

3.1

Preliminary Site Plan



GENERAL NOTES

1. DISTANCES ARE TO FACE OF CURB OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
2. CURB RADII ARE 3' UNLESS OTHERWISE NOTED.
3. CURBING IS PRECAST CONCRETE CURB (PCC) UNLESS OTHERWISE NOTED.
4. PARKING SPACES ARE 9' X 18'
5. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
6. SNOW SHALL BE STORED WHERE NOTED (SS). WHEN SNOW STORAGE AREAS ARE EXCEEDED, SNOW SHALL BE REMOVED FROM SITE AND DISPOSED OF LEGALLY.
7. WALKWAYS SHALL BE CONCRETE UNLESS OTHERWISE NOTED.
8. RESOURCE AREAS SHOWN ARE BASED ON A 2009 WETLANDS DELINEATION.

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 1115 WESTFORD STREET, 2ND FLOOR
 LOWELL, MA 01851
 PHONE: (980) 808-4213 FAX: (980) 843-6178
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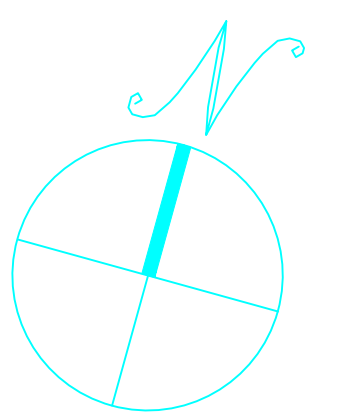
OAK TREE DEVELOPMENT
 THORNDIKE PLACE
 DOROTHY ROAD ARLINGTON, MA

PROJECT NUMBER:
 615-0012

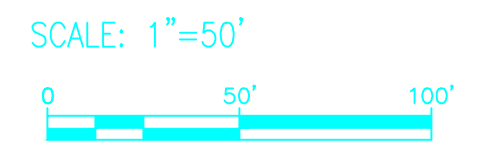
REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	02/24/15	DA	DA	CLIENT SUBMISSION

SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0
 OVERALL SITE PLAN



OVERALL SITE PLAN



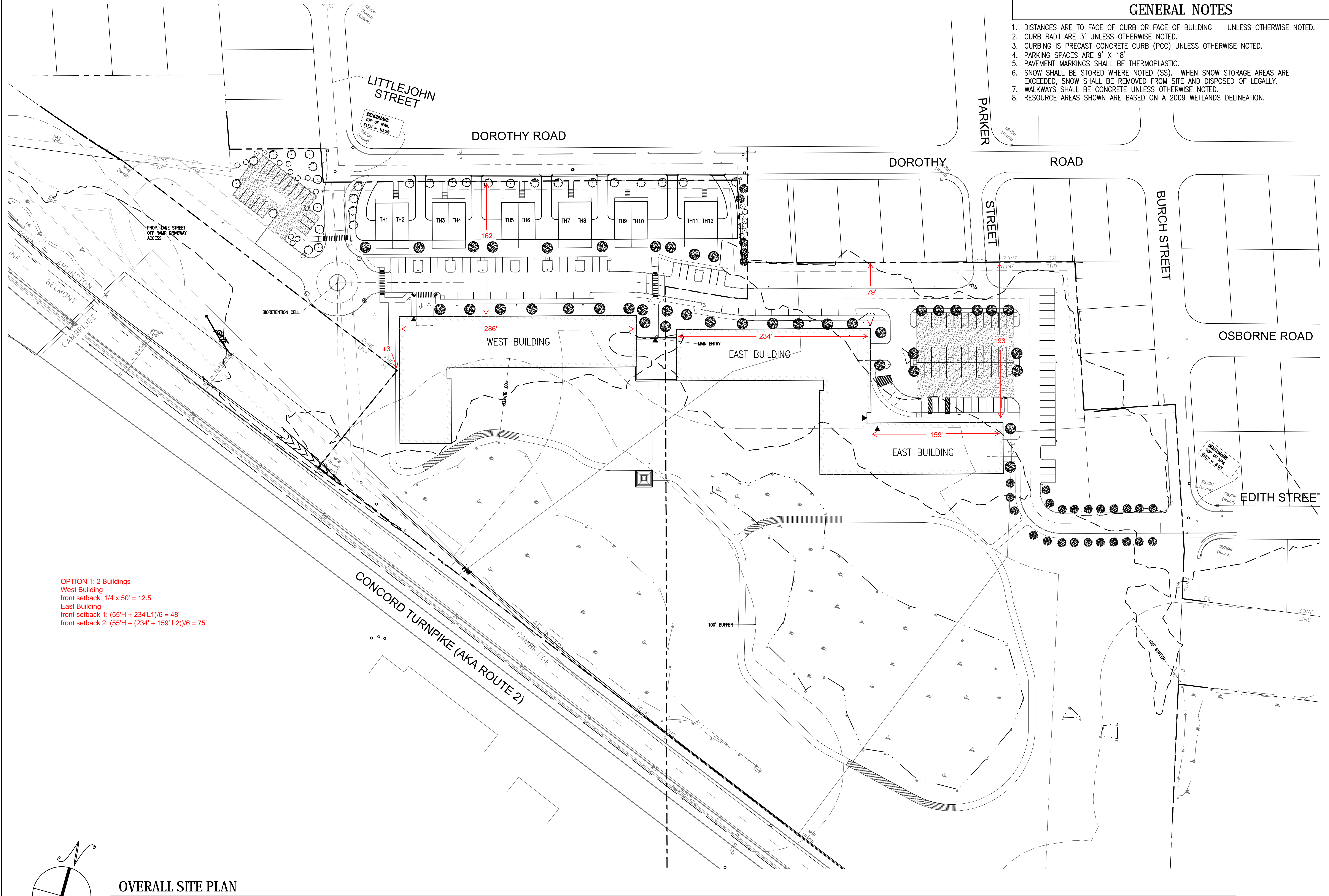
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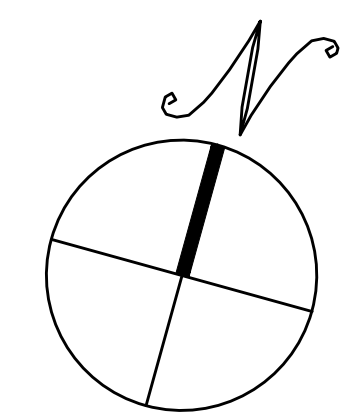
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OPTION 1: 2 Buildings
 West Building
 front setback: $1/4 \times 50' = 12.5'$
 East Building
 front setback 1: $(55'H + 234'L1)/6 = 48'$
 front setback 2: $(55'H + (234' + 159' L2))/6 = 75'$



OVERALL SITE PLAN

SCALE: 1"=50'

OAK TREE DEVELOPMENT
THORNDIKE PLACE
DOROTHY ROAD ARLINGTON, MA

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REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	02/24/15	DA	DA	CLIENT SUBMISSION

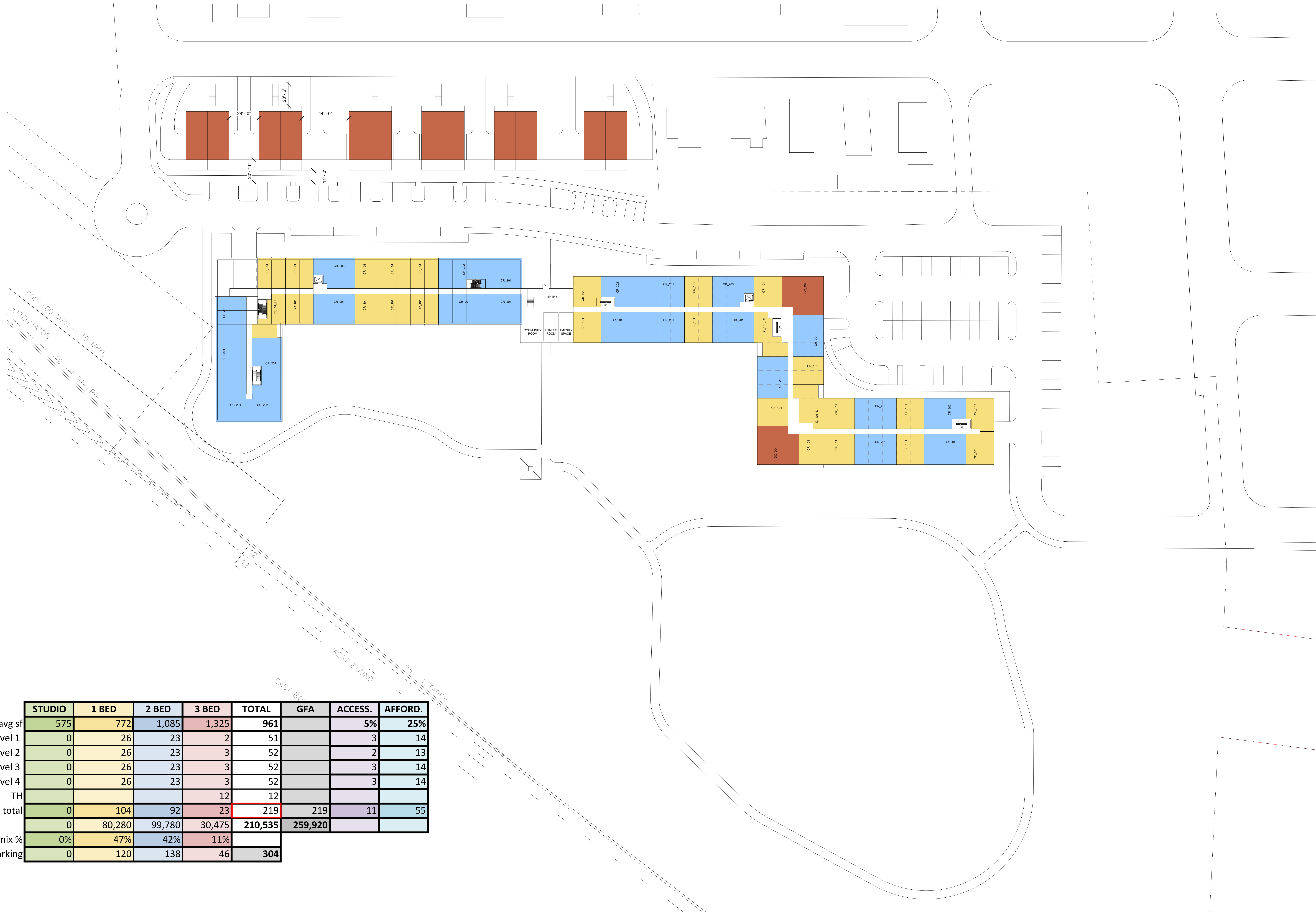
SCALES STATED ON DRAWINGS ARE VALID ONLY WHEN PLOTTED ARCH D 24" X 36"

C-2.0
 OVERALL SITE PLAN

3.2

Preliminary Architectural Plans

V:\PROJECTS_CURRENT\09002_MA-Arlington-Mugan\Schematic_Design\Rev1141120_Arlington_Mugar.rvt



	STUDIO	1 BED	2 BED	3 BED	TOTAL	GFA	ACCESS.	AFFORD.
avg sf	575	772	1,085	1,325	961		5%	25%
Level 1	0	26	23	2	51		3	14
Level 2	0	26	23	3	52		2	13
Level 3	0	26	23	3	52		3	14
Level 4	0	26	23	3	52		3	14
TH				12	12			
total	0	104	92	23	219	219	11	55
mix %	0%	47%	42%	11%				
Parking	0	120	138	46	304			

1 Level 1
1/32" = 1'-0"

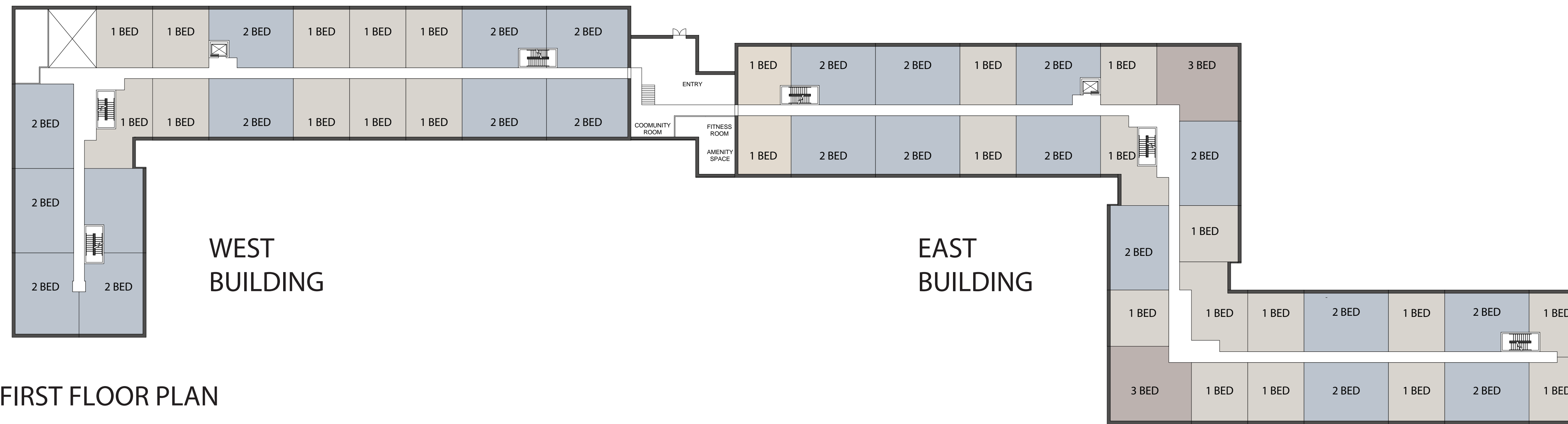


Oaktree Development LLC
84 Sherman St, Cambridge, MA 02138
p: 617.491.9100 f: 617.491.6004

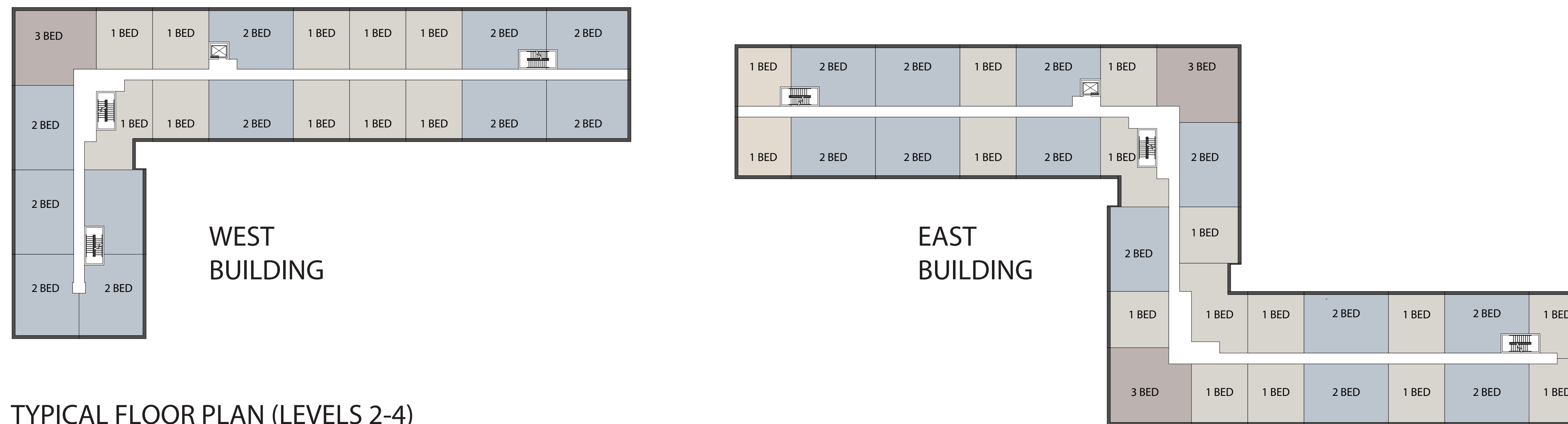
THORNDIKE PLACE
Arlington, MA

12.15.2014
1/32" = 1'-0"

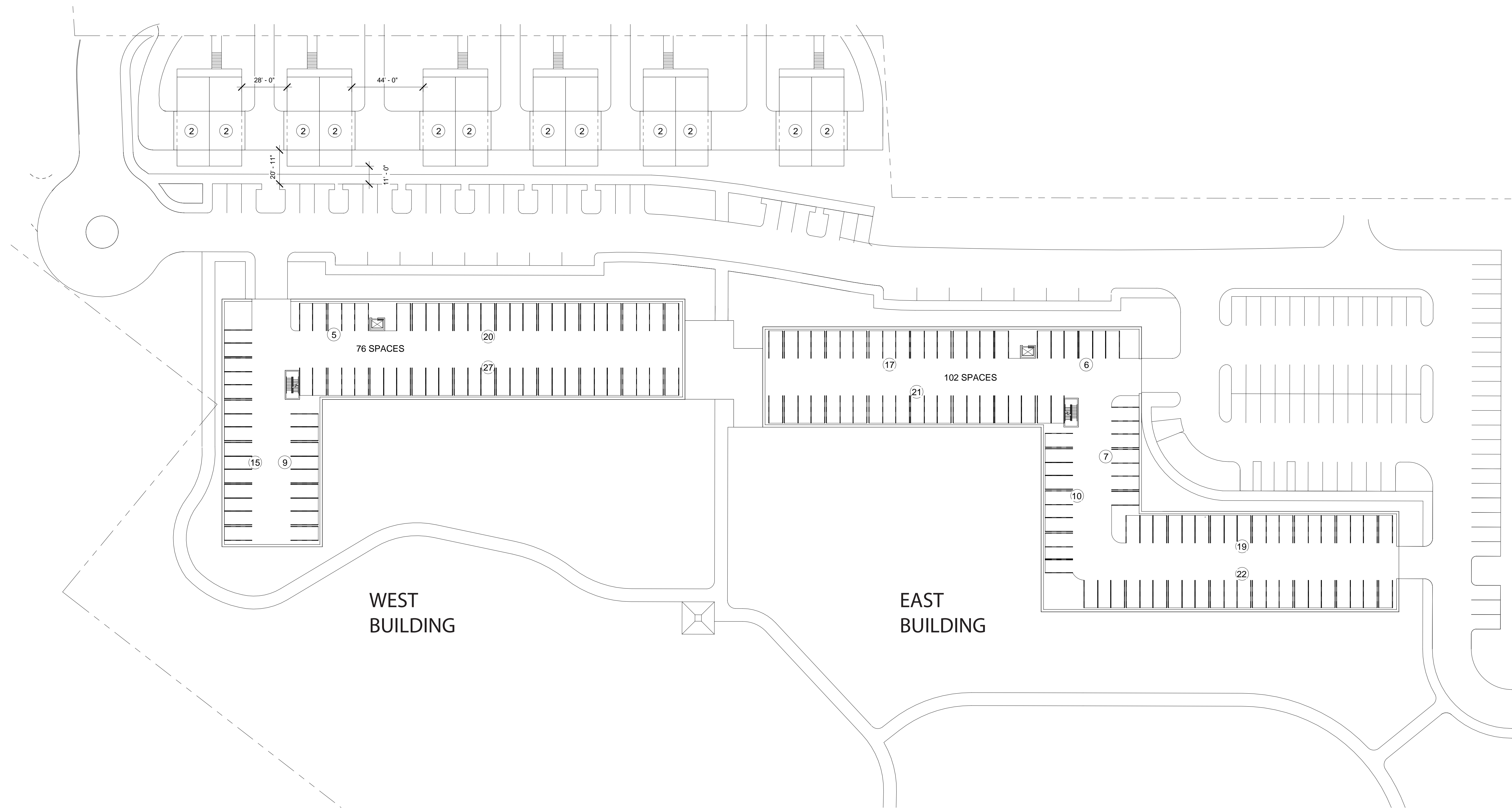
BUILDING LAYOUT

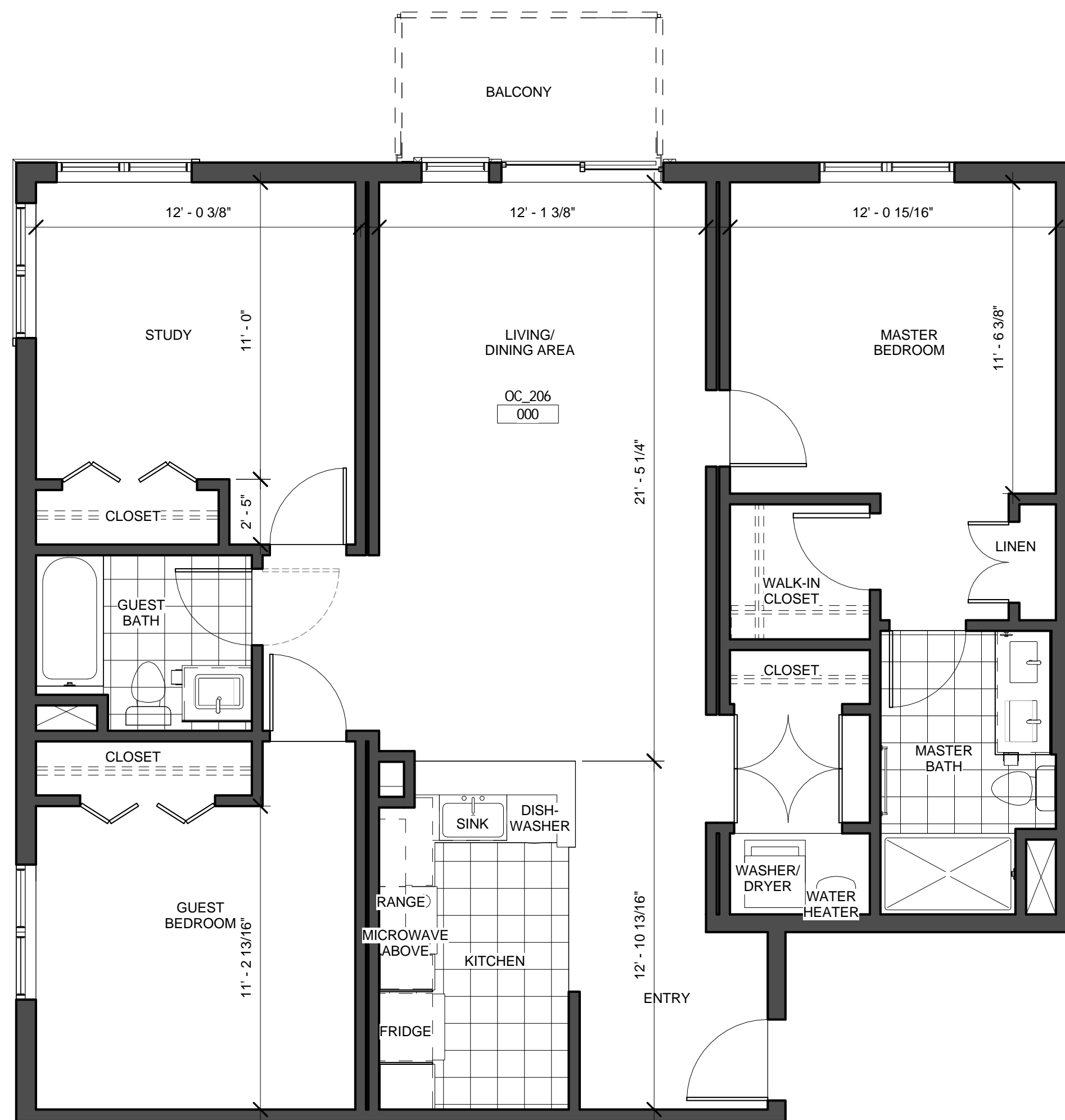


FIRST FLOOR PLAN

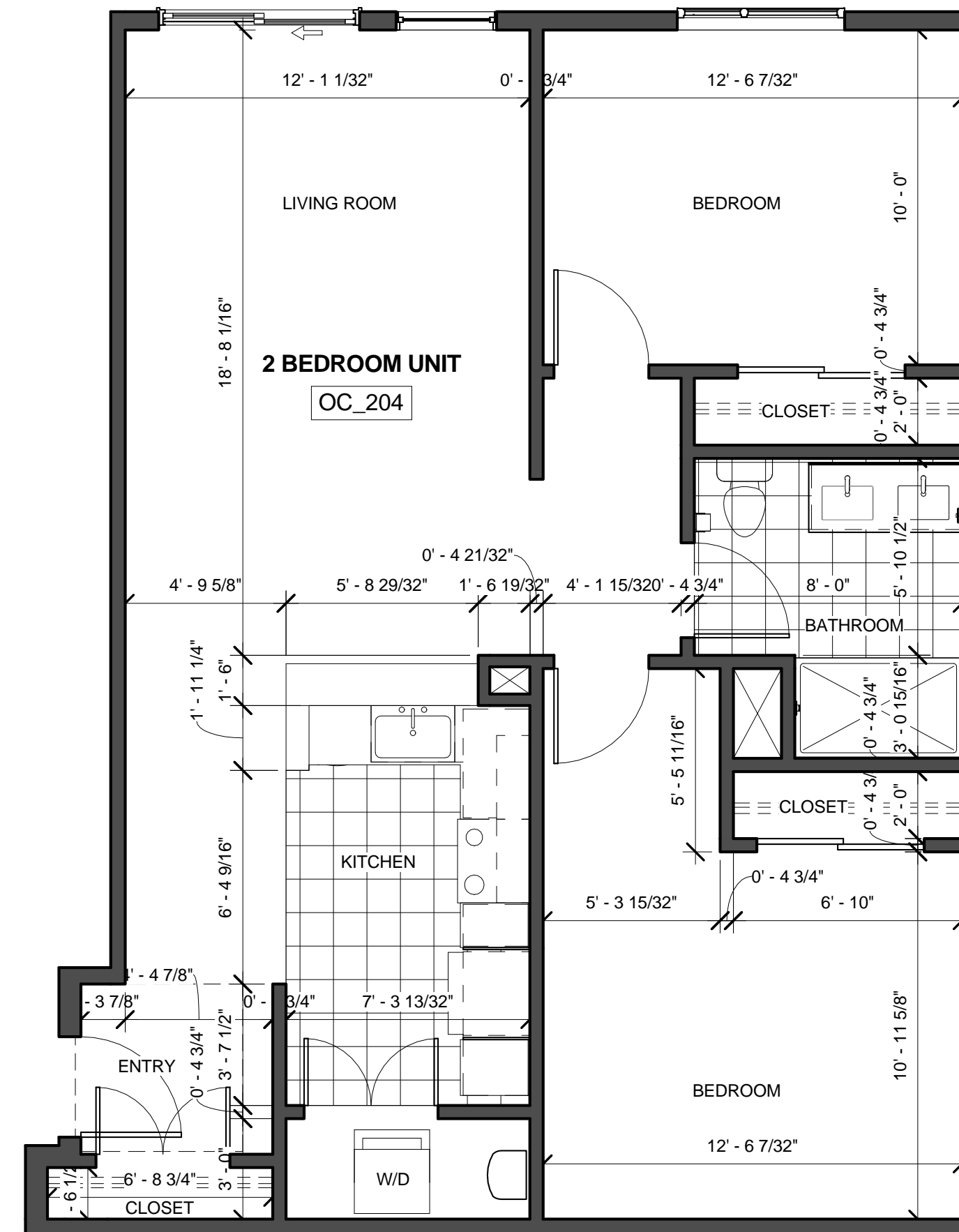


TYPICAL FLOOR PLAN (LEVELS 2-4)

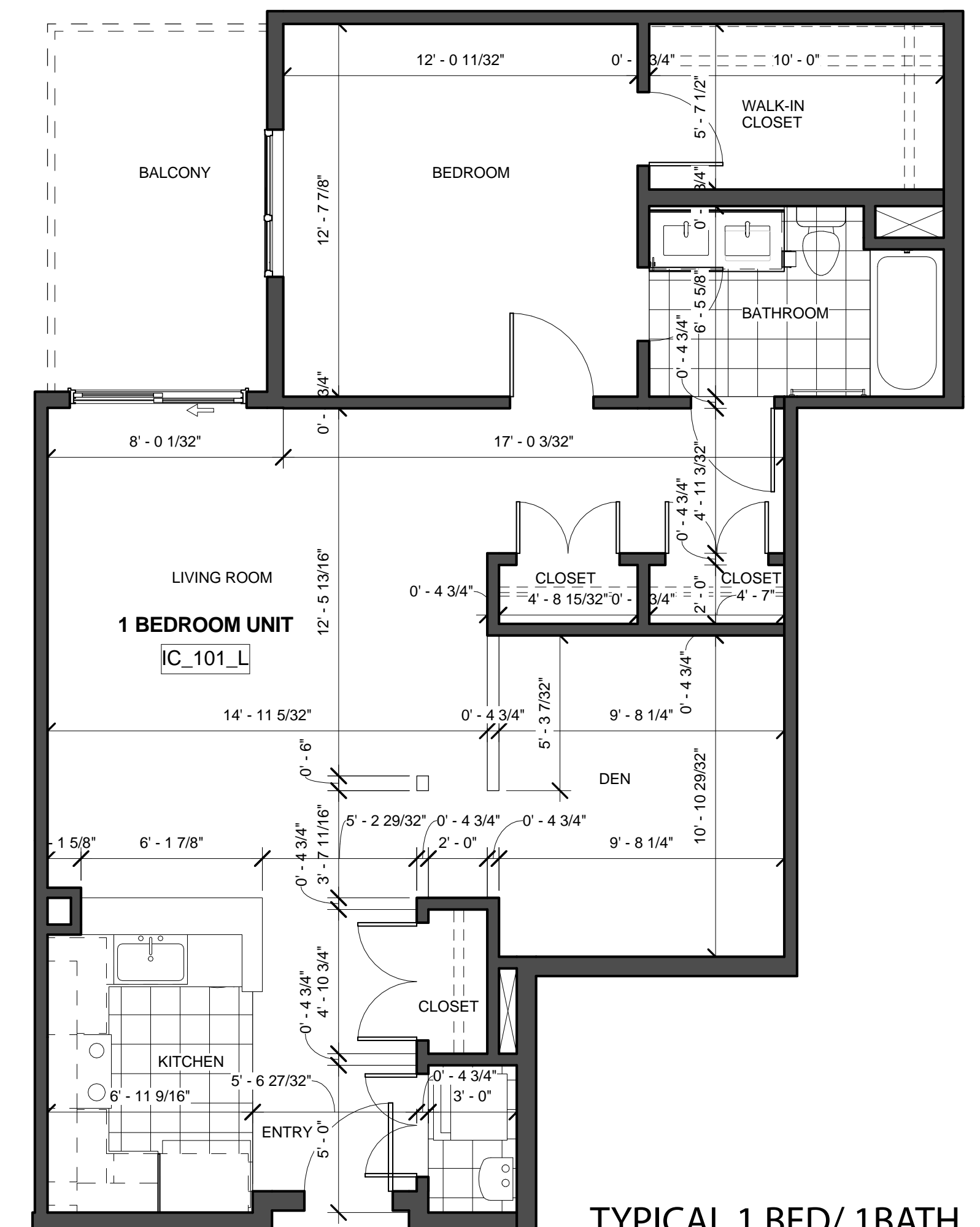




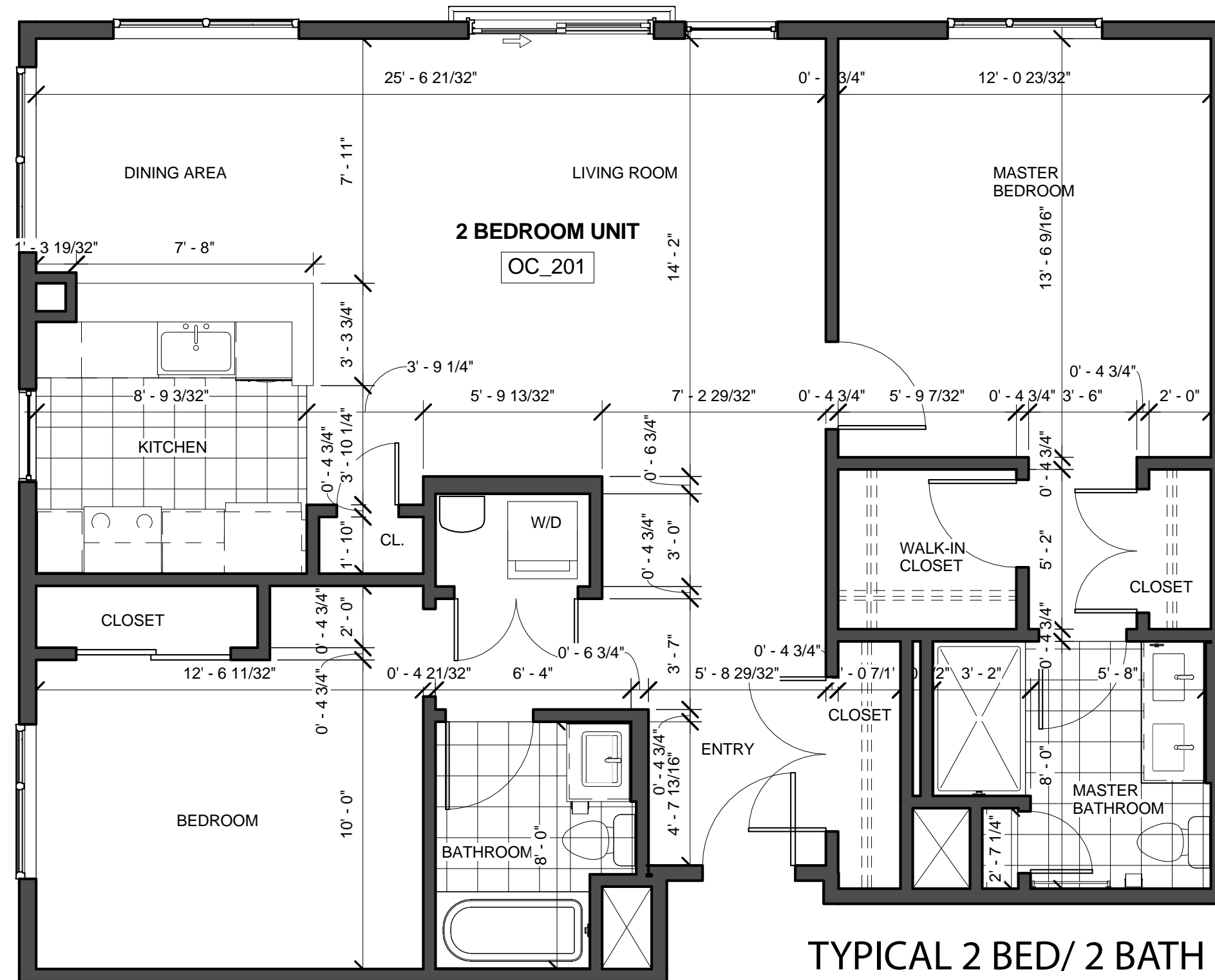
TYPICAL 3 BED/ 2 BATH UNIT
Outside Corner



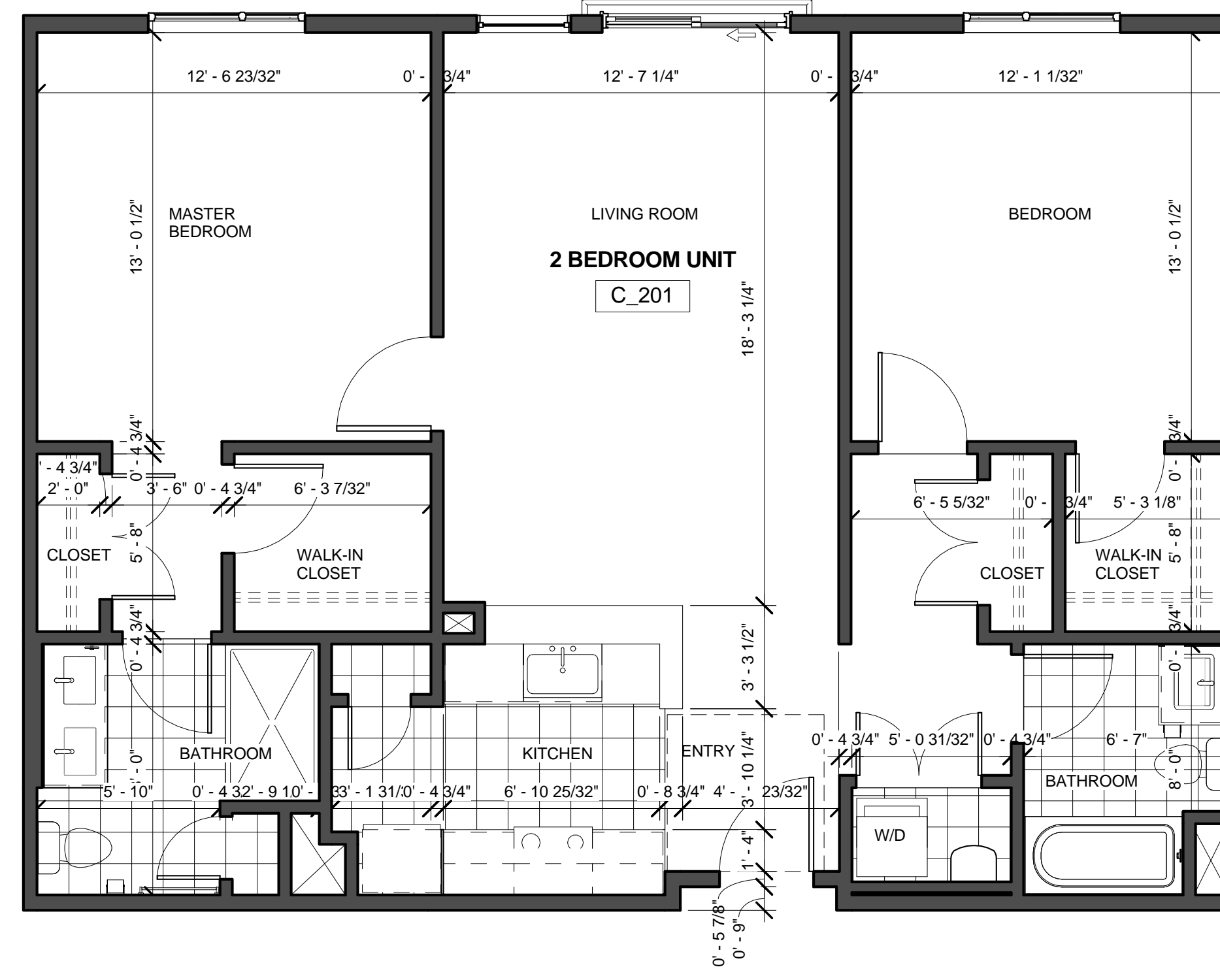
TYPICAL 2 BED/ 1 BATH UNIT
Outside Corner



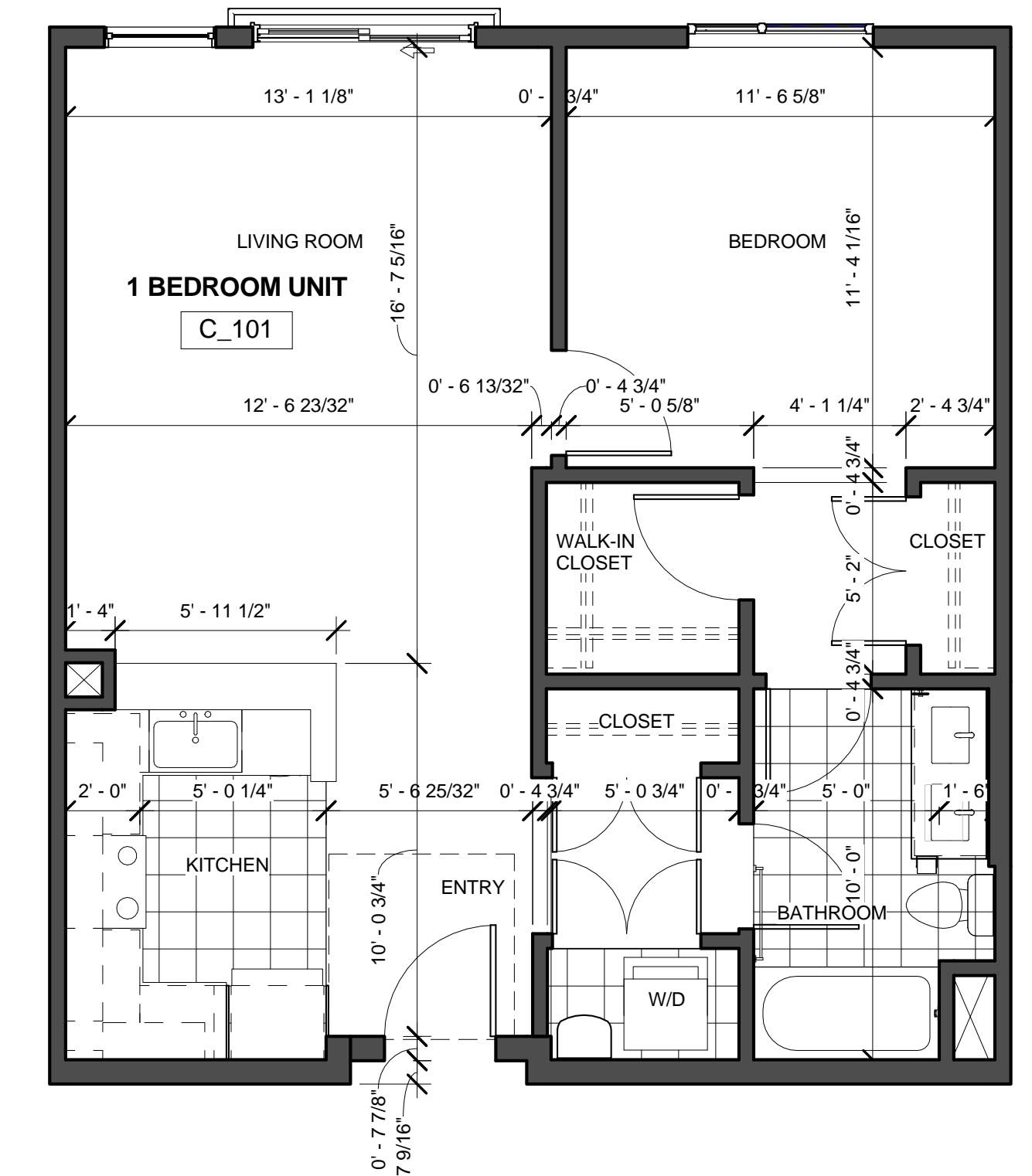
TYPICAL 1 BED/ 1BATH
+ DEN UNIT
Inside Corner



TYPICAL 2 BED/ 2 BATH
END UNIT



TYPICAL 2 BED/ 2 BATH UNIT



TYPICAL 1 BED/ 1 BATH UNIT



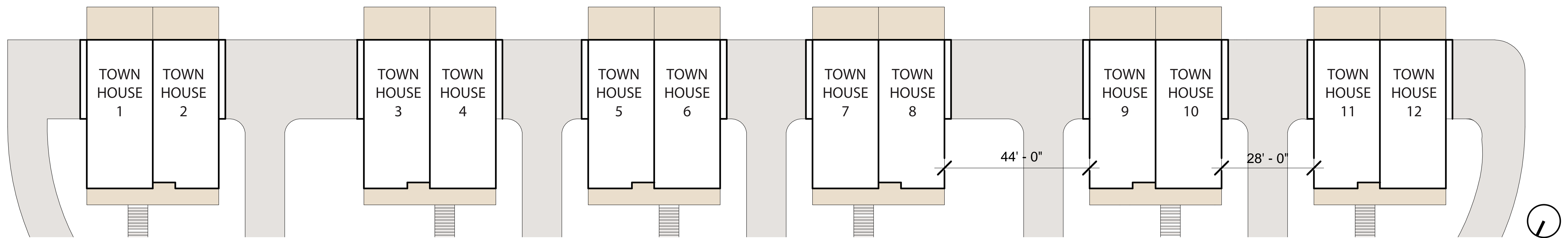
TYPICAL TOWN HOUSE ELEVATION



TYPICAL TOWN HOUSE PLANS



TOWN HOUSE STREET ELEVATIONS



TOWN HOUSE STREET ELEVATIONS



TYPICAL EAST BUILDING ELEVATION



TYPICAL WEST BUILDING ELEVATION



TYPICAL SIDE ELEVATION



EXISTING HOME

DOROTHY STREET

TOWN HOUSES

EAST BUILDING

OPEN SPACE

3.3

Architectural Narrative

MassHousing Comprehensive Permit Site Approval Application

3.3 Narrative Description of Design Approach

Thorndike Place, Arlington, MA

This 17 acre property, situated between Route 2/ Concord Turnpike and family-oriented Arlington neighborhood, has been wild, unkempt, and illegally dumped upon area for many years. The proposed development greatly improves the site conditions, including a neglected wetland that regularly floods into the yards of the surrounding residential neighborhood.

Thorndike Place will include 12 units in 6 two-family family town houses and 207 apartments in its 40 B application. This will provide a mix of market and affordable housing, with the 55 affordable apartments particularly bringing a benefit to Arlington's residents seeking high quality housing.

The townhouse units were designed as a transitional zone between the duplex and single family homes of the existing residential neighborhood to the north and east of the project and the larger proposed apartment building to the south. The proposed two-story town homes are of a similar height, scale and spacing as the other homes along Dorothy Road. To reflect the character of the street, the townhouse units feature lap siding, pitched roofs and a welcoming front porches.

The main apartment units are divided into two, 4-story buildings set back more than 150' from the residential street (Dorothy Road) and 80+' from the townhouses. To the south, the apartment buildings overlook the 10 acres of the property that will be devoted to open space and public conservation land. This vegetated area also provides a buffer between the apartment buildings and Route 2/ Concord Turnpike. Directly on the other side of Route 2 is similarly sized (5 and 6-story, 228 unit) residential apartment building.

The main apartment buildings have more clean, contemporary styling, but incorporate materials like lap siding that are commonly found in the residential neighborhood. The façade is broken up into multiple plains and masses to alleviate long, straight stretches in the elevations. Trees and other plantings are used visually soften the exterior façade as well as provide visual buffers between parking areas.

This project integrates many Smart Growth principles including being 10 minutes walking distance to multiple modes of transportation, restaurants, shops and retail.

3.4

Zoning Analysis

Thorndike Place

Comprehensive Permit Application
Arlington, MA

Waivers from Local Bylaws

Through the Comprehensive Permit, the Arlington Board of Appeals has the authority under M.G.L. chapter 40B and its implementing regulations to waive requirements of local bylaws; further, the Board of Appeals can act on behalf of any local permitting authority through the Comprehensive Permit process. The project plans reflect an attempt to minimize the number of waivers requested and strive to be generally in keeping with the intent of the Arlington Zoning bylaw. Following please find a preliminary table of the waivers necessary to permit the proposed project; this list will be updated as necessary as permitting proceeds.

In making these waiver requests, the Board of Appeals has the authority to act on behalf of all other local permitting authorities, specifically we request that the ZBA act in the following capacities: Please note that the waivers below are based solely on the underlying zoning district. The proposed project is designed to comply as closely as possible to the Planned Unit Development Zoning District.

Based on the Table of Use Regulations the project has two (2) types of residential housing: 1) *“Apartment House”* as the principal use (Section 5.04.1.05); and 2) *“Two-family dwelling, duplex house”* as the principal use (Section 5.04.1.02). An additional proposed principal use on site includes open space/recreation associated with the boardwalk and wildlife viewing area(s). This falls under Section 4.01 *“Park, playground, or outdoor recreation facility not conducted as a private gainful business.”*

The permitting requirements for the proposed principal uses in the PUD zoning district are:

- Apartment House is an allowed use, however it does require a Special Permit through the Arlington Redevelopment Board;
- Two-family dwelling, duplex house is an allowed use.

As outlined in the Waiver Table below the following is the list of requested waivers from the Town of Arlington Zoning Bylaws¹ as well as the Wetlands Regulations and Wetlands Protection Bylaw².

¹ Town of Arlington Zoning Bylaw April 2013 through Town Meeting

² Regulations for Wetlands Protection, Effective April 7, 2005

Thorndike Place

Comprehensive Permit Application

Arlington, MA

WAIVERS FROM ZONING		
LOCAL REGULATION ZONING BYLAW SECTION	REQUIREMENT*	PROPOSED
ARTICLE 5 – USE REGULATIONS (project being filed under Comprehensive Permit-Affordable Housing Laws)		
ARTICLE 6 – GENERAL REGULATIONS		
§6.03.a	Two or more buildings on the same property	Waiver to allow more than one (1) building on the property. The proposal is for one (1) large building and six (6) smaller buildings.
§6.07	Building in Floodplains	Refer to Section 11.04
§6.12.b	Applicant shall submit materials req's by §11.06	Waiver to not exclude Environmental Design Review
§6.13	Reduced Heights Limits in Height Buffer Areas	<ul style="list-style-type: none"> a) Waiver to allow for 50 foot building heights for the East/West Wings of apartment building within Height Buffer Areas. Provided buffer = 40 feet b) Waiver to allow for 36 foot building heights for the townhouses within Height Buffer Areas. Provided buffer = 40 feet.
§6.26	Buildings of Uneven Height or Alignment	Waiver to allow the proposed setbacks (see plans) due to the buildings not of the same alignment along its length. See attached sheet.
ARTICLE 8 – OFF STREET PARKING AND LOADING REGULATIONS		
§8.12.a.(3)	Parking/ Loading Space Standards- Minimum access aisle width.	Waiver to allow for reduced access aisle width of 23 feet± vs. the 24 feet required for 90° garage parking.
§8.12.a.(11)	Compact parking spaces	Waiver to allow for > 20% of the spaces to be compact spaces (8' x 16'). (30% of garage total)
§8.12.b.(1)	Surface area (parking) set back from boundary	Waiver to allow for less than the required setback (side and rear as defined in 6.16(a)).
§8.12.b.(3)	Parking shall not be located within the required front yard setback	Waiver to allow for less than the required setback (side and rear as defined in 6.16(a)).
ARTICLE 9 – NONCONFORMING USES, STRUCTURES, AND LOTS (no waiver requests at this time)		
ARTICLE 10 – ADMINISTRATION AND ENFORCEMENT (no waiver requests at this time)		
ARTICLE 11 - SPECIAL REGULATIONS		
§11.04.d.2.(2.2)	Compliance with Conservation Commission's Wetlands Regulations promulgated under the Arlington Wetlands Bylaw (Title V, Article 8)	Waiver to forego full compliance with the Arlington Wetlands Bylaw (Title V, Article 8)
§11.05.b	Inland Wetlands District	Waiver from the requirement that the Inland Wetland District definition of wetlands and as shown on map.
§11.05.d.1	Inland Wetlands District. Habitable structures within limits of Inland Wetlands District are prohibited.	Waiver from prohibition of new habitable structure in Inland Wetlands District.
§11.05.d.1	Inland Wetlands District. Earthwork is prohibited.	Waiver from prohibition of earthwork in Inland Wetlands District.
§11.06.b.2 and §11.06.c.2	Environmental Design Review	Waiver to forego preparation of an environmental design review. The project will require the submission of an Environmental Notification Form

Thorndike Place

Comprehensive Permit Application

Arlington, MA

WAIVERS FROM ZONING		
LOCAL REGULATION ZONING BYLAW SECTION	REQUIREMENT*	PROPOSED
		(ENF) to the MEPA office which will provide the same level of review and comment.
§11.06.d.(1) and §11.06.d.(4)	Model and photographs of model	Waiver to forego preparation of a model and photographs of the model. Propose to prepare a 3D computer model.
§11.06.d.(2)	Drawing of Existing Conditions	Waiver to utilize a scale other than 1" = 20' for the drawings. Proposed plans 1"=80' overall and 1"=30'.
§11.06.d.(5)	Impact Statement	Waiver to forego preparation of an Impact Statement as it relates to the Environmental Review.
§11.06.d.(6)	Signage Application	Waiver to require this as part of the building permit application.
§11.07	Filling of any Water or Wet Area	Waiver to forego the preparation of plans/documentation. The project will require the submission of a Notice of Intent to the Arlington Conservation Commission where these concerns will be discussed. An ENF application will also be submitted to the MEPA office and additional reviews.
§11.08	Affordable Housing Requirements	Waiver to forego this section since project is filed under Chapter 40B.
ARTICLE 12 – AMENDMENT, VALIDITY, AND EFFECTIVE DATE (no waiver requests at this time)		
TITLE 5 ARTICLE 8 – ARLINGTON WETLANDS PROTECTION BYLAW		
Wetland Regulations §18.D	Compensatory flood storage requirement of 2:1	Waiver to allow less than 2:1 compensation.
Wetland Regulations §25.B.(1)(e)	Plan Requirement: Runoff calculations based on "Cornell" method	Waiver to maintain same analysis as what is required by MassDEP. MassDEP does not support the Cornell Extreme Precipitation Atlas at this time.
Wetlands Regulations Appendix B / Notice of Intent Checklist	Detailed submission requirements	Waiver Requested. Submittal will comply with State Wetlands Regulations.
WAIVERS FROM LOCAL FEES		
Wetlands Bylaw §16.B.5	Fees: Multiple Dwelling structures \$400 + \$100/unit within resource areas	Request waiver of 25% of the fee. (The 25% affordable units).
Wetlands Bylaw §16.B.11	Fees: Consultant fee	Request waiver of 25% of the fee. (The 25% affordable units).
General By-law Article	Sewer Privilege Fee – assessment as "other than single or multi-family dwellings" under section 5(b)1	Request waiver of 25% of the fee. (The 25% affordable units).
Water Connection Fee Regulations	Water Privilege Fee	Request waiver of 25% of the fee. (The 25% affordable units).
Building Department	Building Permit, Electrical, Plumbing, Inspection Fees	Request waiver of 25% of the fee. (The 25% affordable units).

3.5

Sustainable Development Principles

Section VI: Sustainable Development Characteristics

Please describe below any aspects of the Project which are in keeping with the ten Massachusetts Sustainable Development Principles (attached).

SUSTAINABLE DEVELOPMENT PRINCIPLES

THORNDIKE PLACE

<p>1. CONCENTRATE DEVELOPMENT & MIX USES. Support revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, integrates uses, and fosters a sense of place. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place introduces higher density residential development to the residential & commercial neighborhood. ▪ The compact project produces mixed income multi-family housing with residential neighbors on one side and preserved conservation land on the other. Six ownership duplex townhouses complete and complement the existing streetscape on Dorothy Road. ▪ The project utilizes existing water infrastructure and improves storm water management. ▪ The site is located to maximize easy access to the Alewife T station, buses and the Minuteman Bike Path as well as an easy walk to a wide range of amenities including retail, places of employment, houses of worship, recreational opportunities, etc. ▪ The proposal’s civil design program will alleviate neighborhood flooding conditions caused by site’s current topography.
<p>2. ADVANCE EQUITY. Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning to ensure social, economic, and environmental justice.</p>	<ul style="list-style-type: none"> ▪ Preliminary economic indicators point to positive impacts to the community of this development given the mix of one, two and 3 bedroom units as well as twelve 3 bedroom townhouses. ▪ The project creates affordable housing in a community whose residents are predominantly middle income and/or meets a regional need.
<p>3. MAKE EFFICIENT DECISIONS. Make regulatory and permitting processes for development clear, predictable, coordinated, and timely in accordance with smart growth and environmental stewardship.</p>	<ul style="list-style-type: none"> ▪ The 40B approach to the project provides an efficient permitting process that will minimize time to construction and sustain the focus on the need for affordable housing in this community. A neighborhood meeting to present and discuss the proposal is planned. It is not required by the 40B process; the Development team wishes to have a direct dialogue with neighbors.
<p>4. PROTECT LAND AND ECOSYSTEMS. Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic</p>	<ul style="list-style-type: none"> ▪ The site is approximately 17 acres, approximately 10 of which can be restored for use by Arlington residents and the public. ▪ The proposed development greatly improves the site conditions, including a neglected

<p>landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.</p>	<p>wetland that regularly floods into the yards of the surrounding residential neighborhood.</p> <ul style="list-style-type: none"> ▪ Currently the site is used for dumping trash and a homeless hangout.
<p>5. USE NATURAL RESOURCES WISELY. Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water, and materials.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place will be LEED certifiable, employing Oaktree’s patented GreenStaxx system and using the most advanced energy efficient technologies and systems. ▪ Units will be supplied with Energy Star rated appliances and low flow fixtures, reducing waste and conserving resources. ▪ The site development will mitigate negative impacts to wetland resources.
<p>6. EXPAND HOUSING OPPORTUNITIES. Support the construction and rehabilitation of housing to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit and where services are available. Foster the development of housing, particularly multifamily and smaller single-family homes, in a way that is compatible with a community’s character and vision and with providing new housing choices for people of all means.</p>	<ul style="list-style-type: none"> ▪ The project increases the number of rental units available to residents of Arlington including low- or moderate-income households ▪ The project expands the affordable housing stock in Arlington by adding 55 units of lower rent housing. ▪ Thorndike Place increases Arlington’s percentage of affordable inventory by 219 units. ▪ The project will provide 11 handicap accessible units for those with disabilities. ▪ Six ownership duplex townhouses are designed similar to those existing on Dorothy St. These townhouses and additional trees will screen the larger scale building which also will be set back.
<p>7. PROVIDE TRANSPORTATION CHOICE. Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality.</p>	<ul style="list-style-type: none"> ▪ The site is within walking distance to the Red Line and 10 bus routes and is located next to the Minuteman Bike Path.
<p>8. INCREASE JOB & BUSINESS OPPORTUNITIES. Attract businesses and jobs to locations near housing, infrastructure, and transportation options.</p>	<ul style="list-style-type: none"> ▪ The project creates housing near job opportunities in the retail, service, education, health and professional sectors. ▪ Alewife’s Red Line provides access to major centers.
<p>9. PROMOTE CLEAN ENERGY. Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place will use GreenStaxx, Oaktree’s unique, patented system that is less expensive to maintain at a lower operating cost due to: Energy Star appliances, individually controlled, cost-saving energy efficient HVAC systems, water-conserving plumbing fixtures, LED lighting, operable highly insulated windows and the most advanced exterior wall

	<p>construction.</p> <ul style="list-style-type: none"> ▪ As a transit-oriented development, residents of Thorndike Place will have numerous alternatives to owning and operating a car.
<p>10. PLAN REGIONALLY. Support the development and implementation of local and regional plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long-term costs and benefits to the larger Commonwealth.</p>	<ul style="list-style-type: none"> ▪ Thorndike Place supports a local and regional housing need and provides moderate priced housing within a convenient commute to higher educational facilities as well as numerous job opportunities in the greater Boston area. ▪ The contribution of 10+ acres for conservation offers the Town opportunity to improve a neglected, even dangerous, site.

4.1

Evidence of Site Control

MassHousing Comprehensive Permit Site Approval Application

4.1 Evidence of Site Control

Thorndike Place, Arlington, MA

Three documents are included in this section:


- a. Arlington Land Realty LLC – Certificate of Amendment of Certificate of Organization
- b. Arlington Land Realty LLC – Limited Liability Company Operating Agreement
 - Please refer to Article 3 – 3.01 Member’s Capital in the LLCThe LLC Agreement provides that the Member’s Capital Contribution to the LLC consist of “all of its right, title and interest in and to the Property and all of its right, title and interest in and to all options, work in progress, leases and other rights and agreements with respect to such real property.”
- c. Original Deed

ARLINGTON LAND REALTY LLC
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF ORGANIZATION

Pursuant to the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the following hereby amends the Certificate of Organization of Arlington Land Realty LLC (the "LLC").

1. Name of the Limited Liability Company. The name of the limited liability company is Arlington Land Realty LLC.
2. Date of Filing Original Certificate. The original Certificate of Organization of the LLC (the "Original Certificate") was filed with the Commonwealth of Massachusetts on May 15, 2015.
3. Managers. The manager of the LLC is Peter S. Mugar.
4. Execution of Documents. David T. Ting and Peter S. Mugar are, and each of them acting alone is, authorized to execute any documents to be filed with the Secretary of State of the Commonwealth of Massachusetts.
5. Execution of Documents Relating to Real Property. David T. Ting and Peter S. Mugar are, and each of them acting alone is, authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the LLC purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court, and whether such real property is located within the Commonwealth of Massachusetts or elsewhere.
6. Amendment to Certificate. Paragraphs 3, 4 and 5 above amend the Original Certificate of Organization.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 19th day of May, 2015.



David T. Ting, Authorized Person

ARLINGTON LAND REALTY LLC

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of May, 2015, by and among Peter S. Mugar, in his capacity as the Manager, and David T. Ting and Janet M. Corpus, trustees of the Y&M Trust A under the Y&M Trust, u/d/t dated 9/28/1960, in their capacity as the trustee of the sole Member, and Arlington Land Realty LLC, a Massachusetts limited liability company (the “Company”).

RECITALS

WHEREAS, Arlington Land Realty LLC (the “LLC”) was formed by filing a Certificate of Organization with the Secretary of State of the Commonwealth of Massachusetts on May 15, 2015, and such Certificate was amended by filing a Certificate of Amendment on May 19, 2015 such Certificate, as amended from time to time, (the “Certificate”);

WHEREAS, prior to the date of this Agreement, there has been no written agreement as to the conduct of the business and affairs of the LLC; and

WHEREAS, the sole Member and the Manager wish to set out fully their respective rights, obligations, and duties with respect to the assets of the LLC;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the sole Member and the Manager enter into this Agreement and hereby agree that the LLC shall be operated in accordance with the provisions of this Agreement, under and pursuant to the LLC Act, as follows:

**ARTICLE 1.
FORMATION OF THE LLC**

1.01 **Formation; Filings.**

(a) The Member and the Manager hereby ratify the act of Teresa Foley, as an “authorized person” within the meaning of the LLC Act, in executing and filing the Certificate. Upon the filing of the Certificate with the Secretary of State of the Commonwealth of Massachusetts, the powers of Teresa Foley as an “authorized person” ceased. The Manager shall file or cause to be filed any amendments and/or restatements to the Certificate and such filings in other jurisdictions in which the LLC conducts business as may be necessary or desirable, and may from time to time authorize, orally or in writing, on behalf of the Manager, the Member, and/or the LLC, any other Person or Persons to execute and/or file any such amendments, restatements, and any other documents or filings necessary or desirable in order to comply with any requirements of the LLC Act or the laws of any jurisdiction in which the LLC conducts business.

(b) Unless prohibited by the LLC Act or other applicable law, the provisions of this Agreement shall govern the rights and obligations of the parties hereunder.

1.02 Name. The name of the LLC shall be Arlington Land Realty LLC, provided that the Manager may elect to have the LLC transact business in other names in those jurisdictions where the Manager deems it necessary or desirable for purposes of complying with the requirements of local law, and may otherwise change the name of the LLC as the Manager, in its sole discretion, may determine, without the vote or approval of any other Person, subject to compliance with the LLC Act.

1.03 LLC Offices; Agent for Service of Process. At the time of execution of this Agreement, the address of the registered office of the LLC in the Commonwealth of Massachusetts and the name and address of the registered agent for service of process on the LLC in the Commonwealth of Massachusetts is David T. Ting, c/o Mugar Enterprises, Inc., 222 Berkeley Street, Boston, MA 02116. The Manager may from time to time change the registered agent for service of process on the LLC and the location of the LLC's registered office within the Commonwealth of Massachusetts. The LLC may establish places of business within and without the Commonwealth of Massachusetts as and when required by its business and in furtherance of its purpose set forth in Section 2.01 hereof and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business.

1.04 Term. The term of the LLC shall be perpetual, unless sooner terminated in accordance with the provisions of this Agreement.

1.05 Title to the LLC Property. All property of the LLC shall be held in the name of the LLC or such nominees or trusts for the sole benefit of the LLC as the Manager may designate. All property owned by the LLC, whether real or personal, tangible or intangible, shall be owned by the LLC as a separate legal entity, distinct from the Member, and the Member, individually, shall not own any such property or hold any undivided interest therein. The interest of the Member in the LLC is personal property.

1.06 Definitions and Incorporation. Defined terms used in this Agreement, if not defined in the body hereof, are set forth in Article IX below. The schedules attached to this Agreement are incorporated herein by this reference.

1.07 Appointment, Resignation, and Removal of Managers. Peter S. Mugar is hereby appointed as the Manager of the LLC. A Manager may resign at any time by giving prior written notice to the Member. Any such resignation shall take effect at the time specified in such notice, or, if the time is not so specified, thirty (30) days after the receipt of such notice, and unless otherwise specified in such notice, acceptance of such resignation shall not be necessary to make it effective. The Member may remove a Manager from office, with or without cause. Upon the resignation or removal of a Manager as set forth above, or at any other time, the Member may designate one (1) or more replacement or additional Managers.

ARTICLE 2.
PURPOSES; POWERS

2.01 Purpose and Powers of the LLC. The LLC has been formed and its purpose is to acquire (whether by ground lease or otherwise and whether directly or indirectly through one or more limited liability companies), develop, construct, rehabilitate, renovate, improve, maintain, finance, manage, operate, lease, sell, exchange, convey, assign, mortgage, or otherwise deal with real estate, and to carry on any related or unrelated lawful business, trade, purpose, or activity that is incidental, necessary or appropriate to accomplish the foregoing. In furtherance of its purpose (but subject, however, to all other provisions of this Agreement) and without limiting in any way the powers conferred upon the LLC under the LLC Act, the LLC is hereby authorized directly or indirectly:

(a) To acquire (by purchase, lease, or otherwise), own, develop, construct, rehabilitate, renovate, improve, finance, manage, operate, maintain, lease, sell, convey, assign, mortgage, dispose of, and otherwise invest in and deal with any real or personal property necessary, convenient, or incidental to the accomplishment of the purpose of the LLC;

(b) To borrow money, secured or unsecured, and issue evidences of indebtedness in furtherance of the purpose of the LLC, including, without limitation, construction and permanent financing of the Property, and to secure the same by mortgages, pledges, or other liens on the Property;

(c) To guarantee the indebtedness and obligations of others where appropriate in furtherance of the purpose of the LLC;

(d) To repay in whole or in part, refinance, recast, increase, modify, or extend any indebtedness affecting the Property and in connection therewith to execute any extensions, renewals, or modifications of any mortgage, pledge, lease, lien, or encumbrance affecting the Property;

(e) To enter into, modify, extend, or amend leases of the whole or any portion of the Property, including ground leases and/or leases with Affiliates, and leases containing one or more options or extensions, or option(s) to purchase real estate (or any portion thereof subject to any such lease);

(f) To enter into, modify, amend, supplement, perform, and carry out contracts of any kind, including contracts with Affiliates, necessary to, in connection with, or incidental to the accomplishment of the purpose of the LLC and the rehabilitation, development, improvement, maintenance, management, and operation of the Property or otherwise required in connection with the Property, including contracts for the sale of all or portions of the Property;

(g) To adjust, compromise, and/or settle any and all obligations of, and claims made against, the LLC or the Property;

(h) To enter into, modify, and amend on behalf of the LLC (i) easements, rights of way, utility, and other agreements appropriate for the development of any portion of the Property or any real estate managed, leased, or developed by the LLC from time to time; (ii) easements, cross-easements, rights of way, and other agreements required to permit access over, through, and across any portion of the Property or any real estate managed, leased, or developed by the LLC from time to time; and (iii) other agreements or arrangements in connection with the

development and operation of any portion of the Property and any improvements constructed thereon or any real estate managed, leased, or developed by the LLC from time to time;

(i) To own stock in corporations, business trusts, and realty trusts, and to enter into joint ventures, partnerships (general or limited and whether as a general or limited partner or both), and other arrangements with third parties for purposes consistent with the purpose of the LLC;

(j) To invest any funds of the LLC and open, maintain, and close accounts with one or more banks or other financial institutions;

(k) To distribute and/or sell all or portions of any interests in corporations, business trusts, realty trusts, joint ventures, limited liability companies, and/or partnerships (general or limited and whether as a general or limited partner or both) that are owned in whole or in part by the LLC; and

(l) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purpose of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts.

ARTICLE 3. CAPITAL CONTRIBUTIONS

3.01 Member's Capital in the LLC.

(a) The Member hereby makes a Capital Contribution to the LLC consisting of all its right, title and interest in and to the real property described on the attached Schedule I, and all of its right, title and interest in and to all options, work in progress, leases and other rights and agreements with respect to such real property.

(b) Except as set forth in this Article III, no Member shall be entitled, obligated, or required to make any capital contribution in addition to its Capital Contribution under Section 3.01(a), or any loan, to the LLC. No loan made to the LLC by any Member shall constitute a Capital Contribution to the LLC for any purpose.

3.02 Limitation of Liability. No Member or Manager shall have any liability to restore any negative balance in his, her, or its capital account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the LLC Act or other applicable law. Each Member's and Manager's liability shall be limited as set forth in this Agreement, the LLC Act, and other applicable law, and in all events no Member or Manager shall be liable, as a Member or Manager, for any indebtedness, liabilities, or other obligations of the LLC, whether arising in contract, tort, or otherwise, and all such debts, liabilities, or other obligations shall be obligations solely of the LLC. The failure of the LLC and/or the Manager and/or the Member to observe any formalities or requirements relating to the exercise of the powers or management of the LLC's business or affairs under this Agreement or the LLC Act shall not be grounds for imposing personal liability on the Member or the Manager for any liabilities or other obligations of the LLC.

3.03 Third-Party Liabilities. The provisions of this Article III are not intended to be for the benefit of any creditor or other person (other than a Member in its capacity as a Member) to whom any debts, liabilities, or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability, or obligation (or otherwise) against the LLC or any Member, and no Member in its capacity as a Member shall be liable to third parties for any debts, liabilities, or obligations of the LLC.

ARTICLE 4. MANAGEMENT

4.01 Management.

(a) The management of, and all decisions as to, the LLC and its affairs shall be vested in the Manager. All management and other responsibilities not specifically reserved to the Member in this Agreement shall be vested in the Manager, and the Member shall have no right to participate in any approval, consent, or other decision making except as specifically provided in this Agreement. The Manager shall devote, and shall cause its managers, officers, and directors, if any, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by the Manager of its duties, provided such Persons shall not be required to devote full time to such affairs.

(b) The affirmative consent or action (regardless of whether written, oral, or by course of conduct) of the Manager on behalf of the LLC or the execution of any document by the Manager on behalf of the LLC, regardless of whether such matter is for the purpose of apparently carrying on in the usual way the business or affairs of the LLC, or as to any extraordinary matter as to the LLC, shall constitute all the requisite action necessary for purposes of authorizing and binding, and shall be the valid and authorizing action of and shall bind, the LLC as against all third parties for purposes of this Agreement and the LLC Act, and no person dealing with the LLC shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the LLC. The Manager shall have the power and authority, without any further act, vote, or approval of any other Person, to execute any and all documents, agreements, certificates, or other instruments and otherwise to bind the LLC as to any matter or act involving the LLC.

(c) The Manager shall have the power to appoint Persons to act as agents for the LLC with such titles as the Manager deems appropriate and to delegate to such agents such of the powers as are granted to the Manager hereunder, including the power to execute documents on behalf of the LLC, all as the Manager may in its sole discretion determine, provided any such appointment shall be in writing and provided, further, that no such appointment shall cause a Manager to cease to be a Manager of the LLC within the meaning of the LLC Act or this Agreement or restrict the ability of a Manager to exercise the powers so delegated. The agents so appointed may be referred to as officers and may include Persons holding titles such as President, Vice President, Treasurer, Assistant Treasurer, Secretary, or Assistant Secretary. Unless the authority of the Person designated as an officer in question is limited in the document appointing such officer, any officer so appointed shall have the same

authority to act for the LLC, subject to the terms of this Agreement, as a corresponding officer of a Massachusetts corporation would have to act for a Massachusetts corporation. Such agents and/or other agents of the LLC may be terminated and/or appointed at any time by the Manager, and the Manager may specify the duties delegated to any agent(s) from time to time. The Manager hereby appoints David T. Ting as an officer of the LLC with the title Vice President.

(d) Any Person dealing with the LLC or the Manager may rely on a certificate signed by the Manager or by any officer of the LLC:

- (i) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the LLC or are in any other manner germane to the affairs of the LLC;
- (ii) as to who is authorized to execute and deliver any instrument or document on behalf of the LLC, and as to whether any approval, consent, or other action is necessary under this Agreement and/or as to whether any such action or consent has been obtained;
- (iii) as to the authenticity of any copy of the Certificate, and as to the status of this Agreement and amendments hereto; or
- (iv) as to any act or failure to act by the LLC or as to any other matter whatsoever involving the LLC or the Manager.

4.02 Compensation.

(a) The Manager and each appointed officer or other agent shall be entitled to reimbursement from the LLC for all third-party expenses incurred by such Person in managing and conducting the business and affairs of, and otherwise acting on behalf of, the LLC. The Manager shall determine which expenses, if any, are reimbursable or otherwise allocable to the LLC in a manner which is fair and reasonable to the Manager and/or officer or other agent and the LLC, and if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

(b) Except as may be expressly provided for herein, or as may be hereafter approved by the Manager, no payment shall be made by the LLC to any Member for such Member's services to the LLC.

4.03 Duty of Care; Indemnification.

(a) No Member, Manager, agent, or officer of the LLC, and no Affiliate of any of them, shall have any fiduciary duty to the LLC or to any of the others of them. No Member, Manager, agent, or officer of the LLC, and no Affiliate of any of them, shall be liable, responsible or accountable in damages or otherwise to the LLC or to any of the others of them for (i) any act performed in good faith within the scope of the authority conferred by this Agreement, (ii) any good faith failure or refusal to perform any act except those required by the terms of this Agreement, or (iii) any performance or failure or refusal to perform any act in reliance on the advice of Accountants or legal counsel for the LLC; provided, however, that each Member, Manager, agent, and officer of the LLC shall nevertheless be liable in all events for his, her, or its own fraud, gross negligence, willful misconduct, or (in the case of a Member or a

Manager) breach of this Agreement. More specifically, and without limitation of the foregoing, no Member, Manager, agent, or officer of the LLC shall be required to take any action (including the filing of a bankruptcy or reorganization petition or any other action in connection with any bankruptcy, reorganization, or similar proceeding) if such action would be likely to result in personal liability for such Member, Manager, agent, or officer of the LLC, or any Affiliate thereof, for any indebtedness, liabilities, or other obligations of the LLC or its subsidiaries or Affiliates (including liability under a so-called non-recourse carve-out guarantee). Each Member and Manager hereby agrees that he, she, or it will not, and those claiming by, through, or under any of them will not, bring any claim alleging a violation of the duty of good faith and fair dealing based on the failure of any Member, Manager, agent, or officer of the LLC to take any such action.

(b) In discharging their duties, the Member, Manager, agents, and officers of the LLC shall be fully protected in relying in good faith upon the records required to be maintained under Section 6.01 and upon such information, opinions, reports, or statements by any Person, as to matters the Member, Manager, agent, or officer reasonably believes are within such Person's professional or expert competence and who has been identified with reasonable care by a Member, Manager, agent, or officer, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the LLC or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid. Any repeal or amendment of this Section 4.03 shall be prospective only and shall not adversely affect any limitation on the liability of any Person existing at the time of such repeal or amendment. In addition to the circumstances in which a Person is not liable as set forth in this Section 4.03, any such Person shall not be liable to the fullest extent permitted by any provision of the laws of the Commonwealth of Massachusetts previously or hereafter enacted that further limits the liability of a Person serving in the capacity stated.

(c) To the fullest extent permitted by law, the LLC shall indemnify, defend, and save harmless each Member, Manager, agent, and officer of the LLC, and each of the respective agents, officers, partners, managers, members, employees, representatives, directors, and shareholders of any of the foregoing, from any loss, cost, damage, fee (including without limitation, legal and expert witness fees and costs), or expense incurred by reason of (i) such party's status as such Member, Manager, agent, officer, partner, manager, member, employee, representative, director, or shareholder, (ii) any act performed in good faith within the scope of the authority conferred by this Agreement, (iii) any good faith failure or refusal to perform any act except those required by the terms of this Agreement, or (iv) any performance or omission to perform any act based upon reasonable good faith reliance on the advice of Accountants or legal counsel for the LLC, provided that no indemnification shall be given with respect to acts or omissions that constitute fraud, gross negligence, willful misconduct, or breach of this Agreement.

4.04 Reservation of Other Business Opportunities. No business opportunities other than those from time to time engaged in by the LLC shall be deemed the property of the LLC, and the Member, the Manager, and their Affiliates may engage in or possess an interest in any other business venture of any nature or description, independently or with others, even if such transaction may be considered to be competitive with, or a business opportunity that may be beneficial to, the LLC, it being expressly understood that the Member, the Manager, and their

Affiliates may be entering into transactions that are similar to the transactions into which the LLC may enter. The LLC shall not have any right, by virtue of this Agreement or at law or equity or otherwise, to share or participate in any such transaction of the Member, the Manager, or any of their Affiliates or to the income, profits, or proceeds derived therefrom. The Member, the Manager, and their Affiliates shall not incur any liability to the LLC as a result of engaging in any other business venture.

ARTICLE 5.
DISTRIBUTIONS; PROFITS AND LOSSES

5.01 Distribution of Funds; Profits and Losses. So long as there is only one Member of the LLC: (a) the LLC will be a “disregarded entity” under the Code and under applicable state and local law; (b) the LLC will not elect to be treated as an association taxable as a corporation; and (c) the LLC will take all action, if any, as is necessary under the Code to maintain its status as a “disregarded entity.” Consequently, so long as there is only one Member, all cash distributions, profits, losses, and credits, and all items of income, gain, deduction, and loss of the LLC shall be considered earned or incurred, as the case may be, directly by the Member. In the event the LLC admits another Person as an additional Member, this Agreement shall be appropriately amended to reflect the LLC’s status as a partnership for tax purposes.

ARTICLE 6.
FISCAL MATTERS

6.01 Books and Records. The Manager will keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the Member under the LLC Act, at the principal office of the LLC for examination by the Member, or its duly-authorized representatives, at any and all reasonable times.

ARTICLE 7.
DISSOLUTION AND TERMINATION

7.01 Events Causing Dissolution. The LLC shall only be dissolved and its affairs wound up upon:

- (a) the sale or other disposition of all or substantially all of the real property of the LLC, except that, if after such sale or disposition the Property includes an installment obligation, then the LLC is not dissolved under this Section 7.01(a) until such installment obligation is fully paid; or
- (b) the election to dissolve the LLC made in writing by the Member; or
- (c) the entry of a decree of judicial dissolution under Section 18-802 of the LLC Act.

Notwithstanding any other provisions of this Agreement, the Bankruptcy of the Member shall not cause the Member to cease to be a member of the LLC and, upon the occurrence of such an event, the LLC shall continue without dissolution.

7.02 Procedures on Dissolution.

(a) Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the LLC's Certificate shall have been cancelled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager, or if there is no Manager, a liquidator designated by the Member, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement, and cause the cancellation of the LLC's Certificate. The existence of the LLC as a separate legal entity shall continue until cancellation of the Certificate as provided in the LLC Act.

(b) Notwithstanding anything to the contrary in this Agreement, upon a liquidation, within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if the Member has a deficit capital account (after giving effect to all contributions, distributions, allocations, and other capital account adjustments for all taxable years, including the year during which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of the Member's capital account shall not be considered a debt owed by the Member to the LLC or to any other Person for any purpose whatsoever, and shall not be considered an asset of the LLC.

ARTICLE 8.
GENERAL PROVISIONS

8.01 Notices. All notices and other communications required or permitted to be given hereunder must be sent: (a) by United States certified mail, postage fully prepaid, return receipt requested; (b) by hand delivery; (c) by Federal Express or a similar internationally recognized overnight courier service; or (d) by facsimile or electronic mail (effective upon confirmation of transmission or upon receipt by sender of a reply electronic mailing evidencing receipt, respectively, provided in either case that an additional copy of such notice is sent within one (1) business day thereafter by one of the methods described in clauses (a) or (c) above). All notices and other communications required or permitted hereunder shall be deemed effectively given upon personal delivery or receipt, and shall be addressed: (x) if to the Member or the Manager, at the address of the Member or Manager set forth in the records of the LLC; (y) if to the LLC, at its registered office maintained pursuant to Section 1.03; and (z) in the case of any of the foregoing, at such other address as may be known to the sender as the principal address of the recipient.

8.02 Word Meanings. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

8.03 Binding Effect; Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the

parties hereto and, to the extent permitted by this Agreement, their respective permitted heirs, legal representatives, successors, and assigns.

8.04 Applicable Law. This Agreement, and the application and interpretation hereof, shall be governed (without regard to conflicts of law rules) exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically by the LLC Act.

8.05 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.06 Severability; Waivers. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law, except to the extent such continued validity would be clearly contrary to the intent of this Agreement assuming the entire Agreement were fully valid. The waiver of any of the provisions, terms, or conditions contained in this Agreement shall not be considered as a waiver of any of the other provisions, terms, or conditions hereof.

8.07 Headings. The headings used in this Agreement are used for administrative convenience only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

8.08 Entire Agreement; Amendments. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except by the written act of the Member. An agreement of merger or consolidation or a plan of merger shall not effect any amendment to this Agreement or effect the adoption of a new limited liability company agreement of the LLC unless it is adopted in accordance with the provisions of this Agreement governing amendment to this Agreement.

8.09 Survival of Certain Provisions. It is acknowledged and agreed that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, without limitation, the provisions of Section 4.03(c), and that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the parties hereto shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 8.09 and to specific nonsurviving provisions.

ARTICLE 9. DEFINITIONS

The following defined terms used in this Agreement shall have the meanings specified below:

“Accountants” means such firm of independent certified public accountants as may be engaged by the Manager.

“Affiliate” means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person; (ii) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person; (iii) any officer, director, manager, member, or general partner of such Person; or (iv) any Person who is an officer, director, manager, general partner, member, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” means this Agreement, as it may be further amended from time to time in accordance with Section 8.08 hereof or as otherwise specifically provided herein.

“Bankruptcy” means any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for himself under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of himself or of all or any substantial part of his properties or his interest in the LLC (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment, or decree); or

(b) If a court of competent jurisdiction shall enter an order, judgment, or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree; or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof; or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his properties or his interest in the LLC shall be appointed without the consent or acquiescence of said Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Capital Contribution” means the amount of cash and the agreed value of any other property contributed to the LLC by a Member in accordance with the applicable provisions of this Agreement.

“Certificate” has the meaning given in the recitals to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provisions of succeeding law.

“Entity” means any partnership, limited liability company, corporation, trust, cooperative, or association, or any other incorporated or unincorporated entity or association organized or existing under any state, federal or foreign law.

“LLC” has the meaning given in the recitals to this Agreement.

“LLC Act” means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of the Commonwealth of Massachusetts, as it may be amended from time to time.

“Manager” shall refer to the Person named as the Manager in this Agreement and any other Person who becomes an additional, substitute, or replacement Manager as permitted by this Agreement, in such Person’s capacity as a Manager of the LLC. “Managers” shall refer collectively to the Persons named as Managers in this Agreement and any other Persons who become Managers as permitted by this Agreement.

“Member” shall refer to the Person named as the Member in this Agreement and any Person who becomes a Member as permitted by this Agreement. “Members” shall refer collectively to the Person named as the Member in this Agreement and any Persons who become Members as permitted by this Agreement.

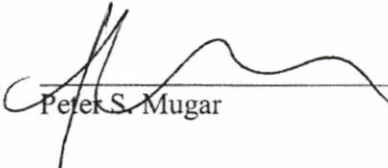
“Person” means any individual or Entity.

“Property” means all of the assets owned or held by the LLC from time to time.

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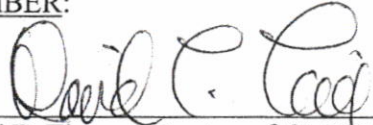
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MANAGER:



Peter S. Mugar

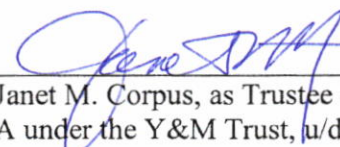
MEMBER:



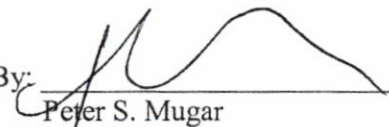
David T. Ting, as Trustee of the Y&M Trust A
under the Y&M Trust, u/d/t dated 9/28/1960

COMPANY:

Arlington Land Realty LLC



Janet M. Corpus, as Trustee of the Y&M Trust
A under the Y&M Trust, u/d/t dated 9/28/1960

By: 

Peter S. Mugar
Manager

SCHEDULE I

PROPERTY DESCRIPTION

1001

012/012

05/12/2009 09:43 FAX

DOCUMENT 01489184

Southern Middlesex Land Court

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Dec 30, 2008 at 10:45A

Document Fee: 125.00

Receipt Total: \$500.00

NEW: CERT 24354 BK 01363 PG 145

OLD: CERT 205975 BK 1160 PG 25

11/24



Bk: 53896 Pg: 300 Doc: DEED
Page: 1 of 4 11/24/2009 02:22 PM

DEED

DAVID T. TING and ROBERT A. KALOOSDIAN, as TRUSTEES of Y&M TRUST, under a Declaration of Trust dated September 28, 1960, recorded with the Middlesex South District Registry of Deeds in Book 9683, Page 378 and filed with the Essex South Registry District of the Land Court as Document No. 94823 ("Grantor"), having a mailing address c/o Mugar Enterprises, Inc., 222 Berkeley Street, Boston, Massachusetts 02116, in consideration of Ten Dollars (\$10.00) hereby GRANTS to DAVID T. TING, as TRUSTEE OF ARLINGTON LAND REALTY TRUST under Declaration of Trust dated December 15, 2008 and recorded with Middlesex South District Registry of Deeds in Book 52027, Page 352 (the "Grantee"), having a mailing address c/o Mugar Enterprises, Inc., 222 Berkeley Street, Boston, Massachusetts 02116, with QUITCLAIM COVENANTS, that certain parcel of land with the improvements thereon located in Arlington, Middlesex County, Massachusetts, being more particularly described as follows:

Property Address: Dorothy Road, Arlington, Massachusetts

A certain parcel of land situated on the southerly side of Dorothy Road at the southerly end of Littlejohn Street, in Arlington, Middlesex County, Massachusetts, bounded and described as follows:

- NORTHERLY by Dorothy Road and the southerly end of Littlejohn Street, one hundred ninety-seven and 21/100 feet;
- EASTERLY by land now or late of Star Market Co., one hundred feet;
- SOUTHEASTERLY by the same land, one hundred sixty-nine and 30/100± feet;
- SOUTHWESTERLY by land taken by the Department of Public Works on behalf of the Commonwealth of Massachusetts by Order of Taking dated March 20, 1962, and recorded with Middlesex South District Deeds in Book 10006, Page 346, for the alteration and widening of Concord Turnpike (known as Route 2), four hundred seventeen feet;

3001 Sturges
400 Atlantic Avenue

NORTHERLY AGAIN	by land now or late or Oneida Corporation, one hundred twenty-one± feet;
WESTERLY	by the same land, twenty-six and 30/100 feet;
NORTHERLY AGAIN	by land now or late of Michael L. Sarno, one hundred ten and 35/100 feet; and
EASTERLY	by Littlejohn Street, forty-three and 20/100 feet.

Said premises are shown as Lot C on a plan dated October 1, 1954, by Kenneth B. Oates, C.E., recorded with said Deeds as Plan No. 1903 of 1954, in Book 8365, Page 547, except the portion thereof taken by said Order of Taking and which is shown as Parcel 1 on a plan dated March 20, 1962, recorded with said Order of Taking as Plan No. 342 of 1962, in Book 10006, Page 348. Said parcel contains about 1.6 acres.

Or however otherwise said premises may be bounded or described and be all or any of said measurements or contents more or less, being a portion of the premises conveyed to said Thomas J. Lee and Delia M. Lee, as tenants by the entirety, by Charles F. Wyman and others, Trustees of the Wyman Bros. Realty Trust, by deed dated July 5, 1939 and recorded with said Deeds in Book 6306, Page 105.

Said premises are subject to Takings made by the Town of Arlington recorded in Book 7372, Page 128; Book 7372, Page 131; Book 7372, Page 133; Book 7368, Page 352; Book 7777, Page 144 and Book 9357, Page 435. Said premises are also subject to takings for State Highway and to betterment assessments, if any.

The above-described premises are conveyed subject to and with the benefit of all easements, covenants and restrictions of record, insofar as the same are still in force and applicable.

For Grantor's title, see Deed of Delia Mary Lee, individually and as Conservator of the property of Thomas F. Lee, dated December 30, 1963, recorded with Middlesex South District Registry of Deeds in Book 10433, Page 440.

The consideration for this conveyance is less than \$100.00, and no excise tax is imposed by law.

[Signature page to Deed of Y&M Trust to Arlington Land Realty Trust]

Executed as a sealed instrument to take effect as of the 12th day of NOVEMBER, 2009.

Y&M TRUST

By: David T. Ting
David T. Ting, as Trustee
and not individually

By: Robert A. Kaloosdian
Robert A. Kaloosdian, as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS)

County of Suffolk) ss.
)

On this 12th day of November, 2009, before me, the undersigned notary public, personally appeared David T. Ting, as Trustee of Y&M Trust, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Cassandra J. Verboon
Notary Public

My Commission Expires:  CASSANDRA J. VERBOON
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires April 26, 2013

COMMONWEALTH OF MASSACHUSETTS)

County of Middlesex

) ss.
)

On this 28th day of October, 2009, before me, the undersigned notary public, personally appeared Robert A. Kaloosdian, as Trustee of Y&M Trust, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Ariah S. Coward
Notary Public Ariah S. Coward
My Commission Expires: 9/12/2014

