



City of Cambridge

Executive Department

YI-AN HUANG
City Manager

CMA 2025 #238
IN CITY COUNCIL
September 29, 2025

To the Honorable, the City Council:

Please find attached communication from Charles Sullivan, Executive Director for the Cambridge Historical Commission, regarding a Preservation Restriction at 44 J.F. Kennedy Street.

Yi-An Huang
City Manager





CAMBRIDGE HISTORICAL COMMISSION

831 Massachusetts Avenue, 2nd Fl., Cambridge, Massachusetts 02139

E-mail: histcomm@cambridgema.gov URL: <https://www.cambridgema.gov/Historic>

Telephone: 617 349 4683

Chandra Harrington, *Chair*; Elizabeth Lyster, *Vice Chair*; Charles Sullivan, *Executive Director*
Joseph V. Ferrara, Gavin W. Kleespies, Paula A. Paris, Kyle Sheffield, Yuting Zhang, *Members*
Florrie Darwin, Scott Kyle, Michael Rogove, *Alternates*

July 29, 2025

To: Yi-An Huang, City Manager

From: Charles Sullivan, Executive Director

Re: 44 J.F. Kennedy Street Preservation Restriction for City Council Approval

The graduate board of the Fox Club at 44 J.F. Kennedy Street is seeking City Council approval of a preservation restriction intended to protect significant interior and exterior features of the club building.

The Fox Club is a large Colonial Revival style building designed by Guy Lowell in 1906 for the Digamma Club, as the Fox was originally known. The club's eighteen rooms include a banquet hall, a dining room, a billiard room, and a library designed in the restrained style of the exterior but featuring a fox-themed décor. The architect, Guy Lowell (1870-1927), trained at Harvard, MIT, and the Ecole des Beaux-Arts in Paris, and returned to Boston in 1899. Among his many prominent commissions was Boston's Museum of Fine Arts, also undertaken in 1906.

The Fox Club is a contributing building in the Harvard Square National Register District. Publicly-visible exterior features are protected by the Cambridge Historical Commission through the Harvard Square Conservation District. The proposed restriction will protect significant interior features and exterior features not visible from public ways.

Pursuant to Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33, the City Council must vote to approve the restriction in order for it to be valid in perpetuity. The Cambridge Historical Commission concurs that the Fox Club is historically significant for its architecture and its historical and cultural associations; that it qualifies for the protections of a perpetual preservation restriction under Chapter 184; and that the restriction will serve the public interest in a manner consistent with the purposes of the statute.

On July 10, 2025, the Historical Commission voted unanimously to recommend that the City Council approve the proposed restriction.

cc: Peter Wilcox, Fox Club Holdings LLC
Brian Pfeiffer, Preservation Consultant

Attachments

EXHIBIT C: Photographic Appendix



Photo 1: Façade (west elevation).



Photo 2: Façade – detail of main entry.



Photo 3: Façade – detail of corner pilaster & typical window surrounds.

EXHIBIT C: Photographic Appendix



Photo 4: West elevation – detail of typical dormer & finishes.



Photo 5: North elevation.



Photo 6: North elevation – cellar entry at areaway.

EXHIBIT C: Photographic Appendix

Photo 7: East elevation – view from northeast corner at Mt. Auburn Street.

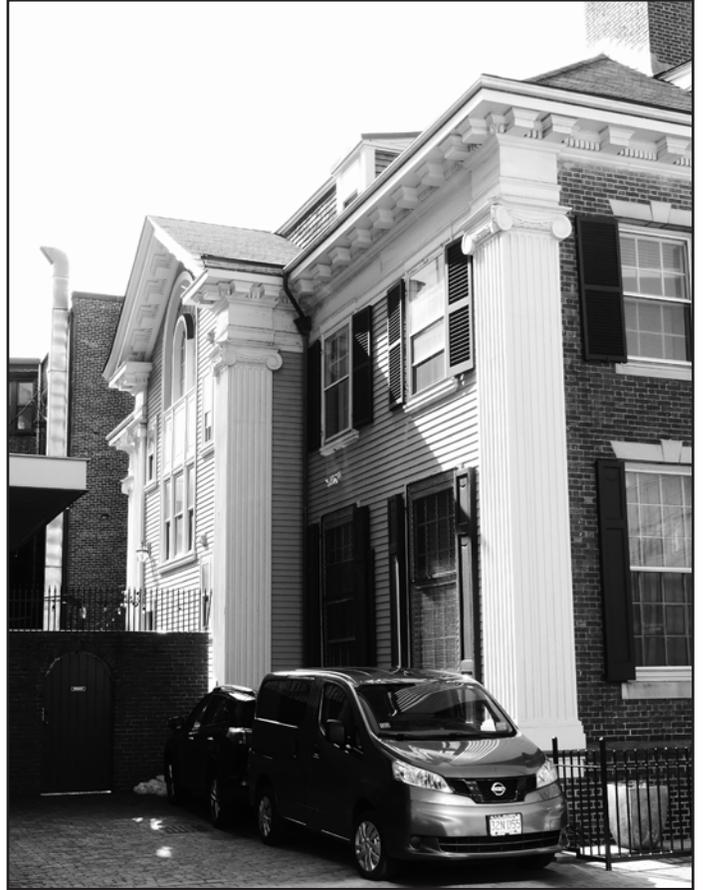


Photo 8: East elevation – view from southeast corner of lot.

EXHIBIT C: Photographic Appendix

Photo 9: East elevation – south end of elevation.



Photo 10: South elevation – view from southeast corner at property line.

EXHIBIT C: Photographic Appendix

Photo 11: South elevation – view from southwest corner of property.



Photo 12: Interior – 1st floor - entry seen from foyer.

EXHIBIT C: Photographic Appendix



Photo 13: Interior – 1st floor – foyer looking to main staircase.



Photo 14: Interior – 1st floor – foyer – pendant light fixture with brass frame and alabaster shade (1906).

EXHIBIT C: Photographic Appendix



Photo 15: Interior – 1st floor – foyer – brass chandelier with alabaster shades (1906).



Photo 16: Interior - 1st floor – south end of Newell Room.

EXHIBIT C: Photographic Appendix



Photo 17: Interior - 1st floor – south end of Newell Room – fireplace, mantelpiece, and cast-iron fire back.



Photo 18: Interior – 1st floor – north end of Newell Room.

EXHIBIT C: Photographic Appendix

Photo 19: Interior - 1st floor – east wall of Newell Room showing typical woodwork, paneled door and original wall sconce.



Photo 20: Interior – 1st floor – Moose Room – east and south walls showing fireplace and original lighting fixtures.

EXHIBIT C: Photographic Appendix



Photo 21: Interior – 1st floor – Moose Room – fireplace & paneling at east wall.



Photo 22: Interior – 1st floor - Moose Room – west wall showing paneling & mounted moose head.



Photo 23: Interior – 1st floor - Moose Room – north wall showing typical original wall sconce.

EXHIBIT C: Photographic Appendix



Photo 24: Interior – 1st floor - Moose Room – fox chandelier at center of ceiling.



Photo 25: Interior – 1st floor – Game Room – west and north walls showing fireplace and typical woodwork.

EXHIBIT C: Photographic Appendix



Photo 26: Interior – 1st floor – Game Room – west, north, and east walls.



Photo 27: Interior – 1st floor – Game Room – east, south, and west walls.

EXHIBIT C: Photographic Appendix



Photo 28: Interior – 1st floor – Game Room – typical original sconce at west wall.



Photo 29: Interior – 1st floor – Game Room – passageway to main stairhall.



Photo 30: Interior – 1st floor – north wall of Bar showing mural (ca. 1947-49) by Fernando Zóbel de Ayala y Montojo.

EXHIBIT C: Photographic Appendix



Photo 31: Interior – cellar – first flight of main staircase.



Photo 32: Interior – cellar landing – typical details of balusters, ramped railing, newels, and wainscot.



Photo 33: Interior – 1st floor – main staircase – typical tread ends with scrollwork.

EXHIBIT C: Photographic Appendix

Photo 34: Interior – 1st floor - main staircase to cellar.

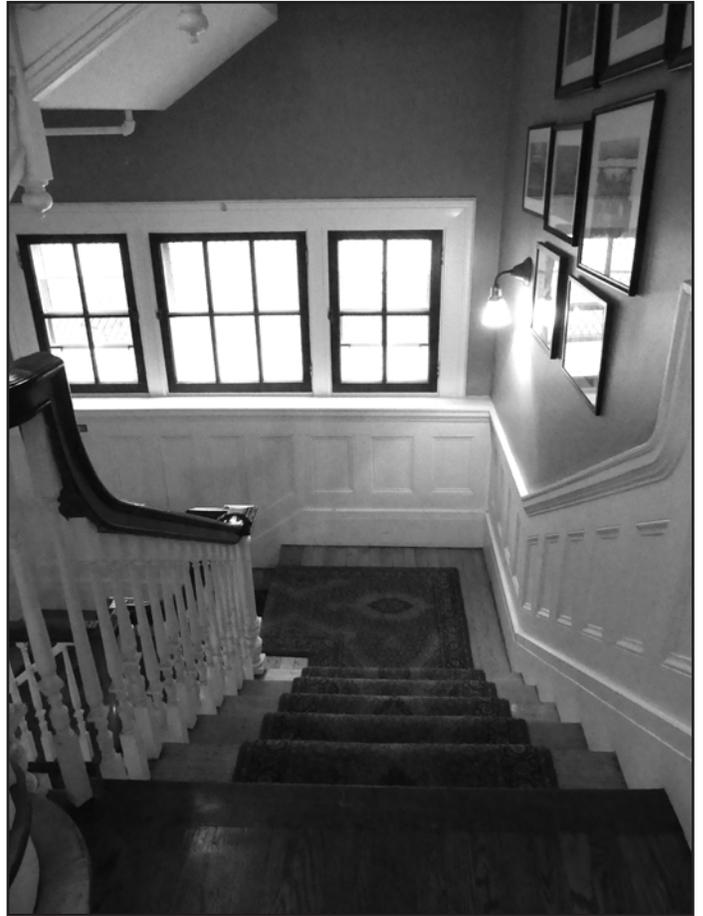


Photo 35: Interior – 1st floor – main staircase to 2nd floor.

EXHIBIT C: Photographic Appendix

Photo 36: Interior – 2nd floor –
main staircase to attic.



Photo 37: Interior – attic – head of main staircase.

EXHIBIT C: Photographic Appendix



Photo 38: Interior – 2nd floor – Great Hall – east, south & west walls.



Photo 39: Interior – 2nd floor – Great Hall – south wall -detail of fireplace and mantelpiece.

EXHIBIT C: Photographic Appendix



Photo 40: Interior – 2nd floor – Great Hall – west, north, and east walls.



Photo 41: Interior – 2nd floor - Great Hall – west wall – typical sconce (n.d.).

EXHIBIT C: Photographic Appendix



Photo 42: Interior – 2nd floor – Billiard Room – east wall showing fireplace, mantelpiece & typical woodwork.



Photo 43: Interior – 2nd floor – Billiard Room – west & north walls showing typical finishes and original lighting fixtures.

EXHIBIT C: Photographic Appendix



Photo 44: Interior – 2nd floor – Billiard Room – brass chandelier (possible 1906 fixture) at center of ceiling.



Photo 45: Interior – 2nd floor – Library – west wall showing typical woodwork and fireplace.

EXHIBIT C: Photographic Appendix

Photo 46: Interior – 2nd floor –
Library – south wall showing
typical woodwork and finishes.



Photo 47: Interior – 2nd floor – Library – west wall showing firebox and mantelpiece.

EXHIBIT C: Photographic Appendix

Photo 48: Interior – 2nd floor – Library –
typical original wall sconce at west wall.



Photo 49: Interior – 2nd floor – passageway from
Great Room to Library.

**GRANT OF
HISTORIC PRESERVATION RESTRICTION**

THIS HISTORIC PRESERVATION RESTRICTION is made this ____ day of _____, 2025, by and between Fox Club Holdings, LLC, a Massachusetts limited liability company (hereinafter “**Grantor**”), with a principal address of 44 John F Kennedy Street, Cambridge, Massachusetts 02138 and Charitable Friends of Digamma Building, Inc., a Massachusetts non-profit corporation (hereinafter “**Grantee**”), with a principal address of 44 John F. Kennedy Street, Cambridge, Massachusetts 02138.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of land, together with the building thereon, located in Cambridge, Massachusetts, now known variously as the Digamma Building and Fox Club House, and numbered as 44-46 John F. Kennedy Street (formerly Boylston Street, hereinafter “JFK Street”), Cambridge in Middlesex County, being the property described in **Exhibit A** attached hereto and incorporated herein by reference, and further described in that Deed from Trustees for the Benefit of the Digamma Club to Grantor dated June 17, 2005, and recorded July 22, 2005, with the Middlesex South District Registry of Deeds (the “Registry”) in Book 45675, Page 379 (hereinafter “the Property”). The Property is also shown on a “Plan of Premises in Cambridge Belonging to the Estate of William Read” prepared by W. A. Mason & Son, Surveyor, dated October 30, 1903, and recorded in the Middlesex South District Registry of Deeds in Plan Book 146, Plan 29 (the “Plan”), said Plan of Land being incorporated herein by reference as **Exhibit B**. The Property includes the following structures:

The Fox Club House (hereinafter the “Building”) is a two-story wood-frame structure of imposing Beaux Arts and Colonial Revival-Style, designed by the prominent Boston architect, Guy Lowell (1870-1927). The Building’s rectangular massing, hip roof, and symmetrical, center-entry façade are derived from the Colonial Revival Style, but the large scale of the details and exterior ornamentation reflect the architect’s training at the Ecole des Beaux Arts in Paris and its emphasis on large-scale classical details. The formalistic interior floor plan of the first and second stories is also characteristic of the Beaux Arts Style; at the first story, public rooms open into circular foyer at the center of the building from which an elaborate main staircase leads to a Great Hall, Library, and Billiard Room at the second story. The sequence of rooms and their functions are characteristic of the private dining clubs built in Harvard Square during this era. Interior finishes at the first two stories remain largely intact from 1906 and retain fine Colonial Revival-style woodwork, fireplaces, and original lighting fixtures.

WHEREAS, the Grantor wishes to impose certain additional restrictions, obligations, and duties upon it as the owner of the Property and on the successors to its right, title, and interest therein with respect to maintenance, protection, and preservation of the Property;

WHEREAS, Grantee is a charitable corporation qualified to accept historic preservation restrictions to protect buildings and sites historically significant for their architecture, associations, and/or archaeology under the provisions of Mass. Gen Laws including but not limited to c. 184, §§31, 32, and 33 (hereinafter “the Act”);

WHEREAS, the Building is significant for its architectural design, scale, and original use that reflect the economic, aesthetic, and cultural history of the Harvard Square neighborhood of Cambridge, and that illustrate historic design, setting, materials, and workmanship;

WHEREAS, because of its architectural, historic, and cultural significance, the Building was listed as a contributing resource to the Harvard Square National Register Historic District (Boundary Increase) listed in the State and National Registers of Historic Places on June 27, 1988, and is included in the Harvard Square Conservation District created by the City of Cambridge on December 18, 2000, and Amended December 20, 2020;

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter the “preservation values”) and significance of the Building and have the common purpose of conserving and preserving the aforesaid preservation values and significance of the Building and Property;

WHEREAS, the preservation values of the Building and the Property are documented in a set of reports, drawings, and photographs (hereinafter the “Baseline Documentation”) incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Building and Property as of the effective date of this grant;

WHEREAS, the Baseline Documentation shall consist of the following: (1) Legal Description of Property (**Exhibit A**); (2) a “Plan of Premises in Cambridge Belonging to the Estate of William Read,” by W. A. Mason & Son, Surveyor, dated October 30, 1903 and recorded in the Middlesex South District of the Registry of Deeds in Plan Book 146, Plan 29, and incorporated herein by reference as **Exhibit B**; (3) a set of nine (9) exterior and forty (40) interior photographs produced by Brian Pfeiffer, architectural historian, dated March 3, 2023, copies of which are attached hereto and incorporated herein by reference as **Exhibit C**; (4) historical documentation consisting of a Massachusetts

Historical Commission Inventory Form B for the Fox Club, prepared by Brian Pfeiffer, and dated April 14, 2023, a copy of which is attached hereto and incorporated herein by reference as **Exhibit D**; and (5) a set of four (4) floor plans of the Building indicating interior spaces protected under this Restriction, copies of which are attached hereto and incorporated herein as **Exhibit E**; copies of the Baseline Documentation to be kept on file at the offices of the Grantee.

WHEREAS, the grant of a preservation restriction by the Grantor to Grantee on the Property and the Building will assist in preserving and maintaining the Property and the Building, and their architectural, historic, and cultural features for the benefit of the people of the City of Cambridge, Commonwealth of Massachusetts, and the United States of America; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation restriction in perpetuity on the Property and the Building pursuant to the Act;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Act, Grantor does hereby voluntarily grant and convey unto the Grantee this preservation restriction (hereinafter “the Restriction”), in perpetuity, over the Property, and the interior and exterior of the Building.

1. **PURPOSE.** It is the Purpose of this Restriction to assure that the architectural, structural, historic, and cultural features of the Property and the Building as defined herein will be retained and maintained as set forth herein forever substantially in their current condition for conservation and preservation purposes. To these ends, subject to Paragraphs 2 and 3 of this Restriction, the Property and the Building will be retained and maintained forever substantially unchanged; and any change of the Property or the Building that will significantly impair or interfere with the preservation values of the Property or the Building is hereby prohibited.

2. **GRANTOR’S COVENANTS.**

2.1 **Grantor’s Covenants: Covenant to Maintain.** Grantor agrees at all times to maintain, replace, repair, and reconstruct the Building as hereinafter set forth, as necessary to preserve the Building in substantially the same structural condition and state of repair as that existing on the effective date of this Restriction. Subject to the casualty provisions of Paragraphs 7 and 8 of this Restriction, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the exteriors and interiors

of the Building whenever necessary in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings* (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter "the Secretary's Standards"). For the purpose of identifying categories of Major Maintenance requiring review and approval by Grantee and Minor Maintenance that, pursuant to Paragraph 6(c) hereof, does not require such review, copies of maintenance guidelines are attached hereto and incorporated herein by reference as **Exhibit F** and hereinafter referred to as the "Restriction Guidelines." Grantor's obligation to maintain shall be subject to the provisions of Paragraphs 3.1(i) and 6(c) hereof.

2.2 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Property, except as otherwise conditioned in this Paragraph:

- (a) the Building shall not be demolished, removed, or razed except as provided in Paragraphs 7 and 8 hereof; nor shall any of the following features be removed or altered:
 - (1) exterior massing, the footprint, and exterior walls;
 - (2) foundations including footings and structural walls;
 - (3) roof profiles including all dormers and brick chimney caps that rise above the roof;
- (b) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;
- (c) the Property shall not be divided or subdivided in law or in fact, except for minor lot line adjustments that do not result in the creation of additional buildable lots; and
- (d) no aboveground utility transmission lines, except those reasonably necessary for the existing Building or made pursuant to utility easements already recorded, may be created on the Property; nor shall any broadcast towers or antennae be built on the Property or atop the Building.

3. GRANTOR'S CONDITIONAL RIGHTS.

3.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of Grantee, which approval may not be unreasonably withheld,

but which may be subject to such reasonable conditions as Grantee in its discretion may determine, Grantor shall not undertake alteration, modification, or other changes to any of the following features of or use of the Building or Property:

- (a) the following features of the Building shall not be removed or altered, subject, however, to the maintenance covenants of Paragraph 2.1 hereof:
 - (1) brick foundation caps laid in Flemish bond above grade and the dressed granite stairs at the main (west) entry;
 - (2) structural elements of the Building's wood frame, including but not limited to all supports including posts, girders, beams, braces, joists, plates, trusses, rafters, tie beams, studs, or other structural elements;
 - (3) exterior architectural features at all elevations, including wood cladding, fluted corner pilasters with Ionic capitals, the main entablature with its wide frieze and deep cornice with modillions and dentil mouldings; moulded window cases, paneled window cases, shed dormers with pilastered corner boards; and:
 - a. the main entry on the façade (west elevation) with its Ionic columns, deep entablature, pedimented roof, moulded door case, transom with iron and bronze grille, and paneled door;
 - b. the rear (east) entry with its moulded surround and paneled door;
 - c. the north (former guest) entry with its paneled door and moulded surround set in an areaway below grade;
 - d. brick end walls at the Building's north and south ends; and
 - e. the tripartite window at second story of the façade (west elevation) framed by pilasters that rise to a wide frieze and deep cornice;
 - (4) the floorplan and layout of the public rooms and Main Staircase at first and second stories of the Building, the base of the main staircase at the cellar, and the top of the Main Staircase at the attic, including all doorways, partitions, passageways, the Main Staircase, and closets, specifically:
 - a. at the cellar: the base of the Main Staircase and no other spaces;
 - b. at the first floor: the entry staircase, foyer, Newell Room, Moose Room, Game Room, Game-Room passageway, and Bar/passageway to the rear (east) entry together with doorways leading to and from these spaces;
 - c. at the second floor: the Main Staircase, the Great Hall, Billiard Room, Library, and library passageway together with doorways leading to and from these spaces; and

- d. at the attic, the head of the Main Staircase up to the paneled and cased opening at the head of the staircase in alignment with the top balustrade
- (5) Interior architectural features and finishes of the Building, including:
 - a. at the first, and second floors, all existing wood floors, plaster walls & ceilings, paneled walls, paneled chimneybreast, wainscots, baseboards, window & door architraves, paneled doors, and six (6) wooden mantelpieces;
 - b. the north chimney that rises through the core of the building between the Moose and Game Rooms at the first floor and between the Billiard Room and Library at the second floor, together with its four (4) fireboxes, iron fire backs, and hearths;
 - c. the south chimney that rises at the western half of the Building's south wall, together with its two (2) fireboxes, hearths, and fire backs;
 - d. the Main Staircase that rises from the cellar to the attic, including all railings, balustrades, newels, treads and decorated tread ends, risers, and oak flooring;
 - e. original lighting fixtures including wall sconces and chandeliers;
 - f. two (2) recessed plaster niches at the south end of the Newell Room;
 - g. the wall painting on the north wall of the Bar/passageway to the rear (east) entry that was painted in 1947-1949 by Fernando Zóbel de Ayala y Montojo Torrontegui (1924-1984);
- (b) erect or replace any external signs or external advertisements, or allow or cause any sign to be lighted or emit light, by direct lighting, back lighting, internal lighting, digital lighting display, or otherwise except: (i) such plaque permitted under Paragraph 12.8 of this Restriction and (ii) a sign permitted under Paragraph 6(b);
- (c) make permanent substantial topographical changes;
- (d) construct additional structures or enlarge the existing Building on the Property;
- (e) change the use of the Building and the Property from their current fraternal and institutional purposes to any other use that Grantee reasonably determines would cause damage to historic features protected under this Restriction and thereby conflict with the Purpose of the Restriction; and

- (f) conduct activities identified as Major Maintenance and Minor Maintenance in the Restriction Guidelines that may reasonably be expected to make material changes in the exterior appearance, materials, or workmanship of the protected features of the Building or Property except as otherwise provided herein.

3.2 **Archaeological Activities.** The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by Grantor and approved in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (Mass. Gen. Laws, c. 9, §27C, 950 C.M.R. 70.00).

3.3 **Review of Grantor's Requests for Approval.** In connection with Grantee's approval of the conditional rights set forth in Paragraphs 3.1 and 3.2 above, Grantor shall submit to Grantee two copies of information (including plans, specifications, and designs) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity sufficient to permit Grantee to monitor such activity. Within sixty (60) days of Grantee's receipt of any plan or written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within sixty (60) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted so long as the request sets forth the provisions of this Paragraph relating to deemed approval after the passage of time, provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4. **STANDARDS FOR REVIEW.** Grantee shall apply the Secretary's Standards in exercising any authority created by this Restriction to inspect the Building and Property; to review any construction, alteration, repair, or maintenance; to review casualty damage or to reconstruct or approve reconstruction of the Building or Property following casualty damage.

5. **PUBLIC ACCESS.** Nothing herein contained shall be construed as affording the public access to any portion of the Property, although the Grantor may

permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Restriction.

Grantor shall not block views of the Building from the public rights of way on JFK or Mt. Auburn either by intentional planting, fencing or the construction of new structures or buildings; Grantor further agrees to permit Grantee to make baseline documentation available to interested members of the public at Grantee's offices and by depositing copies of such baseline documentation in Grantee's library and/or at the Office of the Cambridge Historical Commission.

6. GRANTOR'S RESERVED RIGHTS NOT REQUIRING FURTHER APPROVAL BY GRANTEE. Subject to the provisions of Paragraphs 2.1, 2.2, 3.1 and 3.2 of this Restriction, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by Grantee without further approval by Grantee:

- (a) the right to engage in all those activities and uses that: (i) are permitted by governmental statute or regulation; and (ii) are not inconsistent with the Purpose of this Restriction;
- (b) the right to maintain a sign identifying the organization(s) occupying the Building and Property; and temporary signs from time-to-time announcing programs being offered by the Grantor subject to the provisions of Paragraph 3.1(b); such signs shall comply with all local sign ordinances;
- (c) the right to conduct Minor Maintenance of the Building, as such maintenance is defined in the Restriction Guidelines, that is not reasonably expected to make material changes in the exterior appearance, materials, or workmanship of the Building, provided such work is done strictly according to the Secretary's Standards, and provided that the Grantor uses in-kind materials, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Building;
- (d) the right to continue all manner of existing educational and institutional use and enjoyment of the Building and Property, including but not limited to the right to maintain existing paved walkways, terraces, brick walls, and iron fences with the use of same or similar materials; the right to maintain existing utility lines, and the right to perform routine maintenance, and upkeep,

consistent with the Purpose of this Restriction and Paragraphs 2 and 3 of this Restriction;

- (e) the right to conduct in the Building or on the Property activities that are not inconsistent with the protection of the preservation values of the Property and the Building; and
- (f) The right to make such modifications to the Building as may be required by governmental entities to comply with local, state, or federal laws, provided that such changes are reviewed and approved by the Grantee whose approval shall not be unreasonably withheld.

7. **CASUALTY DAMAGE OR DESTRUCTION; INSURANCE.** In the event that the Building or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of such damage or destruction, such notification to include what, if any, emergency work has already been completed. Grantor shall undertake no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and to protect public safety, without Grantee's prior written approval. Within forty-five (45) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who are acceptable to Grantor and Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage including at detailed description of the impact of the damage on the Building;
- (b) a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- (c) an analysis of the restoration/reconstruction work necessary to return the Building to the condition existing as of the date hereof.

8. **REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION.** If, after reviewing the report provided in Paragraph 7 above and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the

Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 hereof, Grantor and Grantee agree that restoration/reconstruction of the Property is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction, Grantor may, with the prior written consent of the Grantee, alter, demolish, remove, or raze the Building, and/or construct new improvements on the Property. Grantor and Grantee may then agree to seek to extinguish this Restriction in whole or in part in accordance with the laws of the Commonwealth of Massachusetts and Paragraph 14 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under Paragraph 9 of this Agreement, Grantor and Grantee are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts's arbitration statute then in effect, provided however that nothing herein shall compel the Grantor to expend funds in excess of those received from insurance proceeds.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company rated "A" or better by Best's as currently insured. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee, within ten (10) business days of Grantee's written request thereof, certificates of such insurance coverage; provided, however, that whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in this Paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds. If the Grantor conveys the Property to a person or entity, then the subsequent Property owner shall be obligated to keep the Property insured by an insurance company rated "A" or better by Best's for the guaranteed building cost against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage, such property damage insurance to include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Property and Building without cost or expense to Grantor or contribution or coinsurance from Grantor.

10. **INDEMNIFICATION.** Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agents, directors, officers, and employees, or independent contractors from and against any and all claims, liabilities, expense, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical damage to the Property; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury, death, or other damage occurring on or about the Property, unless such injury, death, or damage is caused by Grantee or any agent, director, officer, employee, or independent contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property.

11. **TAXES.** Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Property unless Grantor timely object to the amount or validity of the assessment or charge and diligently prosecute an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon ten (10) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien asserted against the Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, if made by Grantee shall constitute a lien on the Property which in Grantee's discretion may be evidenced by a "Notice Lien," except that such lien shall not jeopardize the priority of any recorded mortgage given in connection with a promissory note secured by the Property.

12. **ADMINISTRATION AND ENFORCEMENT**

12.1. **Written Notice.** Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of

the following methods: (a) overnight courier postage prepaid; (b) registered or certified mail return receipt requested; or (c) hand delivery.

Notices to Grantor should be addressed to:

Fox Club Holdings, LLC
44 John F Kennedy Street
Cambridge, Massachusetts 02138
Attention: Manager

Notices to Grantee should be addressed to:

Charitable Friends of Digamma Building, Inc.
44 John F Kennedy Street
Cambridge, Massachusetts 02138
Attention: President

Each party may change its address set forth herein by a notice to such effect to the other party.

12.2. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within fourteen (14) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any and all obligations of Grantor contained in this Restriction and otherwise evidences the status of this Restriction.

12.3. **Inspection.** Grantee shall be permitted to conduct an annual inspection of the Property and the Building, in order to confirm Grantor's compliance with this Preservation Restriction Agreement. Such inspection shall be conducted at reasonable times and following advance notice to the Grantor of no less than ten (10) days. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

12.4. **Grantee's Remedies.** Grantee may, following thirty (30) days written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property and Building to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, which violation has continued more than thirty (30) days after notice by the Grantee to the Grantor, Grantor shall reimburse Grantee for any reasonable costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including court costs and attorney's, architectural, engineering, and expert witness fees.

In the event that Grantor is required to reimburse Grantee pursuant to the terms of this Paragraph, the amount of such reimbursement until discharged shall constitute a lien on the Property.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

12.5 Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within ten (10) business days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

12.6 Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Property prior to sale closing.

12.7 Liens. Any lien on the Property created pursuant to any Paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien provided in Mass. Gen. Laws c. 254, §5, except that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Property.

12.8 Plaque. Grantor agrees that Grantee may provide and maintain a plaque on the Property, which plaque shall not exceed 12 inches by 24 inches in size, giving notice of the significance of the Building and the existence of this Restriction. The plaque shall be approved by Grantor prior to installation, such approval not to be unreasonably withheld.

13. BINDING EFFECT; ASSIGNMENT.

13.1 Runs with the Land. Except as provided in Paragraphs 8 and 14, the obligations imposed by this Restriction shall be effective in perpetuity and shall be

deemed to run as a binding servitude with the Building and Property. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming by, under, or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Building and the Property shall have no obligation pursuant to this instrument when such owner shall cease to have any ownership interest in the Building and the Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Restriction shall be included by Grantor, by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of the fee simple title to or any lesser estate in the Building and the Property or any part hereof, including by way of example and not limitation, a lease of all or a portion of the Property, but excluding any lease with a term of fewer than one hundred twenty (120) days.

13.2 **Assignment.** Grantee may convey, assign, or transfer this Restriction to a local, state, or national organization that qualifies under the Act as an eligible donee whose purposes, *inter alia*, are the preservation of buildings or sites historically significant for their architecture, associations, and/or archaeology, or if no such organization agrees to accept such assignment, then to a unit of federal, state, or local government, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out as a condition of the transfer. Grantee shall give Grantor sixty (60) days written notice prior to making any such assignment.

13.3. **Recording and Effective Date.** Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the Registry. Grantor and Grantee intend that the restrictions arising under this Restriction take effect on the day and year this instrument is recorded in the Registry.

14. **EXTINGUISHMENT.** Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Property and the Building in a manner consistent with the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such circumstances may include, but shall not be limited to, partial or total destruction of the Building resulting from casualty. Extinguishment shall meet the requirements of the Act for extinguishment including approvals following public hearings by the City of Cambridge and the Massachusetts

Historical Commission as required by the Act to determine that such extinguishment is in the public interest. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Property (or of any other property received in connection with an exchange or involuntary conversion of the Property) after such extinguishment, all expenses reasonably incurred by Grantor and Grantee in connection with such sale shall be paid out of the sale proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

15. **CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds; and the net proceeds shall be paid to Grantor unless otherwise ordered by a court or other government authority of competent jurisdiction.

16. **INTERPRETATION.** The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction.

(a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Building and the Property shall not apply in the construction or interpretation of this Restriction, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the restrictions on use herein contained.

(b) This instrument may be executed in two counterparts, one of which may be retained by the Grantor, and the other, after recording, to be retained by the Grantee. In the event of any discrepancy between the counterparts produced, the recorded counterpart shall in all cases govern. In the event of any discrepancy between two copies of any documentation retained by the parties, the copy retained by Grantee shall control.

(c) This instrument is made pursuant to the provisions of the Act, but the invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or

unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

(d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

(e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the Property and Building are devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property and Building during the term of the Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Restriction.

17. **AMENDMENT.** If the circumstances arise under which an amendment to or modification of this instrument would be appropriate to promote the purpose of this Restriction and the protection of the conservation and preservation values of the Property, Grantor and the Grantee are free to jointly amend this instrument; provided that no amendment to this Restriction shall be allowed that will affect the qualifications of this instrument under any applicable law. Any amendment must be consistent with the conservation and preservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded with the Registry. An amendment shall not permit any private inurement to any person or entity, and nothing contained herein shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

18. **COMPLIANCE WITH BUILDING LAWS.** Grantor and Grantee recognize that there may be circumstances where alterations are required to be made to the Building in order to comply with local, state, and/or federal ordinances and laws which might otherwise not be permissible under this Restriction without Grantee's approval. In such event, Grantor agrees to notify Grantee in writing of such requirement and, if requested by Grantee within 45 days of such notification, to cooperate with

Grantee in seeking a variance or waiver from such requirement or a modification of such requirement to mitigate any adverse effect of such compliance.

19. SUBORDINATION OF PRIOR LIENS. Grantor represents and warrants to Grantee that the Property is not subject to any mortgages, liens, or leases prior in right to this Restriction other than the following: Mortgage granted by Fox Club Holdings, LLC to The Cambridge Trust Company, recorded with the Middlesex South Registry of Deeds in Book 82463, Page 140.

The Cambridge Trust Company has subordinated The Cambridge Trust Company mortgage to this Restriction with the Assent attached hereto and recorded herewith as Exhibit A-1. Grantor agrees not to enter into or permit other mortgages, liens or leases affecting the Property prior in right to this Restriction.

THIS RESTRICTION reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

[remainder of page blank, signatures on following page]

TO HAVE AND TO HOLD, the said Historic Preservation Restriction, unto the said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION RESTRICTION may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

EXECUTED and SEALED on _____, 2025.

GRANTOR

Fox Club Holdings, LLC

BY: _____
Peter Wilcox, Manager
(hereunto authorized)

GRANTEE

The Charitable Friends of Digamma Building, Inc.

BY: _____
William Colgan, President
(hereunto authorized)

BY: _____
Clement C. McDavid, Treasurer
(hereunto authorized)

[COMMONWEALTH OF MASSACHUSETTS]

[Middlesex, ss].

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Peter Wilcox, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Fox Club Holdings, LLC, as aforesaid.

Notary Public
My Commission Expires:

[COMMONWEALTH OF MASSACHUSETTS]

[Middlesex, ss.]

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named William Colgan, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated on behalf of Friends of Digamma Building, Inc., as aforesaid.

Notary Public
My Commission Expires:

[COMMONWEALTH OF MASSACHUSETTS]

[Middlesex, ss.]

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared the above-named Clement C. McDavid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and who acknowledged to me that he signed it voluntarily for its stated on behalf of Friends of Digamma Building, Inc., as aforesaid.

Notary Public
My Commission Expires:

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**The Fox Club House
44 John F. Kennedy Street
Cambridge, Massachusetts**

The undersigned Mayor of the City of Cambridge, Massachusetts hereby certifies that the foregoing Preservation Restrictions on the premises, with all improvements there, more particularly described in that certain deed recorded with the Middlesex South Registry of deed in Book 45675, page 379, known as the Fox Club House, so called, located at 44 John F. Kennedy Street, Cambridge, Massachusetts and owned by Fox Club Holdings, LLC of Cambridge, Massachusetts have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Cambridge assumes no responsibility, nor accepts any liability for enforcement.

Denise Simmons, Mayor

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Denise Simmons, Mayor, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Mayor of the City of Cambridge.

Notary Public

My commission expires: _____

APPROVAL OF PRESERVATION RESTRICTIONS

Pursuant to General Laws, Chapter 184, Section 32

**The Fox Club House
44 John F. Kennedy Street
Cambridge, Massachusetts**

The undersigned Clerk of the City of Cambridge, Massachusetts, hereby certifies that the foregoing Preservation Restrictions granted by Fox Club Holdings, LLC to the Charitable Friends of Digamma Building, Inc. on the Fox Club House, Cambridge, Massachusetts, consisting of approximately 5,317.70 square feet of land, with all improvements thereon, more particularly described in that certain deed recorded with the Middlesex South Registry of Deeds in Book 45675, Page 379, have been approved by the City Council of Cambridge by a vote of _____ in favor and _____ opposed at its regularly scheduled meeting that was held on _____, _____, 2025, pursuant to Massachusetts General Laws, Chapter 184, Section 32.

In approving these restrictions, the City of Cambridge assumes no responsibility, nor accepts any liability for enforcement.

Diane P. LeBlanc, City Clerk,
City of Cambridge

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss.

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Diane P. LeBlanc, City Clerk, City of Cambridge, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as City Clerk of the City of Cambridge.

Notary Public

My commission expires: _____

**APPROVAL BY MASSACHUSETTS HISTORICAL COMMISSION
COMMONWEALTH OF MASSACHUSETTS**

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Mass. Gen. Laws c. 184, §32.

Brona Simon
Executive Director and Clerk
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared Brona Simon, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it in her capacity as Executive Director and Clerk of the Massachusetts Historical Commission for its stated purposes.

Notary Public

My Commission Expires _____

SCHEDULE OF EXHIBITS

A. Legal Description

A-1. Subordination of Mortgage

B. Plan of Land

C. Documentary Photographs of the Building and Property

D. Massachusetts Historical Commission - Inventory Form B

E. Floor Plans of Protected Interior Spaces

F. Restriction Guidelines

EXHIBIT A

Legal Description

**44-46 John F. Kennedy Street
Cambridge, Middlesex County, Massachusetts**

The land in Cambridge, Middlesex County, Massachusetts, with the buildings thereon and being situated at 44-46 John F. Kennedy Street, (formerly Boylston Street) in the present numbering of buildings in said City of Cambridge and being shown on a plan entitled, "Plan of Premises in Cambridge Belonging to the Estate of William Read", by W.A. Mason & Son, Surveyor, dated October 30, 1903 and recorded in the Middlesex South District Registry of Deeds in Plan Book 146, Plan 29, which premises are more particularly bounded and described according to said plan as follows:

NORTHWESTERLY	by John F. Kennedy Street, (formerly, Boylston Street) 87.93 feet;
NORTHEASTERLY	by Mt. Auburn Street, 53.78 feet;
SOUTHEASTERLY	by land of O'Brien, 65.77 feet;
NORTHEASTERLY	again by land of O'Brien, 15.15 feet;
SOUTHEASTERLY	by land formerly of J.H. Hilton, 26 feet;
SOUTHWESTERLY	by land of Louis Webb, 70.90 feet.

Containing 5,317.70 square feet of land, more or less according to said plan.

For title, see deed from Trustees for the Benefit of the Digamma Club to Grantor dated June 17, 2005, and recorded July 22, 2005, with the Middlesex South Registry of Deeds in Book 45675, Page 379.

EXHIBIT A-1

**SUBORDINATION OF MORTGAGE and CONDITIONAL
ASSIGNMENT OF LEASES and RENTS**

Subordination of Mortgage and Conditional Assignment of Leases and Rents made as of the ____ day of _____, 2025, by **Eastern Bank**, successor by merger to Cambridge Trust Company, with a principal address of 125 High Street, Boston, Massachusetts (the “Bank”), the present holder of a Mortgage and Security Agreement and Conditional Assignment of Leases and Rents (the “Mortgage Documents”) from **Fox Club Holdings, LLC**, a Massachusetts limited liability company with a principal address of 44 John F. Kennedy Street, Cambridge, Massachusetts (the “Borrower”) in the original principal amount of **\$2,500,000.00**, which Mortgage Documents are dated January 31, 2024 and recorded with the Middlesex South Registry of Deeds in Book 82463, Pages 140 and 152 (the “Subordinated Mortgage Documents”), for consideration paid, hereby subordinates the Subordinated Mortgage Documents and the obligations secured thereby to a certain **Grant of Historic Reservation Agreement** dated _____, 2025, from the Borrower to the **Charitable Friends of Digamma Building, Inc.**, a Massachusetts non-profit corporation with a principal address of 44 John F. Kennedy Street, Cambridge, Massachusetts, and recorded simultaneously herewith (the “Grant”), to the same extent as if the Grant had been executed and recorded before the execution and recording of the Subordinated Mortgage Documents.

The Mortgaged property is located at **44 John F. Kennedy Street, Cambridge, Massachusetts.**

For a more particular description of the Mortgaged property see attached **Exhibit A.**

[Remainder of page intentionally left blank; signature page follows]

EXHIBIT A-1

Executed as an instrument under seal as of the date first above written.

Eastern Bank

By: Brian Kelley
Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this ____ day of _____, 2025, then personally appeared the above named **Brian Kelley, Senior Vice President** as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of **Eastern Bank**.

Notary Public
My Commission Expires:

EXHIBIT A-1

Exhibit A

The land in Cambridge, Middlesex County, Massachusetts, with the buildings thereon and being situated at 44-46 John F. Kennedy Street, (formerly Boylston Street) in the present numbering of buildings in said City of Cambridge and being shown on a plan entitled, "Plan of Premises in Cambridge Belonging to the Estate of William Read", by W.A. Mason & Son, Surveyor, dated October 30, 1903 and recorded in the Middlesex South District Registry of Deeds in Plan Book 146, Plan 29, which premises are more particularly bounded and described according to said plan as follows:

NORTHWESTERLY	by John F. Kennedy Street, (formerly, Boylston Street) 87.93 feet;
NORTHEASTERLY	by Mt. Auburn Street, 53.78 feet;
SOUTHEASTERLY	by land of O'Brien, 65.77 feet;
NORTHEASTERLY	again by land of O'Brien, 15.15 feet;
SOUTHEASTERLY	by land formerly of J.H. Hilton, 26 feet;
SOUTHWESTERLY	by land of Louis Webb, 70.90 feet.

Containing 5,317.70 square feet of land, more or less according to said plan.
For Mortgagor's title see deed recorded with the Middlesex South Registry on July 22, 2005, in Book 45675, Page 379.

EXHIBIT B

“Plan of Premises in Cambridge Belonging to the Estate of William Read”
prepared by W. A. Mason & Son, Surveyor, dated October 30, 1903,
recorded in the Middlesex South District Registry of Deeds in Plan Book 146, Plan 29

EXHIBIT C

Insert high-resolution photo exhibit, each page labeled with exhibit and page number - to be placed as originals in final copy for execution and recording

EXHIBIT C

EXHIBIT C

EXHIBIT C

EXHIBIT C

EXHIBIT C

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EXHIBIT C

EXHIBIT C

EXHIBIT D

MHC Form B in PDF form, each page labeled with exhibit and page number - to be placed as originals in final copy for execution and recording

EXHIBIT D

EXHIBIT D

EXHIBIT D

EXHIBIT D

EXHIBIT E

44 John F. Kennedy Street
Cambridge, MA 02138

CELLAR FLOORPLAN

Hatching represents areas NOT
PROTECTED by Preservation
Restriction Agreement.

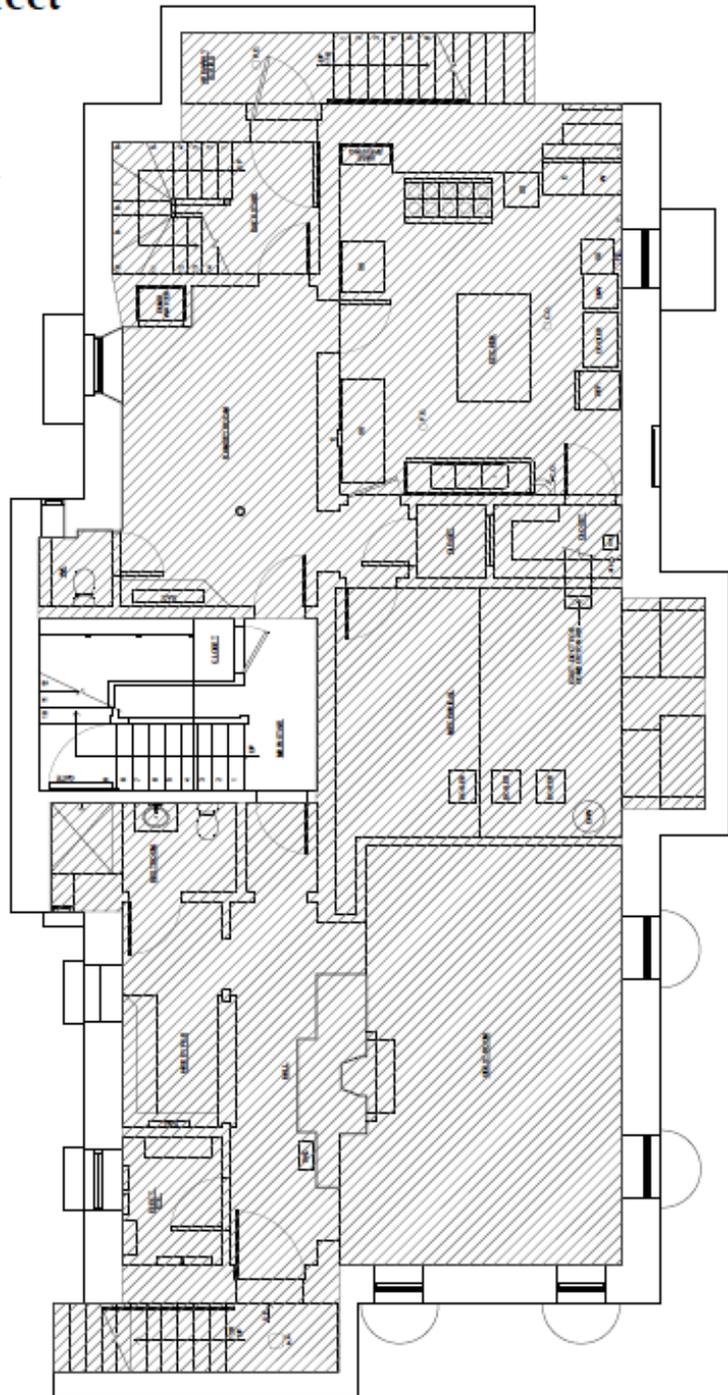


EXHIBIT E

**44 John F. Kennedy Street
Cambridge, MA 02138**

FIRST STORY FLOORPLAN

Hatching represents areas NOT PROTECTED
by Preservation Restriction Agreement.

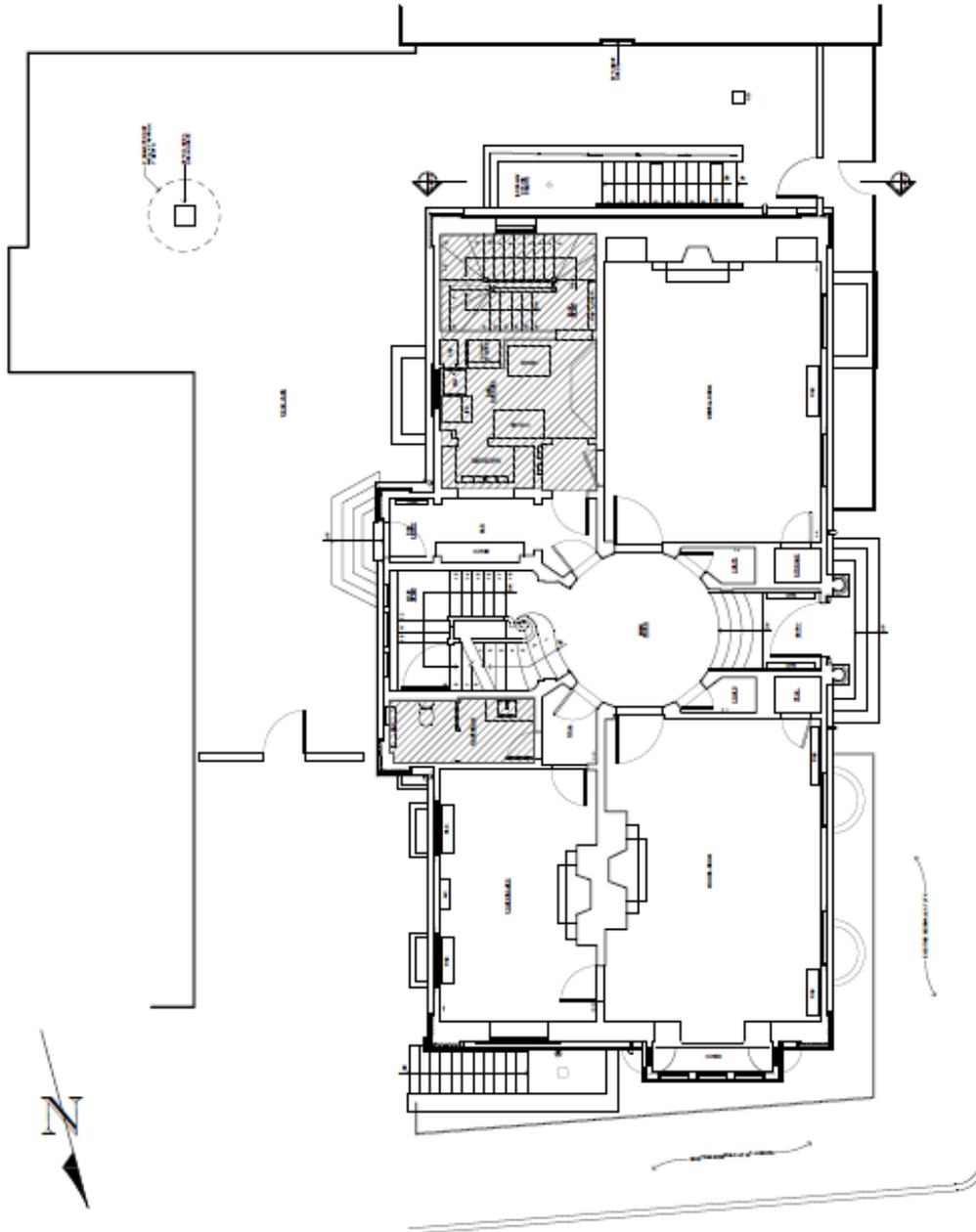


EXHIBIT E

**44 John F. Kennedy Street
Cambridge, MA 02138**

**SECOND STORY
FLOORPLAN**

Hatching represents areas NOT
PROTECTED by Preservation
Restriction Agreement.

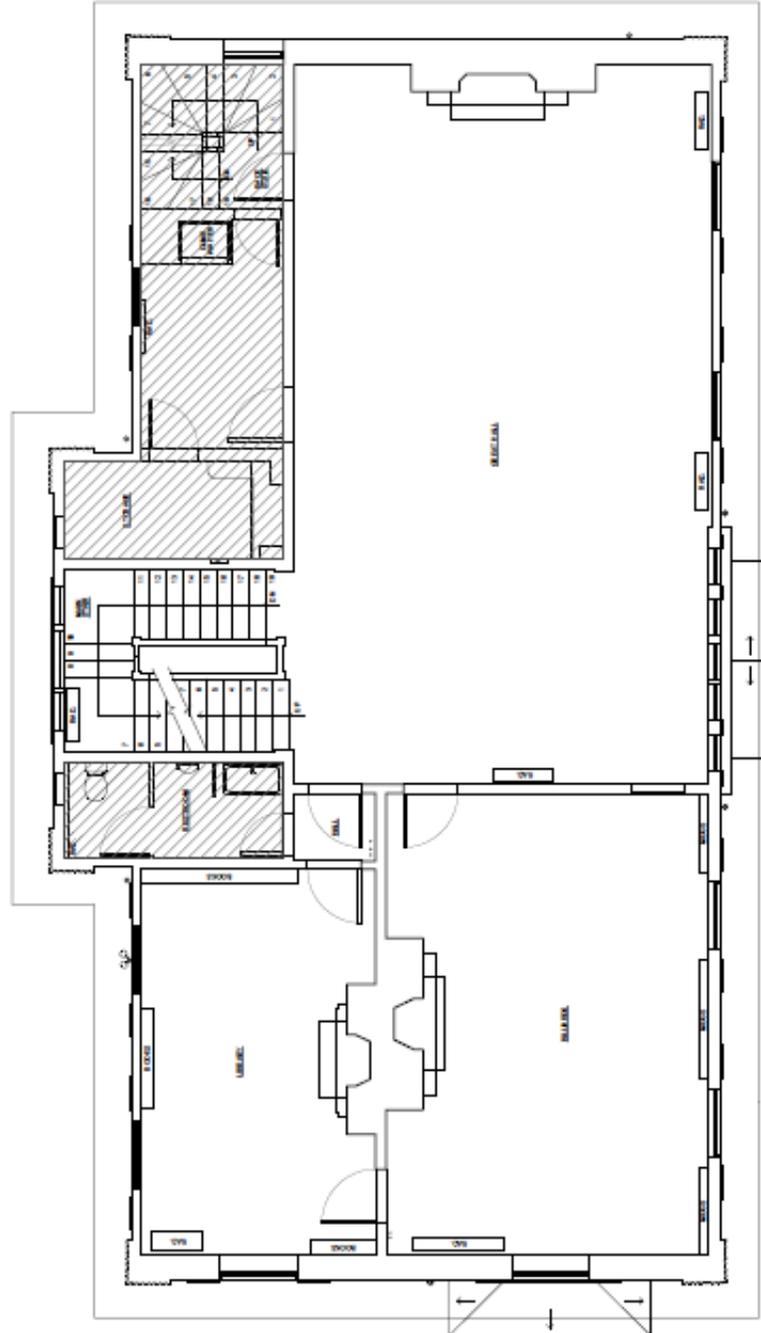


EXHIBIT E

44 John F. Kennedy Street
Cambridge, MA 02138

ATTIC FLOORPLAN

Hatching represents areas NOT
PROTECTED by Preservation
Restriction Agreement.

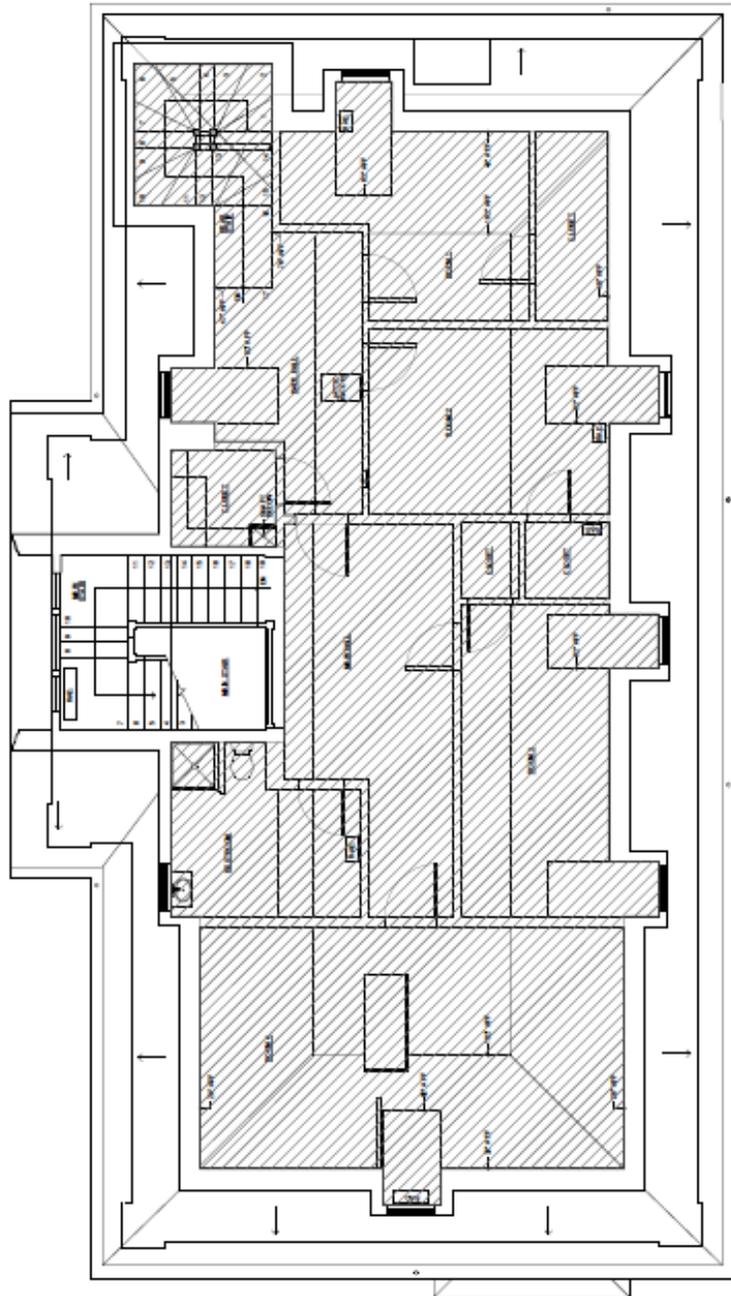


EXHIBIT F

RESTRICTION GUIDELINES

The purpose of these Restriction Guidelines is to clarify the terms of this Historic Preservation Restriction that deal with maintenance and alteration to the Building and Property. Under Paragraph 3, prior permission from Charitable Friends of Digamma Building, Inc. is required for any Minor Maintenance that may reasonably be expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance and for any Major Maintenance. Minor Maintenance that is part of ordinary maintenance and repair, and that does not materially change the existing appearance, materials, or workmanship does not require Friends of Digamma Building, Inc. review and approval.

In an effort to explain what constitutes Minor Maintenance and Major Maintenance, the following list is provided. The list is by no means comprehensive. It is a sampling of common structural alterations.

PAINT

Minor: Exterior or interior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major: Painting or fully stripping decorative surfaces or distinctive stylistic features, including murals, stenciling, wallpaper, ornamental woodwork, stone, and decorative or significant original plaster.

WINDOWS AND DOORS

Minor: Regular maintenance including caulking, painting, and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major: Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

EXTERIOR

Minor: Spot repair of existing cladding and roofing including in-kind replacement of clapboard, shingles, slates, etc.

Major: Large scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e., removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the property is also considered a major alteration.

MASONRY

Minor: Spot repairs to the brickwork of chimneys, foundations, or the masonry elevations at the north and south elevations of the Building shall be considered to be minor repair.

Major: Re-pointing, masonry repair to foundations, chimneys, or the masonry elevations at the north and south elevations of the Building shall be subject to review as a Major Repair.

LANDSCAPING/OUTBUILDINGS

Minor: Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major: Moving or subdividing buildings or property; altering of property; altering or removing significant landscape features such as gardens, vistas, walks, masonry walls, fences, plantings, and ground disturbances affecting archaeological resources.

WALLS/PARTITIONS

Minor: Making fully reversible changes (i.e., sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the protected buildings.

Major: Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement; demolishing existing walls; removing or altering stylistic features; altering primary staircases.

HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor: Repair of existing systems.

Major: Installing or upgrading systems which will result in major appearance changes (i.e. dropped ceilings, disfigured walls or floors, exposed wiring, ducts, or piping) or large equipment installed at the exterior (i.e., condensers, storage tanks, or air-handlers); the removal of substantial quantities of original plaster or other materials in the course of construction.

Changes classified as Major Maintenance are not necessarily unacceptable. Under the Historic Preservation Restriction such changes must be reviewed by Charitable Friends of Digamma Building, Inc. in order to assess their impact on the historic integrity of the Property and Building.

The Grantor shall notify Charitable Friends of Digamma Building, Inc. in writing when any of the aforesaid Minor Maintenance that is reasonably expected to materially change the appearance, materials, or workmanship from that existing prior to the maintenance or any Major Maintenance is contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of this Historic Preservation Restriction is to enable Charitable Friends of Digamma, Inc. to review proposed alterations and assess their impact on the integrity of the Property and Building not to preclude future change. Charitable Friends of Digamma Building, Inc. will attempt to work with the Grantor to develop mutually satisfactory solutions which are in the best interest of the Property's preservation.