Solicitation for: Request for Proposals (RFP 19-08) Five (5)) Year Lease of restaurant & Function room at the Woburn Country Club City of Woburn, Massachusetts

Posted: September 10, 2018
Due: October 16, 2018
Questions by: October 1, 2018 by 12:00 NOON
To: odeluca@cityofwoburn.com

Deliver to:
City of Woburn
Purchasing Department
ATTN: Orazio DeLuca
Chief Procurement Officer
10 Common Street
Woburn, MA 01801

WOBURN GOLF & SKI AUTHORITY

REQUEST FOR PROPOSALS

LEASE OF WOBURN COUNTRY CLUB RESTAURANT AND FUNCTION ROOM

1 Country Club Road
Woburn, Massachusetts 01801

The Woburn Golf & Ski Authority ("WG&SA"), is seeking proposals for the lease of the Woburn Country Club located at 1 Country Club Road, Woburn. The purpose of this RFP is to select a qualified Proposer with experience in operating and managing a restaurant and function room.

Copies of the Request for Proposals (RFP) may be obtained during normal business hours after **September 10, 2018** in the Office of the Purchasing Agent, Orazio DeLuca, City Hall, 10 Common Street, Woburn, MA 01801. odeluca@Cityofwoburn.com or online at www.Cityofwoburn.com/departments/purchasing/bids

Proposals, in a format described herein, will be due in the Purchasing Agent's office at the WG&SA Hall not later than **October 16, 2018 @ 11:00AM**. No proposal will be considered which is received after that time for any reason.

The Pre-Bid Facility Tour is scheduled for: **September 26, 2018 @ 10:30 AM**, On-Site at the Woburn Country Club.

The WG&SA reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the WG&SA.

I. SITE DESCRIPTION AND BACKGROUND

Location and Site Information:

The leased Premises ("Premises") is located at the Woburn Country Club and is adjacent to the WG&SA's 9-hole golf course and Pro Shop. The Premises consists of a 2-story building with the ground level floor consisting of 6,248 s.f. of space which is the current location of a pub style restaurant, and a second floor function room consisting of 3,360 s.f. of space with an outside patio area (the "Premises").. The successful bidder shall have, as appurtenant to the Premises and subject to WG&SA's reasonable rules and regulations if any, the non-exclusive right to use and permit its guests, customers, invitees and employees to use in common with others, the hallways, stairways, and other common areas including the adjacent parking area. (the "Leased Premises"). The lease shall be for a five (5) year term with the option for three (3) five (5) year renewals. **The WG&SA's 9-hole golf course and Pro Shop are not included in the Premises to be leased.**

Please note that the Premises is not a "turnkey" operation. The ground floor restaurant area and second floor function room are currently improved with furnishings, fixtures and equipment that are the property of the current Lessee. The list of the furnishings, fixtures and equipment which are excluded from the leased premises, and must be provided by the successful bidder, are as follows:

First Floor Restaurant: the cash register system, the walk-in refrigerator and shelving, microwave, freezer unit, 2 reach-in refrigerators, steam table, sandwich unit, all pots and pans and utensils, ice machine, dishwasher, stainless slide, sandwich unit, all hi-top tables, chairs and bar stools; televisions, mirrors and pictures, beer coolers, glassware and glass washer; wine cooler, stainless indirect sinks (3), hutches and stand up refrigerator

Second Floor Function Room: the cash register system; stand up refrigerator and shelving; ice machine; coffee machine; all glassware; 18 round tables, 8 long tables, 2 S-tables and all function chairs; chafing dishes; tray stands; mirrors; high chairs and booster seats; foyer furniture, mirrors and pictures; fire extinguishers; all office equipment: computers and modem, printers, copiers, file and supply cabinets, desk and shelves.

II. GENERAL LEASE TERMS

The WG&SA assumes that all proponents have read and thoroughly understood all aspects of the information provided in this RFP and that each proposal will be based on this information. All other information that is in the possession of the WG&SA will be made available for the use of the selected Proposer as part of the detailed lease for this site.

The selected Lessee will enter into a lease agreement with the WG&SA for the operation and management of the Premises for an initial term of five (5) years. The WG&SA will not accept any proposal whose purpose is for any reason other than the operation and management of restaurant and function room. The successful proponent agrees to occupy the Property at the end of the current lease term.

In addition, the Lease Agreement will require the following:

1. The proposed Lessee shall, at its own expense, maintain public liability and property damage insurance covering the leased premises, insuring the Lessee and the WG&SA against any and all loss or claims arising out of Lessee's use of the premises and all operations of the Lessee, wherever located, including the parking areas and access ways, and all other facilities or areas used by the Lessee under the Lease Agreement, or from any act or omission of the Lessee, its agents, servants, employees, or permittees. The public liability insurance shall be appropriately endorsed for contractual liability under this paragraph, in an amount not less than $1,000,000 per occurrence with a general aggregate limit of not less than $2,000,000. The insurer shall be licensed to conduct business in the Commonwealth of Massachusetts. The WG&SA shall be named as an additional insured on the policy and it shall also be stated on the Insurance Certificate that this coverage is primary to other coverage the WG&SA may possess. A Certificate of Insurance naming the WG&SA as an additional insured shall be delivered to the WG&SA within seven (7) business days of Notice of Award under the RFP. Performance under the Contract will not commence until a valid Certificate of Insurance evidencing the requirements of this provision has been delivered to the WG&SA.

2. No security deposit will be required.

3. All improvements made to the Premises shall become part of the property and title thereto shall pass to the WG&SA. This provision shall not apply to the personal property of the proposed Lessee that is not permanently affixed to the property. Improvements requiring a building permit must have the prior approval of the WG&SA.

4. The WG&SA shall not be obligated to make any improvements or repairs to the Leased Premises. Any improvements thereto shall be the responsibility of the Lessee subject to review and approval by the WG&SA. All improvements and alterations shall meet the construction and design standards of the State Building Code, all other applicable laws and the Americans with Disabilities Act.

5. The proposed Lessee will be responsible for all regular and routine maintenance of the Premises, the parking areas (including snow plowing), access ways, and utilities and will keep the building and all appurtenances in good repair and capital cost replacements. The proposed Lessee will be responsible for custodial maintenance of the Premises.

6. The proposed Lessee will be responsible for the payment of all utility costs, including water and sewer. The water/sewer billing charges for the past 5 years have been estimated at $10,000-12,000.00 per year.

7. The proposed Lessee will be responsible for snow removal and sanding of the upper and lower parking lot and access walkways.

8. During the hours when alcohol is being served a responsible adult must be designated as a manager on duty. This adult and all employees must be fully trained in an approved responsible alcohol beverages service program.

9. The Lessee shall agree to indemnify and hold harmless the WG&SA against any and all claims, demands, actions, and causes of action resulting from the leasing and operation of the Leased Premises, including all cost and attorney's fees arising from the negligent or intentional acts and/or omissions of the lessee, its agents, employees, and contractors.

IV. SUBMITTAL AND CONTENT OF PROPOSALS

A. Instructions for Preparation and Submission of Proposals

DUE DATE: Tuesday, October 16, 2018 before 11:00 AM

1. Instructions:

A. Format

Two (2) copies of the proposal must be submitted on 8 ½ X 11 paper, copied 2 sided, and submitted in a loose-leaf 3 ring binder. Proposals must be contained in a marked sealed envelope or other sealed container labeled "Lease of Woburn Country Club – 1 Country Club Road". The name and address of the Proposer must be set forth in the upper left hand corner of the envelope.

Proposals are to be delivered by the above due date and time to:

Orazio DeLuca, Purchasing Agent
City Hall 10 Common Street
Woburn, MA 01801

Any proposal received after that time or any proposal that is received incomplete will not be accepted, and no exceptions will be made for any reason. The WG&SA will not be responsible for the complete or timely receipt of any proposal or portion thereof. No faxed or emailed proposals will be accepted.

Each proposal in response to this RFP must be prepared at the time, cost, and expense of the proponent, and with the express understanding that the WG&SA will not pay for the cost or expense of its preparation, subsequent negotiations or other activities prior to or following the designation of the selected Proposer.

Proposals received may not be withdrawn or amended after the aforementioned time and date for a period of sixty (60) days.

B. Questions and Inquiries

All questions about the meaning or intent of this RFP shall be directed by email only to Orazio DeLucas, Purchasing Agent at the above-listed address or to **ODeluca@Cityofwoburn.com.** All questions are due by **October 1, 2018 by 12:00 NOON.**

Any information given in writing to a prospective Proposer will be furnished to all prospective Proposers as an amendment to this RFP if such information is deemed by the WG&SA to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information. Oral and other clarifications or interpretations will be without legal effect.

2. Proposal

A. Cover Letter/Executive Summary

A signed cover letter from the Proposer, introducing the submittal and identifying the Proposer's name, address, telephone number and those of all partners or consultants who have participated in the preparation of the proposal, and containing a statement agreeing to all terms and conditions outlined in this RFP, together with a statement identifying terms and conditions about which the proponent may wish to negotiate changes or modifications.

B. Proponent's Qualifications

Proposers shall provide sufficient information so that the WG&SA may determine that they are qualified both financially and with experience and staffing to operate the ice skating rink and to meet the lease requirements. The nonprofit submitting the proposal, as a minimum, shall provide the following:

a. The names, addresses, and telephone number of the individual or company submitting the proposal.

b. A listing of all board members and officers of the company.

c. Information demonstrating that proposer has at least ten (10) years experience in operating and managing a restaurant and function room, together with any other relevant information considered useful in the evaluation of the proponent's ability to operate and manage a restaurant and function room.

d. Sufficient financial information shall be provided so that the WG&SA will be able to assess the proponent's ability to occupy the property; remit rental payments to the WG&SA and availability and commitment of financial or in-kind resources to undertake the proposal.

e. Evidence that a Responsible Alcoholic Beverage Server program is an integral part of the planned operation of the food and bar service operation. Past experience with a program of this nature, explained in detail along with evidence of any problems the proposer has had in the past in this area is an important part of any good proposal and demonstrates the proposer's familiarity with operating a well-run establishment. The WG&SA desires to have an efficiently run restaurant, which requires the prudent administration of alcoholic beverage services.

f. Any other information which will reasonably serve to elucidate the proposal or to illustrate the qualifications of the bidder.

C. Completed Attachments

In addition to the documents requested in Section 2 above, the proposal must include fully completed documents listed in this RFP under the heading titled, "Attachments".

D. Other Conditions

Any identified exceptions to the requirements contained in this RFP shall be addressed in the proposal. The WG&SA will assume that any provision of this Request not so identified will be acceptable to the proponent.

The WG&SA makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of the FP including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations. The WG&SA reserves the right to seek additional information or revised proposals from respondents at any time prior to selection of Proposer through written notice to all respondents.

The Proposer agrees to lease the property "AS IS" and agrees to be solely responsible for obtaining any and all permits, approvals, waivers, releases or any other requirements to occupy the property as proposed in this RFP.

The Proposer shall not assign, transfer, sublet, convey or otherwise dispose of any lease

which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the WG&SA. Said consent to be entirely at WG&SA's sole discretion. Should the Proposer attempt any of the above without written consent of the WG&SA, the WG&SA reserves the right to declare the Proposer in default and terminate the contract for cause.

All contract amendments must be in writing and approved and signed by the WG&SA.

The prospective Proposer must be current in taxes and all other municipal obligations (i.e., water and personal property taxes) on any and all real estate owned in the City of Woburn.

The issuance of this RFP does not constitute a lease award or any type of commitment or obligation on the part of the WG&SA. While the WG&SA fully expects that one of the Proposers responding to this RFP will become the selected Lessee, the WG&SA nevertheless reserves the right, at its sole discretion, to reject any or all proposals and to re-offer the property at any time under the same or modified conditions. The WG&SA also reserves the right to reject any proposal if it finds cause to believe that it has received from a Proposer any false or misleading information or misrepresentation in connection with a proposal.

The WG&SA reserves the right not to select a proposal for any reason if it deems that doing so would be in the best interest of the WG&SA. The WG&SA reserves the right to select the proposal offering the greatest advantage to the WG&SA, according to its interpretation of the evaluation criteria as set forth herein, as determined at its sole discretion, and may select a Proposer other than the one offering the highest lease payment to the WG&SA.

V. PROPOSAL EVALUATION AND SELECTION CRITERIA

A. Evaluation

1. Criteria:

The WG&SA will conduct an initial review of the proposals for compliance with this Request using all of the following criteria. Any proposal that is not complete and responsive to this RFP will not be considered, whether in regard to format or content. The Lease Agreement will be awarded by the WG&SA. In order for a proposal to be considered complete and responsive, the proposal must include the following information. Proposals not including this information, or failing to meet criteria in this section shall be deemed non-responsive and dropped from further review.

1. All materials outlined in the section titled, "Submittal and Contents of Proposals"; and
2. Certification Statements (See Attachments) –Certification Statements must be completed and included with the proposal.

B. Selection Procedure

The WG&SA intends to award the Lease Agreement to a responsive and responsible Proposer whose proposal is determined to be the best for the WG&SA, considering all of the aspects of each proposal and the qualification and experience of the Proposer.

The WG&SA may contact references or persons identified by proponents, or seek any information that may assist him in evaluating the proposals. The WG&SA may also conduct interviews of any or all of the proponents. The WG&SA will make the final decision on the winning proposal.

The responsive and responsible Proposer whose offer is determined to be the best for the WG&SA, considering all of the aspects of each proposal and the qualification and experience of the Proposer, will be sent a notice indicating its tentative selection as Proposer, a negotiation schedule and a procedure whereby the Proposer and the WG&SA shall conduct negotiations. It is anticipated that a Lease Agreement will be executed within ninety days following the initial notice. The time frames in this paragraph may be extended by mutual consent of both parties.

If within ninety days of the initial notice, the WG&SA determines that satisfactory contract terms and conditions cannot be reached with that Proposer, it may terminate negotiations with that Proposer and commences negotiations with another responsive and responsible Proposer offering the next highest monthly rental payment, and it may continue this procedure as necessary.

At every point in the selection procedure, the WG&SA reserves the right to waive minor informalities or to allow a proponent to correct them. The WG&SA also reserves the right to reject any or all bids at any time as may be in the best interest of the WG&SA.

E. Reservation of Rights

The WG&SA reserves the right to request additional information from the Proposers after receipt of submittals in order to verify statements contained there. The WG&SA reserves the right to make such inquiries regarding the Proposer's qualifications and reputation as it deems necessary to evaluate the proposal. Proposers may be requested to execute releases to obtain information from third parties. Failure to execute a release upon request may result in disqualification.

The WG&SA reserves the right to suspend, withdraw or amend this RFP at any time, without notice.

The WG&SA reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents.

The WG&SA reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.

The WG&SA reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. The WG&SA further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the WG&SA's best interest to do so.

If a lease is not executed with the Selected Proposer, the WG&SA may choose to execute a Lease with the next Proposer offering the highest monthly rental payment, to terminate the selection process, or to begin a new selection process.

The WG&SA reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

F. Conflict of Interest and Collusion

By submitting a proposal, a Proposer certifies that no relationship exists between the Proposer and any of its officers, employees, agents, or representatives and the WG&SA, or any officer, employee, or agent of DCAM that constitutes unfair competition or conflict of interest or that may be adverse to DCAM.

By submitting a proposal, a Proposer certifies that it has not acted in collusion with any other Proposer or other entity doing business with the WG&SA in a way that would constitute unfair competition.

WOBURN GOLF & SKI AUTHORITY

REQUEST FOR PROPOSALS

FOR LEASE OF THE WOBURN COUNTRY CLUB, 1 Country Club Road, Woburn, MA

ATTACHMENTS

A. Bid Offer Form

B. Disclosure of Beneficial Interest Statement Form

C. Certificate of Tax Compliance

D. Certificate of Non-Collusion

E. Equal Opportunity Employer

F. Draft Lease

ATTACHMENT "A"

BID FORM – WOBURN COUNTRY CLUB

BID PRICE FORM FOR LEASE OF PROPERTY DESCRIBED IN THIS RFP

Total Price: $_____

Bid Dollar
Amount in Writing: _____

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

DATE: _____

ATTACHMENT "B"

DISCLOSURE STATEMENT FOR DISPOSITION OF REAL PROPERTY

For disposition of Real Property by the WG&SA, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) LEGAL DESCRIPTION OF REAL PROPERTY: 1 Country Club Road, Woburn, MA

The proposal is for the lease of the Woburn Country Club located at 1 Country Club Road, Woburn, MA. . The property is available for disposition through this RFP and is shown as Building 1, Section 1 on Assessors Map 74 as MBLU 74-01-01. The property is located on land that was conveyed to the Woburn Golf & Ski Authority by deed recorded on January 15, 1971 with the Middlesex South Registry of Deeds in Book 11944, Page 542.

(2) TYPE OF TRANSACTION: Lease of Property

(3) LESSOR: Woburn Golf & Ski Authority

(4) LESSEE: _____.

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME RESIDENCE

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

Name & Position Title:

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT "C"

CERTIFICATION OF TAXES

Pursuant to M.G.L. c. 62C, § 49A, the undersigned certifies under the penalties of perjury that, to the best of the undersigned's knowledge and belief, the bidder/proposer is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____

Social Security Number or Federal
Identification Number

By_____

Corporation Officer or Authorized

ATTACHMENT "D"

CERTIFICATE OF NON-COLLUSION

As of the date of submission of this bid/proposal, no WG&SA official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the WG&SA in writing should any WG&SA official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any WG&SA official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any WG&SA official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the WG&SA.

(Signature of individual submitting bid or proposal)

_____

(Name of business)

ATTACHMENT "E"

EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

TO: Woburn Golf & Ski Authority
1 Country Club Road
Woburn, MA 01801

FROM: _____

We certify under the penalties of perjury that the above named organization or person and will continue to operate in strict compliance with the following Equal Opportunity Employer Regulations:

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination from receiving Federal financial assistance. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.). The Age Discrimination in Employment Act prohibits arbitrary age discrimination in employment.

The Contractor shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 f the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of $10,000 or more). Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116, 143 and 227, and EOCD regulations, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and EOCD guidelines, procedures or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising: layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause. The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all contracts for work to be performed in accordance with this Contract and will require all of its subcontractors to incorporate such requirements in all subcontracts for program work.

Signed this date: _____ By: _____

Name: _____
Title: _____

ATTACHMENT "F"

LEASE

THIS AGREEMENT OF LEASE, (herein called "Agreement" or "Lease") entered into on the _____day of _____, 2018, by and between the WOBURN GOLF & SKI AUTHORITY, an authority created by Chapter 526 of the Acts of 1968, as amended, acting through its duly appointed board with an address at 1 Country Club Road, Woburn, MA 01801 (herein after called "Lessor"), and _____, a Massachusetts (herein after called "Lessee") having an address at _____, evidences the following:

WHEREAS, Lessor desires to lease the 2 story building located at the Woburn Country Club located which building is located adjacent to the Lessor's 9-hole golf course at 1 Country Club Road, Woburn, MA 01801; and

WHEREAS, the Lessor has the authority to enter into this Lease; and

WHEREAS, Lessor agrees to let to Lessee the space necessary for the purpose intended and otherwise perform as herein set forth,

NOW, THEREFORE, for and in consideration of the rents herein required to be paid, and of the covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Property Description and Use

Lessor hereby lets to Lessee and Lessee hereby leases from Lessor that certain building known located at the Woburn Country Club consisting of a 2-story building with the ground level floor consisting of 6,248 s.f. of space, and a second floor function room consisting of 3,360 s.f. of space with an outside patio area as shown on Exhibit 1 attached hereto (the "Premises"). The Lessee shall as appurtenant to the Premises have, subject to Lessor's reasonable Rules and Regulations, if any, the non-exclusive right to use and permit its guest, invitees, licensees and employees to use in common with others, public or common lobbies, hallways, stairways, other common areas including parking, for their intended uses.

The Premises are not a "turnkey" operation. The ground floor restaurant area and second floor function room are currently improved with furnishings, fixtures and equipment that belong to the current lessee.

ARTICLE 2

Quiet Enjoyment

Lessor agrees that on payment of rentals, fees and charges herein provided and Lessee's performance hereunder, Lessee shall peaceably and quietly have and enjoy the Premises.

ARTICLE 3

Commencement of Term

The Rent Commencement Date shall commence on the earlier of the date that a certificate of occupancy allowing the Premises to be used for the Permitted Use shall have been issued by the City of Woburn (the "CO"), or the date on which Lessee shall take possession of any portion of the Premises for the purpose of conducting business (the "Rent Commencement Date").

The Lessor shall permit the Lessee (at Lessee's sole risk and expense) to enter the Premises prior to the Rent Commencement Date for the purpose of taking measurements, installing equipment, furniture, furnishings and the like. Lessee shall indemnify, defend and hold Lessor harmless from all losses or liability arising from such access except for losses and liability incurred due to Lessor's, its employee's or contractors' negligence or willful misconduct. Lessor shall have no responsibility for Lessee's property in the Premises prior to the Rent Commencement Date except for losses and liability incurred due to Lessor's or its contractors' negligence or willful misconduct.

This Lease may be recorded by either party thereto.

ARTICLE 4

Length of Term

The initial term of this Lease shall be for a term of five (5) years (the "Initial Term") following the Rent Commencement Date with the Lessor's sole option to renew for three (3) additional five (5) year periods upon terms and conditions set forth in this Lease (each an Extended Term" which with the Initial Term are referred to collectively as the "Term"). In the event the Lessor wishes to exercise an option to renew for a five (5) year Extended Term, the Lessor shall notify the Lessee in writing at least ninety (90) days prior to the end of the then current term.

ARTICLE 5

Condition of the Premises

Lessor shall deliver to Lessee the Premises in "as is" condition. Lessee acknowledges that Lessor has made no representations as to the condition of the Premises and that the Lessee has inspected the Premises and is familiar with the same. Lessee further acknowledges that the Premises is not a "turnkey" operation, and that all furnishings, fixtures and equipment necessary for the operation of a restaurant and/or function room must be provided by the Lessee.

ARTICLE 6

Use of Premises

The Premises shall be used only for a restaurant and function room and associated catering (the "Permitted Use"), and for no other use without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee represents and warrants that its use of the Premises will comply with all applicable Governmental Regulations. Lessee will not occupy or use, or permit any portion of the Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or reasonably deemed by Lessor to be disreputable in any manner, or extra hazardous, or interfere with the peaceful enjoyment by other Lessees of the Building of their respective premises. Lessee will maintain the Premises open for business on a regular and continual basis. There are no designated parking spaces for Lessee's use. Lessee shall have access to the parking area which is also used by the WG&AS's golfing operation.

The Lessee's employees shall not be employees of the WG&SA.

ARTICLE 7

Signs

Subject to the written approval of the WG&SA, which approval not be unreasonably withheld, Lessee shall have the right to erect reasonable signage on the Premises, as long as such signage is consistent with an in compliance with all applicable ordinances of the City of Woburn.

ARTICLE 8

Insurance

Lessee and Lessor shall be responsible for such damage to the Premises as shall be caused by its negligence or that of its agents, servants, contractors, employees or invitees. In no way shall this clause be construed so as to expand upon or increase the limits of liability of the Lessor pursuant to Massachusetts General Laws Chapter 258.

In no event shall any insurer have a right of subrogation by virtue of this indemnification.

Lessee shall obtain and maintain during the entire term of this Lease, at its sole cost and expense, the following minimum insurance converages to cover any claims made from injuries, damage or theft.

A. Following the Lessee's occupancy of the Premises or any part thereof, the Lessee shall, with respect to the Premises, or any part thereof, so occupied cause the Lessee, its respective directors, officers, agents, employees and members and the Lessee to be insured as follows:

1. Workers Compensation and employees liability insurance in the form and in the amount prescribed by law for such coverage. Lessee shall not opt out of

such coverage during the term hereof without the prior written approval of the Lessor.

2. Commercial general liability insurance against the claims of any and all persons for bodily injuries, including death and property damage, arising out of the use or occupancy of the leased premises by the Lessee, its, officers, employees, agents, guests, patrons or invitees in the sum of not less than $3,000,000 combined single limit per occurrence. The insurance shall be primary without rights of contribution from Lessor's insurance, include contractural coverage under the indemnification provisions contained herein, shall name the Lessor as an additional insured, and shall be at the Lessee's sole cost and expense.

3. Comprehensive Automobile and Truck Liability insurance covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000. combined single limit per occurence for personal or bodily injury (including death) and for injury to or destruction of property.

4. All Risk coverage equal to 100% of replacement cost of Lessee's facilities and improvements.

5. Medical expense coverage in the amount of $100,000.

6. Liquor liability coverage in the amount of $3,000,000.

B. Special Conditions. Concerning insurance to be furnished by Lessee, it is a condition precedent to the acceptability thereof that: 1) any policy submitted shall not be subject to limitations, conditions or restrictions inconsistent with the intent of the insurance requirements to be fulfilled by Lessee; 2) all policies shall be written through an insurance company of recognized responsibility, duly authorized by the Commonwealth of Massachusetts to transact that class of insurance in the Commonwealth of Massachusetts. Companies providing insurance coverage shall be required to have nothing less than an "A" rating of better by the A.M. Best Company of Aldwich, New Jersey; 3) No special payment shall be made by the Lessor for any insurance that the Lessee may be required to carry, 4) The Lessor shall be named as an additional insured on the following policies: Comprehensive General Liability, All Risk Coverage, Comprehensive Auto/Truck Policy, Fire Damage, Medical Expense and Liquor Liability, 5) The insurance companies issuing the policy or policies shall have no recourse against the Lessor for payment of any premiums or for assessments under any form of policy, and 6) Any such insurance policy may be written in combination with any of the other, where legally permitted, but none of the specified limits may be lowered thereby.

C. Certificate of Insurance. Lessee shall furnish the Lessor with a certificate of such policy or policies of insurance, validly executed by or on behalf of the insurance company, certifying that such insurance is in full force and effect, and specifically insuring the liabilty assumed by Lessee with a requirement of thirty (30) days prior notice to the Lessor of any material change or cancellation thereof. Insurers shall have no right of recovery or subrogation against the Lessor, it being the intent of the parties that insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance. A lapse in

insurance coverage will, at the sole discretion of Lessee, be deemed sufficient cause for the termination of the lease for cause upon written notice to Lessor provided, however, that Lessee shall have seven (7) days within which to cure unless there has been an uninsured loss within the period after the lapse.

D. Lessor Liability. Lessor assumes no responsibility for any property placed in or on the Premises or any part thereof, and Lessor is hereby expressly released and discharged from any and all liaibility from any loss, injury or damage to persons or properties that may be sustained by reason of the occupancy of said Premises under this Agreement, except that caused by the gross negligence or willful misconduct of the Lessor, its agents, emplyees or contractors. The indemnification section of this lease shall apply to any claims asserting such liability against the Lessor.

ARTICLE 9

Mutual Waiver of Subrogation

Each policy of fire insurance with extended coverage and liability insurance carried by Lessor or Lessee shall provide that the insurer waives any right of subrogation against the other in connection with or arising out of any damage to such property contained in the Premises caused by fire or other risks or casualty covered by such insurance.

In the event that a waiver of subrogation endorsement is obtainable only at an additional expense, then the party so requiring such waiver of subrogation endorsement shall either pay the cost of the additional premium for such provisions, or the other party shall be relieved of its obligation to obtain such endorsement.

Neither party, nor its agents, employees or guests, shall be liable to the other for loss or damage caused by any risk covered by such insurance provided such policies shall be obtainable. This release shall extend to the benefit of any sublessee and the agents, employees, and guests of any such sublessee.

ARTICLE 10

Utility Charges and Responsibility

Lessee shall be solely responsible for and promptly pay all charges for water, gas, electricity, heat, or any other utility separately metered and used or consumed by the operation of the Premises. The Lessee is responsible for operation and maintenance of the heating, ventilation and air conditioning systems, if any, that solely serve the Premises, reasonable wear and tear and damage by casualty excepted. The heat, light, gas, electricity and water for the Premises shall be separately metered in an account standing in the name of the Lessee.

Any necessary utility upgrades, relocation of service or service lines are the sole responsibility of the Lessee and are at the sole cost of the Lessee.

The Lessee shall also be responsible for plowing and sanding and otherwise clearing the upper and lower parking lot areas and access walkways to the Premises.

ARTICLE 11

Assignment/Subletting

Lessee may not assign or sublet all or any of its interest in this Lease or in the Premises without the express written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. No permitted assignment or subletting of Lessee's interest in this Lease shall relieve Lessee of its obligation to pay rent and to perform all of the other obligations to be performed by Lessee hereunder. Lessee is the primary obligor and any assignees or sublessees shall continue to remain jointly and severally liable for Lessee's obligations hereunder.

Upon any subletting by Lessee, Lessee shall pay to Lessor, as and when received, eighty percent (80%) of all sums (exclusive of those amounts representing a pro-rata share of Real Estate Taxes and insurance premiums allocable to the sublet premises, based on square footage) received by Lessee from such sublessee or any such subletting in excess of the pro-rata share of Fixed Rent allocable to the sublet portion of the Premises, based on square footage, net of Lessee's direct sublet costs including but not limited to reasonable brokerage commissions and reasonable attorney's fees.

ARTICLE 12

Governmental Regulations

Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all applicable state, local and federal governmental authorities, now in force, or which may hereafter be in force, pertaining to its use of said Premises including all requirements of the City of Woburn and the Woburn License Commission.

ARTICLE 13

Default of Lessee

Lessee shall not be held in default of any term or provision of this Lease unless:

(a) Lessee shall have failed to pay any rental due hereunder within thirty (30) days of said payment being due, or

(b) unless Lessee shall have failed to undertake and reasonably pursue a cure of any other such default within thirty (30) days after receipt of written notice from Lessor, or

(c) Lessee shall have failed to bond or discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof.

In the event of such default, after thirty (30) days written notice to Lessee, and Lessee's failure to cure such default to the reasonable satisfaction of Lessor, Lessor may declare the Term of Lease terminated, enter into possession of said Premises and sue for and recover all rents as they come due, or Lessor may sue and recover without entering into possession of said Premises. Lessor, further, shall have all rights granted to it under the laws of the Commonwealth of Massachusetts including reimbursement for reasonable attorney's fees.

ARTICLE 14

Destruction of Premises

In the event of damages to the Premises, rent and all occupancy charges shall not abate wholly or proportionately, as the case may be, during any period of untenantability and Lessor shall not be required to restore the Premises.

ARTICLE 15

Force Majeure

If either party shall be delayed or hindered in or prevented from the performance of any act required hereunder, including delivery of Lessee's Premises by Lessor as required in Article 3 hereof, by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature not the fault of the party delayed, then performance of such act shall be excluded for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate or excuse the Lessee from the prompt payment of rent, or additional rent or any other payments required by the terms of this Lease.

ARTICLE 16

Rent

Monthly installments of rent (the "Rent") shall be payable, in advance, on the first day of each and every calendar month during the Term of this Lease, without notice or demand and without any set-off or deduction except to the extent otherwise expressly provided for in this Lease. Should this Lease commence on other than the first day of a calendar month or end on other than the last day of a calendar month, the monthly installment of Rent for any such partial calendar month shall be prorated and paid in advance. All Rent due or to become due hereunder shall be paid to Lessor at its address first above written, unless Lessor shall designate some other payee or address for the payment thereof by giving written notice to that effect to Lessee. The Rent may be paid in advance on the anniversary of the effective date for the full amount of the annual rent each year of the lease, at Lessee's sole option.

The Rent for the first year of the lease shall be in the amount of $ per year. The Rent for lease years 2 through 5 shall be as follows:

Year 2	$
Year 3	$
Year 4	$
Year 5	$

In the event the Lessee exercises its option to renew for an initial additional five years the Rent for lease years 6 through 10 shall be as follows:

Year 6	$
Year 7	$
Year 8	$
Year 9	$
Year 10	$

In the event that the Lessee chooses to exercise its second five year renewal option the Rent for lease years 11 through 15 shall be as follows:

Year 11	$
Year 12	$
Year 13	$
Year 14	$
Year 15	$

ARTICLE 17

Notices

All notices required to be sent under the provisions of this Lease to Lessor and Lessee by one another shall be in writing and sent by U.S. mail, certified, return receipt requested, to the addresses set forth on the first page of this lease. Alternatively, notices may be delivered by hand delivery provided a written receipt is obtained.

ARTICLE 18

Emergency

Lessor may, if an emergency shall exist, perform any obligation of Lessee hereunder for the account of Lessee after first notifying the Lessee of the same by telephone or email of such emergency. In such event, Lessor shall request Lessee to reimburse Lessor for any reasonable expenditure made by Lessor. If Lessee fails to reimburse Lessor within thirty (30) days after Lessor's request therefore, Lessor may treat such failure to reimburse as a failure to pay rent hereunder, unless Lessee disputes the reasonableness of such expenditure in writing. In the event that Lessee so disputes the reasonableness of said expenditures by Lessor, Lessee shall tender to the Lessor the full amount requested by Lessor and the Lessee may then submit the matter to binding arbitration before an Arbitrator selected by agreement of the parties. In the event that the parties cannot agree on an arbitrator to arbitrate the matter, then the matter shall be submitted to the American Arbitration Association for arbitration in accord with its commercial arbitration rules then in effect. If the Lessee prevails at arbitration, the Lessor shall return the funds to the Lessee along with interest thereon, computed at the then quoted Prime rate as reported in the Wall Street Journal or equivalent publication plus 200 basis points, and reimbursement of Lessee arbitration costs. If the Lessor prevails at arbitration, the Lessee shall tender to the Lessor the Lessor’s arbitration costs.

ARTICLE 19

Successors and Assigns

This Lease shall be binding upon and shall inure into the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

ARTICLE 20

Lessee Cancellation

In the event that the Lessee shall cancel this lease for any reason permitted hereunder, then the Lessor shall retain all rents paid by the Lessee up to the time of the notice of cancellation. The Lessor shall be under no obligation to refund any portion of any rent payment received by the Lessor prior to notice of the cancellation.

ARTICLE 21

Discrimination

It is understood and agreed that it shall be a material breach of this lease for the Lessee to engage in any practice which shall violate any provision of Massachusetts General Laws, Ch. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, handicap, age or ancestry.

The Lessee agrees to comply with all applicable Federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1973; Massachusetts General Laws Chapter 151B Section 4 (1) and all relevant administrative orders and executive orders.

In the event the Lessee breaches the terms of this Article and fails to cure any such breach within 30 days of notice of the breach, Lessee shall be in default and the Lessor may cancel, terminate or suspend the lease in whole or in part for any violation of this paragraph.

ARTICLE 22

Liquor License

There is currently a liquor license issued for the Premises held in the name of the current lessee. Such license will be made available for transfer to the Lessee subject to the Lessee’s establishment of qualification to manage the license and ability to comply with all requirements of the Woburn License Commission and the Commonwealth of Massachusetts Alcoholic Beverage Control Commission.

The Lessee shall assure that all its employees participate in a "Responsible Alcoholic Beverages Service Program" at least annually, unless the Lessor, at its sole discretion, prescribes intervals that are more frequent. If a new employee is hired by the Lessee, said employee shall participate in a "Responsible Alcoholic Beverages Service Program" as a condition of said employee's continued employment.

Violations of the liquor license rules and regulations or statutes shall be considered a default for purposes of Article 13.

ARTICLE 23

Entertainment

Lessee may have live music or entertainment subject to any licensing requirements, provided that, in the reasonable discretion of the WG&SA, the live music or entertainment does not interfere with the use and operation of the golf course or the quiet enjoyment of the neighbors to the Woburn Country Club property.

ARTICLE 24

Prohibited Acts

The following acts shall constitute a default pursuant to Article 13 of this lease:

1. Permitting alcoholic beverages outside the defined limits the licensed area, as defined by the Woburn License Commission and/or the Alcoholic Beverages Commission of the Commonwealth of Massachusetts.

2. Use of vending machines on the premises.

3. Creation of a nuisance by Lessee or Lessee permitting the creation or allowing to continue a nuisance by any employee, invitee, customer or business guest.

ARTICLE 25

Lessee's Property

All facilities, fixtures and improvements affixed to the Premises by Lessee as permitted by this Agreement shall, at the termination of this Lease, become the property of Lessor, as same or any part thereof may be completed. It is expressly understood and agreed that all non-fixture equipment, furnishings, and personal property purchased by Lessee to supplement equipment, furnishings and personal property owned by Lessor, shall at all times remain the property of Lessee.

Notwithstanding anything to the contrary in this Lease, all items identified on the inventory list attached as Exhibit 2 shall remain the property of the owner identified in the exhibit, as it may be updated from time to time. Furthermore, notwithstanding anything to the contrary in this Lease the Lessee agrees that any HVAC system, stove hood, fire suppression system, doors, walls, countertops, bar, circuit breaker panel, circuit breakers and/or any roof mounted exhaust systems installed by Lessee at the premises during the term of this lease shall be considered "fixtures" and shall become the property of the Lessor even if paid for and installed by the Lessee.

ARTICLE 26

Lease, Expiration/Termination

Removal of Property – Upon termination of the leasehold estate whether by expiration of Term or otherwise, Lessor or its assignee shall have the option to purchase Lessee's equipment and furniture as identified in the inventory list attached as Exhibit 2 as it may be updated from time to time (Lessor's "Option to Purchase"). To exercise the Option to Purchase, Lessor must provide written notice to Lessee not earlier than thirty (30) days prior to termination of Lessee's leasehold estate, whether by expiration of Term or otherwise. The value of the items to be purchased by Lessor or its assignee shall be determined in the following manner: The Lessor or its assignee shall select one appraiser and the Lessee shall select one appraiser; these two appraisers shall together select a third appraiser. The three appraisers so appointed shall appraise the items to be purchased and the decision of any two of three appraisers so selected shall be final and binding upon the parties. The selected appraisers shall take into account the intrinsic value of the equipment as installed and shall consider its value in place to the next operator of a restaurant on the Premises.

In the event that Lessor does not notify Lessee of its desire to exercise its Option to Purchase within the timeframe outlined herein, then Lessee shall have the right to remove its equipment, furniture, and other personal property which was installed and placed in and upon the Premises as identified in the inventory list attached as Exhibit 2 as it may be updated from time to time. Lessee shall not remove personal property owned by the Lessor. Lessee shall leave the Premises in a broom clean condition.

Abandonment of Property – Unless otherwise agreed, if Lessee does not within thirty (30) days of the expiration or earlier termination of this Agreement remove from said Leased Premises its furniture, equipment, and any other items of personal property, then such property shall be deemed abandoned by Lessee. The reasonable cost to the Lessor of removing such personal property shall become the responsibility of the Lessee. Despite any termination of the leasehold estate, Lessee shall have the right to enter the Leased Premises at reasonable times during such thirty (30) day period to accomplish such removal. In the event that the Lessee fails to remove its personal property at the expiration or earlier termination of this Agreement and elects to enter the Leased Premises at reasonable times during the thirty (30) day period subsequent to the expiration or earlier termination of this Agreement, then the Lessee shall tender to the Lessor as reasonable use and occupancy a sum of money equivalent to an additional thirty (30) days rent.

ARTICLE 27

Severability

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Lease.

ARTICLE 28

Venue and Governing Laws

This Lease shall not be modified except by an instrument in writing executed by the parties hereto, and this Lease shall supersede all prior memoranda or other writings with respect to the subject matter contained herein. This Agreement and the rights and obligations of the parties thereunder shall in all respects be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.

ARTICLE 29

Common Areas and Common Area Maintenance

The term "Common Areas" means the portions of the Woburn Country Club as herein described which have been designated and improved for common use by or for the benefit of more than one occupant of same including, without limitation (if and to the extent facilities therefore exist at the time in question): the land and facilities utilized for or as parking lots; access and perimeter roads; truck passageways and loading platforms; service corridors; mechanical rooms for equipment servicing more than one occupant space; landscaped and grass areas; exterior lawn sprinklers, walks, elevators, stairways, ramps; interior corridors and stairs; directory equipment; stormwater; entrance lobbies shared by more than one occupant; utility lines and the like installed in or for the benefit of Common Areas or for the benefit of more than one occupant (except to the extent same are the responsibility of the utility therefore); and the structure of the Premises and all component and structural parts and systems of same including but not limited to the roof, mechanical systems, load bearing walls, floors and all other structural components.

Lessor reserves the right at any time and from time to time (i) to change or alter the location, layout, nature or arrangement of the Common Areas or any portion thereof, and (ii) to construct additional improvements on the property and make alterations thereof or additions thereto and build additional stories on or in any such buildings or build adjoining same; provided however, that no such change or alteration shall unreasonably interfere with the conduct of Lessee's business on the Premises, materially interfere with Lessee and Lessee's clients of access to the Premises, materially impair the visibility of the Premises or change the square footage of the Premises. Lessor shall have the right to close temporarily all or any portion of the Common Areas to such extent as may, in the reasonable opinion of Lessor, be necessary to prevent a dedication thereof to the public, provided that Lessee and Lessee's clients are not thereby denied access to the Premises, or for repairs, replacements or maintenance to the Common Area, provided such repairs, replacements, or maintenance are performed expeditiously and in such a manner as not to deprive Lessee and Lessee's clients access to the Premises.

Lessor, at Lessor's sole cost and expense, shall maintain the Common Areas in and serviceable and clean condition and shall make all necessary repairs and replacements to the roof, exterior walls and all structural repairs, repairs to Common Areas, parking lot and roadways, and repairs to HVAC, plumbing and electrical systems.

Lessee, at Lessee's sole cost and expense, shall perform the following services to the rest rooms of the Premises:

1. Regular cleaning of the restrooms
2. Supply and restocking of paper products

3. Maintenance of the plumbing fixtures, including but not limited to the toilets, urinals and sinks.

Lessee shall not be responsible to repair any water supply service piping or wastewater drain piping serving the Restrooms unless such repair is required due to the confirmed negligence of Lessee, its agents, servants, employees or business invitees.

ARTICLE 30

Alterations and Improvements by Lessee

During the Term of this Lease, Lessee shall have the right, at its own cost and expense, following written notice to Lessor to make such non-structural, decorative alterations and improvements to the interior of the Premises as it shall deem expedient or necessary for its business purposes and further provided that such non-structural alterations and improvements shall not change the footprint of the Building nor impair the value of the Building or its structural strength. All other alterations or improvements which Lessee desires to make in, on or to the Premises during the Term of this Lease shall require Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. All such work shall be done in a good and workmanlike manner, at Lessee's sole cost and expense, and subject to and in accordance with all applicable laws, rules, regulations and other requirements of all governmental authorities having jurisdiction thereof. Lessor shall execute and deliver upon request of Lessee such instrument or instruments embodying the approval of Lessor which may be required by any public or quasi-public authority for the purpose of obtaining any license or permit for the making of such alterations or improvements, Lessee agreeing to pay for such license or permit. If any of the Common Areas or any of said structural components are damaged by acts or due to the negligence of the Lessee, its officers, employees, invitees or guests, Lessee shall repair same. If, during the Term of this Lease, Lessee makes any alteration or improvement to the Premises, or installs any equipment or fixture on or in the Premises, which, in either case, causes a penetration to be made in or through the roof, such penetration shall be performed by a contractor reasonably acceptable to the entity bonding or providing a warranty on the roof so that such penetration would be performed in such a fashion that the roof bond or warranty would not be voided. If the roof bond or warranty has expired or is no longer in effect, such construction must be performed by contractors, and in a manner, reasonably acceptable to Lessor in order that the watertight condition of the roof be maintained.

Upon the expiration or termination of this Lease:

(i) Lessee shall not remove any of those improvements installed in, on or to the Premises pursuant to this Article which in the reasonable discretion of the Lessor are necessary or desirable for the efficient maintenance, use and/or operation of the Premises;

(ii) Lessee shall remove all of its machinery, equipment, personal property and trade fixtures, as identified in the inventory list attached as Exhibit 2, as updated from time to time;

(iii) Any and all damage to the Premises or any other portion of the Building caused by Lessee's installation and/or removal of any alterations, improvements or other property from the Premises as above required or permitted shall be promptly repaired by and at the expense of Lessee.

At no time, including during construction, shall Lessee commit any nuisance on the Premises, nor shall Lessee unreasonably interfere with the Lessor's operation of the golf course. Lessee shall use its commercially reasonable effort to ensure that noise and odors do not escape the Premises. Any improvements or renovations performed by, or on behalf of Lessee shall be performed in compliance with applicable laws, ordinances and regulations and Lessee shall obtain all permits necessary to perform said improvements or renovation.

1. Workmanship – Lessee shall ensure that all labor and materials used for any and all repairs, improvements and renovations, performed by Lessee or Lessee's employees, agents or contractors shall be of First Class Quality (as hereinafter defined) and free from defects.

2. Construction Drawings and Records – As used herein, the term "First Class Quality" shall mean of the same quality as buildings used or to be used for the same or similar purposes already constructed on the Premises. Lessee agrees that it shall deliver to Lessor "as built" plans of the Lessee Facilities, including any and all changes thereto and shall, during the Term of this Agreement keep said plans current, showing therein any structural changes or modifications that may be made in or to the Premises or any other structural changes or modifications.

3. Construction Certification – Upon completion of the construction of all of the Work, Lessee shall provide Lessor with a copy of the Certificate of Occupancy issued by the City of Woburn.

4. Structure Repair and Notice – Except as otherwise provided in this agreement, Lessor agrees that within a reasonable period of time, after written notice from Lessee, Lessor shall make all necessary exterior or structural repairs to the Premises, and the building of which the Premises is a part. Lessee shall make the necessary repairs to all wires, pipers, conduits and other heating and ventilating equipment or facilities for supplying heat, light, power, hot and cold water to the Premises and all outside drainage and waste pipes or facilities leading from the Premises, and those portions of all utility lines supplying the Premises which are located outside the Premises, unless such utility lines are maintained or repaired by utility companies.

   Lessee shall be responsible for any interior repairs, including but not limited to the repair of any exposed pipes; any alterations or improvements involved in the renovation or alteration of the Premises; any interior repairs reasonably deemed by the Lessor to be unnecessary to maintain the Premises in a safe and tenantable condition; and any repairs or replacements caused in whole or in part by the negligence or intentional wrongful acts of Lessee, its employees, agents, contractors, or invitees. The Lessee is specifically required to make all repairs to windows, plate glass, doors and any fixtures or appurtenances composed of glass. Except for emergency situations, Lessee shall notify the Lessor prior to making any repairs. In the case of an emergency, Lessee shall notify the Lessor of the repair as soon as reasonably possible. Lessee shall provide and maintain the air conditioning system for the Leased Premises. Notwithstanding the foregoing, Lessee, at its sole expense, shall have the right, without prior approval of, but with written notice to, the Lessor to replace or repair floor and wall coverings to the Leased Premises.

ARTICLE 31

Holding Over

In the event Lessee remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, it shall be deemed to be a Lessee from month to month only, at a monthly Fixed Rent equal to one hundred fifty (150%) percent of the monthly installment of Fixed Rent in effect during the last month of the Term expired, and governed in all other things, including, without limitation, the payment of other sums payable hereunder, except as to the duration of the Term, by the provisions of this Lease. Either party may terminate such tenancy by giving to the other at least thirty (30) days prior written notice of its intent to terminate.

ARTICLE 32

Surrender

At the expiration of the Term of this Lease, Lessee agrees to quit and surrender possession of the Premises to Lessor in as good condition as when delivered by Lessor, excepting ordinary wear and tear, damage by fire or other casualty, such condition resulting from condemnation or failure of Lessor to perform its obligations under this Lease, and such other condition as may be expressly permitted under this Lease.

LESSOR: LESSEE:

WOBURN GOLF & SKI AUTHORITY

_____ _____

EXHIBIT 1

PLAN SHOWING PREMISES

740101
WOBURN GOLF & SKI AUTHORITY
COUNTRY CLUB RD
11944/ 542

ASSESSOR MAP

OF WOBURN
MASSACHUSETTS

Legend

- Beco_Easements
- Buildings
- City_Boundry
- Easements
- Drainage
- PorchDecks
- Contours
- ParkingLots
- Driveways
- Edge of Pvmt
- Paper_Streets
- Parcels
- Treed Area
- Right of Way
- Zoning Lines
- FEMA100yrFloodPlain
- Local100yrFloodPlain
- R-1 Zoning Text
- 120101 Map/Block/Lot
- 5,500 SF Acreage
- 100.00' Dimensions

2011-12 Aerial Photography

N
W E
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30 15 0 30
Feet

THIS MAP IS PREPARED FOR THE INVENTORY OF REAL ESTATE PROPERTY WITHIN THE CITY OF WOBURNAND IS COMPILED FROM THE RECORDED DEEDS, PLATS, TAX MAPS, SURVEYS, PLANIMETRIC MAPS AND OTHER PUBLIC RECORDS AND DATA. USERS OF THIS MAP ARE HEARBY NOTIFIED THAT THE AFORMENTIONED PUBLIC PRIMARY INFORMATION SOURCES SHOULD BE CONSULTED FOR VERIFICATION OF THE INFORMATION CONTAINED ON THIS MAP. THE CITY OF WOBURN AND ITS MAPPING CONTRACTORS ASSUME NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED HEREIN.

City of Woburn
Engineering Department

Revised Date: January 1, 2014

EXHIBIT 2

LIST OF EQUIPMENT AND PROPERTY INVENTORY AND DESIGNATION OF OWNERSHIP

ITEM	SERIAL NUMBER

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____ _____
(Name) (Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid
(Officer)
and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

_____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)
said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____
(Clerk)

CORPORATE SEAL:

CERTIFICATE OF GOOD STANDING

TO: Contractor

FROM: Purchasing Department

RE: CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

IMPORTANT NOTICE
Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business (please type or print)

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

Signature Date

Name (please print or type) Social Security Number

Corporate

Corporate Name (please print or type)

Signature of Corporate Officer Date

Name of Corporate Officer (please print or type) Title

Taxpayer Identification Number

- As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

_____ _____
(Name) (Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid
(Officer)
and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

_____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)
said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

_____
(Clerk)

CORPORATE SEAL:

CERTIFICATE OF GOOD STANDING

TO: Contractor

FROM: Purchasing Department

RE: CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

IMPORTANT NOTICE
Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent