

<b>INVITATION FOR BID</b>		
<b>FILE #:</b>	<b>0001</b>	
<b>COMMODITY:</b>	<b>LEASE OF CULTURAL SPACE FOR THE CENTRAL SQUARE CULTURAL DISTRICT</b>	
<b>NAME OF BIDDER:</b>		

**TO:** MICHAEL MONESTIME, PRESIDENT  
CENTRAL SQUARE BID  
614 MASSACHUSETTS AVENUE, SUITE 203  
CAMBRIDGE, MA 02139

PH: 617-945-2184

Dear Prospective Proposers,

The Central Square Business Improvement District (BID) is excited to announce a Request for Proposals (RFP) for the lease of cultural space within the vibrant Central Square Cultural District. Our goal is to cultivate a dynamic environment that fosters creativity, community engagement, and cultural expression. We invite property owners, developers, and organizations to submit proposals that align with our vision of transforming Central Square into a hub for arts and culture. This initiative aims to enhance the cultural landscape of the area, providing a platform for artists, performers, and cultural organizations to thrive while enriching the community experience.

We encourage you to review the specifications outlined in this document and consider how your property can help shape the future of the Central Square Cultural District.

Thank you for your interest and commitment to our community's cultural growth. We look forward to your proposals and the opportunity to collaborate in making Central Square a cultural landmark.

Sincerely,

Michael Monestime  
President  
Central Square Business Improvement District

**This proposal includes addenda numbered:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

**TITLE OF SIGNATORY** \_\_\_\_\_

**ADDRESS OF BIDDER** \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_



**NAME OF BIDDER:** \_\_\_\_\_

TO: The undersigned hereby proposes to provide all labor, materials, equipment necessary to provide Lease of Office Space for Central Square Business Improvement District all in accordance with the attached specifications and following proposal schedule

**A sample lease is attached hereto. The proposer must be willing to sign the Central Square Business Improvement District (CSBID) lease. The CSBID will not accept a bidder's terms & conditions.**

**The CSBID reserves the right, in its discretion, to extend the life of the contract at any time.**

**Questions must be submitted in writing and emailed to: [hello@centralsq.org](mailto:hello@centralsq.org) prior to 11:00 a.m. on Monday, November 4, 2024. An Please check the Central Square BID website ([www.centralsq.org](http://www.centralsq.org)) for any addenda before submitting your bid.**

**Bid Results**

The tab sheet and the contract award information will not be individually mailed to the bidders. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

**NAME OF BIDDER: \_\_\_\_\_**

## **SCOPE OF SERVICES**

### **General Requirements**

The Central Square Business Improvement District (CSBID) in Cambridge, MA is requesting proposals from property owners to lease approximately 6,000 sq..ft. of ground floor space for a proposed art gallery and creative hub for local artists and creative people.

#### **1) Duration of Lease**

- a. Three years with one two-year option to renew with the agreement of the owner and the BID.
- b. The first year shall be payable in advance upon execution of the lease.
- c. Subsequent payments shall be paid on a monthly basis, paid in advance. .
- d. Space must be ready for occupancy within 90 days of October 1<sup>st</sup> , 2024.

#### **2) Site and Location**

- a. Location is a space in Central Square on Massachusetts Avenue between Sellers Street and Columbia Street in Cambridge.
- b. The leased space shall be adjacent to a parking garage or lot capable providing a minimum of 10 parking spaces.
- c. Owner will entertain non-structural modifications to the interior space with the expectation that permission for such modifications will not be unreasonably withheld.

#### **3) Access**

- a. Leased space must provide 24/7 controlled access.
- b. Leased space must be accessible to persons with disabilities.
- c. Leased space must have a front door opening onto Massachusetts Avenue.

#### **4) Space Requirements**

- a. Must be at least 6,000 sq.ft in size.
- b. Must have windows that provide natural light.
- c. Must have private offices and an open work area with natural light,
- d. At least one meeting room, natural light not required.
- e. The leased office space must be for the exclusive use of the CSBID.
- f. HVAC with local control, lighting and electric power receptacles on multiple circuits reflective of the space size and general office use shall be provided.
- g. Restrooms or the ability to add restrooms adequate to provide facilities for an attendance of 200 people in compliance with state building code requirements.

**NAME OF BIDDER:** \_\_\_\_\_

**5) IT Requirements**

- a. High speed fiberoptic service must be available.

**6) Central Square BID Responsibilities**

The CSBID, at its expense, will be responsible for all maintenance costs associated with the leased space to include, structural maintenance, MEP maintenance, and all daily maintenance responsibilities to include janitorial best management practices as well as snow and ice clearance of adjacent sidewalks.

**7) Offeror Responsibilities**

During the term of this lease the offeror shall be released of all maintenance responsibilities associated with the building. and the leasee will be responsible for returning the building to the offeror at the end of the lease term in an equal or better condition to the condition it was in at the start of the lease. The offeror will continue to be responsible for all municipal taxes associated with the building.

**8) Fit out**

The offeror shall allow the CSBID to execute a fit-out program consistent with the use of the space as an Art and Cultural hub in the square.

**NAME OF BIDDER:** \_\_\_\_\_

**QUALITY REQUIREMENTS**

A “NO” response, a failure to respond, or a failure to meet to any of the following Quality Requirements will result in a rejection of your bid.

Circle Yes or No for each of the following Quality Requirements.

1.	Offeror has the authority to enter into an agreement with the CSBID to lease the offered space.	Yes	No
2.	Space meets the requirements as specified in the above General Requirements.	Yes	No
3.	The use proposed for the space as an Arts and Creative hub is not inconsistent with the zoning for the leased space area.	Yes	No

**BID SUBMISSION**

- 1. Please submit with your proposal a complete description including the square footage and the Specific location of the parking garage or lot.

---

---

---

---

---

---

---

Bidders may use additional sheets if necessary.

**NAME OF BIDDER:** \_\_\_\_\_

## **EVALUATION OF PROPOSALS**

All non-price proposals will be reviewed by an evaluation committee composed of CSBID staff and others invited by the CSBID in accordance with M.G.L. Chapter 30B. Final selection will be based on an evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references.

Proposals that meet the quality requirements will be reviewed for responses to the comparative evaluation criteria. Each member of the committee will assign a rating of “highly advantageous”, “advantageous”, or “not advantageous” to each evaluation criterion. Based on the comparative evaluation criteria ratings, a composite rating by the evaluation committee will be determined for each proposal.

### **A. Location**

Highly Advantageous: Proposed lease space is a ground floor facility located within the City of Cambridge on Massachusetts Avenue between Prospect Street and Brookline Street.

Advantageous: Proposed lease space is a ground floor facility located within the City of Cambridge on Massachusetts Avenue between Sellers Street and Sidney Street.

Not Advantageous: Proposed lease space is not a ground floor facility on Massachusetts Avenue between Sellers Street and Columbia Street.

### **B. Condition – Based on site walk-through by the evaluation committee**

Highly advantageous: Facility with new interior finishes and natural light along more than one wall, meets highest standards of acoustics, cleanliness, fire protection, accessibility, fire protection, HVAC, electrical and window performance as determined by the evaluation committee.

Advantageous: Facility is clean and has been recently painted or has some upgraded finishes, with little or no signs of wear, meets high standard of acoustics and cleanliness, with fully functioning systems for fire protection, accessibility, HVAC, electrical, and window performance.

Not advantageous: Facility with flooring, walls, MEP systems, and/or windows that appear worn, in need of upgrades and/or deep cleaning, or are not operable.

**NAME OF BIDDER:** \_\_\_\_\_

### **C. Configuration**

Highly advantageous: Proposed lease space provides at least 4 private offices, and an open work area, all with natural light, a conference room, kitchenette/break room, reception area.

Advantageous: Proposed lease space provides less than 4 private offices and an open work area, both with natural light, a conference room, kitchenette/break room, reception area.

Not advantageous: Proposed lease space provides less than 4 private offices with no natural light and/or does not provide a conference room, nor kitchenette/break room, reception area.

### **D. Parking**

Highly Advantageous: Proposed lease space within 250 feet of a parking lot or garage with at least 10 off-street parking spaces.

Advantageous: Proposed lease within 1,000 feet of a parking lot or garage with at least 10 off-street parking spaces

Not advantageous: Proposed lease space more than 1,000 feet of a parking lot or garage with at least 10 off-street parking spaces.

### **E. Internet Capabilities**

Highly advantageous: Proposed lease space contains IT fiberoptic network or Offeror will allow CSBID to connect its fiberoptic network and disconnect at termination of lease at CSBID expense

Advantageous: Proposed lease space has High Speed fiberoptic network available in the building and can be brought to the office space.

Not advantageous: Proposed lease space does not offer high speed internet access, or installation of fiberoptic network is not allowed or feasible.

**NAME OF BIDDER:** \_\_\_\_\_

**PRICE PROPOSAL**

All prices are to remain firm through full length of the lease.

**Year One**

November 1, 2024 to November 1, 2025

Rent per month \$ \_\_\_\_\_

x 12 Months = \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Total Year One

**Year Two**

November 1, 2025 to November 1, 2026

Rent per month \$ \_\_\_\_\_

x 12 Months = \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Total Year Two

**Year Three**

November 1, 2026 to November 1, 2027

Rent per month \$ \_\_\_\_\_

x 12 Months = \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Total Year Three

**Year Four (Option Year)**

November 1, 2027 to November 1, 2028

Rent per month \$ \_\_\_\_\_

x 12 Months = \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Total Year Four

**NAME OF BIDDER:** \_\_\_\_\_



**Year Five (Option Year)**

November 1, 2028 to November 1, 2029

Rent per month \$ \_\_\_\_\_

x 12 Months = \$ \_\_\_\_\_

\$ \_\_\_\_\_  
Total Year Five

\$ \_\_\_\_\_  
Total Years One, Two, Three, Four and Five

\_\_\_\_\_  
Total Years one, two, three, four and five in words

\_\_\_\_\_  
**Signature of bidder**

\_\_\_\_\_  
**Name and Title (Printed)**

**NAME OF BIDDER:** \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH YOUR BID**

**NAME OF BIDDER:** \_\_\_\_\_

**CENTRAL SQUARE BUSINESS IMPROVEMENT DISTRICT**  
**LEASE TERMS**

As used in this lease, the following terms shall have the respective meanings set forth below:

Execution Date: As of \_\_\_\_\_, 2024

Landlord: \_\_\_\_\_

Landlord's Original Address: \_\_\_\_\_

Tenant: Central Square BID, a \_\_\_\_\_

Tenant's Original Address: 614 Massachusetts Avenue, Suite 203, Cambridge, MA 02139

Premises: Approximately \_\_\_\_\_ rentable square of retail space on the \_\_\_\_\_ floor of the Building.

Building: That certain building or group of buildings containing approximately \_\_\_\_\_ rentable square feet in the aggregate, and numbered \_\_\_\_\_.

Term Commencement Date: The date on which (i) this Lease has been executed and delivered by Landlord and Tenant, and (ii) Landlord tenders possession of the Premises to Tenant. The parties anticipate the Term Commencement Date to be November 15th, 2024.

Rent Commencement Date: The five-month anniversary of the Term Commencement Date.

Expiration Date: 11:59 p.m. Boston time, on the day immediately preceding the third (3<sup>rd</sup>) anniversary of the Rent Commencement Date or, if the Rent Commencement Date is not the first day of a calendar month, then on the last day of the calendar month in which the third (3<sup>rd</sup>) anniversary of the Rent Commencement Date occurs.

Permitted Use: The Premises will be used solely for purpose of a full-service assembly space/ retail/ art + bar (beer and wine only), in accordance with all applicable laws, codes, regulations and ordinances, and for no other use.

Trade Name: \_\_\_\_\_.

Yearly Fixed Rent and Monthly Payment:

<u>Lease Year</u>	<u>Rent/SF/Year</u>	<u>Yearly Fixed Rent</u>	<u>Monthly Payment</u>
1		\$ _____	\$ _____
2		\$ _____	\$ _____
3		\$ _____	\$ _____

So long as there exists no Event of Default exists, Tenant shall be entitled to an abatement of Fixed Rent in the amount of \$ \_\_\_\_\_ per month (the "Monthly Abatement Amount") (i.e., at the rate of \$ \_\_SF/Year) for the period (the "Rent Abatement Period") from the Commencement Date through and

**NAME OF BIDDER:** \_\_\_\_\_

including the day immediately preceding the Rent Commencement Date, such that Tenant's Monthly Payment of Fixed Rent for each month prior to the Rent Commencement Date shall be in the amount of \$\_\_\_\_\_ (i.e., the Monthly Payment of \$\_\_\_\_\_ from the table above less the Monthly Abatement of \$\_\_\_\_\_). In the event of an early termination of this Lease as a result of any default by or on behalf of Tenant, the then-unamortized portion of any Fixed Rent previously abated hereunder shall be immediately due and payable from Tenant to Landlord.

If Tenant duly exercises its option to extend under Article XV below, the Annual Fixed Rent for the first Lease Year of the Extended Term shall be 103% of the Annual Fixed Rent in effect for Lease Year 3 above, which rate shall then increase by 3% (over the prior Lease Year) for each successive Lease Year of the Extended Term.

Security Deposit: \$\_\_\_\_\_ 2 Months of Base Rent  
Pro-Rata Share: Agreed to be \_\_\_\_\_%.  
Broker: None.  
Guarantor: N/A.  
Property: The parcels and Buildings known as \_\_\_\_\_, and all exterior courtyards, sidewalks, landscaping and the like located outside of the Building but being related thereto.  
Lease Year: A period of twelve consecutive months commencing on the Term Commencement Date, provided that the first Lease Year shall commence on the Term Commencement Date and end on the day immediately preceding the first anniversary of the Rent Commencement Date (and if the Rent Commencement Date is not the first day of a calendar month, then on the last day of the calendar month in which such first anniversary occurs).

**ARTICLE I - PARTIES AND PREMISES**

**1.01 Demise of Premises**

Landlord hereby leases unto Tenant the Premises, which are contained in the Building known as and numbered \_\_\_\_\_, substantially as shown on the plan attached hereto as Exhibit A and made a part hereof, provided, however, that Landlord excepts and reserves from the Premises and to Landlord all hallways, stairways, shaftways, mechanical areas, and elevators serving other parts of the Building, together with the right to maintain, use, repair and replace (at reasonable times and in accordance with the terms and conditions of this Lease) pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures currently located in the Premises and serving other parts of the Building. Landlord may install in the Premises pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures. Tenant shall have the right, in common with others so entitled, to use the common areas, facilities and systems of the Building which serve the Premises.

**ARTICLE II - TERM**

**NAME OF BIDDER:** \_\_\_\_\_

TO HAVE AND TO HOLD the Premises for the term (the "Initial Term") commencing on the Term Commencement Date and ending on the Expiration Date, unless sooner terminated as herein provided. The "Term of this Lease" shall include the Initial Term and any Extended Term (as defined in Section 15.1).

**ARTICLE III - RENT AND OTHER CHARGES**

**3.01 Yearly Fixed Rent**

(a) Except as may be expressly set forth in this Lease, Tenant shall pay Yearly Fixed Rent in installments equal to the Monthly Payment in advance, commencing on the Term Commencement Date, and thereafter on the first day of each month during the Term hereof, each such payment to be without offset, deduction, reduction or abatement of any type or nature. Yearly Fixed Rent for the Initial Term shall be deemed earned by Landlord on the Term Commencement Date, but will be payable in monthly installments for the convenience of Tenant. Notwithstanding the foregoing the first Monthly Payment shall be paid on execution hereof, and shall be applied by Landlord to the amount that would otherwise be due on the Rent Commencement Date. The Monthly Payments shall be prorated on the basis of a 30-day month for portions of a calendar month at the beginning or end of the Term of this Lease. All rent and other payments shall be made to the order of Landlord, by electronic funds transfer or direct deposit, or by check (subject to collection) in each case, at such place as Landlord shall from time to time in writing designate.

(b) As a material inducement to Landlord's entering into this Lease, Tenant expressly agrees that all payments of Rent are due and payable on or before the first day of each calendar month, and that Landlord will suffer financial and other damage as a result of late payments. Therefore, in the event that any installment of Yearly Fixed Rent or additional rent is not paid within ten (10) days after the date on which the same was due, Tenant shall pay an administrative fee equal to five percent (5%) of the overdue amount, and in the case of any amount not paid within thirty (30) days after the due date, interest will accrue thereon at the rate of twelve percent (12%) per annum from the original due date. The parties agree that this administrative fee and the interest referenced above represent a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment by Tenant, excluding attorneys' fees and costs.

(c) Notwithstanding the forgoing, Tenant agrees that the Fixed Rent for the first twelve (12) months of the first Lease Year will be paid upon execution and delivery of this Lease, such amount being \$\_\_\_\_\_ (i.e., Yearly Fixed Rent of \$\_\_\_\_\_ less the five (5) months of the \$\_\_\_\_\_ Monthly Abatement Amount).

**ARTICLE IV - CONDITION AND DELIVERY OF PREMISES**

**4.01 Term Commencement Date**

If Tenant's personnel shall occupy all or any part of the Premises for the conduct of its business prior to the Term Commencement Date as set forth in the Reference Data section above, such date of occupancy shall, for all purposes of this Lease, be the Term Commencement Date. Promptly upon the occurrence of the Term Commencement Date and the Rent Commencement Date, Landlord and Tenant shall enter into a letter agreement substantially in the form annexed hereto as Exhibit B but the failure by either party to execute such a letter shall have no effect on any such Date, as hereinabove determined.

**4.02 Condition.**

Tenant acknowledges and accepts that Landlord is delivering the Premises to Tenant, and Tenant is leasing the Premises from Landlord, in their current AS IS condition, WITHOUT REPRESENTATION OR WARRANTY BY LANDLORD. Tenant represents to Landlord that Tenant has inspected the Premises and the Building, and is familiar with the condition of the same, and that Tenant has found the same suitable for Tenant's intended use.

**NAME OF BIDDER:** \_\_\_\_\_

Landlord makes no representation or warranty as to the suitability of the Premises for Tenant's intended uses, or that any such uses are permitted under applicable laws, codes or regulations. Landlord shall not be required to perform any work or pay any costs in order to prepare the Premises for occupancy by Tenant except as expressly provided above.

Notwithstanding the forgoing, Landlord shall deliver the Premise to Tenant with the HVAC system serving the Premises in good working order, such condition to be confirmed by Landlord's HVAC contractor.

#### **ARTICLE V - ELECTRICITY, WATER AND SEWER**

Tenant shall purchase and receive natural gas, telephone, cable, internet and electric service for the Premises directly from the municipality, service providers or public utility corporations currently serving the Building, and Tenant agrees in its use of the Premises that its total connected lighting load will not exceed the loads and capacity typical for standard retail uses in like buildings in the Cambridge area, and in its use of the Premises not to exceed the capacity of the Building's electrical, plumbing or mechanical systems, and in no event to exceed the maximum from time to time permitted under applicable governmental regulations. Tenant shall make all necessary arrangements with appropriate electric and gas utilities (and shall pay the cost of installing separate natural gas and electric meters, if necessary) and other service providers, and shall pay the cost of connection or new account charges or fees if necessary. Further, Tenant shall be responsible for making any upgrades or improvements to the existing Building utility equipment necessary to serve the Premises (without reduction or impairment to the level of service to other tenants). Any cabling or wiring installed by or for Tenant shall (if requested by Landlord) be removed by Tenant at the expiration or earlier termination of this Lease by Tenant. Unless Landlord elects to have the same sub metered for the Premises (at Tenant's expense), in which case, Tenant will pay water and sewer charges to Landlord, water and sewer usage for the Premises will be determined on a Building-wide basis, and Tenant will be billed therefor according to Tenant's Pro-Rata Share. In order to assure that the foregoing requirements are not exceeded and to avert possible adverse effect on the Building's electric system, Tenant shall not, without Landlord's prior consent, connect any fixtures, appliances or equipment to the Building's electric distribution system which are not reasonably required for Tenant's use of the Premises for Permitted Uses. Landlord shall have no liability for the failure of the municipality or public utility corporations or other vendor serving the Premises or the Building to furnish any such service.

#### **ARTICLE VI - SERVICES PROVIDED BY LANDLORD**

(a) Except to the extent that any repair or replacement is required as a result of the act or omission of Tenant or its agents, employees or contractors, Landlord shall make such repairs and/or replacements as may be necessary to maintain the roof, slab floors, exterior walls and other structural portions of the Building and the common areas serving the Premises in reasonably good condition. Landlord shall not have any liability or obligation with respect to the maintenance, repair or replacement of any installation, alteration or improvement made by or for Tenant.

(b) Without limitation of any other provision of this Lease, Landlord shall not be liable to anyone for interruption in or cessation of any service rendered to the Premises or Building or agreed to by the terms of this Lease, for whatever reason, including without limitation when due to any accident, the making of repairs, alteration or improvements, labor difficulties, national or local emergency, civic commotion or unrest, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or other actions or circumstances beyond the reasonable control of Landlord.

#### **ARTICLE VII - TENANT'S COVENANTS**

Tenant will acknowledge, by its delivery of the commencement letter agreement referred to above, that the Premises are in good and satisfactory order, repair and condition, and covenants during said Term and such further time as the Tenant holds any part of the Premises:

**NAME OF BIDDER:** \_\_\_\_\_

(a) to pay, when due, all Yearly Fixed Rent, additional rent and other charges set forth herein.

(b) to operate the Premises in a first-class condition and manner and keep the Premises, including without limitation the interior surface of the exterior walls, the storefront, the ceiling and floors and all plate glass, doors and entryways, clean and in good order, repair and condition, free of trash and debris, in a first class manner and appearance and, at the expiration or earlier termination of this Lease, peaceably to yield up the Premises and all additions and alterations thereto (except such as Landlord may require Tenant to remove) in such good order, repair and condition, first removing all inventory, trade fixtures, equipment and other goods and effects not attached to the Premises (unless Tenant is in default hereunder and Landlord has not requested the removal of such fixtures) and leaving the Premises in a broom-swept "plain vanilla" condition, without any interior partitions. Tenant's operations shall in all respects conform to applicable laws, codes, regulations and ordinances. Tenant shall enter into and at all times maintain one or more cleaning contracts with reputable and insured cleaning contractors for nightly cleaning of the Premises, and the bathrooms and entry doors and areas. Copies of such contracts will be delivered on request. Tenant shall likewise enter into and at all times maintain one or more pest control contracts with reputable and insured contractors for regular treatment (as needed but no less frequently than monthly) of the Premises and adjacent entry doors, stairwells and common areas on the first floor. Copies of such contracts will be delivered on request. Tenant shall at all times keep the Premises and any storage or access areas, as well as the sidewalk in front of the Premises, clean and free of debris and litter, as well as any accumulation of snow or ice. As provided below, Tenant shall have all refuse removed from the Property for collection by public or private refuse removal personnel at least daily, and shall store any refuse between collections in such a way so as to prevent any odors, fire and any infestation by vermin or rodents. No trash, garbage or refuse shall be stored or left on the sidewalk in front of the Building;

(c) not to permit smoking within or about the Premises (including without limitation doorways and entryways), including without limitation smoking of medicinal or recreational marijuana. Tenant shall not permit the consumption or ingestion of marijuana or products containing marijuana within or about the Premises. Tenant shall at all times maintain on the Premises a true copy of Tenant's license and permits to operate its business, as well as other materials as may be required by applicable law or regulation;

(d) [intentionally omitted];

(e) not to injure, deface or overload the Premises or Building; not to permit on the Premises any auction sale, closing or "going-out-of-business" sale; not to permit the use or storage of inflammable fluids, chemicals (other than those usually and customarily held for sale or used in the proper and lawful operation of Tenant's business), or any nuisance, objectionable noises or odor; not to permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building (and to pay on demand any such increased premiums). No pets or other animals may be brought into or kept in the Premises;

(f) not to make any alterations or additions (including without limitation those necessary to prepare the Premises for Tenant's initial occupancy) without Landlord's prior written consent and without prior approval of all plans and specifications therefor; not to paint or place any signs, posters, displays, awnings or the like, visible from outside of the Premises, and to obtain and maintain in effect at Tenant's cost and expense all permits and licenses for such signs and the like in the event that Landlord grants such consent. Any signage with Tenant's name shall be approved in advance by Landlord (approval not to be unreasonably withheld) and shall be consistent with the applicable regulatory requirements and with Landlord's building standards and other existing signs, and Tenant shall have the right, at Tenant's sole cost and expense, to place its name and logo on the entry doors to the Premises. Landlord agrees that, so long as Tenant is not in default under this Lease. Tenant

**NAME OF BIDDER:** \_\_\_\_\_

shall obtain and maintain in effect at Tenant's cost and expense all permits and licenses for Tenant's signs, displays and the like, and no signage shall diminish or restrict signage rights allocable to other space in the Building. Tenant's signs shall be subject to Landlord's design conditions and requirements, at Tenant's sole cost and expense in accordance with applicable legal requirements from time to time in effect. Tenant shall remove any signs (and, if Landlord requests, any attachments and wiring) at the expiration or earlier termination of this Lease, and repair any damage to the Building or the Property caused by such removal. Any alterations to which Landlord may consent shall be performed only by reputable and qualified, licensed and insured contractors and subcontractors, and in accordance with plans and specifications approved in advance by Landlord. Such alterations will be made in a good and workmanlike manner using first quality materials, and Tenant shall furnish insurance certificates from its contractors and subcontractors, naming Landlord, its managing agent and its mortgagee as additional insureds, prior to the commencement of any work. Tenant shall provide any payment, performance or lien bonds as Landlord may reasonably require in respect of any such addition, alteration or improvement.

(g) to the maximum extent permitted by law, to indemnify, save, defend and hold Landlord and all of Landlord's members, managers or officers or their respective assignees (hereinafter called "Owners") harmless from and against all claims, loss, cost, damage or expense of whatever nature arising: (A) from or as a result of any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises, except to the extent caused by the negligence of Landlord or its servants or agents; (B) from any accident, injury or damage occurring outside of the Premises where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees, invitees or independent contractors; or (C) in connection with the presence of Tenant's business at the Premises or the conduct or management of the Premises or of any business therein, or any thing or work whatsoever done, or any condition created (other than by Landlord or its servants or agents) in or about the Premises; and, in any case, occurring after the date of this Lease until the end of the term of this Lease and thereafter so long as Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include specifically, but without limitation, any costs and expenses incurred by Landlord or any Owner, or its or their respective agents, employees and contractors, in connection with the defense of or participation in any criminal or civil investigation, charges or action arising from Tenant's use of or activity in the Premises, including further without limitation any asset forfeiture action. This paragraph shall provide full defense and indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees, experts' fees and other costs at both the trial and appellate levels. If any such action is filed against Landlord or any Owner, Tenant shall forthwith deliver to Landlord the then-most current financial statements of Tenant and Guarantor, together with evidence reasonably acceptable to Landlord of the ability and willingness (and sufficient liquid and available assets) of Tenant and/or Guarantor to pay (X) all reasonably likely costs of defending such action(s) or other proceedings, including without limitation the fees of separate counsel for Landlord and any such Owners if Landlord so desires, and (Y) the amount of damages claimed in such action or proceeding to be due. If the foregoing materials are not acceptable to Landlord, then at the Landlord's election, the filing of such an action shall be an Event of Default and shall entitle Landlord to immediately enforce its remedies under this Lease.

If any claim, action or proceeding is made or brought against any indemnified party described in the preceding paragraph, then upon written notice to Tenant, and demand by Landlord, Tenant shall resist or defend such claim, action or proceeding in the Landlord's name, if necessary, by such attorneys as are reasonably acceptable to Landlord. In addition, Landlord or any Owner may elect to be represented by separate counsel selected by Landlord, at Tenant's cost and expense. Landlord shall cooperate, at no cost to itself (unless reimbursed by Tenant) with the Tenant's counsel or Tenant's insurance carrier in the defense of such claim, so long as such cooperation does not prejudice the position or possible liability of Landlord or any other indemnified party. Tenant shall advance to Landlord all fees and expenses related to or arising from any claims, whether or not Landlord has elected to be represented by separate counsel. Tenant shall be required to pay all amounts due

**NAME OF BIDDER:** \_\_\_\_\_



under this section to Landlord, as incurred, within thirty (30) days of the submission of a reasonably documented demand therefor. Tenant's obligation pursuant to this section shall arise upon the filing, commencement, or service of any proceeding, litigation, claim or subpoena relating, in whole or in part, to any covered claims. Tenant shall advise Landlord promptly, in writing, of the service upon any Tenant or any member, officer, director or other party of any summonses, notices, letters or other communications alleging any claim or liability against Tenant or Landlord or any Owner or with respect to the Premises or its surrounding area.

All negotiations regarding any settlement of a claim shall be conducted by or under the control of the Tenant, provided that Tenant shall not enter into any settlement of any such claim, action or proceeding without the prior written consent of the Landlord and any other indemnified party. No indemnified party shall be required to consent to any settlement if any actual or contingent civil or criminal liability to which an indemnified party or its property may be subject remains after such settlement.

(h) without in any way limiting any indemnification obligation, Tenant shall maintain at all times during the term of this Lease (and for so long thereafter as Tenant shall occupy any part of the Building) a policy of commercial general liability insurance (including without limitation contractual liability coverage), written on an occurrence basis, issued by an insurer permitted by the Massachusetts Insurance Commissioner to do business in Massachusetts and having an A.M. Best rating of at least A-,X, and under which Tenant is the named insured and Landlord (and such parties as may be designated from time to time by Landlord) are named as additional insureds, having limits of not less than \$2,000,000 per occurrence, and \$5,000,000 aggregate (combined single limit) for property damage, bodily and personal injury or death, which policy shall not be canceled or amended without 30 days' prior written notice by the insurer to Landlord. Certificates evidencing such coverage shall be delivered to Landlord on execution of this Lease and replacement certificate shall be delivered no less than twenty (20) days prior to policy expiration or renewal. Deductibles under such policies shall not exceed \$5,000 per occurrence;

(i) not to place a load upon any floor of the Premises in violation of the Building's design capacity, or what is allowed by applicable code or law;

(j) to carry "contents, alterations and improvements" casualty insurance (including so-called "special form" casualty insurance coverage together with coverage against such other risks as may from time to time be customary), in an amount not less than 100% of the full insurable replacement value of all of Tenant's alterations, improvements, personal property, furniture, fixtures, equipment and inventory, all in such form and amount and with such companies permitted by the Massachusetts Insurance Commissioner to do business in Massachusetts and having an A.M. Best rating of at least A-,X, (including without limitation a waiver by the insurer of all rights of subrogation); and to deliver satisfactory certificates of such insurance to Landlord prior to undertaking any work in the Premises and thereafter at least thirty (30) days prior to expiration of each such policy; and, at the request of Landlord, to add Landlord, Landlord's managing agent and any mortgagee of the Building as additional insureds under any policy required hereunder and to deliver a satisfactory certificate of such insurance to Landlord and any said mortgagee. Tenant shall also obtain and maintain all workers' compensation insurance as required by applicable law;

(k) to hold all property of Tenant, including Tenant's fixtures, furniture, inventory, equipment and the like, at Tenant's own risk and to pay when due all municipal, county or state taxes assessed during the term of this Lease against any personal property (including Tenant's fixtures) of any kind owned or placed in, upon or about the Premises by Tenant;

(l) to permit Landlord or its designees to examine the Premises at reasonable times; and to show the Premises to prospective purchasers, lenders and tenants; and to keep affixed to any suitable part of the exterior of the Building or common area appropriate notices for letting or selling and, without limitation, to allow Landlord and such parties access to the Premises. Landlord shall exercise the foregoing rights on reasonable

**NAME OF BIDDER:** \_\_\_\_\_

advance notice (which need not be in writing, and which need not be given at all in the case of an emergency). If approval from any federal, state or local regulators or other governmental authorities is necessary in order for Landlord or any such designee to inspect the Premises, Tenant shall use its best efforts to support obtaining such approvals for inspection, time being of the essence. If Landlord's access to certain space in the Premises is conditioned on Landlord being accompanied by a member of Tenant's management team, Tenant shall provide such access to the Premises as soon as reasonably possible, after Landlord request;

(m) to report to Landlord within twenty-four (24) hours (including providing copies of any written notices) of any complaints received by Tenant. If Tenant receives any notices from city, state, federal any other governmental authorities, regarding Tenant's license(s) or use of the Premises, Tenant shall promptly submit such notices to Landlord;

(n) to permit Landlord at any time or times to decorate and to make, at its own expense, repairs, alterations and additions, structural or otherwise, in or to the Building or any part thereof, whether such repairs, alterations or additions are required in order to make the Building comply with statutory or code requirements or otherwise (Landlord hereby agreeing to use commercially reasonable efforts not to unreasonably interfere with Tenant's business in the Premises in the course of such activities), but the foregoing shall not limit Tenant's repair, maintenance and replacement obligations under this Lease;

(o) to pay Landlord's costs and expenses, including without limitation reasonable attorney's fees and costs, incurred in considering any request by Tenant for Landlord's approval hereunder (whether or not such approval is granted) or any enforcement action by Landlord under this Lease. In the event of any litigation arising out of this Lease, the prevailing party shall be entitled to claim for reasonable attorneys' fees and costs at the trial and appellate levels;

(p) not to install any vending machines in the Premises without first obtaining Landlord's written approval;

(q) to comply with all rules and regulations attached hereto as Exhibit C and made a part hereof, and in its use and maintenance of the Premises, to comply in every respect with all applicable laws, ordinances, codes and regulations (including without limitation the Cambridge Zoning Ordinance, the Americans With Disabilities Act of 1990 and the regulations of the Massachusetts Architectural Access Board), as the same may be amended and from time to time applicable, and to obtain and maintain in full force and effect all necessary permits, approvals, licenses and the like, including without limitation any of the foregoing required for the operation of Tenants business. Tenant shall deliver to Landlord copies of current licenses or permits for Tenant's business on request; and

(r) to maintain, repair and (as necessary) replace, at Tenant's cost and expense, all HVAC equipment and systems (together with the associated mountings, roof penetrations, vents, lines and other installation and distribution equipment) serving the Premises in full accordance with the manufacturers' recommendations and applicable codes, Tenant agreeing that Landlord shall have no liability for such repair and maintenance. Tenant shall also maintain and repair, at Tenant's cost and expense all heat pump and hot water heater equipment, as well as all electrical, gas or plumbing distribution systems and meters, located within and serving the Premises, and all in full accordance with the manufacturers' recommendations, Tenant agreeing that Landlord shall have no liability therefor. Tenant shall obtain and keep in full force and effect throughout the term of this Lease (and deliver to Landlord upon request) one or more service and maintenance contracts (with contractors first approved by Landlord) on the HVAC, heat pump and hot water systems and equipment located in or serving the Premises. The foregoing obligation shall be applicable to all systems and equipment without regard to which party initially furnished or installed such equipment, or whether Tenant is entitled to remove the same at the end of the Term. Provided that Tenant continually maintains the service and maintenance contracts required herein throughout the Term, then notwithstanding the other provisions of this subsection, with regard

**NAME OF BIDDER:** \_\_\_\_\_

to any single repair costing in excess of \$7,500.00, upon completion of such repair and Tenant's presentation to Landlord of receipted invoices for such repair, together with such other commercially reasonable documentation reasonably requested by Landlord, Landlord shall, within thirty (30) days after receipt of such materials, reimburse Tenant for the cost of such repair to the extent the same exceeds \$7,500.00;

(s) to cause all goods, merchandise and other freight to be delivered and/or removed and all refuse to be removed only in the manner, at such times, and through such entrances and exits as shall be reasonably designated by Landlord, and never store or maintain any such goods, merchandise, freight or refuse outside of the Premises;

(t) all obligations, covenants and liabilities of Tenant under this Lease shall survive the expiration or sooner termination of this Lease.

#### **ARTICLE VIII - ASSIGNMENT AND SUBLEASING**

(a) Except as expressly permitted under this Article VIII, Tenant covenants and agrees that whether voluntarily, involuntarily, by operation of law or otherwise, neither this Lease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred and that neither the Premises nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Tenant, or be sublet (which term, without limitation, shall include granting of concessions, licenses and the like) in whole or in part, or be offered or advertised for assignment or subletting without having in each and every case first obtained the written consent of Landlord, which consent shall not be unreasonably withheld (provided Tenant complies with the requirements of this Article). In the case of any sublease or assignment, Tenant shall remain fully and primarily liable for the payment of the Rent and the performance of all terms and conditions of this Lease. With any request for consent, Tenant shall deliver such information regarding the terms and conditions of the proposed sublease or assignment, and regarding the proposed sublessee or assignee, as Landlord may require, and Landlord shall be under no obligation to grant any such consent until such information (in form and substance reasonably acceptable to Landlord) has been so provided. Any consent granted hereunder shall be in form acceptable to Landlord and its counsel, and Tenant shall pay Landlord's costs of reviewing such request (even if consent is not ultimately granted) and preparing such consent. No sublease shall affect less than the entire Premises.

(b) Without limitation of the foregoing, it shall not be unreasonable for Landlord to disapprove any sublease, assignment or other transaction (i) pursuant to which all or any portion of the Premises would be used or occupied or permitted to be used or occupied for any use or purpose other than a Permitted Use, or (ii) with a then tenant of, or for a use in competition with any tenant of, Landlord or any affiliate of Landlord at \_\_\_\_\_, or (iii) to any party whose financial standing and creditworthiness is not reasonably acceptable to Landlord, or (iv) to any party who (in Landlord's reasonable opinion) does not have substantial experience in operating first-class retail operation consistent with the requirements herein. If any proposed transaction affects less than the entire Premises, Tenant shall be solely responsible for compliance with any laws, codes and regulations respecting changing the configuration of the Premises or arising or becoming applicable as a result thereof. Landlord may require Tenant to remove any change in such configuration and restore the Premises to their original configuration at the expiration of any sublease. No assignment hereunder shall affect less than the Tenant's entire interest under this Lease. Without limiting the liability of any assignee, sublessee or other transferee, it shall be a condition of any assignment, sublease or other agreement or arrangement affecting the Premises (whether or not Landlord's consent is required or obtained) that Tenant shall at all times remain fully and primarily liable to Landlord for the observance and performance of all of the terms, conditions and covenants hereof.

(c) If, without in any way derogating from the foregoing prohibition, this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anyone other than Tenant, Landlord may, at any time

**NAME OF BIDDER:** \_\_\_\_\_

and from time to time, collect rent and other charges from the assignee, subtenant or occupant, and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy, collection or modification of any provisions of this Lease shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as a tenant or a release of the original named Tenant from the further performance by the original named Tenant hereunder. If the rent and other sums or consideration payable by any subtenant exceed the Yearly Fixed Rent allocable to the Premises (or, if less, the portion thereof subject to such sublease), such excess shall be paid to Landlord, monthly, as additional rent hereunder. If Tenant receives any payment or other consideration in respect of an assignment of this Lease, over and above the assignee's assumption of the Tenant's obligations hereunder, such payments or other consideration shall be paid to Landlord, monthly, as additional rent hereunder. Neither Tenant nor any subtenant shall pay or receive any consideration (in cash, in kind or otherwise) in respect of any sublease hereunder other than the rent and other sums payable by the subtenant under (and specified in) such sublease and reflected in the Landlord's consent. No assignment or subletting hereunder shall relieve Tenant from its obligations hereunder and Tenant shall remain fully and primarily liable therefor unless Landlord agrees in writing to the contrary. In the event of any assignment, any liquor license or alcoholic beverage license held by or for Tenant relative to the Premises will be assigned simultaneously to the assignee of this Lease or Tenant's interest herein, and Tenant and said assignee shall obtain all necessary consents and approvals for the assignment of such license. Unless Tenant is a corporation, the stock in which is publicly traded on an exchange regulated by the Securities and Exchange Commission, any transfer, assignment or other change, whether direct or indirect, voluntary or involuntary, in the ownership or control of Tenant, whether at one time or through a series of transactions, shall constitute an assignment of this Lease subject to paragraph (a) above.

(d) If the rent and other sums or consideration payable by any subtenant exceed the Yearly Fixed Rent, such excess shall be paid to Landlord, monthly, as additional rent hereunder. If Tenant receives any payment or other consideration in respect of an assignment of this Lease, over and above the assignee's assumption of the Tenant's obligations hereunder, such payments or other consideration shall be paid to Landlord, monthly, as additional rent hereunder. Neither Tenant nor any subtenant shall pay or receive any consideration (in cash, in kind or otherwise) in respect of any sublease hereunder other than the rent and other sums payable by the subtenant under (and specified in) such sublease and reflected in the Landlord's consent.

#### **ARTICLE IX - SUBORDINATION OF LEASE**

This Lease shall be subordinate to any mortgage from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease, if the holder of such mortgage shall so elect. If this lease is subordinate to any mortgage and the holder thereof (or successor) shall succeed to the interest of Landlord, at the election of such holder (or successor) Tenant shall attorn to such holder and this Lease shall continue in full force and effect between such holder (or successor) and Tenant. Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as such holder may request, and Tenant hereby appoints such holder as Tenant's attorney-in-fact to execute such subordination or attornment agreement upon default of Tenant in complying with such holder's request.

#### **ARTICLE X - CASUALTY AND TAKING**

(a) In case the Premises or Building, or any substantial part thereof (which shall mean at least 30% of the Premises Area) shall be destroyed or damaged by fire or other casualty; then in any such case this Lease shall terminate at the Landlord's election made within 45 days thereafter, which election may be made notwithstanding Landlord's entire interest may have been divested. If Landlord shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, and upon Tenant's vacation thereof, a just proportion of rent and other charges shall be abated (according to the nature and extent of the injury) until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation. Landlord shall use commercially reasonable efforts in such case to

**NAME OF BIDDER:** \_\_\_\_\_

diligently restore the Premises (or what may remain thereof) to their condition as of the Term Commencement Date (exclusive of Tenant's personal property, furnishings, trade fixtures and equipment), provided that Landlord shall not be obligated to spend more than the net insurance or taking proceeds, as the case may be, actually received by Landlord (after deducting reasonable expenses of settlement and recovery and amounts retained by Landlord's mortgagee). In the event that Landlord shall fail to so substantially complete the restoration of the Premises within two hundred seventy (270) days after the date on which restoration work began, then Tenant shall have the right to terminate this Lease within fifteen (15) days after such 270<sup>th</sup> day, and such termination shall be Tenant's sole and exclusive remedy at law or in equity for Landlord's failure to so restore the same. Any such termination by Tenant shall be null and void if, within twenty (20) days thereafter, Landlord substantially completes such restoration.

(b) If the entire Premises shall be taken under the power of eminent domain, or sold under the threat of the exercise of said power, or shall suffer any material direct or consequential damage for which Landlord shall be entitled to compensation by reason of anything done in pursuant of any public or other authority (all of which are herein called "Condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If the Premises or the Building or any substantial part of either thereof (which shall mean at least 30%) shall be affected by any Condemnation during this Lease or any extension thereof; then in any such case this Lease shall terminate at the Landlord's election made within 45 days thereafter, which election may be made notwithstanding Landlord's entire interest may have been divested. If this Lease is not otherwise terminated as a result of such Condemnation, and if so much of the Premises is taken by Condemnation as would substantially and adversely affect the operation and profitability of Tenant's business conducted from the Premises, and said taking lasts for one year or more, Tenant shall have the option, to be exercised only in writing within thirty (30) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession), to terminate this Lease as of the date the condemning authority takes such possession. If a taking lasts for less than one year, but substantially limits Tenant's use of the Premises for the Permitted Use, Tenant's Yearly Fixed Rent shall be abated in proportion to such limitation during said period but Tenant shall have no right to terminate this Lease. If neither party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Yearly Fixed Rent shall be reduced in the proportion that the usable floor area of the Premises taken bears to the total usable floor area of the Premises, provided that no such reduction shall be granted with respect to a taking or other action that affects only that portion of the Premises located in the basement of the Building. Any common areas taken shall be excluded from the common areas usable by Tenant and no reduction of rent or other charges shall occur with respect thereto or by reason thereof. In the event that this Lease is not terminated by reason of such condemnation, and subject to the requirements of any lender that has made a loan to Landlord encumbering the Property, Landlord shall to the extent of severance damages actually received by Landlord in connection with such Condemnation (net of the costs and expenses of adjusting and obtaining the same), repair any damage to the Property caused by such Condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair to the Premises. This paragraph shall govern the rights and obligations of Landlord and Tenant with respect to the Condemnation of all or any portion of the Property.

(c) Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises, the Property and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage or destruction, and by way of confirming the foregoing, Tenant hereby grants and assigns, and covenants with Landlord to grant and assign to Landlord, all rights to such damages or compensation, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, and Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute and deliver in Tenant's name all such assignments and assurances. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the

**NAME OF BIDDER:** \_\_\_\_\_

value of any of Tenant's Removable Property installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority.

#### **ARTICLE XI - LANDLORD'S REMEDIES - EVENTS OF DEFAULT**

(a) If either: (i) Tenant shall neglect or fail to make any payment of rent or other charges within five (5) days after notice from Landlord of such failure; or (ii) if Tenant shall fail to cure a default in the performance of any other of Tenant's covenants (except as hereinafter specified) within thirty (30) days after written notice of such default from Landlord (or, if such failure cannot reasonably be cured within 30 days, despite diligent efforts, then within such additional time as may be necessary, assuming that Tenant promptly commences and diligently prosecutes such cure); or (iii) if Tenant shall fail at any time to maintain in full force and effect the policies of insurance which Tenant is required to maintain hereunder, or shall fail to maintain in full force any required permit; or (iv) if the Premises shall be abandoned for a period of thirty (30) days after written notice thereof, or if Tenant or any party comprising Tenant shall be cited for any violation of applicable laws, ordinances or regulations, which violation remains uncured for ten (10) days after receipt of written notice thereof (or such shorter period as may be specified in such citation); or (v) Tenant shall assign this Lease or enter into any sublease in violation of this Lease, or if Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law; or (vi) Tenant or any party comprising Tenant or any guarantor shall make an assignment for the benefit of creditors, or shall be adjudicated insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant (or such party, as the case may be) or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or (vii) a petition shall be filed against Tenant or any party comprising Tenant or any guarantor under any law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain undismissed or unstayed for sixty (60) days, or if any trustee, conservator, receiver or liquidator of Tenant or any party comprising Tenant or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Tenant (or such party, as the case may be) and such appointment shall remain unvacated or unstayed for sixty (60) days; or (viii) Tenant shall fail to complete Tenant's Work and open the Premises for business as required herein within one hundred eighty (180) days after the last day of the Contingency Period; or (ix) Tenant fails at any time to maintain in full force and effect all licenses, permits and other approvals required under applicable laws, codes, regulations or ordinances for the Permitted Use, or Tenant ceases to be in good standing under Massachusetts law; or (x) if any governmental or regulatory agency or body initiates any enforcement investigation or action involving Tenant, Tenant's affiliates or Tenant's use of the Premises, or against any guarantor hereunder, for any reason, or if Landlord becomes involved in any such investigation or action; then, and in any of said cases, an "Event of Default" shall exist, and Landlord may immediately or at any time thereafter declare the Term of this Lease ended and take any steps to regain possession of the Premises by lawful proceedings and remove Tenant's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or previous breach of covenant; and Tenant covenants that in case of such termination, Tenant shall pay the rent and other sums payable hereunder up to the time of such termination, and thereafter until the end of what would have been the Term of this Lease in the absence of such termination (which shall be reduced by the net receipts, after deducting all expenses of reletting) received from any replacement tenant. Notwithstanding the foregoing, at any time after such termination, Landlord may elect to have Tenant pay, in lieu of any subsequent monthly payments, as final liquidated damages, a lump sum equal to then net present value of the rent and other payments that would have been due and payable under this Lease for what would have been the remainder of the Term hereof in the absence of such termination.

**NAME OF BIDDER:** \_\_\_\_\_

(b) Without thereby affecting any other right or remedy hereunder, at its sole option Landlord may cure for Tenant's account any default by Tenant hereunder; and the cost to Landlord thereto shall be deemed to be additional rent and shall be added to the installment of rent next accruing or to any subsequent installment of rent, at Landlord's election. Any and all rights and remedies which Landlord or Tenant may have under this lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether or not exercised by Landlord or Tenant, shall be deemed to be exclusion of any other; and any two or more of all such rights and remedies may be exercised at the same time.

(c) This Lease shall be construed as though Landlord's covenants contained herein are independent and not dependent and, to the extent permitted by applicable law, Tenant hereby waives the benefit of any statute or other law to the contrary. Tenant agrees that Tenant shall not have any right to terminate this Lease on account of any default or breach by Landlord of its obligations hereunder, and that Tenant's remedies in the case of such a default or breach shall be limited to an action against Landlord for damages, as and to the extent provided elsewhere in this Lease.

(d) Tenant expressly and irrevocable waives any defense to any action by Landlord hereunder based upon the legality (or illegality) of the Permitted Use.

#### **11.02 Landlord's Default**

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligations.

#### **ARTICLE XII - WAIVER OF CLAIMS AND RIGHTS OF SUBROGATION**

Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though extra premium may result therefrom) Landlord and Tenant: (i) mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from, and forever waives, any and all claims with respect to such loss, but only to the extent of the limits of insurance carried with respect thereto, less the amount of any deductible; and (ii) mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other. Any additional premium or charge imposed by any insurer for providing such a waiver shall be borne by the party carrying such insurance.

#### **ARTICLE XIII - TENANT ESTOPPEL**

Within 10 days after Landlord's request from time to time, Tenant shall furnish to Landlord (or as Landlord may direct) a written and duly signed certification that this Lease is in full force and effect without amendment (or with such changes as may then be effective, which shall be stated in the certificate), that Tenant has no defense, offset, or counterclaim against its rent payment or other obligations hereunder, the dates to which rent and other charges have been paid, that neither Landlord nor Tenant is in default under this Lease (or specifying any default of either party in detail in the certificate), and such other matters as Landlord may request. Failure of Tenant to so deliver any such certification shall be conclusive evidence that the foregoing statements (except the date to which rent and other charges are paid, which information shall be furnished by Landlord) are accurate. Any prospective purchaser, investor or mortgagee may rely on the matters set forth in any such certifications

**NAME OF BIDDER:** \_\_\_\_\_

**ARTICLE XIV - MISCELLANEOUS**

**14.01 Waivers; Increased Costs; Change in Law**

No consent or waiver, express or implied, by Landlord, to or of any breach of any covenant, condition or duty of Tenant, shall be construed as a consent, or waiver to or any other breach of the same or other covenant, condition or duty. Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or the Property above the standard rate applicable to Premises being occupied for commercial offices; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as an additional charge hereunder. In the event of any change in applicable laws, codes, regulation or ordinances that render some or all of the Permitted Uses herein unlawful, or in the event of the issuance of revised federal regulation or enforcement guidelines or priorities with respect to locations being used for the Permitted Uses, then Landlord may (but shall not be obligated to) terminate this Lease by written notice to Tenant, which termination shall be effective on the first to occur of (i) the effective date of any such change, or (ii) 90 days from the date of such notice.

**14.02 Notices**

Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served only if mailed by certified or express mail (or other recognized overnight delivery service), return receipt requested, postage paid, addressed, as follows:

**If to Tenant:**

**If to Landlord:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

with a copy to:

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

and to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Any such notice sent by certified mail shall be deemed effective on the third business day after being deposited in the United States Mail as provided above within the continental United States. Any such notice sent by express

**NAME OF BIDDER:** \_\_\_\_\_



mail or overnight delivery service shall be deemed effective on the next business day after being deposited in the United States Mail or with such delivery service, as provided above within the continental United States.

#### **14.03 Successors and Assigns**

The covenants and agreements of Landlord and Tenant shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of Landlord, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

#### **14.04 Definition of "Tenant"**

If Tenant is more than one person or party Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord" and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and assigns (subject to the provisions hereof).

#### **14.05 Notice of Lease**

Landlord and Tenant agree that this Lease shall not be recorded. If either party desires to enter into a Notice of Lease for recording purposes, the other shall promptly execute such Notice of Lease in such form as is reasonably acceptable to Landlord and Tenant.

#### **14.06 Headings**

The headings herein contained are for convenience and shall not be construed a part of this lease.

#### **14.07 Landlord's Liability**

Tenant specifically agrees to look solely to Landlord's then equity interest in the Property at the time owned for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (original or successor) nor any beneficiary thereof shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or to take any action not involving the personal liability of Landlord (original or successor) or any such beneficiary to respond in monetary damages from Landlord's assets other than Landlord's equity interest in the Property. To the maximum extent permitted by law, in no event shall Landlord ever be liable to Tenant or any other party for any loss of business or any other indirect, punitive or consequential damages suffered by Tenant from whatever cause. Tenant expressly agrees that the Tenant's covenants hereunder (including without limitation the covenant to pay rent and other sums due hereunder) are independent of the Landlord's covenants, and Tenant waives the benefits of any statute or other law now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense, to withhold rent or to terminate this Lease because of Landlord's failure to keep the Premises or the Building in good order, condition and repair.

#### **14.08 Assignment of Rents and Transfer of Title**

(a) With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on Property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant in accordance with Section 14.02,

**NAME OF BIDDER:** \_\_\_\_\_

specifically otherwise elect and that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or upon the Lender's assumption and exercising of Landlord's rights hereunder.

(b) In the event of any transfer of title to the Property by Landlord, the transferring Landlord shall thereafter be entirely freed and relieved from the performance and observance of all covenants and obligations hereunder, except to the extent that Tenant shall have given Landlord written notice thereof prior to the date of such transfer. From and after the date of any such transfer, Tenant shall look only to the transferee Landlord for any claim hereunder.

#### **14.09 When Lease Becomes Binding; Early Termination by Landlord**

(a) The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding upon Landlord only upon the execution hereof by both Tenant and Landlord. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

(b) Notwithstanding any provision of this Lease to the contrary, in the event that, Landlord desires to substantially rehabilitate or replace the Building, and in connection therewith Landlord intends to demolish all or substantially all of the Building or the interior thereof, then Landlord shall have the right to terminate this Lease by giving Tenant notice thereof (a "Demolition Notice"). If the Landlord gives a Demolition Notice as provided herein, then the Expiration Date shall be a date specified in the Demolition Notice that is not less than twelve (12) months after the date of the Demolition Notice, and this Lease shall terminate with the same force and effect as if such Date were the date originally set forth therein as the Expiration Date thereof, and Tenant shall vacate and deliver the Premises to Landlord as provided in Section VII of this Lease.

#### **14.10 Holding Over**

Any holding over by Tenant (or any Sublessee) after the expiration of the Term of this Lease shall be treated as a daily tenancy at sufferance at a rate equal to two (2) times the sum of Yearly Fixed Rent plus other charges herein provided (prorated on a daily basis). Tenant shall also pay to Landlord all damages, direct and/or indirect, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable. In addition, Tenant shall be and remain fully liable for any and all damages and loss suffered by Landlord as a result of Tenant's holding over. Tenant shall indemnify, reimburse and hold Landlord harmless from any against any loss, cost, damage or expense of whatever kind or nature (including without limitation attorneys' fees and costs and damages suffered by loss of any replacement tenant) suffered as a result of or in connection with any holding over.

#### **14.11 Brokerage**

Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner that could give rise to a claim for a commission, finder's fee or other compensation, other than the Broker named in the Reference Data. Each party shall indemnify, defend and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses resulting from a breach or alleged breach of the representations and warranties set forth hereinabove arising from any claim by other any broker, finder or other person predicated upon dealings with the indemnifying party.

#### **14.12 Quiet Enjoyment**

**NAME OF BIDDER:** \_\_\_\_\_

Tenant, subject to the terms and provisions of this Lease, on payment of all Yearly Fixed Rent and additional rent and observing, keeping and performing all of the other terms and provisions of this Lease on Tenant's part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term of this Lease, without hindrance or ejection by Landlord or any persons lawfully claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

#### **14.13 Governing Law**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

#### **14.14 Corporate Information; Financial Statements**

At the time of Tenant's execution of this Lease, Tenant shall deliver to Landlord a certificate from the Secretary of the Commonwealth of Massachusetts evidencing Tenant's good standing and legal existence in Massachusetts. Also at or prior to the time of Tenant's execution hereof, and thereafter upon request (which shall not be made more than once in any 12-month period other than in connection with a sale or refinancing), Tenant shall deliver to Landlord true copies of the sales and revenue figures for the Premises for the most recent quarter and year, as well as annual financial statements and information for Tenant (as well as those of any Guarantor), reviewed by an independent certified public accountant, prepared in accordance with generally acceptable accounting principles and fairly and accurately showing the financial condition of Tenant and any Guarantor. Such information shall be delivered within twenty (20) days after receipt of a request from Landlord for such information.

#### **14.15 Anti-Terrorism Provisions**

Tenant represents, warrants and covenants to Landlord that (i) neither Tenant nor any of its partners, members, principal stockholders or any other constituent entity either in control of the operation or management of Tenant or having a controlling financial interest in Tenant has been or will be designated or named as a terrorist, "Specially Designated and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11> or at any replacement website or other replacement official publication of such list (such list, or any such replacement official publication of such list, the "OFAC List"), or by any Executive Order or the United States Treasury Department; and (ii) Tenant has not engaged, and will not engage, in this transaction, directly or indirectly, on behalf of, or instigating or facilitating, and will not instigate or facilitate, this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. A breach of any Tenant representation, warranty and covenant contained in this Section shall be an immediate and material Default of Tenant under this Lease without notice or cure rights. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to Tenant's breach of any of the foregoing representations, warranties and/or covenants.

#### **14.16 Security Deposit**

Tenant agrees that the security deposit (defined in the Reference Data section above) required hereunder will be paid upon execution and delivery of this Lease, and that Landlord shall hold the same throughout the Term of this Lease as security for the performance by Tenant of all obligations on the part of Tenant hereunder. Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to Landlord's damages arising from, or to cure, any failure or default by Tenant. If Landlord shall so apply any or all of such deposit, Tenant shall immediately deposit with Landlord the amount so applied to be held as security hereunder. There then existing no default on the part of Tenant, Landlord

**NAME OF BIDDER:** \_\_\_\_\_

shall return the deposit, or so much thereof as shall have theretofore not been applied in accordance with the terms of this Section, to Tenant within thirty (30) days after the expiration or earlier termination of the Term of this Lease and surrender of possession of the Premises by Tenant to Landlord at such time. While Landlord holds such deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and, if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms hereof, and the return thereof in accordance herewith. The holder of a mortgage shall not be responsible to Tenant for the return or application of any such deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such holder.

#### **14.17 Waiver of Jury Trial**

LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT. TENANT ACKNOWLEDGES THAT IT HAS CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOWS ITS INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION. PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT AND SUBMISSION OF SAME TO TENANT SHALL NOT BE DEEMED AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT OR THE GRANT OF AN OPTION TO TENANT TO LEASE THE PREMISES. THIS LEASE SHALL BECOME BINDING UPON LANDLORD ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED A FULLY EXECUTED ORIGINAL OF THIS LEASE TO TENANT.

### **ARTICLE XV - EXTENSION**

#### **15.01 Tenant's Right**

(a) Provided that, both at the time of such exercise and at the commencement of the Extended Term in question, (i) there exists no Event of Default on the part of Tenant hereunder (nor any event or circumstance which, with the giving of notice or the passage of time, or both, would constitute an Event of Default), and (ii) Tenant shall not have assigned this Lease or sublet all or any portion of the Premises, and the Tenant named herein then actually occupies and is actively operating the entire Premises, and (iii) this Lease is still in full force and effect, and subject to Landlord's rights under Section 14.09(b) above, Tenant shall have the right to extend the Term of this Lease for one extended term (the "Extended Term") of three (3) years. The Extended Term shall commence on the day following the last day of the Initial Term, and shall end at 11:59 p.m., Boston time, on the day immediately preceding the fifth anniversary of the first day of the Extended Term. Tenant shall exercise such option to extend by giving written notice to Landlord not later than six (6) months prior to the expiration of the Initial Term. The giving of such notice by Tenant shall automatically and irrevocably extend the Term of this Lease for the Extended Term, and no instrument of renewal need be executed. In the event that Tenant fails to give such notice to Landlord, this Lease shall automatically terminate on the last day of the Initial Term, and Tenant

**NAME OF BIDDER:** \_\_\_\_\_

shall have no further option to extend the Term of this Lease, it being agreed that time shall be of the essence in the giving of such notice. The Extended Term shall be on all the terms and conditions of this Lease, except that the Yearly Fixed Rent for the Extended Term shall be as set forth above in the "Reference Data" section of this Lease.

\_\_\_\_\_  
**LESSEE**

\_\_\_\_\_  
**LESSOR:**  
Print Name: \_\_\_\_\_

SAMPLE

**NAME OF BIDDER:** \_\_\_\_\_