

## SEVENTH AMENDMENT TO LEASE

THIS SEVENTH AMENDMENT TO LEASE dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between THE TRUSTEES OF ONE CAMBRIDGE CENTER TRUST, as Trustees but not individually (“Landlord”) and CAMBRIDGE REDEVELOPMENT AUTHORITY (“Tenant”).

### RECITALS

By Lease dated June 30, 2001 (as amended by the instruments described below, the “Lease”), Landlord did lease to Tenant and Tenant did hire and lease from Landlord 1,594 square feet of rentable floor area (the “Original Premises”) on the fourth (4<sup>th</sup>) floor of the building known as and numbered 255 Main Street, Cambridge, Massachusetts (the “Building”).

By First Amendment to Lease dated as of July 21, 2004 (the “First Amendment”), Landlord and Tenant extended the Term of the Lease for one (1) period of three (3) years upon the terms and conditions set forth in said First Amendment.

By Second Amendment to Lease dated as of June 8, 2009 (the “Second Amendment”), Landlord and Tenant extended the Term of the Lease for one (1) period of one (1) year and nine (9) months upon the terms and conditions set forth in said Second Amendment.

By Third Amendment to Lease dated as of March 31, 2011 (the “Third Amendment”), Landlord and Tenant extended the Term of the Lease for one (1) period of three (3) years upon the terms and conditions set forth in said Third Amendment.

By Fourth Amendment to Lease dated as of January 29, 2014 (the “Fourth Amendment”), Landlord and Tenant extended the Term of the Lease for one (1) period of seven (7) months upon the terms and conditions set forth in said Fourth Amendment.

By Fifth Amendment to Lease dated as of November 1, 2014 (the “Fifth Amendment”), Landlord and Tenant extended the Term of the Lease for one (1) period of four (4) years and two (2) months, commencing on November 1, 2014 and expiring on December 31, 2018, upon the terms and conditions set forth in said Fifth Amendment.

By Sixth Amendment to Lease dated as of January 16, 2018 (the “Sixth Amendment”), Landlord and Tenant agreed to relocate the premises demised to Tenant under the Lease to certain undemised premises located on the eighth (8<sup>th</sup>) floor of the Building (referred to in the Sixth Amendment as the “Relocation Premises” and hereinafter referred to as the “Premises”), upon the terms and conditions set forth in said Sixth Amendment.

Landlord and Tenant have agreed to further extend the Term of the Lease, upon all of the same terms and conditions set forth in the Lease except as set forth in this Seventh Amendment to Lease (the “Seventh Amendment”).

Landlord and Tenant are entering into this instrument to set forth said extension of the Term of the Lease and to amend the Lease.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, Landlord and Tenant hereby agree to and with each other as follows:

1. Landlord and its affiliates have been working with Tenant in good faith to implement the Innovation Space requirements of Section 14.32.6(3) of the City of Cambridge Zoning Ordinance and the MXD Infill Development Concept Plan. It is acknowledged and agreed that on or about the date hereof, Landlord has entered into an agreement (the “NPC Agreement”) with Third Sector New England, Inc./The Non-Profit Center (“NPC”) for premises located on the eighth (8<sup>th</sup>) floor of the Building (including the Premises) in order to satisfy such requirements. It is also contemplated that Tenant will remain in the Premises after the expiration of the Lease as a subtenant or licensee of NPC under the NPC Agreement.
2. (A) The Term of the Lease, which but for this Seventh Amendment is scheduled to expire on December 31, 2018, is hereby extended until the day immediately preceding the Commencement Date under the NPC Agreement (the “Expiration Date”), unless sooner terminated in accordance with the provisions of the Lease, upon all the same terms and conditions contained in the Lease as herein amended.  
  
(B) In connection with the foregoing, it is understood and agreed that the Term shall expire on the Expiration Date irrespective of whether or not Tenant has entered into an agreement to remain in the Premises as a subtenant or licensee of NPC under the NPC Agreement. In the event that Tenant has not entered into such an agreement with NPC as of the Expiration Date and does not otherwise vacate the Premises, Tenant will be deemed to be in holdover under the Lease.  
  
(C) In the event that the Commencement Date under the NPC Agreement does not occur as the result of the termination of the NPC Agreement prior to NPC’s taking occupancy thereunder, then the Expiration Date shall be May 31, 2019. Landlord shall promptly notify Tenant if the NPC Agreement is so terminated, in which event (i) Landlord and Tenant shall negotiate in good faith to extend the Term of the Lease in accordance with Section 8 of the Sixth Amendment and (ii) Landlord and its affiliates and Tenant shall negotiate in good faith to implement an alternative solution to meet the Innovation Space requirements of Section 14.32.6(3) of the City of Cambridge Zoning Ordinance and the MXD Infill Development Concept Plan.

3. (A) Tenant is in possession of the Premises and accepts the Premises in its “as is” condition without any obligation on the part of Landlord to perform any alterations, repairs or improvements, except for Landlord’s maintenance and repair obligations specifically set forth in the Lease. Tenant may make minor modifications to the Premises in accordance with the terms and provisions of the Lease.  
  
(B) It is understood and agreed that Landlord will be performing certain work on the eighth (8<sup>th</sup>) floor of the Building, including within the Premises while Tenant is in occupancy thereof, in order to prepare the space for NPC’s occupancy. Landlord and Tenant agree to cooperate with each other in good faith to insure that such work can be undertaken by Landlord in an efficient and cost-effective manner and so as to minimize any unreasonable interference with Tenant’s business operations in the Premises (consistent with the nature of the work being performed). Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no claims against Landlord on account of the performance of such work, so long as Landlord has acted in good faith as set forth above.
4. (A) Tenant warrants and represents that Tenant has not dealt with any broker in connection with the consummation of this Seventh Amendment; and in the event any claim is made against Landlord relative to dealings by Tenant with brokers, Tenant shall defend the claim against Landlord with counsel of Tenant’s selection first approved by Landlord (which approval will not be unreasonably withheld) and save harmless and indemnify Landlord on account of loss, cost or damage which may arise by reason of such claim.  
  
(B) Landlord warrants and represents that Landlord has not dealt with any broker in connection with the consummation of this Seventh Amendment; and in the event any claim is made against Tenant relative to dealings by Landlord with brokers, Landlord shall defend the claim against Tenant with counsel of Landlord’s selection first approved by Tenant (which approval will not be unreasonably withheld) and save harmless and indemnify Tenant on account of loss, cost or damage which may arise by reason of such claim.
5. Except as otherwise expressly provided herein, all capitalized terms used herein without definition shall have the same meanings as are set forth in the Lease.
6. Except as herein amended the Lease shall remain unchanged and in full force and effect. All references to the “Lease” shall be deemed to be references to the Lease, as herein amended.
7. Each of Landlord and Tenant hereby represents and warrants to the other that all necessary action has been taken to enter this Seventh Amendment and that the person signing this Seventh Amendment on its behalf has been duly authorized to do so.
8. The parties acknowledge and agree that this Seventh Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes

and shall have the same force and effect as an original signature. For the purposes hereof, “electronic signature” shall mean faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

EXECUTED as of the date and year first above written.

WITNESS:

\_\_\_\_\_

LANDLORD:

\_\_\_\_\_  
David C. Provost, For the Trustees of One  
Cambridge Center Trust, pursuant to written  
delegation, but not individually

WITNESS:

\_\_\_\_\_

TENANT:

CAMBRIDGE REDEVELOPMENT AUTHORITY

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