its relationships with subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, gender or disability.

14.3 LEXMEDIA shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

XV. CERTIFICATIONS BY LEXMEDIA

By execution of this Agreement, LEXMEDIA certifies that:

15.1 LEXMEDIA has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

15.2 No Subcontractor or sub consultant to LEXMEDIA has given, offered or agreed to give any gift, contribution or offer of employment to LEXMEDIA or to any other person, corporation, or entity as an inducement for, or in connection with, the award of a contract by LEXMEDIA to such subcontractor or sub consultant.

15.3 No person, corporation or other entity, other than a bona fide full time employee of LEXMEDIA, has been retained or hired by LEXMEDIA to solicit for or in any way assist LEXMEDIA in obtaining this Agreement upon agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to LEXMEDIA.

15.4 LEXMEDIA shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

XVI. TAXES

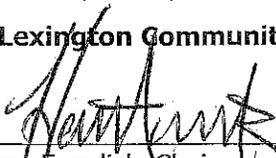
By execution of this Agreement LEXMEDIA, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who have signed this Agreement on LEXMEDIA's behalf, filed all state tax returns and paid all state taxes required under law.

XVII. CONFLICT OF INTEREST

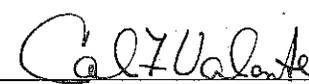
LEXMEDIA acknowledges that the TOWN is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and LEXMEDIA agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of LEXMEDIA based on said statute.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

Lexington Community Media Center

By:  12/30/2010
Harry Forsdick, Chair

TOWN of Lexington

 1/3/2011
Carl F. Valente, TOWN Manager

Approved as to the availability of funds:


Robert N. Addelson, Comptroller

Exhibit A

Scope of Services

BASIC SERVICES

Programming Requirements: LEXMEDIA shall provide the following services to the TOWN. LEXMEDIA's response to Section 4 of the TOWN of Lexington's Request for Proposal, Contract #10-25 are incorporated into Exhibit A by reference unless noted below.

Any individual working with LEXMEDIA equipment and/or providing LEXMEDIA with content shall meet the following requirements: 1) be a member of LEXMEDIA 2) be trained on any equipment to be used 3) have signed and acknowledged LEXMEDIA's Volunteer Standards Policy and 4) be supervised, as appropriate.

1. Public Access Programming: LEXMEDIA shall provide for public access programming and distribution in compliance with all applicable state and federal statutes and regulations. The components of Public Access Programming shall include the following:
 - a) Training in television production and media communications
 - b) Technical support to producers
 - c) Access to equipment and facilities needed to produce such programs
 - d) Access to time slots on channels provided for cable casting of programs
 - e) Maintenance of the program schedule
 - f) Maintenance of equipment needed to produce such programs
 - g) Promotion of programs
 - h) Oversight of facilities
2. Educational Access Programming: LEXMEDIA shall produce Educational Access programming pursuant to policies and guidelines mutually agreed upon by LEXMEDIA and the Lexington Public Schools, and assume such other responsibilities related to this production as LEXMEDIA and the Superintendent of Schools may mutually agree upon. Other educational programming shall be cablecast by LEXMEDIA after priority is given to programming related to the Lexington Public Schools. The components of Educational Access Programming shall include the following and shall be provided through a combination of LEXMEDIA's paid staff and volunteers:
 - a) Produce and broadcast programs about the activities and events of the Lexington Public Schools including, but not limited to, scholastic affairs, sports, performing arts, sciences, academic competitions, PTO meetings and community education.
 - b) Broadcast student produced programs.
 - c) Produce and broadcast programs activities of other education institutions in Lexington
 - d) Recruit and supervise students for internships at LEXMEDIA
3. Governmental Access Programming: LEXMEDIA shall produce Governmental Access programming in consultation with the TOWN Manager and assume such other responsibilities related to this production as LEXMEDIA and the TOWN Manager mutually agree upon.

LEXMEDIA shall cablecast all annual and special TOWN Meetings, the TOWN Meeting Members' Association (TMMA) public informational meetings held prior to TOWN Meetings, and all regularly scheduled meetings of the Board of Selectmen, School Committee and Planning Board.

Such cablecasting shall include an initial live cablecast and subsequent cablecasts of each Governmental meeting on a delayed basis a minimum of three additional times within the week following the meeting, at varying times of day. A meeting may be shown twice on one day provided that said meeting is shown on three different days during the week. All such repeated cablecasts shall be shown beginning between 8:00 AM and 10:00 PM.

Further, LEXMEDIA shall record, cablecast and offer "On Demand" coverage of additional regularly scheduled meetings and community events other than those currently described above (see RFP Bid Alternate B), estimated at 98 meetings per year and consisting of the following. LEXMEDIA shall be responsible for monitoring the Town Clerk's postings of meetings described in items a) through d) below to determine the date, time and location of meetings to be cablecast.

- a) The Board of Appeals
- b) Historical Commission
- c) Historic Districts Commission
- d) Conservation Commission
- e) Other Governmental meetings

Regarding Other Governmental meetings in item e) above, requests of LEXMEDIA by the TOWN to cablecast such meetings shall be made by the TOWN Manager, or his designee, at a reasonable time in advance of the meeting to allow LEXMEDIA time to arrange for allocation of time in staff schedules and equipment, if portable field equipment is needed. LEXMEDIA shall make reasonable efforts to accommodate such request of the Town Manager.

4. Baseline Programming: For the first 3 months from the effective date of the contract, LEXMEDIA shall cablecast at least the same number of hours of original programming per month as the previous Provider did as of the end of the previous contract. This requirement does not limit the right of LEXMEDIA to move any part of this Baseline Programming among the three PEG Access channels as it sees fit.
5. Bulletin Board: LEXMEDIA shall provide a "bulletin board" on access channels for the purposes of announcing programming and cable television access services, making public service announcements and allowing the TOWN departments or the schools to make certain announcements, or for such other purposes as are reasonably necessary or appropriate. LEXMEDIA shall take care to ensure that the announcements on the bulletin board are updated regularly and appropriately so that it functions efficiently and that the information provided to the public is accurate and timely and adheres to applicable federal and state laws and regulations.

6. Outreach:

- a) LEXMEDIA shall post the upcoming weekly programming schedule on LEXMEDIA's website, on LEXMEDIA's Community Bulletin Board and in at least one Lexington-based Newspaper. Initially this shall be the Lexington Minuteman.
- b) LEXMEDIA shall distribute quarterly press releases to the local media (e.g., local newspapers and on-line publications) advertising training opportunities. In addition, LEXMEDIA shall advertise such training opportunities on its website, the seasonal Lexington Community Education brochure and on the Lexington List email list.
- c) LEXMEDIA shall send quarterly Press Releases informing the citizens of Lexington about the mission of LEXMEDIA including channel time, and production and equipment opportunities. These Press Releases shall be distributed to the local media (e.g., local newspapers and on-line publications) as well as posted on LEXMEDIA's Community Bulletin Board and LEXMEDIA's website.
- d) LEXMEDIA management shall attend ongoing conferences, classes and workshops in PEG management and access TV technology held by the Alliance For Community Media and Mass Access. LEXMEDIA's staff shall also attend regional technical and trade shows and other educational opportunities as time and resources allow. LEXMEDIA staff shall collaborate when appropriate with PEG Access providers in the region, with the goal of creating more PEG Access opportunities for the Lexington Community.
- e) As part of the ongoing outreach initiatives, LEXMEDIA's staff shall hold open houses, attend community events, and engage directly with community groups.
- f) Each year, LEXMEDIA shall hold multiple series of classes to train members. Each series includes the orientation class, portable production class, studio production class and editing class.
- g) LEXMEDIA shall offer training to the Town of Lexington Boards and Committees. This training shall be about proper microphone usage and best practices for holding a meeting as a TV production. This instruction shall be offered in the spring and then one or two times per year as needed or requested. LEXMEDIA shall record this training session for viewing through the onDemand capability on LEXMEDIA's website. Training shall be arranged through the TOWN Manager's office.
- h) LEXMEDIA shall provide a Community Bulletin Board system (CBB) on the cable systems for the TOWN government, non-profits, civic groups and the educational system to use. This CBB shall be scheduled as a program at a minimum of twice a day and shall also play between programming.

- i) LEXMEDIA shall create and maintain a website that provides Internet access to LEXMEDIA's PEG channels through onDemand access as well as live streaming, shows the programming schedule for all three PEG channels at least one week in advance and lists training opportunities at LEXMEDIA.

7. Policies and Operations

LEXMEDIA shall manage funds designated for PEG Access television; schedule PEG Access cablecasting; manage and maintain PEG Access facilities and equipment; and be responsible for ensuring an acceptable level of technical quality of all programs cablecast on its system, pursuant to FCC regulations.

LEXMEDIA shall develop and maintain operating policies and procedures governing its financial operations, personnel, membership, training requirements, volunteer supervision, management of access facilities and equipment, outreach activities, and the frequency and scheduling of programming. LEXMEDIA Board of Directors shall periodically review and make improvements to LEXMEDIA's policies and procedures.

LEXMEDIA shall publish on the website standards and protocols for volunteers who participate in production of PEG programming at LEXMEDIA.

Upon request from the Town Manager, LEXMEDIA directors and staff shall make themselves available to advise the TOWN on matters concerning PEG Access.

LEXMEDIA shall actively recruit and train volunteers. Paid staff shall be responsible for supervision of all volunteers while such volunteers are in the studio or on location. LEXMEDIA shall develop standards and protocols for volunteers who participate in the production of Public, Educational or Governmental programming. LEXMEDIA shall be held responsible and liable for actions of volunteers and shall purchase insurance in coverages and amounts required under Section XII of the Lexington Cable Access Agreement between the TOWN of LEXINGTON and LEXMEDIA of which this Exhibit is a part.

8. Programming Log

LEXMEDIA shall maintain a log of all programming cablecast on the PEG channels, and a record of PEG producers. Logs shall be available for public inspection and retained by LEXMEDIA for a minimum of three years.

9. Fine Grain Indexing of Recordings of Meetings

LEXMEDIA shall perform the tasks needed to capture and enter the information to allow searching on the contents of the onDemand archive. Returned results shall refer to points within a recorded program. Clicking on one of the returned results will start playback of the video from a point that corresponds to the agenda item or other section title. Initially, fine grain indexing will only be performed for meetings where there is a town employee taking minutes. The town-employed recording secretary will provide index points. For meetings where there is no town-employed recording secretary, the Town and LEXMEDIA shall develop a process for capturing index points and transmitting them to LEXMEDIA.

10. Long Term, Off-Site Storage Requirements

This section addresses topics covered in section 4.9 ("Long Term Storage/On Demand/Search Requirements") and section 4.10 ("Off Site Storage") of the Town of Lexington Request for Proposal #10-25.

Broadcast quality copies of all Public, Governmental and Educational Programming for which LEXMEDIA holds copyright shall be copied to a Backup Archive Server no later than one week after the recording date and shall remain in the archive for the life of the Lexington Cable Access Agreement between the TOWN of LEXINGTON and LEXMEDIA.

The Backup Archive Server will be located at a facility that is sufficiently separated from the Primary Video Server in Kline Hall so that it is isolated from the effects of fire, flood, and other disasters that may threaten the Primary Video Server. This is not meant to require recovery from regional (state- or region-wide) disasters.

LexMedia shall develop a method of reinstalling content from the Backup Archive to the Primary Video Server. LexMedia will make every effort to restore content to the Primary Video Server within four business days in the event of a failure.

LexMedia shall save available Governmental Programming from the past into the Backup Archive Server within six months of the effective date of this contract.

Other sections of this contract that address "Long Term, Off-Site Storage Requirements", are:

- Exhibit A, Section 12. "Facilities and Equipment"

11. OnDemand Access to Video Content

This section addresses topics covered in section 4.9 ("Long Term Storage/On Demand/Search Requirements") and section 4.10 ("Off Site Storage") of the Town of Lexington Request for Proposal #10-25.

LexMedia shall maintain an OnDemand searchable storage facility for streaming over the Internet programming for which LexMedia holds copyright. LexMedia shall use an OnDemand content management system that is available for access over the Internet 24 hours a day, 7 days a week. The system will also provide redundant offsite backup that will be maintained for the life of the contract.

The material will become available no later than one week after initial broadcast and remain available for at least 18 months. Any programming removed from the Archive shall be retrievable on request to LEXMEDIA for the life of the Lexington Cable Access Agreement between the TOWN of LEXINGTON and LEXMEDIA.

All programs in the OnDemand system will be indexed so that they may be discovered by using a search mechanism. The degree of indexing of programs will vary from just the title of the program (typically for Public and Educational programs) to a medium level of detail describing the sections of the program, such as a meeting agenda for Government programs where the event is a Town of Lexington public meeting.

Searching the OnDemand system will yield different results depending on the degree of indexing of programs. For programs that are indexed just by the words in their titles (e.g., a program on the Public Channel titled "A Tour of the Busa Farm", the value returned when the search string is "busa" will be the entire program. When that returned reference is selected, playback will commence at the start of the entire program. For programs that have additional indexing detail describing the sections of the program (e.g., a program on the Government Channel titled "Selectmen's Meeting 1/3/2011" with an agenda item of "Disposition of Busa Farm Land Purchase", the value returned will be the start of the section of the meeting where the agenda item is discussed. When that returned reference is selected, playback will commence at the point in the program where the agenda item starts to be discussed. This will allow searching for a section of a long meeting and starting playback at the beginning of the returned section.

In the event of a failure of the OnDemand system, LexMedia will make every effort to restore proper operation of this system within one business day of discovery of the failure.

LexMedia shall import available Governmental Programming from the previous OnDemand system as well as Governmental Programming that was not entered into the previous OnDemand into the OnDemand system within six months of the effective date of this contract.

Other sections of this contract that address "OnDemand Access to Video Content", are:

- Exhibit A, Section 3. "Governmental Access Programming"
- Exhibit A, Section 6. "Outreach"
- Exhibit A, Section 9. "Fine Grain Indexing of Recordings of Meetings"
- Exhibit A, Section 13. "Reporting Requirements"

12. Facilities and Equipment

LEXMEDIA shall be responsible for arranging for use of, managing and maintaining the facilities at Kline Hall, including payment for rent, for PEG Access purposes under this agreement, except that LEXMEDIA shall not be required to pay for the use of TOWN or School facilities used for PEG Access purposes.

LEXMEDIA shall take whatever precautions are necessary to protect all loaned and owned property. In particular, it shall establish a system of non-removable identity tags on all equipment and an inventory log of all loaned and owned equipment so that the whereabouts of each piece of equipment is known at all times.

LEXMEDIA shall provide public access production services to those who live, work or attend school in Lexington on a first come, first served, non-discriminatory basis, using LEXMEDIA's facility, equipment, staff and other resources as LEXMEDIA deems necessary and appropriate to fulfill community access needs. LEXMEDIA shall not provide public access production services to those who do not meet these criteria without prior approval of the Town Manager.

LEXMEDIA shall incorporate records of all existing property tags assigned into LEXMEDIA's property tag assignment register within one month of the effective date of the Lexington Cable Access Agreement between the TOWN of LEXINGTON and

LEXMEDIA of which this Exhibit is a part, and maintain such property tag assignments as part of its own property tag assignment register for the duration of the Agreement.

LEXMEDIA shall import all records in the existing inventory log within one month of the effective date of the Lexington Cable Access Agreement between the TOWN of LEXINGTON and LEXMEDIA of which this Exhibit is a part, into LEXMEDIA's own inventory log, and maintain such inventory log entries as part of its own inventory log.

LEXMEDIA shall coordinate with the TOWN of Lexington's Department of Management Information Services (MIS) on the inventory, upgrades, maintenance and security of equipment in TOWN buildings used for video production. LEXMEDIA and MIS will coordinate on a location in TOWN facilities for a 3U rack mountable Internet connected archive server. MIS shall make reasonable efforts to accommodate LEXMEDIA that will not compromise the current or future operations of the TOWN.

13. Reporting Requirements:

LEXMEDIA shall provide quarterly financial and operating reports to the Town Manager within 30 days after the end of each calendar quarter. All reports shall be accessible to the public through the Web site created and maintained by the designated PEG Access provider. These are to include:

- a) Results of fundraising and tracking to fundraising targets;
- b) Statistics on number of residents trained, TOWN Board and Committee members trained and number of hours of public programming;
- c) Number of hours by type of programming (Public, Educational, Government, and original or non-original);
- d) Number of meetings cablecast per requirements of Exhibit A, Item #2, disaggregated by individual boards, committees and town meetings and TMMA meetings.
- e) Update on offsite storage capabilities;
- f) Update for OnDemand and Indexed programming including; identifying the programs that are available (additional information such as public usage would be helpful as well);
- g) A list of equipment purchased during the quarter with each item's cost;
- h) A list of complaints received during the quarter and their dispositions.

LEXMEDIA shall provide annual financial and operating reports to the Town Manager within 60 days after the end of each contract year. All reports shall be accessible to the public through the Web site created and maintained by the designated PEG Access provider. These are to include:

- a) The results of a complete financial review of its operations in the just-completed fiscal year as conducted by an independent outside auditor. A financial audit shall be completed, and the results provided to the TOWN, every three years for the length of the contract;
- b) Inventory of all equipment with both a qualitative statement of condition and a planned date for replacement for each piece of equipment valued over \$250 as of the end of the just-completed fiscal year;
- c) Budget for the next year by category. The budget should include an item to cover the cost of replacing equipment according to the replacement plan, and a reserve for replacing equipment that unexpectedly fails;
- d) Fundraising plans for the next year to meet the fundraising targets
- e) Number of hours by type of programming planned for the next year;

- f) Plans for expanding existing services and adding new services for the next year, and planned sources of funding for this expansion;
- g) Plans for equipment upgrades for the next year;
- h) Plans for expanding training capabilities for the next year.

The operating report shall reflect input received from community members and organizations, and shall serve as a means of evaluating the performance of LEXMEDIA and identifying new goals and directions. LEXMEDIA will be scheduled to attend a subsequent Board of Selectmen meeting to summarize its annual operating report and respond to any questions that the Board may have regarding the report or the most recent public performance evaluation.

14. Performance Assessments and Evaluations

a) Quarterly Reviews

Within 30 days of receipt of LEXMEDIA's quarterly report after the end of every calendar quarter, the TOWN's Communications Advisory Committee (CAC) will review the quarterly reports submitted by LEXMEDIA as detailed above. LEXMEDIA may be asked to provide additional information or clarification.

b) Annual Reviews

Within 90 days after the end of each year in the base contract and in each extension thereof, except for the final year of the base contract or extension, the CAC will review the most recent quarterly and annual reports required from LEXMEDIA. Additional information may be requested from LEXMEDIA. When the CAC has determined the extent to which LEXMEDIA has met the contract requirements, the Chairman of the CAC will meet with the governing body of LEXMEDIA to discuss these findings, specifying areas in which LEXMEDIA has done well and areas in which improvement or change is needed.

Every year, following the review, LEXMEDIA shall attend a meeting of the Board of Selectmen to present a report of its operations, discuss its funding, and respond to any questions or concerns the Board may have.

c) Performance Evaluations in the Final Contract Years

Beginning 120 days prior to the end of the final year of the base contract and of the final year of each extension thereof, LEXMEDIA shall take part in a performance evaluation including a public hearing conducted by the TOWN. The process and conduct of the performance evaluation will be determined by the TOWN and communicated to LEXMEDIA within the first month of the evaluation period. The purpose of this evaluation is to determine whether LEXMEDIA is meeting its contractual responsibilities. It is the intent of the TOWN to use the CAC's report on the performance evaluation in making a decision on extending the contract.

d) Presentation to the Board of Selectmen

Following each performance evaluation, LEXMEDIA shall attend a meeting of the Board of Selectmen to present a report of its operations, discuss its funding, and respond to any questions the Board may have based on the evaluation report.

15. Additional Requirements

- a) Updated business and capital plans will be required for each contract extension period prior to the beginning of that contract extension.
- b) An up-to-date list of the membership of the Board of Directors shall be provided to the posted on LEXMEDIA's web site.
- c) From time to time, the Communications Advisory Committee of the Town may request Information from LEXMEDIA or request certain actions to be taken by LEXMEDIA. LEXMEDIA shall only be required to respond to requests coming from the Chairman of the Communications Advisory Committee or his/her designee.

16. Town Management Portion of Emergency Notification

In response to Section 5, Bid Alternate "D" as described on Page 18 of the Request for Proposal, Contract #10-25, LEXMEDIA shall provide the capability to superimpose a "crawl", a message across the bottom of each of the three PEG Access channels, which will allow the TOWN to put emergency information immediately in front of TOWN residents. To fulfill this capability, LEXMEDIA shall provide the equipment needed for such superimposition, and develop an access controlled web-based interface so that authorized TOWN of Lexington officials can have access to control what is scrolled across the bottom of PEG Access Channels from the Town's Central Dispatch Center located at Police Headquarters. LEXMEDIA shall train town staff in the operation of this capability. This capability shall be operational no later than December 31, 2011.

17. Streaming Of Live Meetings and Events Over The Internet

The TOWN and LEXMEDIA agree that Streaming of Live Meetings as described on Page 17 of the Request for Proposal, Contract #10-25 as BID ALERNATE "A", shall not be required on the effective date of the Lexington Cable Access Agreement between the TOWN of LEXINGTON and LEXMEDIA of which this Exhibit is a part. The TOWN and LEXMEDIA agree to hold discussions at any time during the term of the Agreement regarding the implementation of Streaming of Live Meetings and Events over the Internet.

EXHIBIT B: SCHEDULE OF PAYMENTS

In exchange for providing services under this Agreement, LEXMEDIA will be paid as follows:

	1/1/2011 to 6/30/2011	7/1/2011 to 6/30/2012	7/1/2012 to 6/30/2013	7/1/2013 to 6/30/2014
Basic Services				
Expenses	\$ 150,000	\$ 300,000	\$ 300,000	\$ 300,000
Capital	\$ 27,500	\$ 55,000	\$ 55,000	\$ 55,000
Total	\$ 177,500	\$ 355,000	\$ 355,000	\$ 355,000
Additional Services				
Cablecasting of Additional Meetings	\$ 6,825	\$ 13,650	\$ 13,650	\$ 13,650
Indexing	\$ 2,700	\$ 5,400	\$ 5,400	\$ 5,400
Town Management of a portion of Community Bulletin Board				
Start-Up Cost (equipment, Installation and Training)	\$ 5,000	\$ -	\$ -	\$ -
Annual Maintenance Fee	\$ -	\$ 1,000	\$ 2,000	\$ 2,000
Total	\$ 192,025	\$ 375,050	\$ 376,050	\$ 376,050

The amounts shown above for the contract years beginning 7/1/2011, 7/1/2012 and 7/1/2013 shall be adjusted based on the Boston Area Consumer Price Index for All Urban Consumers (CPI-U) for the prior calendar year ending December 31st, but shall not be any less than the amounts for the prior contract year.

The Town will make an initial advance payment of \$30,000 for operating expenses on or about January 4, 2011.

All invoices for services rendered by LEXMEDIA to the Town shall include a detailed description of the services performed and any expenses incurred. The invoice shall be in such form and contain such detail as the Town may reasonably require.

The Town will make all additional payments for monthly operating expenses after LEXMEDIA submits an original invoice for services rendered for the applicable time period. The Town shall make payment to LEXMEDIA for approved amounts within thirty (30) days after the town receives an invoice. The monthly operating expense payments for the final two months of the contract will be adjusted by the initial advance payment of \$30,000 made on or about January 4, 2010.

The amounts (base amount) shown above for payments for Cablecasting of Additional Meetings are for coverage of a cumulative annual total of 98 meetings of the Board of Appeals, Historical Commission, Historic District Commission, Conservation Commission, and Other Governmental meetings (as defined in Section 3 of Exhibit A) except for the first six months of the contract, which are for coverage of a cumulative total of 49 meetings. Any meeting cablecast in excess of these cumulative totals shall be charged at a rate of \$175 per meeting. The Town shall pay LEXMEDIA on a monthly basis for this service upon issuance of a monthly invoice equal to one-twelfth of the base amount, except for the first six months of the contract, which shall be based on one-sixth of the base amount.

The amounts (base amount) shown above for payments for Indexing are for coverage of a cumulative annual total of 225 cablecast meetings except for the first six months of the contract, which are for coverage of a cumulative total of 112 meetings. Any indexed meeting in excess of

these cumulative totals shall be charged at a rate of \$30 per meeting. The TOWN shall pay LEXMEDIA on a monthly basis for this service upon issuance of a monthly invoice equal to one-twelfth of the base amount, except for the first six months of the contract, which shall be based on one-sixth of the base amount.

The payment for start-up costs for Town Management of a portion of the Community Bulletin Board shall be based on monthly invoices for costs incurred by LEXMEDIA. The Town shall pay LEXMEDIA on a monthly basis for the annual maintenance fee associated with this service upon issuance of a monthly invoice equal to one-twelfth of such fee.

Payments for Capital for each period above shall be made by the TOWN, in lump sum, when all prior payments for Capital have been fully expended by LEXMEDIA. Unless otherwise provided for by a successor contract or contract extension, any unexpended balance of Capital funds paid to LEXMEDIA shall, at the expiration of the term of this agreement be repaid to the TOWN no later than sixty (60) days after expiration, or withheld from the final monthly payment for operating expenses.

All funding is subject to Town Meeting authorization of the PEG Revolving Fund. Further, the TOWN retains the sole right to cancel or renegotiate this contract if sufficient funds in the PEG Revolving Fund are not received from the cable providers.

During June of each year, LEXMEDIA shall meet with the Lexington Board of Selectmen to review the financial terms of this contract for the coming fiscal year and determine whether any financial adjustments are necessary. Said adjustments shall be in writing via a contract amendment and shall not be effective until signed by the TOWN and LEXMEDIA.

EXHIBIT C

**SUBLEASE BETWEEN TOWN OF LEXINGTON AND LEXMEDIA
COMMUNITY MEDIA, INC.**

SUBLEASE

This Sublease is dated as of January 27, 2008 between the Town of Lexington, a municipal corporation with an address of 1625 Massachusetts Avenue, Lexington, MA 02420 ("Sublandlord"), and Lexington Community Media, Inc., d/b/a LexMedia, a Massachusetts corporation with an address of 922 Waltham Street, Suite 108, Lexington, MA 02421 ("Subtenant").

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

ARTICLE 1

SUMMARY OF BASIC SUBLEASE PROVISIONS

1.1 BASIC DATA

All capitalized terms used herein shall have the meanings ascribed to them in the Prime Lease (hereinafter defined) unless otherwise defined herein.

Commencement Date:	January <u>March</u> <u>7</u> , 2008
Sublandlord:	Town of Lexington
Present Mailing Address of Sublandlord:	1625 Massachusetts Avenue Lexington, MA 02420
Subtenant:	Lexington Community Media, Inc., d/b/a LexMedia
Present Mailing Address of Subtenant:	922 Waltham Street, Suite 108 Lexington, MA 02421
Prime Lease:	That certain Lease Agreement, dated January <u>March</u> <u>7</u> , 2008, between AvilonBay Communities, Inc. ("Prime Landlord"), as lessor, and Sublandlord, as lessee, a copy of which Prime Lease is attached hereto and made a part hereof as Exhibit A
Premises:	Approximately 5,664 square feet of gross floor area located in the building at the Metropolitan State Hospital Campus in Lexington and Waltham, Massachusetts known as Kline Hall (the "Building"), and the right to use the associated Parking Spaces, both as more particularly described in the Prime Lease and shown on the plan attached thereto as Exhibit A. The Premises demised under this Sublease comprise the premises leased (the

"Leased Premises") to Sublandlord by Prime Landlord under the Prime Lease.

Rent Commencement Date: Commencement Date (~~January~~ March 7, 2008)

Base Rent: \$120.00 per year payable in equal monthly installments

Security Deposit: None

Expiration Date: 10th anniversary of the Commencement Date

Sublease Term: Commencing on the Commencement Date and expiring on the Expiration Date

Renewal Term: Three (3) additional ten (10) year periods

Broker: None

1.2 EXHIBITS

The following exhibits to this Sublease are hereby attached hereto and incorporated herein:

Exhibit A - Prime Lease
Exhibit B - Tenant Work

ARTICLE 2 PREMISES

2.1 SUBLEASE OF PREMISES

2.1.1 Sublandlord hereby subleases to Subtenant, and Subtenant hereby accepts and subleases from Sublandlord, upon and subject to the terms and provisions of this Sublease and the terms and provisions of the Prime Lease, all of Sublandlord's right, title and interest in and to the Premises pursuant to the Prime Lease. Included as part of the Premises sublet hereunder is the appurtenant right (in common with all others entitled thereto during the Sublease Term) to use the common areas and facilities of the Building, subject in all events to Prime Landlord's rights reserved and excepted in the Prime Lease. Subtenant agrees that all terms and conditions of the Prime Lease shall be incorporated into this Lease, and Subtenant shall comply with the terms of the Prime Lease and will avoid actions and/or inactions that would constitute a breach or default of Sublandlord's obligations thereunder.

2.1.2 Sublandlord shall have the right to access and enter upon the Premises for the purposes of inspection and exercising any right reserved to Sublandlord by this Sublease. In the event of any such entry, and except as otherwise provided herein, Sublandlord shall use commercially reasonable efforts to minimize interference with or disruption of Subtenant and Subtenant's use of the Premises.

2.2 PRIME LEASE

2.2.1 Sublandlord hereby represents that: (i) Sublandlord is the Tenant under the Prime Lease and has the full right to enter into this Sublease (subject, however, to Prime Landlord's consent); (ii) the Prime Lease is in full force and effect; (iii) Sublandlord has not received from Prime Landlord any notice of any default on the part of Sublandlord as Tenant under the Prime Lease which has not been cured (and, to the best of Sublandlord's knowledge, no such default now exists), nor has Sublandlord given Prime Landlord notice of any default on the part of Prime Landlord as landlord under the Prime Lease which has not been cured (and, to the best of Sublandlord's knowledge, no such default now exists); and (iv) Sublandlord has submitted to Subtenant a true and complete copy of the Prime Lease, a copy of which is attached hereto as Exhibit A. Subtenant warrants that it is satisfied with the present condition of the Premises which Subtenant shall accept in the condition set forth in Section 4.1.1 hereof without any representation or warranty by Sublandlord regarding the condition of the Premises, or the fitness of the Premises for any particular use and without any obligation of any kind on Sublandlord to make any repairs or improvements thereto in connection with Subtenant's occupancy except as provided in Section 4.1.2 hereof and with Subtenant's ability to use the Premises on the terms herein set forth.

2.2.2 The Prime Lease is by this reference incorporated into and made a part hereof, with the same effect as if references to "Landlord" therein were to "Sublandlord," to "Tenant" therein were to "Subtenant," to the "Commencement Date" were as specified herein, to "this Lease" were to "this Sublease," to "Rent" were as specified herein, and to "Term" or "Lease Term" were to "Sublease Term."

2.2.3 This Sublease is and shall remain subject and subordinate in all respects to the Prime Lease. This Section 2.2.3 shall be self-operative and no further instrument of subordination shall be required. In the event of termination of the Prime Lease by Prime Landlord or Sublandlord pursuant to the express provisions thereof with respect to all or any portion of the Premises, this Sublease shall automatically terminate with respect to all or such portion of the Premises.

2.2.4 Notwithstanding anything contained in this Sublease to the contrary, Sublandlord shall have no obligation during the Sublease Term to provide any services of any nature whatsoever to Subtenant or to, in or for the benefit of the Premises or to expend any money for the preservation, maintenance or repair of the Premises, or to observe or perform any obligations of Sublandlord under this Sublease in any case where such services, expenditures or obligations are required under the Prime Lease to be provided, performed or observed by Prime Landlord for the benefit of Sublandlord with respect to the Premises, and Subtenant agrees to look solely and directly to Prime Landlord for the furnishing of any such services, expenditure of any such sums, or observance or performance of any such obligations to which, or the benefit of which, Subtenant may be entitled under this Sublease. Sublandlord shall, however, upon the request of Subtenant from time to time, use reasonable efforts to cause Prime Landlord to furnish such services, expend such sums, and observe and perform such obligations; provided, however, that Subtenant is not in default of this Sublease and has made and continues to make timely payment to Sublandlord of all rent and other charges payable under this Sublease. Sublandlord hereby agrees that, so long as Subtenant makes timely payment to Sublandlord of all rent and other

charges payable by Subtenant hereunder, Sublandlord shall make timely payment of all rent and other charges due to Prime Landlord as landlord under the Prime Lease. Subtenant hereby agrees to comply with all of Sublandlord's obligations as "Tenant" under the Prime Lease with respect to the Premises to the same extent and with the same force and effect as if Subtenant were "Tenant" thereunder. Subtenant shall have no claim against Sublandlord for any default by Prime Landlord under the Prime Lease. No default by Prime Landlord under the Prime Lease shall excuse Subtenant from the performance of any of its obligations to be performed under this Sublease or to any reduction in or abatement of any of the rent provided for in this Sublease, unless and only to the extent that Sublandlord shall be excused from the performance of a corresponding obligations as the "tenant" under the Prime Lease.

2.2.5 Subtenant covenants that it shall neither do, nor permit to do nor permit to be done, anything that would cause the Prime Lease to be terminated or forfeited or that could, with notice from Prime Landlord or the passage of time or both, cause an "Event of Default" (as that term defined in Section 1.3 of the Prime Lease) under the Prime Lease or anything that would increase Sublandlord's obligations to Prime Landlord under the Prime Lease. Sublandlord covenants that it shall neither do, permit to do or to be done, anything that would cause the Prime Lease to be terminated (except in the case of casualty or condemnation pursuant to Sublandlord's termination rights under the Prime Lease), forfeited, or that could, with notice from Prime Landlord or the passage of time or both, cause an Event of Default under the Prime Lease.

2.2.6 If Subtenant desires to take any other action and the Prime Lease would require that Sublandlord obtain the consent of Prime Landlord before undertaking any action of the same kind, Subtenant shall not undertake the same action without the prior written consent of Sublandlord and Prime Landlord, which consent shall be obtained at Subtenant's sole cost and expense. Sublandlord shall not be responsible for the failure or refusal of Prime Landlord to grant its consent.

ARTICLE 3 TERM OF SUBLEASE

3.1 TERM

3.1.1 Upon Sublandlord's and Subtenant's execution and delivery of a fully executed original of this Sublease to each other and receipt of Prime Landlord's consent thereto, all of the provisions of this Sublease shall be deemed to be in full force and effect from and after the date set out in the introductory paragraph of this Sublease (the "Commencement Date"). The term of this Sublease shall be for the period specified in Section 1.1 as the Sublease Term. The parties agree that in no event shall the Sublease Term extend beyond the term of the Prime Lease. Provided that there exists no Event of Default (as hereinafter defined) under this Sublease or the Prime Lease, and that no event has occurred which with the passage of time and/or the giving of notice would constitute an Event of Default under this Sublease or the Prime Lease, Subtenant shall have the right to extend the Term of this Sublease for up to three (3) additional ten (10) year periods so long as Subtenant delivers written notice of each such ten (10) year extension to Sublandlord at least one hundred twenty (120) days, but no more than two hundred (200) days, prior to the expiration of the then current Term, and so long as a corresponding extension of the Prime Lease is permitted under the terms thereof. Any such ten (10) year extension shall be

upon all of the same terms and conditions as are in effect for the initial Term of this Sublease. Subtenant covenants and agrees to vacate and surrender the Premises to Sublandlord, in broom clean condition, free of personal property, furniture and fixtures on or before the Expiration Date (as defined below), as that date may be extended, and, except as may otherwise be permitted under the Prime Lease or under Prime Landlord's consent as applicable to any alterations Subtenant may make to the Premises, in the condition that the Premises were in as of the Commencement Date (reasonable wear and tear excepted and damage by fire or other casualty or as a result of eminent domain proceedings and damage to be repaired by or resulting from defaults, on the part of Prime Landlord or Sublandlord under the Prime Lease excepted). As used herein, the "Expiration Date" shall mean the Expiration Date or such earlier date on which the Sublease Term shall sooner end pursuant to any of the terms, conditions or covenants of this Sublease or pursuant to law.

ARTICLE 4 CONDITION OF PREMISES; IMPROVEMENTS

4.1 CONDITION; IMPROVEMENTS

4.1.1 Subtenant hereby acknowledges that it has accepted the Premises "as is" in the order and condition as the Premises were in on the date hereof, and agrees that Sublandlord is under no obligation to perform any work upon or alteration to the Premises for Subtenant's use and occupancy. Subtenant shall have the same rights of improvements as Sublandlord under the Prime Lease.

4.1.2 Within ninety (90) days after completion of Subtenant's initial improvements ("Subtenant Work," identified in the Prime Lease as "Tenant's Work") or any other alterations, removals, installations, additions, changes, replacements or improvements to the Premises, Subtenant shall prepare at its expense and deliver to Sublandlord one complete, legible and reproducible full-sized set of as-built plans showing the Initial Improvements or such Subtenant Work, as the case may be.

4.1.3 Subtenant shall pay (or cause to be paid) all costs and expenses associated with any Subtenant Work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold Sublandlord Parties (as defined in Section 8.1.10 below) harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) (collectively, "Claims") attributable to the performance of any Subtenant Work.

4.1.4 Subtenant's Responsibility to Discharge Liens.

If any mechanic's, laborer's or materialman's lien shall at any time during the Sublease Term be filed against the Premises or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Subtenant or anyone claiming by, through or under Subtenant, Subtenant shall forthwith cause the same to be discharged or record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Subtenant shall fail to cause such lien to be discharged as aforesaid, then, in addition to any other right or remedy, Sublandlord may, but shall not be obligated to, discharge the same either by paying the

amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Sublandlord and all costs and expenses incurred by Sublandlord in connection therewith, together with interest at the prime rate of interest reported from time to time in the Wall Street Journal or any successor publication plus two percentage points (the "Default Rate") from the respective dates of Sublandlord's making of the payment or incurring of the cost and expense until paid in full, shall constitute Additional Rent (as defined in Section 6.1.3 below) under this Sublease and shall be paid by Subtenant to Sublandlord on demand.

4.1.5 Based on (a) the provisions of the Uniform Procurements Act and (b) interpretations of the purpose, intent, and scope of the bidding laws for public construction by Massachusetts Courts and by the Attorney General's Business and Labor Protection Bureau, Sublandlord and Subtenant separately expect and intend (without any warranty or representation by the other party with respect thereto) that this Sublease, including without limitation its provisions applicable to the Subtenant's Work, is not subject to bidding laws for public construction, including without limitation G.L. c. 149, §§ 44A-44I, G.L. c. 30, § 39M et seq., and G.L. c. 7, § 38K. In the event that a court of competent jurisdiction issues a final, binding, conclusive judgment that such bidding laws for public construction do apply to Subtenant's Work, then Sublandlord and the Subtenant shall have sixty (60) days from the entry of that judgment to enter into a further written agreement as to how said bidding laws for public construction shall be complied with in conformity with said judgment. In the event the parties fail to reach such an agreement within said sixty (60) days (or such additional time as they may agree), then Sublandlord may terminate this Sublease by written notice to the Subtenant within thirty (30) days thereafter.

4.1.6 Subtenant agrees that during the Sublease Term it will comply, at its own cost and expense, with all applicable laws, rules, regulations, ordinances, requirements and orders of public authorities, and board of fire underwriters, and make all alterations required thereby (subject to the consent of Sublandlord and Prime Landlord) to the extent that the same relate to the use of the Premises by Subtenant or anyone claiming by, through or under Subtenant, or the extent such change is triggered by work done by Subtenant or anyone claiming by, through or under Subtenant.

ARTICLE 5 USE, ASSIGNMENT AND SUBLETTING

5.1 PERMITTED USE

5.1.1 Subtenant agrees that the Premises shall be used and occupied for the uses specified in Section 10 of the Prime Lease only and for no other uses. Subtenant acknowledges and understands that Prime Landlord currently provides, and will continue to provide, to the Premises the services set forth in the Prime Lease. Subtenant shall be responsible, at its expense, for providing any additional janitorial, cleaning, equipment and fixture maintenance and security services necessary for Subtenant's use and occupancy of the Premises.

5.1.2 Notwithstanding anything set forth herein to the contrary, Sublandlord shall be entitled to use any space in the Premises at reasonable times and upon reasonable notice for training or meeting purposes without charge.

5.2 ASSIGNMENT AND SUBLETTING

5.2.1 Subtenant will not assign, transfer or otherwise dispose of this Sublease or any interest in this Sublease or sublet or permit any other person to occupy or use the Premises or any portion thereof without the prior written consent of Sublandlord and the prior written consent of the Prime Landlord when required under the Prime Lease. The foregoing prohibition on transfers shall include any reorganization, dissolution or merger of Subtenant or its general partner (if Subtenant is a partnership) or managing member (if Subtenant is a limited liability company), whether by operation of law or otherwise, the admission of any new general partner (if Subtenant is a partnership) or managing member (if Subtenant is a limited liability company), or the withdrawal of its current general partner (if Subtenant is a partnership) or managing member (if Subtenant is a limited liability company), a transfer of ten percent (10%) or more of the ownership interests in Subtenant or its general partner (if Subtenant is a partnership) or managing member (if Subtenant is a limited liability company) or any similar transaction. Sublandlord's consent to an assignment, transfer, disposition or subletting in any one instance will not waive the requirement of its consent to any subsequent assignment, transfer, disposition, or subletting.

5.2.2 Notwithstanding anything to the contrary contained in this Sublease, Subtenant may, upon prior written notice to Sublandlord, from time to time, and in accordance with Section 12(a) of the Prime Lease, encumber, hypothecate or mortgage its interest in the Premises with one or more mortgages, assignments of leasehold interest or any other security instruments in favor of an institutional lender or lenders as partial security for a loan or loans (a "Permitted Institutional Mortgage" and the holder of such Permitted Institutional Mortgage, a "Permitted Institutional Mortgagee"). Each such Permitted Institutional Mortgage shall be expressly subject to the terms and conditions of this Sublease. Subtenant shall promptly deliver to Sublandlord a true copy of the Permitted Institutional Mortgage and any assignment thereof. Subtenant shall notify Sublandlord of the address of the Permitted Institutional Mortgagee to which notices may be sent. Sublandlord and Subtenant hereby agree that there shall be no cancellation, surrender or any modification of this Sublease that would adversely affect such Permitted Institutional Mortgagee's rights hereunder without the prior consent in writing of the Permitted Institutional Mortgagee.

ARTICLE 6 RENT

6.1 RENT

6.1.1 Commencing on the Rent Commencement Date and continuing through the Sublease Term, Subtenant shall pay the Base Rent at the rate specified in Section 1 hereof and any Additional Rent (as defined below) or other charges payable pursuant to this Sublease or the Prime Lease to Sublandlord at Sublandlord's mailing address specified in Section 1 hereof (or such other place as Sublandlord may from time to time designate by notice to Sublandlord).

6.1.2 In addition, Subtenant shall pay any fee, charge or other amount required to be paid by Subtenant to Sublandlord under this Sublease or the Prime Lease as additional rent ("Additional Rent"). Base Rent and Additional Rent (collectively, "Rent") shall be paid without counterclaim, notice, demand, abatement or offset at Sublandlord's address set out in Section 1.1.

6.1.3 Any payment of Rent due hereunder not paid when due shall bear interest for each month or fraction thereof from the due date until paid in full at the Default Rate.

6.1.4 It is the express understanding and agreement of Sublandlord and Subtenant that the Base Rent due and payable hereunder shall be absolutely net to Sublandlord, so that this Sublease shall yield to Sublandlord the Base Rent specified above during the Sublease Term, and that all expenses of every kind and nature whatsoever, whether ordinary or capital in nature, relating to the construction, ownership, leasing, operation, maintenance, repair, replacement, rebuilding, use and occupation of the Premises during the Term of the Sublease shall be paid by Subtenant (including, but not limited to, Impositions, as defined in Section 12.1.2 below) without cost or obligation of any type to Sublandlord whatsoever.

6.1.5 Base Rent and Additional Rent payable under this Article 6 shall be payable in advance, in monthly installments, on or before the first day of each and every calendar month during the Sublease.

6.2 SECURITY DEPOSIT

6.2.1 Subtenant shall not be required to pay a security deposit to Sublessor.

ARTICLE 7

ALTERATIONS, REPAIRS AND MAINTENANCE

7.1 ALTERATIONS

7.1.1 Sublandlord shall in no event be required to maintain or repair or to make any alterations, restorations, replacements, changes, additions or improvements to the Premises during the Term of this Sublease.

7.1.2 Subtenant may not make any alterations, installations, and improvements (collectively, "Alterations") to the Premises without first obtaining the prior written consent of both Sublandlord and Prime Landlord as required under the Prime Lease. Subtenant may make such Alterations from time to time during the Term of this Sublease, at its sole cost and expense, subject, however, in all cases to the following, which Subtenant covenants to observe and perform:

- (a) No alteration or addition shall be undertaken until Subtenant shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of any federal, state or municipal government or departments or subdivisions of any of them having jurisdiction. Sublandlord shall join in the application for such permits or

authorizations whenever such action is necessary, provided, however, that Sublandlord shall incur no liability or expense in connection therewith;

- (b) To ensure that Subtenant undertakes and completes any such work in a manner consistent with the public interest in the proper maintenance of the Premises, any material alteration to the Premises (x) shall not be performed without Subtenant first having received Sublandlord's written consent thereto, (y) shall be conducted under the supervision of a licensed architect or licensed professional engineer and (z) shall be conducted in accordance with plans and specifications submitted to Sublandlord. Sublandlord shall not unreasonably withhold its consent to any alterations or additions proposed by Subtenant (repair of damage or destruction occasioned by fire or other casualty shall be in accordance with Article 12 of this Sublease). Subtenant hereby agrees to reimburse Sublandlord, upon demand therefor, as Additional Rent, for all costs incurred by Sublandlord in reviewing the plans and specifications for, and consulting with respect to the carrying out of construction of, any such alterations or additions; provided, however, that Subtenant shall not be responsible for any such costs normally incurred by Sublandlord (as a regulatory authority) in conjunction with the review and inspection of any such alterations or additions for which building permit fees or other applicable fees have been paid by Subtenant.
- (c) Any alteration or addition shall, when completed, be of such a character as not to reduce the value or usefulness of the Premises for the Permitted Use below its value and usefulness immediately before such change or alteration;
- (d) Any change, construction, alteration or addition shall be made promptly in a good and workmanlike manner and in accordance with all required permits, approvals and Legal Requirements (as defined in the Prime Lease), any national or local board of fire underwriter requirements, or the requirements of any other body hereafter exercising functions similar to those of any of the foregoing;
- (e) During the period of construction of any change or alteration to or of the Premises, Subtenant shall maintain or cause to be maintained workers' compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Sublandlord, Subtenant or the Premises, with statutory limits as then required under the laws of The Commonwealth of Massachusetts and no less than \$100,000 per employee, in addition to the insurance required under Article 8;
- (f) Subtenant hereby agrees to hold Sublandlord harmless from any and all liabilities of every kind and description which may arise out of or be

connected in any way with such change, construction, alteration or addition, and to pay or discharge promptly any contractor's, mechanic's or materialman's lien other than notices of contract for work incurred in connection with activities permitted under this Sublease and not yet due and payable, which may be recorded against the Premises, subject, however, to Subtenant's right to bond over any such lien or provide other security acceptable to Sublandlord during any period Subtenant may be contesting any such lien hereunder.

7.2. REPAIRS AND MAINTENANCE

7.2.1. Subtenant shall keep the Premises, and all alterations, improvements, and additions thereto, in the condition the same is required to be kept by Sublandlord under the Prime Lease. Subtenant shall not permit nor commit any waste.

ARTICLE 8

SUBTENANT'S RISK, INDEMNITY, INSURANCE

8.1. SUBTENANT'S RISK, INDEMNITY, INSURANCE

8.1.1. Subtenant agrees to use and occupy the Premises at Subtenant's own risk, and to the fullest extent permitted by law, Sublandlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Subtenant, or of those claiming by, through or under Subtenant, including without limitation, any loss or damage from the breaking, bursting, crossing, stopping or leaking of electric cables and wires, and water, gas, sewer or steam pipes or like matters, and Sublandlord shall have no responsibility or liability for any inconvenience or annoyance or loss of business arising from Prime Landlord or its agents entering the Premises for any purposes authorized by the Prime Lease (including repairs and maintenance to the Premises or the Building) and Sublandlord shall not be liable for any injury (or death) resulting from fire or other casualty, nor shall Sublandlord be liable for any such injury (or death) to persons or damage caused by Prime Landlord or other Subtenants in the Building or caused by the construction of any work in or about the Premises or the Building, nor shall Sublandlord be liable for any injury (or death) to persons or damage to property or improvements, or interruption of Subtenant's business, resulting from any latent defect in the Premises or in the Building. Notwithstanding anything in this Section 8.1.1 to the contrary, Sublandlord shall not be relieved from responsibility or liability, loss, damage, injury (or death) if the same results in whole or in part from the negligence or willful misconduct of Sublandlord or any of its agents, employees, invitees or contractors.

8.1.2. To the maximum extent Subtenant may lawfully so agree, and except if caused in whole or in part by the negligence or willful misconduct of Prime Landlord or Sublandlord or any of its or their agents, employees, invitees or contractors, Subtenant agrees to indemnify and save harmless Sublandlord and Prime Landlord from and against any claims of whatever nature arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring during the Sublease Term (a) in the Premises, or (b) outside the Premises but within the Building or Property (as defined in the Prime Lease) to the extent that, with respect to this clause (b) only, such accident, injury or damage results from the negligence

or willful misconduct on the part of Subtenant, or, if acting within the scope of their employment, of Subtenant's contractors, agents, servants or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities of Sublandlord and Prime Landlord (including reasonable attorneys' fees) incurred in connection with any claim or proceeding that is subject to this Section 8.1.2, and the defense thereof.

8.1.3 Subtenant shall carry and maintain, throughout the term hereof, at its own cost and expense, the insurance required under the Prime Lease.

8.1.4 Upon the execution of this Sublease, and thereafter not less than thirty (30) days prior to the expiration dates from time to time of the policies required pursuant to this Article 8 and the Prime Lease, binders of such insurance or, upon written request of Sublandlord, duplicate originals of the policies, shall be delivered by Subtenant to Sublandlord. In addition, evidence of the payment of all premiums of such policies will be delivered to Sublandlord. If Subtenant fails to maintain such insurance, which failure continues for ten (10) days after Sublandlord gives notice to Subtenant of such failure, then Sublandlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Subtenant shall repay to Sublandlord as Additional Rent the cost of such insurance.

8.1.5 Nothing in this Article 8 shall prevent Subtenant from taking out insurance of the kind and in the amounts provided for under this Article 8 under a blanket insurance policy or policies, provided, however, that any such policy or policies of blanket insurance (i) shall specify therein, or in a written statement from the insurers under such policy or policies, the amount of the total insurance allocated to the Premises, which amount shall not be less than the amount required by this Article 8, and (ii) such amount so specified shall be sufficient to prevent any of the insureds from becoming 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 of this Article 8 and the Prime Lease.

8.1.6 Adjustment. All policies of insurance provided for in Article 8 or the Prime Lease hereof shall name Sublandlord and Subtenant as the insureds as their respective interests may appear. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Subtenant Parties (as defined in Section 3.1.8 below) shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

8.1.7 Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to Sublandlord, Subtenant and any Permitted Institutional Mortgagee (as defined in Section 3.1.8 below) named herein.

8.1.8 Indemnification.

- (a) Subtenant shall defend (with counsel reasonably acceptable to Sublandlord Parties (as defined below), indemnify and save Sublandlord Parties harmless against and from any and all claims which may be imposed upon

or incurred by or asserted against Sublandlord Parties by reason of any of the following occurrences:

- (1) Any work or thing done during the Term of this Sublease in, on or about the Premises or any part thereof, including during any construction, by Subtenant or any other party other than Sublandlord, its employees, contractors, agents, servants, or licensees (collectively with Sublandlord, the "Sublandlord Parties");
 - (2) Any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof during the Term of this Sublease by Subtenant or any other party other than Sublandlord Parties;
 - (3) Any negligence or willful misconduct on the part of Subtenant or any of its agents, contractors, servants, employees, subtenants, occupants, guests, licensees, operators or invitees (together with Subtenant, the "Subtenant Parties");
 - (4) Any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof unless the same occurs solely as a result of the gross negligence or wrongful act of any of Sublandlord Parties;
 - (5) Any failure on the part of Subtenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Sublease on its part to be performed or complied with; and
 - (6) Any violation of the Prime Lease by Subtenant or Subtenant's agents, contractors, servants, employees, occupants, guests, licensees, operators or invitees.
- (b) If Sublandlord obtains separate counsel in enforcing its rights hereunder due to the requirements of M.G.L. C. 268A or due to reasonable concerns that its interests and that of Subtenant may be adverse or that counsel provided by Subtenant may have a conflict in interest or is not providing effective representation of Sublandlord, then the reasonable expenses of such separate counsel shall be at Subtenant's expense.
- (c) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Sublandlord which would exist at common law or under any other provision of this Sublease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 8. This Sublease is made on the express condition that Sublandlord shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the

Premises, specifically including any damage or injury related to the Premises, unless caused by the gross negligence or willful misconduct of Sublandlord.

- (d) The provisions of this Section 8.1.8 shall survive the termination or expiration of this Sublease.

ARTICLE 9

SUBLANDLORD'S ACCESS TO PREMISES

9.1 SUBLANDLORD'S RIGHT OF ACCESS

9.1.1 If Subtenant fails to make any necessary repairs to the Premises within a reasonable time after notice thereof from Sublandlord, Sublandlord shall have the right to enter the Premises at all reasonable hours for the purpose of making such repairs. In addition, Sublandlord reserves the right, at any time and from time to time, upon giving prior notice to Subtenant reasonable under the circumstances, to enter the Premises for the purpose of making repairs, alterations, additions or improvements to or for the benefit of the Leased Premises; provided, however, that in exercising such rights, Sublandlord shall use reasonable efforts to minimize any disruption to Subtenant's use of the Premises.

ARTICLE 10

TERMINATION; DEFAULT

10.1 DEFAULT

10.1.1 In the event Subtenant shall at any time be in default under its obligations in this Sublease beyond applicable cure periods (as set forth in the Prime Lease, as incorporated herein by reference), Sublandlord shall have available to it all of the rights and remedies available to Prime Landlord under the Prime Lease, as so incorporated, with the same effect as if Sublandlord were "Landlord" thereunder and Subtenant were "Tenant" thereunder.

10.1.2 Each of the following events shall be deemed an "Event of Default" hereunder:

- (a) If Subtenant shall fail to pay, as and when due, any payment of Rent or other sums payable under this Sublease, and such failure shall continue for a period of seven (7) days after notice from Sublandlord to Subtenant;
- (b) If Subtenant shall fail to comply with the provisions of Section 5.1 hereof with respect to Permitted Uses of the Premises, and such failure shall continue for a period of fifteen (15) days after notice from Sublandlord to Subtenant;
- (c) If Subtenant shall fail to maintain any insurance required to be maintained by Subtenant hereunder, and such failure shall continue for a period of fifteen (15) days after notice from Sublandlord to Subtenant;

(d) If Subtenant shall fail to perform or comply with any other of the agreements, terms, covenants or conditions in this Sublease, other than those referred to in Subsections (a) - (c) of this Section 10.1.2, for a period of thirty (30) days after notice from Sublandlord to Subtenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such thirty (30) day period, within such additional time reasonably necessary provided Subtenant commences to cure the same within such 30-day period and thereafter prosecutes the curing of such default with diligence;

(e) If Subtenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Subtenant's tenfold estate for whatever reason, or Subtenant shall make an assignment for the benefit of creditors, or Subtenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Subtenant any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal;

(f) If Subtenant vacates or abandons the Premises for a period of more than forty-five (45) consecutive days; provided, however, that Subtenant shall not be deemed to have vacated or abandoned the Premises with respect to any period during which all or portions of the Premises may be vacant as a result of or in connection with work being done to repair or restore the Premises in accordance with the terms hereof;

(g) If this Sublease or the Premises, or any part of the Premises are taken upon execution or by other process of law directed against Subtenant, or are taken upon or subjected to any attachment by any creditor of Subtenant or claimant against Subtenant, and such attachment is not discharged within one hundred twenty (120) days after its levy, or such further time as Sublandlord may in its discretion allow in the event the Subtenant is vigorously and in good faith contesting the attachment;

(h) Subtenant makes any assignment in violation of this Sublease; or

(i) Subtenant violates any term of the Sublease.

10.1.3 Upon an Event of Default, Sublandlord at any time thereafter may give written notice to Subtenant specifying such Event or Events of Default and stating that this Sublease and the Sublease Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least four (4) days after the giving of such notice. Upon the date specified in such notice, this Sublease and the Sublease Term hereby demised and all rights of Subtenant under this Sublease shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Sublease shall remain in full force and effect), and Subtenant shall remain liable as hereinafter provided and all improvements shall become the property of Sublandlord without the necessity of any deed or conveyance from Subtenant to Sublandlord. Subtenant agrees upon request of Sublandlord to immediately execute and deliver to Sublandlord any deeds, releases or other documents deemed necessary by Sublandlord to evidence the vesting in Sublandlord of the ownership of all improvements. Upon such termination, Sublandlord may re-enter the Premises

and dispossess Subtenant and anyone claiming by, through or under Subtenant by summary proceedings or other lawful process:

10.1.4 Sublandlord's Right To Perform Subtenant's Covenants.

(a) Upon an Event of Default, Sublandlord may, but shall be under no obligation to, cure such default. Sublandlord may enter upon the Premises (after five (5) days' written notice to Subtenant except in the event of emergency) for any such purpose and take all such action thereon as may be necessary.

(b) Sublandlord shall not be liable for inconvenience, annoyance, disturbance or other damage to Subtenant or any operator or occupant of the Premises by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Subtenant under this Sublease shall not be affected thereby.

(c) All reasonable sums so paid by Sublandlord and all reasonable costs and expenses incurred by Sublandlord, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by Sublandlord of such cost and expense until the date paid in full, shall be paid by Subtenant to Sublandlord, as Additional Rent, on demand. If Sublandlord shall exercise its rights under this Section 10.1.4 to cure a default of Subtenant, Subtenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Sublandlord shall be entitled to exercise any remedy contained in this Sublease if Subtenant shall fail to pay such obligation to Sublandlord upon demand. All costs incurred by Sublandlord hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

10.1.5 In the event of any breach or threatened breach by Subtenant or Sublandlord of any of the agreements, terms, covenants or conditions contained in this Sublease, the Subtenant or Sublandlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Sublease.

10.1.6 Each right and remedy provided for in this Sublease shall be cumulative and shall be in addition to every other right or remedy provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Sublandlord or Subtenant of any one or more of the rights or remedies provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Sublease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE II

MISCELLANEOUS PROVISIONS

11.1.1 Subtenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all taxes,

assessments, special use or assessment district taxes, water and sewer charges, excises, levies, license and permit fees and all other governmental charges of any kind and nature which during the Term may be assessed, levied, imposed upon or become due with respect to, or become a lien on, the Premises or the leasehold or any part thereof or any appurtenance thereto. All such charges shall be referred to herein as "**Impositions**." Subtenant shall have the right to contest or object to the amount or validity of any Imposition but shall not withhold payment of any Imposition while any such contest or objection is pending. Subtenant, upon request of Sublandlord, shall furnish to Sublandlord within thirty (30) days of the date when any Imposition would become delinquent official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord evidencing payment thereof.

11.1.2 Sublandlord shall not be required to furnish to Subtenant any facilities or services of any kind whatsoever during the Sublease Term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. Sublandlord makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient.

11.1.3 Notwithstanding any provision hereof to the contrary, or any other express or implied agreement between the parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Sublease, and no officer, director, shareholder, general or limited partner, member, employee or agent of any party hereto or any Permitted Institutional Mortgagee shall have any personal liability whatsoever under this Sublease, it being understood and agreed that Sublandlord shall look solely to the assets of Subtenant (or in the case of any Permitted Institutional Mortgagee, solely to the interest of such Permitted Institutional Mortgagee in and to the Premises) for recourse hereunder. Notwithstanding any provision in this Sublease to the contrary, in the event that any Permitted Institutional Mortgagee shall acquire title to or otherwise take possession of the Premises, such Permitted Institutional Mortgagee shall have no obligation, nor incur any liability, beyond such Permitted Institutional Mortgagee's then interest, if any, in the Premises and Sublandlord shall look exclusively to such interest of such Permitted Institutional Mortgagee, if any, in the Premises for the payment and discharge of any obligations imposed upon such Permitted Institutional Mortgagee hereunder or under the Sublease. Sublandlord agrees that with respect to any money judgment which may be obtained or secured by Sublandlord against any Permitted Institutional Mortgagee, Sublandlord shall look solely to the estate or interest owned by the Permitted Institutional Mortgagee in the Premises or interest therein and Sublandlord will not collect or attempt to collect any such judgment out of any other assets of such Permitted Institutional Mortgagee.

11.1.4 Anything contained in this Sublease to the contrary notwithstanding, but without limitation of Subtenant's equitable rights and remedies, Sublandlord's liability under this Sublease shall be enforceable only out of Sublandlord's interest in the Premises, and there shall be no other recourse against, or right to seek a deficiency judgment against, Sublandlord, nor shall there be any personal liability on the part of Sublandlord or any member of its Board of Selectmen, or any officer or employee of Sublandlord, with respect to any obligations to be performed hereunder. Without limitation of the foregoing, Sublandlord shall not be liable for any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i) the supply or interruption of water, gas, electric current, oil or any other utilities to the Premises, (ii) water, rain or snow which may leak or flow from any street, utility line or subsurface area or

from any part of the Premises; or (iii) other leakage from pipes, appliances, sewer or plumbing works therein or from any other place. In no event shall Sublandlord be liable to Subtenant for any indirect, special or consequential or punitive damages or loss of profits or business income arising out of or in connection with this Sublease:

11.1.5 With respect to its exercise of all rights and privileges granted herein, Subtenant agrees that Subtenant, its successors in interest, sublessees, licensees, operators, and assigns shall not discriminate against any person, employee, or applicant because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in Subtenant's use of the Premises. Subtenant shall defend, indemnify and hold Sublandlord Parties harmless from and against any and all claims of third persons resulting from Subtenant's non-compliance with any of the provisions of this Section 11.1.5.

11.2 BROKERS

11.2.1 Each party represents and warrants to the other that it has not directly or indirectly dealt with respect to the Premises and this Sublease, with any broker. Each party shall save harmless and indemnify the other party against any claims by anyone with whom it has so dealt or by whom its attention was called to the Premises for a commission arising out of the execution and delivery of this Sublease or out of negotiations between Sublandlord and Subtenant with respect to space in the Building.

11.3 AUTHORITY

11.3.1 Sublandlord hereby covenants and warrants that Sublandlord has duly executed and delivered this Sublease; that the execution and delivery of, and the performance by Sublandlord of its obligations under this Sublease, are within the powers of Sublandlord, and that this Sublease is a valid and binding obligation of Sublandlord in accordance with its terms; Subtenant hereby covenants and warrants that Subtenant has duly executed and delivered this Sublease; that the execution and delivery of, and the performance by Subtenant of its obligations under this Sublease are within the powers of Subtenant and have been duly authorized by all requisite corporate action, and that the Sublease is a valid and binding obligation of Subtenant in accordance with its terms.

11.4 NO RECORDING

11.4.1 Subtenant agrees not to record this Sublease, but Subtenant shall be entitled to record notice thereof.

11.5 NOTICES

11.5.1 Whenever by the terms of this Sublease notice, demand or other communication shall or may be given, either to Sublandlord or to Subtenant, the same shall be adequately given if in writing and delivered by hand or sent by registered or certified mail as follows:

If intended for Sublandlord, addressed to it at the mailing address set forth in Section 1.1, with a copy to Anderson & Kreiger LLP, One Canal Park, Suite 200, Cambridge,

Massachusetts, 02141, Attn: Ryan D. Pace, Esq. (or to such other address or addresses as may from time to time hereafter be designated by Sublandlord by like notice).

If intended for Subtenant, addressed to it at the mailing address set forth in Section 1.1, with a copy to N/A (or to such other address or addresses as may from time to time hereafter be designated by Subtenant by like notice).

11.6 PRIME LANDLORD CONSENT

11.6.1 This Sublease shall not be effective until and unless Prime Landlord has given its consent hereto; Sublandlord shall be responsible for paying all costs and expenses payable to Prime Landlord under the Prime Lease in connection with obtaining such consent. Sublandlord shall not be responsible for the failure or refusal of Prime Landlord to consent to this Sublease.

11.7 WHEN SUBLEASE BECOMES BINDING

11.7.1 This Sublease shall not be binding upon Sublandlord or Subtenant unless and until Sublandlord and Subtenant shall have executed and delivered a fully executed copy of this Sublease to each other. The negotiation and submission of this Sublease for signature by one party to this Sublease to the other shall not impose an obligation on either party to execute and deliver the Sublease.

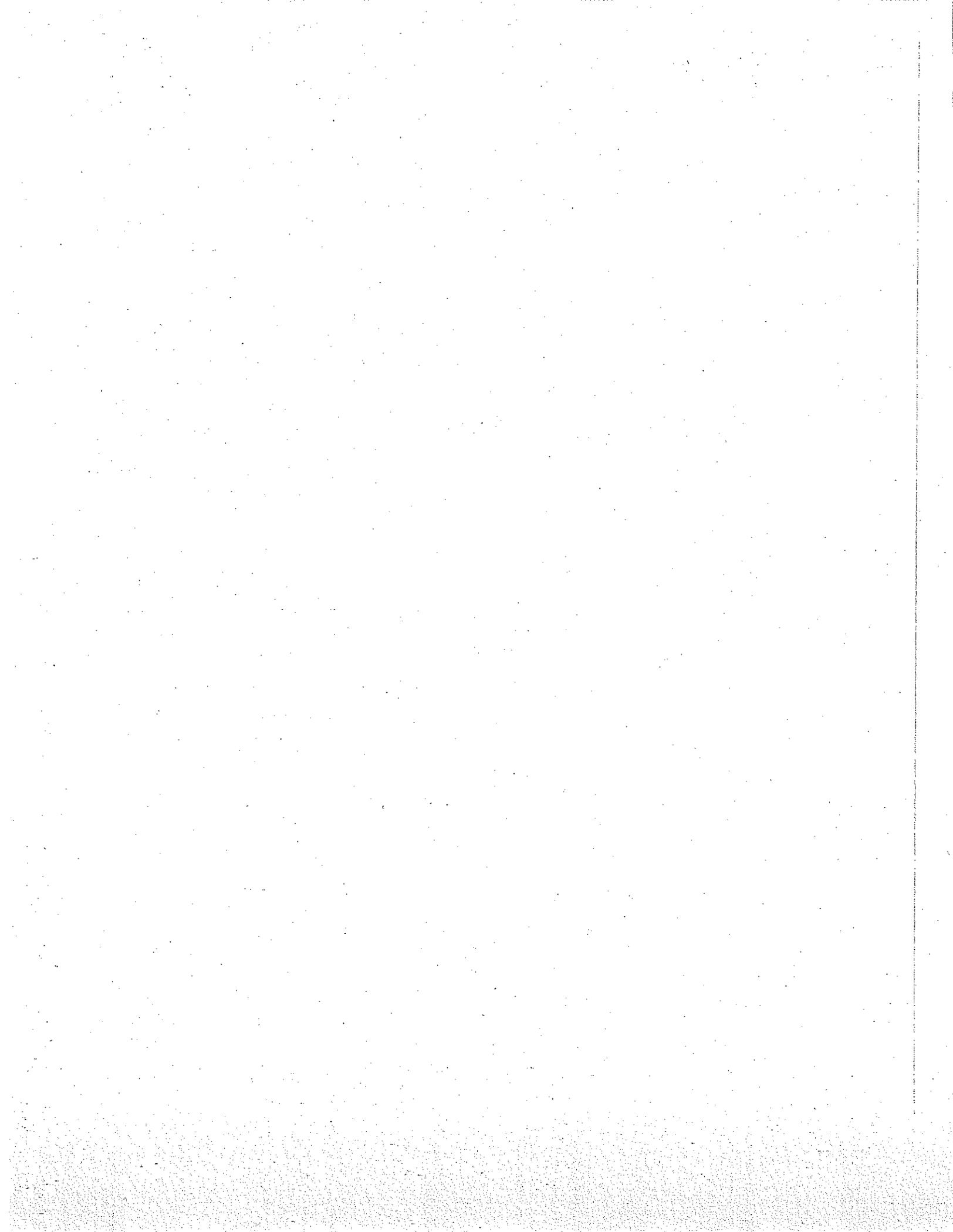
11.8 CONSEQUENTIAL DAMAGES; SUBLANDLORD'S LIABILITY

11.8.1 In no event shall either party be liable to the other for indirect, special or consequential damages arising out of any default by such party or otherwise.

11.9 ENTIRE AGREEMENT

11.9.1 This Sublease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth in this Sublease. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Subtenant unless reduced to writing and signed by both parties.

[Remainder of page intentionally left blank.]



EXECUTED UNDER SEAL, in any number of counterpart copies, each of which counterpart copies shall be an original for all purposes, as of the day and year first above written.

SUBLANDLORD:

THE TOWN OF LEXINGTON

By: Carl Valente
Name: Carl Valente
Title: Town Manager

SUBTENANT:

LEXINGTON COMMUNITY MEDIA CENTER, INC.

By: HARRY S. DICK
Name: HARRY S. DICK
Title: Chairman of the Board

By: _____
Name: _____
Title: _____

Exhibit A
Prime Lease

See Prime Lease attached hereto.

LEASE AGREEMENT

March

This LEASE AGREEMENT (this "Lease") is made as of the 7th day of ~~January~~, 2008 (the "Commencement Date"), by and between AVALONBAY COMMUNITIES, INC., a Maryland corporation ("Landlord"), and THE TOWN OF LEXINGTON, a municipal corporation ("Tenant").

BACKGROUND

WHEREAS, Landlord is the owner of that certain parcel of land, which is a portion of the former Metropolitan State Hospital Campus, situated in the Town of Lexington and City of Waltham, Middlesex (South) County, Commonwealth of Massachusetts, and being shown as Lot 3 on those three (3) plans entitled: (i) "Town of Lexington - Definitive Subdivision Plans for Metropolitan Parkway, Metropolitan State Hospital, Lexington, Waltham & Belmont, MA", dated May 16, 2002 and last revised October 1, 2002, and recorded with the Middlesex South Registry of Deeds (the "Registry") as Plan No. 108 of 2003, (ii) "City of Waltham - Definitive Subdivision Plans for Metropolitan Parkway, Metropolitan State Hospital, Waltham, Lexington & Belmont, MA", dated May 16, 2002 and last revised October 1, 2002, and recorded with the Registry as Plan No. 107 of 2003, and (iii) "Town of Belmont - Definitive Subdivision Plans for Metropolitan Parkway, Metropolitan State Hospital, Belmont, Waltham & Lexington, MA", dated May 16, 2002 and last revised October 1, 2002, and recorded with the Registry as Plan No. 106 of 2003 (the "Property").

WHEREAS, Landlord is developing on the Property a multi-family residential apartment community to consist of, among other improvements, three hundred eighty-seven (387) apartment homes (the "Project").

WHEREAS, in connection with Landlord's acquisition of the Property, and Landlord's obtaining the necessary permits and approvals with respect to the development of the Project, (i) Landlord submitted to Tenant, among other documents, instruments and certificates, a Definitive Site Development and Use Plan dated September 14, 2004 (the "DSDUP"), and (ii) The Town of Lexington Board of Appeals granted a Special Permit and Site Plan Review to Landlord on October 14, 2004, as such Special Permit and Site Plan Review was filed with the Office of the Town Clerk on November 23, 2004 and recorded with the Registry on December 15, 2004 in Book 44300, Page 158 (the "Special Permit").

WHEREAS, pursuant to, and in accordance with, the terms and conditions of the DSDUP and the Special Permit, Landlord agreed to, among other matters, (i) renovate and restore an existing building located at the Property and known as Kline Hall (the "Building"), and (ii) upon the completion of the renovation and restoration of the Building, permit Tenant to occupy and use approximately 10,000 square feet of space in the Building.

WHEREAS, in connection with such occupancy and use of approximately 10,000 square feet of space in the Building by Tenant, Landlord and Tenant have agreed to enter into this Lease.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby enter into this Lease in accordance with the following terms and conditions.

1. **Lease of Premises; Parking:**

(a) Subject to, and with the benefit of the terms, covenants, conditions and provisions of this Lease, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord, an area in the basement of the Building consisting of approximately 5,664 square feet of gross floor area (the "Premises"), as such Premises are identified as the "Lexington Space" on the plan attached hereto as Exhibit A. The Premises shall constitute only a portion of the Building, which Building shall also include an additional 15,489 square feet of gross floor area in the basement of the Building and on the first (1st) and second (2nd) floors of the Building to be used by Landlord as (i) an exercise facility, (ii) an auditorium, (iii) Landlord's management and leasing offices, (iv) an amenity clubhouse, and (v) such other purposes as Landlord shall determine from time to time (collectively; the "Landlord's Space"), provided that such other purposes shall be consistent with, and not adversely affect, the quiet enjoyment of the Premises by Tenant in accordance with the terms and provisions of this Lease, including, without limitation, Section 21(e) below.

(b) Tenant hereby acknowledges and agrees that, except as otherwise expressly provided in this Lease, the Premises are being demised to Tenant hereunder strictly on an "as is", "where is" and "with all defects" basis, without any representations or warranties as to the physical condition thereof and without representation or warranty, express, implied or statutory, of any kind, including, without limitation, representation or warranty as to title, condition, construction, development, income, compliance with law, habitability, merchantability or fitness for any purpose, all of which are hereby disclaimed. Tenant hereby expressly releases Landlord Group (as hereinafter defined) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Tenant's reliance upon any information provided by Landlord Group to Tenant in connection with this Lease, or any statements, representations or assertions contained therein; or (b) any inaccuracy, incompleteness or unreliability of any such information, statement, representation or assertion. Except as otherwise specifically set forth in this Lease, Tenant hereby waives, releases and forever discharges Landlord, any officer, director, employee, agent or person acting on behalf of Landlord, and any affiliate of Landlord (collectively, the "Landlord Group") of and from any and all claims, actions, causes of action, demands, rights, damages, liabilities and costs whatsoever, direct or indirect, known or unknown, which Tenant now has or which may arise in the future, against Landlord Group related in any way to the Premises. Tenant hereby agrees not to assert any claim for contribution, cost, recovery or otherwise against Landlord Group relating directly or indirectly to the physical condition of the Premises including, without limitation, the existence of any oil, lead paint, asbestos, mold, or Hazardous Materials (as hereinafter defined) or substances on, or the environmental condition of, the Premises, whether known or unknown. The parties agree that all understandings and agreements heretofore made between them, or their respective agents or representatives, with respect to Tenant's lease of the Premises only, are merged in this Lease and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Lease has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Lease or the Exhibits annexed hereto. Tenant acknowledges that Landlord has required Tenant to inspect fully the Premises and investigate all matters relevant thereto, and to rely solely upon the results of Tenant's own inspections or other information obtained or otherwise available to Tenant, provided that the foregoing shall not diminish Tenant's rights with respect to any representations or warranties expressly made by Landlord in this Lease.

(c) The Premises are demised subject to, and with the benefit of, all easements, encumbrances, liens, appurtenances, rights, and privileges now or hereafter belonging to or affecting the Premises, and with the benefit of all of the rights appurtenant to this Lease and to the Premises by operation of law.

(d) Tenant shall not, at any time, use the Premises in any manner that violates any covenant, restriction, condition or agreement contained in any easement, declaration, license or other agreement, instrument or document affecting the Premises currently of record (including, without limitation, that certain Land Disposition Agreement by and between the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance, and Landlord, dated as of December 3, 2003 and recorded with the Registry in Book 47566, Page 77, as amended by that certain Amendment to Land Disposition Agreement dated as of June 7, 2004 and recorded with the Registry in Book 47566, Page 130, and as further amended by that certain Second Amendment to Land Disposition Agreement dated as of May 31, 2006, and recorded with the Registry in Book 47566, Page 137) (collectively, the "Encumbrances").

(e) In addition to the lease of the Premises by Landlord to Tenant, during the Term (as such term is defined below) of this Lease, Landlord shall make available, and Tenant shall have the right (subject to reasonable rules and regulations established from time to time by Landlord, including, without limitation, the right of Landlord to institute an attendant-managed or other similar type of parking system) to use, on a non-exclusive and unreserved basis, up to ten (10) parking spaces (collectively, the "Parking Spaces") located only within the parking areas identified as "Permitted Parking Areas" on the attached Exhibit B. Without limitation of any term or provision of this Section 1(e), Tenant hereby acknowledges and agrees that in no event shall Tenant be permitted to use any of the parking spaces located within the areas identified as "Resident Only Parking Areas" on the attached Exhibit B. Tenant shall have no right to hypothecate or encumber the Parking Spaces, and shall not sublet, assign or otherwise transfer the Parking Spaces other than to employees of Tenant occupying the Premises or to a sublessee or an assignee permitted pursuant to Section 12 of this Lease. Landlord shall provide parking passes to Tenant in connection with Tenant's use of the Parking Spaces, and Tenant shall display, or cause to be displayed, such parking passes in any vehicle that occupies any of the Parking Spaces in a manner that is consistent with the applicable rules and regulations established by Landlord from time to time.

2. **Term; Commencement Date:**

(a) The term (the "Term") of this Lease shall be for ten (10) years. The Term shall commence on the Commencement Date and shall expire, unless earlier terminated pursuant to the terms of this Lease, on the last business day before the tenth (10th) anniversary of the Commencement Date. Provided that there exists no Event of Default (as hereinafter defined) under the Lease, and that no event has occurred which with the passage of time and/or the giving of notice would constitute an Event of Default under this Lease, Tenant shall have the right to extend the Term of this Lease for up to three (3) additional ten (10) year periods so long as Tenant delivers written notice of each such ten (10) year extension to Landlord at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the then current Term. Any such ten (10) year extension shall be upon all of the same terms and conditions as are in effect for the initial Term of this Lease.

(b) Notwithstanding any term or provision of this Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that Tenant shall be permitted to terminate this Lease at any time by delivering written notice of such termination (the "Termination Notice") to Landlord. Landlord and Tenant hereby further acknowledge and agree that (i) the termination of this Lease shall become effective on the fifth (5th) day following Landlord's receipt of the Termination Notice, and (ii) in order to be effective, the Termination Notice shall contain an express acknowledgment by Tenant that upon the termination of the Lease pursuant to this Section 2(b) all of Landlord's obligations under the DSDUP and the Special Permit to permit Tenant to occupy and use a portion of the Building shall be deemed to be fully satisfied and no longer applicable.

(c) Notwithstanding any term or provision of this Lease to the contrary, the termination of the Term of this Lease shall not constitute the termination of Landlord's obligation to permit Tenant to occupy and use space in the Building as required under the DSDUP and Special Permit.

3. Tenant's Work:

(a) Notwithstanding any term or provision of this Lease to the contrary, Tenant hereby acknowledges and agrees that (i) Landlord shall have no obligation to install or construct any "tenant improvements" or other "fit out" in connection with Landlord's renovation and restoration of the Building and delivery of the Premises to Tenant, and (ii) following the delivery by the Landlord of the Premises to the Tenant in accordance with the terms and conditions of this Lease, it shall be the sole responsibility and obligation of the Tenant to insure that the use and operation of the Premises is in compliance with all applicable federal, state and local codes (including without limitation compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (collectively, the "Accessibility Requirements")); provided, however, that it shall be the sole responsibility and obligation of Landlord to insure that the use and operation of the Common Areas (as hereinafter defined) of the Building are in compliance with the Accessibility Requirements.

(b) Tenant shall be responsible, at Tenant's sole cost and expense, for the installation of such improvements, equipment, fixtures and furnishings necessary to fit-out the Premises (collectively, "Tenant's Work") in accordance with the plans and specifications identified on Exhibit C attached hereto (the "Tenant's Plans and Specifications"), which Tenant's Work shall include, without limitation, the installation of such HVAC systems, insulation, wiring and other equipment necessary to ensure that Tenant's use and operation of the Premises complies with the requirements and obligations set forth in Section 10 of this Lease. Subject to the terms and conditions of Section 3(e) below, Landlord hereby acknowledges and agrees that it has reviewed and approved the Tenant's Plans and Specifications prior to the Commencement Date. Tenant shall (i) commence construction of the Tenant's Work as soon as commercially reasonable following the Commencement Date, and (ii) diligently prosecute the construction of the Tenant's Work so that the completion of such construction occurs within a commercially reasonable period of time. All such construction of the Tenant's Work shall be completed to the reasonable satisfaction of Landlord at Tenant's sole cost and expense and in a good and workmanlike manner using materials of a quality at least equivalent to those used by Landlord in connection with the renovation and restoration of the Building. Furthermore, Tenant shall (i) to the extent not already done so, obtain all necessary governmental permits, licenses and approvals (including, without limitation, a full and unconditional building permit) required in connection with Tenant's Work prior to the commencement of construction of Tenant's Work, (ii) not suffer or permit any mechanics' or similar liens to be placed upon the Premises, Building or Property for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed in connection with the completion of Tenant's Work, and shall cause any such lien to be released of record forthwith without any cost to Landlord, (iii) subject to the terms and conditions of Section 12(b) below, at all times when any construction of Tenant's Work is in progress, maintain, at Tenant's sole cost and expense, insurance coverage meeting the requirements set forth in Exhibit D attached hereto, or as otherwise reasonably required by Landlord from time to time, and certificates of insurance evidencing such coverage shall be furnished to Landlord prior to the commencing of any such work, and (iv) cooperate with Landlord in connection with the coordination of the construction of Tenant's Work so as to ensure that such Tenant's Work is performed in such a manner so as to prevent any material interference with the (1) use and enjoyment of the Landlord's Space and any other portion of the Building and Property by Landlord and any tenant, licensee, contractor, agent or employee of Landlord, and (2) development, construction, use and operation of the Project by Landlord and any tenant, licensee,

contractor, agent or employee of Landlord. Without limitation of any term or provision of this Section 3(b), the construction of Tenant's Work shall not be deemed to be complete until the Tenant shall have obtained a permanent certificate of occupancy for the Premises after the completion of the Tenant's Work.

(c) Notwithstanding any term or provision of this Section 3 to the contrary, Landlord and Tenant hereby acknowledge and agree that (i) as of the Commencement Date, Landlord has not approved these certain plans included within the Tenant's Plans and Specifications which relate to the design of the exterior entrance to the Premises, including, without limitation, the proposed canopy to be installed by Tenant over such exterior entrance (collectively, the "Exterior Improvements"), (ii) Tenant shall not commence the construction of the Exterior Improvements until Landlord has approved such plans, and (iii) upon obtaining Landlord's written approval of such plans, Tenant shall commence construction of the Exterior Improvements as soon as commercially reasonable and otherwise in accordance with the requirements set forth in this Section 3 with respect to the construction of the Tenant's Work.

(d) During the Term, ownership of the improvements and fixtures constructed as part of the Tenant's Work shall be vested in the Tenant. Upon the expiration or earlier termination of this Lease, such improvements and fixtures shall, at the election of the Landlord, be treated as part of the Premises.

(e) Within ninety (90) days after the completion of the Tenant's Work, or any other alterations or improvements permitted under this Lease, Tenant shall prepare at its expense and deliver to Landlord one complete, legible and reproducible full-sized set of as-built plans shown the Tenant's Work, or such other alterations or improvements, as the case may be.

4. Rent:

(a) On the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in the amount of \$1.00 for the entire initial Term of this Lease. In the event that Tenant elects to exercise any of the extension options described in Section 2(a) above, Tenant shall pay to Landlord Rent in the amount of \$1.00 for each extension period, which amount shall be due and payable in advance on the first day of each such extension period.

(b) In addition to the payment of Rent, commencing on the Commencement Date, and continuing thereafter throughout the Term of this Lease, Tenant shall be responsible for the payment of Tenant's Proportionate Share (as hereinafter defined) of Real Estate Taxes (as hereinafter defined) and Common Area Expenses (as hereinafter defined). The Tenant's obligation to pay Tenant's Proportionate Share of Real Estate Taxes and Common Area Expenses, and the determination of the amount due from Tenant with respect to such Tenant's Proportionate Share of Real Estate Taxes and Common Area Expenses, is further described in Section 8 and Section 6, respectively, of this Lease. All such payments of Tenant's Proportionate Share of Real Estate Taxes and Common Area Expenses shall be considered to be Rent for all purposes under this Lease, and shall be paid by Tenant without any setoff, deduction or prior demand therefor whatsoever.

(c) It is the express understanding and agreement of Landlord and Tenant that the Rent due and payable under this Lease shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the Rent specified above during the Term, and that all expenses of every kind and nature whatsoever, whether ordinary or capital in nature, relating to the construction of the Tenant's Work and the ownership, leasing, operation, maintenance, repair, replacement, rebuilding, use and occupation of the Premises during the Term shall be paid by Tenant without cost or obligation of any type to Landlord whatsoever.

(d) All Rent, and any other amount, due and payable under this Lease shall be submitted by Tenant to Landlord at the address of Landlord provided in Section 16 below, unless a different address is specified by Landlord in a written notice to Tenant.

5. Maintenance of Building and Premises:

(a) Landlord, at its sole cost and expense, shall maintain, repair and replace: (i) the structural elements of the Building and the Premises, which shall include, without limitation, the roof and roof covering, columns, footings, foundation and exterior walls; (ii) all electric, gas, water, sanitary sewer, and other public utility lines and ducts which are located on the Property and serve the Building and the Premises, but are located outside of the Premises; (iii) the HVAC system which serves the Building but not the Premises; and (iv) any damage to the Premises which is occasioned by (1) the negligence or willful misconduct of Landlord, its employees, agents or contractors, or (2) any breach by Landlord of any provision of this Lease, so that the foregoing components and items shall be in good repair and condition throughout the Term, damage caused by fire or other casualty or any condemnation, and normal wear and tear, excepted. Notwithstanding the foregoing, Tenant shall be obligated to reimburse Landlord for the reasonable costs of such maintenance, repair or replacement to the extent that such work is necessitated by the negligence or willful misconduct of Tenant or its employees, agents or contractors, with any such reimbursement to be made within one (1) month following Landlord's submission to Tenant of invoices or other reasonable evidence of any such costs incurred.

(b) Tenant, at its sole cost and expense, shall keep (i) the remainder of the Premises, (ii) any gas, water, electric, sanitary sewer and any other utility lines, conduits, wiring, ductwork, insulation, pipes and other equipment located inside the Premises, (iii) the HVAC system which serves the Premises, (iv) any improvements, equipment, fixtures and furnishings installed by the Tenant in the Premises, and (v) any windows, doors, door closure devices, window and door frames, molding, locks and hardware, and painting or other treatment of interior walls and the ceiling of the Premises, in good condition and repair throughout the Term.

(c) Tenant shall obtain from Tenant's contractors customary warranties and guaranties on all construction work performed by, or on behalf of, Tenant in or on the Premises, and Tenant shall transfer to Landlord all of such warranties and guaranties which relate to those items for which Landlord is responsible to repair and maintain during the Term.

(d) Notwithstanding anything in this Lease to the contrary, and in addition to the other rights and remedies of Landlord set forth in this Lease, Landlord shall have the right, but not the obligation, to take such actions as are necessary in Landlord's sole discretion to prevent or mitigate damages or injury to persons or property arising out of the need for repairs or maintenance of the portions of the Premises that are the responsibility of the Tenant, and at the cost and expense of the Tenant. Landlord shall promptly give notice to the Tenant of its exercise of the foregoing right, and where reasonably practical, the Landlord shall give notice to the Tenant prior to taking such action. The Tenant shall reimburse the Landlord for the reasonable costs and expenses incurred by Landlord in taking such actions within one (1) month after Tenant's receipt from Landlord of a statement therefor.

6. Maintenance of Common Areas:

(a) As used in this Lease, the term "Common Areas" shall mean and include the vehicle parking and other common areas serving the Building, including, without limitation, any common foyer areas, hallways, service areas, driveways, areas of ingress and egress, sidewalks and other pedestrian ways,

landscaped areas, utility systems serving the Common Areas and the like, but shall not include any portion of the Premises.

(b) Landlord, at its sole cost and expense, shall be responsible for maintaining and keeping the Common Areas (i) in a neat, clean, safe, good and orderly condition, (ii) properly lighted, (iii) properly landscaped, (iv) adequately insured with commercial general liability and special form property damage insurance, and (v) otherwise to the standard by which similar common areas of similar properties in the Commonwealth of Massachusetts are operated and maintained.

(c) Tenant shall be obligated to reimburse Landlord for the Tenant's Proportionate Share of the Common Area Expenses that are incurred by, or on behalf of, Landlord during the Term. The term "Tenant's Proportionate Share" as used in this Lease with regard to Common Area Expenses shall mean (i) with regard to those Common Area Expenses incurred by, or on behalf of, Landlord in connection with Landlord's operation and maintenance of the entire Project (excluding those Common Area Expenses described in Item (ii) of this subparagraph (c)), one percent (1%), which percentage is equal to the proportion of the gross floor area of the Project which is attributable to the Premises, and (ii) with regard to those Common Area Expenses incurred by, or on behalf of, Landlord solely in connection with Landlord's operation and maintenance of the Building, twenty-seven percent (27%), which percentage is equal to the proportion of the gross floor area of the Building which is attributable to the Premises. The term "Common Area Expenses" as used in this Lease shall mean the amounts reasonably expended by, or on behalf of, Landlord in performing its obligations under Section 6(b) above (including, without limitation, costs related to Landlord's employees, Landlord's overhead expenses, and the premium costs of insurance required to be maintained by Landlord).

(d) Tenant shall pay Tenant's Proportionate Share of the Common Area Expenses to Landlord within one (1) month after delivery to Tenant by Landlord of a written notice which sets forth the amount of Tenant's Proportionate Share of the Common Area Expenses then due and payable. Such written notice from Landlord to Tenant shall include a copy of all invoices and receipts evidencing the Common Area Expenses incurred by, or on behalf of, Landlord from which the then current amount of Tenant's Proportionate Share of the Common Area Expenses is being calculated.

7. **Utilities:** Throughout the Term, Tenant shall directly contract with utility providers for the supply of all utility services to the Premises. Tenant shall pay directly to such utility providers all costs associated with the utility usage by Tenant at the Premises during the Term. Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. Landlord makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient for Tenant's use of the Premises.

8. **Taxes:**

(a) As used herein, the term "Real Estate Taxes" shall mean all general *ad valorem* real estate taxes, and assessments for betterments and improvements, that are levied or assessed by any lawful authority on the Property and/or the Building during the Term, including any substitution therefor, in whole or in part, due to a future change in the method of taxation.

(b) Tenant shall be obligated to pay Tenant's Proportionate Share of the Real Estate Taxes that accrue on the Property and/or the Building during the Term. The term Tenant's Proportionate Share as used in this Lease with regard to Real Estate Taxes shall mean one percent (1%), which percentage is equal to the proportion of the gross floor area of the Project which is attributable to the Premises.

(c) Tenant shall pay Tenant's Proportionate Share of the Real Estate Taxes to Landlord within one (1) month after delivery to Tenant by Landlord of a written notice which sets forth the amount of Tenant's Proportionate Share of the Real Estate Taxes then due and payable, which notice shall include a copy of the actual tax bill received by the Landlord from which the then current amount of Tenant's Proportionate Share of the Real Estate Taxes is being calculated.

(d) Tenant's Proportionate Share of the Real Estate Taxes shall be prorated between Landlord and Tenant as of the Commencement Date and the end of the Term. For the calendar year in which the Term ends, Tenant's Proportionate Share of the Real Estate Taxes shall be prorated on the basis of one hundred percent (100%) of the previous calendar year's Real Estate Taxes. Upon final assessment of Tenant's Proportionate Share of the Real Estate Taxes for the year of termination, the tax proration will be adjusted to reflect the tax obligation of Tenant.

(e) Tenant shall promptly pay when due all taxes which may be imposed upon personal property (including fixtures taxes as personal property) in, on or within the Premises directly to the assessing party.

(f) Notwithstanding any term or provision of this Lease to the contrary, in the event that at any time during the Term of this Lease (i) the Premises are taxed separately from the balance of the Property by the applicable governmental authority, (ii) Landlord receives a tax bill solely with respect to the Premises and separate from the tax bill for the remaining portion of the Property, (iii) such separate tax bill with respect to the Premises indicates that the Premises are deemed to be exempt from Real Estate Taxes, and (iv) Landlord incurs no obligation with respect to the payment of any Real Estate Taxes with respect to the Premises, Tenant shall not be responsible for the payment of any Real Estate Taxes with respect to the Premises, and Tenant shall only be obligated to pay to Landlord Tenant's Proportionate Share of the Real Estate Taxes related to the Common Areas, as reasonably calculated by Landlord.

9. Insurance and Indemnification:

(a) Subject to the terms and conditions of Section 12(b) below, Tenant shall maintain from and after the Commencement Date, and until the end of the Term, the following insurance policies: (i) commercial general liability insurance in amounts of \$1,000,000 per occurrence with \$2,000,000 in the aggregate or such other amounts as Landlord may from time to time reasonably require, insuring Tenant, Landlord, Landlord's agents and their respective Affiliates (as hereinafter defined) against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (ii) "all-risk" property damage insurance covering the full value of Tenant's inventory, personal property, business records, furniture, floor coverings, fixtures and equipment, and all improvements installed by Tenant for damage or other loss caused by fire or other casualty, and other property (including, without limitation, property of others) in the Premises, (iii) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder, (iv) worker's compensation insurance, containing a waiver of subrogation endorsement acceptable to Landlord, (v) automobile insurance with a combined single limit of \$1,000,000, and (vi) business interruption insurance with an indemnity period of not less than twelve (12) months. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy and noncontributory. Tenant shall furnish to Landlord certificates of such insurance showing Landlord and Landlord's managing agent and others designated by Landlord as additional insureds (not including worker's compensation), and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least thirty (30) days before

cancellation or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time. The term "Affiliate" shall mean any person or entity, directly or indirectly, controlling, controlled by, or under common control with the party in question.

(b) Landlord and Tenant each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against under any insurance policy that covers the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant's waiver, is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such loss; provided, however, that Landlord's waiver shall not include any deductible amounts on insurance policies carried by Landlord or to any coinsurance penalty which Landlord may sustain. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

(c) To the maximum extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including, without limitation, attorneys' fees) arising from any Loss directly or indirectly caused by or in connection with any violation of this Lease or the use of the Building, Premises or Common Areas by, or any other act, omission or negligence of, Tenant, or the Tenant's contractors, licensees, agents, servants, or employees, any other occupant of the Premises, or any of their respective agents, employees, invitees or contractors. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with any violation of applicable law including, without limitation, the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any Hazardous Materials. To the extent that Tenant is required to carry insurance hereunder, Tenant agrees that Tenant's property loss risks shall be borne by such insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses; for purposes hereof, any deductible amount shall be treated as though it were recoverable under such policies. This indemnity is intended to indemnify Landlord and its agents against the consequences of their own negligence when Landlord or its agents are jointly, comparatively, contributively, or concurrently negligent with Tenant. This indemnity provision shall survive termination or expiration of this Lease. If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

10. Use:

(a) The Premises shall be used only for the purpose of (i) operating a telecommunications center with the provision, in part, of local cable television services to the citizens of the Town of Lexington, (ii) certain other uses that are ancillary to the use described in (i) above and are approved in writing by Landlord, and (iii) any other use requested by Tenant and approved in writing by Landlord which approval shall not be unreasonably withheld or delayed so long as such other use will not materially interfere with the (A) use and enjoyment of the Landlord's Space and any other portion of the Building and Property by Landlord and any tenant, licensee, contractor, agent or employee of Landlord, and (B) development, construction, use and operation of the Project by Landlord and any tenant, licensee,

contractor, agent or employee of Landlord. Tenant shall, at Tenant's sole cost and expense, be responsible for (1) obtaining any required licenses and permits required by applicable governmental authorities in connection with Tenant's use of the Premises, and (2) complying with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and departments applicable to the Tenant's use and operation of the Premises.

(b) The Tenant further agrees to conform to all of the following provisions during the Term:

(i) All trash, refuse and the like shall be separated and otherwise disposed of by Tenant as required by applicable law and otherwise in accordance with the terms and conditions of this paragraph. All trash, refuse, and the like, shall be kept by Tenant in covered trash receptacles within the interior of the Premises until removed by Tenant in accordance with the immediately following sentence. The Tenant shall arrange for the removal of all trash from the Premises to the trash compactor and recycling center located on the Property near the Building and designated by Landlord at least once a day and otherwise in accordance with such reasonable rules and regulations as are established by Landlord from time to time. If provision is made by the Landlord for trash removal by a contractor, the Tenant agrees to use said contractor for its trash removal and to pay when due all reasonable charges at the rate established therefor from time to time. Notwithstanding any term or provision of this paragraph to the contrary, Tenant hereby acknowledges and agrees that (1) it shall be Tenant's responsibility, at Tenant's sole cost and expense, to contract for the daily removal from the Premises and the Property (in accordance with all applicable laws and regulations) of any trash, refuse and the like which is (A) uniquely related to the use of the Premises by LexMedia (as hereinafter defined) in accordance with the provisions of Section 10 below (i.e., film, electrical equipment, camera equipment, etc.), and (B) different in character than the trash, refuse and the like customarily produced by Landlord and any other occupant of any portion of the Building, and (2) any such contract shall be subject to the prior review and approval of Landlord, which approval shall not be unreasonably withheld or delayed;

(ii) The Tenant shall at all times fully and adequately heat and/or air-condition (as the circumstances require) the Premises;

(iii) The Tenant agrees that it and its employees, and others connected with the Tenant's operations at the Premises, will abide by all reasonable rules and regulations from time to time established by the Landlord with respect to the operation of the Premises; and

(iv) Tenant agrees that, within the Premises, it shall be responsible for compliance with the Accessibility Requirements.

(c) Notwithstanding any term or provision of this Section 10, or any other Section of this Lease, to the contrary, Tenant hereby acknowledges and agrees that Tenant's use of the Premises shall in no way materially interfere with the (1) uninterrupted use and enjoyment of the Landlord's Space and any other portion of the Building or Property by Landlord and any tenant, licensee, contractor, agent or employee of Landlord, and (2) development, construction, use and operation of the Project by Landlord and any tenant, licensee, contractor, agent or employee of Landlord.

(d) Subject to Force Majeure (as described in Section 21(b) below), Tenant covenants and agrees to continuously and uninterruptedly use the Premises in accordance with the requirements of this Lease. If the Premises shall be abandoned, deserted, or vacated by the Tenant, Landlord shall have the right to terminate this Lease and recover exclusive possession of the Premises by written notice to Tenant.

In the event Landlord exercises its right to terminate this Lease under this Section 10(d), this Lease shall terminate as of the date that is thirty (30) days after the date of Landlord's notice to Tenant thereof.

11. Tenant Alterations: Subject to Section 3 of this Lease, Tenant shall make no alterations, decorations, installations, removals, additions or improvements in or to the Premises without Landlord's prior written consent, and then only at Tenant's sole cost and expense and only with contractors and mechanics approved by Landlord. Tenant shall provide Landlord with a copy of the plans and specifications with respect to any such alterations, decorations, installations, removals, additions or improvements for Landlord's written approval prior to undertaking any construction of such alterations, decorations, installations, removals, additions or improvements. Landlord shall approve or disapprove such plans and specifications within a commercially reasonable period of time following Landlord's receipt of the same. Upon obtaining Landlord's prior written approval of the plans and specifications with respect to any such alterations, decorations, installations, removals, additions or improvements, Tenant shall (i) commence construction of such alterations, decorations, installations, removals, additions or improvements as soon as commercially reasonable following Tenant's receipt of Landlord's approval of such plans and specifications, and (ii) diligently prosecute the construction of such alterations, decorations, installations, removals, additions or improvements so that the completion of such construction occurs within a commercially reasonable period of time. All such construction of such alterations, decorations, installations, removals, additions or improvements shall be completed to the reasonable satisfaction of Landlord at Tenant's sole cost and expense and in a good and workmanlike manner using materials of a quality at least equivalent to those used by Landlord in connection with the renovation and restoration of the Building. Furthermore, Tenant shall (i) to the extent not already done so, obtain all necessary governmental permits, licenses and approvals (including, without limitation, a full and unconditional building permit) in connection with the construction of such alterations, decorations, installations, removals, additions or improvements prior to the commencement of construction thereof; (ii) not suffer or permit any mechanics' or similar liens to be placed upon the Premises, Building or Property for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant in connection with the completion of any such alterations, decorations, installations, removals, additions or improvements, and shall cause any such lien to be released of record forthwith without any cost to Landlord; (iii) subject to the terms and conditions of Section 12(b) below, at all times when any construction of such alterations, decorations, installations, removals, additions or improvements is in progress, maintain, at Tenant's sole cost and expense, insurance meeting the requirements of Exhibit D of this Lease, or as otherwise reasonably required by Landlord from time to time, and certificates of insurance evidencing such coverage shall be furnished to Landlord prior to the commencing of any such work, and (iv) cooperate with Landlord in connection with the coordination of the construction of any such alterations, decorations, installations, removals, additions or improvements so as to ensure that the construction of any such alterations, decorations, installations, removals, additions or improvements is performed in such a manner so as to prevent any material interference with the (1) use and enjoyment of the Landlord's Space and any other portion of the Building and Property by Landlord and any tenant, licensee, contractor, agent or employee of Landlord, and (2) development, construction, use and operation of the Project by Landlord and any tenant, licensee, contractor, agent or employee of Landlord.

12. Assignment and Subletting:

(a) Tenant shall not, without the prior written consent of Landlord, which consent may be granted or withheld in the Landlord's sole discretion, (i) assign its interest in this Lease, or (ii) sublet the whole or any portion of the Premises. Any purported assignment or sublet made without Lender's prior written consent shall be void and confer no rights upon any third person. Tenant shall not be released from

any liability or obligation under this Lease notwithstanding any assignment, subletting, or other transfer permitted in accordance with this Section 12. Landlord's consent to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Notwithstanding any term or provision of this Section 12 to the contrary, Landlord hereby acknowledges and agrees that Tenant shall be permitted to sublease the Premises to Lexington Community Media Center, Inc. ("LexMedia"), provided that Landlord, Tenant and LexMedia enter into a Consent to Sublease in form and substance reasonably satisfactory to Landlord in connection with such sublease.

(b) Notwithstanding any term or provision of this Lease to the contrary, including, without limitation, Exhibit D attached hereto and Section 9 above, Landlord and Tenant hereby acknowledge and agree that to the extent that (i) Tenant sublets the entire Premises to a subtenant (a "Subtenant") in accordance with the terms and conditions of this Lease, and so long as the applicable sublease remains in full force and effect, and (ii) Tenant causes such Subtenant to obtain and maintain all of the insurance coverages required pursuant to, and to otherwise comply with the requirements of, the terms and conditions of this Lease, including, without limitation, the insurance coverages described in Exhibit D attached hereto and in Section 9 above, Tenant shall not be obligated to maintain such insurance coverages on its own behalf.

13. Default by Tenant:

(a) Any one of the following shall be deemed to be an "Event of Default" by Tenant under this Lease:

(i) Failure on the part of the Tenant to make any payment of Rent, or any other monetary amount due under this Lease, within ten (10) days after the due date thereof.

(ii) Failure on the part of the Tenant to comply with the provisions of Section 10 above, and such failure shall continue for a period of twenty (20) days after notice from Landlord to Tenant.

(iii) Failure on the part of the Tenant to maintain any insurance required to be maintained by the Tenant under this Lease.

(iv) Failure on the part of the Tenant to perform or comply with any other term, covenant or condition of this Lease, and such failure shall continue for a period forty (40) days after notice from Landlord to Tenant, or if such failure cannot with due diligence be cured within such forty (40) day period, within such additional time reasonably necessary provided that Tenant commences to cure the same within such forty (40) day period and thereafter prosecutes the curing of such failure with diligence, but in no event shall such additional time exceed an additional one hundred twenty (120) days.

(b) Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in any former instance, the Landlord lawfully may, in addition to any remedies available to the Landlord under applicable statutes or case law, or otherwise, immediately or at any time thereafter, and without demand or notice (and the Tenant hereby expressly waives any notice to quit possession of the Premises), enter into and upon the Premises and repossess the same as the Landlord's former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or the Landlord may send written notice to the Tenant terminating the

Term of this Lease; and upon the first to occur of: (i) entry as aforesaid; or (ii) the fifth (5th) day following the sending of such notice of termination, the Term of this Lease shall terminate.

(c) Upon an Event of Default by Tenant, Landlord may, but shall be under no obligation to, cure, on behalf of Tenant, such Event of Default. In connection with such cure, Landlord may enter upon the Premises and take all such action thereon as may be necessary. Landlord shall not be liable for any inconvenience, annoyance, disturbance or other damage to Tenant or any operator or occupant of the Premises by reason of Landlord performing any such cure, and the obligations of Tenant under this Lease shall not be affected thereby. All reasonable sums paid by Landlord, and all reasonable costs and expenses incurred by Landlord, including, without limitation, attorneys' fees and expenses, in connection with the performance of any such cure, shall be paid by Tenant to Landlord, as additional rent under this Lease, on demand. If Landlord shall exercise its rights under this Section 13(c) to cure an Event of Default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such amount or perform such obligation upon demand. All costs incurred by Landlord hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

(d) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

14. Casualty:

(a) In the event the whole, or any portion of the, Building, Premises and/or Common Areas are damaged or destroyed by fire or any other casualty during the Term, the Landlord shall (i) to the extent that the estimated cost to repair such damage or destruction in the reasonable opinion of the Landlord is not more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), promptly and diligently, to the extent adequate insurance proceeds are made available to the Landlord for such purpose, and subject to reasonable delays for insurance adjustment, delays caused by Tenant, repair and restore the damaged or destroyed portion of the Building, Premises and/or the Common Area to substantially the same condition they were in immediately prior to such damage or destruction; provided, however, that the Landlord shall not be obligated to repair or restore any portion of the Tenant's Work or any other improvements constructed by Tenant within the Premises from time to time (including any additions, replacements or renovations thereto) in connection with such repair and restoration, or (ii) to the extent that the estimated cost to repair such damage or destruction in the reasonable opinion of the Landlord is greater than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), or if adequate insurance proceeds are not made available to the Landlord in connection with such damage or destruction, have the option of either (A) repairing and restoring the damaged or destroyed portion of the Building, Premises and/or the Common Areas to substantially the same condition they were in immediately prior to such damage or destruction, subject to the terms and conditions contained in the immediately preceding subsection (i), or (B) terminating this Lease by notifying Tenant in writing of such termination within thirty (30) days after the date of such damage or destruction, such notice to include a termination date giving the Tenant thirty (30) days to vacate the Premises. To the extent the Landlord is obligated, or elects, to repair and restore the damaged or destroyed portion of the Building, Premises and/or Common Areas in accordance with this Section 14(a), (1) such repair and restoration shall be promptly commenced and performed with due diligence in a good and workmanlike manner and in accordance with applicable

law, and (2) the Landlord shall take reasonable measures to minimize any inconvenience or annoyance to Tenant or its visitors resulting in any way from such damage or destruction, or the repair and restoration thereof. To the extent that the Landlord elects to terminate this Lease in accordance with this Section 14(a), any unearned Rent or other charges paid in advance by Tenant shall be refunded to Tenant as of the effective date of such termination.

(b) In the event of any damage or destruction of any portion of the Building, Premises and/or Common Areas serving the Premises, provided this Lease is not terminated by Landlord as provided in Section 14(a) above, and provided that Landlord is repairing or restoring such areas as set forth above, the Tenant shall promptly and diligently repair and restore the Tenant's Work and any other improvements constructed by the Tenant within the Premises from time to time (including any additions, replacements or renovations thereto), to the extent the same are damaged or destroyed, to substantially the same condition they were in immediately prior to such damage or destruction. To the extent that the Tenant is obligated to repair and restore the damaged or destroyed improvements constructed by the Tenant within the Premises, from time to time (including any additions, replacements or renovations thereto) in accordance with this Section 14(b), Tenant shall (i) commence such repair and restoration as soon as commercially reasonable following Tenant's receipt of the prior written consent of Landlord referenced in the last sentence of this Section 14(b), (ii) diligently prosecute such repair and restoration so that the completion of such repair and restoration occurs within a commercially reasonable period of time. Any such repair and restoration shall be completed to the reasonable satisfaction of Landlord at Tenant's sole cost and expense and in a good and workmanlike manner using materials of a quality at least equivalent to those used by Landlord in connection with the construction of the Building. Furthermore, Tenant shall (i) to the extent not already done so, obtain all necessary governmental permits, licenses and approvals in connection with making any such repairs or restoration, (ii) not suffer or permit any mechanics' or similar liens to be placed upon the Premises or Building for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant in connection with the making of any such repair or restoration, and shall cause any such lien to be released of record forthwith without any cost to Landlord, (iii) subject to the terms and conditions of Section 12(b) above, at all times when any construction of any such repairs or restoration is in progress, maintain, at Tenant's sole cost and expense, insurance meeting the requirements of Exhibit D attached hereto, or as otherwise reasonably required by Landlord from time to time, and certificates of insurance evidencing such coverage shall be furnished to Landlord prior to the commencing of any such work, and (iv) cooperate with Landlord in connection with the coordination of the construction of any such repair or restoration so as to ensure that such repair or restoration is performed in such a manner so as to prevent any material interference with the (A) use and enjoyment of the Landlord's Space and any other portion of the Building and Property by Landlord and any tenant, licensee, contractor, agent or employee of Landlord, and (B) development, construction, use and operation of the Project by Landlord and any tenant, licensee, contractor, agent or employee of Landlord. Prior to the commencement of any such repair and restoration, Tenant shall submit to Landlord, for Landlord's review and prior written approval, all plans, specifications and working drawings related to such repair and restoration. Landlord shall approve or disapprove such plans, specifications and working drawings within twenty (20) business days of Landlord's receipt of the same.

15. Taking:

(a) If Landlord receives notice of the intention of any authority to appropriate, take or condemn any portion of the Premises for public or quasi-public use under any right of eminent domain, condemnation or other law (collectively, a "Taking"), Landlord shall promptly notify Tenant thereof. In the event of any such Taking, any award, settlement or proceeds shall be distributed to the parties in proportion to the value of their respective interests in the Building; provided, however, that in the event

that this Lease is terminated as a result of a Taking, the Tenant's portion of the award shall not exceed the unamortized fair market value as of the date of the Taking of (i) the improvements constructed by Tenant in the Premises from time to time (including any additions, replacements or renovations thereto), and (ii) Tenant's Work. Tenant shall have a separate claim against the appropriate authority for the amount of Tenant's moving costs incurred as a result of vacating the Premises in connection with a Taking. In the event of such Taking or like proceeding, the parties shall represent their own interests and shall present and prosecute their own claims for damages insofar as possible. If the parties are not permitted to proceed as separate parties, they shall jointly select counsel to present and prosecute their claim, and all costs thereof shall be paid by the parties in proportion to the amount of the award, settlement or sale proceeds that each receives.

(b) Any apportionment of the final award or settlement of damages entered into by Landlord and Tenant with the authority over a Taking shall be binding upon the parties. If no such apportionment is made, then the parties shall agree on the value of their respective interests and distribution shall be made in accordance with such agreement. If the parties are unable to agree on the value of their respective interests, the parties agree to proceed forthwith to arbitrate the issue in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

(c) Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other party of such election not later than thirty (30) days after a Taking if such Taking results in (i) loss of all of the Premises or an exterior wall thereof, (ii) limitation of access to the Premises preventing or substantially adversely affecting operation of Tenant's use of the Premises, or (iii) the remaining portion of the Premises being, in Landlord's or Tenant's reasonable judgment, unusable by Tenant. If all or any portion of the Premises is taken, condemned or sold as described in this Section 15(c), and if Landlord or Tenant exercises its option to terminate this Lease, then this Lease and Tenant's obligation to pay Rent and other charges shall terminate (with the unearned portion of the Rent and other charges theretofore paid being returned to Tenant), except that such action shall not be deemed to terminate this Lease for purposes of Tenant's prosecuting and receiving an award or settlement for damages.

(d) If any such Taking is less than described in Section 15(c) above, or if neither Landlord nor Tenant elects to terminate this Lease in accordance with Section 15(c) above, (i) this Lease shall continue, (ii) Tenant, at its sole cost and expense, shall diligently repair, restore or rebuild the improvements constructed by Tenant within the Premises in accordance with the applicable requirements set forth in Section 14(b) above, and (iii) Landlord, at its sole cost and expense, shall diligently repair, restore or rebuild the remaining portion of the Building, Premises and Common Areas, in each case to substantially the condition they were in immediately prior to the Taking. Rent and any other amounts due under this Lease shall be abated during any period in which the Tenant's use of the Premises is ceased for restoration and thereafter equitably reduced based on any reduction in the floor area of the Premises as a result of such Taking, and any unearned rent and other charges theretofore paid shall be returned to Tenant.

(e) If so much of the Building (which may include the Premises) or the Property shall be subject to a Taking or shall receive any direct or consequential damage by reason of anything done pursuant to any public or quasi-public authority such that continued operation of the same would, in Landlord's reasonable discretion, be uneconomical, Landlord may elect to terminate this Lease by giving written notice to Tenant of such election not later than thirty (30) days after the effective date of such Taking.

16. Notice: All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) when deposited with the U.S. Postal Service and mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid and addressed as follows:

If to Landlord:

AvalonBay Communities, Inc.
51 Sleeper Street, Suite 750
Boston, MA 02110
Attention: Michael J. Roberts, Vice President - Development

With a copy to:

AvalonBay Communities, Inc.
2900 Eisenhower Avenue, 3rd Floor
Alexandria, VA 22314
Attention: Senior Vice President and General Counsel

With a copy to:

Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110-3333
Attention: Steven Schwartz, Esq.

If to Tenant:

Town of Lexington
Town Office Building
1625 Massachusetts Avenue
Lexington, MA 02420
Attention: Carl Valente, Town Manager

With a copy to:

Anderson & Kreiger LLP
One Canal Park, Suite 200
Cambridge, MA 02141
Attention: Ryan D. Pace, Esq.

or (b) when deposited with a reputable overnight delivery service for overnight delivery addressed to the same parties specified in subparagraph (a) above, or (c) upon actual delivery when delivered by hand during usual business hours addressed to the same parties specified in subparagraph (a) above, except that either party may by written notice to the other designate another address which shall thereupon become the effective address of such party for the purposes of this paragraph.

17. Environmental:

(a) As used in this Lease, the term "Environmental Laws" shall mean, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures; and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); The Resource Conservation and Recovery Act, 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 Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen. L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass.Gen. L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen. L. c. 21J §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass. Gen. L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or city or county ordinance regulating the generation, storage, containment or disposal of any Hazardous Materials or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

(b) Tenant hereby represents, warrants and covenants that, except as may be permitted by and only in accordance with Environmental Laws, Tenant shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises to the maximum extent required by law. Tenant hereby agrees that, to the extent permitted by applicable law, Tenant shall indemnify and hold Landlord harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including attorneys' fees, arising out of (i) the breach of this Section 17 by Tenant, or (ii) the placement by Tenant, or its employees or contractors, of any Hazardous Materials in or upon the Premises, except in a manner which is in compliance with all Environmental Laws. In addition, Tenant hereby covenants and agrees that during the Term, in the event any Hazardous Materials are located in, on or upon the Premises, and so long as such Hazardous Materials were not introduced by Landlord or Landlord's agents, employees, contractors or invitees, Tenant shall promptly remove and/or remediate such Hazardous Materials to the full extent required by, and in accordance with, any Environmental Laws. For purposes of this Lease, "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any Environmental law.

(c) The agreements, representations and warranties of Tenant in this Section 17 shall survive the expiration or earlier termination of this Lease.

18. **Subordination:** Tenant's rights and interests under this Lease shall be (i) subject and subordinate to any existing or future mortgages, deeds of trust, overleases, or similar instruments covering Landlord's fee interest in the Property and/or Building, and to all advances, modifications, renewals, replacements, and extensions thereof (each of the foregoing, a "Mortgage"), or (ii) to the extent that any holder of a Mortgage (each such holder, a "Mortgagee") so elects, prior to the lien of any present or future Mortgage. Tenant further shall attorn to and recognize any successor landlord, whether through foreclosure or otherwise, as if the successor landlord were the originally named landlord under this Lease. Notwithstanding anything to the contrary in this Section 18, as to any future Mortgage, the herein provided subordination and attornment shall be effective only if the Mortgagee agrees, by a written commercially reasonable instrument in recordable form (a "Nondisturbance Agreement") that, as long as Tenant shall not be in default of the obligations on its part to be kept and performed under the terms of this Lease, this Lease will not be affected and Tenant's possession and rights hereunder will not be disturbed by any default in, termination, and/or foreclosure of, such Mortgage.

19. **Exculpatory Clause:** Tenant shall neither assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Property and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (or any officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives and the like, disclosed or undisclosed, of the Landlord) ever be personally liable for any liability under this Lease. In no event shall Landlord (or any other officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives and the like, disclosed or undisclosed, of the Landlord) ever be liable for consequential or incidental damages.

20. **Surrender; Holdover:**

(a) Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, (i) quit and peacefully surrender and deliver up the Premises to the possession and use of Landlord without delay and in good order, condition and repair, including any fixtures and/or improvements installed by Tenant therein. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of the Term, those permitted under this Lease or created or suffered by Landlord and shall be surrendered without any payment by Landlord on account of any improvements. Upon or at any time after the expiration or earlier termination of this Lease, Landlord shall have, hold and enjoy the Premises and the right to receive all income from the same. Tenant shall remove from the Premises all personal property within thirty (30) days after the termination of this Lease and shall repair at Tenant's sole cost any damage to the Premises caused by such removal, unless Landlord permits such property to remain.

(b) If Tenant or any party claiming by, through or under Tenant retains possession of the Premises or any part thereof after the expiration or earlier termination of this Lease, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes (i) an Event of Default under the Lease, (ii) a month-to-month tenancy, or (iii) the creation of a tenancy-at-sufferance, in any case upon the terms and conditions set forth in this Lease. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this Section 20 shall not constitute a waiver by Landlord of any right of re-entry as set forth in this Lease; nor shall receipt of any Rent or any other act in apparent affirmation of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

21. Miscellaneous:

(a) Amendments to Lease. This Lease may not be amended, modified, supplemented or extended except by a written instrument executed by Landlord and Tenant.

(b) Force Majeure. Except for the payment of sums of money due from one party to the other, if either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, acts of war, terrorism or bioterrorism, strikes; lockouts, labor troubles, plan approval delay, inability to procure materials; restrictive governmental laws or regulations, any moratorium on the issuance by any governmental authority of any licenses, permits or other approvals required by Landlord or Tenant to construct the Building and/or the Premises, adverse weather, unusual delay in transportation, delay by the other party hereto or other cause without fault and beyond the control of the party obligated to perform (financial inability excepted), the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equal to the period of such delay; provided, however, the party so delayed or prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.

(c) Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(d) WAIVER. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS OR ASSIGNS UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS, ANY NEGOTIATIONS IN CONNECTION THEREWITH, OR TENANT'S USE OR OCCUPATION OF THE PREMISES.

(e) Quiet Enjoyment. Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and matters of record. The foregoing shall not create any liability on the part of Landlord for any defects in or encumbrances on Landlord's title existing as of the date hereof.

(f) Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.

(g) Notice of Lease. Landlord and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith with the Registry, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with the Registry.

(h) Captions, Exhibits, Gender, Etc. The captions of this Lease are for convenience and reference only in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. The Exhibits to this Lease are incorporated into this Lease and are a part hereof. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

(i) Massachusetts Law Governs. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions.

(j) Time of the Essence. Time shall be of the essence of this Lease and the performance of the respective obligations of Landlord and Tenant hereunder, including, without limitation, the delivery of notices hereunder.

(k) No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or to make Landlord an associate in any way of Tenant in the conduct of Tenant's business; nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

(l) Tenant Request for Consent. Tenant shall reimburse Landlord for its reasonable attorneys' fees and out-of-pocket expenses incurred in connection with any request by Tenant for Landlord's consent hereunder, provided, however, that Landlord shall provide Tenant with an estimate of said fees and/or expenses for Tenant's review and approval prior to incurring such costs.

(m) Prevailing Party. In any litigation between the parties arising out of this Lease, or in connection with any other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party the prevailing party's attorneys' fees and costs incurred in connection with the enforcement of the terms of this Lease.

(n) Brokers. Each of Landlord and Tenant warrant and represent to the other that it has had no dealings or negotiations with any broker or agent in connection with this Lease. Each agrees to pay, and, to the extent permitted by applicable law, shall hold the other harmless and indemnified from and against, any and all costs, expenses (including without limitation attorneys' fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Lease or the negotiation thereof.

(o) Covenants Running with the Land. Tenant intends, declares, and covenants, on behalf of itself and all future holders of Tenant's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Premises, encumbering the Premises for the term of this Lease, binding upon Tenant and Tenant's successors-in-interest; (b) are not merely personal covenants of Tenant; and (c) shall inure to the benefit of Landlord. Landlord intends, declares, and covenants, on behalf of itself and all future holders of Landlord's interest hereunder, that this Lease and the covenants and restrictions set forth in this Lease regulating and restricting the use, occupancy, and transfer of the Premises (a) shall be and are covenants running with the Property, encumbering the Property for the term of this Lease, binding upon Landlord and Landlord's successors-in-interest; (b) are not merely personal covenants of Landlord; and (c) shall inure to the benefit of Tenant.

(p) Entire Agreement. This Lease, including all attached Exhibits, contains the entire agreement between Landlord and Tenant with respect to its subject matter. Except for those which are specifically set forth in this Lease, no representations, warranties or agreements have been made by Landlord or Tenant to one another with respect to his Lease.

(q) No Waiver. No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or

agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. No payment by Tenant, nor receipt from Landlord, of a lesser amount than the Rent or other charges or fees due as stipulated in this Lease will be deemed to be anything other than a payment on account of the same, and to the earliest due of the same. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Tenant, Landlord may collect Rent from the assignee, tenant, or other occupant and apply the net amount collected to the Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, tenant or other occupant as Tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

(r) Cumulative Rights. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

(s) Counterparts. This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

(t) Leasehold Mortgages. Notwithstanding anything to the contrary contained in this Lease, Tenant hereby acknowledges and agrees that Tenant shall not be permitted to, at any time, encumber, hypothecate or mortgage its interest in the Premises with any mortgage, assignment of leasehold interest or any other similar security instrument.

(u) Estoppel Certificates. Landlord and Tenant promptly shall execute and deliver to each other, within fifteen (15) business days after request, a certificate as to matters customarily requested in connection with estoppel certificates, including, without limitation, whether or not (i) the Lease is in full force and effect, (ii) the Lease has been modified or amended in any respect and describing such modifications or amendments, if any, and (iii) there are any existing defaults thereunder to the knowledge of the party executing the certificate and specifying the nature of such defaults if any.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Lease as of the day and year first above written.

LANDLORD:

AVALONBAY COMMUNITIES, INC.

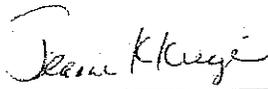
By: 
Name: Michael J. Roberts
Title: Vice President - Development

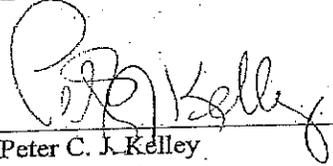
[Tenant signature on the following page]

March
[Tenant Signature Page - Lease Agreement (Kline Hall) dated as of ~~January~~ 7, 2008]

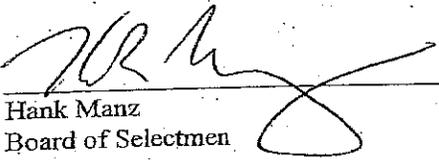
TENANT:

THE TOWN OF LEXINGTON

By: 
Name: Jeanne K. Krieger
Title: Board of Selectmen, Chairman

By: 
Name: Peter C. J. Kelley
Title: Board of Selectmen

By: 
Name: Norman P. Cohen
Title: Board of Selectmen

By: 
Name: Hank Manz
Title: Board of Selectmen

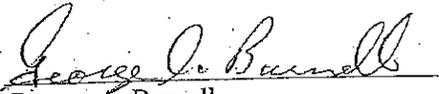
By: 
Name: George A. Burnell
Title: Board of Selectmen

EXHIBIT A

Premises

(See Attached)

The Architectural Team, Inc.
 40 Commonwealth Way
 At Adcock's Hill
 Chelsea, MA 02150
 Telephone: (617) 889-4402
 Facsimile: (617) 884-4329
 www.architecturalteam.com

Project: **Avalon at Lexington Square**
 Location: **Lexington, Ma.**
 Client: **Kline Hall**
 Building: **Lexington/AVB Floor Area**
 Drawing No: **00304 (2/31)**
 Date: **October 17, 2006**
 Scale: **1 of 1**

CROSS FLOOR AREA¹

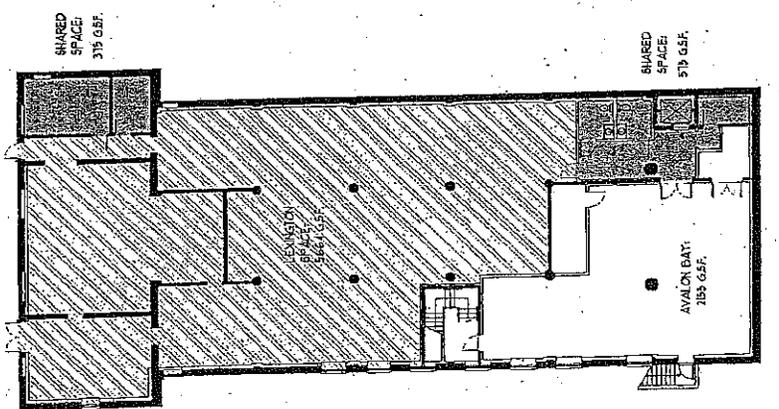
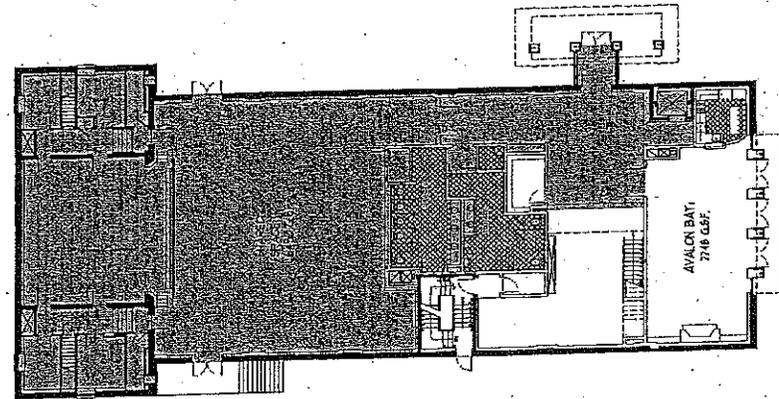
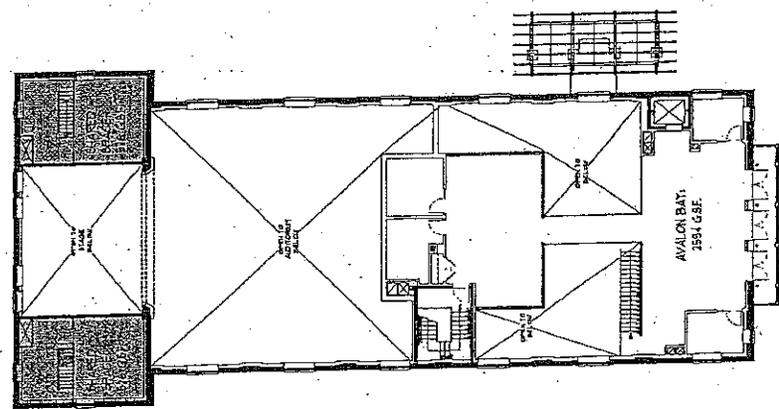
BASEMENT	LEXINGTON	SHARED	AVALON/BAY
5,284 SF	5,284 SF	392 SF	7,952 SF
ST FLOOR	1,439 SF	1,439 SF	7,249 SF
2ND FLOOR	1,693 SF	1,693 SF	7,934 SF
TOTAL	8,416 SF	5,524 SF	16,395 SF

NET FLOOR AREA
(MEASURED AS PER LEASING AGREEMENT)

BASEMENT	LEXINGTON	SHARED	AVALON/BAY
4,931 SF	4,931 SF	174 SF	7,036 SF
ST FLOOR	1,139 SF	1,139 SF	7,275 SF
2ND FLOOR	841 SF	841 SF	6,531 SF
TOTAL	6,911 SF	1,952 SF	14,842 SF

NET FLOOR AREA
(MEASURED PER LEASING AGREEMENT BY LAW)

BASEMENT	LEXINGTON	SHARED	AVALON/BAY
5,128 SF	5,128 SF	178 SF	7,434 SF
ST FLOOR	1,857 SF	1,857 SF	7,617 SF
2ND FLOOR	876 SF	876 SF	5,803 SF
TOTAL	7,861 SF	2,931 SF	16,854 SF



NOTES:

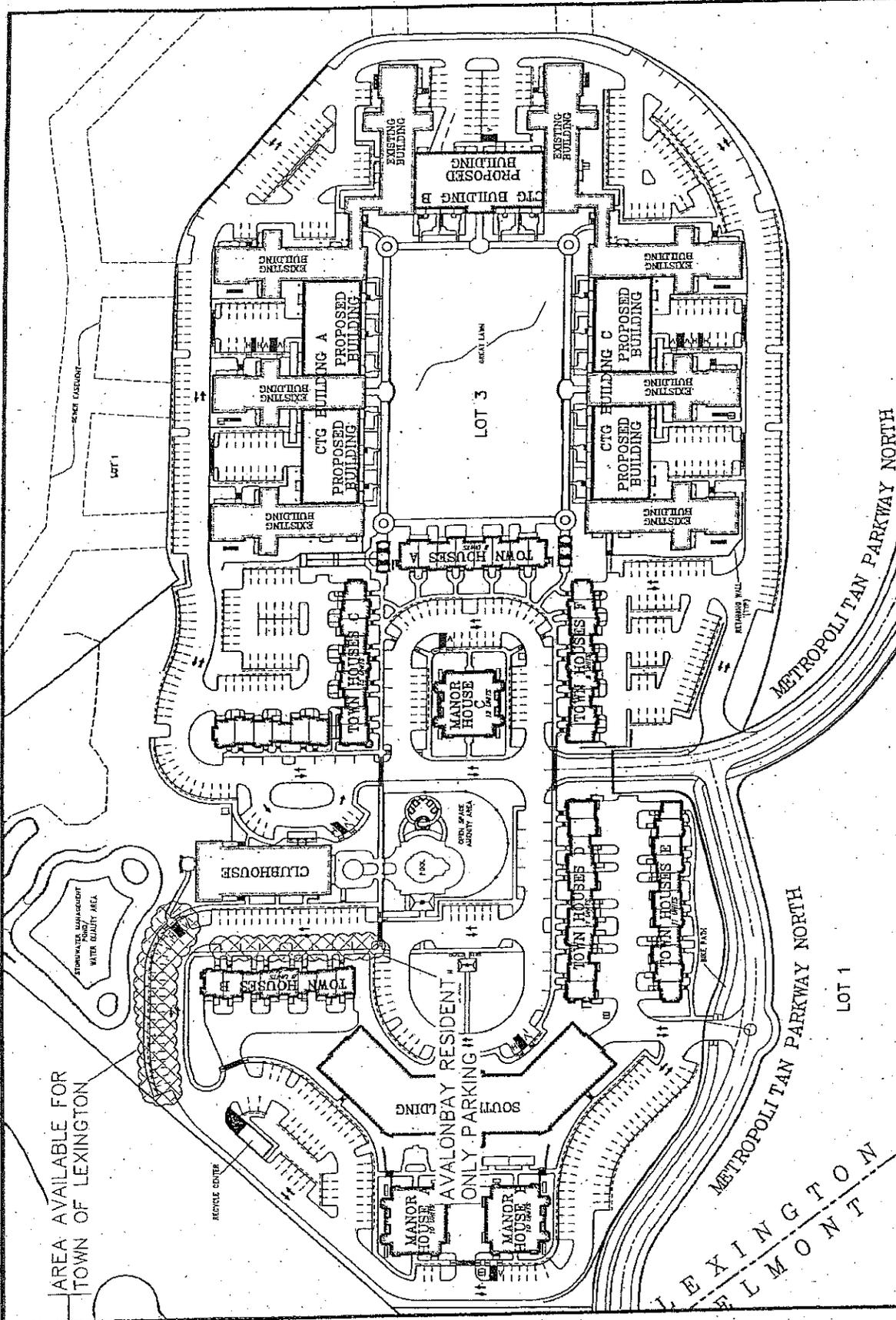
- Net Floor Area per the Lexington Zoning By-Law is the sum of square feet of the occupiable area, but excluding: A) Areas devoted to the operation and maintenance of the building (i.e. each room); B) Load-bearing walls at each floor; C) Elevator shafts, common stairways, and common hallways at each floor.
- Gross Floor Area is measured to the exterior face of exterior walls and to the centerline of demising walls between Town of Lexington and Avalon Bay space.

Town of Lexington Space Shared Lexington/Avalon Bay Space Avalon Bay Space

EXHIBIT B

Parking Areas

(See Attached)



AREA AVAILABLE FOR TOWN OF LEXINGTON

KELLY ENGINEERING GROUP, INC.
 CIVIL ENGINEERING CONSULTANTS
 0 CAMPANELLI DRIVE, BRAintree, MA 02184
 PHONE: 781 843 4333 FAX: 781 843 0028
 2002-075-LA05

EXHIBIT B
LEASE AGREEMENT
AVALONBAY AND
TOWN OF LEXINGTON

SCALE: 1" = 150'
 DATE: 11/01/07

AVALON AT LEXINGTON
LEXINGTON, MA.

EXHIBIT C

Tenant's Plans and Specifications

The following plans and specifications prepared by Scott & Scott and dated July 20, 2007:

A000 Cover Sheet
A100 Demolition Plan
A201 Furniture Plan
A202 Partition Plan
A203 Layout Plan
A204 Reflected Ceiling Plan
A205 Finish Plan
A300 Interior Elevations
A301 Interior Elevations
A302 Sections and Details
A303 Casework Details
A400 Satellite Dish Slab, Entrance Canopy (Alt No. 1)
A500 Schedules, Partition Types and Door Details
S100 Structural Plan
FP001 Fire Protection Symbols, Notes and Abbreviations
FP201 Fire Protection Specifications
FP301 Fire Protection Floor Plan
P001 Plumbing Symbols, Notes and Abbreviations
P201 Plumbing Specifications
P301 Plumbing Floor Plan
M001 Mechanical Legend
M101 Mechanical Schedules
M201 Mechanical Specifications
M301 Mechanical Floor Plan
M401 Mechanical Details
E001 Electrical Symbols, Notes and Abbreviations
E101 Electrical Schedules
E301 Electrical Power Plan
E302 Electrical Lighting Plan
FA001 Fire Alarm Legend
FA301 Fire Alarm Plan

EXHIBIT D

Construction Insurance Requirements

I. Policies: Before commencing the Tenant's Work, or any other improvements at the Premises, Tenant's contractor shall procure and maintain at its own expense, until completion of the Tenant's Work or such other improvements to the reasonable satisfaction of Landlord and otherwise in accordance with the terms and conditions of the Lease, the following policies of insurance for all of its operations and the operations of its subcontractors, suppliers or materialmen. Except for worker's compensation insurance and employer's liability insurance, the following policies shall name as additional insureds the Landlord, its officers, directors, employees, and any other party the Landlord reasonably requires. Tenant's contractor shall furnish an additional insured endorsement in a form acceptable to the Landlord. The insurance policies procured by the Tenant's contractor pursuant to this Exhibit shall be primary and non-contributory to any insurance the Landlord may have in force or effect. Tenant's contractor shall furnish Landlord with a primary insurance endorsement naming Landlord and stating as follows:

"It is agreed that this insurance is primary. It is also agreed that any insurance issued to the additional insured applicable to this loss other than the insurance provided by this endorsement shall be excess over this insurance. Landlord's own specific insurance policy is excess and noncontributing. The description of "operation" in the additional insured endorsement must list the specific community or "all operations"; further, if Tenant's contractor's insurance is provided by means of a so-called "blanket policy", then the aggregate must apply per community or per location."

The Tenant's contractor shall provide evidence of coverages, in a form acceptable to the Landlord, within five (5) business days of the Landlord's approval of the contract with respect to the Tenant's Work or any other improvements to be constructed by the Tenant at the Premises (each a "Contract") executed by the Tenant and the Tenant's contractor. Tenant's contractor shall not commence Tenant's Work or the construction of any other improvements at the Premises until such time as Tenant's contractor has provided Landlord with evidence of such coverage. The Tenant's contractor shall incorporate all of the requirements in this Exhibit D in all subcontracts of any tier. All policies shall waive rights of subrogation against Landlord. Unless otherwise modified by other provisions of this Lease, the following policies of insurance shall be procured and maintained by Tenant's contractor:

(a) Worker's Compensation and Employer's Liability Insurance. Tenant's contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of the Commonwealth of Massachusetts, except that such insurance shall not have a limit of liability less than the following:

Bodily Injury by Accident	\$1,000,000.00 per Accident
Bodily Injury by Disease	\$1,000,000.00 per Employee
Employer's Liability	\$1,000,000.00 per Accident

In no event shall the limits of liability for such coverages be less than \$500,000.00 each for Bodily Injury by Accident, Bodily Injury by Disease, and Employer Liability.

(b) General Liability. Tenant's contractor shall procure and maintain coverage to include all operations of Tenant's contractor under the Contract documents and coverage for all liability assumed

hereunder with the following limits and extensions of coverage. Coverage shall be on an Occurrence Form. Claims Made form is not acceptable. Coverage shall include: Premises Operations; Independent Contractor's; Personal Injury Liability; Blanket Contractual, including specified provisions for Landlord's obligation; Broad Form Property Damage; and Completed Operations. Policy limits shall be no less than:

Bodily Injury and Property Damage/Each Occurrence	\$1,000,000.00
Personal Injury Liability	\$1,000,000.00
General Aggregate and Per Project/Location Aggregate	\$2,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00

Tenant's contractor's General Liability Insurance shall be maintained for a period of one (1) year following completion of the Tenant's Work or any other improvements to the reasonable satisfaction of Landlord and otherwise in accordance with the terms and conditions of the Lease. During such time, the Tenant's contractor shall continue to furnish to the Landlord on an annual basis evidence of such coverage in a form acceptable to the Landlord.

(c) Automobile Liability. Tenant's contractor shall procure and maintain Automobile Liability insurance covering owned, non-owned and hired motor vehicles (or "Any Auto") with the following combined single limits: Bodily Injury and Property Damage/Each Occurrence \$1,000,000 Combined Single Limit

(d) Property Insurance. Tenant shall procure a Builder's Risk insurance policy for loss or damage to the Tenant's Work or other improvements constructed at the Premises by Tenant. The Builder's Risk policy shall include business interruption coverage with a twelve (12) month period of indemnity and be a so called "completed value policy" covering the full value of Tenant's inventory, personal property, business records, furniture, floor coverings, fixtures and equipment, and all improvements installed by Tenant for damage or other loss caused by fire or other casualty, and other property (including, without limitation, property of others) in the Premises.

(e) Umbrella Liability. Tenant's contractor shall procure and maintain an Umbrella Liability policy with limits of: \$5,000,000 each occurrence and General Aggregate per Project. This policy shall be excess over the policies in subsections (a), (b), and (c) of this Exhibit D. The additionally insured and waiver of subrogation requirements contained in subsections (a) through (c) shall also apply to this policy.

(f) Pollution Insurance. Pollution Insurance is required for any Tenant's contractor involved in the abatement of Hazardous Materials (including but not limited to asbestos, lead, PCB's, refrigerants, and petroleum products). If Tenant's contractor's work includes the abatement of Hazardous Materials, Tenant's contractor shall maintain pollution liability insurance from company(s) approved or licensed to do business in the jurisdiction in which the Premises is located. Such insurance shall have minimum limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate. Tenant's contractor shall provide evidence satisfactory to the Landlord that such insurance includes coverage for the type of services performed under this Lease. Such policy shall include a contractual liability coverage endorsement covering the indemnification provisions under this Lease. All policies and renewals or replacements thereof, if written on a claims made form, shall have and maintain a retroactive date on or prior to the date of this Lease. If Tenant's contractor either ceases operations during a period of one year (1) following the completion of services performed under this Lease, or changes the required insurance protection from a claim-made to an occurrence form; Tenant's contractor shall provide evidence to the Landlord that the extended reporting provisions of the policy have been purchased for an additional period of one (1) year.

2. **Notice and Right to Pay Premiums:** Tenant's contractor shall provide Landlord with copies of certificates of insurance coverage, insurance endorsements, and proof of payment of all premiums. Insurance policies shall provide for notification to Landlord of non-payment of any premium and give Landlord the right to make the premium payment thereunder within a reasonable time. Any premium payments made by Landlord shall be deducted from amounts due Tenant's contractor under this Contract. Insurance policies shall provide for thirty (30) days' prior written notice to Landlord of cancellation. Failure of Landlord to enforce in a timely manner any of the provisions of this Exhibit D shall not act as a waiver of enforcement of any of those provisions at a later date in this performance of this Lease. Any exceptions to the provisions of this Exhibit D must be delineated in the Contract documents.

Exhibit B
Subtenant Work

The work shown on the following plans and specifications prepared by Scott & Scott and dated July 20, 2007:

A000 Cover Sheet
A100 Demolition Plan
A201 Furniture Plan
A202 Partition Plan
A203 Layout Plan
A204 Reflected Ceiling Plan
A205 Finish Plan
A300 Interior Elevations
A301 Interior Elevations
A302 Sections and Details
A303 Casework Details
A400 Satellite Dish Slab, Entrance Canopy (Alt No. 1)
A500 Schedules, Partition Types and Door Details
S100 Structural Plan
FP001 Fire Protection Symbols, Notes and Abbreviations
FP201 Fire Protection Specifications
FP301 Fire Protection Floor Plan
P001 Plumbing Symbols, Notes and Abbreviations
P201 Plumbing Specifications
P301 Plumbing Floor Plan
M001 Mechanical Legend
M101 Mechanical Schedules
M201 Mechanical Specifications
M301 Mechanical Floor Plan
M401 Mechanical Details
E001 Electrical Symbols, Notes and Abbreviations
E101 Electrical Schedules
E301 Electrical Power Plan
E302 Electrical Lighting Plan
FA001 Fire Alarm Legend
FA301 Fire Alarm Plan

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A303 Casework Details
A400 Satellite Dish Slab, Entrance Canopy (Alt No. 1)
A500 Schedules, Partition Types and Door Details
S100 Structural Plan
FP001 Fire Protection Symbols, Notes and Abbreviations
FP201 Fire Protection Specifications
FP301 Fire Protection Floor Plan
P001 Plumbing Symbols, Notes and Abbreviations
P201 Plumbing Specifications
P301 Plumbing Floor Plan
M001 Mechanical Legend
M101 Mechanical Schedules
M201 Mechanical Specifications
M301 Mechanical Floor Plan
M401 Mechanical Details
E001 Electrical Symbols, Notes and Abbreviations
E101 Electrical Schedules
E301 Electrical Power Plan
E302 Electrical Lighting Plan
FA001 Fire Alarm Legend
FA301 Fire Alarm Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clippership Insurance Agency P.O. Box 112 Kingston MA 02364	CONTACT NAME: Maura Balboni PHONE (A/C No. Ext): (781) 585-2522 E-MAIL ADDRESS: clipperins@comcast.net PRODUCER CUSTOMER ID #: 00028540	FAX (A/C, No): (781) 585-9415
	INSURER(S) AFFORDING COVERAGE	
INSURED LEXINGTON COMMUNITY MEDIA CENTER INC. 1001 MAIN CAMPUS DRIVE LEXINGTON MA 02421	INSURER A: Hanover Insurance Company	22292
	INSURER B: Commerce Insurance Company	34754
	INSURER C: Travelers	39357
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL10122925073 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ORH8103188	7/1/2010	7/1/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
B	AUTOMOBILE LIABILITY			BCCTKW	7/1/2010	7/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ 20,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$ 40,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						Uninsured motorist combined	\$ 20,000
	<input type="checkbox"/> NON-OWNED AUTOS			PIP-Basic	\$ 8,000			
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WEN8104049	7/1/2010	7/1/2011	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Professional Insurance			105291102	7/1/2010	7/1/2011	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Town of Lexington 1625 Massachusetts Ave Lexington, MA 02420	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joseph Balboni / JBALBO <i>Joseph P Balboni</i>