



**UNIVERSITY of
MASSACHUSETTS**
Goodell Building
140 Hicks Way
Amherst, MA 01003

Procurement Department
TEL: 413.545.0361
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MEMORANDUM

Date: September 7, 2011

To: Interested Parties

From: Peter Royer
Procurement Department
University of Massachusetts Amherst

Subject: RFP # AA12-AT-4304 – UMass Rowing Lease

We are pleased to send you the attached Request for Proposals (RFP). This RFP has been designed to assist proposers in understanding the needs of the University of Massachusetts Amherst for leased space and to insure fair and open competition in leasing space. The RFP contains the following information:

- Instructions for completing Proposal Forms, sealing and labeling proposals, and submitting proposals on or before the submission deadline;
- Characteristics of the space and associated services sought by the Commonwealth;
- Steps proposers must take to have their proposals considered;
- Procedures and criteria used by the University of Massachusetts Amherst in evaluating proposals; and
- Terms and conditions of the lease to be signed by the selected proposer and the University.

Please direct your questions concerning this RFP to the Project Manager, Peter Royer at (413) 545-0361.

Thank you for your interest in leasing space to the Commonwealth.

INSTRUCTIONS FOR PREPARATION, LABELING AND SUBMISSION OF PROPOSALS

A. Preparation of Proposals

Proposals must be submitted on the Lease Proposal Form included with this RFP. A proposal consists of the Lease Proposal Form and such attachments as are requested in the Lease Proposal or the RFP.

You must submit three copies of the Lease Proposal, each signed by the proposer. The Lease Proposal must be substantially completed for University of Massachusetts Amherst to consider the proposal.

B. Sealing and Labeling of Proposals

Proposals must be submitted in a sealed envelope on which the following information is clearly marked: University of Massachusetts Amherst, the Project Number, the Proposal Submission Deadline. This information is contained on Page A-1 of the RFP. In addition, please include the name and address of the proposer on the envelope. If you plan to use a courier service or agent such as Fedex, please enclose the proposal in a separately labeled envelope to prevent it from being opened before the deadline.

If proposals are not properly labeled they will likely be opened before the deadline. Proposals opened before the deadline due to insufficient identification will be resealed and placed in the bid folder, but the University will not be responsible for the contents remaining confidential until the bid opening date and time.

C. Submission of Proposals

Proposals must be received at the following address on or before the proposal submission deadline specified on Page A-1 of this RFP:

University of Massachusetts
Procurement Department
407 Goodell Building
Amherst, MA 01003

The time clock located in the reception area of Procurement Department is used to establish the official time for receipt of proposals. If proposals are mailed, please be sure to allow sufficient time for delivery.

Proposals received by Procurement Department after the submission deadline will be returned unopened to the sender. A firm proposal submission deadline is necessary to insure fairness to all proposers.

D. Submission of Additional Proposals

Allow sufficient time for internal delivery. Proposers may submit separate proposals for different buildings. Proposers may also submit alternative proposals for the same building, e.g., where different space is proposed at a different cost, or where special features of the building can be used to meet the needs of the User Agency in a better, more cost-efficient or timely manner.

E. Withdrawal of Proposals

Proposers may withdraw their proposals prior to the bid opening date and time by written notice to the University of Massachusetts at the above address. No proposals can be withdrawn after the bid opening date and time.

Project RFP Number: AA12-AT-4304 **Date Posted:** September 7, 2011

DEADLINE TO SUBMIT QUESTIONS: September 29, 2011 at 2:00 P.M.

PROPOSAL SUBMISSION DEADLINE: December 2, 2011 at 2:00 P.M.

Late proposals will not be considered.

**University of Massachusetts Amherst
REQUEST FOR PROPOSALS (RFP)**

A. GENERAL INFORMATION

1. PROJECT SUMMARY

The University of Massachusetts Amherst (University) invites proposals to lease grounds and space, in accordance with the terms, conditions, and specifications described herein.

1.1. **User Agency:** University of Massachusetts Amherst, Procurement Dept., 407 Goodell Building, Amherst, MA 01003

1.2. **Program Description:** Facilities for the operation of the University of Massachusetts Amherst intercollegiate rowing program and summer rowing camps conducted by the University's head rowing coach, including dock access to the Connecticut River. See Section A 1.3 and Section C.

1.3 **Summary of Space Needs**

Location: The lesser of 10 miles or 20 minutes' driving time from the University of Massachusetts Amherst campus and including direct access to the Connecticut River.

Amount of Space: approximately 6,750 square feet
Building for storage of 8 person rowing boats, ideally in three volumes 25 feet wide by 70 feet long with a ceiling height of 16 feet. The building should also provide men's and women's restrooms with showers, a women's locker room and one office for the coaching staff. (as defined in §A-4.4)

Type of Space: Rowing team boat storage, office, women's locker room, and restroom/shower facilities. Connecticut River dock access.

Desired Occupancy Date: As soon as possible.

Type of Agreement: Commonwealth Standard Office Lease (See Attachment D-2)

Term: 5 year term with two 5 year extensions at the University's option

Public Event Parking: Up to [110] spaces available within the vicinity of the proposed premises. (See section C.)

Reserved Parking for User Agency: [19] spaces available adjacent to the building.

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3. INTRODUCTION

The Commonwealth invites proposals to lease space for use by the state agency listed in Section 1.1 (User Agency), in accordance with the Commonwealth Standard Office Lease in Section D-2 and General Specifications in Section B.

This RFP has been designed to provide for an open and competitive process for selecting lease space, as contemplated by Chapter 7 of the Massachusetts General Laws, by informing all potential proposers of: the steps proposers must take in order to have their proposals considered; the procedure followed in evaluating proposals and selecting the most advantageous one; the criteria for such evaluation and selection; and the terms and conditions of the lease agreement, including the tenant improvements and services to be provided by the landlord, to be executed between the chosen proposer and the University.

Section D-1 of this RFP contains the Proposal Form to be used to submit a proposal. Please read the accompanying instructions prior to completing the proposal. Questions about this proposal must be submitted in writing by August 22, 2011. Please submit all questions in writing to Peter Royer, Associate Director of Procurement, University of Massachusetts Amherst, Procurement Department 4th Floor, Goodell Building, Amherst, MA 01003. Questions may be submitted by fax to (413)-545-1643.

4. DEFINITIONS

For the purposes of this RFP and the Lease, the following definitions apply:

- 4.1. **User Agency:** The state agency, as listed in Section 1.1, which will occupy the space being sought through this RFP.
- 4.2. **Eligible Proposers:** Record owners of proposed property; brokers or other authorized agent of such record owners; master tenants whose leases permit subleasing; prospective building purchasers, provided that such purchasers must attach to the proposal a copy of an executed purchase and sale agreement or option and a letter from the current building owner stating awareness of the proposal. No lease will be signed until the prospective purchaser becomes the record owner. Proposals must be submitted by a single ownership entity; proposals submitted jointly by separate owners for property they own individually will not be considered.
- 4.3. **Qualifying Proposals:** Proposals which meet the requirements listed in Section A-6 of the RFP. Proposals which are determined not to meet one or more of these requirements are non-qualifying proposals.
- 4.4. **Usable Area:** For the purposes of this Lease, the term "Usable Area" shall mean, 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 which abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures,

elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether Tenant occupies the entire floor or the entire Building.

- 4.5. **Public Parking Spaces:** Parking spaces readily available for use by User Agency staff, clients, and the general public at their own cost. This may include on-street parking as well as spaces in public parking lots or garages.
- 4.6. **Reserved Parking Spaces:** Parking spaces rented by the Commonwealth and reserved for the User Agency, primarily for authorized state vehicles. Reserved parking must accommodate overnight and weekend parking, and have unlimited entry and exit privileges.
- 4.7. **Accessible Parking Spaces for the Disabled:** Parking spaces complying with all state and federal regulations, including those of the Massachusetts Architectural Access Board (MAAB) and Americans with Disabilities Act Access Guide for Title II (ADA).

5. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The University's objective is to obtain the space most advantageous to its needs at the lowest cost. To this end, the User Agency will evaluate all proposals for conformity to the requirements, and for the degree to which they satisfy the qualitative criteria and policy objectives as defined in this RFP.

The User Agency will begin to review and evaluate proposals after the Submission Deadline noted on page A-1. Evaluation of proposals will be based primarily on information provided in the proposals and obtained during on-site visits. Additional information will be obtained from references provided by the proposer, from other agencies or individuals familiar with the building proposed, from other Commonwealth files, and from other generally available and verifiable information.

The User Agency reserves the right to waive portions of the RFP for all proposers, to excuse minor informalities in proposals, or to reject all proposals, if deemed to be in the best interest of the Commonwealth.

- 5.1. **Initial Review:** The User Agency will accept for consideration only those proposals which meet the submission requirements stated in Section A-6.1.1. Any proposals not received by the deadline will be rejected and returned to the proposer. The User Agency will prepare a list of proposals accepted for consideration and will mail a copy of this list to each proposer whose proposal is accepted for consideration.

The User Agency will review all proposals accepted for consideration to determine whether they meet the requirements stated in Section A-6. Proposals which do not meet one or more of these requirements will be rejected as non-qualifying.

The User Agency reserves the right to eliminate from further consideration any proposals that are found to be unreasonably priced in relation to the majority of the proposals received. Such proposals shall be considered non-qualifying.

- 5.2. **Site Visits:** User Agency staff will conduct site visits for all competitive, qualifying proposals, to verify the information provided in the proposals and to perform detailed

evaluations of the proposed space. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent the proposer.

- 5.3. **Evaluation of Qualifying Proposals:** For any proposal which the User Agency has determined is non-qualifying, the User Agency will reject the proposal as non-qualifying and will so notify the proposer in writing. All qualifying proposals will be evaluated based on the qualitative criteria and compared with regard to the Commonwealth policy objectives. The User Agency will then prepare a cost analysis which estimates and compares total costs of occupancy for all proposals evaluated. The User Agency will make the final selection of a proposal.
- 5.4. **Notification of Proposers:** Upon selection of a proposal, the User Agency will notify all proposers of the decision in writing. Such notification does not represent a contract, nor does it commit the Commonwealth to enter into a contract. It is assumed that both parties will make a good-faith effort to negotiate an acceptable lease, but if agreement is not reached, the User Agency reserves the right to readvertise or approach another proposer.
- 5.5. **Preparation of the Lease:** After a proposal has been selected, the User Agency will contact the selected owner to finalize a lease. The terms of this lease must be consistent with the RFP and the selected proposal, and must be substantially in the form attached to this RFP. Proposers are cautioned to read this sample lease in its entirety before submitting their proposals. Several provisions in the lease are unique to the Commonwealth of Massachusetts.

Proposers should note in particular that a Commonwealth Standard Office Lease:

- Commences on the actual date the tenant takes possession of the premises or fifteen (15) days after tenant improvements are substantially completed and the premises are made available for tenant's occupancy, whichever is sooner;
- Requires landlord to disclose the names of all parties having a beneficial interest in the lease;
- Requires landlord to certify compliance with all state tax laws;
- Requires landlord to indemnify tenant and hold tenant harmless;
- Requires landlord to maintain certain insurance, and to list tenant as additional insured in some cases;
- Permits occupancy of the premises by agencies of state government other than the User Agency named in this RFP, subject to certain limitations; and
- Is contingent upon the User Agency's receipt of adequate appropriations in future state budgets.

The completed lease will incorporate all exhibits to the lease, including the RFP Specifications for the premises and landlord services (as revised by agreement of the parties in light of the proposal and subsequent negotiation), a construction schedule for completion of the tenant improvements, and the schematic drawing of the premises based on the Space Allocation and Finish Schedule of this RFP.

If the User Agency currently occupies the proposed premises, the lease must include provisions detailing the landlord's responsibilities for temporary relocation, if necessary,

and for completing tenant improvements with minimal disruption to the User Agency's operations.

After the lease has been prepared, the User Agency will review it for conformance to the Commonwealth's legal requirements, to ensure that the terms and provisions are consistent with the RFP and selected proposal, and to confirm that all exhibits other than those to be completed by the landlord are complete. Once the User Agency has determined that the lease is complete and ready for signature, it will be sent to the landlord.

- 5.6. **Design and Buildout of Tenant Improvements:** Following execution of the lease, it is the landlord's responsibility to deliver the premises to the User Agency in conformance with the specifications and schematic space plan of the lease. Please note that the landlord is responsible for completion of construction documents prepared by licensed professionals (including final design layout); furnishing all labor and materials, and securing all permits necessary to complete the work, and for achieving substantial completion in accordance with the provisions of the lease.

If the space proposed is currently occupied by the User Agency, the proposer must include in the proposal a plan for completing tenant improvements with minimal disruption to the User Agency's operations. If temporary relocation is required to allow completion of tenant improvements, the cost for such relocation should be included in the proposed cost for the space.

During construction, official communication regarding the project is through the authorized User Agency representative. Changes to the approved design must be approved in writing by the User Agency. Punch list items are to be completed within thirty (30) days of occupancy.

- 5.6.1. **Quality Assurance:** All work provided and installed is to be performed in a good and workmanlike manner and shall follow manufacturers' recommendations as well as the latest version of referenced standards. If requested, the landlord shall submit brief resumes of the professionals, contractors, and sub-contractors working on the project.

- 5.6.2. **Coordination:** If requested by the User Agency, the landlord shall submit the following, along with the construction document.

- A comprehensive schedule outlining tasks to be performed by each party to the lease, highlighting critical dates, and
- A critical path schedule for the completion of tenant improvements, showing the work of all trades and equipment installation, presented in bar-chart form on a time scale.

- 5.7. **Occupancy:** The User Agency will take occupancy of the leased premises only after construction of the improvements is substantially completed and the premises are deemed available for tenant's occupancy in accordance with Section 3.2 of the lease. The User Agency will confirm the date of occupancy, which will be the commencement date of the lease term.

6. REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation.

6.1. General Requirements

6.1.1. **Submission:** Proposals shall be prepared and submitted at the expense of the proposer. Proposals shall be submitted to the University as follows:

6.1.1.1. Questions must be submitted in writing via fax to (413) 545-1643 to the attention of Peter Royer, Associate Director of Procurement by 2:00 P.M. on September 29, 2011. Please reference RFP #AA12-AT-4304.

The proposal must be submitted on a set of Proposal Forms included with this RFP (see Section D-1).

6.1.1.2. Lease Proposals must be substantially completed. Proposals that contain material omissions will be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

6.1.1.3. Proposals must be submitted in sealed envelopes labeled as required by paragraph B of the instructions for submitting lease proposals.

6.1.1.4. Sealed proposals must be received in Procurement Dept., 4th Level, Goodell Building, University of Massachusetts, Amherst, MA 01003 on or before the submission deadline stated on the first page of this RFP. The time clock located in the reception area of Procurement Dept. is used to establish the official time for receipt of proposals.

6.1.2. **Eligible Proposer:** The proposal must be submitted by an eligible proposer, as defined in Section A-4.2.

6.1.3. **Type of Agreement and Term:** The Commonwealth Standard Office Lease, Attachment D-2 of this RFP, contains the terms and conditions under which the Commonwealth leases space. (Please refer to Section A-5.5 of the RFP for a summary of certain lease terms.)

PROPOSERS MUST INCLUDE IN THE PROPOSAL ANY REQUESTED MODIFICATIONS TO THE TERMS OF THIS STANDARD LEASE. THE COMMONWEALTH WILL NOT CONSIDER ANY REQUESTS FOR MATERIAL MODIFICATIONS RECEIVED AFTER THE SUBMISSION DEADLINE ON PAGE A-1 OF THIS RFP.

6.2. Location

6.2.1. **Search Area:** The proposed building must be located within the search area indicated in Section A-1.3 and Section C.

- 6.2.2. **Parking:** A sufficient number of public parking spaces to meet the estimated demand in Section A-1.3 and Section C must be available in the vicinity of the proposed building, and sufficient accessible parking for the disabled must be available as close as possible to an accessible entrance to the proposed building. If public parking is insufficient to meet the need, the proposer must indicate in the proposal how the estimated demand for public parking can be met.

The reserved spaces for use by the User Agency must be available adjacent to the proposed building, and the accessible parking for the disabled must be available as close as possible to an accessible entrance to the proposed building. It is preferred that the proposer include these reserved spaces in the Lease Proposal. If such spaces are not included in the proposal, the User Agency must determine that such spaces may be leased separately.

6.3. **Building Conditions: Enclosure, Systems and Common Areas**

- 6.3.1. **Building Codes:** The proposed building must comply with all applicable federal, state, and local code requirements, or the User Agency must be satisfied that it can and will be brought into substantial compliance by the desired occupancy date. Such codes include, but are not limited to, the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations, and other applicable Codes of Massachusetts Regulations (CMRs). If a proposal is accepted subject to the landlord meeting certain code requirements, the Commonwealth will not take occupancy of the space until all code deficiencies have been fully corrected.

6.3.1.1. **Life Safety:** The building and leased premises must comply with building codes for life safety. Life safety hazards detected either before or during occupancy shall be corrected at the proposer's expense. The User Agency requires that emergency lighting be upgraded to comply with current code standards for new construction within the leased premises and along all paths of egress. All fire protection equipment and materials must be maintained in accordance with applicable codes and ordinances. This includes, but is not limited to, fire doors, fire walls, fire stops, fire extinguishers, fire escapes, exit route diagrams, exit signs, emergency lighting and alarm systems.

6.3.1.2. **Barrier-Free Access:** The proposed building must meet the requirements in Section B for barrier-free access.

6.3.1.3. **Harmful Materials:** The proposer must confirm that all hazardous substances in or under the proposed building and property, whether presently known or discovered, shall be remediated to the satisfaction of the Commonwealth prior to its occupancy of the building.

6.3.2. **Systems and Enclosures**

6.3.2.1. **HVAC:** HVAC systems must be designed to maintain a winter indoor setpoint of 68° Fahrenheit and a summer indoor setpoint of 78° Fahrenheit throughout the conditioned spaces within the leased

premises. HVAC sound levels are not to exceed a noise criterion (NC) number of 35.

6.3.2.2. **Electrical Service:** Electrical service must be of sufficient capacity to provide the service described in Section C.

6.3.3. **Building Common Areas**

6.3.3.1. **Restrooms:** The landlord must provide and install restrooms and drinking fountains as dictated by code, plus a single shower. In older buildings, proposers may provide and install water coolers and bottled water in lieu of drinking fountains.

6.4. **Building Conditions: Structure and Layout**

6.4.1. **Total Square Footage:** Proposal must offer the amount of space in usable square feet (see Section A-4.4) stated in Section A-1.3 of the RFP. The User Agency reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency's space needs. The acceptable variance is generally limited to 10%.

6.4.2. **Tenant Improvements:** The proposer must agree to substantially meet the specifications in Sections B and C of this RFP or must suggest within the proposal alternatives acceptable to the User Agency.

6.4.3. **Floor Loading:** Floor loading must meet minimum capacities required by code, and the landlord must certify that the building can meet any special floor loading requirements indicated in Section C.

6.5. **Landlord Capacity:** The proposer must agree to substantially meet the Landlord Services in the General Specifications in Section B or must suggest, within the proposal, alternatives acceptable to the User Agency.

7. **QUALITATIVE AND OTHER CRITERIA**

The following criteria will be used to compare the relative merits of qualifying proposals where applicable in this situation. For additional information, see Section A-1.3 and Section C Agency Specifications.

7.1. **Execution of the Commonwealth Standard Office Lease:** Agreement of the landlord to enter into a lease substantially in the form of the Commonwealth Standard Office Lease, Attachment D-2, without any or any material changes. Proposals, which confirm such agreement, will receive a higher rating on this criterion.

7.2. **Location:** Suitability of the proposed location for the operations of the office or facility, including:

7.2.1. **Access:** Ease of access to the proposed building by public transit, shuttle, automobile, and foot. Access to specified highways, streets, or public transportation will be considered when identified in the RFP.

- 7.2.2. **Proximity:** Proximity of the proposed building to the Connecticut River. See Section C.
- 7.2.3. **Parking:** Proximity, accessibility, and cost of public and reserved parking. The number of public and reserved parking spaces needed is identified in Section A-1.3 and Section C. It is required that reserved parking be provided by the landlord and the cost included in the rent. Parking areas and walkways between them and the proposed building should be well-lit and the walkways easily traversed.
- 7.2.4. **Neighborhood Characteristics:** Characteristics of the surrounding neighborhood, including compatibility of adjacent uses, the safety and security for persons and property, and availability of basic services and amenities. The impact of adjacent uses on the health and safety of staff or clients, the safety of the immediate neighborhood and existence of well-lit, well-traveled access routes from parking lots or public transportation will be considered. On site presence of others, or off-hour security will be an important consideration.
- 7.3. **Building Conditions: Enclosure, Systems and Common Areas:** Quality, condition and functional efficiency of the proposed building (with improvements proposed by the landlord). Includes specific consideration of:
- 7.3.1. **Building Enclosure and Systems:** The existing and proposed condition of the building envelope will be evaluated (including the roof, foundation, walls, and exterior windows and doors) and the HVAC, plumbing and electrical systems and their capacity to meet the Commonwealth's needs over the term of the lease in a reliable and cost-effective manner.
- 7.3.2. **Building Common Areas:** the existing and proposed location, accessibility and condition of public areas, if any, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators, loading dock, restrooms and security lighting (minimum level 10 foot-candles) for all corridors and areas used by the Commonwealth.
- Restrooms:** The existing and proposed condition of restrooms and showers will be considered, including the presence of recessed or surface-mounted toilet paper and paper towel holders, waste receptacles, soap dispensers, and mirrors.
- 7.3.3. **Tenant Compatibility:** Compatibility of other tenant activities in the building with the University's proposed use.
- 7.4. **Building Conditions: Structure and Layout:** Suitability of the proposed rental space for the space program of the office or facility, including specific consideration of:
- 7.4.1. **Configuration:** The conformance of the configuration of the premises to the User Agency's needs, taking into account the size and shape of the space and internal barriers to efficient design.
- 7.4.2. **Entrances:** Proximity and access from the proposed space to building entrances and support areas.

- 7.4.3. **Location and Distribution of Space:** Contiguous space on one floor is preferred.
- 7.4.4. **Natural Lighting:** Window area should be sufficient to provide sufficient natural lighting. See also Section C.
- 7.4.5. **Ceiling Heights:** Ceiling heights in non boat storage areas may range from 8' to 11' high; 8'-6" to 9'-6" high are preferred, since higher ceilings generally mean increased HVAC and buildout costs. Ceiling height of 16 feet is desired in boat storage bays.
- 7.5. **Landlord Capacity:** The demonstrated capacity of the landlord to develop the proposed space for occupancy by the Commonwealth and to provide the property management services required by the RFP and lease. The qualifications, experience and financial strength of the landlord, the design team and contractor, and the property management company will be considered.
 - 7.5.1. **Timely Completion of Work:** The demonstrated capacity of the landlord, the proposed designer(s) and the proposed contractor(s) to substantially complete the design and construction of improvements to the property required for the Commonwealth's occupancy by the desired occupancy date identified in Section A-1 of the RFP.
 - 7.5.2. **Technical and Financial Capacity to Complete the Project:** The demonstrated capacity of the landlord to finance and the demonstrated capacity of the landlord, the proposed designer(s) and the proposed contractor(s) to design and construct the proposed space to meet the Commonwealth's needs in accordance with the proposed rent and based upon the specifications of the RFP and the terms of the lease.

Evaluation of this criterion shall take into account the experience of the landlord in financing projects of similar cost and complexity and the experience of the proposed designer(s), contractor(s) and property manager(s) in designing, constructing and managing projects and properties of a similar complexity, type and size.
 - 7.5.3. **Building Management Capacity to Operate and Maintain the Property:** The demonstrated capacity of the landlord, either directly or through contract, to provide the property management services specified in the RFP in a professional and timely manner and in accordance with the terms of the lease.
- 7.6. **Commonwealth Policy Objectives:** It is the Commonwealth's policy, where feasible, to acquire leased space in a manner that supports:
 - 7.6.1. **Revitalization of Downtown Centers of Cities and Towns:** Executive Order 134 mandates that in obtaining space for the use of state agencies, priority be given to existing buildings in downtown centers where feasible (that is, where space in such buildings meets the User Agency's needs and is available at reasonable cost).

- 7.6.2. **Rehabilitation of Historic Buildings:** M.G.L. Chapter 7, §40F mandates that in acquiring buildings for the use of state agencies, first consideration be given to structures that have been certified as historic landmarks through listing on the National Register of Historic Places or designation by local historic commissions, "unless use of such buildings would not be feasible in terms of costs and requirements when compared with other available properties."
- 7.7. **Cost:** The User Agency will evaluate costs based on the present value of the total costs that will be incurred by the Commonwealth to use and occupy the proposed premises under the terms of the proposal for the entire term of the lease. These costs include the rent, any additional rent or other sums paid to the landlord, operating expenses paid directly by the tenant, such as separately metered utilities, and all other costs directly associated with the use of the premises, such as the cost of shuttle service required to compensate for a building's location. Costs not contained in the proposal will be estimated based on information provided by the User Agency or other state leases, or obtained from market data.

Proposers are urged to read Section 1 of the Lease Proposal Form carefully. All cost information, including offers of free rent, alternative reduced rent schedules, etc. must be included in the proposal. The User Agency cannot consider rent concessions that are offered after the deadline for submitting proposals.

Proposers should note that under Massachusetts law, the User Agency cannot accept bids that recoup a majority of the Landlord's costs to develop the leased space within the first five (5) year lease term and that all such bids will be rejected.

B. GENERAL SPECIFICATIONS

1. LANDLORD SERVICES

The services described in this section are those which the landlord will be expected to provide for the User Agency under the Standard Commonwealth Office Lease. If the landlord is unable or unwilling to provide any of these services, this should be clearly indicated in the proposal so that the User Agency can take this into account in evaluating the proposal.

- 1.1. **Utilities:** The landlord is to provide the following utility services to the building and premises: (1) water and sewer services, (2) heating, ventilation and air-conditioning, (3) energy and fuel consumption, (4) all lighting, and (5) electricity for the User Agency's use 24 hours per day, 365 days per year, except as limited in Section C. The temperature throughout the premises is to be maintained between 68° Fahrenheit and 78° Fahrenheit on a schedule to be determined by the User Agency.

Please note that in Section 2 of the Lease Proposal Form, the proposer is instructed to estimate separately the cost of electricity for tenant electricity for lighting and office equipment so that the Commonwealth will have the option of paying this separately.

- 1.2. **Maintenance, Building and Grounds:** The premises must be maintained in good repair and tenantable condition. The building and grounds are to be kept clean and free from litter and the grounds are to receive proper landscaping care. Snow and ice are to be removed from all entrances, exits, sidewalks, docks, access to docks, and parking areas as described in Section C. Salt and sand are to be used as necessary to ensure safety.

The landlord is to provide the continuous routine maintenance and repair services needed to maintain the property, including the docks, in good condition. This includes, but is not limited to, the repair and/or replacement of broken glass, roof and ceiling leaks, floors, walls, ceilings, plumbing, locks, fire protection equipment, lighting fixtures and lamps, heating, ventilating and air-conditioning systems, security systems, docks and elevators. HVAC equipment to be serviced, filters replaced, and diffusers cleaned in accordance with manufacturer's recommendations, or more often if local conditions dictate. During the lease term, the landlord is responsible for replacing with equal goods worn or damaged ceiling tiles, and floor coverings, and for repair and repainting of all wall surfaces.

- 1.3. **Building Security and Access:** The landlord shall allow authorized User Agency employees to have access to the premises at all times. This may be accomplished by using security guards or by means of a master key, electronic card, or similar restrictive entry system.

- 1.4. **Janitorial Services:**

Weekly: Empty waste baskets; remove trash; wash and clean all restroom fixtures and floors; replenish paper and soap products; vacuum floors; and clean and polish drinking fountains and water coolers.

Quarterly: Wash and soap all uncarpeted floors except boat storage areas, dust furniture and all horizontal surfaces, including fixtures, blinds, window sills and radiators; clean and sanitize all rest room plumbing fixtures; clean all door entry window glass;

and vacuum air diffusers.

Annually: Wash windows (inside and outside); damp wash air diffusers, grills, and surrounding wall and ceiling; wash blinds; dust all high surfaces.

As Needed: Supply and replace all paper and soap products in restrooms; supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot clean carpets.

2. TENANT IMPROVEMENTS

- 2.1. **Introduction:** These specifications, combined with the Space Allocation and Finish Schedule and other Agency Specifications in Section C, describe the tenant improvement standards of the User Agency for the space sought in this RFP. In case of conflict between General Specifications and Agency Specifications, the Agency Specifications should be followed. The combined specifications, as revised by agreement of the proposer and the Commonwealth in the light of the selected proposal and subsequent negotiation, will be incorporated into the lease.

The proposer should clearly identify in the proposal any standards which cannot be met. For any standards which will not be met, the proposer may suggest an alternative, and the User Agency will determine whether it is equivalent. Using this mechanism, proposers are encouraged to submit alternative proposals which allow them to use special features of the proposed building to meet the needs of the User Agency in a better or more cost effective manner. The User Agency's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective features of existing buildings.

Abbreviations and Symbols

ADA	Americans with Disabilities Act
AWI	Architectural Woodwork Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
BOCA	Building Officials & Code Administrators International, Inc.
CFM	Cubic feet per minute
CMU	Concrete masonry units
CMR	Code of Massachusetts Regulations
GACIT	Governor's Advisory Council on Information Technology
GWB	Gypsum wall board
MAAB	Massachusetts Architectural Access Board
STC	Sound transmission coefficient
UL	Underwriters' Laboratories, Inc.

2.2. General Conditions

- 2.2.1. **Improvements:** All improvements to the leased premises and related areas shall be provided and installed by the landlord and shall be in accordance with the approved construction drawings, which are based on the General Specifications in Section B and the Space Allocation and Finish Schedule and Agency Specifications in Section C.

- 2.2.2. **Code and Regulatory Requirements:** All building improvements shall comply with the Massachusetts State Building Code, Massachusetts Architectural Access Board Regulations (MAAB), Regulations for the Americans with Disabilities Act (ADA), and other applicable Codes of Massachusetts Regulations (CMRs). Where federal or local codes, or regulations, ordinances, or zoning laws apply (with respect to egress requirements, area allowances, rated assembly requirements, flame spread and smoke generation characteristics of materials, etc.), the more restrictive regulation shall be followed.

- 2.2.3. **Access for Individuals with Disabilities:** The building must be free of barriers preventing access to the proposed space by individuals with disabilities in accordance with applicable state and federal regulations. Buildings with passenger or freight elevators must have automatic self-service controls and cab sizes which comply with applicable accessibility regulations. Accessible parking spaces must be located within 200' of an accessible entrance, or there must be an accessible passenger drop-off area within 100' of an accessible building entrance.
- 2.2.4. **Submittals:** Prior to the completion of the final design phase, the landlord shall submit cuts, samples, and color swatches necessary to show the manufacturer's standard product line for any new finishes to the User Agency for review, approval, and color selection during the final design phase of the construction documents. The submittals covered include floor, wall, ceiling, and architectural woodwork finishes and materials. After the finalization of construction drawings, the landlord shall submit, in a timely manner for approval, door and hardware keying schedule and catalog cuts and all shop drawings and catalog cuts for architectural woodwork, HVAC distribution, and electrical and telecommunications distribution and equipment. Before final acceptance of the premises, the landlord shall deliver to the User Agency copies of maintenance and instruction manuals for all installed equipment and systems.
- 2.3. **Walls:** Walls shall be located as shown on approved construction drawings. The standard wall is assumed to be 5/8" GWB on 25 gauge metal studs 24" on center, although other materials, including prefinished wall systems, providing similar acoustics, durability, and physical appearance are acceptable. For all new construction, offset electrical outlets and similar openings. Tape and finish joints with a three (3) coat system below acoustical ceilings and a one (1) coat system above the ceiling. Provide and install 2" x 6" wood blocking as required for support of all wall mounted elements. Refinish existing walls to match new partitions. All surfaces shall be clean and smooth. Existing walls and/or partitions to be incorporated as a part of the new leased premises to be prepared to receive new finish specified.

The User Agency uses STC ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations including the Gypsum Association. Where walls differing from standard walls as defined above are specified, install the corresponding types of doors, frames, and hardware.

- 2.3.1. **Demising Wall:** Demising walls separating the proposed premises from other tenants and building support areas must meet code criteria for fire separation. Demising walls to extend tight to the structural ceiling, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of 3 5/8" 25-gauge metal studs and tracks, fastened securely to floor and structural ceiling, with one (1) layer Type X 5/8" GWB on each side [and a row of horizontal stiffeners at midpoint of wall where required]. The landlord is to apply and install acoustical sealant at bottom and top and at all penetrations, and provide sound attenuating blanket between studs. A two-hour UL rating can be achieved using two (2) layers Type X GWB on each side.
- 2.3.2. **Full-Height Partition:** The landlord is to provide and install full-height partitions as indicated on the Space Allocation and Finish Schedule in Section C.

Full-height partitions are to achieve an STC rating of 40 or better. A suggested assembly consists of 3 5/8" 25-gauge metal studs and tracks with one (1) layer 5/8" GWB on each side extending 6" above a standard 3/4" acoustical tile ceiling tightly fitted to the partition. The landlord is to fasten tracks directly to the floor and structural ceiling or install angle bracing from the structural ceiling to top of track to provide a rigid assembly. Prefinished wall systems providing similar acoustics, durability, and physical appearance may be submitted for consideration.

2.3.3. **Low-Height Partition:** The landlord is to provide and install low-height partitions as specified on the Space Allocation and Finish Schedule in Section C. The landlord is to assume an average height of 60" for all low partitions; the User Agency reserves the right to specify up to three different heights during final design. Suggested assembly consists of 3 5/8" 25-gauge metal studs and tracks securely fastened to floor with 1/2" or 5/8" GWB on each side. The landlord is to brace with cross walls at a minimum of every 10' one side. The landlord is to provide and install milled, stain grade overlapping wood cap over a continuous wood nailer for partitions visible from above.

2.4. **Doors:** Doors and frames are to match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware are to comply with all applicable accessibility requirements. Standard door and hardware upgrades, by type and location, are specified on the Space Allocation and Finish Schedule in Section C. The landlord is to provide and install UL labeled fire-rated metal door in labeled frame as required by code. Door/frame finish is to consist of either one (1) coat sealer/primer and two (2) coats semi-gloss enamel, up to three (3) colors selected by the User Agency, or two (2) coats polyurethane, with or without stain. All existing doors and frames which will remain are to be prepared to receive new finishes.

2.4.1. **Standard Interior Door and Frame:** The landlord is to provide and install 1 3/4" thick x 3' wide x 6'-8" to 7' high, solid core wood flush doors with hardwood stain grade veneer in 16-gauge steel frames, knock-down construction, with 5/8" deep stops, factory-primed, and with two (2) coats compatible paint finish. The landlord is to add door manufacturer's standard glass panel, approximately 9" wide x 30" high located at eye level on the latch side of the door for all passageways and habitable rooms, including offices and meeting rooms, except where specifically excluded on the Space Allocation and Finish Schedule in Section C.

2.4.2. **Tenant Entry Doors:** The landlord is to provide 1 3/4" thick x 3' wide x 6'-8" to 7' high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. The landlord is to add 18" to 36" wide x 6'-8" to 7' high, tempered glass sidelite in metal or wood frame adjacent to door, actual site is to be determined by the User Agency during final design.

2.4.3. **Overhead Doors:** See Section C

2.5. **Hardware**

2.5.1. **Standard Hardware Package:** On standard doors, the landlord is to provide and install Grade 2 hardware package including 1 1/2 pair non-rising pin butt

hinges; latchset with lever handles; silencers; floor or wall mounted door stops 5/8" deep. Latchsets to be Arrow, Best or Schlage only. All hardware is to be stainless steel with commercial grade US32D satin finish. The landlord is to install closers and panic bars as required by code.

2.5.2. **Locks:** The landlord is to provide and install cylinder lockset using interchangeable core cylinders to allow immediate rekeying of lock, keyed to User Agency master, at all storage and equipment rooms and at tenant entry doors and at locations as noted on the Space Allocation and Finish Schedule in Section C. Keyless touch-pad locksets shall be provided as indicated on the Space Allocation and Finish Schedule in Section C.

2.5.3. **Heavy-Duty Hardware Package:** The landlord is to provide and install heavy-duty Grade 1 hardware including ball bearing hinges, cylinder lockset, and deadbolt with minimum 1" throw and concealed hardened steel roller. Latchsets are to be Arrow, Best or Schlage only. The landlord is to provide and install turnpiece on inside face of door. Up to two additional deadbolt units are to be provided and installed when indicated on the Space Allocation and Finish Schedule in Section C.

2.6. **Finishes and Specialties:** Refer to the Space Allocation and Finish Schedule in Section C for location of all finishes. The following are minimum standards; all finishes are subject to approval.

2.6.1. **Ceilings:** Ceilings in conditioned spaces may be new or existing acoustical tile systems. Exposed ceilings are acceptable in boat storage. For new installation, provide an acoustical tile ceiling system consisting of 2' x 4' x 5/8" lay in panels in a suspended T-grid system. Ceilings are to be at least 8' and no more than 11' from floor. All piping is to be concealed in hung ceiling. If an existing system is to be reused, it must be level and meet standards of new construction. The landlord is to remove all soiled or damaged ceiling tiles and replace to match finish, pattern, and color of surrounding tiles. The landlord is to replace bent or otherwise damaged grid members.

2.6.2. **Floors:** Floor finishes for all rooms/areas are specified on the Space Allocation and Finish Schedule in Section C, and must comply with all applicable accessibility requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors are to be level and smooth before laying down User Agency floor finishes.

2.6.2.1. **Carpet and Straight Base:** Except where otherwise indicated on the Space Allocation and Finish Schedule in Section C, the landlord is to provide and install 32-ounce faceweight carpet, level loop, stain-resistant nylon directly adhered to the floor with a minimum five-year guarantee, anti-static warranty, and a certified indoor air quality (IAQ) label from the Carpet and Rug Institute. The landlord is to provide and install matching carpet tiles in areas where underlying floor accessibility is required. Where adhesive use is required, the landlord is to use water-based and low resin adhesives and is to adjust maintenance procedures to ensure durability of resins as per

manufacturer's recommendations. The landlord is to provide and install 4" vinyl, rubber or wood straight wall base.

2.6.2.2. **Vinyl Composition Tile and Cove Base:** In areas indicated on the Space Allocation and Finish Schedule in Section C, the landlord is to provide and install 12" x 12" x 1/8" commercial grade vinyl composition tile (VCT) with a vinyl reducer strip between carpet and VCT. The landlord is to install 4" cove base along all walls.

2.6.3. **Wall Finish**

2.6.3.1. **Paint:** The landlord is to provide and install one (1) coat of appropriate primer/sealer and two (2) coats egg-shell or semi-gloss latex paint; up to three colors, selected by the User Agency. All painted and sealed surfaces are to be lightly sanded between coats to give a clean smooth finish.

2.6.3.2. **Protective Wall Covering:** In high traffic public areas indicated on the Space Allocation and Finish Schedule in Section C, the landlord is to provide and install 36" high, heavy duty vinyl wall covering or hi-build epoxy paint as a wainscot, with wood chair rail.

2.6.4. **Specialties**

2.6.4.1. **Signage:** The landlord is to provide and install signs to meet all applicable accessibility requirements. The landlord shall permit the User Agency to erect signage on the site in compliance with local regulations.

2.6.4.2. **Window Coverings:** The landlord is to provide and install either 1" wide operable horizontal aluminum blinds or 2.5" to 3.5" operable vertical blinds for building perimeter windows within conditioned spaces. The type and color are to be selected by the User Agency.

2.7. **Mechanical**

2.7.1. **Sprinkler Head Locations:** The landlord is to coordinate sprinkler heads with partition plans in compliance with NFPA 13 and with specific approval of local authorities having jurisdiction. Modify existing sprinkler head locations, as necessary, to reflect new partitioning.

2.7.2. **HVAC**

2.7.2.1. **Certification:** Prior to occupancy, the landlord shall furnish the following certifications:

- A registered engineer's certification that the building HVAC systems as designed and constructed will satisfy the requirements of the RFP.

- A registered engineer's certification that the air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings.

Any deficiencies to be corrected by the landlord at the landlord's sole expense.

2.7.2.2. **Heating and Air Conditioning System:** The distribution system must maintain a winter indoor set-point of 68° Fahrenheit and a summer indoor setpoint of 78° Fahrenheit and relative humidity levels between 30% and 60% throughout the conditioned spaces within the leased premises. HVAC sound levels are not to exceed a noise criterion (NC) number of 35.

2.7.2.3. **Ventilation:** Office areas, restrooms, conference rooms, lounge areas and special equipment rooms are to be ventilated in compliance with the more restrictive requirements of the latest versions of the Massachusetts State Building Code, the BOCA National Mechanical Code or the ASHRAE standards. Ventilation equipment is to be installed and maintained in accordance with the manufacturer's recommendations.

2.7.2.4. **Zone Control and Thermostats:** Zones are to be set to maintain temperatures within 2° Fahrenheit of the thermostat setting throughout the premises. The landlord is to provide and install one thermostat control per zone. Zone boundaries are to be located based on the climate impact on the building, different temperature requirements for activity, and different hours of useful occupancy. Areas of disparate heat gain/loss (i.e., exterior vs. interior zones; conference or copier rooms) are to be zoned separately.

Tenant spaces are to be zoned apart from non-tenant spaces and controlled by thermostats that are located solely within these spaces. All thermostats to be secured by locked cage or key.

2.7.2.5. **Condensate Piping:** The landlord is to provide and install condensate drainage piping between drain pans of cooling coils and existing sanitary drains in accordance with equipment manufacturer's recommendations. The pipes must be plumbed with traps or air gaps in accordance with the Massachusetts State Plumbing Code.

2.8. **Electrical:** The landlord is to provide and install an electrical system which is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures to be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

2.8.1. **Service:** Electrical service must be of sufficient capacity (227/480 volts or 120/208 volts) to provide adequate power. If the usable area is 10,000 square feet or more, the landlord is to provide and install a separate meter installation to

comply with utility company's requirements. Except for main distribution switchboard in multiple tenant buildings, power panels are not to be shared with other tenants. The landlord is to provide and install panel(s) for lighting branch circuits independent from panel(s) supplying receptacles and power operated equipment in all tenant spaces above 6,000 square feet. All power and lighting panels to have bolt-on type circuit breakers, a door with lock and key, and to include a typewritten directory on the inside of the door. The landlord should allow 4 watts per square foot for receptacles and lighting and provide and install one spare circuit for every five (5) active circuits, based on the recommendations of the National Electrical Code.

- 2.8.2. **Wiring:** All wire is to be copper. The size of feeders is to be determined by connected loads and to be of adequate size to comply with code required voltage drop limitations. Minimum size branch circuit wiring to be Number 12 AWG, maximum of 1500 watts on a 20-amp, 120-volt circuit. Wiring is to be installed in raceways such as EMT or in rigid steel conduit. Type NM (romex) may not be used where the ceiling is used as a plenum. BX (metal-clad) cable may be used above hung ceilings and in partitions. Where building conditions do not permit concealment of wiring, the landlord is to use surface metal raceways, such as Plugmold or Wiremold. The landlord will make final connections to motors with seal-tite type conduit and fittings. Where raised floors are to be installed, all wiring is to be in metal raceways. Independent grounds for computer outlets are to be by insulated copper wire; metal raceways are not to be used as a ground.
- 2.8.3. **Outlets:** The landlord is to provide and install 20-amp 120-volt floor or wall-mounted duplex outlets with independent ground per applicable building codes.
- 2.8.4. Not used.
- 2.8.5. **Lighting and Switches:** All fixtures in women's locker room, coaches office, restroom, and shower spaces are to be UL-listed 2' x 2' or 2' x 4' recessed, energy-efficient fluorescent fixtures with energy saving electronic ballast, cool white lamps and 1" silver-finish paracube or parabolic lens fixtures, to be compatible with the ceiling system and installed flush with normal ceiling finish. Lighting fixtures are to be spaced to maintain a uniform lighting level of 50 foot-candles at desk-top height. The landlord is to provide and install one single pole lighting switch per enclosed room and per 600 square feet of open floor area. Divisible spaces and areas with more than one access point are to have three-way and four-way switching. All switches are to be located adjacent to the entrance door(s) of each space. Fixtures in boat storage areas shall be energy-efficient fluorescent fixtures with energy saving electronic ballast, with cool white lamps, and mounted a minimum of 16' above finish floor, and maintain a uniform lighting level of 50 foot-candles at floor level. In public access areas, the landlord is to provide locked panels to prevent tampering.
- 2.8.5.1. **Emergency Lighting:** The landlord is to provide and install emergency lighting in corridors, large conference rooms, and open office areas. Emergency lighting is to be 12-volt battery units with remote tungsten/halogen lamp heads strategically located. Even when older buildings are exempt from new building requirements, the landlord must upgrade emergency lighting to comply with current code

standards for new construction within the leased premises and along all paths of egress.

C. AGENCY SPECIFICATIONS

Proposals shall be evaluated on the basis of their conformance to these agency specifications and the proposed rental fees.

Agency specifications of the University of Massachusetts Amherst (“Agency” or “Tenant”), to be provided by successful bidder (“Landlord”), are as follows:

1. FACILITIES

Tenant shall have exclusive use of site parking and exterior work space, building, and dock, as described below.

A. Site

1. General

- a) The property shall be adjacent to the Connecticut River.
- b) The property shall be the lesser of no more than 20 minutes normal drive time or 10 miles from the UMass Amherst main campus, measured along existing roadways from the Boyden Gymnasium, 131 Commonwealth Avenue, Amherst MA 01003.
- c) A vehicular way shall be provided from a public way to the designated parking area described below. This access way will be a hard surface pavement.
- d) All site improvements, including building and dock, shall comply with 310 CMR 10.00, the Wetlands Protection regulations of the Commonwealth of Massachusetts’ Department of Environmental Protection.
- e) The building, as described below, shall be located no more than 300 feet from the dock access ramp. A hard surfaced pedestrian path shall be provided from the building to the dock access ramp.
- f) All parts of the site, with the exception of the dock access, shall be above the U. S. Corps of Engineers’ 100 year flood datum for the Connecticut River adjacent to the site.
- g) Preferred location on river will allow for safe entry into the water and have consistent flow rates throughout the year. Indicate existing water flow at proposed site.

2. Parking

- a) Designated parking areas for the exclusive use of Tenant shall be provided as follows:
 - i. an area paved with asphalt or concrete for 15 automobiles, 3 vans, and 1 shuttle bus, with clearance for vehicle approach and exit,
 - ii. bicycle rack with 10 bicycle capacity, and
 - iii. an area of either gravel or asphalt adjacent to the Building for the parking and storage of three (3) crew boat trailers with clearance for vehicle approach and exit,
- b) Non-exclusive parking for the use of Tenant’s guests during athletic events shall be provided as follows:
 - i. Head to head competition:
 - # of vehicles - one (1) bus or up to three (3) vans
 - # of trailers – two (2)
 - # of spectator vehicles – not to exceed forty (40)
 - frequency of occurrence – two times in the spring and one time in the fall per year
 - ii. Regattas:

- # of vehicles - one (1) bus or up to three (3) vans per team for up to three (3) teams
 - # of trailers per team – one (1) trailer per team for up to three (3) teams
 - # of spectator vehicles - not to exceed one hundred (100)
 - frequency of occurrence – one time per year in the fall
3. Exterior work space
 - a) A hard surfaced work area in front of the Building at least 70 feet deep and equal in width to the Building shall be provided.
 - b) Two ½” water spigots shall be provided at the front of the Building for hose attachments to wash boats.
 - c) Screened site lighting shall illuminate the exterior work area at the Building. Illumination shall be not less than 1 footcandle. Screened lighting at the personnel doorway shall also be provided. Lighting may be manually switched on and off.
 4. Oar Storage
 - a) Landlord shall indicate in its proposal whether it will provide exterior racks either at the front or side of the Building for oar and scull storage. Racks shall accommodate ten (10) sets of eight (8) oars and 12 pair of sculls. Oars are 12 feet 5 inches long by 1 foot 4 inches wide, and sculls are 9 feet 6 inches long by 1 foot no inches wide. Racks shall have doors and be capable of locking. (Agency shall have the option to provide racks or to accept Landlord’s proposal to provide racks.)

B. Building

Agency prefers that all “Building” spaces be provided within a single structure.

The landlord shall provide a Building on the site. Agency prefers that front of Building face the river. The Building shall contain boat storage and women’s locker spaces. Building shall be permitted as occupied space by the local building authority. Building may be any building that can accommodate the program spaces described below.

1. Boat Storage Space

- a) Boat Storage shall provide protection from weather but does not need to be conditioned space. See also item i) below.
- b) Boat Storage shall be constructed of solid materials to provide secure storage for Tenant’s property.
- c) Boat Storage shall provide space for the storage of boats and associated equipment. Agency prefers that Boat Storage consist of three unobstructed volumes, each 25 feet wide, 70 feet long, and 16 feet high. The narrow end of each volume shall abut the front exterior wall. Columns between volumes are acceptable provided they do not obstruct the removal and return of boats and equipment from Building.
- d) An exterior overhead door shall be provided at the end of each Boat Storage volume, on the front of the Building, of minimum dimensions 10 feet wide by 10 feet high. One standard personnel door 3 feet wide by 7 feet high shall also be provided on the front of the Building, or on a side near the front. If personnel door is located on a side, provide a hard surfaced

- walkway from the door to the exterior work space at the front of the building. All doors shall be equipped with locks.
- e) Boat Storage floor shall be concrete or other durable, slip resistant surface.
 - f) Boat Storage shall have overhead artificial illumination of not less than 25 footcandles.
 - g) Natural lighting via windows or skylights within Boat Storage is preferred. If windows are provided, they must be located and/or configured to prevent entry.
 - h) Boat Storage shall have electrical service of not less than two (2) 20 Amp circuits.
 - i) It is preferred that one of the three volumes in Boat Storage be equipped with manually controlled supplemental heating units to temper the floor and ambient air temperature for occasional cold-weather use. Systems such as under-slab radiant heating, gas-fired overhead infrared heaters, and electric unit heaters would be acceptable.
 - j) Landlord shall indicate in its proposal whether it will provide racks for 6 stacks of 8-seat rowing boats, with 2 stacks in each volume and an access aisle in the center of each volume. Racks with adjustable height telescoping rack arms with stainless steel wear plates and HDPE rollers, such as those manufactured by Focus Racks of Hastings, MI (www.focusracks.com) are preferred. (Agency shall have the option to provide racks or to accept Landlord's proposal to provide racks.)
2. Team Support Spaces
Provide support spaces per the following:
- a) General
 - i. Spaces shall meet accessibility requirements.
 - ii. Spaces shall be conditioned.
 - iii. Spaces shall have artificial lighting of not less than 50 foot-candles.
 - b) Women's Locker Room
 - i. Women's Locker Room shall be rectangular in shape, approximately 1,080 square feet in size, with no dimension less than 15 feet.
 - ii. There should be no windows in this space.
 - iii. Women's Locker Room shall be equipped with not less than two (2) 20 Amp 120 Volt electrical circuits via wall outlets.
 - iv. Walls must constructed so as to allow the installation of wall hooks on all perimeter walls by the Agency at a height of approximately 5'-0" above finished floor.
 - c) Office
 - i. Office shall be approximately 120 square feet in size, with opaque door capable of being locked.
 - ii. One window within this space is preferred.
 - d) Rest Rooms & Shower
 - i. Provide Separate Men's and Women's restrooms with 2 stalls each, served with hot and cold water and an exterior exhaust fan.
 - ii. Provide a single private shower room, served with hot and cold water and an exterior exhaust fan.
 - iii. Rest rooms and Shower room shall be accessed directly from public corridors without requiring passage through women's locker room or office.

C. Dock and dock access

1. A floating dock ("Dock") shall be provided in the river. Dock shall be a minimum of 20 feet wide, in a direction perpendicular to the river's length, and 120 feet long, in a direction parallel to the river's length. Dock shall rise and fall with changes in water elevation. Top of dock to be between 5 and 6 inches above water elevation.
2. A hard surfaced pedestrian path from Building shall be provided to where the dock access ramp connects to the shore.
3. Access from the path onto the dock shall be provided in the form of a dock access ramp ("Ramp"). Ramp shall be fixed to Dock via a hinged connection to accommodate varying river water levels. Ramp configuration shall provide an accessible path from shore to Dock.
4. Provide docking capacity for up to eight (8) launches of dimensions 4.5 feet wide by 18 feet long, either between the landward side of the dock and the shore, or, as an alternate, at designated space at another dock on site.
5. Dock surface shall allow water to drain and shall be constructed with a slip-resistant material.
6. Dock edge shall be faced with rubber gasket to prevent damage to boats when docking.
7. Dock edges shall be equipped with docking cleats spaced at approximately 4 feet apart along on shore side of Dock.

D. Access to Facilities

1. The Tenant seeks use of the Facilities as soon as possible. Landlord shall indicate when Facility will be available.
2. Tenant shall have access to dock and access to the river when river is clear of ice, and at a minimum between February 15 and November 30 each year.
3. Tenant shall have access to parking and Building 24 hours per day, 365 days per year. Utilities in Building shall be available 24 hours per day, 365 days per year, with the exception of the water supply for exterior boat wash spigots, which shall be available from February 15 through November 30 each year.

2. LANDLORD SERVICES

A. Landlord shall provide the following:

1. Site security, including the prohibition of unauthorized persons on the site.
2. Snow removal to allow access to parking and Building within 24 hours of the cessation of snow accumulation from each separate storm, throughout the year. Snow to be removed from Dock and Dock Access beginning February 15 each year until November 30.
3. Maintenance of hazard insurance in amounts for the full replacement value of the Building and Dock during the term of the lease.

C-3 SPACE ALLOCATION AND FINISH SCHEDULE: UMass Amherst Rowing Lease

9/7/11

TYPE OF ROOM	PERSONNEL SPACE			SUPPORT SPACE			TOTAL			STAFF	PARTI- TIONS	FLOOR COVER	OTHER SPECIFICATIONS
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL	SPACES	SF	SUBTOTAL				
PERSONNEL AREAS													
Coaches Office	1	120	120				1	120	120	1	Full	CPT	Lock
Subtotal Personnel Areas	1		120	0		0	1		120	1			
SUPPORT													
Boat Storage				1	5,250	5,250	1	5,250	5,250		Open	Conc.	Locks, overhead doors
Women's Locker Room				1	1,080	1,080	1	1,080	1,080		Full	VCT	Keyless Touchpad Lock
Unisex shower				1	80	80	1	80	80		Full	VCT	Lock
Men's Bathroom				1	110	110	1	110	110		Full	VCT	
Women's Bathroom				1	110	110	1	110	110		Full	VCT	
Subtotal Support Areas				5	6,630	6,630	5	6,630	6,630				
MEETINGS	not applicable												
Conference Room													
Meeting Rooms													
Subtotal Meetings													
ENTRY AREAS	not applicable												
Reception/Transaction													
Seating													
Subtotal Entry Area													
Subtotal	1		120	5		6,630	6		6,750	1			
TOTAL									6,750				

FOR ESTIMATING PURPOSES ONLY

Full: Office or room with full height partitions and door
 Low: Open-area workstation or support area with low partitions
 Open: Open area with no partitions

LEASE PROPOSAL

Project RFP No: AA12-AT-4304

To: **University of Massachusetts Amherst ("University")**
Procurement Dept., 4th Level, Goodell Building
Amherst, MA 01003

Proposal No: _____

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the User Agency, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP; and that there are no known obstacles to prevent the owner from executing a lease, or which could invalidate such agreement. The undersigned agrees to provide a notarized statement listing the names and residences of all persons having a direct or indirect beneficial interest in the property, as required by M.G.L. Chapter 7, Section 40J; and certification that all state taxes have been paid by the owner in accordance with M.G.L. Chapter 62C, Section 49A and Chapter 151A, Section 194(b). The undersigned further agrees that the owner of the proposed property, if selected, will enter a lease substantially in the form of the one attached to the RFP. The undersigned acknowledges that the User Agency may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the Commonwealth's best interest. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

User Agency: **University of Massachusetts Amherst**

Address of Proposed Building: _____ Floor No: _____

City _____ State _____ Zip Code _____

Proposed Net Usable Area: _____ SF Term of Lease: _____ Years

Proposed Rent (From Section 2)

Average Rental Rate: _____ /SF

Costs not included in the rent (paid separately by User Agency)

<input type="checkbox"/> Lights and Plugs	<input type="checkbox"/> Janitorial Services
<input type="checkbox"/> Other Utilities (Specify) _____	<input type="checkbox"/> Reserved Parking
<input type="checkbox"/> Other: _____	

Proposer

Name of Proposer: _____

Contact: _____

Company Name: _____

Proposer's Address: _____

City _____ State _____ Zip Code _____ Tel: _____

Eligible Proposer as (check one):

Owner Broker Agent Other: _____

Proposer's Signature: _____ Date: _____

Owner

Name of Building Owner: _____

Owner's Address: _____

City _____ State _____ Zip Code _____ Tel: _____

2. Cost

Please complete the table below by filling in the proposed Total Rental Rate, the components of the Total Rental Rate, and the Total Annual Rent for the term of the lease. If there is a cost which is not included in the proposed Total Rental Rate, which the agency must pay separately, please enter "Extra" in the appropriate space below. On page one of the proposal form, Please check the appropriate box to confirm that this cost is excluded from the proposed rent.

The User Agency encourages submission of gross, flat rent proposals. If this proposal is for a stepped rent which changes over the term of the lease or a rent which excludes certain components listed below, the User Agency encourages the proposer to submit an alternate proposal for a flat gross rental rate.

All cost information related to this proposal should be included on this page.

Proposed Rental Rate (\$/sf/yr)	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Base Rental Rate					
Tenant Improvements					
Janitorial					
Lights and Plugs					
Other Utilities _____					
Boat Racks _____ ref section C.1.A.4					
Oar Storage _____ ref section C.1.B.1.(j)					
Other _____					
Total Rental Rate					
Total Annual Rent					
Average Rental Rate					

The bidder guarantees that any increase in Total Annual Rent rates for the period of Extensions 1 and 2 contract periods will not exceed the lower of the percentage rate of increase in the National Consumer Price index for Urban consumers(CPI-U), under the expenditure category for all items, over the previous twelve month period _____ % .

Comments:

Instructions: Please complete the remaining sections to the best of your knowledge and ability, and attach all documents requested, including any information that may assist the University in evaluating your proposal in light of the RFP.

3. Location

3.1 Search Area

Confirm that the proposed building is located within the search area defined in the RFP. Yes No

3.2 Access

List closest highway exits and major arterial roads and estimate their distance from the proposed building:

List public transit lines serving the building and estimate their distance from the proposed building:

3.3 Proximity

Estimate the distance to the proposed building from any building or location to which the User Agency needs to be near, as identified in the RFP.

3.4 Parking: Refer to Section A - 1.3 and Section C of the RFP for the number of spaces needed.

Public Indicate the number of public parking spaces in the vicinity of the proposed building:
 _____ including _____ handicapped public spaces.

Reserved Indicate the number and location of reserved parking spaces included in this proposal.

Address	Regular Spaces	Handicapped Spaces	Total Spaces

3.5 Neighborhood Characteristics

Check below the uses of all adjoining buildings or land:

Commercial Residential Industrial Vacant Land Other (specify) _____

List amenities (banks, restaurants, shops, etc.) within a ten minute walk of the building:

Describe neighborhood characteristics relating to safety and security:

4. Building Conditions: Enclosure, Systems, and Common Areas

4.1 Building Statistics

Year of initial construction: _____ Gross sf: _____
No. floors: _____ Floor load: _____ lb/sf Rentable sf: _____
No. elevators: _____ Passenger _____ freight Usable sf: _____
Year & scope of lastest renovations: _____

Building use: Estimate percentage break-down of existing tenants in the building:

____ Office ____ R&D ____ Retail ____ Warehouse ____ Manufacturing ____ Residential
____ Vacant ____ Other (specify) _____ % building occupied _____

4.2 Building Enclosure

Type of Construction: [] Brick [] Concrete [] Steel [] Wood [] Other (specify) _____
Type of Exterior Walls: [] Brick [] Concrete [] Stone [] Wood [] Other (specify) _____
Type and Age of Windows: type _____ date installed _____ Operable _____
Type of Roof: _____ Year of Installation/Reroofing: _____

Describe any proposed improvements to building enclosure: _____

4.3 Building Systems

Fire Safety Systems:

Write E for those that exist, and P for those that do not exist but that will be provided prior to occupancy.

____ Sprinkler ____ Smoke Detectors ____ Fire Alarm
____ Fire Escapes ____ Fire Escape Signs ____ Fire doors/walls
____ Exit route diagrams ____ Emergency Lighting ____ Fire Extinguishers/Hose Closets

Heating System:

Type of system, fuel source, date of installation _____
Date and scope of lastest renovations _____
Available capacity for the proposed space _____

Air Conditioning and Ventilation System:

Type of system, fuel source, date of installation _____
Date and scope of latest renovations _____
Available capacity for the proposed space _____

Electrical System:

Transformer capacity and date of installation _____
Date and scope of lastest renovations _____
Availabe capacity for the proposed space _____

Describe any proposed improvements to building systems: _____

7. Specifications

7.1 Does your Proposal comply precisely with the landlord services specifications of the RFP? Yes No
If you answered NO above, please identify and describe the items that do not comply and for which you are proposing an alternative.

7.2 Does your Proposal comply precisely with the tenant improvements specifications of the RFP? Yes No
If you answered NO above, please identify and describe the items that do not comply and for which you are proposing an alternative. You may attach a copy of the Tenant Building Standards and Finish Specifications.

8. University Standard Lease

Confirm that the owner of the proposed property will enter into a lease substantially in the form of the one attached to the RFP. Please refer to Section 5.5 of the RFP. Yes No
If you answered NO, please identify all proposed revisions.

9. Commonwealth Policy Objectives

Is proposed building in a Downtown Center? Yes No

Is proposed building listed on the National Register of Historic Places? Yes No

Has proposed building been certified as a Historic Landmark by a local Historic Commission? Yes No
If you answered YES on either of the last two questions, please attach evidence of historic building status.

10. References (*UMass reserves the right to contact other parties who may be familiar with the building and/or landlord*)

10.1 Current Tenants of Building Owner

List name, title, address and telephone number of at least three (3) persons or entities who are current tenants of the building owner, preferably at least one (1) of whom is a current tenant of the proposed building.

Company Name Address Telephone No.

10.2 Rental agreements with the Commonwealth of Massachusetts

List all rental agreements between the owner and the Commonwealth of Massachusetts which were in effect within the last five years.

Agency Address Telephone No.

10.3 Building Management

Identify the management firm or individual which will provide property management services for proposed building and state how long this firm or individual has managed the proposed building.

10.4 Institutional Lender(s)

List at least one institutional lender with whom the owner has done business in the prior twelve (12) months, preferably in relation to the proposed building.

Institution Contact Telephone No.

11. Requested Documents

Please enclose the documents listed below with lease proposal.

11.1 Map indicating the location of: 1) the Proposed Building, 2) parking facilities in the vicinity, 3) public transit stops serving the building, if any, and 4) major roadways.

11.2 Floor Plans consisting of a measured drawing for each floor included in the proposed lease premises, on a scale of 1/8" = 1'-0" or larger. These drawings should indicate location of the following:

- a) All structural elements and limitations;
- b) All entrances and exits;
- c) All non-structural partitions, including those which adjoin other tenants;
- d) All windows, with head and sill heights;
- e) All restrooms, and mechanical, electrical, and telephone rooms;
- f) All heating, ventilating, and air-conditioning equipment.

11.3 A photograph of the exterior of the building (if available).

THIS OFFICIAL FORM MAY NOT BE ALTERED.
NECESSARY MODIFICATIONS TO THE TERMS OF THIS
AGREEMENT MUST BE MADE BY SEPARATE RIDER.

UNIVERSITY OF MASSACHUSETTS
STANDARD OFFICE LEASE

ARTICLE I: SUMMARY

1.1 Subjects Referred To

Each of the references in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Article and, unless defined elsewhere in this Lease, constitutes the definition of the listed term.

DATE OF LEASE:

LANDLORD:

ORIGINAL ADDRESS OF LANDLORD:

TENANT:

The University of Massachusetts acting by and through its authority granted in Chapter 68 of the Acts of 2011.

ORIGINAL ADDRESS OF TENANT:

TENANT'S REPRESENTATIVE:

Name: _____

Address: _____

and/or such other persons as Tenant may designate from time to time as set forth in Section 4.4

BUILDING (ADDRESS):

PREMISES:

Floor(s) _____
Room(s)/Suite _____
within the Building as shown in Exhibit____, together with all of Landlord's Improvements (as such term is defined in Section 4.1) made within the Premises pursuant to the terms of this Lease.

USABLE AREA OF PREMISES:

Office Space _____ square feet
Storage Space _____ square feet

RESERVED PARKING SPACES:

Number _____
Location _____

PERMITTED USES:

Subject to the provisions of Section 6.1, Tenant shall use the Premises for the following purposes:

INITIAL LEASE TERM:

Beginning on the Date of Occupancy, as defined in Section 3.2, and continuing until midnight of the day immediately preceding the fifth (5th) anniversary of such date.

All references in this Lease to the "Term" hereof shall be construed to include the Initial Lease Term and each extension term ("Extension Term"), if any, provided for in a separate Rider to this Lease, unless otherwise expressly stated. All references to the "Expiration Date" shall be construed to mean the last day of the Initial Lease Term or the then applicable Extension Term, unless otherwise indicated.

BASE RENT FOR INITIAL LEASE 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

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RIDERS AND EXHIBITS

These are incorporated into and made part of this Lease:

Rider to Lease

- 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 Reserved 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: Construction Schedule
- Exhibit E: Landlord's Beneficial Interest Disclosure Statement
- Exhibit F: Landlord's Certificate of State Tax Compliance
- Exhibit G: Standard Tenant ESTOPPEL Certificate
- Exhibit H: Standard Subordination, Non-Disturbance and
Attornment Agreement

ARTICLE II: PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises.

Tenant shall have, as appurtenant to the Premises, the right to use in common with other tenants of the Building (and subject to the rules of the Building as set forth in Section 6.4): (i) the common lobbies, malls, 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 and smoking rooms, 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

For the purposes of this Lease, the term "Usable Area" shall mean, 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 which abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether Tenant occupies the entire floor or the entire Building.

Landlord acknowledges that Tenant has relied upon the information contained in Exhibit A-1, Landlord's Measured Drawings of the Premises, in establishing the Usable Area of the Premises set forth in Section 1.1 and that the Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in Section 1.1 as so established. Landlord warrants and represents to Tenant that said Exhibit A-1, is complete and accurate in all respects. In the event it shall be determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in said Exhibit A-1 by a factor of two percent (2%) or more, then, at the option of Tenant, this Lease shall be amended to state the actual Usable Area of the Premises and the Rent shall be adjusted downward to reflect such actual Usable Area.

ARTICLE III: RENT; DATE OF OCCUPANCY

3.1 Rent Payment

Tenant agrees to pay, and Landlord agrees to accept, the Rent described in Section 1.1. Equal monthly installments of Rent shall be payable in arrears on or before the tenth (10th) day of the month for which said Rent is due. If the Initial Lease Term commences other than on the first day of a month or ends other than on the last day of a month, the Rent for such fractional month shall be prorated. Notwithstanding the first sentence of this Section, the prorated Rent for the portion of the month in which the Initial Lease Term commences shall be paid at the same time as the first installment of monthly Rent for the first full month of the Initial Lease Term.

If any installment of Rent is not paid when due, Landlord shall be entitled to late payment interest on the overdue amount in accordance with and subject to Massachusetts General Laws Chapter 29, Section 29C and any regulations or administrative bulletins thereunder.

3.2 Date of Occupancy; Commencement of Rent Obligation

The obligation of the Tenant to pay Rent shall begin on the Date of Occupancy. The Date of Occupancy shall be the earlier of (a) the fifteenth (15th) day after the Premises are available for Tenant's occupancy, or (b) the day the Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises shall be deemed available for Tenant's occupancy only when (i) Landlord has substantially completed all of the Landlord's Improvements (as defined in Section 4.1) in accordance with the terms of this Lease, with only Punchlist Items (as defined in Section 4.1) excepted, and (ii) Landlord has provided Tenant with a copy of a Certificate of Completion issued by the project architect, and (iii) Landlord has provided Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, and (iv) Landlord has provided Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, will satisfy 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, and (v) Landlord has provided Tenant with the certificates of insurance required by Section 8.2.

Notwithstanding that Landlord may have met all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy shall not be deemed to have occurred prior to the Completion Date set forth in Section 4.1 unless Tenant has actually taken possession of the Premises and has begun to use the Premises for any or all of the Permitted Uses prior to said date. Tenant agrees to execute a letter to Landlord confirming the Date of Occupancy within ten (10) business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry Prior to Term Without Charge

With the prior approval of Landlord, Tenant may enter the Building and Premises prior to the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture and fixtures, and to otherwise prepare the Premises for occupancy by Tenant. Landlord will not withhold or delay such approval, provided Tenant coordinates its work with the construction of 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 may require that Tenant and its contractors be accompanied by a representative of Landlord, and Tenant agrees on behalf of itself and its contractors to comply with any and all reasonable directions given by said representative of Landlord.

In order to assist Tenant with Tenant's preparation, move into and occupancy of the Premises, Landlord shall provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment and services reasonably required by Tenant. Such information shall be provided within reasonable promptness following a request by Tenant, whether before or after commencement of the Lease Term.

ARTICLE IV: IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

Landlord, at its sole cost and expense (except as otherwise specifically provided in this Lease), shall furnish all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas required by the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. All such alterations and improvements to be made by Landlord in or about the Premises are hereafter referred to as the "Landlord's Improvements".

4.2 Working Drawings

Landlord shall cause to be prepared, at Landlord's sole cost and expense, drawings, specifications and general requirements (hereafter referred to collectively as "Working Drawings") for all of the Landlord's Improvements which shall fix and describe the location, dimensions and character of the Landlord's Improvements and shall conform, in all respects, to the Schematic Space Plan attached hereto as Exhibit B, the Specifications for the Premises attached hereto as Exhibit C, and all other terms and conditions of this Lease. Without limiting the foregoing, each of the requirements designated below shall apply to the Working Drawings:

- The Working Drawings shall be prepared and stamped by an architect licensed in the Commonwealth of Massachusetts, as required by code.

The Working Drawings shall specifically include, at a minimum:

- Floor plans indicating room and corridor locations, column locations, partition layout, door and window locations and structural modifications.
- Electrical and telephone/data cabling plans, indicating outlets, jacks, devices and panels.
- Reflected ceiling plan indicating lighting, HV AC supply and return grilles and fire protection devices.

- HV AC plans indicating 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.

The Working Drawings shall be subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord shall submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and User Agency, (ii) listing each document comprising the Working Drawings submitted by Landlord, and (iii) requesting Tenant's approval thereof. Within ten (10) working days after receipt of the Working Drawings, Tenant shall 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, the Working Drawings shall be deemed approved by Tenant.

In the event of disapproval of the Working Drawings by Tenant, Landlord shall, within ten (10) working days after such notice is given, submit new or corrected Working Drawings to Tenant. The re-submission shall be subject to review and approval by Tenant in accordance with the procedure provided herein for an original submission until Working Drawings have been fully approved by Tenant. Upon Tenant's full approval of the Working Drawings, the Working Drawings shall be deemed incorporated into and made a part of this Lease for all purposes.

The Working Drawings shall, at all times, remain in conformity with the requirements of Exhibits Band C and all other terms and conditions of this Lease, and Landlord shall give Tenant written notice specifying any proposed change in the Working Drawings after their approval by Tenant at least three (3) business days in advance thereof. Without limiting the foregoing, if Landlord desires to make any change in the Working Drawings after their approval by Tenant, and such change will, in any manner, reduce the utility, lower the quality or affect the appearance of all or any part of Landlord's Improvements, or increase Tenant's cost to use and occupy the Premises, Landlord shall submit the proposed change to Tenant for its approval, which approval shall be given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C and all other terms and conditions of this Lease. Landlord shall request and Tenant shall approve proposed changes in the Working Drawings in accordance with the procedure provided herein for an original submission.

Notwithstanding any other provision of this Lease, in the event Tenant shall request changes to the Working Drawings or the Landlord's Improvements which shall cause an increase in the Rent or require Tenant to pay any additional sums to Landlord or its contractors, no such changes shall be made and Tenant shall have no liability for any costs incurred by Landlord or any other party in connection therewith, unless and until a written amendment to this Lease specifying such change and the additional Rent or other payment to be made by Tenant is executed by Landlord and Tenant.

It is understood and agreed that Landlord and its architects and engineers shall be fully and completely responsible for all aspects of the design, engineering and construction of the Landlord's Improvements. 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 shall render Tenant responsible for the design, engineering or construction of the Landlord's Improvements or invest Tenant with any responsibility for defects therein or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

Subject to Tenant Delays, as hereafter defined, and Force Majeure Causes (as defined in Section 15.1) as hereafter set forth, all of Landlord's Improvements shall be substantially completed and the Premises made available for Tenant's occupancy within _____ weeks after delivery of a fully-executed copy of this Lease to Landlord (the "Completion Date"). If, at any time, it appears that this deadline will not be met, Landlord shall notify Tenant immediately in writing. Such notice shall advise Tenant of the reasons for such delay and of the new projected Completion Date.

In the event the Completion Date is delayed due to Force Majeure Causes, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed as a result of such Force Majeure Causes, but in no event shall such extension of the Completion Date for Force Majeure Causes exceed one hundred and fifty (150) days in the aggregate without Tenant's consent, which consent may be withheld by Tenant for any reason or for no reason.

In the event the Completion Date is delayed due to a Tenant Delay, then the Completion Date set forth above, as it may be amended from time to time, shall be extended by the actual number of days the Completion Date was delayed by such Tenant Delay. For the purposes of this Lease, the term "Tenant Delay" shall mean 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 has continued for a period of more than two (2) business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date (such notice to be sent to Tenant in an envelope bearing the following notice on the outside in bold-face type: **NOTICE OF TENANT DELAY - OPEN IMMEDIATELY**):

- (a) Tenant's request for special work not included in the Working Drawings approved by Tenant or otherwise required by this Lease; or
- (b) Tenant's request for a change in the Working Drawings previously approved by Tenant; or
- (c) Delays in the delivery, installation or completion of any work performed by Tenant or Tenant's contractors; or
- (d) Any failure by Tenant to perform any of its obligations under this Lease.

The extension of the Completion Date for Tenant Delays as provided in the preceding paragraph shall be Landlord's sole and exclusive remedies for Tenant Delays, notwithstanding the provisions of Section 16.8 or any other provisions of this Lease.

The Landlord's Improvements shall be considered substantially completed for the purposes of this Lease only when (i) Landlord has performed the work required to be performed by Landlord in the Working Drawings approved by Tenant, 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) the water supply, sewage, heating, ventilating, air conditioning, and electric facilities are available to Tenant in accordance with the obligations assumed by Landlord under this Lease, (iii) the Premises are free of debris and construction materials, are in a usable and habitable condition, and have been cleaned by Landlord.

Subject to Tenant Delays and Force Majeure Causes only, Landlord shall cause Landlord's Improvements to be completed in accordance with the Construction Schedule annexed hereto as Exhibit D. Landlord shall keep Tenant apprised of the progress of the work to be performed by Landlord hereunder. In the event there is any delay in the progress of the work of five (5) days or more, Landlord shall notify Tenant of such delay immediately regardless of whether Landlord anticipates that such delay shall cause a delay in the Completion Date. Said notice shall advise Tenant of all changes or adjustments in the Construction Schedule, the cause thereof, and the corrective efforts, if any, made or to be made by Landlord.

If, for reasons other than Tenant Delays or Force Majeure Causes, the Landlord's Improvements are not substantially completed and the Premises made available for Tenant's occupancy by the Completion Date as it may have been extended, and notwithstanding termination of this Lease by Tenant as hereinafter provided, Landlord shall pay to Tenant any and all costs, fees and expenses which 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 rental rate under this Lease and the rent it incurs during the period of delay by Landlord.

In the event the Landlord's Improvements are not substantially completed by Landlord within sixty (60) days after the Completion Date, as it may be extended for Tenant Delays, Force Majeure Causes or otherwise by agreement of Landlord and Tenant, Tenant may, at its sole option, terminate this Lease. The termination of this Lease by Tenant hereunder shall not relieve Landlord of its obligation to pay Tenant any and all costs, fees and expenses which Tenant may incur as a result of Landlord's delay in making the Premises available for occupancy by Tenant as provided in the preceding paragraph, nor shall such termination limit any claim for damages to which Tenant may be lawfully entitled by reason of Landlord's failure to perform its obligations hereunder.

Notwithstanding Tenant's consent to any extension of the Completion Date, all Punchlist Items shall be completed promptly by Landlord and in no event shall such items be completed later than thirty (30) days after the Date of Occupancy. For the purposes of this Lease, the term "Punchlist Items" shall mean only minor and insubstantial details of decoration or mechanical adjustment which shall not impair Tenant's ability to use and occupy the Premises in accordance

with the terms of this Lease. On or before the Date of Occupancy Landlord and Tenant shall conduct a walk-through of the Premises and shall identify, in writing, all Punchlist Items to be completed by Landlord.

The construction of the Landlord's Improvements shall be (i) coordinated with any work being performed by the Tenant provided such coordination will not materially interfere with Landlord's construction schedule, delay the Completion Date or increase the cost of 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. No approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

4.4 Tenant's Representative

Tenant has designated the individual(s) named in Section 1.1 as Tenant's Representative, with 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 Tenant's representative shall have no authority whatsoever to alter, waive or modify any of the provisions of this Lease (which may only be done in accordance with the provisions of Section 16.1). All Working Drawings and any requests for changes or modifications thereto shall be delivered to Tenant's Representative. Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the Landlord's Improvements shall be communicated to Landlord by Tenant's Representative, or his/her successor, and Landlord shall rely only upon communications received from such individuals, unless otherwise notified by Tenant in writing.

ARTICLE V: LANDLORD'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings

Landlord warrants and represents that 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).

Landlord warrants and represents that 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.

Landlord warrants and represents that Landlord has full legal capacity to enter into this Lease.

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 warrants and represents that Landlord is validly organized and existing, that Landlord is in good standing in the state, commonwealth, territory, or jurisdiction of its organization, and that Landlord is authorized and qualified to do business in the state, commonwealth, territory, or jurisdiction in which the Premises are located.

Landlord warrants and represents that the execution of this Lease has been duly authorized and that each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord thereby.

Landlord warrants and represents that Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

Landlord warrants and represents that 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 hereunder.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents that it shall deliver the Premises to Tenant in good, clean and rentable condition and otherwise in accordance with the terms and conditions 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 shall 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 handicapped accessibility) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance rating body or bodies.

If at any time any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance rating body shall notify 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 shall demand compliance, then Landlord shall, upon receipt of such notification, promptly cause such repairs, alterations or other work to be done so as to bring about the compliance demanded. Landlord may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Landlord and by appropriate legal proceedings, provided that such failure to comply shall in no way interfere with Tenant's use of the Premises for the Permitted Uses, or subject Tenant or its employees or invitees to any increased risk of injury to their persons or property, or adversely affect any other right of the Tenant under this Lease, or impose any additional obligation upon the Tenant.

5.3 Quiet Enjoyment

Landlord hereby warrants and covenants that so long as there has not occurred an Event of Default (as defined in Section 9.1) by Tenant under this Lease, Tenant shall have peaceful and

quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord.

Landlord or its agents may, at reasonable times and without unreasonably interfering with Tenant's use, occupancy and enjoyment of the Premises, enter the Premises to make repairs or to view the Premises. Landlord shall give Tenant a minimum of forty-eight (48) hours notice for such visits (which notice may be given by "FAX" in the case of minor repairs taking one day or less to complete or to view the Premises); provided, however, that Landlord may enter the Premises at any hour and without forty-eight (48) hours notice in the case of an emergency affecting the Premises.

Landlord may enter to show the Premises to prospective tenants only during the last six (6) months of the Lease Term. Landlord shall notify Tenant (which notice may be given by "FAX") at least twenty-four (24) hours prior to showing the Premises to prospective purchasers, tenants or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

Landlord shall, during the entire Lease Term, promptly remedy, repair or replace any defective aspects of Landlord's Improvements which appear after the Date of Occupancy ("Latent Defects").

Subject to Landlord's obligation to correct Latent Defects, Landlord shall keep and maintain the Premises, including, without limitation, all equipment and fixtures furnished by Landlord 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 at the beginning of the Term of this Lease, reasonable wear and tear, damage caused by fire or casualty (except as provided in Section 7.1) and damage caused by the negligence, breach of this Lease or willful misuse of Tenant excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Landlord's obligations hereunder shall 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 shall make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as may be necessary to keep them in good condition consistent with the quality of similar buildings in the same general locality.

Routine repairs to the Premises or to any of Landlord's Improvements outside of the Premises shall be made by Landlord within five (5) business days after Landlord discovers or is notified by Tenant of the condition requiring repair, or within such shorter time period as may be required by applicable law, code or regulation. As used herein the term "routine repairs" shall mean any repair that is not an "emergency repair" as defined in the next paragraph.

Emergency repairs to the Premises, Landlord's Improvements or any other portion of the Building shall be made immediately upon notice to Landlord or its authorized representative of the condition requiring repair. As used herein, the term "emergency repair" shall mean any repair

or replacement that is required to remove an immediate threat to the life, health, or safety of persons or property upon the Premises or the appurtenant areas described in Section 2.1.

All repairs by Landlord shall be completed (i) at Landlord's sole cost and expense except as provided in Section 6.2, (ii) in a good and workmanlike manner, (iii) with respect to repairs of the Premises or 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.

In (i) scheduling and carrying out the repairs required by this Lease, (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 shall make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. In the event any such repairs or maintenance by Landlord shall cause Tenant to be deprived of the use or quiet enjoyment of all or any material portion of the Premises for a period of more than two (2) consecutive business days, the Rent for each succeeding day shall 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 its agents or contractors.

5.5 Delivery of Services and Utilities

Landlord shall furnish janitorial and other services, utilities, facilities and supplies as set forth in Exhibit C.

5.6 Hazardous Substances

Landlord represents that it has no knowledge of and has not received any notice of the current or past existence of any materials currently considered to be Hazardous Substances existing, deposited or discharged on or from, or transported to, from or across or migrating toward or across the Premises. For purposes of this Lease, Hazardous Substances shall mean (i) any "hazardous substances", "hazardous material", "toxic substance", "hazardous waste" or "solid waste" as such terms are presently defined in the Comprehensive Environmental Response and Liability Act of 1980, as amended from time to time (42 U.S.C. 9601 et seq.) and the regulations thereunder, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substances" for the purposes of such laws; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) any hazardous waste or solid waste as defined in the Resource Conservation and Recovery Act of 1976 as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A 6901 et seq.); (v) any material, waste or substance which is (A) petroleum, (B) asbestos or asbestos containing materials, (C) poly-chlorinated biphenyls, (D) urea-formaldehyde ("UFFI") or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. 1251 et seq.), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosives; or (F) radioactive materials; and (vi) any additional substances or materials which are now or hereafter considered to be "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes", or "solid wastes" or regulated substances or

materials under (including, without limitation, any asbestos containing materials) under any state, federal or local law, rule or regulation governing health, safety, natural resources or the environment relating to the Premises, including, without limitation, Chapter 21E of the Massachusetts General Laws (Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous materials promulgated thereunder, Chapter 21C of the M.G.L., and hazardous and inflammable substances regulated under M.G.L. Chapter 148. All of the foregoing statutory references are to such statutes which are currently in effect and as may be hereafter modified, amended or supplemented.

Landlord agrees that it shall not cause or permit any materials which at the time are Hazardous Substances to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises, or to migrate toward the Premises, provided, however, that this shall not (i) prohibit Landlord from permitting other tenants of the Building from using Hazardous Substances on the same terms and conditions as are applicable to Tenant hereunder, or (ii) prohibit Landlord and its contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents or similar supplies necessary to carry out its construction, repair and maintenance obligations hereunder which may constitute Hazardous Substances, provided that such use, including storage and disposal thereof, by Landlord is in compliance with 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 now or hereafter in effect.

Landlord shall indemnify, save harmless and defend 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 Substances on the Premises or the Building prior to the Date of Occupancy, or after such date with respect to Hazardous Substances released or placed on the Premises or the Building by Landlord, its employees, agents, independent contractors, or invitees (which shall include, for the purposes of this Section, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving Hazardous Substances in breach of Landlord's obligations in the preceding paragraph.), and shall assess, remediate or remove all such Hazardous Substances 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 now or hereafter in effect. This indemnity shall survive termination of this Lease. Tenant shall, promptly upon discovery thereof, notify Landlord of any facts or circumstances which may give rise to any claim by Tenant hereunder.

ARTICLE VI: TENANT'S COVENANTS

6.1 Use of Premises

Tenant shall use the Premises only for the Permitted Uses set forth in Section 1.1, provided, however, that Tenant may use the Premises for other purposes if such use (i) is consistent with the other tenant uses of the Building, (ii) will not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) will not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and

Building) required by this Lease any other services currently provided to the tenants of the Building, and (iv) is otherwise consistent with all other obligations of Tenant under this Lease.

Tenant shall not cause or permit any nuisance in the Building and shall not conduct any activity within the Premises or Building that will interfere with the rights of other tenants or occupants of the Building.

Tenant covenants and agrees that Tenant will not do or permit anything to be done in or upon the Premises or Building, or bring anything thereon, which shall increase the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses or which shall void such insurance. Tenant further agrees that in the event Tenant shall do any of the foregoing, Tenant shall promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional Rent hereunder or Tenant shall cease all activities which cause the voiding of the insurance, as the case may be.

6.2 Care of Premises

Tenant shall not injure, deface or commit waste in the Premises or any part of the Building. Tenant shall exercise reasonable care to ensure that all systems, fixtures and equipment installed by Landlord are used only for their intended purposes and that the electrical, mechanical and structural systems of the Building and Premises are not overloaded. Tenant shall 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 Substances

Tenant agrees that it shall not cause or permit any Hazardous Substances (as defined in Section 5.6) to be used, generated, stored or disposed of on, under or about, or transported to, from or across the Premises.

Nothing herein shall prohibit Tenant from using minimal quantities of cleaning fluid and office or household supplies which may constitute Hazardous Substances, but which are customarily present in and about premises devoted to the Permitted Uses, provided that such use, including storage and disposal thereof, by Tenant is in compliance with 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 now or hereafter in effect.

In the event Tenant, its employees, agents, independent contractors or invitees, causes the release or threatened release of Hazardous Substances from the Premises, Tenant shall promptly notify Landlord and Tenant shall, without cost to Landlord, take such action or cause others to take such action as may be necessary to assess, remediate or remove such Hazardous Materials 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 now or hereafter in effect.

6.4 Compliance With Applicable Laws and Removal of Liens

Tenant shall comply with all laws, orders and regulations of federal, state, county and city authorities and with any of Landlord's rules and regulations which may be set forth in this Lease (or which Landlord may hereafter establish, provided same do not conflict with the provisions of this Lease). Tenant may defer compliance so long as the validity of any such law, order or regulation shall be contested in good faith by Tenant and by appropriate legal proceedings, if Tenant first gives Landlord appropriate assurance reasonably satisfactory to Landlord against any loss, cost or expense on account thereof, and provided such contest shall not subject Landlord to criminal penalties or civil sanctions, loss of property or civil liability. Tenant shall not cause or allow any liens of any kind to be filed against the Premises. If any liens are so filed, then Tenant shall, within fifteen (15) days after receiving written notice of such lien, at its sole cost and expense take whatever action is necessary to cause such lien to be released of record without cost to Landlord.

6.5 Assignment and Subleasing

Tenant shall not assign, sublet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Landlord and Tenant agree that Landlord may withhold its consent to any proposed Transfer to a Transferee who, by reputation, financial strength or expected use is not comparable to other types of tenants in the Building or is not deemed by Landlord, in its reasonable business judgment, to be an acceptable credit risk. Any transferee shall, by valid written instrument, expressly assume for itself and its successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant shall have no further obligations of Tenant hereunder.

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

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

Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.

As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of the Tenant's interest in the Lease by operation of law.

Notwithstanding any contrary provisions of this Section 6.5, in connection with any proposed Transfer, Landlord shall have an option to cancel and terminate this Lease if the request is to assign the Lease or to sublet more than eighty percent (80%) of the Premises; or, if the 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 term of the sublease. Landlord shall exercise said option in writing within thirty (30) days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case such cancellation or termination shall occur as of the effective date of the proposed Transfer. In such event, Landlord shall be permitted to enter into a direct lease with the proposed Transferee. 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 University of Massachusetts or the transfer of the University of Massachusetts' obligations under this Lease from its jurisdiction to another agency of state government, shall not be a Transfer (and, therefore, shall not require Landlord's prior written consent) provided that the Premises continue to be used for the Permitted Uses as set forth in Sections 1.1 and 6.1. Nevertheless, Tenant shall advise Landlord in writing if any agency of state government other than the University of Massachusetts shall occupy all or any portion of the Premises or if there is a transfer of its obligations under this Lease to the jurisdiction of another agency of state government.

6.6 Alterations and Additions

Tenant may make non-structural alterations or additions to the Premises ("Tenant Alterations") provided that Tenant shall first obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Landlord may withhold its 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 which would materially and adversely affect the appearance or value of the Building or the mechanical, electrical, sanitary or other systems of the Building.

As a condition to giving its consent to any Tenant Alterations, Landlord may require that all or a portion of such Tenant Alterations be removed by Tenant at the expiration or earlier termination of this Lease, provided that Landlord shall designate all such items to be removed at the time Landlord gives its consent.

As a further condition for its consent, Landlord may require that, prior to the commencement of the work, Tenant submit to Landlord for its approval plans and specifications that reasonably fix and describe all of the proposed Tenant Alterations. Landlord agrees to review Tenant's plans and specifications and to advise Tenant in writing of approval or disapproval within ten (10) business days after submission. In the event of disapproval, Landlord shall advise Tenant of the reasons therefor and of the changes necessary to obtain Landlord's approval. If Landlord fails to notify Tenant of disapproval within said time period, Tenant's plans and specifications shall be deemed approved.

All such Tenant Alterations shall be (i) done at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) completed in accordance with any plans and specifications approved by Landlord and in a good and workmanlike manner, with materials

in quality at least equal to the then present construction, (iii) performed by contractors approved by Landlord, provided that Landlord's approval shall not be required for any contractors selected by Tenant pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) performed and completed in compliance with all applicable laws, ordinances, codes and regulations of governmental authorities and regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) performed and completed at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. No approval by Landlord of any plans and specifications or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, shall be construed as a waiver of any of the requirements of this paragraph.

At all times during the construction of any Tenant Alterations, Tenant shall cause its 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 (a) commercial general liability insurance for the mutual benefit of Landlord and Tenant with limits reasonably established by Landlord to protect against the risks or nature of the construction to be undertaken or customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (b) such builders risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts deemed reasonably necessary by Landlord. Tenant shall not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained and certificates evidence such coverage have been delivered to and approved by Landlord. Each insurance policy shall be with a company authorized to do business in Massachusetts and shall provide that Landlord shall be given at least twenty (20) days prior written notice of any alteration or termination of coverage.

Landlord shall have the right to inspect the work as it progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant and shall promptly cause any such lien to be released of record without cost to Landlord. All Tenant Alterations shall remain the exclusive property of the Tenant until the Tenant vacates the Premises. The Tenant may at any time, at its sole option, remove any such Tenant Alteration and restore the Premises to the same conditions as prior to such Tenant Alteration, reasonable wear and tear and damage by fire or other casualty excepted. Any such Tenant Alterations remaining upon the Premises after Tenant vacates the Premises shall become the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

Tenant shall, at the expiration or other termination of this Lease, remove all Tenant's effects from the Premises. Tenant shall surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the same 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 shall become the property of Landlord. If Landlord removes and disposes of such property, Tenant agrees to pay the

reasonable costs thereof, less any salvage value actually recovered by Landlord, provided such claim is submitted to Tenant in writing within thirty (30) days after Tenant vacates the Premises.

ARTICLE VII: CASUALTY; EMINENT DOMAIN

7.1 Damage by Fire or Other Casualty

If the Premises or any other portion of the Building to which Tenant has appurtenant rights under Section 2.1 (and which is necessary for reasonable access to or egress from the Premises or for Tenant's use and enjoyment of the Premises as contemplated by this Lease) shall be damaged by fire or other casualty, then, subject to the next paragraph of this Section, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against insurers based upon any such damage and, subject to the then applicable building codes, zoning ordinances and other legal requirements, Landlord shall proceed with diligence to repair such damage or destruction and restore the Premises and Building as nearly as practicable to their condition prior to such casualty at Landlord's sole expense (but, provided Landlord has maintained the casualty insurance required by this Lease, only to the extent of insurance proceeds made available to Landlord by its insurers and any mortgagee of the Building). Notwithstanding the forgoing, Landlord shall have no duty to repair any damage to any Tenant Alterations unless the damage thereto was caused by the negligence, breach of this Lease or willful misconduct of Landlord.

Notwithstanding the preceding paragraph, if either Landlord or Tenant shall determine in its reasonable business judgment that the damage to the Premises or the Building is of such a character that the same cannot, in accordance with the preceding paragraph, reasonably be expected to be repaired by Landlord within one hundred and fifty (150) days from the date of the fire or other casualty, then either Landlord or Tenant may terminate this Lease. Tenant may also elect to terminate this Lease if Landlord, having notified Tenant of its intention to repair the damage to the Premises or Building as hereafter provided fails to complete such repairs within one hundred and fifty (150) days after such fire or other casualty.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a fire or other casualty shall be subject to the following notice provisions. Within thirty (30) days after the occurrence of a fire or other casualty, Landlord shall notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease in accordance with the preceding paragraph (i) within thirty (30) days after the occurrence of a fire or casualty or (ii) within thirty (30) days after the expiration of the 150-day period given to Landlord to repair the Premises, if this Lease has not been terminated and Landlord has failed to complete such repair within said 150-day period, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty (30) days after the giving of notice of thereof. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however to other provisions of this Section.

If any damage to the Premises or Building or the repair thereof by Landlord shall (i) render any part of the Premises unfit for use and occupation by Tenant or otherwise materially interfere with

Tenant's use and occupancy of the Premises, or (ii) cause a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just proportion thereof shall be abated until the Premises and/or such services have been restored as required hereunder.

7.2 Condemnation - Eminent Domain

If all or any substantial part of the Premises or Building shall be taken for any public or quasi-public use under governmental law or by right of eminent domain ("Taking") this Lease shall terminate at the election of Landlord, which may be made notwithstanding that Landlord's entire interest in the Building may have been divested. Tenant may also elect to terminate this Lease if the Taking would materially interfere with Tenant's use and occupancy of the Premises (even if the Premises and Building are reconstructed by Landlord 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 its reasonable business judgment, that any reconstruction of the Premises and/or Building necessary for Tenant's use and occupancy of the Premises in accordance with the terms of this Lease cannot, in ordinary course, be expected to be completed by Landlord within one hundred and fifty (150) days from the date of the Taking, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within one hundred and fifty (150) days after the Taking.

The foregoing rights of Landlord and Tenant to terminate this Lease in the event of a Taking shall be subject to the following notice provisions. Within thirty (30) days after a Taking of all or a substantial part of the Premises or Building, Landlord shall notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant shall notify Landlord of Tenant's election to terminate the Lease as provided hereunder within thirty (30) days after the Taking or within thirty (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, as the case may be. Any such termination of the Lease by Landlord or Tenant shall be effective no earlier than thirty (30) days after the giving of notice thereof. Unless terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect, subject, however to other provisions of this Section.

If Landlord does not elect to terminate this Lease after a Taking of all or a substantial part of the Premises or Building, Landlord shall proceed with diligence to establish and collect all valid claims which may have arisen against the Taking authority or others and, subject to the then applicable building codes, zoning ordinances and other legal requirements, Landlord shall proceed with diligence to restore the Premises and Building, or what remains thereof, as nearly as practicable to their condition prior to such Taking at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.

If any Taking of the Premises or Building or the restoration thereof by Landlord shall (i) reduce the Usable Area of the Premises, (ii) render any part of the Premises unfit for use and occupation by Tenant or otherwise materially interfere with Tenant's use and occupancy of the Premises, or (iii) cause a material cessation or reduction in the services to be provided by Landlord under this Lease (even if Tenant may continue to use and occupy the Premises), the Rent or a just

proportion thereof shall be abated until the Premises, or what remains thereof, and/or such services have been restored as required hereunder. In the case of a Taking which reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord services on a permanent basis, a just proportion of the Rent shall be abated for the remainder of the Term.

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 may from time to time request to obtain such damages or compensation, provided, however, that Tenant reserves for itself 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

ARTICLE VIII: INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

Landlord shall 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 shall include indemnity against all costs, expenses and liabilities incurred by Tenant 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 employed by Tenant.

8.2 Insurance Coverage to be Maintained by Landlord

At all times subsequent to the Date of Occupancy and during the full Term of this Lease, Landlord shall, at its sole cost and expense, keep in force commercial general liability insurance insuring Landlord against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Premises, Building or appurtenant areas. Said insurance shall be written on an occurrence basis to afford protection in an amount not less than \$2,000,000 combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad form" endorsement and contractual liability coverage insuring the performance by Landlord of the indemnity agreement set forth in Section 8.1 of this Lease. Said insurance policy shall also name Tenant as an additional insured, but only if (i) Tenant occupies twenty percent (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.

Landlord shall also maintain casualty insurance upon the Building, insuring Landlord against loss or damage caused by fire and other risks which are customarily comprehended by the term "all risk" in endorsements in insurance policies in an amount equal to one hundred percent (100%) of the replacement cost of the Building above footings and foundations. All insurance

policies required hereunder shall be taken out with insurers qualified to do business in the Commonwealth and shall have only such deductibles as are reasonable and customary.

On or before the Date of Occupancy, Landlord shall provide Tenant with certificates of insurance in a form reasonably satisfactory to Tenant for all policies of insurance required hereunder, and shall provide Tenant with a certificate evidencing renewal of each such policy at least twenty (20) days before the expiration thereof. In the event Tenant is named as an Additional Insured under Landlord's commercial general liability insurance policy pursuant to the first paragraph of this Section, said insurance policy shall also contain an endorsement providing that the policy may not be canceled, terminated, reduced or changed in any material respect without at least twenty (20) days' prior written notice to the Tenant.

8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that Tenant is not required by this Lease to procure or maintain insurance of any kind for payment of damages to Landlord or any other party. Notwithstanding any other provision of this Lease, Tenant's liability for injuries to persons or property shall be governed by the provisions of M.G.L. Chapter 258 or any successor statute.

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, which during the Term of this Lease may be on the Premises or in the Building shall be at the sole risk and hazard of Tenant except for damage thereto caused by the negligence, breach of this Lease or willful misconduct of Landlord. If the whole or any part of such personal property shall be destroyed or damaged by fire, water or other casualty, 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.

ARTICLE IX: DEFAULT

9.1 Event of Default by Tenant

The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any sum of money due Landlord hereunder, whether such sum be an installment of Rent or any other payment or reimbursement due Landlord by the terms of this Lease, and such failure shall continue for a period of ten business (10) days after written notice from Landlord.
- (b) Tenant shall fail to comply with any other obligation or covenant of Tenant under this Lease, other than the failure to pay a sum of money due Landlord, and shall not cure such failure within thirty (30) days after receiving written notice from Landlord specifying such failure, or for those failures which cannot be cured within such thirty (30) day period, if Tenant has failed

to commence such cure within said thirty-day period and thereafter diligently pursued such cure to completion.

(c) Any warranty, representation or statement made by Tenant herein is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in Section 9.3 below and any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Lease upon not less than sixty (60) days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant which poses an immediate threat to the health or safety of persons or property, said sixty-day notice period may be reduced to ten (10) days. Upon such termination this Lease shall come to an end as fully and completely as if the termination date stated in such notice were the date originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord as provided in Section 6.7, but Tenant shall remain liable for damages arising out of such default as herein provided.

Upon termination of this Lease by Landlord pursuant to this Section 9.2, Tenant shall pay to Landlord the Rent payable by Tenant to Landlord up to the effective date of such termination, and Tenant shall remain liable for any breach of its obligations under this Lease occurring prior to the date of termination. In addition, Tenant shall be liable to pay Landlord, as damages, the aggregate of the Rent remaining in the Term.

Said Rent shall be payable by Tenant in the same manner and 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, Tenant shall be credited with the net Rents then actually received by Landlord from a re-letting of the Premises. Net Rents shall be determined by deducting from the gross rents, as and when received by Landlord from such re-letting, the reasonable expenses incurred or paid by Landlord in terminating this Lease, and the reasonable expenses incurred or paid by Landlord in connection with the re-letting of the Premises that are allocable to the remaining Term of this Lease. In no event shall Tenant be entitled to receive any excess of such net Rents over the sums payable by Tenant to Landlord hereunder. In the event Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord shall be required to take all reasonable steps to mitigate its damages, including making reasonable efforts to re-let the Premises, it being understood that any such re-letting may be for a period equal to, or shorter or longer than the remaining Term of this Lease.

9.3 Cure By Landlord

If Tenant fails to perform any of its obligations, agreements, or covenants under this Lease, and if Tenant shall not cure such failure within thirty (30) days after written notice from Landlord specifying the failure, (or, for those failures which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion), Landlord may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter perform

such obligation of the Tenant; provided that Landlord may cure any such failure prior to the expiration of the waiting period described above (but after notice to Tenant, which may be by telephone) if the curing of such breach prior to 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 a failure to perform by Tenant as aforesaid, such sums paid or obligations incurred, to the extent they are reasonable, shall be due from Tenant to Landlord as additional Rent. Landlord shall deliver to Tenant an itemized statement of all costs incurred by Landlord to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts and other documents evidencing such costs. Any additional rent due by reason of such costs shall be paid with the second installment of rent due after said statement is delivered to Tenant.

9.4 Event of Default by Landlord

The following events shall be deemed to be "Events of Default" by Landlord under this Lease:

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

(b) Any warranty, representation or statement made by Landlord herein 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 shall have the remedies described in Section 9.6 below, if applicable given the nature of the Event of Default, and any other remedies available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that it 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(s) of such Event of Default within thirty (30) days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant shall also have the right to terminate this Lease by giving Landlord a written Notice of Termination, which shall be given at least ten (10) days prior to the effective date of termination stated in such Notice of Termination. Upon the effective date of such termination, this Lease shall come to an end as fully and completely as if the termination date stated in such notice were the date originally fixed for the expiration of the Term, provided, however, Landlord shall remain liable for any breach of its obligations under this Lease occurring prior to the date of termination, and Tenant shall be required to comply with the provisions of Section 6.7.

9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement or condition of this Lease on its part to be performed, including but not limited to, failing to make any required repairs or provide any Building services, and if such failure shall interfere with Tenant's use or occupancy of the Premises in Tenant's reasonable judgment, and if Landlord shall not cure such failure within

thirty (30) days after written notice from Tenant specifying the failure, (or, for those failures which are incapable of being cured within such thirty (30) day period, if Landlord has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion), Tenant may, at its sole option and without waiving or limiting any claim for damages, at any time thereafter perform such obligation for Landlord; provided that Tenant may cure any such failure prior to the expiration of the waiting period described above (but after notice to Landlord, which may be by telephone) if the curing of such failure prior to 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 a failure to perform by Landlord as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, shall be deemed paid or incurred on behalf of Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant shall deliver to Landlord an itemized statement of all costs incurred by Tenant to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts and other documents evidencing such costs. Landlord shall pay any outstanding bills for labor or materials promptly, and shall reimburse Tenant within thirty (30) days of demand for any amount paid by Tenant on behalf of Landlord. In the event Landlord fails to reimburse Tenant within such period, the amount may be deducted by Tenant from the next or any succeeding payments of Rent due hereunder.

9.7 Remedies Cumulative

Any and all rights Landlord and Tenant may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of such rights and remedies may be exercised at the same time insofar as permitted by law.

ARTICLE X: MORTGAGE PROVISIONS

10.1 Estoppel Certificate

Within twenty (20) working days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant shall execute and deliver to Landlord a certificate in the form of the *Commonwealth of Massachusetts Standard Estoppel Certificate* indicating thereon any exceptions thereto which may exist at that time.

10.2 Subordination

Upon request of Landlord in writing, Tenant will subordinate this Lease and the lien thereof to the lien of any future mortgage(s) upon the Premises held by a bank, insurance company, governmental agency, or other financial institution, provided that Landlord and the holder of such mortgage(s) shall execute and deliver to Tenant the *Commonwealth of Massachusetts Standard Subordination, Non-Disturbance and Attornment Agreement*. The word "mortgage" as used herein includes mortgages, deeds of trust and all similar instruments, and all modifications, extensions, renewals and replacements thereof.

ARTICLE XI: HOLDING OVER

11.1 Holding Over By Tenant

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the Term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, prior to acceptance of Rent by Landlord the person remaining in possession shall be deemed a tenant at sufferance. After acceptance of Rent by Landlord, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month. Notwithstanding the forgoing, Tenant agrees that Landlord may accept any Rent tendered by Tenant after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord may have for a higher fair market rent for the Premises, provided Landlord shall give Tenant written notice of such claim prior to acceptance of such Rent. Nothing in this Section 11.1 shall be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

ARTICLE XII: FISCAL YEAR APPROPRIATIONS

12.1 Tenant's Obligation Subject to Appropriation

Appropriations for expenditures by agencies of the Commonwealth and authorizations to spend for particular purposes are made on a fiscal year basis. The fiscal year of the Commonwealth is the twelve-month period ending June 30 of each year. The obligations of the Tenant under this Lease, or under any amendment to or extension of this Lease, for any fiscal year, are subject to the appropriation of funds to the University of Massachusetts sufficient to discharge the Tenant's obligations under this Lease which accrue in that fiscal year and an authorization to spend such funds for the purposes of this Lease. Prior to the commencement of each fiscal year during the Term of this Lease, the University of Massachusetts shall make all reasonable efforts to secure an appropriation and authorization to spend funds in an amount sufficient to discharge the obligations of Tenant under this Lease which accrue in that fiscal year.

12.2 Termination of Lease for Lack of Appropriation

If, for any fiscal year during the term of this Lease, funds for the discharge of the Tenant's obligations under this Lease are not appropriated and authorized, or if the funds so appropriated and authorized are insufficient to discharge all such obligations of Tenant, then Tenant may terminate this Lease by written notice to Landlord, without liability for damages, penalties or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant shall pay all Rent and any other charges due to Landlord for the period prior to its surrender of the Premises, and that Tenant shall comply with the provisions of Section 6.7 of this Lease.

Tenant hereby acknowledges and confirms that the State has appropriated funds to cover the costs of this Lease during the current fiscal year.

ARTICLE XII: PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee or consultant of the Commonwealth of Massachusetts shall ever be 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 its obligations hereunder, or for or on account of any amount which may be or become 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 the terms of this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder or employee of Landlord shall ever be personally liable to the Tenant or to any successor in interest to Tenant or person claiming through or under the Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of its obligations hereunder, or for or on account of any amount which may be or become 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 the terms of this Lease. Tenant shall look solely to Landlord's interest in the Premises and Building and the legal parcel upon which the Building is located and to the rents and profits therefrom for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph shall limit any right that Tenant may otherwise have 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 may be entitled hereunder. In addition nothing in this paragraph shall limit the recourse of Tenant on account of willful fraudulent conduct by an individual, provided that only the individual who actually engaged in the willful fraudulent conduct shall have liability for such conduct.

ARTICLE XIV: NOTICE

14.1 Giving of Notice

All notices or other communications required or permitted to be given under this Lease shall, unless otherwise expressly permitted hereunder, be in writing, signed by a duly authorized representative of the party giving notice, and shall be given by hand delivery (including without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Notices shall be sent or addressed to Landlord at the address appearing for Landlord in Section 1.1. Notices to Tenant, unless otherwise expressly stated in this Lease, shall be sent or addressed to Tenant at the address appearing for Tenant in Section 1.1, with copies (i) to the University of Massachusetts at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the University of Massachusetts in Section 1.1 if different from the address of Tenant. Landlord or Tenant may, by notice given hereunder, at any time and from time to time, designate a different address to which notices shall be sent. Notices served as aforesaid shall be deemed given for all

purposes (i) on the date shown on the receipt for such delivery, or (ii) as of the date such notice was sent in the event delivery is refused or acceptance could not be obtained.

14.2 Special Notice Where Failure to Reply Results in Approval

Wherever in this Lease the consent or approval of Landlord or Tenant is deemed to be given to a request or submission following a period of non-reply, said Lease provision shall be effective only if the envelope containing the request or submission shall bear on the outside thereof the following legend with the appropriate time period filled in, printed in bold-face type at least one-quarter inch high:

**NOTICE
THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY
FAILURE TO RESPOND WITHIN ___ DAYS SHALL RESULT
IN AUTOMATIC APPROVAL**

ARTICLE XV: FORCE MAJEURE

15.1 Force Majeure

In any case where either party hereto is required to do any act, delays caused by or resulting from war, fire, flood or other casualty, strikes, extraordinary governmental regulation, (which shall include, in the case of Tenant, delays in the payment of Rent of forty-five (45) days or less at the commencement of the Commonwealth's fiscal year caused by an act or omission of a branch, agency or department of State government other than the University of Massachusetts), unusually severe weather, or other causes beyond such party's reasonable control ("Force Majeure Causes"), shall not be counted in determining the time during which such act shall be completed, whether such time be designated by a fixed date, a fixed time or "a reasonable time," and such time shall be deemed to be extended by the period of the delay.

ARTICLE XVI: MISCELLANEOUS

16.1 Extension

Landlord and Tenant may extend this Lease for a term or terms not to exceed five (5) years in the aggregate upon such terms and conditions as may be mutually agreed upon. This provision shall not be construed as granting Landlord or Tenant an exclusive option to extend this Lease, and no extension of this Lease shall be effective unless and until a written amendment to this Lease extending the term hereof is duly executed and delivered by Landlord and Tenant.

16.2 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 them with respect thereto.

16.3 Changes in Lease

None of the provisions or terms of this Lease shall be deleted, amended or modified in any manner except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

16.4 Binding Agreement

This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land.

16.5 Governing Law

This Lease shall 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 or the University of Massachusetts is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.6 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 shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver be in writing and signed by a duly authorized representative of the party to be bound by such waiver.

16.7 No Broker

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

16.8 Rights and Remedies Not Exclusive

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

16.9 Accord and Satisfaction

No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check of Landlord or Tenant or any letter accompanying any check or payment from either Landlord or Tenant to the other be deemed an accord and satisfaction, and Landlord

and Tenant may 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.

16.10 Debarred Contractors

Landlord agrees that it shall not, during the term of this Lease, knowingly accept bids or proposals from or enter into any contract with any person or firm for the construction, repair or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.

16.11 Time of Essence

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

16.12 Non-Discrimination in Employment

Landlord shall not discriminate against any qualified employee, applicant for employment, contractor, or person or firm seeking to provide goods or services to Landlord because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Landlord shall comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment.

16.13 Severability

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

16.14 Notice of Lease

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

16.15 No Agreement Until Signed

No legal obligation shall arise with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord and the University of Massachusetts and delivery is made to each.

16.16 State Employees Barred from Interest

No official, employee or consultant of the Commonwealth of Massachusetts shall have any personal interest, direct or indirect, in this Lease or Landlord, nor shall any such official, employee or consultant of the Commonwealth of Massachusetts participate in any decision relating to this Lease which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested.

16.17 Paragraph Headings

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

16.18 Counterparts

This lease may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original and all such counterparts shall together constitute but one and the same Lease.

16.19 Riders and Exhibits

The Riders and Exhibits attached hereto are made a part of this Lease for all purposes.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this and two (2) copies, the Commonwealth of Massachusetts having executed these presents by the duly authorized representative of the University of Massachusetts, who incurs no personal liability by reason of the execution hereof:

LANDLORD:

BY: _____

TITLE: _____

TENANT:

UNIVERSITY OF MASSACHUSETTS

BY: _____

TITLE: _____

Approved as to Matters of Form:

RIDER TO LEASE

LANDLORD:

TENANT:

The University of Massachusetts acting by and through its authority granted in Chapter 26 Item 7100-0200 of the Acts of 2004.

DATE OF LEASE:

PREMISES:

BUILDING ADDRESS:

The following amendments and modifications are hereby made in the terms, covenants and conditions of the above-referenced Lease and made a part thereof:

RIDERS AND EXHIBITS

These are incorporated into and made part of this Lease:

Rider to Lease

- 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 Reserved 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: Construction Schedule
- Exhibit E: Landlord's Beneficial Interest Disclosure Statement
- Exhibit F: Landlord's Certificate of State Tax Compliance
- Exhibit G: Standard Tenant ESTOPPEL Certificate
- Exhibit H: Standard Subordination, Non-Disturbance and Attornment Agreement

IN WITNESS WHEREOF, this Rider to Lease has been executed by the parties hereto,
under seal.

LANDLORD:

BY: _____

TITLE: _____

TENANT:

UNIVERSITY OF MASSACHUSETTS

BY: _____

TITLE: _____

Approved as to Matters of Form:

THIS OFFICIAL FORM MAY NOT BE ALTERED

**COMMONWEALTH OF MASSACHUSETTS
STANDARD TENANT ESTOPPEL CERTIFICATE
Form APL**

Date of Certificate: As of _____, ____

Lender: _____

Landlord: _____

Tenant: Commonwealth of Massachusetts, by its _____
_____ (the "User Agency" under the Lease).

Lease: Lease between Landlord and Tenant dated _____, as amended by the following Lease Amendments:

_____, dated _____
_____, dated _____
_____, dated _____
_____, dated _____

Building: _____

Leased Premises: _____ usable square feet on the _____ floor(s) of the Building and designated as Room/Suite No. _____, as more particularly described in Sections 1.1, 2.1 and 2.2 of the Lease and in the Exhibits to the Lease.

Lease Terms: Term Commencement Date: _____
Scheduled Expiration Date: _____
Amount of monthly rent: _____
Date through which rent has been paid: _____
Number of reserved parking spaces: _____

The undersigned hereby certifies as follows:

1. Lease:

- (a) The Lease is in full force and effect according to its terms and has not been amended, except as noted above. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Leased Premises.
- (b) The term of the Lease began on the Commencement Date and is scheduled to expire on the Scheduled Expiration Date. Tenant has no right or option to renew or extend the term of the Lease or to expand or purchase the Leased Premises, except as provided in the Lease.
- (c) The Lease Terms set forth above are true.

2. Defaults and Defenses:

Except as provided in Exhibit A attached hereto and made a part hereof:

- (a) There is no Event of Default (as defined in the Lease) by either Landlord or Tenant under the Lease.
- (b) To the best of Tenant's knowledge, no event has occurred which, with the giving of notice or the passing of time or both, will result in an Event of Default by Landlord under the Lease.
- (c) As of the date hereof, to the best of Tenant's knowledge, Tenant has no defenses against the enforcement of the Lease or charges, liens or offsets against payment of rent due or to become due.

3. Rent:

- (a) No rent has been paid more than one month in advance of its due date.
- (b) Except as otherwise provided in the Lease, Tenant is not entitled to, and has not made any agreement with Landlord or its agents or employees concerning free rent, partial rent, rebate of rent payments, credit or deduction in rent, or any other rental concession.

4. Landlord's Improvements:

Except as otherwise provided in Exhibit A:

- (a) All of Landlord's Improvements (as defined in the Lease) to be provided by Landlord have been completed to Tenant's satisfaction as of the date hereof. To the best of Tenant's knowledge, all of the obligations on the part of Landlord under the Lease for the performance of any such work have been carried out and performed in full, and, as of the date hereof, Tenant has no claim against Landlord for the incomplete performance of any such work or on account of any known defect therein.
- (b) Tenant is not aware of any defects in the Leased Premises or in any of Landlord's Improvements constructed elsewhere in the Building.

5. Occupancy:

- (a) Tenant now occupies the entire Leased Premises for the purposes permitted under the terms of the Lease and is actively conducting its business therein.
- (b) Tenant has not Transferred (as defined in the Lease) any portion of the Leased Premises, nor assigned any of its rights under the Lease.

Executed as a sealed instrument, governed by the laws of the Commonwealth of Massachusetts and effective as of the date first written above.

TENANT

By: _____
Name:

Title:

THIS OFFICIAL FORM MAY NOT BE ALTERED

**COMMONWEALTH OF MASSACHUSETTS
STANDARD SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
Form APL**

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**"), is made as of the _____ day of _____, 20____, by and among _____ ("**Mortgagee**"), _____ ("**Landlord**") and the Commonwealth of Massachusetts ("**Tenant**") by its _____.

WHEREAS, Landlord owns certain real property located in _____ County, Massachusetts, and more particularly described in Exhibit A attached hereto and incorporated herein (the "**Property**"); and

WHEREAS, Landlord and Tenant made and entered into that certain lease dated as of _____, 20____ (said lease, together with any and all amendments and extensions thereto, the "**Lease**") with respect to certain premises (the "**Premises**") located on the Property; and

WHEREAS, Mortgagee has made a loan to Landlord which is secured by a mortgage (the "**Mortgage**") upon the Premises and an assignment of leases and rents (the "**Assignment**") (said Mortgage and Assignment collectively the "**Security Documents**"), which are recorded in the County Registry of Deeds; and

WHEREAS, Mortgagee, Landlord and Tenant desire to confirm their understanding, with respect to the Lease and the Security Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, hereby covenant and agree as follows:

1. Subordination

Subject to the provisions hereof, Tenant agrees that the Lease, as it may hereafter be amended from time to time, shall in all respects be, and is hereby expressly made, subject and subordinate at all times to the lien of the Security Documents and to all of the terms, conditions and provisions thereof, and to all renewals, modifications, replacements, consolidations and extensions thereof, and to all subsequent advances and/or payments made or to be made thereunder. Mortgagee acknowledges that any subsequent increases, renewals, modifications, replacements, consolidations and extensions of the Security Documents may not abrogate the provisions of this Agreement without the written consent of Tenant and that same shall specifically reference that they are subject to the terms of this Agreement.

2. Attornment

(a) In the event that Mortgagee takes possession of the Premises or acquires or succeeds to the interest of Landlord under the Lease by reason of a foreclosure of the Mortgage, deed-in-lieu of foreclosure or otherwise (collectively, a "**Foreclosure**"), Tenant shall be bound to Mortgagee or to any person purchasing at foreclosure or otherwise acquiring the interest of Landlord under the Lease as a result of a Foreclosure ("**Purchaser**"), under all

of the terms, covenants and conditions of the Lease, except as provided in this Agreement, for the balance of the term thereof remaining, with the same force and effect as if Mortgagee or such Purchaser were Landlord. Tenant hereby agrees in such event to attorn to Mortgagee or such Purchaser as its Landlord on such terms and, upon receiving notice from Mortgagee as provided in Section 6 of this Agreement, to make payments of all sums thereafter becoming due under the Lease directly to Mortgagee or Purchaser, as the case may be. Said attornment and agreement is to be effective and self-operative without the execution of any further instruments (except for standard payment authorization documents required to be completed by parties receiving payments from state agencies) upon Mortgagee taking possession of the Premises or otherwise succeeding to the interests of Landlord under the Lease. Nevertheless, Tenant, Mortgagee and Purchaser shall, from time to time, execute and deliver such instruments evidencing such attornment and the provisions of Paragraph 2(b) as Mortgagee, Purchaser or Tenant may reasonably require.

- (b) From and after such attornment, Mortgagee or any Purchaser automatically shall be bound to Tenant under all the terms, covenants and conditions of the Lease with the same force and effect as if originally entered between said parties without the execution of any further instruments; provided, however, Mortgagee or Purchaser shall not be:
- (1) liable for any act, omission, neglect, breach of obligation under the Lease or Event of Default of any prior landlord (including Landlord) occurring prior to the date upon which Mortgagee or Purchaser shall succeed to the interest of Landlord in the Premises or obtain possession of the Premises, except as provided in Paragraph 2(c) below; provided, however, that the foregoing shall not limit Mortgagee's or Purchaser's obligation as landlord under the Lease following the date of attornment to cure any continuing defaults of Landlord on the terms set forth in the Lease, notwithstanding that such defaults existed as of the date of attornment;
 - (2) subject to any offsets or defenses which Tenant may have against any prior landlord (including Landlord) except as provided in Paragraph 2(c) below; provided, however, that the foregoing shall not limit Tenant's right to assert against Mortgagee or Purchaser any offset or defense otherwise available to Tenant because of events occurring or continuing after the date of attornment;
 - (3) bound by any payment of fixed rent, percentage rent or additional rent that Tenant may have made to any prior landlord (including Landlord) more than thirty (30) days in advance of the date such rent was first due and payable under the Lease and which has not actually been delivered to Mortgagee or Purchaser; provided however, that Mortgagee and Purchaser shall be bound by any such prepayment of rent or other charge made more than thirty (30) days in advance, if such prepayment was the result of the Comptroller of the Commonwealth of Massachusetts changing the rent payment schedule for state agencies from payment in arrears (as provided in certain state agency Leases) to payment in advance for the current month;
 - (4) liable for the return of any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such security deposit was actually delivered to Mortgagee or Purchaser;
 - (5) bound by any modification or amendment of the Lease made after the date hereof which reduces the Rent, changes the Term, or otherwise materially changes the rights and obligations of Landlord or Mortgagee under the Lease, or relieves Tenant of any material obligation under the Lease, unless Landlord has obtained Mortgagee's prior written consent to such modification or amendment or

confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord; or

- (6) bound by any consensual or negotiated surrender of the Premises or termination of the Lease, in whole or in part, agreed upon between any prior landlord (including Landlord) and Tenant, unless effected pursuant to the express terms of the Lease, or with the Mortgagee's consent, or with confirmation that Mortgagee's consent is not required under any agreement between Mortgagee and Landlord.
- (c) Notwithstanding anything to the contrary contained in subparagraph (b) above or elsewhere in this Agreement, if Landlord commits an act or omission which, with the giving of notice and/or the passage of time would constitute an event of default by Landlord under the Lease, Mortgagee or any Purchaser shall be subject to any and all claims, offsets or defenses of Tenant arising from such act or omission, provided that Mortgagee received notice of such act or omission and was given an opportunity to cure same (subject to Tenant's right to take emergency self-help action as provided in Section 9.6 of the Lease) as required by this Agreement.

3. Notice of Default by Landlord

- (a) Tenant shall forward to Mortgagee a copy of any notice given by Tenant to Landlord (i) wherein it is claimed or alleged that Landlord has failed to perform any of its obligations under the Lease, (ii) wherein it is claimed or alleged that an event of default by Landlord exists under the Lease, (iii) demanding reimbursement for expenditures made or obligations incurred by Tenant pursuant to Section 9.6 of the Lease, or (iv) terminating the Lease. Such copies shall be forwarded to Mortgagee concurrently with the giving of any such notice to Landlord under the Lease.
- (b) If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or abate the rent payable thereunder or to claim a partial or total eviction, Tenant shall not exercise such right until (i) it has given written notice of such act or omission to Mortgagee, and (ii) until thirty (30) days after Landlord's cure period, if any, under the Lease has expired, during which period Mortgagee shall have the right, but not the obligation, to remedy such act or omission, and Tenant shall give Mortgagee access to the Premises to effectuate the same. Notwithstanding the foregoing, clause (ii) shall not apply to an abatement of Rent pursuant to the last paragraph of Section 5.4 of the Lease and Tenant may exercise its self-help remedy under Section 9.6 of the Lease after notice to Mortgagee but prior to the expiration of the aforesaid waiting period if the curing of the default of Landlord prior to the expiration of the Mortgagee's cure period is reasonably necessary to prevent injury to persons or property.

4. Non-Disturbance

Notwithstanding that the Security Documents may have been executed, acknowledged, delivered and recorded prior to the Lease and any notice of Lease, or any term in any of the Security Documents to the contrary, Mortgagee agrees for itself and its successors in interest (including, without limitation, any Purchaser) that in the event Mortgagee takes possession of the Premises and/or in the event of a Foreclosure the Lease shall not be terminated by Mortgagee except in accordance with the provisions of Section 9.2 of the Lease, and that unless and until the Lease is actually and finally terminated in accordance with the provisions of Section 9.2 of the Lease (i) Tenant's possession, occupancy, use and enjoyment of the Premises and Tenant's rights and privileges under the Lease during the Term of the Lease, including any extended or renewal Term, shall not be disturbed or interfered with, (ii) Mortgagee shall recognize the Lease and Tenant's rights thereunder, and (iii) Tenant, and its

successors and assigns, shall not be made a party in any action or proceeding to foreclose the Mortgage or otherwise enforce the rights of Mortgagee or any other party under the Security Documents.

5. Assignment of Leases

- (a) Tenant hereby acknowledges that Landlord's right, title and interest as Landlord under the Lease is being assigned to Mortgagee pursuant to the terms of the Assignment, and that pursuant to the terms of the Assignment all rental payments under the Lease shall continue to be paid to Landlord in accordance with the terms of the Lease unless and until Tenant is otherwise notified in writing by Mortgagee. From and after Tenant's receipt of written notice from Mortgagee (a "Rent Payment Notice"), Tenant shall pay all rent to Mortgagee or as Mortgagee shall direct in writing, until such time as Mortgagee directs otherwise in writing. Tenant shall comply with any Rent Payment Notice notwithstanding any contrary instruction, direction or assertion from Landlord. Mortgagee's delivery to Tenant of a Rent Payment Notice by itself, or Tenant's compliance therewith, shall not be deemed to: (a) cause Mortgagee to succeed to or to assume any obligations or responsibilities as landlord under the Lease, all of which shall continue to be performed and discharged solely by Landlord unless and until any attornment has occurred pursuant to this Agreement; or (b) relieve Landlord of any obligations under the Lease. Landlord irrevocably directs Tenant to comply with any Rent Payment Notice, notwithstanding any contrary direction, instruction, or assertion by Landlord. Tenant shall be entitled to rely on any Rent Payment Notice.
- (b) Tenant shall be under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice shall not be deemed to violate the Lease. Landlord hereby releases Tenant from, and shall indemnify and hold Tenant harmless from and against, any and all loss, claim, damage, liability, cost or expenses (including payment of reasonable attorneys' fees and disbursements) arising from any claim based upon Tenant's compliance with any Rent Payment Notice. Landlord shall look solely to Mortgagee with respect to any claims Landlord may have on account of an incorrect or wrongful Rent Payment Notice. Tenant shall be entitled to full credit under the Lease for any Rent or other sums paid to Mortgagee pursuant to a Rent Payment Notice to the same extent as if such Rent or other sums were paid directly to Landlord.

6. Notices

- (a) All notices, demands and requests (collectively the "**Notices**") required or permitted to be given under this Agreement must be in writing signed by a duly authorized representative of the party giving Notice, and shall be given by hand delivery (including without limitation, Federal Express or other reliable courier or overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested. Notices shall be addressed and sent to each of the parties hereto at the address appearing for such party below. Notices sent as aforesaid shall be deemed given for all purposes (i) on the date of delivery shown on the receipt for such delivery, or (ii) as of the date such Notice was deposited with the U.S. Postal Service or given to a courier service for hand delivery in the event delivery is refused or acceptance could not be obtained. The addresses of the parties hereto are:

Mortgagee: _____

Tenant: Commonwealth of Massachusetts

Landlord: _____

(b) Upon at least ten (10) days prior written Notice to each and every party hereto, each party shall have the right to change its address to any other address within the United States of America.

7. Miscellaneous

This Agreement (i) contains the entire agreement with respect to the subject matter hereof; (ii) may not be modified or terminated, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors, administrators and assigns; and (iii) shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns (including, without limitation, (a) Tenant's permitted assignees, (b) any subsequent holder of the Security Documents, and (c) any purchaser or grantee of the Property pursuant to a Foreclosure).

Landlord warrants and represents that Landlord's name appears in this Agreement 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.

Landlord warrants and represents that Landlord has full legal capacity to enter into this Agreement.

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 warrants and represents that Landlord is validly organized and existing, that Landlord is in good standing in the state, commonwealth, territory, or jurisdiction of its organization, and that Landlord is authorized and qualified to do business in the state, commonwealth, territory, or jurisdiction in which the Premises are located.

Landlord warrants and represents that the execution of this Agreement has been duly authorized and that each person executing this Agreement on behalf of Landlord has full authority to do so and to fully bind Landlord thereby.

8. Expiration

All consent rights, approval rights, rights to receive notices, rights to cure defaults and other similar rights granted Mortgagee in this Agreement shall automatically expire and terminate upon the release or discharge of the lien of Mortgagee on the Property.

9. Capitalized Terms

Unless otherwise defined in this Agreement or otherwise indicated in this Agreement, all capitalized terms used herein that are defined in the Lease shall have the same meaning as set forth in the Lease.

10. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

REST OF PAGE DELIBERATELY LEFT BLANK

IN WITNESS WHEREOF, Mortgagee, Landlord and Tenant have executed this Agreement under seal effective as of the day and year first above written.

Landlord and Mortgagee each represents and warrants that the execution of this SNDA by the party making such representations and warranties has been duly authorized, and that the person or persons executing this SNDA on behalf of the party making such representations and warranties has or have full authority to do so and to fully bind the party making such representations and warranties.

MORTGAGEE

By: _____

Name: _____

Title: _____

LANDLORD

By: _____

Name: _____

Title: _____

TENANT

COMMONWEALTH OF MASSACHUSETTS

By: _____

Name: _____

Title: _____

STATE OF _____, COUNTY OF _____)(SS.
Today, _____, 20_____, I swore or affirmed _____
_____, who then stated that each statement in the
foregoing instrument is true, accurate, and complete.

Notary Public
My Commission Expires: _____

STATE OF _____, COUNTY OF _____)(SS.
Today, _____, 20_____, I swore or affirmed _____
_____, who then stated that each statement in the
foregoing instrument is true, accurate, and complete.

Notary Public
My Commission Expires: _____

STATE OF _____, COUNTY OF _____)(SS.
Today, _____, 20_____, I swore or affirmed _____
_____, who then stated that each statement in the
foregoing instrument is true, accurate, and complete.

Notary Public
My Commission Expires: _____

STATE OF _____, COUNTY OF _____)(SS.

Today, _____, 20_____, I swore or affirmed _____
_____, who then stated that each statement in the
foregoing instrument is true, accurate, and complete.

Notary Public
My Commission Expires: _____

STATE OF _____, COUNTY OF _____)(SS.

Today, _____, 20_____, I swore or affirmed _____
_____, who then stated that each statement in the
foregoing instrument is true, accurate, and complete.

Notary Public
My Commission Expires: _____

STATE OF _____, COUNTY OF _____)(SS.

Today, _____, 20_____, I swore or affirmed _____
_____, who then stated that each statement in the
foregoing instrument is true, accurate, and complete.

Notary Public
My Commission Expires: _____

EXHIBIT A

Legal Description

EXHIBIT E

LANDLORD'S BENEFICIAL INTEREST DISCLOSURE STATEMENT

Pursuant to M.G.L. C.7, §40J¹, the undersigned _____, _____ of
(Name) (Title)

_____ hereby 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 OF LEASE from _____ to: _____
- (3) LANDLORD NAME and ADDRESS:
- (4) TENANT: University 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 University of Massachusetts ("UMass") or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (**if none, write "none"; do not leave blank**).
NAME UMASS OR PUBLIC OFFICE
- (7) The undersigned further agrees that a new Disclosure Statement shall be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within thirty (30) days of such change.

Signed under the penalties of perjury on this _____ day of _____, 20____.

Name

Title

STATE OF _____, COUNTY OF _____)(SS.

Today, _____, 20____, I swore or affirmed _____
_____, who then stated that each statement in the foregoing
Landlord's Beneficial Interest Disclosure Statement is true, accurate, and complete.

Notary Public

My Commission Expires: _____

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". (M.G.L. C. 7, §40J).

