

COMMERCIAL LEASE

1. PARTIES BwB-Square LLC, a Massachusetts limited liability company with a principal address of 30 Bow Street, Somerville, Massachusetts, 02143, LESSOR, which expression shall include its successors, and assigns where the context so admits, does hereby lease to The City of Somerville, acting by and through its Arts Council, 50 Evergreen Street, Somerville, MA 02145 LESSEE, which expression shall include its successors, heirs, executors, administrators, and assigns where the context so admits,
2. PREMISES The LESSEE hereby leases the following described premises:

Tenant Unit No. 8 of 337 Somerville Avenue Condominium Unit No. 4 consisting of approximately 400 square feet located on the first floor. The Premises is shown on the attached Exhibit A.

Together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto, and the Common Seating area, the Major Courtyard, and the Trash Room, all as shown on the attached Exhibit A.
3. DESCRIPTION OF VENDOR USE A guest kitchen and front of house space suitable for cooking classes and food service. The space will serve as the home of Nibble, an organization devoted to supporting immigrant entrepreneurs building businesses focused on food and community.
4. TERM The term of this lease shall be for five (5) years commencing on the next business day following the date the LESSOR receives a Certificate of Occupancy for the base building from the City of Somerville ("Commencement Date"). Upon receipt of said Certificate of Occupancy, the LESSOR shall complete the following acknowledgment of the Term and provide a copy to the LESSEE:

The term of this lease shall be for five (5) years commencing on _____ and ending on _____.
5. OPTION TERM LESSEE shall have the right to extend the Term (the "Renewal Option") for one (1) additional period of three (3) years (the Renewal Term) commencing on the day following the expiration of the initial Term, at a rate ten (10%) percent higher than the prior year's rent if LESSOR receives notice of exercise ("Renewal Notice") not less than six (6) full calendar months prior to the expiration of the initial Term and LESSEE is not in default under the Lease at the time that LESSEE delivers its Renewal Notice or at the commencement of the Renewal Term. Rent for such Renewal Term shall escalate by 5% each year of the Renewal Term.
6. RENT Commencing thirty (30) days after the Commencement Date, and after receipt of an invoice at least (20) days in advance of payment due date, LESSEE shall commence payment of installments equaling three months' rent of (\$770.00 per month) until LESSEE receives a Certificate of Occupancy for the Premises, after which the LESSEE shall pay to the LESSOR quarterly payments according to the schedule below.

Year	Monthly Payment	Quarterly Invoice Amount	Annual Rent
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1	\$1,463	\$4,389	\$17,556
2	\$1,653	\$4,959	\$19,836
3	\$1,834	\$5,500	\$22,002
4	\$2,014	\$6,042	\$24,168
5	\$2,200	\$6,598	\$26,391

6. SECURITY DEPOSIT Upon the execution of this lease, the LESSEE shall hold in a City-designated account the amount of \$4,389.00 which shall be held as a security for the LESSEE's performance as herein provided.
7. ADDITIONAL RENT None.
8. UTILITIES The LESSEE shall create and maintain accounts with utility providers and directly pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. For purposes of this lease, "normal business hours" shall be the hours 5:00 a.m. to 12:00 a.m. "Regular business days" as used herein shall include Saturdays, Sundays, and holidays.
- LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.
- In the event of utility interruption, including electricity, hot and cold water, cleaning services, through the fault of the LESSOR, the LESSOR will abate the rental rate on a daily basis to be credited LESSOR's subsequent quarterly invoice.
9. USE OF LEASED PREMISES The LESSEE shall use the leased premises only for the purpose of a principal use of Restaurant and accessory use of catering With the intended use that it is a shared kitchen with front of house space suitable for cooking classes and food service to the public.
10. COMPLIANCE WITH LAWS The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

Without limiting the generality of the foregoing, (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

11. FIRE INSURANCE The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.
12. MAINTENANCE The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be over-loaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises, and all signs shall be approved by the City of Somerville, and the cost of all signage and approvals shall be the sole responsibility of the LESSEE.
13. LESSOR'S OBLIGATIONS The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.
14. ALTERATIONS, ADDITIONS (a) LESSEE shall make no alterations, additions, or improvements in or to the Premises without the LESSOR'S prior written consent. Any such alterations, additions or improvements shall be in accordance with complete plans and specifications prepared by LESSEE and approved in advanced by LESSOR. If not approved by the LESSOR within ten business days after LESSEE's submission of complete plans and specifications, LESSOR shall be deemed to have approved such plans. Such work shall (i) be performed in a good and workmanlike manner and in compliance with all applicable laws, (ii) be made at LESSEE'S sole cost and expense and at such times and in such a manner as LESSOR may from time to time designate, and (iii) become part of the Premises and the property of LESSOR.

(b) All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by LESSEE solely at its expense in the Premises ("LESSEE'S Removable Property") shall remain the property of LESSEE and may be removed by LESSEE at any time prior to the expiration of this Lease, provided the LESSEE, at its expense, shall repair any damage to the Building caused by such removal.

(c) Notice is hereby given that LESSOR shall not be liable for any labor or materials furnished or to be furnished by LESSEE upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of LESSOR in and to the Premises. Whenever and as often as any mechanic's lien shall have been filed against the Property based upon any act or interest of LESSEE or of anyone claiming through LESSEE, LESSEE shall forthwith take such action by bonding, deposit or payment as will remove or satisfy the lien.

(d) In the course of any work being performed by LESSEE, including without limitation the "field

installation" of any LESSEE'S Removable Property, LESSEE agrees to use labor compatible with that being employed by LESSOR for work in or to the Building or other buildings owned by LESSOR or its affiliates, and not to employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel providing services in the Building pursuant to arrangements made by LESSOR.

15. ASSIGNMENT, SUBLEASING
The LESSEE shall not assign or sublease the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. Any and all agreements between the LESSEE and third parties who will operate within the leased premises as part of LESSEE's use as a commissary kitchen and/or rotating food-service and retail space shall be subject to LESSOR review and written consent, which shall not be unreasonably withheld, conditioned, or delayed.
16. SUBORDINATION
This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
17. LESSOR'S ACCESS
The LESSOR or agents of the LESSOR may, at reasonable times, and with reasonable notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
18. INDEMNIFICATION AND LIABILITY
The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE, to the extent allowed by law.
19. LESSEE'S LIABILITY INSURANCE
The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000.00 with Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of LESSEE's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
20. FIRE, CASUALTY, EMINENT DOMAIN
Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

21. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The LESSEE shall fail to make any payment of any installment of rent or other sum herein when due, after receipt of a timely quarterly invoice from LESSOR; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

22. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the following addresses registered or certified mail, return receipt requested, postage prepaid:

Executive Director
Mayor's Office of Strategic Planning & Community Development
City Hall
93 Highland Avenue
Somerville, MA 02143

With additional copies of correspondence sent to:

Somerville Art Council
50 Evergreen Street
Somerville, MA 02145

City Solicitor
City Hall
93 Highland Avenue, 2nd Floor
Somerville, MA 02143

Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at the address set forth in Paragraph 1 above.

23. EARLY TERMINATION The LESSEE shall have the right to terminate this lease upon 150 day notice to the LESSOR. In the event the LESSEE exercises the right to early termination the LESSOR shall have the right to enter the Premises at reasonable times and with reasonable notice for the purpose of leasing. All other conditions of surrender, as set forth in the following section, shall apply.
24. SURRENDER The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense.
25. BROKERAGE None.
26. CONDITION OF PREMISES Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, without any representations or warranties by LESSOR except as may be provided herein, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE except as set forth herein. By taking possession of the Premises, LESSEE agrees that the Premises are in good order and satisfactory condition.
27. FORCE MAJEURE In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
28. LATE CHARGE If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.
29. LIABILITY OF OWNER No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
30. LANDLORD WORK The LESSOR shall deliver the Premises as a partially finished space to include the work described in Exhibit B attached hereto.

31. DELIVERIES AND LOADING Deliveries into the courtyard by vehicles shall be limited to the hours of 7AM to 10AM on weekdays. Vehicles shall be required to remain in designated loading areas, and such access is intended for small box trucks or vehicles. Hand delivery is permitted at all times but all deliveries may be restricted from time to time to allow for programmed events in the courtyard for which the LESSOR will provide 48 hour advance notice. Use of the marked street loading zone on Somerville Avenue is on a first come first serve basis.
32. HOURS OF OPERATION It is understood that LESSEE intends to operate between the hours of 5:00 am through 12:00 am, Monday through Sunday. LESSEE will operate in accordance with any municipal restrictions that apply.
33. CONFIDENTIALITY
34. ODORS, NOISE, GARBAGE LESSEE shall not (a) emit odors, vapors, smoke, fumes, noise or sounds from the Premises, and shall take necessary steps to minimize such emissions, and in no event shall LESSEE make any such emissions into other areas or floors of the building, common areas, the courtyard, or in other tenant's space in the building, or outside the building so as to cause a nuisance to abutters of the property, other surrounding property owners or tenants of surrounding property owners, or in violation of any applicable Laws; and (b) accumulate garbage or trash in the premises, common areas, on the property, on adjoining streets, sidewalks and ways (other than in areas designated by LESSOR for such purpose).
35. RULES AND REGULATIONS LESSOR may from time to time adopt reasonable rules and regulations for the Premises and the property of which the Premises are a part further defining the conduct of the parties hereto and establishing rules and regulations for, including but not limited to, vendor meetings, event planning, and other matters relating to the operation of the businesses at the property.

IN WITNESS HEREOF, the said parties hereunto set their hands and seals this ___ day of _____, 2018.

LESSOR

BwB-Square, LLC

Mark Boyes-Watson, Manager

LESSEE

CITY OF SOMERVILLE

Joseph A. Curtatone, Mayor

Approved as to form:

Francis X. Wright, Jr., City Solicitor

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Exhibit A

(Plan of Premises)

Exhibit B

(Landlord Work)

Description of Interior Finishes

- o Floor
 - Poured in place concrete slab, level with exterior grade, finished with food-preparation approved floor covering.
- o Walls
 - Exterior: Walls will be metal stud, insulated, finished with taped and sanded drywall extending from the floor to the ceiling.
- o Storefront.
 - All storefronts will be clear anodized aluminum (Kawneer, EFCO or equal). All glazing is inoperable insulated glass unless otherwise noted. Maintaining egress requirements is the responsibility of the tenant.
 - At main courtyard:
 - One (1) 8'-3" wide x 8'-8" high glass storefront windows with transom including one out-swinging 3'x7' glass door

Description of Mechanical systems

Electrical

- Lighting:
 - Two (2) Ceiling mounted lighting fixtures.
 - One (1) Exit sign lighting fixture with emergency lighting and emergency battery back-up.
 - One (1) wall sensor for lighting control.
- Electrical Distribution:
 - One (1) 100 amp main circuit breaker, 120/208 volt, 3 phase, 4 wire, 42 circuit surface mounted panelboard with the following:
 - o Four (4) 20 amp 1 pole circuit breakers

- o One (1) 15 amp 2 pole circuit breaker
 - o Thirty-six (36) spaces
- Electrical for HVAC Unit:
 - Electrical wiring and the electrical connection(s) to the HVAC equipment.
 - HVAC service receptacle and lighting fixture at the roof mounted HVAC equipment.
- Cable TV Service:
 - One (1) 1" conduit with pull string to the main Telephone/Cable TV room.
- Life Safety System:
 - One (1) fire alarm manual pull station at main entrance.
 - One (1) fire alarm horn/strobe unit.
 - Standard code-compliant fire sprinkler system

Plumbing

- 1" domestic water stubbed in space at back wall.
- 4" sanitary line stubbing in the space along the back wall.

HVAC

- 2.5-ton ductless split system for heat and air conditioning