

LEASE

This instrument is an indenture of lease (this "Lease"), by and between TRUSTEES OF TUFTS COLLEGE (the "Landlord") and CITY OF SOMERVILLE (the "Tenant").

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

ARTICLE I  
SUMMARY OF BASIC LEASE PROVISIONS

1.1 INTRODUCTION

As further supplemented in the balance of this instrument and its Exhibits, the following sets forth the basic terms of this Lease, and, where appropriate, constitutes definitions of certain terms used in this Lease.

1.2 BASIC DATA

Effective Date:	August __, 2023
Present Mailing Address of Landlord:	TRUSTEES OF TUFTS COLLEGE Office of Real Estate 14 Capen Street Medford, MA 02155 Attn: Director of Real Estate  With a copy to:  Office of University Counsel Ballou Hall, Tufts University Medford, MA 02155
Address for Payment of Rent:	Tufts University, Real Estate Services Attn: Director of Real Estate 14 Capen Street Medford, MA 02155  <u>Instructions for payment by ACH:</u>  <i>Account number: 000048915007</i> <i>Routing number for ACH: 011000138</i> <i>Legal Account Name: Trustees of Tufts College</i> <i>Each ACH payment addendum to state:</i> Tufts TAB rent

Present Mailing Address of Tenant:	City of Somerville 93 Highland Avenue Somerville, MA 02143
Building	The building located at 169 Holland Avenue in Somerville, Massachusetts.
Premises:	39,502 rentable square feet of space consisting of (i) a portion of the second (2 <sup>nd</sup> ) floor and (ii) the entire third (3 <sup>rd</sup> ) floor of the Building, all as shown on <u>Exhibit A</u> attached hereto.
Lease Term or Term:	The period of time commencing on the Commencement Date and expiring on the Expiration Date, unless earlier terminated in accordance with the provisions of this Lease.
Commencement Date:	September 1, 2023
Expiration Date:	February 28, 2025, or, if the Term of this Lease is extended in accordance with the provisions of Article XVIII, the last day of the Extension Term.
Base Rent:	\$105,338.67 per month, for a total of \$1,264,064.00 per year.
Permitted Use:	General office purposes and for no other purpose.
Business Days:	All days during the Term except Saturdays, Sundays, and days observed in the Commonwealth of Massachusetts as legal holidays.

### 1.3 ENUMERATION OF EXHIBITS

#### EXHIBITS

- A Floor Plan of Premises
- B Floor Plan of Expansion Premises

ARTICLE II  
LEASE OF PREMISES AND APPURTENANT RIGHTS

2.1 LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term of this Lease, the Premises located in the Building, subject to and in accordance with the terms and conditions of this Lease. The rentable area of the Premises has been conclusively agreed to by Landlord and Tenant, and is not subject to remeasurement by either party. Upon the Effective Date, the terms and provisions hereof shall be fully binding on Landlord and Tenant prior to the occurrence of the Commencement Date. The Term of this Lease shall commence on the Commencement Date and unless sooner terminated or extended as hereinafter provided, the Term shall end on the Expiration Date. Landlord shall be deemed to have tendered possession of the Premises to Tenant upon the giving of notice by Landlord to Tenant stating that the Premises are vacant, in the condition required by this Lease and available for Tenant's occupancy. No failure to tender possession of the Premises to Tenant on or before any particular date shall affect any other obligations of Tenant hereunder. Nothing in Exhibit A shall be treated as a representation that the Premises shall be precisely of the area, dimensions, or shapes as shown, it being the intention of the parties only to show diagrammatically, rather than precisely, on Exhibit A the layout and dimensions of the Premises. The parcel or parcels of land on which the Building is located is sometimes referred to herein as the "Lot." The Building, the Lot and all facilities and equipment located within the Building and/or on the Lot or otherwise appurtenant thereto are sometimes referred to herein collectively as the "Property."

2.2 APPURTENANT RIGHTS AND RESERVATIONS

Tenant shall have, as appurtenant to the Premises, rights to use in common with others entitled thereto the common facilities included in the Building, including the common walkways, lobbies, hallways, ramps, stairways, elevator(s), and loading dock. Such rights shall be subject to reasonable rules and regulations from time to time established by Landlord, and to the right of Landlord to designate and to change from time to time the areas and facilities so to be used, provided that such changes do not unreasonably interfere with the use by Tenant of the Premises for the Permitted Use.

Not included in the Premises are the roof or ceiling, the floor and all perimeter walls, except the inner surfaces thereof and the perimeter doors and windows. Landlord reserves the right to install, use, maintain, repair and replace in the Premises (but in such manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, shafts, pipes, and the like, in, over and upon the Premises, provided that the same are located above the dropped ceiling (or, if there is no dropped ceiling, then within three (3) feet of the roof deck), below the floor surfaces or tight against demising walls or columns. Landlord will repair any damage to the Premises or to the personal property or fixtures of Tenant to the extent caused by the installation of any such items. Such utility lines, shafts, pipes and the like shall not be deemed part of the Premises under this Lease. Landlord also reserves the right to alter or relocate any common facility.

ARTICLE III  
CONDITION OF PREMISES

3.1     CONDITION

Tenant is currently in possession of the Premises pursuant to a certain license agreement between Landlord and Tenant (the “Existing License Agreement”), which will expire or be terminated as of the Commencement Date. The parties agree that: (a) Tenant shall continue to accept and occupy the Premises in the condition existing on the Commencement Date in its “as is,” “where is” and “with all faults” condition, and (b) Landlord has no obligation to perform any other work, supply any materials, incur any expense or make any alterations or improvements to prepare the Premises for Tenant’s use and occupancy.

3.2     GENERAL PROVISIONS

Tenant may, at its own cost and expense, in accordance with and subject to the terms and provisions of this Lease, perform or cause to be performed any and all work necessary to prepare the Premises for Tenant’s occupancy hereunder, equip the Premises with new trade fixtures and personal property necessary or proper for the conduct of Tenant’s business hereunder, and install telecommunications system and data/computer network, together with the wiring and cabling related thereto, provided that such work is coordinated with Landlord.

3.3     FURNITURE

Tenant is currently in possession of the furniture existing in the Premises as of the Commencement Date (the “Existing Furniture”), and Tenant shall continue to accept the existing Furniture in the condition existing on the Commencement Date in its “as is,” “where is” and “with all faults” condition.

ARTICLE IV  
RENT

4.1     RENT PAYMENTS

(a)     The Base Rent (at the rates specified in Section 1.2 hereof), and the additional rent and other charges payable pursuant to this Lease (collectively the “Rent”) shall be payable by Tenant to Landlord in good funds at the Address for Payment of Rent as set forth in Section 1.2 above or such other place as Landlord may from time to time designate by notice to Tenant, without any demand, and without any counterclaim, offset or deduction, of any kind, whatsoever.

(b)     Commencing on the Commencement Date and thereafter throughout the Term of this Lease, Tenant shall pay Base Rent in advance on the first day of each and every calendar month. If the Commencement Date falls on a day other than the first day of a calendar month, the first payment which Tenant shall make shall be made on the Commencement Date and shall be equal to the sum of (a) a proportionate part of such Base Rent for the partial month from the Commencement Date to the first day of the next succeeding calendar month, and (b) the Base

Rent for such succeeding calendar month. Additional rent and other charges payable pursuant to this Lease shall be payable at the times and in the manner set forth in this Lease.

(c) Base Rent for any partial month shall be paid by Tenant to Landlord at such rate on a pro rata basis. Any other charges payable by Tenant on a monthly basis, as hereinafter provided, shall likewise be prorated.

(d) Rent not paid within five (5) days of the date due shall incur a late charge equal to the sum of: (a) five percent (5%) of the outstanding amount for administration and bookkeeping costs associated with the late payment and (b) interest on the outstanding amount from the due date through and including the date such payment or installment is received by Landlord, at a rate equal to the lesser of (i) the rate announced by Bank of America, N.A. (or its successor) from time to time as its prime or base rate (or if such rate is no longer available, a comparable rate reasonably selected by Landlord), plus two percent (2%), or (ii) the maximum applicable legal rate, if any. Such interest shall be additional rent and shall be paid by Tenant to Landlord upon demand.

#### 4.2 REAL ESTATE TAXES

(a) The term "Taxes" shall mean all taxes and assessments (including, without limitation, assessments for public improvements or benefits and water and sewer use charges), and other charges or fees in the nature of taxes for municipal services which at any time during or in respect of the Lease Term may be assessed, levied, confirmed or imposed on or in respect of, or be a lien upon, the Building and/or the Lot, or any part thereof, or any rent therefrom or any estate, right, or interest therein, or any occupancy, use, or possession of such property or any part thereof, and ad valorem taxes for any personal property used in connection with the Building or Lot. Without limiting the foregoing, Taxes shall also include any payments made by Landlord in lieu of taxes and all business improvement district payments. Landlord agrees that Tenant's share of any special assessment shall be determined (whether or not Landlord avails itself of the privilege so to do) as if Landlord had elected to pay the same in installments over the longest period of time permitted by applicable law and Tenant shall be responsible only for those installments (including interest accruing and payable thereon) or parts of installment that are attributable to periods within the Lease Term.

(b) In the event any Taxes shall be levied on the Premises or any part thereof as a result of Tenant's use, maintenance, improvement, occupancy or operation of the Premises, Tenant agrees to pay any such Taxes when and as due. Notwithstanding the foregoing, during the period in which Landlord owns the Building, Landlord agrees to continue to pay to Tenant an annual amount of \$25,000.00 as Payment-In-Lieu-of-Tax (PILOT) pursuant to an existing PILOT arrangement between Landlord and Tenant.

(c) Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed in and upon the Premises by Tenant.

ARTICLE V  
USE OF PREMISES

5.1 PERMITTED USE

Tenant agrees that the Premises shall be used and occupied by Tenant only for the purposes specified as the Permitted Use thereof in Section 1.2 of this Lease, and for no other purpose or purposes. In no event shall Tenant use or permit the use of the Premises for (i) an employment agency or similar enterprise, (ii) the manufacture, retail sale, storage of merchandise or auction of merchandise, goods or property of any kind to the general public which could reasonably be expected to create a volume of pedestrian traffic substantially in excess of that normally encountered in first-class office buildings, (iii) the rendering of medical, dental or other therapeutic or diagnostic services, or (iv) any illegal purposes or any activity constituting a nuisance.

Tenant shall comply and shall cause its employees, agents, and invitees to comply with the rules and regulations as Landlord shall from time to time establish for the proper regulation of the Building and the Lot, provided that Landlord gives Tenant reasonable advance notice thereof.

5.2 COMPLIANCE WITH LAWS

Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, or contrary to any law, ordinance, by-law, code, rule, regulation or order any governmental or quasi-governmental authority (collectively, “Requirements”) applicable in the municipality in which the Premises are located or which will disturb the quiet enjoyment of the other tenants of the Building. Tenant shall obtain any and all approvals, permits, licenses, variances and the like from governmental or quasi-governmental authorities, including without limitation any Architectural Access Board and Board of Fire Underwriters (collectively, “Approvals”) which are required for Tenant’s use of the Premises, including, without limitation, as may be required to perform any construction work and installations, alterations, or additions made by Tenant to, in, on, or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord a reasonable opportunity to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord’s written consent. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Without limiting the general application of the foregoing, Tenant shall be responsible for compliance of the Premises, including, without limitation, any Alterations (as hereinafter defined) it may make to the Premises, with applicable Requirements, including the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the “ADA”). Landlord shall be responsible for the compliance of the common areas of the Building and Lot with the requirements of the ADA. Tenant’s inability to obtain or delay in obtaining any such Approval shall in no event reduce, delay, or terminate Tenant’s rental, payment, and performance obligations hereunder. Without limiting the generality of the foregoing, Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the

Premises required by any Requirements; (ii) keep the Premises equipped with all required safety equipment and appliances; and (iii) comply with all Requirements and the requirements of Landlord's and Tenant's insurers applicable to the Premises, Building and Lot. Tenant shall not place a load upon any floor in the Premises exceeding the lesser of (a) the floor load per square foot of area which such floor was designed to carry as certified by Landlord's architect and (b) the floor load per square foot of area which is allowed by law. Landlord reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed in the Premises so as to distribute the weight.

### 5.3 INSURANCE RISKS

Tenant shall not permit any use of the Premises which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Building 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 successor organization) or which shall require any alteration or addition to the Building. Tenant shall, within thirty (30) days after written demand therefor, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

### 5.4 ELECTRICAL EQUIPMENT

Tenant shall not, without Landlord's written consent in each instance, which consent will not be unreasonably withheld, conditioned or delayed, connect to the electrical distribution system any fixtures, appliances, or equipment which will operate individually or collectively at a wattage in excess of the capacity of the electrical system serving the Premises as the same may be reasonably determined by Landlord, and Landlord may audit Tenant's use of electric power to determine Tenant's compliance herewith. If Landlord, in its reasonable discretion, permits such excess usage, Tenant will pay, as additional rent, for the cost of power necessary to accommodate such usage, together with the cost of installing any additional risers, meters, and/or other facilities that may be required to furnish and/or measure such excess power to the Premises.

### 5.5 TENANT'S OPERATIONAL COVENANTS

#### (a) Affirmative Covenants

In regard to the use and occupancy of the Premises, Tenant will at its expense: (1) keep the inside and outside of all glass in the doors and internal windows of the Premises reasonably clean and replace promptly any cracked or broken glass with glass of similar or like quality; (2) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (3) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed; (4) keep all mechanical apparatus free of vibration and loud noise which may be transmitted beyond the Premises; and (5) comply with and observe all rules and regulations established by Landlord from time to time.

#### (b) Negative Covenants

In regard to the use and occupancy of the Premises and common areas, Tenant will not: (a) place or maintain any trash, refuse or other articles in any vestibule or entry of the Premises, on the sidewalks or corridors adjacent thereto or elsewhere so as to obstruct any corridor, stairway, sidewalk or common area; (b) permit undue accumulations of garbage, trash, rubbish or other refuse within or without the Premises; (c) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (d) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building, or use or permit the use of any portion of the Premises for any unlawful purpose; or (e) park trucks or other vehicles in a manner that will block access to the loading docks serving the Building, except when Tenant is actively using such loading docks.

(c) Yield Up

Tenant will yield up and surrender possession of the Premises to Landlord at the expiration of the Term or earlier termination of this Lease, free and clear of all tenants and occupants, broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of this Lease; surrender all keys to the Premises; to remove the Existing Furniture, all Alterations, and Tenant's Property from the Premises; remove all Tenant's telecommunications equipment and wires and cables installed by or on behalf of Tenant; and remove such other installations made by it as Landlord may request and all Tenant's signs wherever located. Any property not so removed shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in effecting such removal and disposition, and in making any repairs and replacements to the Premises after surrender thereof by Tenant.

5.6 SIGNS

Tenant shall not place any signs, placards, or the like on the Building or in the Premises that will be visible from outside of the Premises (including without limitation both interior and exterior surfaces of the windows). Without limiting the foregoing, Landlord shall, at Tenant's cost and expense, install a Building standard sign (identifying Tenant as an occupant) located in the elevator lobby of the floor of the Building on which the Premises are located. Any changes, replacements or additions by Tenant to such signage shall be at Tenant's sole cost and expense. Tenant may, at Tenant's sole cost and expense install a sign (including Tenant's logo) on the door to the Premises. All signs (including the size, location, design, materials, colors and appearance thereof) shall be subject to the prior review and approval of Landlord in all respects. In connection therewith, Tenant shall, at its sole cost and expense, prepare all plans and specifications relating to such signs, and be responsible for all costs and expenses of constructing, installing, maintaining, repairing, replacing and removing such signs. Landlord shall have no obligations or liabilities with respect to the design of such signs, the obtaining of any required permits or approvals with respect thereto, or the construction, installation, maintenance, repair or replacement thereof, all of which shall be at the sole risk, and sole cost and expense of Tenant. Tenant shall maintain and repair any such signs installed by or on behalf of Tenant in first-class order, condition and repair at its sole cost and expense in accordance with



all Requirements and all rules, regulations and directives of Landlord; provided, however, if Tenant fails to repair and maintain such signs and such failure continues for more than thirty (30) days after written notice from Landlord, then Landlord may elect to perform such maintenance and repairs, in which event Tenant shall, within thirty (30) days after receipt of an invoice therefor, reimburse Landlord for all reasonable costs and expenses incurred by Landlord in connection therewith. Upon the expiration or termination of the Term of the Lease, Tenant shall, at its sole cost and expense, remove all such signs and repair any damage resulting therefrom.

## 5.7 HAZARDOUS MATERIALS

Tenant shall not use, handle, transport, store, or dispose of any oil, hazardous or toxic substances, materials or wastes (collectively "Hazardous Materials") in, under, on or about the Premises, the Building and/or the Lot except for usual and customary commercially available cleansers, office supplies and products which contain Hazardous Materials; provided, that (i) such cleansers, office supplies and products are ordinarily and customarily used in the ordinary course of first-class business offices, and (ii) any such use is in strict compliance with all applicable Requirements. Without limiting the foregoing, any Hazardous Materials in the Premises, and all containers therefor, shall be used, kept, stored and disposed of with due care and in conformity with all applicable Requirements. If the transportation, storage, use, handling, or disposal of Hazardous Materials in the Premises, the Building, the Lot or anywhere on the Property arising out of or resulting from the acts or omissions of Tenant or its agents, employees, contractors, invitees, guests or others acting by, through or under Tenant, or Tenant's use of the Premises, results in (1) contamination of the soil, air, surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. The provisions of this Section 5.7 shall survive the expiration or termination of this Lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. The terms of this Section 5.7 shall apply to any transportation, handling, storage, use or disposal of Hazardous Materials irrespective of whether Tenant has obtained Landlord's consent therefor.

## ARTICLE VI INSTALLATIONS, ALTERATIONS, AND ADDITIONS

6.1 (a) Tenant shall not make any alterations, additions, improvements, or other physical changes in, about or to the Premises (collectively, "Alterations") without Landlord's prior consent in each instance. Without limiting the foregoing, Landlord shall not unreasonably withhold its consent to Alterations so long as such Alterations (i) are non-structural and do not affect the Building systems, (ii) are performed only by Landlord's designated contractors or by contractors or mechanics approved by Landlord to perform such Alterations, (iii) affect only the Premises and are not visible from outside of the Premises, and (iv) are in compliance with all

applicable Requirements. Notwithstanding the foregoing, the prior consent of Landlord shall not be required for (X) Tenant's installation of its telecommunications system and data/computer network, together with the wiring and cabling related thereto, provided that such work is coordinated with Landlord or (Y) decorative Alterations (such as painting, wall coverings and carpeting) so long as such decorative Alterations are non-structural and do not affect the Building systems and are in compliance with all applicable Requirements (as hereinafter defined). Tenant shall provide Landlord with notice prior to undertaking any of the foregoing work.

(b) Prior to making any Alterations, Tenant, at its expense, shall, and shall cause its contractors to (i) submit to Landlord for its written approval, detailed plans and specifications (including layout, architectural, mechanical, electrical, plumbing, sprinkler and structural drawings) of each proposed Alteration, (ii) obtain all permits, approvals and certificates required by any governmental authorities, (iii) furnish to Landlord duplicate original policies or certificates of worker's compensation insurance (covering all persons to be employed by Tenant, and Tenant's contractors and subcontractors in connection with such Alteration), comprehensive public liability (including property damage coverage) and builder's risk insurance coverage (issued on a completed value basis) all in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require, naming Landlord, Landlord's managing agent, and their respective employees and agents, any mortgagee as additional insureds, and (iv) furnish to Landlord such other evidence of Tenant's ability to complete and to fully pay for such Alterations as is reasonably satisfactory to Landlord. Upon Tenant's request, Landlord shall exercise reasonable efforts to cooperate with Tenant in obtaining any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alteration (if the provisions of the applicable Requirements require that Landlord join in such application), provided Landlord shall incur no cost, expense or liability in connection therewith.

(c) Within thirty (30) days following completion of any Alterations, Tenant, at its expense, shall obtain and deliver to Landlord: (i) copies of paid invoices covering all of the Alterations, (ii) final waivers of lien from all contractors, subcontractors and material suppliers performing work or providing material in connection with the Alterations, (iii) proof of the satisfactory completion of all required inspections and the issuance of any required approvals and sign-offs by Governmental Authorities with respect thereto, (iv) "as-built" plans and specifications for such Alterations, (v) a written certification in the form of the AIA Document G702 (or, if such document is no longer in use, such other form as Landlord shall reasonably approve) from Tenant's architect stating that (A) the Alterations have been completed in accordance with the plans and specifications approved by Landlord, (B) such work has been paid in full by Tenant, and (C) all contractors, subcontractors and materialmen have delivered to Tenant waivers of lien with respect to such work (copies of which shall be included with such architect's certification), and (vi) such other documents and information as Landlord may reasonably request.

(d) All Alterations shall be performed (a) in a good and first-class workmanlike manner and free from defects, (b) in accordance with the plans and specifications approved by Landlord, and by contractors approved by Landlord, (c) excepting only decorative Alterations, under the supervision of a licensed architect reasonably satisfactory to Landlord, and (d) in compliance with all Requirements, the terms of this Lease, all procedures and regulations then prescribed by Landlord for coordinating all work performed in the Building. All materials and

equipment to be used in the Premises shall be of first quality and at least equal to the applicable standards for the Building then established by Landlord, and no such materials or equipment shall be subject to any lien or other encumbrance. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord, nor shall the date of the commencement of the Term of this Lease be extended as a result of the above actions.

(e) All personal property, trade fixtures and other movable equipment ("Tenant's Property") shall be and remain the property of Tenant and Tenant may remove the same at any time on or before the expiration date. Tenant shall repair and restore, in a good and workmanlike manner, any damage to the Premises or the Building resulting from or caused by Tenant's removal of any Tenant's Property and if Tenant fails to do so, Tenant shall reimburse Landlord, on demand, for Landlord's cost of repairing and restoring such damage. Any Tenant's Property not so removed shall be deemed abandoned and Landlord may remove and dispose of same, and repair and restore any damage caused thereby, at Tenant's cost and without liability to or recourse by Tenant or anyone claiming by, through or under Tenant. The foregoing provisions shall survive the expiration or earlier termination of this Lease.

(f) Tenant, at its expense, shall discharge any lien or charge filed against the Premises and/or the Property (or any part thereof) arising out of or resulting from any work claimed to have been done by or on behalf of, or materials claimed to have been furnished to, Tenant, within ten (10) days after Tenant's receipt of notice thereof.

(g) Tenant shall pay to Landlord or its designee, as additional rent, within thirty (30) days after request therefor, all out-of-pocket costs actually incurred by Landlord in connection with Tenant's Alterations including, without limitation, costs incurred in connection with (a) Landlord's review of the Alterations and plans therefor (including review of requests for approval thereof) and (b) the provision of Building personnel during the performance of any Alteration to operate elevator(s) or otherwise to facilitate any Alterations.

(h) The approval of plans or specifications, or consent by Landlord to the making of any Alterations, shall not constitute Landlord's agreement or representation that such plans, specifications or Alterations comply with any applicable Requirements. Landlord shall have no liability to Tenant or any other party in connection with Landlord's approval of any plans and specifications for any Alterations, or Landlord's consent to Tenant's performing any Alterations.

ARTICLE VII  
ASSIGNMENT AND SUBLETTING

7.1 PROHIBITION

Notwithstanding any other provision of this Lease, Tenant shall not, directly or indirectly, assign, mortgage, pledge or otherwise transfer, voluntarily or involuntarily, this Lease or any interest herein or sublet (which term without limitation, shall include granting of concessions, licenses, and the like) or allow any other person or entity to occupy the whole or any part of the Premises, without, in each instance, having first received the express consent of Landlord. Any assignment, mortgage, pledge, transfer of this Lease or subletting of the whole or any part of the Premises by Tenant without Landlord's express consent shall be invalid, void and of no force or effect. This prohibition includes, without limitation, any assignment, subletting, or other transfer which would occur by operation of law, merger, consolidation, reorganization, acquisition, transfer, or other change of Tenant's corporate, ownership, and/or proprietary structure, including, without limitation, a change in the partners of any partnership, a change in the members and/or managers of any limited liability company, and/or the sale, pledge, or other transfer of any of the issued or outstanding capital stock of any corporate Tenant.

In the case of any assignment or subletting, the Tenant originally named herein shall remain fully liable for all obligations of Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Landlord's consent to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express consent to any further assignment or subletting.

7.2 NO WAIVER

The acceptance by Landlord of the payment of Rent, additional rent or other charges from an assignee or sublease shall not be considered to be a consent by Landlord to any such assignment, sublease, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord. The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord's consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord's discretion by notice to Tenant.

ARTICLE VIII  
REPAIRS AND MAINTENANCE

8.1 TENANT OBLIGATIONS

From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted; and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition.

8.2 LANDLORD OBLIGATIONS

Except as may be provided in Articles XII and XIII, Landlord agrees to keep in good order, condition, and repair the structural components and the roof of the Building, the common utility and Building systems to the extent the same are located outside the Premises, the common hallways, entrances, restrooms and elevator(s), and the sprinkler system to the extent the same is located outside the Premises (Tenant being responsible for the maintenance of all portions of the Building systems located within the Premises); provided, however, that Tenant shall reimburse Landlord, as additional rent hereunder, within thirty (30) days after receipt of Landlord's invoice therefor, for the reasonable costs of maintaining, repairing, or otherwise correcting any condition caused by or arising out of an act, omission, neglect or default under this Lease of Tenant or any employee, agent, or contractor of Tenant or any other party for whose conduct Tenant is responsible. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided in this Section 8.2. In addition, Landlord shall not be liable for any failure to make such repairs unless and until Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter.

8.3 CAUSES BEYOND CONTROL OF LANDLORD

(a) Landlord shall in no event be liable for failure to perform or any delay in performance of any of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control ("Force Majeure"), including, without limitation, labor dispute, breakdown, accident, order or regulation of or by any governmental authority, epidemic, pandemic or other health emergency or exigency, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish services required under this Lease, or because of war or other emergency, or for any cause due to any act, neglect, or default of Tenant or Tenant's servants, contractors, agents, employees, licensees or any person claiming by, through or under Tenant. Without limiting the foregoing, in no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages under the provisions of this Section 8.3(a) or any other provision of this Lease.

(b) Landlord shall not be liable for any damage to property of Tenant or of others entrusted to employees of the Building, or for the loss or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property

resulting from fire, explosion, falling plaster, steam, gas, electricity, rain, snow, or other of the elements, water or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature.

ARTICLE IX  
SERVICES TO BE FURNISHED BY LANDLORD; ACCESS AND SECURITY; OTHER  
SERVICES

9.1 SERVICES

Landlord shall make available heating, ventilation and air conditioning (“HVAC”) service consistent with the level of service currently provided by Landlord in the Building, as required by applicable Requirements. Landlord shall redistribute or furnish electricity to or for the use of Tenant in the Premises for lighting and electrical receptacles, exclusive of the base building HVAC System. Tenant shall have the right to use the lights and electrical outlets presently existing in the Premises. Landlord shall arrange for gas to serve the Premises and provide to the Premises cold water for usual and customary drinking, cleaning and lavatory purposes. Except as expressly set forth in this Section 9.1, Landlord shall have no obligation to supply any other services to the Premises.

9.2 ACCESS AND SECURITY SERVICES.

(a) So long as Tenant shall comply with Landlord’s reasonable security program for the Building, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, during the Term of this Lease, except in the event of an emergency or force majeure; provided, however, Landlord reserves the right to lock all entrances to the Building at such times, other than the standard Building hours, as Landlord may deem advisable, and Tenant may use the key fob access system of the Building during such times.

(b) Tenant agrees that, in all events, Tenant is responsible for providing security to, and installing locks and security systems serving, the Premises and Tenant’s personnel and Landlord shall have no obligations or liabilities, of any kind, in connection therewith. Tenant may elect to install an access-controlled security system in the Premises; provided that any such system shall be compatible with any Building security control system or Tenant shall provide Landlord with master keys, access cards and codes and all other necessary means of access to all locks and security systems for and with respect to the Premises. Notwithstanding the foregoing, in no event shall Landlord have any liability or obligation to Tenant arising from any claims for loss, injury or damage to persons or property in connection therewith, excepting only to the extent caused by the negligence, or gross negligence or willful misconduct of Landlord.

9.3 OTHER UTILITIES AND SERVICES

(a) Tenant shall, at Tenant’s sole cost and expense, be solely responsible for performing all janitorial and trash services and other cleaning of the Premises, in a manner reasonably satisfactory to Landlord. During the Term, Tenant shall have the right to use the

common dumpster serving the Building for the disposal of ordinary office waste from the Premises.

(b) Without limiting clause (a) above, Tenant shall contract directly with the providers for, and shall pay directly to the providers as they become due, all charges for telephone, cable, data transmission and other utilities and services furnished to or consumed in the Premises. Landlord shall not be liable for any interruption or failure in the supply of any such services. Without limitation, if Tenant is not charged directly by the providers of any such services or utilities, then Tenant shall pay, as additional rent within thirty (30) days after receipt of Landlord's invoice therefor, its allocable share thereof, as determined by Landlord in its reasonable discretion. Except as expressly set forth in this Article IX, Tenant agrees to contract separately for all utilities and building and other services required for Tenant's use and occupancy of the Premises hereunder.

#### 9.4 INTERRUPTION

Landlord shall not be liable to Tenant, nor shall Tenant have a claim for any compensation or reduction of Rent, arising out of or resulting from interruptions or shortages of utilities or building services, or from Landlord's entering the Premises for any of the purposes authorized by this Lease or for repairing the Premises, or any portion of the Building and/or the Property. If Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any utility or service or performing any other obligation to be performed on Landlord's part, by reason of any cause, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to any claim by Tenant that such failure constitutes actual or constructive, total or partial, eviction from the Premises. Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant not less than twenty-four (24) hours advance notice of any contemplated stoppage and will use diligent efforts to avoid unreasonable inconvenience to Tenant by reason thereof. Landlord also reserves the right to institute such policies, programs and measures as may be necessary, required or expedient for the conservation or preservation of energy or energy services or as may be necessary or required to comply with applicable codes, rules, regulations or standards. In so doing, Landlord shall make diligent efforts to avoid unreasonable inconvenience to Tenant by reason thereof.

#### 9.5 NO OTHER SERVICES.

Except as otherwise expressly provided in this Article IX, Landlord shall not be required to furnish any other services to the Premises.

## ARTICLE X INDEMNITY

### 10.1 INDEMNITY

Tenant hereby agrees to be fully liable and responsible for and, to the extent permitted by law, to indemnify, defend, and hold the Landlord and its trustees, officers, employees, and agents harmless from any and all liability, loss, damages, (including consequential damages), costs, or expenses, including reasonable attorneys' fees, arising from any use of the Premises or the Building by any of Tenant's agents, employees, or invitees, any other act, omission, negligence or intentional misconduct of Tenant, its agents, its employees, or its invitees, or by any person in or upon the Building or the Premises with Tenant's consent (other than Landlord and its agents and employees) or from any violation of the provisions of this Lease or applicable Requirement by any such person, including, without limitation, any illness, death or injury suffered by any agent, employee or invitee of Tenant. Tenant further agrees to pay any taxes, fees or fines which are imposed on the Landlord in connection with any use of the Premises by Tenant and its employees and agents. This provision shall survive the expiration or termination of this Lease.

Landlord hereby agrees to be fully liable and responsible for and, to the extent permitted by law, to indemnify, defend, and hold the Tenant and its trustees, officers, employees, and agents harmless from any and all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, arising from any negligence or intentional misconduct of Landlord, its agents, or its employees, or from any violation of the provisions of this Lease or applicable Requirement by Landlord, its agents, or its employees.

### 10.2 TENANT'S RISK

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 resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of persons occupying any part of the Building, or for any loss or damage from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters. To the extent permitted by law, Landlord and Tenant each waives on behalf of itself and its insurer all rights to assert claims for any losses, damages, liabilities, and expenses, including but not limited to attorney's fees, against the other party, its subsidiaries and affiliates, and their respective directors, officers, managers, tenants and employees, for damages to the extent proceeds realized from policies of insurance maintained by either party are applied to such party's losses, damages, liabilities, and expenses. Nothing contained in this paragraph shall be deemed to modify or otherwise affect any releases elsewhere contained in this Lease.

Tenant agrees to use and occupy the Premises and to use such other portions of the Building and the Lot as Tenant is herein given the right to use at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant (whether or not insured by Tenant, the parties hereby agreeing that Landlord



shall in no event be obligated to insure any such property of Tenant), excepting only to the extent caused by the negligence, gross negligence, or willful misconduct of Landlord.

## ARTICLE XI INSURANCE

### 11.1 INSURANCE

Tenant is self-insured as of the Effective Date and shall maintain such self-insurance during the Term of this Lease. The provisions of Section 10.2 hereof shall apply with respect to Tenant as self-insurer and the waiver set forth therein shall not be rendered null and void or diminished in any way by statute or case law or otherwise due to Tenant's status as a self-insurer.

### 11.2 CONSTRUCTION PERIOD INSURANCE

At any time when demolition or construction work is being performed on or about the Premises or Building by or on behalf of Tenant, Tenant shall cause its contractors to keep in full force and effect insurances coverages reasonably approved by Landlord.

Tenant shall cause a certificate or certificates of such insurance to be delivered to Landlord prior to the commencement of any work in or about the Building or the Premises, in default of which Landlord shall have the right, but not the obligation, to obtain any or all such insurance at the expense of Tenant, in addition to any other right or remedy of Landlord. The provisions of this Section 11.2 shall survive the expiration or earlier termination of this Lease.

## ARTICLE XII CASUALTY

### 12.1 DEFINITION OF "SUBSTANTIAL DAMAGE" AND "PARTIAL DAMAGE"

The term "substantial damage", as used herein, shall refer to damage which is of such a character that in Landlord's reasonable, good faith determination the same cannot, in ordinary course, be expected to be repaired within sixty (60) days from the time that such repair work would commence. Any damage which is not "substantial damage" is "partial damage".

### 12.2 PARTIAL DAMAGE TO THE BUILDING

If, during the Lease Term there shall be partial damage to the Building by fire or other casualty, and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, then Landlord shall promptly proceed to restore the Building to substantially the condition in which it was immediately prior to the occurrence of such damage; provided, however, in no event shall Landlord be obligated to expend more than the insurance proceeds actually received by Landlord, plus the amount of any deductible carried by Landlord.

### 12.3 SUBSTANTIAL DAMAGE TO THE BUILDING

If, during the Lease Term there shall be substantial damage to the Building by fire or other casualty, and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, then Landlord shall promptly restore the Building following receipt of all insurance proceeds with respect to such damage or casualty, to the extent reasonably necessary to enable Tenant's use of the Premises, unless Landlord, within one hundred and twenty (120) days after the receipt of all insurance proceeds with respect to such damage, shall give notice to Tenant of Landlord's election to terminate this Lease; provided, however, in no event shall Landlord be obligated to expend more than the insurance proceeds actually received by Landlord, plus the amount of any deductible carried by Landlord. Landlord shall have the right to make such election in the event of substantial damage to the Building whether or not such damage materially interferes with Tenant's use of the Premises. If Landlord shall give such notice, then 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. If Landlord has not restored the Premises to the extent required under this Section 12.3 within eighteen (18) months after the date of such damage or destruction, such eighteen (18) month period to be extended to the extent of any delays of the completion of such restoration due to matters beyond Landlord's reasonable control, then Tenant may elect to terminate this Lease by giving written notice of such election to Landlord within thirty (30) days after the end of such eighteen (18) month period and before the substantial completion of such restoration. If Tenant so elects to terminate this Lease, then this Lease and the term hereof shall cease and come to an end on the date that is thirty (30) days after the date that Landlord receives Tenant's termination notice, unless on or before such date Landlord has substantially completed such restoration.

### 12.4 ABATEMENT OF RENT

If during the Lease Term the Building shall be damaged by fire or casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, a just proportion of the Base Rent payable by Tenant hereunder shall abate proportionately for the period in which, by reason of such damage, there is such interference with 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 if and when Landlord shall have substantially restored the Premises or so much thereof as shall have been originally constructed by Landlord (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant) to substantially the condition in which the Premises were prior to such damage.

### 12.5 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs or perform any restoration work under this Article XII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, the requirements of any applicable Requirements the refusal of the holder of a mortgage or ground lease affecting the Property (or any part thereof) to make available to Landlord the net insurance proceeds attributable to such restoration, or the inadequacy of such proceeds to fund the full cost of such repairs or restoration. Without limiting the foregoing, reasonably promptly after Landlord ascertains the existence of

any such cause, it shall elect to either terminate this Lease or waive such condition to its restoration obligations and proceed to restore the Premises as otherwise provided herein. Further, Landlord shall not be obligated to make any repairs or perform any restoration work to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant (all of which Tenant shall repair and restore), or to any fixtures in or portions of the Premises or the Building which were constructed or installed by or for some party other than Landlord or which are not the property of Landlord.

## ARTICLE XIII EMINENT DOMAIN

### 13.1 RIGHTS OF TERMINATION FOR TAKING

If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 360 days) by condemnation or right of eminent domain or sold in lieu of condemnation, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election not later than sixty (60) days after Tenant has been deprived of possession of the Premises.

Further, if so much of the Building (which may, but need not include, the Premises) or the Lot shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority to the extent that continued operation of the same would, in Landlord's opinion, be uneconomical, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

Should any part of the Premises be so taken or condemned or receive such damage and should this Lease be not terminated in accordance with the foregoing provisions, Landlord shall promptly after the determination of Landlord's award on account thereof, expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit that is reasonably suitable to the uses of Tenant permitted hereunder. Should the net amount so awarded to Landlord be insufficient to cover the cost of so restoring the Premises, in the reasonable estimate of Landlord, Landlord may, but shall have no obligation to, supply the amount of such insufficiency and restore the Premises to such an architectural unit, with all reasonable diligence, or Landlord may terminate this Lease by giving notice to Tenant within sixty (60) days after Landlord has determined the estimated cost of such restoration.

### 13.2 PAYMENT OF AWARD

Landlord shall have and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Building and the Lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim

for the value of loss of business or good will, or costs of improvements or trade fixtures installed in the Premises by Tenant entirely at Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

### 13.3 ABATEMENT OF RENT

In the event of any such taking of the Premises (or a portion thereof), if and to the extent Tenant is deprived of possession of the Premises, commencing on the date on which Tenant is deprived of possession of the Premises (or the subject portion thereof, as applicable), the Base Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

### 13.4 MISCELLANEOUS

In no event shall Landlord have any obligation to make any repairs under this Article XIII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, requirements of any applicable Requirements or requirements of any mortgagee. Further, Landlord shall not be obligated to make any repairs to any portions of the Premises or the Building which were constructed or installed by or for some party other than Landlord or which are not the property of Landlord and Tenant shall be obligated to perform any repairs on and restorations to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant.

## ARTICLE XIV DEFAULT

### 14.1 TENANT'S DEFAULT

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

(i) Tenant shall fail to make payment of rent or any other monetary amount when due under this Lease; or

(ii) 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 (such as, but without limitation, failure to maintain general liability insurance, or the employment of labor and contractors within the Premises in violation of this Lease), and such failure continues for three (3) days after notice from Landlord to Tenant thereof; or

(iii) Tenant shall fail to perform or observe any other covenant or provision herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and diligently

to prosecute such remedy to completion within not more than ninety (90) days after notice to Tenant; or

(iv) except as otherwise provided by applicable law, if 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 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, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy, or extend the time for the payment of debts,

then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming by, through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of the Term of this Lease and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws (including M.G.L. c.186, §11), in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, (x) to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or (y) to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after such termination, entry or re-entry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, attorneys'

fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for what would be the then unexpired Lease Term if the same remained in effect.

(c) In case of any Default of Tenant, re-entry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to re-let the Premises and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary for the purpose of reletting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any reletting of the Premises all relevant factors which would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, such as, but not limited to, the first class quality of the Building and the financial responsibility of any such replacement tenant. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages. Landlord agrees to list the Premises with a broker in the event of a termination, entry or re-entry under this ARTICLE XIV, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this ARTICLE XIV and shall not be construed to entitle Tenant to set-off against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation. In no event shall Landlord be obligated to give priority to the re-letting of the Premises over any other Premises in the Building or any other building owned by Landlord.

(d) If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein or any sublessee, franchisee, concessionee, or licensee of all or any portion of the Premises, the happening of any of the events described in paragraph (a)(iv) of this Section with respect to such guarantor, assignee, sublessee, franchisee, concessionee, or licensee shall constitute a Default of Tenant hereunder.

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may, at any time, be entitled lawfully and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant, or the expiration or termination of this Lease, Landlord shall have the right of summary process under Massachusetts General Laws c. 239, or other applicable statutes, and such other rights to recover possession as permitted by law. Tenant and Landlord each hereby waives any and all rights under the laws of any state to the right, if any, to trial by jury.

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

#### 14.2 LANDLORD'S DEFAULT

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless Landlord shall have failed to perform such obligations within thirty (30) days (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. Without limitation, in no event shall Tenant have the right to terminate or cancel this Lease or to withhold Rent or to set-off or deduct any claim or damages against Rent as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the Premises (constructive or actual) by Landlord continuing after notice to Landlord thereof and a reasonable opportunity for Landlord to cure the same as set forth above. In addition, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from Rent thereafter due and payable under this Lease, but shall look solely to the interests of Landlord in the Property for satisfaction of any such claim.

### ARTICLE XV LANDLORD'S ACCESS TO PREMISES

#### 15.1 LANDLORD'S RIGHT OF ACCESS

Landlord and its agents, contractors, and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice (except in exigent circumstances or any time in case of emergency, in which event no such notice shall be required), for the purpose of inspecting or of making repairs or alterations, to the Premises or the Building or additions to the Building, or for the purpose of performing any obligation of Landlord under this Lease, or exercising any right or remedy reserved to Landlord in this Lease or otherwise available at law or in equity, or to erect, install, use, maintain, repair and replace pipes, ducts and conduits in and through the Premises, or to make such decorations, repairs, alterations, improvements or additions, or to perform such maintenance, including, but not limited to, the maintenance of all heating, air conditioning, elevator, plumbing, electrical and other mechanical facilities, as Landlord may deem necessary or desirable. Landlord shall also have the right to make access available at all reasonable hours to prospective or existing

investors, mortgagees or purchasers of any part of the Building. To assure access by Landlord to the Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.

For a period commencing six (6) months prior to the expiration of the Lease Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

## ARTICLE XVI RIGHTS OF MORTGAGEES

### 16.1 SUBORDINATION AND ATTORNMENT

(a) This Lease shall be subject and subordinate to any mortgage or ground lease now or hereafter on the Building or Property (or any part thereof), and to all renewals, modifications, consolidations, replacements and extensions thereof and all substitutions therefor. If any holder of a mortgage or holder of a ground lease of property which includes the Premises executed and recorded prior to the date of this Lease shall so elect, this Lease, and the rights of Tenant hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage. The election of any such holder shall become effective upon either notice from such holder to Tenant in the same fashion as notices from Landlord to Tenant are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument, in which such holder subordinates its rights under such mortgage or ground lease to this Lease.

(b) Upon the request of Landlord, the holder of any mortgage or deed of trust affecting the Premises, or the lessor under any ground lease affecting the Premises, Tenant shall execute and deliver to such party an attornment agreement providing that Tenant shall attorn to such holder or lessor in the event of a foreclosure of such mortgage or deed of trust or transfer in lieu thereof or a termination of such ground lease and incorporating such other terms and conditions as such party may reasonably require, provided that such agreement includes an agreement by such other party to recognize and not to disturb the rights of Tenant under this Lease, subject to and in accordance with the terms and conditions hereof. Irrespective of whether any such attornment agreement has been executed, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns, encumbering the Premises, or any part thereof, or in the event of termination of any ground lease, Tenant shall, if so requested, attorn to the purchaser or ground lessor upon such foreclosure, sale or termination or upon any grant of a deed in lieu of foreclosure and recognize such purchaser or ground lessor as Landlord under this Lease.

(c) Tenant agrees on request of Landlord to execute and deliver from time to time any instrument that Landlord may reasonably deem necessary to implement the provisions of this Section 16.1.



## 16.2 NOTICE TO MORTGAGEE AND GROUND LESSOR

After receiving notice from any person, firm, or other entity (or from Landlord on behalf of any such person, etc.) that it holds a mortgage which includes the Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with Landlord as ground lessee which includes the Premises as a part of the premises demised thereunder, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor, and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord. Accordingly, no act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder shall have such an effect unless and until Tenant shall have first given written notice to such holder or ground lessor, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights and such holder or ground lessor, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 16 or elsewhere in this Lease shall be deemed to impose any obligation on any such holder or ground lessor to correct or cure any such condition.

## 16.3 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 or ground lease on property which includes the Premises, Tenant agrees:

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

(b) that, except as aforesaid, such holder or ground lessor 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, or in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor.

## ARTICLE XVII MISCELLANEOUS PROVISIONS

### 17.1 CAPTIONS

The captions throughout this Lease are for convenience or reference only and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction, or meaning of any provision of this Lease.

### 17.2 BIND AND INURE

Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto

and their respective successors and assigns. The reference herein 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 consent to a particular assignment as required by the provisions of Article VII. Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage on the Building, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage.

### 17.3 NO WAIVER; INDEPENDENT COVENANTS

The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty. It is the express understanding and agreement of Landlord and Tenant and it is a condition of Landlord's agreement to execute this Lease that the obligations of Landlord under this Lease are independent covenants from Tenant's obligation to pay Rent hereunder and to continue its occupancy of the Premises for the Term of this Lease.

### 17.4 NO ACCORD AND SATISFACTION

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

### 17.5 CUMULATIVE REMEDIES

The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy

any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

#### 17.6 PARTIAL INVALIDITY

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

#### 17.7 LANDLORD'S RIGHT TO CURE

If Tenant shall at any time default in the performance of any obligation under this Lease which default remains uncured after the expiration of any applicable grace period, Landlord shall have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing any such obligations, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Lease Interest Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

#### 17.8 ESTOPPEL CERTIFICATES

Tenant agrees on the Commencement Date and from time to time thereafter, within not more than ten (10) days after receipt of written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), (c) the dates to which the Rent and other charges have been paid, and (d) any other information reasonably requested by Landlord. Any such statement delivered pursuant to this Section 17.8 may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises, or any prospective assignee of any such mortgagee, or any lessor under any ground lease affecting the Building or any portion thereof.

#### 17.9 BROKERAGE

Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction and agrees to defend, indemnify and save the other party harmless from and against any and all claims for commissions or fees arising out of this

Lease which, as to the respective parties, are inconsistent with such party's warranties and representations.

#### 17.10 ENTIRE AGREEMENT

All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.

#### 17.11 HOLDOVER

If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only, (i) during the first thirty (30) days of such holdover at a rental rate equal to one hundred fifty percent (150%) of the Rent applicable immediately prior to such termination and (ii) thereafter during such holdover at a rental rate (on a per month basis without reduction for any partial months during any such holdover) equal to two hundred percent (200%) of the Rent applicable immediately prior to such termination. Tenant shall also pay to Landlord all damages, direct, consequential, or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

#### 17.12 COUNTERPARTS; ELECTRONIC SIGNATURE

This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies. This Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

#### 17.13 CONSTRUCTION AND GRAMMATICAL USAGE

This Lease shall be governed, construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. The use of the word "including" shall mean "including, without limitation." If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

#### 17.14 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 and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

#### 17.15 INTENTIONALLY OMITTED

#### 17.16 ENFORCEMENT EXPENSES

In any action or proceeding brought by either party against the other under this Lease, after the final judicial determination of the dispute on the merits, the prevailing party shall be entitled to recover from the other party its reasonable professional fees for attorneys, appraisers and accountants, its reasonable investigation costs, and any other reasonable legal expenses and actual court costs incurred by the prevailing party in such action or proceeding.

#### 17.17 NO SURRENDER

The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises.

#### 17.18 COVENANT OF QUIET ENJOYMENT

Subject to the terms and provisions of this Lease and on payment of the Rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons claiming under Landlord. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

#### 17.19 NO PERSONAL LIABILITY OF LANDLORD

Tenant agrees to look solely to Landlord's then-equity interest in the Building and the Lot at the time owned, for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be a manager, member, individual, partnership, firm, corporation, limited liability company, trustee, fiduciary, or other entity) nor any partner, member, officer, trustee, manager, fiduciary, beneficiary, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder. If Tenant shall request Landlord's consent or approval pursuant to any of the provisions of this Lease or otherwise, and Landlord shall fail or refuse to give, or shall delay in giving such consent or approval, or shall unreasonably condition its consent or approval, Tenant shall in no event make, or be entitled to make, any claim for damages (nor shall Tenant assert, or be entitled to assert, any such claim by way of defense, set-off, or counterclaim)

based upon any claim or assertion by Tenant that Landlord unreasonably withheld or delayed its consent or approval, or that the conditions thereof are unreasonable, and Tenant hereby waives any and all rights that it may have, from whatever source derived, to make or assert any such claim, Tenant's sole remedy for any such failure, refusal, or delay, or for any unreasonable conditions, shall be an action for a declaratory judgment, specific performance, or injunction solely for a determination of whether Landlord unreasonably withheld its consent, imposed unreasonable conditions to its consent or is unreasonably delaying its consent, and such remedy shall be available only in those instances where Landlord has expressly agreed in writing not to unreasonably withhold, condition or delay its consent or approval.

## 17.20 NOTICES

Whenever, by the terms of this Lease, notice shall or may be given either to Landlord or to Tenant, such notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid and return receipt requested or by a recognized overnight courier service (such as Federal Express or U.S. Postal Service Express Mail):

If intended for Landlord, addressed to at the address(es) set forth in Section 1.2, or to such other 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(es) set forth on the first page 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 upon delivery, attempted delivery, or refusal, whichever occurs first, at the address or addresses of the intended recipient, as set forth above.

## 17.21 OFAC COMPLIANCE

(a) Tenant represents and warrants that (a) Tenant and each person or entity owning an interest in Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined), (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of the funds of Tenant have been derived from any unlawful activity with the result that the investment in Tenant is prohibited by law or that this Lease is in violation of law, and (e) Tenant has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The

Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

(b) Tenant covenants and agrees (a) to comply with all requirements of law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this paragraph or the preceding paragraph are no longer true or have been breached or if Tenant has a reasonable basis to believe that they may no longer be true or have been breached, (c) not to use funds from any “Prohibited Person” (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under the Lease and (d) at the request of Landlord, to provide such information as may be requested by Landlord to determine Tenant’s compliance with the terms hereof.

(c) Tenant hereby acknowledges and agrees that Tenant’s inclusion on the List at any time during the Lease Term shall be a material default of this Lease. Notwithstanding anything herein to the contrary, Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of this Lease.

#### 17.22 NAME USE; MEDIA

(a) Except as previously approved or as legally required, Tenant shall not use the names “Tufts” or “Tufts University”, or the name of any school or division thereof, or any logo or insignia of Tufts or of any school or division thereof, or otherwise identify Tufts or any school or division thereof, in any form of publicity or disclosure without the prior written consent of Tufts, which consent may be withheld or granted by Tufts in its complete and uncontrolled discretion at any time or times. Any request for any such name use shall be directed to Tufts’ Office of University Counsel.

(b) Tenant shall not communicate with members of the media or otherwise make any public announcement regarding (i) the lease granted hereunder, or (ii) the terms of this Lease, without the prior written consent of Tufts’ Senior Vice President for University Relations or its Vice President for Communications and Marketing. Any inquiries from the media shall be referred to Tufts’ Senior Vice President for University Relations or Vice President for Communications and Marketing. The University acknowledges that Tenant is subject to the requirements of the Massachusetts Public Records Law and agrees that disclosures required to comply with such law are permitted under this Lease.

#### 17.23 PARKING

(a) During the Term, Tenant shall contract for a total of up to seventy-nine (79) parking spaces (each, a “Parking Space”) in the parking areas designated for tenants, invitees and other occupants of the Building (the “Parking Area”) and Tenant will be issued parking hang tags (each, a “Parking Hang Tag”), all subject to payment of the applicable rates. The current rate

(the “Parking Rate”) for each Parking Space is \$38.00 per month, which rate is subject to change from time to time. Tenant shall pay to Landlord the Parking Rate for each Parking Space (i.e., \$38.00 for each of the seventy-nine (79) Parking Spaces per month, for a total of \$3,002.00 per month) in the same manner and at the same time as the Base Rent. Landlord’s failure or inability to provide any such parking spaces, whether because of casualty, eminent domain, or for any other reason beyond Landlord’s control, shall not constitute a breach of any of Landlord’s obligations under this Lease and shall in no event entitle Tenant to terminate this Lease or to any compensation, damages or other claim against Landlord. No overnight or weekend parking is allowed in the Parking Area, and in no event shall Tenant or any holder of a Parking Hang Tag provided hereunder park in any parking space marked “Tufts Technology and Operations Staff Parking Only.” Notwithstanding anything to the contrary contained herein, Landlord may prohibit parking in the Parking Area at any time due to adverse weather or in connection with (x) snow accumulation and/or snow removal in the Parking Area, (y) special events, or (z) any renovation, reconfiguration or remodeling of the Parking Area and/or the Building.

(b) In addition to the seventy-nine (79) Parking Spaces provided above, the Tenant shall have access to twenty-five (25) additional Parking Spaces, at no cost (the total number of Tenant’s Parking Spaces, i.e., 104, is herein referred to as the “Total Parking Spaces”). Landlord agrees to use reasonable efforts to accommodate additional parking needs of Tenant for occasional special events, subject to Landlord’s sole discretion and Landlord’s receipt of payment of the rate (as determined by Landlord) for any such additional parking. This agreement shall replace any past parking agreements with Tenant.

(c) The Parking Area will be operated on a self-parking basis, and Landlord will designate Parking Spaces reserved for use exclusively by Tenant via signage or some other method. Landlord reserves the right at any time and from time to time to reserve one or more parking spaces for use by a single tenant or other occupant or to change the operation of the Parking Area from a self-parking system to a valet parking system and vice versa.

(d) Landlord reserves the right from time to time to enter into a management agreement or lease with an entity for the Parking Area (“Operator”). In such event, Tenant, upon request of Landlord, shall enter into a parking agreement with the Operator and pay the Operator the Parking Rate for each Parking Space, and Landlord shall have no liability for claims arising through acts or omissions of the Operator.

(e) Tenant and its employees shall observe reasonable safety precautions in the use of the Parking Area and shall at all times abide by all rules and regulations promulgated by Landlord governing the use thereof, including the requirement that a Parking Hang Tag shall be displayed at all times in the windshield of all cars parked in the Parking Area. Tenant shall provide Landlord with information of each individual to whom Tenant distributes a Parking Hang Tag. The Tenant will receive one hundred fifty (150) Parking Hang Tags to distribute to its employees and manage. The Tenant may request additional Parking Hang Tags, and, in the event Landlord agrees to provide such additional Parking Hang Tags, Tenant shall be charged \$5.00 per Parking Hang Tag or the cost to produce such Parking Hang Tags, whichever is greater. Even though the total number of Parking Hang Tags provided by Landlord to Tenant exceeds the Total Parking Spaces, the number of Parking Spaces used by Tenant at any given time during the Term of this Lease shall not exceed the Total Parking Spaces, and any car (x) not displaying a Parking



Hang Tag or (y) parked in an unreserved parking space or parking space reserved for another party without Landlord's prior consent may be subject to parking violation tickets and/or towed away or booted at the car owner's expense. The Landlord reserves the right to change the method of issuing "Parking Hang Tags" in the future, to include but not limited to, other types of hang tags, or QR codes, stickers, or virtual permits using license plate reading (LPR) technology.

(f) Notwithstanding the foregoing, in the event that all or any portion of the Parking Area is (a) totally or partially damaged or destroyed rendering the Parking Area totally or partially inaccessible or unusable; or (b) taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose, this Lease shall continue in force but Landlord shall be relieved of its obligations to provide parking to Tenant under this Section 17.23.

(g) Landlord does not assume any responsibility for, and shall not be held liable for, any damage or loss to any automobiles parked in the Parking Area or to any personal property located therein, or for any injury sustained by any person in or about the Parking Area, excepting only to the extent caused by the grossly negligent acts of Landlord, or its agents or employees.

#### ARTICLE XVIII EXTENSION/EXPANSION OPTION

(a) Tenant may elect to extend the Term of this Lease for one (1) five (5) year period (the "Extension Term"), by giving Landlord notice of such election (the "Extension Notice") not later than October 31, 2024, and provided that (i) no Default of Tenant has occurred hereunder, and (ii) Tenant named herein is occupying the entirety of the Premises then demised to Tenant both on the date such notice is given and on the commencement date of the Extension Term. The parties agree that Tenant's delivery of the Extension Notice shall also constitute Tenant's election (the "Extension/Expansion Election") to lease the Expansion Premises (as hereinafter defined) on all of the terms, conditions, covenants and agreements contained in this Lease. "Expansion Premises" shall be that certain area containing approximately 21,520 rentable square feet located within the Building, as more particularly shown on Exhibit B attached hereto. In addition, the parties agree that, if Tenant timely delivers the Extension Notice, all occupancy agreements between Landlord and Tenant with respect to the Expansion Premises and existing as of June 30, 2023 (such agreements are herein referred to as the "Existing Agreements") shall be automatically terminated and of no further force and effect as of the Expansion Date (as hereinafter defined). If Tenant fails to timely give the Extension Notice, (X) Tenant shall have no further right to exercise the Extension Notice, extend the Term, and/or lease the Expansion Premises pursuant to this Article XVIII, (Y) Landlord may elect to lease the Expansion Premises to third parties upon such terms and conditions as Landlord may determine in its sole discretion, and (Z) the Existing Agreements shall continue in full force and effect in accordance with the provisions thereof. Time shall be of the essence as to Tenant's giving of the Extension Notice.

(b) If Tenant timely delivers the Extension Notice, such extension and expansion shall be effective as of March 1, 2025 (the "Expansion Date"), upon all of the same terms, covenants, conditions and agreements contained in this Lease, except that (a) the Expansion Premises shall be added to and be deemed to be a part of the Premises for all purposes hereunder, (b) Tenant shall have no further right to extend the Term, (c) the Base Rent with respect to the

Premises (as expanded) for the Extension Term shall be at the rate set forth in the table immediately below, (d) all rights and obligations of Tenant under this Lease which are calculated on a per square foot, pro rata or proportionate share basis, each shall be increased on a pro rata basis to reflect the addition of the Expansion Premises to the Premises, and (e) Landlord shall have no obligation to make or pay for any improvements to the Premises or to pay any allowances or inducements of any kind. In addition, if Tenant timely delivers the Extension Notice, the parties agree that, as of the Expansion Date, Tenant shall continue to accept and occupy the Expansion Premises in the condition existing on the Expansion Date in its “as is,” “where is” and “with all faults” condition.

Base Rent for Extension Term:			
<u>Period of Time</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>	<u>Base Rent per rentable square foot</u>
March 1, 2025 – February 28, 2026	\$2,013,726.00	\$167,810.50	\$33.00
March 1, 2026 – February 28, 2027	\$2,074,748.00	\$172,895.67	\$34.00
March 1, 2027 – February 29, 2028	\$2,135,770.00	\$177,980.83	\$35.00
March 1, 2028 – February 28, 2029	\$2,196,792.00	\$183,066.00	\$36.00
March 1, 2029 – February 28, 2030	\$2,257,814.00	\$188,151.17	\$37.00

(c) Tenant’s exercise of the Extension/Expansion Election by the timely delivery of the Extension Notice shall be self-executing and automatic, but at the request of either party, the parties hereby agree promptly to execute a lease amendment reflecting the Extension Term and the addition of the Expansion Premises, provided that the failure of the parties to execute such amendment shall not affect the validity of the exercise of the Extension/Expansion Election.

ARTICLE XIX  
RIGHT OF FIRST OFFER TO PURCHASE

19.1 RIGHT OF FIRST OFFER

Provided the Purchase ROFO Conditions (as hereinafter defined) have been satisfied or waived by Landlord in Landlord’s sole discretion, if, during the Term, Landlord shall determine to market the Property for sale, then subject to the terms and conditions set forth in this Article XIX, Tenant shall have a one-time right of first offer (“Right of First Offer”) to purchase the Property. Prior to marketing the Property, Landlord shall notify Tenant of the material business terms (including, without limitation, purchase price (the “Proposed Purchase Price”), amount of deposit, length of due diligence period, and closing date) upon which Landlord intends to offer the Property for sale to the market (such notification from Landlord to Tenant is referred to herein as the “ROFO Purchase Notice”).

## 19.2 EXERCISE OF RIGHT OF FIRST OFFER

Tenant shall have thirty (30) days after receipt of the ROFO Purchase Notice (the “ROFO Exercise Period”) to notify Landlord in writing of either (i) Tenant’s exercise of its Right of First Offer to purchase the Property for the terms set forth in the ROFO Purchase Notice (“Tenant’s Exercise Notice”), or (ii) Tenant’s exercise of its Right of First Offer to purchase the Property for all the terms set forth in the ROFO Purchase Notice except for the Proposed Purchase Price (“Tenant’s Valuation Notice”). In the event Tenant timely delivers Tenant’s Valuation Notice to Landlord, and the parties are unable to agree within thirty (30) days thereafter upon the Fair Market Value (as hereinafter defined) for the Property, the Fair Market Value shall be established by the following procedure (the Fair Market Value established hereunder is hereinafter referred to as the “Revised Purchase Price”). The parties shall attempt to agree upon an appraiser whose decision as to the Fair Market Value shall be binding. If the parties are unable to agree upon an appraiser within seven (7) days after the expiration of such thirty (30) day period, each shall appoint an appraiser within five (5) days after the expiration of such seven (7) day period and the two (2) so selected shall appoint a third appraiser. Within thirty (30) days following the appointment of the third appraiser, each appraiser shall establish a Fair Market Value for the Property. A decision as to the Fair Market Value by a majority of the appraisers shall be binding upon both parties; provided, however, if a majority of the appraisers are unable to agree on a Fair Market Value, then the average of the two (2) closest appraisals shall be binding on both parties. Expenses of the appraisals shall be paid one-half (1/2) by Landlord and one-half (1/2) by Tenant. All appraisers appointed pursuant to this Section 19.2 shall be MAI appraisers or equivalent.

For purposes of this Article XIX, “Fair Market Value” shall mean the gross sales price which the Property is likely to bring as of a specified date, taking into account the then as-is condition of the Property, under all of the following conditions: (i) consummation of a sale occurs as of a specified date; (ii) an open and competitive market exists for the Property; (iii) the buyer and seller are each acting prudently and knowledgeably in an arm’s length bona fide transaction; and (iv) the price represents the normal consideration, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

If Tenant elects not to purchase the Property or fails to deliver Tenant’s Exercise Notice and Tenant’s Valuation Notice within the ROFO Exercise Period, then Tenant’s Right of First Offer shall terminate and be of no further force or effect, Landlord shall be free to accept an offer and consummate a transaction with another party for the sale of the Property. Time is of the essence with respect to the ROFO Exercise Period and the giving of Tenant’s Exercise Notice or Tenant’s Valuation Notice.

## 19.3 PURCHASE AND SALE AGREEMENT

If Tenant elects to purchase the Property and timely delivers (a) Tenant’s Exercise Notice or (b) Tenant’s Valuation Notice, then (1) in the case of clause (a), Landlord and Tenant shall, within ten (10) Business Days following Landlord’s receipt of Tenant’s Exercise Notice, execute and deliver a commercially reasonable purchase and sale agreement for the purchase of the Property which shall include the Proposed Purchase Price and other terms set forth in the ROFO Purchase Notice, and (2) in the case of clause (b), Landlord and Tenant shall, within ten (10) Business Days following the determination of the Revised Purchase Price, execute and deliver a

commercially reasonable purchase and sale agreement for the purchase of the Property which shall include the Revised Purchase Price and other terms set forth in the ROFO Purchase Notice (excluding the Proposed Purchase Price). If (a) despite the parties' good faith efforts, Landlord and Tenant fail to sign and deliver the applicable purchase and sale agreement (such agreement is hereinafter referred to as the "Purchase Agreement") within the applicable time period provided above (such time period is hereinafter referred to as the "Documentation Period"), and/or (b) the Purchase Agreement expires or terminates without the closing having occurred thereunder other than due to a seller default, then Tenant's Right of First Offer shall be null and void and of no further force or effect, and Landlord shall be free to accept an offer and consummate a transaction with another party for the sale of the Property. Time is of the essence with respect to the Documentation Period and the obligation to enter into the Purchase Agreement.

#### 19.4 PURCHASE ROFO CONDITIONS

For purposes of this Article XIX, "Purchase ROFO Conditions" shall mean that at the time Landlord delivers to Tenant the ROFO Purchase Notice and at the time Tenant delivers Tenant's Exercise Notice or Tenant's Valuation Notice, as applicable, (i) there exists no Default of Tenant under this Lease, (ii) this Lease remains in full force and effect, and (iii) the Tenant initially named in this Lease is the tenant under this Lease.

#### 19.5 EXEMPT TRANSFERS

The provisions of this Article XIX shall not apply to: (a) (i) any sale or transfer of the Property to an entity which controls, is controlled by, is under common control with, Landlord, or an entity which succeeds to the business of Landlord by merger, consolidation, or other form of corporate reorganization, or (ii) any sale or transfer of the Property to an entity which is a direct or indirect member, partner or owner of Landlord, or (iii) a direct or indirect transfer of ownership interests in Landlord or its affiliates (collectively, "Permitted Landlord Transferees"); or (b) (i) the granting of any mortgage (including, without limitation, any amendments, modifications, or extensions thereof) of, the foreclosure of any mortgage of, or the execution and delivery by Landlord of a deed or assignment in lieu or contemplation of foreclosure in regard to, Landlord's interest in the Property, or (ii) the entering into of any other financing arrangements by Landlord (including, without limitation, mezzanine financing).

#### 19.6 RIGHT TO CLEAR TITLE

Following the expiration or termination of Tenant's Right of First Offer in accordance with the terms of this Article XIX, Tenant shall, within ten (10) days after written request from Landlord, execute a confirmation or such other written acknowledgment of the expiration or termination of the Right of First Offer reasonably acceptable to Landlord and in recordable form (if such Right of First Offer is on record). If Tenant does not so deliver such confirmation in recordable form within such 10-day period, then Landlord shall have the right to make and record an affidavit stating that: (a) Landlord has first delivered a ROFO Purchase Notice to Tenant as required by the provisions of this Article XIX, and (b) (i) Landlord has not timely received Tenant's Exercise Notice or Tenant's Valuation Notice, as applicable, in accordance with the provisions hereof and Landlord was not obligated to reoffer the Property to Tenant pursuant to the terms hereof, or (ii) Tenant has timely delivered to Landlord Tenant's Exercise

Notice or Tenant's Valuation Notice, as applicable, but despite the parties' good faith efforts, the parties have failed to sign and deliver a Purchase Agreement within the Documentation Period, and/or the Purchase Agreement expired or terminated without the closing having occurred thereunder other than due to a seller default, as the case may be; whereupon such affidavit shall be conclusive evidence of (x) compliance with the requirements hereof with respect to such conveyance in favor of the offeror therein and all persons claiming through or under such offeror; (y) satisfaction of the Right of First Offer with respect to such conveyance under this Article XIX; and (z) termination of Tenant's Right of First Offer and that the provisions of this Article XIX are null and void and of no further force or effect.

#### 19.7 FUTURE OWNERS

If the Property is conveyed to anyone other than to a Permitted Landlord Transferee, and Landlord has complied with its obligations under this Article XIX, this Article XIX shall not apply to any future owner of the Property and/or Landlord's interest in the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date set forth in Section 1.2 above.

Landlord:

TRUSTEES OF TUFTS COLLEGE

By: \_\_\_\_\_

Name:

Its:

Tenant:

CITY OF SOMERVILLE

By: \_\_\_\_\_

Name:

Its:

Hereunto duly authorized

Approved as to form:

\_\_\_\_\_

Name:

Its:

Certified as to appropriation, an unencumbered balance exists:

\_\_\_\_\_

Name:

Its:

# EXHIBIT A

## FLOOR PLAN OF PREMISES

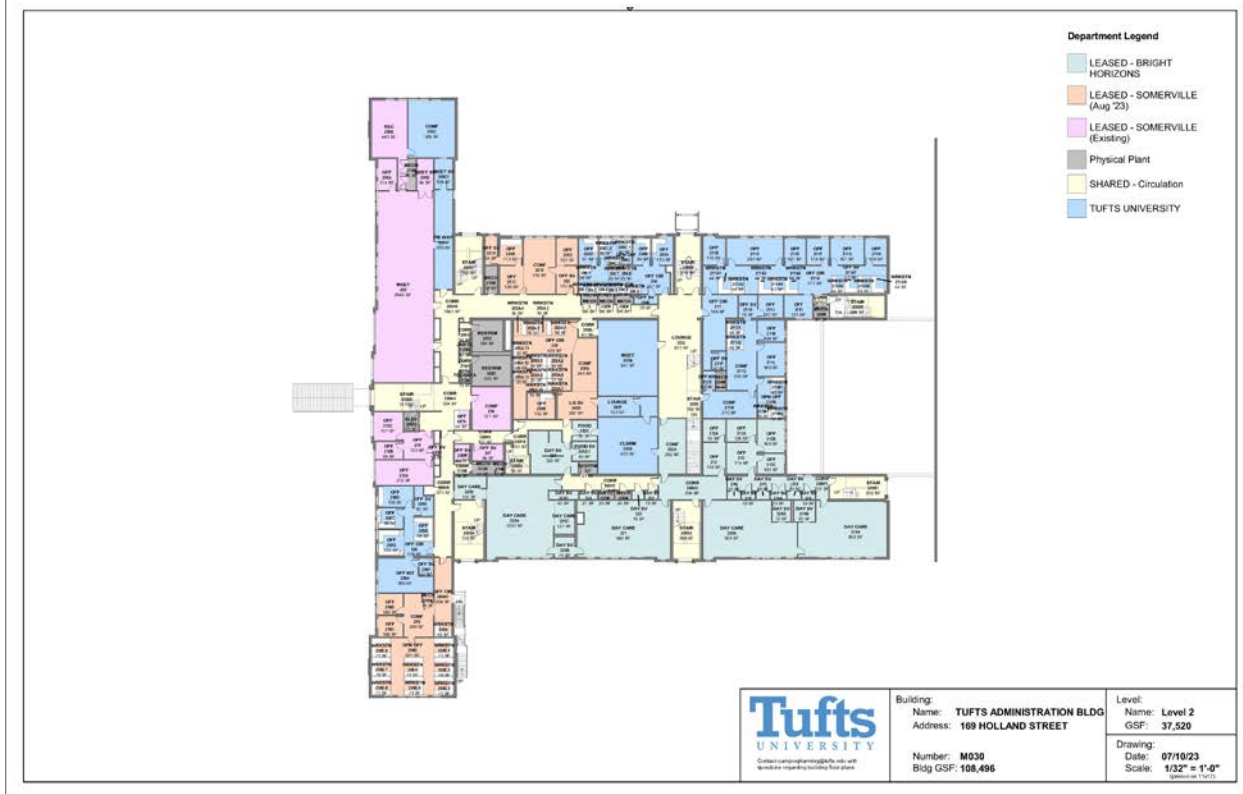


Exhibit A-1

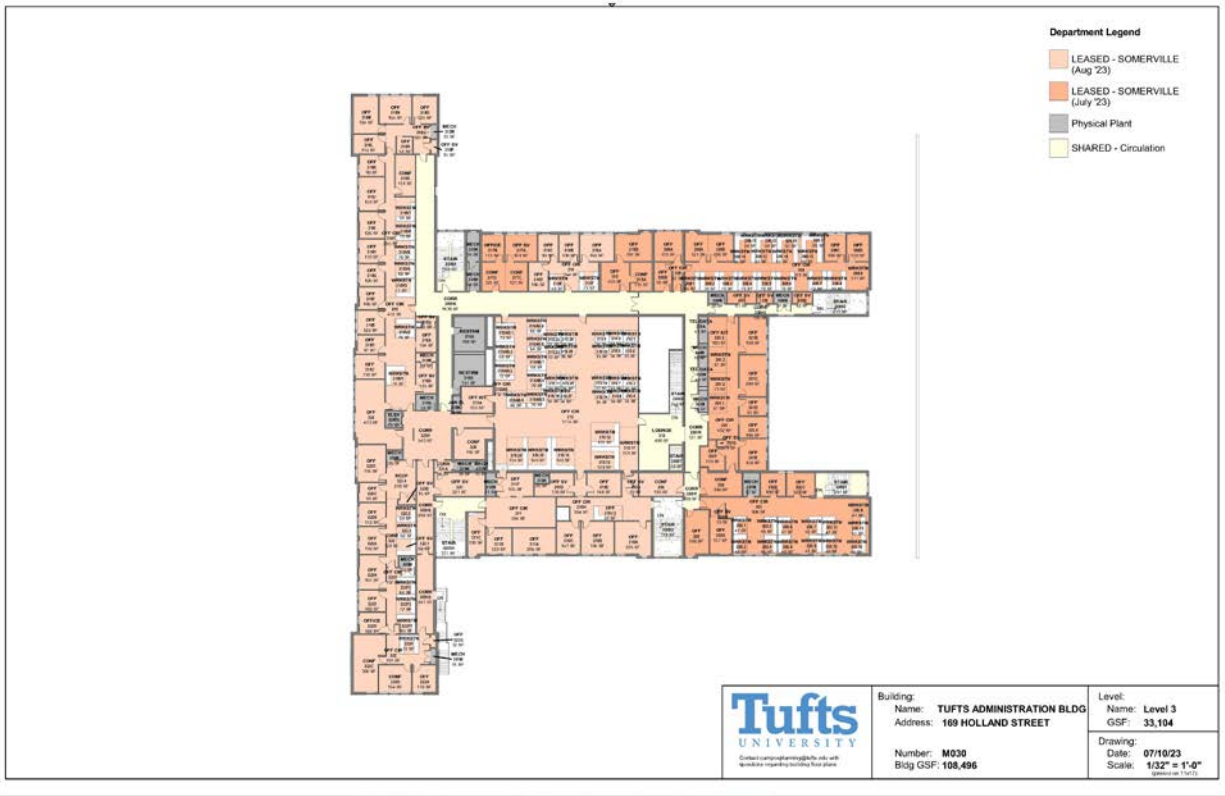


Exhibit A-2



# EXHIBIT B

## FLOOR PLAN OF EXPANSION PREMISES

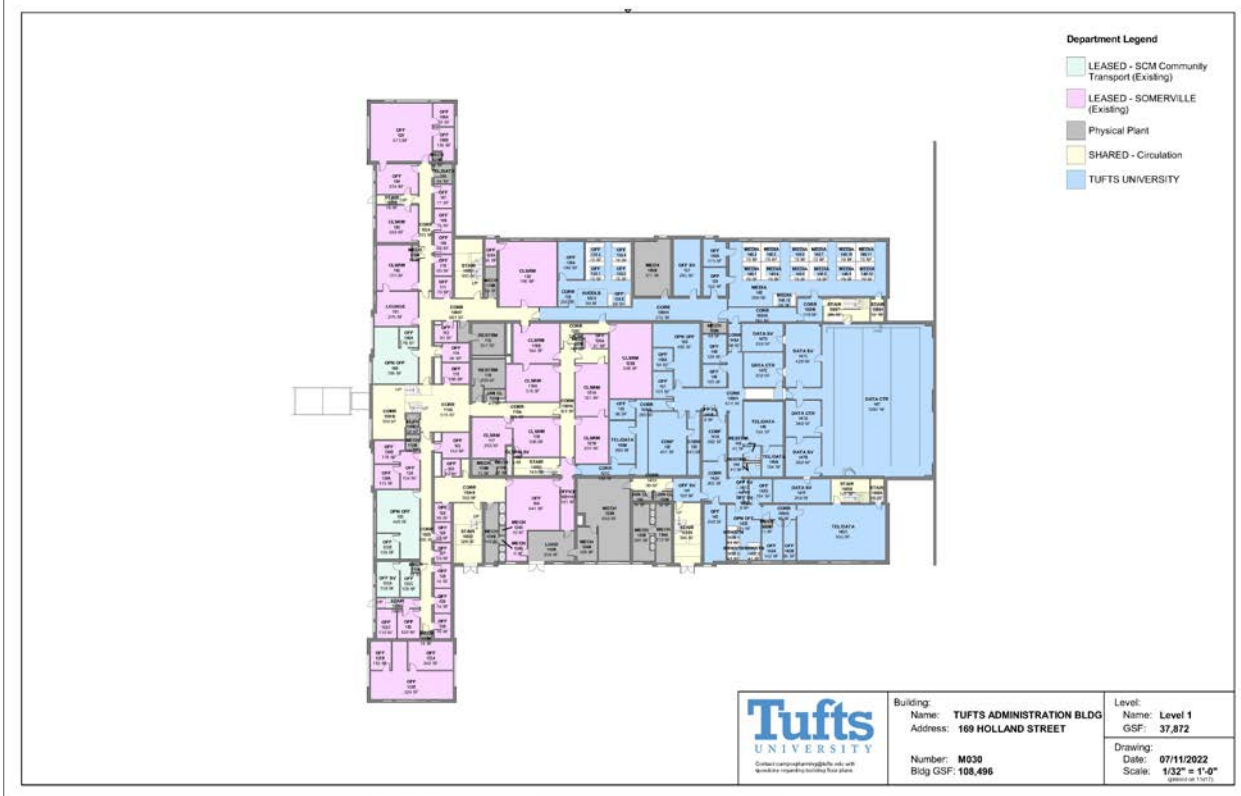


Exhibit B-1

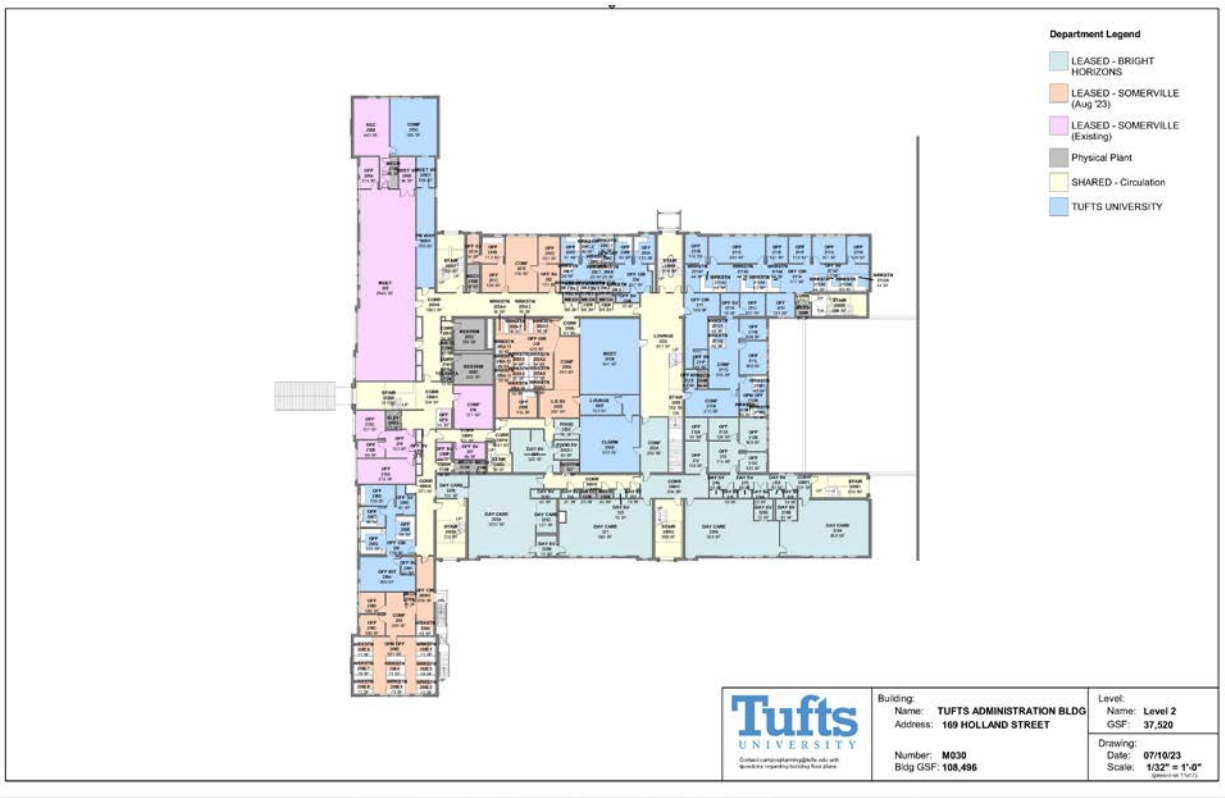


Exhibit B-2