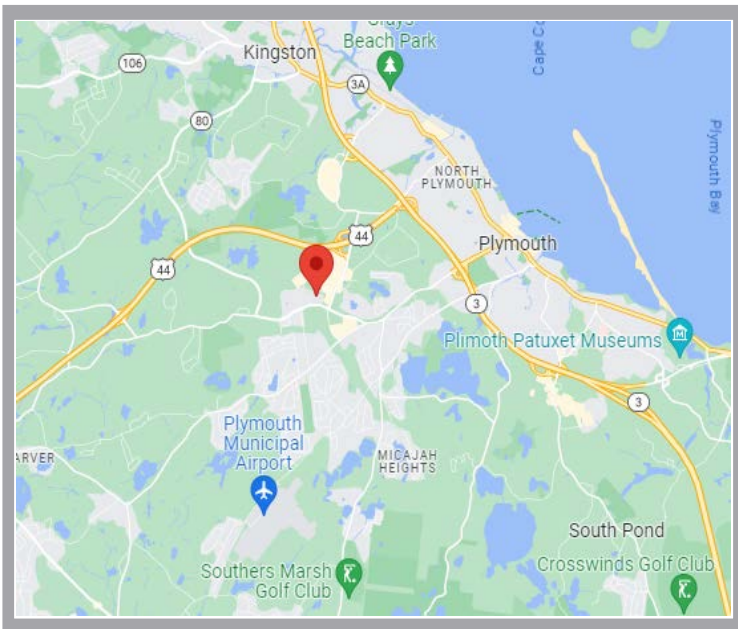


FOR LEASE - NEW CONSTRUCTION  
COLONY PLACE  
26 PLAZA WAY - PLYMOUTH, MA



**3,588 SF**

**Allowed Uses Includes**

- Retail
- Office
- Medical Office
- Restaurant
- Financial Institution
- Light Industrial

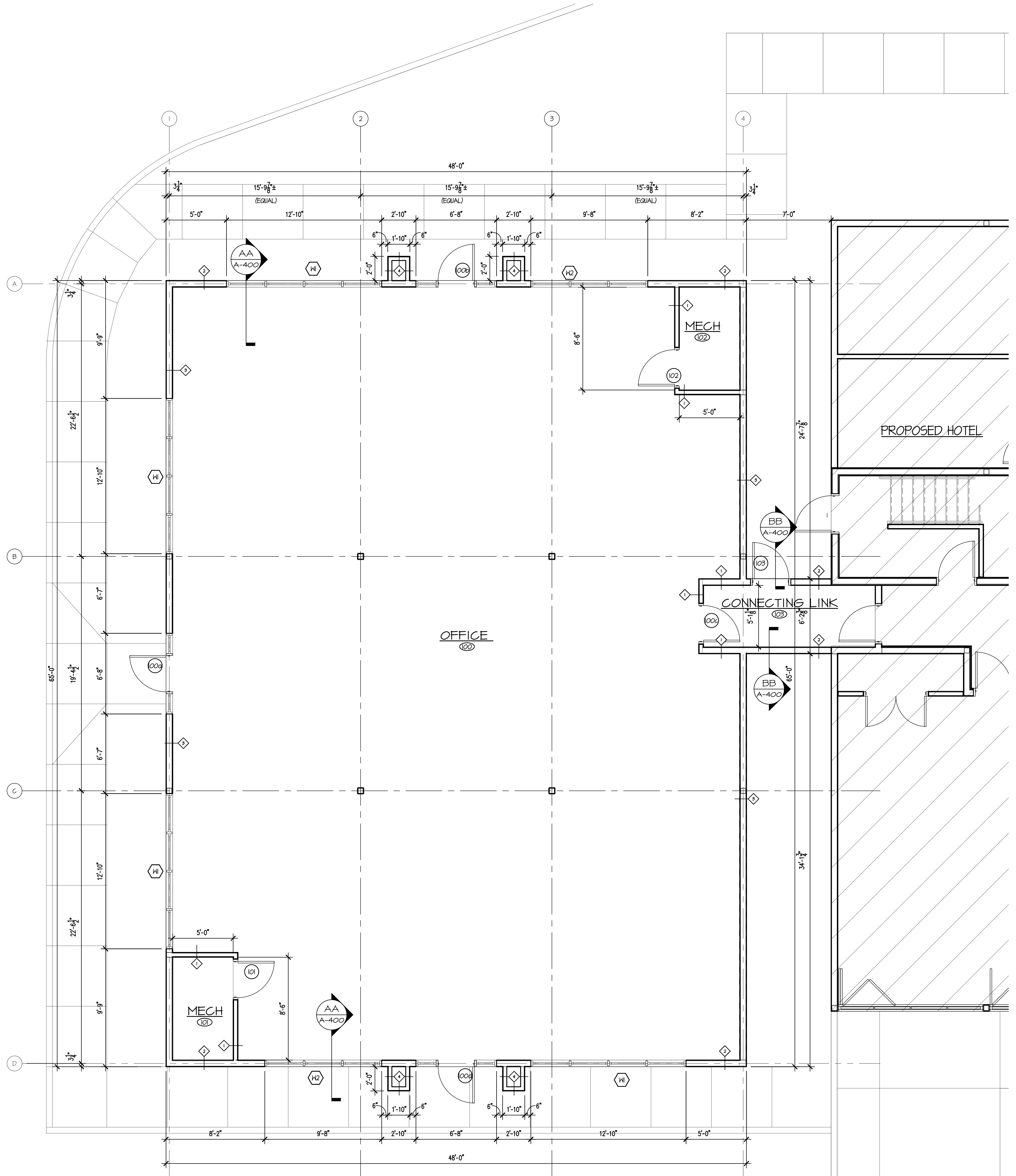
**Please Visit the Website for Colony Place**  
**[www.shopcolonyplace.com](http://www.shopcolonyplace.com)**

**DONAHUE**  
**ASSOCIATES**

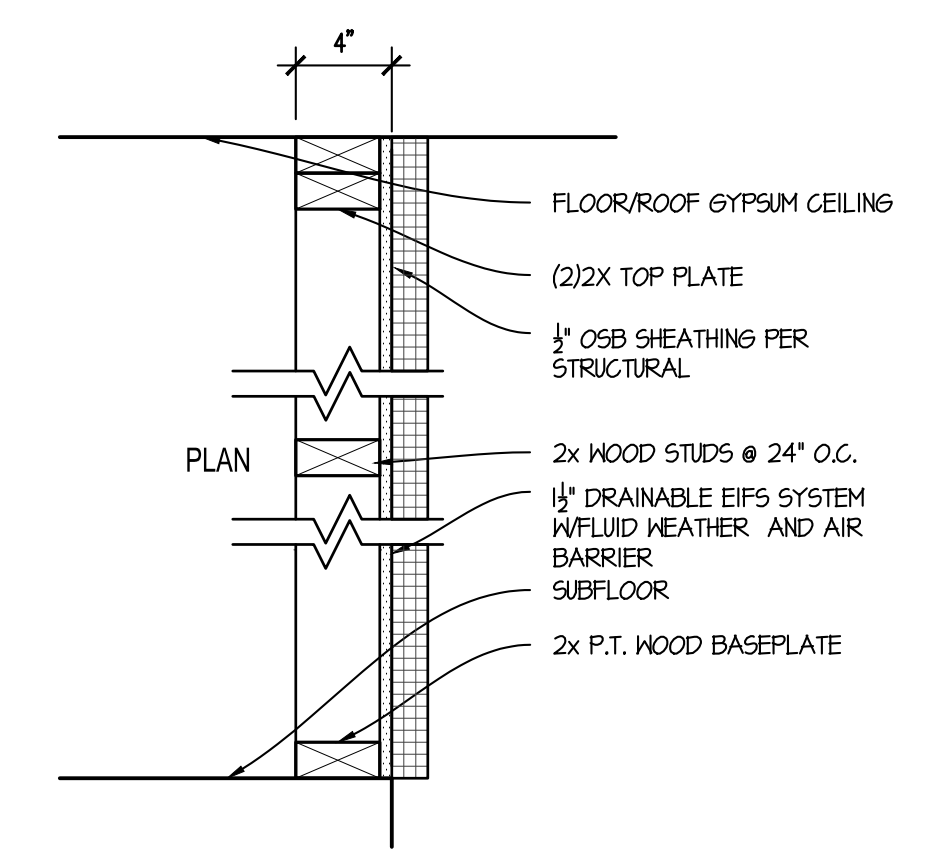
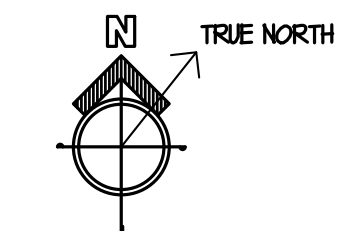
*Commercial & Industrial Real Estate*  
*457 Belmont Street*  
*Brockton, MA 02301*  
*Tel: 508.588.1717*  
*[mdre@donahueassociates.com](mailto:mdre@donahueassociates.com)*

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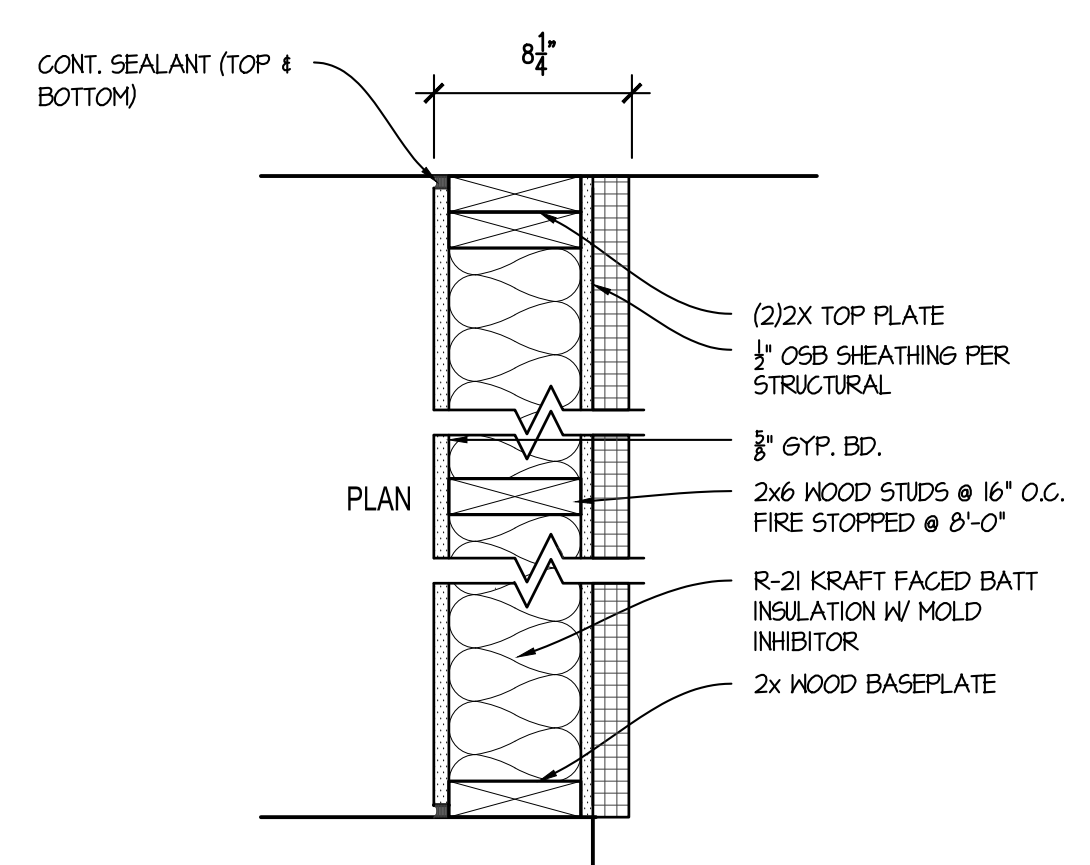
[www.donahueassociates.com](http://www.donahueassociates.com)



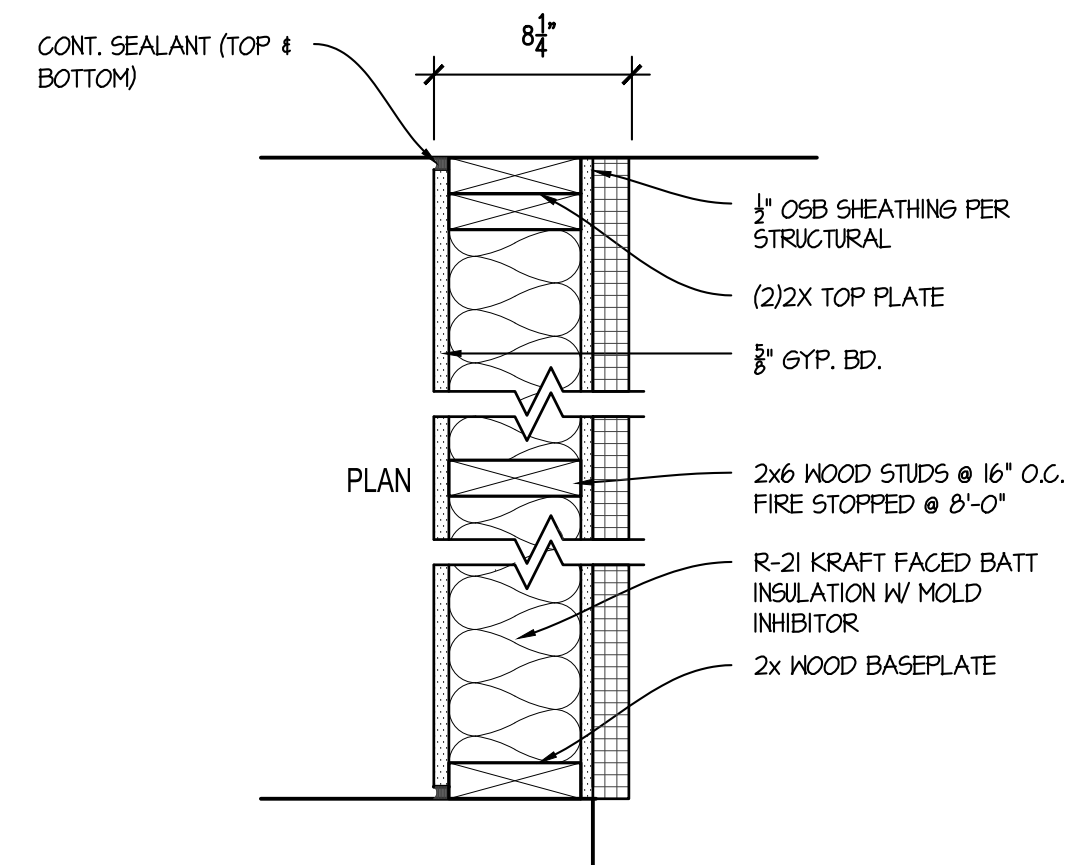
**FLOOR PLAN**  
SCALE: 1/4" = 1'-0" 3/16/20F



**4 CHASE WALL PARTITION**  
2x4 STUDS

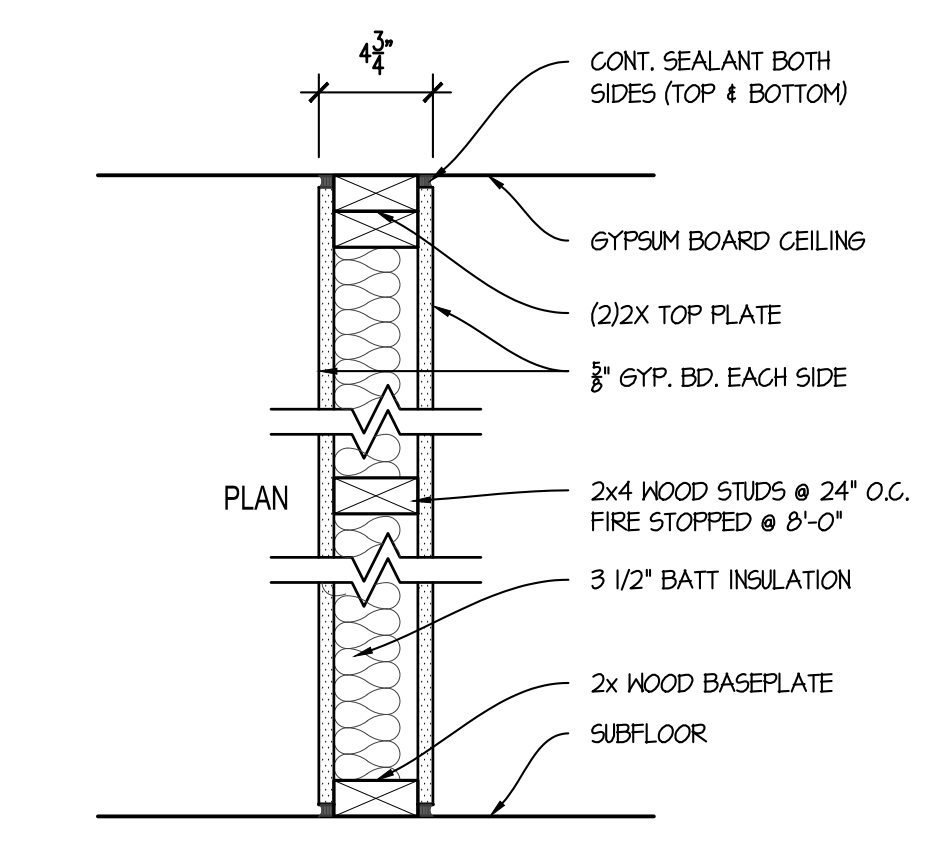


**3 EXTERIOR WALL TYPE**  
2x6 STUDS



**2 1HR RATED WALL TYPE**  
2x6 STUDS

UL #356



**1 STANDARD PARTITION**  
2x4 STUDS

**1 WALL TYPES**  
SCALE: 1 1/2" = 1'-0"

REVISION DESCRIPTION	
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**FOR CONSTRUCTION**

OFFICE BUILDING, PLYMOUTH MA

PLAZA WAY  
PLYMOUTH, MA

FLOOR PLAN

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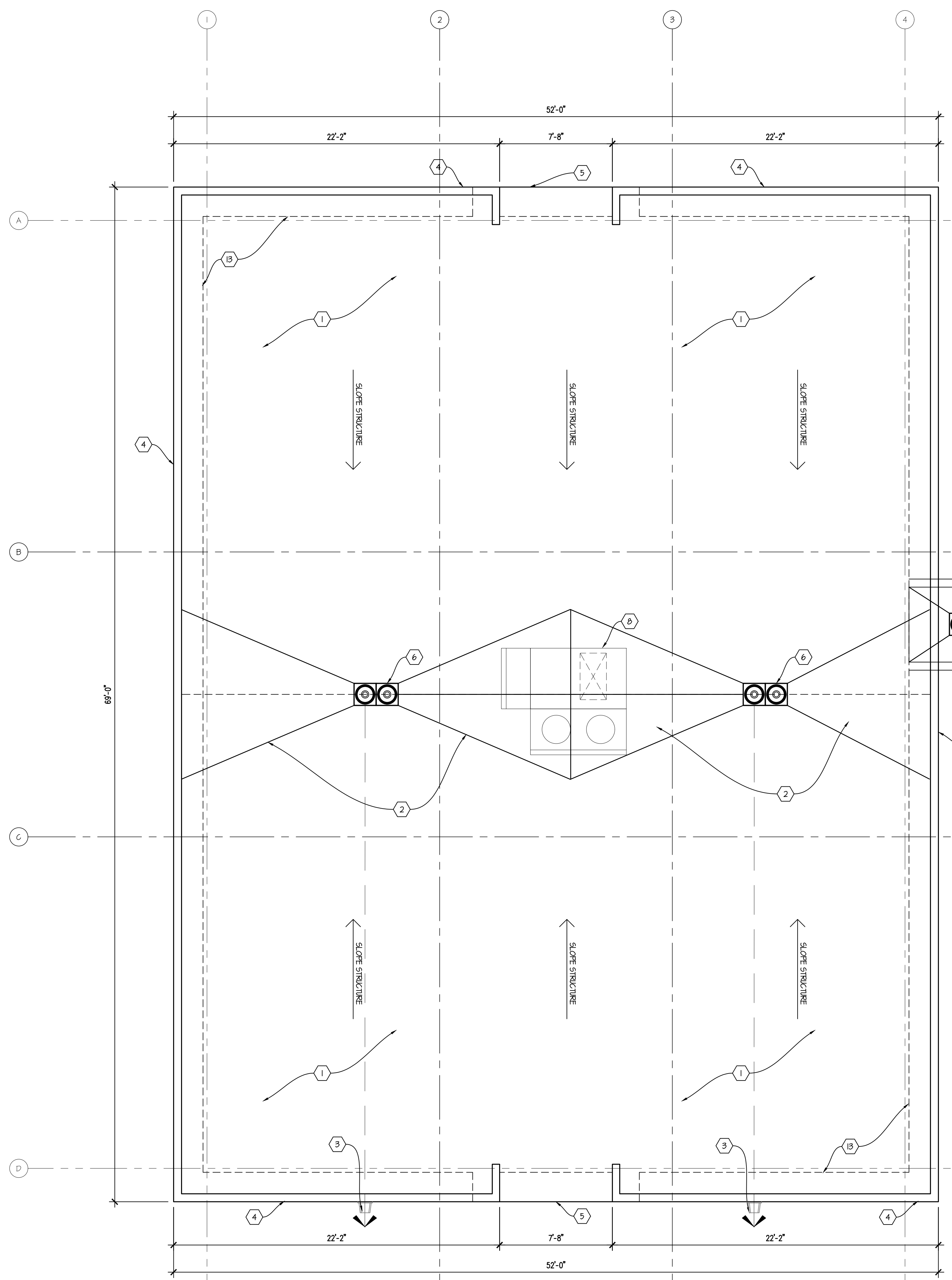
**DRAWN BY**  
MAC

**SHEET**  
A-100

**JOB # 219070**

**DATE 4-17-2020**

**REVISION**  
A-100

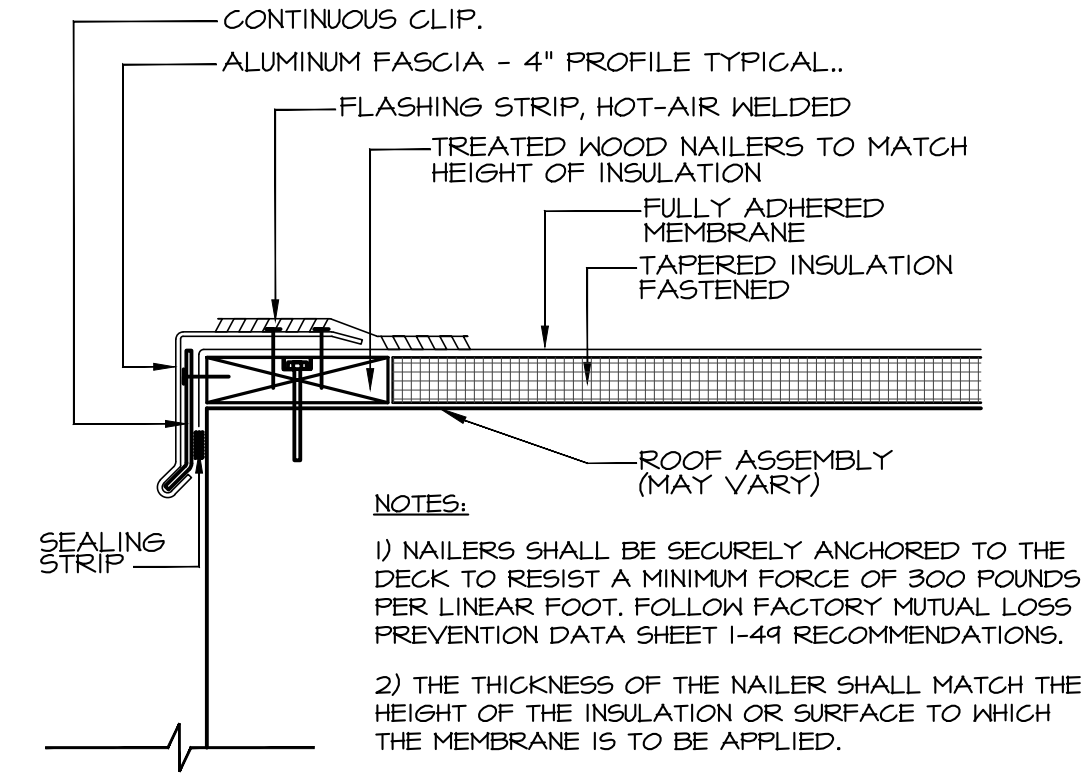


**GENERAL NOTES:**

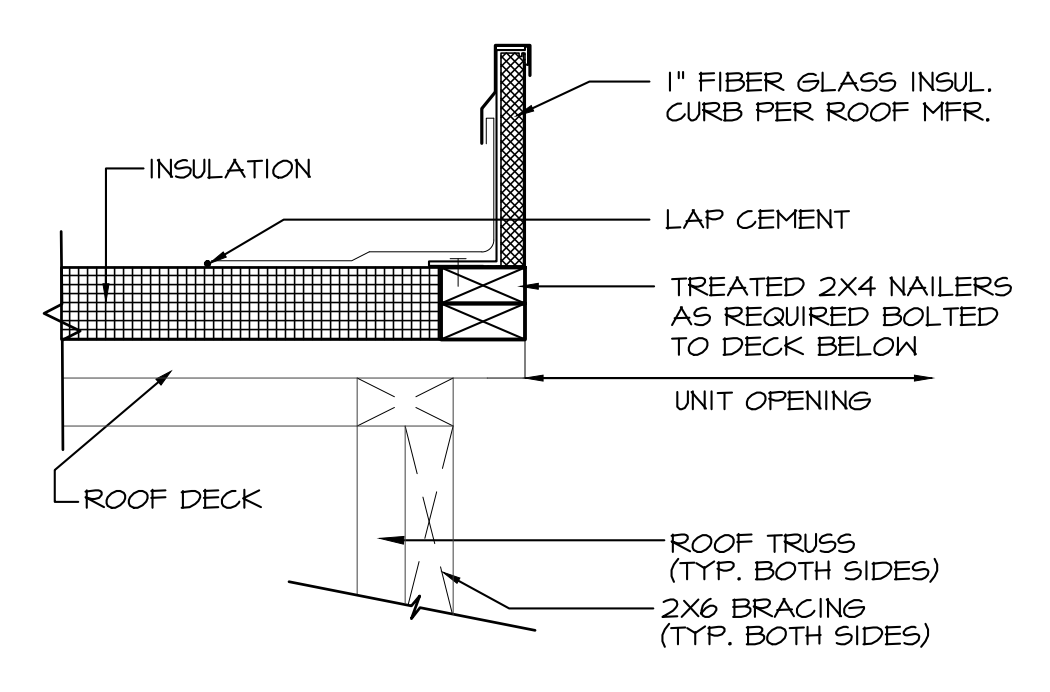
1. ALL TAPERED INSULATION SHALL BE SLOPED A MIN. OF 1/4" PER FOOT.
2. MINIMUM ROOF INSULATION SHALL BE EQUIVALENT TO R-30
3. PROVIDE CRICKETS AS SHOWN TO PROVIDE FLOW TO DRAIN. SLOPE INSULATION 1/4" PER FOOT (TYPICAL) WHERE FLOW / SLOPE IS INTERRUPTED BY EQUIPMENT, PIPING, ETC. THE ROOF HALL SHALL PROVIDE CRICKETS AS NEEDED TO MAINTAIN PROPER FLOW OF RAIN WATER TO DRAINAGE INLETS.
4. ALL ROOF TOP EQUIPMENT, PLUMBING VENTS, CONDENSING UNITS, EXHAUST FANS, BOILER FLUES, ETC. ARE TO BE CONCEALED FROM VIEW BEHIND PARAPET WALLS OR MECHANICAL EQUIPMENT SCREEN.
5. ROOF TOP UNIT LOCATIONS ARE APPROXIMATE. REFER TO STRUCTURAL FRAMING PLAN FOR EXACT LOCATION. IDENTIFY ANY CONFLICTS BETWEEN STRUCTURAL FRAMING AND DUCTWORK AND NOTIFY THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION.
6. ANY DEVIATION FROM THE ROOF DESIGN (I.E. INSULATION TYPE, THICKNESS, ETC.) SHALL BE APPROVED BY THE OWNER, ARCHITECT AND THE ROOFING CONTRACTOR SHALL VERIFY THAT ANY SUBSTITUTIONS MAINTAIN ROOF WARRANTIES AND COMPLIES WITH THE BUILDING CODE.
7. REFER TO PLUMBING AND MECHANICAL DRAWINGS FOR PLUMBING AND MECHANICAL PLANS.
8. ALL COPING SHALL BE CALKED AS REQUIRED.
9. ALL SHEET METAL SHALL BE 1/8" ALUMINUM OR 24 GA. GALVANIZED W/ A FACTORY KYNAR FINISH, COLOR AS SELECTED BY OWNER.
10. WALLS OVER 12" IN WIDTH SHALL HAVE A (2) PIECE STYLE GRAVEL STOP IN LIEU OF COPING.
11. ALL DUCTWORK AND PIPING ON THE ROOF SHALL BE INSULATED, WRAPPED AND WATERPROOFED.
12. ALL SUBCONTRACTORS, AT THEIR SOLE COST, SHALL COMPLY WITH APPLICABLE LOCAL, COUNTY, STATE AND FEDERAL CODES AND ORDINANCE AND SHALL COORDINATE WITH LOCAL BUILDING OFFICIALS FOR ANY ADDITIONAL WORK TO BE REQUIRED BY THE OFFICIAL THAT IS OR IS NOT REPRESENTED ON THE CONSTRUCTION DOCUMENTS. IT IS THE RESPONSIBILITY OF EACH SUBCONTRACTOR TO PROVIDE SIGN-OFFS AND APPROVALS FOR ALL WORK DONE.
13. DASHED LINES INDICATE OUTLINE OF FLOOR PLAN BELONGING TO...

**PLAN REFERENCE NOTES:**

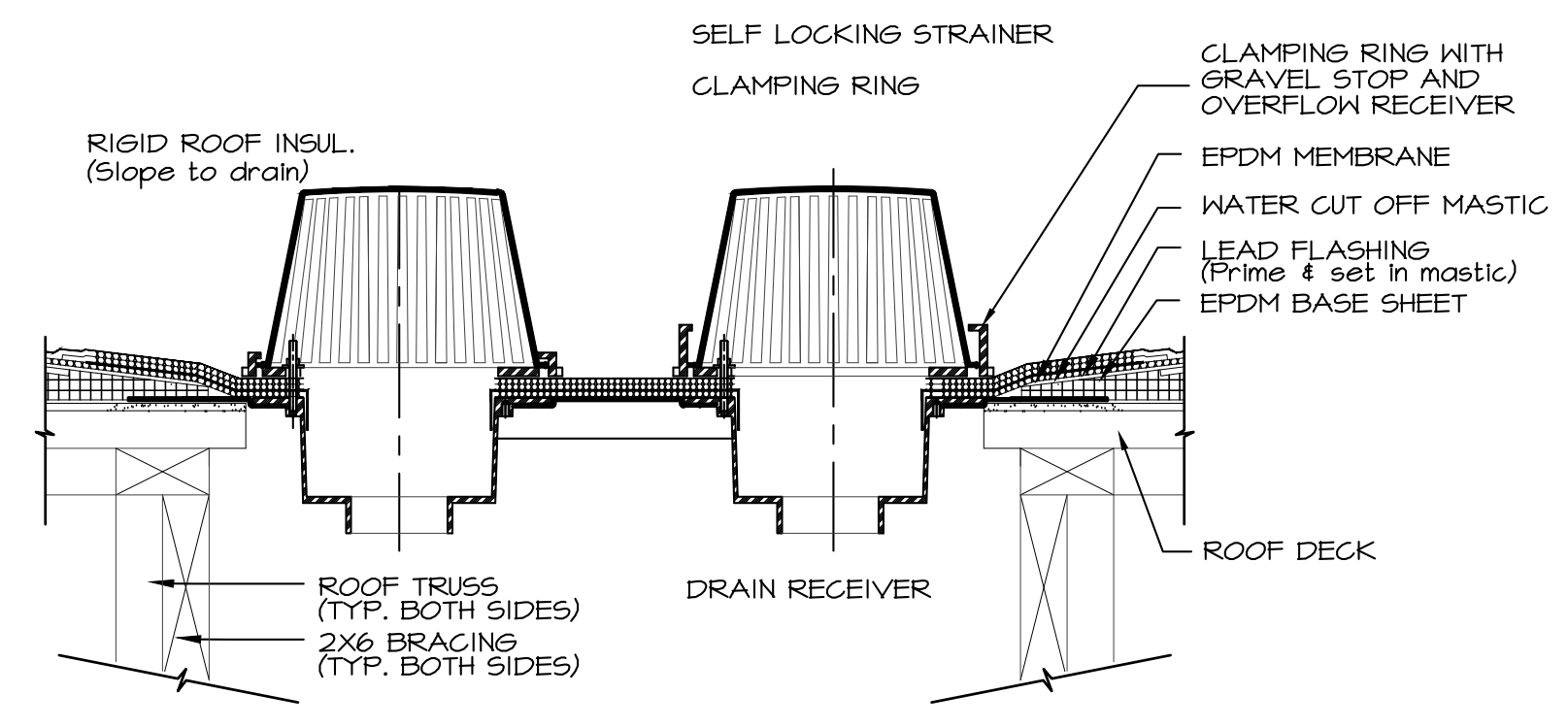
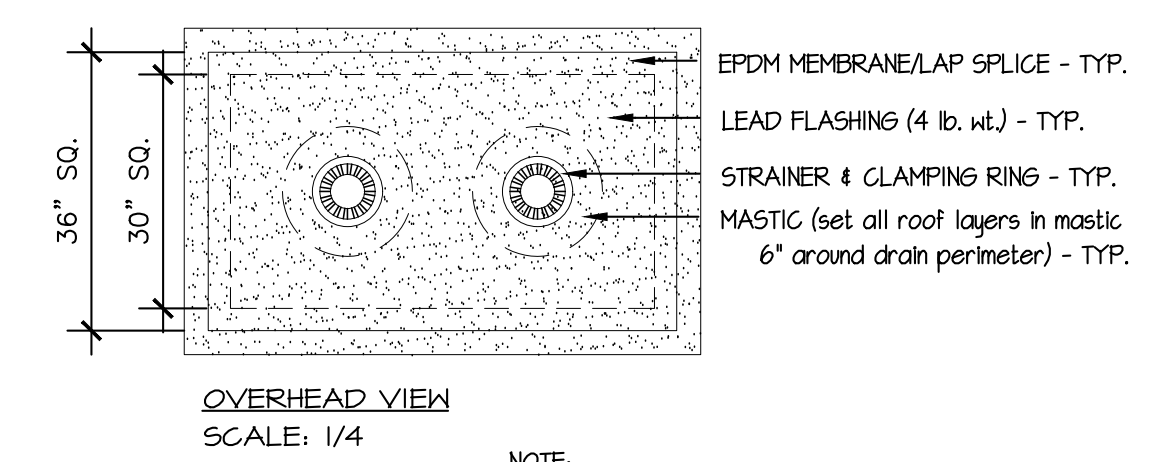
1. MEMBRANE ROOF OVER RIGID INSULATION, TOP CHORD OF TRUSS IS SLOPED TOWARD CENTER OF BUILDING
2. TAPERED INSULATION CRICKET
3. ROOF LEADER TO OVERFLOW LAMBS TONGUE
4. ROOF PARAPET
5. GRAVEL STOP EDGE
6. ROOF DRAIN
7. MAKE UP AIR UNIT ON ROOF CURB.
8. ROOF TOP MECHANICAL EQUIPMENT.



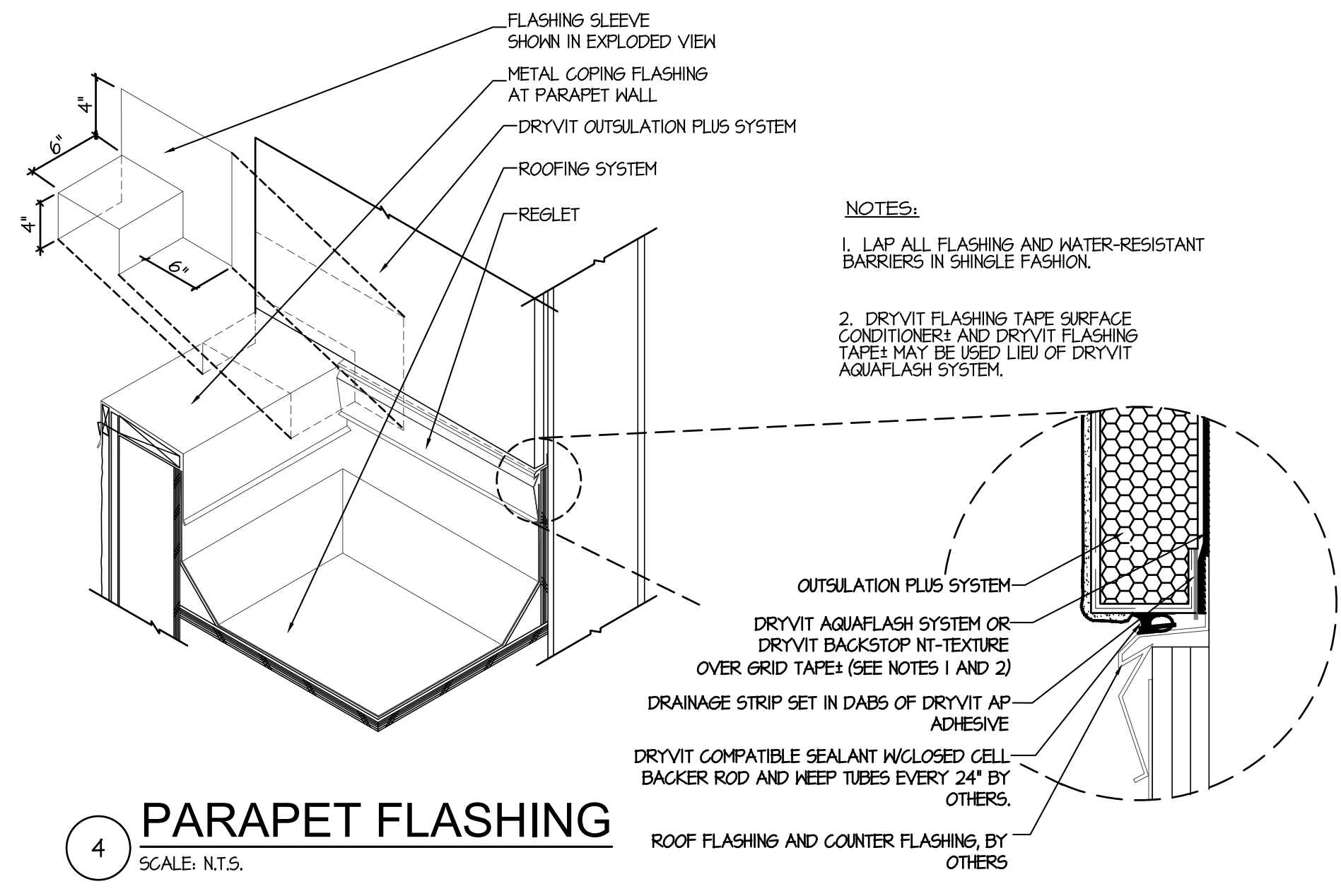
**1 DETAIL - GRAVELSTOP**  
SCALE: 1/2" = 1'-0"



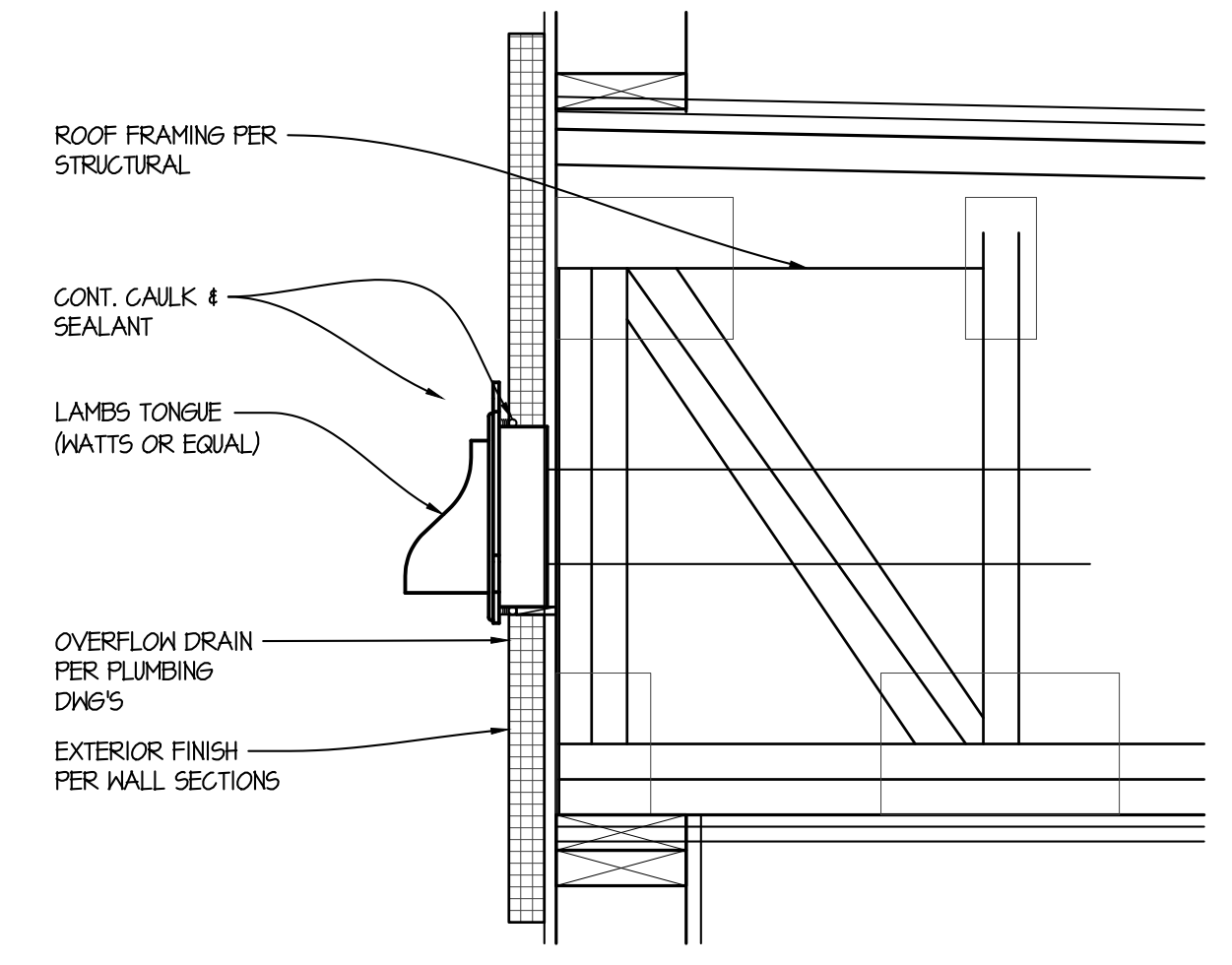
**2 DETAIL - MECHANICAL CURB**  
SCALE: 1/2" = 1'-0"



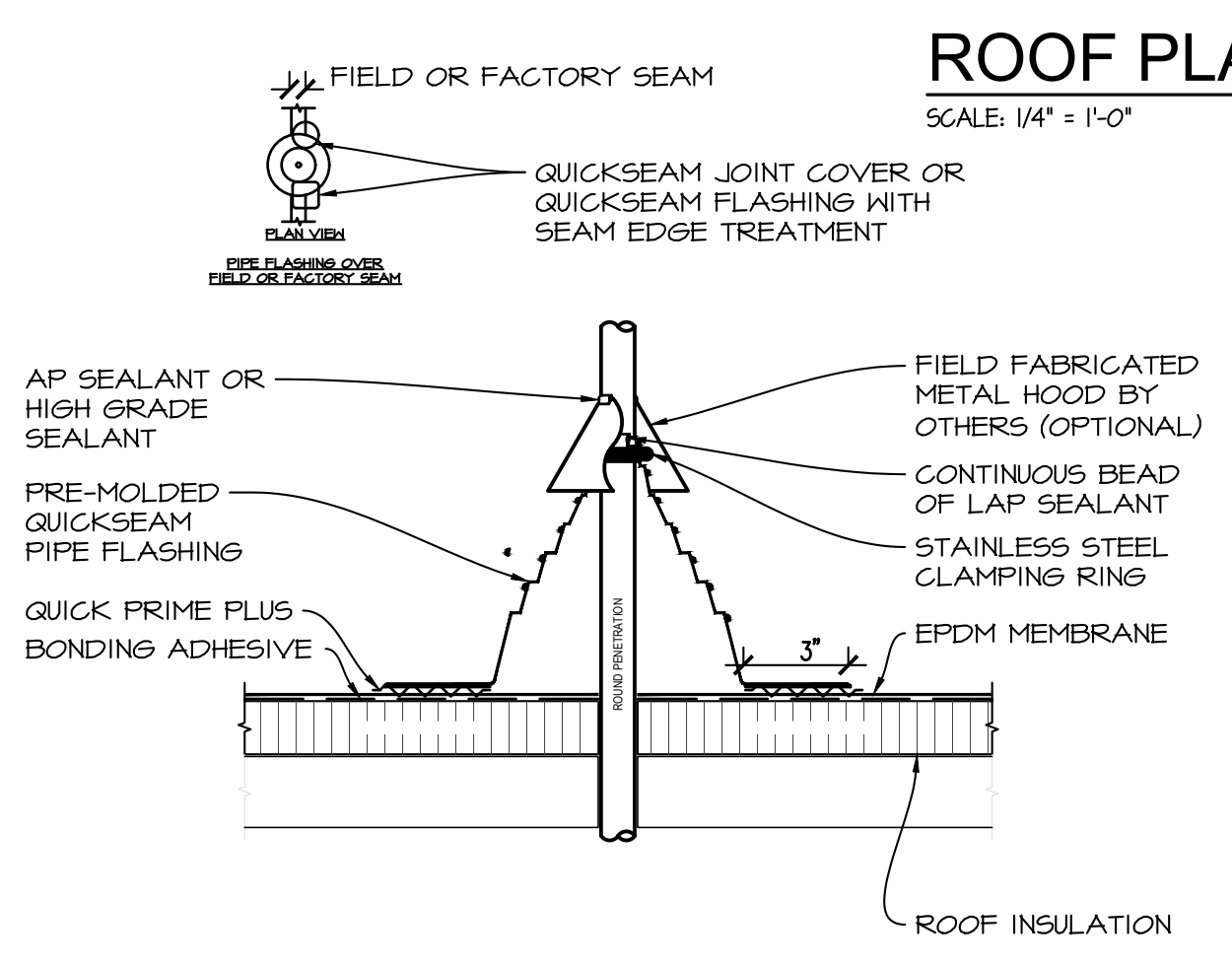
**3 DETAIL - ROOF DRAIN**  
SCALE: 1/2" = 1'-0"



**4 PARAPET FLASHING**  
SCALE: N.T.S.



**5 LAMBS TONGUE DETAIL**  
SCALE: 1/2" = 1'-0"



**6 DETAIL - TYP. VENT THRU ROOF**  
SCALE: 3/4" = 1'-0"

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**FOR CONSTRUCTION**

OFFICE BUILDING, PLYMOUTH MA  
PLAZA WAY  
PLYMOUTH, MA  
  
ROOF PLAN AND DETAILS

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JOB # <b>219070</b>	REVISION DATE
DATE <b>4-17-2020</b>	

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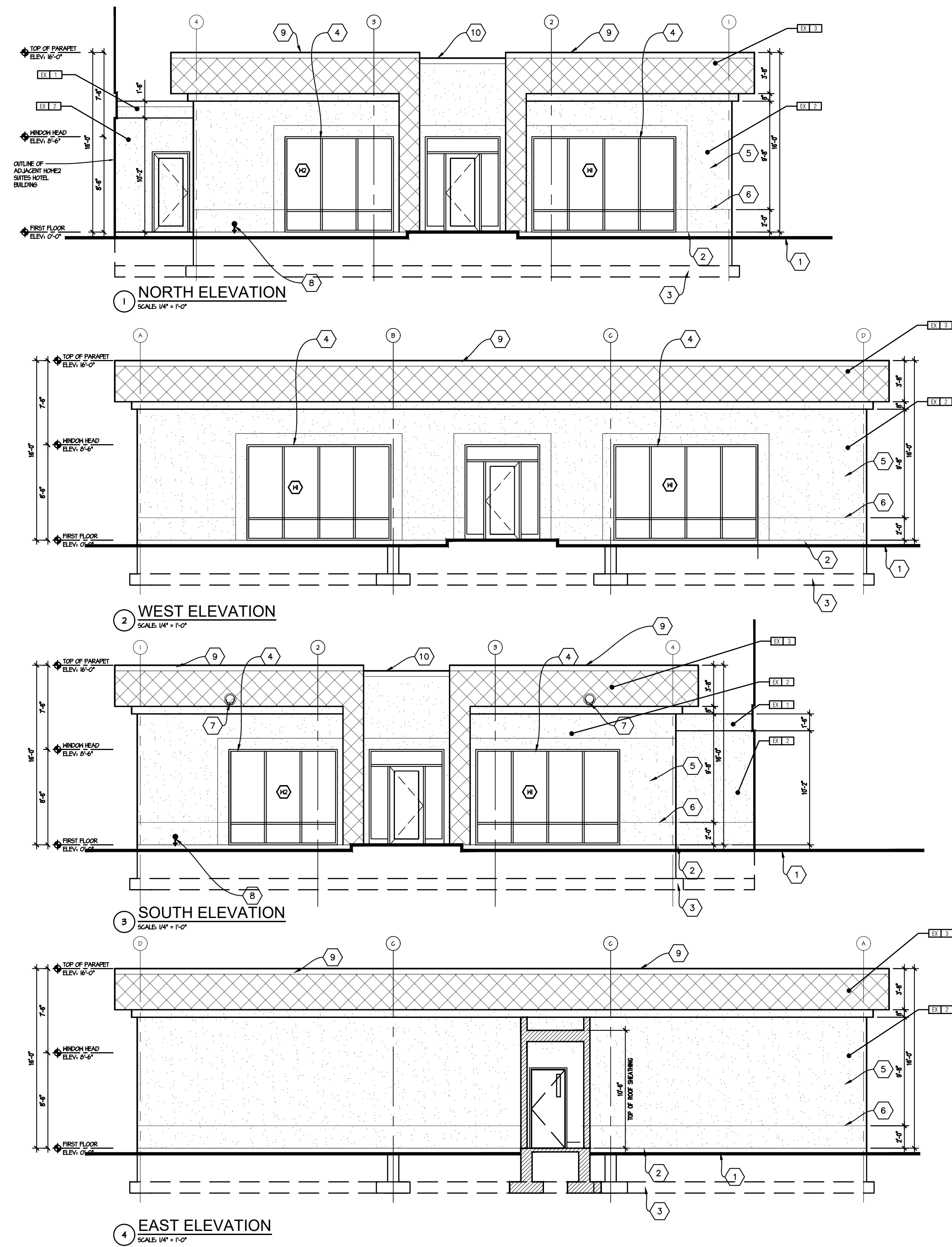
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**FOR CONSTRUCTION**

OFFICE BUILDING, PLYMOUTH MA  
PLAZA WAY  
PLYMOUTH, MA

EXTERIOR ELEVATIONS



**EXTERIOR FINISH**

- EX 1 ACCENT BAND:  
MATERIAL: TEXTURED EIFS  
COLOR: STONE HARBOR  
PAINT NO.: BENJAMIN MOORE: 2111-50
- EX 2 CORE:  
MATERIAL: TEXTURE EIFS  
COLOR: SMOKE OYSTER  
PAINT NO.: BENJAMIN MOORE: 2104-40 R
- EX 3 WRAP:  
MATERIAL: TEXTURED EIFS  
COLOR: NANTUCKET FOG  
PAINT NO.: BENJAMIN MOORE: AC-22

1. ALL ALUMINUM WINDOWS, DOORS & FRAMES TO BE BRONZE.
2. PAINT HOLLOW METAL DOORS & FRAMES TO MATCH ADJACENT FINISH.
3. PAINT EXTERIOR LOUVERS TO MATCH ADJACENT FINISH.

**REFERENCE NOTES:**

- I. GRADE
2. ABOVE GRADE EXPOSED FOUNDATION WALL. RUB CONCRETE TO MATCH EIFS.
3. FOUNDATION PER STRUCTURAL DRAWINGS
4. ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING.
5. EIFS
6. EIFS V-JOINT - 3/4" DEEP
7. OVERFLOW SCUPPER, REFER TO PLUMBING DRAWINGS.
8. TAMPER RESISTANT RECESSED HOSE BIB MOUNT 12" AFF. COORDINATE LOCATIONS WITH PLUMBING DRAWINGS.
9. KYNAR FINISH ALUMINUM COPING SYSTEM --COLOR TO MATCH ADJACENT MATERIAL
10. KYNAR FINISH ALUMINUM GRAVEL STOP --COLOR TO MATCH ADJACENT MATERIAL
- II. EXHAUST VENT - COLOR TO MATCH ADJACENT MATERIAL
12. REVIEW ALL VIEWS AROUND PROPERTY BEFORE LOCATING ALL ROOF TOP MECHANICAL UNITS. VERIFY ALL EQUIPMENT IS ADEQUATELY SCREENED.

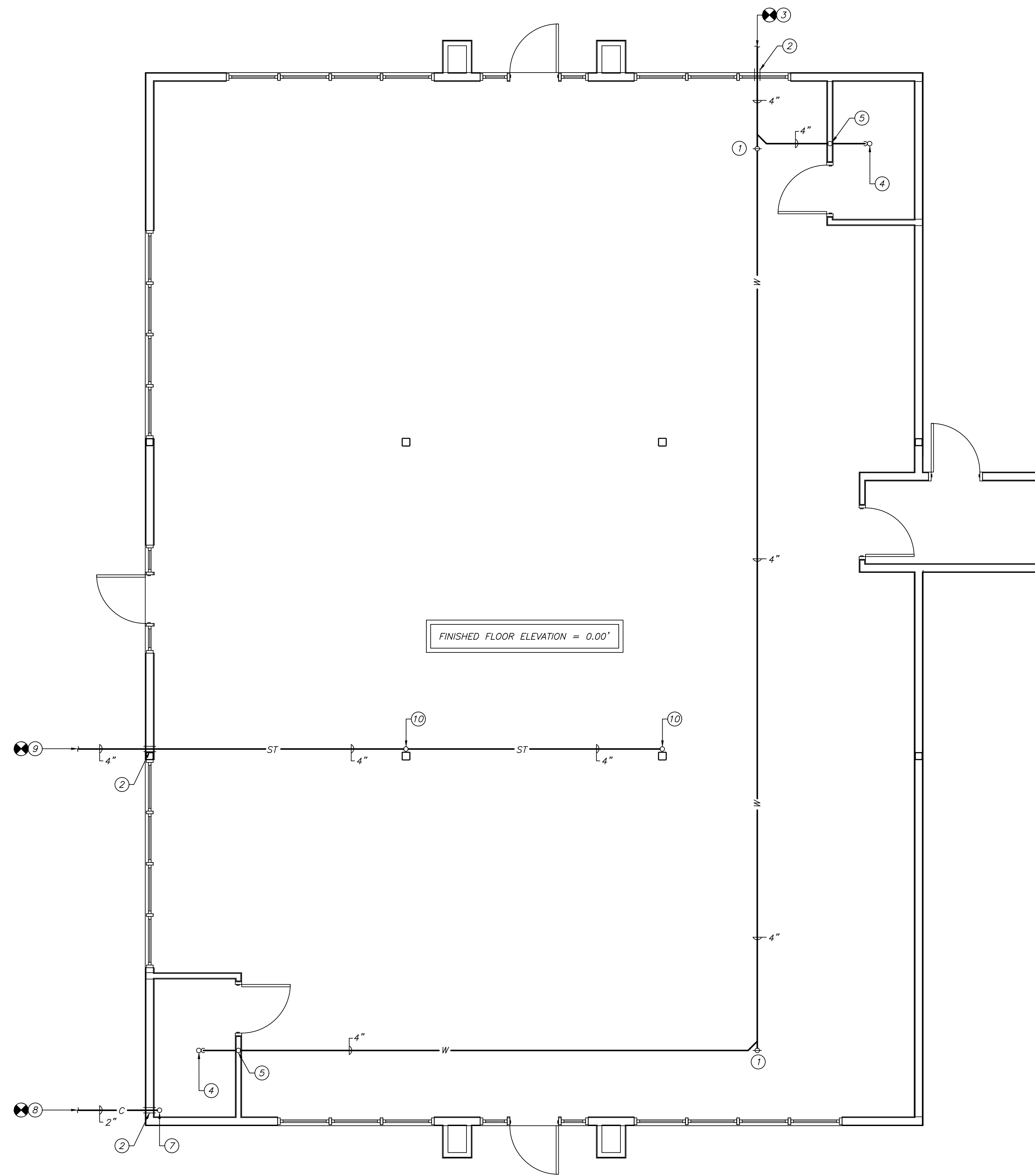
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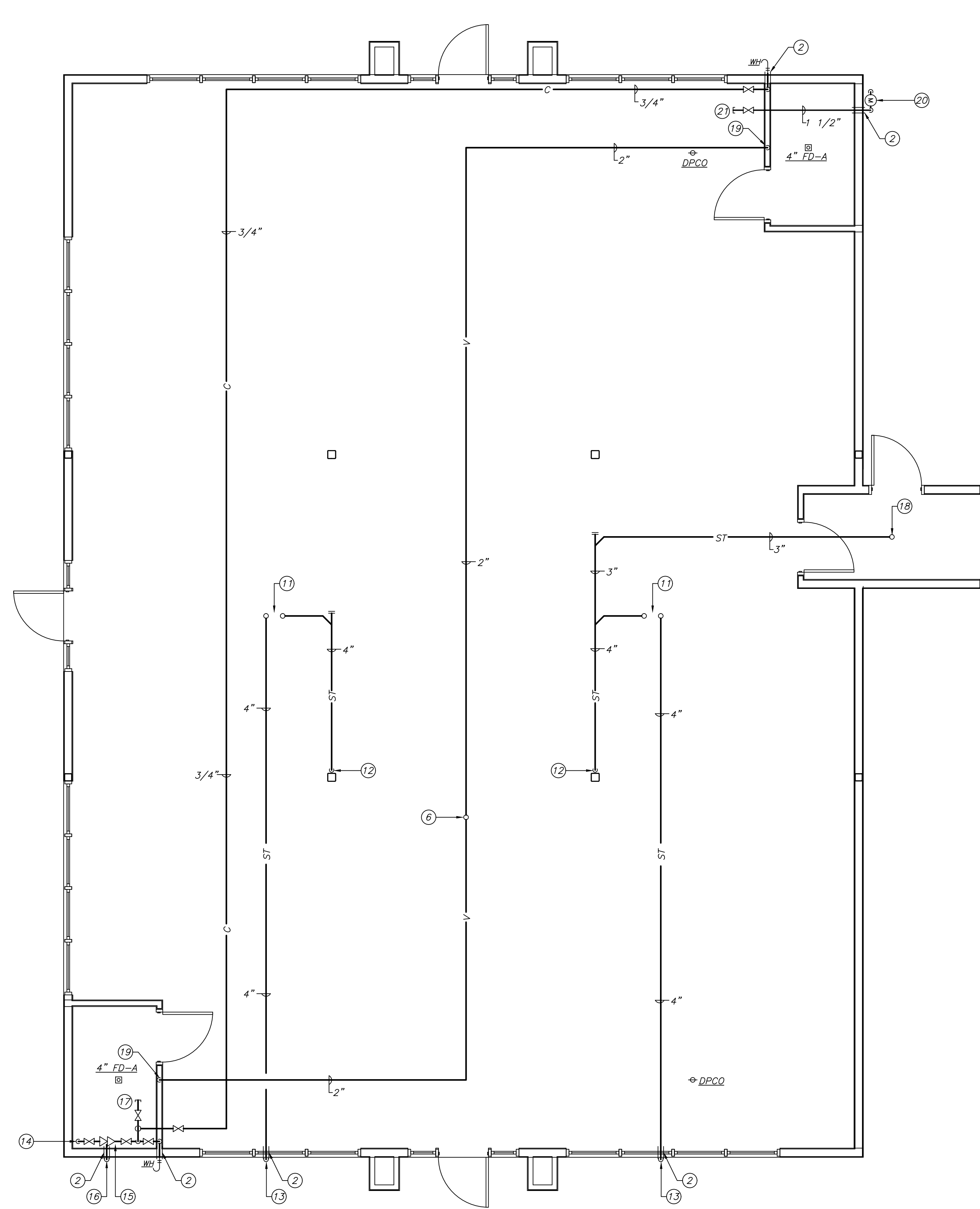
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DATE 4-17-2020	▲



1 FOUNDATION PLAN  
 P-100 SCALE: 1/4" = 1'-0"



1 FIRST FLOOR PLAN  
 P-100 SCALE: 1/4" = 1'-0"

**GENERAL NOTES:**

- A. PROVIDE CLEANOUT TEE OR WALL PLATE CLEANOUTS AT THE BASE OF ALL STORM AND SANITARY/WASTE STACKS.
- B. COORDINATE WITH ARCHITECT, GENERAL CONTRACTOR, MECHANICAL CONTRACTOR AND OWNER FOR ALL EQUIPMENT LOCATIONS AND SERVICES ON ROOF.

**DRAWING NOTES:**

- ① UP TO DECK PLATE CLEANOUT.
- ② SLEEVE AND SEAL.
- ③ CONNECT 4" SANITARY SEWER TO 4" BY SITE CONTRACT AT INVERT -4.00'.
- ④ 4" WASTE (WITH TRAP) UP TO FLOOR DRAIN.
- ⑤ 2" VENT UP.
- ⑥ 2" VENT UP, 3" VENT THROUGH ROOF. MAINTAIN AT LEAST 10'-0" FROM ANY AIR INTAKES.
- ⑦ 2" DOMESTIC SERVICE UP.
- ⑧ CONNECT 2" DOMESTIC WATER SERVICE TO 2" BY SITE CONTRACT.
- ⑨ CONNECT 4" STORM TO 4" BY SITE CONTRACT AT INVERT -4.00'.
- ⑩ 4" STORM UP.
- ⑪ 4" STORM UP TO PRIMARY AND SECONDARY ROOF DRAIN (RD-A).
- ⑫ 4" STORM DOWN.
- ⑬ TERMINATE 4" STORM (SECONDARY SYSTEM) AT BUILDING'S EXTERIOR (UP HIGH ABOVE THE WINDOW) WITH ZURN ZARB199 DOWN SPOUT NOZZLE.
- ⑭ 2" DOMESTIC SERVICE DOWN.
- ⑮ 4" DOMESTIC WATER SERVICE (METER AND BACKFLOW). REFER TO DETAIL ON DRAWING PO02.
- ⑯ TERMINATE 4" AT BUILDING'S EXTERIOR, 12" ABOVE GRADE WITH TURNED DOWN ELBOW, 12x12 SPLASH BLOCK, BUG SCREEN AND FLAPPER VALVE. REFER TO DETAIL ON DRAWING PO02.
- ⑰ CAP 2" COLD FOR FUTURE.
- ⑱ 3" STORM UP TO PRIMARY ROOF DRAIN (RD-B). PROVIDE HEAT TRACE ON ALL EXTERIOR STORM PIPING. COORDINATE WITH ELECTRICAL CONTRACTOR.
- ⑲ 2" VENT DOWN.
- ⑳ GAS METER BY LOCAL UTILITY. PLUMBING CONTRACTOR TO CONNECT DOWNSTREAM OF METER.
- ㉑ CAP 1 1/2" GAS FOR FUTURE.

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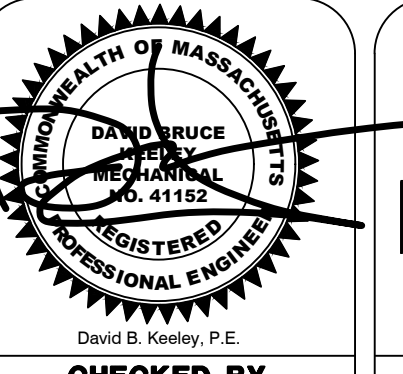
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OFFICE BUILDING, PLYMOUTH MA  
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 PLYMOUTH, MA

FLOOR PLANS

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**P-100**  
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JOB # 219070  
 DATE 4-17-2020

REVISED

shall be conducted in the most expeditious manner reasonably possible to minimize interference with the use of the Common Facilities and shall be diligently prosecuted to completion. Following the opening for business of any Buildings within the Development, any construction or maintenance activities performed within or directly affecting any Common Roadways shall be performed in a fashion which permits the free flow of traffic during normal business hours to and from the Common Facilities serving such Building or Buildings. Prior to making application for the first to be obtained of: (i) a Building permit; or (ii) governmental permits or approvals or design review or approval, each Owner shall submit to the Declarant for approval by the Declarant plans showing the design of all Buildings and improvements to be constructed upon such Owner's Lot. Owner shall have fourteen (14) days from the receipt of completed plans showing the design of Buildings. Declarant shall respond to Owner's plans within fourteen (14) days of receipt of the same either approving the plans, approving the plans with conditions or rejecting the plans for specified reasons. If Declarant shall not respond to Owner's plans within said fourteen (14) day period such plans shall be deemed to have been approved. Notwithstanding the foregoing, the Owners of the Wal-Mart Lot shall not be required to obtain the approval of Declarant prior to the making application for a Building permit or governmental permits or approvals or design review or approval, but the Owners of the Wal-Mart Lot shall endeavor to provide Declarant with copies of its plans in connection with such application and construction.

(g) Any and all construction shall be performed in a manner so as to minimize to the extent commercially reasonable any concerns for or threats to public safety, as reasonably determined by the Declarant.

3.2 Use. Subject to the provisions set forth herein, the Development shall be used, if at all, only for retail, office and commercial purposes of the type normally found in mixed-use developments including, without limitation, retail shops, restaurants, financial institutions, service businesses customarily found in large retail centers, offices, fitness/spa centers, apartments, cinemas and hotels. Notwithstanding the foregoing, Lot 5 and/or any Adjacent Land that may become a part of the Development also may be used for sports complexes, hotels, office buildings or light industrial uses. Notwithstanding the provisions of the two foregoing sentences to the contrary, no sports complexes, hotels, office buildings or light industrial uses or billiard parlor, nightclub or other business deriving more than fifty percent (50%) of its revenues from the sale of alcoholic beverages shall occur within a 200-foot radius of the boundaries of either of the Wal-Mart Lots. No portion of the Development shall be used as a flea market, open-air market or lot for the sale of new or used motor vehicles; massage parlor (except as part of a first class fitness facility or medical office), abortion or abortion counseling clinic, or for the sale and display of pornographic materials (except to the extent and in a fashion commonly found in first class community shopping centers). With the exception of the Wal-Mart Lot, all Lots shall be further subject to the restrictions and limitations set forth in Section 11.3 hereof.

The Common Facilities are for the common use of the Owners and all of their successors and assigns. No fences or other impediments shall be installed which would interfere with the free flow of traffic between the Common Facilities located on one Lot and those located on adjacent properties owned or to be owned by the Owner or any affiliate thereof.

10.24. Governing Law. Thus ECR shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.

## SECTION 11. ADDITIONAL PROVISIONS

11.1. Lot Modifications – Lots 3, 4 and 5; Notwithstanding anything to the contrary contained herein, the Owners of Lots 3, 4 and 5 may add additional Building areas or change, delete, enlarge, reduce or otherwise modify its Buildings and parking areas, or raze all or any portion of its improvements, so long as such changes (a) do not impair access or visibility to the remaining Lots which are part of the Development; (b) are done in compliance with applicable permits, approvals, laws and ordinances; (c) do not impair availability of Common Utilities; (d) do not increase common costs for the operations of the Development; (e) do not increase use of parking on other Lots due to reduction of parking or expansion of floor area; (f) are done in a manner that otherwise complies with the terms and conditions of this ECR; (g) do not cause the Floor Area of improvements to exceed 220,000 square feet for Lot 3 (exclusive of outdoor sales areas); 150,000 square feet for Lot 4; or 150,000 square feet for Lot 5.

11.2. No Covenant to Operate. It is expressly agreed that nothing contained in this ECR shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business on any Lot. Declarant recognizes and agrees that any Lot Owner may at its sole discretion and at any time during the term of this Agreement, cease the operation of its (or permit the cessation by its tenant, occupant or designee of its) business on its Lot; and Declarant hereby waives any legal action for damages or for equitable relief which might be available to Declarant because of such cessation of business activity, provided the foregoing shall not derogate from any rights Declarant may have separately under its Purchase and Sale Agreement with Wal-Mart for Lot 3 (and Sam's Club for Lot 4) or any other agreement by and between any Owner, occupant and/or Declarant.

11.3. Additional Use Restrictions. For so long as Wal-Mart or Sam's Club or any then user of Lot 3 or Lot 4 is using such Lot 3 or Lot 4 or any portion thereof for one of the purposes listed below, no space in or portion of the remaining Lots in the Development, the Adjacent Land or the Outparcels shall be leased or occupied by or conveyed to any other party for use for that particular purpose. The purposes subject to these Additional Use Restrictions are (i) a grocery store or supermarket, as hereinafter defined below, (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Wal-Mart, or (iii) a discount department store, as hereinafter defined, without the prior written consent of Wal-Mart, which consent may be withheld in Wal-Mart's sole discretion. In the event of a breach of this covenant, Wal-Mart shall have the right to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. The terms "grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 15,000 square feet of gross leasable area, other than the Wal-Mart Lot, for the purpose of selling food for consumption off the premises (other than so-called "fast food" or other restaurants which otherwise comply with the requirements of this Agreement), which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products

normally sold in such stores or departments, "discount department store", as that term is used herein, shall mean a discount department store containing more than 35,000 square feet of gross leasable area, other than the Wal-Mart Lot, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, pharmacy, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart. Notwithstanding anything contained in these ECRs to the contrary, each of the Additional Use Restrictions set forth in this Section 11.3 shall expire six (6) months after Wal-Mart, Sam's or any then-user of Lot 3 or Lot 4 (or any portions thereof) cease to use the applicable Lot for the relevant purpose unless (i) such cessation is a temporary disruption due to casualty, renovation or re-modeling and (ii) actions to restore such use are commenced within such six (6) month period and thereafter prosecuted continuously, diligently and in good faith.

11.4 Use of Wal-Mart Outdoor Area. Subject to the obligations contained herein, the outside areas of the Wal-Mart Lot may be used for any use customarily encountered at other Wal-Mart or Sam's Club stores, including without limitation outdoor sales, seasonal sales, storage and the like.

IN WITNESS WHEREOF, the undersigned has executed this ECR under seal, with the intent that it be a sealed instrument, on the day and year first above written.

WITNESS:

PLYMOUTH GATEWAY LLC

By:

Its Manager

By: 

WITNESS:

WAL-MART REAL ESTATE BUSINESS TRUST

By:

Kim Lane, its Assistant Vice President

## **EXHIBIT C**

### **Temporary Use Restrictions**

The Property shall not be used for the following uses for so long as the applicable exclusive use rights granted to the respective tenants or occupants of the Shopping Center remain in full force and effect:

#### **Michael's**

any "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, wedding or party goods (except apparel), scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store substantially similar to Tenant in operation or merchandising.

#### **Dick's Sporting Goods**

the sale, rental and/or distribution, either singly or in any combination of (i) health, fitness and/or exercise equipment; (ii) sporting goods; (iii) sporting equipment; and/or (iv) athletic footwear

#### **Bed, Bath & Beyond**

(a) primarily for the sale, rental or distribution, either singly or in any combination, of items contained in any of the following respective categories of merchandise: (i) linens and domestics; (ii) bathroom items (excluding plumbing hardware); (iii) housewares (including, but not limited to, kitchen utensils, kitchen appliances and kitchen "gadgets," cleaning appliances and supplies, cookware, bakeware, dishes and china, glassware, garbage pails, ironing boards, and other laundry items, mops and brooms, candles and candleholders, ready-to-assemble furniture and artificial flowers) (excluding furniture, and major appliances or "white goods"); (iv) frames and wall art (provided that a fine art gallery shall not be precluded); (v) window treatments; and/or (vi) closet, shelving and storage items (which items, either singly or in any combination, are hereinafter referred to as the "Exclusive Items"); or (b) by Linens 'N' Things, Home Goods, Kitchen Etc., T.J. Maxx & More, The Container Store, Mega Marshall's or other direct competitor of Tenant.

### **Aldi Supermarket**

the operation of a Retail Grocery Store, provided that the Premises shall not be subject to the foregoing restriction. The term "Retail Grocery Store" shall mean a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store. It is expressly understood that the term "Retail Grocery Store" shall not include a donut store/coffeehouse, a frozen yogurt or ice cream shop operated as part of a national or regional chain, a delicatessen or restaurant wherein prepared food is sold for on-premises consumption or for "take-out" consumption.

### **Wal-Mart / Sam's Club**

(i) a grocery store or supermarket, as hereinafter defined below, (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Wal-Mart, or (iii) a discount department store, as hereinafter defined, without the prior written consent of Wal-Mart, which consent may be withheld in Wal-Mart's sole discretion. The terms "grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 18,000 square feet of gross leasable area, for the purpose of selling food for consumption off the premises (other than so-called "fast food" or other restaurants which otherwise comply with the requirements of this Agreement), which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments, "discount department store", as that term is used herein, shall mean a discount department store containing more than 35,000 square feet of gross leasable area, other than the Wal-Mart Lot, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, pharmacy, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart.

### **Red Robin**

a Fuddrucker's, Five Guys', Whataburger, Fat Burger, In-N-Out Burger or Back Yard Burgers.

### **Olive Garden**

for use as a restaurant featuring or specializing in the sale, at retail, of Italian cuisine in a manner similar to [the tenant] or any parent, subsidiary or affiliated company of [the tenant] including by way of example but not limitation, "Macaroni Grill", Vinny Testa's", "Buca di Beppo", "Maggiano's Little Italy", "Biaggis" and "Luigi's Café". Featuring or specializing, for the purpose of this provision, means that such items are identifiable as major menu items in terms of sales volume or public identification. This restriction will not be applicable to the sale of unprepared foods intended for off-premises consumption.





# OFFICE BUILDING

PLYMOUTH, MA

#219070  
09/15/2020



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