

LEASE

BETWEEN

RADCLIFFE COLLEGE

AND

THE CITY OF CAMBRIDGE

I N D E X

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LEASE

This instrument is an Indenture of Lease between RADCLIFFE COLLEGE, a Massachusetts corporation (the "Landlord") and THE CITY OF CAMBRIDGE, a municipal corporation (the "Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE I
SUMMARY OF BASIC LEASE PROVISIONS

1.1. BASIC DATA:

Date:	* AUG. 9, 1979 July , 1979
Landlord:	RADCLIFFE COLLEGE
Present Mailing Address of Landlord:	10 Garden Street Cambridge, Mass. 02138
Tenant:	THE CITY OF CAMBRIDGE
Present Mailing Address of Tenant:	City Hall Cambridge, Mass. 02139
Premises:	A portion of the first floor of the building at 245 Concord Avenue, Cambridge, Massachusetts, which portion contains about 1,300 square feet. The Premises are shown on Exhibit "P".
Lease Term:	Thirty-six (36) calendar months (plus the partial month, if any, immediately following the Commencement Date).
Commencement Date:	As set forth in Section 3.1.
Tenant's Construction and Fixture Period:	From date of this Lease through September 22, 1979.
Rent:	Six Thousand Five Hundred Dollars (\$6,500) per year, payable as set forth in Section 4.1.
Security Deposit:	None.
Extension Privileges:	None.

ARTICLE II
DESCRIPTION OF PREMISES
AND APPURTENANT RIGHTS

2.1. LOCATION OF PREMISES. The Landlord hereby leases to the Tenant, and the Tenant hereby accepts from the Landlord, a portion of the first floor of the building (the "Building") owned by the Landlord at 245 Concord Avenue, Cambridge, Massachusetts, which portion contains about 1,300 square feet.

- 2.2. NO APPURTENANT RIGHTS. The Tenant shall have no rights to use any portion of the Building other than the Premises, or to use any land on which the Building is located except as such latter use is necessary for access and egress to the Premises.

Not included in the Premises are the ceiling, the floor and all perimeter walls except the inner surfaces thereof and the perimeter doors and windows and any other glass surfaces. The Tenant agrees that the Landlord shall have the right to place in the Premises (but in such manner as not unreasonably to interfere with the Tenant's use of the Premises) utility lines, pipes and the like, and to replace and maintain and repair such utility lines, pipes and the like, in, over and upon the Premises. Such utility lines, pipes and the like, which serve only the Tenant shall be treated as part of the Premises.

ARTICLE III TERM OF LEASE

- 3.1. COMMENCEMENT DATE. The term of this Lease shall be the period specified in Section 1.1. hereof as the "Lease Term". The term of this Lease shall commence on, and the Commencement Date shall be, the first to occur of:
- a) the end of the Tenant's Construction and Fixture Period, specified in Section 1.1.; or
 - b) the date upon which the Tenant opens its use in the Premises.
- 3.2. CONDITION OF PREMISES. The Premises are delivered to the Tenant in their present condition. Other than as elsewhere in this Lease expressly provided the Landlord shall have no obligation to do any work with respect to the Premises.
- 3.3. TENANT'S WORK. Tenant's Construction and Fixture Period, specified in Section 1.1, shall commence upon the date of this Lease. Tenant shall, during Tenant's Construction and Fixture Period, perform, at Tenant's own cost and expense, all of Tenant's work set forth in Exhibit "T", and shall equip the Premises with all fixtures and personal property suitable to Tenant's use of the Premises.

Insurance: Prior to commencement of the Tenant's work and until completion thereof, or commencement of the term of the Lease, whichever is the last to occur, the Tenant shall maintain, or cause to be maintained, casualty insurance (in builder's risk form where such form is required to effect the coverage required hereby) covering the Landlord and the Landlord's agents and employees, the Tenant and the Tenant's contractors, as their interests may appear, against loss or damage which shall include but not be limited to that caused by fire, vandalism and malicious mischief and water damage and sprinkler leakage and such other risks as are customarily covered by the so-called "extended coverage endorsement" or other available endorsements upon all the Tenant's work in place, and all materials stored at the site of the Tenant's work and all materials, equipment, all while forming a part of, or contained in, such improvements or temporary structures while on or about the Premises, all to the full insurable value thereof at all times. In addition the Tenant agrees to require all contractors and subcontractors engaged in

the performance of the Tenant's work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's work and until completion thereof, the following insurance coverages:

- a) Workmen's Compensation Insurance in accordance with the laws of Massachusetts, including Employer's Liability Insurance, to the limit of \$100,000.
- b) Comprehensive General Liability Insurance, including completed operations, contractual operations and independent contractors coverages (excluding Automobile Liability) against bodily injury, including death resulting therefrom, to the limits of \$500,000 for any one person and \$1,000,000 for more than one person in any one accident and against property damage to the limit of \$500,000.
- c) Automobile Insurance, including "non-owned" automobiles, against bodily injury, including death resulting therefrom, to the limits of \$200,000 for any one person and \$500,000 for more than one person in any one accident and against property damage to the limit of \$100,000.

Prior to the commencement of the Tenant's work, the Tenant shall deliver to the Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancellable and non-amendable without twenty (20) days' prior notice to the Landlord.

ARTICLE IV RENT

- 4.1. RENT. Tenant agrees to pay the annual rent to the Landlord at the Landlord's mailing address, or at such other place as the Landlord shall from time to time designate by notice. Such rent shall be paid without offset or deduction, monthly, in advance, on the Commencement Date, and the first day of each and every calendar month during the Lease Term, each monthly payment to be Five Hundred Forty-one and 67/100 Dollars (\$541.67), prorated for any partial month.

ARTICLE V USE OF THE PREMISES

- 5.1. PERMITTED USES. The Premises shall be used solely as a public library and for no other purpose.

The Tenant, at its expense, shall comply with all rules, orders and regulations of governmental authorities now or hereafter in force and with any lawful direction of any public officer, in each case to the extent the same are applicable to the Premises or the use and maintenance thereof. If the Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises or the use and maintenance thereof, it shall give prompt notice thereof to the Landlord.

The Tenant shall not place on the exterior or perimeter walls (including both interior and exterior surfaces of walls, windows and doors) of the Premises or on any part of the Building outside the Premises, any letters,

signs, symbol, advertisement or the like visible to public view without the prior consent of the Landlord.

The Tenant shall not place a load upon any floor of the Premises exceeding the load which such floor was designed to carry or that which is allowed by law, whichever is less. The Landlord reserves the right to limit the weight of safes and other heavy objects and to designate their position. The Tenant shall not commit, or suffer to be committed any waste upon the Premises or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other user of the Building. Unless Landlord shall otherwise consent in writing thereto, Tenant shall not use the Premises except on Monday through Friday, between the hours of 9:00 A. M. and 9:00 P.M.

- 5.2. ALTERATIONS. After initial completion of any work to be done by Tenant, for which provision is made herein, the Tenant shall not alter or add to the Premises, except in accordance with prior written consent from the Landlord.

All alterations, additions and improvements made by the Tenant to the Premises shall remain therein and, at termination of the Lease, shall be surrendered as a part thereof, except for trade fixtures and equipment installed prior to or during the term of this Lease at the Tenant's cost which fixtures and equipment may be removed by the Tenant if the Tenant is not then in default hereunder and if such removal shall not result in permanent damage to the Premises or the Building. The Tenant shall remove such fixtures and equipment at the termination of the Lease if requested to do so by the Landlord. The Tenant shall at its expense promptly repair any and all damage to the Premises or the Building resulting from any such removal.

ARTICLE VI ASSIGNMENT AND SUBLETTING

- 6.1. PROHIBITION. Notwithstanding any other provisions of this Lease, the Tenant shall not assign or otherwise transfer this Lease or any interest herein, voluntarily or by operation of law, or sublet (which term, without limitation, shall include granting of concessions, licenses and the like) or allow any other person to occupy the whole or any part of the Premises, without, in each instance, the prior written consent of the Landlord, and, in any case, where the Landlord shall consent to such assignment, other transfer or subletting, the Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease. It shall be a condition of the validity of any permitted assignment or other transfer or subletting that the assignee or transferee or sublessee agree directly with the Landlord, in form satisfactory to the Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

ARTICLE VII
RESPONSIBILITY FOR REPAIRS

7.1. REPAIRS. From and after the date that possession of the Premises is delivered to the Tenant and until the end of the Lease Term, the Tenant shall keep the Premises and every part thereof (including all glass) neat and clean and in good order, condition and repair, reasonable wear and tear and damage by unavoidable casualty only excepted; and the Tenant shall surrender the Premises at the end of the Lease Term in such condition. Further, the Tenant shall at its expense keep all sidewalks and areas adjacent to the Premises free of ice, snow, debris and obstructions.

The Landlord agrees to keep in good order, condition and repair, the roof, the load-bearing portions of the Premises and the central heating and cooling systems of the Building (as they affect the Premises) except for any condition caused by any act or neglect of the Tenant or any contractor of the Tenant or any party for whose conduct the Tenant is responsible. Except for repairs for which the Landlord may be responsible under the terms of other provisions of this Lease dealing with fire, casualty or eminent domain, the Landlord shall not be responsible to make any improvements or repairs in the Premises other than such repairs to the roof, the load bearing portions and the central heating and cooling systems of the Premises and the Landlord shall not be liable for any failure to make such repairs unless the Tenant has given notice to the Landlord of the need to make such repairs and the Landlord has failed to commence to make such repairs within a reasonable time thereafter.

Whenever the Tenant shall make repairs, alterations, decorations or improvements to the Premises:

- a) No material or equipment shall be incorporated in or added to the Premises in connection with any such repair, alteration, decoration or improvement which is subject to or claimed to be subject to any lien, charge, mortgage, or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanics' or materialmen's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, the Tenant shall be immediately discharged by the Tenant, at the Tenant's expense, by filing the bond required by law or otherwise. If the Tenant fails so to discharge any lien, the Landlord may do so at the Tenant's expense and the Tenant shall reimburse the Landlord for all expenses and costs incurred by the Landlord in so doing immediately after rendition of a bill therefor by the Landlord to the Tenant.
- b) All installations or work done by or for the Tenant shall be at its own expense and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising

similar functions, and governing insurance rating bureaus; (iii) plans and specifications (which shall be prepared by and at the expense of the Tenant) theretofore submitted to and approved in writing by the Landlord.

- c) The Tenant shall procure all necessary permits before undertaking any work in the Premises and shall do all such work in a good and workmanlike manner, employing new materials of good quality and shall defend, save harmless, exonerate and indemnify the Landlord from all injury, loss or damage to any person or property occasioned by such work. Except as otherwise provided in Section 3.3. the Tenant shall cause contractors employed by the Tenant to carry Workmen's Compensation Insurance in accordance with statutory requirements and Comprehensive Public Liability Insurance and Automobile Liability Insurance covering such contractors on or about the Premises in amounts reasonably acceptable to the Landlord and to submit certificates evidencing such coverage to the Landlord prior to the commencement of and during the continuance of such work.

ARTICLE VIII

SERVICES TO BE FURNISHED BY THE LANDLORD

- 8.1. ELECTRIC CURRENT. The Landlord shall pay for electricity needed to power normal lighting and light office equipment. Tenant shall pay, on a monthly basis and in amounts reasonably determined by Landlord, for any electricity costs incurred in operating other types of appliances.
- 8.2. SERVICES. The Landlord shall be responsible to provide only the following services:
- a) hot and cold water shall be furnished to the Premises for ordinary cleaning, toilet, lavatory and drinking purposes;
 - b) heating and cooling shall be furnished to the Premises during the normal heating and cooling seasons on Mondays through Fridays from 9:00 A.M. to 9:00 P.M. Tenant shall exercise all reasonable efforts to minimize requirements for heating and cooling of the Premises.
- 8.3. CAUSES BEYOND CONTROL OF THE LANDLORD. The Landlord shall in no event be liable for failure to furnish services to the Tenant as required hereunder when prevented from doing so (or limited in its ability to do so) by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond the Landlord's reasonable control, or for any cause due to any act or neglect of the Tenant or the Tenant's servants, agents, employees, licensees or any person claiming by, through or under the Tenant, and in no event shall the Landlord ever be liable to the Tenant for any indirect or consequential damages.

ARTICLE IX
INDEMNITY AND PUBLIC LIABILITY INSURANCE

9.1. THE TENANT'S INDEMNITY. From the date on which the Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as the Tenant is in occupancy of any part of the Premises, the Tenant shall indemnify and save harmless the Landlord, the directors, officers, agents and employees of the Landlord and those in privity of estate with the Landlord, from and against all losses, claims, expenses or liability of whatever nature (including, without limitation, damage or loss to the Premises or the Building) arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants or employees, or the failure of the Tenant or such persons to comply with any rule, order, regulation or lawful direction now or hereinafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the Tenant's use thereof, or arising directly or indirectly from any accident, injury or damage, however caused, to any person or property on or about the Premises; provided, however, that in no event shall the Tenant be obligated under this Section 9.1. to indemnify the Landlord, the directors, officers, agents and employees of the Landlord, or those in privity of estate with the Landlord, where such loss, claim, expense or liability arose from any omission, fault, negligence or other misconduct of the Landlord or such persons on or about the Premises or the Building.

This indemnity and hold harmless agreement shall include indemnity against all losses, claims, expenses or liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

9.2. PUBLIC LIABILITY INSURANCE. The Tenant agrees to maintain in full force from the date upon which the Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as the Tenant is in occupancy of any part of the Premises, a policy of comprehensive public liability insurance in the broadest form such coverage is from time to time available in the jurisdiction of the Premises, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or elsewhere and under which the Landlord, and such other persons as are in privity of estate with the Landlord (as may be set forth in a notice given from time to time by the Landlord) and the Tenant are named as insureds, as their respective interests appear, each with the same effect as if separately insured.

Each such policy shall be non-cancellable and non-amendable with respect to the Landlord and such designees of the Landlord without twenty (20) days' prior notice to the Landlord, and a duplicate original or certificate thereof and evidence of payment of premiums shall be delivered to the Landlord. The minimum limits of liability of such insurance shall be three hundred thousand dollars (\$300,000) for bodily injury or death to any one person, and five hundred thousand dollars (\$500,000) for bodily injury or death to more than one person, and one hundred thousand dollars (\$100,000) with respect to damage to property. The Landlord shall have the right from time to time to increase such minimum limits upon notice to the Tenant.

9.3. THE TENANT'S RISK. The Tenant agrees to use and occupy the Premises and to use areas adjacent to the Building at the Tenant's own risk; and the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant.

9.4. INJURY CAUSED BY THIRD PARTIES. The Tenant agrees that the Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying or using adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Building, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under the Tenant, or its or their property, from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas, sewer or steam pipes.

ARTICLE X
THE LANDLORD'S ACCESS TO PREMISES

10.1. THE LANDLORD'S RIGHT OF ACCESS. The Landlord shall have the right to enter the Premises at all reasonable hours for the purpose of inspecting or of making repairs to the same. To assure access by the Landlord to the Premises, the Tenant shall provide the Landlord with duplicate copies of all keys used by the Tenant in providing access to the Premises.

ARTICLE XI
CASUALTY

11.1. DAMAGE TO THE BUILDING. If during the Lease Term there shall be damage to the Building by fire or other casualty and if such damage shall materially interfere with the Tenant's use of the Premises as contemplated by this Lease, the Landlord shall promptly restore the Building to the extent reasonably necessary to enable such use by the Tenant of the Premises, unless the Landlord, within forty-five (45) days after the occurrence of such damage, shall give notice to the Tenant of the Landlord's election to terminate this Lease. If the Landlord shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

11.2. ABATEMENT OF RENT. If during the Lease Term the Building shall be damaged by fire or casualty and if such damage shall materially interfere with the Tenant's use of the Premises as contemplated by this Lease, a just proportion of the rent payable by the Tenant hereunder shall abate proportionately for the period in which, by reason of such damage, there is such interference with the Tenant's use of the Premises.

11.3. MISCELLANEOUS. In no event shall the Landlord have any obligation to make any repairs under this ARTICLE XI if prevented from doing so by reason of any cause beyond the Landlord's control, including without limitation, the requirements of any applicable laws, rules or regulations.

ARTICLE XII
EMINENT DOMAIN

12.1. RIGHTS OF TERMINATION FOR TAKING. If the Premises, or any portion thereof, shall be taken by condemnation or

right of eminent domain (including a temporary taking) this Lease shall terminate on the date the Tenant is deprived of possession.

12.2. PAYMENT OF AWARD. The Landlord shall have and hereby reserves and excepts, and the Tenant hereby grants and assigns to the Landlord, all rights to recover for damages to the Building, the land on which the same is located, as aforesaid, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. The Tenant covenants to deliver such further assignments and assurances thereof as the Landlord may from time to time request, hereby irrevocably designating and appointing the Landlord as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments thereof.

ARTICLE XIII INSURANCE

13.1. NON-SUBROGATION. Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Premises are located (even though extra premium may result therefrom): the Landlord and the Tenant mutually agree that, with respect to any hazard which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

13.2. EXTRA HAZARDOUS USE. The Tenant covenants and agrees that the Tenant will not do or permit anything to be done in or upon the Premises, or bring in anything or keep anything therein, which shall invalidate or be in conflict with insurance coverage maintained by or for the Landlord with respect to the Building or which shall increase the rate of insurance on the Premises or on the Building above the standard rate applicable to the Premises in the area being occupied for the use to which the Tenant has agreed to devote the Premises; and the Tenant further agrees that, in the event that the Tenant shall do any of the foregoing, the Tenant will promptly pay to the Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

ARTICLE XIV DEFAULT

14.1. TENANT'S DEFAULT. If:--

- a) the Tenant shall fail to pay the rent or other charges on or before the date on which the same becomes due and payable, or
- b) the Tenant shall fail to perform or observe any other term or condition contained in this Lease and the Tenant shall not commence to cure such failure within ten (10) days after notice from the Landlord thereof and promptly and diligently complete the curing of the same,

then, and in any of said cases (notwithstanding any license of a former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Landlord may, to the maximum extent permitted by law, without prejudice to any remedies which might otherwise be available for arrears of rent or preceding breach of covenant, immediately or at any time thereafter while such failure continues, terminate this Lease by giving notice to the Tenant. The Tenant covenants and agrees, notwithstanding such termination of this Lease, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated, but, in the event the Premises or any part thereof shall be relet (which may be for a period extending beyond the Lease Term) by the Landlord, the Tenant shall be entitled to a credit in the net amount of rent received by the Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodelling costs, brokerage fees and the like), and in collecting the rent in connection therewith, in the following manner:

Amounts received by the Landlord after reletting and for the remainder of what would have been the Lease Term had the Tenant fully complied with the terms of this Lease (and no other special event allowing termination had occurred), shall first be applied against the Landlord's expenses, until the same are recovered, and until such recovery, the Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which the Tenant is obligated to pay under the terms of this Lease (the Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that such reletting might be for a rent higher than the rent provided for in this Lease); when and if such expenses have been completely recovered, the amounts received from reletting by the Landlord as have not previously been applied shall be credited against the Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount thereof shall be payable by the Tenant.

As an alternative, at the election of the Landlord, the Tenant shall upon any such termination of this Lease pay to the Landlord as damages such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to the Landlord under this Lease for the remainder of what would have been the Lease Term if the Lease terms had been fully complied with by the Tenant (and no other special event allowing termination had occurred) over the cash rental value of the Premises as of the date of termination for the balance of such period.

Nothing herein contained shall be construed as limiting or precluding the recovery by the Landlord against the Tenant of any sums or damages to which, in addition to the damages particularly provided above, the Landlord may lawfully be entitled by reason of any default hereunder on the part of the Tenant.

- 14.2. THE LANDLORD'S DEFAULT. The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

ARTICLE XV MISCELLANEOUS PROVISIONS

- 15.1. WAIVER. Failure on the part of the Landlord or the Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by the Tenant or the Landlord, respectively, of any of their rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Landlord or the Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord or the Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Landlord's or the Tenant's consent or approval to or of any subsequent similar act by the other.
- 15.2. COVENANT OF QUIET ENJOYMENT. Subject to the terms and provisions of this Lease and on payment of the rent and other charges and compliance with all of the terms and provisions of this Lease, the Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof, without hindrance or ejection by the Landlord or by any persons lawfully claiming under the Landlord. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.
- 15.3. NO PERSONAL LIABILITY OF THE LANDLORD. The Tenant agrees to look solely to the Landlord's then equity interest in the Building at the time owned, for recovery of any judgment from the Landlord; it being specifically agreed that neither the Landlord nor any successor in interest to the Landlord shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to the Tenant. The provision contained in the foregoing sentence is not intended to and shall not limit any right that the Tenant might otherwise have to obtain injunctive relief against the Landlord or the Landlord's successors in interest. The covenants of the Landlord contained in this Lease shall be binding upon the Landlord and the Landlord's successors only with respect to breaches occurring during the Landlord's and the Landlord's successors' respective periods of ownership of the Landlord's interest hereunder.
- 15.4. NO BROKERAGE. The Tenant warrants and represents that the Tenant has dealt with no broker in connection with the consummation of this Lease and, in the event of any brokerage claims against the Landlord predicated upon

prior dealings with the Tenant named herein, the Tenant agrees to defend the same and indemnify the Landlord against any such claim.

- 15.5. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease, or the application thereof to any 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 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.
- 15.6. PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give consent to a particular assignment as required by those provisions of ARTICLE VI hereof.
- 15.7. NOTICES. Whenever, by the terms of this Lease, notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid:

If intended for the Landlord, addressed to the Landlord at the address set forth in the first page of this Lease, or to such other address or addresses as may from time to time hereafter be designated by the Landlord by like notice.

If intended for the Tenant, addressed to the Tenant at the address set forth on the first page of this Lease or to such other address or addresses as may from time to time hereafter be designated by the Tenant by like notice.

All such notices shall be effective when deposited in the United States mail.

- 15.8. PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
- 15.9. SELF-HELP. The Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of the Tenant to perform any of the provisions of this Lease, and in the event of the exercise of such right by the Landlord, the Tenant agrees to pay to the Landlord forthwith upon demand all such sums; and if the Tenant shall default in such payment, the Landlord shall have the same rights and remedies as the Landlord has hereunder for the failure of the Tenant to pay the rent.

15.10.HOLDING OVER. Any holding over by the Tenant after the expiration of the term of this Lease shall be treated as-a tenancy at sufferance at the rents and other charges specified herein (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this Lease, so far as applicable.

15.11.SELF-INSURANCE. The Tenant represents to the Landlord that at the present time it acts as a self-insurer with respect to all risks and does not intend to purchase insurance coverage of any kind. Accordingly, the Landlord hereby agrees that requirements for the procurement by the Tenant of insurance coverage set forth in Sections 3.3 and 9.2 are hereby waived unless and until such time as the Tenant shall no longer act as a self-insurer or shall in other circumstances purchase insurance coverage of the type referred to in said Sections. Such waiver shall not in any way relieve the Tenant of its other obligations set forth in said Sections. Additionally, the Tenant shall require all independent contractors and subcontractors doing work on or about the Premises for the Tenant to maintain the insurance coverage required by said Section 3.3 and to execute for the benefit of the Landlord provisions indemnifying Landlord as set forth in AIA Document A101 (1977 edition), Section 4.18.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, as of the date set forth above.

LANDLORD: RADCLIFFE COLLEGE

By *Arthur M. Moran*
Its

Hereunto duly authorized
* *Administrative Assistant to the President*
TENANT: THE CITY OF CAMBRIDGE

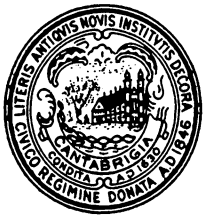
By *James L. Sullivan*
James L. Sullivan,
City Manager

By *Joseph Sakey*
Joseph Sakey,
Library Director

Russell B. Higley
Russell B. Higley
City Solicitor

*On August 11, 1979 at 10:05 A.M. Mrs. Louise Donovan
Secretary to the President of Radcliffe, called to
indicate the starred items be written on the
lease document.*

*Joseph Sakey
August 10, 1979*



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

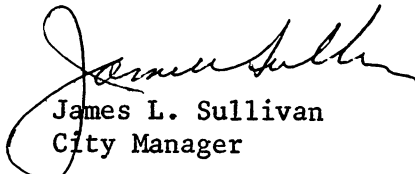
EXECUTIVE DEPARTMENT
JAMES L. SULLIVAN
City Manager

September 10, 1970

To the Honorable, the City Council:

With respect to Awaiting Report Item No. 7, City Council Order No. 28 of April 23, 1979, regarding the arrangement with Radcliffe College with respect to the Observatory Hill Library problem, please be advised that the City has entered into a lease agreement with Radcliffe and a copy of this lease is on file with the City Clerk's Office.

Very truly yours,


James L. Sullivan
City Manager

JLS/b

Agenda #4

S-483

Response to Awaiting Report No. 7 re: arrangement with Radcliffe College with respect to the Observatory Hill Branch Library.

In City Council,
Sept. 10, 1979

9/10/79

Placed on File