



CITY OF MELROSE
LEGAL & LEGISLATIVE COMMITTEE
AGENDA • JUNE 15, 2023

Council Chamber, First Floor, Melrose City Hall Committee Meeting
562 Main Street, Melrose, MA 02176

7:00 PM

The public should take notice that the Melrose City Council may, on certain occasions, have a quorum in attendance due to standing committees of the City Council consisting of both voting and non-voting members. Members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the standing committee.

I. CALL TO ORDER

Ryan Williams	Chair
John Obremski	Vice Chair
Christopher Cinella	
Jack Eccles	
Maya Jamaledine	
Jen Grigoraitis	President, Ex Officio

II. PUBLIC COMMENT

Remote Link for Public Comment:
<https://cityofmelrose-org.zoom.us/j/91223320788>

Meeting ID:
912 2332 0788

III. ORDERS

1. **ORDER-2023-94** : Personal Property Minimum Value Requesting both the Acceptance of M.G.L. c. 59 § 5, cl. 54 for the purpose of allowing Melrose to establish a minimum value of personal property subject to taxation, and that City Council set this minimum value to \$3,000.

Sponsored by: Sarah MacLellan

From: City Council

ASSIGNED TO COMMITTEE

2. **ORDER-2023-95** : Request that the City Council Approve the Written Determination that the Lease Transaction of the St. Mary's Parish Parking Lot is a Unique Acquisition of Property pursuant to M.G.L. c. 30B.

From: City Council

ASSIGNED TO COMMITTEE

3. **ORDER-2023-96** : Approval of Lease Agreement with the Archdiocese of Boston For the Lease of The Parking Lot Near St. Mary's Church at 46 Myrtle Street, Melrose MA

From: City Council

ASSIGNED TO COMMITTEE

IV. ADJOURNMENT



CITY OF MELROSE

Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata, Sarah MacLellan

Date: May 30, 2023

Re: Loan Order – Personal Property minimum valuation

Under M.G.L. c. 59 § 5, cl. Fifty-Fourth, the City of Melrose has the option to adopt a policy which allows the Assessor to establish a minimum value of personal property subject to taxation with a with a maximum valuation of not more than \$10,000. The purpose of the statute is to exclude the issuance of numerous small dollar tax bills that cost near or as much to collect as the collection itself. At the current tax rate, the approximate revenue impact and tax bill amounts at valuations of \$3,000, \$2,000 and \$1,000 are as follows:

	<u>Approx Gross Rev. Loss</u>	<u>Minimum PP Bill</u>
Under \$3K	\$4,655.21	\$54.36
Under \$2K	\$2,846.11	\$36.24
Under \$1K	\$ 882.44	\$18.12

The Assessor and Treasurer Collector are recommending a vote for the exclusion of personal property taxes on businesses with valuations less than \$3,000. The issuance and collection processes include the following:

<u>Process</u>	<u>Required Resources</u>
Assessment and file processing	- Evaluation - Assessor, TPA - Assessment - Assessor - Processing -(2x/yr) - Treasurer Collector
Bill printing, web-site posting, and mailing	- TPA (2x/yr)
Demands - Bill printing, web-site posting, and mailing	- Treasurer Collector - TPA

Courtesy letters for amounts due less than \$50.00 - Treasurer Collector

Misc - abatements, refunds, department verifications, A/R maintenance	- Assessors
	- Various departments
	- Treasurer Collector dept
	- Auditors

In FY2023, the City of Melrose issued 439 personal property tax bills totaling \$2,476,486.45. Of the total, 218 tax bills totaling \$4,992.81 or approximately 0.20% of the total billed were less than \$55.00. Throughout the year, 58 of the 218 bills were abated, adjusted or written-off for a total of (\$400.10), 12 Demands were issued on overdue amounts between \$25.00 and \$54.99 totaling \$180.00. As of May 26, 2023, 161 bills were collected that, including abatements, adjustments and interest on overdue amounts, summed to \$3,807.76. Refunds of (\$163.56) to 7 clients are pending. 56 invoices totaling \$1,128.51 remain outstanding and require additional follow-up.

The printing, mailing and processing costs are calculated on volume and even with a minimum of four mailings (2 invoices, demands, courtesy letter) are less than \$400. The Assessor's cost to value the 219 businesses is estimated to be between \$500 to \$1,000 annually. The intangible costs include the time and effort committed to research, communications and processing by the various departments to collect the nominal amounts due and the impact to the very small business owners clearing their payment records to acquire required permits and City offered resources.

Given the time and resources required to collect the nominal amounts, we can safely estimate we are near break-even level. M.G.L. c. 59 § 5, cl. Fifty-Fourth has been adopted by numerous municipalities in the Commonwealth, including Malden, Gloucester, Wakefield, Reading and Lynnfield, to partner with the small business community and streamline the collections process with a minimum loss of revenue collection.

Thank you for your consideration of this recommendation.



CITY OF MELROSE

Legal Department

Shannon Phillips
City Solicitor
SPhillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

May 26, 2023

Melrose City Council
562 Main Street
Melrose, MA 02176

Re: Order requesting a Written Determination of Unique Acquisition of Real Property

Dear Honorable Council Members:

This correspondence is being submitted in connection with the above-referenced Order. As Council members may be aware, this Order has been submitted by the Mayor's Office requesting Council approve a written determination of a unique acquisition of real property relative to the St. Mary's Parish Parking lot lease in Melrose.

Pursuant to Massachusetts General Laws c.30B, § 16, cities and towns in Massachusetts generally must solicit proposals when seeking to acquire real property (including by way of lease) costing more than \$35,000 during the term of the lease. An exception to this is when the jurisdiction has determined that the transaction meets the definition of a "unique acquisition" of real property given the property's unique qualities or location. *Id.* at § 16(e)(2).

Given the location and size of the parking lot in question (53 public parking spaces provided to Melrose) located at 46 Myrtle Street in Melrose, and its proximity to Main Street serving as a direct benefit to the residents of Melrose and area businesses, this transaction in my opinion meets the definition of "unique acquisition" of real property.¹

Prior to entering into a lease agreement renewal with the Archdiocese of Boston relative to the St. Mary's Parish Parking Lot, City Council as the "governmental body" under M.G.L. c. 30B § 16 is charged with approving the lease and making this determination.

¹ See OIG Bulletin, Volume I Issue 4 (November 2020) *Frequently Asked Questions* (opining that if a small piece of property adjacent to town hall is the only property that could meet the town hall's parking needs, this transaction could be considered a unique acquisition).

A proposed written determination relative to the classification of this transaction as a “unique acquisition” has been attached to the relative Order for City Council’s vote and approval. Should a vote in the affirmative be made by Council on this Order, and the separate Order relative to approval of the Lease, prior to execution of the Lease the City will publish a copy of this Written Determination in the state Central Register for 30 days as required under M.G.L. c. 30B.

I will be present at the relative Committee meeting where this Order will be discussed to answer any questions Council may have in this regard. Thank you.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Shannon T. Phillips". The signature is fluid and cursive, with the first name "Shannon" and last name "Phillips" clearly distinguishable.

Shannon T. Phillips

cc: Mayor Paul Brodeur (via email)

MELROSE CITY COUNCIL ORDER

Written Declaration Regarding the Unique Qualities and Location of the 53 parking spaces located at the St. Mary's Parish Parking Lot at 46 Myrtle Street in Melrose

WHEREAS, the City of Melrose ("City") desires to enter into a new lease with the Archdiocese of Boston for use of the parking lot on their property near St. Mary's Church for the purposes of providing public and municipal parking space near the downtown area;

WHEREAS, this lot provides 53 parking spaces solely for municipal and public parking lot use in very close proximity to area business and Main Street where parking lot is limited;

WHEREAS, the proposed annual lease price for the unrestricted use of these 53 parking spaces as a municipal and public lot is \$35,000 for a three-year lease term;

WHEREAS, the City of Melrose has a beneficial interest in this property;

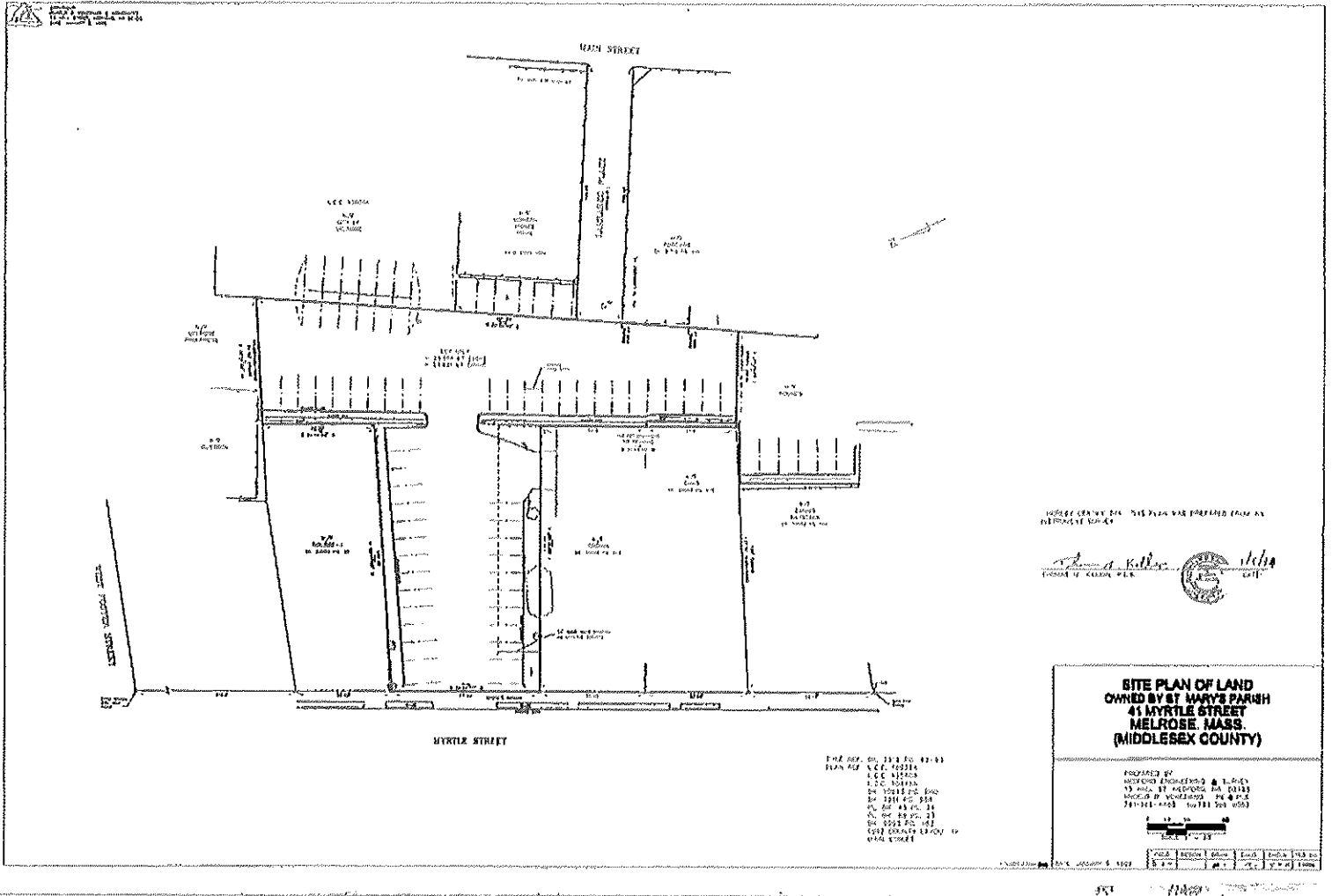
WHEREAS, M.G.L. c. 30B, section 16(e)(2) provides that the City may acquire (including by lease) an interest in real property without issuing a formal Request for Proposals (solicitation of bids) if "the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed" and that such determination must be published in the Central Register not less than 30 days before the City executes a binding agreement; and

WHEREAS, this Order is solely for the purpose of meeting the requirements of M.G.L. c. 30B, section 16(e)(2) and is not for the purpose of appropriating funding for or approving the proposed lease, which will be filed as a separate Order;

NOW THEREFORE, it is **ORDERED** that:

In accordance with the requirements of M.G.L. c. 30B, § 16(e)(2), it is hereby determined that the 53 designated Parking spaces in the St. Mary's Parish parking lot located at 46 Myrtle Street in Melrose, Massachusetts as depicted on Exhibit A, attached herewith, is a real property asset in the City that is unique in its location and qualities in that, among other things the location provides a significant benefit to the City of Melrose by providing a public and municipal parking lot near the downtown area. Parking is in high demand in downtown Melrose. It is hereby determined that advertising will not benefit the City because there is no comparable sized property available within this area for a public municipal parking lot in close proximity to the downtown area; the location of this public parking lot helps significantly reduce pressure on the downtown lots; and the location and number of spaces available for lease provides a significant benefit to local merchants.

Exhibit A





CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Request for Declaration Regarding the Unique Qualities and Location of the St. Mary's Parish Parking Lot
Date: June 5, 2023

As the Honorable City Council may be aware, the City of Melrose currently leases 53 parking spaces in the St. Mary's Parish Parking Lot located at 46 Myrtle Street in Melrose MA. This lease is set to expire on June 30, 2023.

This parking lot lease has served the needs of the City of Melrose since 2017 by allowing for 53 additional parking spaces near the downtown area to be used as a public and municipal parking lot. As you know, parking is in high demand in downtown Melrose. These additional spaces and the location and proximity of this lot to shops and services help to reduce pressure on other parking areas, and provide a significant benefit to our local merchants and residents.

Massachusetts General Laws Chapter 30B, Section 16(e)(2) provides that the City may enter a lease for real property – including a parking lot – without issuing an RFP (advertisements or solicitation for bids) if the "governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed." This written determination must be published in the Central Register not less than 30 days before the City executes a binding agreement.

Given the above, and in light of these requirements, enclosed for your consideration is a proposed order declaring that, due to the unique qualities and location of the parking lot in question, the City will not benefit from advertising for the lease of such real property and this transaction may be considered a unique acquisition under M.G.L. c. 30B.

Please note that this particular order is solely for the purpose of meeting the requirements of M.G.L. Ch. 30B, Section 16(e)(2). An Order for approval by City Council of the actual lease for this location has been filed separately.

Thank you for your timely consideration of this request.



CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Approval of Lease Agreement Renewal with the Archdiocese of Boston
Date: June 5, 2023

As the Honorable City Council may be aware, the City of Melrose currently leases 53 parking spaces in the St. Mary's Parish Parking Lot located at 46 Myrtle Street in Melrose MA. This lease is set to expire on June 30, 2023.

This parking lot lease has served the needs of the City of Melrose since 2017 by allowing for 53 additional parking spaces near the downtown area to be used as a public and municipal parking lot. As you know, parking is in high demand in downtown Melrose. These additional spaces and the location and proximity of this lot to shops and services help to reduce pressure on other parking areas, and provide a significant benefit to our local merchants and residents.

I am respectfully offering my full support for the proposed renewal of the lease agreement between the City of Melrose and the Archdiocese of Boston for use of the lot their property near St. Mary's Church. This lease agreement will continue to provide a significant benefit to the City of Melrose by continuing the availability of this lot for public use.

Thank you for your prompt consideration of this order.

Attachment: Memo to Council St. Mary's Parking Lot Lease (ORDER-2023-96 : Approval of Lease Agreement for St. Mary's Parking Lot)

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into as of _____, 2023, by and between **Roman Catholic Archbishop of Boston, a Corporation Sole**, ("Landlord") with its principal office located at 66 Brooks Drive, Braintree, Massachusetts 02184-3439, acting on behalf of St. Mary of the Annunciation Parish, Boston, Massachusetts ("Parish"), and the **CITY OF MELROSE**, ("Tenant") with its usual place of business located at 562 Main Street, Melrose, Massachusetts 02176.

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

SECTION 1: REFERENCE DATA & DEFINITIONS: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1:

- 1.1 Landlord. Roman Catholic Archbishop of Boston, a Corporation Sole
- 1.2 Landlord's Address. 66 Brooks Drive
Braintree, Massachusetts 02184-3439
Attention: Chancellor's Office
- 1.3 Tenant. City of Melrose
- 1.4 Tenant's Address. 562 Main Street
Melrose, Massachusetts 02176
Attention: Office of the Mayor
Telephone: (781) 979-4440
- 1.5 Premises. Approximately 53 parking spaces in the St. Mary's Parish Parking Lot located at 46 Myrtle Street, Melrose, Massachusetts all as further described in Section 2.1 hereof.
- 1.6 Commencement Date. July 1, 2023.
- 1.7 Term. As defined in Section 2.2 hereof.
- 1.8 Termination Date. June 30, 2026.
- 1.9 Lease Year. "Lease Year" means each consecutive twelve month period during the Term commencing on the Commencement Date for the first Lease Year, and commencing on the anniversary of the Commencement Date each Lease Year thereafter, and ending on the day immediately preceding the anniversary of the Commencement Date.

1.10 Annual Base Rent. “Annual Base Rent” means payments by Tenant to Landlord as follows:

Lease Year	Starting Date	Ending Date	Annual Rent (\$)	Monthly Rent (\$)
1	July 1, 2023	June 30, 2024	\$35,000.00	\$2,916.66
2	July 1, 2024	June 30, 2025	\$35,000.00	\$2,916.66
3	July 1, 2025	June 30, 2026	\$35,000.00	\$2,916.66

1.11 Rent. “Rent” means the Annual Base Rent plus all Additional Rent.

1.12 Additional Rent. “Additional Rent” means those additional amounts payable to Landlord as provided throughout this Lease.

1.13 Rent Payment Date. As defined in Section 3.1 hereof.

1.14 Permitted Uses. “Permitted Uses” means use of the Premises as more fully described in Section 7 hereof.

SECTION 2: PREMISES & TERM.

2.1 Premises.

(a) Lease Premises. Subject to the provisions of this Lease and all matters of public record, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, consisting of approximately 53 designated parking spaces in the St. Mary’s Parish Parking Lot located at 46 Myrtle Street, Melrose, Massachusetts as depicted on Exhibit A attached herewith.

(b) Condition of Premises. Tenant acknowledges that it has inspected the Premises and agrees to accept the Premises "AS IS." Tenant agrees that Landlord has no obligation to perform any work whatsoever to prepare the Premises for Tenant’s use under this Lease.

2.2 Term. The term of this Lease (the “Term”) shall be the period commencing on the Commencement Date and ending on the Termination Date, unless sooner terminated in accordance with the provisions of this Lease.

SECTION 3: RENT, INSURANCE, REAL ESTATE TAXES AND OTHER CHARGES; PAYMENT.

3.1 Rent. Commencing on the Commencement Date, Tenant shall pay Rent without any offset or reduction (except as made in accordance with the express provisions of this Lease) in advance on the first day of each and every calendar month during the Term of this Lease in an amount equal to one-twelfth of the Annual Base Rent plus any unpaid Additional Rent then due and payable; provided, however, that if the Commencement Date falls on a day other than the first day of a calendar month, (i) Tenant’s first Rent payment will be made on the

Commencement Date and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable and (ii) Tenant's Rent payment for the final calendar month of the Term will be made on first day of the last calendar month during the Term and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable Each date on which Rent is payable hereunder is referred to as a "Rent Payment Date."

3.2 Insurance, Real Estate Taxes & Other Charges.

(a) Tenant Insurance. Tenant shall, at Tenant's expense and at no expense to Landlord, procure and maintain, in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, (1) policies of comprehensive general liability insurance and casualty/property insurance (including broad form contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and independent contractor's hazard and completed operations liability) with initial limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate (combined single limit) for property damage, bodily injury or death or such greater amounts as Landlord in its reasonable discretion shall from time to time request, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds; and (2) medical payment insurance with limits of \$5,000.00 each person and \$10,000 per occurrence, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds. Tenant may satisfy such insurance requirements by including the Premises in a so-called "blanket" and/or "umbrella" insurance policy, provided that the amount of coverage allocated to the Premises is pursuant to a "per location" endorsement and shall otherwise fulfill the requirements set forth herein. The policies of insurance required to be maintained by Tenant hereunder shall be issued by companies domiciled in the United States and qualified and licensed to conduct business in The Commonwealth of Massachusetts and shall be rated A+ or better in the most current issue of Best's Key Rating Guide (or any successor thereto). At all times during the Term, such insurance shall be maintained, and Tenant shall cause a current and valid certificate of such policies to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof.

Such policies shall cover the use and occupation of the Premises and all operations and activities conducted at, on or from the Premises by Tenant, its agents, employees, servants or invitees. Tenant's insurance shall be primary to, and not contributory with any insurance carried by Landlord, whose insurance shall be considered excess only. Each such policy shall provide that it must not be canceled and that its limits must not be reduced without at least thirty (30) days' prior written notice to Landlord and its designees, and that the interests of Landlord and its designees thereunder or therein will not be affected by any breach by Tenant of any policy provision. Evidence of these policies, in the form of insurance certificates reasonably satisfactory to Landlord, must be submitted to Landlord no later than the earlier of thirty (30) days prior to the Commencement Date and thirty (30) days the commencement of any Improvements by Tenant in or about the Premises. Tenant shall, if requested, submit the actual policies of insurance to Landlord within ten (10) days of a request therefor in writing. Tenant shall also submit to Landlord renewal certificates of any expiring policy hereunder within ten (10) days of expiration thereof. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof.

Landlord shall have the right from time to time to increase such minimum limits set forth herein upon reasonable notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like property in the greater Boston area.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Premises or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by Landlord and Tenant, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents, employees, licensees, or invitees. Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto. This waiver shall be ineffective against any insurer of Landlord or Tenant to the extent that such waiver is prohibited by the laws and insurance regulations of The Commonwealth of Massachusetts. The parties hereto agree that any and all such insurance policies required to be carried by either party shall be endorsed with a subrogation clause, substantially as follows: *"This insurance shall not be invalidated should the insured waive, in writing prior to a loss, any and all right of recovery against any party for loss occurring to the Premises described therein,"* and shall provide that such party's insurer waives any right of recovery against the other party in connection with any such loss or damage.

(c) Tenant's Risk. Tenant agrees to use and occupy the Premises and to use such other portions of the property owned by Landlord as Tenant is herein given the right to use at Tenant's own risk and Tenant assumes liability for any and all injury, loss or damage to any person or property on the Premises or other such property, whether covered by insurance or not. Landlord shall not be liable to Tenant, its employees, agents, invitees or contractors for any

damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, Improvements to any portion of the Premises or other property owned by the Landlord, any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, the actions of any other tenants of the Premises or of any other person or persons, or any leakage in any part or portion of the Premises, or from water, rain or snow that may leak into, or flow from any part of the Premises, or from drains, pipes in or near the Premises, unless due to the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant, and neither Landlord nor Landlord's insurers shall in any manner be held responsible therefor. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the other property owned by the Landlord or otherwise. The provisions of this Section 3.2(c) shall be applicable from and after the execution of this Lease and until the end of the Term of this Lease, and during any additional period as Tenant may use or be in occupancy of any part of the Premises.

(d) Tenant's Other Liability. Tenant further covenants and agrees to restore, repair and replace any fixtures or equipment of Landlord on the Premises which may be lost, damaged or destroyed during the Term of this Lease, except to the extent of Landlord's negligence.

(e) Taxes, Levies and Charges. Real estate taxes and all other government levies and charges, general and special, foreseen and unforeseen, assessed against or levied on the Premises or any betterments and attributable in whole or in part to the Term of the Lease with respect to the Premises, to the extent there are any, shall be imputed to the Tenant. Landlord shall present to Tenant copies of the statements for such real estate taxes and all other government levies and charges promptly after they are received. Tenant shall pay to Landlord, as Additional Rent, an amount equal to the full amount due under such statements on the Rent Payment Date next preceding the date on which such amount is due and payable in accordance with such statements. If Tenant desires to have proceedings instituted for an abatement of any real estate taxes or other such levies or charges upon the Premises and so requests in writing, Landlord may but is not obligated to institute such proceedings, provided, however, in any event, that all costs of such proceeding shall be borne by Tenant. If any abatement is received in accordance with the provisions of this Section 3.2(e), the proceeds thereof, to the extent they represent payments actually made by Tenant to Landlord in accordance with this Section 3.2(e), shall be distributed to Tenant. All remaining proceeds shall be paid to Landlord. Nothing herein shall prevent Landlord, on its own volition, from applying for an abatement of said real estate taxes, levies or charges.

SECTION 4: PAYMENTS

4.1 Payments Accepted. All payments of Annual Base Rent and Additional Rent shall be made to St. Mary of the Annunciation Parish by check or to such other person as

Landlord may from time to time designate in writing.

4.2 Account Information. As indicated above, all payments hereunder shall be made by check payable to the Parish and sent in care of the pastor at the notice address for the Parish provided in Section 14.1 hereof.

4.3 Late Payments and Fees. If Tenant pays any installment of Annual Base Rent or Additional Rent more than ten (10) calendar days after the due date, then Tenant shall pay to Landlord as Additional Rent a late payment charge of two and one-half percent (2.5%) of such overdue amount, which will be due and payable on the next succeeding Rent Payment Date.

4.4 Default Interest. Any Annual Base Rent, Additional Rent or any other amounts due and payable under this Lease that have not been paid within thirty (30) calendar days of the due date thereof will bear interest from the original due date until paid in full at an annual rate equal to the prime rate then in effect as announced from time to time in the *Wall Street Journal*, or if the *Wall Street Journal* shall no longer exist any comparable financial publication, plus three percent (3%) (the "Default Rate"), which will be due and payable as Additional Rent. Such amounts will accrue on a daily basis.

SECTION 5: SECURITY DEPOSIT.

[This Section intentionally deleted]

SECTION 6: UTILITIES; CERTAIN OTHER CHARGES.

[This Section intentionally deleted]

SECTION 7: PERMITTED USES

7.1 Operations. Tenant shall use the Premises solely for the purposes of public and municipal parking and in accordance with the terms and conditions of Section 11.4 of this Lease (the "Permitted Uses"). Tenant shall not use the Premises in any other manner. Tenant shall not use the Premises for any other purposes or in any way which could reasonably be considered to cause discomfort or annoyance to Landlord. It is expressly agreed and understood by and between Landlord and Tenant that only Tenant has the use, as set forth in this Lease, of the Premises leased hereunder for the purposes and uses herein stated.

7.2 Cancellation. Notwithstanding anything in this Lease to the contrary, it is understood and agreed by Landlord and Tenant that the Landlord has the right to cancel this Lease in its sole discretion upon giving thirty (30) days notice to Tenant. Upon receipt of said notice Tenant agrees to vacate the Premises on or before thirty (30) days from the date of the notice.

SECTION 8: IMPROVEMENTS

8.1 During the Term of this Lease, neither Landlord nor Tenant is obliged by this Lease to make any repairs, replacements, modifications, improvements, alterations or

additions of any nature (“Improvements”), other than those specifically provided in this Lease.

8.2 Tenant shall make all essential repairs to the Premises necessitated by Tenant’s occupancy and shall keep the Premises in good repair, excepting only ordinary wear and tear.

8.3 Except with respect to necessary repairs for which Tenant is obligated to perform under Section 8.2, Tenant shall make no Improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in its sole discretion. All such Improvements will be made solely at Tenant’s cost and expense (which Tenant agrees to pay promptly when due) and must be performed in accordance with plans and specifications approved in writing by Landlord, in its sole discretion, prior to being commenced. All such Improvements will be performed in such manner, and by such persons as will not cause any damage to the Premises. Except as otherwise expressly set forth herein, such work will be performed by general contractors first approved by Landlord, which approval will not unreasonably be withheld or delayed. Tenant shall secure and pay for all licenses and permits necessary for any of the foregoing Improvements. Before any such work is started, Tenant shall deliver to Landlord a statement of the names of all its contractors (as approved by Landlord) and the estimated cost of all labor and material to be furnished by them. Tenant shall cause each contractor to carry (i) workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than a combined single limit of \$1,000,000 (all such insurance insuring Landlord and Tenant as well as the contractors), and, upon request by Landlord, to deliver to Landlord certificates of all such insurance. Landlord may, at its discretion and at the request of Tenant and at Tenant’s sole cost and expense, make such Improvements requested by Tenant. All costs associated with such Improvements shall be billed to Tenant and shall constitute Additional Rent.

8.4 If any Improvements are consented to as provided in Section 8.3, Tenant shall, if Landlord notifies Tenant in writing at the time Landlord approves of an Improvement, at the end of the Term remove the same and restore the Premises to the condition and state of construction and arrangement in which they were at prior to the installation thereof, ordinary wear and tear, damage by fire and casualty only excepted (other than to the extent that such casualty is caused by Tenant, its agents, servants, employees and invitees). Landlord may, at its discretion, waive this requirement in writing upon written request from Tenant.

SECTION 9: LANDLORD'S COVENANTS DURING THE TERM

9.1 Quiet Enjoyment. Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold, and enjoy the full possession and the use of the Premises throughout the Term. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

SECTION 10: INTERRUPTIONS

10.1 Landlord will not have any liability for, nor will there be any reduction in Rent on account of (a) any power losses, shortages, or any other interruption in the provision of any utilities not caused by Landlord's negligence, (b) Landlord's entering the Premises for any of the purposes authorized in this Lease, or (c) repairing the Premises or any part thereof to the extent permitted in this Lease. In case Landlord is prevented or delayed from making any Improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in this Section 10 or in Section 12, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof.

10.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use its commercially reasonable efforts and all reasonable diligence to avoid unnecessary inconvenience to Tenant by reason thereof.

10.3 Notwithstanding the foregoing, if as a result of negligence of Landlord, the Premises are rendered untenable to such an extent that Tenant is unable to, and does not actually, occupy and use the Premises or a portion thereof for the operation of its business, and if such problem continues for a period in excess of two (2) consecutive business days, Tenant, as its sole remedy, will be entitled to an abatement for Rent to the extent such Rent is attributable to both the portion of the Premises rendered unfit for use and the period for which it is unfit.

SECTION 11: TENANT'S COVENANTS DURING THE TERM.

Without limiting any other covenant of Tenant under this Lease, Tenant covenants, during the Term and such further time as Tenant occupies any part of the Premises:

11.1 Tenant's Payments. To pay when due (a) all Rent; (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all other payments required to be made by Tenant under this Lease.

11.2 Yielding Up. At the expiration or termination of this Lease, to peaceably yield up the Premises, and all alterations and additions therein, in good order, repair and condition, reasonable wear and tear, casualty and condemnation only excepted. Prior to yielding up the Premises, Tenant shall remove all goods and effects of Tenant and all of Tenant's Trade Fixtures and any Improvements specified pursuant to Section 8.1 and shall repair all damage caused by such removal and shall leave the Premises in broom clean condition.

11.3 Occupancy and Use.

(a) To use and occupy the Premises only for the Permitted Uses;

(b) not to injure or deface the Premises;

(c) not to use or permit any use of the Premises which will (i) make voidable the insurance covering the Premise, or (ii) increase the premiums for any insurance on the Premises (Tenant hereby agreeing that if such premiums are increased due to Tenant's use of the Premises, Tenant shall reimburse Landlord for the costs of all such increased insurance premiums and all such amounts will constitute Additional Rent and will accrue immediately) or (iii) require any alteration or addition to the Premises;

(d) not to dump, flush, or in any way introduce any hazardous substance or any other toxic substances into the septic, sewage, or other waste disposal system serving the Premises; not to generate, store or dispose of hazardous substances in or on the Premises without first submitting to Landlord a list of all such hazardous substances and all permits required therefor and thereafter providing to Landlord on an annual basis Tenant's certification that all such permits have been renewed with copies of such renewed permits) or dispose of hazardous substances from the Premises to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended 42 U.S.C. § 6901 et seq., the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, as amended, and all other applicable laws, ordinances, and regulations;

(e) If the transportation, storage, use or disposal of hazardous substances anywhere on the Premises in connection with Tenant's use of the Premises results in (i) contamination of the soil or surface or ground water or (ii) loss or damage to person(s) or property, then Tenant agrees (1) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (2) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend, and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage, Tenant hereby agreeing that this provision shall survive the termination of this Lease and that no consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment, or other compliance with applicable law for and with respect to the foregoing and that it is the specific intent and purpose hereof to ensure that Tenant takes no actions on or at the Premises that would result in either the Premises or Tenant's activities therein failing to comply with any applicable governmental orders or regulations. ("hazardous substances" shall have the meaning as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 and regulations adopted pursuant to said Act);

(f) to notify Landlord of any incident which would require filing of a notice under applicable federal, state, or local law; and

(g) without limiting its obligations pursuant to Sections 7 or 8,

(i) to conduct its operations under this Lease in strict compliance with, and not to permit any use or activity contrary to, the laws of the United States (including, without limitation, Title III of the Americans with Disabilities Act if applicable to Tenant's use of the Premises), the laws of The Commonwealth of Massachusetts and the ordinances, standards, rules, and requirements, if any, established by the City of Melrose or any other state or municipal agency having jurisdiction; (ii) to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises and not to be contrary to any codes or standards from time to time established by the National Fire Protection Association (or any successor organization), (iii) to make, at its sole cost and expense, all Improvements to the Premises required by such codes, regulations, ordinances, or laws as a result of Tenant's use of the Premises, and to keep the Premises equipped with all safety appliances so required (Landlord may, if it so elects, make any of the Improvements referred to in this section that affect the Building structure or the Building systems, and Tenant shall reimburse Landlord for the cost thereof on demand, such amounts constituting Additional Rent); at Tenant's sole cost and expense, to procure and pay for all licenses, certificates, and permits necessary for the conduct of its operations hereunder and its occupancy of the Premises (including, without limitation, payment for any Improvements of any nature which are necessary in order to obtain and maintain all such licenses, certificates, and permits);

11.4 To:

- (a) maintain the Premises in a clean, orderly and sanitary condition; and
- (b) keep Tenant's designated parking spaces and access to and from the Premises free and clear of ice and snow.

11.5 To not:

- (a) permit accumulations of garbage, trash, rubbish or other refuse within or without the Premises;
- (b) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Premises.

11.6 Rules and Regulations. To comply with rules and regulations, as may be reasonably promulgated in good faith and in writing from time to time by Landlord, for the care and use of the Premises and their facilities and approaches and provided such rules and regulations do not unreasonably interfere with the Tenant's use and enjoyment of the Premises or impose any unreasonable additional costs on Tenant and are not applied or enforced in a discriminatory manner.

11.7 Landlord's Right of Entry. To permit Landlord and Landlord's agents, contractors, and employees entry: (a) upon reasonable notice (except no notice is required in the event of any emergency), and at reasonable times, to make repairs, alternations or substitutions for the protection and maintenance of the Premises or any part thereof; (ii) to examine the

Premises upon reasonable notice (except no notice is required in the event of any emergency), at reasonable times in the company of a Tenant representative; (iii) upon not less than five (5) calendar days' prior notice, to remove, at Tenant's expense, any Improvements, signs, shades, awnings, aerials, flagpoles, or the like required to be approved by and not approved by Landlord; and (iv) to show the Premises to prospective tenants during the six (6) months preceding the expiration of the Term and to any prospective mortgagees at all reasonable times upon written notice to Tenant.

11.8 Tenant's Property. All the furnishings, fixtures, furniture, equipment, inventory, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which may be on the Premises during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, as well as all property that may be brought to the Premises by Tenant ("Tenant's Property"), will remain the personal property of Tenant or such other person and will be at the sole risk and hazard of Tenant, and if the whole or any part thereof is destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Landlord in any case whatsoever unless and to the extent, subject to the provisions of Section 14.19 hereof, due to the gross negligence of Landlord, its employees, agents, contractors or other representatives.

11.9 Security. To provide, at all times and under all circumstances during the Term of this Lease, adequate security to the Premises and its own personnel.

11.10 Labor or Materials Liens. To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, unless Tenant is disputing such items in good faith; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and to discharge or bond off any such liens which may so attach within thirty (30) calendar days of notice of the same.

11.11 Holdover. To vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the expiration or termination of the Term without Landlord's express prior written consent, Tenant shall pay Landlord Annual Base Rent at double the monthly rate specified in Section 3.1 for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section 11.11 do not exclude or be deemed to constitute a waiver of Landlord's rights of re-entry or any other right hereunder, including, without limitation, the right to refuse double the monthly Annual Base Rent and instead to remove Tenant through summary proceedings for holding over beyond the expiration of the Term of this Lease. Such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only.

11.12 Signs. Not to erect any signs visible from the exterior of the Building, excepting the existing sign(s) which have already been approved by Landlord, or in any way alter the exterior of the Premises without Landlord's prior written consent. Tenant agrees to

remove signage on religious holidays and during summer months when Tenant's school is not in operation.

11.13 No Transfers. Not to assign, sublet, underlet, mortgage, pledge or encumber all or any part of the Lease or any of Tenant's rights or obligations hereunder.

11.14 Indemnity.

(a) Except to the extent arising from the gross negligence or willful misconduct of Landlord or its agents or employees, to defend, with counsel approved by Landlord, all actions against Landlord, any trustee, manager, member, beneficiary, agent, employee, representative or any other affiliate of Landlord (collectively, "Indemnified Parties"), and to pay, protect, indemnify and save harmless all Indemnified Parties from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature owed to or asserted by any third party arising from or related to (a) injury to or death of any person, or damage to or loss of property, occurring in or on the Premises or connected with the use, condition, or occupancy of any thereof, unless caused by the negligence of Landlord or its servants or agents; (b) violation of any of the provisions of this Lease by Tenant; (c) any act, fault, omission, or other misconduct of Tenant or its agents, employees, representatives, contractors, licensees, invitees, assignees or sublessees; (d) any violation of any federal, state, or local statute, ordinance, or bylaw, including, without limiting the generality of the foregoing, any violation of Title III of the Americans with Disabilities Act arising from or related to this Lease; (e) any charges assessed under state, local, and federal statutes and ordinances governing the use, occupancy, or both, of the Premises; or (f) Tenant's use and occupancy of the Premises.

(b) To indemnify Landlord for all costs and expenses incurred in connection with the reasonable enforcement of the terms and provisions of this Lease.

This Section 11.14 will survive expiration or earlier termination of this Lease.

SECTION 12: DAMAGE; DESTRUCTION; CONDEMNATION

12.1 Fire or other casualty.

(a) Subject to the provisions of Section 12.1(b) hereof, in the event during the Term hereof any portion of the Premises shall be partially damaged (as distinguished from "Substantially Damaged" as such term is hereinafter defined) by fire, explosion, casualty or any other occurrence covered or as may be required to be covered by Landlord's insurance as herein provided; Landlord shall forthwith proceed to repair such damage and restore the Premises (or provide, if possible, alternative parking spaces) but exclusive of Tenant's Property and leasehold improvements installed by Tenant, to substantially its condition at the time of such fire, explosion, casualty or occurrence. Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

(b) In the event of a casualty which renders the Premises

unfit for use or occupancy by Tenant, then Landlord will make a determination in its reasonable judgment as to whether or not Landlord, using its commercially reasonable efforts, and proceeding diligently, can repair or restore the Premises (exclusive of Tenant's Property and leasehold improvements installed by Tenant) to their condition prior to said casualty within a period of ninety (90) days from the date of such casualty. Within thirty (30) days of any such casualty, Landlord shall provide Tenant notice of its intent to repair or restore the Premises to their condition prior to such casualty within such 90-day period. If, however, Landlord, exercising its reasonable judgment, determines that said repair or restoration cannot be completed within a period of ninety (90) days from the date of such casualty (in which case the Premises shall be deemed to be "Substantially Damaged"), then either Landlord or Tenant, upon ten (10) calendar days' prior notice, may terminate this Lease without further obligation on either party's part, except for the return of any pre-paid Rent, pro-rated to the time of the casualty. If this Lease is not terminated pursuant to the terms of this Section 12.1(b), then Landlord shall perform such repairs set forth in Section 12.1(c) hereof and Tenant shall perform such repairs as set forth in Section 12.1(d) hereof and the Term shall continue without interruption and this Lease shall remain in full force and effect, except as otherwise expressly provided herein.

(c) If this Lease is not terminated pursuant to the terms of Section 12.1(b) hereof and if Tenant is not then in default of any of its obligations under this Lease beyond any applicable notice and cure period provided for herein, Landlord shall, provided there are insurance proceeds available for restoration, reconstruct the Premises using such insurance proceeds only (it being understood by Tenant that Landlord shall not be responsible for any reconstruction of leasehold improvements constructed by Tenant, which reconstruction is the sole responsibility of Tenant) to substantially its condition at the time of such damage, but Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control. In the event the repairs and restoration are not completed within said period of ninety (90) days from the date of such casualty, then, at any time thereafter, Tenant may terminate the Lease at its sole election.

(d) If this Lease is not terminated as provided in Section 12.1(b) hereof, Tenant shall, at its own cost and expense, repair and restore leasehold improvements constructed by Tenant in the Premises in accordance with the provisions of this Section 12, including, but not limited to, the repairing or replacement of its merchandise, Trade Fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction. Tenant agrees to commence the performance of its work when notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced and Tenant shall complete such work as promptly thereafter as is practicable, but in no even more than ninety (90) days thereafter except for causes beyond the Tenant's reasonable control, including governmental permitting.

(e) All proceeds payable from Landlord's insurance policies with respect to the Premises shall belong to and shall be payable to Landlord. If this Lease is not terminated as provided in Section 12.1(b) hereof, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Landlord of restoration and reconstruction of the Premises referred to in Section 12.1(c) hereof, subject to the rights of any holder of any mortgage liens against the Premises.

(f) In the event that the provisions of Section 12.1(a) or Section 12.1(b) shall become applicable, the Annual Base Rent and Additional Rent will be abated or reduced proportionately during any period in which Tenant may be required to discontinue in whole or in part its business on the Premises, and such abatement or reduction will continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of restoration or reconstruction as Landlord is obligated to do hereunder (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant and the prompt completion of any required Tenant leasehold improvements).

12.2 Eminent Domain.

(a) If after the execution and before termination of this Lease, access to the Premises shall be materially reduced as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, or more than ten percent (10%) of the Premises is so taken or conveyed or such lesser amount, if such taking or conveyance otherwise materially interferes with the Tenant's use and enjoyment of the Premises, then, at the election of Tenant, the Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that date, with a pro-rata refund by Landlord of such Rent as will have been paid in advance for a period subsequent to the date of the taking of possession.

(b) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is not materially reduced or if less than ten percent (10%) of the Premises is taken or conveyed, or if such taking does not otherwise materially interfere with Tenant's use and enjoyment of the Premises, then, at the election of Tenant, this Lease will terminate only as respects the portions so taken or conveyed, as of the day possession is taken, and Tenant shall pay Rent up to that day, with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, and thereafter the Annual Base Rent will be equitably adjusted. Pending agreement of such Rent adjustment, Tenant agrees to pay to Landlord the Annual Base Rent in effect immediately prior to the taking by eminent domain, reduced pro-rata by the square footage taken. Landlord shall, at its expense, make all necessary repairs or alterations so as to reconstitute the remaining portion of the Premises a complete architectural unit and in substantially the same conditions as prior to the taking.

(c) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is materially reduced or more than ten percent (10%) of the Premises is taken or conveyed (or if Tenant otherwise has the right to terminate this Lease pursuant to Section 12.2(a)) and Tenant has not elected to terminate, the Term will cease only as respects the part so taken or conveyed, from the day possession is taken, and Tenant shall pay Rent to that date with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, but Landlord will have the right to terminate this Lease upon notice to Tenant in writing within thirty (30) calendar days after such taking of possession. If Landlord does not elect to terminate the Lease, all of the terms herein provided

shall continue in effect except that the Annual Base Rent and Additional Rent will be equitably adjusted, and Landlord shall make all necessary repairs or alterations so as to constitute the remaining portion of the Premises a complete architectural unit and in substantially the same condition as prior to the taking.

(d) All compensation awarded for any such taking or conveyance, whether for the whole or a part of the Premises, except as expressly provided below, will be awarded to Landlord. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation except as provided below. Notwithstanding any of the foregoing, the Tenant will be entitled to seek a separate award for Tenant's leasehold improvements, leasehold interest, Trade Fixtures, relocation expenses and any other claim permitted by law. In the event of any taking of the Premises or any part thereof for temporary use, this Lease will be and remain unaffected thereby and Annual Base Rent and Additional Rent will be equitably adjusted.

SECTION 13: DEFAULT

13.1 Events of Default. If any default in the payment of Annual Base Rent, Additional Rent or any other monetary obligation due to Landlord by Tenant (a "Monetary Default") is not cured within fourteen (14) calendar days of written notice of such Monetary Default from Landlord to Tenant, *provided, however*, Landlord shall not be required to give more than two (2) such written notices during any twelve (12) month period, in which case Landlord may exercise its remedies under this Section 13 immediately upon any such Monetary Default; or if any other default under the terms hereof continues for more than thirty (30) calendar days following written notice thereof from Landlord to Tenant plus such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it can be cured but cannot reasonably be cured in thirty (30) calendar days and Tenant is diligently and continuously endeavoring to cure such default; or if Tenant files a petition under any chapter of the U.S. Bankruptcy Code, 11 U.S.C. 101 et seq., as it may be amended, or if any such petition is filed against Tenant and is not dismissed within ninety (90) calendar days; or if Tenant commences any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for benefit of creditors; or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property of Tenant and such appointment as ordered is not dismissed within ninety (90) calendar days; or if the leasehold hereby created is taken on execution or other process of law in any action against Tenant; then, and in any such case, Landlord and the agents and servants of Landlord may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice, at Landlord's election, do any one or more of the following: (1) give Tenant written notice stating that the Lease is terminated, effective fourteen (14) calendar days after the giving of such notice or upon a date stated in such notice, as Landlord may elect, in which event the Lease shall be irrevocably terminated as stated in such notice without any further action, or (2) with an execution for possession issued by a court of competent jurisdiction, enter and repossess the Premises as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant, and remove its and their effects, without being guilty of trespass, in which event the Lease shall be irrevocably terminated at the time of such entry, or (3) pursue any other rights or remedies permitted by law. Any such termination of the Lease will be without prejudice to any

remedies which might otherwise be used for arrears of Rent or prior breach of covenant, and, in the event of such termination, Tenant shall remain liable under this Lease as hereinafter provided. In any such event, Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, after not less than thirty (30) calendar days' written notice without Tenant's having removed its property from the Premises, may sell such effects at public auction or private sale and apply the net proceeds thereof to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

13.2 Tenant's Obligations after Termination. In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total Rent reserved for the residue of the Term over the fair market rental value of the Premises for the residue of the Term. In calculating the Rent reserved there shall be included, in addition to the Annual Base Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant during the residue of the Term. As additional and cumulative obligations after any such termination, Tenant shall also pay punctually to Landlord all the sums and shall perform all the obligations that Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this Section 13.2 and also with the net proceeds of any Rent obtained by Landlord by re-letting the Premises, after deducting all Landlord's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof for a term or terms that may, at Landlord's option, be equal to or less than or exceed the period that would otherwise have constituted the balance of the Term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs, and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

13.3 Nothing contained in this Lease will limit or prejudice the right of Landlord to prove and obtain, in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to above.

13.4 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying Landlord's defaulted obligation.

SECTION 14: MISCELLANEOUS

14.1 Notices from One Party to the Other. All notices required or permitted hereunder must be addressed to the respective addresses of Landlord and Tenant indicated in Section 1 hereof and must be sent by certified or registered mail, return receipt requested or by a national overnight carrier, with copies in each instance as follows:

With respect to Landlord:

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: Chancellor

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: General Counsel

With a copy to:

St. Mary of the Annunciation Parish
46 Myrtle Street
Melrose, Massachusetts 02176
Attn: Pastor/Administrator

With respect to Tenant:

City of Melrose
562 Main Street
Melrose, Massachusetts 02176
Attn: Office of the Mayor

All notices will be deemed received on the day immediately following the day on which such notice is deposited with the U.S. Postal Service or national overnight carrier, as applicable.

14.2 Bind and Inure. This Lease is binding upon and inures to the benefit of the parties hereto and their respective authorized successors and assigns, except that Landlord named herein and each successive owner of the Premises will be liable only for the obligations accruing during the period of its ownership. No officer, trustee, manager, member, beneficiary, employee or any other affiliate of Landlord will be personally liable or subject to levy, execution or other enforcement procedure against their personal assets for the satisfaction of the remedies of Tenant against Landlord. The reference herein to authorized successors and assigns of Tenant is not intended to constitute consent to assignment from Landlord to Tenant, but has reference only to

those instances in which Landlord may later give consent to a particular assignment as permitted by the provisions of this Lease.

14.3 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section 11.6 hereof, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Annual Base Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty will be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

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

14.5 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord may seek injunctive relief regarding any attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any of its obligations (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

14.6 Landlord's Right to Cure. If Tenant defaults at any time in the performance of any obligation under this Lease beyond the applicable notice and grace period or cure period, if any, then, if Tenant has failed to cure or to have commenced to cure such default within five (5) calendar days following an additional written notice to Tenant (but in cases of emergency, no notice will be required), Landlord will have the right, but not the obligation, to enter upon the Premises, if necessary, and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Default Rate and all necessary and reasonable incidental costs and expenses in connection with the performance of any such act by Landlord) shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its

obligations under this Lease.

14.7 Estoppel Certificate. Tenant agrees, from time to time, upon not less than thirty (30) calendar days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Base Rent and Additional Rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been modifications, or if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Base Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 14.7 shall be in a form reasonably acceptable to and may be relied upon by a prospective purchaser or mortgagee of the Premises or any prospective assignee of any such mortgagee.

14.8 Acts of God. In any case where either party hereto is required to do any act and delays are caused by or result from causes beyond such party's reasonable control, these delays will not be counted in determining the time during which the work or cure must be completed, whether such time be designated by a fixed date, fixed time or a "reasonable time" and such time will be deemed to be extended by the period of such delay.

14.9 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant will be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy has been delivered to each of them.

14.10 Service of Process; Jury Trial Waiver.

(a) TENANT AND LANDLORD EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS LEASE OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS LEASE OR ANY AGREEMENT OR TRANSACTION RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. TENANT AND LANDLORD EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT TENANT OR LANDLORD MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) Tenant and Landlord each hereby consents to the service of process in the manner provided for notices under this Lease.

14.11 Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances will not be affected thereby and will continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there will be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. Notwithstanding the previous sentence, it is expressly understood and agreed by Landlord and Tenant that if Section 7.2 is severed, found invalid or unenforceable for any reason, this Lease Agreement will terminate upon written notice from Landlord, such termination to become immediately effective upon Landlord giving notice thereof.

14.12 Integration. This Lease supersedes all prior oral or written agreements or understanding concerning the terms hereof and constitutes and represents the complete and final agreement between the parties hereto.

14.13 Headings. The titles of the several Sections contained herein are for convenience only and must not be considered in construing this Lease.

14.14 Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively.

14.15 Amendments. This Lease may be amended and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

14.16 Authority of Tenant. Tenant represents and warrants to Landlord (which representations and warranties shall survive the delivery of this Lease) that: (a) Tenant has the power to execute and deliver and perform its obligations under this Lease; and (b) (i) the execution, delivery, and performance by Tenant of its obligations under this Lease have been duly authorized, and will not violate the organizational documents of the Tenant or any indenture, agreement or other instrument to which it is a party or by which it is bound; and (ii) the signatory to this Lease is duly authorized to execute this Lease on the Tenant's behalf.

14.17 Authority of Landlord. Landlord represents and warrants to Tenant (which representations and warranties shall survive the delivery of this Lease) that: (a) Landlord (i) is a Corporation Sole, established and maintained as a religious corporation pursuant to Chapter 506 of the Massachusetts Acts of 1897, (ii) has the power and authority to carry on businesses now being conducted and is qualified to do business in Massachusetts, and (iii) has the power to execute and deliver and perform its obligations under this Lease; and (b) the execution, delivery and performance by Landlord of its obligations under this Lease have been duly authorized by all requisite organizational action and will not violate the organizational documents of Landlord or any indenture, agreement, or other instrument to which it is a party or by which it is bound.

14.18 Brokers. Landlord and Tenant warrant and represent that, they have not dealt with any broker or agent in connection with this transaction.

14.19 Mutual Waiver of Claims. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies will have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement will cease for such period of time as such waiver will be effective, but nothing contained in this Section will be deemed to modify or otherwise affect any releases elsewhere contained in this Lease. Notwithstanding the forgoing, each party reserves any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

14.20 Counterparts. This Lease may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement. In making proof of this Lease, it will not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Lease by facsimile or other electronic method of transmission will have the same force and effect as delivery of an original executed counterpart of this Lease.

14.21 Limitation on Damages. Neither Landlord nor Tenant will be liable to the other for any consequential damages, including, without limitation, any so-called “lost profits”. Nor shall Landlord be liable to Tenant for any reason for any losses resulting from any computer or electronics failures, including, without limitation, any losses or damages suffered in connection with a loss of data.

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

14.23 Interpretation. Unless indicated otherwise, the term “or” in this document is used in the inclusive sense.

14.24 Survival. In addition to those provisions specifically noted as surviving termination of this Lease, the following provisions will survive termination of this Lease: this Section 14.24 (Survival), Section 11.11 (Holdover), and Section 14.1 (Notices). In addition, if

the Lease is terminated because of a breach of the Lease by the non-terminating party, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as an instrument under seal and delivered as of the day and year first above written.

**ROMAN CATHOLIC ARCHBISHOP OF
BOSTON, A CORPORATION SOLE**, as Landlord

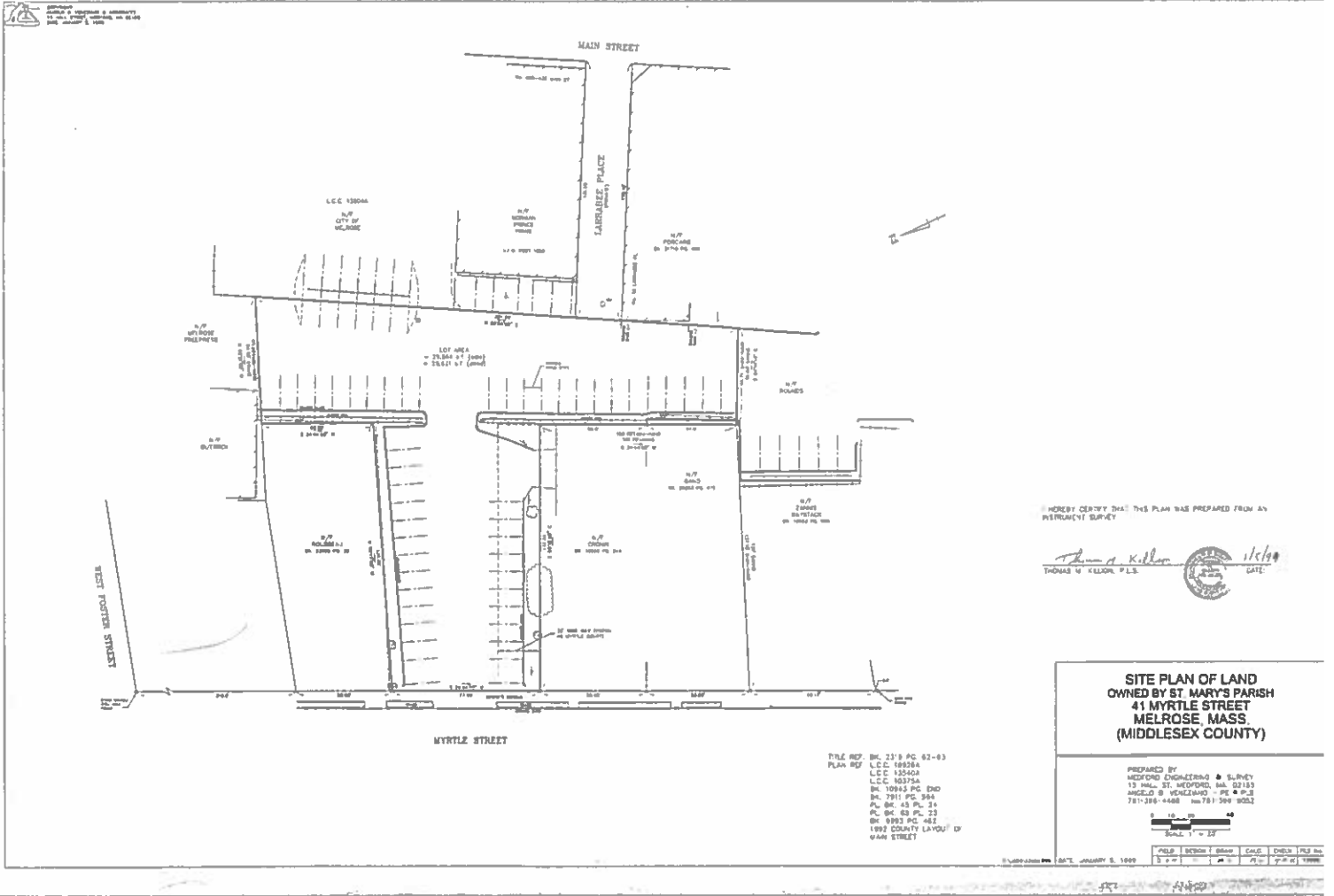
By: _____
Very Rev. William P. Joy, Asst. Clerk

CITY OF MELROSE, as Tenant

By: _____

Title: _____

Exhibit A



Attachment: Parking Lot Layout (ORDER-2023-96 : Approval of Lease Agreement for St. Mary's Parking Lot)