

AMENDED AND RESTATED  
AGREEMENT  
Between  
BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON  
And  
OCH HOLDINGS LLC  
relating to  
HISTORIC CITY HALL

THIS AMENDED AND RESTATED AGREEMENT made this 17<sup>th</sup> day of July, 2017, by and between the CITY OF BOSTON (the “City”), a municipal corporation in The Commonwealth of Massachusetts, acting by and through its Mayor, the BOSTON REDEVELOPMENT AUTHORITY d/b/a BOSTON PLANNING & DEVELOPMENT AGENCY (the “Authority”), a public body politic and corporate duly organized and existing under the provisions of Chapter 121B of the General Laws of Massachusetts, and OCH HOLDINGS LLC, a Massachusetts limited liability company (the “LLC”),

WITNESSETH THAT

WHEREAS the Authority publicly sought redevelopers able and willing to rehabilitate the Historic City Hall and has selected Old City Hall Landmark Corporation as such developer; and

WHEREAS the Authority, the City, and Old City Hall Landmark Corporation entered into an Agreement made as of June 1970 relating to Historic City Hall (the “Original Agreement”); and

WHEREAS the Authority, the City, and Old City Hall Landmark Corporation entered into a Lease Agreement dated as of June 11, 1970 (the “Original Lease”); and

WHEREAS the Authority has entered into that certain Amended and Restated Lease Agreement (the “Lease”) dated as of July 17, 2017 with the LLC, demising premises known as Old City Hall, 45 School Street, Boston, Massachusetts, as more particularly described in the Lease; and

WHEREAS this Amended and Restated Agreement shall be substituted for the Original Agreement in connection with entering into the Lease; and

WHEREAS the Lease requires the payment in lieu of taxes by the LLC due the City of amounts as further specified in Sections 5.1, 5.3, 5.4 and 5.5(b) of said Lease as Base and Percentage Rent, which payments the City is willing to accept pursuant to provisions of Section 16 of said Chapter 1218 of the Massachusetts General Laws; and

WHEREAS the rehabilitation of the Historic City Hall by the Corporation in accordance with the plans approved by the Authority is in the public interest and will further the purposes of the Plan and the public purpose of preserving buildings of historic and architectural significance within the City;

**NOW, THEREFORE**, in consideration of the benefits to accrue to the City from the rehabilitation of Historic City Hall, the carrying out of the provisions of the Lease and of the mutual agreements herein contained and for other good and valuable consideration, the Authority, the City and the LLC hereby agree as follows:

1. The City hereby agrees to accept and the LLC agrees to pay in lieu of taxes upon the Historic City Hall relating to the real estate and tangible personal property, betterments and special assessments, a sum to be paid to the City each year in accordance with the formula and procedures set forth in Sections 5.1, 5.3, 5.4, 5.5(b) and 5.7 of the Lease to be entered into between the Authority and the LLC.

2. The City further agrees that no taxes in the nature of real estate taxes will be assessed by the City upon the Historic City Hall parcel, upon the LLC in respect of the Historic City Hall or upon any Lessee of any part thereof whether or not such taxes are otherwise permitted by law. The City hereby agrees that the agreements herein contained shall continue even in the event that at any time the lessor's interest under the aforesaid lease shall be conveyed, transferred or assigned to the City, but in no event shall this Agreement extend beyond the term of the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the Boston Redevelopment Authority, the City of Boston and OCH Holdings LLC have respectively caused this Agreement to be duly executed as of the day and year first above written.

Approved as to form:

THE CITY OF BOSTON

Eugene L. O'Flaherty  
Eugene L. O'Flaherty, Corporation Counsel  
City of Boston

By: Martin J. Walsh  
Martin J. Walsh  
Mayor

CITY OF BOSTON ASSESSING  
DEPARTMENT

BOSTON REDEVELOPMENT  
AUTHORITY, d/b/a Boston Planning &  
Development Agency

By: Ronald W. Rakow  
Ronald W. Rakow  
Commissioner of Assessing

By: Brian P. Golden  
Brian P. Golden  
Director

Approved as to form:

Renee LeFevre  
Renee LeFevre, General Counsel  
Boston Redevelopment Authority

OCH HOLDINGS LLC

By: David Greaney  
David Greaney, Manager

IN WITNESS WHEREOF, the Boston Redevelopment Authority, the City of Boston and OCH Holdings LLC have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

BOSTON REDEVELOPMENT AUTHORITY

d/b/a BOSTON PLANNING &  
REDEVELOPMENT AGENCY

Attest:

\_\_\_\_\_  
Secretary

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

Approved as to form:

\_\_\_\_\_  
General Counsel

(SEAL)

CITY OF BOSTON

Attest:

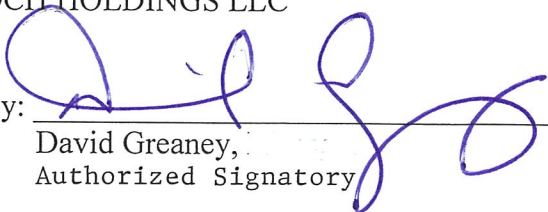
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

OCH HOLDINGS LLC

By:   
David Greaney,  
Authorized Signatory

**AMENDED AND RESTATED GROUND LEASE AGREEMENT**

For

PROPERTY LOCATED AT 45 SCHOOL STREET,  
BOSTON, MASSACHUSETTS

Between

BOSTON REDEVELOPMENT AUTHORITY d/b/a  
BOSTON PLANNING & DEVELOPMENT AGENCY

as Landlord

and

OCH HOLDINGS LLC

as Tenant

Dated as of July 17, 2017

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Exhibit B	Matters to Which Premises Subject
Exhibit B-1	Copy of Certificate of Completion
Exhibit C	Copy of Assignment and Assumption
Exhibit C-1	Copy of OCH Holdings Assignment Approval
Exhibit D	Public Use Requirements
Exhibit E	Form of Statement of Payment of State Taxes
Exhibit F	Form of Disclosure of Beneficial Interests
Exhibit G	Rent Roll
Exhibit H	Copy of Agreement
Exhibit I	Copy of Amendment

**SCHEDULES**

I	Percentage Rent Base
II	Transaction Fee Schedule

## AMENDED AND RESTATED LEASE AGREEMENT

This **AMENDED AND RESTATED LEASE AGREEMENT** (this “**Lease**”) is entered into as of this 17<sup>th</sup> day of July, 2017 (the “**Effective Date**”), by and between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body corporate and politic created pursuant to Massachusetts General Laws Chapter 121B, as amended (the “**Enabling Act**”), d/b/a **BOSTON PLANNING & DEVELOPMENT AGENCY**, with a principal place of business at One City Hall Square, 9th Floor, Boston, Massachusetts 02201-1007 (hereinafter, with its successors and assigns, the “**Landlord**”) and **OCH HOLDINGS LLC**, a Massachusetts limited liability company, with a principal place of business c/o Synergy Investments, 100 Franklin Street, Suite 200, Boston, Massachusetts 02110 (the “**Tenant**”). Landlord and Tenant shall hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**.”

### INTRODUCTION

A. Landlord owns a certain parcel of land known as Old City Hall, 45 School Street, Boston, Massachusetts, being more particularly described on **Exhibit A** attached hereto (the “**Land**”);

B. Landlord and Old City Hall Landmark Corporation, a Delaware corporation (“**OCH Landmark**”), as lessee, entered into that certain Lease Agreement dated as of June 11, 1970 (the “**Original Lease**”), whereby Landlord leased to OCH Landmark certain **Leased Premises** (as defined in Section 2.1 hereafter) which Premises is located in the Urban Renewal Area;

C. Following the execution of the Original Lease, Landlord (or the City of Boston) and OCH Landmark entered into several letters and agreements of understanding regarding the lease of the Leased Premises (collectively, the “**Confirmatory Letters**”);

D. The Original Lease contemplated that OCH Landmark would undertake certain renovations and improvements (the “**Original Improvements**”) to the Leased Premises, as defined in the Original Lease, and contained certain restrictions with respect to the Original Lease until such time as the Original Improvements were completed and a Certificate of Completion was issued by the Boston Redevelopment Authority certifying the completion of the Original Improvements;

E. The Boston Redevelopment Authority issued a Certificate of Completion dated January 28, 1974, which is recorded with the Suffolk County Registry of Deeds in Book 8689, Page 362, and a copy of which is attached hereto as **Exhibit B-1**;

F. OCH Landmark assigned its interest in the Original Lease to Tenant pursuant to an Assignment and Assumption effective as of July 17, 2017, (the “**Assignment and Assumption**”) a copy of which is attached hereto as **Exhibit C**, with the written consent of Landlord pursuant to a certain Ground Lease Consent dated as of July 17, 2017 (“**OCH Holdings Assignment Approval**”), a copy of which is attached hereto as **Exhibit C-1**, executed simultaneously with the execution of this Lease;

G. Landlord and Tenant intend by this Lease (i) to confirm and incorporate into this Lease the understandings of the lessor and the lessee under the Original Lease, as confirmed by the Confirmatory Letters, into a single, integrated agreement, (ii) to reflect that Tenant is the successor to OCH Landmark under the Original Lease, as amended and restated by this Lease, (iii) to amend and restate certain provisions of the Original Lease as set forth herein to provide for the continued maximization of Gross Rentals for the Premises, and (iv) to supersede and replace in its entirety the Original Lease by this Lease and Landlord and Tenant agree that neither this Lease or anything contained herein shall modify any Sublease or other occupancy agreement with respect to the Leased Premises executed or in effect prior to the Effective Date..

Accordingly, Landlord and Tenant agree as follows:

## **ARTICLE 1 DEFINITIONS**

### **Section 1.1 Definitions**

In addition to other capitalized terms defined elsewhere in this Lease, the following capitalized terms used in this Lease have the meanings set forth or referenced in this Section:

“Additional Rent” has the meaning set forth in **Section 5.2**.

“Affiliate” shall mean, with respect to any Person, (i) in the case of any such Person which is an Entity, any partner, shareholder, member or other owner of such Entity, provided that such partner, shareholder, member or other owner owns more than fifty percent (50%) of the Equity Interests of such Entity, and (ii) any other Person which is a Parent, a Subsidiary, or a Subsidiary of a Parent with respect to such Person or with respect to one or more of the Persons referred to in the preceding clause (i).

“Alterations” has the meaning set forth in **Section 7.4**.

“Approvals” shall mean, collectively, all environmental, land use, demolition, building, construction, curb cut, parking, occupancy and related permits, and any other permits, licenses and approvals necessary to enable Tenant to perform any Alterations, including, without limitation, such of the following as may be required by applicable Legal Requirements: Boston Landmarks Commission approvals; Boston Zoning Code approvals, including, without limitation and as required, approval under Article 80 thereof; NEPA approvals; MEPA approvals; licenses or determinations under Massachusetts General Laws Chapter 91 (to the extent applicable); orders, determinations and approvals under the Massachusetts Wetlands Protection Act; state and federal historic resource review approvals; permits from the U.S. Army Corps of Engineers pursuant to the federal Clean Water Act; water quality certifications from the Massachusetts Department of Environmental Protection; zoning approvals; agreements regarding real estate taxes (including, without limitation, agreements pursuant to Massachusetts General Laws Chapter 121A); and permits relating to sewer or other utility connections.

“Approvals Filings” shall mean, collectively, all applications and submissions (including, without limitation, all narrative descriptions, plans, specifications, drawings, renderings, reports, studies and analyses filed or submitted in connection with any such application or submission),

together with all amendments or modifications thereto, required by applicable Legal Requirements to be filed or made by Tenant (whether as the proponent or as a co-proponent) in connection with obtaining any Approval (including all amendments or modifications thereto).

“Approved Debt” shall mean, at any time, the amount of any debt secured by Permitted Leasehold Mortgage(s) for any purpose related to the Leased Premises, whether for acquisition, improvement, repairs, Subtenant improvements, or any other purposes provided it relates to the ownership and/or operation of the Leased Premises. As of the Effective Date, the parties acknowledge the Approved Debt is Twenty Million Dollars (\$20,000,000.00).

“Award” has the meaning set forth in **Section 12.1**.

“Base Rent” shall mean that sum which is the product of (i) thirty (30%) percent and (ii) Gross Rentals actually received by Tenant, as lessor (sublessor), from the Leased Premises for the applicable period for which Base Rent is due and payable.

“Books and Records” has the meaning set forth in **Section 5.5(a)(i)**.

“Building” has the meaning set forth in **Section 2.1**.

“Business Day” means any Monday through Friday, inclusive, other than a day on which the offices of the City of Boston are closed for the conduct of normal business.

“Casualty” means any damage to or destruction of the Improvements or any part thereof or other property installed or used in, on, or about the Improvements or any part thereof or any other improvements or any portion thereof on the Premises by fire or otherwise.

“Certificate of Completion” means that certain Certificate of Completion issued by the Boston Redevelopment Authority dated January 28, 1974, and recorded with the Suffolk County Registry of Deeds in Book 8689, Page 302.

“Default Rate” means a rate of interest equal to eighteen percent (18%) per annum (but in no event higher than the maximum rate of interest permitted by applicable law) payable by Tenant under this Lease.

“Development Review Guidelines” means the written guidelines maintained and amended from time to time by the Boston Redevelopment Authority with respect to the review of development projects in the City of Boston.

“Disqualified Person” has the meaning set forth in **Section 13.5**.

“Effective Date” has the meaning set forth in the Preamble to this Lease.

“Enabling Act” has the meaning set forth in the Preamble to this Lease.

“Entity” means any general partnership, limited partnership, limited liability company, limited liability partnership, corporation, joint venture, trust, business trust, cooperative or association.

“Environmental Laws” shall mean, collectively, all applicable federal, state or local statutes, laws, rules, regulations, codes, ordinances, directives, orders or decrees (whether now existing or hereafter enacted, promulgated or issued), respecting the existence, assessment, remediation, removal or disposal of Hazardous Materials including, without limitation, those identified in the definition of “Hazardous Materials,” and the regulations promulgated under each of such statutes or laws, all as amended from time to time.

“Equity Interest” means with respect to any Entity, (i) the legal (other than as a nominee) or beneficial ownership of outstanding voting or non-voting stock of such Entity if such Entity is a business corporation, a real estate investment trust or a similar Entity, (ii) the legal (other than as a nominee) or beneficial ownership of any partnership, membership or other voting or non-voting ownership interest in a partnership, joint venture, limited liability company or similar Entity, (iii) a legal (other than as a nominee) or beneficial voting or non-voting interest in a trust if such Entity is a trust and (iv) any other voting or nonvoting interest that is the functional equivalent of any of the foregoing.

“Event of Default” has the meaning set forth in **Section 15.2**.

“Final Restoration Plans” means the final construction plans and specifications for the restoration of the Improvements in the event of a Casualty, as approved by Landlord.

“First Permitted Leasehold Mortgage” means a Permitted Leasehold Mortgage which, at the time in question, is a first lien on Tenant’s Leasehold Interest.

“First Permitted Leasehold Mortgagee” means a Permitted Leasehold Mortgagee holding a First Permitted Leasehold Mortgage.

“Force Majeure Event” has the meaning set forth in **Section 4.2**.

“GAAP” means generally accepted accounting principles.

“Governmental Authority” means each board, bureau, commission, department, or other branch or office of any municipal, county, state, federal or other governmental body now or hereafter having or acquiring jurisdiction over the Land or any improvements thereon, the Improvements, the Premises and/or the development, construction or use thereof.

“Gross Refinancing Proceeds” shall mean all sums actually received by Tenant from any Refinancing of any indebtedness secured by a lien on all or any part of the Premises or the revenues therefrom regardless of the time at which same are disbursed to or on behalf of Tenant.

“Gross Sale Proceeds” means all sums actually received by Tenant from the absolute assignment of this Lease in connection with a transfer of all of the Tenant’s rights under this Lease, including without limitation, (i) the sale of all of the Tenants’ membership interest to an unrelated entity or (ii) the sublease of substantially all of Tenant’s interests to the Leased Premises, which are not “subleases” included in Permitted Transfers under Article 13, Section 13.1(e).

“Gross Rentals” means all sums actually received by Tenant from the lease of all or any portion of the Leased Premises; provided, however, Gross Rentals does not include, and same shall be specifically excluded from Gross Rentals, any sums which are payments actually received by Tenant, as sublessor, from a Subtenant for (i) escalations or reimbursements for any operating expenses or other recoveries received by Tenant, as lessor (sublessor) from any Subtenant under its Sublease, (ii) reimbursement for costs incurred by Tenant, as lessor (sublessor), relative to review of plans or other requests or approvals of any Subtenant, (iii) reimbursement to Tenant, as lessor (sublessor), for sums expended by Tenant to cure any obligations of such Subtenant under its Sublease, (iv) any security deposits received from any or all Subtenants, or (v) any reimbursements to Tenant, as lessor (sublessor) by Subtenants for any utility charges.

“Hazardous Materials” shall mean, collectively, all substances defined or classified as a “hazardous substance,” “hazardous material,” “hazardous waste,” “pollutant,” or otherwise denominated as a regulated or hazardous substance, waste or material, toxic or pollutant in any of the following: (i) the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; (ii) the federal Hazardous Materials Transportation Uniform Safety Act of 1990; (iii) the federal Toxic Substances Control Act; (iv) the federal Resource Conservation and Recovery Act; (v) Massachusetts General Laws, Chapter 21D; (vi) Massachusetts General Laws, Chapter 21E; (vii) Massachusetts General Laws, Chapter 21C; (viii) Massachusetts General Laws, Chapter 21I; (ix) any other federal, state or local law addressing itself to environmental contamination, waste or health and safety; or (x) any regulations promulgated under any of the foregoing, including, without limitation, the MCP; as any of the foregoing may be promulgated or amended from time to time. “Hazardous Materials” shall specifically include, but not be limited to, oil, asbestos, explosives, polychlorinated biphenyls, petroleum and petroleum based derivatives, and urea formaldehyde.

“Impositions” has the meaning set forth in **Section 6.1**.

“Improvements” means and includes the building and the other improvements located on the Premises from time to time and all expansions, alterations, additions, improvements and other modifications to the Building or any such improvements.

“Incurable Lease Defaults” has the meaning set forth in **Section 14.2(c)**.

“Index” means the Consumer Price Index for all Urban Wage Earners and Clerical Workers- Northeast Urban Region, All Items (1982 - 84 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor. If the Bureau of Labor Statistics should cease to publish the Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in prices determined in a similar manner shall reasonably be designated by Landlord in substitution therefor. The Index for any month relevant to the application of this definition shall be that published by the Bureau of Labor Statistics for such month if computed for such month, or otherwise for the most recent month immediately preceding the month as of which the application is to be made. Since an Index relevant to the application of this definition may not be available as of the date on which a determination of the applicability is to be made, necessary adjustments between Landlord and Tenant shall be made retroactively, within a reasonable time after required computations can readily be completed.

“Initial Improvements Plan” has the meaning set forth in **Section 4.6**.

“Institutional Lender” has the meaning set forth in the definition of Permitted Leasehold Mortgagee.

“Insurance Trustee” has the meaning set forth in **Section 8.9(a)**.

“Land” has the meaning set forth in the Preamble to this Lease.

“Landlord’s Award” has the meaning set forth in **Section 12.2(d)**.

“Landlord’s Construction Representative” means Paul Osborne of the BPDA.

“Lease Year” means each full calendar year during the Term of this Lease.

“Legal Requirements” has the meaning set forth in **Section 9.3**.

“MCP” means the regulations promulgated under Massachusetts General Laws Chapter 21E at 310 CMR 40.0000 et seq., as the same may be amended from time to time.

“Member” means, as applied to Tenant, any member of Tenant, if Tenant is a limited liability company, or any general or limited partner, if Tenant is a limited partnership, or any shareholder of Tenant, if Tenant is a corporation.

“MEPA” means the Massachusetts Environmental Policy Act, Massachusetts General Laws Chapter 30, Sections 61 – 62H, and the regulations promulgated thereunder, as the same may be amended from time to time.

“NEPA” means shall mean the National Environmental Policy Act, 42 U.S.C. §4321 et seq., and the regulations promulgated thereunder, as the same may be amended from time to time.

“Net Refinancing Proceeds” shall mean the Gross Refinancing Proceeds less an amount equal to the sum of (i) payments made in satisfaction of the Approved Debt, and (ii) payment of all reasonable costs and expenses incurred in connection with such Refinancing such as brokerage, legal, accounting and recording fees. Notwithstanding any other provision of this Lease to the contrary, Tenant agrees that if Tenant has increased the Approved Debt over Twenty Million Dollars (\$20,000,000.00) in the instance of a Refinancing such amounts shall be deemed to fall within this definition of Net Refinancing Proceeds and be subject to the Transaction Fee. Landlord and Tenant shall agree upon the exact amount of Approved Debt (i) annually following delivery of the information required in Section 5.5(c) and, if applicable, (ii) within thirty (30) days of notice by Tenant to Landlord that Tenant intends to undertake a Refinancing.

“Non-Disturbance Agreement” has the meaning set forth in **Section 13.4**.

“Parent” shall mean, with respect to any Entity, any Person which owns directly or indirectly through one or more Subsidiaries the entire Equity Interest in such Entity.



“Party” has the meaning set forth in the Preamble to this Lease.

“Percentage Rent” for the Stub Period or any Lease Year shall mean the product of (i) ten (10%) percent and (ii) the difference between (x) Gross Rentals for such Stub Period or Lease Year and (y) the Percentage Rent Base for such Stub Period or Lease Year, as applicable.

“Percentage Rent Base” shall mean the sum of Four Million (\$4,000,000.00) Dollars, which sum shall be increased commencing in 2026 by three (3%) percent per annum, compounded annually, as set forth in **Schedule I** attached hereto and made a part hereof.

“Permitted Leasehold Mortgage” shall mean, collectively, a mortgage on Tenant’s Leasehold Interest now or hereafter securing Approved Debt and, the obligations secured thereby, and meeting all of the following requirements:

(i) A copy of such mortgage has been delivered to Landlord, accompanied by appropriate recording data and the name and address of the holder thereof (a “Permitted Leasehold Mortgagee” and, together with all other Permitted Leasehold Mortgagees, collectively referred to as the “Permitted Leasehold Mortgagees”), which holder shall be a commercial bank, trust company, savings and loan association, real estate investment trust, lender acting as an originator with respect to a conduit type securitized loan (including a real estate mortgage investment conduit or a financial asset securitization investment trust), an employee benefit pension or retirement plan or fund endowment or insurance company or a governmental authority empowered to make loans or issue bonds, a commercial credit corporation, investment bank or any other institutional lender regularly engaged in the making of loans or equity investments, or any combination of the foregoing acting as a trustee in connection with the issuance of any bonds or other debt instrument financing, provided that in any case such Entity (A) is not an Affiliate of Tenant and which has, together with its participants and/or co-lenders in the aggregate, not less than Five Hundred Million Dollars (\$500,000,000) in assets or (B) has been otherwise approved by Landlord, in Landlord’s reasonable discretion and in writing in advance (an “Institutional Lender”). Any assignee of the Permitted Leasehold Mortgagee must be an Institutional Lender. For purposes hereof, the word “assignee” shall be deemed to include any person or Entity which succeeds to the rights of a Permitted Leasehold Mortgagee, whether by voluntary assignment, involuntary assignment, merger, consolidation, or otherwise;

(ii) Such mortgage is held by a holder who has delivered to Landlord a recordable written undertaking to be bound by and comply with the provisions of **Section 14.3**;

(iii) Such mortgage becomes due prior to the expiration of the Term, and does not contain or secure obligations unrelated to the Leased Premises;

(iv) Such mortgage does not require any so-called “equity participation” or “kicker” payment, unless approved by Landlord; and

(v) Such mortgage is not a so called “blanket mortgage” (“blanket mortgage” meaning a mortgage which covers more than Tenant’s Leasehold Interest or debt which is not Approved Debt).

“Permitted Leasehold Mortgagee” has the meaning set forth in the definition of Permitted Leasehold Mortgage.

“Permitted Uses” has the meaning set forth in **Section 9.1(a)**.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

“Premises” or “Leased Premises” has the meaning set forth in **Section 2.1**.

“Prohibited Uses” has the meaning set forth in **Section 9.1(b)**.

“Refinancing” shall mean any direct or indirect, debt or equity, financing, refinancing or recapitalization of Tenant’s interest in this Lease (including, without limitation, any mortgage financing or refinancing, sale-leaseback, or other transaction of a similar nature) that is not used for the repayment of existing debt on Tenant’s interest in this Lease.

“Rent” shall mean Base Rent, Percentage Rent, and Additional Rent.

“Stub Period” shall mean the period from the Effective Date through and including December 31, 2017.

“Sublease” shall mean, collectively, all subleases, tenancies at will, concessions, licenses, operating agreements, or other occupancy arrangements of any nature whatsoever (whether written or oral) between Tenant as lessor (sublessor) and a Subtenant providing for the use, occupancy or operation of any portion of the Premises.

“Subsidiary” shall mean, with respect to any Parent, any Entity in which a Person owns, directly or indirectly through one or more Subsidiaries, the entire Equity Interest in such Subsidiary.

“Subtenant” means each party to a Sublease with Tenant.

“Taking” has the meaning set forth in **Section 12.1**.

“Tenant’s Award” or “Award” has the meaning set forth in **Section 12.2 and 12.1**, respectively.

“Tenant’s Leasehold Interest” means Tenant’s interest under this Lease for the Term in (i) the Land, and (ii) the Improvements and the rents, issues and profits therefrom.

“Term” has the meaning set forth in **Section 3.1**.

“Threshold Amount” has the meaning set forth in **Section 8.7**.

“Transfer” has the meaning set forth in **Section 13.1**.

“Transaction Fee” has the meaning set forth in **Schedule II**.

“Urban Renewal Plan” means the Urban Renewal Plan, CBD-School-Franklin Urban Renewal Area, Project No. Mass. R-82A, adopted by Landlord in May 1968, as it may be amended in accordance with its terms and conditions.

## **ARTICLE 2 PREMISES**

### **Section 2.1    Lease of Premises**

Landlord, for and in consideration of the covenants and agreements hereinafter contained on the part of Tenant to be paid, kept and performed, hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term, upon the terms and conditions set forth herein, the following described premises (hereinafter called the “**Premises**” or the “**Leased Premises**”):

- (i) the Land, as more particularly described in the attached **Exhibit A** attached hereto; and
- (ii) the Improvements located on the Land including the building (the “**Building**”) more commonly known as Old City Hall, Boston, MA.

The Premises are leased subject to and together with the benefits of: (a) any facts that an accurate survey or personal inspection of the Premises would show; (b) easements, covenants and restrictions of record including without limitation those set forth in the attached **Exhibit B**; (c) any applicable Legal Requirements; (d) violations of Legal Requirements, whether or not recorded or noted, against or affecting the Premises as the same may exist on the Effective Date; (e) all taxes, duties, assessments, special assessments, water charges and sewer rents and any other impositions by a Governmental Authority, fixed or not fixed, imposed after the Effective Date; (f) the condition and state of repair of the Premises as the same may be on the Effective Date and (g) the rights of tenants under the leases listed on the rent roll attached hereto as **Exhibit G**.

### **Section 2.2    Condition of the Premises**

Tenant acknowledges that Tenant has leased the Leased Premises after a full and complete examination of the Premises, in their present “AS IS” “WHERE IS” condition, including, without limitation, subsurface conditions, existing improvements thereon, the presence of any Hazardous Materials located on the Premises or within such improvements, legal title, their present uses and non-uses, and Legal Requirements affecting the same, and accepts the Premises in the same condition in which they or any part thereof now are, and to have assumed all risks in connection therewith, without any representation or warranty, express or implied, in fact or by law, on the part of Landlord, and without recourse to Landlord.

Section 2.3 Title

Tenant acknowledges that it has obtained a commitment for a leasehold owner's title insurance policy with respect to the Leased Premises and that Landlord shall have no responsibility for curing any title defects identified by such title insurance commitment which may be necessary for the financing, development, completion, use or occupancy of the Premises.

**ARTICLE 3**  
**TERM**

Section 3.1 Term

The term of this Lease (the "**Term**") under this Amended and Restated Lease Agreement shall begin on the Effective Date and end at 11:59 p.m. on December 31, 2116, subject to all of the terms and conditions of this Lease, unless earlier terminated as provided herein.

Section 3.2 Construction as a Lease

Landlord and Tenant do not intend this Lease or any related agreements to be construed as a sale under the Enabling Act.

**ARTICLE 4**  
**IMPROVEMENTS**

Section 4.1 No Obligation to Construct Additional Improvements

Landlord hereby acknowledges and agrees that all improvement, construction, reconstruction, and/or rehabilitation work required to be performed by OCH Landmark, the original lessee under the Original Lease, including, without limitation, under Section 4 and Section 11 of the Original Lease, has been completed as evidenced by the Certificate of Completion. Notwithstanding the issuance of the Certificate of Completion, the Landlord and Tenant acknowledge and agree (a) that the ongoing obligation to continue to devote a portion of the Leased Premises to "public use or displays for public benefit" shall be in accordance with the provisions of Exhibit D attached hereto, (b) that said provisions constitute the entirety of Tenant's obligation to devote a portion of the Leased Premises to public use or displays for public benefit, and (c) that said provisions supersede any similar obligation set forth in any other agreement between Landlord and Tenant, including, without limitation, the Original Lease and/or any Confirmatory Letters. Neither Landlord nor Tenant shall be obligated to make any additional improvements, capital or otherwise, or otherwise to construct any improvements in or on the Leased Premises or elsewhere, except as expressly provided in this Lease. Landlord shall in no event be required to maintain or repair or to make any alterations, rebuildings, replacements, changes, additions or improvements on or off the Leased Premises during the Term of this Lease. Without limitation of the foregoing, Landlord shall not be liable for any loss, damage or injury of whatever kind caused by, resulting from, or in connection with (i) the supply or interruption of water, gas, electric current, oil, telephone service or any other utilities to the Premises, (ii) leakage from pipes, appliances, sewer or plumbing works therein or from any other place, or (iii) for interference with air, light or other similar interests by anybody or caused by any public or quasi-public work.

#### Section 4.2 Force Majeure

A delay in or a failure of performance by Landlord or Tenant in the performance of their respective obligations under any provision of this Lease which specifically refers to a Force Majeure Event shall not constitute a default under this Lease to the extent that such delay or failure of performance (i) could not be prevented by such Party's exercise of reasonable diligence and (ii) results from either (a) the other Party's failure to perform its obligations under this Lease, or the gross negligence or willful misconduct of the other Party or of its employees, agents, or others for whom such other Party is legally responsible; or (b) acts of God, fire or other casualty, war, public disturbance and/or strikes or other labor disturbances not attributable to the failure of such Party to perform its obligations under any applicable labor contract or law and directly and adversely affecting such Party; or (c) other causes beyond such Party's reasonable control (a "Force Majeure Event").

#### Section 4.3 Notice of Force Majeure Event

Tenant and Landlord shall each provide the other with prompt written notice in accordance with the provisions of **Section 17.3** of any Force Majeure Event excusing its delay or non-performance. Each Party shall keep the other Party reasonably informed of any development pertaining to such Force Majeure Event.

#### Section 4.4 Tenant's Responsibility to Discharge Liens.

If any mechanic's, laborer's or materialman's lien (other than a Notice of Contract under Chapter 254 of the General Laws of Massachusetts, as from time to time amended) shall at any time be filed against the Leased Premises or any Improvements, the underlying fee, or any part thereof with respect to the performance of any labor or the furnishing of any materials to, by or for Tenant or anyone claiming by, for or under Tenant, Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Subject to Tenant's right to contest the same as provided herein, if Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy Landlord may have, if such lien shall continue for fifteen (15) days after notice from Landlord to Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding or otherwise, and in any such event Landlord shall be entitled, if Landlord so elects upon another fifteen (15) days' notice from Landlord to Tenant, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses reasonably incurred by Landlord in connection therewith, together with interest at the Default Rate from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

Notwithstanding the foregoing, Tenant may contest, in good faith by appropriate proceedings, at Tenant's sole expense (or may permit any Subtenant to undertake such contest),

the amount or validity in whole or in part of any mechanic's, laborer's or materialman's lien, and may defer the discharge of record thereof, provided that:

(a) Tenant shall provide Landlord with security reasonably satisfactory to Landlord to assure payment of contested items; and

(b) Tenant shall immediately pay such contested item or items if the protection of the Leased Premises or Landlord's interest therein, from any lien or claim shall, in the reasonable judgment of Landlord, require such payment.

Subject to the foregoing, and without cost to it, Landlord shall execute and deliver any appropriate papers which may be necessary to permit Tenant so to contest any such lien and shall further cooperate with Tenant in such contest, as Tenant may from time to time reasonably request.

#### Section 4.5 No Consent

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof.

#### Section 4.6. Commitments for Repairs in Connection with OCH Holdings Assignment Approval.

In connection with the OCH Holdings Assignment Approval, OCH Landmarks agreed with Landlord that the sum of \$1,700,000.00 (the "**\$1,700,000 Credit**") would be paid to Landlord from the proceeds received in connection with the Assignment and Assumption for repairs to the Leased Premises for enhancements to the Courtyard and exterior repairs to the Building such as the roof. Tenant covenants with Landlord that Tenant shall make upgrades and/or repairs to the Leased Premises, including the roof of the Building and the Courtyard and a restroom available to the public, which upgrades to the Leased Premises shall be in the amount of at least Five Million (\$5,000,000) Dollars, which \$5,000,000 is the aggregate of (i) the \$1,700,000 Credit, and (ii) the sum of \$3,300,000 to be provided by Tenant. Tenant shall substantially complete said repairs and/or upgrades within thirty-six (36) months from the Effective Date in accordance with an initial improvements ("Initial Improvements") plan to be generated by Tenant and approved by Landlord, each exercising their reasonable discretion (the "**Initial Improvements Plan**") which Initial Improvements Plan shall include a schedule of the initial improvements set forth in the Initial Improvements Plan. The \$1,700,000 Credit paid by OCH Landmarks shall be retained in escrow and released to Tenant upon the later to occur of: (i) approval of the Initial Improvements Plan including estimated budget and timeframes by Landlord; (ii) the issuance of a building permit from the City of Boston Inspectional Services Department for the portion of the initial work to be undertaken as set forth in the Initial Improvements Plan (it being understood that more than one building permit may be issued for the Initial Improvements; and (iii) the commencement of construction of the portion of the Initial Improvements to be undertaken in accordance with the Initial Improvements Plan. All repairs

and/or upgrades shall be made consistent with the Initial Improvements Plan and Tenant shall provide Landlord with a summary on a quarterly basis concurrent with the payment of Base Rent under Section 5.5(b) of the repairs and/or upgrades made and evidence of payment by Tenant as to same. All repairs shall be made in accordance with the terms of this Lease.

## **ARTICLE 5 RENT**

### **Section 5.1 Base Rent**

Commencing on the Effective Date, Tenant shall be required to pay to Landlord Base Rent in accordance with **Section 5.5(b)** below. Base Rent for any partial Lease Year during the Term shall be prorated.

### **Section 5.2 Additional Rent**

From and after the Effective Date, Tenant shall also pay, as additional rent, all sums, costs, expenses, late charges, and payments of every kind and nature payable from Tenant to Landlord under Sections 4.4, 5.5(b), 7.4(d), 13.1(c), 13.7, 14.1, 17.9, and/or 17.27 of this Lease of this Lease (collectively, “**Additional Rent**”), and, in the event of any non-payment thereof, Landlord shall have (in addition to all other rights and remedies) all of the rights and remedies provided for herein or by law in the case of non-payment of all other types of Rent.

### **Section 5.3 Percentage Rent.**

In addition to the Base Rent and Additional Rent specified in this **Article 5**, the Tenant covenants and agrees to pay to the Landlord, as percentage rent for the Stub Period and for each Lease Year of the Term hereof, Percentage Rent, as defined herein, if and as same may become due during the Term hereof. Percentage Rent for any partial Lease Year during the Term shall be prorated.

### **Section 5.4. Occupancy By Tenant or Affiliates**

For purposes of computing Gross Rentals for the Stub Period or for each Lease Year for the determination of Base Rent (but not for the determination of Percentage Rent) from time to time due and payable by Tenant hereunder, any space in the Leased Premises which is occupied by Tenant or any Affiliate of Tenant as a so-called “management office” shall be deemed to generate rentals received by Tenant on account thereof at a rate equal to the fair market rent thereof.

### **Section 5.5 Books and Records; Audit Rights; Statements**

#### **(a) Books and Records; Audit Rights.**

(i) At all times during the Term of this Lease, Tenant shall keep and maintain accurate and complete books and records pertaining to the Leased Premises (such books and records being referred to herein as the “**Books and Records**”). Tenant shall keep such Books and Records on the Leased Premises or at another location

within the City of Boston. Such Books and Records shall be segregated from other records of Tenant relating to matters outside the scope of this Lease and the Leased Premises. Tenant shall maintain such Books and Records in accordance with sound accounting practice.

(ii) For purposes of this Lease, the Books and Records shall include, without limitation, the sales tax returns with respect to the Stub Period and with respect to each Lease Year with respect to Gross Rentals and all pertinent original records that would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Base Rent.

(iii) Landlord, its agents and accountants, shall have the right, upon reasonable prior notice, to make any examination or audit of the Books and Records that Landlord may desire at any time during business hours. In no event may Landlord or any such agent or accountant be entitled to make or receive copies of any portion of the Books and Records. Such right of inspection and audit may be exercised at any time within three (3) years after the submission of Tenant's annual statement for the Stub Period or Lease Year to which such Books and Records relate, and Tenant shall maintain all such Books and Records for at least such period of time and, if any dispute between the Parties has arisen and remains unresolved at the expiration of such period of time, for such further period of time until resolution of such dispute. Tenant will make such Books and Records available to Landlord within three (3) Business Days of Landlord's request. If such audit accurately discloses an underpayment by Tenant of any Base Rent due hereunder, Tenant shall promptly pay such liability, together with interest thereon at the Default Rate from the time such payment should have been made. Such payment may be made without waiving Tenant's right to challenge the results of such audit. In the case of any underpayment of Base Rent equal to or exceeding five percent (5%) of the Base Rent previously paid for such Stub Period or Lease Year, Tenant shall, in addition, promptly pay the reasonable cost of Landlord's audit.

(b) Quarterly Statements and Payments. Base Rent shall be paid in quarterly installments on the fifteenth (15<sup>th</sup>) day of each of January, April, July, and October during the Stub Period or for each Lease Year, as applicable, without notice or demand, and Tenant shall provide to Landlord, with such payment of Base Rent a statement, certified as correct by Tenant's chief financing, accounting or treasury officer, to the best of such officer's actual knowledge, of Base Rent due with respect to the quarterly period next preceding the due date of said payment of Base Rent, which shall be paid with such statement. By way of example, the payment of Base Rent due on July 15 shall be for the immediately preceding months of April, May and June. Percentage Rent, if same shall be due and payable, shall be paid with the annual statements set forth in **subsection (c)** hereafter. To the extent that any Initial Improvements (as defined in Section 4.6) are not completed, the quarterly statement shall include a status report on the Initial Improvements.

(c) Annual Statements. On or before March 30 of each calendar year (or portion thereof) included in the Term, Tenant shall deliver to Landlord and to the Commissioner of Assessing of the City of Boston, without notice or demand, a statement certified by the



Tenant's independent certified public accountant setting forth all Gross Rentals actually received by Tenant during the calendar year (or portion thereof) preceding the date of such statement and the existing Approved Debt, such statement to include such further information as sound accounting practice would require in the circumstances in order to verify that the Base Rent paid under this Lease is correct.

(d) Year End Adjustments. Any adjustments with respect to the amount of Base Rent actually paid or due and owing during such prior calendar year (or portion thereof) and any payment of Percentage Rent shall be made with respect to each calendar (or portion thereof) included in the Term at the time Tenant delivers the applicable annual statement. Any Base Rent due and owing from Tenant to Landlord on account of the Stub Period or any such prior Lease Year as disclosed by such annual statement shall be delivered to Landlord with such annual statement. Any overpayment of Base Rent made by Tenant to Landlord which is disclosed by such annual statement shall be credited against Base Rent payable in succeeding Lease Years, commencing with the first monthly payment of Base Rent due thereafter.

(e) Warranty of Information. Except as set forth in the sentence next following, each delivery of quarterly or annual statements under this **Section 5.5** or financial information in regard to the Premises under this Lease shall constitute a representation and warranty by Tenant's chief financial officer that such report, statement or other information is true and correct in all material respects. No delivery of non-conforming statements or items of information to Landlord under this Lease shall be effective to waive the right of Landlord to full performance of this **Section 5.5** or to waive any breach by Tenant in the delivery of statements or other information.

**Section 5.6. Landlord's Right To Perform Tenant's Covenants**

(a) Performance by Landlord. If Tenant shall, at any time beyond the expiration of any applicable notice and grace period provided in this Lease, fail to pay any item of Additional Rent in accordance with the provisions of this Lease, or to take out, pay for, maintain or deliver any of the insurance policies or certificates provided for in this Lease, or shall fail to make any other payment or perform any other act on its part to be made or performed, then Landlord may, but shall be under no obligation to:

(i) pay any item of Additional Rent payable by Tenant pursuant to the provisions hereof, or

(ii) take out, pay for and maintain any of the insurance policies required to be maintained by Tenant hereunder, or

(iii) make any other payment or perform any other act on Tenant's part to be made or performed as provided herein.

In addition, Landlord may, subject to the right of Subtenants under Subleases, enter upon the Premises and take all such actions thereon, as may be necessary to perform any such other act on Tenant's part to be performed.

(b) Reimbursement. All sums reasonably paid by Landlord and all reasonable costs and expenses incurred by Landlord, including reasonable attorneys' fees and expenses, in connection with the performance of any cure of a default by Tenant, together with interest at the Default Rate from the date of such payment or incurrence by Landlord of such cost and expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. If Landlord shall exercise its rights hereunder to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and Landlord shall be entitled to exercise any remedy it may have, contained in this Lease or otherwise, if Tenant shall fail to pay such Additional Rent to Landlord within twenty (20) days after the demand therefor.

(c) Entry. During the progress of any work on the Premises which may, under the provisions of this Lease, be performed by Landlord, Landlord may keep and store in the areas in which such work is being conducted all necessary materials, tools, supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant or any contractor, subcontractor, Subtenant, guest, licensee or operator by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.

#### Section 5.7 Payments; Late Charges

Until Tenant shall have been given notice otherwise by Landlord, Tenant shall pay all Rent to Landlord at the following addresses, as applicable:

(a) With respect to Base Rent and/or Percentage Rent pursuant to Sections 5.1, 5.3 and 5.5:

City of Boston Assessing Department  
1 City Hall Square, Room 301  
Boston, Massachusetts 02201  
Attn: Commissioner of Assessing

(b) With respect to Additional Rent and/or Transfer Fees pursuant to Sections 5.2 and 13.7:

Boston Redevelopment Authority  
d/b/a Boston Planning & Development Agency  
43 Hawkins Street  
Boston, Massachusetts 02114  
Attention: Accounts Receivable

or in the alternative by wire transfer in accordance with the following instruction:

Citizens Commercial Banking  
1 Citizens Plaza  
Providence, Rhode Island 02903  
ABA Routing #011500120  
Account #1131063594  
Account Name: Boston Redevelopment Authority  
Boston, Massachusetts  
Reference: Rent payment for Old City Hall, 45 School Street, Boston, MA

Except as otherwise expressly provided in this Lease, all regularly scheduled payments of Rent shall be paid by Tenant to Landlord without notice, demand, abatement, deduction or offset under any circumstances, or for any cause or reason. Tenant's default in the due and punctual payment of Rent or other sums due and payable by Tenant under this Lease, when and as the same shall become due and payable, shall obligate Tenant, upon Landlord's demand, to pay interest on such amounts at the Default Rate from the date such payment was due and payable.

Section 5.8 No Partnership or Joint Venture

Nothing contained in this Lease shall be construed to create a partnership or joint venture between Landlord and Tenant or to make Landlord an associate in any way of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the Parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

**ARTICLE 6**  
**IMPOSITIONS AND UTILITIES**

Section 6.1 Impositions

As used in this Lease, the term "**Impositions**" shall mean any and all ad valorem real estate taxes and/or payments or assessments in lieu or in substitution thereof, special assessments, betterments, license and permit fees and other governmental charges of any kind and nature whatsoever which at any time may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, the Premises or any portion thereof, the Improvements, or the leasehold, or any part thereof or any appurtenance thereto, whether such charges are made directly to Tenant or through or in the name of Landlord.

It is acknowledged and agreed by Landlord and Tenant that the Base Rent and Percentage Rent payable hereunder by the Tenant to the Landlord is in lieu of any Impositions, whether present or future. Thus, there shall be no payments due from Tenant to Landlord, or any payment due to the City of Boston, under this Lease relating to any Impositions. The Premises and the lease to the Tenant hereunder is benefitted by a certain "Agreement between the Boston Redevelopment Authority, the City of Boston, and Old City Hall Landmark Corporation related to Historic City Hall" dated June \_\_, 1970, (the "**Agreement**") as amended by a certain "Amendment to Agreement (the "**Amendment**") between the Boston Redevelopment Authority, the City of Boston, and Old City Hall Landmark Corporation" whereby the terms of said

Agreement are extended co-terminous with the terms of this Lease. Copies of said Agreement and Amendment are attached hereto as **Exhibit H** and **Exhibit I**, respectively.

Section 6.2 Intentionally Omitted.

Section 6.3 Utilities

Notwithstanding the provisions of Section 6.1 above, Tenant shall pay or cause to be paid by any Subtenant if applicable, directly to the utility provider, all charges by any public authority (including Landlord, as the case may be) or public utility for water, electricity, telephone, gas, sewer, and/or other utility services supplied or rendered to the Premises, whether such charges are made directly to Tenant or through or in the name of Landlord.

Section 6.4 No Liability of Landlord

Landlord shall not be required to furnish to Tenant any facilities or services of any kind whatsoever during the Term, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power. Pursuant to this Lease, Landlord is granting Tenant the right and easement to tie into the existing sources of such facilities and services in their existing locations to the extent located in adjacent streets and ways owned or controlled by Landlord and to the extent necessary to operate the Improvements, it being understood, however, that Landlord makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Improvements.

In the event that Tenant determines that the enlargement, improvement or expansion of existing sources of supply, distribution points or utilities is necessary to supply the Improvements, such enlargement, improvement or expansion shall be the obligation, and the expense, of Tenant and shall be undertaken in accordance with plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, it being understood that (x) Landlord shall cooperate with Tenant in obtaining such utilities for the Improvements as Tenant may from time to time reasonably request (which cooperation shall include, without limitation, the granting, without further expense, of easements over Landlord's adjoining streets in locations reasonably approved by Landlord, to the extent of, and as limited by, Landlord's interest (if any) in such streets or ways), and (y) Landlord shall not unreasonably withhold, delay or condition its approval of the plans and specifications for any such utilities or, provided that the location of any easement over Landlord's streets required in connection therewith will not materially and adversely impact the planned development of the Land or any of Landlord's adjacent property.

**ARTICLE 7**  
**MAINTENANCE AND ALTERATIONS**

Section 7.1 Repair and Maintenance

Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall take good care of the Premises, including, without limitation, the Building and all improvements now or hereafter erected thereon, (including, without limitation, all Improvements, paved areas, exterior lighting, utility and drainage lines and facilities serving the Premises (but only to the extent any

such lines and facilities are not maintained by the City of Boston or a utility company), and all other equipment and appurtenances located on the Land and used in the operation of the Premises or any portion thereof), and shall keep the same in good order, condition and repair, except for (i) reasonable wear and tear, (ii) damage from a Taking or a Casualty after the last repair, replacement, restoration or renewal required to be made by Tenant pursuant to its obligations hereunder, and (iii) damage caused by Landlord or its agents, employees or contractors, and Tenant shall make all repairs thereto necessary for such purpose, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen. All repairs made by Tenant shall be substantially equal or better in quality and class to the then-existing quality of the Improvements being repaired and shall be made in compliance with applicable Legal Requirements.

Tenant shall not commit, and shall use all reasonable efforts to prevent, waste, damage or injury to the Premises.

#### Section 7.2 Cleaning; Landscaping; Snow Removal

Tenant shall put, keep and maintain all portions of the Premises, including all sidewalks and curbs and landscaped areas (including, without limitation, the irrigation system therefor) adjoining the same in a clean, well-maintained, and orderly condition, reasonably free of dirt, mud, standing water, rubbish, snow, ice, obstructions and physical encumbrances, and shall properly dispose of all such dirt, rubbish, snow and ice.

#### Section 7.3 Limitation of Tenant Maintenance Obligations

Notwithstanding anything to the contrary contained in this Lease, (a) Tenant shall not be obligated to maintain, repair, replace, or otherwise perform any work to any areas or improvements located outside of the boundaries of the Land, including, without limitation, the sidewalks, streets, and curbs adjacent to the Land, and all or any portion of the properties abutting the Land, and (b) Tenant's obligation to maintain, repair, restore, replace or otherwise perform any work to any statues, sculptures, murals, or other works of art now or hereafter located at the Premises, (other than ordinary cleaning of the same as needed from time to time) shall be limited to the extent that Tenant can maintain insurance covering said items, at normal premium rates, and only to the extent that said items are of historical significance, as reasonably determined by an entity engaged in the business of providing consulting advice regarding historic properties (such as, by way of example only, Epsilon Associates) reasonably selected by Tenant and Landlord (the "**Consulting Advisor**"). If said items are of historical significance, are damaged and insurance funds are available for their replacement or repair, Tenant shall repair and/or replace same if feasible, or shall substitute a reasonably equivalent item(s) therefore as reasonably determined by the Consulting Advisor and Landlord. If same are damaged and insurance proceeds are not available, and/or if said items are not of historical significance, the Tenant shall have no obligation to replace same but shall repair any damage to the Leased Premises itself, but not the specific items (by way of example, if a mural on a wall is damaged and cannot or is not required to be restored, the Tenant shall paint or otherwise repair the wall to retain same in a first class condition).

## Section 7.4 Alterations

(a) No alterations or improvements to the Leased Premises (“**Alterations**”) shall be undertaken without Landlord’s prior written approval, provided that Landlord’s approval shall not be required for any Alteration for a Subtenant premises that does not affect the exterior of the Improvements or on the street level if visible from the exterior of the Improvements, provided further that all other requirements with respect to any such Alterations set forth in this Lease, including, without limitation, this **Section 7.4**, shall apply thereto. Landlord’s approval of any Alteration shall not be unreasonably withheld, conditioned or delayed. Landlord shall not be deemed to unreasonably withhold consent, if any such Alteration shall (i) materially adversely affect the roof, structural elements, or building systems of the Building; or (ii) materially adversely change the locations or functionality of public entrances and exits to the Building. Any Alterations made by Tenant shall be constructed in a first class and good and workmanlike manner subject to the terms and provisions of this Lease. Provided, however, Landlord acknowledges that the roof does require repair as set forth in said **Section 4.6** hereof and Landlord’s consent for the roof repairs shall not be unreasonably withheld.

(b) If Landlord consent for an Alteration is required, Tenant shall submit detailed plans and specifications showing any proposed Alterations requiring Landlord’s approval to Landlord prior to commencing such Alterations. Any written request to approve proposed Alterations shall not be deemed to have been received by Landlord unless it is sent to the attention of Landlord’s Construction Representative in addition to those employees of Landlord identified in **Section 17.3** below. Landlord shall approve or object to such plans and specifications within sixty (60) days after receipt of the same from Tenant, and if it objects, Landlord shall specify its objections to the same and Tenant shall revise such plans and specifications to address Landlord’s objections and shall resubmit the same to Landlord for approval. Landlord shall have an additional thirty (30) days to review and approve, or object to, such revised plans and specifications. If Landlord objects to such revised plans and specifications within such thirty (30) day period, Landlord shall specify its objections to the same and Tenant shall revise such plans and specifications to address Landlord’s objections and shall resubmit such the same to Landlord for approval, and the Parties shall continue in this fashion until Landlord approves such plans and specifications in accordance with this **Section 7.4**. Landlord’s approval of the initial or revised plans and specifications for any Alterations shall be deemed granted as requested by Tenant if (i) Tenant’s request for such approval specifically references this Section and contains in a conspicuous type both on the exterior of the envelope containing such request and on the top of the first page of such request the following language in bold and prominent print: “**YOU SHALL BE DEEMED TO HAVE GRANTED TO TENANT THE APPROVAL REQUESTED IN THIS LETTER IF YOU FAIL TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN SIXTY (60) DAYS [THIRTY (30) DAYS FOR REVISED PLANS AND SPECIFICATIONS] AFTER YOUR RECEIPT OF THIS LETTER**”, and (ii) Landlord fails to respond within such 60-day (for initial plans and specifications) or 30-day (for revised plans and specifications) period.

(c) Upon completion of any Alterations under this **Section 7.4** (whether or not consent is required), Tenant shall provide Landlord with as-built information for such Alterations in accordance with the provisions of this Lease.

(d) Tenant shall reimburse Landlord for all actual out-of-pocket architectural and engineering expenses for architectural and engineering review reasonably incurred by Landlord in connection with its review of a proposed Alteration requiring Landlord's approval hereunder. Any such Alteration which Landlord has approved shall be performed substantially in accordance with the approved plans and specifications, and no material amendments or material additions to such plans and specifications shall be made without the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed, in accordance with the terms hereof. Such reimbursement as is required pursuant to this **Section 7.4** shall be considered Additional Rent for purposes of this Lease.

(e) Tenant, at its expense, shall obtain all necessary Approvals from Governmental Authorities for the commencement and prosecution of any Alterations and, if required, Tenant shall obtain final approval from Governmental Authorities upon completion of such Alterations. Tenant shall promptly deliver copies of all such Approvals to Landlord.

(f) All costs associated with all Alterations shall be borne by Tenant.

(g) Tenant shall comply with all requirements of this Lease referring specifically to the design and construction of Alterations (in distinction to the Improvements generally). In addition, Tenant shall cause the Alterations to be performed in compliance with all applicable Legal Requirements, the requirements of any Permitted Leasehold Mortgage and the requirements of any insurers of the Premises, or any Board of Fire Underwriters, Fire Insurance Rating Organization, or other body having similar functions. All such Alterations shall be performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the original quality of the installations at the Premises.

(h) All Alterations shall remain the property of the Tenant during the Term of this Lease and except as otherwise provided herein shall remain a part of the Premises upon the termination of this Lease.

#### **Section 7.5 Removal of Building Equipment**

Tenant shall not, without the consent of Landlord, remove or dispose of any Building Equipment from the Premises unless such Building Equipment (i) is promptly replaced by Building Equipment of at least equal utility and quality, or (ii) is removed for repairs, cleaning or other servicing, provided Tenant reinstalls such Building Equipment with reasonable diligence ; provided, however, Tenant shall in no event be required to replace any Building Equipment that performed a function that has become obsolete, unnecessary or undesirable in connection with the operation of the Premises in accordance with the terms of this Lease.

**"Building Equipment"** shall mean all installations incorporated in, located at or attached to and used or usable in the operation of, or in connection with, the Premises and shall include, but shall not be limited to, machinery, apparatus, devices, motors, engines, generators, transformers, dynamos, compressors, pumps, boilers and burners, heating, lighting, plumbing, ventilating, air cooling and air conditioning equipment; chutes, ducts, pipes, tanks, fittings, conduits and wiring; incinerating equipment; elevators, escalators and hoists; washroom, toilet and lavatory plumbing equipment; window washing hoists and equipment; and all additions or replacements thereof,

excluding, however, any personal property which is owned by Subtenants, licensees, concessionaires or contractors.

#### Section 7.6 Waste Disposal

Tenant shall dispose of waste from all areas of the Premises in accordance with all applicable Legal Requirements and in a prompt and sanitary manner.

#### Section 7.7 Signs

Tenant may erect any sign, decoration, lettering, advertising matter or any other similar display (collectively referred to herein as a “**Sign**”) in the interior of the Building without obtaining Landlord’s approval, except that any interior Sign that would be visible from the exterior of the Building shall require Landlord’s prior written approval in each instance, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant may erect any Sign on the exterior of the Building or elsewhere on the Land or any interior Sign that is visible from the exterior of the Building or elsewhere on the Premises, only if Landlord shall have first approved in writing in each instance the location, dimensions, materials and design (including any proposed lighting) of any such Sign, which approval shall not be unreasonably withheld, conditioned or delayed. Accordingly, Tenant shall submit to Landlord, for Landlord’s reasonable approval, an initial Sign plan showing the locations, maximum dimensions, lighting and design materials of all proposed exterior Signs and interior Signs that would be visible from the exterior of the Building. Thereafter, Tenant may replace or modify any Sign which has been approved by Landlord, provided that such Sign is related to the operation of the Building or one or more of the Subtenants, and consists of any lighting and design materials and is within the maximum dimensions and location as was previously approved by Landlord. Any other proposed additional or replacement Signs, or material modifications to Signs, shall require Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and Tenant shall submit an updated Sign plan to Landlord. Any disapproval by Landlord shall specify Landlord’s objections thereto. Any written request by Tenant to Landlord to approve proposed Signs shall not be deemed to have been received by Landlord unless it is sent to the attention of Landlord’s Construction Representative in addition to those employees of Landlord identified in **Section 17.3** below. Any approval requested by Tenant pursuant to this **Section 7.7** shall be deemed granted as requested by Tenant if (i) Tenant’s request for such approval specifically references this **Section 7.7** and contains in a conspicuous type on the top of the first page of such request the following language in bold and prominent print: “**YOU SHALL BE DEEMED TO HAVE GRANTED TO TENANT THE APPROVAL REQUESTED IN THIS LETTER IF YOU FAIL TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN THIRTY (30) DAYS AFTER THE DELIVERY OF THIS LETTER**”, and (ii) Landlord fails to respond in accordance with the provisions of this **Section 7.7** within such 30-day period.



**ARTICLE 8**  
**INSURANCE AND INDEMNITY**

**Section 8.1**    Casualty Insurance

(a)    All Risk. Tenant, at its sole cost and expense, shall keep in full force and effect property insurance on the Premises and all Improvements, and other improvements located on the Premises, including, but not limited to, machinery and boilers and other equipment and property installed or used in, on or about the Premises, naming Landlord and Tenant as their respective interests may appear, in amounts sufficient at all times to prevent Landlord or Tenant from becoming a co insurer under the provisions of applicable policies of insurance, at least equal to the full replacement cost thereof, without deduction for depreciation, against all risks of direct physical loss or damage as may from time to time be included within the definition of an "All Risk" or "Broad Form" property insurance policy and extended to include coverage against earthquake, earth movement, flood (including back up of sewers and drains), sprinkler leakage, breakdown of boilers, machinery and electrical equipment, war risk, nuclear reaction, lightning, wind storm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, demolition and such other risks as Landlord may reasonably designate.

(b)    Loss of Income. Tenant, at its sole cost and expense, shall keep in full force and effect loss of rent insurance, with loss payable to Landlord, for an amount equal to the then current amount of Base Rent to be paid by Tenant under this Lease for a period of eighteen (18) months following the Casualty. Any proceeds of such loss of rent insurance actually received by Tenant shall be included in Gross Rentals for the purpose of determining Base Rent.

(c)    Flood Insurance. Tenant, at its sole cost and expense, shall maintain during the Term, flood insurance if (i) any portion of the Improvements is currently or at any time in the future located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having a Special Flood Hazard Area (zones beginning with the letter "A" or "V"), mudslide or flood related erosion hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended from time to time, and (ii) the broad form flood coverage required by subsection (a) above is not available, for the lesser of the replacement value of the Improvements or the maximum amount available under the National Flood Insurance Program.

(d)    Boiler Insurance. Tenant shall also keep in effect, at its sole cost and expense, boiler insurance, including pressure vessels and pipes, if there be any such vessel or pipes on the Premises, in an amount not less than the replacement cost of such boilers or machinery.

**Section 8.2**    Liability Insurance

Tenant at its sole cost and expense shall maintain or, in the case of **Section 8.4** below, cause the applicable Subtenant to maintain during the Term:

(a)    for the mutual benefit of Landlord and Tenant, and, if and to the extent required under any Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee under

such mortgage, and identifying Landlord as an additional insured, commercial general liability insurance against claims for personal injury, death, and property damage occurring upon, in or about the Premises, any off-site Improvements, and on, in or about the adjoining sidewalks and passageways (including, without limitation, personal injury, death, and property damage resulting directly or indirectly from any change, alteration, improvement or repair thereof), including claims arising from the use of all equipment at the Premises or in connection with hauling of materials or debris therefrom, with limits deemed reasonably adequate by Landlord to protect against judgments being awarded in Massachusetts for injury, death and property damage. As of the date hereof, a combined single limit policy in the amount of Three Million Dollars (\$3,000,000) for bodily injury and death and for property damage shall be deemed adequate. This insurance shall be primary over any other policy of insurance owned by Landlord;

(b) worker's compensation insurance as required by law, and employers' liability insurance with minimum limits of One Million Dollars (\$1,000,000);

(c) comprehensive automobile liability insurance covering all owned, hired and non-owned automobiles or other motor vehicle used in connection with work being performed on or for the Premises, and naming Landlord as an additional insured, for bodily injury and property damage in a combined single limit which shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, with a deductible determined by Tenant of not more than Twenty-five Thousand Dollars (\$25,000), subject to adjustment for inflation; and

(d) umbrella and excess liability insurance with a minimum limit of Seven Million Dollars (\$7,000,000.00).

The minimum coverages stated herein shall be reviewed every fifth (5th) Lease Year of the Term by Landlord and Tenant and shall be increased at such intervals if such increases are reasonably necessary to reflect inflation or changes in the nature or degree of risks insured or to protect against judgments from time to time being awarded in Massachusetts for injury, death and property damage, in all cases consistent with such limits as are from time to time customarily carried with respect to similar properties in the City of Boston.

### Section 8.3 Supplemental Insurance

Tenant shall also maintain such other insurance, including without limitation, terrorism insurance, in such amounts as may from time to time be reasonably required by Landlord, against other insurable hazards which at the time are customarily insured against in the case of comparable properties in the City of Boston, reasonably acceptable to Tenant. Further, Tenant agrees to name Landlord as an additional insured and to provide evidence thereof to Landlord in accordance with the requirements hereof.

### Section 8.4 Subtenant Insurance

If at any time there are Subtenants occupying all or any portion of the Premises, then Tenant shall require Subtenants to maintain and provide evidence of insurance coverages in types and amounts required from time to time by reasonably prudent owners of properties similar to the Premises in the Boston metropolitan area, with coverages to be in full force and effect for

the term of the respective Subtenants' occupancy. With respect to Subtenants whose business operations at the Premises include the sale, distribution or use of alcoholic beverages, such required insurance coverages shall include, without limitation, liquor law legal liability insurance for bodily injury and property damage insuring against loss, damage, liability, suits, claims, costs and expenses by reason of the manufacture, storage, sale, distribution, use or giving away of alcoholic liquors in, from and about the retail space occupied by such Subtenant and the Premises, whether such liability arises under any present or future law, statute or ordinance of the Commonwealth of Massachusetts or any other Governmental Authority, relating to the sale or other disposition of fermented alcoholic or other intoxicating liquors in, from, on or about the retail space occupied by such Subtenant on the Premises. Further, it will be the responsibility of Tenant to maintain a file of the Subtenants' certificates of insurance and ascertain that it is current. Landlord reserves the right to review Tenant's Subtenant insurance certificates at any time upon reasonable prior notice.

#### Section 8.5 Insurance Carriers, Policies

All insurance required to be carried by Tenant in this **Article 8** shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility licensed and doing business in Massachusetts and having a so-called Best's Rating of "A:VIII" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to Landlord and shall name Landlord as an Additional Insured. To the extent commercially available in accordance with industry standards, the commercial general liability policy shall be endorsed specifically to recognize and insure the indemnification provision appearing in **Section 8.11** of this Lease. Such policies shall be primary over and above any policies held by Landlord. Upon the execution of this Lease, and thereafter at least annually and not less than five (5) days prior to the expiration dates from time to time of the policies required pursuant to this **Article 8**, certificates of such insurance or, upon request of Landlord, duplicate originals of the policies, in either case bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payment shall be delivered by Tenant to Landlord.

Each deductible for a policy of insurance required or contemplated under this **Article 8** shall be no greater than fifty thousand dollars (\$50,000) except with respect to coverage for perils resulting from terrorism, flood, earthquake and wind, in which case such deductibles shall be the lowest deductibles that are commercially available.

Nothing in this **Article 8** shall prevent Tenant from taking out insurance of the kind and in the amounts provided for under this **Article 8** under a blanket insurance policy or policies covering other properties as well as the Premises; provided, however, that any such policy or policies of blanket insurance (i) shall specify therein, or in a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts shall not be less than the amounts required by **Sections 8.1, 8.2, 8.3** and **8.4** hereof, and (ii) such amounts so specified shall be sufficient to prevent any of the insureds from becoming a co-insurer within the terms of the applicable policy or policies; and provided further, that any such policy or policies of blanket insurance shall, as to the Premises, otherwise comply as to endorsements and coverage with the provisions of this **Article 8**.

#### Section 8.6 No Separate Insurance

Neither Landlord nor Tenant shall take out separate insurance concurrent in form or contributing in the event of loss with that required in this **Article 8** to be furnished by, or which may reasonably be required to be furnished by, Tenant unless Landlord, Tenant and, if and to the extent required by any Permitted Leasehold Mortgage, the Permitted Leasehold Mortgagee under such Permitted Leasehold Mortgage, are included therein as the additional insureds, with loss payable as in this Lease provided. Each Party shall immediately notify the other of the placing of any such separate insurance and shall cause certificates with respect thereto to be delivered as required in **Section 8.5**.

#### Section 8.7 Adjustment

All policies of insurance provided for in **Section 8.1** shall name Tenant and any applicable Permitted Leasehold Mortgagee as the loss payees and/or insureds as their respective interests may appear and shall further provide that any loss payable to a Permitted Leasehold Mortgagee shall be payable notwithstanding any act or omission of Tenant which might otherwise invalidate such policy. The loss, if any, under such policies shall be adjusted as follows: In case of any particular casualty resulting in damage or destruction not exceeding \$2,500,000.00 in the aggregate, adjusted for inflation by any increase in the Index (the "**Threshold Amount**"), the loss under such policies shall be adjusted with the insurance companies by Tenant and any applicable Permitted Leasehold Mortgagee, and shall be payable to the Insurance Trustee for the benefit of the Permitted Leasehold Mortgagee in accordance with the terms and conditions of the Permitted Leasehold Mortgage (and/or the related loan documents between the Permitted Leasehold Mortgagee and Tenant) or, if there is no Permitted Leasehold Mortgage, to the Insurance Trustee to be applied in accordance with this Lease. In the case of such damage or destruction in excess of the Threshold Amount, the loss shall be adjusted with the insurance companies by Tenant and any applicable Permitted Leasehold Mortgagee, and the proceeds of any such insurance, as so adjusted, shall be payable to the Insurance Trustee acting hereunder pursuant to the provisions of **Section 11.2**, if there is a Permitted Leasehold Mortgage, for the benefit of the Permitted Leasehold Mortgagee in accordance with the terms and conditions of the Permitted Leasehold Mortgage (and/or the related loan documents between the Permitted Leasehold Mortgagee and Tenant) or, if there is no Permitted Leasehold Mortgage, to be applied in accordance with this Lease.

All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of Tenant or any sublessee, guest, licensee, operator, or other occupant shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

#### Section 8.8 Non-cancellation

Each policy or certificate issued by an insurer shall, to the extent obtainable and consistent with applicable law, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written

notice to Landlord and to any mortgagee named therein, except in the case of any non-payment of premium, in which event the insurer shall give at least ten (10) days' prior written notice.

#### Section 8.9 Insurance Trustee

The following provisions shall apply from and after the time that there shall be (i) any insured damage in excess of the Threshold Amount, or (ii) a Taking (other than either a Taking in response to which this Lease is terminated in accordance with **Article 12** or a deemed temporary Taking in the event of a reduction of the Term as set forth in **Section 3.1**) of all or a portion thereof:

(a) Either (i) the Permitted Leasehold Mortgagee or (ii) some other bank or trust company which is among the five largest in terms of its net assets among those bank and trust companies with an office in the City of Boston, and having net assets in excess of Five Hundred Million Dollars (\$500,000,000.00), designated by Tenant (subject to the prior reasonable approval of both the Permitted Leasehold Mortgagee and Landlord), shall act as trustee (the "**Insurance Trustee**") to receive and disburse insurance proceeds and taking awards in accordance with **Article 11** and **Article 12** hereof, and Landlord and Tenant shall enter into an agreement with said bank or trust company appropriately covering assumption of the duties of the Insurance Trustee hereunder and containing such provisions as may be reasonably required by said bank or trust company, provided that Landlord shall not be required thereby to assume any obligations or liabilities other than as provided in this Lease.

(b) In the event of the refusal to act or the resignation of said bank, trust company, or First Permitted Leasehold Mortgagee, as applicable, or of any successor or substituted bank, trust company, or First Permitted Leasehold Mortgagee designated to act or acting as Insurance Trustee hereunder, then, in lieu of such bank, trust company, or First Permitted Leasehold Mortgagee, Tenant shall have the right (subject to Landlord's and the Permitted Leasehold Mortgagees' reasonable approval) to designate any other bank or trust company which satisfies the requirements of subparagraph (a) above to act as Insurance Trustee.

(c) Each such designation or substitution of any such Entity to act as Insurance Trustee hereunder shall be effected by Tenant or applicable Permitted Leasehold Mortgagee giving to Landlord written notice of such designation or substitution, as the case may be, and as soon thereafter as may be practicable after the giving of such notice (i) Landlord and Tenant shall enter into an agreement with the Entity so designated or so being substituted appropriately covering the assumption by it of the duties of the Insurance Trustee hereunder and containing such provisions as may reasonably be required by such Entity, provided that Landlord is not required thereby to assume any obligations or liabilities other than as provided in this Lease, and (ii) the Entity which shall have resigned as Insurance Trustee or for which another Entity shall have been so substituted as Insurance Trustee shall turn over to the new Insurance Trustee all insurance proceeds or taking awards remaining on hand with it.

(d) The fees and charges of every Entity acting as Insurance Trustee hereunder shall constitute an expense of maintenance and disposition of the proceeds deposited with such Insurance Trustee and shall be paid periodically from such proceeds in such manner as

may be agreed upon by Landlord, Tenant, any applicable Permitted Leasehold Mortgagee and such Insurance Trustee.

(e) Anything contained in this **Section 8.9** to the contrary notwithstanding, any agreement which Landlord and Tenant shall enter into with any Entity acting as Insurance Trustee hereunder shall include as a party thereto any applicable Permitted Leasehold Mortgagee, in its capacity as such, provided that all proceeds are to be applied in the same manner as provided in the Permitted Leasehold Mortgage (and/or the related loan documents between the Permitted Leasehold Mortgagee and Tenant) or, if there is no Permitted Leasehold Mortgage, this Lease.

#### Section 8.10 Waiver of Subrogation

If, and only if, permitted by the policies of insurance relating to the Premises maintained by Landlord and Tenant, Landlord and Tenant hereby each waive all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving Party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policies which either may have in force at the time of such loss or damage. Each Party shall, upon obtaining policies of insurance relating to the Premises, or portions thereof, which permit the aforesaid waiver, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease, and each Party shall endeavor to cause each such insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any damage covered by any such policy, at the sole cost of the Party for whose benefit such waiver is sought.

#### Section 8.11 Indemnification

Tenant shall indemnify and save Landlord harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects', attorneys' and other consultants' fees, first arising after the date hereof, which may be imposed upon or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term of this Lease:

(a) any work done in or on the Premises or any part thereof by Tenant or any other party other than the Landlord, its employees, contractors, agents, servants or licensees;

(b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof by Tenant or any other party other than the Landlord, its employees, contractors, agents, servants or licensees;

(c) any accident, injury or damage to any person or property occurring in or on the Premises or any part thereof, including any sidewalk or curb appurtenant to the Premises (to the extent the same are part of the Premises), except to the extent caused by or resulting from the negligence or wrongful act of Landlord, its employees, contractors, agents, servants, or licensees;

(d) any negligence on the part of Tenant or any party for whom Tenant is legally liable or on the part of any Subtenant; and

(e) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with beyond applicable notice and cure periods.

In case any action or proceeding is brought against Landlord by reason of any claim arising out of any of the occurrences which Tenant is required, pursuant to the preceding paragraph, to indemnify and save Landlord harmless against and from, Landlord shall give prompt notice thereof to Tenant and shall cooperate with Tenant in the defense thereof; and Tenant upon written notice from Landlord shall at Tenant's expense defend such action or proceeding using legal counsel designated by Tenant's insurer or selected by Tenant in its reasonable business judgment.

The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to Landlord which would exist at common law or under any other provision of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this **Article 8**. The provisions of this **Section 8.11** shall survive termination or expiration of this Lease.

#### Section 8.12 Landlord's Insurance

Tenant acknowledges that Landlord is not required to procure or maintain insurance of any kind on or with respect to the Premises or the Improvements under this Lease.

### ARTICLE 9 USE OF PREMISES

#### Section 9.1 Use

(a) Permitted Uses. The Premises shall be used for all uses permitted under the Urban Renewal Plan, including, without limitation, retail, commercial and office use (collectively, the "**Permitted Uses**").

(b) Prohibited Uses.

(i) Prohibited Uses. Tenant shall not use the Premises for any use other than the Permitted Uses without the prior written approval of Landlord. Without limiting the provisions of this **Section 9.1**, in no event shall any portion of the Premises be used for the following (collectively, the "**Prohibited Uses**"):

- 1) any entertainment centers, junkyard, open-air material processing/ recycling (except snow collected on-site) and open-air materials storage;

- 2) any casino, sports or game facility or off-track betting club or other establishment which is primarily devoted to gambling activities;
- 3) any adult entertainment purposes or for the sale, rental or display of so-called "adult" or pornographic materials;
- 4) the sale or display of any firearm;
- 5) any services involving potential fire hazards or the use of Hazardous Materials (other than ordinary cleaning supplies, ordinary office supplies and the like);
- 6) any illegal, offensive or immoral use or purpose;
- 7) any use which is a public nuisance; or
- 8) any use that would make void or voidable any insurance then in force with respect to the Premises.

(ii) Curative Actions. Promptly following its discovery of any Prohibited Use, Tenant shall take all necessary steps, legal and equitable, to cause or compel discontinuance of such business or use, including, if necessary and warranted under the circumstances, the termination of any Sublease and the eviction of any such Subtenant in accordance with applicable law, and the removal from the Premises of any such Subtenants, subtenants, licensees, invitees or concessionaires.

#### Section 9.2 Subtenant's Operations/Waste.

(a) Tenant shall monitor each Subtenant's premises for compliance with this Lease and shall enforce the terms and conditions of the Subleases in a commercially reasonable manner with regard to collection of all rent and other amounts due from Subtenants and performance of all obligations of the Subtenants under their respective Subleases.

(b) Tenant shall not, and shall not permit any Subtenant to, injure, overload, deface or strip, or cause waste or damage to, the Premises or the Improvements constructed thereon or the underlying fee or any part thereof, nor commit any nuisance or unlawful conduct; nor permit the emission of any objectionable noise or offensive odor; nor permit any fireworks displays; nor make any use of the Premises or the Improvements which is improper or offensive; nor permit or suffer any Subtenant, guest, licensee, operator, occupant, contractor, subcontractor, invitee or others to do any of the foregoing.

#### Section 9.3 Legal Requirements

Throughout the Term of this Lease but subject to the provisions of this Lease, Tenant, at its expense, shall promptly comply with, and shall cause all Subtenants, and their respective agents, contractors, subcontractors, servants, employees, licensees, operators, and invitees to



promptly comply with, all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Land, the Improvements, the Premises, or the operation or maintenance thereof, or to the use or manner of use of the same or the owners, tenants, licensees, operators, or occupants thereof, including without limitation, the State Building Code of the Commonwealth of Massachusetts, the State Sanitary Code of the Commonwealth of Massachusetts, Chapters 111 and 186 of the Massachusetts General Laws, and all applicable non-discrimination and equal opportunity laws, regulations and executive orders whether or not such law, ordinance, rule, regulation or requirement is specifically applicable or related to the conduct of the Permitted Uses, or shall necessitate structural changes or improvements, or shall interfere with the use and enjoyment of the Premises by Tenant or any Subtenant, provided any such interference with any Subtenant or occupant of any portion of the Premises is in accordance with applicable law (collectively, the “**Legal Requirements**”). In the event of any violation or any attempted violation of this **Section 9.3** by Tenant or any Subtenant, or any of their respective agents, contractors, subcontractors, servants, employees, licensees, operators, or invitees, Tenant shall take commercially reasonable steps, reasonably promptly upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same as the case may be. It is intended that, as between Tenant and Landlord, Tenant shall bear the sole risk of all present and future Legal Requirements affecting the Premises, the Improvements and the Permitted Uses, and Landlord shall not be liable for the enactment or enforcement of any Legal Requirement. Notwithstanding the foregoing, the Tenant shall not be responsible for repairs to the Leased Premises that would be capital improvements unless the need for such repairs is the result of Alterations undertaken by the Tenant during the Term of this Lease.

#### Section 9.4 Liens

Tenant shall not directly or indirectly create or permit to be created or to remain, and shall discharge or bond over, any lien or encumbrance with respect to, Tenant’s Leasehold Interest in the Premises, the Improvements or the underlying fee other than (a) this Lease, (b) Permitted Leasehold Mortgage(s) as provided herein, (c) liens for Impositions not yet payable, or being contested as permitted hereunder, (d) the matters listed on **Exhibit B**, or (e) liens of mechanics, materialmen, suppliers or vendors, or rights thereto, placed on Tenant’s Leasehold Interest (and not, under any circumstances, Landlord’s fee estate, subject to the provisions hereof) in the ordinary course of business or in the ordinary course of construction, alteration, addition, improvement, or restoration of the Improvements or any part thereof, for sums which are being contested in accordance with the provisions hereof.

#### Section 9.5 Contests

Tenant shall have the right, to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any Legal Requirement referred to herein, subject to the following:

(a) If, by the terms of any such Legal Requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrence of any risk of forfeiture of the Premises or any part thereof and without subjecting Tenant or

Landlord to any liability, civil or criminal, for failure so to comply therewith (other than fines or similar penalties so long as Tenant indemnifies Landlord therefrom), Tenant may delay compliance therewith until the final determination of such proceeding; and

(b) If any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability (other than as hereinabove set forth), and provided that Tenant (i) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence; and

(c) Landlord, without cost to it, shall execute and deliver any appropriate papers which may be necessary to obtain or maintain any such proceeding and shall further cooperate with and support Tenant in any such contest (including without limitation in appearances before government bodies), as Tenant may from time to time reasonably request, provided that Landlord shall not be required to join in or become a party, nominal or otherwise, to any proceeding in which it will oppose the City of Boston or the Commonwealth of Massachusetts or the United States of America, any agency, authority, branch, commission, division, office or subdivision of or for the City of Boston or the Commonwealth of Massachusetts or the United States of America, nor shall Landlord be required in connection with any such proceeding or otherwise to oppose in any way any policy previously established by Landlord nor to take a position inconsistent with a position previously taken and made public by Landlord; provided, however, that if the contest of any Legal Requirement involves the Premises, Landlord shall participate in any such proceedings.

#### Section 9.6 Compliance with Insurance Requirements

Throughout the Term of this Lease, Tenant, at its sole expense, shall observe and comply with the requirements of all policies of public liability, casualty and all other policies of insurance required to be supplied by Tenant at any time in force with respect to the Premises, and Tenant shall, without limiting any other requirements of this Lease, in the event of any violation or any attempted violation of the provisions of this **Section 9.6** by any Subtenant, or by any contractor, subcontractor, agent, servant, employee, licensee, operator or guest of Tenant or any Subtenant, take all reasonable steps, reasonably promptly upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

#### Section 9.7 Accessibility Requirements

Tenant agrees that any Alterations made by Tenant or any Subtenant after the Effective Date, shall comply with, to the extent applicable, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq. (“**ADA**”) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto and the regulations of the Massachusetts Architectural Access Board, 521 CMR 1.1 et seq., as all of the same are amended from time to time. Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices, claims made or threatened, or any governmental or regulatory actions or investigations instituted or threatened alleging violation of the ADA or any other Legal Requirement pertaining to accessibility for disabled persons which relates to any

portion of the Premises or any operations or activities relating thereto. If Tenant fails to comply with the requirements of this **Section 9.7**, Landlord, in addition to all other rights and remedies available to it, upon reasonable notice to Tenant and expiration of the applicable notice and cure periods, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other disability access and nondiscrimination laws and requirements as set forth in this **Section 9.7**. The Landlord and the Tenant acknowledge that the Premises is a historic structure and nothing herein shall prevent the Tenant from pursuing any available variances or other relief under applicable law. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible to bring any Improvements existing as of the Effective Date into compliance with the ADA unless such requirement is as a result of any alterations or use of the Leased Premises made by Tenant from and after the Effective Date.

## **ARTICLE 10 ENVIRONMENTAL MATTERS**

### **Section 10.1 Compliance with Environmental Laws**

(a) Tenant shall be solely responsible (at its cost and expense) for compliance with applicable Environmental Laws with respect to any Alteration and with respect to any event giving rise to any violation of any Environmental Laws first occurring or first discovered after the Effective Date.

(b) Tenant and its agents, contractors, servants, licensees, and employees shall comply, and Tenant shall use reasonable efforts to cause all Subtenants and their agents, contractors, servants, licensees and employees to comply, with all applicable Environmental Laws with respect to any release of Hazardous Materials by Tenant or such other persons on, under, or within the Premises on or after the Effective Date of this Lease.

(c) Except to the extent it may be accessory to a Permitted Use under **Section 9.1** of this Lease and as may be permitted by and only in compliance with all applicable Environmental Laws, Tenant shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises, including without limitation those laws regarding the generation, storage, disposal, release and discharge of Hazardous Materials. Without limiting the generality of the foregoing, Tenant and Subtenants have not been and shall not become involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by and only in compliance with all applicable Environmental Laws. Tenant expressly covenants that Tenant shall strictly comply with the requirements of all Environmental Laws affecting the Premises and shall immediately notify Landlord of any release or threat of release of Hazardous Materials at, upon, under or within the Premises. Notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant any Subtenants may use and store in the Premises such quantities of standard cleaning and office materials as may be reasonably necessary for such parties to conduct office and/or retail operations in the Premises, but only to the extent that such use and storage is in compliance with Environmental Laws affecting the Premises.

(d) Tenant shall provide Landlord with copies of any notices of releases of Hazardous Materials or other filings by or on behalf of Tenant or any Subtenants to any Governmental Authorities with respect to the Premises. Such copies shall be sent to Landlord concurrently with their being mailed or delivered to the applicable Governmental Authorities. Tenant also shall provide Landlord with copies of any notices of responsibility or any other notices received by or on behalf of Tenant or any Subtenants from any such Governmental Authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials located on or about the Premises.

(e) Tenant shall unconditionally, irrevocably and absolutely indemnify, defend with counsel selected by Tenant's insurer or otherwise reasonably acceptable to Landlord, and save harmless Landlord for, from and against any and all damages, losses, liabilities, obligations, claims, litigation, demands, defenses, judgments, suits proceedings, fines, penalties, costs, disbursements and expenses (including without limitation, penalties and fines within the meaning of any Environmental Law), of any kind or nature whatsoever, which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord and arising from any violation or alleged violation of Environmental Laws, environmental problem or other environmental matter described herein relating to the Premises arising as a consequence of any breach of Tenant's covenants, representations and warranties contained in this **Article 10**. Landlord shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Premises regardless of any inspections or other actions made or taken by Landlord on the Premises or otherwise. Notwithstanding the foregoing, the indemnity obligation of Tenant shall not apply to any liability, loss, claim or other matter to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. All warranties, representations and obligations set forth herein shall be deemed to be continuing and shall survive the expiration or termination of this Lease. Tenant shall give Landlord prompt written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder.

## **ARTICLE 11 DAMAGE OR DESTRUCTION**

### **Section 11.1 Casualty; Restoration Required**

In case of a Casualty with a value in excess of the Threshold Amount, as reasonably determined by Tenant, Tenant shall promptly give written notice thereof to Landlord, and Tenant shall, at Tenant's sole cost and expense, immediately take all necessary action to secure the Premises against unauthorized entry and shall continue such actions until the completion of restoration and rebuilding of the Improvements or the earlier termination of this Lease, provided, however, that Tenant shall not be obligated to restore or rebuild as aforesaid in the event of a Casualty during the final five (5) Lease Years. Such restorations, repairs, replacements, rebuildings or alterations shall be commenced as soon as practicable following the occurrence of such Casualty and shall thereafter be prosecuted continuously to completion with diligence. Notwithstanding the foregoing, in the event that fifty percent (50%) or more of all the buildings on the Premises (as determined by gross square footage) is damaged or destroyed by such

Casualty, Tenant may, subject to the rights of Permitted Leasehold Mortgagees set forth in this Lease, elect not to restore the Premises if Tenant determines that such restoration is uneconomical, in which event, provided that the Approval Debt secured by Permitted Leasehold Mortgagees has been repaid in full or otherwise subject to the consent of the Permitted Leasehold Mortgagees, this Lease shall terminate.

#### Section 11.2 Restoration Procedures

In the event of a Casualty with a value in excess of the Threshold Amount, as reasonably determined by Tenant, the Parties shall cooperate to recover the proceeds of insurance in accordance with the provisions of **Section 8.9** above. All insurance money paid on account of a Casualty, whether paid to Tenant or to a Permitted Leasehold Mortgagee or to the Insurance Trustee in accordance with the provisions of **Section 8.9** above, less the reasonable cost, if any, incurred in connection with adjustment of the loss and the collection thereof, shall be applied (x) if and to the extent directed by the Permitted Leasehold Mortgagees to the repayment of their respective Approved Debt pursuant to the terms of their respective loan and security documents, or, to the extent not so applied, (y) to the payment of the cost of the aforesaid restoration, repairs, replacement, rebuilding or alterations, including the cost of temporary repairs for the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the "restoration"). With respect to insurance proceeds payable to the Insurance Trustee pursuant to **Section 8.9** above, the Insurance Trustee shall, subject to the terms and conditions of the Permitted Leasehold Mortgage and the related loan documents between the Permitted Leasehold Mortgagee and Tenant (including Permitted Leasehold Mortgagee's right to receive and apply such proceeds in reduction of the outstanding principal balance of the Approved Debt), pay the amount of \$5,000,000.00 (the "**Initial Disbursement**") to Tenant to be used by Tenant to secure the Premises against unauthorized entry and to undertake cleanup and other work required to make the Premises safe, and the Insurance Trustee shall pay the remainder the same to Tenant, or at the direction of Tenant, from time to time, as such restoration progresses, upon compliance by Tenant with all conditions precedent to disbursement as set forth in the Permitted Leasehold Mortgage and the related loan documents between the Permitted Leasehold Mortgagee and Tenant, or if there is not Permitted Leasehold Mortgage, which are usual in construction loan agreements of major Boston banks for construction of the size and complexity of the restoration to be set forth in the agreement with the Insurance Trustee pursuant to **Section 8.9** above. If there is no Permitted Leasehold Mortgage, all payments other than the Initial Disbursement shall be received by Tenant for the purposes of paying the cost of such restoration upon receipt by the Insurance Trustee of the written request of Tenant accompanied by suitable documentation including the following:

(a) Satisfactory evidence that the insurance proceeds remaining to be disbursed are sufficient to pay all anticipated costs of completing the restoration. (If at any time prior to or during the course of restoration the insurance proceeds remaining to be disbursed are not sufficient to pay the entire cost of completing the restoration, Tenant shall pay the deficiency to the Insurance Trustee before requesting the disbursement of additional proceeds from the Insurance Trustee);

(b) Bills from contractors and subcontractors for work and materials in place, describing in reasonable detail such work and materials, and bills for the reasonable fees of any attorney, architect or engineer for services relating to the restoration;

(c) A certificate signed by Tenant stating that the amount of each such bill does not exceed the cost of such work, materials, or services described on such bill, and that no part of such cost has previously been made the basis of the withdrawal of insurance proceeds;

(d) A certificate of the architect or engineer in charge of the restoration, or of a third party not in the regular employ of any of the Parties hereto, which architect, engineer or third party is reasonably satisfactory to Landlord and the Insurance Trustee, stating that (i) the work, materials or services described in the bills were necessary or appropriate and are in place or have been performed, (ii) the amount specified in the bills does not exceed the reasonable cost of such work, materials, or services, (iii) the work or materials described in each bill, to the knowledge of such architect, engineer or third party, has been supplied by the contractor or subcontractor submitting such bill or by a person who has supplied materials to such contractor or subcontractor, and (iv) to the knowledge of such architect, engineer or third party, the additional amount, if any, required to complete the restoration;

(e) A title search by a title company or licensed abstractor or other evidence satisfactory to the Insurance Trustee that there has not been filed with respect to the Improvements or the Premises any mechanic's or other lien or instrument for the retention of title with respect to any part of the work performed which has not been discharged of record, except liens which will be discharged by payment of the amount then requested or liens with respect to which Tenant has furnished Landlord with a satisfactory bond, or such other security as may be provided for herein; and

(f) For any payments after the restoration has been substantially completed, a copy of any certificate required by law to render occupancy and use of the Improvements legal.

Prior to any disbursement of insurance proceeds (other than the Initial Disbursement) or the Award, Tenant shall have delivered and Landlord shall have (x) approved the Final Restoration Plans (which plans shall be prepared, reviewed and approved in the manner provided in **Section 7.4** above with respect to Alterations), and (y) received an opinion of legal counsel satisfactory to Landlord that Tenant has secured all Approvals necessary for the entire restoration as set forth in the Final Restoration Plans.

If this Lease is terminated by Landlord by reason of Tenant's failure to repair or restore as provided in this Lease, subject to the Permitted Leasehold Mortgagee rights in **Article 14**, any remaining insurance proceeds (together with all interest earned thereon) at the time held by such Insurance Trustee shall be paid to Permitted Leasehold Mortgagees until their Approved Debt is repaid in full and then to Landlord. In the event Tenant completes the restoration pursuant to the terms and conditions of this **Article 11**, then provided that (1) Tenant has complied with the terms and provisions of **Article 8** hereof, (2) there is no default under this Lease, and (3) Tenant has submitted to the Insurance Trustee satisfactory evidence that the restoration has been paid for in full and that there are no liens of the character referred to above, any remaining insurance

proceeds held by such Insurance Trustee shall be disbursed to the Permitted Leasehold Mortgagees as their interest may appear and, thereafter, to Tenant.

**Section 11.3 No Surrender or Abatement**

No destruction of or damage to the Premises or the Improvements or any part thereof, nor any damage to any equipment or other property installed or used in, on or about the Improvements, by fire or any other Casualty, whether or not insured, shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay the full Rent and other charges payable under this Lease or from any of its other obligations under this Lease, except as provided herein, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises, or any part thereof, or to any suspension, diminution, abatement or reduction of Rent, or any other charges payable under this Lease on account of any such destruction or damage.

**Section 11.4 Insufficiency of Insurance Proceeds**

If Tenant is required to restore the Improvements upon the occurrence of a Casualty as provided in this Lease and the insurance proceeds received on account of such Casualty are not sufficient to pay the entire cost of such restoration as reasonably estimated by Landlord, Tenant shall supply the amount of any such deficiency and, except for the Initial Disbursement, shall first apply the same to the payment of the cost of such restoration before calling upon the Insurance Trustee for the disbursement of the insurance proceeds held by the Insurance Trustee.

**Section 11.5 Failure to Commence Repairs**

Subject to delays caused by any Force Majeure Event, if Tenant shall have received the Initial Disbursement and shall not have removed all debris from the Premises and have made the Premises safe and secure to Landlord's satisfaction within one hundred twenty (120) days of the date of such Casualty, or if Tenant is required to restore the Improvements under **Section 11.1** hereof and (a) has not commenced reasonably diligent efforts to obtain all necessary permits to restore the Improvements as provided herein, or (b) if after such permits have been obtained, the restoration of the Improvements do not proceed expeditiously and continuously thereafter, or (c) if Tenant fails to complete the restoration of the Improvements in accordance with the Final Restoration Plans within eighteen (18) months of the date of such Casualty, or such longer period as may be required for settlement of insurance claims and construction, Landlord may, but provided that the Approval Debt secured by Permitted Leasehold Mortgagees has been repaid in full or otherwise subject to the consent of the Permitted Leasehold Mortgagees, Landlord may terminate this Lease by written notice given to Tenant and any Permitted Leasehold Mortgagee.

**ARTICLE 12  
TAKING**

**Section 12.1 Award**

In the event that the Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement between Landlord, Tenant and those authorized to exercise such right (any such matters being herein referred to as a

“Taking”), the Parties shall cooperate in the manner provided in **Section 12.2** hereof to recover all rights to damages accruing on account of any Taking (the “Award”). All Awards shall be paid over to the Insurance Trustee promptly after the receipt thereof by either Party to be applied as provided herein.

#### Section 12.2 Termination

If at any time during the Term of this Lease there shall be a Taking of the whole or substantially all of the Premises then, at the election of Tenant, this Lease shall terminate and expire on the date of such Taking and the Rent hereunder shall be paid to the date of such Taking. For the purpose of this **Article 12**, “substantially all of the Premises” shall be deemed to have been taken if the untaken part of the Premises shall be insufficient for the restoration of the Premises so as to allow the economic and feasible operation thereof by Tenant as reasonably determined by Tenant. No such termination of this Lease under this **Section 12.2** shall release Tenant from any obligation hereunder for the Rent accrued or payable for or during any period prior to the effective date of such termination, and any prepaid Rent, beyond the effective date of such termination shall be adjusted. If there is a Taking resulting in the termination of this Lease as above provided, the rights of Landlord and Tenant with respect to the Award payable in connection therewith shall be as follows:

- (a) First, to the payment of the reasonable out of pocket costs, fees and expenses incurred by Landlord in connection with the collection of the Award;
- (b) Second, to the payment of the reasonable out of pocket costs, fees and expenses incurred by Tenant in connection with the collection of the Award;
- (c) Third, to Permitted Leasehold Mortgagees, as their interests appear, to the repayment in full of Approved Debt;
- (d) Fourth, Landlord shall receive an amount equal to the value of Landlord’s interest in the Premises taken, as burdened and benefited by this Lease (the “**Landlord’s Award**”), and Tenant shall receive an award equal to the value of its leasehold interest in the Premises taken as burdened and benefited by this Lease (the “**Tenant’s Award**”), but if the remaining amount of the Award is insufficient to pay both such amounts in full, then the proceeds shall be paid to Landlord and Tenant in the same proportion as the amount of the Landlord’s Award bears to the amount of the Tenant’s Award; and
- (e) Fifth, any remaining proceeds of the Award (the “**Remaining Proceeds**”) shall be paid to Landlord.

Landlord shall also receive any separate award made by the Taking authority for consequential damages to Landlord and diminution in value of the portion of the Land which is not taken and Tenant shall receive any separate award made by the Taking authority for Tenant’s relocation.

The provisions of **Sections 12.1** and **12.2** shall survive termination of this Lease under this **Section 12.2**.



### Section 12.3 Partial Taking

If a portion of the Premises is so taken, then this Lease shall terminate as to the portion of the Premises so taken upon the date of the Taking, but this Lease shall continue in full force and effect as to the remainder of the Premises, and the amount of Rent shall be equitably adjusted based on the portion of the Premises so taken. The Award on account of such taking shall be applied and paid as provided in **Section 12.4**.

### Section 12.4 Restoration

In the event of a Taking which does not result in the termination of this Lease pursuant to **Section 12.2**, Tenant shall, promptly after such Taking and at its expense, restore the Improvements in accordance with the Final Restoration Plans. The rights of Landlord and Tenant with respect to the Award payable in connection with such Taking shall be paid in the following order of priority: (a) first, to the payment of the reasonable out of pocket costs, fees and expenses incurred by each of Landlord and Tenant in connection with the collection of the Award; and (b) second, to Permitted Leasehold Mortgagees, as their interests may appear, to the extent required to reduce the outstanding balances of their Approved Debt to achieve the required ratio between the value of the Premises remaining and their Approval Debt and otherwise in accordance with their Permitted Leasehold Mortgages and/or related loan documents with Tenant; and (c) third, Landlord shall be entitled to the Landlord's Award, and Tenant shall be entitled to the Tenant's Award (but if the amount of the Award is insufficient to pay each of the Landlord's Award and the Tenant's Award in full, then the Award shall be paid to Landlord and Tenant in the same proportion as the amount of the Landlord's Award bears to the amount of the Tenant's Award). The Tenant's Award and the Remaining Proceeds (if any) shall be paid to Tenant in progress payments as the work progresses in the same manner as provided in **Section 11.2** hereof with respect to the application of insurance proceeds. If the Tenant's Award and the Remaining Proceeds shall be insufficient to defray the cost of restoration, Tenant shall pay any deficiency. After the completion of such restoration, any portion of the Tenant's Award and the Remaining Proceeds in excess of the cost of restoration shall be divided between Landlord and Tenant in the ratio which the then value of Landlord's interest in the Premises bears to the then value of Tenant's interest in the remainder of the then current Term, determined, in each case, in accordance with GAAP.

### Section 12.5 Temporary Taking

If the whole or any part of the Premises shall be the subject of a temporary Taking, this Lease shall remain in full force and Tenant shall continue to pay in full the Rent payable by Tenant hereunder without reduction or abatement, and Tenant shall be entitled to receive any Award so made for the period of the temporary Taking which is within the Term. If such temporary Taking shall extend beyond the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the cost of performing any obligations required of Tenant by this Lease with respect to the surrender of the Premises.

Section 12.6 Trustee

In case of any Taking mentioned in this **Article 12**, the entire award shall be paid to the Insurance Trustee to be appointed in the manner provided in **Section 8.9** hereof for distribution to the parties entitled thereto pursuant to the provisions of this **Article 12**.

Section 12.7 Landlord's Power of Eminent Domain

Nothing in this Lease shall limit the eminent domain power of Landlord.

**ARTICLE 13**  
**TRANSFERS OF TENANT'S INTEREST**

Section 13.1 Transfers Generally

(a) Except as otherwise expressly provided in this Lease, Tenant shall not, directly or indirectly, assign, mortgage, or otherwise transfer this Lease, or all or any controlling portion of Tenant's legal or beneficial interest in this Lease (collectively, a "**Transfer**"), without Landlord's prior written approval in each instance, which approval may not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord agrees it shall consider in not unreasonably withholding consent to any assignment or other transfer of Tenant's entire interest under this Lease to a third party the following factors: Tenant provides Landlord with documentation demonstrating to Landlord's reasonable satisfaction that the assignee, or an entity owning or controlling such assignee, has a tangible net worth sufficient to perform the obligations of the Tenant under the Lease and that such assignee has substantially similar experience to that of Tenant necessary to manage and operate the Leased Premises in accordance with the provisions of this Lease and its historic character, or has entered into, and shall at all times maintain in full force and effect, a management agreement with a manager reasonably acceptable to Landlord with substantial experience in managing and operating properties of a similar size, tenant mix, urban location and historical significance as the Leased Premises. In furtherance but not in limitation of the foregoing, Landlord may withhold its consent to any Transfer (and, where in this **Section 13.1**, Landlord has agreed not to unreasonably withhold its consent to a Transfer, shall not be deemed unreasonable for doing so) because of Landlord's reasonable and justifiable concerns as a public Entity regarding any proposed Transferee's character or reputation in the community. At Landlord's option, any attempted Transfer without said prior written approval or otherwise in violation of any provision of this **Article 13** shall be void, *ab initio*, shall be void and of no force and effect, and shall confer no rights on or in favor of third parties, provided that Landlord may, at its option, collect rent from any such Transferee and apply the net amount collected to the Rent due from Tenant hereunder, but not such collection shall be deemed a waiver of such violation, or the acceptance of such Transferee as a tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant set forth in this Lease. Whenever Landlord's consent to a proposed assignment or transfer is required under this Lease, such consent shall be obtained for each proposed assignment or transfer.

(b) Tenant shall request Landlord's consent to a Transfer in writing, where such consent is required, and shall provide the following information and documentation to Landlord at least twenty (20) days prior to the effective date of any such proposed Transfer:

(i) the name of the proposed Transferee and a copy of the proposed Sublease or other instrument of Transfer (with a duly executed copy of such Sublease or other instrument of Transfer to promptly follow upon execution thereof);

(ii) the nature of the proposed Transferee's business, its proposed use of the Premises and its business experience in the Permitted Uses thereof;

(iii) certificates of good standing (or certificates of qualification to do business in the Commonwealth if such proposed Transferee is a foreign Entity) of the proposed Transferee issued by the Secretary of the Commonwealth of Massachusetts;

(iv) in the case of a request for consent to a Sublease, a statement from Tenant containing a certification, warranty and representation that the terms of the proposed Sublease are in all respects consistent with and in accordance with the terms of this Lease, including the requirement that the proposed Subtenant file with Landlord a statement disclosing the identification of all parties who are required to be disclosed pursuant to Massachusetts General Laws, Chapter 7C, Section 38, as having a beneficial interest, direct or indirect, in the Sublease as of the date of execution thereof, and a supplemental statement upon any change in such parties during the term of the Sublease within thirty (30) days of any such change, all in compliance with Massachusetts General Laws, Chapter 7C, Section 38;

(v) a statement from Tenant certifying that, to the best of Tenant's knowledge, neither the proposed Transferee, nor its respective constituent partners, investors, beneficiaries or Affiliates, are in violation of any law, rule, regulation, order or decree relating to terrorism or money laundering, or is otherwise a Person described in **Section 13.5** below. Tenant shall, from time to time, within ten (10) days after request by Landlord, deliver to Landlord any certification or other evidence requested from time to time by Landlord in its reasonable discretion, confirming its compliance with these provisions;

(vi) a written agreement executed by the Transferee in which the Transferee assumes and agrees, for the benefit of Landlord, to observe and perform all the covenants, conditions and agreements in this Lease on the part of Tenant to be observed or performed after the date of the Transfer with respect to the Premises (or, in the case of a Sublease, to be bound by and subject to such covenants, conditions and agreements relative to that portion of the Premises which is subject to such Sublease); and

(vii) any other information reasonably requested by Landlord.

(c) Tenant shall reimburse Landlord on demand, as Additional Rent, for all reasonable out-of-pocket fees, costs and expenses incurred by Landlord (including, without limitation, any reasonable processing fee, Landlord's reasonable attorneys' fees at usual rates

and disbursements and the reasonable costs of making investigations as to the acceptability of the proposed Transferee) in connection with any request by Tenant for Landlord's consent to a proposed Transfer (without regard to whether or not Landlord issues such consent). Such payment shall be due and payable to Landlord within thirty (30) days after it submits an invoice therefor to Tenant accompanied by reasonably detailed documentation relating to such costs and expenses but shall not exceed \$2,500, adjusted for inflation in proportion to any increase in the Index after the Effective Date, in the aggregate with respect to any particular proposed Transfer.

(d) In addition, for the purposes of this Lease, the sale or other transfer (which term shall include, without limitation, the exchange, issuance and/or redemption) of a percent of the immediate or remote beneficial interests of the members of Tenant, the voting stock of any immediate or remote corporate member or guarantor or indemnitor of Tenant, or the voting stock of any immediate or remote controlling corporation of Tenant (whether such sale or transfer occurs at one time or at intervals so that, in the aggregate, over the Term of this Lease, such transfer shall have occurred) sufficient to result in a change in the day-to-day control of the applicable Entity, or any other transaction(s) overall having the effect of a change in day-to-day control or substantially the same effect if the Entity in question is not a corporation (such as, without limitation, a change in the number or the identity of the members of a limited liability company, the partners of a partnership or of the beneficiaries of a trust), shall be treated as if such sale or transfer or transaction(s) (each being hereinafter referred to as an "**Interest Transfer**") were, for all purposes, an assignment of this Lease and shall be governed by the provisions of this **Article 13**. The foregoing provision shall apply to voluntary and involuntary assignments and transfers, and to assignments and transfers by operation of law, the sale of all or substantially all of Tenant's assets, and shall include transfer, merger or consolidation of the stock or partnership or member's or other beneficial interests of Tenant or any beneficiary or member of Tenant.

(e) Notwithstanding any other provisions contained in this **Article 13**, it is expressly understood and agreed that Tenant shall not be required to obtain the consent of Landlord to a Transfer ("**Permitted Transfer**") in connection with (i) the granting of a Permitted Leasehold Mortgage under **Article 14** hereof or any exercise of rights by a Permitted Leasehold Mortgagee under its loan documents, including, without limitation, foreclosure by a Permitted Leasehold Mortgagee (or deed or assignment in lieu thereof), including, without limitation, a purchase of Tenant's interest in a foreclosure sale from a foreclosing Permitted Leasehold Mortgagee or any assignment of Tenant's interest in this Lease by a Permitted Leasehold Mortgagee following foreclosure or a deed or assignment in lieu thereof; (ii) a transfer by reason of death or incapacity of an individual holding an Equity Interest in Tenant; (iii) estate planning transfers to family members or trusts for the benefit of family members of an individual holding an Equity Interest in Tenant; (iv) transfers of the publicly traded stock in Tenant or in any Entity holding an Equity Interest in Tenant; (v) the exercise by any holder of an Equity Interest in Tenant of its right to purchase the Equity Interest of any other holder of an Equity Interest in Tenant; (vi) Interest Transfers or transfers of the Equity Interests of existing members of Tenant permitted under the terms of Tenant's Operating Agreement, provided however that if the applicable transaction results in the holding of more than ten percent (10%) of the aggregate Equity Interests in Tenant by a Person whose identity was not previously disclosed by Tenant, Tenant shall disclose the identity of such Person to Landlord; (vii) a transfer by the holder of Equity Interests to an Affiliate of such holder; or (viii) Subleases of portions of the Leased

Premises provided that such Subleases are in accordance with the terms of this Lease, and provided, further, that in each of the foregoing cases (i) through (viii), the day-to-day control of Tenant remains unchanged. Tenant shall provide written notice to Landlord of any and all changes or transfers in the holders of Equity Interests in Tenant (disclosing the identity of the transferee if hereinabove required) and, if applicable, sufficient written documentation regarding the basis on which Tenant believes such transfer does not require Landlord's consent, within thirty (30) days of such change or transfer, regardless of whether Landlord's consent is required under this **Section 13.1**.

(f) Notwithstanding any other provision of this **Article 13** to the contrary, no Transfer or use of the Premises shall affect the purposes for which the Premises may be used.

(g) If this Lease is assigned, or if the Premises or any part thereof is transferred to or occupied by anyone other than Tenant, then upon a default by Tenant under this Lease and the expiration of any applicable notice and grace period, Landlord may collect rent from the Transferee and apply the net amount collected to the Rent due from Tenant hereunder, but no such collection shall be deemed a waiver of the prohibition set forth in this Lease, or the acceptance of the Transferee as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant set forth in this Lease.

(h) Tenant promptly shall provide Landlord with a copy of each executed Sublease or other instrument of Transfer for which Landlord's consent was required and all modifications or amendments thereof. All amendments or modifications to any such Sublease or other instrument of Transfer shall also themselves be subject to the prior written approval of Landlord.

## Section 13.2 Subleases

The following additional provisions shall apply to any Sublease:

(a) Tenant, and Tenant's successors and assigns, shall not permit the use, occupancy or operation of the Premises or any portion thereof by any Person, unless:

(i) such use, occupancy or operation is under a written Sublease for a term which does not extend beyond the Term of this Lease;

(ii) such Sublease is with a credit-worthy Subtenant on customary and reasonable terms and at fair market rent without any offsets other than those which are customary and reasonable;

(iii) such Sublease includes provisions acknowledging that said Sublease shall be subject and subordinate to this Lease;

(iv) such Sublease requires the proposed Subtenant to use the Premises only for the Permitted Uses herein defined;

(v) such Sublease contains provisions requiring all alterations, additions, changes or improvements to the Premises to be performed in accordance with

the requirements of this Lease relating to alterations, additions, changes or improvements, including without limitation, the Improvements;

(vi) such Sublease requires the Subtenant's compliance with Landlord's non-discrimination and affirmative action requirements; and

(vii) such Sublease shall be otherwise in compliance with this **Section 13.2.**

All Subleases shall comply with (i) through (vii) above.

(b) It shall be a condition of Landlord's consent to any Sublease, if such consent is required, that (i) the Subtenant agree in writing that the Subtenant will not breach, or cause Tenant to breach, any of the provisions of this Lease; (ii) any violation of any provision of this Lease, whether by act or omission by any Subtenant, shall be deemed a violation of such provision by Tenant, it being the intention and meaning of the Parties that Tenant shall assume and be liable to Landlord for any and all acts and omissions of any and all Subtenants with respect to this Lease, provided that this Lease shall not be terminated due to default of any Subtenant so long as such default does not constitute or result in an Event of Default under this Lease; (iii) each Sublease shall provide that in the event this Lease is terminated prior to the expiration of such Sublease, then at Landlord's option, the Subtenant thereunder will either attorn to Landlord and waive any right the Subtenant may have to terminate the Sublease, or surrender possession thereunder as a result of the termination of this Lease, in which case the Sublease shall terminate simultaneously with the termination or expiration of this Lease; and (iv) each Sublease shall provide that in the event the Subtenant receives a written notice from Landlord stating that an Event of Default has occurred under this Lease, the Subtenant shall thereafter be obligated to pay all rentals accruing under such Sublease directly to Landlord or as Landlord may direct.

(c) All Subleases and all of the terms, covenants and provisions thereof and all rights, remedies and options of the Subtenants thereunder are and shall at all times continue to be fully subject and subordinate in all respects to this Lease as the same may be renewed, amended, supplemented, extended or replaced. This provision shall be self-operative and no further instrument shall be required to confirm or perfect such subordination. However, at the request of Landlord, Tenant shall request Subtenants to execute and deliver such other documents and take such other action as Landlord reasonably requests to perfect, confirm or effectuate such subordination. If, for any reason, this Lease is terminated by summary proceedings or for any other reason whatsoever, the Subleases shall terminate at Landlord's option, except as may be provided in any Non-Disturbance Agreement between Landlord and a Subtenant.

(d) Landlord shall grant or withhold approval of any request by Tenant to enter into a Sublease within thirty (30) days after Landlord's receipt of such request. Landlord's approval of any such request for Sublease shall be deemed granted as requested by Tenant if (i) Tenant's request for such approval specifically references this **Section 13.2** and contains in a conspicuous type on the top of the first page of such request the following language in bold and prominent print: **"YOU SHALL BE DEEMED TO HAVE GRANTED TO TENANT THE**

**APPROVAL REQUESTED IN THIS LETTER IF YOU FAIL TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN THIRTY (30) DAYS AFTER YOUR RECEIPT OF THIS LETTER”, and (ii) Landlord fails to respond in accordance with the provisions of this Section 13.2 within such 30-day period.**

(e) Notwithstanding anything to the contrary contained in this Lease, a Sublease of all or substantially all of the Premises (regardless of the term thereof) shall require the prior written consent of Landlord in accordance with the provisions of **Section 13.1**, in addition to compliance with this **Section 13.2**.

### Section 13.3 No Advance Payments

Tenant shall not directly or indirectly collect or accept any payment of rent under any Sublease for any period in excess of thirty (30) days in advance.

### Section 13.4 Non-Disturbance

If Tenant delivers a Sublease to Landlord and requests that Landlord enter into a non-disturbance and attornment agreement (a “**Non-Disturbance Agreement**”) with the Subtenant thereunder, Landlord shall do so subject to such conditions and limitations as Landlord may reasonably require. If any Subtenant requires a Non-Disturbance Agreement in a form substantially different from the form reasonably proposed by Landlord and Landlord agrees to negotiate such a different form with such Subtenant, then Tenant shall reimburse Landlord, as Additional Rent, for all attorneys’ fees and expenses incurred by Landlord in connection with the preparation, review and negotiation of such a Non-Disturbance Agreement (up to a maximum amount of \$2,500.00 per Non-Disturbance Agreement), regardless of whether or not such a Non-Disturbance Agreement is finalized, which payment shall be due and payable to Landlord within thirty (30) days after it submits an invoice therefor to Tenant. The amount set forth in the preceding sentence shall be adjusted by the cumulative increase (but not decrease) in the Index every five (5) Lease Years.

### Section 13.5 Prohibited Transfers

Notwithstanding any other provision contained in this Lease to the contrary, Tenant shall not knowingly transfer or permit the transfer of any legal or beneficial interest in Tenant to, or assign, Sublease or otherwise Transfer all or any portion of its interest under this Lease or in all or any portion of the Premises to, or enter into any Sublease to, any of the following known collectively as “**Disqualified Person:**”

(a) any Person (or any Person whose operations are directed or controlled by a Person) that has been convicted of or has pleaded guilty in a criminal proceeding to a felony or that is an on-going target of a grand jury investigation convened pursuant to applicable statutes concerning organized crime;

(b) any Person organized in or controlled from a country, the activities with respect to which are regulated or controlled pursuant to the following United States laws and the regulations or executive orders promulgated thereunder: (1) the Trading with the Enemy Act of 1917, 50 U.S.C. App. §1, et seq., as amended; (2) the International Emergency Economic Powers

Act of 1976, 50 U.S.C. §1701, et seq., as amended; or (3) the Anti-Terrorism and Arms Export Amendments Act of 1989, codified at Section 6(j) of the Export Administration Act of 1979, 50 U.S.C. App. §2405W, as amended; or

(c) any Person with whom Landlord is restricted from doing business under either (1) Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001 (as amended or supplemented from time to time, the “Executive Order”), or (2) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 10756; as amended, from time to time, the “Patriot Act”), or (3) the regulations of the United States Department of the Treasury Office of Foreign Assets Control (including, without limitation, those Persons named on the list of “Specially Designated Nationals and Blocked Persons” as modified from time to time), or other governmental action; or

(d) any Affiliate of any of the Persons described in the preceding paragraphs (a), (b) or (c).

Tenant shall, simultaneously with its execution and delivery of this Lease, deliver to Landlord a certification stating that, to the best of Tenant’s knowledge, neither Tenant nor any of its constituent partners, investors, beneficiaries or Affiliates, are in violation of any Laws relating to terrorism or money laundering, including the Executive Order and the Patriot Act and that neither Tenant, nor its constituent partners, investors, beneficiaries or Affiliates, are listed on the United States Department of the Treasury Office of Foreign Assets Control list of “Specially Designated Nationals and Blocked Persons” as modified from time to time, and that none of them is otherwise subject to the provisions of the Executive Order or the Patriot Act, or any rules or regulations promulgated thereunder. Thereafter, Tenant shall from time to time, within ten (10) days after request by Landlord, deliver to Landlord a certification stating that, to the best of Tenant’s knowledge, neither Tenant nor any Transferee, nor any of their respective constituent partners, investors, beneficiaries or Affiliates, are in violation of any Laws relating to terrorism or money laundering, including the Executive Order and the Patriot Act and that neither Tenant nor any Transferee, nor any of their respective constituent partners, investors, beneficiaries or Affiliates, are listed on the United States Department of the Treasury Office of Foreign Assets Control list of “Specially Designated Nationals and Blocked Persons” as modified from time to time, and that none of them is otherwise subject to the provisions of the Executive Order or the Patriot Act, or any rules or regulations promulgated thereunder.

#### Section 13.6 Release Upon Transfer.

Upon any Transfer of the Tenant’s Interest in this Lease which is consented to by the Landlord, Tenant shall be relieved of all obligations under this Lease from and after the effective date of any such Transfer.

#### Section 13.7 Transaction Fee Upon Transfer/Refinancing.

In connection with approval of Landlord to (i) any Transfer of the Tenant’s Interest in this Lease, except for Permitted Transfers under **Section 13.1(e)**, and/or (ii) any Refinancing, Tenant shall pay to Landlord, at the time of the actual Transfer or Refinancing, a Transaction Fee as set forth in **Schedule II** hereof which shall be the sole payment due to the Landlord in



connection with such Transfer or Refinancing, and no reimbursement of Landlord's fees, costs or expenses, including, without limitation, under **Section 13.1(c)** hereof, shall be payable in connection with any such Transfer or Refinancing. For purposes of this Section 13.7 and Schedule II, Gross Sale Proceeds shall be used to calculate the Transaction Fee due for any Transfer and Net Refinancing Proceeds shall be used to calculate the Transaction Fee due for any Refinancing.

#### Section 13.8 Further Consent

Consent by Landlord to any type of Transfer shall not in any way be construed to relieve Tenant from obtaining any further written consent required for any subsequent Transfer, nor shall any consent by Landlord to any Transfer be deemed to be consent to a further Transfer by the initial Transferee thereof.

### **ARTICLE 14 PERMITTED LEASEHOLD MORTGAGEES**

#### Section 14.1 Permitted Leasehold Mortgages

Tenant, and its successors and assigns, shall have the right to mortgage, pledge or conditionally assign this Lease (including, without limitation, Tenant's leasehold interest in the Premises, the Improvements, and all appurtenant rights and easements for the benefit of Tenant under this Lease) to a Permitted Leasehold Mortgagee subject to the provisions of this **Article 14** and to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any mortgage not complying with the requirements of this **Article 14** shall be subject to Landlord's prior written approval, which approval Landlord may withhold in its sole discretion. In no event shall the fee interest in the Premises, or the interest of Landlord in any Rent, be subordinate to any leasehold mortgage. Tenant shall provide Landlord with written notice of any such proposed leasehold mortgage or any refinancing of the Premises at least thirty (30) days prior to the closing of any such transaction.

The making of a mortgage under the prior paragraph shall not be deemed to constitute an assignment, nor shall any mortgagee under such a mortgage not in possession of the Premises be deemed an assignee of the leasehold estate created hereby, so as to require such mortgagee to assume the obligations of Tenant hereunder, but a mortgagee in possession and the purchaser at any sale of the leasehold estate created hereby upon foreclosure of a mortgage given in accordance with the prior paragraph, or the assignee of Tenant's interest under this Lease pursuant to an assignment in lieu of such foreclosure, shall be deemed to be an assignee of Tenant (but no consent by Landlord to such assignment or transfer shall be required) and subject to the terms and conditions of this **Article 14** shall be deemed to have assumed the obligations of Tenant hereunder arising from and after the date of taking possession or of such purchase or assignment. If a mortgagee who is deemed to have assumed the obligations of Tenant hereunder thereafter assigns its interests in this Lease to an assignee who assumes the obligations of Tenant hereunder, such mortgagee, upon compliance by such assignee with Massachusetts General Laws, Chapter 7C, Section 38 or any successor statutes, shall be relieved of the obligations of

Tenant arising after such assignment and assumption. A conditional assignment of Tenant's interest in this Lease to a mortgagee as security for a mortgage granted in accordance with the prior paragraph shall not constitute an assumption of liability by the mortgagee of Tenant's obligations hereunder until the date of such mortgagee's taking of possession pursuant to the exercise of its rights under such conditional assignment.

Tenant covenants to pay all amounts when due, and perform all obligations, under any mortgage made pursuant to this **Section 14.1**. Tenant shall reimburse Landlord on demand, as Additional Rent, for all out-of-pocket costs, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in connection with any mortgage, conditional assignment, or other security interest (or any refinancing thereof) proposed to be granted by Tenant with respect to all or any portion of its interest under this Lease, regardless of whether or not Tenant enters into such financing arrangement.

#### Section 14.2 Rights of Permitted and First Permitted Leasehold Mortgagees

(a) Notices. Provided that Landlord shall have previously been provided by Tenant in writing with the name and address of each Permitted Leasehold Mortgagee, then simultaneously with the giving to Tenant of any process in any action or proceeding brought to terminate or otherwise in any way affect this Lease, or any notice of (i) default, (ii) a matter on which a default may be predicated or claimed, (iii) a termination hereof, or (iv) a condition which if continued may lead to a termination hereof, Landlord will give duplicate copies thereof to each Permitted Leasehold Mortgagee in the manner provided in **Section 17.3**, and no such notice to Tenant or process shall be effective unless a copy of the notice or process is so sent to each such Permitted Leasehold Mortgagee.

(b) Right to Cure. A Permitted Leasehold Mortgagee may elect, in its sole discretion, to cure any default under this Lease by Tenant. Any Permitted Leasehold Mortgagee shall have the same period after the sending of a notice to it for remedying the default as is given Tenant after notice to it under this Lease plus an additional ninety (90) days, and Landlord agrees to accept performance on the part of any such Permitted Leasehold Mortgagee as though it had been done or performed by Tenant. Notwithstanding anything to the contrary in this Lease, nothing shall constitute an Event of Default for which the Lease can be terminated by Landlord unless the Permitted Leasehold Mortgagee has been given notice and an opportunity to cure same. No payment made to Landlord by any Permitted Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease.

(c) Time to Obtain Possession. Landlord agrees that, only in the event of a non-monetary default which cannot be cured by a First Permitted Leasehold Mortgagee without obtaining possession of the Premises, Landlord will not terminate this Lease pursuant to **Section 15.2** without first giving to the First Permitted Leasehold Mortgagee only a reasonable time within which to obtain possession of the Premises, including possession by a receiver, or to institute and complete foreclosure proceedings or otherwise acquire Tenant's Leasehold Interest with diligence and without unreasonable delay; provided, however, that throughout such time such First Permitted Leasehold Mortgagee causes to be fully and timely performed all monetary obligations of Tenant under this Lease and all non-monetary obligations of Tenant that can be performed by such First Permitted Leasehold Mortgagee without first obtaining possession of the

Premises. A reasonable time shall mean not in excess of six (6) months as to obtaining possession, whether or not foreclosure proceedings are commenced and prosecuted (or such longer period if and so long as such proceedings are enjoined or stayed) or so long as Permitted Leasehold Mortgagee is diligently pursuing same. Landlord agrees that upon acquisition of Tenant's Leasehold Interest by a First Permitted Leasehold Mortgagee and performance by such First Permitted Leasehold Mortgagee of all covenants and agreements of Tenant, except those which by their nature cannot be performed or cured by the Permitted Leasehold Mortgagee ("**Incurable Lease Defaults**"), Landlord's right to terminate this Lease shall be waived with respect to the matters which have been cured by the First Permitted Leasehold Mortgagee and with respect to the Incurable Lease Defaults. Nothing herein shall preclude Landlord from exercising any rights or remedies under this Lease (other than the right to terminate this Lease), with respect to any default by Tenant hereunder, prior to or during the pendency of such foreclosure proceedings subject, however, to Landlord's compliance with the provisions of this **Section 14.2** with respect to each such default. Notwithstanding anything to the contrary in this Lease, the Permitted Leasehold Mortgagee shall have no obligations with respect to the environmental matters under **Article 10** of this Lease except for those matters first arising after the Permitted Leasehold Mortgagee acquires Tenant's interest to the Premises through foreclosure or an assignment of the Lease in lieu of foreclosure, and in no event shall any Permitted Leasehold Mortgagee have any obligations with respect to any construction, restoration or repair except to make and keep the Premises in a safe condition.

(d) Amendment. Except as may be expressly otherwise provided herein, this Lease shall not be modified or surrendered to Landlord or canceled by Tenant, nor, except as provided below, shall Landlord accept a surrender of this Lease, without the prior written consent of the First Permitted Leasehold Mortgagee.

(e) New Lease. If this Lease is terminated as a result of a default on the part of Tenant, Landlord shall, subject to the satisfaction of the conditions provided below, on written request of a First Permitted Leasehold Mortgagee made at any time within sixty (60) days after Landlord has given notice of such termination to such First Permitted Leasehold Mortgagee, enter into a new lease of the Premises with such First Permitted Leasehold Mortgagee within ninety (90) days after receipt of such request. During the foregoing period, Landlord shall not enter into, amend or terminate any subleases with respect to the Premises without the consent of the Permitted Leasehold Mortgagee, which consent shall not be unreasonably withheld. Any such new lease for a First Permitted Leasehold Mortgagee shall be effective as of the date of termination of this Lease, and, except as provided below, shall be upon all the same terms and conditions of this Lease which would have been in effect had such First Permitted Leasehold Mortgagee taken an assignment of the leasehold estate under this Lease from Tenant, except that Landlord will not withhold its consent to commercially reasonable amendments to the new lease if so requested by a prospective Permitted Leasehold Mortgagee. The term of any such lease shall be the remainder of the Term of this Lease. Landlord shall not be obligated to enter into such a new lease with a First Permitted Leasehold Mortgagee unless (i) such First Permitted Leasehold Mortgagee shall, contemporaneously with the delivery of such request for a new lease, pay to Landlord all Rent and other charges owed by Tenant to Landlord which then remain unpaid and the Rent and other charges for the period after termination of this Lease and until commencement of the new lease which would have become due under this Lease (less any Rent or other charges for such periods actually collected by Landlord from Subtenants of the

Premises), together with all expenses, including reasonable attorney's fees, incurred by Landlord in connection with the termination of this Lease and the execution and delivery of such new lease, and (ii) such First Permitted Leasehold Mortgagee shall have performed all unfulfilled covenants and agreements required as of that date to be performed by Tenant under this Lease (other than Incurable Lease Defaults). Landlord shall have no obligation to deliver physical possession of the Premises to any First Permitted Leasehold Mortgagee at the time of entering into such new lease unless Landlord, at time of execution and delivery of such new lease, shall have obtained physical possession of the Premises. The provisions of this **Section 14.2(e)** shall survive the termination of this Lease.

### Section 14.3 Undertakings of Permitted Leasehold Mortgagee

(a) Notices. Simultaneously with the giving to Tenant of any process in any action or proceeding brought for foreclosure of a Permitted Leasehold Mortgage or any written notice of (i) default or acceleration under a Permitted Leasehold Mortgage, (ii) a default or event of default under the Permitted Leasehold Mortgage on which such an acceleration may be predicated or claimed or, (iii) a foreclosure of a Permitted Leasehold Mortgage, the applicable Permitted Leasehold Mortgagee will give duplicate copies thereof to Landlord in the manner provided in **Section 17.3**, and no such notice to Tenant or process shall be effective unless a copy of such notice or process is so sent to Landlord.

(b) Right to Cure. Landlord shall have the same period after the sending of a notice to it for remedying the default as is given Tenant after notice to it. The applicable Permitted Leasehold Mortgagee agrees to accept performance on the part of Landlord as though it had been done or performed by Tenant. No payment made to any such Permitted Leasehold Mortgagee by Landlord shall constitute agreement that such payment was, in fact, due under the terms of the Permitted Leasehold Mortgage.

(c) Amendment. A Permitted Leasehold Mortgage shall not be amended in any manner that would cause it to no longer qualify as a Permitted Leasehold Mortgage without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Certificates. A Permitted Leasehold Mortgagee will, upon request from Landlord, deliver to Landlord a certificate that to the best knowledge of such Permitted Leasehold Mortgagee, Tenant is not in default under the applicable Permitted Leasehold Mortgage (or, if any defaults exist, specifying said defaults).

## ARTICLE 15 TERMINATION AND DEFAULT

### Section 15.1 Surrender

Tenant shall on the last day of the Term, or upon any earlier termination of this Lease, quit and peacefully surrender and deliver up the Premises, including the Improvements and all other improvements to the Premises, to the possession and use of Landlord without delay and in good order, condition and repair (excepting only reasonable wear and tear; and damage from a Taking or from a Casualty after the last repair, replacement, restoration or renewal required to be

made by Tenant pursuant to this Lease). The Premises shall at that time, unless otherwise approved or requested by Landlord in writing (such written approval or request to include, without limitation, any Non-Disturbance Agreements executed by Landlord) be free and clear of all leases and occupancies. The Leased Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the Effective Date of this Lease, those created or expressly approved by Landlord during the Term, and the lien of any Impositions, and shall be surrendered without any payment by Landlord on account of the Improvements or any other improvements which may be on the Premises other than payment for any Impositions relating thereto. Upon or at any time after the expiration or earlier termination of this Lease, subject to the rights of any Subtenant under a Non-Disturbance Agreement executed by Landlord and such Subtenant in accordance with **Section 13.4** above, Landlord may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by summary proceedings, ejectment or other recognized legal proceedings, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises, and may have, hold and enjoy the Premises and the right to receive all income from the same.

#### Section 15.2 Events of Default

If any one or more of the following events (an “**Event of Default**”) shall happen:

(a) If default shall be made in the due and punctual payment of any Rent or other sums payable under this Lease or any part thereof when and as the same shall become due and payable, and such default remains uncured for ten (10) days after written notice thereof, provided that no notice shall be required after notice of the second such default in any twelve (12) month period; or

(b) If Tenant shall fail to maintain insurance as required by **Article 8** and such default shall continue for a period of ten (10) days after written notice from Landlord to Tenant, subject however to Landlord’s right to cure such default prior to the expiration of such ten (10) day cure period, the cost of which shall be reimbursed by Tenant; or

(c) If Tenant abandons, voluntarily or involuntarily, all or a substantial part of the Premises for a period of thirty (30) consecutive days; or

(d) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant’s Leasehold Interest for whatever reason, or Tenant shall make an assignment for the benefit of creditors or other conveyance or transfer of like nature, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against Tenant any such proceedings which are not dismissed or stayed within sixty (60) days; or

(e) If the leasehold hereby created shall be taken on execution or by other process of law and shall not be revested in Tenant within sixty (60) days thereafter; or

(f) If a receiver, sequester, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant’s property and such appointment shall not be vacated, revoked, terminated or stayed within sixty (60) days thereafter; or

(g) If Tenant shall grant an interest, assign, mortgage, encumber or otherwise Transfer (whether voluntarily or by operation of law) this Lease, the Premises, the Improvements, or any portion thereof, or any interest (direct or indirect) in Tenant in violation of **Article 13** hereof; or

(h) If Tenant fails to comply with the terms and provisions of **Sections 16.1** or **16.2** hereof beyond the applicable notice and cure period set forth therein; or

(i) If default shall be made by Tenant in the performance of or compliance with any of the agreements, terms, covenants or conditions in this Lease, other than those referred to in paragraphs (a) – (h) of this **Section 15.2**, for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within the thirty (30) day period, Tenant fails to proceed within such thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with diligence to completion (it being intended in connection with a default not reasonably susceptible of being cured with due diligence within such thirty (30) day period that the time within which Tenant shall be required to cure the same shall be extended for such period as may be necessary to complete the same with due diligence);

then, and in any such event, Landlord at any time thereafter may give written notice to Tenant specifying such Event of Default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice, and upon the date specified in such notice this Lease and the Term thereby demised and all rights of Tenant under this Lease shall expire and terminate, and Tenant shall remain liable as hereinafter provided and all improvements located on the Premises belonging to Tenant shall become the property of Landlord without the necessity of any deed or conveyance from Tenant to Landlord. Tenant agrees upon request of Landlord to immediately execute and deliver to Landlord any deeds, releases or other documents reasonably deemed necessary by Landlord to evidence the vesting in Landlord of all of Tenant's right, title and interest in and to all of the Improvements and all such other improvements.

### Section 15.3 Relet

At any time or from time to time after any such expiration or termination, Landlord may relet the Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease), on such conditions (which may include concessions or free rent and alterations of the Premises) and for such uses as Landlord, in its good faith discretion, may determine, and may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon any such reletting.

### Section 15.4 Remedies

No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination except as specifically provided herein. In the event of any such expiration or

termination, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay to Landlord the Rent and all other charges required to be paid by Tenant up to the time of such expiration or termination of this Lease, and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such expiration or termination, shall be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds of any reletting after deducting all Landlord's expenses incurred in good faith in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation for such reletting.

Tenant shall pay such current damages (hereinafter called "deficiency") to Landlord on the date(s) on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each deficiency as the same shall arise. Landlord shall use reasonable efforts to mitigate damages by reducing the amount of any deficiency.

At any time after any such expiration or termination, in lieu of collecting any further deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the present value of the excess of the Rent reserved hereunder for the unexpired portion of the Term over the present value of the fair and reasonable rental value of the Premises for the same period, minus any such deficiencies for such period previously recovered from Tenant (for purposes of the foregoing lump sum calculation, the Federal Reserve discount rate, or a similar rate reasonably selected by Landlord, shall be used to calculate present values).

#### Section 15.5 No Waiver

No failure by either Landlord or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either Landlord or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other Party. No waiver by Landlord or Tenant of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

#### Section 15.6 Injunctive Relief

In the event of any breach or threatened breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to seek to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

#### Section 15.7 Remedies Cumulative

Unless otherwise expressly stated in this Lease, each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

#### Section 15.8 Termination Preserving Permitted Leasehold Mortgagee

Upon an Event of Default as provided in **Section 15.2**, Landlord may, by so stating in a written notice to the Permitted Leasehold Mortgagees, but subject to **Section 14.2(e)**, elect to terminate Tenant's rights under this Lease pursuant to this **Section 15.8** without terminating any Permitted Leasehold Mortgagee's lien on the leasehold estate created hereby, in which event all right, title and interest in the leasehold estate of Tenant and, except as otherwise provided in a Non-Disturbance Agreement executed by Landlord and a Subtenant in accordance with **Section 13.4**, of all persons claiming through or under Tenant (including, without limitation, any Subtenant under any such Sublease), except for the Permitted Leasehold Mortgagees, shall terminate as provided in this **Section 15.8** and, as between Landlord and Tenant and any such Subtenant, Landlord shall have all the rights provided for in this **Section 15.8**, but as between Landlord and the Permitted Leasehold Mortgagees, this Lease shall remain in effect with Landlord holding the leasehold estate created hereby, subject to the Permitted Leasehold Mortgage. An election by Landlord to preserve the Permitted Leasehold Mortgage shall not prevent Landlord from thereafter electing, subject to the rights of any Subtenant under a Non-Disturbance Agreement executed by Landlord and such Subtenant in accordance with **Section 13.4**, but subject to **Section 14.2(e)**, to terminate such leasehold estate in a manner which does not preserve the Permitted Leasehold Mortgage, whether the leasehold estate is owned at the time by Landlord or another party.

#### Section 15.9 No Termination on Dissolution of Landlord

The Term of this Lease shall not be affected by the dissolution of Landlord or transfer of its properties to the Commonwealth of Massachusetts or any other Entity but such Term and the leasehold estate created hereby shall continue in effect, notwithstanding such dissolution or transfer. Any mortgage granted by Landlord with respect to the Premises or any interest of Landlord therein shall be made expressly subordinate to this Lease.

#### Section 15.10 Landlord's Default

It is the intention of the Parties hereto that, except as otherwise expressly set forth in this Lease: (a) the obligation of Tenant hereunder to pay Base Rent, Percentage Rent, Additional Rent and all other sums payable by Tenant under this Lease shall be a separate and independent covenant and agreement and such obligation shall not be affected by Landlord's failure to perform any of Landlord's obligations under this Lease; and (b) Tenant shall have no right to



withhold or abate any payment of Rent, or to deduct from Rent any amount, or to offset or interpose any counterclaim for any amount in any action or proceeding commenced by Landlord with respect to this Lease or the tenancy created hereunder, or to terminate this Lease, because of any default or alleged default on the part of Landlord under this Lease, but Tenant shall have the right to commence and prosecute an independent action against Landlord to seek either damages or injunctive relief with respect to such default on the part of Landlord. Tenant hereby acknowledges that Tenant has been represented by counsel of its choice and has participated fully in the negotiation of this Lease, that Tenant understands that the remedies available to Tenant for a default on the part of Landlord may be more limited than those that would otherwise be available to Tenant under the common law in the absence of certain provisions of this Lease, and that the so-called "dependent covenants" rule as developed under the common law (including the statement of such rule as set forth in the Restatement (Second) of Property, Section 7.1) shall not apply to this Lease or to the relationship of landlord and tenant created hereunder.

## ARTICLE 16 NONDISCRIMINATION AND EQUAL OPPORTUNITY COVENANTS

### Section 16.1 Nondiscrimination

With respect to its exercise of all rights and privileges granted herein, Tenant agrees that Tenant, its successors in interest, Subtenants, licensees, managers, operators and assigns shall:

(a) Not discriminate against any person, employee, or applicant for employment because of that person's membership in any legally protected class, including, but not limited to their race, color, gender, religion, creed, national origin, ancestry, age being greater than forty years, sex, sexual orientation, disability, genetic information, or Vietnam-era veteran status in the use of the Premises, including the hiring and discharging of employees, the provision or use of services, the selection of suppliers and contractors, in the subleasing or refusing to sublease any portion of the Premises or providing or refusing to provide any services or use of any facility. In addition, Tenant, its successors in interest, Subtenants, licensees, managers, operators, and assigns shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard, on the basis of that membership, application or obligation.

(b) Conspicuously post notices to employees and prospective employees setting forth the Fair Employee Practices Law of the Commonwealth of Massachusetts.

(c) Comply with all applicable federal, state and local laws, rules, regulations and orders and Landlord rules and orders (provided that, with respect to Landlord rules and orders, copies of such rules and orders have been provided to Tenant) pertaining to Civil Rights and Equal Opportunity, including but not limited to Executive Orders 11246 and 11478 as amended, unless otherwise exempt therefrom.

## Section 16.2 Noncompliance

Non-compliance by Tenant, any Subtenant, their respective successors in interest and assigns, or any of their respective agents, employees, licensees or operators, with this **Article 16** shall constitute an Event of Default, provided that Landlord has notified Tenant of such non-compliance in writing and Tenant has failed to cure such non-compliance within twenty (20) days after Tenant's receipt of Landlord's notice or such longer time as may be reasonably necessary in the exercise of due diligence to enforce the provisions of Tenant's agreement with any offending Subtenant or other third party. Tenant shall indemnify and hold harmless Landlord from any claims and demands of third persons resulting from non-compliance with any of the provisions of this **Article 16**. This **Article 16** shall survive the expiration or earlier termination of this Lease.

## ARTICLE 17 MISCELLANEOUS

### Section 17.1 Quiet Enjoyment

Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept within applicable notice and cure periods, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance by anyone claiming by, through or under Landlord as such, subject, however, to the exceptions, reservations and conditions of this Lease. The foregoing shall not create any liability on the part of Landlord for any defects in or encumbrances on Landlord's title existing as of the date hereof or for any matters set forth in **Exhibit B** hereto.

### Section 17.2 Entry on Premises by Landlord

Tenant shall permit Landlord and its authorized representatives to enter the Premises at all reasonable times, upon reasonable advance notice to Tenant except in the case of emergency (in which case no notice shall be necessary), for the purpose of inspecting the same for compliance with the covenants and obligations of this Lease, provided that such inspections shall be conducted so as to minimize to the extent practicable any interference with the conduct of business therein by Tenant or any Subtenant.

### Section 17.3 Notices

Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Lease or pursuant to law or otherwise, shall be in writing (regardless of whether or not this Lease expressly so provides in the operative provision hereof, unless express provision is made in this Lease for non-written notice) and shall be delivered (a) by hand, (b) sent by overnight delivery service, such as Federal Express, with provision for receipt, or (c) by registered or certified mail, return receipt requested, addressed if to Tenant to:

OCH Holdings LLC  
c/o Synergy Investments  
100 Franklin Street, Suite 200  
Boston, MA 02110  
Attention: Maura Moffatt

or to such other address as Tenant may from time to time designate by written notice to Landlord, or if to Landlord addressed to:

Boston Planning & Development Agency  
One City Hall Square, 9th Floor  
Boston, MA 02201-1007  
Attention: Director

with a copy to:

Boston Planning & Development Agency  
One City Hall Square, 9th Floor  
Boston, MA 02201-1007  
Attention: General Counsel

or to such other address as Landlord may from time to time designate by written notice to Tenant, or to such other agent or agents as may be designated in writing by either Party. The earlier of: (i) the date of delivery by hand or refusal of delivery, or (ii) the next Business Day after depositing such notice with a nationally-recognized overnight delivery service, or (iii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

#### Section 17.4 Severability

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

#### Section 17.5 Estoppel Certificates

Landlord and Tenant shall, without charge, at any time and from time to time, within ten (10) Business Days after request by the other, certify by written instrument, duly executed, acknowledged and delivered to the party making such request, or any other person, firm or corporation specified by such party:

(a) that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications;

(b) whether or not, to the best knowledge of the person executing the certificate on behalf of Landlord or Tenant, there are then existing any claimed set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications hereof upon the part of the other Party hereto to be performed or complied with, and, if so, specifying the same;

(c) the dates, if any, to which the Rent and other charges hereunder have been paid;

(d) the date of expiration of the current Term;

(e) the Rent then payable under this Lease;

(f) whether there are any defaults on the part of either Party; and

(g) other commercially reasonable statements, to the best knowledge of the person executing the certificate on behalf of Landlord or Tenant, required by a third party unaffiliated lender or purchaser.

#### Section 17.6 Waiver

The Parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Premises. In case Landlord shall commence summary proceedings or an action for non-payment of Rent or sums due hereunder against Tenant, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action, but such claim shall be relegated to an independent action at law, unless Tenant is required by the rules of civil procedure in effect at the time of commencement of the summary proceedings or action to bring such counterclaim.

#### Section 17.7 Waiver of Claims

Tenant acknowledges that prior to the expiration of the Term, Landlord, or its designees, may desire to negotiate with Tenant's Subtenants or other occupants of the Premises with respect to future occupancy or other rights in the Premises. Accordingly, during the period which is eighteen (18) months prior to the expiration of the Term, Landlord, or its designees shall have access to Tenant's Subtenants or other occupants of the Premises; such access to include, without limitation, the right to contact such Subtenants and/or other occupants for the purposes of negotiations or discussions and the right to execute a written lease or other agreement for a term commencing on or after the expiration date of this Lease for the Premises or any other property owned or leased by Landlord. In furtherance of the foregoing, Tenant, on behalf of itself, its successors and assigns, hereby waives all claims it may at any time have against Landlord, its designee, and any Subtenant or other occupant of the Premises, in connection with the exercise of Landlord's rights under this **Section 17.7**.

#### Section 17.8 No Brokers for Lease

Landlord and Tenant mutually represent that they have dealt with no broker in connection with this Lease. Landlord and Tenant hereby indemnify and agree to save the other harmless from any and all loss, cost, damage or expense incurred arising from their respective dealing with a broker.

#### Section 17.9 Legal Fees

In the event that Landlord incurs legal fees or costs in connection with a request by Tenant, a Permitted Leasehold Mortgagee, or any potential or then-current purchaser from, investor in, or lender to Tenant, for any modifications or amendments to this Lease or the execution by Landlord of any additional documentation in connection with any investment in or loan to Tenant (without hereby implying any obligation on Landlord to agree to execute any such documents), then Tenant shall reimburse Landlord for such fees and costs, not to exceed Two Thousand Five Hundred Dollars (\$2,500) for each such request (which amount shall be adjusted by the cumulative increase (but not decrease) in the Index every five (5) Lease Years). Tenant shall pay Landlord all amounts for reimbursement under this **Section 17.9** within thirty (30) days after written demand by Landlord with reasonable documentation relating to such amounts.

#### Section 17.10 Consents

Unless otherwise expressly provided in this Lease for Landlord's consent in its sole and absolute discretion, wherever this Lease requires the consent, approval or authorization of or from Landlord, such consent, approval or authorization shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have no claim, and hereby waives the right to any claim, against Landlord for money damages by reason of any refusal, withholding, or delaying by Landlord of any consent, approval or statement of satisfaction, and, in such event, Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement.

#### Section 17.11 Accord and Satisfaction

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

#### Section 17.12 Integration

All prior understandings and agreements between the Parties are merged within this Lease, which alone fully and completely sets forth the understanding of the Parties with respect to the subject matter contained herein; and this Lease may not be changed or terminated orally in any manner other than by an agreement in writing and signed by the Party against whom enforcement of the change or termination is sought.

### Section 17.13 Bind and Inure

The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and assigns.

### Section 17.14 Notice of Lease

Landlord and Tenant mutually agree to execute herewith, in triplicate, a Notice of Lease in recordable and mutually acceptable form with respect to this Lease, which shall be recorded forthwith with the Suffolk County Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

### Section 17.15 Limitation of Liability

Anything contained in this Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, Landlord's liability under this Lease shall be enforceable only out of Landlord's interest in the Premises, and the rents, issues and profits therefrom; and there shall be no other recourse against, or right to seek a deficiency judgment against, Landlord, nor shall there be any personal liability on the part of any member of its board of directors, or any officer, employee, agent or representative of Landlord, with respect to any obligations to be performed hereunder by Landlord. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Landlord's equitable rights and remedies, except as otherwise provided in any guaranty, indemnification or other instrument executed and delivered to Landlord in connection with this Lease or the Premises, no member, manager, shareholder, director, officer, employee, agent or representative of Tenant shall have any personal liability with respect to any obligations to be performed hereunder by Tenant. Tenant shall be obligated under this Lease for only such obligations occurring during such time as Tenant is the Tenant under this Lease.

### Section 17.16 Authority of Tenant

Tenant warrants and represents that, as of the Effective Date of this Lease (a) it is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts; (b) it has the authority to enter into and has duly executed this Lease; (c) the execution, performance and delivery by Tenant of this Lease is within the powers of Tenant; (d) all information provided by Tenant to Landlord in connection with this Lease is true, accurate and complete in all respects; (e) as of the execution of this Lease, Tenant has not transferred all or any portion of its interest under this Lease; and (f) this Lease is the legal, valid and binding obligation of Tenant.

### Section 17.17 No Merger

There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that Landlord may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless Landlord executes and records an instrument affirmatively electing otherwise.

#### Section 17.18 Captions

The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

#### Section 17.19 Table of Contents

The Table of Contents preceding this Lease but under the same cover is for the purpose of convenience and reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

#### Section 17.20 Massachusetts Law Governs

This Lease shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles. Landlord and Tenant agree that any court action to be brought by either Party in connection with this Lease shall be brought in a court of competent jurisdiction located within the Commonwealth of Massachusetts and each Party consents to the jurisdiction of such court and hereby waives any right to remove any such action to any other forum.

#### Section 17.21 Time of the Essence

Time shall be of the essence of each and every provision hereof.

#### Section 17.22 Revenue Enforcement

In compliance with the provisions of M.G.L. Chapter 62C, Section 49A relative to the certification of payment of state taxes, Tenant, upon execution of this Lease, shall furnish Landlord a signed statement that to the best of its knowledge it has filed all state tax returns and paid all state taxes required by law, a copy of which form is attached as **Exhibit E**, which form may be updated from time to time to comply with the then applicable provisions of M.G.L. Chapter 62C, Section 49A, or any applicable successor statute.

#### Section 17.23 Disclosure of Beneficial Interests

In compliance with the provisions of M.G.L. Chapter 7C, Section 38, relative to the filing of disclosure statements, signed under the penalties of perjury, of persons who have or will have a direct or beneficial interest in the real property described herein, Tenant, upon execution of this Lease and upon any subsequent direct or indirect assignment thereof or of any beneficial interest in Tenant, shall file with the Commissioner of Capital Asset Management a signed statement as required, a copy of a form for which is attached as **Exhibit F**, which form may be updated from time to time to comply with the then applicable provisions of M.G.L. Chapter 7C, Section 38, or any applicable successor statute, and shall simultaneously furnish to Landlord a copy of such statement as filed. The provisions of M.G.L. Chapter 7C, Section 38, shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten percent (10%) of the outstanding stock entitled to vote at the annual meeting of such corporation. Tenant represents and warrants that the information contained in the disclosure statement will be true,

correct and complete when made. Without derogating from the restrictions on Transfer hereunder, an updated disclosure statement shall be submitted by Tenant to Landlord within thirty (30) days after any Transfer of a direct or indirect interest in the Premises, the Improvements or Tenant.

#### Section 17.24 Tenant's Employees and Subcontractors to Work in Harmony

Tenant agrees for itself and its contractors and subcontractors that its employees and those of its contractors and subcontractors shall be able to work in harmony with all elements of labor employed by Landlord at other facilities owned or operated by Landlord.

#### Section 17.25 Holding Over

If Tenant occupies the Premises after the expiration or earlier termination hereof, Tenant shall be a tenant-at-sufferance subject to all of the terms and provisions of this Lease except that the Base Rent shall be twice the Base Rent in effect immediately prior to the expiration or termination hereof. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. Such a holding over, even if with the consent of Landlord, shall not constitute an extension or renewal of this Lease.

#### Section 17.26 Confidentiality

The Parties recognize that each will be required to deliver certain proprietary information to the other under the terms of this Lease. Each Party, upon receipt from the other Party of any document reasonably designated as "confidential" or "proprietary," or words to that effect, shall use diligent efforts in accordance with applicable law, to hold such document and the information contained therein in strict confidence. Notwithstanding the foregoing, the Parties shall be entitled to disclose such information to their representatives, attorneys, employees, consultants, contractors, investors and lenders provided that they require such persons to maintain the confidentiality of such information. In all events, each Party shall be permitted to disclose such information as required by applicable Legal Requirements or court order.

#### Section 17.27 Landlord's Right of Self Help

As an additional alternative remedy to the other remedies provided for in this Lease, Landlord shall have the right (but not the obligation) to cure any Event of Default for and on behalf of Tenant (a) relating to Tenant's obligations regarding insurance, maintenance, repair and use of the Premises; or (b) relating to the obligations of Tenant to comply with Legal Requirements, including, without limitation, Environmental Laws; or (c) relating to the obligations of Tenant to discharge liens (or bond off such liens or otherwise remove them of record), if such default, if not promptly cured, results, or can reasonably be anticipated to result, in a dangerous, unhealthy or unsafe condition at the Premises, or in a forfeiture, condemnation or loss of the interest of Landlord in the Premises (or a threat thereof) or in exposure of Landlord to liability; provided, however, that Landlord's right of self-help shall not be exercised by Landlord prior to providing Tenant with an additional notice of Landlord's intention to exercise its right of self-help and, so long as Landlord has determined that there is no imminent threat to public health or safety, providing Tenant with an additional cure period, not to exceed seven (7) days. Expenses of Landlord reasonably incurred in exercising its rights under this **Section 17.27**, shall



be Additional Rent hereunder to be paid by Tenant. Landlord shall not incur any liability as a result of any exercise of the rights under this **Section 17.27**, and Tenant shall indemnify and hold Landlord harmless from all costs, claims, losses and liabilities in any way relating to the same, including all reasonable attorney's fees. Any amount payable by Tenant to Landlord pursuant to the provisions of this **Section 17.27** shall be paid within thirty (30) days after request by Landlord with reasonable documentation relating to such amounts.

**Section 17.28 No Advertisement**

Tenant shall not, without Landlord's prior written approval, refer to Landlord in any advertising, letterheads, bills, invoices or in other printed matter.

**Section 17.29 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.

**Section 17.30 Limitations on Damages**

Landlord shall never be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits.

**Section 17.31 Landlord's Employees**

Tenant shall not, during the Term of this Lease, hire or employ, on either a full-time or part-time basis, person or persons so long as Tenant knows or has reason to know that such person is employed by Landlord.


**Section 17.32 No Waiver of Landlord's Defenses**

In the defense of any claim, demand, expense or liability on behalf of Landlord which is to be defended by Tenant as provided in this Lease (even if such claim, demand, expense or liability is groundless, false or fraudulent), Tenant agrees on its own behalf and on behalf of its successors and assigns, not to, and shall cause its insurers to agree not to, without obtaining express prior written permission from the General Counsel of Landlord, waive any defense involving in any way the jurisdiction of the tribunal over the person of Landlord, the immunity of Landlord, its members, officers, agents or employees, the governmental nature of Landlord or the provisions of any statutes respecting suits against Landlord.

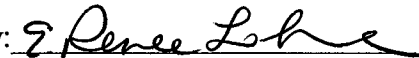
EXECUTED as of the Effective Date first set forth above.

LANDLORD:

**BOSTON REDEVELOPMENT AUTHORITY**  
**d/b/a BOSTON PLANNING &**  
**DEVELOPMENT AGENCY**

By:   
Name: BRIAN P. GOLDEN  
Title: DIRECTOR

Approved as to Form:

By:   
Name: E. Renee LeFevre HS  
Title: General Counsel

TENANT:

**OCH HOLDINGS LLC**  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name: David Greaney  
Title: Manager

EXECUTED as of the Effective Date first set forth above.

LANDLORD:

**BOSTON REDEVELOPMENT AUTHORITY**  
**d/b/a BOSTON PLANNING &**  
**DEVELOPMENT AGENCY**

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

Name:

Title:

Approved as to Form:

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

Name: E. Renee LeFevre

Title: General Counsel

TENANT:

**OCH HOLDINGS LLC**  
a Massachusetts limited liability company

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

Name: David Greaney

Title: Authorized Signatory

## EXHIBIT A

### DESCRIPTION OF LAND

A certain parcel of land in the City of Boston, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the Northerly sideline of School Street, this point being East one hundred thirty- three and four one-hundredths (133.04) feet from the Easterly sideline of Tremont Street and along the Northerly sideline of School Street;

Then running North  $27^{\circ}31' 00''$  East by the King's Chapel Burying Ground, one hundred ninety-two and fifty one-hundredths (192.50) feet to a point, this point being on the Southerly sideline of the Kimball Building;

Then turning and running South  $57^{\circ}33' 00''$  East along the Southerly property line of the Kimball Building, eight and fifteen one-hundredths (8.15) feet to a point, this point being the most Southwesterly sideline angle of Court Square;

Then turning and running more Easterly South  $62^{\circ}34' 30''$  East along the southerly sideline of Court Square one hundred thirty-eight and twenty-five one hundredths (138.25) feet to a point, this point now being on the Westerly sideline of City Hall Avenue;

Then turning and running South  $27^{\circ}29' 27''$  West along the Westerly sideline of City Hall Avenue, one hundred sixty-nine and ninety-two one-hundredths (169.92) feet to a point, this point now being on the Northerly sideline of School Street;

Then turning and running North  $71^{\circ}03' 52''$  West along the Northerly sideline of School Street one hundred forty-eight and ten one-hundredths (148.10) feet to the point of beginning.

Said land is more particularly shown on a plan by Fred Joyce, Surveyor, Belmont, Massachusetts, dated February 26, 1970, recorded with Suffolk County Registry of Deeds on June 16, 1970 in Book 8370, Page 598.

This parcel of land contains 26,481 square feet, according to said plan.

**EXHIBIT B**

**MATTERS TO WHICH PREMISES SUBJECT**

The matters to which the Premises are subject are as set forth in the Commitment for Title Insurance (File Number 17-8831) dated July 17, 2017, and issued by Commonwealth Land Title Insurance Company.

**EXHIBIT B-1**

**COPY OF CERTIFICATE OF COMPLETION**

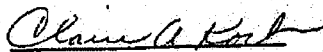
8689 302

CERTIFICATE OF COMPLETION

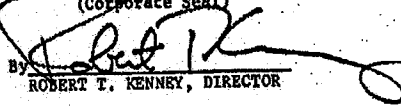
The Boston Redevelopment Authority, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, Massachusetts, hereby certifies, in accordance with the provisions contained in Item 11 of the Leasehold Agreement between the Old City Hall Landmark Corporation and the Boston Redevelopment Authority, dated June 11, 1970, recorded at Suffolk Registry, Book 8373, Page 024, relating to Old City Hall in the CBD-School Franklin Urban Renewal Area, that construction of the Improvements on said Old City Hall have been completed in compliance with all of the terms and conditions of said Leasehold Agreement,

IN WITNESS WHEREOF, the Boston Redevelopment Authority has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and on its behalf by the Director hereby duly authorized this 29<sup>th</sup> day of January, 1974.

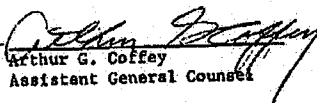
WITNESS:



BOSTON REDEVELOPMENT AUTHORITY  
(Corporate Seal)

By   
ROBERT T. KENNEY, DIRECTOR

Approved as to form:

  
Arthur G. Coffey  
Assistant General Counsel

8689 303

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. BOSTON

January 28, 1974

Then personally appeared before me the above-named

ROBERT T. KENNEY

who executed the foregoing Instrument on behalf of the Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

Before me,

*John R. Thurston*  
Notary Public

My commission expires:

*July 12, 1979*



CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on December 13, 1973 and duly recorded in this office:

Copies of a memorandum dated December 13, 1973 were distributed re School-Franklin Project, Mass. R-155, Certificate of Completion - Old City Hall, which included a proposed vote.

On motion duly made and seconded, it was unanimously

VOTED: that the Director is authorized for and in behalf of the Boston Redevelopment Authority to execute and deliver to the Old City Hall Landmark Corporation a Certificate of Completion for the Old City Hall in the CBD - School Franklin Urban Renewal Project, pursuant to Item 11 of the Leasehold Agreement dated June 11, 1970, by and between the Boston Redevelopment Authority and the Old City Hall Landmark Corporation.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the ~~to which this certificate is attached is in substantially the form as that presented to this meeting.~~

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Robert T. Kenney is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this eight day of January, 1974.

BOSTON REDEVELOPMENT AUTHORITY

By Melvin J. Johnson

Secretary  
 Feb. 8, 1974. At 10 o'clock & 46 mins. A.M. Rec'd. Ent'd. & Exam'd. -29

**EXHIBIT C**

**COPY OF ASSIGNMENT AND ASSUMPTION**

45 School Street, Boston, Suffolk County, Massachusetts

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“Assignment”) is made and entered into as of the \_\_\_ day of July, 2017 (“Closing Date”) by and between Old City Hall Landmark Corporation, a Delaware corporation (“Assignor”) and OCH Holdings LLC, a Massachusetts limited liability company (“Assignee”).

### Preliminary Statement:

Pursuant to that certain Agreement of Purchase and Sale of Ground Lease (“Purchase Agreement”) dated as of February 9, 2017, by and among Assignor and Assignee, Assignor is transferring to Assignee, among other things, all of Assignor’s right, title and interest in and to that certain Lease Agreement dated as of June 11, 1970 (the “Ground Lease”) between Boston Planning and Development Agency (f/k/a Boston Redevelopment Authority), as lessor, and Assignor, as lessee, with respect to the land described in Exhibit A attached hereto, and the building commonly known as “Old City Hall” and the other improvements thereon, and recorded with the Suffolk County Registry of Deeds in **Book 8373, Page 024**.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in, to and under the Ground Lease. Assignor will indemnify, defend and hold harmless Assignee and its agents, employees, directors, and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including without limitation reasonable attorneys’ fees or costs (including those related to appeals) of any nature whatsoever (collectively, “Losses and Liabilities”), arising out of or in any way related to the Ground Lease prior to the Closing Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee hereby accepts the foregoing assignment and assumes all of the Assignor’s obligations under the Ground Lease. Assignee will indemnify, defend and hold harmless Assignor and its agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Closing Date.

3. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, the Assignor, Assignee and their respective successors and assigns.

4. GOVERNING LAW. This Assignment will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws.

5. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

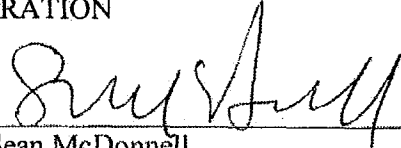
{signature pages follow}

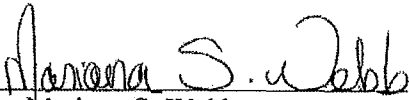
*Assignment and Assumption of Ground Lease*

THIS ASSIGNMENT has been executed by Assignor and Assignee as of the date first above written.

**ASSIGNOR:**

OLD CITY HALL LANDMARK  
CORPORATION

By:   
Name: Sean McDonnell  
Title: President

By:   
Name: Mariana S. Webb  
Title: Treasurer

COMMONWEALTH OF MASSACHUSETTS


Suffolk, ss.

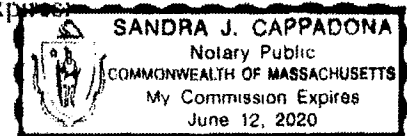
June 22, 2017

Then personally appeared the above-named Sean McDonnell, the President of Old City Hall Landmark Corporation, proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver's license or other state or federal governmental document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory, or
- my own personal knowledge of the identity of the signatory, to be the person whose name is signed above,

and acknowledged the foregoing instrument to be his free act and deed, as President of Old City Hall Landmark Corporation, for the purposes stated therein, before me.

  
Notary Public  
My commission expires:



*Assignment and Assumption of Ground Lease*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 22, 2017

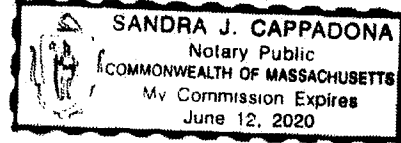
Then personally appeared the above-named Mariana S. Webb, the Treasurer of Old City Hall Landmark Corporation, proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver's license or other state or federal governmental document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory, or
- my own personal knowledge of the identity of the signatory, to be the person whose name is signed above,

and acknowledged the foregoing instrument to be his free act and deed, as Treasurer of Old City Hall Landmark Corporation, for the purposes stated therein, before me.

Sandra J. Cappadona  
Notary Public

My commission expires:



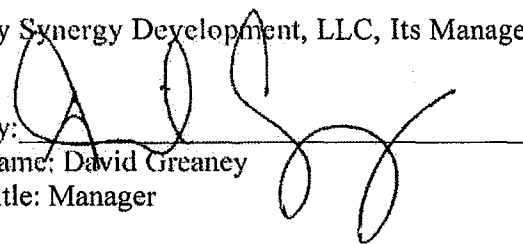
*Assignment and Assumption of Ground Lease*

**ASSIGNEE:**

OCH Holdings LLC

By Synergy Development, LLC, Its Manager

By: \_\_\_\_\_  
Name: David Greaney  
Title: Manager



**COMMONWEALTH OF MASSACHUSETTS**

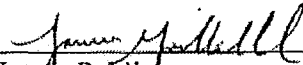
Suffolk, ss.

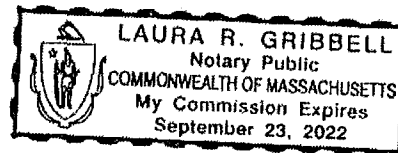
June 21, 2017

Then personally appeared the above-named David Greaney, the Manager of Synergy Development, LLC, the Manager of OCH Holdings LLC, proved to me by satisfactory evidence of identification, being **(check whichever applies)**:

- driver's license or other state or federal governmental document bearing a photographic image,
- oath or affirmation of a credible witness known to me who knows the above signatory,
- or
- my own personal knowledge of the identity of the signatory, to be the person whose name is signed above,

and acknowledged the foregoing instrument to be his/her free act and deed, as Manager of Synergy Development, LLC, Manager of OCH Holdings LLC, for the purposes stated therein, before me.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



*Assignment and Assumption of Ground Lease*

## SCHEDULE 1

### LEGAL DESCRIPTION OF THE REAL PROPERTY

All of that parcel of land in the City of Boston, Suffolk County, The Commonwealth of Massachusetts, known as Historic Boston City Hall, and more particularly shown on a plan by Fred R. Joyce, Surveyor, Belmont, Mass., dated February 26, 1970, recorded with the Suffolk County Registry of Deeds, Book 8370, Page 598, and bounded and described as follows:

Beginning at a point on the Northerly sideline of School Street, this point being East one hundred thirty-three and four one-hundredths feet (133.04) from the Easterly sideline of Tremont Street and along the Northerly sideline of School Street. Then running North 27°-31' - 00" East by the King's Chapel Burying Ground one hundred ninety-two and fifty one-hundredths feet (192.50) to a point, this point being on the Southerly sideline of the Kimball Building. Then turning and running South 57°- 33' - 00" East along the Southerly property line of the Kimball Building, eight and fifteen one-hundredths feet (8.15) to a point, this point being the most Southwesterly sideline angle of Court Square. Then turning and running more Easterly South 2°- 34' - 30" East along the Southerly side-line of Court Square one hundred thirty-eight and twenty-five one-hundredths feet (138.25) to a point, this point now being on the Westerly sideline of City Hall Avenue. Then turning and running South 27°- 29' - 27" West along the Westerly sideline of City Hall Avenue, one hundred sixty-nine and ninety-two one-hundredths feet (169.92) to a point, this point now being on the Northerly sideline of School Street. Then turning and running North 71°- 03' - 52" West along the Northerly sideline of School Street one hundred forty-eight and ten one-hundredths feet (140.10) to the point of beginning.

This parcel of land contains approximately 26,481 square feet.



**EXHIBIT C-1**

**COPY OF OCH HOLDINGS ASSIGNMENT APPROVAL**

**CONSENT TO ASSIGNMENT OF GROUND LEASE**

THIS CONSENT TO ASSIGNMENT OF LEASE (this "Consent") dated as of July 17, 2017, is hereby entered into between **BOSTON REDEVELOPMENT AUTHORITY** (d/b/a Boston Planning and Development Agency), a public body politic and corporate organized pursuant to the provisions of Chapter 121B of the Massachusetts General Laws, with an address at City Hall, Room 900, 1 City Hall Square, Boston, Massachusetts 02201 ("Landlord"); **OLD CITY HALL LANDMARK CORPORATION**, a Delaware corporation, with an address at 45 School Street, Boston, Massachusetts 02108 ("Tenant"); and **OCH HOLDINGS LLC**, a Massachusetts limited liability company, with an address at c/o Synergy Investments, LLC, 100 Franklin Street, Boston, Massachusetts 02110 ("Assignee").

WHEREAS Landlord and Tenant are parties to that certain Lease Agreement dated as of June 11, 1970 (the "Ground Lease") with respect to the land with the building and other improvements thereon known as "Old City Hall" located at 45 School Street, Boston, Massachusetts (the "Leased Premises"), which Lease is recorded with the Suffolk County Registry of Deeds in **Book 8373, Page 024**; and

WHEREAS Tenant has assigned the Ground Lease to Assignee, and Assignee has assumed all the obligations of Tenant under the Ground Lease pursuant to that certain Assignment and Assumption of Ground Lease dated as of July 17, 2017 (the "Assignment"), which Assignment is recorded herewith; and

WHEREAS Landlord wishes to confirm its consent to the assignment of the Ground Lease to Assignee.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant and Assignee hereby agree as follows:

1. Consent to Assignment. Landlord hereby consents to the assignment by Tenant of all of its rights and interests under the Ground Lease to Assignee.
2. Assignee's Assumption of Obligations Under the Ground Lease. Assignee hereby expressly assumes all of the obligations of Tenant under the Ground Lease and agrees to be subject to the all of the provisions of the Ground Lease.
3. Ratification. Landlord, Tenant and Assignee hereby ratify and confirm that all of the covenants, agreements, terms, conditions and other provisions of the Ground Lease are in full force and effect and unmodified, except as altered by this Consent.

Executed as an instrument under seal as of the date first above written.

**LANDLORD:**

**BOSTON REDEVELOPMENT AUTHORITY**

By: *Brian P. Golden*  
Brian P. Golden, its Director

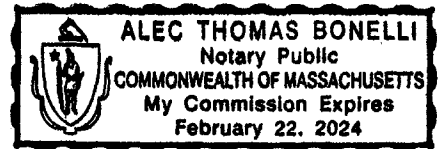
**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this 13 day of July, 2017, before me, the undersigned notary public, personally appeared **Brian P. Golden**, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Director of the Boston Redevelopment Authority.

*Alec Thomas Bonelli*

Notary Public  
My Commission expires:



*Consent to Assignment of Ground Lease*

TENANT:

OLD CITY HALL LANDMARK CORPORATION

By: *Sean McDonnell*  
Sean McDonnell, its President

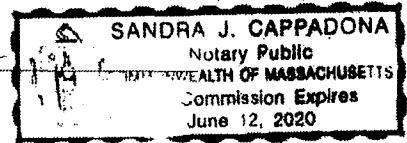
By: *Mariana S. Webb*  
Mariana S. Webb, its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 28<sup>th</sup> day of June, 2017, before me, the undersigned notary public, personally appeared **Sean McDonnell**, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the President of Old City Hall Landmark Corporation.

*Sandra J. Cappadona*  
Notary Public  
My Commission expires:

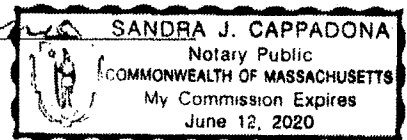


COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 22<sup>nd</sup> day of June, 2017, before me, the undersigned notary public, personally appeared **Mariana S. Webb**, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Treasurer of Old City Hall Landmark Corporation.

*Sandra J. Cappadona*  
Notary Public  
My Commission expires:



Consent to Assignment of Ground Lease

ASSIGNEE:

OCH HOLDINGS LLC

By: Synergy Development, LLC, its Manager

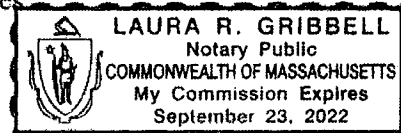
By: [Signature]  
David Greaney, its Manager

STATE OF Massachusetts

Suffolk, ss.

On this 21 day of June, 2017, before me, the undersigned notary public, personally appeared **David Greaney**, proved to me by satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Manager of Synergy Development, LLC, as the Manager of OCH Holdings LLC.

[Signature]  
Notary Public  
My Commission expires:



*Consent to Assignment of Ground Lease*

## EXHIBIT D

### **PUBLIC USE REQUIREMENTS**

During the Term, in addition to use of the Courtyard for the uses permitted under this Lease, the Courtyard and lobby portion of the first floor of the Building shall be made available for public use and displays for public benefit and a restroom available to the public (the “**Public Use Activities**”). As used in this Lease, “**Courtyard**” shall mean the areas of the Leased Premises at ground level that are outside of the Building, as the same may be modified in accordance with the terms of this Lease.

In connection with the Public Use Activities, the Tenant agrees to make portions of the Courtyard that are not otherwise utilized as part of any tenant’s space adjacent to the ground level of the Building and the lobby portion of the first floor of the Building available at no charge to a non-profit entity for so-called Public Use Activities provided that said use shall be subject to (i) reasonable rules and regulations promulgated by Tenant from time to time and reasonably approved by Landlord; and (ii) that any such activities cannot be conducted in such a way that would cause Tenant to be in violation of any of the terms and provisions of any lease in the Premises.

**EXHIBIT E**

**FORM OF STATEMENT OF PAYMENT OF STATE TAXES**

**Certification Regarding State Tax  
Filings and Payments**

Pursuant to M.G.L. Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that the undersigned, to the best of its knowledge and belief, has filed all Commonwealth of Massachusetts State tax returns and paid all taxes required under laws.

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT F

### FORM OF DISCLOSURE OF BENEFICIAL INTERESTS

#### INSTRUCTION SHEET

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate



Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
  
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
  
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
  
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
  
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

\_\_\_\_\_ Lessor/Landlord                      \_\_\_\_\_ Lessee/Tenant

\_\_\_\_\_ Seller/Grantor                      \_\_\_\_\_ Buyer/Grantee

\_\_\_\_\_ Other (Please describe): \_\_\_\_\_

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
  
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement,*

*shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

(9) This Disclosure Statement is hereby signed under penalties of perjury.

---

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

---

AUTHORIZED SIGNATURE of DISCLOSING PARTY

DATE (MM / DD / YYYY)

---

PRINT NAME & TITLE of AUTHORIZED SIGNER

**EXHIBIT G**

**RENT ROLL**

**OLD CITY HALL RENT ROSTER**  
as of July 1, 2017

	Current rents / month					Floor	Lease Provisions					Escalation Billings				
	Base Rent	OE	Electric / W&S	TE	Monthly Total		Rent Term Ends	Monthly Amounts [ex Mgt Co Spc=qtrly]	Terms	Term Mos	Sq. Ft out of 70,000	Base Rent Rate	OE Base Yr	% of Bldg	RIL Base Yr	% of Bldg
1 Architectural Heritage Foundation (AHF) & subsidiary Old City Hall Corporation (OCH)	5,625.00				5,625.00	G	8/31/2021	\$5,625.00	OCH remits a qtrly payment to the City of Boston (COB) at each rent-in-lieu pmt date. The \$'s represent the 30% of market rent owed to COB based on \$30psf for the combined management office+AHF space; AHF funds \$3201.75 of the amount.	60	2250	\$ 30.68	NA			
						B	none	\$0.00	unfinished basement storage space used by tenant, no rent		100					
2 Blake and Associates	5,700.00	270.54		125.35	6,095.89	1	month to month	\$5,700.00	Effective Oct 1, 2016, a month -to-month tenant w/ rents & other payments as per Lease dated Jan 29, 2004, with Amendment to Feb 28, 2014, & 2nd Amendment- extension to Sept 30, 2016.	60	1800	\$ 38.00	FY11	2.57%	FY11	2.57%
3 Collier, Earl	3,237.50	4.87		4.52	3,246.89	4	04/30/19	\$3,237.50	Lease eff May 1, 2014, 5 years; amended for remainder of term @10/15/14, in exch for granting access to HVAC system control.	54	1050	\$ 37.00	FY14 *	1.50%	FY14	1.50%
4 Dane & Howe	9,100.00	0.00		0.00	9,100.00	4	09/30/17 09/30/18 09/30/19 09/30/20 09/30/21	\$9,100.00 \$9,333.33 \$9,566.67 \$9,800.00 \$10,033.33	Lease eff 10/1/09-9/30/14 was extd 2yrs-> Sept 30, 2016; 2nd Amend 5yrs -> Sept 30, 2021. Orig doc still applicable for many provisions.	24	2800	\$ 39.00 \$ 40.00 \$ 41.00 \$ 42.00 \$ 43.00	FY17	4.00%	FY17	4.00%
						B	09/30/21	\$0.00	Basement storage space specified in lease, no rent, term coincides with office space		200					
5 Houser & Allison	12,250.00	511.05	125.00	337.75	13,223.80	2	07/31/17	\$12,250.00	In Amendment dtd Jun 21, 2013 to Lease dtd Aug 28, 2012: sq ft expanded 2150-> 4200, term 5-yrs; rvsd LOC security fixed to term.; 5-yr Ext opt.	60	4200	\$ 35.00	FY13 *	6.00%	FY13	6.00%
<i>terminating at end of lease</i>	2,916.67				2,916.67	1	07/31/17	\$2,916.67	New Lease 1st Fl space effective 10/1/15- 7/31/17, co-term	22	1000	\$ 35.00		0.00%		0.00%
6 Kaymbu	5,000.00	0.00		0.00	5,000.00	7&8	07/31/17 07/31/18 07/31/19 07/31/20 07/31/21	\$5,000.00 \$7,834.34 \$8,000.00 \$8,133.33 \$8,600.00	Commenced 8/1/16 for 5 years diff rates for Fl 7 & Fl 8; the rates psf noted are avg of 2 flrs per this lease	60	3600	\$ 16.67 \$ 26.11 \$ 26.67 \$ 27.11 \$ 28.67	FY16	5.14%	FY16	5.14%

**OLD CITY HALL RENT ROSTER**  
as of July 1, 2017

	Current rents / month					Floor	Lease Provisions						Escalation Billings			
	Base Rent	OE	Electric / W&S	TE	Monthly Total		Rent Term Ends	Monthly Amounts [ex Mgt Co Spc=qtrly]	Terms	Term Mos	Sq. Ft out of 70,000	Base Rent Rate	OE Base Yr	% of Bldg	RIL Base Yr	% of Bldg
7 Lack & Cogan	5,700.00	0.00		0.00	5,700.00	2	07/31/19	\$5,700.00	Lease @ May 20, 2008, Amendment eff. 6/30/12 and 2nd Amendment eff. 10/1/15	46	1800	\$ 38.00	FY16	2.57%	FY16	2.57%
8 Levine, Richard	4,050.00	218.90	187.50	144.67	4,601.07	2	02/28/16 02/28/17 02/28/18	\$3,750.00 \$3,900.00 \$4,050.00	March 1, 2013 - Feb 28/2016 3/1/16-2/28/17 3/1/17-2/28/18	60	1800	\$ 25.00 \$ 26.00 \$ 27.00	FY13	2.57%	FY13	2.57%
9 Many Houses LLC	6,270.83	0.00			6,270.83	3	07/31/19	\$6,270.83	Initial term = 8/1/13 -7/31/16, Amend. extended to 7/31/19. Tenant prepaid rents through extended term.	36	2150	\$ 35.00	None		None	
10 McLane Middleton <i>prior subtenant of W&amp;F</i>	6,666.67	0.00			6,666.67	6	9/30/2017 9/30/2018 9/30/2019	\$6,666.67 \$6,833.33 \$7,000.00	Lease eff. 10/1/16 for 3-yr term	36	2000	\$ 40.00 \$ 41.00 \$ 42.00	FY16	2.86%	FY16	2.86%
11 MVM	10,200.00	16.23		15.07	10,231.30	1+ Mz	09/30/15 09/30/16 09/30/17	\$9,916.67 \$10,200.00 \$10,200.00	The 4th Amendment effective Sept 30, 2014 ends Sept 30, 2017	36	3400	\$ 35.00 \$ 36.00 \$ 36.00	FY14 *	4.86%	FY14	4.86%
12 Regan Associates	16,625.00	856.87		397.04	17,878.91	3	04/30/18	\$16,625.00	2nd Amendment eff Jan 20, 2017; no extension. Prior lease was 5-yr Amendment eff. Mar 2013, to Lease eff Oct 28 2004. Current rents & escalations are same as in the 5Yr Amendment.	60	5700	\$ 35.00	FY11	8.14%	FY11	8.14%
13 RCSH	27,986.00	7,241.54	2,500.00	0.00	37,727.54	1+G	04/30/12  04/30/15 04/30/20	\$23,680.66  \$25,833.33 \$27,986.00	5/1/2010: OE=\$6,500/mo w/annual CPI adj & base rent incr-\$23,680.66. Increase "breakpoint" for % rent. 5/1/12-15 base incr 5/1/15-4/30/20 Extension #1 opt. exercised 6/25/14		12400	\$ 22.92  \$ 25.00 \$ 27.08	flat rate, with annual CPI inflation			
<i>W&amp;S billed on actual, monthly approximate amount is noted OE billed monthly based on annual CPI calc, last update May 1 2017</i>																
									opt exercise yet							
									\$30,139.00	5/1/20-4/30/25 Extension #2 opt.			\$ 29.17			
									\$34,215.33	5/1/25-4/30/30 Extension #3 opt.			\$ 33.33			
									\$38,750.00	5/1/30-4/30/35 Extension #3 opt.			\$ 37.50			
14 Swartz & Lynch	14,583.33	23.18		21.52	14,628.03	3	01/31/16 01/31/17 01/31/18 01/31/19 01/31/20	\$13,750.00 \$14,166.67 \$14,583.33 \$15,000.00 \$15,416.67	in Third Amend dtd Oct 31, 2014 to Lease eff May 2002	60	5000	\$ 33.00 \$ 34.00 \$ 35.00 \$ 36.00 \$ 37.00	FY14	7.14%	FY14	7.14%

**OLD CITY HALL RENT ROSTER**  
as of July 1, 2017

	Current rents / month					Floor	Lease Provisions						Escalation Billings			
	Base Rent	OE	Electric / W&S	TE	Monthly Total		Rent Term Ends	Monthly Amounts [ex Mgt Co Spc=qtrly]	Terms	Term Mos	Sq. Ft out of 70,000	Base Rent Rate	OE Base Yr	% of Bldg	RIL Base Yr	% of Bldg
15 The National Trust Scotland	3,333.33	5.81	156.25	5.40	3,500.79	3	04/30/18	\$3,333.33	In 3rd Amendment dtd Jan 31, 2015 to Lease dtd Feb 2005; current term May 1, 2015 - Apr 30, 2018	36	1250	\$ 32.00	FY14	1.79%	FY14	1.79%
16 Vacant (former Verner Johnson space)					0.00	2					3500	\$ -		5.00%		5.00%
17 WalkBoston	2,900.00	0.00		0.00	2,900.00	G	2/28/2017 2/28/2018 2/28/2019 2/28/2021	\$2,800.00 \$2,900.00 \$3,000.00 \$3,100.00	Sixth Amendment eff. Mar 1, 2016 to Lease dtd Aug 1 2003	60	1200	\$ 28.00 \$ 29.00 \$ 30.00 \$ 31.00	None		None	
18 Wellness in Motion	6,000.00	0.00	250.00	0.00	6,250.00	G	6/30/2017 6/30/2018 6/30/2019 6/30/2020 6/30/2021	\$5,833.33 \$6,000.00 \$6,166.67 \$6,333.33 \$6,500.00	7/1/2016 - 6/30/21 rate increases annually	60	2000	\$ 35.00 \$ 36.00 \$ 37.00 \$ 38.00 \$ 39.00	FY16	2.86%	FY16	2.86%
19 White White & VanEtten	6,416.67	267.45	320.83	176.76	7,181.71	2	01/31/14 01/31/15 01/31/16 01/31/17 01/31/18	\$5,683.33 \$5,866.67 \$6,050.00 \$6,233.33 \$6,416.67	2/1/13-14 (2-mos free rent) 2/1/14-15 2/1/15-16 2/1/16-17 2/1/17-18 5-year ext. option at market	60	2200	\$ 31.00 \$ 32.00 \$ 33.00 \$ 34.00 \$ 35.00	FY13	3.14%	FY13	3.14%
20 Welch & Forbes LLC (5th, 4th)	79,100.00	742.52		2,778.02	82,620.54	4-5	09/30/21	\$79,100.00	option to extend x5yrs. exercised Oct 2015; excluded 6th flr; no chng to escalations		22600	\$ 42.00	FY05	32.29%	FY06	32.29%
<i>renewal documented 12/1/16</i>						B	none	\$0.00	unfinished basement storage space used by tenant, no rent		200					
<b>Totals</b>	<u>233,661.00</u>	<u>10,158.96</u>	<u>3,539.58</u>	<u>4,006.10</u>	<u>251,365.64</u>				Tenant sq ft -->		<u>84,200</u>			92.43%		92.43%

\* cap on increase, 7% over PY

Old City Hall  
Security Deposits

prepared on: 7/13/2017 for Closing at: 7/17/2017

I. Cash Securities By Tenant

TENANT	Cash Held as Securities at Jul 13 17	Interest Bearing	Other Security / Notes on changes	LOC's \$'s
Blake and Associates	3,825.00	NO	Personal guarantee based on individual(s) signing lease(s); no separate Guarantee Agmmt(s)	
Collier	6,125.00	NO	Same as Blake	
Dane & Howe	8,458.34	NO	Same as Blake	
Houser & Alison	-		LoC doc. w/annual autoextend to 12/30/xx unless cancelled (60 days notice)	\$24,150
Kaymbu	32,600.00	NO	Security Deposit (\$24k) + Last month's rent (\$8.6k) per S IV c) & d) of Lease. Security reduces fr \$24k to \$16,000 at 18 mos (2/1/18)	
Lack & Cogan	12,000.00	NO	Same as Blake	
Levine	7,800.00	NO	Same as Blake	
Many Houses	6,270.83	NO	Full rents also received in cash up front	
MVM, Inc.	18,558.34	NO		
National Trust for Scotland	2,916.67	NO		
Regan Associates	32,870.00	NO	was an LOC, converted to cash deposit in June 2017	
Ruth's Chris	-		none after 4-years	
Swartz & Lynch LLP	13,750.00	NO	Personal guarantee by each of Swartz and Lynch	
WalkBoston	3,000.00	NO		
Welch & Forbes	114,616.00	YES	balance established with Lease Amendment #4	
Wellness In motion	34,750.00	YES but only on remaining returnable \$12,000 to be	\$28,000 held as Security Deposit as of July 1, 2017. Orig SD of \$40k reduced by \$12k at 1st anniversary date, 7/1/17. Reductions specified in Lease IV a) vii) for both the SD & int obligation.	
White White & VanEtten	-		LOC issued w/autoextend to 3/2/18	\$18,150
Total Cash Held	\$297,540.18			

NOTE: There is a security deposit folder in top draw in front of lease files.

II. Interest Bearing CD's, accounts w/access by OCH

NONE

**EXHIBIT H**  
**COPY OF AGREEMENT**



AGREEMENT  
between  
BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON  
and  
OLD CITY HALL LANDMARK CORPORATION  
relating to  
HISTORIC CITY HALL

THIS AGREEMENT made this            day of June, 1970, by and between the CITY OF BOSTON (the "City"), a municipal corporation in The Commonwealth of Massachusetts, acting by and through its Mayor, the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), a public body politic and corporate duly organized and existing under the provisions of Chapter 121B of the General Laws of Massachusetts, and OLD CITY HALL LANDMARK CORPORATION, a Delaware corporation authorized to transact business in The Commonwealth of Massachusetts (the "Corporation"),

WITNESSETH THAT

WHEREAS an Urban Renewal Plan (the "Plan") was adopted by the Authority for the Central Business District -- School-Franklin Urban Renewal Project (No. Mass. R-155) (the "Project") and approved by the City Council of the City on October 7, 1968, and by the Mayor of the City on October 9, 1968; and

WHEREAS a Cooperation Agreement between the Authority, and the City for the Project was executed December 31, 1968, and provided that the City would consent to the taking by the Authority of real property owned by the City which is subject to acquisition by the Authority under the Plan; and

WHEREAS said Plan provided for the acquisition by the Authority of the Historic Boston City Hall property, being the property on School Street on which stands the Historic City Hall of the City, which property is further described on

Schedule A attached hereto, in order to make possible the preservation of this building of historic and architectural significance; and

WHEREAS the Authority has publicly sought redevelopers able and willing to rehabilitate the Historic City Hall and has selected the Corporation as such developer; and

WHEREAS the Authority has approved the rehabilitation plans of the Corporation for the Historic City Hall and has reviewed and approved the financing plans, including the plans for the provision of mortgage and equity financing, and has indicated its willingness to enter into a long-term lease with said Corporation which lease provides for a mortgage on the fee interest of the property superior to said lease; and

WHEREAS said Lease Agreement requires the payment in lieu of taxes by the Corporation due the City of amounts specified in a Schedule B to said lease which Schedule B is attached hereto, which payments the City is willing to accept pursuant to provisions of Section 16 of said Chapter 121B of the Massachusetts General Laws; and

WHEREAS the rehabilitation of the Historic City Hall by the Corporation in accordance with the plans approved by the Authority is in the public interest and will further the purposes of the Plan and the public purpose of preserving buildings of historic and architectural significance within the City;

NOW, THEREFORE, in consideration of the benefits to accrue to the City from the rehabilitation of Historic City Hall, the carrying out of the provisions of the lease and of the mutual agreements herein contained and for other good and valuable consideration, the Authority, the City and the Corporation do hereby agree as follows:

1. The City hereby consents to the taking by the Authority of the real property bounded and described in Schedule A

hereto. The fair market value of this property may be applied in reduction of the City's one-third share under paragraph 3 of the Cooperation Agreement of the actual net Project cost as therein defined if such fair market value is approved as a local grant-in-aid by the federal government's Department of Housing and Urban Development.

2. The City hereby agrees to accept and the Corporation agrees to pay in lieu of taxes upon the Historic City Hall relating to the real estate and tangible personal property, betterments and special assessments, a sum to be paid to the City each year in accordance with the formula set forth in Schedule B hereto and to the lease to be entered into between the Authority and the Corporation, and the Authority agrees that such sum shall constitute full rental under said lease. The City further agrees that no taxes in the nature of real estate taxes will be assessed by the City upon the Historic City Hall parcel, upon the Corporation in respect of the Historic City Hall or upon any lessee of any part thereof whether or not such taxes are otherwise permitted by law, provided, however, that in the event that a mortgage on the fee of Historic City Hall is foreclosed, and the City is thereafter not entitled to receive rental payments under the Lease Agreement, the City shall be free to assess taxes or taxes in the nature of real estate taxes upon the fee owner of Historic City Hall or any Lessee of any part thereof provided that such taxes are otherwise permitted by law. The City hereby agrees that the agreements herein contained shall continue even in the event that at any time the lessor's interest under the aforesaid lease shall be conveyed, transferred or assigned to the City.

IN WITNESS WHEREOF, the Boston Redevelopment Authority,  
the City of Boston and Old City Hall Landmark Corporation

have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

BOSTON REDEVELOPMENT AUTHORITY

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
General Counsel

(SEAL)

CITY OF BOSTON

Attest:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

OLD CITY HALL LANDMARK CORPORATION

By \_\_\_\_\_  
President

**EXHIBIT I**

**COPY OF AMENDMENT**

AMENDED AND RESTATED  
AGREEMENT  
Between  
BOSTON REDEVELOPMENT AUTHORITY  
CITY OF BOSTON  
And  
OCH HOLDINGS LLC  
relating to  
HISTORIC CITY HALL

THIS AMENDED AND RESTATED AGREEMENT made this 17<sup>th</sup> day of July, 2017, by and between the CITY OF BOSTON (the “City”), a municipal corporation in The Commonwealth of Massachusetts, acting by and through its Mayor, the BOSTON REDEVELOPMENT AUTHORITY d/b/a BOSTON PLANNING & DEVELOPMENT AGENCY (the “Authority”), a public body politic and corporate duly organized and existing under the provisions of Chapter 121B of the General Laws of Massachusetts, and OCH HOLDINGS LLC, a Massachusetts limited liability company (the “LLC”),

WITNESSETH THAT

WHEREAS the Authority publicly sought redevelopers able and willing to rehabilitate the Historic City Hall and has selected Old City Hall Landmark Corporation as such developer; and

WHEREAS the Authority, the City, and Old City Hall Landmark Corporation entered into an Agreement made as of June 1970 relating to Historic City Hall (the “Original Agreement”); and

WHEREAS the Authority, the City, and Old City Hall Landmark Corporation entered into a Lease Agreement dated as of June 11, 1970 (the “Original Lease”); and

WHEREAS the Authority has entered into that certain Amended and Restated Lease Agreement (the “Lease”) dated as of July 17, 2017 with the LLC, demising premises known as Old City Hall, 45 School Street, Boston, Massachusetts, as more particularly described in the Lease; and

WHEREAS this Amended and Restated Agreement shall be substituted for the Original Agreement in connection with entering into the Lease; and

WHEREAS the Lease requires the payment in lieu of taxes by the LLC due the City of amounts as further specified in Sections 5.1, 5.3, 5.4 and 5.5(b) of said Lease as Base and Percentage Rent, which payments the City is willing to accept pursuant to provisions of Section 16 of said Chapter 1218 of the Massachusetts General Laws; and

WHEREAS the rehabilitation of the Historic City Hall by the Corporation in accordance with the plans approved by the Authority is in the public interest and will further the purposes of the Plan and the public purpose of preserving buildings of historic and architectural significance within the City;

**NOW, THEREFORE**, in consideration of the benefits to accrue to the City from the rehabilitation of Historic City Hall, the carrying out of the provisions of the Lease and of the mutual agreements herein contained and for other good and valuable consideration, the Authority, the City and the LLC hereby agree as follows:

1. The City hereby agrees to accept and the LLC agrees to pay in lieu of taxes upon the Historic City Hall relating to the real estate and tangible personal property, betterments and special assessments, a sum to be paid to the City each year in accordance with the formula and procedures set forth in Sections 5.1, 5.3, 5.4, 5.5(b) and 5.7 of the Lease to be entered into between the Authority and the LLC.

2. The City further agrees that no taxes in the nature of real estate taxes will be assessed by the City upon the Historic City Hall parcel, upon the LLC in respect of the Historic City Hall or upon any Lessee of any part thereof whether or not such taxes are otherwise permitted by law. The City hereby agrees that the agreements herein contained shall continue even in the event that at any time the lessor's interest under the aforesaid lease shall be conveyed, transferred or assigned to the City, but in no event shall this Agreement extend beyond the term of the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the Boston Redevelopment Authority, the City of Boston and OCH Holdings LLC have respectively caused this Agreement to be duly executed as of the day and year first above written.

Approved as to form:

THE CITY OF BOSTON

Eugene L. O'Flaherty  
Eugene L. O'Flaherty, Corporation Counsel  
City of Boston

By: Martin J. Walsh  
Martin J. Walsh  
Mayor

CITY OF BOSTON ASSESSING  
DEPARTMENT

BOSTON REDEVELOPMENT  
AUTHORITY, d/b/a Boston Planning &  
Development Agency

By: Ronald W. Rakow  
Ronald W. Rakow  
Commissioner of Assessing

By: Brian P. Golden  
Brian P. Golden  
Director

Approved as to form:

Renee LeFevre  
Renee LeFevre, General Counsel  
Boston Redevelopment Authority

OCH HOLDINGS LLC

By: David Greaney  
David Greaney, Manager



IN WITNESS WHEREOF, the Boston Redevelopment Authority, the City of Boston and OCH Holdings LLC have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

BOSTON REDEVELOPMENT AUTHORITY

d/b/a BOSTON PLANNING &  
REDEVELOPMENT AGENCY

Attest:

\_\_\_\_\_  
Secretary

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

Approved as to form:

\_\_\_\_\_  
General Counsel

(SEAL)

CITY OF BOSTON

Attest:

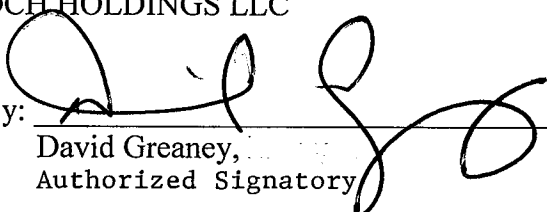
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

OCH HOLDINGS LLC

By:   
David Greaney,  
Authorized Signatory

## SCHEDULE I

### PERCENTAGE RENT BASE

Stub Period	from Effective Date	to 12/31/2017	\$4,000,000.00
Lease Year 1	from 1/1/2018	to 12/31/2018	\$4,000,000.00
Lease Year 2	from 1/1/2019	to 12/31/2019	\$4,000,000.00
Lease Year 3	from 1/1/2020	to 12/31/2020	\$4,000,000.00
Lease Year 4	from 1/1/2021	to 12/31/2021	\$4,000,000.00
Lease Year 5	from 1/1/2022	to 12/31/2022	\$4,000,000.00
Lease Year 6	from 1/1/2023	to 12/31/2023	\$4,000,000.00
Lease Year 7	from 1/1/2024	to 12/31/2024	\$4,000,000.00
Lease Year 8	from 1/1/2025	to 12/31/2025	\$4,000,000.00
Lease Year 9	from 1/1/2026	to 12/31/2026	\$4,120,000.00
Lease Year 10	from 1/1/2027	to 12/31/2027	\$4,243,600.00
Lease Year 11	from 1/1/2028	to 12/31/2028	\$4,370,908.00
Lease Year 12	from 1/1/2029	to 12/31/2029	\$4,502,035.24
Lease Year 13	from 1/1/2030	to 12/31/2030	\$4,637,096.30
Lease Year 14	from 1/1/2031	to 12/31/2031	\$4,776,209.19
Lease Year 15	from 1/1/2032	to 12/31/2032	\$4,919,495.46
Lease Year 16	from 1/1/2033	to 12/31/2033	\$5,067,080.33
Lease Year 17	from 1/1/2034	to 12/31/2034	\$5,219,092.74
Lease Year 18	from 1/1/2035	to 12/31/2035	\$5,375,665.52
Lease Year 19	from 1/1/2036	to 12/31/2036	\$5,536,935.48
Lease Year 20	from 1/1/2037	to 12/31/2037	\$5,703,043.55
Lease Year 21	from 1/1/2038	to 12/31/2038	\$5,874,134.85
Lease Year 22	from 1/1/2039	to 12/31/2039	\$6,050,358.90
Lease Year 23	from 1/1/2040	to 12/31/2040	\$6,231,869.67
Lease Year 24	from 1/1/2041	to 12/31/2041	\$6,418,825.76
Lease Year 25	from 1/1/2042	to 12/31/2042	\$6,611,390.53
Lease Year 26	from 1/1/2043	to 12/31/2043	\$6,809,732.24
Lease Year 27	from 1/1/2044	to 12/31/2044	\$7,014,024.21
Lease Year 28	from 1/1/2045	to 12/31/2045	\$7,224,444.94
Lease Year 29	from 1/1/2046	to 12/31/2046	\$7,441,178.29
Lease Year 30	from 1/1/2047	to 12/31/2047	\$7,664,413.64
Lease Year 31	from 1/1/2048	to 12/31/2048	\$7,894,346.04
Lease Year 32	from 1/1/2049	to 12/31/2049	\$8,131,176.43
Lease Year 33	from 1/1/2050	to 12/31/2050	\$8,375,111.72
Lease Year 34	from 1/1/2051	to 12/31/2051	\$8,626,365.07
Lease Year 35	from 1/1/2052	to 12/31/2052	\$8,885,156.02
Lease Year 36	from 1/1/2053	to 12/31/2053	\$9,151,710.70
Lease Year 37	from 1/1/2054	to 12/31/2054	\$9,426,262.02
Lease Year 38	from 1/1/2055	to 12/31/2055	\$9,709,049.88
Lease Year 39	from 1/1/2056	to 12/31/2056	\$10,000,321.38
Lease Year 40	from 1/1/2057	to 12/31/2057	\$10,300,331.02
Lease Year 41	from 1/1/2058	to 12/31/2058	\$10,609,340.95
Lease Year 42	from 1/1/2059	to 12/31/2059	\$10,927,621.18
Lease Year 43	from 1/1/2060	to 12/31/2060	\$11,255,449.82
Lease Year 44	from 1/1/2061	to 12/31/2061	\$11,593,113.31
Lease Year 45	from 1/1/2062	to 12/31/2062	\$11,940,906.71

Lease Year 46	from 1/1/2063	to 12/31/2063	\$12,299,133.91
Lease Year 47	from 1/1/2064	to 12/31/2064	\$12,668,107.93
Lease Year 48	from 1/1/2065	to 12/31/2065	\$13,048,151.17
Lease Year 49	from 1/1/2066	to 12/31/2066	\$13,439,595.70
Lease Year 50	from 1/1/2067	to 12/31/2067	\$13,842,783.57
Lease Year 51	from 1/1/2068	to 12/31/2068	\$14,258,067.08
Lease Year 52	from 1/1/2069	to 12/31/2069	\$14,685,809.09
Lease Year 53	from 1/1/2070	to 12/31/2070	\$15,126,383.37
Lease Year 54	from 1/1/2071	to 12/31/2071	\$15,580,174.87
Lease Year 55	from 1/1/2072	to 12/31/2072	\$16,047,580.11
Lease Year 56	from 1/1/2073	to 12/31/2073	\$16,529,007.52
Lease Year 57	from 1/1/2074	to 12/31/2074	\$17,024,877.74
Lease Year 58	from 1/1/2075	to 12/31/2075	\$17,535,624.07
Lease Year 59	from 1/1/2076	to 12/31/2076	\$18,061,692.80
Lease Year 60	from 1/1/2077	to 12/31/2077	\$18,603,543.58
Lease Year 61	from 1/1/2078	to 12/31/2078	\$19,161,649.89
Lease Year 62	from 1/1/2079	to 12/31/2079	\$19,736,499.39
Lease Year 63	from 1/1/2080	to 12/31/2080	\$20,328,594.37
Lease Year 64	from 1/1/2081	to 12/31/2081	\$20,938,452.20
Lease Year 65	from 1/1/2082	to 12/31/2082	\$21,566,605.76
Lease Year 66	from 1/1/2083	to 12/31/2083	\$22,213,603.94
Lease Year 67	from 1/1/2084	to 12/31/2084	\$22,880,012.05
Lease Year 68	from 1/1/2085	to 12/31/2085	\$23,566,412.42
Lease Year 69	from 1/1/2086	to 12/31/2086	\$24,273,404.79
Lease Year 70	from 1/1/2087	to 12/31/2087	\$25,001,606.93
Lease Year 71	from 1/1/2088	to 12/31/2088	\$25,751,655.14
Lease Year 72	from 1/1/2089	to 12/31/2089	\$26,524,204.79
Lease Year 73	from 1/1/2090	to 12/31/2090	\$27,319,930.94
Lease Year 74	from 1/1/2091	to 12/31/2091	\$28,139,528.87
Lease Year 75	from 1/1/2092	to 12/31/2092	\$28,983,714.73
Lease Year 76	from 1/1/2093	to 12/31/2093	\$29,853,226.17
Lease Year 77	from 1/1/2094	to 12/31/2094	\$30,748,822.96
Lease Year 78	from 1/1/2095	to 12/31/2095	\$31,671,287.65
Lease Year 79	from 1/1/2096	to 12/31/2096	\$32,621,426.28
Lease Year 80	from 1/1/2097	to 12/31/2097	\$33,600,069.07
Lease Year 81	from 1/1/2098	to 12/31/2098	\$34,608,071.14
Lease Year 82	from 1/1/2099	to 12/31/2099	\$35,646,313.27
Lease Year 83	from 1/1/2100	to 12/31/2100	\$36,715,702.67
Lease Year 84	from 1/1/2101	to 12/31/2101	\$37,817,173.75
Lease Year 85	from 1/1/2102	to 12/31/2102	\$38,951,688.96
Lease Year 86	from 1/1/2103	to 12/31/2103	\$40,120,239.63
Lease Year 87	from 1/1/2104	to 12/31/2104	\$41,323,846.82
Lease Year 88	from 1/1/2105	to 12/31/2105	\$42,563,562.23
Lease Year 89	from 1/1/2106	to 12/31/2106	\$43,840,469.09
Lease Year 90	from 1/1/2107	to 12/31/2107	\$45,155,683.17
Lease Year 91	from 1/1/2108	to 12/31/2108	\$46,510,353.66
Lease Year 92	from 1/1/2109	to 12/31/2109	\$47,905,664.27

Lease Year 93	from 1/1/2110	to 12/31/2110	\$49,342,834.20
Lease Year 94	from 1/1/2111	to 12/31/2111	\$50,823,119.22
Lease Year 95	from 1/1/2112	to 12/31/2112	\$52,347,812.80
Lease Year 96	from 1/1/2113	to 12/31/2113	\$53,918,247.18
Lease Year 97	from 1/1/2114	to 12/31/2114	\$55,535,794.60
Lease Year 98	from 1/1/2115	to 12/31/2115	\$57,201,868.44
Lease Year 99	from 1/1/2116	to 12/31/2116	\$58,917,924.49

**SCHEDULE II**

**TRANSACTION FEE SCHEDULE**

**For the period beginning on the  
Effective Date and ending on  
December 31, 2083**

**Three (3%) Percent of Gross Sale Proceeds  
Two (2%) Percent of Net Refinancing Proceeds**

**For the period beginning on  
January 1, 2084, and ending on  
December 31, 2116**

**Two (2%) Percent of Gross Sale Proceeds  
Two (2%) Percent of Net Refinancing Proceeds**

**No Transaction Fee shall be due on any financing proceeds in connection with a Transfer where a Transaction Fee would be due from Gross Sale Proceeds.**