



The Commonwealth of Massachusetts

*Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108*

CHARLES D. BAKER
GOVERNOR

Tel: (617) 727-4050
Fax: (617) 727-5363

MICHAEL J. HEFFERNAN
SECRETARY
ADMINISTRATION & FINANCE

KARYN E. POLITO
LIEUTENANT GOVERNOR

CAROL W. GLADSTONE
COMMISSIONER

OFFICE OF LEASING AND STATE OFFICE PLANNING INVITATION FOR PROPOSALS (IFP)

A. GENERAL INFORMATION

1. INTRODUCTION AND INSTRUCTIONS

Pursuant to a Certification of Emergency and Waiver of Advertising Requirements, the Office of Leasing and State Office Planning of the Division of Capital Asset Management and Maintenance (DCAMM) invites proposals to lease space to the Commonwealth for use by the Massachusetts State Lottery Commission as described in § 2.

Proposals must be submitted in accordance with the Instructions for Preparation, Labeling and Submission of Lease Proposals included in the attached Lease Proposal form. Proposals should be clearly marked: “**Project Number 201802300.1**” and should identify the name and address of the proposer. Proposals may be submitted by mail, messenger, electronic mail (e-mail) or by facsimile, to the following address:

Attn: Martha Goldsmith, Director
Division of Capital Asset Management and Maintenance
Office of Leasing and State Office Planning
One Ashburton Place
14th Floor – Room 1411
Boston, Massachusetts 02108
E-mail address: leasingforms.dcammm@mass.gov
Fax number: 617-727-5482

Proposals received via e-mail or fax are subject to the delivery of a hard-copy proposal with an original signature from the Proposer. Proposals submitted by e-mail should include “**Massachusetts State Lottery Commission IFP, Project # 201802300.1**” in the subject line.

This Invitation for Proposals (IFP) contains the Proposal Form to be used to submit a proposal. To assist the Commonwealth in its evaluation of proposals, proposers are invited to provide information in addition to the requested information that would facilitate an understanding of the proposal and proposed premises and location.

Proposals will be opened upon receipt and review will commence immediately.

Please contact Walter Jenkins, Senior Project Manager, at the DCAMM Office of Leasing if you have questions about this Invitation for Proposals (telephone: 857-204-1832).

The Commonwealth's objective is to obtain the space most advantageous to the Commonwealth's needs for the best value. In determining best value, preference will be given to proposals that support the Commonwealth's objective of promoting private investment in Gateway Cities for the construction or substantial rehabilitation of commercial and/or multi-family residential developments that are located within Gateway Cities and within the downtown area or proximate to public transit. DCAMM will evaluate each proposal for conformity to the provisions of this IFP. DCAMM will consider the components of evaluation in combination, not in isolation.

Evaluation of proposals will be based on information in the proposals, obtained on site visits, clarified by DCAMM, provided by proposers at DCAMM's request, and provided by references identified in the proposals. In addition, evaluation of proposals may include consideration of information from state agencies, individuals, and entities with knowledge of any element of any proposal, from DCAMM and other Commonwealth files, and from other available and verifiable information. DCAMM may consider the Commonwealth's experience with a proposer and with the proposed property.

DCAMM reserves the right to, if deemed to be in the best interest of the Commonwealth, (i) waive portions of the IFP for all proposers, (ii) excuse minor informalities in any proposal, (iii) discuss any provision of any proposal with the proposer of that proposal in order to clarify the proposal, (iv) request proposers who submitted proposals to submit best-and-final offers, (v) reject any part of any proposal, and (vi) reject all proposals.

DCAMM will conduct site visits to a proposed Building as necessary to verify the information provided in the proposal and evaluate the suitability and availability of the proposed Premises. The Proposer, or a knowledgeable and authorized representative, must be present at the site visit.

DCAMM will notify a Proposer in writing of DCAMM's conditional selection of its proposal. Such notification does not represent a contract and does not commit the Commonwealth to enter into a Lease. It is assumed that the parties will make a good-faith effort to negotiate a Lease acceptable to the User Agency, DCAMM, and the conditionally selected proposer, but if agreement is not reached, the Commonwealth reserves the right to terminate the conditional selection and conditionally select another proposal or re-advertise.

From the date of issuance of this IFP through the date on which a conditional selection is made, the DCAMM Project Manager for this project is the only authorized point of contact of the Commonwealth regarding this IFP and its subject matter.

2. PROJECT DESCRIPTION

The Office of Leasing and State Office Planning of the Division of Capital Asset Management and Maintenance (DCAMM) seeks proposals to lease space to house the Central Warehouse & Distribution Center of the Massachusetts State Lottery Commission and its South Shore Regional Operations in accordance with the terms, conditions, and specifications identified in this IFP.

- 2.1 **User Agency:** The Massachusetts State Lottery Commission (LOT)
- 2.2 **Program Description:** The Massachusetts State Lottery Commission (LOT) markets and distributes gaming products throughout the Commonwealth.
- The premises sought through this IFP will house LOT's Central Warehouse and Distribution Center, LOT's South Shore Regional Operations, and office space and support areas ancillary to these two functions.
- The Hours of Operation of this facility are from 5:00 a.m. to 7:00 p.m. six days per week, Monday through Saturday, with occasional Sunday and Holiday activity.
- The premises are intended as a secure facility with limited visitors other than accredited vendors and guests.
- 2.3 **Summary of Space Needs:**
- Location:** Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136
- Amount of Space:** Approximately 50,800 square feet of Usable Area (as defined in § 3.5) as follows: approximately 36,500 square feet of distribution center and warehouse space, approximately 4,000 square feet of flex space for light assembly work, and approximately 10,300 square feet of office space
- Type of Space:** Warehouse and Distribution Center, Flex Space for light assembly work, and Office.
- Type of Agreement:** Commonwealth Office Lease (Attachment C-2)
- Term:** 10 years
- Desired Date of Occupancy:** As soon as possible
- Reserved Parking:** 70 standard parking spaces, 4 spaces of Accessible Parking for cars with a disability placard available as close as possible to an accessible entrance to the proposed Building, and 2 parking spaces for the User Agency's trucks, (as defined in § 3.6 and § 3.7). The 2 parking spaces for the trucks must each be equipped with one 20-amp standard power outlet.

3. DEFINITIONS

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

- 3.1 **DCAMM:** The state agency that issues the IFP, makes the final selection of the successful proposal, and, through the Commissioner of DCAMM, has authority to bind the Commonwealth by signing a Lease contract. Within DCAMM, the Office of Leasing and State Office Planning is responsible for handling all matters related to leasing.
- 3.2 **User Agency:** The state agency, as identified in § A-1.1, that will occupy the space being sought.
- 3.3 **Eligible Proposers:** The record owner(s) of the proposed property; the tenant(s) of the proposed property whose lease permits subleasing; a prospective purchaser or a prospective ground tenant of the proposed property whose lease will permit subleasing, provided that such prospective purchaser or prospective ground tenant must attach to the proposal a copy of a fully executed (i.e., by the proposer, the prospective seller or the prospective ground landlord, and any other identified party) purchase-and-sale agreement, letter of intent, or other evidence of the proposer's control of the property, and further provided that no Lease will be signed until such prospective purchaser or prospective ground tenant becomes either the record owner or the ground tenant of the proposed property whose lease permits subleasing; and a broker or an agent of any such party with the authority to bind such party to an agreement with the Commonwealth of Massachusetts regarding the subject matter of the proposal, provided that the record owner(s) or the tenant(s) of the proposed property must execute the Lease as Landlord. A proposal for different properties that is jointly submitted by or for different owners or tenants or prospective ground tenants of the proposed properties will not be eligible for consideration.
- 3.4 **Qualifying Proposals:** Proposals that meet the requirements identified in § A-6 of the IFP. Proposals that are determined not to meet one or more of these requirements are non-qualifying proposals.
- 3.5 **Usable Area:** For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.
- 3.6 **Reserved Parking:** Parking spaces rented by the Commonwealth and reserved for the User Agency for authorized vehicles. Reserved parking must accommodate overnight and weekend parking, and offer unlimited entry and exit privileges.

- 3.7 **Accessible Parking for the Disabled:** Parking spaces complying with the regulations of the Massachusetts Architectural Access Board (MAAB) and the 2010 ADA Standards for Accessible Design including requirements for van spaces, signage, location, dimensions, striping and maximum slope.
- 3.8 **Capitalized Terms-of-Art:** Capitalized terms-of-art in this IFP have the respective meanings given to them in the Commonwealth Office Lease attached to this IFP unless otherwise defined in this IFP.
- 3.9 **Gateway Cities:** A Gateway City, as defined by s. 17 of c. 240 of the Acts of 2010, is “a municipality with a population greater than 35,000 and less than 250,000, a median household income below the commonwealth’s average and a rate of educational attainment of a bachelor’s degree or above that is below the commonwealth’s average.” The following is the current list of municipalities that are Gateway Cities: Attleboro, Barnstable, Brockton, Chelsea, Chicopee, Everett, Fall River, Fitchburg, Haverhill, Holyoke, Lawrence, Leominster, Lowell, Lynn, Malden, Methuen, New Bedford, Peabody, Pittsfield, Quincy, Revere, Salem, Springfield, Taunton, Westfield, and Worcester.

4. COMMONWEALTH POLICY OBJECTIVES; COST

- 4.1 **Commonwealth Policy Objectives:** Whenever feasible, it is DCAMM’s policy to acquire leased space in a manner that supports:
 - 4.1.1 **Historic Properties:** G. L. c. 7C, § 33 mandates that whenever space in buildings is to be acquired for the use of state agencies, first consideration must be given to structures that have been certified as historic landmarks as provided by G. L. c. 9, §§ 26 through 27C, listed in the National Register of Historic Places as provided by 16 USC § 470a (1974), or designated historic landmarks 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.”
 - 4.1.2 **Leading by Example – Clean Energy and Efficient Buildings:** Executive Order No. 484 (EO-484) calls for the establishment of a *Leading by Example Program* to oversee and coordinate efforts at state agencies to “reduce their environmental impact.” Examples of such efforts include, by way of example only and not limitation, promotion of energy conservation and clean-energy practices, waste reduction and recycling, environmentally preferable procurement, toxics-use reduction, water conservation, sustainable transportation, open-space and natural-resource protection, and improved compliance practices. EO-484 directs agencies to reduce overall energy consumption at owned and leased (at which the state pays directly for energy) buildings 20% by fiscal year 2012 and 35% by 2020.
 - 4.1.3 **South Coast Rail Economic Development and Land Use Corridor Plan (the Corridor Plan):** The Corridor Plan was released in 2009 and is available at <http://www.mass.gov/southcoastrail>. Executive Order No. 525 (EO-525) declares that the Corridor Plan, “through an unprecedented civic engagement process, identifies priority areas for additional growth and for land preservation, thereby creating a long-term vision for the sustainable development of this region.” EO-525 further declares that “the Corridor Plan’s smart growth framework calls for the clustering of jobs and homes around new stations, in downtowns and village centers, and for the permanent protection of the South Coast’s environmentally

sensitive forests, wetlands, farms, and habitat areas.” EO-525 directs agencies of the Commonwealth to “review their policies, actions and investments to support and implement the recommendations of the Corridor Plan.” The South Coast region is comprised of the following cities and towns: Acushnet, Attleboro, Berkley, Bridgewater, Canton, Dartmouth, Dighton, Easton, Fairhaven, Fall River, Foxborough, Freetown, Lakeville, Mansfield, Marion, Mattapoisett, Middleborough, New Bedford, North Attleborough, Norton, Raynham, Rehoboth, Rochester, Seekonk, Sharon, Somerset, Stoughton, Swansea, Taunton, Wareham, and Westport. In those instances when DCAMM seeks to lease space in the South Coast region, proposers are invited to demonstrate, within their proposals, how their proposals are consistent with implementation of the recommendations of the Corridor Plan.

- 4.2 **Cost:** DCAMM 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 provisions of the proposal throughout the Term. These costs include the Rent, any Additional Rent and other sums paid to Landlord, operating expenses paid directly by 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 the proposed 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 § 2 of the Lease Proposal (Attachment C-1 of the IFP) carefully. All cost information, including offers of free Rent, alternative reduced Rent schedules, etc., must be included in the proposal.

5. GENERAL REQUIREMENTS

- 5.1 **Submission:** The proposal must be submitted on the DCAMM Lease Proposal form included with this IFP, and generally in accordance with Instructions in § A-1. of this IFP.

5.1.1 **Eligible Proposer:** The proposal must be submitted by an eligible proposer, as defined in § A-3.3.

5.1.2 **Type of Agreement and Term:** The proposal must represent that the proposed Landlord agrees to sign a Lease for the Term identified in § A-2.3 and substantially in the form of the Commonwealth Office Lease (Attachment C-2 of this IFP) without material modification.

5.2 Location

5.2.1 **Search Area:** The proposed Building must be located within the search area identified in § A-2.3, Location.

5.2.2 **Parking:** The proposal must include the number of Reserved Parking spaces described in § A-2.3. If such spaces are not proposed to be included in the Lease, the Commonwealth must be able to determine that such spaces can be leased separately.

5.3 **Building Conditions: Building Codes, Barrier-Free Access, and Hazardous Substances**

- 5.3.1 **Building Codes:** The proposed Building must comply with all applicable federal, state, and local code requirements, or DCAMM must be satisfied that it can and will be brought into substantial compliance by the desired Date of Occupancy. Such codes include, but are not limited to, the Massachusetts State Building Code, Massachusetts Architectural Access Board (MAAB) Regulations, and other applicable provisions of the Code of Massachusetts Regulations (CMR). If a proposal is accepted subject to Landlord meeting certain code requirements, the Commonwealth will not take occupancy of the space until all code deficiencies have been fully corrected.
- 5.3.2 **Barrier-Free Access:** The proposed Building and Premises must meet the requirements in § B-2.1.1 for Access for Persons with Disabilities.
- 5.3.3 **Hazardous Substance:** The proposer must warrant and represent that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building.

5.4 **Building Conditions: Proposed Premises**

- 5.4.1 **Contiguous Space and Demised Premises:** The proposed premises must consist of a contiguous block of space that must be demised from any other tenant of the building or proposed building, or the proposer must confirm that the proposed premises will be demised by the Date of Occupancy
- 5.4.2 **Floor-to-Ceiling Height in the Central Warehouse and Distribution Center:** The floor-to-ceiling height in the Central Warehouse and Distribution Center portion of the premises identified in the Space Allocation and Finish Schedule must have a clear height of not less than 25 feet from the surface of the finished floor to the lowest element hanging from the ceiling or roof structure, or the Proposal must state that by the Date of Occupancy the clear ceiling height in the portion of the Premises proposed for the Central Warehouse and Distribution Center will not be less than 25 feet from the surface of the finished floor to the lowest element hanging from the ceiling.
- 5.4.3 **Ceiling-Height in the Warehouse Portion of the South Shore Regional Operations:** The floor-to-ceiling height in the Warehouse portion of the South Shore Regional Operations identified in the Space Allocation and Finish Schedule must have a clear height of not less than 14 feet from the surface of the finished floor to the lowest element hanging from the ceiling or roof structure, or the Proposal must state that by the Date of Occupancy the clear ceiling height in the portion of the Premises proposed for Warehouse portion of the Warehouse for the South Shore Regional Operations will not be less than 14 feet from the surface of the finished floor to the lowest element hanging from the ceiling.
- 5.4.4 **Loading Docks for the Central Warehouse and Distribution Center:** The proposed premises must be equipped with a minimum of four loading dock

positions each with a pit-type mechanical or electric hydraulic dock leveler. Each dock position must be 48” to 54” above finished grade and each pit-type leveler must have a 12” above and below service height and a lip extending at least 15”. Each pit-type leveler must have dock protection projecting at least 4 ½”. Each loading dock position must be able to accommodate trucks or trailer trucks up to 53 feet long. The loading dock apron must be a minimum of 90’ in length, the dock approach must be level and it must be lined for a minimum of 30’.

- 5.4.5 **Loading Dock for the Warehouse of the South Shore Regional Operations:** The proposed building must be equipped with a least one adjustable-plate loading dock position capable of accepting trucks or trailer-trucks of up to 53 feet long, with minimum door dimensions. The dock must be 48” to 54” above finished grade and the pit-type leveler must have a 12” above and below service height and a lip extending at least 15”. The pit-type leveler must have dock protection projecting at least 4 ½”.
- 5.4.6 **Loading Dock Doors:** Each loading dock door must be a roll-up door at least 10’ high x 9’ wide, with a motorized electric opener and closer.
- 5.4.7 **Loading Dock Seals:** Each loading dock door must have dock seals projecting out 2’-6”, with a top and sides, at the loading for weather control and worker comfort.
- 5.4.8 **Drive-in Ramp with Garage Door for the Central Warehouse and Distribution Center:** The proposed premises must be equipped with at least one drive-in ramp and garage door to allow for cars and trucks up to 10 feet in height to drive in and park inside.
- 5.4.9 **Drive-in Ramp with Garage Door for the Warehouse of the South Shore Regional Operations:** The proposed premises must be equipped with at least one drive-in ramp and garage door to allow for cars and trucks up to 10 feet in height to drive in and park inside.
- 5.4.10 **Location and Distribution of Space:** The proposed premises must be contiguous and, at a minimum, the portion of the premises proposed for all the warehouse space and all the distribution center space must be located on the ground floor.
- 5.4.11 **Floor Loading:** The proposer must confirm that the Building will meet the floor loading requirements identified in the IFP.
- 5.4.12 **Usable Area and Type of Space:** The proposal must offer the amount of space in usable square feet (see § A-4.5 for definition of Usable Area) stated in § A-2.3 of the IFP. DCAMM reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency’s needs.

The proposal must offer the type of space sought and DCAMM must be satisfied that the proposed space is, or will be made, functional for and compatible with the Program Description in § A-2.2.

- 5.5 **Landlord's Improvements:** The proposer must agree to substantially meet the General Specifications in § B-2, or must suggest, within the proposal, alternatives acceptable to DCAMM and the User Agency.

- 5.6 **Landlord Capacity:** The proposer must agree to substantially meet the Landlord's Services in the General Specifications in § B-1 or must propose alternatives acceptable to DCAMM and the User Agency.

B. GENERAL SPECIFICATIONS

The Landlord's Services in § B-1 describe the services that the Landlord must provide to the Tenant under the Commonwealth Office Lease. The Landlord's Services, with any modifications agreed to by the Commonwealth based on the selected proposal, will be incorporated into the Lease. The proposer must clearly identify in the proposal each proposed modification so that DCAMM, in consultation with the User Agency, can take this into account in evaluating the proposal. A condition of conditionally selecting the proposal may include a requirement that the proposer withdraw a proposed modification.

The Landlord's Improvements in § B-2 describe the improvements that Landlord must provide to Tenant under the Commonwealth Office Lease. The Landlord's Improvements, with any modifications agreed to by the Commonwealth based on the selected proposal, will be incorporated into the Lease. The proposer must clearly identify in the proposal each proposed modification so that DCAMM, in consultation with the User Agency, can take this into account in evaluating the proposal. A condition of conditionally selecting the proposal may include a requirement that the proposer withdraw a proposed modification.

DCAMM encourages proposers to suggest ways to use existing or less costly improvements to meet the needs of the User Agency and to submit alternative proposals that meet the needs of the User Agency in a better or more cost-effective manner. DCAMM'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 alternatives.

1. LANDLORD'S SERVICES

- 1.1. **Hours of Operation:** The Hours of Operation of this facility are Monday through Saturday from 5:00 a.m. to 7:00 p.m. with occasional Hours of Operation on Sundays and State holidays.
- 1.2. **Utilities:** Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the User Agency's equipment and lighting within the Premises.

During the Hours of Operation, Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and must maintain the temperature within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime in all of the Premises, except as follows:

- In the Main Distribution Frame (MDF) and in the Intermediate Distribution Frame (IDF) Rooms, Landlord must maintain the temperature at no more than 70° Fahrenheit 24*7*365.
 - In the Central Warehouse and Distribution Center, Landlord must maintain the temperature at a minimum of 64° Fahrenheit during the Hours of Operation in the wintertime.
 - In the portion of the Distribution Center housing the fulfillment-line, Landlord must maintain the temperature at not less than 68° Fahrenheit in the wintertime and at not more than 76° Fahrenheit in the summertime, six days a week from 7:00 a.m. to 3:30 p.m.
 - In the Warehouse of the South Shore Regional Operations, Landlord must maintain the temperature at a minimum of 64° Fahrenheit in the wintertime, during the Hours of Operation.
- 1.3. **Maintenance of Premises, Appurtenant Areas, and Building:** Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenable condition. Landlord must provide Material Safety Data Sheets for all products used on-site.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the Hours of Operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all Building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, life-safety systems and fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-

conditioning equipment in accordance with the manufacturer’s recommendations and must replace filters quarterly or more often if indicated or dictated by local conditions or by the manufacturer’s recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1.7.

Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

If the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must repaint all circulation corridors in the Office/Staff Areas at the beginning of the fourth and the seventh year of the Lease Term in accordance with the specifications in § B-2, and Landlord must re-carpet all circulation corridors in the Office/Staff Areas at the beginning of the sixth year of the Lease Term in accordance with the Specifications in § B-2. Landlord is responsible for moving and returning furniture as necessary to accomplish painting and re-carpeting. The User Agency may waive this requirement in writing for certain rooms, or where protective wall covering is provided and installed.

- 1.4. **Building Security and Access:** Landlord must enable authorized employees of the User Agency to access the Premises at any time 24*7*365.
- 1.5. **Janitorial Services:** The User Agency will provide all janitorial services within its Premises.
- 1.6. **Preparation for Occupancy by Tenant:** Before Tenant occupies the Premises, Landlord must perform (or Landlord must cause Landlord’s professional cleaning-service company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced, as specified in § B-2.7 Ventilation.
- 1.7. **Initial Indoor Air Quality Testing:** Within 30 days after the Date of Occupancy, Landlord must conduct, at Landlord’s sole cost and expense, initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Material Measured	IAQ Standard/Guideline	Source
Carbon dioxide	800 ppm	MA DPH
Carbon monoxide	Less than or equal to outdoor concentrations	MA DPH

Material Measured	IAQ Standard/Guideline	Source
Particulate in air	.035mg/m ³	US EPA
VOCs	Less than or equal to outdoor concentrations	MA DPH

Landlord must deliver to Tenant and User Agency a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.8. **Indoor Air Quality Testing During Lease Term:** Within 30 days after receipt of a written request from Tenant, once during lease years 1 – 5 and again once during lease years 6 – 10 if the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must conduct, at Landlord's sole cost and expense, indoor air quality testing (IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. IAQ Testing must demonstrate results consistent with those identified above.

Landlord must deliver to Tenant and User Agency a written report (the IAQ Report) of the results of the IAQ Testing. If the IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.9. **Re-Balancing of HVAC System During Lease Term:** If the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord, at Landlord's sole cost and expense, must rebalance the HVAC system at the beginning of lease year 6 and Landlord must provide Tenant with a registered engineer's certification that the air distribution is properly balanced in accordance with the design intent as set forth in the approved Working Drawings, along with a copy of the supporting balancing report not later than ninety days following the beginning of lease year 6. Any deficiencies must be corrected by Landlord at Landlord's sole cost and expense.
- 1.10. **Professional Design Services:** Promptly following selection of its proposal, the selected proposer must provide professional design services to the User Agency, including those of an I.T. consultant, to complete the Schematic Space Plan of the Premises that will be incorporated into and made part of the Lease as Exhibit B. These services must be provided at no additional cost to the User Agency.

2. LANDLORD'S IMPROVEMENTS

2.1. Introduction

- 2.1.1. **Code and Regulatory Requirements:** All Building improvements must comply with the Massachusetts State Building Code, regulations of the Massachusetts Architectural Access Board (MAAB), the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design, and applicable CMR provisions. Where federal or local codes, or regulations, ordinances, or zoning laws apply, the more restrictive provision must be followed.
- 2.1.2. **Access for Persons with Disabilities:** The Building and the Premises must be free of barriers preventing access to and use of the Premises by persons with disabilities in accordance with applicable state and federal accessibility regulations.
- 2.1.3. **Project Schedule:** The project schedule in Lease Exhibit D identifies the work to be performed by Landlord and Tenant and highlights the critical-path items and dates for the completion of Landlord's Improvements (including the installation of all equipment) and the availability of the Premises for Tenant's Occupancy.
- 2.1.4. **Working Drawings:** All improvements to the Premises and related areas (the Landlord's Improvements, as defined in the Lease) must be provided and installed by Landlord and must be completed in accordance with the approved Working Drawings (as defined in the Lease) that are based on these General Specifications, including the Space Allocation and Finish Schedule in § B-2.
- 2.1.5. **Submittals:** Landlord must submit three full sets of the Working Drawings to Tenant and one full set in AutoCAD DWG format, on a disk.

Landlord must submit to the User Agency for review and approval, all proposed color selection, cuts, samples, and color swatches necessary to show the manufacturer's product line for any new finishes. The submittals include by way of example and not limitation, the proposed products for all floors, walls, ceilings, lighting, and the proposed finishes and materials for all architectural-woodwork.

Landlord must provide Material Safety Data Sheets for materials used in construction upon or before submission of the Certificate of Completion (see § 3.2 of the Lease).

- 2.1.6. **As-Built Plans; Cable Documentation:** Landlord must provide two disks in AutoCAD DWG format, one each to Tenant and User Agency, of the approved submission of Working Drawings updated to reflect the as-built conditions, and the Cable Documentation, both no later than 60 days after the Date of Occupancy.
- 2.1.7. **Materials:** Whenever feasible, Landlord must use environmentally preferable materials such as materials with low emissions of volatile organic compounds (VOCs), materials with recycled content, or materials that are recyclable.
- 2.1.8. **Work in Occupied Areas:** If the Landlord's Improvements are to be carried out in Premises that will be occupied in whole or in part by the User Agency during the work, Landlord must isolate the occupied areas from the construction areas

with appropriate temporary, air-tight physical barriers and must schedule construction activities that are likely to disrupt the User Agency's operations for times after the Hours of Operation. Before commencing work, Landlord must submit a work plan to Tenant for review and approval identifying proposed measures to prevent migration of construction-generated pollutants to occupied areas and to ensure the continuity of the User Agency's ongoing operations.

2.1.9. Systems Furniture

2.1.9.1. **User Agency-Provided Systems Furniture (UA-Wkstn):** The User Agency will supply and install the modular systems furniture indicated as User Agency Workstations (UA-Wkstn) on the Space Allocation and Finish Schedule in § B-2. The modular panels of the User Agency-Provided Systems Furniture vary in height from a low of 48" to a high of 85", and Landlord must coordinate ceiling heights, and the placement of HVAC and fire and life-safety systems accordingly.

- 2.2. **Walls:** Walls must be located as shown on approved Working Drawings. The location of all floor tracks must be verified by the project architect. The standard wall composition is assumed to be 5/8" gypsum wallboard (GWB) on metal studding, spacing as recommended by manufacturer of metal studding. Other materials, including pre-finished wall systems, providing similar acoustics, durability, and physical appearance are acceptable.

To limit the production of dust and construction debris, DCAMM encourages the use to the greatest extent possible of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance as the conventional 5/8" gypsum wallboard (GWB) on metal studding assembly. For all new wall construction, Landlord must offset electrical outlets and similar openings. Landlord must provide and install 2" x 6" wood blocking as required for support of all wall-mounted elements. Landlord must refinish existing walls to match new partitions. All surfaces must be clean and smooth, and existing walls and/or partitions to be incorporated into the Premises must be prepared to receive the new finish specified.

DCAMM uses sound transmission coefficient (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.

- 2.2.1. **Demising Wall:** Demising walls separating the proposed Premises from all other tenants and Building common areas must meet code requirements for fire separation. Demising walls must extend tight to the structural floor or roof above, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of 3⁵/₈" 25-gauge metal studs and tracks, fastened securely to floor and structural ceiling (and a row of horizontal stiffeners at midpoint of wall where required), with one layer Type X ⁵/₈" GWB on each side with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must apply acoustical sealant at bottom and top and at all penetrations, and must provide and install sound attenuating blanket between studs.

- 2.2.2. **Full-Height Partition:** Landlord must provide and install full-height partitions as indicated on the Space Allocation and Finish Schedule. Full-height partitions must achieve an STC rating of 43 to 44 or better. A suggested assembly consists of 3⁵/₈" 25-gauge metal studs and tracks, a sound attenuating blanket between studs, one-layer 5⁵/₈" GWB on each side extending six inches above the acoustical tile with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must fasten tracks directly to floor and structural ceiling or install angle bracing from the structural ceiling to top of track to provide a rigid assembly.

DCAMM encourages the use of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance.

Reinforced Partitions and Ceiling: The Work Room and the Secure Storage Room of the Asset Control & Ticket Return business unit and the Ticket Settlement Room of the South Shore Regional Operations must be enclosed by full-height partitions and ceilings capable of withstanding forcible damage. A suggested assembly consists of extending the partition described immediately above to the underside of the structural ceiling, with the addition of a cementitious backboard (such as Durock) on the four walls of each room. A suggested ceiling assembly consists of a GWB ceiling with the addition of a cementitious backboard (such as Durock).

- 2.2.3. **Partitions for the Compressor Room:** Landlord must provide and install the Compressor Room indicated on the Space Allocation and Finish Schedule, preferably adjacent to the Technical Support Division.

The Compressor Room must be enclosed by full-height partitions tightly fitted to the underside of the slab of the floor above and must be acoustically isolated to achieve a STC rating of 55 or better. A suggested assembly consists of double (1/2") Type x gypsum wallboard both sides, two rows (2"x 4") studs, (16") or (24") on center staggered on common (2" x 6") plate, absorptive material both sides. The Compressor Room must be vented or cooled 24*7.

The compressor will be supplied and installed by the User Agency.

- 2.2.4. **Partitions for the Room Enclosing the Vacuum/Dust Collection System:** Landlord must provide and install the User Agency's Vacuum/Dust Collection System Room indicated on the Space Allocation and Finish Schedule, preferably adjacent to the Technical Support Division.

The Vacuum/Dust Collection System Room must be enclosed by full-height partitions tightly fitted to the underside of the slab of the floor above and must be acoustically isolated to achieve a STC rating of 55 or better. A suggested assembly consists of double (1/2") Type x gypsum wallboard both sides, two rows (2"x 4") studs, (16") or (24") on center staggered on common (2" x 6") plate, absorptive material both sides. The Room must be equipped with a grille for air circulation.

The vacuum system will be supplied and installed by the User Agency.

- 2.2.5. **Protective Wall Corner Guards:** Landlord must provide and install 4' tall heavy-duty rubber wall-corner guards or stainless steel wall-corner guards in main circulation corridors within and leading to the following business units: the Central Mail Room and Copy Center, the Technical Support Division, the Central Warehouse and Distribution Center, and the Warehouse of the South Shore Regional Operations.
- 2.2.6. **Blocking for User Agency's Wall-Mounted Equipment:** Landlord must provide and install the blocking necessary for the installation by User Agency's vendors of audio-visual equipment in conference rooms and of white boards in some of the offices. Landlord must work with Tenant during the design phase to determine the locations and dimensions of this blocking.
- 2.3. **Doors:** Doors and frames must match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware must 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 § B-2. Where required by code, Landlord must provide and install UL labeled fire-rated metal doors and frames. Door/frame finish must consist of both one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. New doors must not contain particleboard components made with urea-formaldehyde binders. All existing doors and frames that will remain are to be prepared to receive new finishes.
- 2.3.1. **Tenant Entry Doors:** Landlord must provide and install 1¾" thick x 3'-0" wide x 6'-8" to 7'-0" high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. At a minimum, each Tenant Entry Door must be equipped with a vision panel, and Tenant's main Entry Door must be equipped with a greater glass surface than a vision panel and with a tempered glass sidelight in metal or wood frame adjacent to the door; the actual size of the glass panel and sidelight must be confirmed during design.
- 2.3.2. **Loading Dock Doors and Electric Dock Levelers:** Landlord must provide and install 10' high x 9' wide windowless, roll up doors each with a motorized opener and a weather-tight outside shield at each loading dock position, and Landlord must provide an electric dock leveler at each loading dock position.
- 2.3.3. **Warehouse Drive-in Door:** Landlord must provide and install a 12' high x 9' wide windowless roll up door with a motorized opener and an outside ramp to allow for trucks up to 10' high to enter the Central Warehouse, and another one to enter the Warehouse of the South Shore Regional Operations.
- 2.3.4. **Exterior Door at Central Warehouse Entry:** Landlord must provide and install two 1 ¾" thick x 48" wide x 7'-6" to 8'-0" high, 16-gauge metal doors in a 16-gauge welded steel frame, one for staff and the other next to the drive-in door. Landlord must provide and install a doorbell at each door to annunciate within the warehouse portion of the premises.
- 2.3.5. **Exterior Door at South Shore Warehouse Entry:** Landlord must provide and install two 1 ¾" thick x 48" wide x 7'-6" to 8'-0" high, 16-gauge metal doors in a 16-gauge welded steel frame, one for staff and the other for entry into the

Charitable Gaming Vestibule. Landlord must provide and install a doorbell at each door to announce within the warehouse portion of the premises.

- 2.3.6. **Access Doors for User-Agency's Trash Compactors:** Landlord must provide and install a total of three access doors each approximately 30" x 30" in the exterior wall of the Central Warehouse in front of the concrete pads for the containers.
- 2.3.7. **Double Metal Doors and Frame:** Landlord must provide and install two 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high metal doors in 6'-0" wide x 6'-8" to 7'-0" high extruded steel frames with ⁵/₈" deep stops in the rooms identified in the Space Allocation and Finish Schedule, and in corridors leading to and from the Central Mail Room and Copy Center, the Central Warehouse and Distribution Center, the Technical Support Division, Asset Control & Ticket Return, and the South Shore Warehouse.
- 2.3.8. **Single Metal Door and Frame:** Landlord must provide and install 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high metal doors in 3'-0" wide x 6'-8" to 7'-0" high extruded steel frames with ⁵/₈" deep stops in non-occupiable rooms, or in rooms with the notation "metal door" in the Space Allocation and Finish Schedule.
- 2.3.9. **Standard Interior Door and Frame for Offices and similarly occupiable rooms:** Landlord must provide and install 1³/₄" thick x 3'-0" wide x 6'-8" to 7'-0" high solid core wood flush doors with hardwood stain grade veneer in extruded aluminum or 16 gauge steel frames, knock-down construction, with ⁵/₈" deep stops, with factory-applied transparent finish or with factory-applied primer to receive two coats of compatible paint finish on-site.
- 2.3.10. **Kick Plates:** Landlord must provide and install a protective kick plate on both sides of every hinged door in the Central Mail Room and Copy Center, Technical Support Division, Central Warehouse and Distribution Center, Asset Control & Ticket Return, and South Shore Regional Warehouse.
- 2.3.11. **Interior Glass and Glazing:** All interior glass and glazing must conform to Massachusetts State Building Code with attention to the Specific Hazardous Locations provisions.
 - 2.3.11.1. **Sidelight:** Landlord must add one 18" wide x 6'-8" to 7'-0" high tempered glass sidelight in matching frame next to each door of all offices, meeting rooms, and conference rooms identified on the Space Allocation and Finish Schedule in § B-2.
 - 2.3.11.2. **Vision Panel:** Landlord must add door manufacturer's standard glass vision panel, approximately 9" wide x 30" high located at eye level on the latch side of the door of all passageways and of any room 70 sf or greater.
 - 2.3.11.3. **Sliding Window with Tempered Glass:** Landlord must provide and install one 4' wide x 3' high sliding glass window in the Charitable Gaming Vestibule of the South Shore Regional Operations noted on the Space Allocation and Finish Schedule.

2.3.11.4. **Privacy Film:** Landlord must provide and install privacy film on the interior face of all glass sidelights, with pattern, size, and height to be confirmed by the User Agency during the design phase.

2.4. Hardware

- 2.4.1. **Hardware Package for Standard Interior Doors:** On standard interior doors, Landlord must provide and install Grade 2 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops ⁵/₈" deep. Latchsets must be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish. Landlord must provide and install one coat hook on the inside face of each office door.
- 2.4.2. **Hardware Package for Metal Doors:** On metal doors, Landlord must provide and install Grade 1 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops ⁵/₈" deep. Latchsets must be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish.
- 2.4.3. **Heavy-Duty Hardware Package:** Landlord must 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 must be Arrow, Best or Schlage only. Landlord must provide and install turnpiece on inside face of door. Landlord must provide and install up to two additional deadbolt units when indicated on the Space Allocation and Finish Schedule. Landlord must install closers and panic bars as required by code.
- 2.4.4. **Locks:** For all locks within the Premises, Landlord must provide and install Small Format Interchangeable Core (SFIC) cylinder locksets to allow for the immediate re-keying of locks by the User Agency.
- 2.4.5. **Dead-Bolt with In-Use Indicator:** Landlord must supply and install a dead-bolt with "in-use" indicator on the door of the Wellness Room indicated on the Space Allocation and Finish Schedule.
- 2.4.6. **Remote Door Release:** Landlord must provide and install an electronic strikeplate powered and wired to a receptionist station or office on up to six doors to be identified by Tenant during the design phase. Landlord must coordinate electrical and security tie-ins as needed by Tenant.
- 2.4.7. **Preparation of Doors and of Locksets and Strikeplates for Installation of Card Access System by User Agency:** Landlord must prepare all doors and supply and install all appropriate locksets and strikeplates in order to facilitate installation of a card access system by the User Agency. For the purposes of this IFP, proposers should assume having to prepare all the doors with the notation "Card Access" under NOTATIONS ON SPECIFICATIONS in the Space Allocation and Finish Schedule, all exterior entry doors, and up to 15 other doors to be identified by the User Agency during the design phase.

2.5. **Finishes and Specialties:** The following finishes and specialties are minimum standards; all finishes are subject to approval. New finishes must be chosen from manufacturers' open stock to allow proper matching. Refer to the Space Allocation and Finish Schedule for location of all finishes.

2.5.1. **Ceilings:** Ceilings in the administrative offices portion of the Premises may be new or existing acoustical tile systems. Exposed ceilings may be acceptable subject to DCAMM approval, if utilities are organized and the visual appearance is pleasing. For new installation, Landlord must provide and install an acoustical tile ceiling system consisting of 2' x 2' x ⁵/₈" or 2' x 4' x ⁵/₈" lay-in panels in a lay-in suspension system.

All new ceiling tiles must contain post-consumer recycled material and must not contain formaldehyde or vinyl facing. Ceilings must be at least 8 feet and no more than 11 feet from the floor. All piping must be concealed in hung ceilings. If the existing system is to be reused, it must be level and meet standards of new construction. Landlord must remove all soiled or damaged ceiling tiles and replace to match finish, pattern, and color of surrounding tiles. Landlord must replace bent or otherwise damaged grid members.

Ceilings in the Central Warehouse and Distribution Center, Technical Support Division, and South Shore Regional Warehouse may be open to the floor or roof structure above.

Ceilings in the Work Room and the Secure Storage Room of the Asset Control & Ticket Return business unit and in the Ticket Settlement Room of the South Shore Regional Operations must be hardened. Please refer to the description of Reinforced Partitions in § B-2.2.2.

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

2.5.2.1. **Carpet Tile and Straight Base:** In all rooms with the notation "CPT" on the Space Allocation and Finish Schedule, Landlord must provide and install solution dyed stain-resistant carpet tile with minimum pile thickness of .101 inch, minimum pile density of 6,000 ounces per cubic yard, and minimum weight density of 100,000 ounces per cubic yard. Carpet tile must have a minimum ten-year guarantee, anti-static warranty, and a Green Label or Green Label Plus certification from the Carpet and Rug Institute Indoor Air Quality Test Program. Where adhesive use is required, Landlord must use water-based or low resin adhesives that meet the Green Label or Green Label Plus certification and must adjust maintenance procedures to ensure durability of resins, as per manufacturer's recommendations. Landlord must provide and install 4" rubber or wood straight wall base.

2.5.2.2. **Resilient Tile Flooring and Cove Rubber Base:** In all rooms and areas with the notation "RTF" on the Space Allocation and Finish Schedule,

Landlord must provide and install 2.5 mm thick commercial-grade linoleum tile flooring. Landlord must install 4" cove rubber base along all walls.

- 2.5.2.3. **Concrete:** In all rooms and areas with the notation "CONC" on the Space Allocation and Finish Schedule, Landlord must provide and install a sealed concrete floor with a skid-free epoxy finish.

2.5.3. **Wall Finish**

- 2.5.3.1. **Paint:** Landlord must provide and install one coat of appropriate primer/sealer and two coats of egg-shell or semi-gloss acrylic-latex enamel paint in up to four colors to be selected by Tenant during the design phase. All painted and sealed surfaces must be lightly sanded between coats to give a clean smooth finish. All paints must be of low- or no-VOC content and meet current Green Seal or Greenguard standards for interior coatings.

In the Central Mail Room and Copy Center, and in the Technical Support Division, Landlord must provide and install one coat of appropriate primer/sealer and two coats of high traffic eggshell acrylic enamel paint such as ScrubTough by Scuffmaster or equal in up to four colors to be selected by Tenant during the design phase.

2.5.4. **Specialties**

- 2.5.4.1. **Signage:** Landlord must provide and install a comprehensive room signage system with Braille and raised room numbers with changeable laser printer inserts within the Premises, and a permanent signage system with Braille and raised lettering in all of the common areas of the Building. The two systems must comply with all current, applicable accessibility requirements. Landlord must provide and install directories at the main entrances and on each floor occupied by Tenant. In buildings occupied solely by the Commonwealth, Landlord must provide and install at least one exterior sign stating the following: Commonwealth of Massachusetts, the User Agency's name, the street address, and town.

- 2.5.4.2. **Window Coverings:** Landlord must provide and install window coverings that allow transmission of visible light, such as polyester screencloth with UV resistance, and that have anti-fungi and anti-bacterial characteristics. The type and color are to be selected by the User Agency.

2.6. **Plumbing**

- 2.6.1. **Plumbing for Reverse Osmosis System:** Landlord must provide and install a ¾" cold water feed with back-flow preventer and a floor drain in one of the two Janitorial Services Closets identified on the Space Allocation and Finish Schedule in § B-2. During construction of the improvements, Landlord must allow the User

Agency's service provider access to the Premises to enable the installation of flexible lines to the H₂O points of use.

- 2.6.2. **Plumbing in the Staff Support Room:** Landlord must provide and install an accessible stainless steel sink with protected waste lines and 33" x 22" x 6" minimum overall dimensions in the counter of the Staff Support Room described in Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule.
 - 2.6.3. **Plumbing in the Wellness Room:** Landlord must provide and install an ADA compliant single basin stainless steel sink with protected waste lines and 18.5" x 15" x 7.5" minimum overall dimensions in the counter of the Wellness Room described in Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule.
 - 2.6.4. **Plumbing for Utility Sinks:** Landlord must provide and install utility sinks approximately 20" wide x 24" deep x 34" high, with hot and cold running water, with a drain board attached, in the Technical Support Division, in the Central Warehouse, in the South Shore Warehouse, and in one of the two Janitorial Services Closets indicated on the Space Allocation and Finish Schedule.
 - 2.6.5. **Hose Bibs with Cold Water:** Landlord must provide and install one hose bib with cold water and a floor drain in the Central Warehouse, and one hose bib and a floor drain in the South Shore Warehouse.
 - 2.6.6. **Compressed Air System:** Landlord must provide and install a main compressed air supply line from the compressor room to the twelve individual workbenches in the Technical Support Division, to two locations in the Central Warehouse, and to one location in the Warehouse for the South Shore Regional Operations. The diameter of the pipe for the main line must be ¾", the diameter of the pipe at each drop must be ½" with a 100~125 pounds. The exact location of each drop will be determined by the User Agency during the design phase.
- 2.7. **Heating, Ventilation and Air Conditioning (HVAC):** DCAMM encourages the installation of high efficiency heating and cooling equipment and installation of an energy management system.
- 2.7.1. **Certification and Balancing:** Before the Premises are deemed available for occupancy, Landlord must furnish the following certifications:
 - a registered engineer's certification that the Building HVAC systems as designed and constructed will satisfy the requirements of the Lease
 - a registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the IFP specifications and the relevant drawings, along with a copy of the supporting balancing report
- Any deficiencies must be corrected by Landlord at Landlord's sole expense.
- 2.7.2. **Heating and Air Conditioning System:** The distribution systems must be designed to maintain the temperature throughout the Premises within 70° and 74°

Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime in all of the Premises, except as follows:

- In the Main Distribution Frame (MDF) and in any Intermediate Distribution Frame (IDF), the system must be designed to maintain the temperature at no more than 70° Fahrenheit 24x7x365.
- In the Central Warehouse and Distribution Center, the heating system must be designed to maintain the temperature at not less than 64° Fahrenheit in the wintertime.
- In the portion of the Distribution Center housing the fulfillment line, Landlord the air-conditioning and heating system must be designed to maintain the temperature at not less than 68° Fahrenheit in the wintertime and at not more than 76° Fahrenheit in the summertime between 7:00 a.m. and 3:30 p.m.
- In the Warehouse of the South Shore Regional Operations, the heating system must be designed to maintain the temperature at not less than 64° Fahrenheit in the wintertime.

HVAC sound levels must not exceed a noise criterion (NC) number of 35 in the Office portions of the premises and Support Areas associated with office uses.

- 2.7.3. **Ventilation:** Office areas, restrooms, conference rooms, staff support areas and special equipment rooms must be ventilated in compliance with the more restrictive requirements of the latest versions of the Massachusetts State Building Code, the Building Officials & Code Administrators International, Inc. (BOCA) National Mechanical Code or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards. Ventilation equipment must be installed and maintained in accordance with the manufacturer's recommendations.

Landlord must provide and install ceiling fans in the Warehouse portions of the premises and in the portion of the Distribution Center not equipped with an HVAC system to assist with air circulation. The type and size of ceiling fans must be approved by the User Agency during the design phase.

Landlord must provide and install ceiling-hung air filtration units in the Warehouse portions of the premises and in the portion of the Distribution Center not equipped with an HVAC system.

Landlord must take precautions to prevent foreign matter from getting into equipment and ductwork during construction. All new ductwork must be cleaned of foreign matter and flushed out before the system is placed into service, and Landlord must clean all existing supply air, return air, and exhaust air ductwork systems identified to remain. Landlord must install temporary filters in all air handling units and at each return air grill when operating the system during construction. Landlord must replace these filters as needed during construction, and must install new filters in all equipment immediately prior to occupancy by Tenant.

- 2.7.4. **Vacuum/Dust Collection System:** Landlord must install a main ductwork line from the vacuum room to the twelve individual workbenches in the Technical

Support Division necessary for installation by User Agency of elephant trunk vacuum arms. During the design phase Landlord must work with the User Agency to determine the diameter of the ductwork and the location of each drop.

- 2.7.5. **Zone Control and Thermostats:** Landlord must provide and install one thermostat or temperature control per zone. The zones must be delineated based on the types of space, the types of use, and the activities and Hours of Operation of the User Agency. Areas of disparate heat gain and heat loss (i.e. areas located alongside exterior windows or walls vs. areas that are not bound by exterior windows or walls, conference rooms, training rooms, equipment rooms, etc.) must be zoned separately.

Premises must be zoned separately from other Building areas and must be controlled by thermostats that are located solely within the Premises. All thermostats must be tamperproof.

- 2.7.6. **CO₂ Sensors and Air Exhaust Fans:** Landlord must provide and install a CO₂ sensor and an associated air exhaust fan in each room with an area of 300 square feet or more under the category Meeting Area in the Space Allocation and Finish Schedule.

- 2.7.7. **Carbon Monoxide Detectors:** Landlord must install, maintain, and service carbon monoxide detectors throughout the Premises for all buildings that rely on the combustion of fossil fuel as a source of energy for the HVAC system, for hot water, or for any other purpose, or for buildings connected to parking garages or to areas used for the storage of vehicles or equipment that use fossil fuel. The detectors must be hard-wired units with battery back-up, meet UL standard 2034, and be installed in accordance with the manufacturer's recommendations. Landlord must install at least one detector per 3,000 square feet or portion thereof. The detectors must be installed in open areas with no barriers to airflow. Landlord must replace batteries in each detector as needed, but not less than once a year.

- 2.8. **Electrical:** Landlord must provide and install an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures must 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 to provide adequate power for the Building electrical equipment and the power required to operate all equipment of the User Agency. Except for main distribution switchboard in multi-tenant buildings, power panels must not be shared with other tenants. Landlord must provide and install panels for lighting branch circuits independent from panels supplying receptacles and power-operated equipment. All power and lighting panels must have bolt-on type circuit breakers, a door with lock and key, and must include a typewritten directory on the inside of the door. Landlord must allow 4 watts per square foot for receptacles and lighting, and provide and install one spare circuit for every five active circuits, based on the recommendations of the National Electrical Code.

- 2.8.2. **Electrical Grounding System:** Landlord must supply and install a central electrical grounding system for the Building and Premises. The electrical ground must use building structural steel components (connections to the building steel must be done by using the Cadweld System) and supplemented by water pipes or driven ground rods system. The ground resistance must be 25 ohms or less. All outlets must be fully grounded back to the central electrical grounding system.
- 2.8.3. **Wiring:** All wire must be copper. The size of feeders must be determined by connected loads and be of adequate size to comply with code-required voltage-drop limitations. Wiring must 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, Landlord must use surface metal raceways, such as Plugmold or Wiremold. Landlord must make final connections to motors with seal-tite type conduit and fittings. Independent grounds for computer outlets must be insulated copper wire; metal raceways must not be used as a ground.
- 2.8.4. **Outlets:** In the Staff Areas, Landlord must provide and install one 20-amp, 120-volt floor or wall-mounted duplex outlet with independent ground per 75 square foot or per workstation, whichever is smaller, in open office areas and at least two general purpose duplex receptacles with independent ground per individual office or room measuring 100 square feet or less. In addition, enclosed rooms larger than 100 square feet must have an additional outlet for each additional 50 square feet. Power poles (one per 600 square feet) may be used to provide power to the outlets. No more than eight standard duplex receptacles.

In the Staff Support Room described in § B-2.9 Architectural Woodwork and indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power the User Agency-supplied refrigerator, microwave oven, H₂O point of use, and/or vending machines in the Staff Support Room. Power outlets in the Staff Support Room must each be connected to a separate, dedicated circuit.

In addition, Landlord must provide and install the number of additional 20-amp, 120-volt floor or wall-mounted duplex outlets stated in certain of the rooms or open areas where indicated on the Space Allocation and Finish Schedule.

In the Warehouse portions of the premises, Landlord must provide and install the number of 20-amp, 120-volt duplex outlets indicated on the Space Allocation and Finish Schedule.

In the Compressor Room, Landlord must provide and install four outlets with 220V 30A electrical service.

- 2.8.5. **Electrical Connections for User Agency-Provided Systems Furniture (Workstations) described in the Space Allocation and Finish Schedule (SAFS):** Landlord must bring power to and connect the User Agency-provided liquid-tight whips to the User Agency-provided modular furniture system. The

modular furniture system has three common 20-amp circuits, and one dedicated 20-amp computer circuit. Landlord must plan one such power feed for every six workstations at a ratio of 2 workstations per circuit.

2.8.6. **Floor Core with Poke-Thru Device:** Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and one electrical outlet in every conference room 300 square feet or more.

2.8.7. **Power Distribution Units (PDUs) for Electrical Distribution:** Landlord must supply and install two floor-mounted PDUs in the Distribution Center portion of the Premises to supply some of Tenant's equipment. The PDUs must be self-contained floor-mounted units each with main breakers, individual circuit breakers, power monitoring panels, and internal bus bars for neutral and grounding.

2.8.8. **Other Power Distribution:**

In the Warehouse portions of the Premises, Landlord must provide and install the number of 20-amp, 120-volt duplex outlets indicated on the Space Allocation and Finish Schedule.

In the Central Warehouse portion of the Premises, Landlord must supply and install an electrical sub-panel and hard-wire connections to the five User Agency's battery chargers for the User Agency's electric forklifts.

In the Warehouse of the South Shore Office, Landlord must supply and install an electrical sub-panel and hard-wire connections to the User Agency's battery charger for the User Agency's electric forklift.

On an exterior wall of the warehouses, in proximity to each Drive-to-Door, Landlord must provide and install one 20-amps, 120-volt duplex outlet, on a dedicated circuit.

2.8.9. **Electrical Service for User-Agency's Trash Compactors:** Landlord must provide and install three 60-amp connections, each with exterior and interior shut offs, next to the three access doors to the trash compactors outside the Central Warehouse.

2.8.10. **Electrical Charging Station for Electric Vehicles:** Landlord must supply and install a minimum of two 240-volt, level 2 EVSE charging stations for use by Lottery staff for Lottery electric vehicles in the parking lot serving the Premises.

2.8.11. **Installation of Empty Conduits and Raceways for the User-Agency's Security and Alarm Systems:** Landlord must provide and install all empty conduits and raceways necessary for the installation of security systems such as intrusion alarm, CCTV, and equipment alarm by the User Agency.

2.8.12. **Lighting and Switches:**

2.8.12.1. **Lighting in Offices, Staff Areas, and Associated Support Areas:** All fixtures must be compatible with the ceiling system and must be

installed flush with the normal ceiling surface. Lighting fixtures must be spaced to maintain a uniform lighting level of 50-foot candles at desk-top height above desks, in individual offices and modular workstations in the open areas. The lighting level in circulation areas, storage rooms, conference rooms, and specialty rooms may be lower and follow the guidelines of the Illuminating Engineering Society of North America (IESNA).

All fixtures must be UL-listed recessed 2' x 2' or 2' x 4' energy-efficient LED fixtures with direct/indirect acrylic lenses.

Light fixtures in all conference rooms must be dimmable.

2.8.12.2. **Lighting in the Distribution Center and in the Warehouse portions of the Premises:** Landlord must provide and install LED high-bay strip lighting fixtures to provide uniform lighting throughout the area. However, Landlord must provide enhanced lighting and greater illumination in the portion of the Distribution Center that houses the fulfillment line.

2.8.12.3. **Lighting at Each Loading Dock Position:** Landlord must provide and install a flexible flood-light at each loading dock position. The User Agency must confirm the exact location of the flood-lights during the design phase.

Landlord must 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 must have three-way or four-way switching. All switches must be located adjacent to the entrance door(s) of each space. All lighting switches must be equipped with occupancy-sensor devices and must be linked to an energy-management system (EMS). In all Entry Areas, Landlord must provide and install locked panels to prevent tampering.

2.8.13. **Voice Cabling:** Landlord must provide and install a complete voice cabling system for the leased space that conforms to the Massachusetts Office of Information Technology (MassIT) Cabling Standards and Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with copper riser cable for voice, and one plenum-rated inner duct with pull string from the Building Demarc to the Tenant's MDF, and sleeved cores. A printable version of MassIT's Cabling Standards and Guidelines may be downloaded from <<http://mass.gov/massit/cablingstandards>>. Landlord must provide and install adequate wall-mounted plywood backboard, and 110 punch-down blocks or rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each telephone jack/extension from the modular patch panel in the Main Distribution Frame (MDF) to the extension location, including all individual jack locations in the modular systems furniture. Pre-cabling must consist of one plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cable connecting to dual faced modular RJ-11 or RJ-45 jacks, or as required by the

voice-station equipment, at the extension. The exact jack type must conform to MassIT's Cabling Standards and Guidelines.

Station cable to the Intermediate Distribution Frame(s) (IDF) must terminate into a 110-type punch-down block. Cables must be cut down in numerical order. Cables must include six feet of extra length, looped in the room to allow for future adjustment of blocks. All station cabling must conform to MassIT's Cabling Standards and Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install telephone communications outlets as follows: two in each conference room, or any other room or office of 100 square feet or less; three in all rooms or offices greater than 100 square feet, or more in certain rooms as noted in the Space Allocation and Finish Schedule; one per workstation and one per 150 square feet of open office area. Locations to be confirmed by the User Agency during the design phase.

Landlord must provide, at Landlord's expense, a qualified communications installer certified in the installation of low voltage cabling authorized by the User Agency to cable for telephone.

Landlord must provide a secure storage area in the Building for telephone equipment at no cost to the User Agency one month before the initial scheduled date of occupancy of the proposed space. The User Agency must be permitted access to the proposed Premises before the date of occupancy without charge to install the voice/data system and other fixtures as required.

Landlord must allow the telephone service provider access into the Building before occupancy to enable the installation of trunk lines and interface equipment. The trunk lines must terminate within the space occupied by the User Agency, in the MDF.

- 2.8.14. **Data Cabling:** Landlord must provide and install a complete data cabling system for the leased space that conforms to the Massachusetts Office of Information Technology (MassIT) Cabling Standards and Guidelines, including all horizontal station cabling, communications outlets, modular connectors, permanent connectors and vertical distribution systems (or riser backbones) with fiber riser cables for data, and access conduits and sleeved cores. A printable version of MassIT's Cabling Standards and Guidelines may be downloaded from <<http://mass.gov/massit/cablingstandards>>. Landlord must provide and install adequate plywood backboard, and rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each data jack/extension from the rack-mounted modular RJ-45 patch panel in the MDF to the jack location, including all individual jack locations in the modular systems furniture. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual faced modular RJ-45 jacks, or as required by the data equipment, at the extension. The exact jack type must conform to MassIT's Cabling Standards and Guidelines. Installation must not exceed a 100-meter insertion loss.

Landlord must supply patch panels and equipment cabling as required by the User Agency during the design phase. All data cabling must conform to MassIT's Cabling Standards and Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install data outlets as follows: two in each conference room, or any other room or office of 100 square feet or less; three in all rooms or offices greater than 100 square feet, or more in certain rooms as noted in the Space Allocation and Finish Schedule; one per workstation and one per 150 square feet of open office area. Locations to be confirmed by the User Agency during the design phase. In addition, in all ceilings throughout the premises, Landlord must provide and install one plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cable at a ratio of one for every 500 square feet of space for installation by Tenant of Tenant's wireless system.

Landlord must provide, at Landlord's expense, a qualified data cabling installer certified in the installation of low voltage cabling authorized by the User Agency to cable for data.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air-conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. All data cabling must be at least one foot away from power unless it is run in separate conduit or cable trays.

All twisted pair cable must be tested by the installer for opens, shorts, crossed pair, properly terminated connections and the ability to meet Category 6. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification.

Station locations must be marked on connection blocks at all IDF and MDF. The first pin for each station cable must be identified.

Cable Documentation: The cable installer must provide clean and legible "as-built" cable drawings and records as part of the system installation. These drawings must, at a minimum, show the location of the MDF and the location and type of all IDFs, all distributing cable runs, and all outlets. Cable record must, at a minimum, include station number, horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

- 2.8.15. **Main Distribution Frame (MDF):** Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the User Agency's voice, data, and security system equipment in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF. For the purposes of this IFP, Landlord should assume a need for ten duplex receptacles each on a dedicated 20-

amp circuit and ten L6-30R NEMA receptacles each on a dedicated 30-amp circuit mounted to the side of the cable trays.

In addition to general lighting, Landlord must install two emergency power failure lights, and six convenience outlets.

Landlord must equip the MDF with the following:

- hand-held fire extinguishers at locations and in the amount indicated by codes;
- a protective cage on each sprinkler head;
- a smoke-detection system linked to the Building fire alarm system and to Tenant's Security Office;
- a water-detection system linked to the Building property management office and to Tenant's Security Office;
- an ambient-temperature and humidity monitoring system linked to the Building property management office and to Tenant's Security Office;
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 70 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF and must design an air-conditioning system sufficient for the equipment, plus a 30% load increase;
- approximately 12'-0" x 8'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboard;
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room);
- a minimum of four 19" two-post server racks for installation of the User Agency's equipment;
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code

The MDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the MDF.

- 2.8.16. **Intermediate Distribution Frame (IDF):** In addition to the MDF Room, Landlord must build-out an IDF that complies with the Massachusetts Office of Information Technology (MassIT) Cabling Standards and Guidelines. Landlord must provide and install dedicated power to the IDF and any electrical adapters or receptacles required to operate the User Agency's voice and data equipment. For the purposes of this IFP, Landlord must assume a need for three duplex receptacles each on a dedicated 20-amp circuit and three L6-30R NEMA receptacles each on a dedicated 30-amp in each IDF.

Landlord must install one emergency power failure light in each IDF.

Landlord must equip the IDF with the following:

- a protective cage on each sprinkler head;
- a smoke-detection system linked to the Building fire alarm system and to Tenant's Security Office;
- a water-detection system linked to the Building property management office and to Tenant's Security Office;
- an ambient-temperature monitoring system linked to the Building property management office and to Tenant's Security Office;
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load: ambient temperature of not more than 70 degrees Fahrenheit
- approximately 4'-0" x 4'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboard;
- a 12"-wide ceiling-mounted cable-tray system (assume half the perimeter of the room);
- a minimum of two 19" two-post server racks for installation of the User Agency's equipment
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code

The IDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the in IDFs.

2.8.17. **Security Systems:** All security systems within the Premises will be provided by the User Agency and will consist of the followings:

- An Intrusion Alarm System serving the Premises;
- A Card Access Control System to control and restrict entry;
- A Closed Circuit Television System;
- An Intercom-based Electronic Door Release System;

Landlord must provide and install, as applicable, the following infrastructure items for installation of these systems by the User Agency: all wall boxes, floor boxes, conduits, pull strings, sleeves, floor cores, riser cable access, and preparation of doors and door frames, for installation by the User Agency's vendor of the security systems components listed above.

2.9. **Architectural Woodwork:** All work under this section must comply with accessibility regulations for counter height, knee space and width. Landlord must follow AWI custom grade standards for quality of construction and materials; scribe all work to fit; and provide all hardware (i.e., hinges, pull catches, standards and brackets) as required for a complete facility. The finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. High-pressure, general purpose-type laminate, class 1 must be used throughout. Horizontal surfaces must be .028" thick, color to be selected by the User Agency. All boards having an exposed surface of plastic laminate must have a .050" thick

plastic laminate backing type M or type S applied to the opposite side of the backing material. Landlord must provide and install backsplashes scribed to fit at all installations. All underlying stock for casework must be water-resistant, particle board.

All architectural woodwork must meet all accessibility requirements.

2.9.1. **Counter in the Charitable Gaming Vestibule:** Landlord must provide and install a six-foot long, 2-foot wide plastic laminate counter with a 4" backsplash, constructed so that it will support a load of 25 pounds per linear foot.

2.9.2. **Counter and Cabinetry in the Staff Support Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base and overhead cabinets with surface-mounted doors and accessible hardware in the Staff Support Room identified on the Space Allocation and Finish Schedule.

2.9.3. **Counter and Cabinetry in the Wellness Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 4' long with a 4" high continuous backsplash and a base cabinet with surface-mounted doors and accessible hardware in the Wellness Room identified on the Space Allocation and Finish Schedule.

2.9.4. **Chair Rail:** Landlord must provide and install a 1" x 4" milled chair rail finished with either one coat sealer/two coats semi-gloss enamel paint, or two coats polyurethane, with or without stain, in all conference rooms, and in all waiting rooms.

2.10. **Floor Load Requirements in Certain Areas:**

The floor of the Work Room of the Asset Control & Ticket Return business unit must have a minimum floor load capacity of 125 pounds per square foot to accommodate up to eight 4'-wide fireproof storage cabinets weighing approximately 600 pounds each.

The floor of the Secure Storage Room in the Asset Control and Ticket Return business unit must have a minimum floor load capacity of 125 pounds per square foot to accommodate a 28" x 28" x 60" high safe.

The floor of the Central Warehouse must have a minimum floor load capacity of 250 pounds per square foot and must be capable of sustaining a 5,000 pound forklift and pallets sized 40" x 48", each weighing approximately 2,000 pounds, stacked four high on racking. The point load capacity must be a minimum of 6,000 pounds to allow pallet stacking (four-high) and forklift operation.

The floor of the Warehouse of the South Shore Regional Operations must have a minimum floor load capacity of 250 pounds per square foot and must be capable of sustaining a 5,000 pound forklift and pallets sized 40" x 48", each weighing approximately 2,000 pounds, stacked two high on racking. The point load capacity must be a minimum of 6,000 pounds to allow pallet stacking (two-high) and forklift operation.

The floor of the Ticket Settlement Room of the South Shore Office must have a minimum floor load capacity of 125 pounds per square foot and must be capable of accommodating

ten five-drawer file cabinets weighing 300 pounds each and two 4'-wide fireproof storage cabinets weighing approximately 600 pounds each.

The floor of the Secured Storage for Charitable Gaming must have a minimum floor load capacity of 125 pounds per square foot.

Before occupancy, Landlord must furnish a registered engineer's certification that the floor load capacities within the premises will satisfy the requirements of the IFP. Any deficiencies must be corrected by Landlord at Landlord's sole expense.

2.11. Exterior Concrete Pads for Dumpsters:

Landlord must supply and install three concrete pads for the User-Agency-provided dumpsters in front of an exterior wall of the Central Warehouse and Distribution Center. One pad must measure 10' x 11', the other two must measure 10' x 20'.

Landlord must supply and install one concrete pad for the User-Agency-provided dumpster in front of an exterior wall of the Warehouse for the South Shore Regional Operations. The pad must measure 10' x 20'.

2.12. Space Allocation and Finish Schedule (SAFS)

C. ATTACHMENTS TO THIS INVITATION FOR PROPOSALS:

1. LEASE PROPOSAL FORM AND INSTRUCTIONS
2. COMMONWEALTH OFFICE LEASE
3. COMMONWEALTH TENANT ESTOPPEL CERTIFICATE
4. COMMONWEALTH SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

MASSACHUSETTS STATE LOTTERY COMMISSION
CENTRAL WAREHOUSE & DISTRIBUTION CENTER
AND
SOUTH SHORE REGIONAL OPERATIONS
in
Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood,
Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

B-2.: SPACE ALLOCATION AND FINISH SCHEDULE

A TOTAL OF APPROXIMATELY 50,800 USABLE SQUARE FEET

B-2. SPACE ALLOCATION AND FINISH SCHEDULE

DCAMM Project Number 201802300.1

Massachusetts State Lottery Commission
**Central Warehouse & Distribution Center
and
South Shore Regional Operations**

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

SUMMARY OF SPACE ALLOCATION

CENTRAL WAREHOUSE AND DISTRIBUTION CENTER:

	Staff Count	Usable Area
Central Warehouse & Distribution Center:	27	30,000
Technical Support Division:	12	3,918
Copy Center & Central Mail Room:	4	1,062
Asset Control & Ticket Return:	7	1,762

SOUTH SHORE REGIONAL OPERATIONS AND WAREHOUSE:

Office & Staff Areas:	37	5,226
Warehouse:	0	6,500

DROP-IN OFFICE SPACE AND SUPPORT AREAS:

Office Space:	4	1,214
Shared Support Areas for Central Warehouse and Distribution Center and for South Shore Regional Operations:	0	1,144

TOTAL: **91** **50,826**

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE		TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF				
STAFF AREAS									
DISTRIBUTION CENTER SUPERVISION:									
Manager of Central Warehouse	1	100	100			100	Full	RTF	Lock, Sidelight
Manager of Canton Warehouse	1	100	100			100	Full	RTF	Lock, Sidelight
Distribution Coordinator	1	42	42			42	UA-Wkstn	RTF	
Supervisors	2	42	84			84	UA-Wkstn	RTF	
Production Workers	22 in Warehouse & at Fulfillment Line								
Subtotal Staff Areas	27		326			326			
STAFF SUPPORT AREAS:									
Work Area with office equipment				1	150	150	Open	RTF	
Copy Station				1	24	24	Open	RTF	
Storage Room				2	200	400	Full	RTF	Metal Door with vision panel, card access,
Subtotal Staff Support Areas:					374	574			
DISTRIBUTION CENTER									
Warehouse & Distribution Center				1	29,000	29,000	Open	CONC	Four loading dock positions each with a motorized overhead door, electric dock leveler, dock seal, one drive-in door, three trap doors for direct access to the 3 UA-provided dumpsters, two exterior doors with card access. Twenty 20-Amps duplex outlets (no more than two outlets per circuit), four drops for UA timeclocks, two compressed air outlets, one utility sink with hot and cold water, one hose bib with floor drain, ceiling fans and dust filtration system in the warehouse portion, HVAC system above the fulfillment line for employee comfort, enhanced lighting above the fulfillment line, one PDU or electrical sub-panels of sufficient capacity to power the UA's fulfillment line, electrical sub-panels for five battery charging stations for UA forklifts; three 60-amps service - one at each trap door for UA dumpsters, each with an exterior and interior shut off. A total of 15 V/D/P outlets. Metal shelving and racking system by UA.
Fulfillment Line	included in Warehouse above								Fulfillment line by UA, electrical connections by Landlord
Equipment Storage	included in Warehouse above								
Lockers for Production Workers				1	100	100	Open	CONC	Area for 30 lockers to be provided by UA
Subtotal Distribution Center:					29,100	29,100			
OUTDOOR AREAS:									
Concrete pad for dumpster (Security)				1	110	110	Outside	CONC	10' x 11' concrete pad for UA-provided dumpster
Concrete pad for dumpster (Garbage)				1	200	200	Outside	CONC	10' x 20' concrete pad for UA provided dumpster
Concrete pad for dumpster (Cardboard)				1	200	200	Outside	CONC	10' x 20' concrete pad for UA provided dumpster
Subtotal Outdoor Areas:					N.A.	N.A.			N.A.
Subtotal	27					30,000			
Circulation						0			
TOTAL USABLE AREA						30,000			

Central Warehouse & Distribution Center

List of Abbreviations

- SF Usable Square Feet
- Full Office or room with full height partitions and door
- UA-Wkstn Open area with user agency-installed systems furniture
- Open Open area with no partitions
- CPT Carpet
- RTF Resilient Tile Flooring
- V/D/P Combination Voice, Data, Power Outlet
- AV Audio-Visual
- CONC Concrete
- UA User Agency

Note: Card Access System by UA but locksets and preparation of doors by Landlord

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL				
STAFF AREAS										
Manager	1	100	100				100	Full	CPT	Lock, Sidelight
Supervisor	1	63	63				63	UA-Wkstn	CPT	
Shipper/Receiver	1	42	42				42	UA-Wkstn	CPT	
Senior Electronic Technician				1			0			1 in Workbench Area below
Electronic Technicians				8			0			8 in Workbench Area below
Subtotal Staff Areas	12		205				205			
STAFF SUPPORT AREAS:										
Workbench Area				1	2000	2,000	2,000	Open	RTF	Large open room equipped with twelve Tenant-provided 2'-6" x 6'-0 individual workbenches on casters for repair work on ISYS terminals. Each workbench must be equipped with one ceiling-mounted electrical reel with a quadplex outlet on an independent circuit provided by Landlord. In addition, each workbench must be equipped with a ceiling-mounted compressed air hose bib and with a ceiling-mounted elephant-trunk vacuum arm. Landlord must provide one utility sink with hot and cold water. Tenant will provide metal shelving and rolling equipment. Landlord must provide a minimum of 15 V/D/P outlets within the space. An unfinished ceiling is acceptable. 6' wide entryways with double doors. Card Access.
Storage Area for Parts				1	600	600	600	Open	RTF	Rows of Metal Shelving by User Agency, special floor load requirement. 6' wide entryway with metal double doors and vision panels.
Staging Area - Receiving				1	150	150	150	Open	CONC	Rows of Metal Shelving by User Agency
Storage Area - Shipping				1	150	150	150	Open	CONC	Rows of Metal Shelving by User Agency
Compressor Room				1	80	80	80	Full	CONC	Metal door, STC 55 for all walls, 24*7 fan for venting or cooling to avoid excessive heat build up. Compressor by UA but electrical connections by Landlord.
Room for User Agency's Dust Collection System				1	80	80	80	Full	CONC	Metal door, STC 55 for all walls. Vacuum system by UA but electrical connections and main duct by Landlord.
Other Storage Area				included in the Warehouse/Distribution Center						
Subtotal Staff Support Areas:					3,060	3,060	3,060			
MEETING AREAS										
Subtotal Meeting Areas					0	0	0			
Subtotal Circulation	12						3,265			
TOTAL USABLE AREA							3,918			

Technical Support Division

- List of Abbreviations**
- SF Usable Square Feet
 - Full Office or room with full height partitions and door
 - UA-Wkstn Open area with user agency-installed systems furniture
 - Open Open area with no partitions
 - CPT Carpet
 - RTF Resilient Tile Flooring
 - V/D/P Combination Voice, Data, Power Outlet
 - AV Audio-Visual
 - CONC Concrete
 - UA User Agency

Note: Card Access System by UA but locksets and preparation of doors by Landlord

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL				
STAFF AREAS										
Senior Professional	1	63	63				63	UA-Wkstn	RTF	
Professional	3	42	126				126	UA-Wkstn	RTF	
Subtotal Staff Areas	4		189				189			
STAFF SUPPORT AREAS:										
Copy Room				1	380	380	380	Open	RTF	Large room with 6' wide entryway with metal doors to accommodate at least two extra large copiers, one 4' wide x 19' long, the other 3' wide x 8' long. Landlord must consider the BTU output of Tenant's equipment in that room in order to appropriately design the HVAC system. Other Tenant equipment in that room includes tables and shelving. Landlord must provide and install a minimum of 6 V/D/P outlets in the room plus all dedicated power connections needed to power Tenant's equipment.
Mail Room				1	150	150	150	Open	RTF	Large room adjacent to the Copy Room or combined with the Copy Room with 6' wide entryway with metal doors to accommodate at least two large Pitney Bowes machines, one 3' wide x 8' long, the other 3' wide x 12' long. Landlord must consider the BTU output of Tenant's equipment in that room in order to appropriately design the HVAC system. Other Tenant equipment in that room includes tables, shelving and space for carts. Landlord must provide and install a minimum of 6 V/D/P outlets plus all dedicated power connections needed for Tenant's equipment.
Shredding Bin				4	4	16	16	Open	RTF	
Storage				1	150	150	150	Full	RTF	Lock, Metal door with Vision Panel
Storage - Supplies/Inventory				included in the Warehouse/Distribution Center						Shelving by Tenant
Subtotal Staff Support Areas:					684	696	696			
MEETING AREAS										
Subtotal Meeting Areas					0	0	0			
Subtotal Circulation	4						885	List of Abbreviations		
TOTAL USABLE AREA						20%	177	SF	Usable Square Feet	
							1,062	Full	Office or room with full height partitions and door	
								UA-Wkstn	Open area with user agency-installed systems furniture	
								Open	Open area with no partitions	
								CPT	Carpet	
								RTF	Resilient Tile Flooring	
								V/D/P	Combination Voice, Data, Power Outlet	
								AV	Audio-Visual	
								CONC	Concrete	
								UA	User Agency	

Copy Center & Central Mail Room

Note: Card Access System by UA but locksets and preparation of doors by Landlord

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL				
STAFF AREAS										
ASSET CONTROL										
Manager	1	100	100				100	Full	CPT	Lock, sidelight
Asset Control Specialist	2	42	84				84	UA-Wkstn	CPT	
TICKET RETURN										
Supervisor	1	63	63				63	UA-Wkstn	CPT	
Ticket Return Specialist	1	42	42				42	UA-Wkstn	CPT	
Clerk	2	42	84				84	UA-Wkstn	CPT	
Subtotal Staff Areas	7		373				373			
STAFF SUPPORT AREAS:										
Work Room				1	500	500	500	Full	RTF	Double doors with vision panel, card access, Floor Load, reinforced partitions and ceiling
Secure Storage Room				2	150	300	300	Full	RTF	
Shelving				10	3	30	30	Open	RTF	
Storage Cabinet				10	9	90	90	Open	RTF	
Copy Station				1	25	25	25	Open	RTF	
Fax/Printer Area				1	25	25	25	Open	RTF	
Shredding Bins				4	3	12	12	Open	RTF	
Subtotal Staff Support Areas:					715	982	982			
MEETING AREAS										
Subtotal Meeting Areas					0	0	0			
Subtotal	7						1,355			
Circulation							407			
TOTAL USABLE AREA							1,762			

Asset Control & Ticket Return

List of Abbreviations

- SF Usable Square Feet
- Full Office or room with full height partitions and door
- UA-Wkstn Open area with user agency-installed systems furniture
- Open Open area with no partitions
- CPT Carpet
- RTF Resilient Tile Flooring
- V/D/P Combination Voice, Data, Power Outlet
- AV Audio-Visual
- CONC Concrete
- UA User Agency

Note: Card Access System by UA but locksets and preparation of doors by

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE		SUPPORT SPACE		TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	UNITS	SF				
STAFF AREAS								
REGIONAL OPERATIONS:								
Assistant Director	1	150			150	Full	CPT	Lock, sidelight
Senior Manager	1	100			100	Full	CPT	Lock, sidelight
Account Representatives	20	25			500	UA-Wkstn	CPT	
Admin Assistant	1	42			42	UA-Wkstn	CPT	
FIELD SERVICE:								
Regional Manager	1	150			150	Full	CPT	Lock, sidelight
Supervisor	2	100			200	Full	CPT	Lock, sidelight
Dispatcher	1	42			42	UA-Wkstn	CPT	
Field Technicians	9	36			324	UA-Wkstn	CPT	
REGIONAL INVENTORY COORDINATOR								
Coordinator	1	100			100	Full	CPT	Lock, sidelight, card access
Ticket Settlement Room			1	350	350	Full	CPT	Metal door with vision panel, card access, deadbolt, special floor load capacity for UA-provided safe, Reinforced Partitions and Ceiling
Subtotal Staff Areas								
	37	1,608			1,958			
STAFF SUPPORT AREAS:								
Storage Cabinet			15	9	135	Open	CPT	
Copy Station			2	25	50	Open	CPT	
Fax/Printer Area			1	25	25	Open	CPT	
Shredding Bins			3	3	9	Open	CPT	
H ₂ O Point of Use			2	3	6	Open	CPT	
Electronics Laboratory			1	800	800	Full	RTF	Metal door with vision panel, card access, work sink, four 12-foot 30"-wide counters each with four duplex outlets each on a separate circuit. Metal shelving by UA.
Electronics Parts for Laboratory			1	400	400	Full	RTF	Metal door with vision panel, card access. Metal shelving by UA.
Conference Room			1	350	350	Full	CPT	Sidelight, Vision Panel, 1 floor core for V/D/P, 1 ceiling-mounted power outlet for projector, CO2 sensor and associated fan, wood blocking.
Subtotal Equipment in Open Areas								
					1,775			
Subtotal								
	37	1,608			1,775			
Circulation								
					40%			
TOTAL USABLE AREA								
					5,226			

- List of Abbreviations**
- SF Usable Square Feet
 - Full Office or room with full height partitions and door
 - UA-Wkstn Open area with user agency-installed systems furniture
 - Open Open area with no partitions
 - CPT Carpet
 - RTF Resilient Tile Flooring
 - V/D/P Combination Voice, Data, Power Outlet
 - AV Audio-Visual
 - CONC Concrete
 - UA User Agency

Note: Card Access System by UA but locksets and preparation of doors by Landlord

South Shore Regional Operations Office & Staff Areas

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE		SUPPORT SPACE		TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	UNITS	SF				
Warehouse			1	6,000	6,000	Full	CONC	Floor Load Capacity of 250 lbs./sq.ft.; 1 loading dock with overhead door, 1 drive-to door, 1 walk-up door with vision panel + lock and doorbell, up to 15 duplex outlets each on a separate circuit, 1 sub-panel with hardwire connections to UA's two battery chargers for UA's forklift, two exterior duplex outlets, ceiling fans and air filtration units. All metal racking by UA.
Secure Storage for Charitable Gaming			1	400	400	Full	CONC	Storage area enclosed by chain-link fencing at least 9'-0" high, Double-wide metal door with sidelight and card access.
Vestibule for Charitable Gaming Pick-Ups			1	100	100	Full	CONC	Vestibule with direct access from outside and card-access door into warehouse, 3'x3' observation window, six-foot, 2-foot wide counter, 1 V/D/P outlet
Subtotal Support Areas					6,500			
Subtotal Circulation					6,500			
TOTAL USABLE AREA					6,500			

List of Abbreviations

- 0 SF Usable Square Feet
- Full Office or room with full height partitions and door
- UA-Wkstn Open area with user agency-installed systems furniture
- Open Open area with no partitions
- CPT Carpet
- RTF Resilient Tile Flooring
- V/D/P Combination Voice, Data, Power Outlet
- AV Audio-Visual
- CONC Concrete
- UA User Agency

Note: Card Access System by UA but locksets and preparation of doors by Landlord

South Shore Regional Operations Warehouse

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Operations

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 021

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE			SUPPORT SPACE			TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	SUBTOTAL	UNITS	SF	SUBTOTAL				
STAFF AREAS										
Senior Manager	1	150	150				150	Full	CPT	Lock, Sidelight
Manager	1	100	100				100	Full	CPT	Lock, Sidelight
Professional	2	42	84				84	UA-Wkstn	CPT	
H Subtotal Staff Areas	4		334				334			
STAFF SUPPORT AREAS:										
Storage Room for Supplies				1	250	250	250	Full	RTF	Metal door, Vision Panel, card access
Conference Room				1	350	350	350	Full	CPT	Sidelight, Vision Panel, 1 floor core for V/D/P, 1 ceiling-mounted power outlet for projector, CO2 sensor and associated fan, wood blocking.
Subtotal Staff Support Areas	0		0				600			
MEETING AREAS										
Subtotal Meeting Areas							0			
Subtotal	4		334			0	934			
Circulation							280	SF		Usable Square Feet
TOTAL USABLE AREA							1,214	Full		Office or room with full height partitions and door

List of Abbreviations

- SF Usable Square Feet
- Full Office or room with full height partitions and door
- UA-Wkstn Open area with user agency-installed systems furniture
- Open Open area with no partitions
- CPT Carpet
- RTF Resilient Tile Flooring
- V/D/P Combination Voice, Data, Power Outlet
- AV Audio-Visual
- CONC Concrete
- UA User Agency

Note: Card Access System by UA but locksets and preparation of doors by Landlord

Drop-in Office Space

B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Massachusetts State Lottery Commission

Central Warehouse & Distribution Center, and South Shore Regional Office

Location: Avon, Braintree, Canton, Dedham, Holbrook, Norwood, Quincy, Randolph, Stoughton, Westwood, Weymouth, or Boston in Zip Code 02136

DCAMM Project Number 201802300.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE		SUPPORT SPACE			TOTAL SF	PARTI-TIONS	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	UNITS	SF	SUBTOTAL				
STAFF AREAS									
Subtotal Staff Areas	0		0			0			
STAFF SUPPORT AREAS:									
Staff Support Room			1	350	350	350	Full	RTF	Sidelight, 8' counter with base and upper cabinets, sink,
Main Distribution Frame (MDF)			1	150	150	150	Full	RTF	Vision panel, card access, 24*7 dedicated air-conditioning
Intermediate Distribution Frame			1	80	80	80	Full	RTF	Vision panel, card access, 24*7 dedicated air-conditioning
Wellness Room			1	100	100	100	Full	RTF	Door, no vision panel, 4' counter with base cabinet and sink, dead-bolt with in-use indicator.
Janitorial Services Closet			2	100	200	200	Full	RTF	One of these two rooms must be equipped with a utility sink and with a 3/4" cold water feed with back-flow preventer and floor drain for the UA's reverse osmosis system
Subtotal Equipment in Open Areas					880	880			
Subtotal Circulation	0				880	880			
TOTAL USABLE AREA						1,144			

List of Abbreviations

SF	Usable Square Feet
Full	Office or room with full height partitions and door
UA-Wkstn	Open area with user agency-installed systems furniture
Open	Open area with no partitions
CPT	Carpet
RTF	Resilient Tile Flooring
V/D/P	Combination Voice, Data, Power Outlet
AV	Audio-Visual
CONC	Concrete
UA	User Agency

Note: Card Access System by UA but locksets and preparation of doors by Landlord

Shared Support Areas for Central Warehouse and Distribution Center and South Shore Regional Office

C. ATTACHMENTS

C. ATTACHMENTS

1. LEASE PROPOSAL AND INSTRUCTIONS

INSTRUCTIONS FOR PREPARATION, LABELING AND SUBMISSION OF LEASE PROPOSALS

A. Preparation of Proposals

Proposals must be submitted on the Division of Capital Asset Management and Maintenance (DCAMM) Lease Proposal form included with this IFP. A proposal consists of the Lease Proposal form and required attachments stated in the Lease Proposal form or the IFP.

Please note, a Microsoft Word format of the Lease Proposal is available for downloading at <http://www.commbuys.com>. Click on **Contract & Bid Search**. Click the circular button to the left of **Bids**. Ignore Bid #, find **Bid Description** and enter the RFP or IFP Project Number in the white text box to the right. Click the **Find It** button. Under **Results**, click the link listed under the first column (Bid #). The **Bid Solicitation** details will be shown. Find the **File Attachments** row and click on the "Lease Proposal and Instructions" document to save or open it. It can be filled out electronically and printed for submission consistent with the instructions below for labeling and submission of proposals. When filling out the Lease Proposal electronically, use the tab key or mouse to move from field to field and the mouse to check or uncheck a box.

B. Submission of Proposals

Proposals may be submitted by mail, messenger, electronic mail (e-mail) or by facsimile, to the following address:

Attn: Martha Goldsmith, Director
Division of Capital Asset Management and Maintenance
Office of Leasing and State Office Planning
One Ashburton Place
14th Floor – Room 1411
Boston, Massachusetts 02108
E-mail address: leasingforms.dcammm@mass.gov
Fax number: 617-727-5482

Proposals received via e-mail or fax are subject to the delivery of a hard-copy proposal with an original signature from the Proposer. Proposals submitted by e-mail should include "Massachusetts State Lottery Commission IFP, Project # 201802300.1" in the subject line.

C. Submission of Multiple Proposals

Proposers may submit separate proposals for premises in different buildings or for different premises within the same building. Proposers may also submit alternative proposals for the same premises.

D. Withdrawal of Proposals

Proposers may withdraw their proposals only by written notice to DCAMM at the above address.

**THIS OFFICIAL FORM MAY NOT BE ALTERED. ANY CHANGES OR ALTERATIONS
MADE TO THIS FORM MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

LEASE PROPOSAL

User Agency: **Massachusetts State Lottery Commission**

Project No: **201802300.1**

To: Director, Office of Leasing and State Office Planning
Division of Capital Asset Management and Maintenance
One Ashburton Place, 14th Floor – Room 1411
Boston, Massachusetts 02108

The undersigned has read the Invitation for Proposals (IFP), including the Commonwealth of Massachusetts Office Lease (the Lease) in § C. Attachments, and the specifications in § B. General Specifications. The undersigned acknowledges that the proposed property must comply with all IFP specifications before occupancy by the User Agency unless unambiguously stated otherwise in this Proposal, the undersigned is an eligible proposer as defined in the IFP and there are no known obstacles to prevent the owner from executing a lease or that could invalidate such lease. The undersigned confirms that the owner of the proposed property will 1) enter into a lease substantially in the form of the Lease, 2) provide a statement under oath listing the names and addresses of all persons having a direct or indirect beneficial interest in the property, as required by G. L. chapter 7C, § 38, 3) provide a certification that all state taxes and employment-security contributions have been paid by the owner in accordance with G. L. chapter 62C, § 49A and chapter 151A, § 19A (b), and 4) execute under oath a Certificate of Compliance with Executive Order No. 481. The official forms for items 2), 3), and 4) immediately follow the Lease that is referenced in item 1). The undersigned acknowledges that DCAMM may reject all proposals, or waive portions of the IFP for all proposals if DCAMM deems such rejection, waiver, or both to be in the Commonwealth's best interests. The undersigned proposes to lease property to the Commonwealth of Massachusetts as follows:

1. Proposal Summary

1.1 Location and Search Area:

Address of Proposed Building:

Floor Number:

City State Zip:

Confirm that the proposed Building is located within the search area defined in the IFP: Yes No

1.2 Usable Area

Proposed Usable Area: USF (see IFP § A-3.5 for definition of "Usable Area")

1.3 Commonwealth Lease and Term

Proposed Term of Lease: Years (see IFP § A-2.3)

Confirm that the proposed landlord has reviewed the Lease and agrees to enter into a lease substantially in the form of the Lease attached to the IFP without material modification: Yes No

Please attach a separate sheet identifying all proposed revisions.

1.4 Proposer

Name of Proposer:

Contact:

Company Name:

Address:

City State Zip:

Office Phone:

Cell Phone:

Fax:

Email:

Proposer is submitting this proposal as (see IFP § A-3.3 for definition of "Eligible Proposer"):

Record Owner Broker or Agent Prospective Purchaser Tenant whose lease permits subleasing

Proposer represents and warrants that 1) the information and statements in this Proposal are complete and accurate to the best of the Proposer's ability to make them so, and 2) the Proposer has not communicated with any representative of the Commonwealth of Massachusetts regarding preparation of this Proposal other than the DCAMM Project Manager.

Proposer's Signature: _____ **Date:** _____

1.5 Property Owner

Name:

Name of Principal(s):

Address:

City State Zip:

Office Phone:

Cell Phone:

Email:

2. Cost

Include all cost and rent information for the proposal on this page, including offers of free Rent and alternative reduced Rent schedules.

DCAMM encourages submission of gross flat-rent proposals that include the cost of all Landlord's Improvements and Landlord's Services.

Complete the table below by filling in the components of the proposed Annual Rent for each year of the lease term. Enter total dollars per year; DCAMM will confirm the usable area of the proposed premises (Premises) and will calculate the proposed rental rate per usable square foot.

The far-left column identifies components of Annual Rent. If a component is excluded from the proposed Annual Rent, write "EXCL" in the appropriate boxes in that row. If a component is included within another component, write "INCL" in the appropriate boxes in that row. Confirm that amounts are entered in the appropriate box so that the Total Annual Rent before Rent Amount for Systems Furniture for each year equals the sum of the amounts entered. Identify the Rent Amount for Landlord-Provided Systems Furniture.

Identify the "Estimated amount for Landlord's Improvements included in the Annual Rent."

Use the "Comments" section to provide information about excluded costs, the cost of Landlord's Improvements, and any other costs that may require explanation.

Annual Rent (\$/yr)	Year 1	Year 2	Year 3	Year 4	Year 5
Base Amount for Rent:					
Amount for Lights and Plugs:					
Amount for Reserved Parking:					
Amount for Other:					
Amount for Other:					
Amount for Other:					
Total Annual Rent:					

Annual Rent (\$/yr)	Year 6	Year 7	Year 8	Year 9	Year 10
Base Amount for Rent:					
Amount for Lights and Plugs:					
Amount for Reserved Parking:					
Amount for Other:					
Amount for Other:					
Amount for Other:					
Total Annual Rent:					

Estimated amount for Landlord's Improvements (see IFP § B-2) included in the Annual Rent: \$

Comments:

3. Location

3.1 Parking

See IFP § A-2.3 for the number of parking spaces identified, and parking definitions in § A-3.6, & § A-3.7.

Reserved Parking: List the location and number of Reserved Parking Spaces included in this proposal:

<u>Address/Location</u>	<u># Standard</u>	<u># Accessible</u>	<u>Total #</u>
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Other Parking:

Identify other parking spaces, if any, that could be made available to the User Agency, their type, and distance from the proposed Building:

3.2 Access

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

List public transportation serving the Building, identify nearby stops and stations and estimate their distance from the proposed Building:

Identify any existing or proposed shuttle serving the Building, noting its route, hours of service, and schedule:

Is the cost of this shuttle service included in the proposed rent?

Attach a map identifying the location of the proposed Building, parking facilities within one-quarter mile of the Building, public transit stops serving the Building, and major roadways.

3.3 Neighborhood Characteristics

Identify all uses within one-quarter mile of the proposed Building.

- | | | | |
|--------------------------------------|---|--|--|
| <input type="checkbox"/> Office | <input type="checkbox"/> Retail | <input type="checkbox"/> Residential | <input type="checkbox"/> Restaurant/Food |
| <input type="checkbox"/> R&D | <input type="checkbox"/> Warehouse | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Vacant Land | <input type="checkbox"/> Other (specify): | | |

List amenities (banks, restaurants, shops, etc.) within a one-quarter mile walk of the Building:

Describe neighborhood characteristics relating to safety and security:

3.4 Flood Plain

Is the property located in a flood plain?

Yes No

If you answered Yes, identify all conditions and limitations relating to the property and the proposed Premises, and attach the current FEMA flood plain map.

4. Building Conditions: Exterior Envelope, Systems and Common Areas

4.1 Barrier-Free Access

Confirm that the Building does or will comply with the requirements for access for individuals with disabilities.

Yes No

Check **E** for those that are accessible now, and **P** for those that are not but will be made accessible prior to occupancy.

- | | | | | | | | | |
|-----------------------------------|-----------------------------------|-------------------|-----------------------------------|-----------------------------------|----------------------|-----------------------------------|-----------------------------------|-----------------------|
| <input type="checkbox"/> E | <input type="checkbox"/> P | Site | <input type="checkbox"/> E | <input type="checkbox"/> P | Building Entrance(s) | <input type="checkbox"/> E | <input type="checkbox"/> P | Common Area Restrooms |
| <input type="checkbox"/> | <input type="checkbox"/> | Parking | <input type="checkbox"/> | <input type="checkbox"/> | Common Area Hallways | <input type="checkbox"/> | <input type="checkbox"/> | Elevators |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed Premises | | | | | | |

4.2 Hazardous Substance (see § 5.6 of the Lease)

Owner has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. Yes No

If you answered No, identify all conditions about which there is knowledge or notice. DCAMM may request a copy of all reports on such conditions.

Owner represents that each Hazardous Substance, whether presently known or subsequently discovered, has been or will be remediated in accordance with the provisions of § 5.6 of the Lease and all applicable laws and regulations before the Commonwealth takes occupancy of the proposed Premises and the Building. Yes No

4.3 Building Statistics

Building gross sf: Building rentable sf: Building usable sf:
Year of initial construction: Original use:
of Floors Above Grade: Below Grade: Floor Load lb/sf:
of Elevators: Passenger: Freight:

Year and scope of latest renovations; if applicable, year and scope of renovations to convert the Building to its current use:

Building use: Identify all existing uses in the Building and the amount of space for each use:

sf Office sf Retail sf Residential sf Restaurant/Food
sf R&D sf Warehouse sf Manufacturing sf Industrial
sf Vacant sf Other (specify):

Existing Use of proposed Premises:

List the company name and type of use for each current Building tenant:

Describe all planned changes in Building use:

4.4 Building Envelope

Type of Construction: Brick Concrete Steel Wood Other (specify):
Type of Exterior Walls: Brick Concrete Steel Wood Other (specify):

Windows: Type: Year of Installation: Operable: Yes No
Roof: Type: Year of Installation:

Describe all proposed improvements to Building envelope:

4.5 Building Systems

Life Safety Systems

Check **E** for those that exist and meet current code requirements, and **P** for those that do not exist but that will be provided as required by current codes prior to occupancy.

E	P	E	P	E	P
<input type="checkbox"/>					
	Emergency Egress		Smoke Detectors		Audio and Visual Fire Alarm System
<input type="checkbox"/>					
	Sprinkler		Exit Signs		Fire Doors/Walls
<input type="checkbox"/>					
	Exit Route Diagrams		Emergency Lighting		Fire Extinguishers

Describe all proposed improvements to life safety systems:

Electrical System

Type of service:

Date and scope of latest improvements:

Available capacity for the proposed space:

Is the electrical distribution for the proposed Premises separately metered? Yes No

Heating System

Type of system, fuel source, date of installation:

Date and scope of latest improvements:

Available capacity for the proposed space:

Is the system serving the proposed Premises separately metered? Yes No

Air-Conditioning and Ventilation System

Type of system, fuel source, date of installation:

Date and scope of latest improvements:

Available capacity for the proposed space:

Is the supply air distribution system ducted? Yes No

Is the return air system ducted? Yes No

Is the system serving the proposed Premises separately metered? Yes No

Is there an existing energy management system? Yes No

If you answered Yes, describe the system:

Describe all proposed improvements to Building systems:

4.6 Building Common Areas

Identify the existing condition of the following common areas and describe all proposed improvements:

- Lobby/Entrance:
- Stairwells:
- Elevators:
- Hallways:
- Restrooms:

5. Sustainability

Does the proposal support the User Agency’s efforts to reduce its environmental impact as described in Executive Order 484? (Refer to IFP § A-4.1.2) Yes No

If you answered Yes, identify all environmental impact practices using the list below.

	CURRENT		PLANNED	
Energy Star Building:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Energy conservation and efficiency:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Clean energy practices:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Energy procurement:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
LEED Certified Building:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Water conservation:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Waste reduction and recycling:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Environmentally preferable procurement:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Toxics-use reduction:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	
Sustainable transportation:	<input type="checkbox"/> Y <input type="checkbox"/> N		<input type="checkbox"/> Y <input type="checkbox"/> N	

Other:

Y N

Y N

Identify all other practices to reduce environmental impact, and comment on current and planned practices identified above:

6. Building Conditions: Proposed Premises

6.1 Characteristics of the Proposed Premises:

Floor Number(s):		Contiguous block of space:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Column Spacing:	feet on-center by	feet on-center		
Ceiling Height:		feet from the finished floor to underside of slab above		
		feet from finished floor to finished ceiling		
Window Area:		percent of total exterior wall area		
# of Means of Egress:				

Describe the existing conditions:

Date and scope of latest improvements:

Attach plans in CAD for each floor included in the proposed Premises, as further described in § 10.

7. Landlord Information and Landlord Capacity

7.1 Landlord Information

Does Landlord entity have any employees? Yes No

7.2 Landlord's Services

Does the Proposal comply precisely with the Landlord's Services in § B-1 of the IFP? Yes No
If you answered No, identify and describe all proposed modifications.

Does the Proposal include any additional Landlord's Services in support of Executive Order 484 (Refer to IFP § 4.1.2)? Yes No
If you answered Yes, identify and describe these services.

7.3 Landlord's Improvements

Does the Proposal include all work necessary to comply precisely with the Landlord's Improvements in § B-2 of the IFP? Yes No
If you answered No, identify and describe all proposed exceptions.

Does the Proposal include reconfiguration of the proposed Premises to meet the Space Allocation in § B-2 of the IFP? Yes No
If you answered No, describe all proposed modifications to the proposed Premises.

7.4 Availability of Space

Is the proposed space vacant? Yes No
Date when the space will be vacant and construction of Landlord's Improvements can commence:

Identify existing tenants who currently occupy, or have the option to occupy, the proposed space, and the term of any rental agreement:

7.5 Design and Construction

Attach a project timeline, as further described in § 10, that includes the estimated time to 1) prepare the Schematic Space Plan, 2) prepare Working Drawings for Tenant's review and approval, and 3) complete Landlord's Improvements and any required base Building improvements.

If the space proposed is currently occupied by the User Agency, incorporate into the project timeline the plan for completing Landlord's Improvements with minimal disruption to the User Agency's operations. Identify swing-space, if necessary, for accomplishing this plan.

Names of firms and persons (e.g., architect and engineer) expected to prepare Working Drawings:

Name of company (e.g., general contractor) expected to complete Landlord's Improvements:

7.6 Financing

List the financing source(s) you have identified in connection with the lease.

If applicable, attach 1) documentation stating that the provision of adequate financing will not be conditioned on any material modifications to the Lease, or 2) documentation identifying requested modifications to the Lease.

7.7 Property Management

Name of company and person expected to provide property management services. State for how long this person or entity has managed the Building.

8. References

8.1 Current Tenants of Building Owner

List company, address, name of contact person, and telephone number of at least three current tenants of the Building owner, preferably at least one of whom is a current tenant of the proposed Building.

<u>Company</u>	<u>Address</u>	<u>Name</u>	<u>Phone</u>
----------------	----------------	-------------	--------------

DCAMM reserves the right to contact other parties who may be familiar with the Building and/or the landlord.

8.2 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.

<u>Agency</u>	<u>Address</u>	<u>Phone</u>
---------------	----------------	--------------

9. Historic Properties; South Coast Rail Economic Development and Land Use Corridor Plan

Refer to IFP § 4.1.1 when responding to the questions below.

Is the proposed space in a Building listed on the National Register of Historic Places as provided by 16 USC § 470a (1974)?
 Yes No

Is the proposed space in a Building certified as an historic landmark as provided by G. L. c. 9, § § 26 through 27C?
 Yes No

Is the proposed space in a Building designated as an historic landmark by the local historic commission?
 Yes No

If you answered Yes to one or more of these questions, attach evidence of historic building status.

Is the Building within the area of South Coast Rail Economic Development and Land Use Corridor Plan? Yes No
If you answered Yes, explain how the proposal is consistent with implementation of the recommendations of the Corridor Plan.

10. Requested Documents

Attach the applicable documents listed below with the Lease Proposal. Attach additional information that may assist the Commonwealth in evaluating the Proposal.

- 10.1 Verified floor plans to scale (1/8" = 1'0" or greater) in CAD for each floor included in the proposed Premises. These drawings should identify the following:
 - a) The proposed Premises;
 - b) All structural elements and limitations;
 - c) All entrances and exits;
 - d) All existing non-structural partitions, including demising walls;
 - e) All existing windows, with head and sill heights;
 - f) All existing restrooms, and mechanical, electrical, and telephone rooms;
 - g) All existing heating, ventilation, and air-conditioning equipment;
 - h) Calculation of usable area.
- 10.2 If applicable, all proposed revisions to the Lease.
- 10.3 Project timeline, including all milestones from proposal selection to the date the Premises will be available for occupancy. (Refer to § 7.5 above and Lease § 3.2)
- 10.4 Map indicating the location of: 1) the proposed Building, 2) parking facilities within one-quarter mile of the Building, 3) public transit stops serving the Building, and 4) major roadways.
- 10.5 Photograph of the exterior of the Building.
- 10.6 If the proposer is, or represents, a prospective Building purchaser, a copy of the executed purchase and sale agreement or other evidence of control of the property.
- 10.7 If the property is located in a flood plain, attach the current FEMA flood plain map and all other relevant documentation.
- 10.8 If the proposer is seeking financing, documentation that financing is not conditioned on material modifications to the Lease or identification of modifications sought.
- 10.9 If applicable, evidence that the Building is listed on the National Register of Historic Places and/or is certified as a Historic Landmark.
- 10.10 If applicable, evidence that the Building is designated an Energy Star or LEED Certified building.

C. ATTACHMENTS

2. COMMONWEALTH OFFICE LEASE

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

**COMMONWEALTH OF MASSACHUSETTS
OFFICE LEASE**

1. SUBJECT MATTER AND TABLE OF CONTENTS

1.1 Subject Matter

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

DATE OF LEASE:

LANDLORD:

ADDRESS OF LANDLORD:

LANDLORD'S REPRESENTATIVE:

Name: _____

Address: _____

and/or such other persons as Landlord designates from time-to-time

TENANT:

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

ADDRESS OF TENANT:

Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

TENANT'S REPRESENTATIVE:

Name: _____

Address: _____

and/or such other persons as Tenant designates from time-to-time, as set forth in § 4.4

USER AGENCY:

ADDRESS OF USER AGENCY:

USER AGENCY'S REPRESENTATIVE:

Name: _____

Address: _____

and/or such other persons as User Agency designates from time-to-time, as set forth in § 4.4

BUILDING (ADDRESS):

PREMISES:

Floor(s): _____

Room(s)/Suite: _____

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

USABLE AREA OF PREMISES:

Office Space: _____ square feet

Storage Space: _____ square feet

RESERVED PARKING SPACES:

Number: _____

Location: _____

PERMITTED USES:

Subject to the provisions of § 6.1, Tenant must use the Premises for the following purposes:

TERM:

The Term begins on the Date of Occupancy, as defined in § 3.2, at 12:01 a.m., and continues until 11:59 p.m. of the date immediately

preceding the tenth anniversary of the Date of Occupancy.

“Term” includes the Term, unless otherwise expressly stated. “Expiration Date” means the last day of the Term, and includes any effective date of termination of this Lease, unless otherwise indicated.

BUSINESS DAY:

Unless otherwise provided by this Lease, “business day” means any day other than Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

BASE RENT FOR TERM:

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

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

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

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

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

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

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

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

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

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

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RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS

Rider to Lease

Certificate of Compliance with Executive Order No. 481

- Exhibit A: Plan Showing Location of Premises within the Building
- Exhibit A-1: Landlord's Measured Drawing of the Premises
- Exhibit A-2: Site Plan Showing Location of 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: Project Schedule

Landlord's Beneficial-Interest-Disclosure Statement

Certificate of Tax-and-Employment-Security Compliance

2. PREMISES; USABLE AREA

2.1 Premises; Appurtenant Rights

- (a) Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.
- (b) As appurtenant to the Premises, Tenant, in common with other tenants of the Building (and subject to the rules of the Building, as set forth in § 6.4), has the right to use: (i) the common lobbies, 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, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

2.2 Usable Area

- (a) For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.
- (b) Landlord acknowledges that Tenant has relied upon Exhibit A-1 in establishing the Usable Area and that Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in § 1.1. Landlord warrants and represents to Tenant that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in Exhibit A-1 by a factor of 1% or more, then, at the option of Tenant, Landlord and Tenant must modify this Lease to state the actual Usable Area of the Premises and to adjust Rent downward to reflect the actual Usable Area.

3. RENT; DATE OF OCCUPANCY

3.1 Rent Payment

- (a) Tenant agrees to pay, and Landlord agrees to accept, Rent described in § 1.1. Equal monthly installments of Rent are payable on or before the tenth day of the calendar month for which Rent is due. If the Initial Term commences other than on the first day of a calendar month or ends other than on the last day of a calendar month, Rent for such

fractional month is prorated. Notwithstanding the second sentence of this paragraph, if the Initial Term commences other than on the first day of a calendar month, Tenant pays the prorated Rent for such partial calendar month concurrently with the payment of the installment for the first full calendar month of the Initial Term.

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

3.2 Date of Occupancy; Commencement of Rent Obligation

- (a) The obligation of Tenant to pay Rent begins on the Date of Occupancy. The Date of Occupancy is the earlier of (a) the 15th day after the Premises are available for Tenant's occupancy, or (b) the day Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises are deemed available for Tenant's occupancy only when (i) Landlord substantially completes all of the Landlord's Improvements (as defined in § 4.1) in accordance with the provisions of this Lease, with only Punchlist Items (as defined in § 4.3) excepted, (ii) Landlord provides Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the Landlord's Improvements are substantially completed in accordance with the Working Drawings approved by Tenant, (iii) Landlord provides Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, (iv) Landlord provides Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, satisfies the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent, as set forth in Exhibit C and the Working Drawings, (v) Landlord provides Tenant with a copy of each other report, drawing, and record that is identified in Exhibit C and required before occupancy, and (vi) Landlord provides Tenant with the certificates of insurance that are required by § 8.2.
- (b) Notwithstanding that Landlord meets all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.3 unless Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses before the Completion Date. Tenant agrees to execute a letter to Landlord confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

3.3 Tenant's Entry before Term without Charge

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

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

4. IMPROVEMENTS BY LANDLORD

4.1 Landlord's Improvements

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

4.2 Working Drawings

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

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

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

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

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

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

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

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

- HVAC plans identifying the size and location of all equipment, piping, ductwork, supply and return grilles, convectors, and radiators.
 - Finish schedules and legend of materials, abbreviations, and symbols.
 - Fire-protection plans.
 - Plumbing plans.
 - Furniture plans identifying the location of the User Agency's systems furniture with sufficient detail to enable identification of primary and secondary egress corridors.
- (c) The Working Drawings are subject to the prior written approval of Tenant. Within _____ weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord must submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included in the Working Drawings that Landlord submits, and (iii) requesting Tenant's approval of the Working Drawings. Within ten business days after receipt of the Working Drawings, Tenant must either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, Tenant must be deemed to have approved the Working Drawings.
- (d) If Tenant disapproves the Working Drawings, Landlord, within ten business days after notice of disapproval is given, must submit new or corrected Working Drawings to Tenant. Any resubmission is subject to Tenant's review and approval in accordance with the procedure provided in this § 4.2 for an original submission until Tenant fully approves the Working Drawings. Upon Tenant's written full approval of the Working Drawings, the Working Drawings are deemed incorporated into and made a part of this Lease for all purposes.
- (e) At all times, the Working Drawings must conform to good design practice, the requirements of Exhibits B and C, and all other provisions of this Lease. Without limiting the foregoing, Landlord must not make any change in the Working Drawings after Tenant approves the Working Drawings that in any manner reduces the utility, lowers the quality, or affects the appearance of all or any part of the Landlord's Improvements, increases Tenant's cost to use and occupy the Premises, or interferes with Tenant's ability to use and occupy the Premises. Landlord must submit any proposed change in the Working Drawings to Tenant at least three business days before implementing such change. Any material change in the Working Drawings requires Tenant's written approval, which approval is given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease. Landlord requests, and Tenant approves, any proposed change in the Working Drawings in accordance with the procedure provided in this § 4.2 for an original submission.
- (f) Notwithstanding any other provision of this Lease, if Tenant requests any change to the Working Drawings or to the Landlord's Improvements that causes an increase in Rent or requires Tenant to pay any additional sum to Landlord or to Landlord's contractors, Landlord must not make such change, and Tenant has no liability for any cost that Landlord

or any other party incurs in connection with such change, unless and until Landlord and Tenant execute a written modification of this Lease, specifying such change and the additional rent or other payment that Tenant must make.

- (g) It is understood and agreed that Landlord and Landlord's architects and engineers are 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 renders Tenant responsible for the design, engineering, or construction of the Landlord's Improvements, or invests Tenant with any responsibility for defects or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

- (a) Subject to Tenant Delays and any Force Majeure Event (as defined in § 15), Landlord must substantially complete all of the Landlord's Improvements and make the Premises available for Tenant's occupancy within _____ weeks after delivery of a fully executed counterpart of this Lease to Landlord (the Completion Date). If, at any time, it appears that this deadline will not be met, Landlord must notify Tenant immediately, in writing. Such notice must advise Tenant of each reason for delay and of the new projected Completion Date.
- (b) If a Force Majeure Event delays the Completion Date, then the Completion Date, as modified from time to time, must be extended by the actual number of days that a Force Majeure Event delays the Completion Date, but in no event can such extension of the Completion Date for Force Majeure Events exceed 150 days in the aggregate without Tenant's written consent, which Tenant has the right to withhold for any reason or for no reason, in Tenant's sole discretion.
- (c) If the Completion Date is delayed due to a Tenant Delay, then the Completion Date, as extended from time to time, must be extended by the actual number of days that such Tenant Delay delays the Completion Date. For the purposes of this Lease, "Tenant Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission continues for a period of more than two business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date:
 - (i) Tenant's request for special work not included in the Working Drawings that Tenant previously approved or that this Lease otherwise requires; or
 - (ii) Tenant's request for a change in the Working Drawings that Tenant previously approved; or
 - (iii) Delays in the delivery, installation, or completion of any work that Tenant or Tenant's contractors perform; or
 - (iv) Any failure by Tenant to perform any of Tenant's obligations under this Lease.
- (d) Such notice must be sent to Tenant in an envelope bearing the following notice printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE OF TENANT DELAY – OPEN IMMEDIATELY

- (e) The extension of the Completion Date for Tenant Delays is Landlord's sole and exclusive remedy for Tenant Delays, notwithstanding the provisions of § 16.8 or any other provision of this Lease.
- (f) The Landlord's Improvements are substantially complete for the purposes of this Lease only when (i) Landlord performs the work in the Working Drawings approved by Tenant that Landlord is required to perform, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) Landlord makes the water supply, sewage, heating, ventilating, air conditioning, and electric facilities available to Tenant in accordance with the obligations that Landlord assumes under this Lease, and (iii) Landlord has caused the Premises to be free of debris and construction materials, in a usable and tenantable condition, and cleaned.
- (g) Subject to Tenant Delays and Force Majeure Events only, Landlord must cause the Landlord's Improvements to be completed in accordance with the Project Schedule annexed as Exhibit D. Landlord must keep Tenant apprised of the progress of the work that Landlord performs under this Lease. If there is any delay in the progress of the work of five days or more, Landlord must notify Tenant of such delay immediately, regardless of whether Landlord anticipates that such delay causes a delay in the Completion Date. Said notice must advise Tenant of all changes or adjustments in the Project Schedule, the cause of each change or adjustment, and the corrective efforts, if any, that Landlord has made, proposes to make, or both.
- (h) If, for reasons other than Tenant Delays or a Force Majeure Event, Landlord does not substantially complete the Landlord's Improvements and make the Premises available for Tenant's occupancy by the Completion Date, as extended, and, notwithstanding Tenant's termination of this Lease as provided in this § 4.3, Landlord must pay any and all costs, fees, and expenses that Tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's Rent under this Lease and the rent that Tenant incurs during the period of delay by Landlord.
- (i) If the Landlord's Improvements are not substantially completed within 60 days after the Completion Date, as extended for Tenant Delays, a Force Majeure Event, or otherwise by agreement of Landlord and Tenant, Tenant has, in addition to any other remedies available to Tenant under this Lease, at law, or in equity, the right to terminate this Lease by giving Landlord a written Notice of Termination, which right Tenant can exercise immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this Lease by Tenant does not relieve Landlord of Landlord's obligation to pay Tenant any and all costs, fees, and expenses that Tenant incurs as a result of Landlord's delay in making the Premises available for occupancy by Tenant, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which

Tenant is lawfully entitled by reason of Landlord's failure to perform Landlord's obligations.

- (j) Notwithstanding Tenant's consent to any extension of the Completion Date, Landlord must promptly complete all Punchlist Items, and in every event, Landlord must complete Punchlist Items no later than 30 days after the Date of Occupancy. For the purposes of this Lease, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Tenant's ability to use and occupy the Premises in accordance with the provisions of this Lease. On or before the Date of Occupancy, Landlord and Tenant must conduct a walk-through of the Premises and must identify, in writing, all Punchlist Items that Landlord must complete.
- (k) The construction of the Landlord's Improvements must be (i) coordinated with any work being performed by Tenant, provided that such coordination does not materially interfere with Landlord's construction schedule, delay the Completion Date, or increase the cost of the Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

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

Tenant designates the individuals named in § 1.1 respectively as Tenant's Representative and as User Agency's Representative. Tenant designates _____'s Representative as Authorized Representative, who has full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Authorized Representative has no authority whatsoever to alter, waive, or modify any provision of this Lease, which must only be done in accordance with the provisions of § 16.3. Landlord must deliver the Working Drawings and any requests for changes or modifications to the Working Drawings to both Tenant's Representative and User Agency's Representative. Authorized Representative or Authorized Representative's successor must communicate to Landlord, in writing, Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the Landlord's Improvements, and Landlord must rely only upon written communications received from such individuals unless Tenant otherwise notifies Landlord in writing.

5. LANDLORD'S COVENANTS

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

Landlord warrants and represents:

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

the use of the Premises for the Permitted Uses (or the sublease of the Premises if this Lease is a sublease).

- (b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Lease is a sublease.
- (c) Landlord has full legal capacity to enter into this Lease.
- (d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.
- (e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.
- (f) Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (g) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.
- (h) If the status of any warranty and representation by Landlord in this § 5.1 changes or ceases to be accurate during the Term, Landlord must notify Tenant in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Tenant all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Tenant.

5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents:

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

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

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

5.3 Quiet Enjoyment

- (a) Landlord warrants and covenants that as long as there is no Event of Default (as defined in § 9.1) by Tenant under this Lease, Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.
- (b) At reasonable times and without unreasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord and Landlord's agents have the right to enter the Premises to make repairs or to view the Premises. Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax) in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48-hour notice in the case of an emergency affecting the Premises.
- (c) Landlord has the right to enter for the purpose of showing the Premises to prospective tenants only during the last six months of the Term. Landlord must notify Tenant (Landlord has the right to give such notice by telecopier (fax)) at least 24 hours before showing the Premises to prospective purchasers, tenants, or other parties.

5.4 Correction of Defective Work; Repair of Premises and Building

- (a) During the Term, Landlord must promptly correct, repair, or replace any defective aspects of the Landlord's Improvements of which Landlord becomes aware after the Date of Occupancy (Latent Defects).
- (b) Subject to Landlord's obligation to correct Latent Defects, Landlord must keep and maintain the Premises, including, without limitation, all equipment and fixtures that

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

- (c) Landlord must make routine repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building within five business days after Landlord discovers or Tenant notifies Landlord or Landlord's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. A routine repair, correction, or replacement is any repair, correction, or replacement that is not an emergency repair, correction, or replacement as defined in § 5.4 (d).
- (d) Landlord must make emergency repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building immediately upon Landlord's discovery of or Tenant's notice to Landlord or to Landlord's authorized representative of the condition requiring repair, correction, or replacement. An emergency repair, correction, or replacement is any repair, correction, or replacement that is required to remove an immediate threat to the life, health, or safety of any person or property upon the Premises or the appurtenant areas described in § 2.1.
- (e) Landlord must complete all repairs, corrections, and replacements (i) at Landlord's sole cost and expense, except as provided by this § 5.4, (ii) in a good and workmanlike manner, (iii) with respect to repairs, corrections, and replacements of the Premises and the Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.
- (f) In (i) scheduling and carrying out the repairs that this Lease requires, (ii) making any optional repairs, alterations, or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Landlord must make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days, Rent for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

5.5 Delivery of Services and Utilities

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

5.6 Hazardous Substance

- (a) Landlord represents that Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or transported to, from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. For purposes of this Lease, Hazardous Substance means (i) any “hazardous substance,” “hazardous material,” “toxic substance,” “hazardous waste,” “hazardous pollutant,” or “toxic pollutant,” oil, asbestos, urea formaldehyde foam insulation, or “solid waste,” as presently defined or otherwise denominated as hazardous, toxic, or a pollutant or a special waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as modified from time to time (42 U.S.C. 9601 et seq.) (CERCLA), the regulations promulgated under CERCLA, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substance or material that is incorporated in or added to the definition of “hazardous substance” for the purposes of such laws; (iii) a substance listed in the United States Department of Transportation Table (49 CFR 172.101, as modified) or by the Environmental Protection Agency (or any successor agency) as a hazardous substance (40 CFR Part 302, as modified); (iv) any hazardous waste or solid waste, as defined in the Resource Conservation and Recovery Act of 1976, as modified by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste, or substance that is (A) petroleum, (B) asbestos or an asbestos-containing material, (C) polychlorinated biphenyls, (D) urea-formaldehyde (UFFI) or UFFI-containing material, (E) radon, (F) designated as a “hazardous substance” pursuant to § 311 of the Clean Water Act (33 U.S.C. 1251 et seq.), or listed pursuant to § 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosive; or (H) radioactive material; and (vi) any additional substance or material that is considered to be a “hazardous substance,” “hazardous material,” “toxic substance,” “hazardous waste,” “solid waste,” or regulated substance or material (including, without limitation, any asbestos-containing material) under any state, federal, or local law, rule, or regulation governing health, safety, natural resources, or the environment relating to the Premises, the Building, or the land upon which the Building is located, including, without limitation, G. L. c. 21E (being the Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous material promulgated thereunder, G. L. c. 21C, Title 5 of the State Environmental Code, G. L. c. 111, 150A, and any hazardous and inflammable substance regulated under G. L. c. 148. Each reference in this Lease to law, a rule, a regulation, etc., whether specific or general, is to law, a rule, a regulation, etc., that is currently in effect, as modified or supplemented.
- (b) Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, the Building, or the land upon which the Building is located, or to migrate toward the Premises, the Building, or the land upon which the Building is located, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord’s contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord’s construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers’ instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements,

and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

- (c) Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises, Building, or land upon which the Building is located (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.
- (d) Landlord must indemnify, save harmless, and defend, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Tenant from all liability, claim, or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance (i) on or under the Premises, the Building, or the land upon which the Building is located before the Date of Occupancy, or (ii) after such date with respect to any Hazardous Substance that Landlord, Landlord's employees, agents, independent contractors, or invitees (that include, for the purposes of this § 5.6, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving a Hazardous Substance in breach of Landlord's obligations in this § 5.6) release(s) or place(s) on or under the Premises, the Building, or the land upon which the Building is located. This indemnity survives termination of this Lease. Promptly upon discovery, Tenant must notify Landlord in writing of any facts or circumstances that give rise to any claim by Tenant.

6. TENANT'S COVENANTS

6.1 Use of Premises

- (a) Tenant must use the Premises only for the Permitted Uses set forth in § 1.1, provided, however, that Tenant has the right to use the Premises for other purposes if such use (i) is compatible with the other uses of the Building, (ii) does not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) does not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) that this Lease requires or any other services currently provided to tenants of the Building, and (iv) is otherwise compatible with all other obligations of Tenant under this Lease.
- (b) Tenant must not cause or permit any nuisance in the Building and must not conduct any activity within the Premises or Building that interferes with the rights of other tenants or occupants of the Building.
- (c) Tenant covenants and agrees that Tenant must not do or permit anything to be done in or upon the Premises or Building, or bring anything on the Premises or Building that increases the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses, or that voids such insurance. Tenant further

agrees that if Tenant does any of the foregoing, Tenant must promptly pay to Landlord, on demand, any resulting increase as additional rent, or Tenant must cease all activities that cause the increase or the voiding.

6.2 Care of Premises

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

6.3 Hazardous Substance

- (a) Tenant agrees that Tenant must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about the Premises, or to be transported to, from, or across the Premises.
- (b) Nothing in this Lease prohibits Tenant from using minimal quantities of cleaning fluid and office or household supplies that constitute(s) a Hazardous Substance but are customarily present in and about premises used for the Permitted Uses, provided that Tenant's use, including storage and disposal of such cleaning fluid and office or household supplies, is in compliance with all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.
- (c) If Tenant or Tenant's employees, agents, independent contractors, or invitees cause(s) the release or threatened release of any Hazardous Substance from the Premises, Tenant must promptly notify Landlord and, without cost to Landlord, take such action, or cause others to take such action, as is necessary to assess, remediate, or remove any Hazardous Substance, as and to the extent required by all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

6.4 Compliance with Applicable Laws and Removal of Liens

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

6.5 Assignment and Subletting

- (a) Tenant must not assign, sublet, mortgage, pledge, or encumber this Lease (the result of any such action being referred to as a "Transfer") without Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord and Tenant agree that Landlord has the right to withhold Landlord's consent to any proposed Transfer to a transferee who, by reputation, financial strength, or expected use, is not compatible with the other tenants in the Building, or whom Landlord, in Landlord's reasonable business judgment, does not deem to be an acceptable credit risk. By valid written instrument, any transferee must expressly assume, for the transferee and the transferee's successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant has no further obligations of Tenant under this Lease.
- (b) Any request by Tenant for Landlord's consent to a Transfer must include (i) the name of the proposed transferee; (ii) the nature of the transferee's business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed transferee; and (iv) the provisions of the proposed Transfer. Tenant must promptly supply such additional information about the proposed Transfer and transferee as Landlord reasonably requests. Landlord also has the right to meet and interview the proposed transferee.
- (c) Landlord must advise Tenant in writing whether or not Landlord consents to a proposed Transfer within 30 days of receiving Tenant's request for such consent. If such consent is withheld, Landlord must specify the reasons, in writing, to Tenant. If Landlord fails to so notify Tenant within said time period, Landlord is deemed to have given Landlord's consent to the proposed Transfer.
- (d) The express or implied consent by Landlord to any Transfer does not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.
- (e) As used in this Lease, "assign" or "assignment" includes, without limitation, any transfer of Tenant's interest in the Lease by operation of law.
- (f) Notwithstanding any contrary provisions of this § 6.5, in connection with any proposed Transfer, Landlord has the right to cancel and terminate this Lease if Tenant's request is to assign the Lease or to sublet more than 80% of the Premises; or, if Tenant's request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed duration of the sublease. Landlord must exercise this right in writing within 30 days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case, such cancellation or termination must occur as of the effective date of the proposed Transfer. In such event, Tenant must permit Landlord to enter into a direct lease with the proposed transferee.
- (g) Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in § 1.1, or the substitution of another agency of state government for the User Agency named in § 1.1, is not a Transfer, provided that the Premises continue to be used for the Permitted Uses. Nevertheless, Tenant must advise Landlord, in writing, if any agency of state government other than the User Agency named in § 1.1 uses or occupies all or any portion of the

Premises, or if there is a substitution of any agency of state government for the User Agency named in § 1.1.

6.6 Alterations and Additions

- (a) Tenant has the right to make non-structural alterations or additions to the Premises (Tenant Alterations), provided that Tenant must first obtain Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord has the right to withhold Landlord's consent to any proposed Tenant Alterations that would violate any law, ordinance, code, or regulation of governmental authorities with jurisdiction, or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building.
- (b) As a condition to giving Landlord's consent to Tenant Alterations, Landlord has the right to require that Tenant remove all or a portion of Tenant Alterations at the expiration or earlier termination of this Lease, provided that Landlord must designate all such items to be removed at the time Landlord gives Landlord's consent.
- (c) As a further condition for Landlord's consent, Landlord has the right to require that, before the commencement of the work, Tenant submit to Landlord, for Landlord's approval, plans and specifications that reasonably identify and describe proposed Tenant Alterations. Landlord must review Tenant's plans and specifications, and inform Tenant, in writing, of Landlord's approval or disapproval within ten business days after submission by Tenant. If Landlord disapproves, Landlord must identify, in writing, each reason for disapproval and identify, in writing, each modification that must be made by Tenant in order to obtain Landlord's approval. If Landlord fails to so inform Tenant of disapproval within ten business days after submission by Tenant or fails to so identify each modification that is necessary to obtain Landlord's approval, Tenant's plans and specifications are deemed approved.
- (d) Tenant must (i) do all such Tenant Alterations at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) complete all such Tenant Alterations in accordance with any plans and specifications that Landlord approves and in a good and workmanlike manner, with materials in quality at least equal to the then-present construction, (iii) cause contractors that Landlord approves to perform all such Tenant Alterations, provided that Landlord's approval is not required for any contractor that Tenant selects pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) perform and complete all such Tenant Alterations in compliance with all applicable laws, ordinances, codes, and regulations of governmental authorities, and with regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) perform and complete all such Tenant Alterations at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. Landlord's approval of any plans and specifications, or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, must never be construed as a waiver of any of the requirements of this paragraph.
- (e) At all times during the construction of any Tenant Alterations, Tenant must cause Tenant's contractors and any subcontractors to maintain Workers' Compensation insurance covering the persons employed in connection with such Tenant Alterations as required by law and, if

the estimated construction cost of such Tenant Alterations exceeds \$25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant, with limits that Landlord reasonably establishes, to protect against the risks or nature of the construction to be undertaken, or with limits customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (ii) such builders-risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts that Landlord reasonably deems necessary. Tenant must not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained, and certificates evidencing such coverage have been delivered to and approved by Landlord. Each insurance policy must be with a company authorized to do business in Massachusetts and must provide that Landlord be given at least 20 days prior, written notice of any alteration or termination of coverage.

- (f) Landlord has the right to inspect the work as the work progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant must not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant, and Tenant must promptly cause any such lien to be released of record or bonded off without cost to Landlord.
- (g) All Tenant Alterations must remain the exclusive property of Tenant until Tenant vacates the Premises. At any time, at Tenant's sole option, Tenant has the right to remove any Tenant Alteration and restore the Premises to the same conditions as before the Tenant Alteration, reasonable wear and tear, and damage by fire or other casualty, excepted. Any Tenant Alteration remaining on the Premises after Tenant vacates the Premises becomes the property of Landlord without payment.

6.7 Yield Up at Termination of Lease

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

7. CASUALTY; EMINENT DOMAIN

7.1 Fire or Other Casualty

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

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

- (b) Notwithstanding the preceding paragraph, if either Landlord or Tenant determines, in Landlord's or Tenant's commercially reasonable business judgment, that Landlord cannot be expected to repair the damage to the Premises or to the Building within 120 days from the date of the fire or other casualty, due to the character of such damage, or if the remainder of the Term is less than one year, then either Landlord or Tenant has the right to terminate this Lease. Tenant also has the right to terminate this Lease if Landlord, having notified Tenant of Landlord's intention to repair the damage to the Premises or Building, as provided in this Lease, fails to complete such repairs within 120 days after a fire or other casualty. If neither Landlord nor Tenant exercises a right to terminate this Lease, as provided in this § 7.1, Landlord must provide Tenant with substitute Premises for the affected portion of the Premises for no additional Rent, sufficient and adequate for Tenant to conduct business in a commercially reasonable manner, and must bear any relocation expenses incurred by Tenant for relocation from the original Premises to the substitute Premises, and back to the original Premises, provided that Tenant must continue to pay the Rent.
- (c) The rights of Landlord and Tenant to terminate this Lease if there is a fire or other casualty are subject to the following notice provisions: Within 30 days after the occurrence of a fire or other casualty, Landlord must notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate this Lease in accordance with the preceding paragraph (i) within 30 days after the occurrence of a fire or casualty or (ii) within 30 days after the expiration of the 120-day period given to Landlord to repair the Premises if this Lease is not terminated and Landlord fails to complete such repair within said 120-day period. Any such termination of this Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless so terminated, this Lease remains in full force and effect, subject, however, to other provisions of this § 7.1.
- (d) If any damage to the Premises or the Building, or if Landlord's repair of either or both (i) renders any part of the Premises unfit for Tenant's use and occupancy or otherwise prevents Tenant's use and occupancy of such part of the Premises, or (ii) causes a material cessation or reduction in Landlord's Services (as identified in Exhibit C) under this Lease, and (iii) Tenant continues to use and occupy the unaffected portion of the Premises, a proportionate amount of Rent must be abated (unless Tenant has been relocated to substitute premises as set forth in (b) above) until the affected portion of the Premises, Landlord's Services, or both has or have been restored as required under this Lease unless Tenant has relocated to substitute premises as provided by § 7.1 (b).

7.2 Eminent Domain

- (a) If all or any substantial part of the Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this Lease terminates at Landlord's election, which Landlord has the right to make notwithstanding the divestiture of Landlord's entire interest in the Building. Tenant has the right to terminate this Lease if the Taking would materially interfere with Tenant's use and

occupancy of the Premises (even if Landlord reconstructs the Premises and Building to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines, in Tenant's reasonable business judgment, that Landlord cannot reasonably be expected to complete, within 150 days from the date of the Taking, any reconstruction of the Premises, of the Building, or of both that is necessary for Tenant's use and occupancy of the Premises in accordance with the provisions of this Lease, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within 150 days after the Taking.

- (b) The foregoing rights of Landlord and Tenant to terminate this Lease if there is a Taking is subject to the following notice provisions: Within 30 days after a Taking of all or a substantial part of the Premises or the Building, Landlord must notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate the Lease within 30 days after the Taking, or within 30 days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period. Any such termination of the Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless terminated pursuant to the foregoing provisions, this Lease remains in full force and effect, subject, however to other provisions of this § 7.2.
- (c) If Landlord does not terminate this Lease after a Taking, or if the Taking effects less than all or a substantial part of the Premises or the Building, Landlord must proceed with diligence to establish and collect all valid claims that arise against the Taking authority or others and, subject to the then-applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to restore the Premises and the Building, or their remains, as nearly as practicable to their condition before such Taking, at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.
- (d) If any Taking of the Premises or the Building or if Landlord's restoration of either or both (i) reduces the Usable Area of the Premises, (ii) renders any part of the Premises unfit for Tenant's use and occupancy, or otherwise materially interferes with Tenant's use and occupancy of the Premises, or (iii) causes a material cessation or reduction in Landlord's Services under this Lease (even if Tenant continues to use and occupy the Premises), Rent or a just portion of Rent must be abated until the Premises or their remains, such services, or all of them are restored, as this Lease requires. In the case of a Taking that reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord's Services on a permanent basis, a just portion of Rent must be abated for the remainder of the Term.
- (e) Landlord reserves all rights to any damages or compensation payable by reason of any Taking, and Tenant grants to Landlord all of Tenant's rights to such damages or compensation, and covenants to execute and deliver such further instruments as Landlord requests from time to time in order to obtain such damages or compensation, provided, however, that Tenant reserves for Tenant any award specifically reimbursing Tenant for moving or relocation expenses, and any other award, the payment of which does not diminish the amounts otherwise payable to Landlord.

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8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification of Tenant by Landlord

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

8.2 Insurance Coverage to be Maintained by Landlord

- (a) At all times after the Date of Occupancy and during the Term, Landlord, at Landlord's sole cost and expense, must keep in force a commercial general liability insurance policy insuring Landlord against all claims and demands for personal injury or damage to property that are claimed to have occurred upon or about the Premises, Building, or appurtenant areas. This policy must be written on an occurrence basis to provide protection in an amount not less than \$2,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring Landlord's performance of the indemnity agreement set forth in § 8.1. This policy also must name Tenant as an additional insured, but only if (i) Tenant occupies at least 20% of the tenanted portion of the Building using Landlord's generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.
- (b) Landlord also must maintain casualty insurance for the Building (including all fixtures and equipment that Landlord installs, and all alterations and additions that Landlord makes) insuring Landlord against loss or damage that fire and other risks, which are customarily contemplated by "all-risks" endorsements of insurance policies, cause (with such additional endorsements as are necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris removal, and demolition), in an amount equal to 100% of the replacement cost of the Building and the Building's fixtures and equipment.
- (c) At all times during the Term, Landlord must maintain, and must cause Landlord's contractors and any subcontractors to maintain, Workers' Compensation insurance, as required by law, covering each person who is employed by Landlord, and by Landlord's contractors and any subcontractors, to provide labor, services, or both in connection with the Premises, the Building, the property on which the Building is situated, or in connection with any combination of two or more of the Premises, the Building, and the property on which the Building is situated.

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

8.3 Tenant's Self-Insurance

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

8.4 Tenant's Personal Property; Assumption of Risk

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

8.5 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Lease, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

9. DEFAULT

9.1 Event of Default by Tenant

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

- (a) Tenant fails to pay, when due, any sum of money due to Landlord by Tenant under this Lease, whether such sum is an installment of Rent or any other payment or reimbursement, and such failure continues for a period of ten business days after written notice from Landlord.
- (b) Tenant fails to comply with any other obligation or covenant of Tenant under this Lease, and fails to cure such failure within 30 days after receiving written notice from Landlord specifying such failure, or for those failures that cannot be cured within such 30-day period, if Tenant fails to commence such cure within such 30-day period and thereafter fails to diligently pursue such cure to completion.
- (c) Any warranty, representation, or statement that Tenant makes in this Lease is incorrect or misleading in any material respect on the date made.

9.2 Remedies of Landlord

- (a) Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in § 9.3 and any other remedies available to Landlord at law or in equity, Landlord has the right to terminate this Lease upon not less than 60 days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant that poses an immediate threat to the health or safety of persons or property, Landlord has the right to reduce said 60-day notice period to ten days. Upon such termination, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant must then quit and surrender the Premises to Landlord as provided in § 6.7, but Tenant remains liable for damages arising out of such Event of Default, as provided in this Lease.
- (b) Upon termination of this Lease by Landlord pursuant to this § 9.2, Tenant must pay to Landlord Rent payable by Tenant to Landlord up to the Expiration Date, and Tenant remains liable for any breach of Tenant's obligations under this Lease occurring before the Expiration Date. In addition, Tenant is liable to pay Landlord, as damages, the aggregate of Rent remaining in the Term.
- (c) Tenant must pay Rent in the same manner, to the same extent, and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Landlord must credit Tenant with the net rents that Landlord actually receives from a reletting of the Premises. Net rents must be determined by deducting from the gross rents, as and when Landlord receives the gross rents from such reletting, the reasonable expenses that Landlord incurs or pays in terminating this Lease and the reasonable expenses that Landlord incurs or pays in connection with the reletting of the Premises that are allocable to the Term. In no event is Tenant entitled to receive any excess of such net rents over the sums that Tenant must pay to Landlord under this Lease. If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord must take all reasonable steps to mitigate Landlord's damages, including making reasonable efforts to relet the Premises for a period that is equal to, shorter, or longer than the Term.

9.3 Cure by Landlord

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

9.4 Event of Default by Landlord

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

- (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within 30 days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion.
- (b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

9.5 Remedies of Tenant

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

9.6 Cure by Tenant

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

9.7 Remedies Cumulative

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

10. MORTGAGE PROVISIONS

10.1 Estoppel Certificate

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

10.2 Subordination

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

10.3 Recognition

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

11. HOLDING OVER

If Tenant or anyone claiming under Tenant remains in possession of the Premises or of any part of the Premises after the expiration of the Term without any agreement in writing between Landlord and Tenant with respect to such possession, then before Landlord's acceptance of Rent, the person remaining in possession is deemed a tenant-at-sufferance. After Landlord's acceptance of Rent, such person is deemed a tenant-from-month-to-month, subject to the provisions of this Lease insofar as the same are applicable to a tenant-from-month-to-month. However, Tenant agrees that Landlord has the right to accept any Rent that Tenant tenders after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord has for a higher fair-market rent for the Premises, provided that Landlord must give Tenant written notice of such claim *before* acceptance of Rent. Nothing in this § 11 is to be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

12. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

12.1 Tenant's Obligations Subject to Appropriations and Authorizations

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

12.2 Termination of Lease for Lack of Appropriations and Authorizations

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

13. PERSONAL LIABILITY

13.1 Liability of Tenant

No official, employee, or consultant of the Commonwealth of Massachusetts is ever personally liable to Landlord, or to any successor-in-interest to Landlord, or to any person claiming through or under Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of Tenant's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Tenant under this Lease, or on any claim, cause, or obligation whatsoever under this Lease.

13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Landlord is ever personally liable to Tenant, or to any successor-in-interest to Tenant, or to any person claiming through or under Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of Landlord's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease, or on any claim, cause, or obligation whatsoever under this Lease. Tenant must look solely to Landlord's interest in the Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Premises, the Building, and said land for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph limits any right that Tenant otherwise has to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant is entitled under this Lease. In addition, nothing in this § 13.2 limits the recourse of Tenant on account of willful fraudulent conduct.

14. NOTICE

14.1 Notice

- (a) Unless otherwise expressly permitted under this Lease, all notices or other communication required or permitted to be given under this Lease must be in writing, signed by a duly authorized representative of the party giving notice and given by hand delivery (including, without limitation, courier and overnight-delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this Lease, notices must be addressed and sent to Landlord at the address appearing for Landlord in § 1.1 and to Tenant at the address appearing for Tenant in § 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Tenant.
- (c) Under this § 14, Landlord and Tenant, at any time and from time-to-time, has the right to designate a different address or different addresses to which notices must be sent.
- (d) All notices given in accordance with §§ 14.1 (a), 14.1 (b), and 14.1 (c) are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused or could not be attained.

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

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

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

15. FORCE MAJEURE

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

16. MISCELLANY

16.1 Entire Agreement

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

16.2 Changes in Lease

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

16.3 Binding Agreement

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

16.4 Governing Law

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

16.5 Waiver

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

16.6 No Broker

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

16.7 Rights and Remedies not Exclusive

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

16.8 Accord and Satisfaction

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

16.9 Debarred or Suspended Contractors

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

16.10 Time of Essence

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

16.11 Affirmative Action; Non-discrimination in Hiring and Employment

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

16.12 Severability

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

16.13 Notice of Lease

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

16.14 No Agreement until Signed

No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord and by the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (the Commissioner of the Division of Capital Asset Management and Maintenance is joined by an authorized

representative of the User Agency as an adjunctive signatory), and delivery is made by and to each.

16.15 State Employees Barred from Interest

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

16.16 Paragraph Headings

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

16.17 Counterparts

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

16.18 Rider, Exhibits, and Other Accompanying Documents

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

LANDLORD:

By: _____

Printed Name: _____

Title: _____

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

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

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

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

RIDER TO LEASE

DATE OF LEASE:

LANDLORD:

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

BUILDING (ADDRESS):

PREMISES:

Modify this Lease as follows:

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

LANDLORD:

By: _____

Printed Name: _____

Title: _____

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

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

USER AGENCY:

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

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

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

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

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

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

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

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

_____ that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract, as it may be amended from time-to-time.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

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

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

LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7C, § 38¹, the undersigned _____, _____ of
(Name) (Title)
_____ certifies the following:

(Full name(s) of Landlord, as Landlord's name(s) appear(s) in the Lease)

- (1) DESCRIPTION & ADDRESS OF LEASED PREMISES:

- (2) TERM From: _____ to: _____

- (3) LANDLORD NAME and ADDRESS:

- (4) TENANT: Commonwealth of Massachusetts

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

NAME ADDRESS

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

NAME DCAMM OR PUBLIC-OFFICE TITLE

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

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

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

¹ "No agreement to rent ... real property to a public agency, and no renewal or extension to such agreement, shall be valid and no payment shall be made to the lessor ... of such property, unless a statement, signed, under penalties of perjury, has been filed by the lessor, ... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G. L. c. 7C, § 38).

CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE

Pursuant to G. L. c. 62C, § 49A¹, and G. L. c. 151A, § 19A(b)², _____,
(Name)

_____ of _____,
(Title) (Name of Landlord)

whose principal place of business is located at _____

_____, certifies that:

- A. Landlord has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- B. Landlord has complied with all laws of the Commonwealth relating to employment-security contributions and payments in lieu of contributions.

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

Federal Identification Number

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

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

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

C. ATTACHMENTS

3. COMMONWEALTH STANDARD TENANT ESTOPPEL CERTIFICATE

THIS OFFICIAL FORM MUST NOT BE MODIFIED

**COMMONWEALTH OF MASSACHUSETTS
TENANT ESTOPPEL CERTIFICATE**

Date of Certificate:

To: Landlord named in this Tenant Estoppel Certificate

Landlord:

Tenant: Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance on behalf of the User Agency,

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

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

Building:

Premises: _____ usable square feet on the _____ floor(s) of the Building, as more particularly described by the Lease

Lease Provisions:

Term Commencement Date: _____

Scheduled Expiration Date: _____

(Subject to any provision for renewal or extension or for earlier termination of the Term that may be provided by the Lease, as modified.)

Amount of monthly rent: _____

Date through which rent has been paid: _____

Number of reserved parking spaces: _____

Tenant certifies that the preceding and following representations in this certificate are true:

1. Lease:

Except as provided by Exhibit A:

- (a) The Lease is in full force and effect according to the Lease's provisions and has not been modified, except as noted above. The Lease, as so modified (if applicable), constitutes the entire agreement between Landlord and Tenant with respect to the Premises.
- (b) The Term began on the Term Commencement Date and is scheduled to expire on the Scheduled Expiration Date. Tenant has no right or option to renew or extend the Term or to expand or purchase the Premises, except as provided by the Lease.

2. Defaults and Defenses:

Except as provided by Exhibit A:

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

3. Rent:

Except as provided by Exhibit A:

- (a) No rent has been paid more than one month in advance of the rent-payment's due date.
- (b) Except as otherwise provided by the Lease, Tenant is not entitled to, and has not made any agreement with the Landlord or Landlord's 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 provided by Exhibit A:

- (a) All of the Landlord's Improvements (as defined by the Lease) to be provided by Landlord have been completed to Tenant's satisfaction. To the best of Tenant's knowledge, all of the obligations on the part of the Landlord under the Lease for the completion of the Landlord's Improvements have been carried out and fully completed, and Tenant has no claim against Landlord for lack of completion of the Landlord's Improvements or any known defect in the Landlord's Improvements.
- (b) Tenant is not aware of any defects in the Premises or in any of the Landlord's Improvements constructed elsewhere in the Building.

5. Occupancy:

Except as provided by Exhibit A:

- (a) Tenant occupies the entire Premises for the purposes permitted by the Lease and is actively conducting Tenant's business in the Premises.
- (b) As provided by the Lease or otherwise, Tenant has not transferred any portion of the Premises or assigned any of Tenant's rights under the Lease.

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

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

By: _____
Carol W. Gladstone, Commissioner

USER AGENCY: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

C. ATTACHMENTS

**4. COMMONWEALTH STANDARD SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**

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

COMMONWEALTH OF MASSACHUSETTS

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this **Agreement**) is made on _____, by _____ and _____ among _____ (**Mortgagee**), _____ (**Landlord**), and the Commonwealth of Massachusetts (**Tenant**) acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance on behalf of the User Agency, _____.

Landlord owns certain real property located at _____ in the municipality of _____ in _____ County, Massachusetts, and more particularly described in Exhibit A (the **Property**).

Landlord and Tenant made and entered into a lease dated _____ (said lease, together with any and all amendments thereto and extensions thereof, the **Lease**), with respect to certain premises (the **Premises**) located on the Property.

Mortgagee made a loan to Landlord that is secured by a mortgage (the **Mortgage**) upon the Premises, and an assignment of leases and rents (the **Assignment**) (the Mortgage and the Assignment collectively the **Security Documents**) that are recorded in the _____ Registry of Deeds.

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

In consideration of the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are acknowledged, the parties to this Agreement covenant and agree as follows:

1. Subordination

Subject to the provisions of this Agreement, Tenant agrees that the Lease, as modified from time to time, is subject and subordinate at all times and in all respects to the lien of the Security Documents, to all of the provisions of the Security Documents, to all renewals, modifications, replacements, consolidations, and extensions of the Security Documents, and to all subsequent advances and payments made under the Security Documents. 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 the same must specifically reference that they are subject to the provisions of this Agreement.

2. Attornment

(a) If 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 is bound to Mortgagee and 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 provisions of the Lease, except as provided in this Agreement, for the balance of the Term with the same force and effect as if Mortgagee or Purchaser is Landlord. In such event, Tenant agrees to attorn to Mortgagee or to such Purchaser as landlord under the

Lease and, upon receiving notice from Mortgagee as provided in item 6 of this Agreement, to make payments of all sums becoming due under the Lease directly to Mortgagee or to Purchaser. Said attornment and agreement are effective and self-operative without the execution of any further instruments (except for standard payment-authorization documents, including by way of example and not limitation, disclosures of beneficial interests and certificates of tax-and-employment-security compliance, that are 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 from time to time must execute and deliver such instruments evidencing such attornment and the provisions of item 2.(b) as Mortgagee, Purchaser, and Tenant may reasonably require.

- (b) From and after such attornment, Mortgagee or any Purchaser automatically is bound to Tenant under all the provisions 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 are not:
- (i) liable for any act, omission, neglect, breach of obligation under the Lease, or Event of Default (as defined in the Lease) of any prior landlord (including Landlord) occurring before the date on which Mortgagee or Purchaser succeeds to the interest of Landlord in the Premises or obtains possession of the Premises, except as provided in item 2.(c) of this Agreement; provided, however, that following the date of attornment, the foregoing does not limit Mortgagee's or Purchaser's obligation as Landlord under the Lease to cure any continuing defaults of Landlord pursuant to the provisions set forth in the Lease, notwithstanding that such defaults existed as of the date of attornment;
 - (ii) subject to any offsets and defenses that Tenant may have against any prior landlord (including Landlord) except as provided in item 2.(c); provided that the foregoing does not limit Tenant's right to assert against Mortgagee or Purchaser any offset, defense, or both, otherwise available to Tenant because of events occurring or continuing after the date of attornment;
 - (iii) bound by any payment of any rent that Tenant may have made to any prior landlord (including Landlord) more than 30 days before the date such rent was first due and payable under the Lease and that has not actually been delivered to Mortgagee or Purchaser; provided that Mortgagee and Purchaser are bound by any such prepayment of rent or other charge made more than 30 days in advance if such prepayment is 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 (as provided in other state-agency Leases);
 - (iv) liable for the return of any security deposit that Tenant may have paid to any prior landlord (including Landlord) unless such security deposit is actually delivered to Mortgagee or Purchaser;
 - (v) bound by any modification or amendment of the Lease made after the date of this Agreement that reduces the rent, changes the Term, or otherwise materially changes the rights and obligations of Landlord, Mortgagee, or both under the Lease, or relieves Tenant of any material obligation under the Lease unless Landlord obtains 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

- (vi) 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 provisions 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 item 2.(b) or elsewhere in this Agreement, if Landlord commits an act or omission that, with the giving of notice, the passage of time, or both would constitute an Event of Default by Landlord under the Lease, Mortgagee or any Purchaser is subject to any and all claims, offsets, and defenses of Tenant arising from such act or omission, provided that Mortgagee receives notice of such act or omission and is given an opportunity to cure same (subject to Tenant's right to take emergency self-help action as provided in the Lease) as required by this Agreement.

3. Notice of Default by Landlord

- (a) Tenant must forward to Mortgagee a copy of any notice given by Tenant to Landlord (i) in which Tenant claims or alleges that Landlord failed to perform any of Landlord's obligations under the Lease, (ii) in which Tenant claims or alleges that an Event of Default by Landlord exists under the Lease, (iii) demanding reimbursement for expenditures made or obligations incurred by Tenant pursuant to the Lease, or (iv) terminating the Lease. Tenant must forward such copies 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, to abate rent payable under the Lease, or to claim a partial or total eviction, Tenant must not exercise such right until (i) Tenant has given written notice of such act or omission to Mortgagee and (ii) 30 days after Landlord's cure period, if any, under the Lease expires, during which period Mortgagee has the right, but not the obligation, to remedy such act or omission, and Tenant must give Mortgagee access to the Premises to effect the same. Item 3.(b)(ii) does not apply to an abatement of rent pursuant to the Lease. Tenant may exercise Tenant's self-help remedy under the Lease after notice to Mortgagee but before the expiration of the waiting period provided by item 3.(b)(ii) if the curing of the default of Landlord before the expiration of the Mortgagee's cure period is reasonably necessary to prevent injury to persons, property, or both.

4. Non-Disturbance

If the Security Documents are executed, acknowledged, delivered, and recorded before the Lease and before any notice or memorandum of Lease, or if any provision in any of the Security Documents is to the contrary, or both, Mortgagee nevertheless agrees for Mortgagee and for Mortgagee's successors-in-interest (including, by way of example and not limitation, any Purchaser) that if Mortgagee takes possession of the Premises, or if there is a Foreclosure, or both, the Lease must not be terminated by Mortgagee except in accordance with the provisions of the Lease, and that unless and until the Lease is actually and finally terminated in accordance with the provisions of the Lease, (a) Tenant's possession, occupancy, use, and enjoyment of the Premises and Tenant's rights and privileges under the Lease during the Term, including by way of example and not limitation any extended or renewal Term, must not be disturbed or interfered with, (b) Mortgagee must recognize the Lease and Tenant's rights under the Lease, and (c) Tenant and Tenant's successors and assigns must 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 acknowledges that Landlord's right, title, and interest as Landlord under the Lease is assigned to Mortgagee pursuant to the provisions of the Assignment and that pursuant to the provisions of the Assignment, rent under the Lease continues to be paid to Landlord in accordance with the provisions 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 must pay all rent to Mortgagee, or as Mortgagee directs in writing, until such time as Mortgagee directs otherwise in writing. Tenant must comply with any Rent Payment Notice notwithstanding any contrary instruction, direction, or assertion from Landlord. Neither Mortgagee's delivery to Tenant of a Rent Payment Notice nor Tenant's compliance with a Rent Payment Notice is to be deemed to (i) cause Mortgagee to succeed to or to assume any obligations and responsibilities as Landlord under the Lease, all of which continue to be performed and discharged solely by Landlord, unless and until any attornment occurs pursuant to this Agreement; or (ii) 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 is entitled to rely on any Rent Payment Notice.
- (b) Tenant is under no duty to controvert or challenge any Rent Payment Notice. Tenant's compliance with a Rent Payment Notice must not be deemed to violate the Lease. Landlord releases Tenant from, and must indemnify and hold Tenant harmless, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including by way of example and not limitation, payment of reasonable attorneys' fees and disbursements) arising from any claim based upon Tenant's compliance with any Rent Payment Notice. Landlord must look solely to Mortgagee with respect to any claims Landlord may have on account of an incorrect or wrongful Rent Payment Notice. Tenant is 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 are paid directly to Landlord.

6. Notices

- (a) Unless otherwise expressly permitted under this Agreement, all notices or other communication required or permitted under this Agreement must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including by way of example and not limitation, courier and overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this Agreement, notices and copies of notices, as provided in item 6.(d), must be addressed and sent to the parties and to copy recipients at the respective addresses provided in item 6.(d).
- (c) Under this item 6, the parties, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.
- (d) Addresses for notices and copies of notices:

Mortgagee:

Tenant: Office of Leasing and State Office Planning
Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

with copies to:

Office of the General Counsel
Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

and to the User Agency at

Landlord:

7. Miscellany

- (a) Mortgagee's Name. Mortgagee warrants and represents that Mortgagee's name appears in this Agreement exactly as Mortgagee's name appears on the Security Documents.
- (b) Legal Capacity of Mortgage. Mortgagee warrants and represents that Mortgagee has full legal capacity to enter into this Agreement.
- (c) Organization and Standing of Mortgagee. If Mortgagee is not a natural person or natural persons, but Mortgagee is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, national bank, etc.), Mortgagee warrants and represents that Mortgagee is validly organized and existing, that Mortgagee is in good standing in the state, commonwealth, province, territory, or jurisdiction of Mortgagee's organization, and that Mortgagee is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

- (d) Authorization to Execute for and Bind Mortgagee. Mortgagee warrants and represents that the execution of this Agreement is duly authorized and that each person executing this Agreement on behalf of Mortgagee has full authority to do so and to fully bind Mortgagee thereby.
- (e) Expiration. All consent rights, approval rights, rights to receive notices, rights to cure defaults, and other similar rights granted Mortgagee in this Agreement automatically expire and terminate upon the release or discharge of the lien of Mortgagee on the Property.
- (f) Capitalized Words. Unless otherwise defined in this Agreement or otherwise indicated in this Agreement, all capitalized words used in this Agreement that are defined in the Lease have the same meaning as set forth in the Lease.
- (g) Applicable Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- (h) Entire Agreement, Modification, and Inuring of Benefits. This Agreement (i) contains the entire agreement with respect to the subject matter of this Agreement, (ii) may not be modified or terminated, including the waiver of any provision, other than by an agreement in writing signed by the parties to this Agreement or by their respective successors and (iii) inures to the benefit of, and is binding upon, the parties to this Agreement and their respective successors (including, by way of example and not 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).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

MORTGAGEE:

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)(
)(
COUNTY OF _____)(
)(
 ss.

On _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that said person voluntarily signed said document for the purpose stated within said document.

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

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

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

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

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

certifies, as a condition of receiving Commonwealth funds under (a) the lease *or* (b) the short-term tenancy agreement *or* (c) the license *or* (d) the amendment *or* (e) the subordination or recognition, non-disturbance, and attornment agreement *or* (f) the change-of-ownership documents to which this Certificate is attached (this

Contract) for the premises located at _____
(address of the premises as stated in

_____ that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

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

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

EXHIBIT A

Description of the Property