

**MEMORANDUM OF AGREEMENT CONCERNING THE
SPECIAL TAX ASSESSMENT AGREEMENT
BY AND BETWEEN THE TOWN OF ACTON, MASSACHUSETTS, PETER
CENTRAL, LLC AND ASSOCIATED ENVIRONMENTAL SYSTEMS, INC.**

This Memorandum of Agreement (“MOA”) concerning Special Tax Assessment Agreement (the “STA Agreement”) is made this 6 day of May, 2016, by and between the TOWN of ACTON, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at Town Hall, 472 Main Street, Acton, 01720, acting through its Board of Selectmen, (hereafter called “the TOWN”) and Associated Environmental Systems, Inc., a Massachusetts corporation, and Peter Central, LLC, a Massachusetts limited liability company, both with a principal place of business at 31 Willow Road, Ayer, MA 01432 (both collectively “AES”), acting through Beran Peter, their President and Treasurer and Manager, respectively (collectively, the “Parties”).

WHEREAS, AES has acquired and occupies certain real estate located at 8 and 10 Post Office Square in Acton, Massachusetts shown as Parcel 59-2 on Town of Acton Atlas Map E4 and Parcel 2 on Town of Acton Atlas Map F4 (the “PROPERTY”),

WHEREAS, AES and the TOWN have executed the STA Agreement dated November 19, 2015 whereby AES has committed to certain investments in the PROPERTY and surrounding community, and in return the TOWN has agreed to certain exemptions from taxation on the PROPERTY for a limited period of time pursuant to M.G.L. c. 23A, §§ 3A-3F, M.G.L. c. 40, § 59, and M.G.L. c. 59, § 5; and

WHEREAS, the Parties now wish to enter this Memorandum of Agreement to memorialize additional terms of the agreement between the Parties concerning the involvement of AES in Acton and the TOWN’s potential involvement in the PROPERTY.

NOW, THEREFORE, in consideration of mutual promises contained herein and in the STA Agreement, the sufficiency of which is hereby acknowledged, AES and the TOWN agree as follows:

1. Local Transportation Support. AES shall contribute One Thousand Dollars (\$1,000) per year for five (5) years to the TOWN’s transportation system/services (“Annual Transportation Contribution”). Such Annual Transportation Contribution shall commence on July 1 of the first fiscal year following the execution of this Agreement and each subsequent payment shall be paid to the TOWN by July 1 of the following fiscal year.

- i. **Adjustment in Support.** At the conclusion of the first eighteen (18) months of AES’s occupation of the PROPERTY, AES and the Town agree to examine AES employees’ use of the Town’s transportation services. In order to facilitate this examination, AES shall provide data to the Town sufficient to determine the number and frequency of AES employees’ use of the TOWN’s local transportation services. If warranted based on that examination, the Parties agree to negotiate in good faith an adjustment to the Annual Transportation Contribution.

- ii. Extension of Time for Support. If warranted based on AES's employees' utilization, one month prior to the expiration of AES's obligations pursuant to the Annual Transportation Contribution, the Parties agree to negotiate in good faith to extend the time for the Annual Transportation Contribution or some other contribution to the TOWN's transportation services as the Parties deem appropriate.

Notwithstanding the foregoing, AES's obligation to pay the Annual Transportation Contribution to the Town herein is personal to AES and its successors and assigns. This obligation shall not constitute an encumbrance upon the Property or run with the Property, and it shall terminate upon the termination of the STA Agreement.

2. Exclusivity Period and Right of First Refusal.

- i. For at least ninety (90) days from the effective date of this MOA, AES agrees to provide the TOWN with the exclusive right to rent all or any portion of the remaining available space at the PROPERTY on commercially reasonable terms (the "Exclusivity Period"). In the event that the Town issues an RFP during the Exclusivity Period seeking to acquire a lease for approximately twenty thousand square feet of space for a Senior Center ("Senior Center Leased Space") to which the remaining available space at the PROPERTY is responsive, AES agrees to submit in good faith a proposal in response to such RFP.
- ii. At the conclusion of the Exclusivity Period, the TOWN shall have a right of first refusal to lease all or a portion of the available space at the PROPERTY ("ROFR") as follows:
 - a) If AES has been awarded a lease with the Town for the Senior Center Leased Space pursuant to a procurement conducted pursuant to G.L. c. 30B, then the TOWN shall not have any ROFR on the PROPERTY.
 - b) If the Town issues an RFP during the Exclusivity Period for which AES submits a bid in good faith but is not awarded the lease for the Senior Center Leased Space, and such lease is awarded to a different property owner, then the TOWN shall have a ROFR only on approximately five thousand square feet (5,000 sq. ft.) of space suitable for offices at the PROPERTY, pursuant to subsection (iii) below.
 - c) If the TOWN does not issue an RFP for Senior Center Leased Space during the Exclusivity Period or fails to award any such lease pursuant to that RFP, then the TOWN shall have a ROFR as described in subsection (iv) below.
- iii. To the extent provided in subsection (ii) above and provided there exists no default in the Special Assessment Agreement, the TOWN shall have a

ROFR on approximately five thousand square feet (5,000 sq. ft.) of space in the building on the PROPERTY suitable for office ("Office ROFR Premises") until December 31, 2017. If AES has an agreement in principle with a bona fide independent third party to lease the Office ROFR Premises when the TOWN's ROFR is in effect but prior to entering into a binding lease for all or a portion of the Office ROFR Premises, AES shall give the TOWN written notice, disclosing the rent, term, landlord incentives and other material terms upon which AES proposes to lease such Office ROFR Premises (the "Office Offer Notice"). The TOWN shall then have fifteen (15) days of its receipt of the Office Offer Notice in which to notify AES of the TOWN's intention to lease such Office ROFR Premises on the same terms as set forth in the Office Offer Notice or on other terms that the TOWN may propose, subject to approval by Town Meeting or Special Town Meeting (the "Office Reply Notice"). If the Office Reply Notice indicates that the TOWN intends to lease such Office ROFR Premises identified in the Office Offer Notice on the same terms set forth in the Office Reply Notice, then the TOWN shall procure such office space pursuant to M.G. L. c. 30B. If AES is awarded the lease pursuant to that procurement process, AES shall lease to the TOWN such Office ROFR Premises on the same terms as those specified in the Office Offer Notice. AES and the TOWN shall execute a lease incorporating such Office ROFR Premises and the terms of the Office Offer Notice within fifteen (15) days after voters' approval at a duly-called Town Meeting. Such Town Meeting shall be called at such time as the Board of Selectmen deem appropriate in their sole discretion, but in any event within ninety (90) days of issuance of the Office Reply Notice, in order to provide sufficient time for any required procurement. If the Office Reply Notice proposes different terms than are set forth in the Office Offer Notice, then AES may accept such terms, in its sole discretion, and AES and the TOWN shall execute a lease incorporating such Office ROFR Premises and the terms of the Reply Notice within fifteen (15) days after voters' approval at a duly-called Town Meeting (after the procurement process described above). If the Reply Notice indicates that the TOWN does not intend to lease such Office ROFR Premises, or if AES does not receive the Office Reply Notice within the fifteen (15) day period specified above, or if AES does not accept such alternate terms proposed by the TOWN in the Office Reply Notice (in which case AES shall so notify the TOWN), or if Town Meeting does not approve any proposed lease for the Office ROFR Premises, then AES shall be free to lease such ROFR Premises to the party named in the Offer Notice or another suitable party on substantially the same terms as specified in the Offer Notice, provided that AES shall have the right to alter any such terms in its sole discretion (including without limitation increasing or decreasing the proposed term or increasing or decreasing the proposed rent or other landlord financial incentives by not more than twenty percent (20%)). In the event that AES proposes to lease such Office ROFR Premises to the

party named in the Office Offer Notice or any other party on terms that are materially more favorable for the new lessee than those specified in the Office Offer Notice (the parties acknowledging and agreeing that any changes consistent with the immediately foregoing sentence shall not be material), AES shall submit a new Office Offer Notice to the TOWN. The TOWN may, by written notice to AES, waive its ROFR to lease such Office ROFR Premises. If the TOWN waives such right, such waiver shall be permanent with respect to the Office ROFR Premises that is the subject of such waiver (but not to any other ROFR Premises), and the TOWN shall no longer hold a ROFR to such Office ROFR Premises and AES shall be free to lease such Office ROFR Premises to any person or entity without complying with the provisions of this paragraph.

- iv. To the extent provided in subsection (ii) above and provided there exists no default in the Special Assessment Agreement, the TOWN shall have a ROFR on the Senior Center Leased Space (“Senior Center ROFR Premises”) until December 31, 2017. If AES has an agreement in principle with a bona fide independent third party to lease the Senior Center ROFR Premises when the TOWN’s ROFR is in effect but prior to entering into a binding lease for all or a portion of the Senior Center ROFR Premises, AES shall give the TOWN written notice, disclosing the rent, term, landlord incentives and other material terms upon which AES proposes to lease such Senior Center ROFR Premises (the “Senior Center Offer Notice”). The TOWN shall then have fifteen (15) days of its receipt of the Senior Center Offer Notice in which to notify AES of the TOWN’s intention to lease such Senior Center ROFR Premises on the same terms as set forth in the Senior Center Offer Notice or on other terms that the TOWN may propose, subject to approval by Town Meeting or Special Town Meeting (the “Senior Center Reply Notice”). If the Senior Center Reply Notice indicates that the TOWN intends to lease such Senior Center ROFR Premises identified in the Senior Center Offer Notice on the same terms set forth in the Senior Center Reply Notice, then AES shall lease to the TOWN such Senior Center ROFR Premises on the same terms as those specified in the Senior Center Offer Notice. AES and the TOWN shall execute a lease incorporating such Senior Center ROFR Premises and the terms of the Senior Center Offer Notice within fifteen (15) days after voters’ approval at a duly-called Town Meeting. Such Town Meeting shall be called at such time as the Board of Selectmen deem appropriate in their sole discretion, but in any event within thirty (30) days of issuance of the Senior Center Reply Notice, in order to provide sufficient time for any required procurement. If the Senior Center Reply Notice proposes different terms than are set forth in the Senior Center Offer Notice, then AES may accept such terms, in its sole discretion, and AES and the TOWN shall execute a lease incorporating such Senior Center ROFR Premises and the terms of the Senior Center Reply Notice within fifteen (15) days after voters’ approval at a duly-called Town Meeting. If the Senior Center Reply Notice indicates that the TOWN does not intend to

lease such Senior Center ROFR Premises, or if AES does not receive the Senior Center Reply Notice within the fifteen (15) day period specified above, or if AES does not accept such alternate terms proposed by the TOWN in the Senior Center Reply Notice (in which case AES shall so notify the TOWN), or if Town Meeting does not approve any proposed lease for the Senior Center ROFR Premises, then AES shall be free to lease such Senior Center ROFR Premises to the party named in the Senior Center Offer Notice or another suitable party on substantially the same terms as specified in the Senior Center Offer Notice, provided that AES shall have the right to alter any such terms in its sole discretion (including without limitation increasing or decreasing the proposed term or increasing or decreasing the proposed rent or other landlord financial incentives by not more than twenty percent (20%)). In the event that AES proposes to lease such Senior Center ROFR Premises to the party named in the Senior Center Offer Notice or any other party on terms that are materially more favorable for the new lessee than those specified in the Senior Center Offer Notice (the parties acknowledging and agreeing that any changes consistent with the immediately foregoing sentence shall not be material), AES shall submit a new Senior Center Offer Notice to the TOWN. The TOWN may, by written notice to AES, waive its ROFR to lease such Senior Center ROFR Premises. If the TOWN waives such right, such waiver shall be permanent with respect to the Senior Center ROFR Premises that is the subject of such waiver (but not to any other ROFR Premises), and the TOWN shall no longer hold a ROFR to such Senior Center ROFR Premises and AES shall be free to lease such Senior Center ROFR Premises to any person or entity without complying with the provisions of this paragraph.

Notwithstanding the foregoing, AES's obligation to provide a ROFR to the Town herein is personal to AES and its successors and assigns. This obligation shall not constitute an encumbrance upon the Property or run with the Property, and it shall terminate upon the termination of the STA Agreement.

3. This MOA shall be binding on AES, its successors and assigns.
4. The MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
5. The MOA may only be amended or modified by a written instrument. The failure of any party at any time to require the performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same.
6. This MOA may be signed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed by a signature delivered by facsimile or other electronic image, which shall bind the party so signing.

EXECUTED as a sealed instrument on the day and year first above written.

ASSOCIATED ENVIRONMENTAL
SYSTEMS, INC



By: Beran Peters
Its: President and Treasurer

TOWN OF ACTON
By Its Board of Selectmen

Peter J. Berry, Chairperson

Janet K. Adachi, Vice-Chair

Frances J. Osman, Clerk

Katie Green

Chingsung Chang

PETER CENTRAL, LLC,



By: Beran Peter
Its: Manager