

*Request for Proposals
Union Station Grand Hall & Restaurant Space
Property Lease*



*Union Station
10 Washington Square, Worcester, Massachusetts*



Peter Dunn
WRA Chief Executive Officer

Paul D. Morano
Assistant Chief Development Officer

**WORCESTER REDEVELOPMENT AUTHORITY
ROOM 402, CITY HALL
455 MAIN STREET
WORCESTER, MA 01608
(508) 799-1400**

ISSUANCE DATE: May 8, 2026

REQUEST FOR PROPOSALS

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
NOTICE TO PROPOSERS**

RFP TITLE: Property Lease – Union Station Grand Hall & Restaurant Space at 10 Washington Square/WRA

All proposals are subject to the terms, conditions, and specifications herein set forth:

1. The Worcester Redevelopment Authority (WRA) is offering for lease a portion of the real property located at 10 Washington Square, Worcester, Massachusetts (“Property”). The WRA is seeking a qualified Lessee to operate a banquet and conference facility at the Property. The successful bidder of the Request for Proposals (RFP) will be assigned Preferred Proposer status, at which time documents will be drafted regarding the lease of the Property in accordance with this RFP.

The Property is zoned Business, General 6.0 (BG-6.0). Operations must be consistent with permitted by-right uses and special permit uses within the zoning district and in conformance with all restrictions under Section I: Declaration of Restrictions.

Address	MBL	Leased Premises	Zoning
10 Washington Square	02-014-00012	Approximately 15,535 square feet of space, including the Grand Hall, restaurant, and patio	BG-6.0; By right uses

Proposals are due at the Worcester Redevelopment Authority, Room 402, City Hall, 455 Main Street, Worcester, Massachusetts 01608 no later than Friday, June 26, 2026 at 10:00 AM.

Proposers will be able to tour the property with a WRA representative on Wednesday, May 20, 2026 at 10:00 AM and on Wednesday, June 3, 2026 at 10:00 AM. Please meet the WRA representative inside Union Station in the Grand Hall.

2. Any prospective Proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Chief Executive Officer. No changes will be considered or any interpretation issued unless such request is submitted to the WRA within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled proposal submission date.

Any inquiries related to technical, procurement or contractual matters must be submitted in writing to:

Mr. Peter Dunn
Chief Executive Officer
455 Main Street, Room 402
Worcester, MA 01608
Email address: dunn@worcesterma.gov

3. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The WRA encourage participation by Minority and/or Women Owned Business Enterprises (M/WBE).
4. The following meanings are attached to the defined words when used in the RFP.
 - a. The word “WRA” means the Worcester Redevelopment Authority.
 - b. The word “City” means the City of Worcester, Massachusetts.
 - c. The word “Proposer” means the person, firm, or corporation submitting a proposal in response to these specifications.
 - d. The phrase “Minimum and Mandatory Evaluation Criteria” means the criteria for determining responsiveness and responsibility considered to be essential to satisfactory completion of the project.
 - e. The phrase “Comparative Evaluation Criteria” means the criteria for determining the relative merits of both the proposed plans and the proposed Lessee.
 - f. The phrase “Preferred Proposer” means the Proposer that is selected through this RFP.
 - g. The phrase “Lessee” means the Preferred Proposer that enters into a lease with the WRA through this RFP.
5. All material submitted by a Proposer becomes the property of the WRA. The WRA is under no obligation to return any of the material submitted by a Proposer in response to this RFP.

Each proposal must remain in effect for 120 days from the deadline for submission.
6. The minimum requirements and restrictions of this RFP are binding and not subject to negotiations. The WRA reserves the right to accept or reject any or all of the proposals submitted and may waive minor informalities.
7. The WRA will review and analyze each proposal and reserves the right to interview selected Proposers. The WRA shall select the Proposer that has made the proposal best suited to the needs and goals of the WRA in the sole discretion of the WRA and deemed to be in compliance with the terms of this RFP.
8. The Proposer must certify that no official or employee of the WRA or the City is particularly interested in this proposal or in the lease which the Lessee proposes to execute or in expected profits to arise therefrom, unless there has been compliance with the applicable provisions of G.L. c. 43, Section 27, and G.L. c. 268A, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

9. the Worcester Redevelopment Authority makes no representations or warranties regarding the condition of the Property. The Lessee is solely responsible to become familiar with the Property, making its own determination regarding the feasibility of its proposed use.
10. It is understood and agreed that it shall be a material breach of any lease resulting from this RFP for the Lessee to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, genetic information, ancestry, disability, source of income, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object.
11. The Lessee shall not discriminate against any qualified employee or applicant for employment because of physical disability, race, color, religious creed, national origin, genetic information, ancestry, disability, source of income, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object. The Lessee agrees to comply with all applicable federal and state statutes, ordinances, rules, and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; G.L. c. 151B, Section 4(1), and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the Lessee of such statutes, ordinances rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Lessee agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

At the sole determination of the WRA, any Proposer who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the RFP Requirements.

12. The successful Lessee shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded lease shall be governed under the laws of the Commonwealth of Massachusetts.
13. If the Chief Executive Officer or any employee, agent, or any other officer or employee of the City or the WRA who has taken part in the leasing of the Property is financially interested, directly or indirectly, any agreement between the parties shall be void.
14. The award to the Preferred Lessee may be cancelled in the event of any instance of nonperformance as may be determined by the WRA.
15. The WRA may, in its discretion, disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, determined by the City of Worcester's Treasurer and Collector of Taxes, not to be current on real estate taxes and/or water and sewer fees, which have accrued to the Proposer's properties during the time the Proposer has been the owner of record of such properties. The term "current" in the preceding sentence means that Proposer shall not owe, at the time of submission, real estate taxes, water fees, and sewer fees for all the Proposer's properties other than taxes, water fees, and sewer fees that have accrued in the current fiscal year and liens or arrearages accrued to

such properties while owned by someone other than the Proposer. The Treasurer and Collector of Taxes shall have the sole discretion to determine which Proposers are current and which are not with respect to the provisions of this paragraph.

16. The WRA may, in its discretion, disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, which are the owners of record of property and are determined to be, by the City of Worcester's Building Commissioner, not in compliance with all government approvals, laws, and regulations at the time of the proposal submittal date. The Building Commissioner shall have the sole discretion to determine which Proposers are in compliance and which are not with respect to the provisions of this paragraph.
17. The Preferred Proposer shall execute an Access Agreement with the WRA within 30 days from receipt of the Chief Executive Officer's designation of a winning proposal. At the WRA's sole determination, the timeline above may be extended. The Preferred Proposer agrees to work in good faith with the WRA to arrive at a viable usage scenario to be described in the Access Agreement.
18. The Access Agreement and lease will be drafted by the City's Law Department in compliance with the terms of the RFP and may incorporate the terms of this RFP and of the proposal selected.
19. No amendment to the Access Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties.
20. The Lessee shall be required to indemnify and save harmless the WRA for all damage to life and property that may occur due to breach of the lease, as well as their negligence or that of their employees, contractors, subcontractors, agents, invitees, etc. during the duration of the Access Agreement and during the duration of the resulting lease agreement.
21. Except for purposes of obtaining financing or involving an entity controlled by the Preferred Proposer / Lessee, the Preferred Proposer / Lessee shall not assign, transfer, sublet, convey or otherwise dispose of the Access Agreement or any other contract which results from this RFP, or its right, title, or interest therein or its power to execute the same to any other person, firm, partnership, company, or corporation without the prior written approval of the WRA. If the Preferred Proposer / Lessee attempts any of the above without written consent of the WRA, the WRA reserves the right to declare the Preferred Proposer / Lessee in default and terminate the Access Agreement or any other contract between the parties for cause. Notwithstanding any provision to the contrary, nothing in this paragraph or in this RFP shall grant the Lessee any right to lien or encumber any WRA property.
- 22. The Lessee shall thereafter execute the lease agreement between the WRA and the Lessee for the Property, as prepared by the City's Law Department, within 90 days of executing the Access Agreement. Notwithstanding the foregoing, the WRA, in its sole discretion, reserves the right to extend the established deadline for execution of the lease agreement for extenuating circumstances.**

REQUEST FOR PROPOSALS PROPERTY LEASE

UNION STATION
10 WASHINGTON SQUARE
WORCESTER, MASSACHUSETTS

INTRODUCTION

The WRA is seeking proposals from qualified individuals, companies, or organizations to lease approximately 15,535 square feet of space located on the first floor of Union Station, 10 Washington Square, Worcester, Massachusetts to operate a banquet and conference facility in the Grand Hall, restaurant/commissary space, and an outdoor patio, as well as approximately 2,110 square feet of additional space for storage in the basement of Union Station.

This RFP is open to all prospective proposers capable of and qualified to meet the objectives and requirements described in the specifications below. By submitting a proposal, each proposer understands it is making an offer to lease the described property subject to the assumptions, conditions, and contingencies identified in this RFP.

Property Detail

Union Station consists of approximately 100,000 square feet of space. Of the 100,000 square feet, approximately 50,000 square feet is leasable space. The historic Union Station boasts a 2,700 square foot Rotunda and a Grand Hall consisting of approximately 9,180 square feet of beautifully restored space which is available for rent for special occasions, functions, and conferences. This RFP is for the lease of the Grand Hall event operations, approximately 6,130 square feet of restaurant/commissary space, and approximately 225 square feet of outdoor patio space located on the first floor of Union Station.

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

1. Operations must be for a taxable or tax equivalent use.
2. **The Property shall be leased on an as-is basis.** The WRA makes no representation of any kind or nature regarding the condition of the Property. The Lessee shall become sufficiently familiar with the Property to make its own determination regarding the requirements and feasibility of its proposed use.
3. All site improvements are subject to approval by the relevant and appropriate regulatory body (i.e., Planning Board, Zoning Board of Appeals, Historical Commission, and Conservation Commission), as applicable. It is the sole responsibility of the Lessee to obtain all necessary permits and approvals, including food establishment permits.
4. The development will be subject to layout and design review by the WRA. Any proposed lighting and signage must be approved, in writing, by the WRA.
5. Proposers are required to demonstrate in their proposal that they have sufficient financial capacity and commitment to conduct the necessary measures of due diligence required to

proceed to the Access Agreement. Any proposal that suggests the WRA or City “must” or “shall” contribute funds or other forms of assistance as a condition of the proposal will be considered a conditional proposal and shall be rejected.

6. The Property is zoned Business, General – 6.0 (BG-6) Proposed uses must be allowed under all zoning requirements. See [City Zoning Ordinance](#) for more detailed zoning information.
7. The Lessee shall make all reasonable efforts to minimize disruption, interference and impact to neighbors and the daily operations of surrounding businesses.
8. The Lessee will be responsible for obtaining parking, as needed, which will not be provided through the lease. Public parking is available in the adjacent Union Station Parking Garage, controlled by the City of Worcester. The space may be operated only during the hours of operation of Union Station.
9. The Lessee will be responsible for emptying any and all trash receptacles utilized at the leased premises daily. The WRA shall provide the Lessee with appropriate dumpsters for the placement of the Lessee’s trash and rubbish.
10. The Lessee shall promptly pay all separately metered utility charges, if any, including, without limit, the following: natural gas, electricity, telephone service, internet service and access, HVAC, and all other utilities furnished to the leased premises that are separately metered.
11. The Lessee may be granted access and use of the stairwell and loading dock solely for emergency egress and periodic loading purposes.

SECTION II. EVALUATION CRITERIA

1. **Procedures:** The WRA will select the Preferred Lessee in accordance with the procedures and criteria established by this RFP. After the deadline for submission of proposals to the WRA, all proposals shall be reviewed for compliance with the stated procedures and criteria, including the Minimum Evaluation Criteria listed below. All proposals will be reviewed by the Chief Executive Officer or his designee and may also be reviewed by representatives from the City’s Executive Office of Economic Development and other City departments and divisions as appropriate.

Any proposal failing to satisfy any portion of this RFP, including but not limited to the Minimum Evaluation Criteria, will be rejected in the sole opinion of the WRA. The remaining Proposals will then be reviewed applying the criteria set forth in the Comparative Evaluation Criteria and a joint recommendation to the WRA Board will be made by the Chief Executive Officer (or his designee). The WRA Board will subsequently make the final designation.

2. **Minimum Evaluation Criteria:** Each offer to lease the Property contained in this RFP shall include the following information and comply with the following requirements. Proposals not so complying or not including all of this information, or with insufficient information to meet the

criteria described below, shall be eliminated from further consideration. See Section III for checklist and proposal submission format.

a. Proposal: Proposers must submit a Proposal Letter of Intent to Peter Dunn, Chief Executive Officer, Room 402, 455 Main Street, Worcester, MA 01608, indicating an offer to lease the Property. The Proposal must be submitted in a sealed envelope. Within the Letter of Intent, the Proposer must:

- Provide a clear statement of the Proposer's interest in leasing and operating the Property.
- Include a commitment by the Proposer to comply with the terms and conditions of the RFP.
- Include a commitment by the Proposer to act in good faith to expeditiously negotiate and execute the Access Agreement.

The Proposal must be signed by the person(s) with authority to contractually bind an offer to lease the Property on behalf of the Proposer.

b. Description of the Lessee: A description of the entity submitting the proposal must include the name of all partners, corporate name(s), and dba(s) if applicable, and the principal place of business and telephone number, names and addresses of all investors, shareholders, and officers of the corporation, names and titles of persons with the authority to contractually bind an offer to lease with proof of authority by corporate vote or other. The description of the Proposer shall also provide the following information:

- Specific identification and description of the Proposer's experience and qualifications in owning and/or managing a banquet and/or events facility, including food and beverage operations.
- Experience (if any) working with the public sector.

c. Description of Proposed Use: Proposers must describe the proposed use of the Property for which the proposal is submitted. The description must include:

- A clear and detailed statement describing the proposed events, functions, and conferences to be held in the Grand Hall, as well as the proposed use of the restaurant/commissary space and outdoor patio.
- The proposed days and hours of operation.
- Anticipated leased premises improvements and design considerations that will complement the surrounding architecture and uses.
- Anticipated number of annual events in the Grand Hall.
- All other improvements that will contribute to the Properties' quality.
- The proposed term for use and occupancy.

d. Financial Plan: A description of the Proposer's existing financial capacity to support the proposed uses at the property. The description shall also include:

- A description or pro-forma financial statement, including anticipated revenues and expenses, to outline the overall financial model to support operations.

e. Price: The monetary offer shall be submitted through a separate Price Proposal Form.

3. Comparative Evaluation Criteria: The WRA anticipates that each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated by the WRA according to the Comparative Evaluation Criteria to determine the relative merits of each proposal. The review will cover the criteria listed below, which will be evaluated on a weighted scoring system. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed, rated, and scored on a system of “Highly Advantageous,” “Advantageous,” and “Not Advantageous.” A “Highly Advantageous” ranking will receive the maximum allotted percentage points, an “Advantageous” ranking will receive half of the maximum allotted percentage points, and a “Not Advantageous” will not receive any percentage points for each criteria listed below. The rating and evaluation of these criteria will be at the sole discretion and determination of the WRA.

I. Property Reuse

Highly Advantageous – A proposal that most clearly demonstrates a viable use of the Grand Hall and other leasable commercial space that complements existing uses. A proposal that presents a feasible plan for at least 75 events in the Grand Hall annually.

Advantageous – A proposal that partially demonstrates a viable reuse of the Grand Hall and other leasable commercial space that complement existing uses. A proposal that presents a feasible plan for at least 50 events in the Grand Hall annually.

Not Advantageous – A proposal that either does not demonstrate a viable reuse of the Grand Hall and leasable commercial space and/or does not complement existing uses. A proposal that presents a feasible plan for less than 50 events in the Grand Hall annually.

II. Experience

Highly Advantageous – The Proposer that demonstrates more than five (5) years of experience owning and/or managing a banquet and conference facility.

Advantageous – The Proposer that demonstrates one (1) to five (5) years of experience owning and/or managing a banquet and conference facility.

Not Advantageous – The Proposer that does not demonstrate at least one (1) year of experience owning and/or managing a banquet and conference facility.

III. Financial Plan

Highly Advantageous – A proposal that most clearly demonstrates a firm financial commitment and financial capacity to support operations and fulfill the terms of the lease agreement.

Advantageous – A proposal that reasonably demonstrates a financial commitment and financial capacity to support operations and fulfill the terms of the lease agreement.

Not Advantageous – A proposal that does not demonstrate a financial commitment or financial capacity to support operations or fulfill the terms of the lease agreement.

IV. Use & Occupancy Term

Highly Advantageous – The proposal that demonstrates a commitment to tenancy and operations for greater than 60 months at the Property.

Advantageous – The proposal that reasonably demonstrates a commitment to tenancy and operations between 24 and 60 months at the Property.

Not Advantageous – The proposal that either does not include a tenancy commitment or for operations for a period of less than 24 months at the property.

SECTION III. PROPOSAL SUBMISSION FORMAT AND CHECKLIST

Proposers should review the following checklist to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Proposers should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP.

Submission of Proposals:

Proposals must be submitted in two (2) packages, one containing the “non-price proposal” and one containing the “price proposal.” Proposers must clearly identify each package on the face of the envelope. The non-price proposal package should contain one (1) original and two (2) copies. The packages must be labeled as follows:

Chief Executive Officer, Worcester Redevelopment Authority
Property Lease – Union Station
455 Main Street, Room 402
Worcester, MA 01608

Late submissions will be rejected, regardless of circumstances. The WRA is not responsible for submittals not properly marked.

CHECKLIST: ASSEMBLY ORDER OF PROPOSALS

1. Bid Price Proposal Form (sealed separately)
2. Letter of Intent that includes the following:
 - a. A clear statement of the Proposer’s interest in leasing and operating the Property.
 - b. A commitment by the Proposer to comply with the terms and conditions of the RFP.
 - c. A commitment by the Proposer to act in good faith to expeditiously negotiate and execute the Access Agreement.
 - d. Description of the Lessee
 - e. Description of Proposed Reuse
 - f. Financial Plan
3. Certificate of Non-Collusion (Appendix A)
4. Certificate of Tax Compliance (Appendix B)
5. Proposer Entity Disclosure Statement (Appendix C)
6. Real Property Disclosure Statement (Appendix D)

PRICE PROPOSAL

PROPERTY LEASE – WORCESTER REDEVELOPMENT AUTHORITY
UNION STATION
10 WASHINGTON SQUARE, WORCESTER, MA

Proposed Monthly Rental Amount – Minimum Bid of \$11,000 Per Month

OFFER: \$ _____

Name of
Proposer: _____

Address of
Proposer: _____

Signature of
Proposer: _____

LIST OF APPENDICES

1. Appendix A – Certificate of Non-Collusion
2. Appendix B – Certificate of Tax Compliance
3. Appendix C – Proposer Entity Disclosure Statement
4. Appendix D - Real Property Disclosure Statement
5. Appendix E – Draft Access Agreement
6. Appendix F – Draft Lease Agreement

APPENDIX A

Certificate of Non-Collusion

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)

Name of Person Signing Bid: _____

Signature of Person Signing Bid: _____

Date: _____

Title: _____

Address & Zip Code: _____

No award will be made without Bidder certification of the above.

APPENDIX B

Certificate of Tax Compliance

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Return and Paid ALL Mass. State and City Taxes Required under Law.

Company Name _____

Street and No. _____

City or Town _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Social Security No.
or
Federal Identification No. _____

Certified by State Office of Minority and Women Business Assistance (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from City Bid Lists.

Authorized Signature

APPENDIX C

Proposer Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Kindly furnish the following information regarding the Respondent:

- (1) If a Proprietorship

Name of Owner: _____

ADDRESS	ZIP CODE	TEL. #
Business: _____	_____	_____
Home: _____	_____	_____

- (2) If a Partnership

Full names and address of all partners:

NAMES	ADDRESSES	ZIP CODE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BUSINESS ADDRESS	ZIP CODE	TEL. #
_____	_____	_____

(3) If a Corporation:

(4)

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ Zip Code _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

Give the following information regarding Surety Company:

Full Legal Name of Surety Company: _____

State of Incorporation: _____

Principal Place of Business: _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

NOTE: The Office of the Attorney General, Washington, D.C. requires the following information on all proposals amounting to \$1,000.00 or more.

E.I. Number of Proposer _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN," U.S. Treasury Department Form 941.

Authorized Signature of Proponent:

_____ Title: _____

Date: _____

APPENDIX E

Site Access License Agreement
between
The Worcester Redevelopment Authority
And
TBD

WHEREAS, the Worcester Redevelopment Authority (the “WRA”), owns that certain real property situated at 10 Washington Square, Worcester, MA 01604 (Assessing Parcel 02-014-00012) (the “Parcel”); and

WHEREAS, the WRA has been negotiating the lease of a portion of the Parcel, consisting of approximately 15,535 +/- square feet of leasable space, as shown in Exhibit A attached hereto (the “Property”), pursuant to a Request for Proposals issued on May 8, 2026; and

WHEREAS, _____, a Massachusetts _____ organization with a principal address at _____, Massachusetts _____, (“Licensee”) desires access to the Property to conduct due diligence activities, including certain inspections, surveys, and tests, related to the preparation of existing conditions plans and construction plans (“Site Assessment”);

NOW, THEREFORE, the WRA, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to the Licensee a non-exclusive license, revocable at the will of the WRA, to enter upon the Property for the sole purpose of performing the Site Assessment, subject to the following terms and conditions:

1. The Licensee, and any and all of its personnel, employees, agents, servants, contractors, subcontractors, and/or representatives acknowledge and agree that their entry upon the Property under this license is at their own risk, that access to the Property is being afforded on an as-is basis only, and that the WRA makes no representation or warranty as to the condition of the Property and that the WRA shall have no responsibility or liability for any loss or damage or injury resulting therefrom.

2. Prior to the start of the Site Assessment, Licensee shall provide the WRA with a written list of all persons, including, without limit, its personnel, employees, agents, servants, contractors, subcontractors, and/or representatives, who shall be accessing the Property pursuant to this license, including each individual’s name, address, and phone number. Any change in persons identified on said list shall be provided in writing to the WRA two (2) business days in advance. If Licensee changes contractors during the term of this license, Licensee shall provide the WRA two business days advance written notice containing the new contractor’s name, principal business address, and telephone number.

3. All work undertaken by the Licensee pursuant to this license shall be completed by qualified contractors, engineers, surveyors, and/or consultants. The scope of work for the Site Assessment is set forth in Exhibit B, attached hereto and incorporated by reference herein.

4. The Licensee assumes full and exclusive responsibility for compliance with all federal, state, or municipal laws, rules, orders, regulations, health and safety procedures, or requirements which may be applicable to the activities conducted on the Property under this license. Licensee shall provide the WRA with a copy of all permits, licenses, approvals, determinations, insurance certificates as specified below, or other documentation demonstrating such compliance before entry onto the Property.

5. The Licensee and its contractor(s) shall obtain and maintain in force at all times during the term of this license, occurrence basis insurance coverages pertaining to General Liability, Property Damage, and Automobile Liability (if applicable) and in at least the following amounts:

- a. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- b. Excess/Umbrella Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate
- c. Automobile Liability/ Combined Single Limit - \$1,000,000 per occurrence/\$2,000,000 aggregate (all owned, scheduled, hired, and non-owned autos)

6. The Licensee and its contractor(s) shall also obtain and maintain in force at all times during the term of this license Workers Compensation insurance satisfying the Massachusetts Statutory Requirements.

7. The Licensee and its contractor(s) shall furnish the WRA with certificates of insurance coverage of the types and amounts required above, in a form satisfactory to the WRA, prior to the execution of this license. The WRA shall be named as an additional insured on said coverages and shall be identified as a Certificate Holder on all certificates of insurance required hereunder. The certificates shall be sent to the Worcester Redevelopment Authority in care of Chief Executive Officer, 455 Main Street, Room 402, Worcester, Massachusetts 01608. The Licensee and its contractor(s) shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation.

8. The Licensee shall be responsible for ensuring that its contractor(s) comply with Paragraphs 5, 6, and 7 herein.

9. The parties shall agree on mutually acceptable date(s) and time(s) for the entry of Licensee onto the Property for purposes of conducting the Site Assessment. The WRA reserves the right to be present and observe first-hand all work conducted by the Licensee on the Property under this license. The Licensee assumes full and exclusive responsibility for securing the Property and locking the leasable space each day.

10. Licensee agrees to plan and execute its activities on the Property so as not to unreasonably interfere or disrupt vehicular or pedestrian traffic in and around the Property, cause any physical disturbance to the public street or sidewalk located adjacent to the Property and/or jeopardize the safety of persons or property located on the Property.

11. Licensee agrees to perform the Site Assessment as expeditiously as practicable.

12. Licensee hereby agrees, at the WRA's request, to promptly provide the WRA, at no cost, with copies of all written documentation pertaining to the activities planned for or conducted on the Property.

13. The Licensee agrees that the Site Assessment are to be conducted at its sole cost and expense and the Licensee hereby waives any claim against the WRA for reimbursement of such costs and expenses.

14. Except as may be allowed by this or subsequent license, the Licensee agrees to promptly and peaceably vacate the Property upon expiration or revocation of this license.

15. Any item of value located on the Property which is damaged or destroyed or materially disrupted in the course of conducting the Site Assessment by this license shall be promptly repaired or replaced by the Licensee, or, in lieu of such repair or replacement, the Licensee shall, if so required by the WRA, pay to the WRA an amount sufficient to compensate for the loss thereby sustained upon presentation of documentation and proof of loss or damages claimed within thirty (30) days of receipt of such proof of loss and documentation.

16. The Licensee agrees to save harmless and indemnify the WRA, its successors and assigns for any loss, cost, damage or injury arising or resulting from acts or omissions of the Licensee, its personnel, employees, agents, servants, contractors, subcontractors, and/or representatives in connection with their use of the Property under this license.

17. This License is for the sole benefit of the Licensee and shall not be conveyed, assigned, or otherwise transferred by Licensee.

18. This License shall be valid for sixty (60) days from the date hereof, unless extended in writing by the WRA.

19. This License is granted by the WRA with full reservation of, and without prejudice to, all rights and claims which the WRA may have against Licensee in respect to the Property. Nothing in this License or in the course of negotiations leading thereto shall be construed or otherwise be deemed as an assumption of liability, an admission against interest or a waiver of right on the part of either party.

20. Notices and notifications required under this License shall be given as follows:

If to WRA, to: Peter Dunn
Worcester Redevelopment Authority
455 Main Street – Room 402
Worcester, MA 01608

If to Licensee, to: _____

21. Any amendments to this license shall be agreed upon, in writing, by the WRA and the Licensee.

22. All obligations assumed and agreements made by the WRA and Licensee hereunder shall survive the expiration or revocation of this license and shall continue to bind the representatives, successors and assigns of the above-named parties.

23. This license shall not be recorded or registered.

24. This license shall be of no force and effect unless and until (a) it is accepted by execution of a duly authorized representative of the Licensee; (b) two original execution copies are returned to the WRA; and (c) the WRA acknowledge same by their countersigning hereof.

25. The persons signing this License represent and warrant that they have full power and authority to execute and deliver this License on behalf of the party for whom they have signed.

[signature page to follow]

IN WITNESS WHEREOF, the **LANDLORD** and **TENANT** have hereunto set their hands and seals as of this _____ of _____, 2026.

RECOMMENDED:

**WORCESTER REDEVELOPMENT
AUTHORITY**

Peter Dunn, Chief Development Officer
& WRA Chief Executive Officer

Sherri Pitcher
Vice Chair

Approved as to legal form:

Alexandra H. Kalkounis, City Solicitor
& WRA Chief Legal Counsel

By: _____

Title: _____

DRAFT

EXHIBIT A
LEASED PREMISES

[To Be Inserted]

DRAFT

EXHIBIT B

SITE ASSESSMENT
SCOPE OF WORK

[To Be Inserted]

DRAFT

APPENDIX F

DRAFT COMMERCIAL LEASE AGREEMENT

This **COMMERCIAL LEASE AGREEMENT** (“**Lease Agreement**”) is made and entered into as of the _____ day of _____, 2026 by and between the **Worcester Redevelopment Authority**, a body politic and corporate established pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts and with a principal place of business located at 455 Main Street, Worcester, Massachusetts (the “**LANDLORD**”) and **TBD**, a _____ corporation with a principal place of business located at _____ Street, _____, Massachusetts (“**TENANT**”).

LANDLORD leases to TENANT, and TENANT hereby leases from LANDLORD a portion of premises located within and surrounding the Union Station building (“**Union Station**”), located at 2 Washington Square, Map 02, Block 014, Lot 00012, Worcester County, Worcester, Massachusetts (the “**Land**”), consisting of portions of the first floor, storage space, and outdoor patio.

In consideration of the mutual promises and agreements herein contained, the LANDLORD and TENANT hereby agree as follows:

Article 1

Leased Premises and Common Areas

- 1.1 Leased Premises.** The Leased Premises consists of approximately Fifteen Thousand, Five Hundred Thirty-Five (15,535) square feet, more or less, as shown on the plan entitled “**Exhibit A - Leased Premises**,” attached hereto as Exhibit A and incorporated herein by reference (the “**Leased Premises Plan**”), consisting of Unit 109 (approximately 6,130 square feet), outdoor patio space adjacent to Unit 109 (approximately 225 square feet), and Unit 110, the Grand Hall (approximately 9,180 square feet) which is exclusive of that portion of the Grand Hall leased to 961 Restaurant, LLC. Notwithstanding anything contained herein to the contrary, TENANT shall use and occupy Unit 110 only on such days and during such hours as TENANT hosts, conducts, or sublets a social event, gathering, or function. At all other times, Unit 110 shall remain public space used for intermodal transportation purposes and shall be under the care, custody, and control of the LANDLORD. LANDLORD further retains the right to license the use of Unit 110 for non-social events such as, but not limited to, the right to license photographic and film making events, governmental or political events (unless food or alcohol is to be served), provided such events do not conflict with the TENANT’s use of Unit 110.

- 1.2 Tenant Storage Space.** LANDLORD shall make available approximately Two Thousand, One Hundred Ten (2,110) square feet of Tenant Storage Space in the basement of Union Station for use by TENANT, as shown on Exhibit A-1 – Tenant Storage Space, attached hereto and incorporated herein by reference (the “**Tenant Storage Space Plan**”). Said Tenant Storage Space is enclosed in a larger space shared with other Union Station tenants and is located within a room accessible by a key (“**Larger Storage**”).

Space”). TENANT may reasonably improve and/or secure said Tenant Storage Space at its own expense, as set forth in Article 8. LANDLORD makes no representation of any kind or nature regarding condition of any Tenant Storage Space or Larger Storage Space. Said area is provided “as is”. LANDLORD shall not be liable for any damages incurred by TENANT for its use of such Tenant Storage Space or Larger Storage Space, including but not limited to, damages resulting from water, insects, rodents, or theft. LANDLORD in its sole discretion may move and/or alter the location or shape of said Tenant Storage Space within the Larger Storage Space or elsewhere in Union Station, but if it elects to do so and TENANT had previously secured the Tenant Storage Space, LANDLORD shall pay the costs, if any, for re-securing the storage area.

- 1.3 Common Areas – Definition.** The term “Common Areas” is defined as all areas and facilities outside the Leased Premises and within the exterior boundary line of Union Station and within the boundary lines of the Land that are provided and designated by LANDLORD from time to time for the general, non-exclusive use of LANDLORD, TENANT, and other tenants of Union Station, including, without limit, the following: (i) area comprised of approximately One Thousand Seven Hundred Forty Five (1,745) square feet designated as the “Loading Dock and Dumpster Common Area” on the plan entitled “Exhibit B – Loading Dock and Dumpster Common Area,” attached hereto and incorporated herein by reference (the “Loading Dock and Dumpster Common Area Plan”); and (ii) including areas of ingress and egress, elevators, delivery areas, exterior sidewalks, sidewalks, exterior and interior passageways, public bathrooms, public parking areas, trash areas, roadways, walkways, parkways, driveways, landscaped areas, striping bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators and roof and other areas at Union Station and the Land that are made available by LANDLORD for use by the general public and tenants of Union Station.
- 1.4 Common Areas – Tenant’s Rights.** The LANDLORD hereby grants to TENANT, for the benefit of TENANT and its employees, customers, and invitees, during the term of this Lease Agreement, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by the LANDLORD under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of Union Station. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, article, or object, either temporarily or permanently, in the Common Areas. In the event that any such storage shall occur, then LANDLORD shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to the TENANT, which cost shall be immediately payable upon demand by LANDLORD. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include any rights to advertise. The LANDLORD represents that the Common Areas comply with the Americans with Disabilities Act (“ADA”) and similar applicable laws and regulations.
- 1.5 Common Area Rules and Regulations.** LANDLORD or such other person(s) as LANDLORD designate(s) shall have the exclusive control and management of the

Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable Rules and Regulations with respect thereto. TENANT agrees to abide and conform to all such Rules and Regulations, and to cause its agents, employees, representatives, contractors, servants, suppliers, shippers, customers, and/or invitees to so abide and conform.

- 1.6 Common Areas – Changes.** LANDLORD shall have the right, in LANDLORD’s sole discretion, to make changes to the Common Areas, to close any of the Common Areas, and to do and perform such other acts and make such other changes in, to, or with respect to the Common Areas as LANDLORD may, in the exercise of sound business judgment, deem to be appropriate. To the extent practical, any such changes to the Common Areas or closures of the Common Areas shall not unreasonably interfere with TENANT’s access to or normal business operations at the Leased Premises.
- 1.7 Common Area – Operational Hours.** LANDLORD shall determine Common Area operational hours in its sole discretion, provided, however, those Common Areas integral to TENANT’s operations shall remain operational, at a minimum, during TENANT’s normal hours of operation.
- 1.8 Common Areas – Landlord’s Maintenance.** Subject to appropriation, LANDLORD agrees to perform routine maintenance for Union Station and to make ordinary repairs to Union Station, including the Common Areas and public restrooms. Notwithstanding, TENANT shall be solely responsible for maintaining and repairing the Leased Premises, in accordance with Article 4.2.
- 1.9 Exhibits – Approximate Size.** The parties acknowledge and agree that the areas designated on the Leased Premises Plan and the Loading Dock and Dumpster Common Area Plan, attached hereto as Exhibit A and Exhibit B, respectively, show the approximate size and location of the Leased Premises and the Loading Dock and Dumpster Common Area.

Article 2 Term

- 2.1 Term - Defined.** “Term” includes the Initial Term and the Extended Term pursuant to Article 2.2 and Article 2.3. The expiration of this Lease Agreement shall occur on the last day of the Initial Term or of the Extended Term, or any effective date of an earlier termination of this Lease Agreement.
- 2.2 Initial Term.** The Term of this Lease Agreement shall be for ____ (____) years, commencing on _____ and ending on _____, or any effective date of an earlier termination of the Lease Agreement.
- 2.3 Extended Term.** Unless sooner terminated, TENANT shall have the option for _____ (____) _____ (____) year extensions (the “Extended Terms”) upon mutual agreement, to be exercised individually, not collectively. The TENANT must be in full compliance with

the Lease and give written notice of interest in the Extended Terms to LANDLORD not more than twelve (12) months nor less than six (6) months before the expiration of the preceding Term; provided, however, that this provision shall in no way limit or waive the authority of the LANDLORD to terminate this Lease Agreement for cause. The Extended Terms shall be on the same terms, covenants and conditions hereof, except that: (i) there shall be no further extension of rights after expiration of the Extended Term; (ii) the Annual Base Rent during the Extended Term shall be as provided in Article 3.3(a), or Article 3.4, if applicable; and (iii) the Extended Term shall be subject to any such other terms as are expressly stated within this Lease Agreement as subject to change upon the exercise of the TENANT's right to the Extended Term.

Article 3
Rent

3.1 Base Rent – Initial Term.

- (a) The TENANT shall pay to the LANDLORD, without deduction or set-off except as otherwise provided in this Lease Agreement, the annual base rent (“Base Rent”) in equal monthly installments payable by check, or wire transfer of immediately available funds, on or before the first day of each calendar month during the Initial Term in lawful currency of the United States of America, as set forth in Table 3.1.1. If one check fails to clear due to insufficient funds, TENANT shall thenceforth pay by certified bank check. If the Initial Term commences other than on the first day of a calendar month or ends other than the last day of a calendar month, rent for such fractional month shall be prorated. Notwithstanding the first sentence of this paragraph, if the first day of the Initial Term is other than the first day of the calendar month, TENANT shall pay the applicable prorated Rent of the date of the first payment.
- (b) The provisions of Article 3.1(a) notwithstanding, TENANT shall begin paying LANDLORD the Monthly Base Rent set forth in Table 3.1.1 beginning _____ () months from the Lease Commencement Date, payable by certified bank check, or wire transfer of immediately available funds.
- (c) Base Rent shall be increased commencing on the first anniversary of the Rent Commencement Date and annually by three percent (3%) over the previous year's adjusted annual rent.

Table 3.1.1

Original Term	Monthly Base Rent	Annual Base Rent

- (d) TENANT shall make Annual Base Rent payment at the following address, or at such other address as LANDLORD may provide to TENANT in writing in accordance with the Notice provisions set forth in Article 17.1 herein:

Worcester Redevelopment Authority
 c/o Alexis Delgado – WRA Finance Manager
 455 Main St, Room 201
 Worcester, MA 01608

3.2 Base Rent – Extended Terms.

- (a) In the first year of each Extended Term, the TENANT shall pay to LANDLORD the Base Rent amount from the preceding year of the expiring Term. Each subsequent year of the Extended Term shall be increased by 3% annually. The TENANT shall pay to the LANDLORD, without deduction or set-off except as otherwise provided in this Lease, the Annual Base Rent in equal monthly installments payable by certified bank check, or wire transfer of immediately available funds, in advance on the first day of each calendar month during the Extended Term in lawful currency of the United States of America, as set forth in Tables 3.2.1 and 3.2.2.

Table 3.2.1 - Extended Term 1

Extended Term (1)	Monthly Base Rent	Annual Base Rent

Table 3.2.2 – Extended Term 2

Extended Term (2)	Monthly Base Rent	Annual Base Rent

- (b) TENANT shall make Extended Term Rent payment at the following address, or at such other address as LANDLORD may provide to TENANT in writing in accordance with the Notice provisions set forth in Article 17.1 herein:

Worcester Redevelopment Authority
 c/o Alexis Delgado – WRA Finance Manager
 455 Main St, Room 201

Worcester, MA 01608

- 3.3 Interest.** In addition to the LANDLORD's remedies under Article 16 hereof, any payments of rent, additional rent, and any other sums due under this Lease Agreement not paid within ten (10) days of the date due shall bear interest at the rate of twelve percent (12%) per annum from the original due date until paid.

Article 4
Use & Maintenance

- 4.1 Use.** TENANT shall use and occupy the Leased Premises to operate a banquet and conference facility in the Grand Hall and utilize restaurant/commissary space and an outdoor patio. TENANT acknowledges that Union Station is an intermodal transportation center and that access to, through, and within the Grand Hall shall remain unobstructed to the general public, except during an event utilizing that portion of the Leased Premises. Whenever the Grand Hall is utilized for an event, TENANT must maintain an adequate passage way for ingress and egress by the general public to the rest of Union Station. Within thirty (30) days of the execution of this Lease Agreement, TENANT shall provide LANDLORD, for its approval, a floor plan or plans identifying the event layout and public accommodation area(s) for various size events. Said layouts may be altered by mutual agreement of TENANT and LANDLORD.

TENANT shall make commercially reasonable efforts to cooperate with 961 Restaurant, LLC, its successors or assigns, to ensure events within the Grand Hall do not negatively impact access or quiet enjoyment of adjacent leased area.

LANDLORD is contractually obligated, through a settlement agreement involving an appeal to the Architectural Access Board, to make Union Station's public space, including the Grand Hall, available on three (3) dates per calendar year without payment of any rent or license fee to the disability community, for fundraising events to be scheduled at the convenience of the LANDLORD and the requesting entity. LANDLORD, upon receipt of a request to use the Grand Hall, shall confer with TENANT to determine the availability of the requested date.

- 4.2 Leased Premises Maintained in Same Condition.** The TENANT agrees to maintain the Leased Premises in the same condition as it was at the commencement of the Term or as they may be put in during the Term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, and, whenever necessary, TENANT agrees to replace plate glass and other glass therein, acknowledging that the Leased Premises is now in good order and the glass whole. TENANT shall also make ordinary interior repairs.

4.3 Restrictions on Use.

- (a) The Loading Dock and Dumpster Common Area shall be used by the TENANT only for access to the Leased Premises for the following purposes: (1) removal of garbage; (2) delivery of supplies necessary for completing the Build-Out; and/or (3) delivery of supplies necessary for conducting TENANT's Business operations on the Leased Premises. No other use shall be made of the Loading Dock and Dumpster Common Area.
- (b) TENANT shall not use or permit the use of the Leased Premises, the Common Areas, Union Station, and/or the Land in a manner that creates waste or a nuisance. The TENANT shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced.
- (c) TENANT shall not use or permit or permit anyone to use the Leased Premises in a manner which causes or is liable to cause injury to persons, the Land, Union Station, the Common Areas, or the Union Station systems, or impairs the proper and economic maintenance, operation, and repair of the Land, Union Station or the Union Station systems, or deprives any other tenant of its permitted use and occupancy of the Land, Union Station, and/or the Common Areas.
- (d) TENANT agrees to maintain, clean, and keep in good and working order any and all ducts, hoods, vents, oven and grill vents, ducts, equipment, and/or equipment associated with the Leased Premises.
- (e) TENANT agrees to adhere to the guidelines on rehabilitation of historic structures in all aspects of its tenancy at the Leased Premises including without limit, the Historic Structure Renovation Requirements, attached hereto as Exhibit C and incorporated herein by reference, and any otherwise applicable historic and/or preservation restrictions or requirements.

4.4 Equipment – Risk of Loss. The TENANT shall bear all risk of loss or damage to the following: (1) to equipment which occurs in transit to the Leased Premises, Union Station, and/or the Land; (2) to equipment purchased by TENANT; and (3) to leased or rented equipment used by the TENANT at the Leased Premises, Union Station, and/or the Land. The risk of loss or damage to purchased equipment shall remain with TENANT. The TENANT shall also bear the risk of loss or damage to the leased or rented equipment used at the Leased Premises, Union Station, and/or the Land. Such risk of loss for the equipment can be shifted to the LANDLORD if the damage or loss is due to the sole negligence of the LANDLORD, its agents, servants, or employees.

4.5 Trash and Rubbish. The TENANT agrees to empty any and all trash receptacles utilized at the Leased Premises at least once a week. The TENANT shall not use or place dumpsters at the Leased Premises or Common Areas without the LANDLORD's prior written approval. The LANDLORD shall provide the TENANT with appropriate

dumpsters for the placement of the TENANT's trash and rubbish. The LANDLORD shall be responsible to cause such dumpsters to be emptied on a regular basis.

- 4.6 No Parking Provided.** Parking is not controlled by the LANDLORD. TENANT will work with the City of Worcester and Off-Street Parking Board, if necessary, on any parking arrangements.

Article 5 Utilities

- 5.1 Mains, Conduits, and Other Facilities.** LANDLORD shall cause to be provided and maintained all necessary mains, conduits, and other facilities for the supply of water, electricity, natural gas, telephone service, fire alarm system, fire suppression system, HVAC system, and sewerage service to the Leased Premises, except as such utility conduits as shall be installed by TENANT according to Article 8 herein. The LANDLORD shall also provide a complete fire suppression sprinkler system for the multi-use space which shall include the appropriate amount of sprinkler heads for the TENANT's use, and all materials needed to ensure the system operates appropriately.
- 5.2 Utilities – Payment.** TENANT shall promptly pay all utility charges including, without limit, the following: water, telephone service, sewerage service, electronic surveillance system, internet service/access, heat, electricity, and any and all other utilities furnished to the Leased Premises which are separately metered.
- 5.3 Interruption in Utility Services.** LANDLORD shall not be liable for any interruption in utility, or for interruptions in utility services that are due to fire, accident, strike, acts of God, or other causes beyond its control or are necessary to make alterations, repairs, or improvements. If there is a need by LANDLORD to interrupt utility services to the Leased Premises and such interruption is during TENANT's business hours, there shall be an abatement of rent due LANDLORD during such periods.
- 5.4 Fire Suppression Sprinkler System.** The TENANT agrees to be responsible for the ordinary repair and maintenance of the fire suppression sprinkler system within the multi-use Space. The TENANT shall indemnify and hold harmless LANDLORD against and from any and all losses, damages, claims, suits, or actions for any injury or damage to person or property caused by TENANT's improper use and/or maintenance of the fire suppression sprinkler system, and insurance coverage therefore shall be included in the public liability policy which TENANT is required to furnish pursuant to this Lease Agreement.

Article 6 **Security Personnel and Crowd Dissipation and Control**

- 6.1 Security Personnel Provided by Landlord.** The LANDLORD provides security services for Union Station daily, through the Worcester Police Department substation, from 3:00 p.m. to 11:00 p.m. and from 11:00 p.m. to 7:00 a.m. Specific hourly

scheduling may change from time to time, at the sole discretion of LANDLORD, based on the capacity of the Worcester Police Department detail fulfillment.

- 6.2 Security Personnel – Additional Security to be Provided by Tenant.** If TENANT requires protective or security services at the Leased Premises and/or Union Station over and above those provided by LANDLORD pursuant to Article 6.1 herein, TENANT shall provide any such additional protective or security services at TENANT's sole cost and expense.
- 6.3 Crowds and Loiterers.** TENANT agrees that it shall keep the Leased Premises and the area immediately surrounding the Leased Premises free from crowds and loiterers during hours of operation and for one (1) hour after the time of closing set by any license obtained from the City of Worcester.
- 6.4 Landlord's Building Manager.** TENANT understands and acknowledges that LANDLORD maintains a building manager onsite who is an agent of the LANDLORD. TENANT agrees to assist and cooperate with LANDLORD's building manager in all respects and in all matters related to TENANT's occupancy of the Leased Premises and this Lease Agreement.

Article 7 Signs

- 7.1 Prohibited Signs and Window Treatments.** The TENANT shall not place or caused to be placed any sign, window treatment, poster, and/or banner of any shape, size, or material freely standing, affixed or attached through either permanent or temporary means on the exterior of Union Station, on the exterior facade of the Leased Premises, on the exterior of any of the structures thereon, on the exterior of the windows of the Leased Premises, the Loading Dock and Dumpster Common Area, or at any location that is visible from the exterior of Union Station or from the Grand Hall.
- 7.2 Permitted Signs and Window Treatments.** TENANT shall have the right to place necessary signage in a mutually agreeable location, within the Leased Premises, attached hereto as Exhibit A, all other signs and window treatments that the TENANT deems necessary and proper in the conduct of its business, with the exception of Prohibited Signs and Window Treatments, as such term is defined and explained in Article 7.1 herein, subject to prior written approval by the LANDLORD and the following conditions: (a) TENANT must obtain, at its sole expense, all permits and licenses required for the erection and maintenance of the signs and window treatments; (b) the erection and maintenance of the signs and window treatments must be permitted by law. TENANT shall indemnify and hold harmless LANDLORD against and from any and all losses, damages, claims, suits, or actions for any injury or damage to person or property caused by the erection and maintenance of the signs, and insurance coverage therefore shall be included in the public liability policy which TENANT is required to furnish pursuant to this Lease Agreement. Said signs and window treatments must be consistent

with the Historic Structure Renovation Requirements, as set forth by the document entitled the same attached hereto Exhibit C.

- 7.3 Removal of Signs, Objects.** Whereas the Union Station Building is a historically certified building and has been restored for the benefit of the public and for the public interest, notwithstanding Article 7.1 (Prohibited Signs and Window Treatments) and Article 7.2 (Permitted Signs and Window Treatments) herein, the TENANT shall immediately remove any and all objects, signs, window treatments, posters, and/or banners of any type, kind, shape, size, or material from the Leased Premises at the LANDLORD's written request.

Article 8 Improvements, Additions, and Alterations

8.1 Improvements.

- a. LANDLORD agrees to cooperatively review and approve any and all design and construction documents related to the TENANT's renovation of Units 109 and the patio space.
- b. The TENANT agrees to abide by any and all requirements set forth in Exhibit C, entitled Historic Structure Renovation Requirements.
- c. The TENANT agrees it shall use its best efforts to open said facility for business no later than _____ () **months from the Lease Commencement Date**. In the event TENANT has exercised due diligence in completion of the work necessary to open for business, TENANT's failure to open for business within _____ () **months of the Lease Commencement Date** shall not constitute an event of default.
- d. TENANT acknowledges that all contracts, at every tier, for capital improvements at Union Station are subject to the Massachusetts prevailing wages status, M.G.L. c. 149, §§26-27, and TENANT's contracts with its contractors shall include prevailing wages and TENANT will require its contractors to require the same of its subcontractors at every tier. In addition to prevailing wages, TENANT shall require its contractors to supply bonds securing the payment of labor and materials that comply with and incorporate the provisions of M.G.L. c. 149, §29.
- e. TENANT shall indemnify and hold harmless LANDLORD against and from any and all losses, damages, claims, suits, or actions for any injury or damage to person or property caused by the renovations, and insurance coverage therefore shall be included in the public liability policy which TENANT is required to furnish pursuant to this Lease Agreement.

- 8.2 Other Alterations or Additions.** TENANT is responsible for any costs related to improvements to the Leased Premises beyond the scope of the renovations. TENANT shall not make structural alterations or additions to the Leased Premises.

TENANT may make non-structural alterations that are minor in nature. This could include, but is not necessarily limited to furniture, fixtures, and equipment. All TENANT Improvements are subject to Landlord review and approval.

- 8.3 Alterations of Improvements Made Property of Landlord.** Any alterations or improvements made by the TENANT shall, at LANDLORD's option, become the property of the LANDLORD at the termination of occupancy as provided herein.
- 8.4 Mechanic's Liens and Similar Liens Prohibited.** TENANT shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to TENANT or claimed to have been furnished to TENANT in connection with work of any character performed or claimed to have been performed at the direction of TENANT and shall cause any such lien to be released of record forthwith without cost to LANDLORD.
- 8.5 Compliance with LANDLORD's Construction Contracts and Workforce Diversity Goals and Requirements..** The TENANT shall provide evidence to the LANDLORD that any and all contractors, subcontractors, or parties retained to complete any work allowed by Article 8 comply with the LANDLORD's construction contracts and workforce diversity goals and requirements set forth in Exhibit D, entitled Construction Contracts and Workforce Diversity Goal and Requirements, prior to the execution of any contract or agreement with said contractors, subcontractors, or parties and following completion of such work.

Article 9
Compliance with Laws

- 9.1 Unlawful Activities Prohibited.** The TENANT acknowledges that no trade or occupation shall be conducted in the Leased Premises, Common Areas, Union Station, or Land nor use made thereof which is unlawful, improper, noisy or offensive, or contrary to any law or any municipal ordinance in force in Worcester, Massachusetts. Without limiting the generality of the foregoing, TENANT agrees to conform to and comply with all applicable federal, state, county and municipal laws, orders and regulations. TENANT shall at all times conduct its business on the Leased Premises in a safe and lawful manner.
- 9.2 Permits and Licenses.** The TENANT further agrees to comply with all requirements of any public body or officers having jurisdiction and to procure, maintain and comply with all permits, licenses and other authorizations required for any use of the Leased Premises, Common Areas, and/or any parts thereof. In no event shall TENANT bring or maintain on the Leased Premises, Common Areas, Union Station, or the Land, or any parts or portions thereof, any oil or hazardous material as defined in Chapter 21E of the Massachusetts General Laws, as amended from time to time, or acids, chemicals or so called "red label products" which could create a fire hazard or emit noxious fumes.

- 9.3 Rules and Regulations.** TENANT agrees to comply with all laws, rules, and regulations affecting or pertaining to the Leased Premises, the Land and to parking thereon of any federal, state, or local governmental authority, or reasonable rules and regulations established by LANDLORD from time to time for the operation of Union Station or any portion thereof.
- 9.4 Discrimination Prohibited.** The TENANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The TENANT agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including, without limitation, the following: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; M.G.L. c.151B; and all relevant administrative orders and executive orders.
- 9.5 Conflict of Interest.** By executing this Lease Agreement, the TENANT certifies that no official or employee of the LANDLORD or the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the TENANT offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of M.G.L. c.43, §27.

Article 10 **Insurance**

- 10.1 Fire Insurance.** The TENANT shall not permit any use of the Leased Premises or Common Areas which will make void or voidable any insurance on the Premises of which the Leased Premises and Common Areas are a part, or on the contents of said Premises or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The TENANT shall, on demand, reimburse the LANDLORD, and all other tenants, all extra insurance premiums caused by the TENANT's use of the Leased Premises and/or the Common Areas.
- 10.2 Comprehensive Public Liability Insurance.** The TENANT shall obtain and maintain with respect to the Leased Premises comprehensive public liability insurance in the amount of \$2,000,000 in the aggregate and \$1,000,000 per occurrence, liquor liability coverage, and \$1,000,000 automobile insurance with combined single limit, bodily injury and property damage, all with responsible companies qualified to do business in Massachusetts and in good standing therein insuring TENANT against injury to persons or damage to property as provided by such policies.

Said public liability insurance shall provide coverage appropriate to save LANDLORD, the City of Worcester, harmless as set forth in Article 14 of this Lease Agreement. LANDLORD, the City of Worcester, shall be named as additional insured on the certificates of insurance and the appropriate insurance policies above. TENANT shall deposit with LANDLORD certificates of such insurance on or before taking occupancy

of the Leased Premises, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall be in a form satisfactory to LANDLORD and shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein.

TENANT shall also deposit with LANDLORD on or before the date TENANT takes occupancy, and thereafter within thirty (30) days prior to the expiration of any such policies, certificates of insurance showing that TENANT maintains workers compensation insurance policies on behalf of its employees. All such insurance certificates shall be in a form satisfactory to LANDLORD and shall provide that such policies shall not be cancelled without at least thirty (30) days' prior written notice to each insured named therein.

10.3 Insurance – Extended Term. The policy limits set forth in Articles 10.1 and 10.2 hereof shall be in effect for the Original Term. Prior to the commencement of the Extended Term, if TENANT has exercised its options to extend, LANDLORD shall notify TENANT of any required increase(s) in the policy limits based on generally accepted underwriting standards, which decision shall be at LANDLORD's sole discretion.

10.4 Waiver of Subrogation. All insurance carried by TENANT with respect to the Leased Premises or any property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against LANDLORD and against the City of Worcester to the extent rights have been waived by the insured prior to the occurrence of loss or injury. TENANT hereby waives any right of recovery against LANDLORD and the City of Worcester for loss or injury to the extent TENANT is protected by insurance so written.

Article 11

Assignment and Subleasing

11.1 Written Consent. The TENANT shall not assign, transfer, convey, delegate, subcontract or otherwise dispose of this Lease or any interest herein without the LANDLORD's prior written consent, which shall not be unreasonably withheld. The TENANT shall not sublet the whole or any part of the Leased Premises without the LANDLORD's prior written consent. Notwithstanding such consent, TENANT shall remain liable to LANDLORD for the payment of all rent and for the full performance of the covenants and conditions of this Lease. LANDLORD's consent in any instance hereunder shall not relieve TENANT of the requirement of obtaining LANDLORD's consent in any other instance. Any subcontract or other agreement to which the LANDLORD has consented shall be attached to the original of this Commercial Lease Agreement on file with the LANDLORD. No such assignment or subcontract shall relieve the TENANT from any obligation or liability under this Commercial Lease Agreement except as specifically set forth in the instrument of consent.

- 11.2 Landlord's Rights.** LANDLORD reserves the right to assign or transfer this Lease upon the condition that in such event this Lease shall remain in full force and effect, subject to the performance by TENANT of all its terms, covenants, and conditions, and upon the further condition that such assignee or transferee, except as assignee or transferee merely for security, agrees to perform all the terms, covenants and conditions under this Lease. Upon any such sale, assignment, or transfer, other than merely as security, TENANT agrees to look solely to the assignee or transferee with respect to all matters in connection with this Lease and LANDLORD shall be released from any further obligations hereunder. If TENANT makes any security deposit by virtue of this Lease or otherwise, LANDLORD may transfer the deposit to the assignee or transferee and thereupon LANDLORD shall be discharged from any further liability in reference thereto.
- 11.3 Assignment of Rents.** With reference to any assignment by LANDLORD of LANDLORD's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Leased Premises or any part thereof, TENANT agrees that the execution thereof by LANDLORD, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of LANDLORD hereunder unless such holder shall, by notice sent to TENANT, specifically otherwise elect and that, except as aforesaid, such holder shall be treated as having assumed LANDLORD's obligations hereunder only upon foreclosure of such holder's mortgage or the taking of possession of the Premises. No holder of a mortgage on the Leased Premises shall be deemed to have taken possession thereof by reason of (a) any action by such holder to cure a default by LANDLORD, (b) periodic entry by such holder's agents or employees onto the Leased Premises, or (c) demand for, or receipt of, payments of rent.
- 11.4 Termination; Merger.** Unless specifically stated otherwise in writing by LANDLORD, the voluntary or other surrender of this Lease Agreement by TENANT, the mutual termination or cancellation hereof, or the termination hereby the LANDLORD for breach or Default by TENANT, shall automatically terminate any sublease or lesser estate in the Leased Premises; provided, however, LANDLORD shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. LANDLORD's failure within ten (10) days following any such event to make a written election to the contrary written notice to the holder of any such lesser interest, shall constitute LANDLORD's election to have such event constitute the termination of such interest.
- 11.5 Sublease – Required Language.** TENANT agrees that it shall include the following language in any sublease relative to the Leased Premises: "Sublessee hereby acknowledges and agrees that this Sublease is and shall be subject and subordinate in all respects to the Commercial Lease Agreement by and between the Worcester Redevelopment Authority and the TBD, as dated herein, and Sublessee further acknowledges that it has received a copy of said Lease and that it will be bound by, and will comply at all times with, each and every applicable provision of said Lease."

Article 12
Subordination

12.1 Subordination. This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the Premises of which the Leased Premises are a part; provided, however, that the Lease Agreement shall be deemed to survive any such conveyance so long as, at the time of any such conveyance, the Lease is in good standing, that no TENANT default then exists and that there is not then existing any event, but for the passage of time, the giving of notice or both, would result in the existence of a default hereunder. TENANT agrees that it shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage, provided that TENANT's obligation to subordinate this Lease Agreement is subject to the condition that such mortgagee provides to TENANT a nondisturbance agreement whereby such mortgagee agrees to recognize TENANT under this Lease in the event such mortgagee acquires title to the Premises or otherwise sells the same to a third party. LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease Agreement there are no mortgages affecting title to Union Station of which the Leased Premises is a part.

Article 13
Landlord's Access

13.1 Landlord's Right of Access. The LANDLORD, its officials, employees or agents may, at any reasonable time, enter to inspect the Leased Premises and to make or supervise repairs or alterations and may remove placards, signs, window treatments, and signs not approved and affixed as herein provided, or remove objects, items, materials or things that are not removed by the TENANT in accordance with Article 7 and make repairs and alterations as LANDLORD should elect to do and may show the Leased Premises to others, and at any time following ninety (90) days prior to the expiration of the Initial Term, provided no extension shall have been earlier exercised, or the Extended Term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or the Premises of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation. Absent an emergency, the LANDLORD shall not enter the Leased Premises without advance notice. Any work done by LANDLORD within the Leased Premises pursuant to this reserved right shall be done in a manner to minimize interference with TENANT'S use of the Leased Premises.

13.2 Minimal Interference. Any work done by LANDLORD within the Leased Premises pursuant to this reserved right shall be done in a manner to minimize interference with TENANT's use of the Leased Premises. All such activities of LANDLORD shall be without abatement of rent.

Article 14
Indemnification and Liability

- 14.1 Indemnification.** TENANT agrees that it will protect and indemnify LANDLORD, the City of Worcester, and their respective officers, officials, employees, and agents, (hereinafter referred to as the “Indemnified Parties”) and save them harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of (a) any accident, injury to or death of persons or damage to or loss of property, by theft or otherwise, occurring on or about the Leased Premises unless caused by or due to the willful misconduct of the Indemnified Parties, (b) any failure on the part of TENANT to perform or comply with any of the terms of this Lease, or (c) any acts of the TENANT, its employees, agents, contractors, servants, or representatives in or around Union Station, the Land, and/or the Common Areas. In case any action, suit or proceeding is brought against the Indemnified Parties by reason of any such occurrence, TENANT, upon LANDLORD's and/or the City of Worcester's request, will at TENANT's expense, cause such action, suit or proceeding to be resisted and defended by counsel designated by LANDLORD and/or the City of Worcester. The indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. TENANT'S obligations under this provision shall not terminate with the expiration or termination of this Lease Agreement, but shall survive it.
- 14.2 Fire Suppression System - Indemnification.** The TENANT shall indemnify and hold harmless LANDLORD and the City of Worcester against and from any and all losses, damages, claims, suits, or actions for any injury or damage to person or property caused by TENANT’s negligence, improper use, and/or improper maintenance of the fire suppression sprinkler system, and insurance coverage therefore shall be included in the public liability policy which TENANT is required to furnish pursuant to this Lease Agreement.
- 14.3 Neglect of Tenant.** TENANT will save LANDLORD and the City of Worcester harmless from and against any and each loss incurred or penalty, claims or damage suffered, imposed, made or recovered by reason of the failure or neglect of TENANT or its agents, employees, representatives, contractors, servants, suppliers, shippers, customers, and/or invitees to observe and comply with any and all applicable federal, state, county and municipal laws, orders, rules and regulations.
- 14.4 Environmental Indemnification.**
- (a) LANDLORD represents that it has no knowledge of and has not received any notice of the current or past existence of any materials currently considered to be Oil and/or Hazardous Materials (as defined below) existing, deposited or discharged on or from, or transported to, from or across or migrating toward or across Union Station.

- (b) TENANT absolutely and irrevocably will protect and indemnify, defend and hold the Indemnified Parties harmless from and against any claim, third party claim, cost, damage (including, without limitation, consequential damages), expense (including, without limitation, attorneys' fees and costs), loss, liability, or judgment now or hereafter arising as a result of any claim for environmental cleanup cost, any resulting damage to the environment and any other environmental claims against TENANT, the Indemnified Parties, the Land, Union Station, the Common Area, and/or the Leased Premises resulting from any negligence or willful misconduct by TENANT or anyone claiming under TENANT relating to the release, threat of release, generation, storage, disposal, removal, transportation or treatment of Oil and/or Hazardous Materials following the commencement date of this Lease Agreement. Notwithstanding anything contained in this Lease Agreement to the contrary, LANDLORD agrees that TENANT shall have no liability or responsibility for any condition, including any environmental condition or contamination existing in, on or under the Leased Premises, the Common Areas, Union Station and/or the Land for the period prior to the commencement date of this Lease Agreement. The provisions of this Article 14.3 shall continue in effect and shall survive the expiration or (among other events) termination of this Lease Agreement.
- (c) The terms "Oil and/or Hazardous Materials" (hereinafter referred to as "OHM") as used in this Lease Agreement shall include but not be limited to asbestos, flammable explosives, dangerous or hazardous substances, hazardous materials, pollutants, contaminants, hazardous wastes, toxic substances and any other chemical, material or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Land, Union Station, and/or the Leased Premises, any substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "oil" in any environmental law of the United States, including without limit, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; Clean Air Act, 42 U.S.C. Section 7901, et seq.; Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; Clean Water Act, 33 U.S.C. Section 1251, et seq.; M.G.L. c.21E and the Massachusetts Contingency Plan (310 CMR 40.0000 et seq.); the laws, regulations or rulings of the state in which the Land and/or Leased Premises is located or any local ordinance affecting the Land and/or Leased Premises; or the regulations adopted in publication promulgated pursuant to any such laws and ordinances.

14.5 Tenant's Recovery. TENANT specifically agrees to look solely to the then equity interest in the Leased Premises, at the time owned, for recovery of any judgment from LANDLORD, it being specifically agreed that neither LANDLORD (original or successor) nor any members, employees, agents or representatives thereof shall be personally liable for any such judgment, or for the payment of any monetary obligation to TENANT. Such exculpation of personal liability is absolute and unconditional. The

provision contained in the foregoing sentence is not intended to, and shall not, limit any right that TENANT might otherwise have to obtain injunctive relief against LANDLORD or LANDLORD's successors in interest, or to take any action not involving the personal liability of LANDLORD (original or successor) to respond in monetary damages from LANDLORD's assets other than LANDLORD's equity interest in the Premises.

- 14.6 Landlord's Recovery.** No trustee, beneficiary, partner, director, officer, shareholder, member, manager, or employee of TENANT shall ever be personally liable to LANDLORD or to any successor in interest to LANDLORD or to any person claiming through or under LANDLORD for or on account of any event of default by TENANT or failure by TENANT to perform any of its obligations hereunder or, for or on account of any amount which may be or may become due under this Lease Agreement, or for the satisfaction of any judgment against TENANT under this Lease Agreement, or on any claim, cause or obligation whatsoever under the terms of this Lease Agreement. Notwithstanding the foregoing, nothing in this paragraph shall limit the recourse of LANDLORD on account of willful fraudulent conduct by an individual, provided that only the individual who actually engaged in the willful fraudulent conduct shall have liability for such conduct.
- 14.7 Landlord's Agents, Officials, or Employees.** TENANT agrees that LANDLORD and its officials, employees and agents shall, subject to M.G.L. c. 258, have no responsibility or liability for any personal injuries or damages to the persons or property of TENANT, any customer or invitee of TENANT, or any other person, by theft or otherwise. Nor shall LANDLORD or its officials, employees and agents be liable for any such damage caused by other tenants or persons in, upon or about the Leased Premises or Common Areas.
- 14.8 Equipment Transport Requiring Permits.** TENANT shall not move any safe, heavy machinery, or heavy equipment into or out of the Premises without obtaining all necessary permits and LANDLORD's prior written consent.

Article 15

Fire, Casualty, Eminent Domain, Condemnation

- 15.1 Landlord's Election to Terminate.** Notwithstanding any other provision of this Lease Agreement to the contrary, should fifty percent (50%) or more of the Leased Premises, or a significant portion of Union Station or the Land be substantially damaged by fire or other casualty, or be taken by eminent domain, or condemned, LANDLORD or TENANT may elect to terminate this Lease Agreement, by giving written notice to the other party within sixty (60) days after such fire, casualty, condemnation, or taking.
- 15.2 Landlord's Reservation of Rights.** The LANDLORD reserves, and the TENANT grants to the LANDLORD, all rights which the TENANT may have for damages or injury to the Leased Premises, the Loading Dock and Dumpster Area for any taking by eminent domain, except for damage to the TENANT'S fixtures, property, or equipment, or for relocation expenses.

Article 16
Default and Bankruptcy; Termination

16.1 Default. In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) TENANT shall default in the observance or performance of any other of TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, or within forty-eight (48) hours as to default in the observance of Article 7 .3; or
- (c) TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT's property for the benefit of creditors, or
- (d) If TENANT shall make any general assignment of its property for the benefit of creditors; or
- (e) If TENANT, TENANT's holding and/or parent company(ies) shall file a voluntary petition in bankruptcy or insolvency or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereafter enacted, federal, state or otherwise, or if such petition shall be filed against TENANT and shall not be dismissed within ninety (90) days after the filing; or
- (f) If TENANT, TENANT's holding and/or parent company(ies) is/are declared bankrupt or insolvent according to law; or
- (g) If TENANT shall seek a composition with its creditors by trust, mortgage, or otherwise, then the LANDLORD shall have the right thereafter, while such default continues, to terminate this Lease by delivering written notice thereof to TENANT, to re-enter and take complete possession of the Leased Premises, and to remove the TENANT's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

16.2 Indemnification and Damages. The TENANT shall indemnify the LANDLORD against all loss of rent and other payments which the LANDLORD may incur by reason of such termination pursuant to Article 16.1 during the remainder of the Term. The TENANT shall pay to LANDLORD, upon demand by LANDLORD, as liquidated damages, a sum representing the difference between the rent and additional charges payable hereunder for the remainder of the Term of this Lease and the fair rental value of the Leased Premises for the same period. If TENANT defaults, LANDLORD shall make best efforts to mitigate damages. If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on TENANT's part to be observed or performed under or by virtue of any of the provisions of any article

of this Lease, the LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the TENANT. If the LANDLORD makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to the LANDLORD by the TENANT as additional rent.

Article 17
Notice

17.1 General. Except as otherwise provided herein, any notice from the LANDLORD to the TENANT relating to the Leased Premises or to the occupancy thereof shall be deemed duly served to the TENANT's last known principal place of business or by registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT as follows:

TBD

17.2 Notice from Tenant to Landlord. Except as provided in Article 3 herein, any notice from the TENANT to the LANDLORD relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at the following address, or at such address as the LANDLORD may from time to time advise in writing:

Worcester Redevelopment Authority
Peter Dunn, Chief Executive Officer
c/o Executive Office of Economic Development
455 Main Street, Room 402
Worcester, MA 01608

With a copy to:

Eric D. Batista
City Manager
City of Worcester
City Hall – Room 306
Worcester, MA 01608

Article 18
Surrender

- 18.1 Tenant's Surrender of Leased Premises – General.** The TENANT shall at the expiration or other termination of this Lease quit and surrender to LANDLORD the Leased Premises broom clean, in good order and condition (and, as pertains fixtures, good working order) and shall remove all TENANT's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the TENANT, either inside or outside the Leased Premises), and free and clear of any liens and encumbrances related to TENANT, its sublessees, assignors, and/or to its conduct during its occupation of the Leased Premises.
- 18.2 Tenant's Surrender of Keys, Locks, and Fixtures, etc.** TENANT shall deliver to the LANDLORD the Leased Premises and all keys and locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.
- 18.3 Tenant's Failure to Remove Property.** In the event of the TENANT's failure to remove any of TENANT's property from the Leased Premises fourteen (14) days after the expiration or other termination of this Lease Agreement, LANDLORD is hereby authorized, without liability to TENANT for loss or damage thereto, and at the sole risk of TENANT, to remove and store any of the property at TENANT's expense, or to retain same under LANDLORD's control as its property, or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
- 18.4 Survival of Termination.** The provisions of Article 18 shall survive the termination of this Lease Agreement.

Article 19
Waiver of Redemption

- 19.1 Waiver of Redemption – General.** TENANT hereby waives and surrenders all rights and privileges which it might have under or by reason of Massachusetts General Law Chapter 186, Section 11, or any other present or future law, to redeem the Leased Premises or to have a continuance of this Lease after the term hereof has been terminated, or TENANT has been dispossessed or ejected there from, by process of law or pursuant to the terms of this Lease Agreement or otherwise.

Article 20
Estoppel Certificate

- 20.1 Execution of Estoppel Certificates.** Each party will execute, acknowledge and deliver to the other, within ten (10) days after request, a certificate certifying (a) that this Lease is

unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the basic rent has been paid, (c) whether or not there are then existing any offsets or defenses against the enforcement of any term hereof on the part of the other to be performed or complied with (and, if so, specifying the same), (d) whether or not there are any defaults under this Lease (and, if so, specifying the same), and (e) that no notice has been received by such party of any default which has not been cured.

Article 21
No Waiver by Landlord

- 21.1 General.** No failure by LANDLORD to insist upon the strict performance of any term hereof, or to exercise any right or power of LANDLORD or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver by LANDLORD of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect, or the rights of LANDLORD with respect to any other then existing or subsequent breach.

Article 22
Remedies Cumulative

- 22.1 General.** Each right, power and remedy of LANDLORD provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by LANDLORD of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LANDLORD of any or all such other rights, powers or remedies.

Article 23
Quiet Enjoyment

- 23.1 Tenant's Quiet Enjoyment.** LANDLORD agrees that so long as TENANT faithfully did and diligently performs all of its obligations under this Lease Agreement, it may peaceably and quietly hold and enjoy the Leased Premises during either the Original or the Extended Term without any manner of molestation or hindrance by LANDLORD or by anyone claiming by, through or under LANDLORD.

Article 24
Miscellaneous

- 24.1 Landlord.** The term "LANDLORD" as used in this Lease means only the Worcester Redevelopment Authority so that in the event of any sale or sales of the Premises, the LANDLORD shall be and hereby is entirely freed and relieved of all covenants and

obligations of LANDLORD hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, that the purchaser of the Premises has assumed and agreed to carry out any and all covenants and obligations of the LANDLORD hereunder.

- 24.2 Invalidity of terms.** If any term of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.
- 24.3 Amendments in Writing.** No amendment to this Lease shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the LANDLORD.
- 24.4 Successors and Assigns - Lease Binding Upon.** This Lease shall be binding upon and inure to the benefit of and be enforceable by LANDLORD and TENANT and their respective successors and assigns, as permitted hereunder.
- 24.5 Entire Agreement.** This Lease, including Exhibits A, B, C, D, and E, and any and all documents referenced and/or incorporated herein by reference, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 24.6 Prior Approval To Use Grand Hall Or Other Areas of Union Station.** The TENANT shall not use the area in Union Station designated as the Grand Hall or any other non-Common Areas of Union Station outside of the Leased Premises prior to approval by the LANDLORD. The TENANT also agrees to follow any and all procedures established by the Worcester Redevelopment Authority in applying to use the Grand Hall and/or any other portions of Union Station.
- 24.7 Smoking Prohibited.** Under no circumstances shall smoking be permitted at any location on or about the Leased Premises, Union Station, or the Land, unless otherwise authorized by the LANDLORD.
- 24.8 Notice of Lease.** Contemporaneous with the execution of this Lease, LANDLORD and TENANT shall complete and execute a Notice of Lease in the form attached hereto as Exhibit E.
- 24.9 Exhibits.** The following documents are attached hereto and incorporated herein by reference:
- (a) Exhibit A, entitled "Exhibit A - Leased Premises;"
 - (b) Exhibit B, entitled "Exhibit B - Loading Dock and Dumpster Common Area;"

- (c) Exhibit C, entitled “Historic Structure Renovation Requirements;”
- (d) Exhibit D, entitled “Landlord’s Construction Contracts and Workforce Diversity Goals and Requirements;”
- (e) Exhibit E, entitled “Notice of Lease.”

24.10 Governing Law. This Lease Agreement and all incorporated exhibits are to be construed as a Massachusetts contract, to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto.

24.11 Authority. If either party hereto is a corporation, trust, limited liability company, or general or limited partnership, each individual executing this Lease Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease Agreement on its behalf. If it is a corporation, trust, limited liability company, or partnership, TENANT shall, within thirty (30) days after request by LANDLORD, deliver to LANDLORD evidence satisfactory to LANDLORD of such authority.

24.12 Article Titles and Paragraph Headings. The titles of the Articles and the headings of the Paragraphs (and any of their respective Subparagraphs) contained herein are for convenience in reference only, and are not intended to define, extend, or limit the scope of any provisions of the Lease Agreement.

24.13 Invalidity of Particular Provisions. If any term, covenant, condition or provision of this Lease Agreement, or the application thereof to any person or circumstance, shall be declared invalid, or unenforceable in a final arbitration or judicial award, the remaining terms, covenants, conditions and provisions of this Lease Agreement and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties.

24.14 Counterparts. This Lease Agreement is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

24.15 Entire Agreement. This Lease Agreement contains the entire agreement of the parties with respect to the subject matter hereof and the transactions contemplated hereby. Except as set forth herein, there are no oral or written agreements between the LANDLORD or TENANT affecting this Lease Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the **LANDLORD** and **TENANT** have hereunto set their hands and seals as of this _____ of _____, 2026.

RECOMMENDED:

**WORCESTER REDEVELOPMENT
AUTHORITY**

Peter Dunn, Chief Development Officer
& WRA Chief Executive Officer

Sherri Pitcher
Vice Chair

Approved as to legal form:

TENANT

Alexandra H. Kalkounis, City Solicitor
& WRA Chief Legal Counsel

Tenant

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, SS. _____

On this _____ day of _____, 2026, before me, the undersigned notary public personally appeared _____, and proved to me through satisfactory evidence of identification being Driver's license or other state or federal government document bearing a photographic image; Oath of affirmation of credible witness known to me who knows the above signatory, or My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public: _____
My Commission Expires: _____

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, SS. _____

On this _____ day of _____, 2026, before me, the undersigned notary public personally appeared _____, and proved to me through satisfactory evidence of identification being Driver's license or other state or federal government document bearing a photographic image; Oath of affirmation of credible witness known to me who knows the above signatory, or My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A
LEASED PREMISES

[To Be Inserted]

DRAFT

EXHIBIT B

LOADING DOCK AND DUMPSTER COMMON AREA

FRA 221 0002

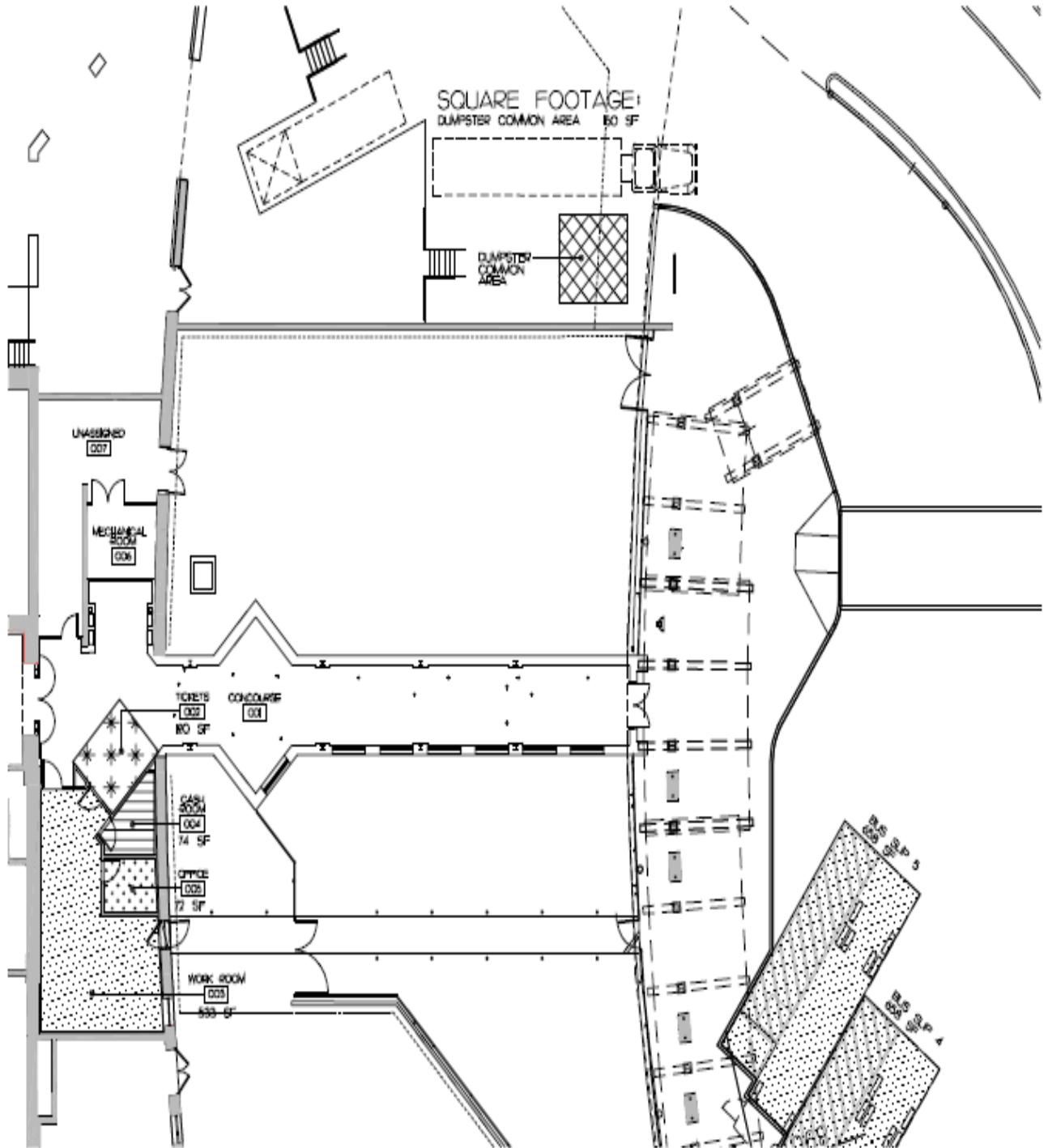


EXHIBIT C

HISTORIC STRUCTURE RENOVATION REQUIREMENTS

Building Exterior:

Entrances:

1. Do not remove or radically change entrances that are important in defining the overall historic character of the building.
2. Do not alter utilitarian or service entrances so they appear to be formal entrances by adding paneled doors, fanlights or sidelights.
3. Do not remove entrances for re-orientation to accommodate a new use.
4. Do not replace an entrance with one that is incompatible in size, scale, material, color or creating a false historical appearance.
5. Do not remove, block, replace or radically change windows which are important in defining the overall character of the building. This includes no revisions to the number, location, size, glazing pattern, colors, reveals and muntin configuration.
6. Do not remove, alter or radically change masonry features of the building
7. Do not change roof configurations by adding features such as dormers, windows or skylights. Mechanical vent installation needs to receive special consideration to accommodate The Secretary of the Interior's Standards.
8. Any revisions to the exterior of the building must be considered with regards to installation of equipment or components that will corrode existing material both new historic.

Building Interior:

1. Do not remove, revise or radically change store fronts and their features which are important in defining the overall historic character of the building.
2. Do not introduce lighting, overhangs, non-operable shutters or revise muntin patterns on storefronts.
3. Do not introduce illuminated signage, inappropriate scaled signs and logos that project into the main historic interior spaces or signage that obscures, damages or destroys character defining features of the interior and exterior of the historic building.

4. Do not remove, cover or radically change features of the structural system which are within the restored interior areas of Union Station.
5. Do not demolish or destroy load-bearing masonry walls that could be augmented and retained.
6. Do not use treatments or products that accelerate the deterioration of structural materials such as introducing urea-formaldehyde insulation into frame walls.
7. Do not radically change interior spaces or damage features and finishes that are character defining elements of the historically restored areas.
8. Do not install new floors when such a change would destroy or alter the historic interior spaces of the restored areas of Union Station
9. Do not introduce new decorative material that obscures historic characteristics of the restored Union Station interior.
10. Ornamental surfaces and decorative finishes of the restored Union Station interior such as ceilings, walls, wainscoting, etc. shall remain exposed wherever possible.
11. Open office plans are encouraged in areas characterized by large open spaces to retain all or a large portion of the volume associated with their historic appearances.
12. Suspended ceilings are to be avoided where possible. Where installed, the ceiling plane shall be held back from the windows: minimum of 3'-0" with a beveled soffit to avoid any visual impact to the windows from the exterior and the restored interior portions of Union Station
13. Interior partitions shall not intersect windows. Walls must be attached to solid piers and walls.
14. Tenant furnishings shall avoid placement of large items of furniture against and visible through interior and exterior windows.
15. Design and installation of window shades shall be consistent with the building standards.

EXHIBIT D

CONSTRUCTION CONTRACTS AND WORKFORCE DIVERSITY GOALS AND REQUIREMENTS

(a) General Requirements and Assurances.

- (1) The TENANT must use its best efforts to purchase supplies, materials, equipment, appliances, and services from suppliers and vendors located in Worcester. These best efforts will include requesting proposals from Worcester suppliers and vendors, giving preference to Worcester suppliers and vendors that are both qualified and competitive; and allowing Worcester suppliers and vendors the opportunity to match or better lower prices provided by qualified non-Worcester suppliers and vendors.
- (2) The TENANT must commit to a goal of hiring at least 50% of its contractors and sub-contractors from qualified local (within thirty miles of the project address) companies. These best efforts will include advertising the work locally; giving preference to local contractors and sub-contractors that are both qualified and competitive; and allowing qualified local contractors and sub-contractors the opportunity to better lower prices provided by qualified, non-local contractors and sub-contractors.
- (3) The TENANT must commit to supporting Women Business Enterprises (WBE) and Minority Business Enterprises (MBE) certified by the state Supplier Diversity Office or similar certifying agency. The TENANT must commit to a goal of contracting at least 15% of the value of all contracts with WBEs and 10% of the value of all contracts with MBEs.
- (4) The TENANT must commit to a goal of achieving workforce hours in each trade of 50% Worcester residents, 38% people of color, and 10% women.
- (5) The TENANT, its contractors, subcontractors and lessees, if applicable, will ensure non-discrimination in all their respective employment decisions. The TENANT, its contractors, subcontractors and lessees, if applicable, will ensure without regard to race, color, religious creed, national origin, age, sex, gender identity & expression, sexual orientation, genetic information, ancestry, military service, source of information, or disability in the areas of hiring, promotion, demotion, transfer, recruitment, layoff, termination, rate of compensation, in-service or apprenticeship training programs, and all other terms and conditions of employment as it pertains to the TENANT, its contractors, subcontractors and lessees, if applicable.
- (6) The TENANT must affirm that it will not unlawfully misclassify workers as self-employed or as independent contractors and certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum

wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

- (7) The TENANT must affirm that any construction manager, general contractor, subcontractors, or any entity hired by the TENANT for the construction of the project shall not unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
- (8) The TENANT and all contractors and sub-contractors will comply with the Wage Theft Prevention ordinance as described in Chapter 2, Section 39A of the Revised Ordinances of the City of Worcester.
- (9) The TENANT must ensure that all contractors and sub-contractors comply with the health care laws of Massachusetts, and the TENANT must not hire any contractors or sub-contractors that are on the Commonwealth of Massachusetts debarment lists.
- (10) The TENANT must ensure that all contractors and sub-contractors have not within the past three years been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws, or others.
- (11) The TENANT must ensure that all contractors and sub-contractors maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with G.L. c.152 and provide documentary proof of such coverage to the Commissioner of Inspectional Services to be maintained in Inspectional Services as a public record.
- (12) The TENANT must provide the LANDLORD with a list of contractors and sub-contractors that will be given the opportunity to bid on the project construction. Said list must be provided to the LANDLORD's Program and Compliance Manager prior to the commencement of construction.
- (13) Contractors and subcontractors at every tier must at the time of bidding certify that all employees working on the project will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration, and shall ensure that all employees working at the worksite possess such qualifications at all times throughout the duration of their work on the project and furnish documentation of successful completion of the course.

(b) Reporting and Monitoring.

- (1) In furtherance of the contractor requirements and workforce goals for the project, the TENANT must submit to the LANDLORD certified payroll documentation for all contractors and sub-contractors at every tier. The documentation must be submitted at least monthly and shall include each employee's name, address, gender, race/ethnicity, wages, and withholdings.
- (2) The TENANT must ensure that its construction manager or general contractor maintain a daily log of each employee working on the project. The log must contain the project location, date, printed employee name, employee signature, name of employer, and time of entry / exit. The logs must be submitted to the LANDLORD'S Program and Compliance Manager at least bi-weekly.
- (3) The TENANT must make the LANDLORD'S Program and Compliance Manager aware of any shortfalls regarding goals and meet with the LANDLORD'S Program and Compliance Manager monthly/periodically or as needed throughout the project construction to evaluate and reassess performance toward diversity goals and develop a strategic plan to address any shortfalls.
- (4) The TENANT will provide the site access for periodic monitoring and compliance visits throughout the duration of the project.

EXHIBIT E
NOTICE OF LEASE

[To Be Inserted]

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