

LEASE AGREEMENT

by and between

THE CITY OF CAMBRIDGE

as Landlord

and

CAMBRIDGE REDEVELOPMENT AUTHORITY

as Tenant

with respect to the property known as

the Foundry Building

at 101 Rogers Street, Cambridge, MA

Dated as of

_____, 2015

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is made and entered into as of this _____ day of _____ 2015, by and between **the City of Cambridge**, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with a usual place of business at City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 (the “**Landlord**” or “**City**”), and **the Cambridge Redevelopment Authority**, a public body politic and corporate in the City of Cambridge, constituted under M.G.L. c. 121B, § 4 (the “**Tenant**” or “**CRA**”). Landlord and Tenant may hereinafter be collectively referred to as the “**Parties**.”

Intending to be legally bound, Landlord and Tenant agree as set forth below:

Landlord and Tenant hereby agree to this Lease of the City-owned Foundry Building at 101 Rogers Street. The goal of this Lease will be to implement the vision, objectives and conditions developed through extensive community and Cambridge City Council input, as formally set forth in the Demonstration Project Plan for the Property adopted by the CRA on December 17, 2014 and approved by the City Council on May 4, 2015. A copy of the approved Demonstration Project Plan is attached as **Exhibit A**. Subject to the oversight of the City as set forth in this Lease, the CRA will serve as the steward of the Property and in particular the community uses and programming within the Foundry.

1. PROPERTY

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and subject to and with the benefit of the terms, covenants, conditions, agreements and provisions hereof, two certain parcels of land, together with all improvements thereon, more particularly described in a deed from ARE-MA Region No. 32, LLC and ARE-MA Region No. 35, LLC to the City of Cambridge dated January 9, 2012 and recorded with the Middlesex South District Registry of Deeds in Book 58257, Page 379, a copy of which is incorporated as **Exhibit B** attached hereto and made part hereof, located at 101 Rogers Street and 180 Bent Street in Cambridge, Middlesex County, Massachusetts, together with rights of ingress and egress thereto (the “**Property**”).

2. USE OF TERMS

The following terms shall have the following definitions:

2.1 Advisory Committee - A seven (7) person Committee created by the City Manager in consultation with the CRA’s Executive Director.

2.2 City Manager - The City Manager of the City of Cambridge.

2.3 Governing Documents - The Lease, the Demonstration Project Plan, the Disposition Report and such other documents related to the use of the Property, all as agreed upon by Landlord and Tenant.

2.4 Selection Process - The multi-stage process by which Tenant will, subject to the approval of the City Manager, select the Development Entity.

2.5 Development Entity - A private developer, non-profit organization, or a joint venture of multiple parties capable of fulfilling the redevelopment goals for the Property.

2.6 Sublease - An agreement between Tenant and a Development Entity to implement the redevelopment and management of the Property into a productive, innovative mixed-use center.

3. LEASE TERM AND PRE-SUBLEASE TERM

3.1 Pre-Sublease Term. The period after the execution of this Lease but prior to the execution of the Sublease shall be the “Pre-Sublease Term.” The Tenant shall conduct the Selection Process, as defined in Section 4.3 below, leading to the selection of the Development Entity, subject to the review and approval of the City Manager during the Pre-Sublease Term. The Pre-Sublease Term is estimated to continue for not longer than twelve (12) months and may be extended by mutual agreement of Landlord and Tenant.

3.2 Lease Term. The term of this Lease (the “Lease Term”) shall commence upon execution of this Lease and end fifty (50) years after execution of the Sublease.

3.3 Contingency. The Parties hereby expressly acknowledge and agree that Landlord’s obligations and Tenant’s rights hereunder are contingent upon Tenant entering into a Sublease with a Development Entity consistent with the terms of this Lease in every respect. In the event the Sublease is not executed within three (3) years of the execution of this Lease but may be extended by mutual agreement of Landlord and Tenant, this Lease shall be void and of no further force or effect.

3.4 End of Lease Term. If Landlord so elects, at the expiration or sooner termination of the Lease, all improvements shall be surrendered to Landlord in a reasonable condition to be determined by the Landlord.

4. SELECTION OF DEVELOPMENT ENTITY

4.1 Proposals. The Tenant shall seek proposals for the redevelopment of the Property from prospective development entities.

4.2 Schedule. Landlord and Tenant agree to pursue the Selection Process consistent with the schedule set forth in **Exhibit C** and acknowledge that it is expected that the Property will be substantially occupied not later than three years after commencement of the Lease Term.

4.3 Selection Process. Tenant’s selection of the Development Entity shall follow a multi-stage process consisting of a Request for Qualifications (“RFQ”) process to determine a short list of qualified entities (“Proponents and a Request for Proposals

("RFP") to fully develop proposals for evaluation and selection of the Development Entity. The determination of Proponents and the selection of a Development Entity are both subject to the approval of the City Manager.

(a) RFQ. The RFQ will provide a broad array of prospective Proponents with an opportunity to propose an overall reuse concept for the Property. If Tenant receives sufficient responses in alignment with the Governing Documents and elects to proceed with the proposal process, the second stage of the solicitation will proceed through a limited-solicitation RFP to be distributed to the Proponents. In coordination with the release of the RFQ, Tenant will organize at least one public pre-bidding event to invite developers, program providers, and potential tenants to form connections and potential partnerships capable of delivering an innovative mix of uses in the Property.

(b) RFP. The RFP will be distributed to the Proponents and will center on selecting a feasible concept for the Property that includes the selection of an implementation team with appropriate development and management capacity to rebuild and populate the Property. Tenant will solicit proposals for the Property's reuse as specified in and consistent with the Governing Documents (the "Proposals"). Tenant shall host at least one televised public presentation (on Cambridge Public Access TV) of the final Proposals from the Proponents at least two (2) weeks before the selection of the Development Entity by the Tenant.

4.4 Program. Proposals shall be required to comply with minimum and maximum programmatic requirements as determined by the Parties after evaluation of the RFQ responses.

4.5 Selection Criteria. Tenant will evaluate the Proposals according to the objectives for the Property set forth in the Governing Documents. Such objectives shall be specifically referenced in the RFP; provided, however, that Proposals that demonstrate delivery of a Program with community-oriented uses significantly greater than the 10,000 square feet minimum required by the Cambridge Zoning Ordinance and that include the productive use of as much of the Property as possible shall be considered highly advantageous in the Selection Process.

Other factors in the Selection Process shall include, without limitation, the strength of financing, the quality and experience of the proposed Proponent, the mix of proposed uses as they relate to the objectives laid out in the Governing Documents, the conceptual building design, approach to environmental issues, proposed schedule, and the capacity of the proposed Proponent to undertake both the development and operations of the Property over the long term.

5. SUBLEASE

5.1 Sublease Authorization. Tenant shall be authorized to execute the Sublease with the Development Entity; provided, however, that Tenant reserves the right not to select a Development Entity if no acceptable Proposals are received. The terms of any Sublease entered into with the Development Entity shall be subject to the prior review and written approval of the City Manager.

5.2 Sublease Term. The term of the Sublease shall be up to the duration of the Lease Term and shall be subject to the terms of the Governing Documents, the requirements of the RFP, and the Proposal. The Tenant may, with the City Manager's written approval, negotiate modifications of the elements of the Proposal; provided, however that any such revision shall not be inconsistent with the requirements and goals of the Governing Documents.

5.3 Tenant Office Space. Tenant shall have the right to occupy up to 2,000 net square feet within the Property for its own corporate purposes and for which it shall pay rent in accordance with Section 6.5 below in an amount consistent with the calculation of rent to be paid for a similarly situated tenant of the Development Entity.

5.4 Performance Measures. The Sublease shall maximize the benefits to the community from the redevelopment and use of the Property while maintaining the financial sustainability of the Property. The Sublease will include performance measures and reporting requirements that comply with the Governing Documents.

5.5 Continuous Operation. The Sublease shall require the Development Entity to use its best efforts to keep the Property continuously occupied during the Lease Term.

5.6 Permits. The Sublease shall require the Development Entity to obtain at its expense any and all permits and/or licenses required by federal, state, and local laws, rules and regulations for the redevelopment and operation of the Property.

5.7 Insurance. Tenant shall require the Development Entity and all designers, contractors, operators and tenants of the Property to carry reasonable levels of insurance naming the Tenant and the Landlord as additional insureds in amounts and coverages to be approved by both the Tenant and the Landlord.

5.8 Ten-Year Sublease Rent Evaluation. The Sublease shall provide that, at each ten-year anniversary of the Sublease Term, the amount of Rent (discussed below in Section 6.5) owed under the Sublease shall be subject to renegotiation based on the then prevailing rents in the Greater Boston area for the uses comprising the Program. In the event that Tenant and the Development Entity are unable to agree on the adjustments to the Rent, such adjustments shall be submitted to an independent appraisal process to be set forth in the Sublease.

5.9 Remedies. The Sublease shall provide remedies for Landlord and/or Tenant if the Property is not redeveloped in accordance with the Governing Documents, including termination or modification of the Sublease, injunction, and reimbursement for expenses and attorneys' fees associated with remedies under the Sublease.

6. FINANCIAL RESPONSIBILITIES

6.1 Landlord's Capital Improvements. The Cambridge City Council has appropriated six million dollars (\$6,000,000.00) for Landlord's Capital Improvements to a dedicated Landlord's Capital Improvements Fund (separate from the "Capital Reserve Fund" described in Section 6.2 below), and Landlord shall expend substantially all of such

amount during the Pre-Sublease Term and the first ten (10) years of the Lease Term. Landlord's Capital Improvements will include those determined by the Landlord, in consultation with the Tenant, to be necessary and appropriate for the use of the Property for the Program and in compliance with all applicable federal, state, and local laws, rules, and regulations. The Landlord and Tenant may confer with the Development Entity, as appropriate, regarding these improvements.

6.2 Reserve Funds. Tenant shall, in the Sublease, create the following Reserve Accounts: (1) a fund dedicated by the Tenant to investment during the Lease Term in the Property's ongoing building operations and programming goals as specified in and consistent with the Governing Documents (the "Operating Reserve Fund"); and (2) a fund by the Tenant dedicated to investment during the Lease Term in the Property's capital maintenance as specified in and consistent with the Governing Documents (the "Capital Reserve Fund"). At each ten-year anniversary of the Term, the amount in the Reserve Accounts shall be reviewed by the Parties, and may be adjusted based on the then prevailing best professional practice. Excess funds not anticipated to be needed by such review at such time may be returned to the City and to the CRA to recoup the initial investments and pre-development costs of each party as agreed by the Parties. Any such recoupment of the initial funds shall be paid to the Parties in proportions based upon each Party's initial investment. Any money that remains in the Reserve Accounts at the end of the Lease Term shall be paid in its entirety to the City.

6.3 Tenant's Funds. Prior to the commencement of the Sublease Term, Tenant shall pay two million dollars (\$2,000,000.00) to establish the Reserve Funds and shall allocate such portion of the two million dollars to the Operating Reserve Fund and Capital Reserve Fund in amounts to be agreed upon by Landlord and Tenant, the entirety of which shall be spent during the Lease Term.

6.4 Additional Financing. Tenant shall endeavor, with support from Landlord, to secure additional financial resources for the redevelopment of the Property and the Program, such as tax credits, state financing, tax agreements, grants, charitable donations, development fees of other properties, and other sources of capital.

6.5 Rent. Tenant shall not pay rent to Landlord. Tenant shall be authorized to set rental rates ("Rent") with the Development Entity according to the Program and the Governing Documents. Rent charged during the initial 10-year term owed to the Tenant under the Sublease shall not be lower than that established by an independent appraisal commissioned by Tenant, but portions of the Rent may be offset by certain capital improvements or programmatic measures by the Development Entity with approval from the City Manager. Any revenue received by Tenant from the Property shall be: (a) used to provide support for the Program; (b) used for additional improvements to the Property to support the Program; or (c) deposited in the Reserve Funds.

6.6 Real Estate Taxes. No real estate taxes shall be owed on the Property during the Pre-Sublease Term. During the Sublease Term, the Development Entity and any entity claiming through the Development Entity shall be responsible to pay such taxes on the Property as are due and payable pursuant to law.

6.7 Utilities. Landlord shall be responsible for the payment of all utilities charges during the Pre-Sublease Term. Tenant shall be responsible for the cost and expense of all utilities during the Sublease Term and shall be authorized to enter an agreement with the Development Entity for the payment of utility charges.

6.8 Audit. The operations and finances of the Property, including but not limited to the use of Rent and the Reserve Funds, shall be subject to annual audit by Tenant and, upon request, by Landlord and/or its designees.

6.9 Costs and Expenses. Tenant and Landlord shall each bear its own costs in connection with the negotiation of the Governing Documents and the Sublease.

7. MANAGEMENT RESPONSIBILITIES

7.1 Construction Management. Tenant shall hire or otherwise retain, subject to the approval of the City Manager, an owner's representative to oversee each stage of the Property's redevelopment.

7.2 Improvements and Modifications, Review. Tenant shall ensure that improvements and modifications to the Property are designed in compliance with all applicable federal, state, and local laws, rules and regulations. The City Manager, with recommendations from the Cambridge Redevelopment Authority Board, shall approve all structural and all permanent capital improvements and modifications to the Property, including the installation of solar panels. Landlord and Tenant shall coordinate major improvement activity with the Cambridge Department of Public Works.

7.3 Repairs and Maintenance. Tenant shall maintain the Property in good condition and repair, reasonable wear and tear excepted, from the beginning of the Sublease Term through the end of the Lease Term, and shall be authorized to transfer this obligation to the Development Entity in the Sublease. Expenses for maintenance during the Lease Term may be paid out of the Capital Reserve Fund. Landlord shall be responsible for maintenance of the Property during the Pre-Sublease Term. Tenant may request that Landlord undertake specific capital improvements as part of Landlord's Capital Improvements during the Pre-Sublease Term or Lease Term.

7.4 Oversight. Tenant shall play an active management role in overseeing operations at the Property consistent with the Governing Documents, with an emphasis on community uses and public programming of shared spaces.

7.5 Advisory Committee. The City Manager shall create an Advisory Committee in consultation with Tenant's Executive Director in accordance with the Governing Documents. The Advisory Committee shall conduct its affairs and carry out its mission in accordance with the Governing Documents.

8. INSURANCE, WAIVER OF SUBROGATION

8.1 Insurance.

(a) Pre-Sublease Term Liability. During the Pre-Sublease Term, as between the Parties, liability for the Property shall be with the Landlord. Tenant shall be under no obligation to insure the Property during the Pre-Sublease Term.

(b) Personal Property. Tenant agrees that all risks, during the Lease Term (including that of fire or other casualty, theft or other harm, damage or loss) to Tenant's Personal Property, including the loss of use of the same, shall be borne solely by Tenant. As used herein, Personal Property includes, but is not limited to, all of Tenant's tangible and intangible goods and accounts, inventory, merchandise, furniture, fixtures, equipment (including computer equipment and any data stored thereon) and systems.

(c) Insurance. During the Sublease Term, Tenant shall require the Development Entity to maintain in full force and effect during the Sublease Term the following types of insurance:

1. General Liability Insurance (including contractual and personal injury liability insurance) in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$ 2,000,000 annual aggregate limit per location (or such higher limits as may be reasonably agreed upon by Landlord and Tenant from time to time).

2. Automobile Liability. For any vehicles used by the Development Entity in Foundry-related business, automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident.

3. Workers' Compensation and Employers' Liability. The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements.

4. Excess/Umbrella Liability. Umbrella liability coverage in an amount not less than \$10,000,000 per occurrence. Umbrella liability coverage is to be in excess of the general liability, automobile liability and employers' liability requirements outlined above and such requirement shall be subject to reasonable modification based on market changes and insurance coverage standards generally applicable to commercial real estate similar in type, use and location as the Property.

5. Environmental Liability Insurance. Tenant shall, whether by itself or through the Development Entity, purchase a pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the Landlord for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by Landlord but discovered during the redevelopment process or operation of the Property and subject to approval by the Landlord for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate with a maximum deductible or self-insured retention of \$25,000.

6. Property Insurance. Tenant shall, whether by itself or through the Development Entity, purchase Property Insurance against loss or damage resulting to the Property include fire, theft or other damage in an amount not less than the replacement value of the Property. The Tenant and the Development Entity shall consult with and obtain approval from the Landlord regarding the coverage amount of this policy.

7. Additional Provisions. The liability coverage in the insurance policies required in Section 8.1(c) above shall name Tenant and Landlord Parties as additional insureds except the workers compensation policy. All insurance policies required in Section 8.1(c) above shall be issued by companies authorized to do business in Massachusetts with an A.M. Best's financial rating of A- or better and a size class rating of X (10) or larger or otherwise acceptable to Landlord and all such policies shall include a provision waiving the insurer's rights to subrogation against the Landlord. Tenant shall deposit with Landlord a certified copy of the insurance binder (countersigned by the insurer) or evidence of insurance (in ACORD Form 28) or other proof satisfactory to Landlord for each of the insurance policies that the Development Entity is required to carry in compliance with its obligations under the Sublease. Such insurance policies shall contain a provision that the insurer will not cancel or refuse to renew the policy, without first giving at least thirty (30) days prior written notice to Landlord. The Sublease shall provide that failure to obtain and maintain the required insurance and shall fail to remedy such within ten (10) Business Days after written notice by Landlord or Tenant shall constitute an Event of Default under the Sublease.

8.2 Insurance During Construction. In addition, during the performance of any construction by Tenant or the Development Entity on the Property, in addition to the above coverage required to be maintained by Tenant, Tenant shall require that the Development Entity shall cause the general contractor performing the work to carry: (a) commercial general liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be determined by Landlord from time to time); and (b) automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident; (c) a pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the Landlord for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by Landlord but discovered during the redevelopment process or operation of the Property and subject to approval by the Landlord for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate with a maximum deductible or self-insured retention of \$25,000.; (d) the statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements to protect Landlord's interest and that of Tenant, contractors and subcontractors during the course of the construction; and (e) builder risk coverage against loss or damage on all work caused to be performed by the Development Entity in an amount equal to the value of the total replacement costs of the completed improvements to be made to the Property, plus the value of subsequent contract

modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project on site on a replacement cost basis without optional deductibles. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and expenses and Tenant's loss of use in a mutually agreed upon amount, required as a result of an insured loss. This policy and/or installation floater shall include transportation and stored materials coverage in an amount equal to the value of the stored materials at the project site only as required below. Such contractor insurance policies shall name the Landlord as an additional insured on a primary non-contributing basis.

8.3 Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in full force and effect only to the extent permitted by law and only to the extent that the cost of repairing such damage is covered by insurance or would have been covered by insurance proceeds payable under any policy (including the deductible and/or uninsured portion thereof) required to be maintained under this Lease, but not so maintained. Each policy of such insurance shall contain a waiver of subrogation by insurer against Landlord or Tenant, as the case may be.

9. USE OF PROPERTY Tenant covenants and agrees to use and occupy the Property, as permitted by law, for the redevelopment and management of the Property into a productive, innovative mixed-use center (the "Permitted Use"). Tenant shall not use or permit any use of the Property which creates any safety or environmental hazard, or which would be dangerous to the Property or the users of the Property or any third-party.

10. INDEMNIFICATION Except to the extent caused by the gross negligence or willful misconduct of Landlord and/or its agents, representative, contractors or employees, Tenant covenants and agrees to exonerate, indemnify, defend, protect and save Landlord harmless from and against any and all claims, demands, expenses, losses, suits and damages as may be occasioned by reason of (i) any accident, injury or damage occurring in or about the Property causing injury to persons or damage to property; and (ii) the failure of Tenant to fully and faithfully perform the obligations and observe the conditions of this Lease. The obligations of the Parties pursuant to this Section 10 shall survive the expiration or earlier termination of the Lease.

11. FIRE OR OTHER CASUALTY

11.1 Event of Casualty. For the purposes of this section, "Event of Casualty" shall be defined as damage to or destruction of the Property caused by fire or other casualty, or any such damage to or destruction of the Property necessary to provide normal services and access to the Property. If an Event of Casualty occurs, Landlord, after receipt

of written notice thereof from Tenant, shall undertake to make repairs and restorations with reasonable diligence, unless this Lease has been terminated by Landlord or Tenant as hereinafter. If (i) in Landlord's sole judgment, the damage is of such nature or extent that more than one hundred eighty (180) days following the occurrence of the casualty would be required to repair and restore the Property as the case may be; or (ii) in Landlord's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Property, as the case may be; or (iii) less than one (1) year remains on the then current Lease Term, Landlord shall so advise Tenant within thirty (30) days after the Event of Casualty (the "Landlord's Notice of Casualty"), and either party shall have thirty (30) days after receipt of Landlord's Notice of Casualty to terminate this Lease by written notice to the other. If either party elects to terminate this Lease in the case described in clauses (i), (ii) or (iii) above, then the Lease Term shall expire as of the date of the Event of Casualty, and Tenant shall vacate the Property and surrender the same to Landlord in accordance with the terms of this Lease.

11.2 Repair and Restoration. If an Event of Casualty occurs, provided this Lease is not terminated pursuant to the terms of Section 13.1, and sufficient casualty insurance proceeds are available for application to such repair and restoration, Landlord shall proceed diligently to repair and restore the Property to substantially the same condition prior to the Event of Casualty, and Rent shall equitably abate until the Property and the portions of the Building providing necessary service and access to the Property are restored.

11.3 Validity and Effect. The validity and effect of this Lease shall not be impaired in any way by the failure of Landlord to complete the repair and restoration of the Property or the Building within one hundred eighty (180) days after the occurrence of the casualty, even if Landlord had in good faith notified Tenant that the repair and restoration would be completed within such period, provided that Landlord proceeds diligently with such repair and restoration; provided, however, if the Property or the Building are not restored within two hundred and ten (210) days after the occurrence of the casualty, Tenant shall have the right to terminate this Lease by written notice to Landlord.

12. INSPECTION; ACCESS; CHANGES IN BUILDING FACILITIES

12.1 Inspection. Landlord, its agents, employees and contractors may enter the Property at any time in response to an emergency and at other reasonable times (i) to examine, inspect and protect the Property

12.2 Access. Landlord shall have access to all areas in the Property (including exterior walls, core corridor walls and doors and any core corridor entrances), including used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other facilities.

13. DEFAULTTenant's Default. It shall be a Tenant event of default (an "Event of Default") under this Lease if: (i) Tenant fails to perform or observe any material term, or obligation of this Lease and such failure continues after written notice given by or on

behalf of Landlord to Tenant for more than ninety (90) days; provided, however, if such failure is of such a nature that Tenant cannot reasonably remedy the same within the said ninety (90) day period, then such period shall be extended so long as Tenant commences promptly same and diligently prosecutes such remedy to completion; (ii) Tenant abandons the Property for a period of more than thirty (30) days; or (iii) there is committed by Tenant any other act or omission which is stated in this Lease to be an Event of Default.

13.2 Landlord's Default. It shall be a default and breach of this Lease by Landlord if Landlord shall fail to perform or observe any material term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Tenant specifying in detail Landlord's non-compliance ("Landlord Event of Default"); provided, however, that if the material term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Landlord commences such performance within said ninety (90) day period and thereafter diligently undertakes to complete the same. If: (a) any Landlord Event of Default is not cured within the applicable cure period, Tenant's exclusive remedy shall be an action for specific performance; and (b) if the default is a failure of Landlord to perform a repair obligation which is in Landlord's control and the failure to perform such repair obligation has rendered the Property untenable, Tenant shall have the right, but not the obligation, to perform such repair so as to make the Property tenable and Landlord shall reimburse Tenant for the reasonable costs incurred in making such repair within ninety (90) days after Landlord's receipt of Tenant's invoice thereof, which shall include reasonable documentation of all costs incurred. Notwithstanding the foregoing, Tenant hereby waives the benefit of laws granting it: (i) the right to perform Landlord's obligations except as expressly provided in the immediately preceding sentence; or (ii) the right to terminate this Lease or withhold Rent on account of any Landlord Event of Default.

14. NOTICESAll notices or other communications hereunder shall be in writing and shall be deemed to have been given (i) if delivered by hand, by messenger or by an express delivery service (FedEx, UPS, DHL, etc.), then if and when delivered (or if delivery is refused, when refused) to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (ii) if mailed, then on the third Business Day following the date on which such communication is deposited in the United States mails, by first class registered or certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby).

If to Landlord: Cambridge City Manager
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

With a copy to:

City Solicitor
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

If to Tenant: Executive Director
Cambridge Redevelopment Authority
255 Main Street, Fourth Floor
Cambridge, MA 02142

With a copy to:

Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210
Attn: Jeffrey B. Mullan, Esq.

15. MISCELLANEOUS

15.1 Authority. Tenant and Landlord each represent and warrant that it has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all action necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms.

15.2 Waivers. No delay or forbearance by Landlord or by Tenant in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by such party shall be construed, respectively, to be a waiver of Landlord's or Tenant's rights or to represent any agreement by Landlord or by Tenant to undertake or perform such act or matter thereafter.

15.3 Waiver of Trial by Jury. Tenant hereby consents to the exclusive jurisdiction of the courts of Massachusetts in any and all actions or proceedings arising under this Lease. Landlord and Tenant agree to waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Property and/or any claim of injury or damage and any emergency or any other statutory remedy.

15.4 Time of the Essence. All times, wherever specified herein for the performance by Landlord or Tenant of their respective obligations hereunder, are of the essence of this Lease.

15.5 Severability. Each covenant and agreement in this Lease shall for all purposes be construed to be a separate and independent covenant or agreement. If any provision in this Lease or the application thereof shall to any extent be invalid, illegal or otherwise unenforceable, the remainder of this Lease, and the application of such provision other than as invalid, illegal or unenforceable, shall not be affected thereby; and such provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15.6 Headings. The title and headings of this Lease are for convenience of reference only and shall not in any way be utilized to construe or interpret the agreement of the parties as otherwise set forth herein.

15.7 Representatives. The term “Landlord” and term “Tenant” as used herein shall mean, where appropriate, all persons acting by or on behalf of the respective parties, except as to any required approval, consents or amendments, modifications or supplements hereunder when such terms shall only mean the parties originally named on the first page of this Lease as Landlord and Tenant, respectively, and their agents so authorized in writing.

15.8 Lease Not Binding Until Executed and Delivered. This Lease shall not bind Landlord unless and until it has been signed and delivered by Tenant, received and accepted by Landlord, and then countersigned and redelivered by Landlord to Tenant.

15.9 Counterparts. This Lease may be executed in four (4) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same lease agreement.

15.10 Amendment and Modification. This Lease, including all Exhibits and Addenda attached hereto, each of which is incorporated in this Lease, as well as the referenced Governing Documents, contains the entire agreement between the parties hereto, and shall not be amended, modified or supplemented unless by agreement in writing signed by both Landlord and Tenant.

15.11 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

15.12 Tenant’s Right of Access. Subject to the terms and conditions of this Lease and any other rules and regulations imposed by Landlord, Tenant shall have access to the Property twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year during the Lease Term (as same may be extended).

16. EXHIBITS AND ADDENDA

Additional terms to this Lease, if any, are set forth in the Exhibits and Addenda attached hereto, which are incorporated herein by reference, and made a part hereof, as follows:

- A. Demonstration Project Plan
- B. Deed
- C. Schedule

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed as of the date first written above.

LANDLORD:

The City of Cambridge

By: _____

Name: Richard C. Rossi

Title: City Manager

As to form only:

By: _____

Name: Nancy E. Glowa

Title: City Solicitor

TENANT:

Cambridge Redevelopment Authority

By: _____

Name: Kathleen Born

Title: Board Chair

EXHIBIT A

EXHIBIT B