

LEASE

THIS LEASE made and entered into as of this 6th day of December, 2021 (the "Agreement"), by and between the **Town of Hudson, Massachusetts** *by and through its Board of Health*, with no personal liability, a municipal corporation duly established by law and located in Middlesex County, Commonwealth of Massachusetts, *with the approval of the Board of Selectmen, now the Select Board*, pursuant to a Town Meeting Vote of November 14, 2020, copy of which is attached hereto as Exhibit "D", (hereinafter called "Landlord"), and **B-P Trucking, Inc.**, or its nominee, as defined below, ("B-P" or "Tenant"), a duly organized and existing municipal Massachusetts business corporation with offices at 47-55 Nickerson Road, Ashland, Massachusetts (hereinafter called "Tenant").

WITNESSETH

WHEREAS, to Town of Hudson Town Meeting by Article 14, authorized a lease for the solid waste transfer station on November 14, 2020.

WHEREAS, Landlord is the owner of certain lands on Cox Street, Hudson, Massachusetts sometimes known as 1 Municipal Drive in Hudson comprising approximately 12.9 acres +/- being a portion of the parcel and shown on Assessor's Map 13, Parcel 66 (formerly known as Plate 13-66) and an overview plan of the Premises to be leased attached as Exhibit "A" entitled "Land Lease Area for Proposed New Transfer Station at Hudson DPW & Public Safety Facility Property, Project Number 3984.02, dated November 2021" by Sanbord Head (the "Premises"). A final plan and metes and bounds description shall be submitted for approval to the Town of Hudson during the Permitting Term of this Agreement; and

WHEREAS, the Premises constitute a portion of the property owned by Landlord, which is subject to and has the benefit of a Site Assignment issued to the Town of Hudson Board of Health, under the provisions of Massachusetts General laws Chapter 111, § 150A under which the Town of Hudson is authorized to operate a Solid Waste Transfer Station under the provisions of Massachusetts General Laws Chapter 111, § 150A and 310 CMR 19.00 on the property and the Premises; and

WHEREAS, the Town of Hudson, by and through the Board of Health and approved by the Select Board (herein "Board of Selectmen"), and B-P Trucking, Inc. have entered that certain Solid Waste Management Agreement, (the "SWMA") executed and delivered as of November 15 2021, under which, Tenant is to construct and operate a Solid Waste Transfer Station upon the Premises for the purposes of managing the municipal solid waste generated within the Town of Hudson;

WHEREAS, Landlord and Tenant have agreed, as a material inducement for Tenant entering into this Lease and the SWMA, that B-P shall enter into a separate agreement to construct Improvements on the Premises under basic terms and conditions set forth in the SWMA and this Lease at Tenant's sole and exclusive cost and expense; and

WHEREAS, to effectuate the terms of the SWMA, and provide for the use of the Premises in connection therewith, LANDLORD and TENANT agree to the within lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed as follows:

1. Definitions. As used herein, the following terms have the following meanings:

A. "Premises" means the land described in Exhibit "A" attached hereto and all easements, licenses, privileges, rights and appurtenances related thereto. The term "Premises" shall not include the "Improvements" (as hereinafter defined).

B. "Improvements" means all buildings, structures and improvements now or hereafter situated or erected on the Premises or any part thereof and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated thereon or pertaining thereto or used in connection therewith, excluding only the "Personal Property" (as hereinafter defined) and property owned by third persons who are not, directly or indirectly, controlled affiliates of Tenant ("Third-Party Property") as hereinafter defined.

C. "Personal Property" means the trade fixtures, separation equipment, scales, loaders, excavators, sweepers, containers, dumpsters, carts, furniture, furnishings, computers, and business equipment and other similar equipment now or hereafter located on or used in connection with the Premises or Improvements, which may be removed without damage to the Premises or the Improvements, and not necessary for the proper and efficient operation of the Improvements

D. "Property" means the entire lands owned by Landlord which comprise the Premises, described as and shown as Exhibit B.

E. "Taxes" means:

(1) All real estate taxes, special assessments, corporate property taxes and excise taxes, water taxes, excises, levies, license and permit fees and other governmental shares and costs of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (including, but not limited to, assessments for streets, sidewalks, sewers, lights and other improvements and general and special state, county, village, and city taxes, benefit taxes and assessments), and payments in lieu of taxes, which at any time or times prior to or during the "Term" (as hereinafter defined), or at any time or times after the Term but with respect to a period or periods or event or events occurring in whole or in part during the Term, may or shall become a lien on or be assessed, levied, confirmed, imposed upon or become due or payable on or with respect to (a) the Premises, Improvements, Personal Property or any part thereof, (b) the rent, receipts, income or other payments received by or from Tenant or anyone claiming by, through or under Tenant, (c) any use or occupation of the Property or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or estate in the Property;

(2) Without limitation on any of the foregoing, any license fee or business tax measured by the rent or other charges or sums payable hereunder, and any tax, assessment, levy, fee or other charge imposed upon Tenant or Landlord, which is levied, assessed or imposed on or measured by or based, in whole or in part, upon (a) the rents received from or with the use of the Property or any part thereof, (b) the Premises, or (c) the rent payable by Tenant under this Lease, if the methods of taxation prevailing at the commencement of the Term shall be altered so that such license fee, business tax or any other such tax, assessment, levy, fee or other charge shall be in lieu of or in addition to or as a substitute

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for the whole or any part of the taxes, assessments, levies, fees or charges now levied, assessed or imposed on real estate or the improvements thereon or on personal property.

The term "Taxes" does not include Federal, state or, subject to the provisions of subparagraph (2) above, local income or franchise taxes assessed against Landlord.

F. "Sublease" means any lease, sublease, license or concession agreement involving the use or occupancy of the Property or any part thereof (other than this Lease). "SubTenant" means the Person (other than Tenant) that has acquired rights to use or occupancy under a Sublease.

G. "Rent" includes the "Base Rent" and any adjustment thereto, "Additional Rent" (as hereinafter set forth) and any other charges or payments of money due from Tenant in connection with this lease whether or not payable to Landlord.

H. "Index" means the national Consumer Price Index (U.S. Department of Labor Consumer Price Index for All Urban Consumers-All Items (1982-84=100). If the Index is changed or discontinued, Landlord and Tenant shall mutually designate, as a substitute index, any official index published by the Bureau of Labor Statistics or successor or similar governmental agency as may then be in existence and shall be most nearly equivalent thereto.

I. "Leasehold Mortgage" means a mortgage, secured by a first lien on the Tenant's interest under this Lease provided that the holder thereof is an Institutional Mortgagee; the collateral therefore is solely the Tenant's interest under this Lease and such Personal Property as is used or useable at the Property; there are no defaults thereunder which could occur by virtue of a default under a monetary obligation relating to property other than the permitted collateral or under the note secured by the Leasehold Mortgage (the "L.M. Note"); and it provides for regular monthly payments of principal and interest, or of interest only, but in any event, the principal balance of such loan shall never increase over the amount of the original principal balance (the loan is a non-accrual loan).

J. "Leasehold Mortgagee" means the holder of any Leasehold Mortgage at any time.

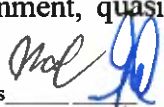
K. "Affiliates" mean a person controlled by, under common control with or controlling the person in question.

L. "Control" or words of similar import mean the ability of one person to direct the affairs and business of another person.

M. "Person" or "person" shall mean and include an individual, corporation, partnership, unincorporated organization, or government or any agency or political subdivision thereof.

N. "Institutional Mortgagee" means any bank, savings bank or affiliate thereof, investment bank, mortgage conduit, savings and loan association, trust company, credit union of which the borrower is a member, insurance company or governmental entity which is duly authorized to issue a loan secured by an interest in real estate or affiliate thereof, or pension fund, which is then currently extending similarly secured loan commitments.

O. "Governmental Authorities" means all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever of any government, quasi-

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governmental unit or political subdivision, whether federal, state, county, district, municipality, or otherwise.

(a) "Nominee" means any entity in which the principals of Tenant own or control, directly or indirectly, 100% of the stock or beneficial interests of Tenant, as the case may be.

2. Lease of the Premises. Landlord hereby demises and leases unto Tenant, and Tenant hereby takes and hires from Landlord, the Premises, for and in consideration of the rents, covenants and agreements, and upon the terms and conditions set forth herein, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights-of-way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises or any part thereof or any use or occupancy thereof (herein collectively called "Restrictions"). Tenant shall have a non-exclusive right, and is hereby granted an easement over the Property, for vehicular and pedestrian access, ingress, and egress to, from, and over the Property, at such locations as Landlord and Tenant shall mutually agree to, for purposes related to or associated with the Solid Waste Transfer Station and associated facilities installed or to be installed on the Property, on adjacent property, or elsewhere; which, without limiting the generality of the foregoing, shall entitle Tenant to install and use new roads and driveways on and across the Property and to use and improve any existing and future roads and access routes on the Property and across any access routes over which Landlord has the right to travel. Landlord further grants Tenant the right to gate any roads on the Property, providing access and egress from the Premises, subject to Landlord approval which shall not be unreasonably withheld, and if so doing, Tenant shall provide Landlord with a key(s) or other means of affording 24-hour access through said gate(s).

3. Term. The Permitting Term of this Agreement shall commence on the Effective Date and shall run until the (ii) the start of construction activities on site (the "Start of Construction") (the "Permitting Term"), unless terminated earlier as permitted herein. The Construction Term of this Agreement shall commence at the end of the Permitting Term and shall run until the date that the Tenant is granted permission from all required Governmental Authorities to operate the Solid Waste Transfer Station (the "Commercial Operation Date"). Provided that the Commercial Operation Date has triggered the end of the Construction Term, the Initial Term of this Agreement shall commence on the Commercial Operation Date and shall run for twenty (20) years (the "Initial Term"). Upon execution of the Lease, Tenant may access the Premises for all purposes related to the planning, permitting and construction of the New Transfer Station. Landlord may continue its current practice of accessing the Premises through Property abutting the Site in cooperation with the Town of Hudson DPW.

4. Rent. As rental for the Premises, Tenant shall pay the sums hereinafter set forth.

A. Base Rent. Tenant shall pay to Landlord during the Term a minimum net annual rent ("Base Rent") as follows: Base Rent for the Initial Term and any Renewal Terms shall be One Hundred and Twenty Dollars (\$120.00) per annum, it being understood and agreed that Tenant's consideration under this Lease includes its agreements to provide services under the SWMA and to construct Improvements the New Transfer Station under a separate agreement.

B. Rent Commencement Date. The Rent Commencement date shall be the earlier of (a) the first day upon which any portion of the Premises is occupied, and Tenant commences its commercial operations. If the Rent Commencement Date shall be a day other than the first day of a month, Base Rent

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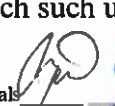

due that month shall be apportioned and shall be paid on such Rent Commencement Date. Notwithstanding the foregoing, Tenant's obligations to pay Additional Rent (including without limitation Taxes) and Tenant's other obligations (including without limitation insuring and maintaining the Property) under this Lease are effective on the beginning date of the Construction Term of this Lease.

D. Additional Rent. Tenant shall also pay without notice, except as may otherwise be required in this Lease, and without abatement, deduction or set-off, as additional rent ("Additional Rent"), including without limitation all Taxes required under Section 7 and late charges and interest under Section 4(G), hereof, and all other sums, impositions, costs, expenses and other payments which Tenant assumes or agrees to pay in any of the provisions of this Lease, and in the event of any nonpayment thereof, Landlord shall have (in addition to all other rights and remedies) all the rights and remedies provided for herein or by law or in equity in the case of nonpayment of Rent.

E. Rent Payments. All payments of Base Rent, Additional Rent and other payments required to be made to Landlord shall be in lawful money of the United States of America without abatement, offset or deduction, and shall be paid to Landlord at the following address: Town Of Hudson, Massachusetts, Treasurer's Office, 78 Main Street, Hudson, MA 01749 or at such other place as Landlord may designate by notice in writing from time to time and may be made by check or draft payable to the order of such payee, which check or draft must be paid in full when presented. All payments of Base Rent shall be made without notice in equal monthly installments in advance on the first day of each and every month during the Term commencing on the Rent Commencement Date.

F. Net Lease. It is the purpose and intent of Landlord and Tenant and they agree that Rent payable hereunder shall be absolutely net to Landlord so that this Lease shall yield to Landlord the Rent specified, free of any charges, assessments, or impositions of any kind charged, assessed, or imposed on or against the Property, and without abatement, counterclaim, deduction, defense, deferment or set-off by the Tenant, except as hereinafter specifically otherwise provided, and Landlord shall not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth, and that all costs, expenses and obligations of any kind relating to the maintenance and operation of the Property, including all alterations, repairs and replacements as hereinafter provided, which may arise or become due during the Term shall be paid by Tenant, the Landlord shall be indemnified and saved harmless by Tenant from and against such costs, expenses and obligations. Except as set forth in an express provision of this Lease, and except as may be provided by a final, unappealable judgment or order by a court of competent jurisdiction, this Lease shall not terminate, nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of rent, nor shall Tenant have any right to terminate this Lease or to be released, relieved or discharged from any obligations or liabilities hereunder, for any reason, it being the intention of the parties hereto that the Rents and all other sums payable by Tenant under this Lease shall be payable in all events, and that the obligations of Tenant under this Lease shall be separate and independent covenants and shall continue unaffected unless otherwise expressly provided in this Lease. Nothing in this Paragraph 4.F shall constitute a waiver by Tenant of its right to bring a good faith, independent cause of action against Landlord for any default or breach by Landlord under this Lease or under any other agreement to which Landlord and the Tenant may be parties; provided, however, that no such cause of action, prior to judgment, shall under any circumstances entitle the Tenant to offset, abate, deduct from or defer the payment of Rent, or such other sums as are payable by Tenant under this Lease.

G. Late Charge and Interest. If Tenant shall fail to pay any Base Rent or Additional Rent required to be paid by Tenant hereunder within five (5) days after the due date therefore, each such unpaid

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amount shall be subject to 1) a one-time late charge equal to five percent (5%) of such unpaid amount to cover Landlord's additional administrative costs resulting from Tenant's failure to pay and not as interest, and 2) interest at the rate of the lesser of the highest rate permitted by law or .065% per day on such unpaid amount for each day or portion of a day that the same shall remain unpaid. Such late charges and interest shall be paid to Landlord together with such unpaid amounts, without further notice to or demand upon Tenant. Such late charges and interest shall be Additional Rent. The payment of the sums set forth in the foregoing provisions shall in no way relieve Tenant of the obligation to pay the monthly installments of Base Rent on or before the first day of each calendar month or Additional Rent when due.



5. Use of the Premises.

A. Tenant shall use the Premises for the purpose of constructing and operating thereon a building or buildings, with associated equipment, facilities and means of access and egress as described at Exhibit C to be utilized as a Solid Waste Transfer Station, all of the foregoing to the extent permitted by such licenses and approvals as are required by Governmental Authorities having jurisdiction over the Property and the use; and for no other use without Landlord's express prior written consent in each instance, which may be denied if the proposed use will, in Landlord's sole discretion, be detrimental to the orderly development and operation of the Solid Waste Transfer Station.

B. Tenant shall comply with all federal, state, county and municipal laws, regulations and bylaws affecting the Property or any portion thereof and shall procure and maintain in force during the Term all permits, authorizations and licenses necessary for Tenant's legal use or operation of the Property or any portion thereof (including, without limitation, the making, placing, maintaining or altering of the Improvements or any portion thereof). Tenant shall not use the Property or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any other Restriction of record or as may be specified in the SWMA and construction of a new transfer station under separate agreement.

C. To the fullest extent permitted by law, the Tenant shall indemnify, defend, and hold harmless the Town, its officers, agents and employees from and against all suits and claims of liability of every name and nature, including attorney's fees and costs of defending any action or claim, for or on account of any claim, loss, liability or injuries to persons or damage to property of the Town or any person, firm, corporation or association arising out of or resulting from any act omission, or negligence of the Tenant and its agents or employees as to a violation of tenant/covenants and obligations under this paragraph 5 or by reason of any action or proceeding which shall be brought against Landlord on the property in connection with the foregoing. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Tenant under the Lease.

C.1 The Tenant further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Tenant, anyone directly or indirectly employed by Tenant or its affiliates or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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C.2 The Tenant shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct of the Tenant in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or use of defective materials.

C.3 In any and all claims against the Town or any of their agents or employees by any employee of the Tenant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Tenant under the workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

C.4 The Tenant hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Tenant's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or negligence on the part of the Tenant or of anyone directly or indirectly employed by it, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Tenant under this Agreement.

D. Tenant will not suffer any act to be done or condition to exist on the Property, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may constitute a nuisance, public or private. Tenant shall not suffer or permit the Property or any portion thereof to be used by the public, as such, without restriction or in such manner as might impair the interest of Landlord or Landlord's designees in the Property or any portion thereof, or in such manner as might make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Property or any portion thereof. Tenant agrees that it will comply with and observe all restrictive covenants of record or of which Tenant has been given actual notice which affect or are applicable to the Property, provided same do not prohibit Tenant's use of the Premises in accordance with the provisions of this Lease. Tenant shall not use sidewalks, parking lots, or any other space outside the Improvements for display, sale, storage or any other similar undertaking without the express prior written consent of Tenant in each instance. Tenant shall not use for any purpose (other than for roof air conditioners and cooling/refrigerating equipment) all or any portion of the roof or exterior walls of the Improvements unless specifically authorized in this Lease and in any event, no such equipment shall be visible from street level.

E. Tenant shall not have the right to maintain or install any signs in or at the Property visible from adjacent parcels or roads except as approved in its permits, licenses and approvals received from Governmental Authorities. Tenant may not install or maintain signs, lamps or other illumination devices upon the Property if the lamps, signs, or devices flash or go on and off intermittently and Tenant agrees it will not place any signs or other structure or obstruction on the roof of any Improvements.

F. Tenant shall obey and observe (and compel its officers, employees, contractors, licensees, invitees, subtenants, concessionaires and all others doing business with it, to obey and observe) all reasonable rules and regulations established by Landlord from time to time, provided Tenant has received

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written notice thereof, for the conduct of Tenant and/or for the welfare of Landlord, neighbors, adjoining parcels, or other parcels in the Town of Hudson.

G. Tenant shall have full responsibility for protecting the Property and all property and persons located thereon from theft and robbery, and shall keep all doors, windows and transoms securely fastened when not in use.

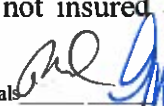
6. Utilities. Tenant agrees to make its own arrangements, at Tenant's sole cost and expense, for, and Tenant shall pay or cause to be paid before delinquency all charges, claims, or liens of water, gas, electricity, sewer, telephone service, steam, cable television and any other commodities or services furnished to or for the Premises or the Improvements, or any part thereof, during the Term of this Lease.

7. Taxes. As additional rental hereunder, Tenant shall pay all Taxes directly to the appropriate authority or authorities before any delinquency thereon shall occur, and shall deliver evidence of payment thereof to Landlord before said delinquency, without demand. In the event any Taxes are permitted by law to be paid in installments (whether by subjecting this Lease or the Property to bond, or otherwise), Tenant shall have the option to pay such Taxes in installments, but only if the assessment has been levied on account of and in proportion to value added to the Premises and only if the installments will be in proportion to reasonable amortization of that value. In the event of such election, Tenant shall be liable only for those installments of such Taxes which become due and payable during the Term of this Lease or which are payable with respect to a year which occurs in whole or in part during the Term of this Lease. Landlord, at Tenant's sole cost and expense, agrees to execute or join with Tenant in the execution of any application or other instrument that may be necessary to permit the payment of such Taxes in installments as described above. All Taxes for or relating to the tax year in which this Lease shall terminate shall be prorated between Landlord and Tenant as of the date of such termination.

Tenant shall have the right, upon prior written notice to Landlord, to contest or review the amount, applicability or validity of any Taxes and all assessments or levies of such Taxes by one or more appropriate lawful proceedings, which, if instituted, shall be diligently conducted by Tenant in good faith at its own cost and expense, and free of any expense to Landlord (all such expenses of Landlord must be paid by Tenant), and, if necessary, in the name of Landlord and Landlord shall, upon the request of Tenant, execute all documents reasonably necessary to accomplish such contest or review. Tenant shall indemnify and hold Landlord harmless from and against all claims arising out of such contest or review conducted by Tenant. If at any time the Property or any part thereof shall then be imminently subject to forfeiture, or if Landlord shall be subject to any criminal liability arising out of the nonpayment of Taxes, Tenant shall, notwithstanding any pending contest or review, either pay such Taxes or post such bonds as the taxing authority may require to prevent such forfeiture or criminal liability.

At Landlord's option, from time to time or at all times, but only after all or any portion of the payments of annual real estate taxes and assessments on the Property are once delinquent for sixty (60) days or more, Tenant will, within thirty (30) days of written notice from Landlord, monthly pay into escrow to Landlord, until further notice from Landlord, an amount reasonably determined by Landlord, in accordance with the provisions of Paragraph 36 below, necessary to cover Landlord discharging Tenant's duties under this Paragraph 7.

8. Insurance. At all times during the Term of this Lease, Tenant shall, at its sole cost and expense, procure and maintain insurance against the hazards and liabilities, and in the amounts hereinafter set forth. At Landlord's option, from time to time or at all times, but only after the Premises is not insured as

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required by this Paragraph 8 on any two occasions throughout the Term of this Lease and Tenant is so notified in writing by Landlord (whether or not Tenant cures such default), Tenant will, within thirty (30) days of written notice from Landlord, monthly pay into escrow to Landlord, until further notice from Landlord, an amount reasonably determined by Landlord, in accordance with the provisions of Paragraph 36 below, necessary to cover Landlord discharging Tenant's duties under this Paragraph 8. Certificates of all policies evidencing such insurance shall be delivered to Landlord, without demand. All policies of insurance provided for herein shall be in such form and include such deductibles, endorsements and waivers and be with such insurance companies as shall be reasonably designated or approved by Landlord in writing, provided that such deductibles, endorsements and waivers shall be comparable to those included in insurance policies for property comparable to the Property in the vicinity of the Property. All such policies shall name Landlord and Tenant as insured's thereunder and shall name the Leasehold Mortgagee under a standard Massachusetts mortgagee clause, all as their respective interests may appear. All such policies shall provide that the same may not be canceled or amended without at least thirty (30) days prior written notice being given by the insurer to all insured's thereunder. Such insurance shall include at least the following:

A. Workers Compensation Insurance - In accordance with M.G.L. c. 149, §34A, the Tenant shall, before commencing performance under this Lease, provide insurance for the payment of compensation and the furnishing of other benefits under M.G.L. Chapter 152, as amended, to all persons employed pursuant to this Agreement at no less than the statutory limit. The Tenant shall continue such insurance in full force and effect during the term of the Lease.

B. Comprehensive General Liability Insurance. A Comprehensive General Liability policy shall be obtained to provide for a combined single limit of not less than the amount of \$1,000,000 for all damages arising out of bodily injuries to or death and for all damages arising out of injury to or destruction of property in any occurrence and, subject to that limit per occurrence, a combined total or aggregate limit of \$2,000,000 for all damages arising out of bodily injury or death or arising out of injury to or destruction of property during the term of the Lease. Bodily injury insurance will include extraterritorially and guest coverage.

C. Vehicle Liability. The Tenant shall maintain vehicle liability insurance as required by the Commonwealth of Massachusetts, covering all owned and hired vehicles for a combined single limit of not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death and for all damages arising out of injury to or destruction of property.

D. Pollution Liability. The Tenant shall maintain pollution liability insurance to include coverages of \$ 1,000,000 for incidents relating to Tenant's vehicles or to activities at the Site.

E. Umbrella. The Tenant shall maintain umbrella insurance as required by the Commonwealth of Massachusetts, up to \$5,000,000.

F. Mandatory Insurance - All insurance required by any ordinance, law or governmental regulation.

G. Other Insurance - Such other insurance, and in such amounts, as may from time to time be reasonably required by Landlord against other insurable hazards which from time to time are commonly insured against in the case of similar premises, due regard being given to the Premises, the height and type and Improvements thereon, its construction, use, occupancy and Tenant.

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H. No Work Without Insurance - Tenant shall not make any alterations, repairs or installation, or perform Tenant's Work or other work to or on the Property unless prior to the commencement of such work Tenant shall obtain (and during the performance of such work keep in force) builder's risk, public liability and worker's compensation insurance to cover every contractor to be employed, and any other insurance reasonably required by Landlord. Prior to commencement of such work, Tenant shall deliver originals or certificates of such insurance policies to Landlord as required by this Lease.

I. Landlord and Tenant are also parties to the SWMA and the anticipate that they may enter into additional contracts related to waste disposal for the Town, including without limitation further extensions of the SWMA, a new solid waste management agreement and/or curbside pickup contract. Unless expressly agreed to the contrary, the liability amount for each category of insurance required hereunder shall not be aggregated with the amounts required by other such contracts.

9. No Warranties by Landlord.

A. Tenant acknowledges that Tenant has full knowledge of all matters pertaining to the Premises, including, but not limited to, the condition of title to the same and the physical condition of the same, and that Tenant is leasing the Premises "AS IS" and Landlord shall not be required to perform any work or furnish any materials in connection with the Property. Landlord makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the title to or condition of the Premises or any part thereof, and Landlord shall not be liable for any latent or patent defects therein or be obligated in any way whatsoever to correct or repair any such latent or patent defects. Without limiting the above, Tenant acknowledges and agrees that neither Landlord, nor any brokers, any agents, employees or representatives of Landlord have made any representations or warranties on which Tenant is relying as to matters concerning the Premises including, without limitation, the land, improvements, development rights, taxes, bonds, permissible uses, covenants, conditions and restrictions, water or water rights, topography, utilities, zoning, soil, subsoil, the purposes for which the Premises are to be used, drainage, environmental or building laws, rules or regulations or any other representations or warranties of any nature whatsoever, and Tenant hereby assumes all risks relating to any of the foregoing and to all matters relating to the use and occupancy of the Premises, whether known or unknown, or foreseeable or unforeseeable. Landlord, however, expressly warrants that it has full corporate authority to enter into this Lease. Landlord also expressly covenants that it has not done or suffered any act or occurrence during the time it has owned the Premises which has impaired title to the same, except utility easements of record.

10. Construction, Restoration, and Maintenance

A. No later than 120 days from receipt of all final permits and approvals required for the construction and development of the New Transfer Station, Tenant shall commence and thereafter diligently prosecute to completion the construction on the Premises, at Tenant's sole cost and expense, of improvements generally as outlined at Exhibit "C", attached hereto and made a part hereof. All construction performed by Tenant under this Paragraph 10A shall be subject to the provisions of Paragraph 11 hereof. Failure to commence or thereafter diligently prosecute to completion such construction shall constitute a default under this lease.

B. If the Property or Leasehold is not encumbered by any unpaid mortgage, and if the Property, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by



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reason of any matter or thing whatsoever, foreseen or unforeseen, insured or uninsured, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity, Tenant, at its own cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits for such repair or restoration and thereafter to repair, replace and restore the Property as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Tenant shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be subject to such conditions [including, but not limited to, the disbursement of such proceeds as the work progresses from a bank account requiring the signatures of both Landlord and Tenant] as shall reasonably satisfy Landlord that such insurance proceeds shall be used only for the purpose of effecting such restoration). Any excess insurance proceeds remaining after such restoration is completed to the satisfaction of the Landlord shall belong to Tenant.

C. If the Property or Leasehold is encumbered by any unpaid mortgage, and if the Property, or any part thereof, is damaged or suffers loss (other than ordinary wear and tear) at any time by reason of any matter or thing whatsoever, foreseen or unforeseen, including, but without limitation on the generality of the foregoing, any fire, earthquake or other calamity, Tenant shall, at its own cost and expense shall proceed with all reasonable diligence and speed (considering the availability of labor and materials) to obtain all necessary governmental permits for such repair or restoration and thereafter repair, replace and restore the Property as nearly as possible to the same value, condition and character as existed immediately prior to such damage or loss. Tenant shall be entitled to use any proceeds of the insurance provided for in Paragraph 8 hereof payable with respect to such damage or loss for the purpose of accomplishing said restoration (but the payment of such insurance shall be made to the Leasehold Mortgagee who shall disburse the same only as restoration work progresses as evidenced by architect's certificates.) Any excess insurance proceeds remaining after such restoration is completed to the mutual satisfaction of the Landlord and the Leasehold Mortgagee shall be applied first to the unpaid principal balance and accrued interest of the Leasehold Mortgagee and second shall pay over the balance to the Tenant. Provided however, that Tenant shall not be obligated to repair or restore the property at a cost in excess of the insurance proceeds, providing Tenant had adequately insured the Property pursuant to Paragraph 8 above.

Provided, however, that in the event the Leasehold Mortgage is in default at the time of the damage or loss to the Property, the Leasehold Mortgagee may at its option apply the insurance proceeds first to the unpaid principal balance and accrued interest due under the Leasehold Mortgage and second shall pay over the balance to the Landlord, unless Landlord shall cure the default of the Tenant pursuant to Paragraph 22, in which case the Property shall be restored and the insurance proceeds used as provided above as if there had been no default by the Tenant under the Leasehold Mortgage.

D. Tenant, at its own cost and expense, shall keep and maintain the Property and all landscaping, sidewalks, alleys and passages surrounding the same and each and every part thereof in good, first class, orderly, clean, safe and sanitary state of decor, repair and condition and as otherwise required by this Lease and in accordance with Site Plan Approval issued by the Town of Hudson Planning Board, and in accordance with such further and/or additional standards and criteria which may be reasonably established by Landlord from time to time. Tenant shall perform all decorating, repairs and replacements necessary to accomplish the foregoing obligations, whether foreseen or unforeseen, structural or nonstructural, ordinary or extraordinary. Tenant will not take any action or omit to take any action required of Tenant hereunder, the taking or omission of which adversely impairs the value or usefulness of

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the Property or causes waste with respect thereto. When used in this Lease, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be equal in quality and class to the original Tenant's Work.

E. (1) Landlord shall have no obligation to make any repairs, replacements, restorations, alterations, additions or improvements whatsoever in or about the Property or any part thereof, or to restore the same or any part of the same in the event of its loss, destruction or damage unless such loss, destruction or damage is solely due to the fault of the Landlord, and Tenant hereby waives any right it may have to make repairs at the expense of Landlord.

(2) Landlord, its employees, agents and servants may at all reasonable times and from time to time, with prior notice to Tenant (but without notice in case of emergency as determined by Landlord in good faith), enter the Premises or the Improvements or any part thereof for the purpose of inspecting, surveying, measuring or preserving the Property or any part thereof or, at the option of Landlord, and without obligation on its part so to act, to make or perform the repairs and restoration or other work required of Tenant hereunder in the event of Tenant's failure to do so; provided, however, that before making or performing any such repairs or restoration or other work, Landlord shall first give Tenant fifteen (15) days written notice thereof (but without notice in case of emergency as determined by Landlord in good faith), and any such work done by Landlord shall be conducted in a manner reasonably designed to minimize any interference in the operation of the Property which might be caused thereby.

(3) In the event Tenant fails for any reason (i) to apply for and diligently pursue the obtaining of any necessary governmental permits for the performance of its obligations under this Paragraph 10 within ten (10) days after written notice from Landlord to do so, or (ii) commence performance of any of its obligations under this Paragraph 10 within ten (10) days after obtaining any necessary permits therefore from the appropriate governmental agencies (if such permits are necessary for the work required to be performed) or (iii) to commence performance of any of its obligations under this Paragraph 10 within ten (10) days after written notice from Landlord to do so (if such permits are not required), THEN, in addition to any other remedies of Landlord hereunder for such failure, Landlord may make or perform the necessary restoration or repairs (and may use any proceeds of the insurance provided for in Paragraph 8 hereof for such purposes, superseding any right of Tenant or any mortgagee therefore), and Tenant shall pay to Landlord the cost thereof, as Additional Rent (in excess of such net insurance proceeds used for such purpose), on the date when the next installment of Base Rent falls due; but the making of such restoration or repairs by Landlord shall in no event be construed as a waiver of Landlord's right to require Tenant to keep the Property in repair and to restore the same in the event of its damage or loss as provided in this Lease. All work performed by Tenant under this Paragraph 10 shall be performed in accordance with the provisions of Paragraph 11 hereof.

F. Landlord shall maintain in good condition the premises lands of the Property and any other structures erected upon such Property which are in its ownership and not currently leased, including landscaping, pond, jogging paths, roads, and signage (not to include mowing undeveloped areas) and to use reasonable efforts to ensure that any other occupants within the Property maintain their properties in good condition and in a manner which does not adversely impact the use and operation of the Premises by the Tenant..

11. Manner of Performance of Tenant's Work. All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Property or any part thereof required or permitted to be made by Tenant under this Lease (collectively hereinafter called "Tenant's

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Work"), including the construction of the Improvements by Tenant, shall be made in accordance with the following:

A. Tenant shall comply with all applicable laws, ordinances, rules and regulations (including, but not limited to, all safety rules and regulations) relating to or governing the Tenant's Work and, without limitation on the generality of the foregoing, shall procure and maintain all permits and authorizations required to be obtained from any governmental authority in connection therewith.

B. All Tenant's Work shall be performed diligently and in a good and workmanlike manner, free from defects of any kind and nature, and free from liens or claims of any kind and nature.

C. Prior to commencement of any of Tenant's Work, Tenant shall demonstrate to the reasonable satisfaction of Landlord that Tenant has the funds necessary to fully pay for the cost of all Tenant's Work, and the cost of all Tenant's Work shall be paid promptly by Tenant.

D. Any of Tenant's Work involving structural work or alterations, or work or alterations which would materially change the general character of the Improvements or the exterior thereof, or work or alterations which would reduce the market value of the Property, shall comply with the Design Criteria set forth in Exhibit B and shall not be commenced or performed without the prior written consent of Landlord.

E. Construction by Tenant of the improvements described in Paragraph 10A, as well as any Tenant's Work involving an estimated cost of more than \$20,000 in the aggregate, shall be made in accordance with detailed plans and specifications and cost estimates (prepared and approved in writing by an architect or engineer selected by Tenant and approved in writing by Landlord, which approval shall not be unreasonably withheld), all of which, including site plans, signage and landscaping plans, together with any modifications thereof, shall comply with the Design Criteria set forth in Exhibit B and shall be approved in writing by Landlord prior to the commencement of any such work. Landlord shall in writing approve or disapprove the plans and specifications within ten (10) days of receipt thereof. If Landlord disapproves of the plans and specifications, Landlord shall give Tenant an itemized statement of the reasons therefore, and Tenant shall make necessary changes and resubmit the plans and specifications for approval prior to the commencement of construction. Any such construction or Tenant's Work shall be performed by a general contractor selected by Tenant and approved in writing by Landlord, which approval shall not be unreasonably withheld.

F. Tenant shall maintain a complete set of "as built" structural, mechanical and similar plans and specifications with respect to the improvements described in Paragraph 10A and any other of Tenant's Work and an "as built" survey showing the location of all improvements on the Premises and shall, upon written request of Landlord, deliver a copy thereof to Landlord, at no cost to Landlord. Tenant shall also deliver to Landlord, upon written request of Landlord and at no cost to Landlord, a copy of any and all other reports which Tenant may have related to the Property, including, but not limited to, environmental surveys and assessments.

G. All Tenant's Work shall be commenced promptly after Tenant has obtained all necessary permits and approvals. Tenant shall perform all work in accordance with the approved specifications and working drawings and prosecute the work diligently to completion. Tenant shall secure all sign-offs and final certificates from appropriate authorities.

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H. Tenant's Work shall be subject to Landlord's inspection during construction and after completion to determine whether the work complies with the requirements of this Lease and Landlord and Landlord's consultant's, engineers, and architects shall have the right to attend all of Tenant's contractor's job meetings and other meetings relating to the construction of Tenant's Work.

12. Indemnity. Tenant shall hold harmless and indemnify Landlord from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, (a) the death or loss of or damage or injury to person or property resulting from or caused by or claimed to have resulted from or been caused by: (i) the construction, use, operation, condition or lack of repair of the Property or any real or personal property at any time or times thereon, or (ii) any act or thing done or omitted to be done by Tenant, its agents, employee, servants, invitees, or, without limitation, any other person or persons other than Landlord or its employees; or (b) any failure on the part of Tenant to perform or comply with any of Tenant's covenants, obligations or liabilities hereunder; or (c) any syndication or other securities offering made by, or on behalf of Tenant in connection with the Property or this Lease or (d) any storage, handling or disposal of any flammable explosives, hazardous or toxic substances on or from the Premises, or any leakage or contamination attributable to any underground tanks or other equipment whether formerly situated on the Premises or to be placed on the Premises by or at the direction of Tenant.

Landlord shall hold harmless and indemnify Tenant from and against any claim, penalty, loss, damage, charge, liability or expense (including, without limitation, reasonable attorney's fees, both at trial and on any appeal or up to any settlement), threatened, sustained or incurred by reason of, directly or indirectly, the actions or omissions, relating to the Premises, of Landlord, its agents, employees acting in official capacity, invitees and guests.

13. Interference. Except as otherwise provided herein, Tenant shall have no claim against Landlord for any damage, should Tenant's possession of the Premises or any part thereof be disturbed or interfered with or affected in any manner by reason of the acts or omissions of any person, or by reason of the enactment or adoption of any law, ordinance or regulation or by reason of any other act of any governmental authority. The foregoing shall not limit Landlord's liability for Landlord's wrongful interference with the rights of Tenant under this Lease or Landlord's breach of this lease.

14. Liens. Tenant shall at all times keep the Property, Tenant's leasehold interest under this Lease, and the rents, issues and profits of the Property or any part thereof, free and clear of all liens and claims for services, labor or materials supplied or claimed to have been supplied to Tenant or to or in connection with the Property, or any part thereof, and free and clear of all attachments, executions, levies, mortgages (except as expressly provided in Paragraph 17.E. herein), conditional sale agreements, or chattel mortgages, and Tenant shall not suffer any other matter or thing whereby the estate, rights, and/or interests of Landlord in the Property, or any part thereof, might be impaired. In the event of the filing or levy of any such lien, claim, attachment, execution or stop notice, Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or as otherwise approved by Landlord, provided in all events the procedure used is acceptable to Landlord's title insurance company so that said title insurance company would, without additional premium or cost, remove any exception for such encumbrance from any title insurance policy that it might thereafter issue. If Tenant shall fail to cause such lien or encumbrance to be discharged within the period aforesaid, Landlord may (in the exercise of its self-help rights under this Lease), but shall not be obligated to, discharge such lien or encumbrance either by paying the amount claimed to be due or

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by procuring the discharge of such lien or encumbrance by deposit, bonding or other proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by or as the lienor and to pay the amount of judgment in favor of such lienor with interest, costs and allowances. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Property or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of such services or the furnishing of any materials that would give rise to the filing of any lien against the Property or any part thereof and Tenant, for itself and Tenant's Agents.

15. Alterations Required by Law. If any alterations, additions, improvements, repairs or renewals shall be required in or to the Property or any part thereof by any laws, ordinances, or regulations, or by any restrictions, the same shall be done by and the cost thereof borne by Tenant, subject to the provisions of Paragraph 11.

16. Condemnation.

A. If, as a result of the exercise of the power of eminent domain or a conveyance in lieu thereof (hereinafter in this Article referred to as a "Proceeding"), the entire Property or all of the Improvements shall be taken, this Lease and all right, title and interest of the Tenant hereunder shall cease and come to an end on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to such Proceeding. All sums, including damages and interest, awarded in such Proceeding for the fee or leasehold or both shall be paid to the Leasehold Mortgagee in escrow if a Leasehold Mortgage is then outstanding, otherwise jointly to the Landlord and Tenant, and applied in payment of the following items in order of priority:

(1) All real and personal property taxes constituting a lien on the Premises or Improvements then due and payable shall be paid.

(2) Leasehold Mortgagee, if any, shall receive the amount of any outstanding principal and accrued interest thereon from the portion of the award attributable to the value of the leasehold interest in the Premises and of the Tenant's present interest in the Improvements, subject to this lease.

(3) Landlord shall receive the portion of the award attributable to the value of the Premises taken, valued as unimproved land exclusive of any Improvements, and as encumbered by this Lease, and the value of Landlord's reversionary interest in the Improvements.

(4) Subject to the rights of any Leasehold Mortgagee as provided above, Tenant shall receive the portion of the award or the balance of the award attributable to the value of the leasehold interest in the Premises under this Lease as well as the value of Tenant's present interest in the Improvements, subject to this Lease.

(5) Landlord shall receive any expenses or disbursement reasonably paid or incurred by it in connection with the condemnation proceedings.

(6) Tenant shall receive any expenses or disbursements reasonably paid or incurred by it in connection with the condemnation proceedings.

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B. If less than the entire Improvements shall be taken in any Proceeding, this Lease shall terminate as to the portion of the Improvements so taken and the portion of the Premises which is taken in connection therewith on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to the Proceeding. In the event, and only in the event, that the remainder of the Improvements and the Real Property not so taken cannot reasonably or practicably be repaired or reconverted so as to permit the use thereof by Tenant for the purposes permitted hereunder, this Lease shall terminate as to such remainder of the Improvements and the Premises on the earlier of the date on which possession is taken by the condemning authority of the condemned portion of the Improvements and Premises or the date of vesting of title to said portion of the Improvements and the Premises pursuant to such Proceeding. Landlord shall initially determine whether or not the portion of the Improvements and Premises not taken can be repaired or reconverted as provided above, and shall notify Tenant in writing of its determination within thirty (30) days after the date on which Landlord receives notice that the taking has been confirmed by a court whose order is not appealable (or the time for which appeal has lapsed). If Tenant disagrees with Landlord's determination, then Tenant shall notify Landlord thereof within fifteen (15) days after Landlord has so notified Tenant. If, within fifteen (15) days after Tenant has so notified Landlord or Tenant's disagreement with Landlord's determination, the parties cannot mutually resolve their disagreement on this issue, the disagreement shall be settled by an arbitration proceeding undertaken in Boston, Massachusetts, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then existing, and judgment on the arbitration decision may be entered in any court having jurisdiction over the subject matter of the disagreement. The costs of the arbitration proceeding shall be evenly divided between the parties. If this lease is terminated as herein provided, then all sums, including damages and interest awarded for the fee or leasehold or both shall be paid to the Leasehold Mortgagee in escrow if a Leasehold Mortgage is then outstanding, otherwise jointly to the Landlord and Tenant, and applied in payment of the following items in order of priority:

(1) All real and personal property taxes constituting a lien on the Premises or Improvements then due and payable shall be paid.

(2) Leasehold Mortgagee, if any, shall receive the amount of any outstanding principal and accrued interest thereon from the portion of the award attributable to the value of the leasehold interest in the premises and of the Tenant's present interest in the improvements, subject to this lease, unless Leasehold Mortgagee shall, at its sole option, consent that it may be applied to restore the improvements in which event Leasehold Mortgagee shall not be required to expend more than the award for Improvements and leasehold interest, for such restoration.

(3) Landlord shall receive the portion of the award attributable to the value of the Premises taken, valued as unimproved land exclusive of any Improvements, and as encumbered by this Lease, and the value of Landlord's reversionary interest in the Improvements.

(4) Subject to the rights of any Leasehold Mortgagee as provided above, Tenant shall receive the portion of the award or the balance of the award attributable to the value of the leasehold interest in the Premises under this Lease as well as the value of Tenant's present interest in the Improvements, subject to this Lease.

(5) Landlord shall receive any expenses or disbursements reasonably paid or incurred by it in connection with the condemnation proceedings.

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(6) Tenant shall receive any expenses or disbursements reasonably paid or incurred by it in connection with the condemnation proceedings.

C. If less than the entire Improvements shall be taken in a Proceeding and this Lease shall not be terminated as provided in Paragraph 16B above, this Lease shall terminate only as to the portion of the Improvements taken and the portion of the Premises which is taken in connection therewith on the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to the Proceeding. In any such case, Tenant covenants and agrees, at Tenant's sole cost and expense, but not at a cost and expense in excess of any awards payable with respect thereto, promptly, and pursuant to the provisions of Paragraph 11, to restore those portions of the Improvements and the Premises not so taken to a complete architectural unit for the use and occupancy of the Tenant as permitted hereunder. If less than the entire Improvements shall be taken in any Proceeding, all sums, including damages and interest, awarded in the Proceeding for the fee or leasehold or both shall be applied first to the cost of restoring the Improvements, subject to the satisfaction of such reasonable disbursement conditions as Landlord and Tenant may mutually agree shall be required or in the event there is a Leasehold Mortgage outstanding, the award shall be payable to the mortgagee and disbursed as work progresses as evidenced by architect's certificates, except that if such mortgage is then in default, Leasehold Mortgagee shall have the right to apply the award attributable to the Improvements and leasehold interest first to its mortgage, unless Landlord shall exercise its right to cure. Any balance of such sums so awarded shall be applied as follows:

(1) Leasehold Mortgagee, if any, shall receive the amount of any outstanding principal and accrued interest thereon from the portion of the award attributable to the value of the leasehold interest in the Premises and of the Tenant's present interest in the improvements, subject to this lease (but reduced by the portion, if any, applied to the restoration of the improvements).

(2) Landlord shall receive the portion of the award attributable to the value of the Premises taken, which shall be determined as unimproved land exclusive of any Improvements and as encumbered by this Lease, and the value of Landlord's reversionary interest in the Improvements taken.

(3) Subject to the above rights of any Leasehold Mortgagee, Tenant shall receive the portion of the award attributable to the value of the leasehold interest in the Premises under this Lease as well as the value of Tenant's present interest in the Premises subject to the Lease (but the amounts payable to Tenant under this subparagraph (3) shall be reduced by the portion of the award which is applied to the cost of restoring the Improvements).

(4) Landlord shall receive any expenses or disbursements reasonably and necessarily incurred or paid by it in connection with the condemnation proceedings.

(5) Tenant shall receive any expenses or disbursements reasonably and necessarily incurred or paid by it in connection with the condemnation proceedings.

If less than the entire Improvements shall be taken in any Proceeding and this Lease shall not terminate under Paragraph 16B, then, as of the earlier of the date on which possession is taken by the condemning authority or the date of vesting of title pursuant to the Proceeding, the Base Rent shall be reduced by an amount based upon the proportion which the net rentable square footage of the Improvements after the taking bears to the total net rentable square footage of the Improvements prior to the taking.

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D. If a portion of the Premises, but no portion of the Improvements, is taken in a Proceeding, the provisions of this subparagraph shall apply. If less than twenty percent (20%) of the surface of the Premises, exclusive of the portion of the surface of the Premises covered by the Improvements, is taken, this Lease shall terminate with respect to the portion so taken and the Base Rent and Additional Rent payable hereunder shall not be reduced. If more than twenty percent (20%) of the surface of the Premises, exclusive of the portion of the surface of the Premises covered by the Improvements, is taken, this Lease shall terminate with respect to the portion so taken and the Base Rent shall be reduced from the date of the taking by an amount determined by Landlord based on the degree to which such taking interferes with Tenant's normal use of the Premises as permitted hereunder. Landlord shall notify Tenant of such amount in writing. If Tenant disagrees with such amount, then Tenant shall notify Landlord thereof within fifteen (15) days after Landlord has so notified Tenant. If, within fifteen (15) days after Tenant has so notified Landlord, the parties cannot mutually resolve their dispute on this issue, the dispute shall be attempted to be settled by mediation, by a mutually acceptable Mediation Group, with parties reserving the right to proceed to the Courts of the Commonwealth if no resolution is reached in mediation. The costs of the mediation proceeding shall be divided evenly between the parties. In connection with any taking described in this Paragraph, the Landlord shall be entitled to and shall receive the award made in any Proceeding for direct damages, and Tenant hereby assigns such award to Landlord, and Tenant shall be entitled to and shall receive the award made for consequential damages and Landlord hereby assigns such awards to Tenant.

E. If the use or occupancy of the Premises or any portion thereof shall be temporarily taken by any governmental authority, civil or military, or by any entity having the power of eminent domain, then this Lease shall continue in full force and effect, and Tenant shall continue to pay in full all Base Rent, Additional Rent and all other sums due hereunder. In the event of any such temporary taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use or occupancy of the Premises during the remaining portion of the Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration of the Premises and the use and occupancy of the Premises after the end of the Term.

F. Tenant hereby waives any rights it may have under any law or any judicial decision which would otherwise apply to the exercise of the power of eminent domain with respect to the Property, to the extent such law or judicial decision is inconsistent herewith.

17. Assignment, Subletting and Leasehold Mortgages

A. Transfers. For a period of ten (10) years from the execution of this Agreement, the Tenant shall not assign this Lease. Thereafter, the Tenant may, with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, (1) assign, transfer, or encumber this Lease or any interest herein, whether directly or by operation of law, or (2) permit any other entity to become the Tenant hereunder by merger, consolidation, or other reorganization.

B. Consent Standards. Following the expiration of the ten (10) year period reference in Section 17A, the Landlord shall not unreasonably withhold, its consent to any proposed Transfer, provided, however, that the Landlord, after a complete review of any information requested by the Landlord in connection with the proposed Transfer as described in Section 17, herein, has determined that the proposed transferee is creditworthy, has a good reputation in the business community, and is able to perform the Tenant's obligations under the Lease in the public interest.

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C. Request for Consent. If the Tenant requests the Landlord's consent to a proposed Transfer, then the Tenant shall provide the Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; banking, financial, and other credit information; and general references sufficient to enable the Landlord to determine the proposed transferee's creditworthiness and character.

D. Conditions to Consent. If the Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to the Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder. The Landlord's consent to any Transfer shall not waive the Landlord's rights as to any subsequent Transfers. In the event of an assignment by the Tenant that has been approved by the Landlord which is to an entity that undertakes in writing to fully perform and discharge all of the Landlord's obligations and liabilities, the Landlord shall not assume, jointly and severally with such assignee, the performance of Tenant's obligations hereunder. Landlord also may request surety from any transferee or assignee guaranteeing the performance under this Agreement.

E. Permitted Transfers. Following the expiration of the ten (10) year period reference in Section 17A, and notwithstanding anything contained herein to the contrary, the Landlord's consent may be granted to any assignment, sublet or transfer of this Lease by the Tenant (each a "Permitted Transfer") upon the furnishing of adequate information necessary for the Landlord to determine that the Transfer is to (i) any parent, subsidiary or affiliate of the Tenant (the "Tenant's Affiliates"); (ii) any entity with which or into which the Tenant, or the Tenant's general partner or managing or majority member or shareholder has combined, whether by way of merger, reorganization, consolidation, sale of assets, sale of capital stock or the like, a majority equity interest; (iii) an entity which acquires all, substantially all or a majority of the Tenant's assets and provided that in any such event (a) the successor to the Tenant has a net worth, computed in accordance with generally accepted accounting principles consistently applied, at least equal to the greater of (1) the net worth of the Tenant immediately prior to such merger, consolidation or transfer, or (2) the net worth of the Tenant on the date of this Lease; (b) proof satisfactory to the Landlord of such net worth shall have been delivered to the Landlord at least thirty (30) days prior to the effective date of any such transaction, and (c) the assignee agrees directly with the Landlord, by written instrument in form satisfactory to the Landlord, to be bound by all the obligations of the Tenant hereunder, including, without limitation, the covenant against further assignment.

F. Collateral Assignments. Tenant and the Landlord agree, acknowledge and understand that Tenant is financing the construction of the New Transfer Station (the "Obligations") with a third-party lender (the "Lender"). Notwithstanding anything contained in this Agreement, Tenant may without consent of the Landlord assign, transfer, set over and, if required, deliver to the Lender and grant to Lender a continuing security interest in this Agreement and the Lease to secure the Obligations.

G.. Leasehold Mortgages

(1) Tenant, may from time to time during the term of this Lease mortgage, hypothecate, or encumber, in whole or in part, its leasehold estate, subject to Landlord's prior written consent, which shall not be unreasonably withheld or delayed, and which consent shall not be withheld provided in each case that:

(a) The holder of the Leasehold Mortgage shall be an Institutional Lender whose lending activities are regulated or supervised by an agency of the federal government or the Commonwealth of Massachusetts with a minimum tangible net worth (i.e. net worth less intangible assets such as goodwill,

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trade names, patent rights and the like) in no event less than the minimum net worth required to be maintained by such lender under any applicable regulations of the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or any other applicable federal or state governmental agency;

(b) In no event shall Landlord be required to encumber or subordinate its fee title to the Premises or any part thereof or interest therein for any reason;

(c) The Leasehold Mortgage shall not prohibit the disposition and application of insurance proceeds and condemnation awards as provided herein;

(d) The Leasehold Mortgage shall encumber only the Tenant's interest as Tenant in the Premises and its interest as owner of the Improvements;

(e) The Tenant or holder of the Leasehold Mortgage shall promptly deliver to the Landlord, in the manner herein provided for the giving of notice to Landlord, a true copy of the Leasehold Mortgage and any assignment thereof, and shall notify the Landlord of the address of the holder of the Leasehold Mortgage to which notices from the Landlord may be sent; and

(f) Until such time as construction of the Improvements contemplated by this lease is complete, all of the proceeds from any loan secured by the Tenant's interest in the Property shall be utilized in connection with the development and construction of such improvements, which may include so-called "soft costs".

Landlord's consent under this subparagraph 17(D)(1) shall be deemed to have been given if Landlord does not respond to Tenant's written request for Landlord's consent within ten (10) days of Landlord's receipt of such request accompanied by all information reasonably necessary to consider.

(2) In the event that Tenant encumbers or hypothecates its interest in this Lease as security for a loan as permitted above, and provided that Tenant delivers written notice to Landlord of the name and address of the lender of such loan, then Landlord hereby agrees that Landlord will give written notice of any default under the terms of this Lease, by registered or certified mail, to such lender at the address contained in such notice. Provided Tenant gives to Landlord written notice of the name and address of such lender as required above, no notice of a default by Landlord to Tenant shall be deemed to have been duly given to Tenant unless and until a copy thereof has been mailed to such lender at the address provided. Such lender, in case Tenant shall be in default under this Lease, shall, within the period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied, and Landlord shall accept such performance by or at the instance of such lender as if the same had been made by Tenant. Provided Tenant gives to Landlord written notice of the name and address of such lender as required above, Landlord shall not take any action to terminate this Lease because of any default or breach thereunder on the part of Tenant if such lender (i) within sixty (60) days after mailing of written notice to such lender from Landlord of its intention to terminate the Lease for such default or breach, shall cure such default or breach if the same can be cured by the payment of expenditure of money, or (ii) shall diligently take action to obtain possession of the Premises (including possession by receiver) and to cure such default or breach in the case of a default or breach which cannot be cured unless and until such lender has obtained possession and shall, during such time, pay all rental and all other payments required to be made under this Lease, or (iii) if such default or breach is not so curable under the foregoing subparagraphs (i) or (ii), shall institute and carry forward with due diligence foreclosure or sale proceedings under its mortgage or deed of trust securing such loan and pay all rental and all other payments required to be made under such Lease until

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such time as Tenant's interest in this Lease shall be sold upon such foreclosure or sale proceedings pursuant to said mortgage or deed of trust; provided, however, such lender shall not be required to continue such action for possession or such foreclosure or sale proceedings if such default or breach shall be cured by Tenant. Upon completion of any such foreclosure or sale proceedings under said mortgage or deed of trust, the purchaser (whether such lender or otherwise) at such sale will be recognized by Landlord as Tenant under the terms of this Lease for all purposes and shall be bound hereby for the remaining term hereof. A lender who acquires title to Tenant's interest in this Lease by acceptance of a deed in lieu of foreclosure shall be deemed a "purchaser" for these purposes.

18. [Paragraph 18 is intentionally left blank.]

19. Default.

A. Events of Default. The occurrence of any one of the following events shall constitute an event of default by Tenant under this Lease:

(1) Tenant shall fail to pay any installment of Rent when due and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord.

(2) Tenant shall commence (by petition, application, assignment, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, assignee, custodian, or other similar official of it or any substantial part of its property; or shall consent (by answer or failure to answer, or otherwise) to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it; or shall generally not pay its debts as they become due; or admit in writing its inability to pay its debts as they become due; or shall take any corporate or other action to authorize any of the foregoing.

(3) An involuntary case or other proceeding shall be commenced against the Tenant under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of Tenant or any substantial part of Tenant's property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days or a trustee, receiver, custodian, or other official shall be appointed in such an involuntary case and is not removed within sixty (60) days of being appointed.

(4) Tenant shall abandon the Premises.

(5) Tenant shall fail to comply with any term, provision or covenant of this Lease not involving the payment of money, and shall not cure such failure within twenty-one (21) days after written notice thereof by Landlord to Tenant or, if such failure is not reasonably susceptible of cure within such twenty-one (21) day period, Tenant shall not commence to cure such failure within such thirty (30) day period or thereafter shall not diligently prosecute such cure to completion within a reasonable period of time.


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B. Remedies for Default. In the event of any default by Tenant under this Lease, then, in addition to and without prejudice to any other right or remedy given hereunder or by law and notwithstanding any waiver of any former breach of covenant Landlord may:

(1) Terminate this Lease, and Tenant's right to possession of the Property, by giving to Tenant a notice of intention to terminate this Lease specifying a day not earlier than ten (10) days after the date on which such notice of intention is given and, upon the giving of such notice, the term of this Lease and all right, title, and interest of the Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term, whereupon Tenant shall immediately surrender the Property to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property and expel or remove Tenant and any other person who may be occupying such Property or any part thereof without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

(2) Terminate this Lease as aforesaid and, upon termination of this Lease, exercise the remedies available under Massachusetts law including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid Base Rent and Additional Rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided.

(3) So long as Landlord has not terminated Tenant's right to possession of the Premises, exercise the remedies available under Massachusetts law including without limitation, the right to collect, by suit or otherwise, each installment of Base Rent or payment of Additional Rent that becomes due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed.

(4) Enter upon and take possession of the Property without terminating this Lease and expel or remove Tenant and any other person who may be occupying such Property or any part thereof without being liable for prosecution of any claim of damages therefore, and without terminating this Lease or releasing Tenant from its obligations hereunder for the full term hereof, endeavor to relet the Property for the account of Tenant for such time and upon such terms as the Landlord shall determine, and receive the rent therefore. In any case of reletting hereunder, the Landlord may make repairs, alterations and additions in or to the Property, and redecorate the same to the extent deemed by the Landlord necessary or desirable, and the Tenant shall, upon demand, pay the cost thereof, together with the Landlord's expenses of the reletting (including, without limitation, attorney's fees). If the consideration collected by the Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the Base Rent and Additional Rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and the Landlord's expenses, the Tenant shall pay to the Landlord the amount of each monthly or other deficiency upon demand. In the event Landlord is successful in reletting the Property at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, Landlord and Tenant each agrees that Tenant shall not be entitled, under any circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

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(5) Have the right to have a receiver appointed, upon application by Landlord, to take possession of the Property and to apply any rental collected from the Property and to exercise all other rights and remedies granted to Landlord pursuant to Paragraph 19B(4) hereof.

C. Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end, and Tenant, for and on behalf of itself and all persons claiming through or under Tenant, also waives any and all right of redemption or re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by a judgment or by a warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease. Tenant hereby expressly waives its right to counterclaim and cross-claim for any reason, including but not limited to counterclaims for personal injury or property damage, in any summary proceeding commenced by Landlord. The terms "enter," re-enter," entry" or re-entry," as used in this Lease are not restricted to their technical legal meaning.

D. No failure by Landlord or Tenant to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any breach or of such covenant, agreement, term or condition hereof. No covenant, agreement, term or condition of this Lease to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party hereto. No waiver of any breach shall affect or alter this Lease but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

E. In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord 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 Lease.

F. Each right and remedy of Landlord provided for in this Lease, unless the words "sole remedy" or words of similar specific import are used, 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 equity or by statute or otherwise, and the exercise or beginning of the exercise of 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.

G. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money), or be liable in damages or otherwise for any failure or delay in performance which is due to strike or other industrial disturbance; fire, explosion or other natural catastrophe; epidemic; terrorism; civil disturbance; curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities; act of God; delay of subcontractors or vendors; act of government or compliance with government regulations (whether or not valid); embargo; machinery or equipment

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breakdown; or any other similar or dissimilar cause which is beyond the reasonable control of the party claiming excuse hereunder.

The party that has been so affected shall forthwith give notice to the other party and shall do everything to resume performance. A force majeure or an act of God event shall not include changes in the recycling market prices.

20. Vesting of Improvements and Other Property and Interests; Removal of Personal Property

A. Tenant shall, on the last day of the Term hereof, or upon any earlier termination of this Lease, quit and surrender the Property into the possession and use of Landlord without delay, broom clean and in good order, condition and repair (reasonable wear and tear excepted), free and clear of all lettings and occupancies and subleases (except for those which Landlord has elected to recognize pursuant to Paragraph 17), and free and clear of all liens and encumbrances other than those, if any, created by Landlord. During the Term, the Improvements constructed upon the Premises by Tenant shall be, as between Landlord and Tenant, the property of Tenant, but Tenant shall have no right to remove said Improvements from the Premises without Landlord's prior written consent. However, upon the expiration or sooner termination of this Lease, Tenant's right, title and interest in all Improvements then located on the Premises shall, without compensation to Tenant, vest in Landlord free and clear of all encumbrances. In addition, upon and as of the expiration or sooner termination of this Lease, the following shall, without compensation to Tenant, vest in Landlord:

(1) All prepaid rents, prepaid payments and security deposits made under any Subleases which Landlord has previously approved or which Landlord has elected to recognize pursuant to Paragraph 17B that have not heretofore been applied against obligations under such Subleases, and the amount of the same shall be paid over to the Landlord by Tenant.

(2) Tenant's interest in all Subleases which Landlord has previously approved or which Landlord has elected to recognize pursuant to Paragraph 17B, subject to the provisions of Paragraph 17B hereof.

(3) All intangible property selected by Landlord within sixty (60) days after such termination and owned or held by Tenant at such termination in connection with the Property or any part thereof, including contract rights, assignable insurance policies, logos, trade names, assignable franchises, endorsements or trade ratings, trade association memberships, agreements, business licenses, tenant lists, copies of records (including but not limited to all those relating to Taxes, insurance, tenants, maintenance, repairs, capital improvements and services), booklets and manuals, advertising material, utility contracts and telephone exchange numbers.

Nothing herein contained shall be deemed to require Landlord to succeed to Tenant's interest in any such intangible property, nor to become obligated or liable thereunder in any respect or at all, except as selected by Landlord. In no event will Landlord be liable for any default of Tenant under any Sublease or in connection with any such intangible property which occurred prior to the later of the termination of this Lease or the selection of the particular item of intangible property by Landlord as aforesaid with respect to which such default relates.

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Tenant shall upon Landlord's demand deliver to Landlord such assignments, deeds, instruments and documents as Landlord shall request to confirm Landlord's ownership of the Improvements and the other items acquired by Landlord as aforesaid.

B. The Personal Property owned by Tenant may be removed by Tenant at any time prior to the termination of this Lease, and shall be removed by Tenant upon such termination. If, upon the expiration of the Term or earlier termination of this Lease, Tenant shall not have removed such Personal Property from the Premises and the Improvements, then Landlord shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such Personal Property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as Landlord may see fit, or (ii) remove and store the same in a place satisfactory to Landlord, in which event all expenses of such disposition (in excess of any amount received by Landlord upon such disposition), removal and storage shall be charged to and be borne by Tenant, and Landlord shall be reimbursed by Tenant for such expenses upon written demand therefore. Tenant shall repair any loss or damage to the Property or any part hereof caused or resulting from the removal of the Personal Property (whether removed by or at the direction of Landlord or Tenant).

21. Other Obligations. In addition to the other obligations under this Lease, Tenant at all times during the Term shall be bound by and shall fully comply with all covenants, conditions, restrictions, limitations and requirements of every kind or nature, whether foreseen or unforeseen, ordinary or extraordinary, structural or non-structural, interior or exterior, which relate to the Premises or any part thereof or the ownership, occupancy or use thereof and which are imposed by law statute, rule, order, regulation or ordinance, or by any policy of insurance or by any contract or instrument to which the Property or Landlord or Tenant is now subject or hereafter become subject, or any other agreement between Landlord and Tenant, including, but not limited to, all covenants, conditions and restrictions, easements, mortgages and deeds of trust to which the Property or any part thereof may now be hereafter the subject. Without limitation on the generality of the foregoing, in the event this Lease and the any such covenants, conditions, restrictions, limitations or requirements both include specific provisions relating to the same matter, then Tenant shall comply with both unless such provisions are in conflict and accordingly compliance with both is impossible, in which event it shall comply with whichever standard is higher to the extent of the conflict.

22. Landlord's Performance of Tenant's Obligations. In the event that Tenant shall fail to do or perform or comply with any covenant, term or condition hereof on Tenant's part to be performed or complied with (including, but not limited to, its covenant to pay any amount required to be paid by it hereunder or to perform the obligations secured by any mortgage), Landlord may, at its option and without being under any obligation to do so, and without waiving any right it may have against Tenant by reason of Tenant's failure as aforesaid, after fifteen (15) days written notice to Tenant, do or perform the same and thereupon the amount of all expenses and disbursements incurred or paid by Landlord in doing or performing the same, together with interest as herein provided from the time the expenses or disbursements were incurred or paid by Landlord, shall become due and owing and payable from Tenant to Landlord. If, pursuant to the foregoing right of Landlord, Landlord performs, acquires or satisfies any lien, encumbrance or obligation of Tenant, Landlord shall thereupon be subrogated to all rights of the obligee against the Tenant or the Property or both, and no merger shall be construed which would defeat such subrogation. In the case of subrogation to the rights of a mortgagee, the Landlord shall not have the right to foreclose, except upon assignment (if any) of the mortgage to the Landlord by the mortgagee. All sums payable from Tenant to Landlord under the terms hereof, shall bear interest at a rate of interest equal to eight (8.0% per cent per annum from the date such sum becomes payable until actually paid.

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23. Holding Over. Should Tenant hold over after the termination of this Lease, with or without the express consent of Landlord, and whether or not such consent is in writing, the resulting tenancy shall be construed to be a month-to-month tenancy at a monthly rental equal to twice the monthly rent payable under the terms hereof for the month immediately preceding such termination, but otherwise on the terms and conditions provided in this Lease, except as to terms and rental. The Term of this Lease shall not be renewed or extended by any matter or thing.


24. Successors and Assigns. Subject to the limitations hereinabove set forth, this Lease and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

25. Further Documents. Landlord and Tenant will, whenever and as often as it shall be reasonably requested so to do by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all transactions or to accomplish any and all matters and things provided in this Lease.

26. Force Majeure. The period of time during which either party is prevented or delayed in the performance or the making of any improvement or repairs or fulfilling any obligation required under this Lease, other than the payment of Rent or Additional Rent, due to unavoidable delays caused by fire, catastrophe, strikes or labor troubles, civil commotion, Acts of God or beyond such party's reasonable control, shall be added to such party's time for performance thereof, and such party shall have no liability by reason thereof, provided, however, that in no event shall the performance of an obligation under this Lease be deemed prevented or delayed by any of the foregoing reasons (collectively, "force majeure") if performance can be (or could have been) effectuated by, or any default thereof cured by, the proper payment of money with respect to any such obligation and in no event shall the inability of either party to make available sufficient funds be deemed to be a force majeure. If either Landlord or Tenant shall be able to perform any of the other party's obligations hereunder, claimed by the non-performing party to be subject to force majeure, then the non-performing party's claim of force majeure shall be ineffective against the Landlord or Tenant, as the case may be.

27. Liability Limits.

A. Anything contained in this Lease to the contrary notwithstanding, if Landlord, or any successor in interest, shall be a corporation, individual, joint venture, tenancy in common, firm or partnership, general or limited, or other legal entity, it is specifically understood and agreed that there shall be no personal liability on the stockholders or directors of such corporation or on such individual or the members of such firm, partnership, tenancy in common joint venture or upon such corporation, firm, partnership, tenancy in common joint venture, or other legal entity, in respect to any of the covenants or conditions of this Lease; and the Tenant shall look solely to the equity of the interest of Landlord in the Property for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, and no other property or assets of such Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

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B. With respect to any provision of this Lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant shall not be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for consequential money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval. In the event it is ever found in a court of competent jurisdiction that Landlord acted to withhold or delay consent to willfully damage Tenant and Tenant seeks damages therefore, then the parties agree that the amount of such damages shall be limited to actual damages.

C. Anything contained in this Lease to the contrary notwithstanding, if Tenant, or any successor in interest, shall be a corporation, individual, joint venture, tenancy in common, firm or partnership, general or limited, or other legal entity, it is specifically understood and agreed that there shall be no personal liability on the stockholders or directors of such corporation or on such individual or the members of such firm, partnership, tenancy in common joint venture or upon such corporation, firm, partnership, tenancy in common joint venture, or other legal entity, in respect to any of the covenants or conditions of this Lease; and the Landlord shall look solely to the equity of the interest of Tenant in the Property for the satisfaction of the remedies of the Tenant in the event of a breach by the Tenant of any of the terms, covenants and conditions of this Lease to be performed by Tenant, and no other property or assets of such Tenant shall be subject to levy, execution or other enforcement procedure for the satisfaction of Landlord's remedies, except as set forth in Paragraph 27.C.(2) below.

28. Indemnity.

A. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and such other party's lenders, officers, employees and agents (the "Indemnified Party") against any and all losses, damages (excluding consequential damages), claims (including third-party claims), expenses and other liabilities, including, without limitation, reasonable attorneys' fees, costs, and expenses, resulting from or arising out of (i) any operations of the Indemnifying Party on the Property, (ii) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party on the Property, or (iii) any breach of this Agreement by the Indemnifying Party. This indemnification shall survive the termination of this Agreement. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities caused by any negligent or deliberate act or omission on the part of the Indemnified Party.

B. Landlord further agrees to indemnify and hold harmless Tenant, its employees, officers and directors, affiliates, agents and assigns from and against any and all liability and costs (including remediation costs, third party personal injury or property claims and reasonable attorney's fees) arising out of or related to the presence, disturbance, exacerbation and/or release of any Hazardous Substances on or under the Property, excluding any Hazardous Substances brought on the Property by Tenant, Tenant's agents or Tenant's subcontractors or any disturbance, exacerbation and/or release of hazardous material by Tenant, Tenant's agents or Tenant's subcontractors.

C. The indemnification provisions of this Lease are for the protection of Landlord and Tenant and the other persons entitled to indemnification under this Lease, and shall not establish, of themselves, any liability to any other entity.

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29. Miscellaneous. This Lease contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The covenants and agreements of this Lease cannot be altered, changed, modified or added to, except in writing signed by Landlord and Tenant. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one agreement. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Lease.

No waiver by Landlord of any default of Tenant or of any event, circumstance or condition permitting Landlord to terminate this Lease shall be implied or inferred and no written waiver thereof shall constitute a waiver of any other default of Tenant or of any other event, circumstance or condition permitting such termination, whether of the same or of any other nature or type and whether preceding, concurrent or succeeding; and no failure on the part of Landlord to exercise any right it may have by the terms hereof or by law upon the default of Tenant, and no delay in the exercise of such right, shall prevent the exercise thereof by Landlord at any time when Tenant shall continue to be so in default and no such failure or delay and no waiver of default shall operate as a waiver of any other default, or as a modification in any respect of the provisions of this Lease. The subsequent acceptance of any payment or performance pursuant to this Lease (including, but not limited to, the acceptance of Rent pursuant to this Lease) shall not constitute a waiver of any previous default by Tenant or of any previous event, circumstance or condition or of any right of Landlord to terminate this Lease on account of such default, event, circumstance or condition, other than the default in the payment of the particular payment or the performance of the particular matter so accepted, regardless of Landlord's knowledge of the previous default or the previous event, circumstance or condition, at the time of accepting such payment or performance, nor shall Landlord's acceptance of such payment or performance after termination constitute a reinstatement, extension or renewal of this Lease or revocation of any notice or other act by Landlord. No remedy conferred upon Landlord in this Lease is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Lease to Landlord or to which Landlord may otherwise be entitled, including actions in equity for injunctive relief, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Landlord, and Landlord may pursue inconsistent remedies.

The Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Each obligation of Tenant under this Lease constitutes both a covenant and a condition to its rights under this Lease. Neither this Lease nor anything contained herein shall be deemed to make Landlord in any way or for any purpose a partner, joint venturer or associate in any relationship with Tenant other than that of landlord and tenant, nor shall this Lease or any provisions thereof be construed to authorize either to act as agent for the other except as expressly provided in this Lease. The consent or approval by Landlord to or of any act by the Tenant requiring the Landlord's consent to approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by the Tenant.

The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words wherever the same appear herein, mean and refer to this Lease in its entirety and not to any specific paragraph or subparagraph hereof unless otherwise expressly designated in context. Reference in this Lease to the "obligations" of Tenant, and words of like import, shall mean the covenants to pay Rent under this Lease and all other covenants, agreements, terms, conditions, limitations, restrictions and reservations contained in this Lease applicable to Tenant. The term "Tenant's obligations hereunder" and words of like import shall mean all obligations to this Lease which are to be performed, observed or kept by Tenant. The term

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"include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to". Wherever in this Lease there is a reference to a cost being at Tenant's sole cost and expense, or words of similar import, such phrase shall be construed to mean that Tenant shall pay the costs so referred to or, if applicable, reimburse Landlord for the costs referred to and, in the latter case, within ten (10) days of demand by Landlord. The term "will not unreasonably withhold" and words of like import shall mean "will not unreasonably withhold or delay."


Any provision or provisions of this Lease which shall be to any extent in violation of any law or ordinance or which shall prove to be to any extent unenforceable, invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof, except those provisions which are made subject to or conditioned upon such unenforceable, invalid, void or illegal provision or provisions, shall nevertheless remain in full force and effect. No surrender to Landlord of this Lease or of the Premises, or any part thereof or of any interest therein, shall be valid or effective unless provided for in this Lease or otherwise agreed to and accepted in writing by Landlord and no act by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord, shall constitute an acceptance of any such surrender. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. To the extent this Lease requires Tenant to submit payments for items other than the Rent and in the event Tenant submits a payment of less than the total combined amount of all of said payments, then the Landlord shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of Tenant.

This Lease shall not be placed of record. Landlord and Tenant agree to execute a Memorandum of Lease in form appropriate for recording setting forth such provisions hereof as either party may reasonably request except that the provisions relating to Rent, Taxes and other charges shall not be disclosed in said short form.

Tenant agrees that as to Landlord, Tenant shall not have any right to sue for or collect, and Landlord shall never have any liability or responsibility whatsoever for, any consequential or indirect damages whether proximately or remotely related to any default of Landlord under this Lease, and Tenant hereby waives any and all such rights.

30. Notices. Any notice, demand or document which any party is required or may desire to give to the other party shall be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, or by Federal Express or comparable express delivery service, addressed as follows:

To Tenant: B-P Trucking, Inc.
55 Nickerson Road
Ashland, MA 01771
Attn: Gary DePaolo, or Stephen DePaolo

Initials 
Landlord Tenant

To Landlord: Board of Health
Town of Hudson
Town Hall
78 Main Street
Hudson, Massachusetts 01749

Subject to the right of either party to designate a different address for itself by notice similarly given. Any notice, demand or document so given by United States mail shall be deemed to have been given on the fifth day after the same is deposited in the United States mail as registered or certified matter, addressed as above provided, with postage thereon fully prepaid, except that any payments of Rent shall be deemed to have been made only when actually received by Landlord. Any such notice, demand or document not given by registered or certified mail as aforesaid shall be deemed to be given, delivered or made only upon receipt of the same by the party or parties to whom the same is to be given, delivered, or made. Notice to any other office, person, or department of Landlord shall not constitute notice under this Lease.

31. Estoppel Certificates Any party hereto shall deliver to any other party hereto, within fifteen (15) days after receipt of a written request therefore, an estoppel certificate stating the date to which Rent has been paid, the amount of any prepaid Rent, and stating whether such party has any actual knowledge that this Lease is not in full force and effect, whether such party or any other party is in default hereunder, and whether this Lease has been modified or amended.

32. Attorneys' Fees. In the event that either Landlord or Tenant fails to perform any of its obligations under this Lease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by either party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable counsel fees. The right of Landlord or Tenant, as the case may be, to all costs and expenses incurred by it in enforcing or establishing its right hereunder pursuant to the provisions of this Paragraph 32 shall include, without limitation, all costs and expenses incurred by Landlord and Tenant, as the case may be (including, without limitation, court costs and reasonable counsel fees) in the enforcement of all obligations of Tenant or Landlord, as the case may be, under this Lease or otherwise with respect to the Premises, whether or not legal action was commenced, and including all such costs and expenses incurred in an action or participation in, or in connection with, a case or proceeding under Chapter 7 or 11 of the Bankruptcy Code, or any successor statute thereto.

33. Broker. The parties hereto covenant, warrant and represent that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Landlord and Tenant agree to indemnify and hold each other harmless against any claims for brokerage commission and other costs arising out of any conversations or negotiations had by the other party with any broker. The provisions of this paragraph shall survive expiration and termination of this Lease.

[Signatures appear on the following page.]

Initials
Landlord Tenant

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

**Town of Hudson,
Acting by and through its Board of Health:**



Michael DeLano, Chairperson
Hereunto duly authorized, with no personal liability



Christie Vaillancourt, Board Member
Hereunto duly authorized, with no personal liability

Cassia Monteiro, Board Member
Hereunto duly authorized, with no personal liability

With the approval of the Board of Selectmen, now Select Board:



Scott R. Duplisea, Chairperson
Hereunto duly authorized, with no personal liability



James D. Quinn, Clerk
Hereunto duly authorized, with no personal liability



Fred Lucy II, Select Board Member
Hereunto duly authorized, with no personal liability



Michael D. Burks, Sr., Select Board Member
Hereunto duly authorized, with no personal liability

TENANT:

B-P Trucking, Inc.



By: Gary J. De Paolo, Vice President
Hereunto duly authorized



Shawn S. Sadowski, Select Board Member
Hereunto duly authorized, with no personal liability

Initials  
Landlord Tenant

EXHIBIT A TO GROUND LEASE - LEGAL DESCRIPTION

See most recent Assessors Map (2020 Version):

Map _____, Parcel _____

Initials
Landlord Tenant

EXHIBIT B TO GROUND LEASE

See Exhibit A.

Initials
Landlord Tenant

Handwritten initials in black ink for the Landlord and blue ink for the Tenant.

EXHIBIT C TO GROUND LEASE - IMPROVEMENTS TO BE CONSTRUCTED

SITE PLAN TO BE FURNISHED UPON COMPLETION AT A LATER DATE.

Initials
Landlord Tenant

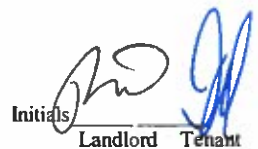
Handwritten initials in blue ink. The Landlord's initials are 'JD' and the Tenant's initials are 'JH'.

EXHIBIT D TO GROUND LEASE

Town of Hudson, Town Meeting Vote
November 14, 2020

Initials
Landlord Tenant