

LEASE AGREEMENT

LEASE made this 11th day of July, 2014, between LONGVIEW CORPORATION, a Massachusetts Corporation of Cambridge, Massachusetts, (together with its successors and assigns, the "Lessor") and Avram Noam Chomsky (together with his/her/their heirs, executors, administrators, and assigns, the "Lessee").

For purposes of this Lease, any action, consent or approval required by the Lessor, unless otherwise provided in this Lease, shall be taken, granted or withheld in Lessor's sole and absolute discretion by vote of the Lessor's Board of Directors in accordance with the Lessor's Bylaws, as the same may be amended or modified and in force and effect from time to time.

The Lessor is the Owner of the buildings numbered 983-984 and 985-986, each located on Memorial Drive, Cambridge, Massachusetts (collectively, the "Buildings"), and the parking lot numbered 18-18R Gerry Street, Cambridge, Massachusetts.

The Lessee is the owner and holder of 70 shares of the capital stock of the Lessor, which entitles the Lessee to this proprietary lease of Apartment 404, in the Building numbered 984 and Storeroom No. 4-404, in the Building numbered 984 Memorial Drive (said apartment and storeroom, collectively, the "Unit").

In consideration of the mutual covenants hereinafter set forth, it is agreed by and between the Lessor and the Lessee as follows:

1. **Premises Leased.**

The Lessor hereby demises and leases the Unit unto the Lessee, together with the right to use in common with others the stairways, halls, laundry, elevators, garden and such other parts of the Buildings as shall from time to time be open to common use by the tenants thereof.

2. **Deposit of Shares.**

Concurrently with the execution of this Lease, the Lessee shall deposit with the Lessor Certificate No. 582 for 70 shares of capital stock of the Lessor to be held by the Lessor as additional security for the performance by the Lessee of Lessee's covenants and obligations herein.

3. **Ownership of Leasehold.**

(a) Except as otherwise permitted by the Lessor, in its sole and absolute discretion the leasehold interest hereunder shall be held by a single natural person, except that a married or unmarried couple or domestic partners may hold the leasehold interest as joint tenants or tenants by the entirety. If more than one person is named as the Lessee or other entity hereunder, the Lessor shall have the right to require the signatures

of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including, without limiting the generality of the foregoing, surrender or assignment of this Lease, or any request for consent to assignment or subletting. Each person named as the Lessee shall be jointly and severally liable for all of the Lessee's obligations hereunder. Any notice by the Lessor to any person named as the Lessee shall be sufficient and have the same force and effect as though given to all persons named as the Lessee.

(b) Other forms of ownership of the Lessee's shares of capital stock or leasehold interest may be allowed by the Lessor, in its sole and absolute discretion, if approved in writing by a majority of the Board, with advice from counsel. Provided that prior approval has been so granted by the Lessor, a Lessee may use a trust instrument to hold the Lessee's shares of capital stock or leasehold interest during the Lessee's lifetime, to a trust established within the United States if, and only if, the following conditions are met: (i) A separate agreement at time of transfer or assignment is signed between the Lessor and the representative of the entity receiving the transfer or assignment indicating that the transfer is specifically for purposes of estate administration and that the leasehold interest will not be further transferred or assigned except according to the restrictions on transfer set forth in this Lease. (ii) The new entity will be bound by each and every agreement undertaken by the Lessee. (iii) There shall be no change in occupancy without specific approval from the Lessor, which approval shall be granted or withheld in the Lessor's sole and absolute discretion. (iv) If there is a surviving spouse or domestic partner who is not a beneficiary, the shares of capital stock and the leasehold interest cannot be held in this trust entity longer than thirteen (13) months and if held longer than thirteen (13) months, in addition to all other remedies reserved to Lessor pursuant to Sections 16, 17, and 34 of this Lease, the representative of the entity shall be obligated to pay to the Lessor a penalty set by the Lessor from time to time in its sole and absolute discretion and uniformly applied until the original Lessee's shares of capital stock and leasehold interest are transferred and assigned as specified in this subsection 15(d), together with all costs and expenses of collection including reasonable attorney's fees incurred by the Lessor. The Lessor may in its sole and absolute discretion grant extensions of time to this thirteen (13) month period. A shareholder making a request for an exception in ownership agrees to pay all costs and expenses including reasonable attorney's fees incurred by the Lessor in evaluation and approval of the request.

4. Term of Lease.

The term of this Lease shall be for the period of one year from the date hereof, unless sooner terminated as herein provided. This Lease shall thereafter be automatically extended from year to year unless the Lessee shall have given written notice, not less than sixty (60) days in advance, that the Lessee is electing to terminate the Lease. Upon such termination the Lessee shall transfer ownership of the Lessee's shares of capital stock to the Lessor or any other permitted purchaser pursuant to and in accordance with the terms of this Lease, the Bylaws of the Lessor (as amended from time to time, the "Bylaws"), and the Articles of Organization of the Lessor (as amended from time to time, the "Articles of Organization"). No such termination will be effective unless and until the

Lessee's transfer of ownership of the Lessee's shares of capital stock has been completed in accordance with all applicable requirements.

5. Monthly and Other Charges.

(a) At least thirty (30) days prior to the commencement of each fiscal year of the Lessor, the Lessor shall adopt a budget based on its estimate of the common charges expected to be incurred during such fiscal year, in connection with the ownership, financing, maintenance, and operation of the Buildings, parking spaces, and grounds, including but not limited to real estate taxes, assessments, utility charges, insurance, repairs and all other operating costs, capital improvements, mortgage or other loan payments, the payment of any other charges or liens applicable to said premises or their operation or maintenance, the meeting of deficits from previous years if any, and the creation of contingency and reserve accounts (the "Common Charges"), and after taking into account any undistributed surplus from prior years. The Lessor shall determine the annual assessment for the Common Charges to be made for such fiscal year and the allocation thereof to be made to each lessee, based upon the number of shares of capital stock of the Lessor owned by each lessee divided by the total number of shares of capital stock of the Lessor authorized, issued and outstanding (the "Co-op Percentage Share"). The Lessor shall promptly furnish copies of the budget on which such assessment is based to the Lessee, and, if requested, to Lessee's mortgagee, together with a statement for Lessee's respective portion of such assessment. In the event that the Lessor fails or neglects to promulgate such budget, then the budget for the immediately preceding year shall be deemed to be in effect until the Lessor promulgates a current budget. The Lessor shall not be obligated to render monthly statements to the Lessee. The Lessor shall periodically review, and if deemed appropriate, adjust the budget to reflect its estimate of the amount of money which, in its judgment, will be required to pay the Common Charges during the current or ensuing years, taking into consideration prospective income or surplus, if any, for the payment of current and/or future expenses and outlays by the Lessor in connection with the Common Charges. Any adjustment to the Common Charges shall be allocated to the Lessee based on the Co-op Lessee's Percentage Share and the Lessee's Monthly Co-op Charges, as defined in subsection 5(b), shall be adjusted accordingly.

(b) The Lessee shall pay the his or her portion of such Common Charges assessment in equal monthly installments (the "Monthly Co-op Charges") to the Lessor payable in advance on the first day of each month, commencing _____, 2014. Unless otherwise notified in writing by the Lessor, payment of the Monthly Co-op Charges and any Special Assessments made pursuant to subsection 5(c) of this Lease are to be made payable to Longview Corporation and shall be delivered or mailed by Lessee to the Lessor's managing agent, currently Thayer & Associates, Inc. at 1812 Massachusetts Avenue, Cambridge, MA 02140 (the "Managing Agent").

In the event any payments due hereunder, including service charges or such other amounts which are to be payable to the Lessor, shall remain unpaid after more than ten (10) days after the same is due, a late fee of \$50.00 (or as revised by the Lessor in the Rules and Regulations) will be added to the payment due. If payment is not received in

30 days, the Lessee shall be obligated to pay interest on the first day of each month on such unpaid amounts at the rate of 1 and 1/2 % per month (or as revised by the Lessor in the Rules and Regulations), together with all costs and expenses of collection, including without limitation, attorney's fees and court costs incurred by the Lessor.

(c) The Lessor may determine at any time that an emergency exists which requires additional funds, and shall make an estimate of the supplemental amount required to meet such emergency. All such estimated supplemental amounts and any modifications thereto shall be apportioned among and specially assessed to all the lessees of the Buildings in the same proportion as the Monthly Co-op Charges are apportioned ("Special Assessments") and shall be payable to the Lessor in full or in installments and on such date or dates as the Lessor shall specify in such supplemental billing. Monthly Co-op Charges and any Special Assessments are collectively referred to hereinafter as the "Co-op Charges". The Lessor shall have the authority and the duty to levy and enforce the collection of monthly Co-op Charges and Special Assessments.

(d) Lessor shall advise Lessee, on or before January 31st as to the portion of Co-op Charges paid by the Lessee during the immediate preceding calendar year ending December 31st, which represents payments on account of (i) the principal indebtedness and interest on any mortgage(s) on the Lessor's real estate; (ii) real estate taxes; and (iii) capital expenditures credited by the Lessor upon the Lessor's books to its capital account.

(e) The Lessor shall keep complete and accurate books of account at its principal office or at such other place as the Lessor may from time to time determine, and the same shall be open by appointment during all reasonable hours for inspection by the Lessee or Lessee's duly authorized representative, subject to the provisions of the Articles of Organization and Bylaws and applicable law. The Lessor shall deliver to the Lessee within a reasonable time after the end of each fiscal year an annual report of its corporate financial affairs, including a balance sheet and a statement of income and expenses.

6. Lessor's Responsibilities.

(a) The Lessor shall use diligent efforts to maintain and manage the Buildings as first class apartment buildings. The Lessor is responsible for maintaining all interior common spaces, the entryways, the exterior of the Buildings, including roof, balconies, outside of the window sashes, sidewalks, landscaping, parking spaces, and garden. Furthermore, the Lessor is responsible for maintaining and repairing the common systems that provide electricity, heat, and hot and cold water. This includes the maintenance and repair of all main supply lines and main supply drains in common areas, or ones that lead to, through, and/or from a Unit. A main supply line or drain is one that services more than one unit. The Lessor shall have the right to enter the Unit at any time to accomplish such maintenance and repair, the Lessor to provide Lessee with reasonable prior notice thereof, except in the event of an emergency as provided in Section 6(d) below. The Lessor is responsible for the maintenance of the elevators.

(b) The covenants by the Lessor herein contained are subject to the power of the Lessor to determine from time to time the appropriate level of services, number of attendants, and the manner of maintaining and operating the Buildings, including whether or not to retain the services of a management company and if so, the management company to be retained, and whether existing services shall be increased, reduced, modified or terminated.

(c) The Lessor shall not be liable if there is an interruption of any such services caused by necessary maintenance or repairs, strike, fire or other casualty or by other causes beyond the Lessor's control, nor for any accident occurring in or about the Buildings affecting these services, nor for any damage, injury or loss which the Lessee may sustain, unless the accident or damage is caused by negligence of the Lessor. There shall be no diminution or abatement of the Co-op Charges in any such case unless there is rent loss insurance remittance to the Lessor equivalent to such diminished or abated amount, or unless such interruption of services is caused by negligence on the part of the Lessor and is of such a nature as to interfere with the reasonable enjoyment of the demised premises by the Lessee, in which event Co-op charges shall be abated during the period of such interruption.

(d) The Lessor shall have the right but not the obligation to enter the Unit with reasonable notice to make an annual inspection. Furthermore, the Lessor shall be permitted at any time to enter and inspect the Unit in case of an emergency requiring immediate repair to minimize damage or in the event of a threat to the health, welfare, or safety of any lessee or occupant of the Buildings. The Lessee shall be so informed whenever possible.

(e) The Lessor shall investigate complaints of the lessees and endeavor to resolve disputes among lessees.

(f) The Lessor is responsible for issuing and shall hold in its possession all capital stock certificates of Lessor issued to Lessee, unless Lessee pledges or grants a security interest to its Lender (as defined in Section 19(a)) in connection with a Lessee Loan (as defined in Section 19(a)), in which event the Lender may hold same in its possession, subject to the terms and conditions of Section 19(a).

7. Insurance.

(a) The Lessor's insurance shall not cover the Lessee's furniture, furnishings, or other personal property not affixed to the Unit.

(b) The Lessee is responsible to pay for any damage to their interior unit (regardless of fault), improvements and betterments up to \$10,000. The Lessor's master policy will cover the cost of damage to interior units (regardless of fault), improvements and betterments above \$10,000. The master policy will not pay anything for damage to personal property of the Lessee. The Corporation may reimburse the Lessee the amount of Lessee's deductible (up to the limit set by the Board annually) if the Lessee is not proven to be the cause of the damage.

(c) No insurance policy of the Lessee shall be written so as to decrease the coverage under any policies maintained by the Lessor, and the Lessee hereby assigns to the Lessor the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage.

(d) The Lessor reserves a right of recovery for itself against the Lessee for damage caused to the Buildings by the negligence or intentional conduct of Lessee or Lessee's family, guests, employees, independent contractors or permitted sublessees. This right of recovery is limited to the amount paid by the Lessor as the deductible with respect to any claim under the Lessor's insurance.

8. Lessee's Quiet Enjoyment.

Provided the Lessee complies with all terms, covenants and obligations to be performed or complied with by Lessee under the terms of this Lease, the Lessee shall, at all times during the term of the Lease be entitled to quiet enjoyment of the Unit, subject, however, to the rights of present tenants or occupants of the Unit and subject to any and all mortgages covering the Buildings.

9. Lessee's Responsibilities.

(a) The Lessee shall not, without the written consent of the Lessor on such conditions as the Lessor may prescribe, occupy or use the Unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private dwelling for the Lessee and the Lessee's family. In addition to the foregoing, the Unit may be occupied from time to time by guests of the Lessee for a period of time not exceeding one (1) month unless a longer period is approved in writing by the Lessor; however, no guests may occupy the Unit unless one or more of the permitted adult residents are then in occupancy or unless consented to in writing by the Lessor. Any Lessor consent required pursuant to this subsection 9(a) may be granted or withheld in Lessor's sole and absolute discretion.

(b) The Lessee shall pay the Co-op Charges and perform and observe the covenants, obligations, agreements, and regulations of this Lease, and of the Rules and Regulations which Lessor promulgates from time to time, for the safety, care, and cleanliness of the Buildings and the observance of good order therein including the safety, comfort, quiet and convenience of the other tenants and occupants of the Buildings. The Lessee shall not obstruct the common halls or stairways or other parts of the Buildings.

(c) The Lessee shall comply with all requirements of the Board of Fire Underwriters, insurance authorities and all governmental authorities and with all laws, ordinances, rules and regulations with respect to the occupancy or use of the Unit. If any mortgage granted or to be granted in the future by the Lessor affecting the land or the Buildings shall contain provisions pertaining to the right of the Lessee to change or alter the Unit or remove any of the fixtures, appliances, equipment or installations, the Lessee

herein shall comply with the conditions and requirements of such mortgage or mortgages relating thereto. Upon the Lessee's written request, the Lessor will furnish the Lessee with copies of such applicable provisions of each such mortgage.

(d) The Lessee shall be required to carry insurance for personal liability and physical damage in an amount fixed yearly by the Lessor in its reasonable discretion. At the time of purchase of shares of capital stock, the Lessee shall provide the Lessor with an insurance binder evidencing such insurance. The Lessee understands and agrees that it is the responsibility of the Lessee to insure the Lessee's personal property and to obtain such unit owner insurance as the Lessee may desire; the Lessor having no responsibility or liability with respect to such personal property.

(e) The Lessee shall keep in good repair and operation the interior of the Unit including but not limited to all wiring, drains, pipes, and fixtures that can overflow; gas; heating and cooling apparatus; appliances and other fixtures; and other items that exclusively serve the Lessee's Unit; which when not operating properly could damage the Buildings and/or other units. The Lessee shall promptly notify the Lessor of any defect in or accident to any of the above items that could adversely affect the Buildings, the Unit or other units. In all cases, repairs shall be made to restore the Buildings, Unit and other units as closely as possible to the condition existing prior to the damage being done. In case of an emergency, the Lessor has the right but not the obligation to enter the Unit if it is either causing or receiving the damage to make temporary emergency repairs. If time permits, the Lessor will provide the Lessee with written notice identifying the repairs necessary to restore the damaged areas to good condition. If the Lessee refuses or neglects to make immediate and necessary repairs to the systems causing the problem, the Lessor has the right but not the obligation to make such repairs and upon reasonable notice to remove such portions of the walls, floors, built-in structures and ceilings of the Unit as may be required for the purpose of making such repairs. Whenever possible, the Lessee shall be informed in advance of such entry. The Lessor shall perform such repairs with reasonable promptness and, to the extent reasonably possible, such repairs and replacements shall return the Unit to as good condition as before the accident or defect occurred. The Lessor may collect the cost of such repairs or restoration as well as any costs associated with collection of same from the Lessee just as Co-op Charges are collected and enforced hereunder. The Lessor shall not be held accountable or liable for any repairs to the Unit thereof if the repairs were required because of the refusal or neglect of Lessee to make required repairs or the negligence of the Lessee.

(f) The Lessee shall promptly notify the Lessor of any accident or defect of which Lessee has knowledge requiring repair or restoration to the common areas of the Buildings; parking spaces; landscaping; and/or those building systems for which the Lessor is responsible, including, without limitation, all service machinery apparatus, equipment, and installations whether in centralized areas or leading to, through, and/or from individual units. All such repairs shall be made by the Lessor and shall be at the cost and expense of the Lessor, unless the same was rendered necessary by the act or negligence of the Lessee or of any of the Lessee's family, guests, licensees or employees, in which case the cost and expense shall be borne solely by the Lessee.

(g) In case there shall be filed a mechanic's lien against the Buildings for, or purporting to be for, labor, services or material alleged to have been furnished or delivered at the Building for the benefit of Lessee or the Unit for the benefit of Lessee, the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to cause such lien to be discharged within five (5) business days after notice from the Lessor, then the Lessor may cause such lien to be discharged by payment, bonding or otherwise without investigation as to the validity thereof or of any offsets or defenses thereto, and shall have the right to collect from the Lessee, as an additional Co-op Charge or service charge, all amounts so paid and all costs and expenses paid or incurred therewith, including attorney's fees.

(h) The Lessee shall not permit or suffer anything to be done or kept on said premises which will increase the rate of fire insurance on the Buildings or their contents. If the Lessee does so, the Lessee must, within thirty (30) days of notice from the Lessor, correct same and restore the Unit to its former condition and, until that time, the Lessee shall become personally liable for any additional insurance premiums and will pay the same as a Co-op Charge or service charge hereunder upon demand. Furthermore, the Lessee shall not permit or suffer anything to be done or kept on said premises that will increase common utility charges, unless the Lessor shall so allow it and charge the Lessee accordingly for the cost of such increase.

(i) Lessee may change the locks to the Unit or any portion thereof only upon notification to the Managing Agent and simultaneous delivery of duplicate keys to the Managing Agent. Any locks installed shall become the property of the Lessor. Upon termination of this Lease, the Lessee shall deliver all Unit and mailbox keys to the Lessor.

(j) The Lessee shall give to the Lessor for holding all capital stock certificates of Lessor issued to Lessee, subject to the release of same to Lessee's Lender with respect to a Lessee Loan, all in accordance with and subject to the provisions of Section 19.

10. Animals.

No animal may be kept in the Unit without the prior written consent of the Lessor, which consent may be withheld or granted in Lessor's sole and absolute discretion. In no event shall an animal be permitted in the halls, stairways, or other areas in the Buildings used in common with others, unless carried or on a leash. Any damage or destruction caused to these common areas by such animal shall be repaired or restored by the Lessor, who shall collect the cost of same from the Lessee in the same manner as Co-op Charges are collected and enforced hereunder. If it is determined by the Lessor, in its sole and absolute discretion, that an animal residing in the Unit is causing or creating a nuisance, an unreasonable disturbance, noise, or bad smell, the Lessor, by written notice, shall direct the Lessee to immediately and permanently remove the animal from the premises. In addition to dogs and cats, the term animal includes, without limiting the generality of the foregoing, reptiles, insects, and birds.

11. Subletting.

(a) The Lessee shall not sublet the whole or any part of the Unit without the prior written consent of the Lessor, which may be granted or withheld at the sole and absolute discretion of the Lessor. The term of the sublet, if approved by the Lessor, shall be for not less than three (3) months nor longer than one (1) year. The Unit must be rented furnished, and the sublessee must provide the Lessor with a copy of a tenant insurance policy insuring against personal liability, property damage and damage to contents in such amounts, with such deductibles and with such insurance company as are acceptable to the Lessor. Three (3) years must elapse from the date of the Lessor's written consent to sublet before another sublet request will be considered.

(b) Under exceptional circumstances, a longer sublet may be approved by the Lessor, in its sole and absolute discretion. The Lessor, may consider the following factors, among others, when deciding whether to consent to a proposed sublet longer than one (1) year: (i) whether the Lessee has a commitment which would make it impractical to continue to reside in the Buildings; (ii) whether the aforementioned commitment is for a defined period of time; and (iii) whether the Lessee has a clear intent to return to long term residence once that commitment has ended.

(c) The sublessee must abide by all the terms, conditions, obligations and covenants undertaken by the Lessee in this Lease. Failure to do so shall be the responsibility of the Lessee, and Lessor shall be entitled to exercise all remedies for such breach as provided in this Lease.

(d) Neither the Lessee, nor any sublessee, shall be entitled further to sublet the Unit, except upon full compliance with the requirements of this Lease.

(e) No prior consent of the Lessor shall obligate the Lessor to consent to a subsequent sublet or an extension of the term of a permitted sublet.

12. Alterations.

(a) The Lessee may not make alterations, additions, or improvements to the Unit without the Lessor's prior written consent, which consent may be granted or withheld at the Lessor's sole and absolute discretion. In order to obtain such consent, the Lessee shall deliver to the Managing Agent a completed and executed Alteration Agreement, in the form then being used by the Lessor. The Lessor, as promptly as possible, shall deliver its written consent or objection to Lessee's proposed alterations, additions or improvements (the "Work"). The Lessor may require the Lessee to provide plans, and, if deemed necessary, the Lessee shall be required to retain architectural and/or legal and/or engineering review at the Lessee's sole cost and expense. If the Work is approved by Lessor, the Lessee will be required to submit to Lessor written insurance documentation, and all proposed plan changes, modifications, and change orders, which shall be subject to Lessor's prior written consent, which may be withheld or granted at Lessor's sole and absolute discretion. The performance of the Work shall comply with all requirements, conditions and applicable Rules and Regulations of the Lessor and all

requirements, conditions and regulations of all governmental agencies having jurisdiction thereof. In no event shall the Lessee install any appliances that would overload the existing wires or equipment in the Lessee's Building.

(b) The Lessor shall require: (i) that the Work be completed within ninety (90) calendar days from commencement thereof; (ii) that the workmen follow the requirements, conditions and rules outlined in the Alteration Agreement; and (iii) that all city, state and federal laws are fully complied with. The Work must cease after ninety (90) calendar days, unless the Lessee has requested, and has been granted, an extension by the Lessor, which may be granted or withheld in its sole and absolute discretion. An extension will not be required to continue the Work if the: (A) Lessee is in residence; (B) Work is substantially complete (i.e., only a few items of little consequence remain to be done), as determined by the Lessor, in its sole and absolute discretion; and (C) the Lessee has otherwise fully complied with the Alteration Agreement. The Lessor reserves the right to make unannounced inspections of the Work from time to time. Lessor shall have the right to assess monetary penalties of \$500 per calendar day (or such greater amounts as determined from time to time by Lessor, but not more frequently than once per year, in its sole and absolute discretion and uniformly applied) and such other remedies, uniformly applied, as the Board deems appropriate in its sole and absolute discretion in light of the individual conditions and circumstances.

(c) The Lessee shall not, without the Lessor's prior written consent, which consent may be granted or withheld at the Lessor's sole and absolute discretion, remove any fixtures, appliances, additions or improvements from the Unit except as hereinafter provided. If the Lessee or a prior lessee shall have heretofore placed or the Lessee shall hereafter place in the Unit, at the Lessee's own expense, any additions, improvements, fixed appliances or fixtures, including but not limited to fireplace mantels, lighting fixtures, refrigerators, air conditioners, dishwashers, ranges, woodwork, wall paneling, ceiling, special doors or decorations, special cabinet work, special stair railings or other built-in ornamental items, which can be removed without structural alteration or permanent damage to the Unit, then title thereto shall remain in the Lessee, and the Lessee shall have the right, prior to the termination of this Lease, to remove the same at the Lessee's own expense. However, such removal shall be subject to the following conditions: (i) the Lessee at the time of such removal shall not be in default in the payment of the Co-op Charges or in the performance or observance of any other obligation, covenant or condition of this Lease; (ii) the Lessee shall, at the Lessee's own expense, prior to the termination of this Lease, repair all damage to the Unit that shall have been caused by either installing or removing any such addition, improvement, appliance or fixture; (iii) If the Lessee shall have removed from the Unit any articles or materials owned by the Lessor or its predecessor in title, or any fixtures or equipment necessary for the use of the Unit, the Lessee shall either restore such articles and materials, fixtures and equipment and repair any damage resulting from their removal and restoration, or replace them with others of a kind and quality customary in comparable buildings and satisfactory to the Lessor; and (iv) if any mortgagee has acquired a lien on any such property prior or subsequent to the execution of this Lease, such mortgagee shall consent to such removal and any costs or expenses related thereto shall be paid by the Lessee.

(d) The Lessee shall not in any way expand the square footage of the Unit or anything appurtenant thereto.

(e) The Lessee shall not combine the Unit or any portion thereof with any other unit or storeroom in the Buildings. In exceptional cases and with prior written approval, which may be granted or withheld in the Lessor's sole and absolute discretion, the Lessor may allow no more than two units to be joined together if such joinder has no negative consequences to the structural integrity of the Buildings or safety or welfare of its occupants. The Lessee shall pay for all costs and expenses in making this determination including without limitation the services of all engineers, architects and attorneys advising the Lessor with respect to the same. In the event that the Lessor grants such approval, the Lessee shall abide by all terms and conditions that the Lessor may in its sole and absolute discretion impose. Upon completion, the combined units shall be treated as one unit for the purposes of use restrictions and enforcing liens for unpaid Co-op Charges and other charges. For all other purposes, including determining, assessing and paying Co-op Charges and other charges, the original units will retain their separate percentage interests in the cooperative.

13. Washing Machines, Dryers, and Disposals.

No washing machines or dryers shall be installed or maintained in the Unit. No garbage disposal shall be installed after the date of this Lease without the Lessor's prior written consent, which may be granted or withheld in the Lessor's sole and absolute discretion.

14. Intentionally Omitted.

[Intentionally Omitted]

15. Transfer and Assignment.

(a) Except in the event of a transfer to Lessee's spouse or domestic partner who is in residence in a Building, the Lessor shall have the right of first refusal with respect to any proposed transfer of the shares of capital stock owned by the Lessee and the corresponding assignment of this Lease. Except in the event of a transfer to Lessee's spouse or domestic partner who is in residence in the Building, none of the Lessee's shares of capital stock, nor Lessee's leasehold interest, shall be transferred or assigned whether by the Lessee or by anyone else, including, but not limited to, the Lessee's heirs, administrators, executors, agents, assigns, or any person acquiring an interest in such shares of capital stock by bankruptcy or other legal proceedings, or by any other means or method, at any time during the term of this Lease, whether such transfer be voluntary or involuntary, or by operation of law, unless and until said shares of capital stock and leasehold interest shall have first been offered in writing to the Lessor for purchase by the same.

Such written offer shall include the proposed transfer or sale price, the name of the proposed transferee, the date of such proposed transfer, and a written commitment of such transferee to execute a proprietary lease in the form then being used by the Lessor. The Lessor shall have the option to purchase such shares of capital stock at the proposed sale price by notifying the Lessee in writing within thirty (30) days after receipt of said offer, and closing within thirty-five (35) days after the receipt of said offer or the date of such proposed transfer, whichever is later, at which time the Lease shall be terminated, and the Lessee shall, upon payment or tender to the Lessee of such sale price either (a) transfer such shares of capital stock to the Lessor and assent to a termination of this Lease, or (b) withdraw the same from transfer or sale and retain this Lease.

(b) If the Lessor notifies the Lessee that it will not be exercising its right of first refusal, or if the Lessor shall not act within thirty (30) days of receipt of the written offer from the Lessee in accordance with the terms and conditions set forth in Section 15(a), the Lessee may transfer Lessee's shares of capital stock to the transferee named in the offer who is acquiring in accordance with the provisions of this Lease all shares of capital stock of the Lessor owned by the Lessee provided that: (i) the transferee is satisfactory to the Lessor, in Lessor's sole and absolute discretion; (ii) such transferee executes a proprietary lease in the form then being used by the Lessor for the term expiring on the date on which this lease was to have expired; and (iii) all Co-op Charges and other sums due from the Lessee shall have been paid to the Lessor, together with a sum, to be fixed by the Lessor from time to time and uniformly applied, to cover reasonable legal and other expenses of the Lessor and its Managing Agent in connection with such termination of lease and transfer of shares of capital stock as well as the 1.5% transfer fee as set forth hereafter. Such transferee shall deposit the shares of capital stock with the Lessor in the same manner as though such transferee were the original Lessee hereunder, and shall be bound by all covenants, obligations and agreement of the proprietary lease which transferee has executed, by the Articles of Organization, and Bylaws.

(c) Upon the death of the Lessee, except when the shares of capital stock were held in joint tenancy or tenants by the entirety or when the Lessee's spouse or domestic partner inherits or is bequeathed such shares, the Lessor shall have the absolute right to purchase the shares of capital stock of the deceased Lessee, from the Lessee's executor, administrator or heirs. The Lessor shall not exercise its right to purchase the Lessee's shares of capital stock solely on account of the death of the Lessee until thirteen (13) months have elapsed from and after the Lessee's death, provided that during the thirteen (13) month period all other provisions of this Lease shall be observed and performed by those claiming title by the death of such Lessee. If necessary in order to allow a reasonable opportunity and time for the interests of the Lessee in this Lease to become fully vested by operation of law, assignment or otherwise, the Lessor may in its sole and absolute discretion grant extensions of time to this thirteen (13) month period. Without an extension, the Lessor shall impose a fine of \$100 per day (or such greater amount as determined from time to time by Lessor, but not more frequently than once per year, in its sole and absolute discretion and uniformly applied) after the thirteen (13) month period has expired until the transfer has been completed.

At the conclusion of the thirteen (13) month period, or extended period if so granted, the Lessor may exercise the right to purchase such shares of capital stock at their fair market value. Such fair market value, in the event of disagreement of the parties, shall be fixed by a board of appraisers, provided for as follows: The Lessor, by written notice mailed to the duly accredited representative of a deceased Lessee, may demand an appraisal of such shares of capital stock and nominate an appraiser. The representative of the Lessee, within ten (10) days after receipt of such Lessor notice demanding an appraisal, shall nominate an appraiser and notify in writing the Lessor of such appointment. The two appraisers so chosen shall attempt to agree on the appraisal value of such shares of capital stock. If no agreement can be reached within twenty (20) days of Lessee's notification to Lessor of Lessee's appointed appraiser, the two appraisers so chosen shall within ten (10) days nominate a third appraiser, and if they fail to do so, the third appraiser shall be an appraiser referred to the parties by the Massachusetts Chapter of the Appraisal Institute. The three (3) appraisers shall then agree, within thirty (30) days of such referral, by majority vote on the appraised value of such shares of capital stock and shall notify Lessor and Lessee of same. The Lessor, within thirty (30) days of notice of the fixing of a value by the appraisers, may elect to purchase the shares of capital stock at the price at which the shares of capital stock shall have been appraised at which time the Lease shall be terminated. The Lessee and Lessor shall each pay the costs related to the appraiser chosen by such party and if there is a third appraiser, the costs related thereto shall be shared equally by Lessor and Lessee.

(d) A Lessee may use a trust instrument to hold the Lessee's shares of capital stock or leasehold interest during the Lessee's lifetime, subject to the provisions of Section 3 of this Lease, or at the time of the Lessee's death the Lessor, in its sole and absolute discretion, may allow a transfer and assignment of the deceased Lessee's shares of capital stock and leasehold interest to a trust established within the United States if, and only if, the following conditions are met: (i) A separate agreement at time of transfer or assignment is signed between the Lessor and the representative of the entity receiving the transfer or assignment indicating that the transfer is specifically for purposes of estate administration and that the leasehold interest will not be further transferred or assigned except according to the restrictions on transfer set forth in this Lease. (ii) The new entity will be bound by each and every agreement undertaken by the Lessee. (iii) There shall be no change in occupancy without specific approval from the Lessor, which approval shall be granted or withheld in the Lessor's sole and absolute discretion. (iv) If there is a surviving spouse or domestic partner who is not a beneficiary, the shares of capital stock and the leasehold interest cannot be held in this trust entity longer than thirteen (13) months and if held longer than thirteen (13) months, in addition to all other remedies reserved to Lessor pursuant to Sections 16, 17, and 34 of this Lease, the representative of the entity shall be obligated to pay to the Lessor a penalty set by the Lessor from time to time in its sole and absolute discretion and uniformly applied until the original Lessee's shares of capital stock and leasehold interest are transferred and assigned as specified in this subsection 15(d), together with all costs and expenses of collection including reasonable attorney's fees incurred by the Lessor. The Lessor may in its sole and absolute discretion grant extensions of time to this thirteen (13) month period.

(e) Upon any change of ownership of shares of capital stock, a fee of one and one-half percent (1.5%) (as the same may be revised from time to time, but not more often than annually, by a vote of shareholders owning at least sixty six (66%) percent of the duly issued and outstanding stock of the Lessor, and listed in the Rules and Regulations) of the sale price shall be paid to the Lessor. This fee must be paid prior to any transfer of shares of capital stock. Notwithstanding the foregoing, however, this fee shall not apply to shares of capital stock transferred to a spouse or domestic partner who is in residence in the Building or into a trust from an executor or other representative of the deceased Lessee, pursuant to subsection 15(d), above. However, the transfer fee shall apply to a transfer of shares of capital stock transferred out of such a trust to a transferee acceptable to the Lessor, in the Lessor's sole and absolute discretion.

(f) If the Lease is assigned in compliance with all the terms and conditions set forth herein, the Lessee-assignor shall have no further liability with respect to any obligation or any covenant of this Lease to be thereafter performed.

(g) Neither the Lessee nor Lessee's executor, administrator, assignee, trustee or receiver of the Lessee's property, nor anyone to whom the interests of the Lessee shall pass by operation of law, including without limiting the generality of the foregoing, any Lender with a security interest in or collateral assignment of this Lease, shall be entitled further to assign this Lease, except upon full compliance with the requirements of this Section 15.

(h) If this Lease is then in force and effect, the Lessor will, upon request of the Lessee, deliver to the assignee a written statement that this Lease remains on the date thereof in full force and effect; however, no such statement by itself shall be deemed an admission that there is no default under this Lease.

16. Early Termination of Lease.

(a) If, upon or after the happening of any event or occurrence set forth in subsections (i) to (ix) inclusive of this Section 16, the Lessor may give to the Lessee written notice stating that the term hereof will expire (the "**Lease Early Expiration Date**") on a date not less than thirty (30) days thereafter (or such longer period as may be required by the provisions of this Lease or by applicable law), such notice constituting a notice to quit, the term of this Lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein originally fixed for the expiration of the term, and all right, title and interest of the Lessee hereunder shall thereupon wholly cease and expire. The Lessee shall thereupon quit and surrender the Unit to the Lessor, it being the intention of the parties hereto to create a right in the Lessor to re-enter the Unit and remove all persons and personal property therefrom, either by summary process proceedings or by any suitable action or proceeding at law or in equity, and to repossess the Unit in its former estate as if this Lease had not been made. No liability whatsoever shall attach to the Lessor by reason of a lawful exercise of the right of re-entry, re-possession and removal herein granted and reserved.

i. If there is an assignment of this Lease, or any subletting hereunder, without full compliance with the requirements and restrictions of Sections 11 or 15 hereof; or if any person not authorized by Section 9(a) shall be permitted to use or occupy the Unit, and the Lessee shall fail to cause such unauthorized person to vacate the Unit within ten (10) days after written notice from the Lessor;

ii. If, at any time during the term of this Lease, (i) any Lessee shall be adjudicated bankrupt under the laws of the United States; or (ii) a receiver of all or substantially all of the property of such Lessee or all of such Lessee's interest in the Lease shall be appointed under any provision of the laws of the Commonwealth of Massachusetts, or under any statute of the United States, or any statute of any state of the United States, and the order appointing such receiver shall not be vacated within thirty (30) days of its issuance; or (iii) such Lessee shall make a general assignment for the benefit of creditors; or (iv) any of the shares of capital stock owned by Lessee to which this Lease is appurtenant shall be duly levied upon under the process of any court, unless such levy shall be discharged within thirty (30) days of its issuance; or (v) this Lease or any of the shares of capital stock to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned or transferred this Lease or the shares of capital stock to which it is appurtenant in the manner herein permitted (this subsection (v) shall not apply if this Lease shall be assigned or transferred pursuant to Sections 15(b), 15(c) or 15(d) hereof);

iii. If the Lessee shall be in default for a period of three (3) months in the payment of any Co-op Charge or other sum due hereunder and shall fail to cure such default within ten (10) days after written notice thereof from the Lessor;

iv. If the Lessee shall be in default in the performance of any covenant, obligation or provision hereof, other than those set forth in subsections 1, 2 or 3 above, and such default shall continue for thirty (30) days after written notice thereof from the Lessor;

v. If the Lessee has granted to a Lender a pledge or security interest in the Lessee's shares of capital stock in Lessor and leasehold interest in the Unit pursuant to Section 19 hereof, and the Lessor receives written notice from said Lender that there is a default which has not been cured by the Lessee in paying the Lender any installment of principal or interest due or in performing any other obligation, agreement or covenant of the Lessee to such Lender, accompanied by such Lender's written request to terminate this Lease.

vi. If, at any time, the Lessor shall determine, upon the affirmative vote of owners of not less than eighty (80%) of the then duly issued and outstanding shares of capital stock of the Lessor at a meeting called for that purpose, that (i) because of objectionable conduct on the part of the Lessee or of a person dwelling or visiting in the Unit which continues after written notice from the Lessor that the tenancy of the Lessee is undesirable; or (ii) a significant threat

to the health, safety or welfare to the Buildings' occupants exists from the Lessee or a person dwelling or visiting the Unit which continues after written notice from the Lessor that the tenancy of the Lessee is undesirable;

vii. If it is determined at any time by an affirmative vote of owners of at least eighty percent (80%) of the then duly issued and outstanding shares of capital stock of the Lessor at a meeting called for that purpose, to terminate all proprietary leases in order to submit the Buildings to a condominium form of ownership or for such other purpose as set forth in the notice of such shareholder meeting; or all proprietary leases are terminated in accordance with an affirmative vote of owners of at least eighty percent (80%) of the duly issued and outstanding shares of capital stock of the Lessor at a meeting called for that purpose, in connection with an offer to purchase the Buildings, the Lessor shall have the right and obligation to terminate this Lease by written notice to Lessee as of a date not less than ninety (90) days after the Lessor's written notice of termination to Lessee, and thereupon this Lease shall be terminated and, except as otherwise provided in this Lease, all further rights and obligations hereunder shall cease. The Lessor shall, in accordance with the provisions of law governing the liquidation of corporations, distribute to each shareholder its proportionate share of the net liquidation proceeds after proper provision for taxes, payment of all indebtedness and liabilities, reserves and other charges.

viii. If the Building in which the Unit is located shall be destroyed or damaged by fire or other casualty, and the Lessor's Board of Directors and shareholders shall decide by affirmative vote not to repair or rebuild as provided in Section 18; or

ix. If, at any time, the Building in which the Unit is located, or a substantial portion thereof, or any portion thereof that includes the Unit specified in this Lease, shall be taken by condemnation or other eminent domain proceedings.

(b) Upon the Lease Early Termination Date, this Lease shall be terminated and the Lessee covenants and agrees that in the event of such termination of this Lease and possession regained by the Lessor, the Lessee will indemnify the Lessor and hold it harmless against all losses of the Co-op Charges and other sums due under this Lease, up to and including the Lease Early Termination Date, and all costs, and expenses, including reasonable attorney's fees together with such amounts incurred by the Lessor for brokerage fees, alterations and repairs in the Unit which the Lessor, in its sole and absolute discretion, deems necessary to lease the Unit to a third party.

(c) Upon expiration or termination of this Lease, the Lessee shall surrender to the Lessor possession of the Unit with all additions, improvements, appliances and fixtures then included therein, except as hereinabove provided. Any additions, improvements, fixtures or appliances not removed by the Lessee on or before such expiration or termination of this Lease shall, at the option of the Lessor, be deemed

abandoned and shall become the property of the Lessor and may be disposed by the Lessor without liability or accountability to the Lessee. The Lessor may repair, at the Lessee's expense, damage to the Unit or the Lessee's Building resulting from the Lessee's removal of the Lessee's fixtures and restore the Unit and the Building in which the unit is located to their former condition, all at Lessee's expense.

(d) On the termination of this Lease in accordance with subsection i, ii, iii, iv, or vi of this Section 16, the Lessor shall have the absolute right to purchase the shares of capital stock owned by the Lessee for their fair market value, as agreed to by the Lessor and Lessee, failing which fair market value shall be determined in the same manner as provided in Section 15(c) above, and the Lessor may apply the proceeds of the sale to the settlement of all obligations of the Lessee hereunder including the one and one-half percent (1.5%) transfer fee and shall transmit the surplus, if any, after the satisfaction of such obligations, to the Lessee.

17. Lessor's Rights After Lessee's Default or Lease Termination.

(a) In the event the Lessor resumes possession of the Unit, either by summary process proceedings or otherwise, or on the expiration of the term pursuant to a notice given as provided in Section 16 hereof upon the happening of any event specified in subsections (i) to (ix) inclusive of Section 16, the Lessee shall continue to remain liable for paying a sum equal to the Co-op Charges that would have become due hereunder and shall pay the same in installments at the time such Co-op Charges would be due hereunder. No suit brought to recover any installment of such Co-op Charges or additional rent shall prejudice the right of the Lessor to recover any subsequent installment. After resuming possession, the Lessor may, at its option, from time to time (i) re-let the Unit for its own account; or (ii) re-let the Unit as the agent of the Lessee, in the name of the Lessee or in the Lessor's own name, for a term or terms that may be less than or greater than the period that would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent, in its discretion. Any re-letting of the Unit shall be deemed for the account of the Lessee, unless within ten (10) days after such re-letting the Lessor shall notify the Lessee that the premises have been re-let for the Lessor's own account. The fact that the Lessor may have re-let the Unit as agent for the Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to re-let the Unit for its own account. If the Lessor re-lets the Unit as agent for the Lessee, the Lessor shall, after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorney fees and expenses, and decorations, alterations and repairs in and to the Unit, apply the remaining proceeds of such re-letting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Lessee upon the earliest of the four following dates: (A) the date of expiration of the term of this Lease as stated herein; (B) the date as of which a new proprietary lease covering the Unit shall have become effective; (C) the date the Lessor gives written notice to the Lessee that it has re-let the Unit for its own account; or (D) the date upon which all proprietary leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Lessee, as above provided, the Lessor shall have no further duty to account to the Lessee for any proceeds of re-letting, and the Lessee shall have no further liability for

sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities theretofore accrued.

(b) If the Lessee shall at any time sublet the Unit and shall default in the payment of Co-op Charges or other charges due Lessor, the Lessor may, at its option, so long as such default shall continue, demand and receive from the sublessee the Co-op Charges and other charges due Lessor or becoming due from such sublessee to the Lessee and apply the amount to pay sums due and to become due from the Lessee to the Lessor. Any payment by a sublessee to the Lessor shall constitute a discharge of the obligation of such sublessee to the Lessee, to the extent of the amount so paid. The acceptance of rent from any sublessee shall not be deemed a consent to or approval of any subletting or assignment by the Lessee or a release or discharge of any of the obligations of the Lessee hereunder.

(c) Upon termination of this Lease, the Lessee shall surrender to the corporation the certificate for the shares of capital stock owned by the Lessee. Whether or not said certificate is surrendered, the Lessor may issue a new proprietary lease for the Unit and issue a new certificate for such when a purchaser therefore is obtained, provided that the issuance of such shares of capital stock is in accordance with Section 15. Upon such issuance, the certificate or certificates for the shares of capital stock owned or held by the Lessee shall be automatically canceled and rendered null and void. The Lessor shall apply the proceeds received from issuing such shares of capital stock toward the payment of the Lessee's obligations to Lessor under this Lease, including Co-op Charges, attorneys' fees, transfer fee, and other expenses incurred by the Lessor; and, if the proceeds are sufficient to pay the same, the Lessor shall pay over the surplus, if any, to the Lessee; but, if insufficient, the Lessee shall remain liable for the balance of such obligation. Upon issuance of any such new proprietary lease and certificate, the Lessee's obligations hereunder shall cease, except that the Lessee shall continue to be liable for Co-op Charges and other charges and expenses accrued to that time. However, the Lessor is not obligated to sell such shares of capital stock and appurtenant lease or otherwise attempt to mitigate damages.

(d) Upon termination of this Lease under the provisions of subsections (viii) or (ix) of Section 16, the Lessor shall redeem the stock of the Lessee and other affected shareholder(s) as a partial or complete liquidation of the corporation. The redemption price shall be proportionate (i.e., the amount attributable to the value of the Unit) to the net proceeds of any eminent domain or insurance award after first deducting therefrom the proportionate amount of all costs, expenses and liabilities of the corporation attributable thereto and after deducting any outstanding Co-op Charges or other charges, legal expenses, or expense the Lessee owes the Lessor.

18. Damage to the Buildings.

(a) Except as otherwise provided in subsection 18(b), Sections 6 and 9 with respect to damage or destruction to the Buildings, if either the Unit, the means of access thereto or any of the Buildings shall be damaged or destroyed by fire or other casualty the Lessor shall, with reasonable dispatch after receipt of notice of said damage, repair or

replace or cause to be repaired or replaced, with materials of a kind and quality then customary in buildings of the type of the Buildings, and the means of access thereto, including the walls, floors, ceilings, pipes, wiring and conduits in the Unit, all substantially to their condition prior to such casualty. The proceeds of the Lessor's insurance policy applicable to the casualty shall be set aside and used for the reduction of the Lessor's mortgage debt with respect to the Lessor's real property if required by any mortgagee or for the total or partial restoration, rebuilding or repair of the Unit or the Buildings suffering the casualty. If there are no insurance proceeds or if the funds provided by insurance are insufficient to complete the restoration, rebuilding or repair, the Lessor may borrow as needed any additional funds on an unsecured or secured basis, including, without limitation, a mortgage on the Lessor's real property or a second or third mortgage co-terminus (if practicable) with an existing first mortgage. Until the restoration, rebuilding or repair provided for above have been completed sufficiently to permit the Lessee to resume occupancy of the Lessee's Unit, the Monthly Co-op Charges payable by the Lessee to the Lessor shall be suspended or abated by the amount of the proceeds realized from any rent loss insurance held by the Lessor, if any, the Lessor, however, having no obligation to obtain rent loss coverage.

(b) If the Lessor's Board of Directors shall determine that (i) the Buildings or parts thereof are substantially destroyed by fire or other cause (i.e., if the damage exceeds twenty percent (20%) of the value of the Buildings prior to the casualty); or (ii) the Buildings are so damaged that they cannot be repaired within a reasonable time after the loss shall have been adjusted with the insurance carriers; or (iii) the destruction or damage was caused by a hazard not covered under the Lessor's insurance policies then in effect; and if in any such case the vote of owners of at least eighty percent (80%) of the then duly issued and outstanding shares of the capital stock of the Lessor at a shareholders' meeting called for that purpose held within one hundred and twenty (120) days after the determination by the Lessor, shall vote not to repair, restore or rebuild, then upon giving written notice, this Lease and all other proprietary leases in the damaged Buildings and all right, title and interest of the parties there under and the tenancies thereby created, shall thereupon wholly cease and expire. Co-op Charges shall be paid to the date of such destruction or damage, and Lessor shall purchase all shares of capital stock with respect to same. The value of such shares shall be determined by the same process as described in Section 15 (c).

19. Share Financing.

(a) The Lessee may grant a pledge or security interest in the shares of Lessor's capital stock owned by the Lessee and the corresponding leasehold estate, and may conditionally assign, mortgage or otherwise grant a security interest in the Lessee's shares of capital stock and leasehold estate as security for a leasehold mortgage, acquisition or equity loan (the "Lessee Loan"), provided that the total principal balance of all such loans secured by the Lessee's shares shall not exceed forty-nine (49%) percent (as the same may be revised, but not more often than annually, by a vote of shareholders owning at least sixty six (66%) percent of the then duly issued and outstanding shares of capital stock of the Lessor, and listed in the Rules and Regulations) of the fair market value of the Unit owned by the Lessee, and that the applicable security agreements, loan

documents, and any other documentation, are subject and subordinate to the rights and priorities of the holders of any existing or future mortgages covering the Lessor's right, title or interest in the Buildings. Furthermore, the Lessee shall comply with the following requirements:

i. Any such conditional assignment, mortgage or grant of a security interest must be of the Lessee's entire leasehold estate in the Unit;

ii. There shall be a simultaneous and coextensive grant of a pledge or security interest by the Lessee in and to all of the shares of capital stock of the Lessor allocated to the Unit to the same secured party (the "Lender") securing only the payment and other obligations under the Lessee Loan and nothing more;

iii. The Lender may not take any action to enforce either pledge or security interest in the immediately preceding subsections (i) and (ii) without simultaneous and coextensive action to enforce the other;

iv. Without the prior written consent of the Lessor, the pledge or security interests described in subsections (i) and (ii) of this Section 19 shall be granted only to secure the Lessee Loan, including interest, Lessee Co-op Charges and other sums owing to the Lessor and advances to the Lessor by the Lender on the Lessee's behalf and customary charges and expenses and nothing more and the Unit and the capital stock of the Lessor associated therewith shall comprise the entire collateral securing such obligation;

v. True copies of all loan documents relating to the Lessee Loan shall be delivered to the Lessor and any pledge agreement, leasehold mortgage or security agreement with respect to the shares of capital stock or the Unit must be approved by the Lessor, in its sole and absolute discretion, prior to any such document becoming effective.

vi. The loan documents shall expressly provide that the Lender's rights and interests are subject and subordinate to all rights of the Lessor as set forth in this proprietary lease and any renewals or extensions thereof and subject and subordinate to the rights and priorities of any current or future mortgagee of the Lessor on the property and improvements thereon owned by Lessor and located at 983-4 and 985-6 Memorial Drive, and the parking lot at 18-18R Gerry Street, all of Cambridge, Massachusetts.

vii. The Lessee shall pay to the Lessor all costs and expenses, including attorneys' fees, incurred by the Lessor in connection with the requested approval of any financing, and security therefore, contemplated by this Section 19 (including, without limitation, documentation, enforcement, and collection of such financing);

viii. The Lessee shall indemnify the Lessor and hold it harmless from any loss, damage, liability, or expense incurred by the Lessor in connection with the granting or enforcing of any pledge, leasehold mortgage or security interest

under this Section 19, including, without limitation, reasonable attorney's fees and costs; and

ix. Neither the leasehold estate in the Unit nor the shares of capital stock of Lessor allocated to the Unit described in subsections (i) and (ii) shall be further transferred to a third party, nor shall such capital stock of the Lessor be voted, nor shall the Unit be occupied, without first complying with all transfer restrictions set forth in this Lease. The acceptance by the Lessor of payments by the Lender or any transferee of the pledge, leasehold mortgage or security interest on account of the Co-op Charges shall not constitute a waiver of the aforesaid provisions.

x. If written notice of any such Lessee Loan has been given to the Lessor by the Lender as aforesaid, the Lender may assign all its right, title and interest thereto and its collateral rights to the shares of capital stock of the Lessor allocated to the Unit and this Lease by giving written notice to the Lessor by certified or registered mail setting forth the name and address of the assignee; such assignee and any subsequent assignee or assignees shall thereupon have all the rights of the Lender, subject to all obligations, under this Section 19.

(b) In the event the Lessee is in default of any of the terms, covenants, provisions or conditions of this Lease which would enable the Lessor to terminate the Lease, the Lessor shall give written notice thereof to the Lender if written notice of the name and address of the Lender has previously been given by registered or certified mail to the Lessor, and further provided that Lessor intends to exercise its right to terminate the Lease.

(c) If the Lessee shall fail to cure said default within the time and in the manner provided for in this Lease, then the Lender shall have an additional period of time equal to the time originally given to the Lessee to cure said default during which the Lessor will not act upon such default. In the event of a default by the Lessee beyond any applicable cure period under this Lease or a Lessee Loan, the Lessor, after written notice thereof from the Lender requesting Lessor to terminate this Lease, shall exercise the right of termination of this Lease granted to the Lessor pursuant to Section 16 hereof. If the Lessee shall fail to vacate the Unit, the Lessor will institute summary process eviction proceedings against the Lessee, and take all steps and do all acts thereafter required to obtain possession of the Unit, all at the expense of the Lender; provided, however, that the Lender shall meanwhile pay all Co-op Charges and other charges becoming due hereunder until this Lease and the shares of capital stock allocated to the Unit are acquired by a permitted transferee for personal occupancy.

(d) If the Lessor shall fail to exercise its right to terminate and/or commence summary proceedings or take all steps or do all acts required to be done pursuant hereto, then the Lessor shall execute and deliver to the Lender a power of attorney, coupled with an interest to act, in the name of the Lessor in any of the ways provided for herein at the Lender's sole expense. If the Lessor shall fail to execute and deliver such power of

attorney within five (5) days after demand, such power of attorney may be executed by the Lender on behalf of and as the agent for the Lessor.

(e) If this Lease is terminated at the Lender's request by reason of a default by the Lessee beyond any applicable cure period of the Lessee Loan, the Lender may either sell and assign the shares of capital stock of the Lessor allocated to the Unit and this Lease, or sublet the Unit for the account of the Lender, to an eligible and approved purchaser or sublessee, as applicable, but only in accordance with the transfer and assignment restrictions set forth in Section 15 of this Lease and the provisions of the Articles of Organization, the Bylaws and the Rules and Regulations.

20. Mortgage(s) on the Buildings.

(a) The Lessor may incur indebtedness and mortgage its land and Buildings from time to time in order to pay for maintenance, repairs or capital improvements to the Buildings or common areas related thereto, including the parking lot, or to refinance any mortgage on its real property, if so directed by a vote of owners of at least sixty six (66%) percent of the then duly issued and outstanding shares of capital stock of the Lessor, at a meeting of the shareholders duly called and held for that purpose.

(b) The Lessee accepts this Lease subject to any current mortgage and related loan documents, and to any and all modifications, extensions and changes thereof, but not increases therein. The Lessee attorns to said lender, such attornment to be effective upon said lender's acquisition of title to the land and building comprising the Unit, and the Lessee agrees to execute such further evidence of attornment as said lender may from time to time request. The attornment of the Lessee shall not be automatically terminated by foreclosure, but instead said lender may, at its option, accept or reject such attornment.

(c) The Lessee agrees that this Lease shall be subject to the lien of any other mortgage or mortgages which shall at any time be placed upon the property by the Lessor pursuant to a shareholders vote of at least sixty six (66%) percent as stated in subsection (a) above, and that the Lessor is hereby irrevocably appointed the attorney in fact and agent of the Lessee with authority to execute any instruments which may be required by any mortgagee to subject this Lease to the lien of such mortgage or mortgages.

(d) Notwithstanding anything contained in this Lease, if any action shall be instituted to foreclose any mortgage on the land and Buildings granted by the Lessor, the Lessee shall pay on demand to the mortgagee in possession or appointed receiver of the rents, the Co-op Charges owing hereunder on the date such mortgagee takes possession or the date of such appointment of the receiver and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, as rent hereunder, the Monthly Co-op Charges for the Unit as last determined and established by the Lessor before said action commenced. The Monthly Co-op Charges shall be paid during the period of such receivership, whether or not the Lessor shall have determined and established the Co-op Charges payable hereunder for any part of the period during which such receivership may continue. The provisions of this Section 20 are intended for the benefit of present and future mortgagees of the land and the building or the leasehold

of the land and building and may not be modified, amended or revoked without the prior written consent of any such mortgage holder.

21. Surrender of Possession.

Upon termination of this Lease under the provisions of subsections (i) to (ix) inclusive of Section 16(a), the Lessee shall remain liable as provided in this Lease. Upon expiration or termination of this Lease under any of its other provisions, the Lessee shall be and remain liable to pay the Co-op Charges and other charges or expenses due or accrued and to perform all covenants and agreements of the Lessee up to the date of such termination. On or before any such termination, the Lessee shall vacate the Unit and surrender possession thereof to the Lessor or its assigns, and upon demand of the Lessor or its assigns, shall execute, acknowledge and deliver to the Lessor or its assigns any instrument that may reasonably be required to evidence the surrendering of all right, title and interest of the Lessee in this Lease, the Unit or the Buildings.

22. Changes in Terms and Conditions of Proprietary Leases.

(a) Each proprietary lease shall be in the form of this Lease unless a variation of any lease is authorized by owners of at least sixty six (66%) percent of the Lessor's shares of capital stock then issued by the Lessor and outstanding.

(b) The form and provisions of all proprietary leases then in effect and thereafter to be executed may be changed by the approval of owners of at least sixty-six (66%) percent of the Lessor's shares of capital stock then issued and outstanding, provided all conforming changes to the Articles of Organization and/or Bylaws, if any are deemed required by Lessor's Board of Directors, are adopted by amendment to same pursuant to a vote of the shareholders of the Lessor as required by the Articles of Organization and/or Bylaws, as applicable. Any such change shall be binding on all lessees even if they did not vote for such change, except that the methodology of determining the proportionate share of the Co-op Charges or cash requirements payable by any lessee may not be changed without such lessee's express consent. Approval by the lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose.

23. Cooperation.

The Lessor and Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for which the Lessor is incorporated, and the Lessee shall comply at all times with the provisions of the Articles of Organization, Bylaws, and Rules and Regulations of the Lessor, as amended from time to time.

24. Indemnification.

The Lessee shall indemnify the Lessor against all liabilities, damages and other expenses, including reasonable attorneys fees, which may be imposed upon, incurred by, or asserted against the Lessor by reason of (a) any failure on the part of the Lessee to perform or comply with any covenant, obligation or agreement required to be performed

or complied with by the Lessee under this Lease, or (b) any injury to person or loss of or damage to property sustained or occurring in the Unit or the Buildings on account of or based upon the act, omission, fault, negligence or misconduct of the Lessee, or any of the Lessee's family, guests, licensees, or employees, or (c) by any violation of any local state, or federal law concerning the Unit.

25. Notices.

All notices required to be mailed or to be given to Lessor hereunder shall be in writing and deemed duly given when hand delivered or mailed by registered or certified mail, return receipt requested, postage and charges prepaid, to the President of the Lessor c/o Thayer & Associates, 1812 Massachusetts Avenue, Cambridge, Massachusetts, 02140, or to such other managing agent and address as the Lessor shall designate by written notice to the Lessee. All notices required to be mailed or to be given to the Lessee hereunder shall be in writing and deemed duly given when delivered in hand to the Lessee or mailed postage prepaid to Lessee at the Unit or to such other address as the Lessee shall most recently have supplied to the Lessor in writing.

26. Cancellation of Prior Agreements.

If, at the date this Lease commences, the Lessee has the right to possess the Unit under any agreement, this Lease shall supersede such agreement, which shall be of no further effect after the date this Lease commences, except for claims theretofore arising thereunder.

27. Waivers.

The waiver of one breach of any term, condition, covenant, obligation or agreement of this Lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

28. Severability.

If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

29. His/Her, Singular/Plural.

This Lease is one of a group of leases made with the proprietary lessees of Longview Corporation, all of which when renewed shall contain substantially the same terms and covenants. As this form of lease may be used by lessees of either sex and also where there is more than one lessee, the masculine and singular shall stand for the other gender or plural number as the context may require.

30. Headings.

Headings are included in this Lease for convenience only and do not form a part of the provisions of the lease, nor are they to be considered in construing this Lease.

31. Choice of Law.

This Lease, its construction, and any dispute connected to or arising out of it, shall be governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law principles.

32. Successors and Assigns.

The references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees and permitted assigns of the Lessee or of such shareholder (the "Lessee's Representatives and Assignees"). The covenants herein contained shall apply to, bind and enure to the benefit of the Lessor and its successors and assigns, and the Lessee and the Lessee's Representatives and Assignees, except as hereinabove stated.

33. Waivers of Trial by Jury and Damages.

To the extent permitted by law, the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the Lessee's use or occupancy of the Unit, or any claim of damage resulting from any act or omission of the parties in any way connected with this Lease or the Unit. To the extent permitted by law, the respective parties hereto shall and they hereby do waive multiple, exemplary, and punitive damages.

34. Lessor's Additional Remedies.

In the event of a breach or threatened breach by the Lessee of any provision of this Lease, the Lessor shall have the right to seek a preliminary or permanent injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Lessor from electing any other remedy.

35. Recording.

This Lease may not be recorded by either party. The Lessor and the Lessee agree, upon the request of either, to execute a notice of lease in recordable form that complies with applicable Massachusetts laws and that may be recorded in lieu of this Lease.

36. Entire Agreement; Modification.

This Lease supersedes any and all prior agreements between the parties relating to the subject matter hereof, and except as otherwise provided in Section 22 of the Lease, any modification or agreement hereafter made shall not operate to change, modify or terminate this Lease in whole or in part unless such modification or agreement is in writing and signed by each of the parties hereto.

37. Counterparts.

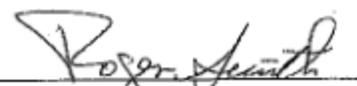
This Lease may be executed in any number of counterparts, only one of whom will be labeled Counterpart No. 1, and only possession of such Counterpart No. 1 will perfect any security interest in this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Longview Corporation has caused its corporate seal to be hereunto affixed and this instrument to be executed by its President, thereunto duly authorized and the Lessee has hereunto affixed Lessee's hand and seal the day and year first above written.

Witness: 

LONGVIEW CORPORATION

By: 

Roger Smith, President

Witness: 

Lessee: 

Avram Noam Chomsky

[CHOMSKY-lessee]

RIDER TO PROPRIETARY LEASE

**BETWEEN LONGVIEW CORPORATION (the "Lessor") and
AVRAM NOAM CHOMSKY (the "Lessee")**

Dated: July 11, 2014

The following additional provisions are hereby included in the Lease:

34. Notwithstanding any other provision contained herein, the Lessee may grant a security interest in the shares owned by the Lessee and may conditionally assign, mortgage or otherwise grant a security interest in the Lessee's leasehold estate in the apartment as security for a purchase money loan provided that the amount of said loan does not exceed forty-nine percent (49%) of the value of the shares, and that the applicable security agreements, loan documents and any other documentation (collectively, the "Loan Documents") contain provisions which comply with the requirements contained in subparagraphs (1) through (5), inclusive of this Paragraph 34, and further provided that prior to any such security agreement becoming effective, true copies of all of the Loan Documents shall be delivered to the Lessor and such security agreement must be approved by the Lessor. Any security interest granted in the shares and the leasehold estate hereunder shall be subject and subordinate to all rights of the Lessor as set forth in its Articles of Organization, as amended, By-Laws, Rules and Regulations and Proprietary Leases, and subject and subordinate to the rights and priorities of Cambridge Savings Bank, holder of a first mortgage on the property and improvements thereon located at 983-983 Memorial Drive, Cambridge, Massachusetts, and on the property and improvements thereon located at 18-18R Gerry Street, Cambridge, Middlesex County, Massachusetts, as set forth in a certain mortgage and related loan documents dated June 29, 2005, recorded with the Middlesex South District Registry of Deeds, Book 45499, Page 580.

(1) The conditional assignment, mortgage or grant of a security interest shall be in the Lessee's entire leasehold estate in the apartment;

(2) There shall be a simultaneous and coextensive grant of a security interest in and to all of the shares of capital stock of the Lessor allocated to the apartment to the same secured party securing only the aforesaid obligation and nothing more;

(3) Neither security interest described in the immediately preceding subparagraphs (1) and (2) may be further transferred and said shares and leasehold shall be subject to the transfer restrictions set forth in the Lessor's Articles of Organization, as amended, By-Laws and this Lease, nor may the secured party take any action to enforce either security interest without simultaneous and coextensive action to enforce the other;

(4) Without the prior written consent of the Lessor the security interest described in subparagraphs (1) and (2) of this Paragraph 34 shall be to secure an obligation to repay the purchase money loan plus interest and reasonable expenses and nothing more and shall comprise the entire collateral securing such obligation;

(5) The Loan Documents shall expressly provide that the secured party's rights and interests are subject and subordinate to all rights of the Lessor as set forth in its Articles of

Organization, as amended, By-Laws, Rules and Regulations and Proprietary Leases, and subject and subordinate to the rights and priorities of Cambridge Savings Bank, holder of first and second mortgages on the property and improvements thereon located at 983-983 Memorial Drive, Cambridge, Massachusetts, and on the property and improvements thereon located at 18-18R Gerry Street, Cambridge, Middlesex County, Massachusetts, as set forth in a certain mortgage and related loan documents dated June 29, 2005.

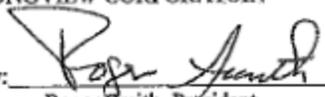
(6) The Lessee shall pay to the Lessor all costs and expenses, including attorneys' fees, incurred by the Lessor in connection with the financing, and surety therefore, contemplated by this Paragraph 34 (including, without limitation, documentation, enforcement and collection of such financing);

(7) The Lessee shall indemnify the Lessor and hold it harmless from any loss, damage, liability or expense incurred by the Lessor in connection with the granting or enforcing of any security interest hereunder, including, without limitation, reasonable attorney's fees; and

(8) The Board of Directors of the Lessor may, in its discretion, waive any or all of the provisions of this Paragraph 34 with respect to the grant of a security interest in the Lessee's leasehold estate and shares.



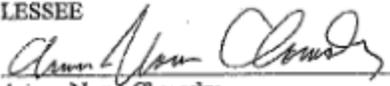
Witness

LONGVIEW CORPORATOIN
By: 

Roger Smith, President



Witness

LESSEE


Avram Noam Chomsky

[ire/Longview/CHOMSKY-rider to lease]