

LEASE

(Garage Levels -- 1105 Massachusetts Avenue)

LEASE made this 12th day of April, 1974, between Max Wasserman, Leo Wolf, and Gale L. Raphael, as Trustees of Trowbridge Trust, under declaration of trust dated February 1, 1974, to be recorded with the South Middlesex Registry of Deeds, hereinafter called "Landlord", and Max Wasserman, Michael J. Coyne, and Rudolph Kass, as Trustees of 1105 Massachusetts Avenue Condominium Trust, under declaration of trust dated April 12, 1974 a copy of which is to be recorded with South Middlesex Registry of Deeds simultaneously with a notice of this Lease, hereinafter called "Tenant".

In consideration of the rents herein reserved and the covenants herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms, covenants, conditions and provisions hereinafter contained, so much of the two base levels of the building in the City of Cambridge, Massachusetts known as and numbered, as of the date of this Lease, 1105 Massachusetts Avenue, as are now used for garaging automobiles, together with the access ramps and interior ramps and driving areas serving said garage space. Said garage space is more particularly described on Exhibit A annexed hereto, consisting of two drawings depicting the garage space. Landlord specifically excludes from the premises hereby leased columns, footings, mechanical rooms, walls, and other components of the said building at 1105 Massachusetts Avenue, which components Landlord does not own. The leased premises are limited to only that space in the said building now used for the storage of cars and the ramps and driving areas above referred to. Said garage space, ramps, and driving areas shall hereinafter be referred to as the "Premises".

Section 1. Term. The term of this Lease shall be one hundred fifty-five (155) years commencing _____, 1974.

Section 2. Rent. (A) The Tenant covenants and agrees to pay to Landlord a net rental ("net rent") of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) per year in quarterly installments of Nine Thousand and 00/100 Dollars (\$9,000.00) payable in advance on the first day of January, April, July and October of each year, except for a pro-rata amount with respect to any fractional quarter at the beginning of the lease term or the end of the one hundred and first year of the lease term.

(B) Beginning with the one hundred second (102nd) year of the lease term. Landlord's net rent shall be reduced to One Dollar (\$1.00) per year for each of the remaining years of the term of this Lease.

(C) It is intended that the rent provided for in this Section 2 shall be an absolute net return to Landlord throughout the term of this Lease free of expense, charge, offset, diminution or other deduction, and all questions that may arise concerning the meaning of any provisions in this Lease shall be construed in terms of this intent.

Section 3. Taxes and other public charges. All real estate taxes, special assessments, license fees, and any other charges of governmental or quasi-governmental authority levied, assessed or imposed with respect to the Premises (the "Public Charges") shall be paid promptly when due by Tenant. All Public Charges for the year in which this Lease begins shall be pro-rated. Nothing herein contained shall require or be construed to obligate Tenant to pay franchise, capital levy, estate or inheritance, or personal income taxes imposed on Landlord; provided, however, that if at any time during the term of this Lease the method of taxation prevailing at the beginning of the term shall be altered so as to cause the whole or any part of the Public Charges now levied, assessed or imposed upon real estate and the improvements thereon to be levied, assessed or imposed, wholly or partially on rents received from the Premises or similar income or capital levy, then any such tax in lieu of the Public

Charges as now levied, assessed or imposed shall be included in the term "Public Charges" for the purposes of this Lease.

Section 4. Other expenses. All other expenses of operating the Premises, including, without limitation, repairs (whether minor or major), maintenance, insurance, fees and salaries, and restoration of damage resulting from fire or any other cause shall be borne entirely by Tenant.

Section 5. Condominium. Landlord hereby acknowledges that Tenant is a trust established to operate as a condominium the building at 1105 Massachusetts Avenue of which the Premises are a part and that the Premises shall constitute a common facility of that condominium.

Section 6. Use. While designed for garage purposes, Tenant may use the Premises for any purpose lawful at the time of Tenant's use thereof.

Section 7. Indemnification of Landlord. To the extent permitted by law, Tenant shall indemnify Landlord from and against all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or to any property arising directly or indirectly out of, or occurring in or on the Premises, or any part thereof, or arising from any act or omission of Tenant, its sub-tenants, agents, servants, licensees, business invitees or any person in or about the Premises for the purpose of visiting or dealing with the Tenant or its sub-tenants, agents, servants, licensees or business invitees.

Section 8. Defaults. (A) If any default be made in the payment of rent and if Tenant fails to cure such default within thirty (30) days after receipt of written notice to Tenant, or if default be made in the performance of any other condition, covenant or agreement herein, and if Tenant fails to cure such default within thirty (30) days after written notice thereof to Tenant, or fails to commence to cure such default within said thirty (30) day period and thereafter diligently proceed to complete curing such default, then Landlord may immediately take legal action on account of such default for such relief at law or in equity as may be appropriate except for termination of this Lease or recovery of possession of the Premises, and in no event whatsoever shall Landlord have any right to terminate this Lease, or to re-enter or take possession, or in any manner interrupt or disturb Tenant's peaceful possession or enjoyment, of the Premises.

(B) If the building at 1105 Massachusetts Avenue, of which the Premises are a part, is so damaged by fire or other casualty so that Tenant and the condominium owners for whom Tenant may be the governing body determine not to rebuild the building or if, for any reason, said building ceases to be used as a condominium, apartment house, hotel or for office use. Tenant shall pay to Landlord, as liquidated damages, subject to the rights, if any, of condominium mortgagees, a sum that is six percent (6%) of the insurance proceeds received by the Tenant, or any person or body of persons acting on behalf of the condominium, with respect to such fire or other casualty. Provided, always, that if Tenant pays the rent herein provided for. Landlord shall have no such right to liquidated damages but shall have such right upon cessation of rent payments. For the enforcement of Landlord's rights hereunder. Landlord shall have all rights conferred under G.L. C.183A, s.13.

Section 9. Quiet Enjoyment. Landlord hereby covenants and agrees that Tenant and its successors and assigns, upon paying the rents and performing and fulfilling the conditions and provisions herein upon Tenant's part to be paid or fulfilled, shall and may peaceably and quietly hold, occupy and enjoy the Premises during the term of this Lease' free from any hindrance or molestation by Landlord, or any person or persons rightfully claiming through or under Landlord.

Landlord hereby represents that it has good record and marketable title to the Premises in a 199 year leasehold estate under a lease of even date, free of encumbrances, and that it has the unrestricted

right to enter into this Lease upon the terms herein contained. So long as Tenant performs all its obligations under this Lease, Landlord covenants that it will perform all of its obligations as tenant under the aforementioned 199 year lease.

Section 10. Restoration. In the event of damage to the Premises by reason of fire or other casualty. Tenant shall promptly repair the same, whether or not insurance proceeds therefor are available and there shall be no abatement of rent. If such damage results in cessation of the use of said building as a condominium, apartment house, hotel, or for office use and the cessation of payment of the rent herein reserved, then Section 8 of this Lease shall be operative.

Section 11. Insurance. (A) Tenant shall keep the Premises insured against loss from fire and other risks generally included in extended coverage, as well as insurance against vandalism, malicious mischief and the risk of loss from explosion in an amount equal to the replacement cost thereof. Such insurance may be included in casualty insurance maintained by the Tenant on the building at 1105 Massachusetts Avenue of which the Premises are a part, without, however, any specific dollar allocation for the Premises. Landlord and Tenant shall be named parties insured under such policies but their interests shall be subordinate to the rights of condominium mortgagees and to the insurance provisions in Article V of the 1105 Massachusetts Avenue Condominium Trust, except in the case of a total loss, in which case the provisions of Section 8B shall apply. Tenant shall annually review the insurance required hereunder and shall report the results of such review to Landlord.

(B) Tenant's general liability insurance shall designate Landlord a named insured.

Section 12. Eminent domain. If a part of the building at 1105 Massachusetts Avenue of which the Premises are a part is taken by public authority under the power of eminent domain but the taking is such that said building continues to be operated as a residential condominium or other habitable facility, Tenant shall continue to pay the rent herein reserved. If said building is taken in its entirety, or so much thereof is taken that Tenant and the condominium owners for whom Tenant may be the governing body elect to cease using it as a condominium, apartment house, hotel or for office use. Tenant shall pay to Landlord, subject to the rights, if any, of condominium mortgagees, out of any eminent domain award a sum that is six percent (6%) of such award. For the enforcement of Landlord's rights hereunder, Landlord shall have all rights conferred under G.L. C.183A, s.13.

Section 13. Waivers. The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the covenants, terms and conditions of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Landlord of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Landlord and Tenant.

Section 14. Estoppel certificates. At any time during the term of this Lease, Landlord agrees to execute and deliver to Tenant a certificate which acknowledges or recites such facts then in existence concerning any provision of the Lease or payments made under the Lease or Tenant's tenancy and possession of the Premises, which Tenant may reasonably request.

Section 15. Landlord and Tenant defined. "Landlord" and "Tenant" shall mean the parties named in the introductory paragraph of this Lease and their respective successors and assigns, including beneficiaries of any trust to whom distribution is made, and those claiming through or under them respectively. The trustees of neither the Trowbridge Trust nor the 1105 Massachusetts Avenue Condominium Trust shall have any individual liability. Landlord shall be liable hereunder only to the extent of Landlord's interest in the subject realty and Tenant and the beneficiaries of Tenant shall be

liable only to the extent of the trust res of Tenant and the interest of Tenant's beneficiaries in the said building at 1105 Massachusetts Avenue.

Section 16. Successors and assigns. This Lease and each and every covenant thereof shall inure to and be binding upon and shall be for the benefit of all the parties hereto and their respective successors and assigns, and the heirs, executors and administrators of any persons who by succession or assignment become parties to this Lease.

Section 17. Notice of Lease. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute, acknowledge and deliver a notice of lease in statutory form.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written.

TROWBRIDGE TRUST -- LANDLORD

By: Max Wasserman

By: Leo E. Wolf

By: Gale L. Raphael

As Trustees and not individually

1105 MASSACHUSETTS AVENUE CONDOMINIUM TRUST -- TENANT

By: Max Wasserman

By: Michael J. Coyne

By: Rudolph Kass

As Trustees and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 12, 1974

Then personally appeared the above-named Max Wasserman and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Trowbridge Trust, before me,

David Adler

Notary Public

My commission expires: 6/27/80

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. April 12, 1974

Then personally appeared the above-named Michael J. Coyne and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the 1105 Massachusetts Avenue Condominium Trust, before me,

David Adler

Notary Public

My commission expires: 6/27/80