

MEMORANDUM

To: CRA Board

From: Erica Schwarz

Date: July 14, 2021

Re: 99 Bishop Allen Drive Project Update: Timeline, Budget Tracking and Leases

GENERAL UPDATE

Work underway in July for the renovation of 99 Bishop Allen Drive includes insertion of new window lintels, installation of roof sheathing, installation of air and vapor barriers at window openings and dormers, removal of the severely degraded chimneys and related roof infill, lateral bracing of interior brick openings, installation of door frames, completion of rough in for plumbing, electrical, and duct work and related inspections, and sprinkler pipe installation.

CRA staff are working with the project architect STA to finalize furniture selections for the building's shared kitchenettes. Furniture that was used in the building's former shared meeting room will be repurposed for use in the building's new shared meeting rooms.

The roof solar installation is being carried out as a separate project that will occur after the current renovations are completed. On behalf of the CRA, Resonant Energy has advanced a solar installer selection process. It is expected that the recommended selection will come to the Board for approval in September. In the meanwhile Resonant will be submitting a Reservation Application to the Massachusetts SMART program to ensure the solar project is included in the current incentive block; the SMART financial incentive level is scheduled to drop later this year.

The CRA's property manager for the building, TSNE MissionWorks, is now in conversation now with all tenants regarding final lease language. CRA staff have re-engaged the STV move manager to start planning for tenants' return to the building this fall.

PROJECT TIMELINE

It has been known that the delayed delivery of the elevator – and in particular its mechanics – would cause a delay in the project's end date. That delivery timeline has now been confirmed, which enables the CRA and our general contractor, GVW, to finalize a new project end date. The original project completion date in our contract with GVW was September 13, 2021. The new project completion date is November 8, 2021. There will be no fee assessed by GVW for their extended hours under this later date. If the project does not have its certificate of occupancy by this date, GVW will owe the CRA a \$2,500 per day liquidated damages fee.

Leases with the building's nonprofit tenants were intended to start on October 1, 2021. They will now start on November 15, 2021. All tenants can accommodate the new date. Tenants who are now in swing spaces will retain the use of those spaces until that date.

CHANGE ORDERS 5 AND 6 & CONTINGENCY OVERVIEW

Change Order 5 adds electrical replacement scope and additional fire alarm work. Architects STA's original analysis of the existing electrical system led them to design a new system that assumed the reuse of some components of the current infrastructure. Once walls and ceilings were opened up, it became clear that it was not safe to reuse any of the current infrastructure. The CRA's Owner's Project Manager, STV, negotiated on the CRA's behalf with our general contractor, GVW, regarding the cost of the additional required scope, which is now set at \$57,000 and makes up the bulk of Change Order 5. Additionally, there was ongoing review of the fire alarm costs underway when we present Change Order 4 for the Board vote at its June meeting. Thus to resolve this, CRA staff propose adding \$9,000 to Change Order 5, which would bring its total to \$66,000 for the electrical sub-contractor.

Several other items will make up a future Change Order 6, which will be under the \$25,000 threshold requiring a board vote. Change Order 6 is anticipated to include the following additions related to the elevator replacement:

- A second elevator crane pick to expedite elevator installation
- Abatement of asbestos related to the elevator penthouse, which is being removed

Change Order 6 will also include a credit:

- For scope change along Essex Street to remove a low retaining wall and planting area in order to maintain the existing condition and extend the sidewalk paving up to the building. This saves construction cost, maintenance costs, and protects the stone foundation from potential water seepage.

Staff anticipate other items for future change orders, for which scope and/or cost are being analyzed:

- Concrete form wall in rear courtyard where the new egress ramp causes the stone foundation to be exposed. The concrete form will protect this area from water seepage.
- Installation of helical and/or other ties to secure the building's brick façade to the next layer of masonry that makes up the building's structure. The center area of masonry facing Bishop Allen Drive has been found to be leaning away from the building, with a gap of two inches in some areas. The existing metal stars on the façade are a tie installed in the past to address this issue. However, project engineers have found those ties to be insufficient.

- Change in roofing scope. The new roof must be sloped in order to drain properly. The tapered insulation intended to create the slope is not available. The recommended alternative is to use pressure treated lumber to create the slope, and use non-tapered insulation. There is a small additional cost for a carpenter; a shift in cost due to the change in material is as yet unknown.
- Supplemental work required by GVW to accommodate the elevator installation.

Taking into account Change Orders 1 – 5, and the value of known estimates to date for anticipated future change orders, the project retains a \$438,671 contingency, covering construction, design and engineering, and other soft costs. A chart attached to this memo provides more detail. It is anticipated that the project will conclude within its Board approved budget.

OIL TANK UPDATE AND FURTHER PROPOSED ACTION

The oil tank removal was completed on June 22nd by Green Site services, with Haley and Aldrich providing monitoring, testing, and reporting as required under state law. The tank was much larger than anticipated, and heavier, as it had partially been filled with concrete.

Testing conducted in the field at the time of removal showed soil contamination levels below the threshold required for reporting. However, a certified test conducted after the fact showed reportable levels of both volatile petroleum hydrocarbons, a carbon range C9-C10 aromatic hydrocarbon, and of polycyclic aromatic hydrocarbon compound 2-methylnaphthalene, the latter of which is a common fuel oil constituent.

Given these contamination levels, Haley and Aldrich will conduct the required reporting to the Commonwealth of Massachusetts. Haley and Aldrich has also provided a proposal for installing a groundwater sampling well to test the impact of the contamination on groundwater, which also must be reported if it exceeds certain thresholds. CRA staff are now working with STV and Haley and Aldrich to identify the full scope required to resolve the contamination. In the meanwhile, the CRA staff seek to amend the current testing and monitoring contract with Haley and Aldrich to accommodate their recent \$5,500 proposal for installation of a well.

LEASING

CRA staff have worked closely with TSNE MissionWorks, our property manager for this building, to finalize lease language and to finalize language for building policies. The lease language was vetted by our attorneys and both documents are now before our tenants.

The lease template with building policies is attached to this memo. On behalf of the CRA, TSNE negotiated rents and other terms with our tenants earlier in 2021, when tenants signed term sheets that were intended to translate into final leases. Based on those negotiations, the total income expected during the initial year of operations after construction is approximately \$640,000. Total annual expenses are expected to total approximately \$530,000 including mortgage payments to

MassDevelopment. Rents and tenants' share of operating expenses are scheduled to increase marginally each year to ensure coverage of costs. Net income will be allocated for capital and operating reserves. This building has not had a capital reserve, resulting in serious degradation over time that is being corrected by current renovations. Developing a capital reserve is essential for maintaining and repairing the building appropriately over future decades.

MOTIONS

Motion: Authorizing the Executive Director and Chair to amend the contract with Haley & Aldrich for a not to exceed total amount of eleven thousand and two hundred dollars (\$11,200), including the current fee proposal of five thousand and five hundred dollars (\$5,500), for the installation and testing of a groundwater monitoring well.

Motion: Authorizing the Executive Director and Chair to approve Change Order Number Five for the Bishop Allen Renovation Project for an additional sixty-six thousand dollars (\$66,000) to perform additional electrical systems upgrades.

Motion: Authorizing the Chair to enter into new office lease agreements with the current tenants of 99 Bishop Allen Drive in the format substantially presented to the Board for terms ranging from three to five years and variable rent rates depending on floor.

EXHIBITS

Exhibit A: Letter from STV regarding value of fire alarm change order

Exhibit B: Project Budget, Change Order, and Contingency Summary

Exhibit C: Haley and Aldrich Memo Regarding Further Testing around Removed Oil Tank

Exhibit D: Tenant Lease Template

July 1, 2021

Kathleen L. Born, Chair
Cambridge Redevelopment Authority
255 Main Street, 8th Floor
Cambridge, MA 02142

Re: 99 Bishop Allen Dr Renovation Project – June Change Order Revision

Ms. Born,

At the June 16th, 2021 CRA Board meeting, the board approved a motion to authorize a change order for the above referenced project regarding a change to the fire alarm scope. As described in the board memo at the time, this change was driven by deficiencies found during demolition of walls and ceilings include cables not properly secured above ceilings, tangled cables, and splices not properly enclosed in junction boxes. The initial change request from the contractor came in at \$97,426.77. Through subsequent negotiations, the final change order total is \$76,480.91. Due to the nature of the work and the need to expedite an approval, the Board was presented the best information at the time, however the final change order represents an additional \$9,000 over what was approved by the board at the June meeting.

I would be happy to review the process of the negotiations and the various revisions resulting in the current change order total.

Please advise with any questions or concerns.

Respectfully,

Tim MacKay, AIA
Senior Project Manager
STV-DPM
timothy.mackay@stvinc.com
508-439-9020

EXHIBIT B

99 BISHOP ALLEN PROJECT BUDGET

7-14-21 Update

| | JANUARY 2021 (Board Approved) | JULY 2021* |
|---|--|---------------------|
| Construction | \$8,724,576 | \$9,076,658 |
| Soft Costs | \$1,516,349 | \$1,543,866 |
| Contingencies (construction and owner/soft costs) | \$974,075 | \$594,476 |
| Solar Installation | \$85,000 | \$85,000 |
| Total Project Budget | \$11,300,000 | \$11,300,000 |
| Cambridge CPA grant | -\$330,000 | -\$330,000 |
| Eversource Rebates | | -\$16,519 |
| CRA Expenditure | \$10,970,000 | \$10,953,481 |

* July's construction figure includes the values of Change Orders 1 - 5

| Change Orders To Date | | |
|------------------------------|--|------------------|
| Change Order # | Items Covered | Cost |
| 1 | Elevator | \$120,356 |
| 2 | Historic Windows, Plywood Subfloor, Flood Barrier Credit | \$81,131 |
| 3 | Caulking Abatement, Electrical Study, Sewer Pipe credit, Doors | \$17,114 |
| 4 | Fire Alarm | \$67,481 |
| 5 | Electrical, Fire Alarm Additional Value | \$66,000 |
| Total to Date: | | \$352,082 |

| Additional Expected Draws on Contingencies: | |
|--|------------------|
| Estimate of Known Future Change Orders | \$155,805 |
| Oil Tank Remediation (not to exceed value) | \$11,200 |
| Swing Space & Storage Costs For Later End Date | \$5,199 |
| Contingencies Remaining: | \$422,272 |

| Expected Change Orders/Contingency Draws Without Cost Estimates To Date: |
|---|
| Internal Foundation Waterproofing |
| Bishop Allen Brick Façade Tie In |
| Other smaller credits and additions being defined/negotiated |

EXHIBIT C

Haley and Aldrich Memo Regarding Further Testing around Removed Oil Tank

(provided under separate cover)

EXHIBIT D

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) as of _____, 2021 by and between The Cambridge Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of the Commonwealth of Massachusetts (“**Landlord**”) and _____ (“**Tenant**”).

BASIC LEASE TERMS

Reference in the Lease to any of the terms listed below shall be deemed to incorporate and be a reference to the data set forth below.

| | |
|-------------------------|--|
| a. Address of Premises: | 99 Bishop Allen Drive Cambridge, Massachusetts 02139 |
| b. Landlord: | The Cambridge Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of the Commonwealth of Massachusetts |
| c. Landlord’s Address: | 255 Main Street, 8th Floor Cambridge, MA 02142 |
| d. Tenant: | |
| e. Tenant’s Address: | 99 Bishop Allen Drive Cambridge, Massachusetts 02139 |
| f. Building: | The building (the “ Building ”) located at 99 Bishop Allen Drive, Cambridge, Massachusetts 02139 (the “ Lot ”) as more particularly described on Exhibit A attached hereto and made a part hereof. |
| g. Premises: | Agreed to be ____ gross square feet of rentable floor area located on the ____ floor of the Building and shown on Exhibit B attached hereto and made a part hereof. |
| h. Proportionate Share: | Tenant’s share of total building square footage is determined to be XX%. |
| i. Term: | The period commencing upon substantial completion of the Building renovations, estimated to be ____ (the “ Commencement Date ”) and expiring ____ (the “ Expiration Date ”) subject to adjustment as further set forth herein. |
| j. Rent Commencement | Commencement Date, as evidenced by a certificate of |

| Date: | occupancy for the Premises. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|--|-------------|---|--|--------|------------------------|-------------|---|--------------|--|--|--|--------------|--|--|--|--------------|--|--|--|--------------|--|--|--|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| k. Base Rent: | <table border="1"> <thead> <tr> <th>Period</th> <th>Monthly Installment</th> <th>Annual Rent</th> <th>per square foot of Rentable Floor Area</th> </tr> </thead> <tbody> <tr> <td>Lease Year 1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 5</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | | Period | Monthly Installment | Annual Rent | per square foot of Rentable Floor Area | Lease Year 1 | | | | Lease Year 2 | | | | Lease Year 3 | | | | Lease Year 4 | | | | Lease Year 5 | | | | | | | | | | | | | | | |
| Period | Monthly Installment | Annual Rent | per square foot of Rentable Floor Area | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lease Year 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lease Year 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lease Year 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lease Year 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lease Year 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| l. Base Year | The Base Year is calendar year 2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| m. Lease Year: | Any twelve (12) month period during the Term of the Lease commencing as of the Rent Commencement Date, or as of any anniversary of the Rent Commencement Date. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| n. Security Deposit: | Equal to base rent monthly installment for Year 1 as defined in section k, in the form of cash: . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| o. Additional Charges: | As defined in Section 6, and to include: Proportional share of Increases in Operating and Maintenance Expenses after the Base Year, Proportionate share of Taxes, to the extent they are levied against Landlord, and Electrical Charge; and any other charges or amounts payable by Tenant under this Lease or its exhibits. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

1. PREMISES

Landlord hereby leases to Tenant, and Tenant leases from Landlord the Premises, for the Term, the Rent, and subject to the conditions and covenants hereinafter provided. The Premises are leased together with and subject to the right to use in common with others, the walkways adjacent to the Building, the entranceways and corridors necessary for access to the Premises, common lavatories on all floors of the Building, common kitchenettes and lounges on all floors of the Building, and the other common areas in the office portion of the Building; provided, however, the common areas of the Building expressly exclude portions of the Building exclusively leased to other tenants. Tenant shall not have the right to use the parking area on the Lot, unless specified in a separate parking agreement. Subject to Landlord’s then current policies regarding reservations and fees, Tenant shall have reasonable use of Landlord’s conference room facilities.

2. **TERM**

The term of this Lease shall commence on the Commencement Date and shall expire at 5:00 P.M. on the Expiration Date unless sooner terminated as provided herein. The Commencement Date shall occur on the date that Landlord causes substantial completion of the Building Renovations (as defined below) to be achieved, including renovations to and build out of the Premises, which shall be evidenced by the issuance of a certificate of occupancy by the City of Cambridge building department. The Building renovations are estimated to be completed by November 15, 2021 (the “**Estimated Commencement Date**”). If the renovations to the Premises have not been completed by the Estimated Commencement Date, Landlord shall have no liability to Tenant, but the Commencement Date shall be deferred (and all other dates set forth herein shall be adjusted) until the renovations have been completed and a certificate of occupancy issued for Premises. Tenant has the option to extend this lease as per Exhibit D.

3. **USE**

Tenant may use the Premises only for general and administrative offices and uses customarily incidental thereto in accordance with its charitable non-profit purposes pursuant to Section 501(c)3 of the Federal Tax Code. Tenant shall be required to maintain its tax-exempt status throughout the Term of the Lease, and Tenant shall be obligated to deliver a copy of its annual filing with the Commonwealth of Massachusetts Attorney General’s Office evidencing such status during each Lease year. Tenant shall deliver a copy of its IRS determination letter to Landlord upon execution of this Lease.

4. **CONDITION OF PREMISES; BUILDING RENOVATIONS; TEMPORARY SPACE**

Tenant acknowledges that Landlord is currently undertaking a full renovation and rehabilitation of the Building, including the Premises (the “**Building Renovations**”). Landlord shall complete the Building Renovations and deliver the premises to Tenant fully demised as set forth on Exhibit B attached hereto. Notwithstanding anything to the contrary herein contained, Tenant shall otherwise take the Premises “as-is”, with all mechanical, electrical and HVAC in good working order upon the Lease Commencement Date and without any warranty or representation by Landlord as to the condition of the Premises or the Building. Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Premises or the Building, and/or the suitability of the Premises or the Building for the conduct of Tenant’s business, and Tenant waives any implied warranty that the Premises or the Building are suitable for Tenant’s uses. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein. Landlord in executing this Lease does so in reliance upon Tenant’s representations, warranties, acknowledgments and agreements contained herein.

5. **BASE RENT**

(a) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord Base Rent for the Premises at the rates set forth in Basic Lease Terms in advance on the first day of every calendar month of the Term. Base Rent will be prorated for portions of a calendar month at the beginning or end of said Term.

6. **ADDITIONAL CHARGES**

(a) All charges other than Base Rent are hereinafter collectively referred to as “**Additional Charges**”.

(b) Tenant shall be responsible for its Proportionate Share of Landlord’s costs to operate, manage, insure, clean and maintain the Building and Premises and its appurtenances (“**Operating and Maintenance Expenses**”). Tenant’s proportionate share shall be determined by dividing the square footage of the Premises by the square footage of the Building (“**Proportionate Share**”), and Tenant shall be responsible for its proportionate share of increases in the total Operating and Maintenance Expenses incurred after the Base Year (calendar year 2022). Landlord shall be entitled to prepare an estimate of the annual Operating and Maintenance Expenses for the Building and Premises and bill Tenant one-twelfth of such amount on a monthly basis along with Base Rent. Landlord shall prepare an annual reconciliation of such estimated amounts within ninety (90) days after each calendar year and shall credit or collect any overage or uncollected amounts from Tenant. Tenant shall also be responsible for any direct additional services requested by Tenant (e.g. additional cleaning and janitorial services, light bulb replacement).

(c) Tenant shall be responsible for its Proportionate Share of total electrical usage in the Building. Throughout the Term, Tenant shall pay to Landlord within thirty (30) days after receipt by Tenant from Landlord documentation of Tenant’s Proportionate Share of the cost of the electricity used in the Premises or Building as applicable determined according to the rates charged Landlord by the public utility (the “**Electricity Charge**”) and the same shall be deemed an Additional Charge that makes up part of the Total Rent. Landlord shall, upon written request of Tenant, from time to time, provide Tenant with copies of the invoices from the public utility. If the Premises shall at any time be separately metered, Tenant shall pay all charges for electricity to the Premises directly to the utility company on or prior to their due date, and Tenant shall cease to pay Electricity Rent to Landlord.

(d) Because of Landlord’s ownership of the Building and uses conducted by non-profit tenants within the Building, the Building may be exempt from Taxes (as hereinafter defined). In the event that the City of Cambridge shall assess Taxes as a result of Tenant’s occupancy, Tenant shall pay all Taxes assessed solely as a result of Tenant’s use of the Premises. So long as Tenant’s occupancy does not trigger any real estate taxes, Tenant shall have no obligation to pay real estate taxes during the Lease Term. If the Building is assessed as a whole, Tenant shall be responsible for its proportionate Share of Taxes. For purposes of this Lease, “**Taxes**” shall include, but not

be limited to all taxes assessed and levied against the Lot and the Building, including all real estate taxes, betterments assessments (special or general, ordinary or extraordinary), water and sewer taxes, and any other charges made by a public authority which upon assessment or upon failure of payment becomes a lien upon the Building or the personal liability of Landlord. In the event Landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, or any tax of like nature specifically measured as a percentage of, or fraction of, or other factors based upon the rent payable under this Lease (whether in lieu of, or in addition to, real estate taxes) then such amounts shall be treated as real estate taxes hereunder.

7. **TOTAL RENT**

(a) The annual Base Rent and Additional Charges as set forth in this Lease are collectively herein called the “**Total Rent**”. Total Rent shall be equitably prorated with respect to any partial month at the beginning or end of the Term.

(b) Landlord will provide Tenant with a monthly invoice reflecting Total Rent Due. Total Rent shall be paid in legal tender to Landlord via check or ACH electronic transfer, without demand, the same being hereby waived, and shall be paid without any set-off or deduction whatsoever. In the event that any payment of Total Rent is not received within ten (10) days after its due date, such payment shall be subject to a late fee equal to two percent (2%) of the amount due for each month or portion thereof during which the arrearage continues.

6. **SECURITY DEPOSIT**

Upon the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, in the form of ACH electronic transfer or check (subject to collection), provided to the Landlord’s Address, to be held by Landlord as security for the full and faithful performance and observance by Tenant of all covenants and conditions on Tenant’s part to be performed and observed in accordance with this Lease and all extensions and renewals thereof. Landlord shall not have any obligation to segregate the Security Deposit. Tenant shall not mortgage, pledge, grant a security interest in, or otherwise encumber the Security Deposit. If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to payment of Rent, Landlord may, but shall not be required to, use, apply or retain the whole or any part of the Security Deposit for the payment of any Rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant’s default, including any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Landlord. Whenever and as often as the amount of the Security Deposit held by Landlord shall be diminished by Landlord’s application thereof, Tenant shall, upon demand of Landlord, deposit additional money with Landlord sufficient to restore the Security Deposit to its original amount. The application of the Security Deposit shall not

be a limitation on Landlord's damages in the event of Tenant's default, or liquidated damages, or Rent for the last month of the Term of this Lease. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant after the time fixed as the expiration of the original term hereof, or such term as extended or renewed, within sixty (60) days after the surrender of possession of the Premises to Landlord. Tenant shall not be entitled to any interest on the aforesaid Security Deposit.

7. SERVICES

(a) Subject to the Tenant paying the Rent, the Landlord shall provide the following services which shall be included in Operating and Maintenance Expenses, except as otherwise set forth herein:

(i) heat, ventilation and air conditioning ("**HVAC Service**") during HVAC Hours and within temperature ranges as normal seasonal changes may require. "**HVAC Hours**" shall be defined as Mondays-Fridays (other than Legal Holidays) during the hours between 8:00 a.m.- 6:00 p.m., and upon request made at least one business day in advance during Legal Holidays, weekends, and on weekdays in the early morning or evening. For the purposes hereof, "**Legal Holidays**" shall be defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

(ii) electricity for common area lighting and electricity to the Premises (including lighting, outlets and operation of the HVAC heat pumps servicing the Premises). Electricity usage is not included in the Operating and Maintenance Expense and will be charged as outlined in item 6 above.

(iii) access to water for ordinary drinking, cleaning, and use of lavatory and toilet facilities.

(iv) maintenance, repair and replacement of the roof, roofing system, exterior walls, structure, stairways and other interior common areas, heating, air conditioning and plumbing systems serving the Premises, provided, however, that any such maintenance or repairs made necessary by the fault, neglect, negligence or willful misconduct of the Tenant or the employees of the Tenant and visitors of the Tenant while inside the Premises shall be at the expense of the Tenant and Tenant shall pay all costs thereof to the extent not covered by insurance maintained by Landlord.

(v) snow removal from walkways around the Building entrance, courtyards, bike storage area, and the rear parking area.

(vi) office cleaning for the Premises and interior common areas of the Building. Common areas will be cleaned twice weekly. The Premises will have trash and recycling removed, and carpets vacuumed on a weekly basis, and the Tenant's dedicated kitchens cleaned twice weekly. If Tenant shall require additional cleaning, Landlord

shall furnish the same and Tenant shall pay Landlord, as Additional Charge, the cost of such additional cleaning.

(vii) 24 hour building access for the Premises. Tenant remains responsible for adopting procedures for the Premises that Tenant considers adequate to provide for Tenant's security of the same, and to the extent enforceable under applicable law Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties.

(viii) Building standard signage on the lobby directory and at entrance doors to the Premises on the second and third floors; in the event that Tenant wishes to modify any such signage, such modifications shall be at Tenant's sole cost and subject to the review and approval of Landlord in Landlord's sole, but reasonable, discretion. Tenant shall have the right to install additional signage on the entry to the Premises at Tenant's sole cost and subject to the review and approval of Landlord in Landlord's sole, but reasonable, discretion.

(c) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, Tenant acknowledging that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord (collectively, "**Force Majeure**"). Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in any part or appurtenance of the Building's plumbing, electrical, or other systems serving, located in, or passing through the Premises.

8. **QUIET ENJOYMENT**

So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

9. **CERTAIN RIGHTS RESERVED TO THE LANDLORD**

The Landlord reserves the following rights:

(a) To retain and use, at reasonable times and upon at least 24 hours oral notice, except in emergencies, keys to all doors within and into the Premises and to change the locks to the Premises if Landlord deems it advisable. If Landlord does change locks to the Premises, other than upon request of Tenant, Landlord shall, at its own

expense, provide keys to Tenant. No lock shall be changed by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided that Landlord is given keys to the new lock(s).

(b) At reasonable times and upon reasonable prior notice to the Tenant, to exhibit the Premises to prospective tenants during the twelve (12) months prior to the Expiration Date, as same may be accelerated or extended, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term.

(c) At reasonable times and upon reasonable notice (except in an emergency when no such notice shall be required), to enter upon the Premises and exercise any and all of Landlord's rights, including any applicable maintenance and repair obligations, without being deemed guilty of any eviction or disturbance of Tenant's use or possession.

10. ESTOPPEL CERTIFICATE BY TENANT

Tenant shall at any time and from time to time upon not less than ten (10) business days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Base Rent and other charges have been paid in advance, if any, stating whether or not Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default and such other facts as Landlord may reasonably request. Such statement delivered pursuant hereto may be relied upon by any interest of Landlord therein, including any mortgagee or any prospective assignee of any mortgage thereof. Time is of the essence in respect of any such requested certificate. Tenant hereby acknowledges the importance of such certificates in mortgage financing arrangements and other Landlord arrangements.

11. TENANT COVENANTS

Subject to the Landlord's maintenance and repair obligations contained herein, Tenant shall be deemed to acknowledge by entry thereupon that the Premises are then in good and satisfactory order, repair and condition, and that any further improvements to the Premises desired by Tenant and consented to by Landlord shall be made by Tenant at its expense. Tenant further covenants during the Term of this Lease and further time as the Tenant holds any part of said Premises:

(a) To pay, when due, all Rent and other charges set forth herein; all charges for telephone and other communication systems used at, and supplied to, the Premises, and other services or utilities not provided by Landlord.

(b) To keep said Premises (including any heat, air conditioning, plumbing, electrical systems installed by Tenant and exclusively serving and accessible from within the Premises) neat, clean, and presentable, and in as good order, repair and condition as at the commencement of said term, or as thereafter improved, damage by fire or

unavoidable casualty and reasonable use and wear excepted. At the termination of this Lease, Tenant shall peaceably yield up said Premises and all additions, alterations and improvements (except trade fixtures) thereto in as good order, repair and condition as at the commencement of the term, or as thereafter improved, normal wear and tear and damage by fire and other casualty excepted. In addition, Tenant shall leave the Premises broom clean and neat. Tenant shall replace at its expense, or ask Landlord to replace at Tenant's expense, any and all plate glass damaged or broken as a result of the fault, neglect, negligence or willful misconduct of Tenant or the employees, contractors, or agents of Tenant. All alterations, improvements or additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall upon installation become Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable furniture, trade fixtures, and business equipment) provided, however, that Landlord shall have the right to require Tenant to remove such alterations, improvements or additions, at Tenant's cost, upon the termination of this Lease as long as Landlord notified Tenant of such intent in writing at the time of the request to improve Premises and to repair any damage to the Premises resulting therefrom.

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any nuisance, objectionable noise or odor; nor to permit the use of said 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.

(d) Not to obstruct in any manner any portion of the Building or Lot not hereby demised or the sidewalks or approaches to said Building or any inside or outside windows or doors.

(e) Not to make any alterations or additions of a structural nature, nor to permit the making of any holes in any part of said Building, nor to place signs on the Building or nearby land or in the Premises and visible from outside the Premises except in compliance with Article 12.

(f) That the Landlord may enter the Premises at reasonable times to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and serve other parts of said Building, provided that Tenant shall be given at least 24 hours advance oral notice of such entry, except in emergencies. Landlord shall use reasonable efforts to minimize interference with Tenant's business.

(g) To save Landlord, its agents and employees, harmless and exonerate, defend and indemnify Landlord, its agents and employees, from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority arising from the Tenant's breach of the Lease or:

(i) On account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (except to the extent the same is caused by Landlord, its agents, contractors or employees);

(ii) On account of or based upon any injury to person, or loss of or damage to property, sustained or occurring elsewhere (other than on the Premises) in or about the Building (and, in particular, without limiting the generality of the foregoing, on or about the elevators, stairways, public corridors, sidewalks, concourses, malls, galleries, approaches, areaways, roof, or other appurtenances and facilities used in connection with the Building or Premises) arising out of the use or occupancy of the Building or Premises by the Tenant, or by any person claiming by, through or under Tenant, or on account of or based upon the act, omission, fault, negligence or misconduct of Tenant, its agents, employees or contractors; and

(iii) On account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) on the Premises during the term of this Lease and during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises.

Tenant's obligations under this clause (g) shall be insured under the Commercial General Liability Insurance required under clause (h) below; current certificates of insurance in respect thereof shall be provided by Tenant to Landlord upon Commencement Date.

(h) To keep in full force and effect at Tenant's sole cost the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and from time to time thereafter (but in no event more than once per year) such higher amounts, if procurable, as may be reasonably required by Landlord and are customarily carried by responsible tenants of comparable premises in the Greater Cambridge area; (b) Property Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including earthquake, sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises and any improvements or alterations in the Premises performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by applicable law; and (d) Employer's Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees), its members, beneficiaries, partners, officers, directors, employees, and agents. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least ten (10) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide

Landlord with a certificate of insurance evidencing Tenant's Insurance prior to entry in the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

(i) To hold all property of Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about said Premises by Tenant.

(j) To permit Landlord or its agents, upon at least 24 hours advance oral notice to Tenant, to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense to remove any structural alterations or additions not consented to in writing.

(k) To permit Landlord at reasonable times and upon reasonable notice, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Landlord agreeing, however, that it will carry out such work in a manner which will cause Tenant minimum inconvenience.

(l) To pay to Landlord on demand any amount by which the premiums on any insurance carried by Landlord on the Building are higher because of the use made by Tenant of the Premises.

(m) To pay Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing Tenant's obligations of this Lease which has not been complied with within the applicable cure periods provided herein.

(n) Not to permit any employee or subtenant of Tenant to violate any covenant or obligation of Tenant hereunder.

(o) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to pay and remove the same within ten (10) days of receipt of notice of the filing thereof; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the Building, the Premises, or any portion thereof.

(p) To keep the Premises equipped with all safety appliances required by law or any public authority because of the use made by the Tenant of the Premises.

(q) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other

rights or remedies to which the Landlord may be properly entitled in case of any breach by Tenant of any portion of this Lease.

(r) In case Landlord shall, without any default or negligence on its part, be made a party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, to pay, as Additional Rent, all costs including, without implied limitation, reasonable counsel fees incurred by or imposed upon Landlord in connection with such litigation.

(s) All property damage insurance policies carried by either party covering the Premises or its contents shall expressly waive any right of recovery, claim or cause of action on the part of the insurer against the other party for loss or damage to Landlord or Tenant, as the case may be, which loss or damage is covered by such insurance. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost; or if extra cost shall be charged therefore, so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that the recovery for such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage.

(t) Not to bring or permit to be brought or kept in or on the Premises or elsewhere in the Building (i) any inflammable, combustible or explosive fluid, material, chemical or substance including, without limitation, any hazardous substances (collectively, "Hazardous Materials") as defined under Massachusetts General Laws chapter 21E, the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601 et seq., as amended, under Section 3001 of the Federal Resource Conservation and Recovery Act of 1976, as amended, or under any regulation of any governmental authority regulating environmental or health matters (collectively, "Environmental Laws") (except for standard office supplies stored in proper containers), (ii) any materials, appliances or equipment (including, without limitation, materials, appliances and equipment selected by Tenant for the construction or other preparation of the Premises and furniture and carpeting) which pose any danger to life, safety or health or may cause damage, injury or death; (iii) any unique, unusually valuable, rare or exotic property, work of art or the like unless the same is fully insured under all-risk coverage, or (iv) any equipment or property of a delicate, fragile or vulnerable nature unless the same are housed, shielded and protected against harm and damage, whether by cleaning or maintenance personnel, radiations or emanations from other equipment now or hereafter installed in the Building, or otherwise. Nor shall Tenant cause or permit any potentially harmful air emissions, odors of cooking or other processes, or any unusual or other objectionable odors or emissions to emanate from or permeate the Premises.

(u) To abide by Landlord's rules and regulations [attached hereto as Exhibit C] and such other reasonable rules and regulations from time to time established by Landlord for the care and use of said Premises, the Lot, the Building, its facilities and approaches. Landlord shall not discriminate against Tenant in enforcement of such rules and regulations. Landlord shall not be liable to Tenant for violation of the same by any other tenant or occupant of the Building, or persons having business with them. In the event that there shall be any conflict between such rules and regulations and the provisions of this Lease, the provisions of this Lease shall control.

12. ALTERATIONS AND IMPROVEMENTS BY TENANT

(a) Tenant shall make no alterations, decorations, installations, removals, additions or improvements in, to or about the Premises without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall only make those alterations, decorations, installations, removals, additions or improvements which are (i) made in a good and workmanlike manner, in accordance with all applicable building and construction codes and which equal or exceed the specifications and quantities commonly used in other comparable office buildings in Cambridge, and (ii) made by contractors, subcontractors or mechanics reasonably approved by Landlord as being suitable and capable of completing the work. No installations or work shall be undertaken or begun by Tenant until: (x) Landlord has approved written plans and specifications and a time schedule for such work; (y) Tenant has made provision for either written waivers of liens from all contractors, laborers and suppliers of materials for such installations or work, the filing of lien bonds on behalf of such contractors, laborers and suppliers, or other appropriate protective measures approved by Landlord; and (z) if reasonably required by Landlord, Tenant has procured appropriate surety payment and performance bonds. During the course of construction of any improvements or work, Landlord may enter upon the Premises for purposes of inspecting the same. No amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord. Landlord's consent and approval required under this Article shall not be unreasonably withheld. Landlord's approval is solely given for the benefit of Landlord and neither Tenant nor any third party shall have the right to rely upon Landlord's approval of Tenant's plans for any purpose whatsoever. Without limiting the foregoing, Tenant shall be responsible for all elements of the design of Tenant's plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design. Landlord shall have no liability or responsibility for any claim, injury or damage alleged to have been caused by the particular materials, whether building standard or non-building standard, appliances or equipment selected by Tenant in connection with any work performed by or on behalf of Tenant in the Premises including, without limitation, furniture, carpeting, copiers, laser printers, computers and refrigerators. Any such work, alterations, decorations, installations, removals, additions and improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may

from time to time designate. If Tenant shall make any alterations, decorations, installations, removals, additions or improvements then Landlord may elect to require the Tenant at the expiration or sooner termination of the term of this Lease to restore the Premises to substantially the same condition as existed at the Commencement Date. Landlord agrees to make such election at the time that Landlord approves Tenant's plans for any such alterations, etc. Tenant shall pay, as an additional charge, the entire increase in real estate taxes on the Building which shall, at any time prior to or after the Commencement Date, result from or be attributable to any alteration, addition or improvement to the Premises made by or for the account of Tenant in excess of the in excess of the Building standard level of specifications. At the time of request to Landlord to make any changes, Landlord shall notify Tenant in writing if such changes will need to be restored at the end of the Lease Term.

(b) Whenever Tenant shall make any alterations, decorations, installations, removals, additions or improvements in or to the Premises, whether such work be done prior to or after the Commencement Date, Tenant will strictly observe the following covenants and agreements:

(i) Tenant will use best efforts either directly or indirectly, to not use any contractors and/or materials if their use will create any difficulty, whether in the nature of a labor dispute or otherwise, with other contractors and/or labor engaged by Tenant or Landlord or others in the construction, maintenance and/or operation of the Building or any part thereof, and if such contractors shall create any such difficulty, at Landlord's request, Tenant shall bar such contractors from the Building. Tenant is encouraged by Landlord to support women owned and/or Black Indigenous People of Color (BIPOC) owned businesses through its selection of contractors and purchase of materials.

(ii) In no event shall any material or equipment be incorporated in or added to the Premises, so as to become a fixture or otherwise a part of the Building, in connection with any such alteration, decoration, installation, addition or improvement which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanic's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense by filing the bond required by law or otherwise. If Tenant fails so to discharge any lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in so doing within fifteen (15) days after rendition of a bill therefor.

(iii) All installations or work done by Tenant shall be at its own expense and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications prepared by and at the expense of Tenant theretofore submitted to and approved by Landlord.

(iv) Tenant shall procure all necessary permits before undertaking any work in the Premises; do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and defend, save harmless, exonerate and indemnify Landlord and Landlord's managing agent from all injury, loss or damage to any person or property occasioned by or growing out of such work. Tenant shall cause contractors employed by Tenant to carry Worker's Compensation Insurance in accordance with statutory requirements, Automobile Liability Insurance and, naming Landlord and Landlord's managing agent as additional insureds, Commercial General Liability Insurance covering such contractors on or about the Premises in such reasonable amounts as Landlord shall require and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work.

(v) Upon completion of all such work, Tenant shall furnish Landlord with: (1) full and final waivers of lien from Tenant's general contractor, subcontractors and material suppliers, (2) one set of "as-built" plans of such work, (3) a copy of Tenant's certificate of occupancy for the Premises, and (4) a certification of Tenant's architect that the work have been installed in a good and workmanlike manner in accordance with the

approved plans, and in accordance with applicable laws, codes and ordinances. In no event will Tenant be required to pay Landlord any oversight fees related to work completed within their Premises; provided, however, if any work shall be completed outside normal Building hours, Tenant shall pay the cost (at current rates) for Landlord's facilities representative as set forth in the Tenant Construction Rules and Regulations.

13. HOLDING OVER

If Tenant retains possession of the Premises or any part thereof after the termination of the term, the Tenant shall pay Landlord Rent at the greater of (i) one hundred and fifty percent (150%) of the monthly rate specified in the Basic Lease Terms during the first thirty (30) days of holdover, and two hundred percent (200%) of the monthly rate specified in the Basic Lease Terms thereafter, or (ii) the then fair market rental value of the Premises, plus in each case Additional Rent for the time Tenant thus remains in possession and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Article do not exclude the Landlord's rights of re-entry or any other right hereunder.

14. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (1) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (2) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (3) sublet the Premises or any part thereof to any entity, or (4) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. It shall not be unreasonable for Landlord to withhold such consent if Landlord determines that the mission or purpose of the proposed subtenant, assignee or occupant is in conflict with that of Landlord as determined by Landlord in its sole discretion. In the event that Landlord consents to a sublease or assignment to a person or entity that causes the Premises to be subject to the payment of Taxes, Tenant shall be responsible for the timely payment of all such Taxes. Tenant will be required to provide a copy of any current sublease permitted under this Article to Landlord.

(b) Any sale or transfer after the date hereof, whether to one or more persons or entities and whether at one or more different times, of a total of more than fifty (50%) percent of the equity of any corporation or other entity which is then the legal tenant under this Lease shall be deemed an assignment of this Lease within the meaning of this Section.

(c) It is further agreed that the Tenant shall not charge a per square foot rent under any sublease permitted under this Article that is greater than the per square foot rent the Tenant is charged for its Premises under this lease, and that any total fees payable to the Tenant under any sublease permitted under this Article shall not be higher than the Total Rent being paid by Tenant to Landlord.

15. SUBORDINATION

Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed in the future upon the Building by Landlord and, if required by the mortgagee, to agree not to prepay Rent more than thirty (30) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, not to amend, modify or cancel this Lease without mortgagee's written consent and that any attempted cancellation, surrender or amendment of this Lease shall be voidable by the mortgagee at mortgagee's sole option and to attorn to mortgagee following an event of default by Landlord, provided that the mortgagee enters into an agreement with Tenant by the terms of which such mortgagee agrees not to disturb the Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said mortgagee through foreclosure proceedings or otherwise, to accept Tenant as tenant of the Premises under the terms and conditions of this Lease. Tenant further agrees to recognize such mortgagee or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said mortgagee or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions. Tenant agrees to recognize any entity designated in writing by mortgagee as its Administrative Agent with all powers and for all purposes which mortgagee has as set forth herein.

16. CASUALTY DAMAGE AND EMINENT DOMAIN

If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Landlord which election may be made whether or not Landlord's entire interest has been divested; and if Landlord shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, Landlord shall, within a reasonable time commensurate with the nature and extent of the injury, cause the Premises to be put in proper condition for use and occupation, and a just proportion of said Rent according to the nature and extent of the injury shall be abated 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, provided that if the damage was caused by Tenant, there shall be no abatement of Rent unless Landlord shall have received insurance proceeds to cover such Rent abatement. Landlord reserves and excepts all rights to damages to said Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages (except for damages with respect to Tenant's relocation expenses, loss of business or loss of its personal property) and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time reasonably request. Landlord shall give Tenant notice of its decision to terminate this

Lease or restore said Premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. If Landlord elects to restore the Premises, Landlord shall provide an estimate of the time required to complete the restoration. Notwithstanding anything to the contrary, Landlord's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use. Notwithstanding anything herein to the contrary, if (a) the Premises are not expected to be restored within three hundred sixty-five (365) days after the date of damage or taking (as reasonably determined by the Landlord) or for whatever reason are not restored within three hundred sixty-five (365) days of the date of the damage or taking; (b) the damage occurs within the last twelve (12) months of the Term hereof; or (c) with respect to any taking, if such a portion of the Premises is taken as would materially affect Tenant's use of the Premises, then Tenant may terminate this Lease, provided, however, Tenant shall have no right to terminate this Lease if the fire or other casualty is caused by Tenant or its agents, employees or contractors.

17. COMPLIANCE WITH LAW

(a) Tenant shall comply, at Tenant's sole expense, with all laws if such compliance is necessitated by reason of (i) Tenant's use of the Premises, or (ii) improvements or other work done by or on behalf of Tenant in or about the Premises. If Tenant fails to comply with such laws within a reasonable period of time after receiving written notice thereof from Landlord, Landlord may elect (but shall have no obligation) to perform such compliance work and Tenant shall pay as Additional Rent the reasonable cost thereof within twenty (20) days of receipt of a bill therefor.

(b) Notwithstanding any other provision of this Lease to the contrary, Tenant shall comply with The Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county, and local laws, regulations, and building codes (collectively, the "ADA") as the same shall apply to the Premises because of Tenant's particular manner of use of the Premises (beyond customary administrative office use) or because of improvements or other work done by or on behalf of Tenant in or about the Premises. Tenant shall make all alterations to the Premises and the Building required by the ADA because of Tenant's particular manner of use of the Premises (beyond customary administrative office use) or improvements or other work done by or on behalf of Tenant in or about the Premises, and shall use and occupy the Premises at all times in compliance therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses or causes of action arising out of Tenant's failure to comply with the ADA as required above. Any alterations made by Tenant during the term of this Lease shall be in compliance with the ADA and all other requirements of this Lease. At Landlord's sole option, Landlord may (but shall not be obligated to) make any alterations to the Premises deemed necessary by Landlord to comply with the ADA and, to the extent such compliance was the responsibility of Tenant hereunder, Tenant shall reimburse Landlord for such costs, upon demand, as Additional Rent. No approval by Landlord of alterations made by Tenant shall constitute a warranty by Landlord that such alterations comply with the ADA. In

addition, Landlord does not warrant that the Premises, the Building, or common areas are in compliance with the ADA, however, Landlord shall be responsible for compliance with applicable laws and regulations pertaining to access by handicapped persons, including, but not limited to, the ADA, with respect to the exterior of the Building and other common areas of the Building unless the same is required because of Tenant's particular manner of use of the Premises (beyond customary administrative office use) or because of improvements or other work done by or on behalf of Tenant in or about the Premises. Landlord shall be responsible for ADA compliance in connection with the Building renovations.

18. TENANT DEFAULT

(a) If Tenant shall neglect or fail to make any payment of Rent when due and such failure continues for five (5) business days after written notice by Landlord (provided, however, if Landlord has delivered two (2) such notices within the previous twelve months, and Tenant subsequently fails to make any such payment, Landlord shall have no obligation to deliver a written notice upon a subsequent failure), or if Tenant shall fail to cure a default in the performance of any of the other of the Tenant's covenants within thirty (30) days after receipt of notice of such default by Landlord (provided, however, if Landlord has delivered two (2) such notices within the previous twelve months, and Tenant subsequently fails to perform the same or substantially similar term, condition, covenant or agreement of this Lease, Landlord shall have no obligation to deliver a written notice upon a subsequent failure), or if the Tenant, having commenced to cure a default within the thirty (30) day period which could not reasonably have been cured within said thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if a Tenant commits any act of bankruptcy, (or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed), then, and in any of said cases, Landlord lawfully may immediately or at any time thereafter take one or more of the following actions: (i) subject to applicable law, enter upon the Premises and repossess the same and expel Tenant and those claiming through or under Tenant and remove their effects without being deemed guilty of any manner of trespass and without prejudice to any rights or remedies which might otherwise be used for arrears of Rent or previous breach of covenant, and/or (ii) give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice which shall be at least five (5) days after the giving of such notice, and upon such entry or upon the date specified in such notice, all rights of Tenant under this Lease shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount of the rent and other payments called for hereunder that exceeds the then-

fair market rental value of the Premises for the remainder of the original term and any exercised extension thereof.

Alternatively, Tenant, may during the remainder of the original Term and of any exercised extension thereof pay to Landlord on the last day of each calendar month the difference, if any, between the Rent which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach (1) the unamortized portion of any Rent abated hereunder, and (2) all costs of re-letting the Premises including real estate commission (applicable to the unexpired term hereof) and reasonable costs of renovating the Premises to suit the new tenant. In the event of any repossession of the Premises by Landlord prior to the end of the term hereunder, Landlord shall use commercially reasonable efforts to re-let the Premises in order to mitigate its damages; provided, however, Landlord shall not be obligated to relet the Premises (i) before it leases other available space in the Building, (ii) for a rental rate that is less than the then fair market rental rate for the Premises, (iii) to a prospective tenant who does not have the financial resources or experience to operate in the Premises; or (iv) for a use that is inconsistent with other uses in the Building.

(b) Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorney's fees incurred by Landlord in enforcing this Lease from and after Tenant's default.

(c) Any property of the Tenant not removed from the Premises by the Tenant after the end of the term or of the Tenant's right to possession of the Premises, however, terminated, shall be conclusively deemed to have been forever abandoned by the Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

(d) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

19. LANDLORD SELF-HELP

If Tenant shall at any time be in default in the performance of any of the obligations of Tenant under this Lease beyond applicable cure periods, the Landlord shall, at any time after ten (10) days' written notice to Tenant, have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation(s) of the Tenant, including the payment of money and the performance of any other act, except that no notice shall be required in situations which, in the Landlord's judgment, are emergencies

requiring immediate action. All sums so paid or liabilities so incurred by the Landlord, and all necessary incidental costs and reasonable expenses in connection therewith, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the options provided by this Section without waiving any claim for damages for breach of this Lease.

20. LIMITATION OF LIABILITY

Tenant agrees to look solely to Landlord's interest in the Building and to Landlord's liability insurance for recovery of any judgment from Landlord; it being agreed that neither Landlord nor any partner of Landlord shall be personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or any partner of Landlord. Landlord shall in no event ever be liable to Tenant for indirect or consequential damages. Except for damages pursuant to Section 13, Tenant shall in no event ever be liable to Landlord for indirect or consequential damages.

21. LANDLORD DEFAULT

The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation or within such additional time as is reasonably required to correct any such default provided, that, Landlord shall have commenced cure within such thirty-day period and shall diligently prosecute completion of the same. Further, if the holder of a mortgage on the Building of which the Premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert against such mortgagee any prior claim which Tenant may have against Landlord, but shall look solely to the Landlord for satisfaction of such prior claim.

22. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent, or waiver to or of any other breach of the same or other covenant, condition or duty.

23. NOTICES

Any notice, consent, request, bill, demand or statement relating to the terms in this lease document by either party to the other party shall be in writing and, if received at Landlord's or Tenant's address, shall be deemed to have been duly given when either delivered or served personally by certified mail, return receipt requested, deposited in the United States mail, or sent by reputable overnight delivery service, addressed to Landlord at its address as stated in the Basic Lease Terms and also shared via email to planning@CambridgeRedevelopment.org, and to Tenant at the Premises (or at Tenant's

address as stated in the Basic Lease Terms, if mailed prior to Tenant's occupancy of the Premises), with a copy to _____, or if any address for notices shall have been duly changed as hereinafter provided, if mailed as aforesaid to the party at such changed address. Either party may at any time change the address or specify an additional address for such notices, consents, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed or additional address, provided such changed or additional address is within the United States.

24. SUCCESSORS AND ASSIGNS

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a corporation, a trustee or trustees or by a partnership, the obligations of Landlord shall not be binding personally upon any officer, director or shareholder of the corporation or upon any trustee, beneficiary or shareholder of the trust or upon any partner of the partnership.

25. FINANCIAL STATEMENTS.

Tenant, within fifteen (15) days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to determine Tenant's ability to fulfill its obligations under this Lease. Tenant shall not be required to provide such financial statement more than one (1) time in any twelve (12) month period, unless Tenant is in default of its obligations under the Lease or if such request by Landlord is in connection with a sale or refinancing of the Building. Such financial statements shall be treated as confidential and may be disclosed only (i) as required by court order, (ii) to prospective purchasers and lenders and to financial advisors, investment bankers, lawyers and accountants (together with Landlord, hereinafter referred to as "**Interested Party**") on a "need to know" basis only, provided that Landlord advises any such Interested Party that such information delivered to such Interested Party is subject to the confidentiality provisions of this Article 26, (iii) as may be required by applicable law, or (iv) in connection with litigation between the parties. Any such status statement or financial statement delivered by Tenant pursuant to this Article 26 may be relied upon by any Interested Party.

26. MISCELLANEOUS

(a) Tenant hereby acknowledges and agrees that the obligations of Tenant hereunder shall be separate and independent covenant and agreements, that rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant hereunder represent fair, reasonable and accepted commercial practice with respect to the type of property subject to this Lease, and that this agreement is the product of free and

informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases in Massachusetts. Such acknowledgements, agreements and waivers by Tenant are a material inducement to Landlord entering into this Lease.

(b) Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists 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/tllsdn.pdf> or any replacement website or other replacement official publication of such list.

(c) 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 permitted assigns.

(d) Landlord and Tenant agree that this Lease shall not be recordable, though a Notice of Lease reasonably acceptable to both Landlord and Tenant may be recorded in the event that the Term exceeds seven years.

(e) If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

(g) No oral statement or prior written matter relating to this Lease shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

(h) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

(i) The Headings herein contained are for convenience only, and shall not be considered a part of this Lease.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD:

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____
Name: Kathleen L. Born
Title: Chair

By: _____
Name: Thomas Evans
Title: Executive Director

TENANT:

By: _____
Name:
Title:

Exhibit A

Site Plan

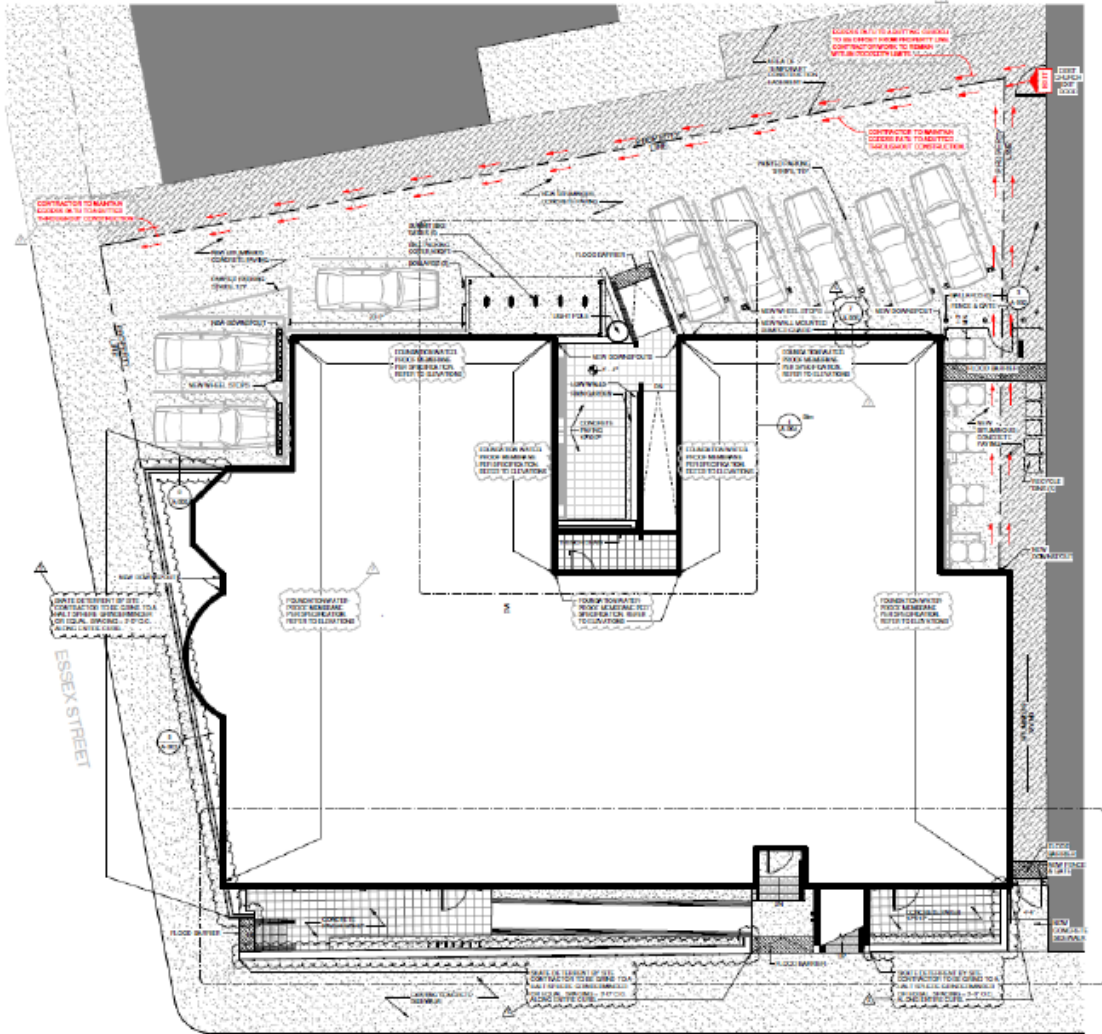


Exhibit B

Premises

UNIQUE ATTACHMENT TO BE ADDED FOR EACH TENANT

Exhibit C

RULES AND REGULATIONS

1. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.
2. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
4. Tenant shall not use pictures of the Building in advertising or publicity.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior or the Building.
6. Bicycles should be locked on the bicycle racks provided outside the Building. Tenant's employees shall be allowed to bring bicycles inside the Building only after receiving written approval from the Landlord. If Tenant or its employees bring bicycles into the Building, they shall be stored in the Premises and not be left in any corridor, stairwell or other common area of the Building. Tenant shall be responsible for all damage to the Building (including, without limitation, damage to the elevators) caused by such bicycles.
7. Seeing Eye Dogs and other service animals as defined under the Americans with Disabilities Act shall be allowed in the building at all times. Other animals shall be allowed in the Premises or in the Building only after Tenant completes the Pet Policy form and receives written approval from the Landlord. Animals that are approved to be in the Building are to be kept within the Tenant's Premises and may only to be in common areas when entering or exiting the building, while accompanied by the Tenant. Tenant shall be responsible for all damage to the Building caused by their service animals or their other animals.
8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to

other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.

9. Tenant shall not waste electricity or water, shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning systems, and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant will lower and close the blinds or drapes when necessary because of the sun's position, whenever the air conditioning system is in operation. Tenant shall keep all doors to the Premises closed. No space heaters of any kind shall be used within the premises.

10. Landlord shall furnish up to four (4) sets of keys for all doors to the Premises at the commencement of the Term. Tenant may request additional sets of keys from Landlord for a nominal charge. No additional locks, bolts or other closing or locking devices shall be placed upon any of the doors, windows, transoms or other openings by any Tenant without written permission from the Landlord. Tenant shall furnish Landlord with duplicate keys for any new or additional locks on doors installed by Tenant. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the premises.

11. Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.

12. Tenant may install window coverings (including drapes, blinds, curtains, curtain rods or any other window covering that affixes to the wall, window frame, window sill, or directly on the glass) only after receiving written approval from the Landlord. Tenants may be asked to provide photos or other information regarding their proposed window covering.

13. All guests wishing to enter the Building must be allowed in by a Tenant who has affirmed their entry by using the Landlord installed door security system to allow access. Landlord shall have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business. Entry/Exit doors to the building are not allowed to be propped open.

14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.

15. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles to an intrinsically dangerous nature.

16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and other large articles which are to be moved in or removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

17. No person or contractor, unless approved in advance by Landlord, shall be employed by the Tenant to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

18. Tenant shall not use the Premises for lodging, cooking (except for use of microwave or toaster oven for reheating, and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes.

19. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

20. Tenant shall not loiter, eat, drink, sit or lie in the entry ways or other public areas in the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.

22. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall tenant permit such items to be used other than for their intended purposes; and tenant shall be liable for all damage as a result of a violation of this rule.

23. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or in any other part of the Building, nor shall Tenant permit its employees, invitees or guests to loiter at the Building entrances for the purpose of smoking.

24. Tenant shall review and adhere to the Building Handbook to be provided by Landlord by the Commencement Date, which will provide more details about proper occupancy of the Building, including how to make maintenance requests and reserve common meeting rooms.

25. The Landlord reserves the right to make other and further reasonable rules and regulations, as may be necessary for the safety, care, preservation and cleanliness of the Building and its efficient, economical operation, provided such rules and regulations shall be uniform and common to the whole Building.

Exhibit D

OPTION TO EXTEND

This Exhibit is attached to and made a part of the Lease by and between The Cambridge Redevelopment Authority (“Landlord”), and the Cambridge Camping, Inc. (“Tenant”) for space in the Building located at 99 Bishop Allen Drive, Cambridge, Massachusetts 02139.

1. Tenant shall have the option to extend the Initial Term (the “Option to Extend”) for a period of five (5) years (the “Extension Period”) on the terms set forth herein. Tenant may exercise the Option to Extend only with respect to the entire Premises. Tenant shall exercise the Option to Extend by giving Landlord notice of its election to do so not later than three (3) full calendar months, and not more than twelve (12) full calendar months, prior to the expiration of the Initial Term. If Tenant fails to give timely notice to Landlord of Tenant's exercise of its option to Extend, Tenant shall be deemed to have waived its Option to Extend hereunder.
2. Notwithstanding any contrary provision of this Lease, the Option to Extend and any exercise by Tenant thereof shall be void and of no effect unless on the date Tenant notifies Landlord that it is exercising the Option to Extend and on the date of commencement of the Extension Period (a) this Lease is in full force and effect, (b) Tenant is not then in default beyond any applicable cure periods of any of its obligations under this Lease, (c) no part of the Premises has been sublet or assigned other than with Landlord’s prior consent as required hereunder.
3. All of the terms, provisions, covenants and conditions of this Lease shall continue to apply during the Extension Period, except that the Basic Rent during each Lease year of the Extension Period (the “Extension Rent”) shall be determined based on the fair market rent for the Premises determined as of the commencement of the Extension Period (and not as of the time that the determination is being made) in accordance with the procedure set forth in section 4 below (the “Fair Market Rent”). The Extension Rent shall be determined prior to the commencement of the Extension Period.
4. The Fair Market Rent for the Extension Period shall be determined as follows: Within ten (10) days after Tenant notifies Landlord of its election to exercise the Option to Extend, Landlord shall give Tenant notice of Landlord's determination of the Fair Market Rent for the Extension Period. Within ten (10) days after Tenant receives Landlord's notice of Landlord's determination of the Fair Market Rent, Tenant shall notify Landlord of either (a) Tenant’s agreement with Landlord's determination of the Fair Market Rent or (b) Tenant's objection to Landlord's determination of the Fair Market Rent. If Tenant provides notice of objection, the Fair Market Rent shall be determined by arbitration conducted in the manner set forth below. If Tenant does not notify Landlord within such ten (10)-day period of Tenant's agreement or objection to Landlord's determination of the Fair Market Rent, the Option to Extend shall be deemed to be exercised, and the Fair Market Rent shall be deemed to be Landlord’s determination of Fair

Market Rent as set forth in the notice from the Landlord to Tenant described in this paragraph.

5. If Tenant notifies Landlord of Tenant's objection to Landlord's determination of Fair Market Rent under the preceding paragraph, such notice shall also set forth a request for arbitration and Tenant's appointment of a commercial real estate broker having at least ten (10) years' experience in the commercial leasing market in the City of Cambridge, Massachusetts (an "Arbitrator"). Within ten (10) days thereafter, Landlord shall by written notice to Tenant appoint a second Arbitrator. Each Arbitrator shall be advised to determine the Fair Market Rent within thirty (30) days after Landlord's appointment of the second Arbitrator. On or before the expiration of such thirty (30)-day period, the two Arbitrators shall confer to compare their respective determinations of the Fair Market Rent. If the difference between the amounts so determined by the two arbitrators is less than or equal to five percent (5%) of the lower of said amounts (the "Lower Amount"), then the final determination of the Fair Market Rent shall be equal to the average of said amounts. If the difference between said amounts is greater than five percent (5%) of the Lower Amount, then the two arbitrators shall have ten (10) days thereafter to appoint a third Arbitrator (the "Third Arbitrator"). The Third Arbitrator shall be instructed to determine the Fair Market Rent within thirty (30) days after its appointment. The decision of the Third Arbitrator as to the Fair Market Rent shall be final, whether or not such decision is agreed to by the other Arbitrators.

EXHIBIT E

Pet Request Form
(Sample)

**99 BISHOP ALLEN DRIVE
BRING YOUR DOG TO WORK AUTHORIZATION & RELEASE FORM**

GENERAL:

| Employee Name | Company Name | Location | Date(s) | Phone |
|---------------|--------------|----------|---------|-------|
| | | | | |

DOG DESCRIPTION:

| Name | Breed | Weight | Age |
|------|-------|--------|-----|
| | | | |

MEDICAL INFORMATION:

The owner of the dog agrees to maintain copies of all pertinent pet medical information and agrees to the following minimum requirements.

- All vaccinations are complete and current.
- Parasite control is being done on a routine basis and the animal is free of ticks and fleas.
- The dog has no recent history (6 months) of infection or ringworm.

GUIDELINES:

The owner of the dog agrees to observe the following guidelines. Authorization is granted at the sole discretion of the Cambridge Redevelopment Authority and can be revoked at any time.

- If you bring a dog to the workplace, you will be deemed the owner of the dog, whether or not you are technically the legal owner.
- Pets must be confined to the pet owner's suite and must not be allowed to roam free.
- Pets must not be left unattended on patios or balconies.
- Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
- Owner will be solely responsible for all clean-up inside and outside the building.

- Owner must keep a supply of plastic bags (or other solutions) with ties at all times and is responsible for the appropriate disposal of dog waste in designated areas only.
- Owner will immediately clean up any accidents or messes using appropriate clean-up and disinfectant measures.
- Owner will be responsible for any damage caused by their pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- Owner will not bring to work a dog that has not been fully house trained.
- Owner will make sure that all co-workers are amenable to having a pet in the office.
- Owner will not bring a dog to work that is ill or behaving abnormally and will remove the dog from the premises if it becomes ill while on the property.
- Owner will not bring a dog to work that has bitten or is aggressive, destructive, or excessively vocal.
- No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of 5 minutes or more
 - c. Pets in common areas who are not under the complete physical control of a responsible companion.
 - d. Pets who relieve themselves on walls or floors of common areas.
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Pets who are conspicuously unclean or parasite infested.
- Owner has sole responsibility for care of the dog while on the property.
- Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their suite. Furthermore, nothing herein shall hinder full access to the suite and the common areas by individuals with disabilities.

WAIVER OF LIABILITY:

In consideration of being permitted to bring ones dog to the work place, the dog owner does hereby unconditionally releases, indemnifies, waives, discharges and agrees to hold harmless Cambridge Redevelopment Authority's tenants, staff, vendors, contractors, invitees, or guests from any loss, damage, liability and expense, including court costs and attorney fees, that may be incurred as a result of injuries, including death to persons or dogs, or damage to property, directly or indirectly arising from the owner bringing having his/her dog at the work place Property, whether caused in whole or part by the negligence of other tenants, staff, vendors, contractors, or guests, or otherwise.

BY SIGNING THIS AUTHORIZATION AND RELEASE, THE DOG OWNER EXPRESSLY ACKNOWLEDGES AND REPRESENTS that he/she has carefully read the foregoing terms and conditions, understands the contents thereof and signs voluntarily; he/she is at least eighteen (18) years of age and fully competent; and executes this Authorization and Release intending that he/she, his/her spouse and family members, and his/her heirs, assigns and personal representatives if deceased, be legally bound by same.

Name

Date