

RECOGNITION AND ATTORNMENT AGREEMENT
(Prime Lease)

This Agreement is made as of _____, 2021, by and among the Town of Winchester, with an address of _____ (“Prime Landlord”), Aberjona Winchester, LLC, , with an address c/o United Properties Group, Inc., a Massachusetts limited liability company with an address at 1330 Boylston Street, Suite 608, Chestnut Hill, Massachusetts 02467, as landlord (“Aberjona”), Winchester Associates, LLC, with an address c/o United Properties Group, Inc., a Massachusetts limited liability company with an address at 1330 Boylston Street, Suite 608, Chestnut Hill, Massachusetts 02467, as tenant (“Winchester”), and The Stop & Shop Supermarket Company LLC, a Delaware limited liability company with an address of 1385 Hancock Street, Quincy, Massachusetts 02169, as subtenant (“Stop & Shop”).

WITNESSETH

WHEREAS, pursuant to a certain lease dated as of January 15, 1992 (the “Prime Lease”) from Prime Landlord to Aberjona, Prime Landlord leased and demised to Aberjona, and Aberjona leased and took from Prime Landlord, certain premises consisting of approximately 9,003 square feet of land located in Winchester, Massachusetts, and being more particularly described on Exhibit A, attached hereto and made a part hereof (the “Town Land”), a notice of which Prime Lease has been recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 21774, Page 568 , as modified by that certain Notice of Assignment of Lease recorded with the Registry in Book 59488, Page 407; and

WHEREAS, pursuant to a certain lease dated as of November 15, 1991 from Aberjona (as successor to Aberjona Realty Trust), to Winchester (as successor to Winchester Associates), as amended by Amendment to Lease Agreement dated _____, 2021 (collectively, the “Aberjona Lease”), Aberjona leased and demised to Winchester, and Winchester leased and took from Aberjona, the Town Land and certain other premises located in Winchester, Massachusetts (collectively, the “Aberjona Land”), and being more particularly described on Exhibit B attached hereto and made a part hereof, a notice of which Aberjona Lease has been recorded with the Registry in Book 21774, Page 579; and

WHEREAS, pursuant to a certain lease dated as of January 1, 1982, as amended and restated as of _____ 2021 (the “Stop & Shop Lease”) from Winchester to Stop & Shop, Winchester leased and demised to Stop & Shop, and Stop & Shop leased and took from Winchester, the Town Land, the Aberjona Land and certain other premises located in Winchester, Massachusetts (collectively, the “Stop & Shop Land”), and being more particularly described on Exhibit C attached hereto and made a part hereof, a notice of which Stop & Shop Lease has been recorded with the Registry in Book _____, Page _____ ; and

WHEREAS, as an inducement to Stop & Shop to execute the Stop & Shop Lease, Prime Landlord has agreed to enter into this Recognition and Attornment Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Prime Landlord represents and warrants to, and agrees with, Stop & Shop as follows:

- a) That it holds the interest of the “landlord” under the Prime Lease, and that the Prime Lease is in full force and effect and there are no defaults thereunder;
- b) That it is vested with title in fee simple to the Town Land, free and clear of all liens and encumbrances except the Aberjona Lease and any matters of record;
- c) That it consents to the Stop & Shop Lease. In the event of the cancellation, termination, expiration and/or surrender of the Prime Lease, the Aberjona Lease shall be binding upon Prime Landlord as it pertains to the Town Land and shall continue in full force and effect for the full unexpired term thereof, as same may be extended from time to time under the provisions of the Aberjona Lease, and the rights of Winchester Associates under the Aberjona Lease as they pertain to the Town Land shall continue in full force and effect and shall not be terminated or disturbed, except for default continuing after notice and beyond any applicable grace period for curing same and otherwise in accordance with the terms and conditions of the Aberjona Lease. Prime Landlord shall keep all of the terms, covenants and provisions of the Aberjona Lease on the part of the landlord therein to be kept and performed as they pertain to the Town Land.
- d) In the event of the cancellation, termination, expiration and/or surrender of the Aberjona Lease and the Prime Lease, the Stop & Shop Lease shall be binding upon Prime Landlord as it pertains to the Town Land and shall continue in full force and effect for the full unexpired term thereof, as same may be extended from time to time under the provisions of the Stop & Shop Lease, and the rights of Stop & Shop under the Stop & Shop Lease as they pertain to the Town Land shall continue in full force and effect and shall not be terminated or disturbed, except for default continuing after notice and beyond any applicable grace period for curing same and otherwise in accordance with the terms and conditions of the Stop & Shop Lease. Prime Landlord shall keep all of the terms, covenants and provisions of the Stop & Shop Lease on the part of the landlord therein to be kept and performed as they pertain to the Town Land.
- e) That it will furnish simultaneously to Stop & Shop a copy of any notice of default sent to Landlord pursuant to the Prime Lease, and further that it will grant, and hereby does grant, to Stop & Shop a reasonable opportunity to cure such default before canceling the Prime Lease. In the event Stop & Shop elects to cure, and thereafter cures or is diligently proceeding to cure, the default within a reasonable period of time after receipt of a copy of said default notice, Prime Landlord will not cancel the Prime Lease on account of such default, it being agreed, however, that if Stop & Shop does not elect to cure the default, the provisions of paragraph 1 c) hereof shall remain in full force and effect.

- f) That it agrees to waive and relinquish, and hereby does so waive and relinquish, any and all rights and/or remedies against Stop & Shop pursuant to any lien (statutory or otherwise) that it may have against any equipment, fixtures, signs, or other property at any time furnished or installed in, on or about the Town Land by or for Stop & Shop, its subtenants or licensees or any equipment lessor regardless of the manner or mode of attachment thereof.

2. Stop & Shop agrees that if Prime Landlord, or any person claiming under the Prime Landlord, shall succeed to the interest of landlord in said Stop & Shop Lease, Stop & Shop will recognize, and attorn to, Prime Landlord or such other person, as its landlord under the terms of said Lease, with the same force and effect as though the Stop & Shop Lease were a direct lease from Prime Landlord to Stop & Shop, and Aberjona and Winchester Associates hereby consent to said attornment.

3. Aberjona agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Prime Landlord of any of its rights under the Prime Lease or related documents, and that the Prime Lease and any related documents remain in full force and effect and shall be complied with in all respects by Aberjona.

4. Winchester Associates agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Aberjona of any of its rights under the Aberjona Lease or related documents, and that the Aberjona Lease and any related documents remain in full force and effect and shall be complied with in all respects by Winchester Associates.

5. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim, or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.

6. The benefits and obligations of this Agreement shall inure to, and be binding upon, the successors and assigns of the respective parties hereto.

[Signatures appear on following pages]

[Signature page to Recognition and Attornment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal by their duly authorized representatives.

PRIME LANDLORD

Witnessed By:

TOWN OF WINCHESTER

_____ By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, County ss.

On this _____ day of _____ 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she/he signed it voluntarily for its stated purpose and is authorized to execute same as _____ for the Town of Winchester, as the voluntary act of the limited liability company.

Notary Public

[Signature page to Recognition and Attornment (cont'd)]

LANDLORD

Witnessed By:

ABERJONA WINCHESTER, LLC

By: _____

Name: Jessica Carroll

Title: Manager

COMMONWEALTH OF MASSACHUSETTS

_____, County ss.

On this ____ day of _____ 2021, before me, the undersigned notary public, personally appeared Jessica Carroll, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and is authorized to execute same as Manager for Aberjona Winchester, LLC, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

Notary Public

[Signature page to Recognition and Attornment (cont'd)]

LANDLORD:

Witnessed By:

WINCHESTER ASSOCIATES REALTY, LLC, a
Massachusetts limited liability company

By: _____
Jessica Carroll, Manager

COMMONWEALTH OF MASSACHUSETTS

_____, County ss.

On this _____ day of _____ 2021, before me, the undersigned notary public, personally appeared Jessica Carroll, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose and is authorized to execute same as Manager for Winchester Associates Realty, LLC, a Massachusetts limited liability company, as the voluntary act of the limited liability company.

Notary Public

[Signature page to Recognition and Attornment (cont'd)]

THE STOP & SHOP SUPERMARKET COMPANY LLC

Witnessed By:

_____ By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, County ss.

On this _____ day of _____ 2021, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose and is authorized to execute same as Manager for The Stop & Shop Supermarket Company LLC, a Delaware limited liability company, as the voluntary act of the limited liability company.

Notary Public

EXHIBIT A

Legal Description of Town Land

The land, together with improvements thereon, located in Winchester, Massachusetts, being shown as Parcel B on a plan entitled "Plan of Land in Winchester, MA", dated May 2, 1990, prepared by SAIC Engineering, Inc., and to be recorded with the Middlesex South Registry of Deeds, and which land and improvements thereon are bounded and described as follows:

BEGINNING: at a point located on the southwesterly side of Skillings Road, and continuing S 04°38'36" E, a distance of 52.51 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: continuing S 01°45'05" E, a distance of 105.90 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: continuing S 01°11'20" W, a distance of 48.76 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: turning and running S 80°06'54" W, a distance of 39.74 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: turning and running along an arc the radius of which is 2,041.25, a distance of 252.28 feet, along Parcel A as-shown on said plan, to a point;

THENCE: turning and running S 48°10'38" E, a distance of 57.23 feet, along said Skillings Road, to the point of beginning.

Containing approximately 9,003 square feet, according to said plan.

EXHIBIT B

Legal Description of Aberjona Land

Parcel A

The land, together with improvements thereon, located in Winchester, Massachusetts, being shown as Parcel A on a plan entitled "Plan of Land in Winchester, MA", dated May 2, 1990, prepared by SAIC Engineering, Inc., and which land and improvements thereon are bounded and described as follows:

- BEGINNING: at a point located on the southeasterly side of Skillings Road, and continuing along an arc, the radius of which is 2,041.24 feet, a distance of 252.28 feet, along Parcel B as shown on said plan, to a point;
- THENCE: continuing along an arc, the radius of which is 2,005.88 feet, a distance of 309.23 feet, along land now or formerly of the Town of Winchester, to a point;
- THENCE: turning and running N 77°09'37" W, a distance of 76.83 feet, along Parcel D as shown on said plan, to a point;
- THENCE: turning the running N 03°36'51" E, a distance of 281.37 feet, along Parcel C as shown on said plan, to a point;
- THENCE: turning and running N 67°24'06" W, a distance of 18.99 feet, along said Parcel C, to a point;
- THENCE: turning and running N 82°37'49" W, a distance of 109.60 feet, along said Parcel C, to a point;
- THENCE: turning and running S 87°31'32" E, a distance of 131.79 feet, along land now or formerly of Winchester Associates Realty Trust, to a point;
- THENCE: turning and running along an arc, the radius of which is 1,958.75 feet, a distance of 330.66 feet, along land now or formerly of Winchester Associates Realty Trust, to a point;
- THENCE: turning and running S 48°10'38" E, a distance of 125.69 feet, along Skillings Road to the point of beginning.

Containing approximately 50,695 square feet, according to said plan.

Parcel B

The land, together with improvements thereon, located in Winchester, Massachusetts, being shown as Parcel B on a plan entitled "Plan of Land in Winchester, MA", dated May 2, 1990, prepared by SAIC Engineering, Inc., and to be recorded with the Middlesex South Registry of Deeds, and which land and improvements thereon are bounded and described as follows:

BEGINNING: at a point located on the southwesterly side of Skillings Road, and continuing S 04°38'36" E, a distance of 52.51 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: continuing S 01°45'05" E, a distance of 105.90 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: continuing S 01°11'20" W, a distance of 48.76 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: turning and running S 80°06'54" W, a distance of 39.74 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: turning and running along an arc the radius of which is 2,041.25, a distance of 252.28 feet, along Parcel A as-shown on said plan, to a point;

THENCE: turning and running S 48°10'38" E, a distance of 57.23 feet, along said Skillings Road, to the point of beginning.

Containing approximately 9,003 square feet, according to said plan.

EXHIBIT C

Legal Description of Stop & Shop Land

Parcel A

A certain parcel of land with the buildings thereof situated in Winchester, Middlesex County, in the Commonwealth of Massachusetts, and being shown on a "Plan of Land, Winchester, Mass. Belonging to George W. Blanchard & Co." dated October 16, 1956 made by Frederick A. Ewell, Registered Land Surveyor, and duly recorded with Middlesex South District Deeds in Book 8845, Page 328, and bounded and described as follows:

- WESTERLY: by Main Street in two lines measuring one hundred seventy and 61/100 (170.61) feet and one hundred forty-seven and 67/100 (147.67) feet, respectively;
- NORTHWESTERLY: by a curving line at the intersection of said Main Street and Skillings By-Pass, eighty-three and 55/100 (83.55) feet;
- NORTHERLY: by Skillings By-Pass on a slightly curving line measuring one hundred eighty-four and 21/100 (184.21) feet;
- EASTERLY: in part by Skillings By-Pass and by land of the Boston and Maine Railroad, three hundred sixty-five and 52/100 (365.52) feet;
- SOUTHEASTERLY: by land of the Boston and Maine Railroad, one hundred thirty-one and 88/100 (131.88) feet; and
- SOUTHWESTERLY: by land of the Winchester Theater Co., one hundred sixty-five and 14/100 (165.14) feet.

Containing 97,946 square feet of land according to said plan.

Parcel B

The land, together with improvements thereon, located in Winchester, Massachusetts, being shown as Parcel B on a plan entitled "Plan of Land in Winchester, MA", dated May 2, 1990, prepared by SAIC Engineering, Inc., and to be recorded with the Middlesex South Registry of Deeds, and which land and improvements thereon are bounded and described as follows:

- BEGINNING: at a point located on the southwesterly side of Skillings Road, and continuing S 04°38'36" E, a distance of 52.51 feet, along land now or formerly of the Town of Winchester, to a point;
- THENCE: continuing S 01°45'05" E, a distance of 105.90 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: continuing S 01°11'20" W, a distance of 48.76 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: turning and running S 80°06'54" W, a distance of 39.74 feet, along land now or formerly of the Town of Winchester, to a point;

THENCE: turning and running along an arc the radius of which is 2,041.25, a distance of 252.28 feet, along Parcel A as-shown on said plan, to a point;

THENCE: turning and running S 48°10'38" E, a distance of 57.23 feet, along said Skillings Road, to the point of beginning.

Containing approximately 9,003 square feet, according to said plan.

Parcel C

Parcel A (containing approximately 50,695 square feet) as shown on a plan entitled "Plan of Land in Winchester, MA, prepared for Winchester Associates Realty Trust," dated May 2, 1990 (revised August 7, 1990 and August 2, 1991), prepared by SAIC Engineering, Inc., and recorded with Middlesex South Registry of Deeds as plan 124 of 1992.