

Executive Session of CRA Regular Meeting
Cambridge Redevelopment Authority

Wednesday, January 20, 2016
Robert Healy Public Safety Center / Cambridge Police Station
125 Sixth Street
Community Room

FINAL APPROVED EXECUTIVE SESSION MEETING MINUTES

Board Members In Attendance: Mr. Christopher Bator, Ms. Kathleen Born, Mr. Conrad Crawford, Ms. Margaret Drury, Mr. Barry Zevin

Executive Session began at 8:55 PM, ten minutes after the close of the Regular Board Meeting. (Approved regular meeting minutes are available.)

Executive Director Tom Evans distributed the final draft of both the Model Sub-Lease for the Foundry building at 101 Rogers Street and the RFP for reference. Mr. Evans informed the Board that the Model Sub-lease would be distributed as an addendum to the RFP. Ms. Kathryn Madden described the strong collaborative exercise that had taken place to bring the RFP toward finalization, having incorporated extensive feedback on the selection criteria from the Board, City staff, the ECPT, and the Foundry Advisory Committee.

Legal Counsel Jeffrey Mullan introduced the form and initial concepts of a proposed Model Sub-lease for the building. He explained that it is built off a standard commercial lease and then customized for the various unique elements of the Foundry project. The conditions of the Master Lease with the City are carried through the document. Notable points were the set aside of space for the CRA office, the establishment of performance measures to monitor the project's goals, and the use of funds from the City and the CRA.

Staff and Board members discussed items on the Model Sub-lease presented by Jeff Mullan.

Meeting adjourned at 10:00 PM.

February 25, 2016

[MODEL SUBLEASE]

SUBLEASE
by and between
CAMBRIDGE REDEVELOPMENT AUTHORITY
and
[DEVELOPMENT ENTITY]
with respect to the Premises at
the Foundry Building
at 101 Rogers Street, Cambridge, MA
Dated as of

_____, 2016

SUBLEASE

THIS INSTRUMENT is a SUBLEASE, dated as of [date] in which the CRA and the [DEVELOPMENT ENTITY] are the Parties, and which relates to the Property defined below, being located at 101 Rogers Street in Cambridge, Massachusetts, known as the Foundry.

ARTICLE 1 BASIC SUBLEASE PROVISIONS

1.1 BASIC PROVISIONS AND DEFINITIONS The following constitute definitions of the terms used in this Sublease:

Advisory Committee: A seven (7) person Committee created by the City Manager of the City of Cambridge in consultation with CRA's Executive Director.

Applicable Law: All applicable Federal, state and local laws, ordinances, rules, polices and regulations (including, without limitation, the applicable requirements of the Americans with Disabilities Act of 1990, and regulations promulgated thereunder, the regulations of the Massachusetts Architectural Access Board, and the provisions of the Cambridge Zoning Ordinance).

City: The City of Cambridge.

City's Address: 796 Massachusetts Avenue, Cambridge, MA, 02139.

City's Construction Representative: [TBD].

City Manager: The City Manager of the City.

CRA: The Cambridge Redevelopment Authority, a body politic and corporate in the City of Cambridge, constituted under M.G.L. c. 121B, § 4.

CRA's Address: 255 Main Street, 4th Floor, Cambridge, MA 02142.

CRA's Construction Representative: [TBD].

CRA's Office Space: An approximately 2,000 square foot portion of the Property which shall not be considered a part of the Premises and will shall be created by the Developer in accordance with the requirements of section 4.2.e of this Sublease. .

Developer's Initial Work: Work pursuant to the Development Entity's Plans.

Development Entity: [TBD]. [*Definition will include any entity owned or controlled by the Development Entity*].

Development Entity's Original Address: [TBD].

Development Entity's Construction Representative: [TBD].

Development Entity's Plans: Improvement Plans that Development Entity desires to have made on the Premises as identified in Exhibit D, as may be modified by the provisions of section 4.2.

Environmental Laws: Any Federal, state and/or local statute, ordinance, bylaw, code, rule and/or regulation now or hereafter enacted, pertaining to any aspect of the environment or human health, including, without limitation, Chapter 21C, Chapter 21D, and Chapter 21E of the General Laws of Massachusetts and the regulations promulgated by the Massachusetts Department of Environmental Protection, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §2061 et seq., the Federal Clean Water Act, 33 U.S.C. §1251, and the Federal Clean Air Act, 42 U.S.C. §7401 et seq.

Environmental Conditions: Any "disposal," "release" or "threat of release" of Hazardous Materials on, from or about the Premises or Property or storage of Hazardous Materials on, from or about the Premises or the Property, as those terms are defined in the Environmental Laws.

Execution Date: The last of the dates the Sublease is executed by the Parties.

Force Majeure Event: A drastic change in circumstances affecting the Premises and brought about by war, strike, Act of God, or a drastic change in local economic circumstances, defined as a year over year decline of 5% or more in the General Commercial segment of the equal weighted U.S. Composite Index during any year of the Term.

Hazardous Materials: Each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, without limitation, any "oil," "hazardous material," "hazardous waste," "hazardous substance" or "chemical substance or mixture", as those terms (in quotation marks) are defined in the Environmental Laws.

Independent Appraisal Process: A process under which the CRA will retain a Massachusetts Appraisal Institute (MAI)-certified appraiser for the purpose of determining the appropriate Ground Rent to be paid under the Sublease for the next succeeding ten year period of the Term. In the event the Development Entity disagrees with the Ground Rent so established, it may retain a second appraisal by an MAI-certified appraiser for the purpose of negotiating an appropriate Ground Rent the CRA. In the event the Parties are unable to reach a conclusion on the Ground Rent for the next succeeding ten years of the Term within a period extending sixty (60) days from the date they first begin negotiations, the Parties shall jointly select a third MAI-certified appraisal who shall determine the Ground Rent by selecting which estimate of Ground Rent is most indicative of the fair rental value from the appraisals completed on behalf of the Parties.

Initial Capital Improvements: Improvements determined by the City, in consultation with CRA, to be necessary and appropriate for the use of Property in compliance with Applicable Law which shall be made pursuant to section 7.2 herein.

Governing Documents: The Master Lease, the Demonstration Project Plan, the Disposition Report and such other documents related to the use of the Property, all as agreed upon by City and CRA.

Master Lease: The Lease of the Property executed between the City and the CRA Cambridge Redevelopment Authority on [date].

Parties: Collectively, the CRA and the Development Entity.

Permitted Uses: Uses consistent with the Governing Documents, the Program, and as further defined in this Sublease.

Premises: The portion of the Property described in Exhibit B. It is the intention of this Sublease that the Premises comprise the portion of the Property that is not the CRA's Office Space.

Proposal: The proposal submitted by the Development Entity as part of the Selection Process, as may be modified by agreement of the Parties and, as necessary, the City.

Program: The mix of uses on the Premises agreed upon by City, CRA, and Development Entity.

Property: The two parcels of land, together with the buildings and all improvements thereon, particularly described in a deed from ARE-MA Region No. 32, LLC and ARE-MA Region No. 35, LLC to the City of Cambridge dated January 9, 2012 and recorded with the Middlesex South District Registry of Deeds in Book 58257, Page 379, a copy of which is incorporated as Exhibit A, located at 101 Rogers Street and 180 Bent Street in Cambridge, Middlesex County, Massachusetts, together with rights of ingress and egress thereto. The Property is also known as the Foundry.

RFP: The Request for Proposals for the Foundry issued by the CRA on February 1, 2016, as amended or revised by any addenda.

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

Term: Fifty (50) years, commencing on the Execution Date. The Term shall include any extensions as provided in section 4.3 below.

1.2 ENUMERATION OF EXHIBITS

Exhibit A The Master Lease

<u>Exhibit B</u>	Description of the Property and the Premises
<u>Exhibit C</u>	The Proposal
<u>Exhibit D</u>	Development Entity's Plans
<u>Exhibit E</u>	Rules and Regulations
<u>Exhibit F</u>	Development Entity's Reporting Requirements

[other exhibits to be added as necessary]

ARTICLE 2 PREMISES AND APPURTENANT RIGHTS

2.1 SUBLEASE OF PREMISES CRA hereby demises and subleases the Premises to Development Entity for the Term and upon the terms and conditions hereinafter set forth, and Development Entity hereby accepts and leases the Premises from CRA upon such terms and conditions. The provisions of this Sublease are subject to the provisions of the Master Lease. In the event of a conflict between the provisions of the Sublease and the Master Lease, the terms of the Master Lease shall control.

2.2 APPURTENANT RIGHTS AND RESERVATIONS CRA shall make available to Development Entity the parking areas comprised of [xx] parking spaces on the Property on an undesignated, unassigned basis, consistent with the provisions of the Master Lease, which parking areas shall be considered part of the Premises.

ARTICLE 3 RENT

3.1 GROUND RENT The Ground Rent for the first ten years of the Term shall be \$ _____ *[to be determined based upon the Program as set forth in the Proposal and confirmed by an appraisal commissioned by the CRA].*

3.2 ADDITIONAL RENT All charges and sums payable by Development Entity as set forth in this Sublease, other than and in addition to Ground Rent, shall be payable as Additional Rent.

3.3 DECENNIAL GROUND RENT RE-EVALUATION At each ten-year anniversary of the Term, the Ground Rent shall be subject to renegotiation between the CRA and Development Entity based on then-prevailing rents in the Greater Boston area for the uses comprising the Program for the succeeding ten years of the Term. In the event that CRA and Development Entity are unable to agree on adjustments to the Ground Rent, the adjustments shall be submitted to an Independent Appraisal Process, as provided for in sections 5.8 and 6.5 of the Master Lease.

3.4 PAYMENTS Development Entity agrees to pay the Ground Rent and Additional Rent, in advance, to CRA commencing on the Execution Date, without offset, abatement, deduction or demand. Ground Rent shall be paid on the Execution Date and on the first day of each month thereafter during the Term (pro-rated for any partial month) to CRA at CRA's Address, or at such other place as CRA shall from time to time designate by notice, in lawful money of the United States. In the event that any installment of Ground Rent or any payment of

Additional Rent is not paid when due, Development Entity shall pay an administrative fee equal to 5% of the then overdue payment, plus interest at a rate equal to 3% over the prime rate in effect as reported in the Wall Street Journal from time to time (but in no event more than 18% per annum) from the due date thereof. All such late amounts shall be payable on demand to the CRA as Additional Rent.

ARTICLE 4 COMMENCEMENT AND CONDITION

4.1 OCCUPANCY DATE The Occupancy Date shall be 15 days after substantial completion of the Developer's Initial Work, as defined below in section 4.2.

4.2 PREPARATION OF THE PREMISES

a. The Development Entity has prepared and CRA and City hereby approve the Development Entity's Plans as identified in Exhibit D.

b. Material modification to the Development Entity's Plans shall be subject to CRA's approval. If Development Entity desires to make material modifications to the Development Entity's Plans, Development Entity shall submit such modifications to CRA for approval, and CRA shall approve or disapprove of such plans within forty-five (45) business days of receiving them. Any disapproval shall be accompanied by a reasonably specific statement of reasons therefor. At Development Entity's sole cost and expense, Development Entity shall cause Development Entity's Plans to be revised in a manner sufficient to remedy CRA's objections thereto and to respond to CRA's concerns and for such revised plans to be delivered to CRA, and CRA shall either approve or disapprove with respect thereto Development Entity's revised plans within thirty (30) business days following the date CRA receives them. The review and approval process shall continue until such time as the CRA shall approve the modifications to the Development Entity's Plans.

c. The Developer's Initial Work shall be completed on a schedule consistent with the Proposal, and shall be subject to compliance with the requirements of sections 5.5.b-f and 5.6 of this Sublease.

d. CRA's approval of Development Entity's Plans shall not relieve Development Entity of the obligation to cause Development Entity's Plans to comply with Applicable Law and to be in a form satisfactory and appropriate to the governmental authorities responsible for issuing permits, approvals, and licenses required for, or otherwise having jurisdiction over, any aspect of Developer's Initial Work. In the event modifications to Development Entity's Plans are necessary in order to comply with Applicable Law, CRA shall have the right to require Development Entity to modify Development Entity's Plans so that Development Entity's Plans are in such compliance.

e. The Development Entity's Plans shall provide for the creation of the CRA's Office Space, which shall be separate and apart from the Premises, as a part of the Developer's Initial Work for use as office space for the CRA; provided, however, that Developer's Initial Work shall not include the fit-up, finishing, or furnishing of the CRA's Office Space, which shall

be the responsibility of the CRA. The CRA shall coordinate the completion of all such work in the CRA's Office Space with the Developer's Initial Work.

f. Not later than six (6) months following the completion of Developer's Initial Work, Development Entity shall provide as-built plans to the CRA and the City in a format acceptable to each party.

4.3 POTENTIAL EXTENSION OF TERM Beginning as of end of the thirtieth (30th) year of the Term, CRA agrees, on the condition that the Development Entity continues to meet the Performance Measures identified in section 5.2 below and is otherwise in compliance with the terms of this Sublease, using its good faith efforts to negotiate an extension of the term of the Master Lease for a period not to exceed fifty (50) additional years. If CRA successfully obtains such an extension, CRA agrees to negotiate in good faith with Development Entity to extend the Term, up to the end of the extended term of the Master Lease.

ARTICLE 5 USE OF PREMISES

5.1 PERMITTED USES

a. Development Entity agrees that the Premises shall be used and occupied by Development Entity and its authorized tenants only, for Permitted Uses and for no use without CRA's express written consent, as provided in and consistent with the Governing Documents.

b. Development Entity shall adopt standard rules and regulations for use of the Premises ("Rules and Regulations"), which shall be subject to approval by CRA. All Permitted Uses must be conducted in accordance with the Rules and Regulations.

c. Development Entity agrees to conform to the following provisions during the Term:

(i) Freight may only be delivered to or removed from the Property and the Premises between the hours of [] and [];

(ii) Development Entity will not place on the exterior of the Premises (including both interior and exterior surfaces of doors and interior surfaces of windows) or on any part of the Property outside the Premises, any signs, symbol, advertisement or the like visible to public view outside of the Premises ("Signage") without the prior consent of CRA, which shall not be unreasonably withheld or delayed so long as such Signage complies with the Applicable Law. CRA will not unreasonably withhold consent for Signage on the Property at the entrance to the Premises; provided, however: (a) such Signage conforms to sign standards for the Property appropriate to Development Entity's Permitted Use through Article Seven of the Cambridge Zoning Ordinance and adopted by CRA in its reasonable discretion; and (b) Development Entity has submitted to CRA a plan or sketch in reasonable detail (showing, without limitation, size, color, location, materials and method of affixation) of the Signage; (c) Development Entity obtains any consents required by third parties before Development Entity places such signage; and (d) such

Signage complies with the Applicable Law. The initial installation of Signage shall be subject to compliance with this section and shall be considered a part of Developer's Initial Work;

(iii) Development Entity shall not perform any act or carry on any practice which may injure the Premises, or any other part of the Property, or cause any offensive odors or loud noise or constitute a nuisance or a menace to any persons in the Property; and

(iv) Development Entity shall, in its use of the Premises, comply with the requirements of all Applicable Laws.

d. CRA reserves the right, either on its own behalf or on behalf of public and civic entities, to use portions of the Premises for public meetings and similar functions, which shall be a permitted use under this Sublease; provided, however, that all such meetings and functions shall be open to members of the general public (subject, in the case of public entities, to the provisions of the Open Meeting Law).

5.2 PERFORMANCE MEASURES

a. The use of the Premises will be evaluated every two years during the Term by CRA in consultation with the Advisory Committee (the "Biennial Evaluation"). Development Entity shall adhere to the reporting requirements contained in Exhibit F. CRA and the Advisory Committee will evaluate the use of the Premises based upon the responses to the reporting requirements and the following Performance Measures: Project Understanding, Exceptional Design for Creativity and Flexibility, Maximizing Public Benefit, Degree of Inclusivity, Ability to Successfully Execute the Project, Contribution of Operator/Management Program to Successful Project, Development Capacity and Current Workload, and Ground Lease, as those terms are discussed in the RFP and used as a part of the Selection Process. Evaluation of the Performance Measures shall take into consideration Development Entity's Proposal, with the goal of making the Biennial Evaluation a review of Development Entity's performance based on its Proposal, the Selection Process, and the requirements of the RFP.

b. If CRA, upon advice from the Advisory Committee or by other means, determines that, based on the Biennial Evaluation, that the then-current use of the Premises fails to comply with the requirements of this Sublease, CRA shall inform Development Entity and present Development Entity with a list of suggested corrective measures to be used in the next Biennial Evaluation (together, the "Notice of Deficiency"). Upon receipt of the Notice of Deficiency, Development Entity shall, within 90 days, present to CRA a plan to begin to correct the deficiencies identified in the Notice of Deficiency ("Corrective Action Plan") and to continue to prosecute such corrections such that they are complete not later than the start of the next Biennial Evaluation.

c. CRA may request modifications and revisions to the Corrective Action Plan. Failure to present such a Corrective Action Plan to the CRA shall constitute a Terminable Default under this Sublease. At the next Biennial Evaluation, Development Entity shall report on progress made on the Corrective Action Plan and CRA, with advice of the Advisory

Committee, shall evaluate the use of the Premises based upon the Performance Measures. If the use of the Premises continues to fail to comply with the requirements of this Sublease through two (2) succeeding Biennial Evaluations, then CRA may, in its sole and absolute discretion: (a) present Development Entity with a new Notice of Deficiency; or (b) declare a default of this Sublease as provided in section 12.1.

5.3 CONTINUOUS OPERATION Development Entity shall continually occupy the Premises during the Term.

5.4 REQUIRED PERMITS, LICENSES AND APPROVALS Development Entity shall be responsible for obtaining any and all permits, licenses, or similar documents required by Applicable Law for use of the Premises. Neither City nor CRA implies or represents, by selection or subsequent modification of the Proposal or the Program or otherwise, that uses contemplated under the Program are permitted by the Applicable Law. CRA and Development Entity acknowledge that this Sublease is contingent upon Development Entity obtaining the necessary permits, licenses, and any other approvals needed to carry out the Program in accordance with Applicable Law, each of which shall be obtained on a schedule consistent with Development Entity's obligations.

5.5 POST OCCUPANCY INSTALLATIONS AND ALTERATIONS BY DEVELOPMENT ENTITY

a. Development Entity shall make no alterations, additions or improvements in or to the Premises ("Post Occupancy Improvements") without CRA and City's prior written consent, which consent shall not be unreasonably withheld or delayed with respect to non-structural alterations, additions and improvements that do not materially affect the Property's electrical, plumbing, mechanical or other systems but may be withheld in the CRA's and City's sole discretion with respect to all other types of Post Occupancy Improvements. Notwithstanding the foregoing, CRA's and City's consent shall not be required for any interior non-structural alterations, additions and improvements that do not materially affect the Property's electrical, plumbing, mechanical or other systems and that are estimated to cost less than \$25,000 in then-current dollars in any one instance and no more than \$75,000 in the aggregate annually.

b. Prior to the start of any Post Occupancy Improvements, Development Entity shall: (i) secure all necessary licenses and permits required under Applicable Law; (ii) deliver to CRA a statement of the names of all its contractors and assurances pertaining to compliance with this Sublease satisfactory to CRA; and (iii) cause such contractors to carry insurance as specified in section 5.6, below.

c. All Post Occupancy Improvements shall: (i) be performed in a good and workmanlike manner and in compliance with all Applicable Laws, (ii) be made at Development Entity's sole cost and expense and at such times and in such a manner as CRA may from time to time reasonably designate, and (iii) become part of the Premises and the property of City unless CRA notifies Development Entity in writing, at the time that CRA approves such work, that Development Entity must remove such Post Occupancy Improvement upon the expiration or earlier termination of the Term and restore the Premises to the condition existing immediately

prior to the commencement of such improvement. Development Entity may ask, at the time CRA approves such work, for the CRA to specify that such improvements may be removed at the termination of the Term, which the CRA may specify in its sole discretion.

d. All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by Development Entity solely at its expense in the Premises ("Development Entity's Removable Property") shall remain the property of Development Entity and may be removed by Development Entity at any time prior to the expiration of the Term; provided, however, that Development Entity, at its expense, shall repair any damage to the Property caused by such removal. CRA and Development Entity may, by mutual agreement, agree that CRA may purchase Development Entity's Removable Property.

e. Notice is hereby given that neither City nor CRA shall be liable for any labor or materials furnished or to be furnished to Development Entity upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of City or CRA in and to the Premises or the Property.

(i) To the maximum extent permitted by law, before such time as any contractor commences to perform work, such contractor (and any subcontractors) shall furnish a written statement acknowledging the requirements of this section. Development Entity agrees to pay promptly when due the entire cost of any work done on behalf of Development Entity, its agents, employees or independent contractors, and not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to all or any part of the Property or the Premises, and immediately to discharge any such liens which may so attach.

(ii) If, notwithstanding the foregoing, any lien is filed against all or any part of the Property or the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Development Entity or its agents, employees or independent contractors, Development Entity, at its sole cost and expense, shall cause such lien to be dissolved promptly after receipt of notice that such lien has been filed, by the payment thereof or by the filing of a bond sufficient to accomplish the foregoing.

(iii) If Development Entity shall fail to discharge any such lien, CRA may, at its option, discharge such lien and treat the cost thereof (including attorneys' fees incurred in connection therewith) as Additional Rent payable upon demand, it being expressly agreed that such discharge by CRA shall not be deemed to waive or release the default of Development Entity in not discharging such lien. Development Entity shall indemnify and hold City and CRA harmless from and against any and all expenses, liens, claims, liabilities and damages based on or arising, directly or indirectly, by reason of the making of any alterations, additions or improvements by or on behalf of Development Entity to the Premises under this section, which obligation shall survive the expiration or termination of this Sublease.

f. In the course of the undertaking of the Post Occupancy Improvements requiring CRA and City prior written approval, per section 5.5(a), above, Development Entity agrees to use labor compatible with that being employed by City or CRA for comparable work, and not to employ or permit the use of any labor or otherwise take any action which might result in a labor

dispute involving personnel providing services at the Property pursuant to arrangements made by the CRA or City.

g. Not later than six (6) months following the completion of Developer's Post Occupancy Improvements, Development Entity shall provide as-built plans to the CRA and the City in a format acceptable to each party.

5.6 INSURANCE DURING CONSTRUCTION.

a. During the performance of the Developer's Initial Work, the Developer's Post Occupancy Improvements and any other Development Entity improvements on the Property, in addition to the insurance required under Article 9, below, Development Entity shall require its contractors performing such construction to carry:

(i) Commercial general liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be reasonably agreed upon by CRA and Development Entity from time to time);

(ii) Automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident;

(iii) A pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by CRA for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by City but discovered during the redevelopment process or operation of the Property and subject to approval by CRA for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate with a maximum deductible or self-insured retention of \$25,000;

(iv) The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements to protect City's interest and that of CRA, contractors and subcontractors during the course of the construction; and

(e) Builder's risk coverage against loss or damage on all work caused to be performed by Development Entity in an amount equal to the value of the total replacement costs of the completed improvements to be made to the Property, plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project on site on a replacement cost basis without optional deductibles.

b. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief,

terrorism, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and expenses and CRA's loss of use in a mutually agreed upon amount, required as a result of an insured loss. This policy shall include transportation and stored materials coverage in an amount equal to the value of the stored materials at the project site only as required below.

c. All such insurance policies shall name the City and CRA as additional insureds on a primary non-contributing basis, shall be evidenced by certificates of insurance provided to the City and the CRA, and copies of all such policies shall be provided upon request to the CRA and the City.

ARTICLE 6 PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

Development Entity covenants and agrees that neither this Sublease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise, and that neither the Premises nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Development Entity, or used or occupied or permitted to be used or occupied, by anyone other than Development Entity without prior written approval of CRA, which approval may be withheld in the CRA sole discretion; provided, however, that this limitation shall not: (a) prohibit Development Entity from mortgaging the Premises on commercially reasonable terms subject to the approval of the CRA which approval shall not be unreasonably withheld or delayed; (b) prohibit Development Entity from subleasing all or portions of the Premises as contemplated in the Program and consistent with the Governing Documents.

ARTICLE 7 RESPONSIBILITY FOR REPAIRS AND CONDITION OF PREMISES

7.1 DEVELOPMENT ENTITY'S AGREEMENT

a. Development Entity shall keep the Premises and every part thereof neat and clean and will maintain the same in good order, condition and repair, excluding reasonable wear and tear of the Premises, and damage by fire or other casualty; and Development Entity shall surrender the Premises, at the end of the Term, in such condition.

b. The Development Entity shall be responsible for all capital improvements to the Premises during the Term. Without limitation, Development Entity shall continually during the Term of this Sublease maintain the Premises in accordance with Applicable Law, and shall, at Development Entity's expense, obtain all permits, licenses and the like required by Applicable Law. As the Premises will constitute a "Place of Public Accommodation" within the meaning of the Americans With Disabilities Act of 1990, Development Entity shall be responsible for making the Premises comply with such Act and Applicable Law. Development Entity shall be responsible for the cost of repairs which may be made necessary by reason of damage to the Property or Premises caused by any act or neglect of Development Entity, or its employees,

agents, contractors, invitees or sublessees (including any damage by fire or other casualty arising therefrom).

c. If repairs are required to be made by Development Entity pursuant to the terms of this Sublease, CRA may demand that Development Entity make the same forthwith, and if Development Entity refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand (except in the case of an emergency, in which event CRA may make such repairs immediately), CRA may (but shall not be required to do so) make or cause such repairs to be made, and shall not be responsible to Development Entity for any loss or damage whatsoever.

7.2 INITIAL CAPITAL IMPROVEMENTS The City and CRA will confer with Development Entity, as appropriate, regarding the Initial Capital Improvements. The Cambridge City Council has appropriated six million dollars (\$6,000,000) for the Initial Capital Improvements, of which approximately \$700,000 has been expended to demolish existing interior partitions, and the City shall expend substantially all of the remainder of such amount during the time prior to the execution Term of this Sublease and within the first ten (10) years of such term. Development Entity may request that the City and CRA make certain Initial Capital Improvements in coordination with Development Entity's Initial Work or Post Occupancy Improvements.

7.3 RESERVE FUNDS CRA shall create and deposit such portions of the Ground Rent and Additional Rent paid by Development Entity into two Reserve Funds - the Operating Reserve Fund, and the Capital Reserve Fund consistent with the requirements of the Master Lease. Such deposits shall be consistent with the Proposal; provided, however, that the distribution of Rent and Additional Rent paid by Development Entity between the Reserve Funds shall be at CRA's discretion, subject to and consistent with the Governing Documents.

a. CRA agrees to expend funds from the Capital Reserve Fund for the Property's capital maintenance in a manner specified in and consistent with the Governing Documents, during the Term. CRA shall not be required to make any improvements or repairs to the Property other than as expressly set forth in this section 7.3. Decisions regarding use of the Capital Reserve Fund shall be made by the CRA and the City in consultation with the Development Entity subject to and consistent with the Governing Documents, and any work paid for by the Capital Reserve Fund shall be coordinated with the Development Entity in every respect.

b. CRA agrees to expend funds from the Operating Reserve Fund in a manner specified in and consistent with the Governing Documents during the Term.

7.4 FLOOR LOAD - HEAVY MACHINERY

a. Development Entity shall not place a load upon any floor in the Premises exceeding the floor load allowed by Applicable Law. Machines, equipment and fixtures shall be placed and maintained by Development Entity at Development Entity's expense in settings sufficient, in CRA's reasonable judgment, to absorb and prevent vibration, noise and annoyance,

in accordance to applicable licenses, permits and approvals required to be obtained by the Development Entity. Development Entity shall give CRA prior notice of Development Entity's intent to move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures in or about the Property, and, if CRA shall so require, Development Entity shall provide insurance, naming City and CRA as an insured, in such amounts as CRA and City may require.

b. If any such machinery, equipment, freight, bulky matter or fixtures requires special handling, Development Entity agrees to employ only persons holding a Master Rigger's License to do such work, and that all work in connection therewith shall comply with Applicable Law. Any such moving shall be at the sole risk and hazard of Development Entity, and Development Entity will exonerate, indemnify and save City and CRA harmless against and from any liability, loss, injury, claim or suit resulting directly or indirectly from such moving.

7.5 BUILDING SERVICES

a. Development Entity shall furnish heating and cooling to the Property, as normal seasonal changes may require, to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation. In the event Development Entity introduces into the Premises personnel or equipment which overloads the capacity of the Property systems or in any other way interfere with the systems' ability to perform adequately its proper functions, supplementary systems may, if and as needed, at CRA's option, be provided by CRA, at Development Entity's sole expense. CRA shall pay a pro-rata share of the cost of providing such services to the CRA's Office Space in amounts to be reasonably agreed upon by the Parties.

b. CRA shall provide:

(i) Cold water (at temperatures supplied by the City of Cambridge) for drinking, lavatory and toilet purposes. CRA shall install a water meter at the Premises and thereby measure Development Entity's water consumption for all purposes; and

(ii) Free access to the Premises at all times subject to security precautions that may be in effect, and subject always to restrictions based on emergency conditions.

7.5 UTILITY PAYMENTS

a. Development Entity shall be responsible for the payment of all utilities of any kind used and consumed in or attributable to the Property directly to the appropriate utility company or other provider, and CRA shall have no responsibility to pay for all or any portion of any such utilities, except with respect to the CRA's Office Space, which CRA shall pay based on actual usage. A sub-metering system shall be installed for this purpose. Electricity, water, sewer and natural gas used and consumed in or attributable to the Premises will be measured by separate meters.

b. Utilities for which Development Entity is responsible under this section 7.5 shall include, without limitation, electricity, water, sewer, natural gas, telephone services and charges and other telecommunications services and charges.

c. Development Entity agrees in its use of the Premises: (i) not to exceed a commercially reasonable electricity demand for the Permitted Use of the Premises; and (ii) that its total connected lighting load will not exceed, in conjunction with the other lighting load in the building, the maximum from time to time permitted under Applicable Law.

ARTICLE 8 REAL ESTATE TAXES

8.1 PAYMENT OF REAL ESTATE TAXES Development Entity shall pay any taxes due and payable upon the Property. CRA shall pay its proportionate share of such taxes, if any, to Development Entity for the use of CRA's Office Space at such times as taxes are due and payable.

ARTICLE 9 INDEMNITY AND PUBLIC LIABILITY INSURANCE

9.1 INDEMNITY

a. Except to the extent that such claims arise from acts of gross negligence or willful misconduct of City or CRA, or their agents or employees, Development Entity agrees to indemnify, defend, hold and save harmless City and CRA and their employees, mortgagees, agents and contractors from and against all claims, loss, cost, damage or expense of whatever nature arising: (i) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises; (ii) from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring outside of the Premises but on the Property where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Development Entity or Development Entity's agents, employees, contractors, invitees or sub lessees; or (iii) the use or occupancy of the Premises or of any business therein, or anything or work whatsoever done, or any condition created (other than by City or CRA) in or about the Premises; and, in any case, occurring after the date of this Sublease until the end of the Term of this Sublease and thereafter so long as Development Entity is in occupancy of any part of the Premises. This indemnity, defense and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels.

b. CRA agrees to indemnify, defend, hold and save harmless Development Entity from and against all claims, loss, cost, damage or expense of whatever nature arising from any accident, injury or damage, to the extent that such accident, damage or injury results from a grossly negligent or willful and wrongful act or omission on the part of City or CRA, or their agents or employees and occurring after the date of this Sublease until the end of the Term of this Sublease, except to the extent that such claims arise from the negligent acts or omissions of Development Entity or its agents, employees, contractors, invitees or sub-lessees. This

indemnity, defense and hold harmless agreement shall include indemnity against all losses, costs, damages, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees and costs at both the trial and appellate levels.

9.2 INSURANCE Development Entity agrees to maintain in full force and effect during the Term the following types of insurance:

- a. General Liability Insurance. General liability insurance (including contractual and personal injury liability insurance) in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location (or such higher limits as may be reasonably agreed upon by City, CRA, and Development Entity from time to time).
- b. Automobile Liability. For any vehicles used by the Development Entity in business related to the Premises, automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per accident.
- c. Workers' Compensation and Employers' Liability. The statutory limits of workers' compensation and employers' liability insurance in amounts adequate to satisfy the umbrella underlying requirements.
- d. Excess/Umbrella Liability. Umbrella liability coverage in an amount not less than \$10,000,000 per occurrence. Umbrella liability coverage is to be in excess of the general liability, automobile liability and employers' liability requirements outlined above and such requirement shall be subject to reasonable modification based on market changes and insurance coverage standards generally applicable to commercial real estate similar in type, use and location as the Property.
- e. Environmental Liability Insurance. A pollution legal liability insurance policy in an amount, of a type and subject to conditions approved by the CRA for additional remediation and hazardous material disposal costs related to environmental conditions at the Property not previously identified by City but discovered during the redevelopment process or operation of the Property (and subject to approval by the City) for liability for bodily injury and property damage and clean-up and disposal costs arising from pollution conditions at or from the Property with a minimum limit of \$1,000,000 per claim and \$3,000,000 in the aggregate and a maximum deductible or self-insured retention of \$25,000.
- f. Property Insurance. Insurance against loss or damage resulting to the Property including fire, theft or other damage in an amount not less than the replacement value of the Property. The CRA and the Development Entity shall consult with and obtain approval from the City regarding the coverage amount of this policy.
- g. Additional Provisions. The liability coverage in the insurance policies required in this section above shall name CRA and City as additional insureds except in the workers

compensation policy. All insurance policies required in this section above shall be issued by companies authorized to do business in Massachusetts with an A.M. Best's financial rating of A- or better and a size class rating of X (10) or larger or otherwise acceptable to the CRA and the City and all such policies shall include a provision waiving the insurer's rights to subrogation against the CRA and the City. Development Entity shall deposit with CRA a certified copy of the insurance binder (countersigned by the insurer) or evidence of insurance (in ACORD Form 28) or other proof satisfactory to the CRA and the City for each of the insurance policies that the Development Entity is required to carry in compliance with its obligations under the Sublease and shall provide copies of all such insurance policies upon CRA's or City's request. Such insurance policies shall contain a provision that the insurer will not cancel or refuse to renew the policy, without first giving at least thirty (30) days prior written notice to CRA and the City. Failure to obtain and maintain the required insurance and failure to remedy such within ten (10) Business Days after written notice by City or CRA shall constitute a Terminable Default of Development Entity, pursuant to Article 12, below.

9.3 DEVELOPMENT ENTITY'S RISK Development Entity agrees to use and occupy the Premises and to use such other portions of the Property as CRA is herein given the right to use at Development Entity's own risk. Except to the extent that such claims arise from the acts of gross negligence or willful misconduct of City or CRA, or their agents or employees, neither City, CRA, nor City's or CRA's insurers shall have any responsibility or liability for any loss of or damage to Development Entity's Removable Property. Development Entity shall carry "all-risk" property insurance on a "replacement cost" basis, insuring Development Entity's Removable Property and any alterations, additions or improvements installed by Development Entity pursuant to section 4.2 or section 5.5, to the extent that the same have not become the property of City, and other so-called improvements and betterments. The provisions of this section 9.3 shall be applicable from and after the execution of this Sublease and until the end of the Term, and during such further period as Development Entity may use or be in occupancy of any part of the Premises.

9.4 INJURY CAUSED BY THIRD PARTIES Except to the extent that such claims arise from the acts of gross negligence or willful misconduct of City or CRA, or their agents or employees, Development Entity agrees that City and CRA shall not be responsible or liable to Development Entity, or to those claiming by, through or under Development Entity, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connecting with the Premises or any part of the Property or otherwise.

9.5 WAIVER OF SUBROGATION The CRA and the Development Entity shall each procure an appropriate clause in, or endorsement on, any property insurance policy covering the Premises and personal property, fixtures and equipment located thereon and therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery in favor of either party, its respective agents or employees. Having obtained such clauses and/or endorsements, each party hereto hereby agrees that it will not make any claim against or seek to recover from the other or its agents or employees for any loss or damage to its

property or the property of others resulting from fire or other perils covered by such property insurance.

ARTICLE 10 CITY AND CRA'S ACCESS TO PREMISES

10.1 INSPECTION City, CRA, and their agents, employees, consultants and contractors may enter the Property at any time in response to an emergency and at other reasonable times to examine, inspect and protect the Premises and the Property.

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

ARTICLE 11 CASUALTY

11.1 EVENT OF CASUALTY

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

b. If an Event of Casualty occurs, Development Entity, after receipt of written notice thereof from CRA, shall undertake to make repairs and restorations with reasonable diligence, unless this Sublease has been terminated by CRA. If: (i) in CRA's sole judgment, in consultation with the City, the damage is of such nature or extent that more than one hundred eighty (180) days following the occurrence of the casualty would be required to repair and restore the Property as the case may be; or (ii) in CRA's sole judgment, the damage is of such nature or extent that it is uneconomical to repair and restore the Property, as the case may be; or (iii) less than one (1) year remains on the then current Term, CRA shall so advise Development Entity within thirty (30) days after the Event of Casualty (the "CRA's Notice of Casualty"), and either Party shall have thirty (30) days after receipt of CRA's Notice of Casualty to terminate this Sublease by written notice to the other.

c. If either Party elects to terminate this Sublease in the case described in clauses (i), (ii) or (iii) above, then the Term shall expire as of the date of the Event of Casualty, and Development Entity shall vacate the Property and surrender the same to CRA in accordance with the terms of this Sublease.

11.2 REPAIR AND RESTORATION If an Event of Casualty occurs, provided this Sublease is not terminated pursuant to the terms of section 11.1, and sufficient casualty insurance proceeds after CRA has recovered its expenses, are available for application to such repair and restoration, Development Entity shall proceed diligently to repair and restore the Property to substantially the same condition prior to the Event of Casualty, and Rent shall equitably abate until the Property and the portions of the Premises providing necessary service and access to the Property are restored. In no event shall CRA have any liability for damages to Development

Entity for inconvenience, annoyance, or interruption of business arising from such fire or casualty.

11.3 VALIDITY AND EFFECT The validity and effect of this Sublease shall not be impaired in any way by the failure of Development Entity to complete the repair and restoration of the Property within one hundred eighty (180) days after the occurrence of an Event of Casualty, even if Development Entity had in good faith notified CRA that the repair and restoration would be completed within such period, provided that Development Entity proceeds diligently with such repair and restoration; provided, however, if restoration of the Property or the Premises is not substantially completed within three hundred and sixty five (365) days after the occurrence of the casualty, CRA shall have the right to terminate this Lease by written notice to Development Entity.

ARTICLE 12 **DEFAULT**

12.1 TERMINABLE DEFAULTS

a. If at any time subsequent to the commencement of this Sublease any one or more of the following events (herein referred to as a "Terminable Default of Development Entity") shall happen:

(i) Development Entity shall abandon the Premises or shall close the Premises to the public for any period of six (6) consecutive months or more, other than (A) as the result of a cause or event referred to in this Article 11, (B) due to a Force Majeure Event, or (C) for the period from the commencement of construction of the Developer's Initial Work or to the substantial completion thereof, provided that such period shall not be more than eighteen (18) months from the Execution Date; or

(ii) Development Entity shall cease to use substantially all of the Premises for the Permitted Use; or

(iii) Development Entity shall not obtain binding financing commitments sufficient to pay for the Developer's Initial Work and the Post Occupancy Improvements in the form of cash and/or a binding lending commitment from an institutional lender and construction of the Developer's Initial Work or the Post Occupancy Improvements shall not have commenced and be continuing on or before 24 months after the Execution Date; or

(iv) Development Entity shall fail to complete the Developer's Initial Work and to achieve the Occupancy Date on dates consistent with the Proposal; or

(v) Development Entity shall fail to make improvements subject to Performance Review and does not submit or adhere to a Corrective Action Plan as described in section 5.2; or

(vi) Development Entity shall fail to pay the Ground Rent, Additional Rent or other charges hereunder when due and such failure shall continue for thirty (30) days after notice to Development Entity; or

(vii) Development Entity shall neglect or fail to perform or observe any other covenant herein contained on Development Entity's part to be performed or observed other than the covenants referred to in section 12.1 above and Development Entity shall fail to remedy the same within thirty (30) days after notice to Development Entity specifying such neglect or failure, or if such failure is of such a nature that Development Entity cannot reasonably remedy the same within such thirty (30) day period, Development Entity shall fail to commence promptly (and in any event within such 30-day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or

(viii) Development Entity's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Development Entity; or

(ix) Development Entity shall make an assignment for the benefit of creditors or shall be adjudicated insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors (other than the Bankruptcy Code, as hereinafter defined), or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Development Entity or of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(x) Development Entity shall file a voluntary petition or an order for relief shall be entered against Development Entity under Chapter 7, 11 or 13 of 11 U.S.C. §101, et seq. (the "Bankruptcy Code"); or

(xi) A petition shall be filed against Development Entity under any law (other than the Bankruptcy Code) seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain un-dismissed or un-stayed for an aggregate of 60 days (whether or not consecutive), or if any trustee, conservator, receiver or liquidator of Development Entity or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Development Entity and such appointment shall remain un-vacated or un-stayed for an aggregate of sixty (60) days (whether or not consecutive);

then CRA may give notice ("Notice of Terminable Default") to Development Entity, at which time Development Entity must prepare within 90 days a Corrective Action Plan to correct the issue(s) giving rise to the Notice of Terminable Default. CRA may request changes or additions to the Corrective Action Plan. If Development Entity fails to prepare a Corrective Action Plan, abide by the Corrective Action Plan, or the Corrective Action Plan fails to correct the issue(s) giving rise to the Notice of Terminable Default, CRA may, in its sole discretion, issue another Notice of Terminable Default or terminate the Term of this Sublease by giving

Development Entity notice thereof and the Term of this Sublease shall terminate on the thirtieth (30th) day after the giving of such notice as if said date were the date originally set forth in this Sublease for the expiration of the Term.

b. If this Sublease shall have been terminated as provided in this Article, then CRA may re-enter the Premises, either by summary proceedings, ejectment or otherwise, and remove and dispossess Development Entity and all other persons and any and all property from the same.

c. The specified remedies to which CRA may resort under this Sublease are not intended to be exclusive of any remedies or means of redress to which CRA may at any time be entitled lawfully, and CRA may invoke any remedy allowed at law or in equity as if specific remedies were not herein provided.

ARTICLE 13 HAZARDOUS MATERIALS

a. Development Entity shall indemnify, defend upon demand with counsel reasonably acceptable to City and CRA, and hold City and CRA harmless from and against, any liabilities, losses claims, damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses which result from any the use, storage, handling, treatment, transportation, release or disposal of Hazardous Materials in or about the Premises or the Property by Development Entity or Development Entity's agents, employees or contractors after the commencement of the Term.

b. CRA and Development Entity shall each give written notice to the other as soon as reasonably practicable of (i) any communication received by any governmental authority concerning Hazardous Materials which relates to the Premises, and (ii) any Environmental Condition. Development Entity may use chemicals such as adhesives, lubricants, ink, solvents and cleaning fluids in order to conduct its business at the Premises and to maintain and operate the business machines located in the Premises, and such other Hazardous Materials as are necessary for the operation of Development Entity's business of which CRA receives notice prior to such Hazardous Materials being brought onto the Premises. At any time during the term of this Sublease, Development Entity shall, within ten (10) business days after written request therefor received from CRA, disclose in writing all Hazardous Materials that are being used by Development Entity in the Premises, the nature of such use and the manner of storage and disposal. Development Entity shall use or store only those Hazardous Materials that are customary for the operation of the Premises in accordance with the Permitted Uses and all Hazardous Materials used by Development Entity shall be used, stored and disposed of in accordance with all applicable Environmental Laws.

c. City and CRA each reserve the right to cause testing wells to be installed on the Property (and the right to conduct testing at existing wells), and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Without CRA's prior written consent, Development Entity shall not conduct on the Property any sampling or investigation of soil, groundwater, or any other material or matter to determine the presence of any constituents therein.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 EXTRA HAZARDOUS USE Development Entity covenants and agrees that Development Entity will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall increase the rate of property or liability insurance on the Premises or the Property above the standard rate applicable to Premises being occupied for Permitted Uses; and Development Entity further agrees that, in the event that Development Entity shall do any of the foregoing, Development Entity will promptly pay to CRA, on demand, any such increase resulting therefrom, which shall be due and payable as Additional Rent hereunder.

14.2 WAIVER Failure on the part of City, CRA or Development Entity to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by City, CRA, or Development Entity, of any of their rights hereunder. Further, no waiver at any time of any of the provisions hereof by City, CRA, or Development Entity shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

14.3 COVENANT OF QUIET ENJOYMENT Subject to the terms and provisions of this Sublease, on payment of the Ground Rent and Additional Rent and observing, keeping and performing all of the other terms and provisions of this Sublease on CRA's part to be observed, kept and performed, Development Entity shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term, without hindrance or ejection by any persons lawfully claiming under City or CRA to have title to the Premises superior to Development Entity; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

14.4 CITY OR CRA'S LIABILITY

a. The CRA and City's liability in entering into this Sublease is limited. In no event shall City or CRA ever be liable to Development Entity for any loss of business or any other indirect or consequential damages suffered by Development Entity from whatever cause. With respect to any repairs or restoration which are required or permitted to be made by City or CRA, the same may be made during normal business hours and City or CRA shall have no liability for damages to Development Entity for inconvenience, annoyance or interruption of business arising therefrom.

14.5 ADDITIONAL RENT If Development Entity shall fail to pay when due any sums under this Sublease designated as Additional Rent, CRA shall have the same rights and remedies as CRA has hereunder for Development Entity's failure to pay Ground Rent.

14.6 INVALIDITY OF PARTICULAR PROVISIONS If any term or provision of this Sublease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

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

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

If to Development Entity:

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

With a copy to:

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

With a copy to:

City Engineer
Cambridge Department of Public Works
147 Hampshire Street
Cambridge, MA 02139

14.8 WHEN LEASE BECOMES BINDING; ENTIRE AGREEMENT

a. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall only become effective and binding on the Execution Date.

b. This Sublease is the entire agreement between the Parties and expressly supersedes any negotiations, considerations, representations and understandings or other written documents between the Parties, and may be modified or altered only by written agreement between the Parties.

14.9 SURRENDER OF PREMISES Upon the expiration or earlier termination of the Term, Development Entity shall peaceably quit and surrender to CRA the Premises in neat and clean condition and in good order, condition and repair, together with all alterations, additions and improvements which may have been made or installed in, on or to the Premises prior to or during the Term of this Sublease, excepting only ordinary wear and use and damage by fire or other casualty for which, under other provisions of this Sublease, Development Entity has no responsibility of repair or restoration. Development Entity shall remove all of Development Entity's Removable Property and, to the extent specified by CRA, all alterations and additions made by Development Entity and all partitions wholly within the Premises; and shall repair any damages to the Premises or the Property caused by such removal. Any Development Entity's Removable Property which shall remain on the Premises after the expiration or termination of the Term shall be deemed conclusively to have been abandoned, and either may be retained by CRA as its property or may be disposed of in such manner as CRA may see fit, at Development Entity's sole cost and expense.

14.10 NO BROKER Development Entity warrants and represents that it has dealt with no broker in connection with the consummation of this Sublease, and, in the event of any brokerage claims against CRA or City predicated upon prior dealings with Development Entity, Development Entity agrees to defend the same and indemnify CRA and City against any such claim.

14.11 DISPUTE RESOLUTION In the event of a dispute between the Parties, pursuant to this Sublease the parties agree that prior to pursuing other available remedies (but excluding the giving of notices of a default by the other party), they will attempt to directly negotiate resolution of their dispute. If negotiation is unsuccessful, then they agree to participate in at least three hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. The mediation session shall be conducted within thirty (30) days of the date on which the mediator receives the request to mediate or such sooner time period as the Parties shall mutually agree upon in the event of an emergency. The costs of such mediation shall be shared equally by the Parties.

14.12 WAIVER OF JURY TRIAL The Parties each waive trial by jury in any action, proceeding or counterclaim brought by either against the other, on or in respect of any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of City and CRA or CRA's use or occupancy of the CRA's Office Space.

14.13 TIME IS OF THE ESSENCE Time is of the essence of each provision of this Sublease.

14.14 FURTHER DEFINITION OF THE CITY When acting as the Landlord under the Master Lease and as a third-party beneficiary under this Sublease, the City shall act through

its City Manager or his or her designee. Approvals under this Sublease shall be subject to further approvals of the City and any of its agencies as may be required by Applicable Law.

14.15 FURTHER DEFINITION OF THE CRA When acting under this Sublease, the CRA shall act through a majority vote of its Board members; provided, however that the CRA may vote to delegate certain of its rights in this Sublease to the CRA's Executive Director.

14.16 MULTIPLE COUNTERPARTS This Sublease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

14.17 GOVERNING LAW This Sublease shall be governed exclusively by its provisions and by the laws of The Commonwealth of Massachusetts as the same may from time to time exist.

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

CRA:

Cambridge Redevelopment Authority

By: _____

Name: Kathleen Born

Title: Board Chair

DEVELOPMENT ENTITY:

By: _____

Name:

Title:

The City of Cambridge is an intended third-party beneficiary of this Sublease, and joins in this Sublease for the purpose of enforcing its rights hereunder. In doing so, the City specifically assumes no liability under this Sublease.

Richard C. Rossi, City Manager

February 25, 2016

EXHIBIT A - THE MASTER LEASE

February 25, 2016

EXHIBIT B - DESCRIPTION OF THE PROPERTY AND PREMISES

February 25, 2016

EXHIBIT C - THE PROPOSAL

February 25, 2016

EXHIBIT D - DEVELOPMENT ENTITY'S PLANS

February 25, 2016

EXHIBIT E - RULES AND REGULATIONS

February 25, 2016

EXHIBIT F - DEVELOPMENT ENTITY'S REPORTING REQUIREMENTS