

MEMORANDUM

To: CRA Board

From: Erica Schwarz

Date: December 16, 2020

Re: 93-99 Bishop Allen Drive Temporary Rental Relocation Space

INTRODUCTION

Since February, CRA staff have been advancing plans for a major renovation of the CRA's property at 93-99 Bishop Allen Drive, which houses nonprofit organizations. It was determined that conducting renovations on a vacant property will be more cost effective for the project than an occupied renovation, and best for the building's nonprofit tenants. Staff have identified temporary swing space for tenants as needed, in advance of the construction phase, scheduled to start in late January.

Staff have also worked with a move manager consultant from STV/DPM to select a moving company and off-site storage for the tenants' office materials. The Board reviewed the selection of the moving company last month and the selection process for storage space is described in a separate memo.

For swing space, the CRA used the Request for Proposal (RFP) method for acquiring a lease for real property under Chapter 30B. This process is required if the value of real property sought is expected to exceed \$35,000. In the months following the release of the RFP, as the COVID pandemic continued, several tenants decided to forgo swing space and continue working remotely, thus reducing the value of cost space leases on the project

CONTRACT SCOPE – RENTAL RELOCATION SPACE

Based on the expected relocation needs as of the issuance of the RFP in June, the CRA sought space that met the following requirements:

- Available under a short term contract, for a minimum of 6 months, with the ability to extend a contract for up to 8 months or longer.
- Providing anywhere from 160 - 13,000 square feet, to accommodate organizations needing between 1 – 40 work spaces and related uses
- On public transit, including the MBTA Red Line or frequent bus lines.
- First priority for locations in Central Square, Cambridge; secondary priority for Cambridge-based locations outside of Central Square; third priority for locations outside of Cambridge.

- Turnkey ready, or at least providing a “warm shell”.
- Include meeting room(s) accommodating up to 8 people and/or accommodating 8 – 20 people.

Tenants that decided to continue to work remotely will be given full rent relief during the renovation, except for the direct costs of their storage needs. Three tenants continued to need swing space. CRA staff identified suitable space for Green Cambridge and The Algebra Project in The Link, the reduced rate nonprofit coworking space at 255 Main Street in Kendall Square. Suitable space for the third tenant, BARCC, was found at 552 Massachusetts Avenue in Central Square, owned by Caru Retail, LLC.

RFP PROCESS: RENTAL RELOCATION SPACE

Date	Activity	Additional Detail
June 22, 2020	Advertising of RFP	
July 8, 2020	Optional Information Session	Manager of three properties attended
July 13, 2020	Responses Started to be Collected	This RFP had a rolling process, with a final deadline of November 30th
July 27, 2020	Public Meetings to open responses collected to date	No attendees
August 24, 2020	Public Meetings to open responses collected to date	Two entities attended; One additional response received after this time was located in Somerville, outside of the top priority areas
December 16, 2020	Board Vote on Recommended Space	

SELECTION RECOMMENDATION

The selection committee was made up of CRA staff Tom Evans and Erica Schwarz. Staff also relied on information collected from tenants regarding their swing space needs.

Five total responses were received. Respondents are listed below with their swing space locations:

- 55 Union Square LLC: 55 Union Square, Somerville (Union Square)
- Caru Retail LLC: 552 Massachusetts Ave & 614 Massachusetts Ave, Cambridge (Central Square)
- CIC (Cambridge Innovation Center): 1 Broadway, Cambridge (Kendall Square)
- TSNE MissionWorks: The Link, 225 Main Street, Cambridge (Kendall Square)
- Workbar: 45 Prospect Street, Cambridge (Central Square)

Due to the diminished need for swing space as a result of COVID, only two sites were selected, both in Cambridge: 552 Massachusetts Avenue offered by Caru Retail LLC and 225 Main Street, offered by TSNE MissionWorks.

CONTRACT TERM

Green Cambridge and The Algebra Project will enter into license agreements with TSNE, the Operator of The Link, directly and are not included in the motion proposed below.

The CRA proposes to enter into a temporary lease with Caru Retail, LLC for BARCC's relocation space for a lease term that will start on December 28, 2020 with a rental payment term that will start on January 2, 2021. The lease term will be nine months, with the option to extend on a month by month basis for two additional months, by providing 90 days written notice to the landlord. The CRA would offer this space to BARCC under a sublease agreement.

CRA staff determined that no tenant's swing space could exceed their rent under their current lease at 93-99 Bishop Allen Drive, as the leases allow the landlord to relocate tenants under the terms of their lease.

The gross rental fee for BARCC's relocation space at 552 Massachusetts Ave is \$6,421 a month or \$57,789 for nine months. The CRA proposes to charge BARCC their same per square foot rental rate from their suite at Bishop Allen Drive for their swing space. The CRA would cover the remainder of the cost, which totals \$20,664 for the expected nine-month term.

CRA BOARD MOTION

Motion: To approve the nine-month lease for space from Caru Retail LLC at 552 Massachusetts Avenue in Central Square and a corresponding sublease to the Boston Area Rape Crisis Center to provide tenant swing space during the renovation project.

EXHIBITS

Exhibit A: RFP for Rental Relocation Space at 93-99 Bishop Allen Drive

Exhibit B: Lease with Caru Retail LLC for 552 Massachusetts Avenue

Exhibit C: Draft Sublease Agreement with BARCC

RFP

Short Term Office Space For Nonprofit Programs & Administration

FOR THE 93-99 BISHOP ALLEN DRIVE RENOVATION PROJECT

The Cambridge Redevelopment Authority is seeking proposals from commercial property owners to provide office and meeting space for lease. Space is needed for nonprofit tenant relocation during a 6 - 8 month renovation project at 93-99 Bishop Allen Drive, which is now occupied by 11 nonprofit community service providers with employee counts of 1 – 40 people. This RFP may be satisfied by multiple proposals from different respondents.

The CRA adheres to the City of Cambridge's commitments to contracting and sub-contracting to Minority and Women Owned Business. The CRA reserves the right to reject any or all proposals, waive any minor informality in the proposal process, and accept the proposal deemed to be in the best interest of the CRA.

The successful respondent (the "Contractor") must be an Equal Opportunity Employer.

Copies of the Request for Proposals may be downloaded from the CRA website at: www.CambridgeRedevelopment.org/jobs-contracting on and after **June 22, 2020**.

Respondents are invited to an optional online information session on **Wednesday, July 8, 2020, at 11:00 am**. To join the information session, respondents must register by July 7th by emailing Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

Responses will be accepted starting on Monday July 13, 2020 via email. *The proposal process will remain open until the CRA's needs for office relocation space has been met*, expected no later than November 30, 2020. All proposals will become public information. The CRA will hold a public Zoom meeting on Monday July 27th at 2:00 pm and on Monday August 24th at 2:00 pm to record the name of each respondent to date and the property being offered. Those wishing to attend the proposal opening meetings must email ESchwarz@CambridgeRedevelopment.org by Friday July 24th and Friday August 21st respectively.

The status of this RFP will be updated at: www.cambridgeredevelopment.org/jobs-contracting

Respondents interested in receiving RFP addenda and updates must provide a working email address to Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

1. CONTEXT

In October 2019 the CRA purchased the building at 93-99 Bishop Allen Drive in the Central Square neighborhood of Cambridge, Massachusetts. The building is home to eleven Cambridge-based non-profit organizations who occupy approximately 14,000 square feet of usable space. In the next year, the CRA will conduct a multi-million dollar improvement project in the building. All tenants will need to temporarily relocate during the 6 – 8 month construction period.

The RFP is being issued consistent with the CRA's Procurement Policy, and the requirements for services procurements set forth in M.G.L. Chapter 30B. The most advantageous offers from responsive and responsible proposers, taking into consideration all evaluation criteria and price, will be selected to provide short term office rental space.

2. PROPOSAL SUBMISSION GUIDELINES

Responses will be received starting on July 13, 2020. The proposal process will remain open until the CRA's needs for office relocation space has been met, expected no later than November 30, 2020. This RFP may be satisfied by multiple respondents. No decision will be made to enter into any contracts for space under this RFP before August 1, 2020.

To submit a proposal respondents must **provide one electronic response** marked "[Your Firm Name] Bishop Allen Drive Rental Relocation" to Erica Schwarz, at ESchwarz@CambridgeRedevelopment.org **on or after July 13, 2020**. The response may be emailed or provided via a weblink through Dropbox, Google Drive or similar site that CRA staff can access. You will receive an email confirmation of receipt of your submission within one business day. Delivery to any other CRA staff person does not constitute compliance with this paragraph. It is the responsibility of the applicant to assure proper delivery.

Respondents interested in receiving RFP addenda or information about when the process will close must provide a working email address to Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

The CRA is not liable for any cost incurred by the Respondents in the preparation of Proposals. The CRA may request additional information in support of proposals after proposals are submitted.

Note: All selected proposers will be required to submit [a disclosure of beneficial interest](#) to the Division of Capital Assets Management and Maintenance (DCAMM) as required by MGL chapter 7C, section 38 before signing a rental agreement with the CRA.

3. INFORMATION SESSION

Interested bidders (Respondents) are encouraged to attend an optional online information session on **July 8, 2020, at 11:00 am**. You must register by July 7th by emailing: ESchwarz@CambridgeRedevelopment.org.

Respondents unable to attend the information session will be able to view the session within 24 hours after it is completed by emailing Erica Schwarz to request a link for the video.

4. DURATION OF AGREEMENT

The office rental Contract is expected to last between 6 to 8 months, to begin on or near January 1, 2021, (the "Term"). The CRA will prioritize proposals which allow for flexibility by allowing for a month to month contract that may extend for a total of eight months or longer.

5. OFFICE SPACE REQUIREMENTS

Core Requirements

The CRA seeks short term rental contracts for approximately 13,000 total square feet of usable office space. The square footage required may be located among different properties. The CRA may select and contract with multiple respondents to meet this need. Successful respondents will offer space that meets the following Office Space Requirements:

- Available under a short term contract, for a minimum of 6 months, with the ability to extend a contract for up to 8 months or longer.
- Providing anywhere from 160 - 13,000 square feet, to accommodate organizations needing between 1 – 40 work spaces and related uses, or approximately 160 – 5,500 square feet each.
- On public transit, including the MBTA Red Line or frequent bus lines.
- First priority for locations in Central Square, Cambridge; secondary priority for Cambridge-based locations outside of Central Square; third priority for locations outside of Cambridge.
- Turnkey ready, or at least providing a “warm shell”.
- Include meeting room(s) accommodating up to 8 people and/or accommodating 8 – 20 people.

Special Amenities

A respondent may be successful providing space that only meets the requirements above. However, some tenants require additional space characteristics; the CRA will select some respondents due to their ability to provide the following Special Amenities:

- At least 6,000 square feet of space that is physically accessible for persons with disabilities.
- On site or immediately adjacent parking for 3 - 10 vehicles.
- Access to kitchenette(s) for office space users.
- At least one private office in spaces between 500 and 1,000 square feet; At least two private offices in spaces of 1,000 to 2,000 square feet. At least four private offices in spaces of at least 2,000 square feet.
- An office space for a tenant requiring 40 work spaces or approximately 5,500 square feet that includes within that square footage four private meeting rooms that can accommodate 2 – 6 people as well as additional meeting room(s) for 10 - 20 people.
- One large meeting room, or set of rooms, accommodating 50 people at one time, preferably adjacent to office space of at least 1,200 square feet.
- Two meeting rooms accommodating 20 – 25 people at one time, preferably adjacent to an office space of at least 1,200 square feet.
- One meeting rooms accommodating 20 – 25 people at one time, in the same building as an office space of approximately 500 square feet.
- Regular access to a recording studio or provision of a sound proofed space suitable for bringing in and using recording equipment

A detailed overview of space needs is included as Exhibit A

6. EVALUATION AND SELECTION CRITERIA

The CRA has determined that the selection of the most advantageous proposal requires comparison of factors in addition to price, because of the unique administrative and programmatic needs of each tenant who will need space.

CRA Staff will evaluate each RFP response on a rolling basis in order to choose any number of finalists whose rental properties we will visit and with whom we may engage in rental contract negotiations.

The CRA will rank respondents meeting the following characteristics more favorably:

- Provides all of the Core Requirements listed in Section 5.
- Has at least three (3) years of experience owning and serving as the lessor of commercial office space for rent. Five (5) years is preferred.
- Employs a professional property management service to maintain the property.
- Offers a total rental cost that is competitive as compared to other respondents for comparable space, including any cost per square foot, gross up factor, triple net expenses, utility fees or other expenses.

See Respondent Scoring Chart below.

	Highly Advantageous	Advantageous	Non-Advantageous
Meets the Core Space Requirements listed in Section 6	Meets all of the requirements, including a location in Central Square, Cambridge.	Meets all of the Requirements, but space is located outside of Central Square in Cambridge, or is located outside of Cambridge	Does not meet one or more of the Office Space requirements
Meets the Special Amenities Requirements listed in Section 5	Can provide all of the Special Amenities listed in Section 5	Can provide at least one of the Special Amenities listed in Section 5	Cannot provide any of the special amenities listed in Section 5
Capacity and Experience	At least 5 years owning and acting as the lessor for commercial office space	At least 3 years owning and acting as the lessor for commercial office space	Fewer than 3 years owning and acting as the lessor for commercial office space.
Property Management	Provides professional property management services for rental space	Provides professional property management services for rental space	Does not provide professional property management services for rental space
Total fees for a 6-month contract	The proposed total costs for a 6-month contract, including total rental fees and any brokerage fee, are lower than those of other respondents' fees, for comparable space.	The proposed total costs for a 6-month contract, including total rental fees and any brokerage fee, are similar than those of other respondents' fees, for comparable space.	The proposed total costs for a 6-month contract, including total rental fees and any brokerage fee, are significantly higher than those of other respondents' fees, for comparable space.
Additional fees for extending to an 8-month contract	The additional cost to extend to an 8-month contract is lower than those of other respondents' fees, for comparable space.	The additional cost to extend to an 8-month contract is similar than those of other respondents' fees, for comparable space.	The additional cost to extend to an 8-month contract is significantly higher than those of other respondents' fees, for comparable space.

7. RFP SUBMISSION REQUIREMENTS

In order to qualify for the work on this project, Respondents must submit a proposal which adheres to the format outlined below and includes all information requested in this section.

Respondents are required to submit the following information via email attachment or an email that includes a web link to Erica Schwarz at ESchwarz@CambridgeRedevelopment.org.

The written part of your proposal, not including photos and the required forms listed in Part 5 below, must not exceed 5 pages. The total electronic file size must not exceed 10MB.

Part 1: Description of Property Owner

Provide a brief overview of the property owner including:

- Name of property owner
- Total square footage of commercial rental property owned, and what percentage is office space vs other uses
- Total years in operation to date as a commercial property owner
- If the property owner is a MWBE (Minority of Women Owned Business Enterprise)

Part 2: Space Description

Provide a written overview of the office space available, including:

- Address, including which floor(s) contain the space being offered
- Total usable square feet
- Number of private offices and amount of square footage available for cubicles or an open work plan
- The number of meeting rooms and the number of people each room may accommodate
- Proximity to the MBTA red line and to the closest MBTA bus line. State which number bus line.
- If the space is fully accessible for persons with disabilities.
- The number and proximity of bathrooms
- All included amenities, such as kitchenettes, and any additional amenities available for a fee
- Dates of availability
- Photo(s) of all relevant rooms/spaces

Part 3: Property Management Description

Provide a brief description of the property management for the space, including if the space retains a professional property management service, if so, the name of the property management firm, and frequency of professional cleaning of the space.

Describe if there are any restrictions regarding days or times when tenants may move in or move out of the space.

Part 4: Leasing and Fee Structure

Describe if the space is being offered via a broker and if there will be a brokerage fee charged to the CRA. Describe the proposed rental fee per square foot and all other charges expected under the lease contract. Describe if utilities are included. If the lessee must pay utilities directly, include a monthly estimate of utility costs.

Describe if the site may be contracted month to month basis, and what the terms for extending the contract from 6 months to a longer term may be.

Part 5: Forms

Complete and provide the Non-Collusion, Non-Discrimination, and Tax/Employment Statements forms provided in Appendix B

8. OTHER PROVISIONS

RENTAL TERMS AND CONDITIONS

The following terms will be required to be included in a written rental contract with successful respondents, to be signed by the CRA and the successful respondents before the office space is occupied by the CRA's tenants:

- Statement that the party to the lease and the party to receive notices under the lease will be the Cambridge Redevelopment Authority.
- The address, location, size and general description of the space to be provided under contract.
- The duration of the contract, including options for extension
- The rental fee structure, including for any periods of extension, when payments are due and how payment may be made, and any additional fees, such as a gross up factor, utilities, or operating expenses.
- The responsibilities and obligations of each party for maintenance, cleaning, utilities, trash removal, snow removal, liability and casualty insurance
- Specification of what will constitute cause to terminate the rental contract, what notice must be provided prior to termination and what opportunity must be granted to correct a problem.
- The contract must prohibit any activity that would constitute a violation of the Massachusetts Conflict of Interest Law
- Specify that the lease constitutes the entire agreement and that there are not agreements other than those incorporate within it.
- The lessor will be required to complete a certificate of tax compliance and [provide a disclosure of beneficial interests](#) to the Massachusetts Division of Asset Management and Maintenance (DCAMM) in order to enter into a rental contract with the CRA

ARBITRATION

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this Agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Respondents, the CRA and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be governed by the law of the City of Cambridge and the Commonwealth of Massachusetts.

The Respondents, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the Owner nor the Respondent shall assign, sublet, or transfer any interest in the Agreement without the written consent of the other.

The Agreement will represent the entire and integrated Agreement between the Owner and the Respondents and supersedes all prior negotiation, representations, or agreements; either written or oral. The Agreement may be amended only by written instrument signed by both the Owner and the Respondents.

APPENDICES

- A. Detailed Chart of Space Needs (related to summary on page 3)
- B. Non-Collusion, Non-Discrimination, Tax/Employment Statements

APPENDIX A: Detailed Chart of Space Needs (summary on page 3)

Every Configuration Also Requires Room for Filing Cabinets and other Storage	Total Work Spaces	Private offices Needed (as part of total work spaces)	Meeting Rooms	Additional Space Needs	Physical Accessibility	Location (in addition to preferences for Central Square or elsewhere in Cambridge)	Other
Configuration A	40	4 private offices or 2 phone rooms and 2 private offices	Exclusive use of 4 meeting rooms for 2 - 6 people, and 3 meeting rooms for up to 10 people		Meeting rooms of up to 6 people must be accessible for persons with disabilities	Must be on major public transit route.	
Configuration B	13	At least 1 private office	Meeting space for up to 50 people 3 times a week from 5-8 pm, and daytime meeting space for up to 12 people. These spaces can be the same room.		Accessibility for persons with disabilities strongly preferred	Must be on major public transit route	3 parking spaces; widely available street parking may suffice
Configuration C	10	At least 1 private office and 2 phone rooms. With at least 3 private offices no phone rooms needed	2 meeting rooms that can each accommodate 25 - 30 people. Needed multiple afternoons and evenings a month; can be a shared space	Sound studio or sound proofed room; Sound studio not attached to office space may be considered.	All spaces including sound studio must be accessible for persons with disabilities	Must be on major public transit route	2 parking spaces; widely available street parking and/or disability parking spaces adjacent to the building may suffice.
Configuration D	10	At least 2 private offices	Meeting room for up to 5 people, additional meeting room for up to 12 people.				
Configuration E	5	No private offices needed	Meeting room needed intermittently (can be shared) for up to 10 people.			Must be on major public transit route	
Configuration F	4	No private offices needed	Meeting room for up to 5, additional meeting room for up to 20. Larger room is needed 2ce a week; can be shared.			Must be on MBTA red line	
Configuration G	10	can be open concept	Meeting room for up to 6 people.			Ideally on major public transit route	
Configuration H	3	No private offices needed				Must be easily accessible by foot or public transit to Harvard Square	
Configuration I	1	No private offices needed	Meeting space for up to 3 people needed intermittently; can be shared.				

Every Configuration Also Requires Room for Filing Cabinets and other Storage	Total Work Spaces	Private offices Needed (as part of total work spaces)	Meeting Rooms	Additional Space Needs	Physical Accessibility	Location (in addition to preferences for Central or elsewhere in Cambridge)	Other
Configuration J	3	2 private offices	Meeting room for up to 6 people; can be shared with Configuration K or with other tenants	Ideally located on same floor or even in shared office space with Configuration K			
Configuration K	5	At least 2 private offices	Meeting room for up to 6 people; can be shared with Configuration J or with other tenants. Additional meeting space for 20-25 people, adjacent to two of the work spaces, and available at least from 2 - 6 pm Monday - Thursday.	Ideally located on same floor or even in shared office space with Configuration J		Must be on major public transit route	
TOTAL	104	14					

APPENDIX B: NON-COLLUSION, NON-DISCRIMINATION, AND TAX/EMPLOYMENT STATEMENTS

NON-COLLUSION, NON-DISCRIMINATION, and TAX/EMPLOYMENT STATEMENTS

NON-COLLUSION STATEMENT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the RFQ response, to prevent any person from responding nor to include anyone to refrain from responding, and that this response is made without reference to any other response and without any agreement, understanding or combination with any other person in reference to such response.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RFQ FOR THE CRA ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

Name of Organization,

Title of Person Signing

Signature

NONDISCRIMINATION STATEMENT

The Consultant agrees:

1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law.
2. The Consultant shall provide information and reports requested by the Cambridge Redevelopment Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Cambridge Redevelopment Authority to affect the Consultant's obligations.
3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.
4. The Consultant's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Cambridge Redevelopment Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.
5. The Consultant shall indemnify and save harmless the Cambridge Redevelopment Authority from any claims and demands of third persons resulting from the Consultant's non-compliance with any provisions hereof, and shall provide the Cambridge Redevelopment Authority with proof of applicable insurance.

Signed (type name): _____

Title: _____

Date: _____

CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991,

I _____ (Name) whose principal place of business is located at _____ (Address), do hereby certify that:

A. The above-named Respondent has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.

B. The above-named Respondent/Employer has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

C. The undersigned hereby certifies that the Respondent/Employer (please check applicable item):

1. _____ employs fewer than fifty (50) full-time employees; or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this _____ day of _____, 202__.

Federal Identification Number: _____

Signed (type name): _____

Title: _____

Date: _____

93-99 BISHOP ALLEN DR RELOCATION RFP: ADDENDUM 1

Issued July 13, 2020

INTRODUCTION

The questions below have been submitted in writing to the CRA or transcribed from verbal questions and answers during the Zoom Meeting Information Session on July 8, 2020. This document may be found online at: www.cambridgeredevelopment.org/93-99bishopallen

NEW INFORMATION

Since the RFP was posted, the number of organizations requiring swing space has dropped from 11 to 8, representing a decrease in total space needed to approximately 11,400 square feet. This represents a decrease in work spaces need by 17, for a total current need of 87 work spaces, plus the range of meeting and other spaces noted in the RFP.

QUESTIONS AND ANSWERS

1. What is the current square footage of each organization and their current staffing? Do they have space needs beyond work desks?

The largest organization currently occupies nearly 6,000 square feet with approximately 40 work spaces, plus four small rooms for confidential counseling and additional staff meeting rooms holding 10 – 20 people. Three organizations occupy between 1,200 and 2,000 square feet, with 10 – 13 work spaces. Three organizations with 3 – 5 employees each have between 400 square 800 square feet. One has approximately 300 square feet of space and 1 staff. Some groups' square footage is inefficiently used and is currently larger than needed if space was better laid out. Square footage estimates provided in the attached chart may be more appropriate.

Three organizations run youth programs, requiring space for youth to gather from the late afternoon into the evening. While these programs have been remote due to COVID, each organization is considering how they may resume some level of in-person programming. It is expected that those groups may require the same amount of gathering space they use now, but that they may engage fewer participants at one time.

2. The RFP has an attachment listing each organization by a letter and detailing their space needs. Can you provide more detail on what months/days/times of day that groups will need meeting rooms and other non work space amenities?

An updated chart is attached.

3. What role with the CRA play with regard to moving tenants in and out?

The CRA will be hiring a professional move manager to oversee the logistics of moving tenants from their current location on Bishop Allen Drive to their swing space in January and back again 6-8 months later.

4. Do you expect to secure furnished space or unfurnished?

It is assumed that tenants will be moving with their own desks, filing cabinets and other furnishings. We are open to leasing furnished space if it is priced competitively.

5. My business does not offer leases. Our contracts for space are licenses. Is that okay?

Yes. The CRA expects to enter into a contract to use space on a short term basis. We are open to a variety of contract structures or types.

6. Who will hold the contract for the relocation space?

The CRA will hold all contracts for the temporary office space.

7. Some of my business's pricing is proprietary. Can I submit the RFP with general information about price, and submit an additional document that will be kept confidential which includes proprietary details?

The CRA must receive enough information regarding pricing to be able to make a transparent and sound decision regarding suitable space and price. This includes being able to compare the costs submitted by multiple parties. We expect to enter into contracts with multiple property owners, so expect that the fees we will pay for space may vary slightly from site to site.

8. What is the current rent roll? Will you be looking to match that cost?

The current monthly rental income is \$31,535 a month for the 8 tenants who now occupy approximately 11,000 square feet of space and need to be relocated. The CRA also now collects \$1,275 a month in parking fees. The CRA understands that rental rates in Central Square and other areas of Cambridge that are well served by public transit tend to be higher than the rates currently paid by our nonprofit tenants. Decisions will be made based on responses that meet the criteria outlined in the RFP as well as that provide competitive pricing.

Each Configuration Also Requires cabinets/storage	Total Work Spaces	Approximate Work Space Sq Ft Needed	Private offices Needed (as part of total work space sq ft)	Meeting Rooms Needed In Addition to Total Work Space Sq Ft	Additional Space Needs	Physical Assessability	Location (in addition to preferences for Central Square or elsewhere in Cambridge)	Other
A	40	5,700	4 private offices or 2 phone rooms and 2 private offices	4 meeting rooms for 2-6 people are required on a regular (weekday, evening and weekend) basis as part of the core rental space. Additional meeting room for up to 10 people are needed multiple times during the daytime work week, but can shared/reserved as needed		All meeting rooms of up to 6 people must be handicapped accessible	Must be on major public transit route, ideally on red line in Cambridge.	
B	13	1,300	At least 1 private office	Meeting space for 50 people is required Tuesday, Wednesday and Thursday evening from 5-8 pm from January to June. Meeting room for 13 people is needed multiple times a week and can be shared/ reserved as needed.		Preferred, not required	Must be on major public transit route	3 parking spaces; widely available street parking may suffice
C	10	1,300	At least 1 private office and 2 phone rooms. With at least 3 private offices no phone rooms needed	Room for 20 people needed every Wednesday, 2:30 - 8 pm. Room for 5 people needed every Wednesday from 4-8 pm. Room for 25 people needed 1 - 2 additional times a month on a weekday between 4-8 pm.	Sound studio or sound proofed room; Sound studio not attached to office space may be considered.	All spaces including sound studio must be handicapped accessible	Must be on major public transit route	2 parking spaces; widely available street parking and/or disability parking spaces adjacent to the building may suffice.
D	10	1,400	At least 2 private offices	Tenant will need at least one small meeting room (for 6 people) as part of their core rental space. Additional meeting room for up to 15 people can be shared / reserved as needed.	Ideally this tenant will have a reception or other area for receiving guests that is visually or physically separate from employee's work areas.			
E	5	600	No private offices needed	Meeting room needed multiple times a week for up to 10 people during the weekday. It can be shared / reserved as needed.			Must be on major public transit route	
F	1	100	No private offices needed	Meeting space for up to 3 people needed intermittently during weekdays; can be shared / reserved as needed				
G	3	400	2 private offices	Meeting room for up to 6 people needed during weekday ; can be shared with Configuration K or with other tenants	Ideally located on same floor or even in shared office space with Configuration K			
H	5	600	At least 2 private offices	Meeting space needed for 20-25 people, adjacent to two of the work spaces, and available from 2:30 - 6:00 pm Monday - Thursday. Additional meeting room for up to 6 people needed during weekdays; can be shared with Configuration J or with other tenants.	Ideally located on same floor or even in shared office space with Configuration J		Must be on major public transit route	
TOTAL	87	11,400	14					

LEASE

THIS INSTRUMENT is a Lease in which the Landlord and the Tenant are the parties hereinafter named, and which relates to space in the building known as and numbered 552 Massachusetts Avenue ("Building") 2nd floor, Suites 204 and 213, approximately 1,650 Rentable Square Foot Cambridge, Massachusetts which Building is situated on a certain parcel of land containing approximately 11,791 sq. ft. (the "Land").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I
BASIC LEASE PROVISIONS

1.1 INTRODUCTION. The following sets forth basic data and, where appropriate, constitutes definitions of the term hereinafter listed.

1.2 BASIC DATA:

Date: December 17, 2020

Landlord: CARU Retail LLC

Landlord's Address: 620 Massachusetts Avenue, Cambridge MA 02139

Tenant: Cambridge Redevelopment Authority

Tenant's address: _255 Main Street, 8th Floor, Cambridge, MA 02142_

Lease Term: Nine (9) months, with the option to extend on a monthly basis, for up to two (2) additional months, with a 90-day written notice sent to Landlord to exercise each 30-day extension in advance.

Lease Commencement December 28, 2020

Rent Commencement Date: January 2, 2021

Lease Expiration Date: Nine (9) months from Lease Commencement Date.

Base Rent: \$6008.50 per month

Tenant Utilities: \$412.50 per month for heating, air conditioning and electricity.

Use General business use

Total Rentable Square Feet of the Building: 34,617 square feet.

Premises Rentable Area: Approximately 1,650 rentable square feet.

Tenant's Proportionate Share: 4.77%

Description of the Premises: That portion of the Building at 552 Massachusetts Ave, Cambridge, MA 02139, Suites 204 and 213 containing in the aggregate, 1,650 square feet square feet of rentable area on the 2nd floor (herein the "Premises").

ARTICLE II
DESCRIPTION OF PREMISES

2.1 LEASE OF PREMISES. Landlord hereby demises and Leases to Tenant, and Tenant hereby agrees to rent from Landlord, the Premises suitably identified in the foregoing portions of this Lease.

Excepted and excluded from the Premises are the roof or ceiling, floor and all perimeter walls of the Premises, except the inner surfaces thereof, but the entry doors to the Premises are not excluded from the Premises; and Landlord further reserving the right to replace, maintain, repair, install and use ducts, utility lines, pipes and the like, to serve the Building and to replace, maintain, and repair such utility lines, pipes and the like in, over and upon the Premises, as necessary at Landlord's sole discretion.

2.2 APPURTENANT RIGHTS. Tenant shall have, as appurtenant to the Premises, rights to use in common (subject to reasonable rules of general applicability to tenants and other users of the Building from time to time made by Landlord of which Tenant is given notice): (a) the common lobbies, corridors, stairways, and elevators of the Building, and the pipes, ducts, conduits, wires and appurtenant meters and equipment serving the Premises in common with others: (b) common walkways necessary for access to the Building; (c) if the Premises include less than the entire rentable floor area of any floor, the common toilets, corridors and elevator lobby on such floor and serving the Premises; (d) the unassigned use of Tenant's share of Parking Spaces, if any, and (e) all other areas or facilities in or about the Building from time to time intended for general use by Tenant, other Building tenants, and Landlord. Landlord shall cause Tenant's name to be listed on a building directory in the Building lobby.

2.3 TENANT IMPROVEMENTS. Premises will be delivered as is.

ARTICLE III
TERM OF LEASE

3.1 LEASE TERM. The term of this Lease shall be the period specified in Section 1.2 hereof as the "Lease Term".

3.2 Intentionally Deleted.

3.3 CONCLUSIVENESS OF LANDLORD'S PERFORMANCE. Except to the extent to which Tenant shall have given Landlord written notice (latent defects excluded), not later than the end of the first full calendar month next beginning after the date upon which Tenant first takes possession of the Premises, with respect to whether Landlord has not performed Landlord's obligations under 2.3, Tenant shall have no claim that Landlord has failed to perform any of Landlord's obligations under 2.3. As to any latent defects, unless Tenant has given written notice to Landlord no later than the end of the first full calendar month next after the date upon which Tenant first takes possession of the Premises specifying such latent defects, Tenant shall have no claim against Landlord therefore.

3.4 Intentionally Deleted.

ARTICLE IV
RENT, TAXES, OPERATING COSTS AND OTHER EXPENSES

4.1 RENT. Tenant agrees to pay to Landlord at the address provided in Section 1.2 entitled "Landlord's Address", or such other place or to such other person as Landlord may designate in writing as Base Rent for the Premises, the rent as outlined in the Rent Schedule in the same section 1.2, payable in monthly installments in advance on the first day of each month during the term of this Lease without deduction, set off, prior notice or demand, in lawful money of the United States. It is acknowledged and agreed that the rent for the first payable month is due and payable upon execution of the Lease.

Rent for any partial month shall be paid by Tenant to Landlord at such rate on a pro rata basis, and, if the term of this Lease commences on a day other than the first day of the month, the first payment which Tenant shall make to Landlord shall be a payment equal to a proportionate part of such monthly rent for the partial month from the then commencement date to the first day of the succeeding month, and the rent for such succeeding calendar month.

Other charges payable by Tenant on a monthly basis, as hereinafter provided, likewise shall be prorated for any partial month, and the first payment on account thereof shall be determined in similar fashion; and other provisions of this Lease calling for monthly payments shall be read as incorporating this undertaking by Tenant.

4.2 Intentionally deleted.

4.3 Intentionally deleted.

4.4 SECURITY DEPOSIT. It is acknowledged that on November 6, 2020 the Tenant mailed to the Landlord the amount of \$6009, which was received by the Landlord on November 13, 2020. Said payment will be held as security for the Tenant's performance as herein provided. The security deposit will be refunded to the Tenant within thirty days of Lease Termination, subject to the Tenant's satisfactory compliance with the Lease Terms. It is explicitly understood and agreed that the security deposit will not be used to pay or to credit any rent due hereunder, including but not limited to the last month's rent. The Tenant agrees it will not be entitled to any interest from Landlord for the security deposit. The Tenant agrees that Landlord will not be obligated to segregate said security deposit, but may deposit same in account with other funds owned by the Landlord. In the event Tenant defaults in respect of any term or provision of this Lease, including without limitation, payment of rent, Landlord may use, apply or retain the whole or any part of such security deposit for the payment of any rent in default or for any sums which Landlord may spend or be required to spend by reason of Tenant's default, whereupon Tenant shall promptly restore such security deposit to its original amount.

4.5 UTILITIES. Tenant shall pay prior to delinquency, directly to the company furnishing same, all charges for telephone and internet services and all other services contracted by the Tenant to the Premises during the Term, and for so long as Tenant occupies any portion of the Premises. Tenant agrees to pay Landlord monthly for electrical and HVAC as specified in Section 1.2 of this Lease.

Tenant covenants and agrees that at all times its use of any of the utility services shall never exceed the capacity of the mains, ducts and conduits bringing utility services to the Building or the Premises.

Landlord shall not be liable for any interruption or failure of utility services on the Premises not caused by Landlord.

ARTICLE V USE OF PREMISES

5.1 PERMITTED USE. Tenant agrees that the Premises shall be used and occupied by Tenant only for the purpose specified as the Use thereof, in Section 1.2 of this Lease, and for no other purpose or purposes.

Tenant further agrees to conform to the following provisions during the entire Lease Term:

- a) No auction, fire, distress, bankruptcy or other type sales may be conducted within or without the Premises without the prior written consent of Landlord;
- b) Tenant shall cause all freight to be delivered or removed, and all garbage or refuse to be removed from the Building and the Premises in accordance with reasonable rules and

regulations therefore established by Landlord; and until removal is affected, Tenant shall keep all garbage or refuse in the Premises suitably covered and deodorized.

c) Tenant shall take any and all reasonable steps required to prevent insect and vermin infestation of the Premises, and shall maintain such practices as Landlord may require reasonably to that end;

d) Tenant shall not place on the interior or exterior walls (including both interior and exterior surfaces of windows, and doors), or on the roof of the Building or in any other part of the Building or the Premises, any signs or any symbol, advertisement, neon light, other light or other object or thing visible to public view outside of the Premises without the prior written consent of Landlord, except signs or lettering on the entry doors to the Premises of the type commonly and customarily used for purpose of identifying and locating the Premises. Where Landlord establishes reasonable standards for such signs, Tenant agrees to conform to the same and to submit for Landlord's prior approval, such approval not to be withheld unreasonably, a plan or sketch of the sign to be placed on such entry doors. Without limitation, lettering on windows is expressly prohibited;

e) Tenant shall not perform any act or carry on any practice which may injure the Premises or any part of the Building, or overload the floors or walls beyond design loads, or cause any offensive odors or loud noise, or constitute a nuisance or menace to any other tenant or tenants or other persons in the Building, nor shall Tenant permit or commit any waste;

f) Intentionally deleted.

g) Tenant shall not alter or add to the Premises except, on each occasion, in accordance with written consent from Landlord, which consent Landlord agrees not to withhold unreasonably. All allowed alterations or additions shall be at the Tenant's expense and shall be in quality at least equal to the present construction and made in accordance with all applicable laws. All permanent Leasehold alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein except trade fixtures, equipment, machinery, personal property, appliances, environmental fans, electrical equipment, and other equipment required for permitted use. However, at the expiration of this Lease, the Tenant shall remove all of the Tenant's goods, including without limitation, trade fixtures, equipment, machinery appliances, waste water treatment equipment, effects and property as are in the Premises; as well as such of the alterations and additions made by Tenant, if any, as Landlord may request; and the Tenant shall repair, at Tenant's sole cost and expense, any damage caused by such removal and restore the Premises to the condition they were in on the Commencement Date or as permitted or required hereunder.

h) Tenant will always conduct its operations in the Premises and make any permitted alterations or improvements in compliance with all applicable laws, rules, regulations and ordinances affecting the Premises or the specific conduct of its business in the Premises; and if any governmental license or permit shall be required for the proper and lawful

conduct of the Tenant's business in the Premises, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant shall at all times comply with the terms and conditions of each such license or permit. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any order, ordinance, law, rule or regulation of any public authority required solely because of Tenant's particular use of the Premises, at Tenant's sole cost and expense.

i) The Landlord will be invited to bid on any and all construction work (improvements, alterations, repair or maintenance) to be performed at the Premises, and permitted to meet the bid of the construction company finally selected by the Tenant to do such construction work (if other than that of the Landlord). It is understood and agreed that all of the companies bidding on any construction within the Premises will hold a valid Massachusetts Builder's License and will have been in business a minimum of ten years and will have an office and clerical staff. It is further understood and agreed that the successful bidder of any construction will have, at all times a licensed job superintendent who is under direction of a project manager, other than the company owner, on site during the construction.

ARTICLE VI ASSIGNMENT AND SUBLETTING

6.1 LANDLORD'S CONSENT. Tenant shall not, without first obtaining on each occasion the written consent of the Landlord, which consent shall not be unreasonably withheld, (i) assign this Lease, (ii) sublet the whole or any part of the Premises, (iii) license any person or entity to use or occupy all or any part of the Premises, (iv) grant any person or entity the use, benefit, enjoyment or right to occupy the whole or any part of the Premises, including without limitation any such arrangement pursuant to a "management contract," so-called, or (v) transfer the whole or any part of the Tenant's interest hereunder, whether by absolute transfer or transfer by way of security. No consent by the Landlord pursuant to this paragraph shall be deemed a waiver of the obligation to obtain the Landlord's consent on any subsequent occasion; no waiver of the foregoing restrictions or any portion thereof shall constitute a waiver or consent in any other instance; and the Tenant shall remain at all times responsible for the performance of all of the terms, condition, covenants or agreements contained in this Lease.

The foregoing prohibition shall not apply to assignments of the Lease to a subsidiary or affiliate of Tenant, in which Tenant holds a majority interest. Additionally, the Landlord hereby pre-approves the sublet of the entire Premises for the Term of the lease to the Boston Area Rape Crisis Center.

The sale, issuance or transfer of any voting capital stock of Tenant, or any guarantor of Tenant, or the transfer of a beneficial interest of Tenant, or any guarantor of Tenant, if Tenant be a trust or other entity, which results in a change in the voting control or a change in a beneficiary, as the case may be shall for the purposes of this Section VI, be deemed an assignment and the provisions of this Section VI shall apply. Notwithstanding the foregoing sentence, a transfer of the capital stock of Tenant pursuant to a public offering

shall not be deemed a violation of this Section. In the event the Tenant intends to assign, sublet or part with the possession of the Premises or any part thereof, it shall deliver to the Landlord notice in writing of such intention and the Landlord shall have 30 days from the date of the receipt of such notice within which to elect to terminate the within Lease by notice in writing delivered to Tenant whereupon the within Lease shall be terminated as of the expiration of such 30-day period. In the event that the Landlord does not notify the Tenant of its intention to terminate the within Lease within 30-day period, then the Tenant may with the consent of the Landlord in writing first had and obtained, such consent not to unreasonably or arbitrarily withheld, assign or sublet the Premises, provided further, however, and it is made a condition of the giving of such consent that:

- a) The proposed assignee, sub-lessee or transferee of this Lease shall agree in writing to assume and perform all of the terms, covenants, conditions and agreements by this Lease imposed upon the Tenant herein in the form to be approved by the Landlord;
- b) No assignment, sublease, or transfer shall in any manner release the Tenant from its covenants and obligations hereunder.
- c) Any profits made on any assignment, sublease, or transfer shall be divided equally between Tenant and Landlord, including profit in the manner of rent payments in excess of the rent due hereunder. Any costs incurred including reasonable brokerage, legal and renovation costs are to be paid by the tenant or subtenant.

If Tenant is a corporation, partnership or other legal entity and if the control thereof changes at any time during the term of this Lease, or if all or substantially all of the assets of Tenant shall be sold, assigned or transferred with or without a specific assignment of this Lease or, if Tenant shall merge or consolidate with any firm, corporation or other legal entity, Landlord at its option may, by giving ten (10) days prior written notice to Tenant, declare such change a breach of this Lease subject to the remedies provided for breach in Article XI hereof. Partnership control shall be deemed to have changed if one-third or more of the partners, or of the partners responsible for managing the partnership, have changed at any time during the term of this Lease.

If Tenant is a sole proprietorship, Landlord shall have the option to terminate this Lease in the event of Tenant's incapacity or death upon ten (10) days' prior written notice to Tenant or its legal representative.

In lieu of granting permission to assign or sublet as indicated above, Landlord reserves the right to terminate this Lease and enter into a new Lease with a new tenant.

Tenant shall reimburse Landlord for all reasonable attorneys' fees and legal costs and other expenses incurred by Landlord in connection with or related to any request by Tenant for consent to an assignment, subletting, grant, license or transfer of this lease; including attorneys' fees incurred for the negotiating, drafting, and review of any legal documents related thereto.

ARTICLE VII
CONDITION OF THE PREMISES

7.1 LANDLORD'S AGREEMENT. Except as otherwise provided in this Lease, Landlord agrees at its cost and expense to keep in good order, condition and repair the roof, load-bearing walls, (excluding finish and coverings), foundations and all other structural portions (i.e., load-bearing or otherwise essential to the integrity of the exterior of the Building) of the Premises and the Building, insofar as they affect the Premises including, all HVAC, electrical and plumbing systems, except that Landlord shall in no event be responsible to Tenant for the condition of glass in and about the Premises or for the doors leading to the Premises or for any condition in the Premises or the Building caused by any act or neglect of Tenant or any contractor, agent, invitee, licensee, servant or employee of Tenant.

Between 8:00 a.m. and 6:00 p.m. on weekdays and between 9:00 a.m. and 1:00 p.m. on Saturdays (excluding legal holidays), Landlord shall furnish to Tenant: (i) electricity for lighting of the Premises (the cost of which will be borne by the Tenant), and the common areas and for the operation of normal and customary office machines, (ii) heating, ventilation and air-conditioning service at levels customary for comparable first class office buildings in the vicinity of the Building (the system shall be designed to maintain 74 degrees Fahrenheit indoors, with an outdoor temperature of 95 degrees Fahrenheit for cooling and 68 degrees Fahrenheit indoors with an outdoor temperature of fifteen degrees Fahrenheit for heating), and (iii) water to the Premises.

7.2 MAINTENANCE. In addition to its obligation under Section 7.1, Landlord agrees, with reimbursement by Tenant for its proportionate share thereof in accordance with the provisions of Section 4.3, to otherwise keep, manage, maintain and operate the common areas of the Building (including snow removal and landscaping), in good condition and repair, provided that Landlord shall not be responsible for any condition caused by the act or neglect of Tenant or any contractor, agent, invitee, licensee, servant or employee of Tenant. Landlord shall not be responsible for Tenant or those claiming through Tenant for any interruption in any services to be provided by Landlord due to forces beyond Landlord's control.

Tenant shall be responsible for the supply and replacement of all light bulbs and ballasts within the leased Premises.

7.3 LANDLORD'S LIABILITY. Landlord shall not be responsible to make any improvements or repairs to the Building or the Premises other than as expressly provided in this Article, unless expressly provided otherwise in this Lease. Further, Landlord shall never be liable for any failure to make repairs, which, under the provisions of this Article, or elsewhere in this Lease, Landlord has undertaken to make unless:

a) Tenant has given notice to Landlord of the need to make such repairs, or of a condition in the Building or in the Premises requiring any repair for which Landlord is responsible; and

b) Landlord has failed to commence to make such repairs within 10 days after receipt of such notice, or fails to proceed with reasonable diligence to complete such repairs.

Pending such repair by Landlord, Tenant shall take all reasonably prudent temporary measures and safeguards to prevent any injury or loss or damage to persons or property.

7.4 TENANT'S AGREEMENT. Tenant acknowledges that, as of the date hereof, the Premises are in good order, condition and repair and as represented to Tenant. Consistent therewith, Tenant acknowledges to Landlord its agreement to lease, in an "as is" condition, the entire Premises without any warranty or obligation on the part of Landlord, except for the work which Landlord has agreed to undertake pursuant to the provisions of Article 2.3 hereof. Tenant further agrees to comply with the Rules and Regulation of the Building described in Exhibit A.

Upon expiration or earlier termination of the Term, the Tenant will remove all of its property from the Premises. If within five (5) days after such expiration or termination, Tenant shall not have removed its property, Landlord shall give notice to Tenant, and said property shall be deemed abandoned if Tenant has not removed same within five (5) days of receipt of said notice. If Landlord shall elect to remove and store Tenant's property, Tenant shall pay to Landlord upon request for same, the costs and expenses incurred by Landlord in removing and storing such property. Tenant shall also pay the reasonable cost of repairing damage caused to the Premises by the removal of such property. Property so stored by Landlord shall be made available to Tenant upon five (5) day notice to Landlord and upon payment to Landlord of all sums remaining due the Landlord under the provisions of the Lease.

In the event of a default under this Lease or in the event Landlord is caused to expend sums pursuant to the provisions of this Article, Landlord shall have, in addition to any other remedies herein all rights under applicable law. To the extent permitted by Law, all of Tenant's property which may be on the Premises at any time or from time to time, during the Term shall be at Tenant's sole risk. From and after the Commencement Date hereof, and until the end of the Lease Term, and for so long thereafter as Tenant occupies any part of the Premises, Tenant will keep neat and maintain in good order, and condition and repair, the Premises and every part thereof, including glass, windows, and doors, excepting only those repairs for which Landlord is responsible under the terms of this Lease and damage by fire or other casualty and as a consequence of the exercise of the power of eminent domain, and further excepting reasonable wear and tear; and Tenant shall surrender the Premises, and all appurtenances and equipment, at the termination of the Lease, in such condition and shall remove all of Tenant's signs. Further, Tenant shall be responsible for the cost of repairs, excluding normal wear and tear, of any damage caused by the elements and insured casualty loss, which may be necessary by reason of damage to the Building by Tenant, Tenant's independent contractors, or Tenant's invitees, agents and servants, employees and licensees. Tenant shall replace any glass that may be damaged or broken with glass of the same quality, at Tenant's sole cost and expense.

Upon vacating the Premises, a "walk-through" will be made by the Tenant and a representative of the Landlord. At that time the following work must be scheduled: a) interior floors are to be broom clean, b) all holes or scrapes on wall surfaces are to be repaired. The cost of such cleaning and repairs, normal wear and tear excluded, will be at the sole expense of the Tenant.

If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same within five (5) days, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required to do so) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to Landlord the cost thereof, and if Tenant shall default in such payment, Landlord shall have the same remedies as provided for herein for the nonpayment of rent or other charges payable hereunder.

ARTICLE VIII INDEMNITY AND GENERAL LIABILITY INSURANCE

8.1 TENANT'S INDEMNITY. Subject to Section 13.2, Tenant shall indemnify and hold harmless Landlord from and against any and all claims of whatever nature arising out of, directly or indirectly, any accident, injury or damage to person or property that shall occur in or about the Premises or within the Building or the Land, where such accident, injury or damage results from any negligent or intentional acts or omissions of Tenant, or Tenant's agents, employees, servants, licensees or independent contractors, except to the extent of the negligence or willful misconduct of Landlord, its agents, contractors or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding brought thereon, and the defense thereof, including attorneys' fees and legal costs. The provisions of this Section 8.1 shall survive the expiration or earlier termination of this Lease.

8.2 LANDLORD'S INDEMNITY. Subject to Section 13.2, Landlord shall indemnify and hold harmless Tenant from and against any and all claims of whatever nature arising out of, directly or indirectly, any accident, injury or damage to person or property that shall occur in or about the Premises or within the Building or the Land, where such accident, injury or damage results from any negligent or intentional acts or omissions of Landlord, or Landlord's agents, employees, servants, licensees or independent contractors, except to the extent of the negligence or willful misconduct of Tenant, its agents, contractors or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding brought thereon, and the defense thereof. The provisions of this Section 8.2 shall survive the expiration or earlier termination of this Lease.

8.3 COMMERCIAL GENERAL LIABILITY INSURANCE. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises to perform

work in the Premises, throughout the Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, written on a combined single limit basis, a policy of Commercial General Liability Insurance under which Landlord and Landlord's designees are additional insured's and which shall include coverage for contractual liability coverage for Tenant's agreement of indemnity provided in Section 8.1. Such policy shall be non-cancelable and non-amendable with respect to Landlord and Landlord's said designees without 10-day prior notice to Landlord, and a certificate evidencing such insurance shall be delivered to Landlord. The limits of liability of such insurance shall be those of Tenant's standard coverage, as amended from time to time, depending on market conditions.

In no event shall such coverage be less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for bodily injury (or death), whether to one or more persons, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with respect to damage to property, and such higher limits, if procurable, as may from time to time be reasonably required by Landlord's lender, or by prudent business practice, whichever is greater. Further, Tenant shall maintain and keep in force workmen's compensation insurance as required under Massachusetts law.

8.4 WORKER'S COMPENSATION INSURANCE. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises to perform work in the Premises, throughout the Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of Worker's Compensation Insurance with limits as required by statute and Employers Liability with limits of \$500,000 for each accident. Landlord shall be furnished with appropriate certificates evidencing that such insurance is in force. The policies for all such insurance shall provide that they not be cancelled or materially changed without at least thirty (30) days prior written notice to Landlord.

8.5 TENANT'S INSURANCE FOR PERSONAL PROPERTY. Tenant shall, at all times during the Term, maintain insurance coverage for its personal property within the Premises as is usual and customary for similar businesses in the Cambridge area.

8.6 INJURY CAUSED BY THIRD PARTIES. To the maximum extent that this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omission of persons occupying adjoining premises, or any part of premises adjacent to or connected to the Premises or any part of the Building, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant or its or their property, resulting from fire, explosion, falling plaster, steam, water, gas, sewer, steam pipes, electricity, electrical disturbance, rain, snow, or leaks from any part of the Building, or from the pipes, appliances, plumbing works, roof, street, or subsurface or from any other place, or caused by dampness or by any other cause or by whatever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees or by Landlord's default in performing its maintenance obligations hereunder.

8.7 LANDLORD'S INSURANCE. Landlord shall, at all times during the Term, procure and maintain: (i) policies of insurance covering loss or damage to the Building in an amount equal to the full replacement cost of the Building, including leasehold improvements in the Premises, which shall provide protection against loss by fire and other all-risk casualties, including earthquake and flood and such other property insurance as may be required by Landlord's mortgagee or as otherwise desired by Landlord, and (ii) commercial general liability insurance (which shall include contractual liability coverage for Landlord's agreements of indemnity provided for under this Lease) applicable to the Building, the Land and the common areas therein and thereon, providing a minimum limit of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate. Tenant shall not be responsible for payment of any deductibles applicable to insurance policies carried by Landlord, whether as Operating Costs or otherwise. Tenant shall pay a pro rata portion of the cost of the annual premium for such insurance, pursuant to Section 4.3 herein.

ARTICLE IX
LANDLORD'S RIGHT OF ACCESS

9.1 LANDLORD'S RIGHT OF ACCESS. Landlord and its designees shall have the right to enter the Premises at all reasonable hours for the purpose of inspecting or of making repairs upon 24-hour notice (it being understood and agreed, however, that said notice and hour requirements shall in no event apply to emergency situations), or for the purpose of exhibiting the Premises to prospective or existing mortgagees or purchasers of all or any part of the Building. For a period commencing three (3) months prior to the expiration of the term of this Lease, Landlord may have reasonable access to the Premises upon 24-hour notice, at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

ARTICLE X
FIRE, EMINENT DOMAIN, ETC.

10.1 ABATEMENT OF RENT. If the Premises shall be damaged by fire or casualty, the rent and the charges payable by Tenant under Section 4.1, Section 4.2 and Section 4.3 hereof shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with the operation of Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of the Premises, but such abatement or reduction shall end as and when Landlord shall have restored the Premises to such conditions as will allow Tenant to recommence Tenant's use of the Premises, as hereinafter provided. In the event of termination of this Lease pursuant to this Article, this Lease shall come to an end and cease as of the date of such destruction or damage, except Tenant shall be liable for and pay promptly to Landlord any rent or other charges then in arrears.

If the Premises shall be affected by any exercise of the power of eminent domain, then the rent and the charges payable by Tenant under Sections 4.1, 4.2 and 4.3 hereof shall be

justly and equitably abated and reduced according to the nature and extent of the loss of use thereof suffered by Tenant.

10.2 LANDLORD'S RIGHT OF TERMINATION. In case during the term hereof the Premises or the Building shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

If the Premises or the Building are substantially damaged by fire or casualty (the term "substantially damaged" meaning damaged of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within sixty (60) days from the time that repair work would commence), or any part of the Building is taken by any exercise of the right of eminent domain, then Landlord shall have the right to terminate this Lease (even if the Landlord's entire interest in the Premises may have been divested) by giving notice of Landlord's election so to do, whereupon this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

In the event this Lease is not terminated as hereinbefore provided, Landlord shall diligently commence restoration after the date of settlement with its insurance carrier or awarding authority as the case may be, but if Landlord shall not substantially complete said restoration within 120 days following the commencement of restoration, Tenant shall have the right to then terminate this Lease without liability or penalty for same by giving written notice to Landlord of its intent so to do, whereupon this Lease shall terminate as of the date of such notice and be of no further force and effect, except Tenant shall remain liable and promptly pay to Landlord any rent or other charges then in arrears. Further, in the event this Lease is not terminated as hereinbefore provided, Landlord shall only be required to repair or restore so much of the Premises originally constructed by Landlord to substantially their condition at the time of such damage (subject, however, to zoning and building laws and codes then in existence); and Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. Landlord's obligations hereunder shall in no event include Tenant's fixtures, furnishings or equipment, and Tenant shall, at its own expense, proceeding with all reasonable diligence, repair, or replace such of its fixtures, furnishings and equipment as may have been damaged or destroyed.

10.3 AWARD. Landlord shall have and hereby reserves and accepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the land on which the same is located, as aforesaid. With regard to any eminent domain proceedings affecting the Premises of which Landlord has notice, Landlord shall notify Tenant in writing of such proceedings. Tenant shall have the right, at its sole cost and expense to prosecute in any such condemnation proceeding a claim for the value of any of

Tenant's Leasehold interest and usual trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Landlord from the taking authority, and provided further, that Tenant shall have no recourse against Landlord for any compensation for the value of Tenant's Leasehold interest and or trade fixtures installed in the Premises by Tenant at Tenant's expense and for relocation expenses.

ARTICLE XI DEFAULT

11.1 TENANT'S DEFAULT. In the event that:

- a) Tenant shall fail to pay the Base Rent or additional rent or any other charge for which provision is made herein on or before the date on which the same becomes due and payable, and the same continues for five (5) days after the date on which the same becomes due and payable by Tenant, or
- b) Tenant having twice in any six (6) month period failed to pay the Base Rent or additional rent or other charges on or before the date on which the same becomes due and payable, or
- c) Tenant shall fail to perform or observe some term or condition of this Lease which, because of its character, would immediately jeopardize Landlord's interest, or
- d) Tenant shall fail to perform or observe any other term or condition contained in this Lease, and Tenant shall not cure such failure within fifteen (15) days after notice from Landlord to Tenant thereof, unless Tenant is diligently pursuing a cure, in which case Landlord, in its sole discretion, shall reasonably extend the time of cure. ; or
- e) The estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment or trust mortgage arrangement, so-called, shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, which proceeding shall not have been diligently contested by Tenant within 60 days after their commencement, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Code now or hereafter enacted, or if Tenant shall file a petition for such reorganization, or for arrangements under provisions of the Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts, or if the interest of the Tenant herein shall be sold under execution or any other legal process, or
- f) Tenant fails to comply with the Use of the Premises specified in paragraph 1.2, or

g) There occurs any interruption for a period of thirty (30) or more days of Tenant's possession of the Premises or cessation of Tenant's business as conducted at the commencement of the Lease, whether voluntary or involuntary (unless caused by the actions of Landlord or another tenant occupying the Building);

Upon the occurrence of any one or more of such events of default, Landlord may at its election, terminate this Lease or terminate Tenant's right to possession only without terminating this Lease. Upon termination of this Lease or of Tenant's right to possession, Landlord may re-enter the Premises with or without process of law using such force as may be necessary, and remove all persons, fixtures and chattels therefrom and Landlord will not be liable for any damages resulting therefrom. Upon termination of this Lease, Landlord will be entitled to recover as damages (1) all rent and other sums due and payable by Tenant on the date of Termination, (2) an amount equal to the value of the rent and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Premises for the residue of the stated term (taking into account the time and expenses necessary to obtain the replacement tenant or tenants, including expenses relating to the recovery of the Premises, brokerage and management commissions, operating expenses, reasonable attorneys' fees, and alteration costs), and (3) the cost of performing any other covenants to be performed by Tenant. If Landlord elects to terminate Tenant's right to possession only, without terminating the Lease, Landlord may, at Landlord's option enter into the Premise, remove Tenant's signs and other evidence of tenancy, and take and hold possession thereof as herein above provided, without such entry and possession terminating the Lease and releasing the Tenant in whole or in part, from Tenant's obligation to pay rent hereunder for the full term or from any of its other obligations under this Lease. Landlord may, but will not be under any obligation to, re-let all or any part of the Premises for such rent and upon term satisfactory to Landlord (including the right to re-let the Premises for a term greater or lesser than that remaining under the Lease term, and the right to re-let the Premises as a part of a larger area, and the right to change the character or use made of the Premises). Notwithstanding the previous sentence, Landlord agrees not to discriminate against the space which constitutes the Premises when offering to prospective tenant's space for lease in the Building in which the Premises is located. For the purpose of such re-letting, Landlord may decorate or make repairs, changes, alteration or additions in or to the Premises that may be necessary or convenient, at Landlord's sole discretion. If Landlord does not re-let the Premises, Tenant will pay the Landlord on demand damages equal to the amount of the rent and other sums provided herein to be paid by Tenant for the remainder of the Lease term. If the Premises are re-let and a sufficient sum is not realized from such re-letting after paying all of the expenses of such re-letting and the collection of the rent accruing therefrom to satisfy the rent herein provided to be paid for the remainder of the Lease term, Tenant will be liable for the difference in rent.

The remedies given to Landlord in this Article shall be cumulative and in addition to all other rights or remedies that the Landlord may have under applicable laws then in force.

11.2 LATE CHARGE. The Tenant shall pay to Landlord a late charge of 15 percent of any rent or other payment due hereunder not received by Landlord within ten (10) days

after said payment is due. Said late charge shall continue to accrue each month until said arrearage is paid in full.

11.3 ATTORNEYS FEES. Landlord shall be entitled to collect all reasonable cost and expenses from Tenant, including but not limited to, reasonable attorney's fees expended by Landlord to collect any rent or other payments due hereunder or in any manner to enforce the Tenant's obligations hereunder.

11.4 LANDLORD'S DEFAULT. Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such shorter period of time as may be specified in this Lease), or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

ARTICLE XII BANKRUPTCY OR INSOLVENCY

12.1 In the event that the Tenant or any general partner of the Tenant shall become a Debtor under the Bankruptcy Code, and the Trustee or the Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all other terms and conditions of Article XII, subsection 2 and 4 hereof are satisfied. If such Trustee shall fail to elect to assume this Lease within sixty (60) days after the filing of the Petition, this Lease shall be deemed to have been rejected. The Landlord shall be thereupon immediately entitled to possession of the Premises without further obligation to the Tenant or the Trustee, and this Lease shall be terminated, but the Landlord's right to be compensated for damages both at law and as provided in Article XI hereof in such case shall survive.

12.2 No election by the Trustee or Debtor-In-Possession to assume this Lease, whether under Chapter 7, 11 or 13, shall be effective unless each of the following conditions, which the Landlord and the Tenant acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Tenant, have been satisfied, and the Landlord has so acknowledged in writing:

a) The Trustee or the Debtor-In-Possession has cured, or has provided the Landlord adequate assurance (as hereinafter defined) that:

- 1) Within ten (10) days from the date of such assumption, the Trustee will cure all monetary defaults under this Lease; and
- 2) Within thirty (30) days from the date of such assumption, the Trustee will cure all non-monetary defaults under this Lease.

b) The Trustee or Debtor-In-Possession has compensated, or has provided to the Landlord adequate assurance (as hereinafter defined) that within ten (10) days from the date of

assumption, the Landlord will be compensated for any pecuniary loss incurred by the Landlord arising from the default of the Tenant, the Trustee, or the Debtor-In-Possession as recited in the Landlord's written statement of pecuniary loss sent to the trustee or Debtor-In-Possession.

c) The trustee or the Debtor in Possession has provided the Landlord with adequate assurance (as hereinafter defined) of the future performance of each of the tenants, the Trustees or Debtor in Possession's obligation under this Lease, provided, however, that the obligations imposed upon the Trustee or Debtor in Possession under this Lease shall continue with respect to the Tenant or any assignee of this Lease after the completion of the bankruptcy case, subject to any further and/or increased obligations which thereafter are imposed by any provisions of this Lease.

d) The assumption of this Lease will not:

1) Breach any provision in this Lease or any other Lease, mortgage, financing agreement or other agreement by which the Landlord is bound relating to the Building; or

2) Disrupt, in the Landlord's judgment, the tenant mix of the Building or any other attempt by the Landlord to provide a specific variety of Tenants' uses in the Building which, in the Landlord's judgment, would be most beneficial and would enhance the image, reputation, and profitability of the Building.

e) The assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code.

(f) The trustee or Debtor-In-Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Landlord that the trustee or Debtor-In-Possession will have sufficient funds to fulfill the obligations of the tenant under this Lease, and to keep the Premises operating with sufficient employees to conduct a fully-operational, actively promoted business on the Premises; and

(g) The Bankruptcy Court or such court as is exercising jurisdiction over the Bankruptcy Code shall have entered an order segregating sufficient cash payable to the Landlord and/or the Trustee or Debtor-In Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of the Tenant, the Trustee or Debtor-In-Possessions, acceptable as to value and kind to the Landlord, to secure to the Landlord the obligation of the Trustee or Debtor-In-Possession to cure any monetary and/or non-monetary defaults under this Lease within the time periods set forth above.

12.3 In the event that this Lease is assumed by a Trustee appointed for the Tenant or by the Tenant as Debtor-In-Possession and thereafter the Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either such event, the Landlord may, at its option, terminate

this Lease and all rights of the Tenant hereunder, by giving the Tenant written notice of its election so to terminate, within thirty (30) days after the Landlord shall have received written notice of the occurrence of either such event, but the Landlord's right to be compensated for damages both at law and as provided in Article XI hereof shall survive.

12.4 If the Trustee or Debtor-In-Possession has assumed this Lease pursuant to the terms and provisions of Sections 12.1 and 12.2 hereof, for the purpose of assigning (or elects to assign) the Tenant's interest under this Lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of the future performance (as defined in this Section 12.4) of all of the terms, covenants and conditions of this Lease to be performed by the Tenant.

For the purposes of this Section 12.4, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and the Landlord has so acknowledged in writing:

- a) The Assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the Tenant and any guarantor of the Tenant's obligations hereunder at the time of the execution of this Lease) determined to be sufficient by the Landlord to assure the future performance by such Assignee of then Tenant's obligations under this Lease;
- b) The Assignee, if requested by the Landlord, shall have obtained guarantees in form and substance satisfactory to the Landlord from one or more persons who satisfy the Landlord's standards of creditworthiness;
- c) The Assignee has submitted in writing evidence, satisfactory to the Landlord, of substantial experience in the conducting of the type of business permitted under this Lease;
- d) The Landlord has obtained all consents and waivers from any third party required under any Lease, mortgage, financing arrangement or other agreement by which the Landlord is bound to permit the Landlord to consent to such assignment;
- e) The Assignee has supplied such additional information required to be supplied by Article VI hereof and has complied with any other provision, conditions and requirements set forth in said Article VI for an assignment of the Tenant's interest in this Lease or the estate created thereby; and
- f) The Assignee has deposited with the Landlord a security deposit in such amount as determined by the Landlord to be appropriate based upon the financial information supplied under this Section 12.4.

12.5 When, pursuant to the Bankruptcy Code, the Trustee or Debtor in-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the average monthly amount paid for rent for the preceding calendar year and any other charges payable by the Tenant hereunder.

12.6 Neither the Tenant's interest in this Lease, nor any lesser interest of the Tenant herein, nor any estate of the Tenant created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the Tenant unless the Landlord shall consent to such transfer in writing. No acceptance by the Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the Landlord's consent or the Landlord's right to terminate this Lease for any transfer of the Tenant's interest under this Lease without such consent.

12.7 The rights and remedies of the Landlord contained in the provisions of this Article XII are and shall be deemed to be in addition to, and not in limitation of, applicable provisions of Article XI and other provisions hereof, or any other rights which the Landlord may have under applicable statutory or case law. Whenever any of the terms or provisions of this Lease, including, without limitation, rental obligations, are modified pursuant to the provisions of this Article, upon the Landlord's request the parties hereto promptly shall execute, acknowledge and deliver a written instrument evidencing and confirming the same. In no event shall this Lease, after the term hereof has expired or has been terminated in accordance with the provisions hereof, be revived, and no stay or other proceeding shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of Article XI hereof or prevent the Landlord from regaining possession of the Premises thereupon.

12.8 The provisions of this Article XII shall apply to any general partner of the Tenant with the same force and effect as they shall apply to the Tenant.

ARTICLE XIII MISCELLANEOUS PROVISIONS

13.1 EXTRA HAZARDOUS USE. Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall invalidate any insurance or increase the rate of insurance on the Premises or on the Building above the standard rate applicable to Premises being occupied for the use to which Tenant has agreed to devote the Premises; and Tenant further agrees that, in the event that Tenant shall do any of the foregoing, Tenant will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

Tenant, its successors, assigns, agents, servants, employees and invitees shall not conduct, or permit to be conducted, any activity, including but not limited to, the dumping or storage

of hazardous waste, on the Premises which would give rise to a lien pursuant to the provisions of Massachusetts General Laws Chapter 21E (Massachusetts Oil and Hazardous Materials Release Prevention Act). Tenant shall indemnify and hold Landlord harmless from any and all damages, liabilities or losses which Landlord may suffer, directly or indirectly, including but not limited to attorney's fees, as a result of any claims, demands, costs or judgments against the Landlord, in any manner arising out of Tenant's failure to comply with the provisions hereof.

13.2 NON-SUBROGATION. Insofar as, and to the extent that, the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), Landlord and Tenant mutually agree that, with respect to any hazard which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall derogate from or otherwise affect releases elsewhere here contained of either party for claims.

13.3 WAIVER. Failure on the part of Landlord or Tenant to complain of any matter however long the same may continue, shall never be a waiver by Tenant or Landlord, respectively, of any of the other's rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant 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. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

13.4 COVENANT OF QUIET ENJOYMENT. Tenant, subject to the terms and provisions of this Lease on payment of the rent and observing keeping and performing all of the terms and provisions of this Lease on Tenant's part to be observed, kept and performed shall exclusively, lawfully, peaceably and quietly have, hold, occupy and enjoy

the Premises and all appurtenances thereto during the term hereof, including any extensions thereof, without hindrance or ejection by Landlord or any persons lawfully claiming under Landlord to have title to the Premises superior to Tenant; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, expressed or implied; and it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord only with respect to breaches occurring during Landlord's respective ownership of Landlord's interest hereunder.

Further, Tenant covenants and agrees that Tenant shall look solely to the estate and property of Landlord or any successor in interest in the Land and the Building, as the case may be, for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, stipulations and conditions of this Lease to be observed and performed by Landlord, and no other property or assets of Landlord, its partners, shareholders, officers, directors, or any successor in interest shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's remedies. The provisions of this paragraph shall apply only to the Landlord and the parties herein described, and they shall neither be for the benefit of any insurance company nor any other third party.

With respect to any obligation of Landlord to repair or replace or restore the Premises or with respect to services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulations of or by any governmental authority, or failure of supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or Tenant's servants, agents, employees, licensees or any person claiming by, through or under Tenant.

13.5 ASSIGNMENT OF RENTS. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property that includes the Leased Premises, Tenant agrees:

a.) that the execution thereof by Landlord, and acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by notice sent to Tenant, specifically otherwise elect; and

b.) That, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises by such holder.

With reference to any assignment of rents to a mortgage holder, Landlord shall assign to said-mortgage holder only such rights to collect rents as Landlord shall have hereunder.

13.6 MECHANICS' LIENS. Tenant agrees within thirty (30) days after Tenant has notice or within thirty (30) days after Landlord has notified Tenant thereof (whichever shall first occur) immediately to discharge (either by payment or by filing the necessary bond, or otherwise) any mechanics', material men's or other lien against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises.

13.7 BROKERAGE. Landlord and Tenant respectively warrant and represent to the other that each has dealt with only Keller Williams Realty Cambridge d/b/a KW Commercial in connection with the consummation of this Lease and each party agrees to defend the same and indemnify the other party against any such claim for a brokerage commission arising by, through or under the other party as the case may be. Landlord agrees to pay all brokerage commissions due under the terms of a separate agreement between Landlord and Keller Williams Cambridge, pro-rated based on the actual initial term.

13.8 INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, 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 Lease shall be valid and be enforced to the fullest extent permitted by law.

13.9 PROVISIONS BINDING, ETC. Except as herein otherwise provided the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors, and assigns. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment or transfer as required by the provisions of Article VI hereof.

13.10 NOTICES. Whenever, by the terms of this Lease, any communication, request, advice or notice shall or may be given either to Landlord or to Tenant, same shall be in writing and shall be sent by registered or certified mail, postage prepaid; or by electronic mail (E-mail) to the customary and usual e-mail address used by the receiving party; and:

If intended for Landlord, addressed to Landlord at the address set forth in Section 1.2 of this Lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice).

If intended for Tenant, addressed to Tenant at the address set forth in Section 1.2 of this Lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice).

All such notices shall be effective when deposited in the United States mail within the Continental United States, provided that the same are received in ordinary course at the address to which the same were sent.

Where provision is made for the attention of an individual or Department, the notice shall be effective only if notice is addressed to the attention of such individual or Department.

13.11 WHEN LEASE BECOMES BINDING. Employees or agents of Landlord have no authority to make or agree to make a Lease or any other agreement or undertaking in connection herewith. The submission of this document for examination, negotiation or opinion does not constitute an agreement for the Land or the Premises and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only upon written agreement between Landlord and Tenant and no act or omission of any employee or agent of Landlord or Tenant shall alter, change or modify any of the provisions hereof.

13.12 PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

13.13 RIGHTS OF MORTGAGEE. This Lease shall be subject and subordinate to any mortgage on the Building and/or the Land, now or at any time hereafter in effect (unless the holder of such mortgage elects by notice to Tenant to have this Lease superior to its mortgage), provided that the holder thereof enters into an agreement with Tenant by the terms of which (a) in the event of acquisition of title by such holder through foreclosure proceedings or otherwise, and provided Tenant is not in default hereunder beyond applicable grace, notice and cure periods, the holder will agree to recognize the rights of Tenant under this Lease and to accept Tenant as tenant of the Premises under the terms and conditions of this Lease and (b) Tenant will agree to attorn to the holder of such mortgage as Landlord in such event. This agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of Tenant and of such holder and upon anyone purchasing the Building and/or the Land at any foreclosure sale.

Except as otherwise provided in this Section 13.13, no such holder of a mortgage shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the mortgaged Building and/or the Land for the purpose of foreclosing a mortgage. Upon entry for the purpose of foreclosing a mortgage, such holder shall be liable to perform all of the subsequent obligations of Landlord, subject to the provisions of this Section 13.13, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under said provisions to the owner of the equity of the mortgaged Building and/or the Land.

13.14 STATUS REPORT. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the request of the other made from time to time, will promptly furnish to Landlord, or the holder of any mortgage encumbering the Premises, or to Tenant, as the case may be, a written statement of the status of any matter pertaining to this Lease, including, without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Lease.

13.15 BUILDING FURTHER DEFINED. Whenever reference in this Lease is made to the term "Building," the same shall be read as the context appropriately admits or requires.

13.16 UNPERFORMED COVENANTS OF TENANT. In the event Tenant shall fail to comply with and perform any of the covenants, conditions or agreements herein contained on Tenant's part to be performed beyond applicable notice and cure periods, Landlord shall have the right, but not the obligation, to perform any such covenants, conditions or agreements, and Tenant agrees to pay to Landlord on demand, as additional rent, a sum equal to the amount expended by Landlord in the performance of such covenants, conditions or agreements. In the event Landlord shall perform any such covenants, conditions or agreements, Tenant agrees that Landlord, its agents or employees, may enter the Premises and that such entry and such performance shall not constitute an eviction of Tenant, in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this Lease, and further that Landlord and its Agents and employees shall not be liable for any claims or loss or damage to Tenant or any person or entity claiming through or under Tenant.

13.17 HOLDING OVER. In the event that Tenant shall fail to surrender the Premises upon expiration or termination of this Lease either by lapse of time or otherwise, Tenant agrees to pay Landlord, for use and occupation of the Premises, a sum equal to 150% of the Base Rent in effect upon the date of lease expiration or termination for the first month, 175% for the next 5 months and 200% for all subsequent months that Tenant shall so retain possession of the Premises or any part thereof, plus any additional payments provided for in this Lease; provided, however, that the exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession. If Tenant shall be in possession of the Premises at the end of the Term, in the absence of any written agreement extending the Term, Tenant shall become a tenant at sufferance, with Rent and other charges to be prorated daily but adjusted as aforesaid. Collection and receipt by Landlord from Tenant for the use and occupation of the Premises after expiration or termination of this Lease, and the payment thereof, shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change or modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this Lease.

13.18 FINANCIAL REPORTS. In the event Tenant's financial information no longer is publicly available, then within fifteen (15) days after Landlord's request, Tenant will

furnish Tenant's most recent audited financial statements (including any notes to them) to landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements.

13.19 TELECOMMUNICATIONS. Tenant and its Telecommunications companies, including but not limited to local exchange telecommunications companies and alternative access vendor services companies shall have no right of access to and within the Building, for the installation and operation of telecommunications systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Tenant's telecommunications within the Building and from the Building to any other location without landlord's prior written consent (which consent shall not be unreasonably withheld or delayed). Notwithstanding any provisions of this Section 13.19 to the contrary, and provided Tenant obtains landlord's prior written consent as aforesaid, Tenant may make or perform certain installation affecting Tenant's telecommunications systems provided that: (i) any such installation only affect the Premises; (ii) no such installations affect any of the Building mechanical, electrical or plumbing systems; (iii) Tenant shall promptly repair and restore any damage caused by any such installation; and (iv) upon Landlord's request, at the earlier termination or expiration of this Lease, Tenant shall restore the Premises to the condition that existed on the date of this Lease.

13.20 List of Exhibits. All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A. Building Rules and Regulations

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

13.22 COMPLIANCE WITH LAWS, REQUIREMENTS OF INSURER. The Tenant agrees to conform to and comply with all federal, state and municipal laws having jurisdiction of the Building and Leased Premises and to and with the requirements of regulations of any Board of Fire Underwriters or insurance company insuring the Building and the Premises at the time with respect to care, maintenance, use and any consented-to alteration or addition of the Premises and all at the Tenant's own expense.

Landlord represents that the Premises will be as of the Commencement Date of the Lease in compliance with all such laws, requirements and regulations. Landlord shall be responsible and liable for the Building being in compliance with the Americans with Disabilities Act, state, county and city laws and ordinances. Any modifications required by such Act, laws and ordinances shall be the sole responsibility of Landlord, except for any work undertaken by Tenant and done in violation of such Act, laws or ordinances.

13.23 SALE OF PREMISES BY LANDLORD. In the event of any sale of the Premises by the Landlord and the assignment of this Lease to the Purchaser, upon execution and delivery to Tenant of a written agreement by said Purchaser to assume and carry out the duties and obligations of the Landlord under this Lease, the Landlord shall be entirely freed and relieved of all liability under any and all of its covenants and obligations hereunder arising out of any act or omission occurring after the consummation of such sale.

13.24 CORPORATE VOTE, TRUSTEE CERTIFICATE, ETC. Landlord hereby represents that it has full right and power to execute and perform its obligations under this Lease.

13.25 MASSACHUSETTS QUALIFICATION. Intentionally deleted.

13.26 LANDLORD'S LIEN. In the event of a default under this Lease, Landlord shall have, in addition to any other remedy herein or by law, all rights and remedies under the Uniform Commercial Code, and any statutory lien for rent is not hereby waived.

13.27 SIGNAGE. Landlord, at its sole cost and expense, shall provide Tenant with building standard signage on the lobby directory and adjacent to the entrance door to the Premises.

13.28 COVENANTS INDEPENDENT. Each provision hereof constitutes an independent covenant, enforceable separately from each other covenant hereof. To the extent any provision hereof or any application of any provision hereof may be declared unenforceable, such provision or application shall not affect any other provision hereof or other application of such provision. Tenant acknowledges and agrees that Tenant's obligation to pay Annual Rent and Additional Rent is independent of any and all obligations of Landlord hereunder, with the result that, except as otherwise specifically set forth in this Lease, Tenant's sole remedy for any alleged breach by Landlord of its obligation hereunder shall be to commence a judicial proceeding against Landlord seeking specific performance.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, under seal, as of the date set forth below.

LANDLORD:
CARU Retail LLC

TENANT:
CAMBRIDGE REDEVELOPMENT
AUTHORITY

By: _____
Kenneth S. Barron
Manager

By: _____
Kathleen L. Born
Chair

Date _____

Date: _____

EXHIBIT A
RULES AND REGULATIONS

Landlord reserves the right to change, alter, update, modify the Rules and Regulations at its discretion and will notify Tenant of said changes.

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than for ingress to and egress from the Premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Landlord. There shall not be used in any space, or in the public hall of the building, either by a Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

2. The water and wash closets and plumbing fixtures shall not be used for any purpose other than those for which they were designed or constructed and no sweepings, rubbish, rags, acids, or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose clerks, agents, employees, or visitors, shall have caused it.

3. No Tenant shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the Building and Tenant shall not use, keep, or permit to be used or kept any foul or noxious gas or substance in the Premises or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenant or those having business therein, nor shall any animals or birds be kept in or about the Building. Smoking of any type or of any substance or carrying lighted cigars or cigarettes or the burning of any substance is not allowed in any part of the Building, inclusive within the elevators and is prohibited.

4. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord.

5. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or the Building or on the inside of the Premises if the same is visible from the outside of the Premises without the prior written consent of Landlord, except that the name of Tenant may appear on the entrance door of the Premises.

In the event of the violation of the foregoing by any Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant or Tenant violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted, or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a size, color, and style acceptable to Landlord.

6. Except with prior written consent of Landlord and as Landlord may direct, no Tenant shall mark, paint, drill into, or in any way deface any part of the Premises or the Building of which they form a part or cut or string wires, lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

7. Except with the prior written consent of Landlord, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Tenant, nor shall any changes be made to existing locks or mechanism thereof. If requested, Tenant shall provide Landlord with a copy of a key for all new locks or bolts. Each Tenant shall, upon the termination of his Tenancy, restore to Landlord all keys either furnished to or otherwise procured by, such Tenant. In the event of the loss of any keys furnished to Tenant, Tenant shall pay to Landlord the cost thereof.

8. Freight, furniture, business equipment, merchandise and bulky matter of, any description shall be delivered to and removed from the Premises only on the freight elevators and through the service entrances and corridors or in an alternative way approved by Landlord and only during hours and in a manner approved by Landlord.

9. Canvassing, soliciting, and peddling in the Building is prohibited and each Tenant shall cooperate to prevent the same.

10. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

11. Except for those items necessary for the cleaning and maintenance of Tenant's businesses, including office supplies, which shall be properly stored to minimize the risk of fire and explosion, Tenant shall not bring or permit to be brought or kept in or on the Premises, any inflammable, combustible, or explosive fluid, material, chemical or substance, or cause or permit any odors of cooking or other process, or any unusual or other objectionable odors, to permeate in or emanate from the Premises.

12. No tenant will be allowed to bring a bicycle into the building. Should it be determined that a tenant or one of its employees has done so, the tenant will be responsible to pay \$250.00 plus all costs associated to repair any and all damages to walls, flooring and other areas. Should a second instance occur, a fine of \$500 plus all costs associated to repair and all damages to walls, flooring and other areas will be incurred. The City of Cambridge has provided bicycle racks on Mass Ave and in the garage located on Green Street.

End of document

SUBLET AGREEMENT

Reference is made to a Lease dated as of **December XX**, 2020 ("Temporary Lease") between Cambridge Redevelopment Authority ("Tenant") and CARU Retail LLC ("Landlord") with respect to Suites 204 and 213 located at 552 Massachusetts Ave, Cambridge, MA 02139 ("Premises"). All capitalized terms used in this Amendment shall have the meaning ascribed thereto in each case in the Temporary Lease.

Whereas, Tenant has agreed to sublet the premises outlined in the Lease to Boston Area Rape Crisis Center ("Subtenant") between January 1, 2021 and September 30, 2021;

Now, therefore, for valuable consideration received, the Tenant and Subtenant agree as follows:

1. Subtenant shall have sole use and access of the Premises starting on December 28, 2020 through September 30, 2021. Tenant may extend use and access of the space for up to two months, as required by the renovation schedule at 93-99 Bishop Allen Drive.
2. There shall be no fee for the space during the month of December 2020. Starting with January 2021, Subtenant shall pay a monthly fee to Tenant of \$4,125 by the first of each month.
3. Subtenant will carry insurance as aligned with the provision 8.3 of the Temporary Lease, with the Cambridge Redevelopment Authority and CARU Retail LLC listed as additional insureds.
4. As per section 7.4 of the Temporary Lease, should the Landlord require the CRA to conduct repairs of the Premises, or charge the CRA for repairs, the CRA will pass on the value of those charges to the Subtenant.
5. Except as affected by this Sublet Agreement, the Temporary Lease shall continue in full force and effect; Subtenant will adhere to all provisions of the Temporary Lease.

In witness whereof Tenant, and Subtenant have caused this Sublet Agreement to be duly executed, under seal, by persons hereunto duly authorized, in multiple copies, each to be considered an original hereof.

TENANT:

SUBTENANT:

Cambridge Redevelopment Authority

Boston Area Rape Crisis Center

By: Thomas Evans

By: _____

Its: Executive Director

Its: _____

Date: _____

Date: _____

Sign off by CARU Retail LLC, Kenneth S. Barron, Manager: _____ Date: _____