

AUDITING COPY

Lease Agreement
By and between

City of Somerville
acting through the Purchasing Department
and
BwB-Square LLC

Contract # 190210

Contract Value: \$109,953.00

PO#

PO Amount: \$

Bid No.: RFP 17-76

Contract period: 5/11/2018 to 5/11/2023

With one optional renewal term for a period of three-years.

CONTRACT FOR: 337 SOMERVILLE AVENUE, CONDOMINIUM UNIT
#4 FOR NIBBLE COMMUNITY KITCHEN

VENDOR: BwB-Square, LLC
30 Bow Street
Somerville, MA 02143
Contact: Matthew Boyes-Watson, Partner
Tel: 617-852-8852
E-mail: matt@boyeswatsonbaum.com

ACCORDING TO THE SPECIFICATIONS CONTAINED HEREIN.

COMMERCIAL LEASE

1. **PARTIES** BwB-Square LLC, a Massachusetts limited liability company with a principal address of 30 Bow Street, Somerville, Massachusetts, 02143, LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to The City of Somerville, acting by and through its Arts Council, 50 Evergreen Street, Somerville, MA 02145 LESSEE, which expression shall include its successors, heirs, executors, administrators, and assigns where the context so admits,

2. **PREMISES** The LESSEE hereby leases the following described premises:

 Tenant Unit No. 8 of 337 Somerville Avenue Condominium Unit No. 4 consisting of approximately 400 square feet located on the first floor. The Premises is shown on the attached Exhibit A.

 Together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto, and the Common Seating area, the Major Courtyard, and the Trash Room, all as shown on the attached Exhibit A.

3. **DESCRIPTION OF VENDOR USE** A guest kitchen and front of house space suitable for cooking classes and food service. The space will serve as the home of Nibble, an organization devoted to supporting immigrant entrepreneurs building businesses focused on food and community.

4. **TERM** The term of this lease shall be for five (5) years commencing on the next business day following the date the LESSOR receives a Certificate of Occupancy for the base building from the City of Somerville ("Commencement Date"). Upon receipt of said Certificate of Occupancy, the LESSOR shall complete the following acknowledgment of the Term and provide a copy to the LESSEE:

 The term of this lease shall be for five (5) years commencing on 5/11/2018 and ending on 5/11/2023

5. **OPTION TERM** LESSEE shall have the right to extend the Term (the "Renewal Option") for one (1) additional period of three (3) years (the Renewal Term) commencing on the day following the expiration of the initial Term, at a rate ten (10%) percent higher than the prior year's rent if LESSOR receives notice of exercise ("Renewal Notice") not less than six (6) full calendar months prior to the expiration of the initial Term and LESSEE is not in default under the Lease at the time that LESSEE delivers its Renewal Notice or at the commencement of the Renewal Term. Rent for such Renewal Term shall escalate by 5% each year of the Renewal Term.

6. **RENT** Commencing thirty (30) days after the Commencement Date, and after receipt of an invoice at least (20) days in advance of payment due date, LESSEE shall commence payment of installments equaling three months' rent of (\$770.00 per month) until LESSEE receives a Certificate of Occupancy for the Premises, after which the LESSEE shall pay to the LESSOR quarterly payments according to the schedule below.

MSW

Year	Monthly Payment	Quarterly Invoice Amount	Annual Rent
------	-----------------	--------------------------	-------------

1	\$1,463	\$4,389	\$17,556
2	\$1,653	\$4,959	\$19,836
3	\$1,834	\$5,500	\$22,002
4	\$2,014	\$6,042	\$24,168
5	\$2,200	\$6,598	\$26,391

6. SECURITY DEPOSIT Upon the execution of this lease, the LESSEE shall hold in a City-designated account the amount of \$4,389.00 which shall be held as a security for the LESSEE's performance as herein provided.
7. ADDITIONAL RENT None.
8. UTILITIES The LESSEE shall create and maintain accounts with utility providers and directly pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. For purposes of this lease, "normal business hours" shall be the hours 5:00 a.m. to 12:00 a.m. "Regular business days" as used herein shall include Saturdays, Sundays, and holidays.
- LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.
- In the event of utility interruption, including electricity, hot and cold water, cleaning services, through the fault of the LESSOR, the LESSOR will abate the rental rate on a daily basis to be credited LESSOR's subsequent quarterly invoice.
9. USE OF LEASED PREMISES The LESSEE shall use the leased premises only for the purpose of a principal use of Restaurant and accessory use of catering With the intended use that it is a shared kitchen with front of house space suitable for cooking classes and food service to the public.
10. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

Without limiting the generality of the foregoing, (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

11. FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.
12. MAINTENANCE The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be over-loaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises, and all signs shall be approved by the City of Somerville, and the cost of all signage and approvals shall be the sole responsibility of the LESSEE.
13. LESSOR'S OBLIGATIONS The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
14. ALTERATIONS, ADDITIONS (a) LESSEE shall make no alterations, additions, or improvements in or to the Premises without the LESSOR'S prior written consent. Any such alterations, additions or improvements shall be in accordance with complete plans and specifications prepared by LESSEE and approved in advance by LESSOR. If not approved by the LESSOR within ten business days after LESSEE'S submission of complete plans and specifications, LESSOR shall be deemed to have approved such plans. Such work shall (i) be performed in a good and workmanlike manner and in compliance with all applicable laws, (ii) be made at LESSEE'S sole cost and expense and at such times and in such a manner as LESSOR may from time to time designate, and (iii) become part of the Premises and the property of LESSOR.

 (b) All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by LESSEE solely at its expense in the Premises ("LESSEE'S Removable Property") shall remain the property of LESSEE and may be removed by LESSEE at any time prior to the expiration of this Lease, provided the LESSEE, at its expense, shall repair any damage to the Building caused by such removal.

 (c) Notice is hereby given that LESSOR shall not be liable for any labor or materials furnished or to be furnished by LESSEE upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of LESSOR in and to the Premises. Whenever and as often as any mechanic's lien shall have been filed against the Property based upon any act or interest of LESSEE or of anyone claiming through LESSEE, LESSEE shall forthwith take such action by bonding, deposit or payment as will remove or satisfy the lien.

 (d) In the course of any work being performed by LESSEE, including without limitation the "field

installation" of any LESSEE'S Removable Property, LESSEE agrees to use labor compatible with that being employed by LESSOR for work in or to the Building or other buildings owned by LESSOR or its affiliates, and not to employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel providing services in the Building pursuant to arrangements made by LESSOR.

15. ASSIGNMENT, SUBLEASING
The LESSEE shall not assign or sublease the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. Any and all agreements between the LESSEE and third parties who will operate within the leased premises as part of LESSEE's use as a commissary kitchen and/or rotating food-service and retail space shall be subject to LESSOR review and written consent, which shall not be unreasonably withheld, conditioned, or delayed.
16. SUBORDINATION
This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
17. LESSOR'S ACCESS
The LESSOR or agents of the LESSOR may, at reasonable times, and with reasonable notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
18. INDEMNIFICATION AND LIABILITY
The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE, to the extent allowed by law.
19. LESSEE'S LIABILITY INSURANCE
The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000.00 with Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of LESSEE's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
20. FIRE, CASUALTY, EMINENT DOMAIN
Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

21. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The LESSEE shall fail to make any payment of any installment of rent or other sum herein when due, after receipt of a timely quarterly invoice from LESSOR; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

22. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the following addresses registered or certified mail, return receipt requested, postage prepaid:

Executive Director
Mayor's Office of Strategic Planning & Community Development
City Hall
93 Highland Avenue
Somerville, MA 02143

With additional copies of correspondence sent to:

Somerville Art Council
50 Evergreen Street
Somerville, MA 02145

City Solicitor
City Hall
93 Highland Avenue, 2nd Floor
Somerville, MA 02143

Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the address set forth in Paragraph 1 above.

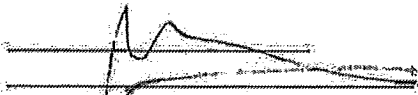
23. EARLY TERMINATION The LESSEE shall have the right to terminate this lease upon 150 day notice to the LESSOR. In the event the LESSEE exercises the right to early termination the LESSOR shall have the right to enter the Premises at reasonable times and with reasonable notice for the purpose of leasing. All other conditions of surrender, as set forth in the following section, shall apply.
24. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense.
25. BROKERAGE None.
26. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, without any representations or warranties by LESSOR except as may be provided herein, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE except as set forth herein. By taking possession of the Premises, LESSEE agrees that the Premises are in good order and satisfactory condition.
27. FORCE MAJEURE In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
28. LATE CHARGE If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.
29. LIABILITY OF OWNER No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
30. LANDLORD WORK The LESSOR shall deliver the Premises as a partially finished space to include the work described in Exhibit B attached hereto.

31. DELIVERIES AND LOADING Deliveries into the courtyard by vehicles shall be limited to the hours of 7AM to 10AM on weekdays. Vehicles shall be required to remain in designated loading areas, and such access is intended for small box trucks or vehicles. Hand delivery is permitted at all times but all deliveries may be restricted from time to time to allow for programmed events in the courtyard for which the LESSOR will provide 48 hour advance notice. Use of the marked street loading zone on Somerville Avenue is on a first come first serve basis.
32. HOURS OF OPERATION It is understood that LESSEE intends to operate between the hours of 5:00 am through 12:00 am, Monday through Sunday. LESSEE will operate in accordance with any municipal restrictions that apply.
33. CONFIDENTIALITY
34. ODORS, NOISE, GARBAGE LESSEE shall not (a) emit odors, vapors, smoke, fumes, noise or sounds from the Premises, and shall take necessary steps to minimize such emissions, and in no event shall LESSEE make any such emissions into other areas or floors of the building, common areas, the courtyard, or in other tenant's space in the building, or outside the building so as to cause a nuisance to abutters of the property, other surrounding property owners or tenants of surrounding property owners, or in violation of any applicable Laws; and (b) accumulate garbage or trash in the premises, common areas, on the property, on adjoining streets, sidewalks and ways (other than in areas designated by LESSOR for such purpose).
35. RULES AND REGULATIONS LESSOR may from time to time adopt reasonable rules and regulations for the Premises and the property of which the Premises are a part further defining the conduct of the parties hereto and establishing rules and regulations for, including but not limited to, vendor meetings, event planning, and other matters relating to the operation of the businesses at the property.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this 26 day of APRIL, 2018.

LESSOR

BwB-Square, LLC



Mark Boyes-Watson, Manager

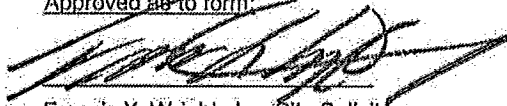
LESSEE

CITY OF SOMERVILLE



Joseph A. Curtatone, Mayor

Approved as to form:

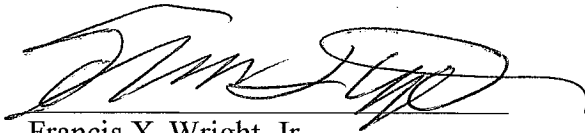


Francis X. Wright, Jr., City Solicitor

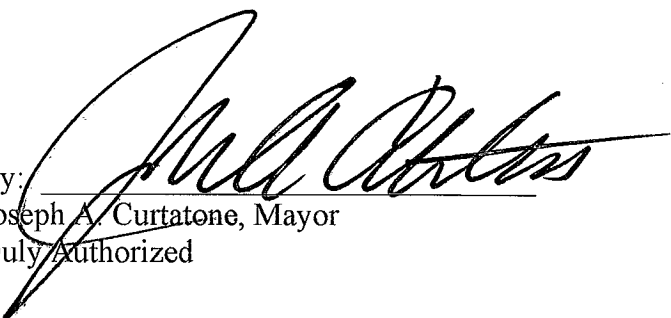
IN WITNESS WHEREOF, the parties have executed this Lease as a sealed instrument as of the day and year first above written.

TENANT: City of Somerville


Approved as to Form:



Francis X. Wright, Jr.
City Solicitor

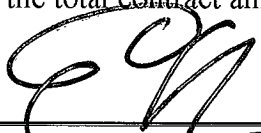
By: 
Joseph A. Curtatone, Mayor
Duly Authorized

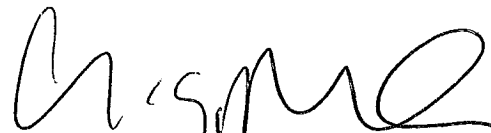
LANDLORD: BwB-Square, LLC


By: 
Mark Boyes-Watson, Manager
Duly Authorized

CITY OF SOMERVILLE

I hereby certify that, of the total contract amount of \$ 109,953.00 the sum of \$ 5,856.⁰⁰ is available at this time; and that the sum of \$ 5,856.⁰⁰ is hereby encumbered against the appropriate account for the purpose of this contract; and that as additional funds become available, I will encumber additional monies up to the total contract amount.



Edward Bean, City Auditor

Gregory Jenkins, Director of Arts Council

Angela M. Allen, Purchasing Director



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

BWB-Square LLC
(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: MA

3. The LLC is managed by (check one) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title
Mark Boyes-Watson	Manager

5. Signature: [Handwritten Signature]

Printed Name: MARK BOYES-WATSON

Printed Title: MANAGER

Date: 12/18/18

Exhibit A

(Plan of Premises)

TYPE	BASEMENT	FIRST FLOOR	SECOND FLOOR	TOTAL
UNIT 1	1451	1563	0	3014
UNIT 2	0	4769	0	4769
UNIT 3	0	33	6863	6896
UNIT 4	0	8511	8639	17250
COMMON AREA	2912	508	0	3420
TOTAL	4363	15484	15502	35349

METHOD FOR AREA CALCULATIONS:
 - OUTSIDE FACE OF OUTSIDE WALL
 - CENTERLINE OF DEMISING WALL
 - ONLY ENCLOSED BUILDING AREAS ARE INCLUDED,
 EXCEPT FOR UNIT 1 FRONT DOOR AREA.

QUALIFICATION FOR CONDOMINIUM PLANS OF MASTER DEED
 THESE PLANS WERE PREPARED BY A REGISTERED ARCHITECT AND ACCURATELY
 REFLECT THE LAYOUT, LOCATION, LINE AND DIMENSIONS OF
 UNITS 1, 2, 3, 4 AND COMMON AREAS IN THE 337 SOMERVILLE
 AVENUE CONDOMINIUM AS SHOWN.


NOTICE THAT THESE PLANS WERE PREPARED BY
 DAVID DAVIS ARCHITECTS AND ARE SUBJECT TO THE
 RECORDS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF
 MASSACHUSETTS AS SHOWN JANUARY 1, 1996.

BILL REY
 MA REG. #2014

NOTE:
 DO NOT SCALE DRAWINGS.

LINE TYPES:
 - - - - - PERIMETER OF CALCULATED AREA

DRAFT
 LAST REVISED: 02/07/17



**DAVIS
 SQUARE
 ARCHITECTS**

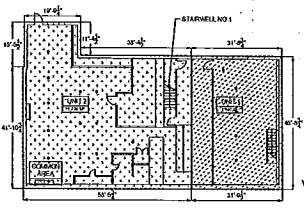
3404th St.
 Somerville, MA 02144
 617.229.5700
 www.davis-square.com

CONTRACT NO.

Project: MASTER DEED FILING
 337 SOMERVILLE AVENUE CONDOMINIUM
 FLOOR PLANS

Sheet: **BASEMENT**

Drawn by	Checked by	1
IR		
MOZ		
ADNOTED		
DATE	02/07/17	



RESERVED FOR REGISTRY USE

A-1 BASEMENT PLAN

02/07/2017 10:23:00 AM 337 Somerville Avenue 02/07/17

TYPE	BASEMENT	FIRST FLOOR	SECOND FLOOR	TOTAL
UNIT 1	1451	1563	0	3014
UNIT 2	0	4769	0	4769
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CERTIFICATION FOR CONDOMINIUM PLANS OF MASTER DEED
 I HEREBY CERTIFY THAT THIS PLAN TRULY AND ACCURATELY
 DEPICTS THE LAYOUT, LOCATION, SHAPE AND DIMENSIONS OF
 UNITS 1, 2, 3, 4 AND COMMON AREAS IN THE 337 SOMERVILLE
 AVENUE CONDOMINIUM PROJECT.
 I CERTIFY THAT THESE PLANS WERE PREPARED IN
 CONFORMANCE WITH THE RULES AND REGULATIONS OF THE
 REGISTRATION OF ESTATES OF THE COMMONWEALTH OF
 MASSACHUSETTS AS AMENDED JANUARY 1, 1978.
 BRUCE RICK
 MA REG #2014

NOTES
 * DIMENSIONAL DIMENSIONS

LINE TYPES
 - PERIMETER OF CALCULATED AREA

DRAFT
 LAST REVISED: 02/07/17

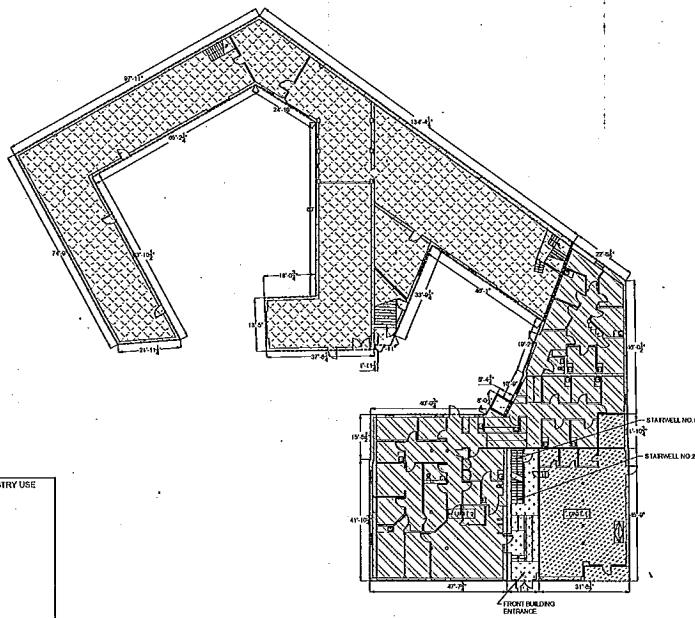
DAVIS SQUARE ARCHITECTS
 240A Elm St.,
 Somerville, MA 02144
 617.638.5700
 www.davisquare.com

CONSULTANT

Project: MASTER DEED FILING
337 SOMERVILLE AVENUE CONDOMINIUM
 FLOOR PLANS

Title:
FIRST FLOOR

Sheet No.
2



RESERVED FOR REGISTRY USE

A-1 FIRST FLOOR PLAN

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335-341 SOMERVILLE AVENUE AREA TABLE					
	TYPE	BASEMENT	FIRST FLOOR	SECOND FLOOR	TOTAL
	UNIT 1	1451	1563	0	3014
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 - ONLY ENCLOSED BUILDING AREAS ARE INCLUDED,
 EXCEPT FOR UNIT 1 FRONT DOOR AREA.

CERTIFICATION FOR CONDOMINIUM PLANS OF MASTER DEED
 I HEREBY CERTIFY THAT THIS PLAN IS TRULY AND ACCURATELY
 DEPICTS THE LAYOUT, LOCATION, DIMENSIONS AND CHARACTER OF
 UNITS, COMMON AREAS AND COMMON AREAS IN THE 337 SOMERVILLE
 AVENUE CONDOMINIUM AS SHOWN.
 I CERTIFY THAT THESE PLANS WERE PREPARED IN
 COMPLIANCE WITH THE RULES AND REGULATIONS OF THE
 RECORDS OF DEEDS OF THE COMMONWEALTH OF
 MASSACHUSETTS AS AMENDED JANUARY 1, 1978.
 BRUCE BICK
 MA REG #2014

NOTES
 * DO NOT SCALE DRAWINGS.

LINE TYPES
 - PERIMETER OF CALCULATED AREA

DRAFT
 LAST REVISED: 02/07/17

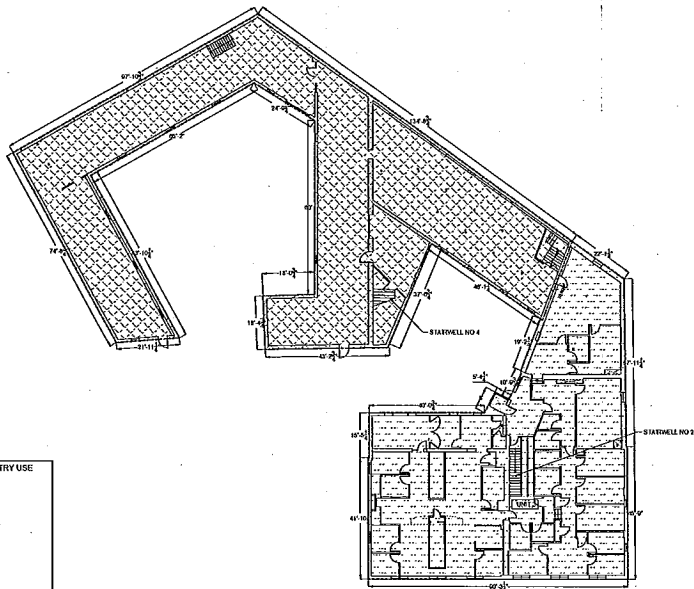
DAVIS SQUARE ARCHITECTS
 240A Elm St.
 Somerville, MA 02144
 617.638.5700
 www.davis-square.com

CORRECTIONS

Project: MASTER DEED FILING
 337 SOMERVILLE AVENUE CONDOMINIUM
 FLOOR PLANS

Scale: **SECOND FLOOR**

Sheet No.	3
Design	
Drawn	
Check	
Scale	
Date	



RESERVED FOR REGISTRY USE

A-1 SECOND FLOOR PLAN

Copyright © 2017 Davis Square Architects, Inc.

335-341 SOMERVILLE AVENUE AREA TABLE					
	TYPE	BASEMENT	FIRST FLOOR	SECOND FLOOR	TOTAL
	UNIT 1	1451	1563	0	3014
	UNIT 2	0	4769	0	4769
	UNIT 3	0	33	6863	6896
	UNIT 4	0	8611	8839	17250
	COMMON AREA	2912	508	0	3420
	TOTAL	4363	15484	15502	35349

METHOD FOR AREA CALCULATIONS:
 - OUTSIDE FACE OF OUTSIDE WALL
 - CENTERLINE OF DEMISING WALL
 - ONLY ENCLOSED BUILDING AREAS ARE INCLUDED,
 EXCEPT FOR UNIT 1 FRONT DOOR AREA.

CERTIFICATION OF CONDOMINIUM PLANS OF MASTER DEED
 I HEREBY CERTIFY THAT THIS PLAN IS TRULY AND ACCURATELY
 DRAWN TO THE LATEST LOCAL ORDINANCES AND REGULATIONS OF
 CHAPTERS 236A AND 236B AND IS IN ACCORDANCE WITH THE
 REQUIREMENTS OF THE CONDOMINIUM ACT OF MASSACHUSETTS AS AMENDED JANUARY 1, 1998.
 EXCEL INC.
 MA, REG. 00074

NOTES
 * DO NOT SCALE DRAWINGS.

LINE TYPES
 - - - - - PERIMETER OF CALCULATED AREA

DRAFT
 LAST REVISED: 02/07/17



DAVIS
SQUARE
ARCHITECTS
 240A 5th St.
 Somerville, MA 02144
 617.238.2700
 www.davis-square.com

COORDINATOR

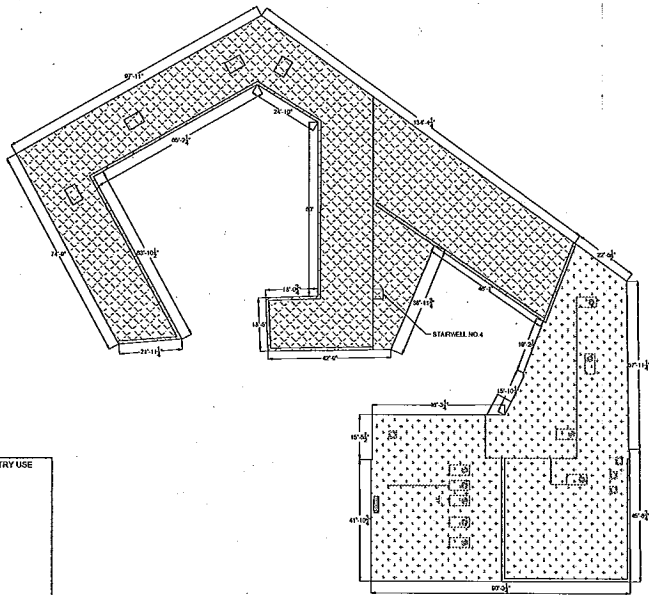
Project: MASTER DEED FILING
 337 SOMERVILLE AVENUE CONDOMINIUM
 FLOOR PLANS

DATE

ROOF

Revised	By	Checked by
02/07/17		

4



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A-1 ROOF PLAN

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Mark Boyes-Watson
Manager, BwB-Square
335 - 341 Somerville Ave.
Somerville, MA 02143

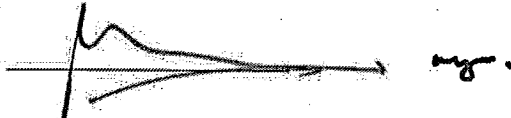
July 6th, 2017

Purchasing Director
Somerville City Hall
93 Highland Avenue,
Somerville, MA 02143

Dear Purchasing Director,

I submit this proposal in response to RFP #17-76 "for the Lease of Property for a Nibble Shared Community Kitchen in Union Square." I am submitting as the manager of BwB-Square, owner of 337 Somerville Avenue Condominium Association Unit 4. With address of 335 - 341 Somerville Ave. This property is the site Bow Market.

Regards,

A handwritten signature in black ink, appearing to read 'M. Boyes-Watson', written over a horizontal line.

Mark Boyes-Watson, Manager

APPENDIX A

CERTIFICATION OF GOOD FAITH
Pursuant to G.L. c. 30B, §10

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.

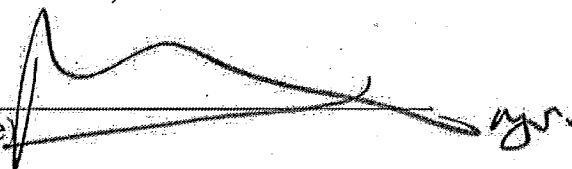
MARK A. BOTES-WATSON



(Name of person signing bid or proposal)

BUS SQUARE

(Name of Business)



(Signature)

Rent Price Proposal Form

Please complete the table below by filling in the proposed Rental Rate and utilities if separate from Base Rent. Base Rent shall be cost per square foot. If there is a cost that the City of Somerville must pay separately, please enter Extra Costs and itemize in the appropriate space below. Back up documentation to show the basis of utility costs and other extra costs must be submitted with price proposal. Total the columns for each year to determine the Total Annual Costs. Add all five Total Annual Costs items to obtain Total Cost for a 5-year lease term. **If offeror has several different spaces to propose, please fill out duplicates of this form for each space / unit proposed for the lease for a shared kitchen. **

Base Rent	Unit (sqft)	1st Year \$	2nd Year \$	3rd Year \$	4th Year \$	5th Year \$
[insert name of space / unit]	416	\$44.42	\$50.19	\$55.67	\$61.15	\$66.78
Base Rent Total		\$18,480.00	\$20,880.00	\$23,160.00	\$25,440.00	\$27,780.00

Utilities (If Separate)		\$6,253.20	\$6,253.20	\$6,253.20	\$6,253.20	\$6,253.20
--------------------------------	--	------------	------------	------------	------------	------------

Note: Utilities have been estimated based on restaurant industry standards. Comparisons for the unbuild space were not available

Extra Costs (Itemize below)						
------------------------------------	--	--	--	--	--	--

Total Annual Costs		\$24,733.20	\$27,133.20	\$29,413.20	\$31,693.20	\$34,033.20
---------------------------	--	-------------	-------------	-------------	-------------	-------------

Total Cost-5 Years (Sum of Total Annual Costs)	\$147,006.00
---	---------------------

Extra Costs (if applicable)

1						
2						
3						

Signature & Title of Person Submitting Fee Proposal:



Printed Name: Mark Boyes-Watson

Title: Manager

BwB-Sqaure - Owner

Company Name/Affiliation

30 Bow St. Somerville, MA 02143

Mailing Address (Street, City, State, ZIP)

518-312-8166

Phone

Phone (mobile)

markboyeswatson@gmail.com

zach@boyeswatsonbaum.com

Email

Addendum No. 1 to RFP 17-76



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding RFP 17-76, Lease of Property for a Nibble Shared Community Kitchen in Union Square

From: Angela M. Allen, Purchasing Director

Date: June 28, 2017

Re: Extended Proposal Deadline

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

X

MARK BOYES - CUSTOMER
Manager

Name of Authorized Signatory
Title of Authorized Signatory

The deadline for submitting a proposal in response to this RFP is extended from its originally advertised deadline of June 28, 2017 to Thursday, July 6, 2017 at 11:00 a.m.

End of Addendum #1

Addendum No. 2 to RFP 17-76



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding RFP 17-76, Lease of Property for a Nibble Shared Community Kitchen in Union Square

From: Angela M. Allen, Purchasing Director

Date: June 30, 2017

Re: Responses to Questions from Prospective Applicants

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

MARK A. BOWLES-WATSON

MANAGER

X

Name of Authorized Signatory
Title of Authorized Signatory

1. What is the name of the "Public Agency" participating in this transaction?

Response: City of Somerville

2. Bow Market itself is part of a Condominium with additional property holders not associated to the market. However, the space being considered for Nibble is not subject to that condominium and not expected to pay any condominium fees. Do we need to include the "Master Deed, Condominium Trust, and Master Deed Plans" along with our "Title Documents"?

Addendum No. 2 to RFP 17-76

Response: Yes, please provide the Master Deed, Condominium Trust and Master Deed Plans with your Title Documents.

3. There are several bullets under section C. "Term Sheet" that we are not comfortable with. If we do not include them in the lease, will the submission not be considered?

Response: The question and answer period is the time to raise any concerns and questions that you and any other prospective applicants may have. All submissions will be reviewed for consideration.

- a) Options to renew to a total potential term of 11 years

Response: While the stated sequence of five years plus two possible renewal terms of three years each, for a total possible term of eleven years is the City's strongly preferred option, the City will entertain proposals with the renewal terms that your party would consider as part of a final signed lease agreement.

The Price Proposal Form has been revised for the two optional renewal terms.

- o Specify the length of each renewal period with a minimum of a one (1) year renewal term and a maximum of a three (3) year renewal term.
- o The rent to be adjusted using the lesser of the CPI or then current fair market rents for commercial space in Union Square, or predetermined amount to be agreed upon by bidder and the City.

- b) Unqualified right on the part of the City to assign or sublet

Response: The City is revising this term by striking the word "unqualified" and adding the words "with prior written consent from the landlord"

The term now reads: "right on the part of the City to assign or sublet with prior written consent from the landlord."

End of Addendum #2

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 03/24/2017 12:28 PM
Ctrl# 259189 26491 Doc# 00043516
Fee: \$5,016.00 Cons: \$1,100,000.00



Bk: 69049 Pg: 542 Doc: DEED
Page: 1 of 3 03/24/2017 12:28 PM

UNIT DEED

Unit Four of the 337 Somerville Avenue Condominium

G.N.J. Real Estate Holdings, LLC, a Massachusetts limited liability company ("Grantor") having an address of 34 Indian Rock Drive, Saugus, Massachusetts,

for consideration paid of One Million One Hundred Thousand Dollars (\$1,100,000), grants to **BwB-Square LLC**, a Massachusetts limited liability company ("Grantee") having an address of c/o Mark Boyes-Watson, 30 Bow Street, Somerville, MA 02143,

with QUITCLAIM COVENANTS,

UNIT FOUR (the "Unit") of the 337 Somerville Avenue Condominium (the "Condominium") located at 335-341 Somerville Avenue, Somerville, Middlesex County, Massachusetts, created by Grantor pursuant to Chapter 183A of the Massachusetts General Laws ("Chapter 183A") by Master Deed dated March 24, 2017 and recorded with the Middlesex County South Registry of Deeds (the "Registry") herewith (as it may be amended from time to time, the "Master Deed"), together with (i) the Unit's fifty-four percent (54%) undivided interest in the "Common Areas" of the Condominium as defined and described in the Master Deed, as such percentage may change in accordance with the terms of the Master Deed, (ii) the Unit's fifty-four percent (54%) interest in the 337 Condominium Association established by Bylaws dated March 24, 2017, and recorded herewith in the Registry (as they may be amended from time to time, the "Bylaws") as such percentage may change in accordance with the terms of the Master Deed and the Bylaws, and (iii) the exclusive right to Limited Common Area appurtenant to the Unit as defined and described in the Master Deed.

The Unit contains approximately Seventeen Thousand Two Hundred Fifty (17,250) square feet, more or less, as shown on the plans recorded with the Master Deed to which are affixed the verified statement in the form required by Section 9 of Chapter 183A.

The post office address of the Unit is 341 Somerville Avenue, Somerville, MA 02143.

The Unit is conveyed subject to and with the benefit of:

- (a) the provisions of Chapter 183A, as from time to time they may be amended, and all other applicable law;
- (b) All rights, responsibilities, easements, interests and provisions of the Master Deed and of the Bylaws, and all rules and regulations thereto governing the operation of the Condominium, as all such documents may from time to time be amended;
- (c) Real estate taxes assessed against the Unit which are not yet due and payable;
- (d) Provisions of existing applicable building and zoning laws; and

Unit 4, 335-341 Somerville Ave., Somerville

3

(e) All easements and restrictions of record, insofar as now in force and effect.

For Grantor's title, see the Quitclaim deed dated May 2, 2014, recorded with the Middlesex County South Registry of Deed in Book 63568 and Page 175.

Grantor hereby certifies that it is not classified for the current taxable year as a corporation for federal income tax purposes and has not elected to be treated as a corporation for federal income tax purposes.

[See following page for signatures]

EXECUTED under seal as of the 24th day of March, 2017.

G N J Real Estate Holdings, LLC

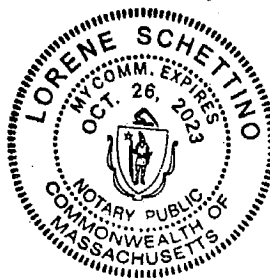
By: [Signature]
Name: Idolo Gerardo Fabrizio
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 24th day of March, 2017 before me, the undersigned notary public, personally appeared Idolo Gerardo Fabrizio, the Manager of G N J Real Estate Holdings, LLC, proved to me through satisfactory evidence of identification, which was MA license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as his free act and deed and as the free act and deed of said entity for its stated purpose.

[Signature]
Notary Public
My commission expires: 10-26-23





2017 00043507

Bk: 69049 Pg: 462 Doc: MD

Page: 1 of 30 03/24/2017 12:28 PM

MASTER DEED

OF

337 SOMERVILLE AVENUE CONDOMINIUM

Somerville, Massachusetts

~~SEE PLAN NO. 273 OF 2017~~

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MASTER DEED
OF
337 SOMERVILLE AVENUE CONDOMINIUM

G.N.J. Real Estate Holdings, LLC, a Massachusetts limited liability company (the "Declarant"), being the sole owner of certain premises located in the City of Somerville, Middlesex County, Massachusetts, as more particularly described herein, by duly executing and recording this Master Deed, does hereby submit such premises to the provisions of Chapter 183A of the Massachusetts General Laws to create a commercial condominium to be governed by and subject to the provisions of such Chapter 183A (such condominium being hereby created under the authority of Section 21 of Chapter 183A) and to that end hereby declares and provides as follows:

1. DEFINITIONS

The following terms, when used with initial capitalization in this Master Deed, shall have the following meanings:

Appurtenant Interests – With respect to a particular Unit, (i) the undivided Percentage Interest in the Common Areas appurtenant to it; (ii) the exclusive right to Limited Common Areas and/or shared exclusive right to Shared Limited Common Areas appurtenant to it; (iii) the Percentage Interest of the Unit Owner of such Unit in any Unit theretofore acquired by the Condominium Association; (iv) the interests of the Unit Owner of such Unit in any other assets of the Condominium; and (v) the membership of the Unit Owner of such Unit in the Condominium Association.

Basement Floor Level – As depicted on the Floor Plans.

Building(s) – Defined in Section 5.

Buildout – Defined in Section 11.

Buildout Rights – Defined in Section 11.

Bylaws – The bylaws enacted by the Condominium Association pursuant to the provisions of Chapter 183A and recorded with the Registry herewith, as they may be amended from time to time.

Chapter 183A – Chapter 183A of the Massachusetts General Laws, as the same may be amended from time to time.

Common Charges – The common charges payable by each Unit Owner to meet the Common Expenses of the Condominium, as further provided in the Bylaws.

Common Areas – Defined in Section 7.

Common Expenses – The expenses of operation, administration, maintenance, repair and replacement of the Common Areas, as further provided in the Bylaws.

Condominium – The condominium created by this Master Deed, commonly known as the "337 Somerville Avenue Condominium."

Condominium Association – The unincorporated association formed by the Unit Owners pursuant

to the provisions of Chapter 183A to manage and regulate the Condominium, as more particularly described in Section 13 and in the Bylaws, commonly known as the "337 Somerville Avenue Condominium Association." The mailing address of the Condominium Association is 337 Somerville Avenue, Somerville, Massachusetts 02143.

Condominium Documents – This Master Deed, together with the Bylaws and the Rules and Regulations thereto, as they may be amended from time to time.

Condominium Plans – Defined in Section 8.

Corrective Amendment – Defined in Section 12.

Declarant – Defined in preamble.

Development Plans – Defined in Section 11.

First Floor Level – As depicted on the Floor Plans.

Floor Plans – Defined in Section 8.

Front Building – Defined in Section 5.

Front Building Units – Defined in Section 6.

Front Building Common Areas – Defined in Section 7.

Future Amended Master Deed – Defined in Section 11.

Land – Defined in Section 4.

Legal Requirements – Defined in Section 9.

Limited Common Areas – Defined in Section 7.

Listed Mortgagee – A mortgagee with a first priority mortgage of record on the Unit in question of which the Unit Owner or such mortgagee has given the Condominium Association written notice, by certified mail return receipt requested, pursuant to and in conformance with the provisions of the Bylaws and Chapter 183A, specifying the name of such mortgagee and a single address to which notices are to be sent in all instances when written notice is required by the terms and provisions of the Condominium Documents or by law to be sent to a Listed Mortgagee by the Condominium Association.

Manager – Individual member of the Board.

Managing Agent – The managing agent for the Condominium that the Condominium Association may from time to time employ.

Managing Board – The board of managers of the Condominium Association, as more particularly described in Section 14 and in the Bylaws.

Percentage Interest(s) – Defined in Section 7 and shown on Exhibit B.

Property – The Land, the Buildings and all other improvements thereon of the Condominium, including the Units, the Common Areas, the Limited Common Areas and Shared Limited Common Areas and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, as described in this Master Deed.

Public Way – Somerville Avenue, including the sidewalks abutting said way.

Unit Owner or Owner – The record owner of any Unit.

Unit(s) – The units of the Condominium (Unit 1, Unit 2, Unit 3 & Unit 4 as defined in Section 6).

Unit 4 Limited Common Area – Defined in Section 7.

Rear Building – Defined in Section 5.

Registry – The Middlesex County (Southern District), Massachusetts Registry of Deeds.

Rules and Regulations – The restrictions and regulations enacted by the Condominium Association regarding the use of the Common Areas, Limited Common Areas and Shared Limited Common Areas, as authorized in Article 6 of the Bylaws and attached thereto as Schedule B, as they may be amended from time to time.

Second Floor Level – As depicted on the Floor Plans.

Shared Limited Common Areas – Defined in Section 7.

Site Plan – Defined in Section 8.

Somerville Avenue Outdoor Seating Areas – Defined in Section 7.

Stairwell No. 1 – The stairwell leading from the Basement Floor Level to the First Floor Level of the Front Building, as depicted on the Floor Plans.

Stairwell No. 2 – The stairwell leading from the First Floor Level to the Second Floor Level of the Front Building, as depicted on the Floor Plans.

Stairwell No. 3 – The exterior stairwell leading from the First Floor Level to the Second Floor Level of the Front Building, as depicted on the Site Plan.

Stairwell No. 4 – The stairwell leading from the Second Floor Level to the Roof Level of the Rear Building, as depicted on the Floor Plans.

Stairwell No. 5 – The exterior stairwell leading from the First Floor Level to the Basement Floor Level of the Front Building, as depicted on the Site Plan.

2. NAME OF CONDOMINIUM

The name of the condominium declared hereunder is the "337 SOMERVILLE AVENUE CONDOMINIUM."

3. ADDRESS OF CONDOMINIUM

The address of the condominium declared hereunder is 337 Somerville Avenue, Somerville, Massachusetts 02143.

4. DESCRIPTION OF THE LAND

The real property included within the Condominium (the "Land") consists of the premises described in Exhibit A, attached hereto and incorporated herein by reference, situated in the City of Somerville, Middlesex County, Massachusetts, subject to and with the benefit of all rights, easements, agreements, reservations and restrictions affecting the Land. The Land is depicted on the Site Plan.

5. DESCRIPTION OF THE BUILDINGS

The buildings existing on the Property (the "Buildings") are depicted on the Site Plan and consist of: (i) a two-story building with a partial basement occupying the southerly portion of the Property with a post office address of 335 - 339 Somerville Avenue, Somerville, Massachusetts (the "Front Building"), and (ii) a two-story building occupying the northerly portion of the Property with a post office address of 341 Somerville Avenue, Somerville, Massachusetts (the "Rear Building").

The Front Building is a partially wood-framed brick building partially clad with wood clapboards and partially concrete block with wood and concrete floors and contains storage space and utility access on the Basement Floor Level, commercial / restaurant space on the First Floor Level and office / commercial space on the Second Floor Level. The Rear Building is a load bearing block building with wood and concrete floors. The Rear Building contains no Basement Floor Level space and contains storage / commercial space on the First and Second Floor levels.

6. DESCRIPTION OF THE UNITS

(a) Units.

As more fully described in this Section 6 and as depicted on the Condominium Plans, the Condominium is comprised of the following four (4) Units: (i) Unit 1, (ii) Unit 2, (iii) Unit 3, and (iv) Unit 4.

(b) Boundaries of Units.

Unit 1, Unit 2 and Unit 3 (together, the "Front Building Units") together occupy the Front Building. The boundaries of the Front Building Units are more particularly described in subsections (c) through (e) and (g) below. Unit 4 consists of the Rear Building and shall include all elements of the Rear Building, interior and exterior, including without limitation all elements of the roof, foundation, basement, floors, ceilings, walls, windows and doors of the Rear Building.

All equipment of any kind located in, on or under a Unit shall be included in such Unit, including without limitation any equipment relating to the delivery of utility service, except any equipment that relates to the delivery of utility service to one or more other Units in addition to the Unit within which such equipment is located, in which case such equipment, wherever located, shall be a Common Area or Shared Limited Common Area, as the case may be, if such equipment serves one or more other Units, the use of which shall be restricted to the Units actually served by it.

(c) Description of Unit 1

Unit 1 consists of portions of the interior areas of the First Floor Level and Basement Floor Level

of the Front Building, as depicted on the Condominium Plans and including the following:

Unit 1 includes all non-structural interior walls located within the boundaries of Unit 1, portions of the floors, exterior building walls and ceilings as described below, all interior windows and doors, portions of the exterior windows and doors as described in Section 6(g) below, all portions of storefronts, all storm windows and storm doors, if any, and all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, vents, equipment, fixtures, machinery, furnishings, and other facilities for the furnishing of utilities or services exclusively to Unit 1, or that are exclusively used in connection with Unit 1, but excluding any such items to the extent they are included as Common Area, Shared Limited Common Area or part of Unit 2 as designated in the Condominium Documents, or otherwise contribute to the structure or support of the Front Building.

The boundaries of Unit 1 with respect to floors, interior walls separating Unit 1 from Unit 2 and Shared Limited Common Areas, exterior building walls and ceilings are as follows:

- (i) Floors: The top surface of the undecorated concrete slab or wood subfloor;
- (ii) Interior Walls Separating Unit 2 from Unit 1 and Shared Limited Common Area: The plane described by the surfaces, on the Unit 1 side, of the studs serving as the framework of each wall separating Unit 1 from Unit 2 and Shared Limited Common Area;
- (iii) Exterior Building Walls: The plane described by the interior plane of the curtain wall framing or the interior surfaces of the wall studs or interior surface of the concrete or masonry wall; and
- (iv) Ceilings: The unfinished lower surfaces of the metal decks or fire-rated protection of steel beams or wood framed floors or roof above;

(d) Description of Unit 2

Unit 2 consists of portions of the interior areas of the First Floor Level of the Front Building, as depicted on the Condominium Plans and including the following:

Unit 2 includes all non-structural interior walls located within the boundaries of Unit 2, portions of the floors, exterior building walls and ceilings as described below, all interior windows and doors, portions of the exterior windows and doors as described in Section 6(g) below, all portions of storefronts, all storm windows and storm doors, if any, and all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, vents, equipment, fixtures, machinery, furnishings, and other facilities for the furnishing of utilities or services exclusively to Unit 2, or that are exclusively used in connection with Unit 2, but excluding any such items to the extent they are included as Common Area, Shared Limited Common Area or part of Unit 1 as designated in the Condominium Documents, or otherwise contribute to the structure or support of the Front Building.

The boundaries of Unit 2 with respect to floors, interior walls separating Unit 2 from Unit 1 and Shared Limited Common Areas, exterior building walls, and ceilings are as follows:

- (i) Floors: The top surface of the undecorated concrete slab or wood subfloor;
- (ii) Interior Walls Separating Unit 2 from Unit 1 and Shared Limited Common Area: The plane described by the surfaces, on the Unit 2 side, of the studs serving as the framework of each wall separating Unit 2 from Unit 1 and Shared Limited Common Area;

(iii) Exterior Building Walls: The plane described by the interior plane of the curtain wall framing or the interior surfaces of the wall studs or interior surface of the concrete or masonry wall; and

(iv) Ceilings: The unfinished lower surfaces of the metal decks or fire-rated protection of steel beams or wood framed floors or roof above.

(e) Description of Unit 3

Unit 3 consists of portions of the interior areas of the Second Floor Level of the Front Building, as depicted on the Condominium Plans and including the following:

Unit 3 includes all non-structural interior walls located within the boundaries of Unit 3, portions of the floors, exterior building walls and ceilings as described below, all interior windows and doors, portions of the exterior windows as described in Section 6(g) below, all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, vents, equipment, fixtures, machinery, furnishings, and other facilities for the furnishing of utilities or services exclusively to Unit 3, or which are exclusively used in connection with Unit 3, but excluding any such items to the extent they are included as part of Common Area or Shared Limited Common Area, as designated in the Condominium Plans, or otherwise contribute to the structure or support of the Front Building.

The boundaries of Unit 3 with respect to floors, exterior building walls and ceilings are as follows:

(i) Floors: The top surface of the undecorated concrete slab or wood subfloor;

(ii) Exterior Building Walls: The plane described by the interior surface of the curtain wall framing, or the interior surfaces of the back-up wall studs or interior surface of the concrete or masonry wall; and

(iii) Ceilings: The unfinished lower surfaces of the metal decks or fire-rated protection of steel beams or wood framed floors or roof above.

(f) Description of Unit 4

Unit 4 consists of the entirety of the Rear Building, as described in Section 5 above and as depicted on the Condominium Plans.

(g) Exterior Windows and Doors in the Front Building Units

The exterior windows and doors leading from one of the Front Building Units to Common Area, Shared Limited Common Area, Limited Common Area or a Public Way are part of such Front Building Unit, and the boundary of each Front Building Unit includes, as to exterior windows, the side of the glass facing the exterior of such Front Building Unit (including trim and framing thereof) and, as to exterior doors, the side of the door facing the exterior of such Front Building Unit (including trim, framing and any door glass). Each Owner of a Front Building Unit shall have sole responsibility for the cleaning, operation, maintenance, repair and replacement of all exterior windows and doors included in its Front Building Unit, in keeping with the first-class character of the Front Building.

7. COMMON AREAS; LIMITED COMMON AREAS; SHARED LIMITED COMMON AREAS

(a) In General. The common areas and facilities of the Condominium (the "Common

Areas") are those areas and facilities of the Condominium that are for the common use of all Unit Owners. Certain portions of the Common Areas, as set forth below and as depicted on the Condominium Plans, are limited as to use to one or more, but not all, of the Unit Owners (the "Limited Common Areas" or "Shared Limited Common Areas," as the case may be). The term "Common Areas," as used in this Master Deed, may include the Limited Common Areas and the Shared Limited Common Areas, depending on the context.

(b) Common Areas

Each Unit Owner shall be entitled to an undivided interest in the Common Areas in the percentages (individually, a "Percentage Interest," or collectively, the "Percentage Interests") as set forth on Exhibit B attached hereto, as the same may be adjusted from time to time as permitted herein.

The Common Areas include the following, all as depicted on the Condominium Plans:

(i) All exterior portions of the Land (the "Exterior Area"), including without limitation the driveway and courtyards, together with all landscaping, sidewalks, lighting fixtures and equipment, planters, benches, trash receptacles and other improvements now or in the future located thereon, the air space above and around such portion(s) of the Land, and the rights of Declarant, if any, in and to any Public Way bordering such portion(s) of Land, together with the benefit of and subject to all other rights and easements created by this Master Deed and all matters of record, SUBJECT HOWEVER, to the easements and rights to use certain Exterior Area designated as "Limited Common Area" or "Shared Limited Common Area," as hereinafter provided;

(ii) Any telephone and data transmission equipment, conduit, cabling, antennas, transmitters and related devices, located on the Property but not within any of the Units, if any, and the space on or in which such equipment is housed, provided however that if such equipment serves one or more (but fewer than all) Units, it shall be Limited Common Area or Shared Limited Common Area, as applicable;

(iii) All conduits, ducts, pipes, equipment, fixtures, machinery, furnishings, transformer vaults, and other facilities for the furnishing of utilities or services, including HVAC services located on the Property but not within any of the Units, if any, and the space on or in which such equipment is housed, provided however that if such equipment serves one or more (but fewer than all) Units, it shall be Limited Common Area or Shared Limited Common Area, as applicable;

(iv) All other elements and features of the Condominium, however designated or described, excluding the Units;

(c) Limited Common Areas

(i) Limited Common Area of Unit 2

The Owner of Unit 2 shall have the exclusive right and easement to use the Unit 2 Seating Area as shown on the Site Plan for outdoor seating purposes for patrons of the business located at Unit 2 (but not for deliveries) and the Owner of Unit 2 shall be solely responsible for the repair and maintenance of the Unit 2 Seating Area and shall keep the same in clean condition free of trash and debris.

(ii) Limited Common Area of Unit 4

Except for the Limited Common Area of Unit 2 described above, all other Exterior Area shall be Limited Common Area of Unit 4 (the "Unit 4 Limited Common Area"). The Owner of Unit 4 shall be solely responsible for the repair and maintenance of the Unit 4 Limited Common Area, shall keep the same in clean, passable condition and free of trash and debris, and shall have exclusive use of the Unit 4 Limited Common Area, provided, however, that the Owners of the Front Building Units shall have the right to pass through the Unit 4 Limited Common Area for the purpose of trash removal, maintenance of the Front Building and systems serving the Front Building, access to the area shown on the Floor Plans as Stairwell No. 3, access for patrons of the owner and/or occupant of Unit 2 for ingress and egress to and from the Unit 2 Seating Area and as otherwise needed for emergency ingress and egress.

For the purposes of future rights of expansion and any appurtenant development rights pursuant to Section 12A, Unit 4 Limited Common Area shall count exclusively in favor of Unit 4 with regards to Gross Floor Area calculations, setbacks, open-space requirements or other zoning considerations and/or compliance.

It is hereby expressly reserved to the Owner of Unit 4 to grant certain access and use easements, on terms and conditions acceptable to the Owner of Unit 4 in such Owner's sole discretion, to the owners of certain parcels of land abutting the land and improvements consisting of the Condominium, known and numbered as 349 Somerville Avenue and 345-343 Somerville Avenue, and to be granted in return for certain rights and easements from the owners of such abutting parcels, all as contained in that Easement Agreement dated March 9, 2017 recorded herewith (the "Easement Agreement"), and as shown on the accompanying Easement Plan of Land prepared by Design Consultants Inc. dated December 2, 2016 and recorded contemporaneously herewith (the "Easement Plan"). By acceptance of Unit Deeds pursuant to this Master Deed, the Owners of Units 1, 2 and 3 hereby agree and consent to the terms and conditions of the Easement Agreement and the Easement Plan and agree to sign the Easement Agreement as Unit Owners, and to direct any individual such Unit Owners may appoint as a Manager pursuant to the Bylaws to sign the Easement Agreement, indicating their consent thereto if requested by the Owner of Unit 4.

(d) Shared Limited Common Areas of the Front Building Units

The Shared Limited Common Areas to which each of the Front Building Units has semi-exclusive rights include the following, all as depicted on the Condominium Plans (the "Front Building Common Areas"):

(i) The foundation, footings, columns, girders, bulkheads, beams and supports, and the roof of the Front Building (with each of the Front Building Units having the right to locate mechanical units on the roof, as the same are depicted on the Floor Plans, or as otherwise required or convenient from time to time in connection with the provision of customary mechanical services to such Front Building Units), exterior cladding, all structural or load-bearing interior walls, all exterior windows, and those portions of the floors, exterior and interior

building walls and ceilings that are not included within the boundaries of the Front Building Units as described in this Section 6, including all fire-rated enclosures thereof;

(ii) The Front Building Entranceway as to Unit 2 and Unit 3 only, as shown on the Condominium Plans;

(iii) Stairwell No. 1 leading from the Basement Floor Level to the First Floor Level;

(iv) The hallways located on the Basement Floor Level, as to all Front Building Units, and First Floor Level, as to Unit 2 and Unit 3 only;

(v) The area on the Basement Floor Level depicted as "Common Area" on the Condominium Plans, provided, however, that for one (1) year from the date that this Master Deed is recorded, the Owner of Unit 4 shall also have access to this area to the extent needed to access any utility systems serving Unit 4 and provided further that prior to the expiration of this one (1) year period the Owner of Unit 4 shall disconnect and remove all utility systems exclusively serving Unit 4 from this area at its sole expense;

(vi) The sprinkler systems, fire alarm systems, other life safety systems if any serving the Front Building Units but not Unit 4, and control panels and corridors leading thereto;

(vii) Telephone and data transmission equipment, conduit, cabling, antennas, transmitters and related devices which serve the Front Building Units but not Unit 4, and which are not owned by any Unit Owner, and the space in which such equipment is housed;

(viii) All conduits, ducts, pipes, plumbing, wiring, chimneys, shafts, flues, equipment, fixtures, machinery, furnishings, transformer vaults, and other facilities for the furnishing of utilities or services to the Front Building Units but not Unit 4, excluding however, any of the foregoing which are included as part of any of the Front Building Units; and

(ix) All other elements and features of the Front Building, however designated or described, excluding however, those included as part of the Front Building Units.

(e) Maintenance of Common Areas, Limited Common Areas and Shared Limited Common Areas

Except as otherwise specifically set forth in this Master Deed or the Bylaws, the Common Areas shall be maintained, operated, repaired and replaced as necessary by the Condominium Association and all costs and expenses thereof shall be assessed among the Unit Owners under the terms of the Bylaws in accordance with each Unit Owner's Percentage Interest as set forth on Exhibit B, as such Percentage Interest may be adjusted from time to time as permitted hereunder. Notwithstanding the foregoing, in the case of Limited Common Areas as set forth in Section 7(c)(i) and (ii), the Unit Owner having exclusive use of such Limited Common Area, shall have sole responsibility for repair and maintenance of such Unit Owner's respective Limited Common Area, and in the case of Shared Limited Common Areas of the Front Building as described above in Section 7(d), the Owners of Unit 1, 2 and 3 shall be solely responsible for repair and maintenance of such Shared Limited Common Areas of the Front Building on a pro rata basis relative to the Percentage Interest of each Front Unit Owner that shares semi-exclusive use of such Shared Limited Common Area.

For avoidance of doubt, because the Front Building and the Rear Building are separated from each other with no connection except as set forth herein, it is the intention of the Declarant, that Owners of the Units contained in each Building be responsible for the repair and maintenance of their respective

Buildings, including without limitation, the roofs, exterior walls, and foundations thereof. As such, the Owner of Unit 4 shall have no responsibility for the repair and maintenance of the Front Building and the Owners of Units 1, 2 and 3 shall have no responsibility for the repair and maintenance of the Rear Building.

(f) General Provisions

(i) Determination of Percentage Interests. The Percentage Interest of each Unit in the Common Areas as set forth on Exhibit B is in the approximate relation that the fair value of such Unit bears to the aggregate fair value of all Units as of the date of this Master Deed. Each Unit Owner shall be deemed to have consented to such Percentage Interests by its acceptance of a deed to a Unit.

(ii) Common Areas to Remain Undivided. The Common Areas shall remain undivided and no Unit Owner or other person shall bring or shall have the right to bring any action for partition or division thereof, except as may be specifically provided for herein or in the Bylaws.

(iii) Easements and Rights to Use Common Areas. Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all Common Areas, wherever located (excluding Limited or Shared Limited Common Areas to which a Unit Owner has no right, except in case of emergency and as otherwise provided herein), provided each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of other Units for their permitted purposes. Such easements shall be subject to (i) the rights of the Condominium Association to adopt Rules and Regulations governing the use of the Common Areas, (ii) any rights, easements and limitations on use contained in other portions of the Condominium Documents, and (iii) any rights, easements and other restrictions affecting title to the Property generally.

(iv) Rights of Access of Condominium Association. The Condominium Association and its agents shall have, and are hereby granted, the right of access at all reasonable times and upon not less than five (5) days' prior notice to the affected Unit Owner(s) (except in the event of an "emergency" [i.e., a condition requiring repair or replacement immediately necessary for the preservation of any portion of the Condominium, or for the safety of the occupants of any Unit or other persons, or to avoid the suspension of any necessary service to any portion of the Condominium]) to each Unit and Limited Common Area or Shared Limited Common Area thereof for purposes of operating, inspecting, protecting, maintaining, cleaning, repairing and replacing any Common Areas and correcting, terminating and removing acts or things that interfere with the Unit Owners' use and enjoyment of such Common Areas or are otherwise contrary to or in violation of the provisions of the Condominium Documents or any Legal Requirements; and the Managing Board may for such purpose require each Unit Owner to make appropriate arrangements with the Managing Board for access to its Unit or to any Shared Limited Common Area or Limited Common Area to which the Unit Owner has rights as provided in this Master Deed.

(v) Encroachment. If any portion of the Common Areas encroaches upon any portion of a Unit, or if any portion of a Unit encroaches upon any portion of any other Unit or the Common Areas as a result of (a) settling or shifting of a Building, (b) any alteration, repair or restoration of the Common Areas made by or with the consent (when and as required by the Bylaws) of the Managing Board, or made by Declarant as provided herein or in the Bylaws, or (c) any alteration, repair or restoration of any portion of the Condominium after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment, and for the maintenance of the same to the extent of and for the

duration of such encroachment.

(vi) Additional Easements. The Condominium Association shall have the right to grant such additional electric, gas, telecommunications or other easements or licenses on, over, through or under the Property, whether for utilities or otherwise, as the Condominium Association shall deem necessary or desirable, provided that such additional utilities will not prevent or unreasonably interfere with the normal conduct of business of the Unit Owners and lawful occupants of the Units for their permitted purposes, or reduce the usable area of any Unit due to the installation of any equipment or other improvements and shall not result in the imposition of any mechanics' lien against any of the Units. When so authorized by the Condominium Association, any utility company and its employees and agents shall have the right of access to any Unit or the Common Areas (including for these purposes the Limited Common Area and Shared Limited Common Area) in furtherance of such easement or license, provided such right of access shall be exercised with reasonable notice and in such a manner as to not unreasonably interfere with the occupancy of the Units for their permitted purposes.

(vii) Security. The Condominium Association may, but shall not be obligated to, maintain or support certain activities within the Units designed to make the Units safer than they might otherwise be. Notwithstanding any references herein to a security system, fire access control system or other system of a similar nature, neither Declarant, the Condominium Association nor any successor to Declarant shall be considered insurers or guarantors of security within the Units, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or the effectiveness of security measures undertaken.

(viii) Easements for Unit Owners. Each Unit Owner shall have an easement over the Limited Common Areas or Shared Limited Common Areas of such other Units as may be reasonably necessary, and upon reasonable notice to the Unit Owner(s) holding exclusive or semi-exclusive rights therein, to effectuate necessary repairs and maintenance to the Unit of such Unit Owner; provided, each Unit Owner shall exercise the foregoing rights in such a manner as not to interfere unreasonably with the use of such Limited Common Areas and Shared Limited Common Areas for their permitted purposes, and such Unit Owner shall be responsible for any damages caused by the exercise of such easement rights. In addition, the Owners of the Front Building Units shall have the right to access the area within Unit 4 shown on the Floor Plans as Stairwell No. 4 for the purpose of accessing the roof of the Front Building.

(ix) Signage, Lighting and Awning. Each Unit Owner shall have the right to install, repair, replace and maintain signage and associated lighting on the sign bands and fabric awnings on the exterior areas of the Front Building outside of their respective Units, as to the Front Building Units, and the exterior of the Rear Building, as to Unit 4, subject to the provisions of the Bylaws, Rules and Regulations and applicable law.

(xi) Somerville Avenue Outdoor Seating Areas. The areas shown on the Site Plan as Somerville Avenue Outdoor Seating Area 1 and Somerville Avenue Outdoor Seating Area 2 (the "Somerville Avenue Outdoor Seating Areas") are not part of the Property and shall not constitute part of any Unit or Common Area. The other Unit Owners shall not interfere with or directly or indirectly oppose any efforts to exercise the rights of the Owners of Unit 1 and Unit 2 to use Somerville Avenue Outdoor Seating Area 1 and Somerville Avenue Outdoor Seating Area 2 respectively, provided that such use does not interfere with any other Unit Owner's quiet use and enjoyment of its Unit. The Owners of Unit 1 and Unit 2 shall be solely responsible for obtaining any and all permits required for their uses of the Somerville Avenue Outdoor Seating Area 1 and Somerville Avenue Outdoor Seating Area 2.

8. PLANS OF THE CONDOMINIUM

The plans of the Condominium (the "Condominium Plans") consist of the following:

(a) The plan recorded concurrently with this Master Deed bearing the verified statement of a registered architect, engineer or land surveyor certifying that such plan fully and accurately depicts the subject matter thereof, as built, consisting of one sheet, entitled "Condominium Site Plan, 337 Somerville Avenue Condominium" which shows the Land, the Buildings, related improvements, and adjacent public ways, prepared by Design Consultants, Inc. and dated March 17, 2017 (the "Site Plan").

(b) The floor plans depicting each of the Units (collectively, the "Floor Plans") dated February 2, 2017 and recorded concurrently with this Master Deed, bearing the verified statement of a registered architect, engineer or land surveyor certifying that such plan fully and accurately depicts the subject matter thereof, as built, showing the layout, location, unit designations and dimensions of such Units (the "Floor Plans").

(c) In the event there are any alterations, additions, expansions, improvements and other repairs to any Unit, the Common Areas, the Shared Limited Common Areas, or Limited Common Areas that materially alter the Condominium as depicted on the Site Plan or the Floor Plans pursuant to Section 10, 11 or 12 below, the Unit Owner(s) undertaking said alterations, additions, expansions, improvements and other repairs shall, upon their completion and pursuant to Sections 10, 11 or 12 (as applicable), prepare for recording by the Managing Board at the Registry an amended Site Plan and Floor Plans, as applicable, which show the affected Land, Buildings, Floors, related improvements, and adjacent public ways, buildings and relevant landmarks and such amended Site Plan and/or Floor Plans shall thereafter supersede those preceding Condominium Plans.

9. USE OF UNITS AND COMMON AREAS

(a) Generally. The Units may be used for any lawful purpose not otherwise prohibited by the terms and provisions of this Master Deed or the Bylaws or any document affecting title to the Land or any applicable portion thereof. Any Owner of a Unit may rent or lease any portion of its Unit, subject to Legal Requirements (and subject to the requirements for approval, if any, of any Listed Mortgagee, as applicable).

(b) Commercial Uses. All Units shall be designed and used for commercial purposes only. No Units are designed for occupancy by a family or household and no units shall be used for residential purposes.

(c) Compliance with Covenants. All Units shall be used consistently with any covenants or other restrictions imposed on the title thereof.

(d) Compliance with Legal Requirements. No Unit or other portion of the Condominium shall be used for any purpose prohibited by applicable law, order, rule, regulation, permit or approval of any court, governmental entity or governmental agency of competent jurisdiction (hereinafter collectively referred to as the "Legal Requirements"). Compliance with all Legal Requirements shall be accomplished by and at the sole cost and expense of the Unit Owners, respectively, as to each's Unit. Each Unit Owner shall give prompt notice to the Managing Board of any written notice it receives of any violation of any Legal Requirements affecting its or any other Unit or the Condominium.

Notwithstanding the foregoing, any Unit Owner may, at its sole cost and expense, defer compliance with and contest by appropriate proceedings prosecuted diligently and in good faith, the

validity or applicability of any Legal Requirements affecting its Unit, or any portion of the Condominium which such Unit Owner is obligated to maintain and repair, and the Condominium Association shall cooperate with such Unit Owner in such proceedings, provided the Unit Owner shall (i) indemnify and hold harmless the Condominium Association and each other Unit Owner against all liability, loss or damage that any of them respectively may suffer by reason of such contest or noncompliance, including reasonable attorneys' fees, court costs, and other reasonably incurred expenses (the Condominium Association hereby retaining the right to enforce such obligation by assessing the same to such Unit Owner as a Common Charge, and until such Common Charge is paid by the Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of the Bylaws and Section 6 of Chapter 183A), and (ii) periodically keep the Managing Board apprised as to the status of such proceedings. Such Unit Owner need not comply with such Legal Requirement(s) for so long as it is contesting the validity or applicability thereof, provided (x) such noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, (y) such noncompliance shall not adversely affect any other Unit Owner's use and enjoyment of its Unit or the Common Areas, and (z) no part of the Condominium shall be subject to being condemned by reason of any such noncompliance.

If any governmental license or permit (other than a license or permit applicable to the Condominium as a whole) shall be required for the proper and lawful conduct of business in any particular Unit, and if the failure to secure such license or permit would in any way materially and adversely affect any other Unit or the Condominium Association, the Owner of such Unit shall obtain such license or permit, submit the same to inspection by the Managing Board upon the Managing Board's request, and shall comply with all of the terms and conditions thereof, all at such Owner's sole cost and expense.

(e) Nuisance Uses. No Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any Legal Requirements or the Rules and Regulations. For the purpose of this Section 9(i), the Managing Board's good faith decision as to what constitutes a nuisance shall be binding on the Unit Owners, provided however, that such good faith decision shall take into account the current allowed use of any such Unit (i.e. some level of cooking odors and sound being reasonable and unavoidable when emanating from a restaurant/bar use) when determining that any such condition constitutes a nuisance.

(f) Construction Activities. No construction or repair work or other installations involving noise shall be conducted on the Property, including within any Unit except on weekdays (not including legal holidays) between the hours of 7:00 a.m. and 7:00 p.m., unless necessitated by emergency. Construction and repair work for Units 1, 2 and 3 requiring deliveries of materials or equipment and/or disposal of trash or debris within the Unit 4 Limited Common Area shall be scheduled at least 48 hours in advance with the Owner of Unit 4. Each Unit Owner shall be responsible for ensuring that its contractors follow the instructions of the Managing Board or Managing Agent, if any, concerning their activities on the Property.

Each Unit Owner shall be responsible for any damage to any Common Areas or other Units attributable to such Unit Owner's construction or repair work. Prior to the commencement of construction or substantial repair work, a Unit Owner shall provide the Managing Board with evidence of such insurance as the Condominium Association may require pursuant to the provisions of this Master Deed and the Bylaws. All construction and repair work shall be carried out in accordance with the provisions of this Master Deed and the Bylaws.

(g) Condition and Appearance of Units and Common Areas. Each Unit Owner shall keep its Unit in a good state of preservation, repair and cleanliness, and shall maintain the exterior of its Unit, including, but not limited to, the windows and doors leading to public ways or and Common Areas, in an aesthetically pleasing manner as determined in the reasonable discretion of the Managing Board. Nothing

shall be swept or thrown from any level of such Unit, or from the doors, windows or terraces thereof. During any major renovation or redevelopment of a Unit pursuant to Sections 10, 11 or 12 below, the Owner of such Unit prosecuting such renovation or redevelopment shall be exempt from this provision to the extent reasonably necessary to facilitate the renovation or redevelopment of such Unit provided same is performed diligently and without interruption. Notwithstanding anything to the contrary in this Master Deed, all renovations, repairs and any other work done with regard to the exterior structure of any building on the Property shall at all times comply with the historic preservation requirements or standards of any other entity that from time to time may have jurisdiction over the Property.

(h) Window Treatments. All draperies, as well as any other window treatments and hanging material, must be fire-resistant and in compliance with standards set by the Insurance Services Office (ISO), or its successors, and may not be installed closer than one inch to heating units. The Condominium Association may include in the Rules and Regulations any requirements as it deems reasonably necessary or appropriate relating to window treatments or displays in any of the Units.

(i) Electrical Equipment. All radio, television, computer or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Insurance Services Office (ISO), or its successors, and the public authority having jurisdiction over such equipment, and the Unit Owner alone shall be liable for any damage or injury caused by any such equipment in such Unit. No satellite dishes or antennas shall be affixed to any Unit without the prior approval of the Managing Board; provided, however, the Managing Board shall not unreasonably withhold approval of any satellite dish or antenna which may be attached to any roof.

(j) Benefit of Restrictions; Enforcement. The foregoing restrictions on the permitted uses of Units and any Common Areas shall be for the benefit of all Unit Owners and shall be enforceable solely by the Condominium Association. Except as otherwise noted, such restrictions are intended to be perpetual so long as the Condominium remains in effect. The foregoing restrictions on permitted uses shall not be deemed to have been abrogated or waived by reason of any failure by any party to enforce the same, regardless of the number of violations or breaches which may have occurred without enforcement.

10. ALTERATION, SUBDIVISION AND COMBINATION OF UNITS

(a) Subject to the provisions set forth below, and provided that the alterations, additions, modifications, improvements and/or repairs hereafter described do not materially and adversely affect any other Unit Owner's use and enjoyment of its Unit or any of the Common Areas, and are completed in compliance with all Legal Requirements and the Rules and Regulations, at any time, and from time to time, without the necessity of the consent of any other Unit Owner, any Listed Mortgagee, or the Managing Board, a Unit Owner may make alterations, additions, improvements and other repairs to its Unit in order to (1) to divide its Unit into separate leaseable or rentable areas; or (2) subdivide (which term shall include the relocation of interior walls, ceilings, or other boundaries within the Unit being subdivided) its Unit into two or more separate Units; or (3) combine or recombine one or more Units held in common ownership, and in connection with the alteration, modification, subdivision or combination of Units, to reassign such Unit's Limited Common Areas for the exclusive use of one of the newly created Units or Shared Limited Common Areas to be shared exclusively among two or more of the newly created Units.

(b) Alteration, modification, subdivision or combination of a Unit or Units shall not result in any increase or decrease to the Percentage Interest and/or any obligation of any other Unit except for the Units being modified, altered, subdivided or combined (such Units being the "newly created Units"). The Percentage Interest of any Unit resulting from the combining of Units must equal the sum of the total of the Percentage Interest of the individual Units so combined, and the sum of the Percentage Interest of any

Units resulting from the subdivision of a Unit must exactly correspond to the Percentage Interest of the Unit so divided. The owners of such newly created Units shall collectively be entitled to appoint to the Managing Board the number of Managers then allocated under the terms of this Master Deed to the original Unit.

(d) No subdivision or combination of Units shall become effective until written notice thereof is delivered to the Managing Board, and an amendment to this Master Deed is prepared by the Unit Owner(s) causing such division or combination, which amendment shall be in a form reasonably satisfactory to the Managing Board and recorded at the Registry by the Managing Board. Such amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a description of the newly created Units, (ii) amended floor plans showing the Unit(s) created thereby, (iii) a revised Exhibit B setting forth the adjusted Percentage Interests of each Unit based on the division or combination of the square footage of the original Unit(s) among the newly created Units, (iv) a description of any changes to the Common Areas resulting from such subdivision, (v) a description of any new Limited Common Areas or Shared Limited Common Areas created in connection with such subdivision, and (vi) a description of the manner in which the owners of the newly created Units shall appoint the original Unit's allocated Manager(s) (the Managing Board hereby retaining the right to approve such manner of appointment, which approval right shall be limited to ensuring that such manner of appointment is not likely to negatively impact the timely and proper functioning of the Managing Board). The costs and expenses of recording and preparing the foregoing amendment (including reasonable attorneys' fees), and of the Managing Board's and other Unit Owners' costs of reviewing and approving the same (including reasonable attorneys' fees), shall be borne by the Unit Owner(s) undertaking the subdivision.

(e) Any Unit Owner(s), or assignee(s) thereof, undertaking construction in connection with the exercise of its(their) rights under this Section 10 shall maintain additional insurance in full force and effect throughout the construction period, as may be required by the Bylaws. Such Unit Owner(s) further agree that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner(s), in a good and workmanlike manner and in accordance with all Legal Requirements and the Rules and Regulations, (ii) no construction, reconstruction, or renovation shall be undertaken that will affect or endanger the structure of any other Unit or the mechanical systems of the Condominium without the written approval of the applicable Unit Owner and the Managing Board, (iii) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit or the Common Areas, and (iv) such Unit Owner shall provide to the Condominium Association evidence of liability insurance in amounts reasonably acceptable to the Condominium Association. Any Unit Owner performing such work shall be responsible for any damage to other Units or any Common Areas caused by or attributable to such work, and at the request of the Condominium Association, such Unit Owner shall by written agreement in form reasonably acceptable to the Condominium Association indemnify the other Unit Owners, the Condominium Association and the Managing Board against any liability resulting from such construction activities and any liens for labor or materials in connection with such work.

11. INITIAL BUILDOUT:

A. Buildout of the Condominium. The Condominium is subject to the right and easement hereby reserved to the Unit Owners and their successor(s)-in-title (the "Buildout Rights") for a period ending eighteen (18) months after the date on which this Master Deed is recorded, to (i) reconfigure the Units and Common Areas (the "Buildout") as shown on or contemplated by the Development Plans dated February 8, 2017 and recorded concurrently herewith (the "Development Plans"), and (ii) after completion of the Buildout, cause to be recorded an Amended and Restated Master Deed of the Condominium (the "Future Amended Master Deed") in accordance with Section 10(d) above. By its acceptance of a deed or mortgage to a Unit any person who takes title to such Unit or makes a mortgage loan to the Owner of such Unit will be deemed to have acknowledged and

agreed to the Unit Owners' Buildout Rights.

B. Units to be Altered by Buildout. As shown in the Development Plans and as described in the Future Amended Master Deed, the present configuration of the Units and the Common Areas will be altered by the construction of the Buildout, and by its acceptance of a deed or mortgage to a Unit any person who takes title to such Unit or makes a mortgage loan to the Owner of such Unit will be deemed to have acknowledged and agreed to such potential alteration in configuration of the Units and the Common Areas.

C. Unit Owners to Pay for Buildout Costs and Complete Buildout. By its acceptance of a deed or mortgage to a Unit any person who takes title to such Unit or makes a mortgage loan to the Owner of such Unit will also be deemed to have agreed that the Owner taking title will pay for and complete its portion of the Buildout within eighteen (18) months from the date on which this Master Deed is recorded.

D. Buildout Rights to be Exercised by All Units Owners in Concert; Partial Completion of Buildout. The Buildout Rights shall run with the land such that, if a Unit Owner conveys a Unit, such Unit Owner's successor or successors in title as to such Unit(s) shall take title with the benefit of, and subject to, the Buildout Rights. The Buildout Rights shall be exercised by the Unit Owners in concert and each Unit Owner shall cooperate with the other Unit Owners in completing the Buildout and in executing and recording the Future Amended Master Deed. In the event that any one or more Unit Owners fail to complete the Buildout associated with its Unit within eighteen (18) months of the recording of this Master Deed, then, notwithstanding anything else in the Condominium Documents to the contrary, any other Unit Owner who has completed the Buildout work associated with its Unit shall have the right to cause the Future Amended Master Deed to be modified and the Condominium Documents to be amended to reflect the modification of its Unit and associated modifications to the Common Areas completed in accordance with the Development Plans, and all of the Unit Owners hereby agree to cooperate in order to facilitate such an amendment to the Condominium Documents.

E. Easements Appurtenant to Buildout Rights. The Unit Owners shall have the right to have as an appurtenance to the Buildout Rights, and in connection with the completion of the Buildout, an easement to pass and repass by vehicle and on foot in, upon and over the Property, including the right to store equipment and supplies, so far as the same are necessary and convenient for the completion of the Buildout, provided, however, that no Buildout activities shall materially interfere with another Unit Owner's ability to occupy or otherwise enjoy the use of its Unit or any portion of the Common Area, and by its acceptance of a deed or mortgage to a Unit any person who takes title to such Unit or makes a mortgage loan to the Owner of such Unit will be deemed to have acknowledged and agreed to such retained easement. The Unit Owners shall use commercially reasonable efforts to avoid interference with the use and enjoyment of any Unit and the Common Areas during the course of completing the Buildout.

12. FUTURE RIGHTS OF EXPANSION:

A. Reservation of Right to Expand Unit 4

Without any requirement to obtain the consent of any other Unit Owner, the Managing Board, or any Listed Mortgagee, the Owner of Unit 4 shall have the right to expand Unit 4 by constructing an additional floor level above the roof of the Rear Building and to enclose and/or cover portions of the Unit 4 Limited Common Areas with a roof, which enclosed or covered areas may, at the option of the Owner of Unit 4, become part of Unit 4; provided, however, that any such enclosure or covering of the Unit 4 Limited Common Areas shall not adversely affect the Unit 2 Seating Area or inhibit access thereto. Such expansion must be completed in compliance with all Legal

Requirements and the Rules and Regulations, and subject to the following provisions:

(i) Upon electing to expand Unit 4, the Unit 4 Owner shall give written notice to the Managing Board, the Condominium Association, its Mortgagees and the other Unit Owners.

(ii) Upon completion of the expansion, an amendment to this Master Deed and the Condominium Plans shall be prepared by the Owner of Unit 4, which amendment shall be in a form reasonably satisfactory to the Managing Board and recorded at the Registry by the Managing Board. Such amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a new description of the expanded Unit 4, (ii) amended floor plans showing the expanded Unit 4, (iii) a revised Exhibit B setting forth the adjusted Percentage Interests of each Unit based on the increased square footage of Unit 4 in proportion to the square footage of the other Units, provided that the Managing Board shall be entitled to approve the reallocation of the Percentage Interest of the Units, which approval shall not be unreasonably withheld, conditioned or delayed, (iv) a description of any changes to the Common Areas resulting from such expansion, and (v) a description of any new Limited Common Areas or Shared Limited Common Areas created in connection with the expansion. The costs and expenses of recording and preparing the foregoing amendment (including reasonable attorneys' fees), and of the Managing Board's and other Unit Owners' costs of reviewing and approving the same (including reasonable attorneys' fees), shall be borne by the Owner of Unit 4.

(iii) Prior to undertaking the construction in connection with the exercise of its rights under this Section 12(A), the Owner of Unit 4 shall obtain and maintain additional insurance in full force and effect throughout the construction period, as may be required by the Bylaws. The Owner of Unit 4 further agrees that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner(s), in a good and workmanlike manner and in accordance with all Legal Requirements and the Rules and Regulations, (ii) no construction for the expansion shall be undertaken that will affect or endanger the structure of any other Unit or the mechanical or any other systems of the Condominium or any Unit without the written approval of the applicable Unit Owner and the Managing Board, (iii) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit, the Common Areas, the Shared Limited Common Areas or the Limited Common Areas, and (iv) the Owner of Unit 4 shall provide to the Condominium Association evidence of liability insurance in amounts reasonably acceptable to the Condominium Association.

(iv) The Owner of Unit 4 performing such work shall be responsible for any damage to other Units or any Common Areas, the Shared Limited Common Areas or the Limited Common Areas caused by or attributable to such work, and at the request of the Condominium Association, the Owner of Unit 4 shall by written agreement in form reasonably acceptable to the Condominium Association indemnify the other Unit Owners, the Condominium Association and the Managing Board against any liability resulting from such construction activities and any liens for labor or materials in connection with such work. The Managing Board may, at the Owner of Unit 4's expense, remove any improvements made pursuant to this Section 12A and restore areas affected by such improvements in the event that such improvements are not diligently pursued or are abandoned.

B. Reservation of Right to Expand Unit 3.

Provided that written consent is first obtained from the Managers appointed by the other Front Building Unit Owners, which consent may be withheld or conditioned in the sole and absolute discretion

of the other Front Building Unit Owners, the Owner of Unit 3 shall have the right to expand Unit 3 by constructing an additional floor level above the current roof of the Front Building. Such expansion must be completed in compliance with all Legal Requirements and the Rules and Regulations, subject to the following provisions:

(i) Upon electing to proceed with the expansion of Unit 3, the Unit 3 Owner shall give written notice to the Managing Board, the Condominium Association, its Mortgagees, and the other Unit Owners.

(ii) Upon completion of the expansion, an amendment to this Master Deed and the Condominium Plans shall be prepared by the Owner of Unit 3, which amendment shall be in a form reasonably satisfactory to the Managing Board and recorded at the Registry by the Managing Board. Such amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a new description of the expanded Front Building and Unit 3, (ii) amended floor plans showing the expanded Front Building and Unit 3, (iii) a revised Exhibit B setting forth the adjusted Percentage Interests of each Unit based on the increased square footage of the expanded Unit 3 in proportion to the square footage of the other Units, provided that the Managing Board shall be entitled to approve the reallocation of the Percentage Interest of the Units, which approval shall not be unreasonably withheld, conditioned or delayed, (iv) a description of any changes to the Common Areas resulting from such expansion, (v) a description of any new Limited Common Areas or Shared Limited Common Areas created in connection with the expansion. The costs and expenses of recording and preparing the foregoing amendment (including reasonable attorneys' fees), and of the Managing Board's and other Unit Owners' costs of reviewing and approving the same (including reasonable attorneys' fees), shall be borne by the Owner of Unit 3.

(iii) Prior to undertaking the construction in connection with the exercise of its rights under this Section 12(B), the Unit 3 Owner shall obtain and maintain additional insurance in full force and effect throughout the construction period, as may be required by the Bylaws. The Unit 3 Owner further agrees that (i) all such construction shall be performed at the sole cost and expense of the Unit 3 Owner, in a good and workmanlike manner and in accordance with all Legal Requirements and the Rules and Regulations, (ii) no construction for the expansion shall be undertaken that will affect or endanger the structure of any other Unit or the mechanical or any other systems of the Condominium or any Unit without the written approval of the applicable Unit Owner and the Managing Board, (iii) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit, the Common Areas, the Shared Limited Common Areas or the Limited Common Areas, and (iv) the Unit 3 Owner shall provide to the Condominium Association evidence of liability insurance in amounts reasonably acceptable to the Condominium Association.

(iv) The Unit 3 Owner shall be responsible for any damage to other Units or any Common Areas, the Shared Limited Common Areas or the Limited Common Areas caused by or attributable to such work, and at the request of the Condominium Association, the Unit 3 Owner shall by written agreement in form reasonably acceptable to the Condominium Association indemnify the other Unit Owners, the Condominium Association and the Managing Board against any liability resulting from such construction activities and any liens for labor or materials in connection with such work.

13 AMENDMENTS TO MASTER DEED

(a) In General. Except as otherwise provided in Sections 10(d), 11.A., 12.A.(ii) and 12.B.(ii) above, and Sections 13(b), 16(a) and 16(e), below, this Master Deed may be amended only by an

instrument in writing signed by Managers appointed by Unit Owners representing at least eighty percent (80%) of the Percentage Interests and duly recorded with the Registry, provided, however, that:

(i) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon and no such instrument shall be of any force or effect unless the same has been recorded with the Registry within six (6) months after such date;

(ii) No instrument of amendment affecting any Unit in a manner that impairs the security of a Listed Mortgagee thereof shall be of any force or effect unless, in addition to the voting requirements specified herein, the same has been consented to by such Listed Mortgagee;

(iii) No amendment which alters, amends or modifies this Master Deed in any manner which would substantially interfere with the availability or usefulness of any Unit for the uses permitted hereunder, shall be of any force or effect unless the Owner of the affected Unit shall assent thereto in writing; and

(iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force and effect. Further, no instrument of amendment which alters this Master Deed in any manner which would render Section 21 of Chapter 183A inapplicable to the Condominium shall be of any force and effect unless the intent to do so is explicitly stated in such amendment.

(b) Corrective Amendments. Nothing in this Section 13 shall be deemed to impair the right of Declarant, at any time and from time to time, until the closing of the sale of the last Unit within the Condominium has been concluded, to amend, alter, add to or change this Master Deed without the consent of any Unit Owner (or any mortgagee thereof), the Condominium Association, or any other person or entity, by an instrument in writing signed and acknowledged by Declarant and duly recorded with the Registry for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Master Deed or to any or all of the Condominium Plans; (b) enabling Declarant to exercise any of its rights reserved herein, or (c) bringing this Master Deed into compliance with Chapter 183A, to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Areas (collectively, the "Corrective Amendments"). Each Unit Owner, its successors, assigns and mortgagees shall, by the acceptance and recording of the deed or mortgage to the applicable Unit, as applicable, irrevocably appoints Declarant, its successors, assigns, and mortgagees, as its attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary to accomplish the provisions of this paragraph.

14. GOVERNANCE OF CONDOMINIUM

The Unit Owners have formed the Condominium Association and have enacted the Bylaws and the Rules and Regulations thereto. The rights and responsibilities of the Managing Board are as specified in the Bylaws.

The Managers hereby appointed to serve on the initial Managing Board and the persons entitled to appoint their successors, in accordance with the procedures set forth in the Bylaws, are as follows:

<u>Manager Number</u>	<u>Name</u>	<u>Successor to be appointed by</u>
1	Idolo Gerardo Fabrizio	Owner from time to time of Unit 1
2	Idolo Gerardo Fabrizio	Owner from time to time of Unit 2

3	Idolo Gerardo Fabrizio	Owner from time to time of Unit 3
4	Idolo Gerardo Fabrizio	Owner from time to time of Unit 4

15. TERMINATION OF CONDOMINIUM

The Condominium shall continue and shall not be subject to an action for partition (unless terminated by casualty, loss, condemnation, or eminent domain, as more particularly described in the Bylaws) until such time as its withdrawal from the provisions of Chapter 183A is authorized by unanimous vote of the Unit Owners. No such vote shall be effective, however, without the written consent of all Listed Mortgagees, if any. In the event withdrawal is authorized as aforesaid, the Property shall be owned in common by the respective Unit Owners in accordance with their Percentage Interests, and the Condominium shall be subject to an action for partition by any Unit Owner, and in the event of a sale of the Property the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Percentage Interests; provided, however, that no payment shall be made to a Unit Owner until all liens on its Unit have been satisfied in full in the order of priority of such liens.

16. PROTECTION OF MORTGAGEES

The following provisions of this Section 16 shall apply notwithstanding any other provisions of the Condominium Documents to the contrary, and shall be in addition to any other mortgagee protections contained herein.

(a) Limitations on Unit Owners. Except as may be otherwise provided by applicable law, in case of condemnation or substantial loss to the Units and/or the Common Areas, unless Listed Mortgagees representing in the aggregate at least eighty percent (80%) of the total Percentage Interests of the Units that are subject to mortgages have given their prior written approval, neither the Unit Owners nor the Condominium Association by amendment to this Master Deed or otherwise, shall:

(i) by act or omission, seek to abandon or terminate the Condominium;

(ii) change the pro-rata interest or obligations of any individual Unit as specified in the Bylaws for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the Percentage Interest of each Unit;

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas as set forth herein shall not be deemed an action for which prior approval of a Listed Mortgagee shall be required under this subsection; or

(iv) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Areas) for other than the repair, replacement or reconstruction of such property of the Condominium, or for reserves therefor.

(b) Mortgagee Liability for Common Charges. Except as may be otherwise provided by applicable law, any mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will be liable for such Unit's unpaid Common Charges (including special assessments) which accrued prior to the acquisition of title to such Unit by such mortgagee.

(c) Distributions. Except as may be otherwise provided by applicable law, in no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of any

Listed Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas.

(d) Mortgagee Notifications. Unless otherwise required by applicable law, any Listed Mortgagee, upon written request to the Condominium Association, which request shall include the Listed Mortgagee's name and address and the Unit against which the mortgage in question has been placed, will be entitled to:

- (i) timely written notification of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;
- (ii) timely written notification of any 60-day delinquency in the payment of special assessments or Common Charges owed by the Owner of the Unit on which it holds the mortgage;
- (iii) timely written notification of a lapse, cancellation or material modification of any insurance policy maintained by the Condominium Association;
- (iv) timely written notification of any proposed action that requires the consent of a specified percentage of Listed Mortgagees pursuant to this Master Deed or Chapter 183A;
- (v) inspect the Condominium Association's books and records during normal business hours or as otherwise specified in Chapter 183A, upon at least three (3) business days' written notice;
- (vi) receive an audited annual financial statement of the Condominium Association's expenses within one hundred twenty (120) days following the end of the Condominium Association's fiscal year; and
- (vii) any other notification required by applicable law.

(e) Amendments. Unless both (i) Managers representing at least eighty percent (80%) of the Unit Owners' Percentage Interests, and (ii) at least eighty percent (80%) (based upon one vote for each Unit subject to a mortgage) of the Listed Mortgagees have given their prior approval, no amendment shall be adopted which would make any material change to this Master Deed or the Bylaws (other than Corrective Amendments). Except as expressly stated herein, a change with respect to any of the following matters is hereby deemed to be material:

- (i) voting or approval rights;
- (ii) reductions or increases in reserves for maintenance, repair and replacement of Common Areas;
- (iii) responsibility for maintenance and repair of the Condominium;
- (iv) reallocation of interests in the Common Areas, or rights to their use;
- (v) reallocation of Common Charges;
- (vi) boundaries of any Unit;
- (vii) convertibility of Units into Common Areas or of Common Areas into Units;

- (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as provided in the Condominium Documents;
- (ix) insurance requirements;
- (x) imposition of any restrictions on the leasing or use of Units other than as set forth in the Condominium Documents;
- (xi) imposition of any right of first refusal or similar restriction in favor of the Condominium or Condominium Association on the right of a Unit Owner to sell, transfer or otherwise convey its Unit other than as set forth in the Condominium Documents;
- (xii) restoration or repair of the Property (after a casualty loss or partial condemnation) in a manner other than as specified in the Condominium Documents;
- (xiii) any action to terminate the Condominium after substantial destruction or condemnation occurs; and
- (xiv) any provisions of the Condominium Documents that expressly benefit Listed Mortgagees.

Notwithstanding anything in this Master Deed or the Bylaws to the contrary, no amendment to this Master Deed that would impair the security interest of a Listed Mortgagee shall take effect unless, in addition to the voting requirements specified herein, such amendment has been consented to by such Listed Mortgagee. Any Listed Mortgagee that does not object in writing to an amendment within sixty (60) days of a written request by the Condominium Association for approval of any amendment pursuant to this Section 16(e) shall be deemed to have consented to the amendment set forth in such request; provided that any such request by the Condominium Association is sent to the Listed Mortgagees by certified mail, return receipt requested. An affidavit signed by all of the Managers of the Managing Board making reference to this Section 16, recorded with the Registry, shall be conclusive against all persons as to the facts set forth therein.

17. PROTECTION OF COMMERCIAL TENANTS

Unless otherwise required by applicable law, any commercial tenant of a Unit upon written request to the Condominium Association, which request shall include the commercial tenant's name and address and the Unit in which the commercial tenant in question is a tenant, will be entitled to:

- (a) timely written notification of any condemnation or casualty loss that affects a material portion of the Unit in which it holds a leasehold right; and
- (b) timely written notification of any 60-day delinquency in the payment of special assessments or Common Charges owed by the Owner of the Unit in which it holds a leasehold right.

18. MISCELLANEOUS

(a) Covenants Running with the Land. All provisions of the Condominium Documents shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the

owners of all or any part thereof, or interest therein, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future Owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of the Condominium Documents, as the same may be amended from time to time. The acceptance of a deed or mortgage or the execution of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Condominium Documents, as the same may be amended from time to time duly in accordance with the provisions thereof, are accepted and ratified by such Owner, tenant or occupant, or mortgagee, and all such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed, lease or use and occupancy agreement thereof.

(b) Condominium Association's Right to Cure. If any Unit Owner shall fail to perform any work or take any action required to be done or taken by such Unit Owner pursuant to the Condominium Documents, the Condominium Association, after giving written notice to Listed Mortgagees of such Unit of such failure to perform or take action and allowing such Listed Mortgagee not less than thirty (30) days to cure any such failure, may, but shall not be required to, do so and assess such Unit Owner for the costs thereof for which such Unit Owner shall be liable in addition to and as part of such Unit Owner's share of the Common Expenses, and until such Common Charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of this paragraph and the provisions of Section 6 of Chapter 183A.

(c) Declarant as Owner of Units. In the event that and for such period as Declarant for any reason retains ownership of any Units, Declarant shall have the same rights and obligations as other Unit Owners under the Condominium Documents.

(d) Reference to Unit Owner; Liability of Unit Owners. Unit Owners shall be responsible for complying with all provisions of this Master Deed that regulate their conduct, and shall be responsible for the compliance therewith by their tenants and assigns, their (or such tenant's or assign's) employees, agents, visitors, guests, invitees or licensees. Each Unit Owner shall be responsible to the Condominium Association for any violation of the provisions of the Condominium Documents by any such person or persons.

(e) Invalidity. The invalidity of any one or more provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

(f) Covenant of Further Assurances. Any party subject to the terms of this Master Deed, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a Manager, the Condominium Association, the Managing Board or Declarant, shall upon reasonable prior written notice and at the sole cost and expense of such other party subject to the terms of this Master Deed requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other actions as such other party may reasonably request to effectuate the provisions of this Master Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(g) Waiver. No provision of this Master Deed shall be deemed to have been abrogated or waived by reason of any failure by any party to enforce the same, regardless of the number of violations or breaches which may occur.

(h) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

(i) Conflict with Chapter 183A. This Master Deed is intended to comply with the requirements of Chapter 183A, and to describe a condominium that falls within the coverage of Section 21 thereof. In the event any of the provisions herein conflict with the requirements of Chapter 183A the provisions of Chapter 183A shall control.

(j) Liability. Notwithstanding anything to the contrary contained herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the interest in the Condominium of Declarant shall be bound by the provisions of this Master Deed. No member, manager, officer, director or employee of Declarant, or of any member of Declarant, shall have any personal liability hereunder.

[Signatures on next pages]

In WITNESS WHEREOF, the undersigned has caused this Master Deed to be executed under seal as of this 24th day of March, 2017.

G.N.J. REAL ESTATE HOLDINGS, LLC

By: *Idolo Gerardo Fabrizio*
Idolo Gerardo Fabrizio, Manager
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24th day of March, 2017, before me the undersigned notary public, personally appeared the above-named Idolo Gerardo Fabrizio, Manager of G.N.J. Real Estate Holdings, LLC and proved to me by satisfactory evidence of identification, consisting of MA license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in such capacity.

Lorene Schettino
Notary Public
Print Name: Lorene Schettino

My Commission Expires: 10-26-23



**EXHIBIT A
TO MASTER DEED OF 337 SOMERVILLE AVENUE CONDOMINIUM**

A certain parcel of land, with the improvements thereon, situated at 337-341 Somerville Avenue, Somerville, Massachusetts, shown as Lot A1 on subdivision plan entitled, "Subdivision Plan of Land 337 Somerville Avenue, Somerville, Massachusetts", dated December 1, 2016 and recorded herewith, being bounded and described as follows:

Beginning at a point, said point being on the northerly line of Somerville Avenue; thence

S 61°21'49"E a distance of 90.99 feet along said Somerville Avenue, thence;
N 28°12'13"E a distance of 103.69 feet, thence;
N 25°34'06"W a distance of 157.27 feet, thence;
S 89°22'19"W a distance of 99.60 feet; thence;
S 00°40'47"E a distance of 74.35 feet, thence;
S 27°20'29"W a distance of 0.30 feet, thence;
S 61°21'49"E a distance of 25.91 feet, thence;
S 28°38'11"W a distance of 81.86 feet to a point on said Somerville Avenue, thence;
S 61°21'49"E a distance of 9.92 feet by along said Somerville Avenue, thence;
N 28°38'11"E a distance of 48.00 feet, thence;
Thence with a curve turning to the right with an arc length of 18.85 feet and a radius of 12.00 feet, thence;
N 28°38'11"E a distance of 13.00 feet, thence;
S 61°21'49" E a distance of 40.00 feet, thence;
S 28°38'11"W a distance of 73.00 feet to Somerville Avenue and the point of the beginning.

Containing 24,124 square feet of land, more or less.

**EXHIBIT B
TO MASTER DEED OF 337 SOMERVILLE AVENUE CONDOMINIUM**

Unit Identification, including Percentage Interests

<u>Unit Name</u>	<u>Street Address</u>	<u>Approx. square footage of Unit</u>	<u>Percentage Interest</u>	<u>Percentage Interest in Front Building</u>
Unit 1	335 Somerville Ave.	3,014	9%	21%
Unit 2	339 Somerville Ave.	4,769	15%	32%
Unit 3	337 Somerville Ave.	6,896	22%	47%
Unit 4	341 Somerville Ave.	17,250	54%	0%

BK 63568 - 173

BK 63568 - 175

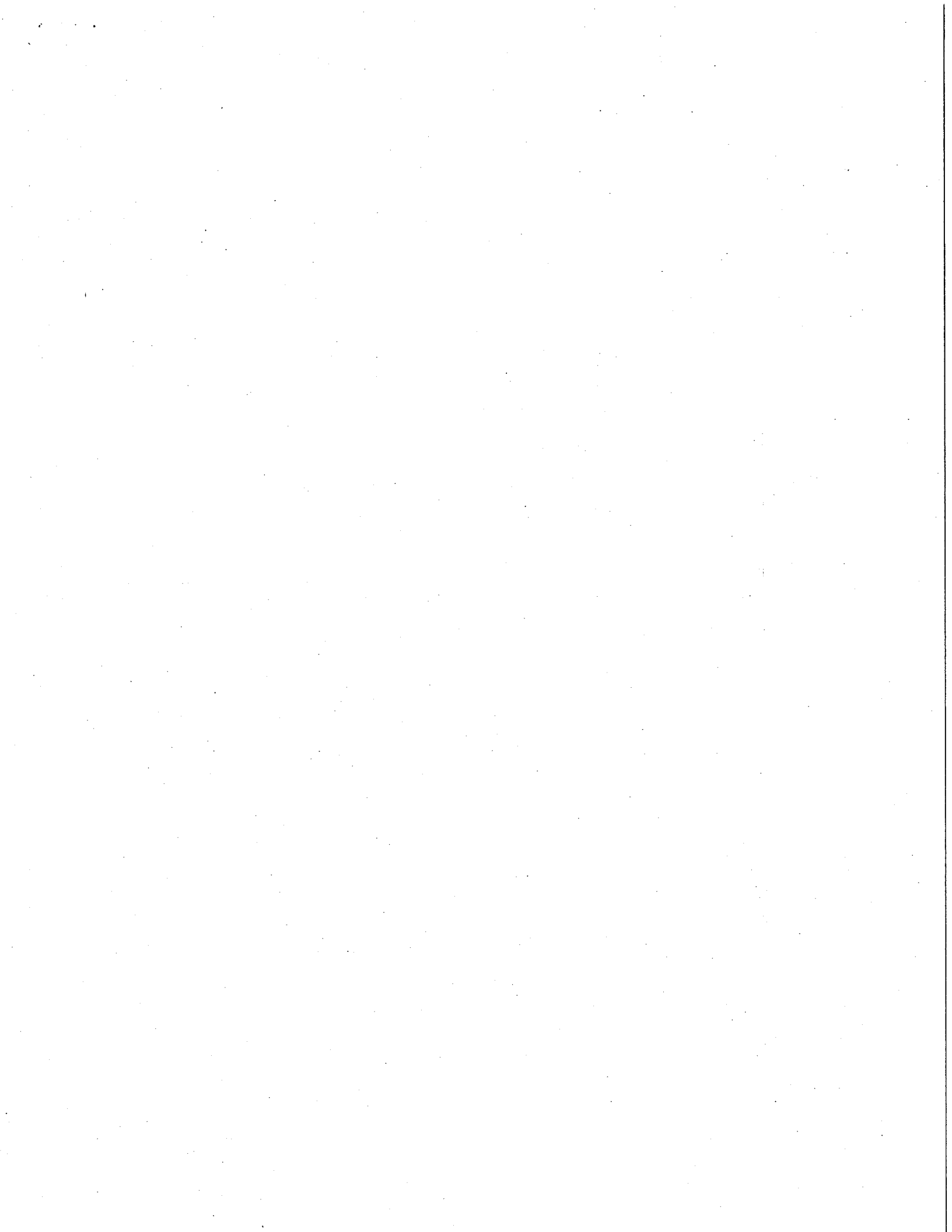


Exhibit B

(Landlord Work)

Description of Interior Finishes

- o Floor
 - Poured in place concrete slab, level with exterior grade, finished with food-preparation approved floor covering.
- o Walls
 - Exterior: Walls will be metal stud, insulated, finished with taped and sanded drywall extending from the floor to the ceiling.
- o Storefront.
 - All storefronts will be clear anodized aluminum (Kawneer, EFCO or equal). All glazing is inoperable insulated glass unless otherwise noted. Maintaining egress requirements is the responsibility of the tenant.
 - At main courtyard:
 - One (1) 8'-3" wide x 8'-8" high glass storefront windows with transom including one out-swinging 3'x7' glass door

Description of Mechanical systems

Electrical

- Lighting:
 - Two (2) Ceiling mounted lighting fixtures.
 - One (1) Exit sign lighting fixture with emergency lighting and emergency battery back-up.
 - One (1) wall sensor for lighting control.
- Electrical Distribution:
 - One (1) 100 amp main circuit breaker, 120/208 volt, 3 phase, 4 wire, 42 circuit surface mounted panelboard with the following:
 - o Four (4) 20 amp 1 pole circuit breakers

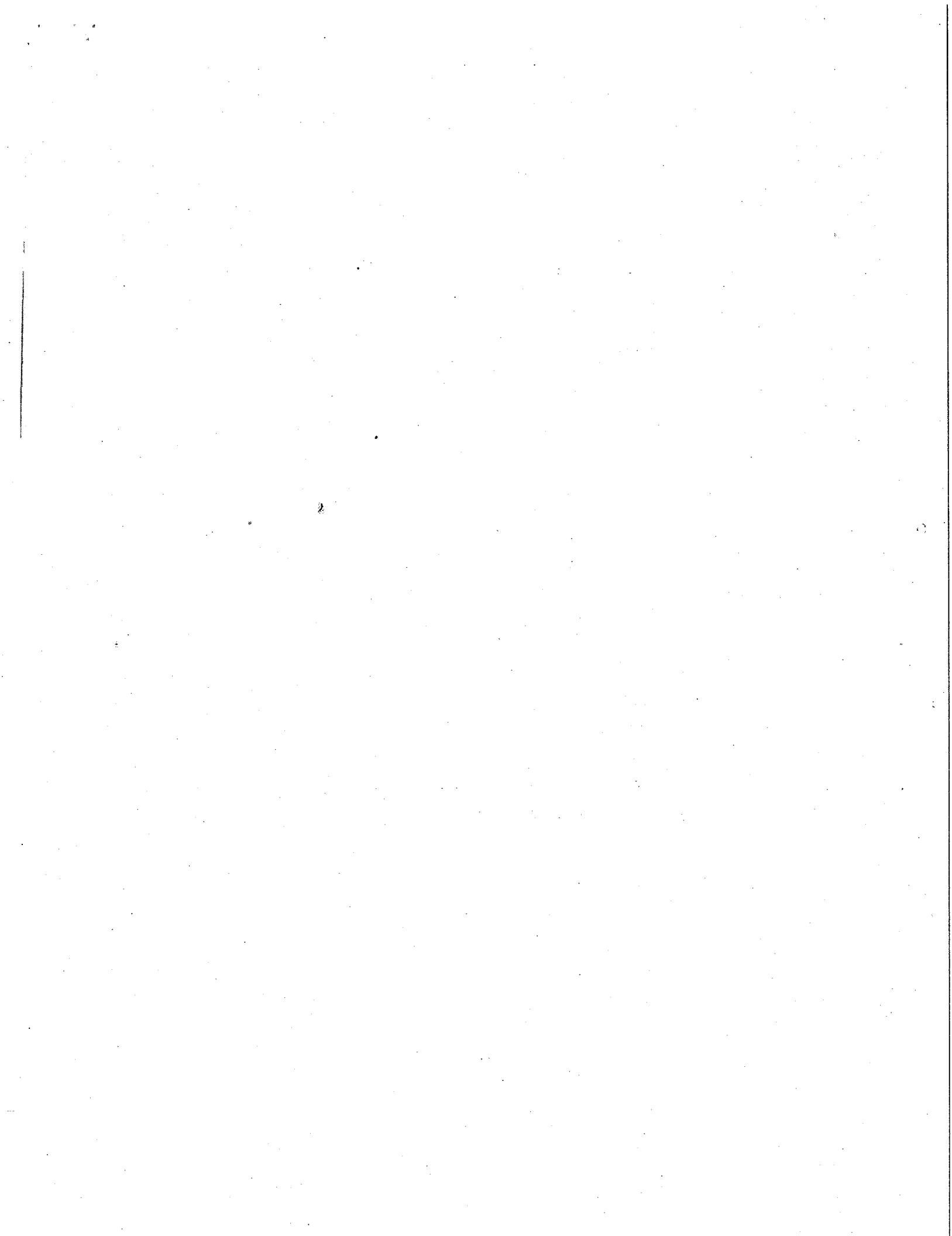
- o One (1) 15 amp 2 pole circuit breaker
- o Thirty-six (36) spaces
- * Electrical for HVAC Unit:
 - Electrical wiring and the electrical connection(s) to the HVAC equipment.
 - HVAC service receptacle and lighting fixture at the roof mounted HVAC equipment.
- * Cable TV Service:
 - One (1) 1" conduit with pull string to the main Telephone/Cable TV room.
- * Life Safety System:
 - One (1) fire alarm manual pull station at main entrance.
 - One (1) fire alarm horn/strobe unit.
 - Standard code-compliant fire sprinkler system

Plumbing

- 1" domestic water stubbed in space at back wall.
- 4" sanitary line stubbing in the space along the back wall.

HVAC

- 2.5-ton ductless split system for heat and air conditioning



**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The Individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:
1 Bow Market Way #5 Somerville, MA 02143

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
Lease

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
City of Somerville

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
BWB-Square, LLC

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
Mark Bayes-Watson	70 Craigie St. #3 Somerville, MA 02143

(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

BWB-Square, LLC

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE OF DISCLOSING PARTY

10-13-17
DATE (MM/DD/YYYY)

MARK BOYES-WATSON MANAGER

PRINT NAME & TITLE of AUTHORIZED SIGNER



**CITY OF SOMERVILLE CAMPAIGN CONTRIBUTION ORDINANCE SEC. 15-72*
MANDATORY DISCLOSURE AND CERTIFICATION FORM**

INSTRUCTIONS: APPLICANTS, PLEASE COMPLETE THE ENTIRE FORM AND FILE WITH THE SAME CITY OFFICE OR AGENCY WITH WHOM YOU FILED OR WILL FILE BELOW APPLICATION.

PART I. APPLICATION FOR ITEM

Describe the Item you have, or will apply for, relating to this disclosure:

ITEM:				
TYPE (X):	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Zoning Relief	<input type="checkbox"/> Real Estate	<input type="checkbox"/> Financial Assistance
CITY DEPT. OR AGENCY:				

PART II. APPLICANT INFORMATION

Provide the following information for the Applicant:

NAME:	MARK A. BOYES-WATSON, MANAGER
ADDRESS:	30 BOW STREET
TELEPHONE NO.:	617 901 0951
E-MAIL:	markboyeswatson@gmail.com

On Schedule A, you must also provide the same information for the Applicant's principals, chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, or persons performing similar functions, or shareholders in excess of ten percent and managing agent to the extent applicable. **Please complete Schedule A. If not applicable, please check N/A on Schedule A.**

PART III. CAMPAIGN CONTRIBUTION DISCLOSURE

On Schedule B, Applicants must disclose all contributions made by the applicant during the 12 months prior to the application (identified in Part I), to any person who was a candidate for elective office of the City of Somerville (mayor, board of aldermen, and school committee). The attribution rules in Section 15-73 of the Somerville Code of Ordinances shall apply to the contributions that must be disclosed. **On Schedule B**, applicants must also disclose such contributions made by persons attributed to the applicant under the ordinance. If the applicant is an individual, any such contributions made by the individual, any spouse of the individual, and any children of the individual must be disclosed. If the applicant is not an individual but a corporation, partnership or limited liability corporation, then any contributions made by any of its chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, members, managers, principals, or persons performing similar functions, or shareholders in excess of ten percent, and their spouses and children, must be disclosed. **Please complete Schedule B. If disclosure is not required, please check N/A on Schedule B.** *Note: Contributions made before January 1, 2017 are not required to be disclosed.*

* Please see the Pay to Play and Campaign Contribution Ordinance for definitions and all requirements.

PART IV. SUBCONTRACTOR INFORMATION

Have you applied for a Contract and intend to use a subcontractor on this Contract? Yes No

If "Yes", complete Schedule C. If "No", proceed to Part V.

PART V. SIGNATURE, CERTIFICATION, AND ATTESTATION:

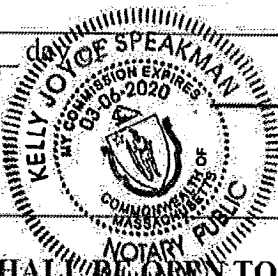
I, the undersigned applicant, hereby further certify as follows: If awarded the item that is applied for (as identified above) under subsections (a), (b), (c), or (d) in Section 15-72 of the Somerville Code of Ordinances, the Applicant, and anyone attributed to the Applicant, and if the application is for a contract any subcontractor used on the contract, will not make any contribution in any calendar year in an amount in excess of \$500.00 to any individual incumbent or to any individual candidate for elective office of the City of Somerville for the next four (4) calendar years following the award of the item, or for the duration of the term of the contract, whichever is longer.

Signed under the pains and penalties of perjury:

Signature of Affiant: [Signature] Title: MANAGER, BWR - SQUARE

Printed Name of Affiant: MANUE BOWEN-CARSTEN Date: 10/11/2017

Subscribed and sworn before me this 11 day of Oct, 2017
My Commission expires: _____
(Witnessed or attested by) [Signature]
(Seal)



THIS FORM SHALL BE OPEN TO PUBLIC INSPECTION



CITY OF SOMERVILLE, MASSACHUSETTS
BOARD OF ALDERMEN

April 12, 2018

SUMMARY

Mayor's Request
#205382

Requesting approval to lease a space at 337 Somerville Ave (aka Bow Market) for the Arts Council's Nibble program.

COMPLETE TEXT

To the Honorable Board:

I respectfully request that your honorable Board approve that the Arts Council leases a 400 sq. ft. space for the purposes of providing a kitchen and retail space for the Nibble Entrepreneur Program. This program provides workforce development to aspiring low to moderate income immigrant residents and cultural relevant programming for the general public.

My staff will be available to answer any questions you may have. Thank your for your consideration of this item.

Respectfully submitted,
Joseph A. Curtatone, Mayor

RESULT

RESULT: APPROVED