



City of Cambridge

IN CITY COUNCIL

GFP-4

July 2, 1973

CHA Payment in Lieu of Land Acquisition

ORDERED:

That an additional appropriation in the sum of one hundred fifty thousand dollars (\$150,000), specified as a payment by the Cambridge Housing Authority in lieu of land acquisition in the Land Disposition Agreement, dated March 9, 1973, relative to the Green-Franklin-Pearl multiple use development project, the sum of one hundred fifty thousand dollars (\$150,000) be and hereby is appropriated to Executive Department, Schedule F-31, said sum to be included in and made part of the 1973 Tax Levy, Green-Franklin Housing-Garage-Library Development, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted June 21, 1971, February 28, 1972, and July 2, 1973.

In City Council July 2, 1973
 Adopted by you and nay Vote
 Yea 9 Nay 0 Absent 0

Paul E. Murphy
 City Clerk



CITY OF CAMBRIDGE
PLANNING & DEVELOPMENT DEPARTMENT
 City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

(617) 876-8800
 EXTENSION 344

June 29, 1973

FINANCING - GFP PROJECT

CITY REQUIREMENTS

1)	TOTAL PROJECT COSTS		2,528,985
	1a. Construction cost	2,126,908	
	1b. Other project costs	402,077	
2)	FUNDS AVAILABLE		2,120,874
	2a. Parking Fund	6-21-71 95,000	
	2b. Garage Loan	2-28-72 1,500,000	
	2c. Library Loan	2-28-72 440,000*	
	*reduced from \$500,000 by 2d		
	2d. Federal library grant	60,000	
	2e. Test borings - 1969 Cap. Imp. Acc't	7,874	
	2f. Pl. & Dev. Staff Salaries - from 1971, 1972, 1973 Department accounts	18,000	
3)	ANTICIPATED FUNDS		250,000
	Payment in lieu of land acquisition from C.H.A. per Land Disposition Agreement dated 3-9-73		
4)	FUNDS AVAILABLE + ANTICIPATED		2,370,874
5)	DIFFERENCE BETWEEN 1) and 4), i.e. ADDITIONAL FUNDS NEEDED BY CITY		158,111*
6)	RECOMMENDED APPROPRIATION		166,000*
	a. GFP-1 Parking Fund	65,000	
	b. GFP-2 Library Loan Downpayment	6,000	
	c. GFP-3 Library Loan	95,000	
	*Rounded to \$166,000 to provide "cushion"		

7) PARTIALLY DEFERRED PAYMENT OF 3) ANTICIPATED FUNDS		250,000
a. To be paid by CHA upon execution of ground lease (early July)	150,000	
b. CHA borrowing from City (added to Library Loan)	100,000	
8) RECOMMENDED APPROPRIATION		
a. GFP-1 Parking Fund	65,000	
b. GFP-2 Library Loan Downpayment	6,000	
c. GFP-3 Library Loan (includes 6c & 7b)	195,000	
d. GFP-4 In lieu of land acquisition	150,000	
9) FUNDS REQUIRED TO AWARD CONSTRUCTION CONTRACT		2,126,908
2b. Garage Loan 2-28-72	1,500,000	
2c. Library Loan 2-28-72	440,000	
2d. Federal Library Grant 5-01-72	60,000	
6a. GFP-1 Parking Fund 7-02-73	65,000	
6b. GFP-2 Library Loan Downpayment 7-02-73	6,000	
7a. GFP-4 Received from CHA, in lieu of land acquisition (early July, 1973)	150,000	
	2,221,000	

HOUSING AUTHORITY REQUIREMENTS

10) TOTAL PROJECT COSTS		5,617,708
a. Construction costs	4,807,908	
b. Payment to City in lieu of land acquisition	250,000	
c. Other project costs	559,800	
11) FUNDS AVAILABLE		5,080,000
Approved in letter from DCA dated June 22, 1973		
12) ADDITIONAL FUNDS NEEDED BY C.H.A. (11)-12)		537,708
13) ANTICIPATED SOURCES OF FUNDS		550,000
a. Payment in lieu of land acquisition - cash GFP-4	150,000	

- b. Payment in lieu of land acquisition - 100,000
requested borrowing from City as
part of Library Loan - paid back
by CHA GFP-3
- c. Requested borrowing from City (GFP-5) 300,000
Chapter 121B, 20(2)

RECAPITULATION

GFP-1	Additional Central Square Garage Appropriation from Parking Fund; see 6a	65,000
GFP-2	Additional Library Loan "Downpayment", from current tax levy, see 6b	6,000
GFP-3	Additional Library Loan; see 6c and 13b	195,000
GFP-4	C.H.A. Payment in lieu of Land Acquisition; see 10c and 13a	150,000
GFP-5	Housing Project Loan (667-1); see 13c	300,000

See F 1971 # 259

F 1972 # 64

F 1973 # 237



CITY OF CAMBRIDGE
 Final Publication No. 1778.
 First Publication in the Chronicle Sun
 on July 12, 1973.

In City Council,
 July 2, 1973.

ORDERED:

That the sum of one hundred ninety-five thousand dollars (\$195,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted February 28, 1972 and July 2, 1973, and to meet said appropriation the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of one hundred ninety-five thousand dollars (\$195,000) at one time or from time to time under and pursuant to Chapter 44, Section 7, Clause (3), of the General Laws as amended and supplemented, and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council, August 6, 1973.
 Adopted by a yea and nay vote: - Yeas
 9, Nays 0, Absent 0.

ATTEST: Paul E. Healy,
 City Clerk.

A true copy, ATTEST: Paul E. Healy,
 City Clerk.

(C)Au9



CITY OF CAMBRIDGE
 Final Publication No. 1779.
 First Publication in the Cambridge
 Chronicle Sun on July 12, 1973.
 In City Council,
 July 2, 1973.

ORDERED:

That the sum of three hundred thousand dollars (300,000) be and hereby is appropriated for defraying such part of the development, acquisition and operating costs of the Cambridge Housing Authority project for the housing of elderly persons known as Project No. 687-1 as will not be met by loans, contributions or grants from the Commonwealth or any other source, and to meet said appropriation, the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of three hundred thousand dollars (\$300,000) at one time or from time to time under and pursuant to Chapter 121B, Section 20, Clause (2), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council, August 6, 1973.
 Adopted by a yea and nay vote: - Yeas
 9, Nays 0, Absent 0.

ATTEST: Paul E. Healy,
 City Clerk.

A true copy, ATTEST: Paul E. Healy,
 City Clerk.

(C)Au9

GROUND LEASE

THIS INDENTURE, dated as of the 31st day of July, 1973, by and between the CITY OF CAMBRIDGE, a Massachusetts municipal corporation, situated in Middlesex County, hereinafter called Lessor, and the CAMBRIDGE HOUSING AUTHORITY, a public body politic and corporate, situated in said City of Cambridge, hereinafter called Lessee.

WITNESSETH:

ARTICLE I

PREMISES AND TERM OF LEASE

SECTION 1.1. Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of Lessee to be paid, kept and performed, has demised and leased, and by these presents does demise and lease, unto Lessee, and Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, the land particularly described in Schedule A hereto annexed, and shown as Parcel B on the plan entitled "Plan of Land in Cambridge, Mass." dated December 20, 1972, by William S. Crocker, Inc., Civil Engineers and Surveyors, to be recorded herewith, a copy of which is hereto annexed marked Exhibit A, together with all right, title and interest of Lessor in and to all buildings, improvements and building equipment now or hereafter on said land, hereinafter sometimes collectively referred to as the "demised premises", subject, however, to the rights and easements in said Schedule A set forth or referred to, insofar as now and hereafter during the term of this lease in force and applicable.

TO HAVE AND TO HOLD the demised premises unto Lessee, and Lessee's successors and assigns, for a term commencing on the date hereof and ending upon the expiration of ninety-nine (99) years after the Completion Date, as hereinafter defined, unless this Lease shall sooner terminate as hereinafter provided.

ARTICLE II

DEFINITIONS

SECTION 2.1. As used herein, the terms, titles, names and abbreviations set forth below shall, for the purposes of this Lease, have the meanings and denotations specified, to wit:

- (a) "Housing Project" shall mean the building, improvements, development and use by Lessee

on and of the demised premises, for the following purposes: (a) residential apartments for the elderly, (b) offices of the Lessee, and (c) related service and recreational facilities.

- (b) "Garage Project" shall designate the parking facility to be constructed by the Lessor on Parcel A shown on the plan hereto annexed marked Exhibit A.
- (c) "Library Project" shall designate the library and plaza-park to be constructed by the Lessor on Parcel A shown on the plan hereto annexed marked Exhibit A.
- ~~(d) "City Architect" shall mean Theodore A. Monacelli, a registered architect, or such other registered architect as shall hereafter be designated as City Architect hereunder by notice in writing from Lessor to Lessee.~~
- (e) "CHA Architect" shall mean Robert Charles Associates, Inc., a firm of registered architects or such other registered architect as shall hereafter be designated as CHA Architect hereunder by notice in writing by Lessee to Lessor.
- (f) "City Representative" shall mean the City Manager of the City of Cambridge or, insofar as and to the extent that the City Manager shall so specify by notice in writing to Lessee, shall mean the Director of Planning and Development of the City of Cambridge.
- (g) "CHA Representative" shall mean the Executive Director of the Cambridge Housing Authority or, insofar as and to the extent that the Cambridge Housing Authority shall so specify by notice in writing to the City Representative, shall mean the Maintenance Superintendent of the CHA when so designated or the CHA itself when so designated.
- (h) "Approved Plans and Specifications" shall mean all of the plans, working drawings, specifications and other data as are necessary to the construction and completion of the Housing Project and have been approved pursuant to the provisions of Section 4.2. of the Land Disposition Agreement.
- (i) "Land Disposition Agreement" shall mean the agreement by and between Lessor and Lessee dated March 9, 1973.

- (j) "Leasehold Mortgage" shall mean a mortgage by Lessee on the leasehold estate hereunder given pursuant to provisions of Article VII hereof, and "Leasehold Mortgagee" shall mean the holder of such mortgage. So long as a Contract for Financial Assistance between the Commonwealth of Massachusetts Department of Affairs (herein referred to as DCA) and the Cambridge Housing Authority remains in force and effect, DCA shall, whether or not DCA is the holder of a Leasehold Mortgage, be deemed to be a Leasehold Mortgagee hereunder, and DCA shall have all of the rights of a Leasehold Mortgagee hereinafter provided for.
- (k) "Completion Date" shall mean the date on which Lessee shall have completed construction, pursuant to and in accordance with provisions of Article III hereof, of the Housing Project as hereinafter defined, and a Certificate of Occupancy for the Housing Project shall have been issued by the City of Cambridge.
- (l) "Lease Year" shall mean the fiscal year of the CHA, commencing July 1; provided that any period of less than twelve (12) months which commences with the Completion Date and terminates on the next ensuing last day of June or which commences on any first day of July and terminates on the date of expiration or earlier termination of the term of this Lease shall also be considered a Lease Year.

ARTICLE III

CONSTRUCTION

SECTION 3.1. Lessee shall, as promptly after the commencement of the term hereof as is reasonably practicable, commence construction of the Housing Project, including the building, terrace, grounds work and landscaping, and other work and improvements comprised therein as shown on and included in the Approved Plans and Specifications, and shall diligently and expeditiously prosecute the construction thereof, and shall complete the same on or before November 1, 1974. Such construction by Lessee shall also include the interior finishing of the vehicular egress tunnel provided for in Section 3.3. (c) of the Land Disposition Agreement, and include in said tunnel provision for suitable lighting, electric power and a pedestal for a toll booth and gate, all in accordance with plans and specifications approved by the City Architect, the City Representative, the CHA Architect and the CHA Representative. The costs of lighting fixtures and of said pedestal, toll booth and gate in said tunnel shall be borne by Lessor. In order to coordinate exterior work and features of the Housing Project with those of the Lessor's Garage Project and Library Project, it is understood and agreed, as provided in Section 5.2 of the Land Disposition Agreement, that (a) with respect to walls, walkways and other features connecting or adjacent to the boundary line between the demised premises and Lessor's adjoining premises, particularly in and adjacent to the terrace area comprised in the demised premises, Lessee and Lessee's contractor shall not purchase materials or install or construct the same without prior written approval of the City Architect and the CHA Architect, and (b) the City shall have the right to install in the open area of the demised premises immediately adjacent to Lessor's

Garage Project such footings, foundations and projections as shall be reasonably necessary for construction of the Garage Project; and Lessor reserves to itself the right and easement to construct and maintain such footings, foundations and projections and to enter the demised premises for that purpose.

SECTION 3.2. Lessee shall have the right, either in connection with the original construction pursuant to the foregoing Section 3.1. or at a later time, to construct at Lessee's own expense, pedestrian access walks above grade level from the Housing Project building to the Garage Project building; provided that all plans and specifications therefor shall be subject to review and approval by City Architect and the City Representative as provided herein and in the Land Disposition Agreement, and the construction thereof shall be subject to and conducted in accordance with the provisions of this Article III hereinafter set forth. Lessor shall have the right, at any time in connection with any future development or use of land adjoining the demised premises on the northwesterly side thereof, to lay out, construct, and use, vehicular ~~access-egress~~ ways from the Garage Project over the demised premises in the approximate locations of Way A and Way B shown on Exhibit A annexed hereto.

SECTION 3.3. All such construction, work, and materials used therein, shall be in all respects and at all times in accordance and compliance with (a) the Approved Plans and Specifications, (b) the construction contract referred to in Sections 5.1., 5.2. and 5.3. of the Land Disposition Agreement, and (c) all other applicable terms and provisions of the Land Disposition Agreement. No changes in plans or specifications, change orders, field changes or other modification or alteration shall be made, ordered or permitted without the prior written approval of the City Representative and the CHA Representative. If and whenever any such changes are proposed by Lessee, there shall be submitted by Lessee to Lessor such drawings, specifications and other data prepared by the CHA Architect as are necessary to identify and fully describe the same. The City Architect shall review each such proposal and submit his comments and recommendations to the City Representative who shall promptly notify Lessee of his approval or disapproval of the proposal in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are so submitted to Lessee within seven (7) days after the submission of such proposal, or any resubmission thereof as hereinafter provided, such proposal shall be deemed approved by the City Representative and the CHA Representative. In the event of disapproval, Lessee shall, if it desires to proceed with any changes of the type proposed, resubmit such proposal altered to meet the grounds of disapproval. The resubmission shall be subject to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the City Representative and the CHA Representative, in accordance with the procedure hereinbefore provided for an original submission until a proposal shall be approved by the City Representative and the CHA Representative.

SECTION 3.4. Lessee will (a) use in the construction only new, first-class materials, (b) complete the construction in a good and workmanlike manner, free from defect in design, construction, workmanship or materials, and in accordance with all laws, rules, regulations and requirements of governmental authorities (including, without limitation, the Decision of the Board of Zoning Appeal of the City of Cambridge in Case No. 4182-Z, filed with the City Clerk on September 17, 1971), and all insurance companies issuing the insurance described herein and required hereby, and the fire insurance rating association

have jurisdiction, all without any variance (except as granted by said decision in Case No. 4102-Z), special permit, or other exception, provision or surcharge, and using only contractors and subcontractors approved in writing by the City Representative and the City Representative, (c) pay promptly for all labor and materials, (d) not permit any mechanics' materialmen's or other liens to be recorded, perfected or otherwise attach to all or any portion of the demised premises, and, without limitation, upon any such recording, perfecting or attachment cause same to be discharged and released of record as soon as reasonably practicable, all at Lessee's expense.

SECTION 3.5. Lessee will, at Lessee's expense, (i) prior to commencement of the construction obtain and deliver to Lessor certificates of, and throughout the construction maintain in full force and effect, liability insurance protecting both Lessee and Lessor against all claims, suits, obligations, liabilities and damages, including attorneys' fees, based upon or arising out of the actual or alleged personal injuries or damage to the property of Lessor or anyone else, resulting from, or occurring in the course of, or on or about the Housing Project during, or otherwise related to the construction, and builder's risk all-risk insurance in the amount of the full insurable value of the building for the protection and benefit of, and payable to and adjustable with Lessee and Lessor as their interests may appear, the insurers, the form and substance of the policies and certificates, and the limits, amounts, coverage and endorsements to be as provided in Section 8.1, (ii) be solely responsible for protection of the public and in sole charge and care of the demised premises during the construction, (iii) exonerate and indemnify Lessor against all such claims, suits, obligations, liabilities and damages, and (iv) upon completion of the construction, promptly obtain a certificate of occupancy, and obtain and deliver to Lessor an unqualified certificate by the CHA Architect certifying full completion of the construction in all respects as provided in this Article III. Lessee shall have full and unqualified responsibility for all defects in design, notwithstanding the review of the plans and specifications by the City Architect and the approval thereof by the City Representative, and notwithstanding any such review and approval of any subsequently proposed changes, and Lessee shall have full and unqualified responsibility for defects in construction, workmanship or materials.

SECTION 3.6. In order to facilitate and expedite the fulfillment of the foregoing provisions of this Article III, the CHA Architect shall regularly and continuously throughout the construction of the Housing Project consult and cooperate with the City Architect, who shall have and share with the CHA Architect all of the rights, powers and prerogatives of the CHA Architect with respect to access to the construction work, interpretation of requirements of the plans and specifications, review of shop drawings and samples, determination of conformity of the work to the plans and specifications and/or of the existence of defects or deficiencies, rejection of work or materials which do not conform, inspection and testing of the work, and otherwise as appropriate.

SECTION 3.7. Lessee covenants and agrees that in the construction pursuant to provisions of this Article III:

- (a) Lessee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Lessee will, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (c) Lessee will send to each labor union or representative of workers with which Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) Lessee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) Lessee will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, as amended by Executive Order of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (f) In the event of Lessee's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this Lease may be canceled, terminated, or suspended in whole or in part and Lessee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (g) Lessee will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order of October 13, 1967, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. Lessee will take such action with respect to any construction contract, subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, Lessee may request the United States to enter into such litigation to protect the interests of the United States.

- (h) Lessee will comply with and fulfill, and cause its contractors to comply with and fulfill, all of the terms and provisions of the Affirmative Action Clause which is annexed hereto as Schedule B and incorporated herein.

ARTICLE IV

RENT

SECTION 4.1. Lessee covenants to pay to Lessor during such term, at the Cambridge City Hall or such other place as Lessor may from time to time designate in a written notice to Lessee, a net rental, over and above the other additional payments to be made by Lessee as hereinafter provided, as follows:

A. For the period from the commencement of the term until the Completion Date, an interim rent at the rate of One (\$1.00) Dollar per annum, payable in advance, beginning upon the commencement of the term hereof.

B. For the period, from and after the Completion Date, specified in the separate agreement of even date (but not to be recorded herewith) by and between Lessor and Lessee designated "Rent Agreement Between City of Cambridge and Cambridge Housing Authority Relating to CHA Office Space in GFP Project", the sum, hereinafter called "office space rent", specified in said separate agreement.

C. For the period from and after the Completion Date and throughout the entire remainder of the term hereof, a variable rent for each Lease Year equal to the sum of:

~~(1) An amount equal to either (a) 50/290ths of the total cost incurred by Lessor for the operation and maintenance of the Garage Project (fifty being the number of parking spaces in the Garage allocated to the Lessee, and two hundred ninety being the total number of parking spaces in the Garage); or (b) fifty (50) times the monthly parking fee, for each month in such preceding Lease Year, established by the Cambridge Traffic Department for public rental of a parking space in the Garage, whichever of said (a) or (b) is the lesser; and~~

~~(i) ~~(i)~~ Either (i) the amount which would, if the demised premises (including the land and buildings and improvements thereon) were subject to the general real estate tax of the City of Cambridge and assessed on the same basis as properties of similar type, have been payable as general real estate tax for the year next preceding the Lease Year for which such rent is payable, or (ii) such amount, if any, as may from time to time during the term hereof be established by Order of the City Council of the City of Cambridge as the amount which is to be paid by the Cambridge Housing Authority to the City in lieu of taxes, whichever of said (i) or (ii) is the lesser; it being understood that at the time of the execution and delivery hereof the amount referred to in clause (ii) is One (\$1.00) Dollar per annum, as established by Order of the City Council adopted on May 24, 1971, and that such amount shall not exceed One (\$1.00) Dollar per annum unless and until other state assisted housing projects for the elderly in Massachusetts are generally subject to a higher charge.~~

D.

SECTION 4.2. For purposes of determining the variable rent hereunder, Lessor shall on or before the first day of December in each Lease Year certify to Lessee in writing (a) the amount, if any then most

amount which is to be paid by the Cambridge Housing Authority to the City in lieu of taxes, (b) the amount of the lawfully established general real estate tax rate for such year and (c) the amount at which the demised premises would, if subject to such tax, be assessed for such year, as determined by the Board of Assessors of the City of Cambridge, and said amounts as so established, determined, and certified, shall be conclusive and binding with respect to the computation of that portion of the variable rent payable pursuant to clause (2) of paragraph C. of Section 4.1. with respect to the then next ensuing Lease Year.

SECTION 4.3. The office space and variable rent shall be payable monthly in advance, beginning upon the first day of January of the year first commencing after the Completion Date, except that a proportionate part of the office space and variable rent, computed with respect to the year preceeding the year in which the Completion Date occurs, for the period beginning with the Completion Date and ending with the last day of December next ensuing, shall be paid on or before said last day of December. The office space and variable rent shall be paid to Lessor without notice or demand and without abatement, reduction or set-off of any amount whatsoever, except as provided in Section 4.4.

SECTION 4.4. The demised premises are now exempt from real estate taxes and it is contemplated and expected that the same will remain so exempt throughout the term of this Lease. If, however, the demised premises or any part thereof should by law become subject, at any time during the term of this Lease, to real estate taxes or other taxes in the nature thereof or in lieu thereof, then and in that event Lessee covenants and agrees to pay as additional rent (subject as hereinafter provided), before any fine, penalty, interest or cost may be added thereto for the nonpayment or late payment thereof, all real estate taxes, betterment or other assessments, and other governmental levies and charges, general and special, ordinary and extraordinary, now unforeseen as well as foreseen, of any kind and nature whatsoever (all of which taxes, assessments, and other governmental levies and charges are hereinafter referred to as "impositions"), which are assessed, levied, confirmed, imposed or become a lien upon the demised premises or any part thereof or become payable during the term of this Lease; provided, however, that if, by law, any such imposition is payable, or may at the option of the taxpayer be paid, in installments (whether or not interest shall accrue on the unpaid balance of such imposition), Lessee may pay the same (and any accrued interest on the unpaid balance of such imposition) in installment as the same respectively become due and before any fine, penalty, interest or cost may be added thereto for the non-payment or late payment of any such installment and interest; and provided further, that any imposition relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease as herein demised, and a part of which is included in a period of time after the expiration of the term of this lease as herein demised, shall (whether or not such imposition shall be assessed, levied, confirmed, imposed or become a lien upon the demised premises, or shall become payable during the term of this Lease as herein demised) be adjusted between Lessor and Lessee as of the expiration of the term of this Lease as herein demised bears to such fiscal period, and Lessee shall pay the remainder thereof. It is provided, however, that:

A. Nothing in this Lease contained shall require Lessee to pay any franchise, corporate, income, capital levy or transfer tax of Lessor, or any income, profits or revenue tax or any other tax, assessment, charge or levy upon the variable rent payable by Lessee under this Lease, nor shall any tax, assessment, charge or levy of the character hereinabove in this Section described be deemed to be included within the term "imposition" as defined in this Section 4.4, provided, however, that if at any time during the terms of this Lease under the laws of the Commonwealth of Massachusetts or any political subdivision thereof a tax or excise on rents is assessed, levied or imposed against Lessor or the basic rent, as a substitution in whole or in part for taxes, assessments, charges or levies assessed, levied or imposed by said Commonwealth or any political subdivision thereof on land and buildings or on land or buildings, the same shall be deemed to be included within the term "imposition" as defined as aforesaid, and Lessee covenants (but to the extent only that such substitution so far as ascertainable relieves Lessee from the payment of impositions as in this Section 4.4 provided) to pay and discharge such tax or excise on basic rent in accordance with the provisions of this Section 4.4 in respect of the payment of impositions; and

B. Lessee shall have the right to contest the amount or validity of any imposition by appropriate proceedings, provided that Lessee shall first have deposited or caused to be deposited with Lessor a sum (or bond or other security satisfactory to Lessor) equal to the amount so contested and unpaid together with the estimated amount of interest thereon for two years and of any penalties in connection therewith and all charges that may or might be assessed against or become a charge on the demised premises, or any part thereof, in said proceedings; and

✓ ✓
C. With respect to each Lease Year, if any, in which Lessee shall pay any such imposition and the amount thereof shall be paid directly or indirectly to the City of Cambridge, that portion of the variable rent payable pursuant to foregoing provisions of clause (2) of paragraph C. of Section 4.1. of this Article IV shall be reduced and abated to the extent of and by an amount equal to the aggregate amount of all such impositions actually paid by Lessee and received directly or indirectly by the City of Cambridge in such Lease Year.

ARTICLE V

TITLE TO BUILDINGS, IMPROVEMENTS AND BUILDING EQUIPMENT

SECTION 5.1. Lessee agrees that all buildings, improvements and building equipment on the demised premises are and shall

remain the sole property of Lessor under this Lease and all buildings, improvements and building equipment which may hereafter be constructed or installed by Lessee on the demised premises shall immediately upon the construction or installation thereof be and become the property of Lessor without payment therefor by Lessor, and all the said buildings, improvements and building equipment now on the demised premises or hereafter constructed or installed by Lessee on the demised premises shall be surrendered to Lessor upon the expiration or earlier termination of the term of this Lease. Lessee may from time to time remove and replace items of equipment and fixtures which are subject to wear, deterioration or damage, provided that each such item is promptly replaced with an item of equivalent value, quality, utility and function.

ARTICLE VI

PARKING SPACES

~~SECTION 6.1. Lessor covenants and agrees to provide and maintain fifty (50) parking spaces in the Garage Project for the use and benefit of the Lessee; it being understood and agreed (a) that Lessee shall have the right to receive and retain any and all receipts and income derived from said spaces for and during the period of ten (10) years from and after the Commencement Date, and (b) that after the expiration of said ten year period the use of, and the disposition of the receipts and income derived from, said spaces shall be as may from time to time be mutually agreed upon by Lessor and Lessee, provided always that the reasonable parking space needs of Lessee and occupants of the Housing Project shall at all times be accommodated.~~

ARTICLE VII

LEASEHOLD MORTGAGE

SECTION 7.1. Notwithstanding any other provisions of this Lease, Lessee shall at all times have the right to encumber, pledge, or convey its leasehold estate hereunder by way of bona fide mortgage to secure the payment of any loan or loans obtained by Lessee to finance the development, construction, furnishing, repair or reconstruction of any of the improvements required to be constructed by Lessee pursuant hereto, or to refinance any outstanding loan or loans therefor obtained by Lessee for any such purpose; provided, however, that Lessee shall give prior written notice to Lessor of its intent to exercise such rights hereunder, and provided, further, that if in the event of a default by Lessee the holder of any such mortgage shall foreclose such mortgage or take action in lieu thereof, then at the option of such holder either (a) such holder shall forthwith attorn to Lessor and expressly assume all of the covenants, agreements and obligations of Lessee under this Lease (including without limitation the obligations with respect to construction under Article III hereof if such construction is not then completed) by written instrument in form and substance satisfactory to Lessor which shall forthwith

be recorded with Middlesex South District Registry of Deeds, or (b) such holder shall sell, assign or transfer the leasehold estate hereunder to a governmental agency or a private entity, in either case subject to approval by and satisfactory to Lessor and duly empowered and qualified to hold and operate a residential apartment project for the elderly, which assignee or transferee shall forthwith attorn to Lessor and expressly assume all of the covenants, agreements and obligations of Lessee under this Lease (including without limitation the obligations with respect to construction under Article III hereof if such construction is not then completed) by written instrument in form and substance satisfactory to Lessor which shall forthwith be recorded with said Registry of Deeds, or (c) such holder shall surrender the leasehold estate and the demised premises to Lessor by written instrument in form and substance satisfactory to Lessor which shall forthwith be recorded with said Registry of Deeds, and thereupon this Lease shall cease and terminate without recourse.

ARTICLE VIII

INSURANCE

SECTION 8.1. Lessee shall, at Lessee's sole cost and expense, throughout the term of this Lease, keep or cause to be kept all buildings and the building equipment on the real property particularly described in Schedule A insured against loss or damage by fire, lightning, windstorm, hail, explosion, riot and civil commotion, damage from aircraft and vehicles, smoke damage, and other customary extended coverage risks, in an amount equal to the full replacement value of such buildings and building equipment; provided, however, that such insurance may be on a 90% co-insurance basis with a \$500 deductible (as such term is commonly used and understood in hazard insurance coverage).

SECTION 8.2. Lessee shall, at Lessee's sole cost and expense, throughout the term of this Lease and for the mutual benefit of Lessor and Lessee, maintain or cause to be maintained general public liability insurance against claims for property damage and for bodily injury or death occurring upon, in or about the demised premises or any elevators or escalators therein, and on, in or about the adjoining streets, roads and ways, such insurance to afford protection in such amounts as may be reasonably required by Lessor, but in no event less than \$100,000 in respect of property damage, \$250,000 in respect of bodily injury or death to any one person, and \$500,000 in respect of any one accident.

SECTION 8.3. All of the policies of insurance of the character described in Section 8.1 of this Article shall, so long as any indebtedness secured by the Leasehold Mortgage remains unpaid, be made payable in case of loss to the Leasehold

Mortgage remains unpaid, be made payable in case of loss to the Leasehold Mortgagee as its interest may appear pursuant to a standard mortgagee clause without contribution; otherwise all of said policies shall be made payable in case of loss to Lessor. Lessee shall have the right to adjust with the insurance companies any and all losses under any and all policies of the character described in Section 8.1 of this Article. The loss so adjusted shall be paid to the Leasehold Mortgagee or Lessor, to whichever the loss is payable in the case of any particular casualty, and the amounts so paid shall be applied as provided in Section 19.2. hereof. All such policies or certificates therefor issued by the respective insurers shall provide that the loss, if any, thereunder shall be adjusted and paid as provided in this Lease.

SECTION 8.4. All insurance of the character described in this Article shall be effected under valid and enforceable policies (which may be blanket policies covering also other property of Lessee) issued by insurers acceptable to Lessor and authorized to do business in Massachusetts, and such policies shall name Lessor and Lessee as the assureds, as their respective interests may appear, and, at the option of Lessor or Lessee the policies of the character described in Section 8.1. and Section 8.2. shall include the holder of any mortgage as its interest may appear, and any subtenant designated by Lessee of any part of the demised premises who is obligated to repair or replace the loss, as such subtenant's interest may appear. All policies of insurance of the character described in this Article shall provide (a) that such policies shall not be cancelled or materially changed without at least ten (10) days' prior written notice to each assured named therein and the Leasehold Mortgagee and (b) that such policies shall be without contribution. All policies of the character described in Section 8.1. shall provide that the loss shall be payable to the Leasehold Mortgagee or to the Lessor, as the case may be, notwithstanding any act or negligence of Lessee or any subtenant which might otherwise result in forfeiture of said insurance.

SECTION 8.5. Upon the execution of this lease and thereafter not less than ten (10) days prior to the expiration dates of the expiring policies, originals of the policies provided for in Section 8.1. and Section 8.2. shall be delivered by Lessee to Lessor and the Leasehold Mortgagee, and at such times Lessee shall furnish to Lessor evidence satisfactory to Lessor that all premiums for such policies have been paid. The premiums on all insurance policies in force at the expiration of the term of this Lease shall be apportioned between Lessor and Lessee in such manner that Lessor shall reimburse Lessee for that portion of the aggregate premiums unearned on all such policies in force at such expiration of the term of this Lease.

ARTICLE IX

LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

SECTION 9.1. Lessee covenants and agrees that if it shall at any time fail to pay any imposition in accordance with the provisions of Section 4.4., or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article VIII, or to repair and maintain the demised premises in accordance with provisions of Article X, or shall fail to make any other payment or perform any other act on the part of Lessee to be made or performed, including any acts required of it under any sublease, then Lessor may, but shall not be obligated so to do, and with reasonable notice to or demand upon Lessee, except in case of emergency, and without waiving or releasing Lessee from any obligations of Lessee in this Lease contained, (a) pay any imposition payable by Lessee pursuant to the provisions of Section 4.4. or (b) take out, pay for, maintain or deliver any of the insurance policies provided for in Article VIII, or (c) repair and maintain the demised premises in accordance with provisions of Article X, or (d) make any other payment or perform any other act so to be made or performed as aforesaid. All sums so paid by Lessor, and all necessary incidental costs and expenses and the amount of any liabilities incurred in connection with the performance of any such act by Lessor, together with interest thereon at the rate of six percentum (6) per annum from the date of the making of such expenditure by Lessor, shall be deemed additional rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to Lessor on demand, or at the option of Lessor may be added to any rent then due or thereafter becoming due under this Lease, and Lessee covenants to pay any such sum or sums with interest as aforesaid and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the non-payment thereof by Lessee as in the case of default by Lessee in the payment of the variable rent. Lessee agrees to indemnify Lessor against any liability incurred in connection with the performance of any such act.

In the event Lessor makes any repairs, restorations, replacements, changes or alterations or performs any other acts which Lessee is required to perform or cause to be performed and which, if performed by Lessee, would entitle Lessee to withdraw insurance proceeds, condemnation proceeds or other moneys held by the Leasehold Mortgagee, Lessor, or other trustee or depositary herein provided, Lessor shall have the same right of withdrawal of said moneys.

ARTICLE X

REPAIRS AND MAINTENANCE OF PREMISES

SECTION 10.1. Lessee covenants throughout the term of this Lease, at Lessee's sole cost and expense, to take or cause to be taken good care of the buildings and improvements now or at any time erected or installed on the real property particularly described in Schedule A and the building equipment, and the sidewalks (but not the curbs and ways) adjoining the demised premises or appurtenant thereto, and to keep or cause to be kept the same in good order and condition, and promptly at Lessee's own cost and expense to make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as now unforeseen. All such repairs made by Lessee shall be at least equal in quality and class to the original work. Lessee shall keep and maintain or cause to be kept and maintained all portions of the demised premises and the sidewalks (but not the curbs and ways) adjoining the demised premises or appurtenant thereto, in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

SECTION 10.2. Lessee covenants that all electric, light, power, gas, water, telephone, sewer, and any other utility lines (which term shall be deemed to include fire alarm or other signalling and warning facilities and also all wires, pipes, conduits, tubes, hydrants, drains, water or sewage pumping equipment, utility access ways, and other utility equipment and appliances) now or hereafter located in or on the demised premises will be operated and maintained in good condition by Lessee if such operation or maintenance is not performed by the utility supplying such service, all as shall be necessary to provide reasonable service to the demised premises. Lessee covenants that all heating facilities now or hereafter located on the demised premises will be maintained in good condition by Lessee. Lessee will make any replacements of heating facilities as shall be necessary to furnish heat to the demised premises. Lessor shall have no obligation whatsoever to provide or pay for any utility services to the demised premises or to provide or pay for heating of the demised premises, and Lessee shall pay all costs and expenses therefor.

ARTICLE XI

COMPLIANCE WITH ORDERS, ORDINANCES, ETC.

SECTION 11.1. Lessee covenants throughout the term of this Lease, at Lessee's sole cost and expense promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, now foreseen or unforeseen, ordinary as well as extraordinary, structural as well as nonstructural, which may be applicable to the demised premises and the sidewalks (but not the curbs and

ways) adjoining the demised premises or appurtenant thereto or to the use or manner of use of the demised premises. Lessee shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the real property particularly described in Schedule A and the building equipment therein.

SECTION 11.2. Lessee shall have the right to contest by appropriate legal proceedings, in the name of Lessee or Lessor or both, but without cost or expense to Lessor, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, and if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be held in abeyance without the incurrence of any lien, charge or liability of any kind against the fee of the demised premises or Lessee's leasehold interest in said premises or any lessor interest under any sublease and without subjecting Lessee or Lessor to any liability, civil or criminal, of whatsoever nature for failure so to comply therewith, Lessee may postpone compliance therewith until the final determination of any proceedings, provided that all such proceedings shall be prosecuted with all due diligence and dispatch, and if any lien, charge or civil liability is incurred by reason of non-compliance, Lessee may nevertheless make the contest aforesaid and delay compliance as aforesaid, provided that Lessee furnishes to Lessor security reasonably satisfactory to Lessor, against any loss or injury by reason of such non-compliance or delay therein and prosecutes the contest aforesaid with due diligence and dispatch.

ARTICLE XII

CHANGES AND ALTERATIONS BY LESSEE

SECTION 12.1. Subject to prior written approval of Lessor, Lessee shall have the right, at any time and from time to time, to make such structural additions to, and such changes and alterations, structural or otherwise, to the buildings, improvements, and building equipment from time to time on, the real property particularly described in Schedule A as Lessee shall deem necessary or desirable, including, without limiting the foregoing, the right to erect an additional building or additional buildings, or to demolish any present or future building or buildings or any part thereof, provided, that in the case of demolition, Lessee shall erect in substitution therefor a new building or buildings. Such additions, changes, alterations,

demolition or new construction (herein collectively referred to as "changes and alterations" or "changes or alterations"), shall be made in all cases subject to the following conditions which Lessee covenants and agrees to observe and perform:

A. No change or alteration shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required, from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Lessor agrees to join in the application for such permits or authorizations whenever such action is necessary;

B. Any change or alteration involving exterior features and any single change or alteration involving interior features and an estimated cost of more than \$10,000 shall be conducted under the supervision of an architect mutually agreed upon and designated by Lessor and Lessee, and no such single structural change or alteration shall be undertaken until thirty (30) days after there shall have been filed with Lessor detailed plans and specifications and cost estimates therefor, approved in writing by the City Representative and CHA Representative;

C. All changes and alterations shall be of such a character that, when completed, the value and utility of the buildings, improvements and building equipment on the real property particularly described in Schedule A shall be not less than the value and utility of the buildings, improvements and building equipment on the real property particularly described in Schedule A immediately before any such change or alteration;

D. No change or alteration involving an estimated cost of more than \$10,000 shall be undertaken until Lessor shall have been furnished by Lessee, at Lessee's expense, with (a) a bond furnished by Lessee's contractor, on which such contractor shall be principal and a surety, company of recognized responsibility shall be surety, in form reasonably satisfactory to Lessor, conditioned upon the completion of and payment in full for such change or alteration within a reasonable time, subject to unavoidable delays, or (b) other security satisfactory to Lessor for the completion of and payment in full for such change or alteration within a reasonable time, subject to unavoidable delays.

E. All work done in connection with any change or alteration shall be done promptly and in accordance with and pursuant to provisions of Sections 3.3., 3.4., 3.5. 3.6. and 3.7. of Article III hereof.

SECTION 12.2. Lessee covenants and agrees that in performing any work of repairs to or restoration of the buildings and improvements on the real property particularly described in Schedule A, or building equipment, required to be performed by Lessee pursuant to the provisions of Article X, Article XI, Article XIX or Article XXIV, it will also observe and perform the conditions relating to changes and alterations set forth in Subsections A, B, C and E of Section 12.1. to the extent that the nature and estimated cost of such repairs or restoration, if the same were changes or alterations made under this Article, would make such observance and performance applicable.

SECTION 12.3. All material and other property demolished or otherwise removed from the demised premises by Lessee in connection with changes and alterations made by Lessee pursuant to the provisions of this Article XII shall, upon such demolition or removal, be and become the property of Lessee and may be sold or otherwise disposed of by Lessee for its own account; and any property left by a subtenant upon the demised premises which Lessee does not desire to use in preparing the space for occupancy by another subtenant may be removed by Lessee and any interest therein of Lessor shall, upon such removal, be deemed transferred to Lessee and such property may be sold or otherwise disposed of by Lessee for its own account.

ARTICLE XIII

VENDORS', MECHANICS', ETC., LIENS

SECTION 13.1. In case any vendors', contractors', mechanics', laborers' or materialmen's statutory or similar lien or liens shall be filed against the fee of the demised premises or against Lessee's leasehold interest in said premises or against the lessor interest in any sublease by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or any subtenant or other occupant of any part of the demised premises in connection with any repairs, improvements, alterations, reconstruction or other work performed by Lessee or any subtenant or other occupant, Lessee shall on completion of the work with respect to which such lien or liens have been filed cause the same to be discharged by payment of the sums thereby secured or otherwise; provided, however, that Lessee shall have the right to contest the amount or validity of any such lien by appropriate proceedings which operate to prevent or stay the collection of the amount claimed to be due and to prevent or stay the sale or other disposition or loss of the demised premises, or any part thereof, or any interest therein or with respect thereto as aforesaid, to satisfy such lien. In case the amount involved in any such contest shall exceed the sum of \$10,000 Lessee shall, prior to instituting

any proceedings of the character above referred to, furnish Lessor with such security as Lessor may reasonably require in order to assure the prompt payment at the termination of such proceedings of any and all amounts found to be due. Upon the termination of such proceedings, Lessee shall pay the amount, if any, finally determined to be due in connection with any such claim, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees, interest, penalties or other liabilities in connection therewith. Lessor shall, in each instance but only to such extent as may be reasonably required, join with Lessee in any such proceedings Lessee may undertake; but Lessor shall not be subjected to any liability for the payment of any costs or expenses in connection with any such proceeding, and Lessee covenants to indemnify and save harmless Lessor from any such costs and expenses. If Lessee shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit, bonding proceedings or otherwise, and in any such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs and allowances. Any amount paid by Lessor for any of the aforesaid purposes with interest thereon at the rate of six per centum (6) per annum from the date of payment shall be repaid by Lessee to Lessor on demand, and if unpaid may be treated as additional rent as provided in Section 9.1. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or permission of Lessor, express or implied, by inference or otherwise, to pay contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvement, alteration, repair, reconstruction or other work of or to the demised premises or any part thereof, nor as giving Lessee or any subtenant or other occupant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials, so as to give rise to the filing of any liens against the fee of the demised premises or against Lessee's leasehold interest in said premises or against the lessor interest in any sublease.

ARTICLE XIV

COVENANT AGAINST WASTE

SECTION 14.1. Lessee covenants not to commit, or permit any waste or damage, disfigurement or injury to any building or improvements erected on the real property particularly described in Schedule A or the building equipment thereof, or any overloading of the floors thereof, except in the course of changes or alterations made in accordance with other provisions of this Lease or

as otherwise expressly permitted or required by the provisions of this Lease.

ARTICLE XV

INSPECTION OF PREMISES BY LESSOR, ETC.

SECTION 15.1. Lessee agrees to permit Lessor and the authorized representatives of Lessor to enter the demised premises at all reasonable times for the purpose of (a) inspecting the same and (b) making any necessary repairs to or changes in the demised premises and performing any work therein that may be necessary by reason of Lessee's default under the terms of this Lease. Nothing herein shall imply any duty upon the part of Lessor to do any such work which under any provisions of this Lease Lessee may be required to perform and the performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same. Lessor may during the progress of any work in the demised premises keep and store upon the demised premises all necessary materials, tools and equipment. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Lessee or any subtenant or other occupant of any part of the demised premises by reason of making such repairs or the performance of any such work in the demised premises, or on account of bringing materials, supplies and equipment into or through the demised premises during the course thereof and the obligations of Lessee under this Lease shall not thereby be affected in any manner whatsoever. Lessor agrees, however, in connection with the making of such repairs or the performance of such work that it will cause as little inconvenience, annoyance, disturbance, loss of business or other damage as may reasonably be possible under the circumstances.

ARTICLE XVI

USE OF PREMISES, LEASES AND SUBLEASES

SECTION 16.1. The demised premises shall be used and occupied solely for purposes of, and shall include and contain no uses other than (a) not less than one hundred eighty (180) nor more than two hundred four (204) residential apartment units for the elderly, (b) offices of the Cambridge Housing Authority, and (c) related service and recreational facilities.

SECTION 16.2. Lessee shall have the right to make and enter subleases of residential apartment units to persons duly qualified and entitled to lease and occupy housing for the elderly. Lessee agrees as to any subleases made by Lessee: (a) to perform, or cause to be performed, all of the lessor's obligations thereunder until such obligations are discharged, by cancellation or termination of any such lease or sublease or otherwise, (b) not to make any assignment, transfer or mortgage of the lessor interests therein to anyone other than Lessor except together with the assignment, transfer or mortgage of the leasehold interest created hereby and subject to the rights of Lessor under the provisions of this Lease, and (c) to assign to Lessor at the expiration or earlier termination of the term of this Lease and upon Lessor's request, the lessor interests in any and all subleases then in effect.

SECTION 16.3. Lessee agrees that it will promptly upon the termination of this lease give Lessor a list, in such form as shall be satisfactory to Lessor setting forth (i) the tenants name, apartment number, monthly rental and lease expiration date under all subleases of space in the demised premises then in effect, (ii) the apartment numbers of all vacant apartments, and (iii) a statement as to which, if any, of the subleases then in force are in default as to payment of rent.

SECTION 16.4. Referring to the plan entitled "Green-Franklin-Pearl Composite Site Plan", dated 14 December 1972, by Ted Monacelli, A.I.A., a copy of which is hereto annexed marked Exhibit B (but which is not intended to be recorded herewith), it is understood and agreed that (a) the terrace comprised in the demised premises shall be reserved for the exclusive use of the Lessee and occupants of the Housing Project, (b) the plaza on Parcel A shall be available for use by the public, (c) the Green-Franklin Walkway, approximately nine (9) feet wide, shall be available for use by the public for purposes of access to and egress from the Housing Project, the Garage Project and the Library Project, and (d) neither Lessee nor Lessor shall, without the mutual written consent of both parties, erect or maintain any fence, wall or other barrier which would prevent or unduly impede free access from and to Franklin Street through said Plaza, and said Green-Franklin Walkway, to and from Green Street, and from and to the Garage entrances to said Walkway.

SECTION 16.5. Suitable strips of land in the approximate locations shown as Right of Way A and Right of Way B on Exhibit A annexed hereto may be used by Lessor for vehicular and pedestrian access to and egress from the Garage Project, and there is hereby reserved to Lessor the right and easement to construct and so use said Rights of Way at, above and below grade level. Notwithstanding anything in this Lease to the contrary contained, all maintenance, repair, snowplowing and other upkeep of said Right of Way A, and of said Right of Way B if and when the same is constructed, shall be the obligation of Lessor and not Lessee.

ARTICLE XVII

PUBLIC UTILITY CHARGES -- COMPLIANCE WITH AGREEMENTS

SECTION 17.1. Lessee agrees to pay or cause to be paid all charges for gas, electricity, light, heat or power, water, sewage disposal service and sewer improvement service, telephone or other utility or communication service used, rendered or supplied upon or in connection with the demised premises throughout the term of this Lease, to the extent that such utility or service is rendered to Lessee or any subtenant or other occupant of the demised premises or may, if unpaid, be the basis of a lien upon the demised premises and to indemnify Lessor and save it harmless against any liability or damages on such account. Lessee shall also at its sole cost and expense procure any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the demised premises of wires, pipes, conduits, tubes, hydrants, drains and other equipment and appliances for use in supplying any such services to and upon demised premises.

SECTION 17.2. Lessee agrees to perform at its own expense all affirmative covenants at any time required to be performed by the owner or occupant of the demised premises under or by reason of any of the provisions of any of the instruments, agreements or other matters to which this Lease is subject which are set forth or referred to in Schedule A, and to save Lessee harmless from any claims arising thereunder or asserted with respect thereto against Lessee or the demised premises or the fee thereof or any other interest in connection therewith.

ARTICLE XVIII

INDEMNIFICATION OF LESSOR

SECTION 18.1. Lessee agrees to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in, on or about the demised premises during the term hereof, and will further indemnify and save Lessor harmless against and from any and all claims arising

during the term of this Lease from any condition of any building, improvement or building equipment on the demised premises or any street, curb or sidewalk on or adjoining the demised premises, or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any subtenant or other occupant, or their respective agents, contractors, servants, employees, licensees or invitees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the term of this Lease, in, on or about the demised premises, or any street, curb or sidewalk on or adjoining the demised premises, and from and against all costs, expenses and liabilities incurred in or in connection with any such claim, Lessee upon notice from Lessor covenants to resist or defend such action or proceeding and to employ counsel therefor reasonably satisfactory to Lessee. However, the foregoing provisions of this Section shall not be deemed to indemnify Lessor or to save it harmless from or against acts of Lessor itself, its agents or contractors, other than those contemplated by or provided for in Section 9.1. hereof. Lessor shall give written notice to Lessee of any such claims.

SECTION 18.2. Lessee covenants and agrees to pay, and to indemnify Lessor against all legal costs and charges including counsel fees lawfully and reasonably incurred in obtaining possession of the demised premises after default of Lessee or after Lessee's default in surrendering possession upon expiration or earlier termination of the term of this Lease or in enforcing any covenant or agreement of Lessee herein contained.

ARTICLE XIX

DAMAGE OR DESTRUCTION

SECTION 19.1. Lessee covenants and agrees that in case of damage to or destruction of any buildings or other improvements on the real property particularly described in Schedule A or of the building equipment by fire or otherwise, Lessee will, subject to provisions of Section 19.6. promptly, at its sole cost and expense, and in accordance with the terms and conditions applicable as if for changes or alterations as set forth in Section 12.1., restore to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as may be made at Lessee's election in conformity with Article XII; provided, however, that if the amount of insurance proceeds recovered with respect to such damage or destruction equals the full amount of the loss, nothing herein contained shall be deemed to require Lessee to expend for such restoration, repair, replacement, rebuilding or alteration any amount in excess of the amount of such insurance proceeds recovered, but if the loss is of such extent

that Lessee is to any extent a co-insurer, Lessee shall be required to expend for such restoration, repair, replacement, rebuilding or alteration an amount equal to the portion of the loss with respect to which Lessee is a co-insurer. Such restoration, repairs, replacements, rebuilding or alterations shall be commenced promptly and prosecuted with reasonable diligence and shall be completed in any event by Lessee within one (1) year from the time of such damage or destruction (unavoidable delays excepted).

SECTION 19.2. All insurance moneys recovered by the Leasehold Mortgagee or Lessor, as the case may be, on account of such damage or destruction less the cost, if any, to the Leasehold Mortgagee or Lessor, as the case may be, of such recovery, shall be applied by the Leasehold Mortgagee or Lessor as the case may be, to the payment of the cost of the aforesaid restoration, repairs, replacements, rebuilding or alterations, including expenditures made for temporary repairs or for the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations to the demised premises, or made to prevent interference with the business operated thereon, and repairs, restorations and replacements then in process insofar as actually made (herein collectively referred to as the "work"), and shall be paid out as hereinafter provided from time to time as such work progresses upon the written request of Lessee or a subtenant designated by it, which shall be accompanied by

A. A certificate of an architect or engineer in charge of the work (who shall be selected by Lessee and be reasonably satisfactory to Lessor), dated not more than 30 days prior to such request, setting forth in substance the following:

(1) That the sum then requested either has been paid by Lessee or a subtenant designated by it, or is justly due, to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered services or furnished materials for certain portions of the work, and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of said persons in respect thereof; and

(2) (a) The estimated total cost of the work; (b) the estimated portion of such total cost which will remain to be paid after application of the sum then requested; (c) that of the total insurance moneys recovered by the Leasehold Mortgagee or Lessor, as the case may be, on account of the particular damage or

destruction in respect of which the work is being done, plus any additional deposit of cash by Lessee or its subtenant as shall be necessary to assure payment of the total costs stated in said certificate pursuant to the foregoing clause (b), there will remain, after the payment of the sum then requested, an amount at least equal to the amount stated in said certificate pursuant to the foregoing clause (b); and (d) that, except for the amounts, if any, stated in said certificate pursuant to the foregoing Subsection A(1), to be due for services or materials, there is no outstanding indebtedness known to said architect or engineer, after due inquiry, which is then due and payable for labor, wages, materials, supplies or services in connection with such work which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the demised premises or any part thereof.

B. A certificate signed by Lessee not more than 30 days prior to such request stating, in substance, that all materials and all property constituting the work described in the aforesaid certificate of the architect or engineer, and every part thereof, are free and clear of all mortgages, liens, charges or encumbrances, except those created by Lessor, the Leasehold Mortgage, those set forth therein or permitted by the Leasehold Mortgage or Lessor, and those to which this Lease is expressly made subject or those which are permitted by this Lease, and except liens or charges of contractors, materialmen and mechanics incidental to the work and named in the certificate pursuant to the foregoing Subsection A(1), which will be discharged upon payment of the sums respectively due or to become due to them, and also stating that this Lease has not been terminated and that there is no default in the payment of the variable rent, any item of additional rent or other charge payable by Lessee hereunder and that the work has been done in accordance with the applicable provisions of Subsections A, B and E of Section 12.1. hereof as though such work constituted changes and alterations therein described, and further stating that no part of the several amounts paid and/or due, as stated in the aforesaid certificate of the architect or engineer, has been or is then being made the basis for payment by the Leasehold Mortgage or Lessor pursuant to a previous or then pending request; and

C. A search, opinion of counsel or other evidence satisfactory to the Leasehold Mortgagee or Lessor, as the case may be, showing that there are not with respect to the demised premises any liens undischarged of record other than those referred to in subparagraph B of this Section.

Upon compliance with the foregoing provisions of this Section, the Leasehold Mortgagee or Lessor, as the case may be, shall, out of such insurance money, on request of Lessee or subtenant

designated by it, pay or cause to be paid to the persons named in the certificate, pursuant to the foregoing Subsection A(1), the respective amounts stated in said certificate to be due to them, and/or shall pay or cause to be paid to Lessee or subtenant designated by it the amount stated in said certificate to have been paid by Lessee or subtenant designated by it.

SECTION 19.3. At any time after the completion in full of said work, the whole balance of said insurance money not theretofore withdrawn pursuant to the provisions of Section 19.2. shall be applied or paid as follows:

A. To the extent that any such balance shall be held by the Leasehold Mortgagee, the same shall be applied by the Leasehold Mortgagee in accordance with the terms of the Leasehold Mortgage, upon the receipt of a certificate of Lessee or subtenant designated by it dated not more than five (5) days prior to such receipt and signed by Lessee or subtenant designated by it, setting forth in substance as follows:

(i) That the repairs, restorations or replacements to the buildings, improvements and building equipment so damaged or destroyed have been completed in full;

(ii) That all amounts which Lessee or subtenant designated by it is or may be entitled to withdraw under the provisions of Section 19.2. on account of services rendered or materials furnished in connection with the work have been withdrawn under said Section;

(iii) That all amounts for whose payment Lessee or subtenant designated by it is or may become liable in respect of such work have been paid in full; and

(iv) That as of the date of such certificate, there is no default in respect of any term, covenant or condition upon the part of Lessee to be performed under this Lease, or in the payment of variable rent, any item of additional rent or other charge payable by Lessee hereunder.

B. To the extent that any such balance shall be held by Lessor, the same shall be paid by Lessor to Lessee or subtenant designated by it upon request of Lessee or said subtenant dated not more than five (5) days prior to such request and signed by Lessee or said subtenant setting forth in substance the matters stated in clauses (i) to (iv), inclusive, in Subsection A of this section.

SECTION 19.4. Lessee's obligation to make payment of the variable rent, additional rent and all other charges on the part of Lessee to be paid and to perform all other covenants and agreements on the part of Lessee to be performed shall not be affected by any such destruction or damage of any building or other improvement or building equipment on the real property particularly described in Schedule A, by fire or otherwise, provided that Lessor is not responsible for such damage or destruction.

SECTION 19.5. If at any time prior to the completion in full of said work this Lease is terminated pursuant to any provision of Article XX or by lapse of time, the whole balance of any insurance moneys in the hands of the Leasehold Mortgagee or Lessor not theretofore withdrawn pursuant to the provisions of Section 19.2 shall be paid to Lessor upon Lessor's request, accompanied by a certificate dated not more than five (5) days prior to such request and signed by an executive officer of Lessor, stating that this Lease has terminated pursuant to the provisions of Article XX hereof or by lapse of time, as the case may be, and that said repairs, restorations or replacements have not been completed. At any time after the completion in full of said work, any insurance moneys in the hands of the Leasehold Mortgagee or Lessor (other than any insurance moneys which Lessee is or may be entitled to withdraw under the provisions of Section 19.2) shall, unless a certificate of the character described in Section 19.3 has theretofore been furnished by Lessee to the Leasehold Mortgagee or Lessor, as the case may be, be paid to Lessor upon Lessor's request, accompanied by a certificate of Lessor, dated not more than five (5) days prior to such request and signed by an executive officer of Lessor, stating that said work has been completed in full and setting forth in substance that Lessee is in default in the performance of a term, covenant or condition in this Lease contained in respect to a matter as to which notice or default has been given, and that such default, specifying the nature thereof, has not been cured within the time limited in this Lease for the curing of the same.

SECTION 19.6. In the event that such damage or destruction occurs within ten (10) years prior to the expiration of the term of this Lease, Lessee may, at its election within thirty (30) days after the occurrence of such damage or destruction give to Lessor and the Leasehold Mortgagee a notice of intention to end the term of this Lease at the expiration of thirty (30) days from the date of the giving of such notice to Lessee and said Mortgagee, and at the expiration of said thirty (30) days the term of this Lease and all right, title and interest of Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and Lessee will then quit and surrender the demised premises to Lessor, but Lessee shall pay to Lessor the variable rent and any items of additional rent and all other charges required to be paid by Lessee up to the time of such termination of

this Lease, and Lessee shall remain liable therefor. In the event of such termination Lessee shall have no obligation to restore, repair, replace, rebuild or alter the demised premises under Section 19.1., and all insurance moneys recovered or recoverable with respect to such damage or destruction shall, subject to the rights of the Leasehold Mortgagee with respect thereto, be and become the sole and absolute property of Lessor. If Lessee shall not within thirty (30) days after the occurrence of such damage or destruction give notice as aforesaid of intention to end the term of this Lease, then this Lease and, without limitation the provisions of Sections 19.1., 19.2., 19.3., 19.4. and 19.5. shall remain in full force and effect.

ARTICLE XX

CONDITIONAL LIMITATIONS -- DEFAULT PROVISIONS

SECTION 20.1. If during the term of this Lease Lessee shall (a) take, suffer or be subjected to, any act or action equivalent to an act of bankruptcy or acknowledgment of insolvency, or (b) cease to be a duly established and existing municipal housing authority, or (c) cease to be duly qualified and empowered to control, manage and operate a housing project for the elderly, a default and breach hereunder shall be deemed to exist and thereupon Lessor may give to Lessee and the Leasehold Mortgagee a notice of intention to end the term of this Lease at the expiration of thirty (30) days from the date of the giving of such notice to Lessee and said Mortgagee, and at the expiration of said thirty (30) days if such default or breach has not then been cured the term of this Lease and all right, title and interest of Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and Lessee will then quit and surrender the demised premises to Lessor, but Lessee shall remain liable as hereinafter provided.

SECTION 20.2. If, during the term of this Lease, (a) Lessee shall make default in fulfilling any of the covenants of this Lease (other than the covenants for the payment of variable rent, additional rent or other charges payable by Lessee hereunder), or (b) the demised premises, or any part thereof, shall be used in violation of Sections 16.1, 16.2 or 23.1 hereof (unless such use occurs pursuant to a taking by eminent domain for a limited period, as provided in Section 24.5.), or (c) the demised premises shall be left substantially vacant or unoccupied or be deserted for a period of ninety (90) days, unless caused by unavoidable delays, Lessor may give to Lessee and the Leasehold Mortgagee notice of any such default or of the happening of any contingency in this Section referred to; and if at the expiration of thirty (30) days after the giving of such a notice to both Lessee and the Leasehold Mortgagee, the default or the happening of the contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be

cured within a period of thirty (30) days, if Lessee and the Leasehold Mortgagee fail to proceed promptly after the giving of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days that the time of Lessee and the Leasehold Mortgagee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence), Lessor may give to the Leasehold Mortgagee notice that said default or the happening of the contingency upon which said first notice was based continues to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of thirty (30) days, that Lessee and the Leasehold Mortgagee failed to proceed promptly after the giving of such first notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence; and if at the expiration of thirty (30) days after the giving of such notice to the Leasehold Mortgagee, the default or the happening of the contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of thirty (30) days, if the Leasehold Mortgagee fails to proceed promptly after the giving of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days that the time of the Leasehold Mortgagee within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence), Lessor may give to Lessee and the Leasehold Mortgagee a notice of intention to end the term of this Lease at the expiration of thirty (30) days from the date of the giving of the last-mentioned notice to Lessee and Leasehold Mortgagee, and at the expiration of said thirty (30) days if such default has not then been cured the term of this Lease and all right, title and interest of Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and Lessee will then quit and surrender the demised premises to Lessor, but Lessee shall remain liable as hereinafter provided.

SECTION 20.3. If Lessee shall make default in the payment of the variable rent, or any part of the same, and such default shall continue for thirty (30) days after notice thereof by Lessor to Lessee and the Leasehold Mortgagee or shall make default in the payment of any item of additional rent or other charge required to be paid by Lessee hereunder, or any part of the same, and such default shall continue for thirty (30) days after notice thereof by Lessor to Lessee and the Leasehold Mortgagee,

Lessee may give to the Leasehold Mortgagee notice that such default upon which said first notice was based continues to exist and if at the expiration of ten (10) days after the giving of such notice to the Leasehold Mortgagee, the default shall continue to exist, Lessor may give to Lessee and the Leasehold Mortgagee a notice of intention to end the term of this Lease at the expiration of five (5) days from the date of the giving of the last-mentioned notice to Lessee and Leasehold Mortgagee, and at the expiration of said five (5) days, the term of this Lease and all right, title and interest of Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and Lessee will then quit and surrender the demised premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall expire as in this Section or as in Section 19.6, 20.1 or Section 20.2 provided, Lessor or Lessor's agents and servants may immediately or at any time thereafter re-enter the demised premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefrom, and repossess and enjoy said premises, as of their former estate, together with all additions, alterations and improvements. In any such case, Lessee shall pay to Lessor the variable rent, additional rent and all other charges required to be paid by Lessee up to the time of such termination of this Lease, or of such recovery of possession of the demised premises by Lessor, as the case may be.

SECTION 20.4. Lessor agrees that the Leasehold Mortgagee shall have the right (but shall not be obligated) to cure, within the time and in the manner in this Article provided, any default by Lessee in the performance of any of the Lessee's covenants and agreements herein contained, including any default in the payment of the basic rent, any item of additional rent or other charge payable by Lessee hereunder. If the Leasehold Mortgagee shall cure any such default by Lessee in the manner and within the time above provided, such action upon the part of the Leasehold Mortgagee shall be as effective in all respects to prevent the exercise by Lessor of its right to give a notice of intention to end the term of this Lease for such default as though such default had been cured by Lessee. The giving of any notice to Lessee under Sections 20.1, 20.2 and 20.3 hereof shall not be deemed properly given unless and until a duplicate copy thereof shall also have been given to the Leasehold Mortgagee, conditioned, however, upon (and the obligation of Lessor to give [and any requirement that, before giving any notice to Lessee, Lessor shall give] any notice to the Leasehold Mortgagee as in this Article provided shall also be conditioned upon) the Leasehold Mortgagee being, at the time of giving of said notice, a lien upon the leasehold estate created by this Lease and the Leasehold Mortgagee's having previously notified Lessor of the fact that it is such Mortgagee, and specifying an address for the giving of notices as in this Article provided.

SECTION 20.5. Notwithstanding anything in this Article or in Section 19.6 to the contrary, in the event Lessor gives to Lessee and the Leasehold Mortgagee a notice of intention to end the term of this Lease pursuant to the provisions of Section 20.1 or Section 20.2, or in the event Lessee gives to Lessor and the Leasehold Mortgagee a notice of intention to end the term of this Lease pursuant to the provisions of Section 19.6, then, if the Leasehold Mortgagee shall, within 30 days from the date of the giving of said notice, deliver to Lessor an instrument whereby the Leasehold Mortgagee expressly declares its acceptance, as of the expiration of said 30-day period, of all right, title and interest of the Lessee under this Lease (not including any theretofore accrued and undischarged liabilities or obligations of the Lessee hereunder, other than the rent and other charges as hereinafter mentioned in the next clause of this sentence) and, also if within 30 days from the date of the giving of said notice the Leasehold Mortgagee pays or causes to be paid, or, at Lessor's option, agrees to pay, all theretofore accrued and unpaid variable rent, additional rent and other charges payable by Lessee under this Lease, then the term of this Lease and the right, title and interest of Lessee hereunder shall expire at the end of said 30-day period as fixed in said notice from Lessor, but only as to the entity which at such expiration had owned the interest of Lessee hereunder (and said entity shall then quit and surrender the demised premises but said entity shall remain liable as provided in this Lease), and the term of this Lease and all right, title and interest of Lessee hereunder shall not then expire insofar as the Leasehold Mortgagee is concerned, and the Leasehold Mortgagee, shall, without any further act or instrument, then succeed to all right, title and interest of Lessee under this Lease, and such succession shall have a force and effect that shall be not less than if such right, title and interest had previously been effectively and unconditionally assigned by the owner of the interest of Lessee hereunder (at a time prior to the occurrence of the event by reason of which Lessor gave said notice and prior to the occurrence of any event by reason of which the capacity of the assignor to make assignments might be limited) to the Leasehold Mortgagee for a term commencing on the expiration of said 30-day period as fixed in said notice, and the Leasehold Mortgagee had duly attorned to Lessor, and also not less than if Lessor had then granted to the Leasehold Mortgagee, as the case may be, a new lease of the premises demised hereunder containing the same provisions as would thereafter have been applicable if the term of this Lease and the right, title and interest of Lessee thereunder had not then been ended as to the aforesaid entity which had then owned said right, title and interest; and the leasehold estate of the Leasehold Mortgagee, as the case may be, shall then constitute an encumbrance against the fee of the demised premises of the same standing and priority as if the Leasehold Mortgagee had been named as Lessee herein. Lessor and Lessee agree to execute all such instruments as the Leasehold Mortgagee may reasonably request in confirmation of the foregoing and to enable the effective recording thereof.

SECTION 20.6. Upon the expiration of the term of this Lease by reason of the happening of any of the events hereinabove described in this Article, or in the event of the termination of this Lease by summary dispossession proceedings or under any provision of law now or at any time hereafter in force, by reason of or based upon or arising out of default under or breach of this Lease on the part of Lessee, or upon Lessor recovering possession of the demised premises in the manner or in any of the circumstances hereinabove mentioned, or in any other manner or circumstances whatsoever, whether with or without legal proceedings by reason of or based upon or arising out of a default under or breach of this Lease on the part of Lessee, Lessor may, at its option, at any time, and from time to time, in addition to its acts under Section 20.5 and if this Lease is not continued as therein provided, relet the demised premises or any part or parts thereof for the account of Lessee or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Lessor may have incurred in recovering possession of the demised premises, including legal expenses and attorneys' fees, and for putting the same into good order or condition or preparing or altering the same for re-rental, and expenses, commissions and charges paid, assumed or incurred by Lessor in and about the reletting of the premises, and then to the fulfillment of the covenants of Lessee hereunder. Any such reletting herein provided for may be for the remainder of the term of this Lease or for a longer or shorter period. In any such case and whether or not the demised premises or any part thereof be relet, Lessee shall pay to Lessor the variable rent and any items of additional rent and all other charges required to be paid by Lessee up to the time of such termination of this Lease, or of such recovery of possession of the demised premises by Lessor, as the case may be, and thereafter Lessee covenants and agrees, if required by Lessor, to pay to Lessor until the end of the fixed term of this lease the equivalent of the amount of all the variable rent reserved herein and any items of additional rent and all other charges required to be paid by Lessee, less the net avails of reletting, if any, and the same shall be due and payable by Lessee to Lessor on the several rent days above specified, that is to say, upon each of such rent days Lessee shall pay to Lessor the amount of the deficiency then existing. In any of the circumstances hereinabove mentioned in which Lessor shall have the right

to hold Lessee liable upon the several rent days herein specified to pay Lessor the equivalent of the amount of all the basic rent and any items of additional rent and all other charges required to be paid by Lessee less the net avails of reletting, if any, Lessor shall have the election in place and instead of holding Lessee so liable, forthwith to recover against Lessee, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, or of such recovery of possession of the premises by Lessor, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the basic rent and any items of additional rent and all other charges payable by Lessee hereunder that would have accrued for the balance of the term over the aggregate rental value of the demised premises for the balance of such term.

ARTICLE XXI

INVALIDITY OF PARTICULAR PROVISIONS

SECTION 11.1. If any term or provision of this Lease or the application thereof to any entity, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXII

NOTICES

SECTION 22.1. All notices, demands and requests which may or are required to be given by either party to the other or to or by the Leasehold Mortgagee shall be in writing. All notices, demands and requests by Lessor to Lessee shall be deemed to have been properly given if sent by United States registered or certified mail, return receipt requested, all charges prepaid, addressed to Lessee at the demised premises, or at such other place as Lessee may from time to time designate in a written notice to Lessor and if duplicates of such notices, demands and requests are sent to the Leasehold Mortgagee at such place as the Leasehold Mortgagee may from time to time designate in a written notice to Lessor. All notices, demands and requests by Lessee or the Leasehold Mortgagee to Lessor shall be deemed to have been properly given if sent by United States registered or certified mail, return receipt requested, all charges prepaid, addressed to Lessor at City Hall, Cambridge, Massachusetts 02138, or such other place as Lessor may from time to time designate in a written notice to Lessee and the Leasehold Mortgagee. Notices, demands and requests which

are to be registered or certified mail upon Lessor or Lessee or their authorized agents in the manner aforesaid, shall be deemed sufficiently noted or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered or certified mail as aforesaid in any post office in Massachusetts.

ARTICLE XXIII

USE TO COMPLY WITH LAW -- SURRENDER OF PREMISES

SECTION 23.1. Lessee, in the use and occupation of the demised premises and in the prosecution or conduct of any activity therein, shall comply or cause compliance with all requirements of all laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities and with any direction or certificate of occupancy issued pursuant to any law or by any public officer or officers. Lessee covenants that it will not use or permit to be used any part of the demised premises for any dangerous, noxious or offensive trade or business and will not cause or maintain or permit any nuisance in, on or about the demised premises.

SECTION 23.2. Lessee shall, upon termination of the term of this Lease, surrender to Lessor the buildings, improvements and building equipment, together with all alterations and replacements thereof in good order, condition and repair, except for reasonable wear and tear, and except as provided in Sections 19.6 and 25.2 with respect to the last ten years of the term hereof.

ARTICLE XXIV

CONDEMNATION

SECTION 24.1. If during the term of this Lease the entire demised premises are taken by the exercise of the right of eminent domain, this Lease shall terminate on the date upon which possession is required to be delivered to the authority making the taking. All sums receivable or recovered by either Lessor or Lessee or both of them (including any sums received by the Leasehold Mortgagee) as a result of such taking, less the expenses incurred (including reasonable counsel fees) in connection with such recovery, shall be applied and paid in the following order of precedence:

A. To the Leasehold Mortgagee, such amount as is required under the provisions of the Leasehold Mortgage fully to pay and discharge the principal of, and accrued interest on, the indebtedness secured by the Leasehold Mortgage at the earliest practicable date (following such payment to the Leasehold Mortgagee) that said

indebtedness may be paid or prepaid under the provisions of the Leasehold Mortgage, and all other obligations of the obligor under the Leasehold Mortgage;

B. To Lessee, the amount, if any, of special damages awarded, specifically for moving expenses and/or taking of trade fixtures and the life of Lessee or of sublessees;

C. To Lessor, an amount equal to the then fair value of the land and land improvements (exclusive of the building and building improvements);

D. To Lessee, an amount equal to the then fair value of the use, occupancy, rents and profits of the then remaining term of the leasehold hereunder; and

E. To Lessor, all of the balance of said sums so receivable or recovered.

SECTION 24.2. In case only a part of the demised premises is taken by an exercise of the right of eminent domain, and either (a) as a result of such taking it is not in the reasonable judgment of the Lessor feasible to restore the remaining portion of the demised premises to a usable condition, or (b) such taking (whether or not it is feasible so to restore the remaining portion of the demised premises) is made within ten (10) years prior to the expiration of the term of this lease, then Lessee may, at its election, within thirty (30) days after the date of such taking give to Lessor and the Leasehold Mortgagee a notice of intention to end the term of this Lease at the expiration of thirty (30) days from the date of the giving of such notice to Lessee and said Mortgagee, and at the expiration of said thirty (30) days the term of the Lease and all right, title and interest of Lessee hereunder shall expire as fully and completely as if that day were the date herein specifically fixed for the expiration of the term, and Lessee will then quit and surrender the demised premises to Lessor, but Lessee shall pay to Lessor the variable rent and any items of additional rent and all other charges required to be paid by Lessee up to the time of such termination of this Lease, and Lessee shall remain liable therefor. In the event of such a termination, said sums received on account of said award less the expenses incurred (including reasonable counsel fees) in connection with such recovery shall be applied and paid in the same order of precedence as that set forth in Section 24.1.

SECTION 24.3. Lessee covenants and agrees that in case a part only of the demised premises is taken by an exercise of the right of eminent domain and this Lease is not terminated in accordance with the provisions of Section 24.2., it will promptly at its

sole cost and expense do such work as may be reasonably required to put what remains of the demised premises as nearly as may be reasonably possible in the condition in which the demised premises were immediately prior to the taking, provided, however, that Lessee shall not be required to expend for such work an amount in excess of the sums available under the provisions of this Section to pay for such work. Such work shall be commenced promptly and prosecuted with due diligence. All sums receivable or recovered by either Lessor or Lessee or both of them (including any sums received by the Leasehold Mortgagee) by way of an award for damages sustained by such taking, less expenses incurred (including reasonable counsel fees) in connection with such recovery, shall (subject to Section 24.4) be applied and paid by Lessor and Lessee as follows and in the following order of precedence:

(1) to defray the cost of the work done by Lessee or a subtenant designated by it in accordance with the provisions of this Section;

(2) To pay in full and discharge the principal of, and accrued interest on, the indebtedness secured by the Leasehold Mortgage at the earliest practicable date (following the receipt by the Leasehold Mortgagee of the completion certificate referred to in Section 24.4) that said indebtedness may be paid or prepaid under the provisions of the Leasehold Mortgage and to the payment of all other obligations of the obligor under the Leasehold Mortgage; except that if the balance remaining after payment of the cost of the work done by Lessee or by said subtenant and after payment to the Leasehold Mortgagee of all sums due it by the obligor under the Leasehold Mortgage is not sufficient fully to pay and discharge the principal of, and accrued interest on, said indebtedness, such balance shall be applied by the Leasehold Mortgagee to the payment or prepayment of said indebtedness at the earliest practicable date (following the receipt by the Leasehold Mortgagee of the completion certificate referred to in Section 24.4) that indebtedness may be paid or prepaid under the provisions of the Leasehold Mortgage; and

(3) To Lessor, that portion of any balance of said sums which is fairly allocable to a taking of land or land improvements, and to Lessee, that portion of any such balance which is fairly allocable to a taking of buildings or building improvements.

SECTION 24.4. The work to be performed by Lessee or said subtenant under the provisions of Section 24.3 shall be done subject to and in accordance with the terms and conditions applicable as if for changes and alterations as set forth in Section 12.1, which Lessee covenants and agrees to observe and perform; and all sums recovered by Lessor or Lessee on account of an award for a partial taking, less expenses incurred (including reasonable counsel fees) in connection with such recovery, shall, so long as the Leasehold Mortgage is a lien upon the leasehold estate created by this Lease, be deposited, plus all sums, if any, received by the Leasehold Mortgagee directly on account of said award, shall be paid out by the Leasehold Mortgagee from time to time as the work to be performed by Lessee or said subtenant progresses, upon the written request of Lessee or said subtenant, which shall be accompanied by a certificate of the character described in Section 19.2A (except that the reference in clause (c) of subparagraph (2) of such certificate shall be to the amount of the total award remaining in the hands of the Leasehold Mortgagee rather than to the remaining insurance monies), a certificate of the character described in Section 19.2B, and a search, opinion of counsel or other evidence of the character described in Section 19.2C. As soon after completion of the work as practicable, Lessee or said subtenant shall deliver to the Leasehold Mortgagee a certificate of Lessee dated not more than 5 days prior to such delivery and signed by Lessee or said subtenant, setting forth in substance as follows: (i) that the work has been completed in full; (ii) that all amounts which Lessee or said subtenant is or may be entitled to withdraw under the provisions of this Section on account of services rendered or materials furnished in connection with the work have been withdrawn, and (iii) that all amounts for whose payment Lessee or said subtenant is or may become liable in respect of such work have been paid in full. Upon receipt of such certificate, the Leasehold Mortgagee shall forthwith apply and pay the balance of the award as specified in Subsections (2) and (3) of Section 24.3.

After the Leasehold Mortgage ceases to be lien on the leasehold estate created by this Lease, all sums recovered by Lessor or Lessee on account of an award for a partial taking, less expenses incurred (including reasonable counsel fees) in connection with such recovery, shall be deposited with Lessor, such sums so deposited to be paid out by Lessor on substantially the same terms and conditions as hereinabove provided for such payments by the Leasehold Mortgagee, and in the same order of precedence as set forth in Section 24.3 except that no payment shall be made pursuant to Subsection (2) thereof.

SECTION 24.5. If the right to use and occupy all or any portion of the demised premises for a limited period shall be taken by the exercise of the right of eminent domain, this Lease shall not terminate and Lessee shall continue to perform and observe all of its obligations hereunder as though such taking had not occurred except only to the extent that it may be prevented from so doing by reason of such taking. In the event of a taking of the nature in this Section referred to for a period of time ending on or prior to the date specifically fixed for the expiration of the term hereof, Lessee shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent or otherwise. In the event of such a taking for a period which extends beyond the date specifically fixed for the expiration of the term hereof, Lessee shall be entitled to receive that portion of any award made for such taking (whether paid by way of damages, rent or otherwise), allocable to the period of time from the date of such a taking to the date specifically fixed for the expiration of the term hereof, and Lessor shall be entitled to receive the balance of such award. Lessee covenants that at the termination of any such use and occupancy, it will, at its sole cost and expense, restore the buildings and improvements and building equipment on the demised premises as nearly as may be reasonably possible to the condition in which the same were prior to such taking, but Lessee shall not be required to do such restoration work (i) if on or prior to the date of such termination of such use and occupancy, the date specifically fixed for the expiration or the term of this Lease shall have occurred and (ii) if Lessee shall have paid to Lessor the portion, if any, of the award made in connection with any such taking as compensation for the cost of restoring the buildings and improvements and building equipment on the demised premises to the condition in which the same were prior to such taking.

SECTION 24.6. Lessor and Lessee agree that they will cooperate in instituting and prosecuting such proceedings as may be reasonably required in the opinion of counsel selected by either party and reasonably satisfactory to the other, to obtain an adequate award for damages sustained by any exercise of the right of eminent domain; such proceedings to be brought in the name of Lessor, or Lessee, or in the names of both of them as such counsel shall determine. The cost of such proceedings to the extent that the same must be paid prior to the receipt of the award shall be paid by Lessee and Lessor equally, and upon receipt of the award Lessee shall be reimbursed for such cost out of said award. To the extent that such expenses need not be paid until receipt of the award, the same shall be paid out of the award before the application and payment thereof as in this Article provided.

with respect to the foregoing proceedings, the parties hereto shall cooperate with the Leasehold Mortgage in accordance with the Leasehold Mortgage.

SECTION 24.7. In the event that Lessor and Lessee shall not, within thirty (30) days after any sums become payable as a result of any taking as referred to herein, have determined and agreed upon the amounts of "fair value" referred to in subsections C and D of Section 24.1., or the amounts which are "fairly allocable" as referred to in paragraph (3) of Section 24.2., as the case may be, then such amounts shall be determined by arbitration, before such tribunal and in accordance with such procedures and rules as Lessor and Lessee shall agree upon, or if they have not so agreed within five (5) days after the expiration of said thirty (30) days period, as shall be specified by the Attorney General of the Commonwealth of Massachusetts upon application of Lessor or Lessee.

ARTICLE XXV

QUIET ENJOYMENT

SECTION 25.1. Lessor covenants and agrees that Lessee, upon paying the variable rent, additional rent and all other charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on Lessee's part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy said demised premises during the term of this Lease without hindrance or molestation of anyone claiming by, through or under Lessor, subject, however, to the matters set forth or referred to in this Lease.

ARTICLE XXVI

TRANSFER OF INTEREST OF LESSEE

SECTION 26.1. Nothing in this Lease contained shall be construed to permit any transfer, assignment or mortgage by Lessee to another or others of the lessee interest in and under this Lease and such transfer, assignment or mortgage is expressly prohibited, provided, however, that Lessee may mortgage or otherwise encumber said lessee interest as security for debts or obligations not exceeding in the aggregate more than the fair market value, determined as hereinafter set forth, of said lessee interest, - provided that Lessee shall cause each mortgage or said lessee interest to contain provisions whereby the holder of such mortgage agrees to release all insurance monies on account of damage to or destruction of the demised premises and all sums receivable or recovered on account of taking of all or part of the demised premises to the Leasehold Mortgagee or Lessor for restoration, repair, replacement, rebuilding or alteration of the demised premises as and to the extent and in the manner provided in Article XIX and Article XXIV of this Lease. Prior to mortgaging or otherwise encumbering said lessee interest, Lessee shall notify

Lessor of the amount of the proposed mortgage or encumbrance and the fair market value of said lessee interest as of the date of such notice shall be determined (a) by agreement of Lessor and Lessee or (b) if no agreement has been reached within thirty (30) days after the giving of such notice, by arbitration pursuant to the rules and procedures of the American Arbitration Association, or if said Association is not then in existence by arbitration in accordance with the laws of and/or then established custom in Massachusetts. All costs of any such arbitration shall be paid by Lessee.

ARTICLE XXVII

CERTIFICATES BY LESSEE AND LESSOR

SECTION 27.1. Lessee agrees at any time and from time to time upon not less than ten (10) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the variable rent and additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate (a) Lessee (and, if so requested in such notice, Lessor) is in default in performance of any covenant, agreement or condition contained in this Lease and (b) Lessee or any subtenant is in default in performance of any covenant, agreement or condition contained in any sublease, and, if so, specifying each such default of which the signer may have knowledge.

SECTION 27.2. Lessor agrees at any time and from time to time upon not less than ten (10) days prior notice by Lessee to execute, acknowledge and deliver to Lessee a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the variable rent, additional rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate Lessee (and, if so requested in such notice, Lessor) is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge.

ARTICLE XXVIII

CUMULATIVE REMEDIES -- NO WAIVER

SECTION 28.1. The specific remedies to which Lessor or Lessee may resort under the term of this Lease are cumulative and are not intended to be exclusive of any other remedies or

means or redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or any provision of this Lease. The failure of Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver, change, modification or discharge by either party hereto of any provision in this Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Lessor and Lessee. In addition to the other remedies in this Lease provided, Lessor and Lessee shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling performance of any of such covenants, conditions or provisions.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

SECTION 29.1. Whenever in this Lease Lessor or Lessee is required to perform any act other than to make a payment of money, the period of any delay caused by or resulting from acts of God, war, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, governmental regulations or other causes beyond the reasonable control of Lessor or Lessee, as the case may be, shall not be counted in determining the time when the performance of such act (other than to make the payment of money) must be done or completed, whether such time be designated by a fixed time, a fixed period of time or a "reasonable time". In any case where work is to be paid for out of insurance proceeds or awards or damages for takings by eminent domain, due allowance shall be made for delays in the collection of such proceeds or such awards or damages.

SECTION 29.2. All of the covenants of Lessee shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

SECTION 29.3. Whenever in this Lease approval or consent of Lessor or Lessee is required, such approval or consent shall not be unreasonably withheld or delayed.

SECTION 29.4. Whenever in this Lease Lessee is required to provide a bond, Lessee may in lieu thereof provide such other security as Lessor shall approve as sufficient and necessary.

SECTION 29.5. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

SECTION 29.6. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

SECTION 29.7. Lessor covenants and agrees that, without the prior written consent of the Leasehold Mortgagee, so long as the Leasehold Mortgage is a lien upon the leasehold estate created by this Lease, Lessor will not (a) modify or suffer or permit any modification of the provisions of this Lease, or (b) accept or permit any termination of this Lease or accept any surrender of the demised premises or any part thereof except as otherwise expressly permitted by this Lease.

SECTION 29.8. It is further covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of Lessor, its successor and assigns, and Lessee, its successors and assigns, subject to the provisions of this Lease.

In Witness Whereof, Lessor and Lessee have caused this Lease to be executed the day and year first above written.

Approved as to form:

CITY OF CAMBRIDGE

City Solicitor

Robert A. Bowyer
Director of Planning and
Development

LESSOR: By

John H. Corcoran

John H. Corcoran, City Manager

Approved as to form:

CAMBRIDGE HOUSING AUTHORITY

Thomas J. Giguere
Attorney

LESSEE: By

Mary A. Castriotta
Mary A. Castriotta, Chairman

Charles F. [Signature]
Executive Director

APPROVED:

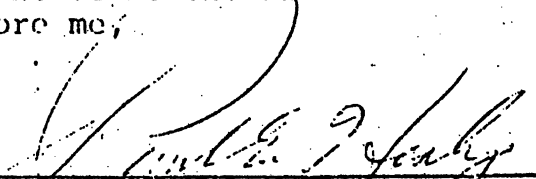
DEPARTMENT OF COMMUNITY AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

Attest: _____

By _____
Commissioner

COMMONWEALTH OF MASSACHUSETTS) ss.: December 27, 1973
COUNTY OF MIDDLESEX)

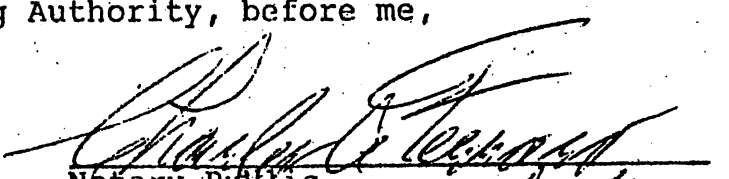
Then personally appeared the above-named John H. Corcoran,
and acknowledged the foregoing instrument to be the free act
and deed of the City of Cambridge, before me,



Notary Public
My commission expires: 3/1/74

COMMONWEALTH OF MASSACHUSETTS) ss.: December 1973 27th
COUNTY OF MIDDLESEX)

Then personally appeared the above-named Mary A. Castriotta,
and acknowledged the foregoing instrument to be the free act
and deed of the Cambridge Housing Authority, before me,



Notary Public
My commission expires: 3/1/74

SCHEDULE A

A certain parcel of land situated in Cambridge, Middlesex County, Massachusetts shown as Parcel B on a plan entitled "Plan of Land in Cambridge, Mass", dated December 20, 1972, by William S. Crocker, Inc., Civil Engineers and Surveyors, and bounded and described as follows:

- SOUTHEASTERLY by the northeasterly side line of Franklin Street, one hundred fifty-two and 86/100 (152.86) feet;
- NORTHEASTERLY by land shown on said plan as of Greek American Political Club of Massachusetts, ninety-nine and 96/100 (99.96) feet;
- NORTHEASTERLY by the same and by land shown on said plan as of Lonsdale Realty Corp., forty-three and 40/100 (43.40) feet;
- NORTHWESTERLY again, by said land shown on said plan as of Lonsdale Realty Corp., one hundred and no/100 (100.00) feet;
- NORTHEASTERLY again, by the southwesterly side line of Green Street, thirty-nine and 24/100 (39.24) feet;
- SOUTHEASTERLY by land of the City of Cambridge shown as Parcel A on said plan, ten and 40/100 (10.40) feet;
- NORTHEASTERLY again, by said Parcel A, twenty and 17/100 (20.17) feet;
- SOUTHEASTERLY again, by said Parcel A, one hundred seventeen and no/100 (117.00) feet;
- NORTHEASTERLY again, by said Parcel A, twelve and 08/100 (12.08) feet;
- SOUTHEASTERLY again, by said Parcel A, twelve and 54/100 (12.54) feet;
- NORTHEASTERLY again, by said Parcel A, thirty-six and 92/100 (36.92) feet; and
- SOUTHEASTERLY again, by said Parcel A, sixty and no/100 (60.00) feet;

Containing 19,203 square feet of land, more or less, according to said plan;

Together with the rights and easements, in common with the City of Cambridge and, where applicable, others lawfully entitled thereto including the public, (a) to use Franklin Street and Green Street for all purposes for which public streets and ways are now or may hereafter customarily be used in said Cambridge, (b) to connect and tie into and use utility service trunk lines in Franklin Street and Green Street and, subject to prior written approval of Lessor, any such lines on Parcel A shown on said plan, and (c) to use and exercise the rights set forth and described in Sections 3.2. and 6.1. of the Lease to which this Schedule A is annexed; and

Subject to the rights and easements of the City of Cambridge, and, where applicable, others lawfully entitled thereto including the public, (a) so to use Franklin Street and Green Street, (b) to connect and tie into and use utility service trunk lines in Franklin Street and Green Street and, so long as it does not unreasonably interfere with the use of the demised premises by Lessee, any such lines on the demised premises, and (c) to use and exercise the rights set forth, described and reserved in Sections 3.1., 3.2., 15.1, 16.4 and 16.5 of the Lease to which this Schedule A is annexed.

SCHEDULE B

AFFIRMATIVE ACTION CLAUSE FOR STATE ASSISTED CONSTRUCTION
PROJECTS, EQUAL EMPLOYMENT OPPORTUNITY

- 1-01. Scope of contractor's obligation with respect to equal employment opportunities.
- .1 The contractor and all subcontractors (hereinafter collectively referred to as the contractor) agree not only to comply with Federal and State prohibitions against discrimination on account of race, color, creed, sex, age, and national origin but also to operate generally in a positive manner so as to insure equal employment opportunities for minority persons in each facet of the contractor's training, promotions, transfers, compensation, termination and all other conditions and privileges of employment. (The term "minority persons" or "minority employees" as used herein refers to, among others, Negroes, persons with Spanish surnames, Orientals and individuals of North American-Indian derivation.)
 - .2 The contractor will comply with the provisions of Executive Order NO. 74, dated July 20, 1970, entitled the "Governor's Code of Fair Practices," Chapter 151B of the General Laws, as amended and the Rules and Regulations of the Massachusetts Commission Against Discrimination which are herein incorporated by reference and made a part of this contract.
 - .3 In the event that the contractor's participation in a multi-employer construction industry equal employment opportunity plan does not produce substantial compliance with the terms of this contract, as determined by the Massachusetts Commission Against Discrimination, the contractor shall not be relieved of the obligations set forth herein; rather, the obligation shall survive and it shall be incumbent upon the contractor to achieve compliance with these terms in a reasonable manner, as defined by the Commission.
- 02. Contractor's obligations with respect to his equal employment opportunity program.
- .1 The contractor in satisfaction of his obligations as defined in the preceding paragraph, agrees to make every good faith effort, with respect to each of the job categories, classifications, and trade unions utilized in connection with the performance of this contract, to secure and maintain a level of minority employees which is at least proportionate generally to the percentage of minority persons residing within the labor market, as determined by the Massachusetts Commission Against Discrimination. For the purposes of this contract, the Massachusetts Commission Against Discrimination has determined, on the basis of the most reliable, current data available, that a minimum of 12.5% of the man-hours worked, on a trade-by-trade basis, should be performed by minority individuals.

With respect to the categories of (a) advanced trainees, (b) trainees, and (c) apprentices, this obligation may be obtained through referral of persons from the Boston Area Construction Program, Inc.

- 02.2 In addition, the contractor shall make a good faith effort to employ minority journeymen in all other job categories including, but not limited to, those workmen employed to perform the eighteen (18) "Classes of Work" enumerated in Section 14(c), Chapter 149, Massachusetts General Laws. Such journeymen shall be secured from sources including but not limited to, the following: (a) on-site hiring, (b) referral by minority manpower organizations, (c) the traditional referral methods utilized in the construction industry (e.g. union hall referrals).

03 Massachusetts Commission Against Discrimination.

- .1 The Massachusetts Commission Against Discrimination (hereinafter referred to as the Commission) shall have primary responsibility for monitoring, regulating and otherwise securing the contractor's compliance with the terms of this contract pertaining to equal employment opportunities. The contractor shall provide all information and reports required by the Cambridge Housing Authority and the City of Cambridge (hereinafter referred to jointly as the Owner) and/or the Commission on orders or instructions issued by either. The contractor shall permit the Owner and the Commission access to its facilities and its books, records, accounts, and other sources of information as requested by either the Owner or the Commission. Where the information required to be furnished is not in the possession or known to the Contractor, but is in the exclusive possession of any other person or party who, upon request of the contractor, fails or refuses to furnish it, the contractor shall so certify to the Owner and the Commission and shall set forth what efforts have been made to obtain the information.

- .2 Whenever the Owner of the Commission has reason to believe the Contractor is not operating in good faith compliance with the terms of the preceding paragraphs (through) the Commission may conduct an appropriate investigation, and in its discretion may confer with the parties, to determine whether or not the contractor is operating in good faith compliance with the referenced provisions; after a determination of non-compliance, the Commission may issue a directive requiring the contractor to take such additional corrective and affirmative action as in the judgement of the Commission will effectuate the purposes of these equal opportunity provisions. In the event such a directive is

issued and the contractor fails or refuses to fully comply, the Commission may recommend to the Owner and the Owner may impose one or more of the following sanctions:

(a) The suspension of any payment or part thereof, due under the contract, until which time as the contractor is able to demonstrate, to the satisfaction of the Commission, his compliance with its directive.

(b) The termination, cancellation, or suspension of the contract, in whole or in part, until which time as the contractor is able to demonstrate, to the satisfaction of the Commission, his compliance with its directive.

(c) The denial of whatever rights the contractor may have to participate in any future contracts awarded by the Owner until which time as the contractor is able to demonstrate, to the satisfaction of the Commission, his compliance with its directive.

(d) The recovery by the Owner from the Contractor of a sum equal to 1/10 of 1% of the contract award price or \$1,000., whichever is greater, in the nature of liquidated damages, for each week that such party in the opinion of the Commission fails or refuses to comply with the Commission's directive; provided, however, no such damages shall be imposed with regard to the ten calendar days immediately following the issuance of the Commission's directive.

-04 Criteria for Measuring "Good Faith".

The contractor, pursuant to the provisions of this contract will be given an opportunity to demonstrate that he has made every good faith effort to meet the goal (the Owner has been authorized by the Commission to permit the contractor to maintain records reflecting racial data and information) set forth in paragraph 1-02. If he fails to meet this goal, a determination of "good faith" will be based upon his efforts with respect to, among other factors, the following activities and considerations:

(a) The number of minority persons employed by him in each of the job categories, classifications and trades utilized in connection with his performance of this contract. The contractor should be able to show by competent evidence:

That he has contacted the Chairman of the Commission in writing requesting the identities of organizations or other sources in the minority communities which may be available to assist the contractor in satisfying his obligation of securing appropriate minority personnel.

That within a reasonable time after receipt of the information referred to in the preceding subparagraph,

he has notified those organizations and other sources, in writing, informing them of the availability of employment, the compensation offered, job qualifications, when to submit applications, and whatever other information may be necessary to secure such employment.

That all minority persons who contact the contractor seeking employment of any type are requested to fill out an application and that these applications are maintained together with a record of the applicant's name, address, telephone number and minority status.

The disposition of each minority person's application, including a statement as to whether or not the applicant was referred to a union or union hall, the union should be identified in the records and a record made of the date of the referral and whether or not the applicant was referred back to the contractor by the union. If the applicant was not employed by the contractor, the contractor's records should document this and reasons thereof.

(b) Whenever the contractor has reason to believe that any union or employee referral source, with whom the contractor has an agreement, is unwilling, unable or has not referred minority persons, he should promptly notify the Commission in writing with copies to the Owner.

(c) The contractor should maintain records on a weekly basis sufficient to reflect the number of minority persons employed in each of the job categories, classifications, and the trade unions utilized by him in connection with his performance of this contract; such records should be retained by the contractor until the issuance of the certificate for final acceptance.

Green St. Plans Before Council

By DICK SWANSON

A \$6.5 million complex to be built on the Green, Franklin and Pearl st. (GFP) block will be going through its final steps for approval Monday as the finance committee of the City Council holds a public hearing on two bond authorizations, one for \$1.5 million and one for \$500,000.

The committee will report either favorably or unfavorably to the council after which the final action on the financing of the project will be taken by the councilors.

The complex will consist of a 19-story, 204-unit apartment house for the elderly, a branch library capable of handling additional community activities, a 290-car garage, and an open-air park. At present, the GFP block, situated just behind Central sq., is the site of an open parking lot for 165 cars. The project will cover some 55,000 square feet.

The multiple-use development has been in the works for nearly four years and has been studied by the various agencies concerned, including City Council, city agencies, city manager, traffic director, the Cambridge Housing Authority, state agencies, Cambridgeport and Riverside groups, the Council on Aging, and a Central sq. development group. Response has been generally favorable with no direct opposition to the concept of the project arising, according to Planning and Development Director Robert Bowyer.

The City Council is expected to authorize the two bonds, the larger for the parking garage and the other for the branch library, adjacent to the garage. The \$4.5 million housing development will be paid for by the Mass. Dept. of Community Affairs.

The \$1.5 million for the parking garage will come out of the city's newly-formed parking fund, which collects the revenues from meter receipts and traffic violation fines. Last year the fund collected some \$600,000. Once built, the garage will pay for itself after a few years, according to officials at the city Planning and Development Dept.

It is expected that the bonds (if authorized) would raise the tax rate 10-12 cents, according to Bowyer. The costs of the development will be shared by the various agencies and users. If given the go-ahead, bids for the construction will be sent out, and barring major unforeseen delays, the garage could be ready for use by the Christmas shopping season and the housing tower ready for occupancy six months later.

The project is situated between the commercial district of Central sq. to the north and the residential section of Cambridgeport and Riverside to the south. Appropriately, the garage and housing tower section with the Housing Authority offices are located toward the commercial district; the apartment entrance, community rooms, library and park

are located toward the residential area.

The advantages to both areas were explained by Director Bowyer:

"From the residential point of view, the present parking lot is unattractive. With the project facing Cambridgeport, will be the

(Continued on page 5)

270 Green
237 Franklin
45 Pearl

Bond Vote Due

Green St. Plans Before Council

(Continued from page 1)

ranch library which will operate new outgoing community projects and activities, besides the regular library business such as reading, music rooms and so forth. The project will serve as a demarcation line to prevent the encroachment of the business district into the residential section.

"For the business community, the project

provides a parking garage to make things easier for shoppers, and easier for landlords to rent office space. I won't say the project will make an economic revolution in the square, but it will certainly help the business climate."

One of the major innovations of the project is the creative combination of different uses it offers from housing to parking

indoor and outdoor community activities and projects.

The 3,000 square foot public park will serve as the area for community events and library outdoor activities, and is situated between the library and the housing development.

At this point, the biggest problem facing the development is lack of coordination between the various agencies such as CHA, the state agencies, and Planning and Development. Although there is no interagency animosity, and despite the fact that each agency has handled separate projects of this sort before, this is the first time for most of the agencies that they must combine and consolidate their efforts.

Stated Bowyer, "Despite the co-ordination problem, I think that those concerned with the project are enthusiastic about it and very impatient to get going."

The elderly tower will contain office space and CHA offices and community rooms on the first two floors in addition to three enclosed, air-conditioned and open air terraces. Apartment units for 14 residents will fill the upper stories. Approved and constructed by the Housing Authority, the tower will be funded by a state fund presently slated for elderly housing.

Before construction of the garage can begin, the housing foundation must be set. Since the housing will be built on pilings and the garage and library built on separate footings, it would be dangerous to begin driving the pilings after the other foundations.

Once the bonds are authorized, the city is ready to go," according to Bowyer. He is waiting for the Housing Authority to complete the architect's drawings and waiting for the state's financial commitments.

According to Bowyer, most of the basic details are worked out. For example, he has totally reviewed any potential crime problem; the project is designed for maximum control of access, ideas including the obvious elements such as better lighting and highly visible security. Coupled with the police station's being some 300 feet away, I don't anticipate a problem.

The well-lit multi-story garage partially below street level will be attendant-operated to ensure maximum protection from crime. Some fifty spaces are expected to be leased (to the Housing Authority to fulfill zoning requirements) leaving over 240 for public use, an increase of 75. Construction is expected to take six months once the housing pilings are driven and Bowyer is "hoping we can have it ready by the Christmas season".

The 16,000 square foot library will be one of the largest branches in the city and is being partially financed by a grant from the Mass. Dept. of Educ., Bureau of

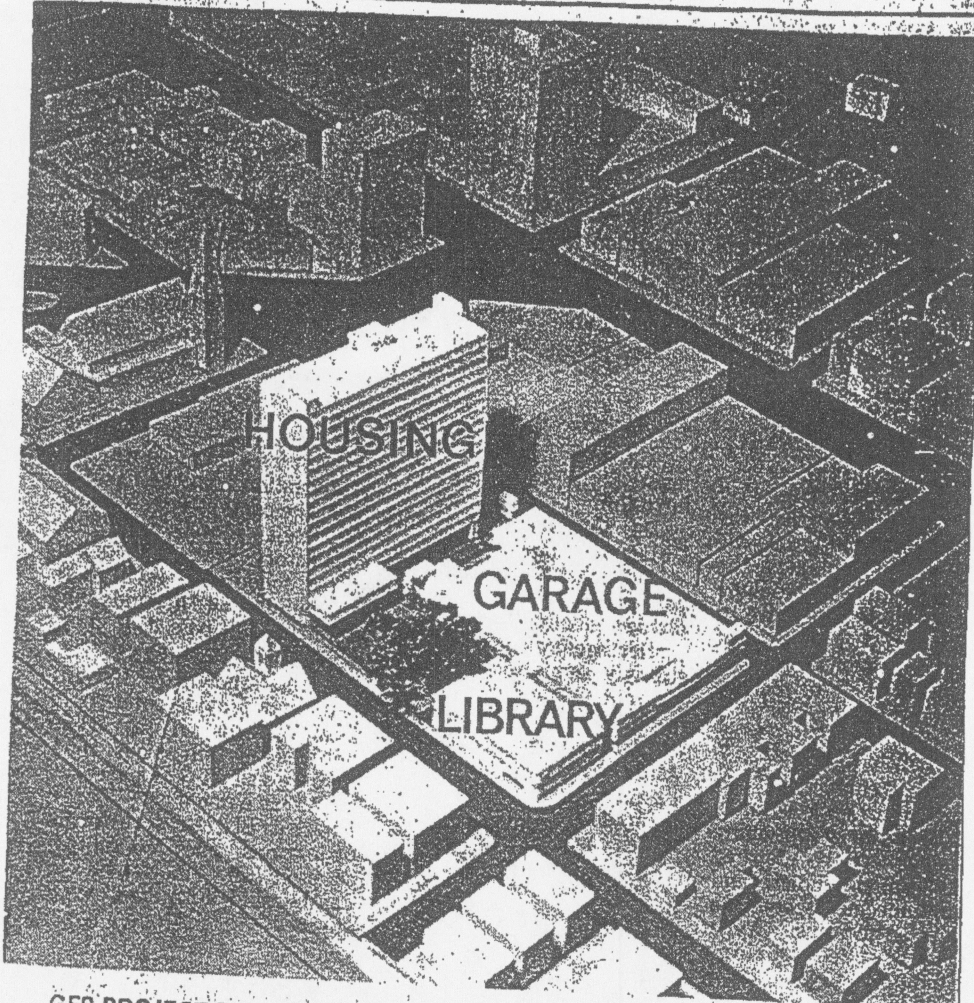
Library Extension. Some 85,000 volumes will be available and the size of the library is adequate to provide "good branch library service" said Bowyer.

The lower level includes space for equipment and staff work areas as well as room for further expansion. The second level includes the circulation desk, adult reading room, paperback lounge, and the music listening room. The upper level features children's reading rooms, a staff lounge, and a community meeting room.

The library is especially aware of its responsibility to the community, stated Bowyer, and is scheduling

Camb Chron 2/24/72

Founded 126 Years Ago



GFP PROJECT PREVIEW — Model of the \$6.5 million development project which will be going through its final steps for approval as the City Council holds a public hearing on two bond authorizations on Monday. Central sq. is in the upper half of the photo, with Mass Ave. running diagonally across from the upper left hand corner.

Agenda #1

#1 Order

City of Cambridge

MASSACHUSETTS

In City Council July 2, 19 73

	YEA	NAY	ABSENT
Mr. Clinton	✓		
Mr. Danehy	✓		
Mr. Duehay	✓		
Mrs. Graham	✓		
Mr. Moncreiff	✓		
Mr. Owens	✓		
Mr. Sullivan	✓		
Mr. Vellucci	✓		
Mayor Ackermann	✓		
	9	0	0

ESSP
RF
H

Amount \$65,000.00

#1

City of Cambridge

GFP-1

IN CITY COUNCIL

July 2, 1973

Additional Central Square Garage Appropriation

ORDERED:

That the sum of sixty-five thousand dollars (\$65,000) be and hereby is appropriated from the Parking Fund to Executive Department, Schedule F-31, Green-Franklin Housing-Garage-Library Development, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted June 21, 1971, and February 28, 1972.

In City Council July 2, 1973

Adopted by yeas and nays Vote

Yeas 9 Nays 0 Absent 0

Paul E. Leahy
CITY CLERK

City of Cambridge

MASSACHUSETTS

In City Council *July 2* 19*73*

	YEA	NAY	ABSENT	
Mr. Clinton	✓			
Mr. Danehy	✓			
Mr. Duehay	✓			
Mrs. Graham	✓			
Mr. Moncreiff	✓			
Mr. Owens	✓			
Mr. Sullivan	✓			
Mr. Vellucci	✓			
Mayor Ackermann	✓			
	<i>9</i>	<i>0</i>	<i>0</i>	

CSSR
RF
A
APPROX \$300,000

City of Cambridge

GFP-5

IN CITY COUNCIL

July 2, 1973

Housing Project Loan (667-1)

ORDERED:

That the sum of three hundred thousand dollars (\$300,000) be and hereby is appropriated for defraying such part of the development, acquisition and operating costs of the Cambridge Housing Authority project for the housing of elderly persons known as Project No. 667-1 as will not be met by loans, contributions or grants from the Commonwealth or any other source, and to meet said appropriation, the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of three hundred thousand dollars (\$300,000) at one time or from time to time under and pursuant to Chapter 121B, Section 20, clause (2), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

Passed to a second reading at the meeting of the City Council July 2, 1973 and after July 23 the question may be on adoption

Attest; Paul E. Healy

City Clerk

In City Council July 2, 1973
 Adopted by yeas and nays Vote
 Yeas 9 Nays 0 Absent 0

Paul E. Healy
 CITY CLERK

City of Cambridge

MASSACHUSETTS

In City Council July 2 19 73

	YEA	NAY	ABSENT
Mr. Clinton	✓		
Mr. Danehy	✓		
Mr. Duehay	✓		
Mrs. Graham	✓		
Mr. Moncreiff	✓		
Mr. Owens	✓		
Mr. Sullivan	✓		
Mr. Vellucci	✓		
Mayor Ackermann	✓		
	9	0	0

Handwritten: LSSP
RF
A

Handwritten: Amount \$ 150,000.00

#4



City of Cambridge

IN CITY COUNCIL

GFP-4

July 2, 1973

CHA Payment in Lieu of Land Acquisition

ORDERED:

That an additional appropriation in the sum of one hundred fifty thousand dollars (\$150,000), specified as a payment by the Cambridge Housing Authority in lieu of land acquisition in the Land Disposition Agreement, dated March 9, 1973, relative to the Green-Franklin-Pearl multiple use development project, the sum of one hundred fifty thousand dollars (\$150,000) be and hereby is appropriated to Executive Department, Schedule F-31, said sum to be included in and made part of the 1973 Tax Levy, Green-Franklin Housing-Garage-Library Development, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted June 21, 1971, February 28, 1972, and July 2, 1973.

In City Council July 2, 1973
Adopted by yeas and nays Vote
Yeas 9 Nays 0 Absent 0

Paul E. Murphy
City Clerk

Agenda #1

#2 Order

City of Cambridge

MASSACHUSETTS

In City Council *July 2* 19*73*

	YEA	NAY	ABSENT
Mr. Clinton	✓		
Mr. Danehy	✓		
Mr. Duehay	✓		
Mrs. Graham	✓		
Mr. Moncreiff	✓		
Mr. Owens	✓		
Mr. Sullivan	✓		
Mr. Vellucci	✓		
Mayor Ackermann	✓		
	9	0	0

*CSSR
RF
A*

Amount \$6000.00

#2

City of Cambridge

GFP-2

IN CITY COUNCIL

July 2, 1973

Additional Library Loan "Downpayment"

ORDERED:

That the sum of six thousand dollars (\$6,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by Order finally adopted February 28, 1972, and to be raised in the current tax levy.

In City Council July 3, 1973

Adopted by yeas and nays Vote

Yeas 9 Nays 0 Absent 0

Paul E. Leahy
CITY CLERK

City of Cambridge

Final Publication No. 1779.

First Publication in the Cambridge Chronicle Sun on July 12, 1973.

In City Council,

July 2, 1973.

ORDERED:

That the sum of three hundred thousand dollars (300,000) be and hereby is appropriated for defraying such part of the development, acquisition and operating costs of the Cambridge Housing Authority project for the housing of elderly persons known as Project No. 667-1 as will not be met by loans, contributions or grants from the Commonwealth or any other source, and to meet said appropriation, the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of three hundred thousand dollars (\$300,000) at one time or from time to time under and pursuant to Chapter 121B, Section 20, Clause (2), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council, August 6, 1973.

Adopted by a yea and nay vote:- Yeas 9, Nays 0, Absent 0.

ATTEST:- Paul E. Healy, City Clerk.

A true copy, ATTEST:- Paul E. Healy, City Clerk.

City of Cambridge

Final Publication No. 1779.
First Publication in the Cambridge Chronicle Sun on July 12, 1973.

In City Council,

July 3, 1973.

ORDERED:

That the sum of three hundred thousand dollars (\$300,000) be and hereby is appropriated for defraying such part of the development, acquisition and operating costs of the Cambridge Housing Authority project for the housing of elderly persons known as Project No. 667-1 as will not be met by loans, contributions or grants from the Commonwealth or any other source, and to meet said appropriation, the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of three hundred thousand dollars (\$300,000) at one time or from time to time under and pursuant to Chapter 121B, Section 20, Clause (2), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council, August 6, 1973.

Adopted by a yeas and nays vote:- Yeas 9, Nays 0, Absent 0.

ATTEST:- Paul E. Healy, City Clerk.

A true copy, ATTEST:- Paul E. Healy, City Clerk.

Calendar #6 High order \$ 300.000

City of Cambridge

MASSACHUSETTS

In City Council August 6 1923

	YEA	NAY	ABSENT	
Mr. Clinton	✓			
Mr. Danehy	✓			
Mr. Duehay	✓			
Mrs. Graham	✓			
Mr. Moncreiff	✓			
Mr. Owens	✓			
Mr. Sullivan	✓			
Mr. Vellucci	✓			
Mayor Ackermann	✓			
	9	0	0	

*CP
SR
RF
S*

*Order
- Adopted -*



City of Cambridge

Calendar Item # 6.

IN CITY COUNCIL

August 6, 1973

HOUSING PROJECT LOAN (667-1)

ORDERED:

That the sum of three hundred thousand dollars (\$300,000) be and hereby is appropriated for defraying such part of the development, acquisition and operating costs of the Cambridge Housing Authority project for the housing of elderly persons known as Project No. 667-1 as will not be met by loans, contributions or grants from the Commonwealth or any other source, and to meet said appropriation, the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of three hundred thousand dollars (\$300,000) at one time or from time to time under and pursuant to Chapter 121B, Section 20, Clause (2), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council Aug. 6, 1973
 Adopted by yeas and nays Vote
 Yeas 9 Nays 0 Absent 0
Paul E. Healy
 CITY CLERK City Clerk

#6

FIRST PUBLICATION

1776

7/13/73

Attest

Parth E. Healy
City Clerk

#5

City of Cambridge

GFP-5

IN CITY COUNCIL

July 2, 1973

Housing Project Loan (667-1)

ORDERED:

That the sum of three hundred thousand dollars (\$300,000) be and hereby is appropriated for defraying such part of the development, acquisition and operating costs of the Cambridge Housing Authority project for the housing of elderly persons known as Project No. 667-1 as will not be met by loans, contributions or grants from the Commonwealth or any other source, and to meet said appropriation, the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of three hundred thousand dollars (\$300,000) at one time or from time to time under and pursuant to Chapter 121B, Section 20, clause (2), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

Passed to a second reading

In City Council July 2, 1973

Adopted by yeas and nays Vote

Yeas 9 Nays 0 Absent 0

Paul E. Seelye

CITY CLERK *City Clerk*

In City Council,
August 6, 1973 to pass to be
ordained.

9-0-0

City of Cambridge

MASSACHUSETTS

In City Council July 2 19 73

	YEA	NAY	ABSENT
Mr. Clinton	✓		
Mr. Danehy	✓		
Mr. Duehay	✓		
Mrs. Graham	✓		
Mr. Moncreiff	✓		
Mr. Owens	✓		
Mr. Sullivan	✓		
Mr. Vellucci	✓		
Mayor Ackermann	✓		
	9	0	0

QSSR
RF
A

First Publication 1775
City of Cambridge

GFP-3

IN CITY COUNCIL

July 2, 1973

Additional Library Loan

ORDERED:

That the sum of one hundred ninety-five thousand dollars (\$195,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted February 28, 1972, and July 2, 1973, and to meet said appropriation the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of one hundred ninety-five thousand dollars (\$195,000) at one time or from time to time under and pursuant to Chapter 44, Section 7, clause (3), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

Passed to a second reading at the meeting of
the City Council July 2, 1973 and after July 23
the question may be on adoption

Attest: Paul E. Healy

City Clerk

Amount 195,000.00

City of Cambridge

Final Publication No. 1778.

First Publication in the Chronicle Sun on July 12, 1973.

In City Council,

July 2, 1973.

ORDERED:

That the sum of one hundred ninety-five thousand dollars (\$195,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted February 28, 1972 and July 2, 1973, and to meet said appropriation the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of one hundred ninety-five thousand dollars (\$195,000) at one time or from time to time under and pursuant to Chapter 44, Section 7, Clause (3), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council, August 6, 1973.

Adopted by a yea and nay vote:- Yeas 9, Nays 0, Absent 0.

ATTEST:- Paul E. Healy, City Clerk

A true copy, ATTEST:- Paul E. Healy, City Clerk.

City of Cambridge

Final Publication No. 1778.

First Publication in the Chronicle Sun on July 12, 1973.

In City Council,

July 2, 1973.

ORDERED:

That the sum of one hundred ninety-five thousand dollars (\$195,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted February 28, 1972 and July 2, 1973, and to meet said appropriation the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of one hundred ninety-five thousand dollars (\$195,000) at one time or from time to time under and pursuant to Chapter 44, Section 7, Clause (3), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council, August 6, 1973.

Adopted by a yeas and nays vote:- Yeas 9, Nays 0, Absent 0.

ATTEST:- Paul E. Healy, City Clerk

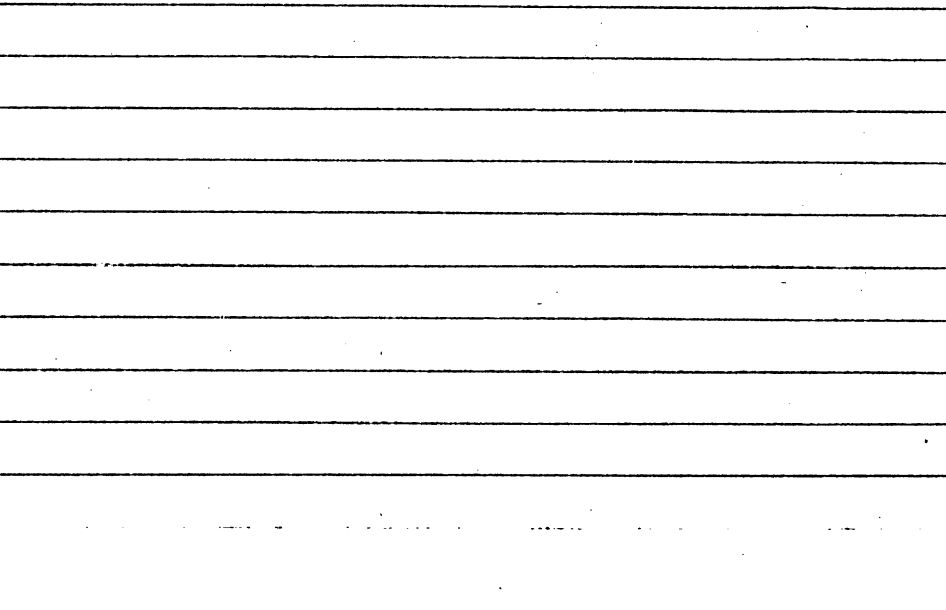
A true copy, ATTEST:- Paul E. Healy, City Clerk.

#3

FIRST PUBLICATION 1775

7/13/73

Dear Paddy E. Healy
City Clerk



Resolution #5 from Order # 195, etc

City of Cambridge

MASSACHUSETTS

In City Council August 6 1923

	YEA	NAY	ABSENT
Mr. Clinton	✓		
Mr. Danehy	✓		
Mr. Duehay	✓		
Mrs. Graham	✓		
Mr. Moncreiff	✓		
Mr. Owens	✓		
Mr. Sullivan	✓		
Mr. Vellucci	✓		
Mayor Ackermann	✓		
	9	0	0

RL
SL
RF
19



City of Cambridge

Calendar Item # 5.

IN CITY COUNCIL

August 6, 1973

ADDITIONAL LIBRARY LOAN

ORDERED:

That the sum of one hundred ninety-five thousand dollars (\$195,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by orders finally adopted February 28, 1972, and July 2, 1973, and to meet said appropriation the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of one hundred ninety-five thousand dollars (\$195,000) at one time or from time to time under and pursuant to Chapter 44, Section 7, Clause (3), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

In City Council Aug. 6, 1973

Adopted by yeas and nays Vote

Yeas 9 Nays 0 Absent 0

Paul E. Leahy City Clerk
CITY CLERK

#3

City of Cambridge

F-237

GFP-3

IN CITY COUNCIL

July 2, 1973

Additional Library Loan

ORDERED:

That the sum of one hundred ninety-five thousand dollars (\$195,000) be and hereby is appropriated for the purpose of constructing, originally equipping and furnishing a public branch library, said sum to be in addition to the amount appropriated for the same purpose by Orders finally adopted February 28, 1972, and July 2, 1973, and to meet said appropriation the City Treasurer with the approval of the City Manager is hereby authorized to borrow the sum of one hundred ninety-five thousand dollars (\$195,000) at one time or from time to time under and pursuant to Chapter 44, Section 7, clause (3), of the General Laws as amended and supplemented and to issue bonds or notes of the City therefore, each issue of such bonds or notes to be payable in not more than twenty (20) years from its date.

Passed to Final Reading -

Amount \$195,000.00

In City Council July 2, 1973
 Adopted by yeas and nays Vote
 Yeas 9 Nays 0 Absent 0

Paul E. Leahy
 CITY CLERK

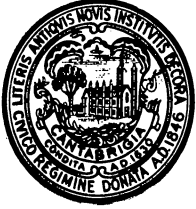
Library Loan \$195,000

Cal # 5

In City Council

August 6, 1973 to pass to be ordained

9-0-0



CITY OF CAMBRIDGE
PLANNING & DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

(617) 876-6800
EXTENSION 344

June 29, 1973

FINANCING - GFP PROJECT

CITY REQUIREMENTS

1) TOTAL PROJECT COSTS		2,528,985
1a. Construction cost	2,126,908	
1b. Other project costs	402,077	
2) FUNDS AVAILABLE		2,120,874
2a. Parking Fund	6-21-71	95,000
2b. Garage Loan	2-28-72	1,500,000
2c. Library Loan	2-28-72	440,000*
*reduced from \$500,000 by 2d		
2d. Federal library grant		60,000
2e. Test borings - 1969 Cap. Imp. Acc't		7,874
2f. Pl. & Dev. Staff Salaries - from 1971, 1972, 1973 Department accounts		18,000
3) ANTICIPATED FUNDS		250,000
Payment in lieu of land acquisition from C.H.A. per Land Disposition Agreement dated 3-9-73		
4) FUNDS AVAILABLE + ANTICIPATED		2,370,874
5) DIFFERENCE BETWEEN 1) and 4), i.e. ADDITIONAL FUNDS NEEDED BY CITY		158,111*
6) RECOMMENDED APPROPRIATION		166,000*
a. GFP-1 Parking Fund	65,000	
b. GFP-2 Library Loan Downpayment	6,000	
c. GFP-3 Library Loan	95,000	
*Rounded to \$166,000 to provide "cushion"		

* * * * *

7)	PARTIALLY DEFERRED PAYMENT OF 3) ANTICIPATED FUNDS		250,000
a.	To be paid by CHA upon execution of ground lease (early July)	150,000	
b.	CHA borrowing from City (added to Library Loan)	100,000	
8)	RECOMMENDED APPROPRIATION		
a.	GFP-1 Parking Fund	65,000	
b.	GFP-2 Library Loan Downpayment	6,000	
c.	GFP-3 Library Loan (includes 6c & 7b)	195,000	
d.	GFP-4 In lieu of land acquisition	150,000	
9)	FUNDS REQUIRED TO AWARD CONSTRUCTION CONTRACT		2,126,908
2b.	Garage Loan 2-28-72	1,500,000	
2c.	Library Loan 2-28-72	440,000	
2d.	Federal Library Grant 5-01-72	60,000	
6a.	GFP-1 Parking Fund 7-02-73	65,000	
6b.	GFP-2 Library Loan Downpayment 7-02-73	6,000	
7a.	GFP-4 Received from CHA, in lieu of land acquisition (early July, 1973)	150,000	
		2,221,000	

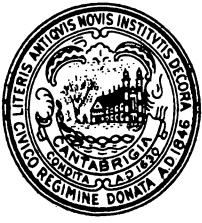
HOUSING AUTHORITY REQUIREMENTS

10)	TOTAL PROJECT COSTS		5,617,708
a.	Construction costs	4,807,908	
b.	Payment to City in lieu of land acquisition	250,000	
c.	Other project costs	559,800	
11)	FUNDS AVAILABLE		5,080,000
	Approved in letter from DCA dated June 22, 1973		
12)	ADDITIONAL FUNDS NEEDED BY C.H.A. 11)-12)		537,708
13)	ANTICIPATED SOURCES OF FUNDS		550,000
a.	Payment in lieu of land acquisition - cash GFP-4	150,000	

- b. Payment in lieu of land acquisition - 100,000
requested borrowing from City as
part of Library Loan - paid back
by CHA GFP-3
- c. Requested borrowing from City (GFP-5) 300,000
Chapter 121B, 20(2)

RECAPITULATION

GFP-1	Additional Central Square Garage Appropriation from Parking Fund; see 6a	65,000
GFP-2	Additional Library Loan "Downpayment", from current tax levy, see 6b	6,000
GFP-3	Additional Library Loan; see 6c and 13b	195,000
GFP-4	C.H.A. Payment in lieu of Land Acquisition; see 10c and 13a	150,000
GFP-5	Housing Project Loan (667-1); see 13c	300,000



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 876-6800

EXECUTIVE DEPARTMENT
JOHN H. CORCORAN
City Manager

June 29, 1973

The Honorable, the City Council
City Hall
Cambridge, MA 02139

Dear Councillors:

In my message to your Honorable Body of June 19, 1973, I stated that we would be ready to proceed with construction of the Green-Franklin-Pearl multi-use project if we received about \$160,000 additional appropriations. Enclosed are appropriation and loan orders, identified as GFP-1, GFP-2 and GFP-3, which if acted favorably upon by your Honorable Body would meet the City's obligation to this project.

I also pointed out, however, that the Cambridge Housing Authority was \$700,000 short of its required budget and that the Department of Community Affairs (D.C.A.) was unwilling to proceed unless the City of Cambridge was prepared to share a greater burden of the total costs. In response to that decision, I appealed to Secretary Atkins and Secretary Leff for assistance encouraging D.C.A. to live up to their full commitments to this fine project. I further instructed the staff of the Department of Planning and Development, working with our bond counsel, Ropes and Gray, to research all possible fiscal alternatives by which we could encourage D.C.A. to live up to its full commitment.

The proposal that I submit to you now is, frankly, not one which appeals to me. It is simply the only alternative remaining that is workable within the time available. We have developed a feasible solution to the CHA funding problems which does not add to the burden of the Cambridge taxpayers. The D.C.A., however, will not pay the full \$700,000 required by the CHA initially.

Therefore, the Housing Authority is requesting that the City of Cambridge loan it the difference between the approved D.C.A. budget figure and total CHA project costs. In return, D.C.A. has agreed to stand behind the Housing Authority in full repayment, of principal and interest, to the City of Cambridge. This arrangement should have no effect on the Cambridge taxpayer since the Housing Authority is using our ability to borrow money.

D.C.A. has approved payments of competitive rentals on the new CHA central office space in the GFP project sufficient to repay its loan obligation to the City. In addition, D.C.A. has agreed to make deferred payments in lieu of land acquisition, over a ten-year period, to cover \$100,000 of its \$250,000 obligation. Thus, only \$150,000 will be paid initially to the City, requiring the City to borrow \$100,000 to meet our requirements for the library.

June 29, 1973

In other words, the City of Cambridge is, in a sense, being asked to function as a bank to cover the CHA budgetary deficiency. The CHA will repay the amounts necessary in the form of annual rentals fees and payments in lieu of land acquisition generated by the GFP project, to cover the full debt service incurred by the City of Cambridge. This arrangement is acceptable to D.C.A. and has received their written approval.

Therefore, in the light of the circumstances presented to us by the result of the construction bids and the loan requests from the CHA, we need the following amounts appropriated to the GFP project:

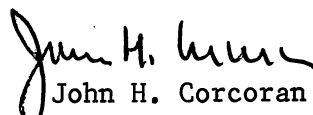
- GFP-1 \$65,000 from the Parking Fund
- GFP-2 \$195,000 increase in library loan order of Feb. 28, 1972
- GFP-3 \$6,000 library loan downpayment
- GFP-4 \$150,000 received from CHA as payment in lieu of land acquisition
- GFP-5 \$300,000 loan order for CHA

In order to complete the financial arrangements for this project and move it into construction, I recommend to your Honorable Body that all of the above appropriations and transfers be approved.

In the forthcoming week the bidding period will run out and we want to hold the low bidder, Northgate Construction Corporation. I wish to announce the award of the construction contract after favorable action by your Honorable Body on all the appropriations I have recommended. We will have enough money to award the contract, after Monday, but we will not have enough money to cover all project costs until the loan orders are passed. Passage of a loan order requires three readings and several weeks' time. We do not have enough time to wait for the three readings and advertising for the loan order before the bidding period expires. This is a most irregular procedure which I would not submit to you if there were any other alternative.

We have all travelled through a long and difficult planning period to produce this bold and imaginative multi-use project. Aside from the direct public benefits which we expect to produce, I feel that the hard work and good cooperation shown by the many citizens and local officials who were involved in the Green-Franklin-Pearl project is admirable. At a time when several issues of public concern have served to create divisions among various groups within the Cambridge community, the GFP project stands out as an example of one program which has drawn the citizens and the various agencies and departments of our City closer together.

Very truly yours,


John H. Corcoran
City Manager

JHC:ms
Enclosures

237

Agenda # 1

Transmitting communication from John H. Corcoran, City Manager relative to the Green-Franklin projects together with accompanying orders.

7/2/1973

Five Orders Adopted

D. Sullivan moved LR

to move Reconsideration

Reconsideration failed

2 Publications on
the City Council,

Board Expires July 2, 1973

ll/A # 3 and # 5

are required

lssn/A # 3 and # 5

four Orders Adopted -

Cal # 5 and # 6

Aug 6 - 73