THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

COMMONWEALTH OF MASSACHUSETTS
OFFICE LEASE

1. SUBJECT MATTER AND TABLE OF CONTENTS

1.1 SUBJECT MATTER

Each of the references in this Lease to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this Lease, constitutes the definition of the listed subject.

DATE OF LEASE:	
LANDLORD:	
ADDRESS OF LANDLORD:	
LANDLORD'S REPRESENTATIVE:	Name: _____ Address: _____ _____ _____ E-mail: _____ and/or such other persons as Landlord designates from time-to-time
TENANT:	The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, [THE USER AGENCY]
ADDRESS OF TENANT:	Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

TENANT'S REPRESENTATIVE: Name: _____
Address: _____
_____
_____
E-mail: _____
and/or such other persons as Tenant designates from time-to-time, as set forth in § 4.4

USER AGENCY:

ADDRESS OF USER AGENCY:

USER AGENCY'S REPRESENTATIVE: Name: _____
Address: _____
_____
_____
E-mail: _____
and/or such other persons as User Agency designates from time-to-time, as set forth in § 4.4

BUILDING (ADDRESS):

PREMISES: Floor(s):_____
Room(s)/Suite: _____
within the Building as shown in Exhibit ____, together with all of the Landlord's Improvements (as defined in § 4.1) made within the Premises pursuant to the provisions of this Lease.

USABLE AREA OF PREMISES: Office Space: _____ square feet
Storage Space:_____ square feet

PARKING SPACES: Reserved Spaces: _____
Unreserved Spaces: _____
Electrical Vehicle Charging Stations: _____

	Drop-off Spaces: _____ Location: _____
PERMITTED USES:	Subject to the provisions of § 6.1, Tenant shall use the Premises for any lawful purpose consistent with the operations and functions of a governmental agency.
TERM:	The Term begins on the Date of Occupancy, as defined in § 3.2, at 12:01 a.m., and continues until 11:59 p.m. of the date immediately preceding the tenth anniversary of the Date of Occupancy. "Term" includes the Term, unless otherwise expressly stated. "Expiration Date" means the last day of the Term, and includes any effective date of termination of this Lease, unless otherwise indicated.
BUSINESS DAY:	Unless otherwise provided by this Lease, "business day" means any day other than Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

BASE RENT FOR TERM:

Year One: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Two: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Three: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Four: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Five: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Six: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Seven: $_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space

$_____ per parking space per year

Year Eight:
$_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Nine:
$_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Year Ten:
$_____ per year in monthly installments of $ _____
$_____ per square foot for office space
$_____ per square foot for storage space
$_____ per parking space per year

Base Rent __does OR ____does not include janitorial services
Base Rent __ does OR ____does not include the cost of all utilities
Base Rent__ does OR ____does not include the cost of parking

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RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS

Rider to Lease

Certificate of Compliance with Executive Order No. 481

Exhibit A:	Plan Showing Location of Premises within the Building
Exhibit A-1:	Landlord’s Measured Drawing of the Premises
Exhibit A-2:	Site Plan Showing Location of Parking Spaces
Exhibit B:	Schematic Space Plan of the Premises
Exhibit C:	Specifications for Premises (as appearing in the Request for Proposals, as revised by agreement of the parties based on Landlord's Proposal and subsequent negotiations)
Exhibit D:	Project Schedule
Exhibit F:	Authorization to Execute Lease

Landlord's Beneficial-Interest-Disclosure Statement

Certificate of Tax-and-Employment-Security Compliance

2. PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

(a) Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.

(b) As appurtenant to the Premises, Tenant, in common with other tenants of the Building (and subject to the rules of the Building, as set forth in § 6.4), has the right to use: (i) the common lobbies, halls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

(a) For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the w indows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.

(b) Landlord acknowledges that Tenant has relied upon Exhibit A-1 in establishing the Usable Area and that Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in § 1.1. Landlord warrants and represents to Tenant that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in Exhibit A-1 by a factor of 1% or more, then, at the option of Tenant, Landlord and Tenant must modify this Lease to state the actual Usable Area of the Premises and to adjust Rent downward to reflect the actual Usable Area.

3. RENT; DATE OF OCCUPANCY

3.1 Rent Payment

(a) Tenant agrees to pay, and Landlord agrees to accept, Rent described in § 1.1. Equal monthly installments of Rent are payable on or before the tenth day of the calendar month for which Rent is due. If the Initial Term commences other than on the first day of a calendar month or ends other than on the last day of a calendar month, Rent for such fractional month is prorated. Notwithstanding the second sentence of this paragraph, if the Initial Term commences other than on the first day of a calendar month, Tenant pays the prorated Rent for such partial calendar month concurrently with the payment of the installment for the first full calendar month of the Initial Term.

(b) If any installment of Rent is not paid when due, Landlord is entitled to late-payment interest on the overdue amount in accordance with and subject to G. L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

3.2 Date of Occupancy; Commencement of Rent Obligation

(a) The obligation of Tenant to pay Rent begins on the Date of Occupancy. The Date of Occupancy is the earlier of (a) the 15th day after the Premises are available for Tenant's occupancy, or (b) the day Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises are deemed available for Tenant's occupancy only when (i) Landlord substantially completes all of the Landlord's Improvements (as defined in § 4.1) in accordance with the provisions of this Lease, with only Punchlist Items (as defined in § 4.3) excepted, (ii) Landlord provides Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the Landlord's Improvements are substantially completed in accordance with the Working Drawings approved by Tenant, (iii) Landlord provides Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, (iv) Landlord provides Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, satisfies the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent, as set forth in Exhibit C and the Working Drawings, (v) Landlord provides Tenant with a copy of each other report, drawing, and record that is identified in Exhibit C and required before occupancy, and (vi) Landlord provides Tenant with the certificates of insurance that are required by § 8.2.

(b) Notwithstanding that Landlord meets all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.3 unless Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses before the Completion Date. Tenant agrees to execute a letter to Landlord confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry before Term without Charge

(a) With the prior approval of Landlord, Tenant may enter the Building and Premises before the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture, and fixtures, and otherwise to prepare the Premises for occupancy by Tenant. Landlord must not withhold or delay such approval, provided that Tenant coordinates Tenant's work with the construction of the Landlord's Improvements and any other work being performed by Landlord in the Building so as not to interfere with or increase the cost of such work of Landlord or delay the Completion Date. As a condition of granting such approval, Landlord has the right to require that a representative of Landlord accompany Tenant and Tenant's contractors, and Tenant agrees, on behalf of Tenant and Tenant's contractors, to comply with any and all reasonable directions given by said representative of Landlord.

(b) In order to assist Tenant with Tenant's preparation, move into, and occupancy of the Premises, Landlord must provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment, and services that Tenant reasonably requests. Landlord must provide such information with reasonable promptness, whether before or after commencement of the Term.

4. IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord, at Landlord's sole cost and expense (except as otherwise specifically provided in this Lease), furnishes all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas that the Schematic Space Plan attached as Exhibit B, the Specifications for the Premises attached as Exhibit C, and all other provisions of this Lease require. All alterations and improvements that Landlord makes in or about the Premises are the "Landlord's Improvements."

4.2 Working Drawings

(a) Landlord must cause to be prepared, at Landlord's sole cost and expense, working drawings (the Working Drawings) for the Premises in their entirety, including, without limitation, all of the existing conditions and all of the Landlord's Improvements. The Working Drawings must fix and describe the location, dimensions, and character of the existing conditions and of the Landlord's Improvements, and conform in all respects to Exhibit B, Exhibit C, and all other provisions of this Lease. Without limiting the foregoing, each of the requirements designated "[x]" applies to the Working Drawings:

[ ] An architect, engineer, or both, licensed in the Commonwealth of Massachusetts, as the applicable code requires or the applicable codes require, must prepare and stamp the Working Drawings.

(b) The Working Drawings must specifically include, at a minimum:

[ ] Floor plans identifying room and corridor locations, column locations, partition layout, door and window locations, and structural modifications.

[ ] Electrical plans identifying all panels, devices, and power and telephone system, servers, and photocopiers.

[ ] Voice/data cabling plans identifying the location of all panels, devices, and voice/data outlets, and showing locations with reference to walls, closets, columns, and User Agency's systems furniture telephone system, servers, printers, and photocopiers.

[ ] Security-system plans identifying the location of all system control panels, system entry-control devices, and all other devices and contacts.

[ ] Reflected ceiling plans identifying lighting, HVAC supply and return grilles, and fire-protection devices.

[ ] HVAC plans identifying the size and location of all equipment, piping, ductwork, supply and return grilles, convectors, and radiators.

[ ] Finish schedules and legend of materials, abbreviations, and symbols.

[ ] Fire-protection plans.

[ ] Plumbing plans.

[ ] Furniture plans identifying the location of the User Agency's systems furniture with sufficient detail to enable identification of primary and secondary egress corridors.

(c) The Working Drawings are subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord must submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included in the Working Drawings that Landlord submits, and (iii) requesting Tenant's approval of the Working Drawings. Within ten business days after receipt of the Working Drawings, Tenant must either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, Tenant must be deemed to have approved the Working Drawings.

(d) If Tenant disapproves the Working Drawings, Landlord, within ten business days after notice of disapproval is given, must submit new or corrected Working Drawings to Tenant. Any resubmission is subject to Tenant's review and approval in accordance with the procedure provided in this § 4.2 for an original submission until Tenant fully approves the Working Drawings. Upon Tenant's written full approval of the Working

Drawings, the Working Drawings are deemed incorporated into and made a part of this Lease for all purposes.

(e) At all times, the Working Drawings must conform to good design practice, the requirements of Exhibits B and C, and all other provisions of this Lease. Without limiting the foregoing, Landlord must not make any change in the Working Drawings after Tenant approves the Working Drawings that in any manner reduces the utility, lowers the quality, or affects the appearance of all or any part of the Landlord's Improvements, increases Tenant's cost to use and occupy the Premises, or interferes with Tenant's ability to use and occupy the Premises. Landlord must submit any proposed change in the Working Drawings to Tenant at least three business days before implementing such change. Any material change in the Working Drawings requires Tenant's written approval, which approval is given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease. Landlord requests, and Tenant approves, any proposed change in the Working Drawings in accordance with the procedure provided in this § 4.2 for an original submission.

(f) Notwithstanding any other provision of this Lease, if Tenant requests any change to the Working Drawings or to the Landlord's Improvements that causes an increase in Rent or requires Tenant to pay any additional sum to Landlord or to Landlord's contractors, Landlord must not make such change, and Tenant has no liability for any cost that Landlord or any other party incurs in connection with such change, unless and until Landlord and Tenant execute a written modification of this Lease, specifying such change and the additional rent or other payment that Tenant must make.

(g) It is understood and agreed that Landlord is fully and completely responsible for all aspects of the design, engineering, and construction of the Landlord's Improvements, and for the compliance of the Landlord's Improvements with all applicable codes including, without limitation, building, safety and accessibility codes, and with the provisions of Exhibit C. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements renders Tenant responsible for the design, engineering, or construction of the Landlord's Improvements, or invests Tenant with any responsibility for defects or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

(a) Subject to Tenant Delays and any Force Majeure Event (as defined in § 15), Landlord must substantially complete all of the Landlord's Improvements and make the Premises available for Tenant's occupancy within _____ weeks after delivery of a fully executed counterpart of this Lease to Landlord (the Completion Date). If, at any time, it appears that this deadline will not be met, Landlord must notify Tenant immediately, in writing. Such notice must advise Tenant of each reason for delay and of the Landlord's proposed new Completion Date. The Completion Date may only be modified with Tenant's written agreement. If Tenant agrees in writing with Landlord's proposed new Completion Date, or if Tenant and Landlord agree in writing on a new

Completion Date, the agreed-upon date shall be deemed to be the new Completion Date.

(b) If a Force Majeure Event delays the Completion Date, then the Completion Date, as modified from time to time, must be extended by the actual number of days that a Force Majeure Event delays the Completion Date, but in no event can such extension of the Completion Date for Force Majeure Events exceed 150 days in the aggregate without Tenant's written consent, which Tenant has the right to withhold for any reason or for no reason, in Tenant's sole discretion.

(c) If the Completion Date is delayed due to a Tenant Delay, then the Completion Date, as extended from time to time, must be extended by the actual number of days that such Tenant Delay delays the Completion Date. For the purposes of this Lease, "Tenant Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission continues for a period of more than two business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date:

(i) Tenant's request for special work not included in the Working Drawings that Tenant previously approved or that this Lease otherwise requires; or

(ii) Tenant's request for a change in the Working Drawings that Tenant previously approved; or

(iii) Delays in the delivery, installation, or completion of any work that Tenant or Tenant's contractors perform; or

(iv) Any failure by Tenant to perform any of Tenant's obligations under this Lease.

(d) Such notice must be sent to Tenant in an envelope bearing the following notice printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE OF TENANT DELAY – OPEN IMMEDIATELY

(e) The extension of the Completion Date for Tenant Delays is Landlord's sole and exclusive remedy for Tenant Delays, notwithstanding the provisions of § 16.8 or any other provision of this Lease.

(f) The Landlord's Improvements are substantially complete for the purposes of this Lease only when (i) Landlord performs the work in the Working Drawings approved by Tenant that Landlord is required to perform, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) Landlord makes the water

supply, sewage, heating, ventilating, air conditioning, and electric facilities available to Tenant in accordance with the obligations that Landlord assumes under this Lease, and (iii) Landlord has caused the Premises to be free of debris and construction materials, in a usable and tenantable condition, and cleaned.

(g) Subject to Tenant Delays and Force Majeure Events only, Landlord must cause the Landlord's Improvements to be completed in accordance with the Project Schedule annexed as Exhibit D. Landlord must keep Tenant apprised of the progress of the work that Landlord performs under this Lease. If there is any delay in the progress of the work of five days or more, Landlord must notify Tenant of such delay immediately, regardless of whether Landlord anticipates that such delay causes a delay in the Completion Date. Said notice must advise Tenant of all changes or adjustments in the Project Schedule, the cause of each change or adjustment, and the corrective efforts, if any, that Landlord has made, proposes to make, or both.

(h) If, for reasons other than Tenant Delays or a Force Majeure Event, Landlord does not substantially complete the Landlord's Improvements and make the Premises available for Tenant's occupancy by the Completion Date, as extended, and, notwithstanding Tenant's termination of this Lease as provided in this § 4.3, Landlord must pay any and all costs, fees, and expenses that Tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's Rent under this Lease and the rent that Tenant incurs during the period of delay by Landlord.

(i) If the Landlord's Improvements are not substantially completed within 60 days after the Completion Date, as extended for Tenant Delays, a Force Majeure Event, or otherwise by agreement of Landlord and Tenant, Tenant has, in addition to any other remedies available to Tenant under this Lease, at law, or in equity, the right to terminate this Lease by giving Landlord a written Notice of Termination, which right Tenant can exercise immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this Lease by Tenant does not relieve Landlord of Landlord's obligation to pay Tenant any and all costs, fees, and expenses that Tenant incurs as a result of Landlord's delay in making the Premises available for occupancy by Tenant, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which Tenant is lawfully entitled by reason of Landlord's failure to perform Landlord's obligations.

(j) Notwithstanding Tenant's consent to any extension of the Completion Date, Landlord must promptly complete all Punchlist Items, and in every event, Landlord must complete Punchlist Items no later than 30 days after the Date of Occupancy. For the purposes of this Lease, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Tenant's ability to use and occupy the Premises in accordance with the provisions of this Lease. On or before the Date of Occupancy, Landlord and Tenant must conduct a walk-through of the Premises and must identify, in writing, all Punchlist Items that Landlord must complete.

(k) The construction of the Landlord's Improvements must be (i) coordinated with any work being performed by Tenant, provided that such coordination does not materially

interfere with Landlord's construction schedule, delay the Completion Date, or increase the cost of the Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

4.4 Tenant's Representative, User Agency's Representative, and Authorized Representative

Tenant designates the individuals named in § 1.1 respectively as Tenant's Representative and as User Agency's Representative with respect to matters pertaining to the design and construction of the Landlord's Improvements. Tenant designates _____'s Representative as Authorized Representative, who has full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Authorized Representative has no authority whatsoever to alter, waive, or modify any provision of this Lease, which must only be done in accordance with the provisions of § 16.2. Landlord must deliver the Working Drawings and any requests for changes or modifications to the Working Drawings to both Tenant's Representative and User Agency's Representative. Authorized Representative or Authorized Representative's successor must communicate to Landlord, in writing, Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the design and construction of Landlord's Improvements, and Landlord must rely only upon written communications received from such individuals with respect to the design and construction of Landlord's Improvements unless Tenant otherwise notifies Landlord in writing. Any other notice to Tenant authorized by this Lease shall be given in accordance with Article 14 of this Lease.

5. LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes

Landlord warrants and represents:

(a) Landlord has record title to the premises (or if this Lease is a sublease, Landlord warrants and represents that Landlord holds a current and valid lease of the premises) of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements or the use of the Premises for the Permitted Uses (or the sublease of the Premises if this Lease is a sublease).

(b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Lease is a sublease.

(c) Landlord has full legal capacity to enter into this Lease.

(d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

(e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.

(f) Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

(g) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.

(h) If the status of any warranty and representation by Landlord in this § 5.1 changes or ceases to be accurate during the Term, Landlord must notify Tenant in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Tenant all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Tenant.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents:

(a) Landlord must deliver the Premises to Tenant in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

(b) Throughout the Term, Landlord must maintain the Premises in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must

be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

(c) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Landlord, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Landlord has the right to defer compliance so long as Landlord contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with Tenant's use of the Premises for the Permitted Uses, subject Tenant or Tenant's employees or invitees to any increased risk of injury to their persons or property, adversely affect any other right of Tenant under this Lease, or impose any additional obligation upon Tenant.

5.3 Quiet Enjoyment

(a) Landlord warrants and covenants that as long as there is no Event of Default (as defined in § 9.1) by Tenant under this Lease, Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.

(b) At reasonable times and without unreasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord and Landlord's agents have the right to enter the Premises to make repairs or to view the Premises. Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax), or by email to LeasingForms.DCAMM@mass.gov, in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48-hour notice in the case of an emergency affecting the Premises.

(c) Landlord has the right to enter for the purpose of showing the Premises to prospective tenants only during the last six months of the Term. Landlord must notify Tenant (Landlord has the right to give such notice by telecopier (fax), or by email to LeasingForms.DCAMM@mass.gov, at least 24 hours before showing the Premises to prospective purchasers, tenants, or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

(a) During the Term, Landlord must promptly correct, repair, or replace any defective aspects of the Landlord's Improvements of which Landlord becomes aware after the Date of Occupancy (Latent Defects).

(b) Subject to Landlord's obligation to correct Latent Defects, Landlord must keep and maintain the Premises, including, without limitation, all equipment and fixtures that Landlord furnishes as part of the Landlord's Improvements (whether located within or outside of the Premises) in such good repair, order, and condition as the same are in at the beginning of the Term, reasonable wear and tear, damage that fire or other casualty causes (except as provided in § 7.1), and damage that Tenant's negligence, Tenant's breach of this Lease, or Tenant's willful misuse causes excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Landlord's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Landlord must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as are necessary to keep them in good condition.

(c) Landlord must make routine repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building within five business days after Landlord discovers or Tenant notifies Landlord or Landlord's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. A routine repair, correction, or replacement is any repair, correction, or replacement that is not an emergency repair, correction, or replacement as defined in § 5.4 (d).

(d) Landlord must make emergency repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building immediately upon Landlord's discovery of or Tenant's notice to Landlord or to Landlord's authorized representative of the condition requiring repair, correction, or replacement. An emergency repair, correction, or replacement is any repair, correction, or replacement that is required to remove an immediate threat to the life, health, or safety of any person or property upon the Premises or the appurtenant areas described in § 2.1.

(e) Landlord must complete all repairs, corrections, and replacements (i) at Landlord's sole cost and expense, except as provided by this § 5.4, (ii) in a good and workmanlike manner, (iii) with respect to repairs, corrections, and replacements of the Premises and the Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.

(f) In (i) scheduling and carrying out the repairs that this Lease requires, (ii) making any optional repairs, alterations, or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Landlord must make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days**,** Rent for each succeeding day

must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

5.5 Delivery of Services and Utilities

Landlord must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C, at its sole cost and expense.

From time to time, Tenant may request, in writing, that Landlord furnish additional janitorial or other services, utilities, facilities or supplies for the Premises (Additional Services). Upon its receipt of such a request, Landlord will provide Tenant with an estimated cost for the requested Additional Services. If Tenant notifies Landlord in writing of Tenant's approval of the estimated cost of the Additional Services, Landlord must promptly cause the Additional Services to be provided. Upon completion of the Additional Services, Landlord must send to Tenant an invoice for the lesser of (i) the actual costs of the Additional Services, or (ii) the estimated cost of the Additional Services. Tenant must pay the invoice amount to Landlord within 45 days after Tenant's receipt of the invoice, as additional rent.

5.6 Hazardous Substance

(a) Landlord represents that Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or transported to, from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. For purposes of this Lease, Hazardous Substance means (i) any "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "hazardous pollutant," or "toxic pollutant," oil, asbestos, urea formaldehyde foam insulation, or "solid waste," as presently defined or otherwise denominated as hazardous, toxic, or a pollutant or a special waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as modified from time to time (42 U.S.C. 9601 et seq.) (CERCLA), the regulations promulgated under CERCLA, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substance or material that is incorporated in or added to the definition of "hazardous substance" for the purposes of such laws; (iii) a substance listed in the United States Department of Transportation Table (49 CFR 172.101, as modified) or by the Environmental Protection Agency (or any successor agency) as a hazardous substance (40 CFR Part 302, as modified); (iv) any hazardous waste or solid waste, as defined in the Resource Conservation and Recovery Act of 1976, as modified by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste, or substance that is (A) petroleum, (B) asbestos or an asbestos-containing material, (C) polychlorinated biphenyls, (D) urea-formaldehyde (UFFI) or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act (33 U.S.C. 1251 et seq.), or listed pursuant to § 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosive; or (H) radioactive material; and (vi) any additional substance or material that is considered to be a "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "solid waste," or regulated substance or material

(including, without limitation, any asbestos-containing material) under any state, federal, or local law, rule, or regulation governing health, safety, natural resources, or the environment relating to the Premises, the Building, or the land upon which the Building is located, including, without limitation, G. L. c. 21E (being the Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous material promulgated thereunder, G. L. c. 21C, Title 5 of the State Environmental Code, G. L. c. 111, 150A, and any hazardous and inflammable substance regulated under G. L. c. 148. Each reference in this Lease to law, a rule, a regulation, etc., whether specific or general, is to law, a rule, a regulation, etc., that is currently in effect, as modified or supplemented.

(b) Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, the Building, or the land upon which the Building is located, or to migrate toward the Premises, the Building, or the land upon which the Building is located, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

(c) Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises, Building, or land upon which the Building is located (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.

(d) Landlord must indemnify, save harmless, and defend, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Tenant from all liability, claim, or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance (i) on or under the Premises, the Building, or the land upon which the Building is located before the Date of Occupancy, or (ii) after such date with respect to any Hazardous Substance that Landlord, Landlord's employees, agents, independent contractors, or invitees (that include, for the purposes of this §

5.6, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving a Hazardous Substance in breach of Landlord's obligations in this § 5.6) release(s) or place(s) on or under the Premises, the Building, or the land upon which the Building is located. This indemnity survives termination of this Lease. Promptly upon discovery, Tenant must notify Landlord in writing of any facts or circumstances that give rise to any claim by Tenant.

6. TENANT'S COVENANTS

6.1 Use of Premises

(a) Tenant must use the Premises only for the Permitted Uses set forth in § 1.1, provided, however, that Tenant has the right to use the Premises for other purposes if such use (i) is compatible with the other uses of the Building, (ii) does not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) does not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) that this Lease requires or any other services currently provided to tenants of the Building, and (iv) is otherwise compatible with all other obligations of Tenant under this Lease.

(b) Tenant must not cause or permit any nuisance in the Building and must not conduct any activity within the Premises or Building that interferes with the rights of other tenants or occupants of the Building.

(c) Tenant covenants and agrees that Tenant must not do or permit anything to be done in or upon the Premises or Building, or bring anything on the Premises or Building that increases the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses, or that voids such insurance. Tenant further agrees that if Tenant does any of the foregoing, Tenant must promptly pay to Landlord, on demand, any resulting increase as additional rent, or Tenant must cease all activities that cause the increase or the voiding.

6.2 Care of Premises

Tenant must not injure, deface, or commit waste in the Premises or any part of the Building. Tenant must exercise reasonable care to ensure that all systems, fixtures, and equipment that Landlord installs are used only for their respective intended purposes and that the electrical, mechanical, and structural systems of the Building and the Premises are not overloaded. Tenant must notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

6.3 Hazardous Substance

(a) Tenant agrees that Tenant must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about the Premises, or to be transported to, from, or across the Premises.

(b) Nothing in this Lease prohibits Tenant from using minimal quantities of cleaning fluid and office or household supplies that constitute(s) a Hazardous Substance but are customarily present in and about premises used for the Permitted Uses, provided that Tenant's use, including storage and disposal of such cleaning fluid and office or household supplies, is in compliance with all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

(c) If Tenant or Tenant's employees, agents, independent contractors, or invitees cause(s) the release or threatened release of any Hazardous Substance from the Premises, Tenant must promptly notify Landlord and, without cost to Landlord, take such action, or cause others to take such action, as is necessary to assess, remediate, or remove any Hazardous Substance, as and to the extent required by all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

6.4 Compliance with Applicable Laws and Removal of Liens

Tenant must comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Landlord's rules and regulations that are set forth in this Lease or that Landlord establishes, provided that they do not conflict with the provisions of this Lease, and further provided that they are delivered to Tenant and to the User Agency in the manner required for notices. Tenant has the right to defer compliance so long as Tenant contests in good faith the validity of any such law, order, or regulation by appropriate legal proceedings and first gives Landlord appropriate assurance, reasonably satisfactory to Landlord, against any loss, cost, or expense on account of such deferral, and provided that such contest must not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant must not cause or allow any liens of any kind to be filed against the Premises. If any liens are filed, within 15 days after receiving written notice of such filing, Tenant, at Tenant's sole cost and expense, must take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Landlord.

6.5 Assignment and Subletting

(a) Tenant must not assign, sublet, mortgage, pledge, or encumber this Lease (the result of any such action being referred to as a "Transfer") without Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord and Tenant agree that Landlord has the right to withhold Landlord's consent to any proposed Transfer to a transferee who, by reputation, financial strength, or expected use, is not compatible with the other tenants in the Building, or whom Landlord, in Landlord's reasonable business judgment, does not deem to be an acceptable credit risk. By valid written instrument, any transferee must expressly assume, for the transferee and the transferee's successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant

under this Lease. Following such transfer, Tenant has no further obligations of Tenant under this Lease.

(b) Any request by Tenant for Landlord's consent to a Transfer must include (i) the name of the proposed transferee; (ii) the nature of the transferee's business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed transferee; and (iv) the provisions of the proposed Transfer. Tenant must promptly supply such additional information about the proposed Transfer and transferee as Landlord reasonably requests. Landlord also has the right to meet and interview the proposed transferee.

(c) Landlord must advise Tenant in writing whether or not Landlord consents to a proposed Transfer within 30 days of receiving Tenant's request for such consent. If such consent is withheld, Landlord must specify the reasons, in writing, to Tenant. If Landlord fails to so notify Tenant within said time period, Landlord is deemed to have given Landlord's consent to the proposed Transfer.

(d) The express or implied consent by Landlord to any Transfer does not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.

(e) As used in this Lease, "assign" or "assignment" includes, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

(f) Notwithstanding any contrary provisions of this § 6.5, in connection with any proposed Transfer, Landlord has the right to cancel and terminate this Lease if Tenant's request is to assign the Lease or to sublet more than 80% of the Premises; or, if Tenant's request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed duration of the sublease. Landlord must exercise this right in writing within 30 days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case, such cancellation or termination must occur as of the effective date of the proposed Transfer. In such event, Tenant must permit Landlord to enter into a direct lease with the proposed transferee.

(g) Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in § 1.1, or the substitution of another agency of state government for the User Agency named in § 1.1, is not a Transfer, provided that the Premises continue to be used for the Permitted Uses. Nevertheless, Tenant must advise Landlord, in writing, if any agency of state government other than the User Agency named in § 1.1 uses or occupies all or any portion of the Premises, or if there is a substitution of any agency of state government for the User Agency named in § 1.1.

6.6 Alterations and Additions

(a) Tenant has the right to make non-structural alterations or additions to the Premises (Tenant Alterations), provided that Tenant must first obtain Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord has the right to withhold Landlord's consent to

any proposed Tenant Alterations that would violate any law, ordinance, code, or regulation of governmental authorities with jurisdiction, or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building.

(b) As a condition to giving Landlord's consent to Tenant Alterations, Landlord has the right to require that Tenant remove all or a portion of Tenant Alterations at the expiration or earlier termination of this Lease, provided that Landlord must designate all such items to be removed at the time Landlord gives Landlord's consent.

(c) As a further condition for Landlord's consent, Landlord has the right to require that, before the commencement of the work, Tenant submit to Landlord, for Landlord's approval, plans and specifications that reasonably identify and describe proposed Tenant Alterations. Landlord must review Tenant's plans and specifications, and inform Tenant, in writing, of Landlord's approval or disapproval within ten business days after submission by Tenant. If Landlord disapproves, Landlord must identify, in writing, each reason for disapproval and identify, in writing, each modification that must be made by Tenant in order to obtain Landlord's approval. If Landlord fails to so inform Tenant of disapproval within ten business days after submission by Tenant or fails to so identify each modification that is necessary to obtain Landlord's approval, Tenant's plans and specifications are deemed approved.

(d) Tenant must (i) do all such Tenant Alterations at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) complete all such Tenant Alterations in accordance with any plans and specifications that Landlord approves and in a good and workmanlike manner, with materials in quality at least equal to the then-present construction, (iii) cause contractors that Landlord approves to perform all such Tenant Alterations, provided that Landlord's approval is not required for any contractor that Tenant selects pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) perform and complete all such Tenant Alterations in compliance with all applicable laws, ordinances, codes, and regulations of governmental authorities, and with regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) perform and complete all such Tenant Alterations at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. Landlord's approval of any plans and specifications, or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

(e) At all times during the construction of any Tenant Alterations, Tenant must cause Tenant's contractors and any subcontractors to maintain Workers' Compensation insurance covering the persons employed in connection with such Tenant Alterations as required by law and, if the estimated construction cost of such Tenant Alterations exceeds $25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant, with limits that Landlord reasonably establishes, to protect against the risks or nature of the construction to be undertaken, or with limits customarily carried in connection with similar work undertaken in

buildings similar to the Building in the same locality, and (ii) such builders-risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts that Landlord reasonably deems necessary. Tenant must not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained, and certificates evidencing such coverage have been delivered to and approved by Landlord. Each insurance policy must be with a company authorized to do business in Massachusetts and must provide that Landlord be given at least 20 days prior, written notice of any alteration or termination of coverage.

(f) Landlord has the right to inspect the work as the work progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant must not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant, and Tenant must promptly cause any such lien to be released of record or bonded off without cost to Landlord.

(g) All Tenant Alterations must remain the exclusive property of Tenant until Tenant vacates the Premises. At any time, at Tenant's sole option, Tenant has the right to remove any Tenant Alteration and restore the Premises to the same conditions as before the Tenant Alteration, reasonable wear and tear, and damage by fire or other casualty, excepted. Any Tenant Alteration remaining on the Premises after Tenant vacates the Premises becomes the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

At the expiration or other termination of this Lease, Tenant must remove all of Tenant's effects from the Premises. Tenant must surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the Premises, as set forth in this Lease, reasonable wear and tear, and damage by fire or other casualty, excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises becomes the property of Landlord. If Landlord removes and disposes of any remaining property, Tenant agrees to pay the reasonable costs of removal and disposal, less any salvage value that Landlord actually recovers, provided that such claim is submitted to Tenant, in writing, within 30 days after Tenant vacates the Premises

7. CASUALTY; EMINENT DOMAIN

7.1 Fire or Other Casualty

(a) If fire or other casualty damages the Premises or any other portion of the Building to which Tenant has appurtenant rights under § 2.1 (and that is necessary for reasonable access to or egress from the Premises, or for Tenant's use and enjoyment of the Premises, as this Lease contemplates), then, subject to the next paragraph, Landlord must proceed with diligence to establish and collect all valid claims that arise against insurers and any other potentially responsible party, based upon any such damage and, subject to the then applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to repair such damage or

destruction and to restore the Premises and Building to their condition before such casualty, at Landlord's sole expense. Notwithstanding the forgoing, Landlord has no duty to repair any damage to any Tenant Alterations unless the damage was caused by the negligence, breach of this Lease, or willful misconduct of Landlord.

(b) Notwithstanding the preceding paragraph, if either Landlord or Tenant determines, in Landlord's or Tenant's commercially reasonable business judgment, that Landlord cannot be expected to repair the damage to the Premises or to the Building within 150 days from the date of the fire or other casualty, due to the character of such damage, or if the remainder of the Term is less than one year, then either Landlord or Tenant has the right to terminate this Lease. Tenant also has the right to terminate this Lease if Landlord, having notified Tenant of Landlord's intention to repair the damage to the Premises or Building, as provided in this Lease, fails to complete such repairs within 150 days after a fire or other casualty. If neither Landlord nor Tenant exercises a right to terminate this Lease, as provided in this § 7.1, Landlord must provide Tenant with substitute Premises for the affected portion of the Premises for no additional Rent, sufficient and adequate for Tenant to conduct business in a commercially reasonable manner, and must bear any relocation expenses incurred by Tenant for relocation from the original Premises to the substitute Premises, and back to the original Premises, provided that Tenant must continue to pay the Rent.

(c) The rights of Landlord and Tenant to terminate this Lease if there is a fire or other casualty are subject to the following notice provisions: If Landlord elects to terminate this Lease in accordance with the preceding paragraph, Landlord must notify Tenant of Landlord's election within 30 days after the occurrence of a fire or other casualty. If Tenant elects to terminate this Lease in accordance with the preceding paragraph, Tenant must notify Landlord of Tenant's election to terminate this Lease: (i) within 30 days after the occurrence of a fire or casualty; (ii) within 30 days after the expiration of the 150-day period given to Landlord to repair the Premises if this Lease is not terminated and Landlord fails to complete such repair within said 150-day period; or (iii) during said 150-day period if Tenant determines, in its reasonable judgment, that Landlord is not exercising reasonable due diligence to complete such repair within said 150-day period. Any such termination of this Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless so terminated, this Lease remains in full force and effect, subject, however, to other provisions of this § 7.1.

(d) If any damage to the Premises or the Building, or if Landlord's repair of either or both (i) renders any part of the Premises unfit for Tenant's use and occupancy or otherwise prevents Tenant's use and occupancy of such part of the Premises, or (ii) causes a material cessation or reduction in Landlord's Services (as identified in Exhibit C) under this Lease, and (iii) Tenant continues to use and occupy the unaffected portion of the Premises, a proportionate amount of Rent must be abated (unless Tenant has been relocated to substitute premises as set forth in (b) above) until the affected portion of the Premises, Landlord's Services, or both has or have been restored as required under this Lease unless Tenant has relocated to substitute premises as provided by § 7.1 (b).

7.2 Eminent Domain

(a) If all or any substantial part of the Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this Lease terminates at Landlord's election, which Landlord has the right to make notwithstanding the divestiture of Landlord's entire interest in the Building. Tenant has the right to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if Landlord reconstructs the Premises and Building to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines, in Tenant's reasonable business judgment, that Landlord cannot reasonably be expected to complete, within 150 days from the date of the Taking, any reconstruction of the Premises, of the Building, or of both that is necessary for Tenant's use and occupancy of the Premises in accordance with the provisions of this Lease, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within 150 days after the Taking.

(b) The foregoing rights of Landlord and Tenant to terminate this Lease if there is a Taking is subject to the following notice provisions: Within 30 days after a Taking of all or a substantial part of the Premises or the Building, Landlord must notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate the Lease within 30 days after the Taking, or within 30 days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period. Any such termination of the Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless terminated pursuant to the foregoing provisions, this Lease remains in full force and effect, subject, however to other provisions of this § 7.2.

(c) If Landlord does not terminate this Lease after a Taking, or if the Taking effects less than all or a substantial part of the Premises or the Building, Landlord must proceed with diligence to establish and collect all valid claims that arise against the Taking authority or others and, subject to the then-applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to restore the Premises and the Building, or their remains, as nearly as practicable to their condition before such Taking, at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.

(d) If any Taking of the Premises or the Building or if Landlord's restoration of either or both (i) reduces the Usable Area of the Premises, (ii) renders any part of the Premises unfit for Tenant's use and occupancy, or otherwise materially interferes with Tenant's use and occupancy of the Premises, or (iii) causes a material cessation or reduction in Landlord's Services under this Lease (even if Tenant continues to use and occupy the Premises), Rent or a just portion of Rent must be abated until the Premises or their remains, such services, or all of them are restored, as this Lease requires. In the case of a Taking that reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord's Services on a permanent basis, a just portion of Rent must be abated for the remainder of the Term.

(e) Landlord reserves all rights to any damages or compensation payable by reason of any Taking, and Tenant grants to Landlord all of Tenant's rights to such damages or compensation, and covenants to execute and deliver such further instruments as Landlord requests from time to time in order to obtain such damages or compensation, provided, however, that Tenant reserves for Tenant any award specifically reimbursing Tenant for moving or relocation expenses, and any other award, the payment of which does not diminish the amounts otherwise payable to Landlord.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Landlord must indemnify, save harmless, and defend Tenant from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that Tenant incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that Tenant employs. This indemnity survives the Expiration Date.

8.2 Insurance Coverage to be Maintained by Landlord

(a) At all times after the Date of Occupancy and during the Term, Landlord, at Landlord's sole cost and expense, must keep in force one or more commercial general liability insurance policy(ies) insuring Landlord against all claims and demands for personal injury or damage to property that are claimed to have occurred upon or about the Premises, Building, or appurtenant areas. The policy(ies) must be written on an occurrence basis to provide protection in an aggregate amount not less than $2,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring Landlord's performance of the indemnity agreement set forth in § 8.1. This policy also must name Tenant as an additional insured, but only if (i) Tenant occupies at least 20% of the tenanted portion of the Building using Landlord's generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.

(b) Landlord also must maintain casualty insurance for the Building (including all fixtures and equipment that Landlord installs, and all alterations and additions that Landlord makes) insuring Landlord against loss or damage that fire and other risks, which are customarily contemplated by "all-risks" endorsements of insurance policies, cause (with such additional endorsements as are necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris removal, and demolition), in an amount

equal to 100% of the replacement cost of the Building and the Building's fixtures and equipment.

(c) At all times during the Term, Landlord must maintain, and must cause Landlord's contractors and any subcontractors to maintain, Workers' Compensation insurance, as required by law, covering each person who is employed by Landlord, and by Landlord's contractors and any subcontractors, to provide labor, services, or both in connection with the Premises, the Building, the property on which the Building is situated, or in connection with any combination of two or more of the Premises, the Building, and the property on which the Building is situated.

(d) Landlord must take out each insurance policy with insurers qualified to do business in the Commonwealth, and each such insurance policy must have only such deductibles as are reasonable and customary.

(e) On or before the Date of Occupancy, Landlord must provide Tenant with a certificate of insurance, in a form reasonably satisfactory to Tenant, for each required policy of insurance, and must provide Tenant with a certificate evidencing renewal of each such policy at least 20 days before the policy's expiration. If Tenant is named as an additional insured under Landlord's commercial general liability insurance policy, Landlord must provide Tenant with an endorsement issued by the underwriter showing Tenant as an additional insured under the policy and providing that the policy must not be canceled, terminated, reduced, or changed in any material respect without at least 20 days prior written notice to Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that this Lease does not require Tenant to procure or maintain insurance of any kind for payment of damages to Landlord or to any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of § 13.1, the provisions of G. L. c. 258 and any successor statute govern Tenant's liability for injuries to persons or property.

8.4 Tenant's Personal Property; Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Tenant, and of all persons claiming by, through, and under Tenant, that, during the Term, are on the Premises or in the Building are at the sole risk and hazard of Tenant, except for damage or loss caused by Landlord's negligence, breach of this Lease, or willful misconduct. If fire, water, or other casualty destroys or damages the whole or any part of such personal property, no part of such loss or damage is to be charged to or to be borne by Landlord unless such loss or damage is due to the negligence, breach of this Lease, or willful misconduct of Landlord.

8.5 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any

insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Lease, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

9. DEFAULT

9.1 Event of Default by Tenant

Each of the following is an "Event of Default" by Tenant:

(a) Tenant fails to pay, when due, any sum of money due to Landlord by Tenant under this Lease, whether such sum is an installment of Rent or any other payment or reimbursement, and such failure continues for a period of ten business days after written notice from Landlord.

(b) Tenant fails to comply with any other obligation or covenant of Tenant under this Lease, and fails to cure such failure within 30 days after receiving written notice from Landlord specifying such failure, or for those failures that cannot be cured within such 30-day period, if Tenant fails to commence such cure within such 30-day period and thereafter fails to diligently pursue such cure to completion.

(c) Any warranty, representation, or statement that Tenant makes in this Lease is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

(a) Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in § 9.3 and any other remedies available to Landlord at law or in equity, Landlord has the right to terminate this Lease upon not less than 60 days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant that poses an immediate threat to the health or safety of persons or property, Landlord has the right to reduce said 60-day notice period to ten days. Upon such termination, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant must then quit and surrender the Premises to Landlord as provided in § 6.7, but Tenant remains liable for damages arising out of such Event of Default, as provided in this Lease.

(b) Upon termination of this Lease by Landlord pursuant to this § 9.2, Tenant must pay to Landlord Rent payable by Tenant to Landlord up to the Expiration Date, and Tenant remains liable for any breach of Tenant's obligations under this Lease occurring before

the Expiration Date. In addition, Tenant is liable to pay Landlord, as damages, the aggregate of Rent remaining in the Term.

(c) Tenant must pay Rent in the same manner, to the same extent, and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Landlord must credit Tenant with the net rents that Landlord actually receives from a reletting of the Premises. Net rents must be determined by deducting from the gross rents, as and when Landlord receives the gross rents from such reletting, the reasonable expenses that Landlord incurs or pays in terminating this Lease and the reasonable expenses that Landlord incurs or pays in connection with the reletting of the Premises that are allocable to the Term. In no event is Tenant entitled to receive any excess of such net rents over the sums that Tenant must pay to Landlord under this Lease. If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord must take all reasonable steps to mitigate Landlord's damages, including making reasonable efforts to relet the Premises for a period that is equal to, shorter, or longer than the Term.

9.3 Cure by Landlord

If Tenant fails to perform any of Tenant's obligations, agreements, or covenants under this Lease, and if Tenant does not cure such failure within 30 days after written notice from Landlord specifying the failure or, for those failures that are incapable of being cured within such 30-day period, if Tenant fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion, Landlord, at Landlord's sole option, without waiving or limiting any claim for damages, and at any time thereafter, has the right to perform such obligation of Tenant, provided that Landlord, after notice to Tenant (including telephonic notice), has the right to cure any such failure before the expiration of the waiting period described above if the curing of such breach before the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure Tenant's failure to perform, such sums paid or obligations incurred, to the extent they are reasonable, are due from Tenant to Landlord as additional rent. Landlord must deliver to Tenant an itemized statement of all costs that Landlord incurs to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Tenant must pay any additional rent due by reason of such costs with the second installment of Rent due after Landlord delivers such statement to Tenant.

9.4 Event of Default by Landlord

Each of the following is an "Event of Default" by Landlord:

(a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within 30 days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion.

(b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant has the remedies described in § 9.6, if applicable, given the nature of the Event of Default, and any other remedy available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause or causes of such Event of Default within 30 days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord's obligations under this Lease occurring before such Expiration Date, and Tenant is required to comply with the provisions of § 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within 30 days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord's failure to perform as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, are deemed paid or incurred on behalf of Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant must deliver to Landlord an itemized statement of all costs that Tenant incurs to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Landlord must promptly pay any outstanding bills for labor, materials, or both, and, within 30 days of Tenant's demand, must reimburse Tenant for any amount that Tenant pays on behalf of Landlord. If Landlord fails to reimburse Tenant within such period, Tenant has the right to deduct the amount from the next or any succeeding payments of Rent due under this Lease.

9.7 Remedies Cumulative

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other, and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

10. MORTGAGE PROVISIONS

10.1 Recognition

As a condition precedent to Tenant's execution of this Lease, Landlord must cause each bank, insurance company, governmental agency, or other financial institution, which is a holder of the lien of any existing mortgage upon the Premises, to join Landlord and Tenant in the execution and delivery of the then-current *Commonwealth of Massachusetts Recognition, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof. If Landlord does not satisfy such condition precedent in the prescribed manner, then Landlord thereby represents to Tenant that there is no such existing mortgage, with the express understanding that Tenant relies on such representation as a material representation inducing Tenant to execute this Lease.

10.2 Subordination

In the event that Landlord obtains any future mortgage(s) upon the Premises that is (are) held by a bank, insurance company, governmental agency, or other financial institution (or more than one), Landlord must request that Tenant subordinate this Lease and its lien to the lien of such future mortgage(s), and Tenant must subordinate this Lease and its lien to the lien of such future mortgage(s), provided that Landlord and the holder(s) of such mortgage(s) executes and delivers to Tenant the then-current *Commonwealth of Massachusetts Subordination, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof.

10.3 Estoppel Certificate

Within 20 business days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant must execute and deliver to Landlord a certificate in the form of the then-current *Commonwealth of Massachusetts Tenant Estoppel Certificate* that indicates any then-existing exceptions.

11. HOLDING OVER

If Tenant or anyone claiming under Tenant remains in possession of the Premises or of any part of the Premises after the expiration of the Term without any agreement in writing between Landlord and Tenant with respect to such possession, then before Landlord's acceptance of Rent, the person remaining in possession is deemed a tenant-at-sufferance. After Landlord's acceptance of Rent, such person is deemed a tenant-from-month-to-

month, subject to the provisions of this Lease insofar as the same are applicable to a tenant-from-month-to-month. However, Tenant agrees that Landlord has the right to accept any Rent that Tenant tenders after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord has for a higher fair-market rent for the Premises, provided that Landlord must give Tenant written notice of such claim *before* acceptance of Rent. Nothing in this § 11 is to be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

12. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

12.1 Tenant's Obligations Subject to Appropriations and Authorizations

The fiscal year of the Commonwealth is the 12-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, § 27, the obligations of Tenant under this Lease, and under any modification, extension, or renewal of this Lease for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency.

12.2 Termination of Lease for Lack of Appropriations and Authorizations

If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant's obligations under this Lease are not appropriated and authorized, or if, during any fiscal year during the Term, funds for the discharge of Tenant's obligations under this Lease are reduced pursuant to G. L. c. 29, § 9C, then Tenant has the right to terminate this Lease by written notice to Landlord without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant must pay all Rent and any other charges due to Landlord for the period before Tenant's surrender of the Premises, and that Tenant must comply with the provisions of § 6.7 of this Lease.

13. PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee, or consultant of the Commonwealth of Massachusetts is ever personally liable to Landlord, or to any successor-in-interest to Landlord, or to any person claiming through or under Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of Tenant's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Tenant under this Lease, or on any claim, cause, or obligation whatsoever under this Lease. To the extent permitted by law, Tenant shall not be liable for any incidental, indirect, special, or consequential damages in connection with its obligation under, or any action taken by Tenant or any person acting on behalf of Tenant in connection with this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Landlord is ever personally liable to Tenant, or to any successor-in-interest to Tenant, or to any person claiming through or under Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of Landlord's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease, or on any claim, cause, or obligation whatsoever under this Lease. Tenant must look solely to Landlord's interest in the Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Premises, the Building, and said land for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph limits any right that Tenant otherwise has to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant is entitled under this Lease. In addition, nothing in this § 13.2 limits the recourse of Tenant on account of willful fraudulent conduct. To the extent permitted by law, Landlord shall not be liable for any incidental, indirect, special, or consequential damages in connection with its obligation under, or any action taken by Landlord or any person acting on behalf of Landlord in connection with this Lease.

14. NOTICE

14.1 Notice

(a) Unless otherwise expressly permitted under this Lease, all notices or other communication required or permitted to be given under this Lease must be in writing, signed by a duly authorized representative of the party giving notice and given by hand delivery (including, without limitation, courier and overnight-delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.

(b) Unless otherwise expressly stated in this Lease, notices must be addressed and sent to Landlord at the address appearing for Landlord in § 1.1 and to Tenant addressed to the Tenant's Representative named in § 1.1 at the address appearing for Tenant set forth in § 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Tenant.

(c) Under this § 14, Landlord and Tenant, at any time and from time-to-time, has the right to designate a different address or different addresses to which notices must be sent.

(d) All notices given in accordance with §§ 14.1 (a), 14.1 (b), and 14.1 (c) are deemed given, for all purposes, (i) when received if delivered by hand, (ii) five days after being deposited in the United States Mail, postage prepaid, return receipt requested, or (iii) on the first day (other than a Saturday, Sunday or legal holiday) after being delivered to the courier service before the cut off time of such service for overnight delivery.

14.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Landlord or Tenant is deemed under this Lease to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN ____ DAYS RESULTS IN AUTOMATIC APPROVAL.

15. FORCE MAJEURE

Whenever this Lease requires performance on or by a fixed date, or within a fixed time or a reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation (including any delay in the payment of Rent caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAMM), weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a Force Majeure Event) delays performance, the time for performance must be extended for a period that is equal to the duration of the delay.

16. MISCELLANY

16.1 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between Landlord and Tenant with respect to this Lease.

16.2 Changes in Lease

The provisions of this Lease must not be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this Lease and approved as required by law. No such instrument is void for lack of a recital of consideration.

16.3 Binding Agreement

This Lease binds and inures to the benefit of the parties to this Lease and to their respective representatives, successors, and assigns. All provisions of this Lease must be construed as covenants running with the land.

16.4 Governing Law

This Lease must be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in which the Commonwealth of Massachusetts, the User Agency, or DCAMM is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.5 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease does not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of a violation. No provision of this Lease is deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

16.6 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Landlord or Tenant in connection with the procurement or consummation of this Lease.

16.7 Rights and Remedies not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy precludes Landlord or Tenant from exercising any other right, having any other remedy, or maintaining any action to which Landlord or Tenant otherwise is entitled, either at law or in equity.

16.8 Accord and Satisfaction

Acceptance by Landlord of a lesser sum than Rent then due must not be deemed to be other than on account of the earliest installment of such Rent due, and any endorsement or statement on any check of Landlord or Tenant, or any letter accompanying any check or payment from either Landlord or Tenant to the other, must not be deemed an accord and satisfaction, and Landlord and Tenant each has the right to accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.9 Debarred or Suspended Contractors

Landlord must not accept bids or proposals from, or enter into any contract with, any person or firm for the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts, with the government of the United States of America, or with both under any applicable statute or regulation, or is subject to a stop-work order issued by any governmental authority with jurisdiction under any applicable statute or regulation. Landlord must require each person and firm with whom Landlord contracts for the construction, repair, or maintenance of the Premises to agree with Landlord not to accept bids or proposals from, or enter into or continue any contract with, any such debarred or suspended person or firm, or from or with any person or firm subject to any such stop-work order, for all or any part of the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises, and Landlord must strictly enforce each such agreement.

16.10 Time of Essence

Time is of the essence to this Lease and to each of its provisions.

16.11 Affirmative Action; Non-discrimination in Hiring and Employment

Landlord must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Landlord commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

16.12 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then Landlord and Tenant are relieved of all obligations under that provision (or the application of that provision under circumstances in which that provision is illegal or unenforceable), provided, however, that the remainder of this Lease must be enforced to the fullest extent permitted by law.

16.13 Notice of Lease

Upon the request of Tenant, Landlord must execute and deliver to Tenant a recordable notice of this Lease.

16.14 No Agreement until Signed

No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord and by the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (the Commissioner of the Division of Capital Asset Management and Maintenance is joined by an authorized representative of the User Agency as an adjunctive signatory), and delivery is made by and to each.

16.15 State Employees Barred from Interest

No official, employee, or consultant of the Commonwealth of Massachusetts must ever have any personal interest, direct or indirect, in this Lease or in Landlord, or participate in any decision relating to this Lease that affects the personal interest of such official, employee, or consultant, or that affects the interest of any corporation, partnership, or association in which such official, employee, or consultant is, directly or indirectly, interested.

16.16 Paragraph Headings

The paragraph headings in this Lease are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this Lease.

16.17 Counterparts

This Lease is executed in multiple counterparts, each such counterpart is an original for all intents and purposes, and all such counterparts together constitute one and the same Lease.

16.18 Rider, Exhibits, and Other Accompanying Documents

Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," each rider, exhibit, and other accompanying document is an integral part of this Lease for all lawful intents and purposes.

The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

In the event that Landlord assigns or sells its interest in this Lease, the assignee or purchaser will be required to execute and deliver certain documents including, without limitation, "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" in order to receive Rent payments under this Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Adam Baacke, Commissioner, who certifies, under penalties of perjury, that he has fully complied with the advertising requirements of G. L. c. 7C, § 36, in connection with the property described in this document.

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

_____

Office of the General Counsel
Division of Capital Asset Management and Maintenance

RIDER TO LEASE

DATE OF LEASE:

LANDLORD:

TENANT: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, [the USER AGENCY]

BUILDING (ADDRESS):

PREMISES:

Modify this Lease as follows:

NOTE: THE FINAL PROVISION OF THE RIDER TO LEASE MUST BE ON THE PAGE THAT IMMEDIATELY PRECEDES THE SIGNATURE PAGE OF THE RIDER TO LEASE. THE BOTTOM OF THE PAGE THAT IMMEDIATELY PRECEDES SUCH SIGNATURE PAGE MUST STATE:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD:

By: _____

Printed Name: _____

Title: _____

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Adam Baacke, Commissioner, who certifies, under penalties of perjury, that he has fully complied with the advertising requirements of G. L. c. 7C, § 36, in connection with the property described in this document.

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

_____

Office of the General Counsel
Division of Capital Asset Management and Maintenance

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE.
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, _____,
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)

_____ of _____ (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, ***or*** Prospective Lender)
(name of Landlord, Licensor, Mortgagee, ***or*** Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at _____
(address of principal place of business of Landlord, Licensor, Mortgagee ***or*** Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under ***(a)*** the lease ***or (b)*** the short-term tenancy agreement ***or (c)*** the license ***or (d)*** the amendment ***or (e)*** the subordination, non-disturbance, and attornment agreement ***or (f)*** the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at _____
(address of the premises as stated in the document to which this Certificate is attached)
_____that:

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract, as it may be amended from time-to-time.

2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.

3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on _____, 20_____.

_____
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)

LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7C, § 38[1], the undersigned _____, _____ of
(Name) (Title)
_____ certifies the following:
(Full name(s) of Landlord, as Landlord's name(s) appear(s) in the Lease)

(1) DESCRIPTION & ADDRESS OF LEASED PREMISES:

(2) TERM From: _____ to: _____

(3) LANDLORD NAME and ADDRESS:

(4) TENANT: Commonwealth of Massachusetts

(5) Name and address of **all** persons who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). **Please note: Do not write "none."**

NAME ADDRESS

(6) **None** of the above mentioned persons is an employee of the Division of Capital Asset Management and Maintenance ("DCAMM") or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below. **Please note: If none, write "none"; do not leave blank.**

NAME DCAMM OR PUBLIC-OFFICE TITLE

(7) The undersigned further agrees that a new Disclosure Statement must be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within 30 days of such change.

Signed under the penalties of perjury on _____, 20_____.

_____
Signature of Person whose Name and Title appear at the top of this page

[1] "No agreement to rent ... real property to a public agency, and no renewal or extension to such agreement, shall be valid and no payment shall be made to the lessor ... of such property, unless a statement, signed, under penalties of perjury, has been filed by the lessor, ... 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." (G. L. c. 7C, § 38).

CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE

Pursuant to G. L. c. 62C, § 49A[1], and G. L. c. 151A, § 19A(b)[2], _____,
(Name)
_____ of _____,
(Title) (Name of Landlord)

whose principal place of business is located at _____

_____, certifies that:

A. Landlord has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

B. Landlord has complied with all laws of the Commonwealth relating to employment-security contributions and payments in lieu of contributions.

Signed under the penalties of perjury on _____, 20_____.

_____
Federal Identification Number

_____
Signature of Person whose Name and Title appear at the top of this page

[1] "No contract or other agreement for the purposes of providing ... real estate space to any ... agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless the person certifies in writing, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support ..."

[2] "No contract or other agreement for the purpose of providing ... physical space to any agency or instrumentality of the commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing, under penalties of perjury, that said employer has complied with all laws of the commonwealth relating to [employment-security] contributions and payments in lieu of contributions."