

CITY OF CAMBRIDGE, MASSACHUSETTS

PLANNING BOARD

CITY HALL ANNEX, 344 BROADWAY, CAMBRIDGE, MA 02139

SPECIAL PERMIT APPLICATION • COVER SHEET

In accordance with the requirements of the City of Cambridge Zoning Ordinance, the undersigned hereby petitions the Planning Board for one or more Special Permits for the premises indicated below.

Location of Premises: One Canal Park, Cambridge, MA
Zoning District: Business A/PUD4
Applicant Name: MA-One Canal Park, L.L.C.
Applicant Address: * Hinckley, Allen & Snyder LLP, 28 State Street, Boston, MA 02109
Contact Information: (617) 378-4116 dconnolly@haslaw.com (617) 345-9020
*c/o David Connolly, Esq. Telephone # Email Address Fax #

List all requested special permit(s) (with reference to zoning section numbers) below. *Note that the Applicant is responsible for seeking all necessary special permits for the project. A special permit cannot be granted if it is not specifically requested in the Application.*

Requested Minor Amendment to PUD Special Permit #38 pursuant to Sections 6.35.1 and 12.37.2 to allow for the reduction of the required parking by 30 spaces to discourage automobile travel where transportation demand management practices have been implemented and are being encouraged, while adequately serving the needs of the Premises based on actual usage.

List all submitted materials (include document titles and volume numbers where applicable) below.

1. Executed Amended Parking Lease dated as of June 21, 2013 between the City of Cambridge, MA and MA-One Canal Park, L.L.C.
2. Transportation Demand Management Analysis and Employee Survey by Tetra Tech dated April, 2012.

MA One Canal Park, L.L.C.

Signature of Applicant: David B. Connolly

By: David B. Connolly, Esq., its attorney

For the Planning Board, this application has been received by the Community Development Department (CDD) on the date specified below:

Date

Signature of CDD Staff

MA-ONE CANAL PARK, L.L.C.
c/o Equity Office Properties
125 Summer Street
Boston, Massachusetts 02110

September 27, 2013

BY HAND

Cambridge Planning Board
344 Broadway
Cambridge, MA 02139
Attn: Community Development Department/Ms. Liza Paden

Re: One Canal Park
PUD Special Permit #38

Ladies and Gentlemen:

MA-One Canal Park, L.L.C. ("Petitioner") respectfully requests a Minor Amendment pursuant to Section 12.37.2 of the City of Cambridge Zoning Ordinances (the "Ordinance") to the Board's decision PB Special Permit #38 dated July 3, 1984, as amended by Major Amendments No. 1, No. 2 and No. 3 and Minor Amendments No. 1, No. 2, No. 3 and No. 4 (collectively the "Existing Decision"), for the following:

- (1) reduce the required amount of additional parking over the zoning minimum as required to be leased in the City's East Cambridge Parking Garage pursuant to Existing Decision from 130 parking passes to 100 parking passes.

The Existing Decision, in relevant part, provided that a minimum of 176 parking spaces was required under the Ordinance, that 195 parking spaces were provided on site at Two Canal Park, and that for One Canal Park, "an additional 130 shall be provided in city garages . . .".

The existing parking lease had expired and the Petitioner approached the City of Cambridge Traffic, Parking and Transportation Department ("CTPTD") and the City Solicitor's Office to prepare and execute that certain Amended Parking Lease dated as of June 21, 2013 between the City of Cambridge, MA, as lessor, and the Petitioner, as lessee, for 130 parking passes located in the City's East Cambridge Parking Garage on First Street in East Cambridge, MA (the "Parking Lease"), a copy of which has been submitted with this Application.

Concurrent with the preparation and negotiation of the Parking Lease, the Petitioner and the CTPTD had meetings and discussions concerning the current and historical uses of the parking passes in the City's East Cambridge Parking Garage, which did not reflect the activation nor use of a significant number of 130 parking passes in the East Cambridge Parking Garage that are being currently rented by the Petitioner. As a result, the CTPTD requested that the Petitioner have a study conducted to investigate the reduced parking demand based on current usage and the existing Transportation Demand Management (TDM) practices among tenants in the Premises and by certain TDM measures being maintained by the Petitioner. A Transportation Demand Management Analysis and Employee Survey was conducted by Tetra Tech dated April 5, 2012 (the "Parking and Transportation Demand Management Study"), a copy of which has been submitted with this Application.

Following the submittal of the Parking and Transportation Demand Management Study to the CTPTD, the CTPTD did its own independent review of all of the Petitioners' parking passes being used in the City's East Cambridge Parking Garage. The results of CTPTD's review indicate that there are only 91 activated parking passes out of the 130 parking passes leased to the Petitioner and on the day surveyed there were only 40 of these 91 activated parking passes being used. In addition to the 40 activated parking passes issued to the Petitioner that were being used, there were approximately fourteen (14) additional parking passes that are rented to individuals that are tenants at One Canal Park, for a total number of 54 parking spaces being used in total by tenants of the One Canal Park.

Based on the results of the Parking and Transportation Demand Management Study, the ongoing review of the actual activation and use of the parking passes in the East Cambridge Parking Garage by the CTPTD and the desire of the Petitioner to reduce the number of unused and unactivated parking passes in the East Cambridge Garage as required by Special Permit PB #38, the Parking Lease provides a specific mechanism to allow the Petitioner to file this Application and respectfully request the Planning Board to modify Special Permit PB #38 to reduce the required number of parking passes to be leased to the Petitioner pursuant to the Parking Lease.

The results of the Parking and Transportation Demand Management Study and the subsequent review by the CTPTD support this Application for a Minor Amendment pursuant to Section 12.37.2 of the Zoning Ordinance to reduce the number of parking passes required to be leased by the Petitioner in the East Cambridge Parking Garage from 130 parking passes to 100 parking passes. This requested Minor Amendment does not alter any physical characteristic of One Canal Park and does not represent a substantial deviation from the PUD concept and the Existing Decision as approved by the Planning Board.

The Planning Board, as the special permit granting authority of Special Permit PB #38, may determine pursuant to Section 6.35.1 of the Ordinance that a reduction in the required amount of parking to be provided for the Premises is appropriate.

The Premises, as demonstrated by the Transportation Demand Management Study, will have more than sufficient availability of off street parking in the East Cambridge Parking Garage with the requested 100 parking passes.

In addition, the Lechmere T Station is within a couple of blocks from the Premises. The CRTMA EZ Shuttle provides easy access to both the Kendall Square and North Station T Station.

This Application will not cause any increase in the amount of traffic generated by One Canal Park and the parking will continue to be provided off-street in the East Cambridge Parking Garage. There is sufficient additional capacity in the requested 100 parking passes for current and future employees and visitors.

The Petitioner is a member of the Charles River Transportation Management Associates (CRTMA) and is sponsors an annual public transportation fair to provide its tenants and their employees with information concerning bicycling as a means to commute, the Hubway, the CRTMA EZ Shuttle and the availability, location and scheduling of the MBTA.


In addition, the Petitioner has made available at the Premises off-street covered bicycle parking racks, showers in the common area of the Premises and a designated transportation demand manager of the Premises to continue to provide information to its tenants regarding alternatives to single occupant vehicle (SOV) trips including carpooling, ride sharing and the promotion of the CRTMA EZ Ride Shuttle Service connecting First Street to Kendall Square and North Station.

There will be no nuisance nor hazard created in connection with the requested reduction in parking. The current uses will not be changed. There will therefore be no negative impact to the integrity of the district. In fact, given the continued implementation of certain TDM measures by the Petitioner outlined above, there may be a continued reduction in the number of SOV on the surrounding streets to One Canal Park as more employees use alternative modes of transportation.

For all of the foregoing reasons, we respectfully request the approval of this Minor Amendment Application by the Planning Board.

Respectfully submitted,

MA-ONE CANAL PARK, L.L.C.

By: 
David B. Connolly, its attorney



TETRA TECH

April 5, 2012

MA-One Canal Park, LLC
c/o Equity Office
125 Summer Street, Suite 1701
Boston, MA 02110
Attention: Mr. Michael Fitzgerald

**Re: One Canal Park
Cambridge, MA**

Dear Mr. Fitzgerald:

We have evaluated travel demand management practices and parking characteristics of your office building at One Canal Park in East Cambridge, Massachusetts through a detailed transportation survey and transportation demand management open house for all tenants conducted on Thursday, March 8, 2012. The objective of this work was to document the current and historic parking usage patterns of tenants in the building located at One Canal Park, Cambridge, Massachusetts and to actively support efforts to reduce parking through the implementation of certain traffic demand management procedures. This report on parking usage and the transportation demand management procedures that have been implemented at the building will be submitted to the City of Cambridge, Massachusetts Planning Board (the "Planning Board") in support of your request to reduce the number of parking spaces required by the conditions of your special permit to be leased at the First Street garage.

Introduction

As there is no on-site parking for employees at the building, MA-One Canal Park, LLC currently leases 130 spaces for its tenants at the near-by City-owned First Street garage. The number of spaces leased is a condition of the initial zoning approval granted by the Planning Board for the building. However, as MA-One Canal Park, LLC has leased 90 or fewer parking permits to its One Canal Park tenants over the past three years, and in an effort to reduce congestion and air pollution by encouraging the use of bicycles, car/vanpooling and public transportation, MA-One Canal Park, LLC would like to request a reduction in the parking requirements under its special permit from 130 spaces to approximately 90 spaces. MA-One Canal Park, LLC approached the City of Cambridge (the "City") regarding a reduction in its parking requirements and its

Engineering and Architecture Services
One Grant Street
Framingham, MA 01701
Tel 508.903.2000 Fax 508.903.2001



investigation of existing and potential additional transportation demand management to reduce its need for parking. The City requested that MA-One Canal Park, LLC document the reduced parking demand by reporting on current parking usage and existing Travel Demand Management (TDM) practices among tenants in the building and by certain potential TDM measures.

In order to evaluate current TDM practices for One Canal Park, MA-One Canal Park, LLC, retained Tetra Tech to conduct a transportation survey of the occupants at One Canal Park. The survey was also an opportunity to understand the parking characteristics of the building. The first section of this document summarizes the results of the survey. The second section provides an analysis of the existing and future TDM and the last section addresses the parking requirements of the building.

Transportation Survey

A detailed survey of the 180 employees of One Canal Park was conducted on Thursday, March 8, 2012 as part of a Transportation Fair run by the Charles River Transportation Management Association (CRTMA) held in the lobby of the building. A copy of the survey is attached. It included questions regarding travel mode, arrival/departure times, vehicle parking information, awareness of existing TDM measures and incentives that would motivate employees to travel to/from work via alternative modes.

In total, 117 of the 180 (64 percent) of the building occupants responded to the survey. Table 1 summarizes the travel mode distribution for the property. Fifty-six percent of employees at One Canal Drive currently utilize alternative modes of transportation. As might be expected, the percentage of employees who live in Boston, Brookline or Cambridge who commute via alternative modes of transportation is higher than for employees in other communities (78 percent versus 33 percent).

Table 1 Mode Split

Travel Mode	Survey Results	
	Responses	Percent
Drive Alone	52	44%
Transit	45	39%
Carpool	4	3%
Drop-Off	1	1%
Bike	8	7%
Walk	7	6%
Total	117	100%



Table 2 summarizes the results of questions regarding respondent's awareness of various transportation demand management strategies. Approximately half of the respondents are aware that the building provides showers in its common area and one third is aware of the bicycle rack located in the front of the building. Forty percent acknowledged that they know their employer provides transit subsidies.

Table 2 Awareness of TDM Measures

Are you Aware of The Following at One Canal:	Information on Transit	Transit Subsidies	Pref. Parking for Carpools	Help Organizing a Carpool	Bicycle Storage	Showers
Yes	9%	40%	5%	7%	31%	56%
No	72%	47%	78%	75%	52%	29%
Unsure	19%	13%	17%	18%	17%	15%

Table 3 summarizes for respondents who currently drive alone to One Canal Park incentives that may encourage them to carpool, bike or use public transit. The most popular incentives for not driving to work are more frequent MBTA service and closer access to the MBTA from home.

Table 3 Incentives for Not Driving Alone

Incentive	Number	Percent
<u>Carpool or Bicycle Improvements</u>		
Help forming carpools	7	12%
Preferential Parking	3	6%
Bike Lanes	7	12%
Showers	7	12%
Does not matter	30	53%
<u>Other</u>	<u>3</u>	<u>5%</u>
Total	57	100%
<u>Transit Improvements</u>		
More frequent service	21	30%
Earlier/Later service	5	7%
Closer pick-up location	13	19%
Closer drop-off location	8	12%
Does not matter	12	17%
<u>Other</u>	<u>10</u>	<u>15%</u>
Total	69	100%



With respect to parking, only 63 out of 117 respondents reported that they park a vehicle. This was a little surprising as only 57 reported arriving in a vehicle (52 drive-alone, 4 carpool and 1 drop-off). The remaining six respondents who park indicate that they also arrive by transit (5) and by walking (1). It is likely that many of these individuals park and board at other MBTA stations prior to arriving at Lechmere. Of the 63 who report parking a vehicle, 42 park at the First Street garage, 17 park in other parking facilities, 3 park on-street and one did not report where he/she parks. Table 4 summarizes the survey data by mode and parking location.

Table 4 Parking Location per Travel Mode

	First Street Garage	Other Facilities	On-Street	Not Reported	Total
Drive Alone	37	13	1	1	52
Carpool	4				4
Drop-Off		1			1
Drive Alone/Public Transit	1	1			2
Walk/Public Transit		2	1		3
Walk			1		1
Total	42	17	3	1	63
Percent*	35%	15%	3%	0%	54%

*Per 117 responses

Transportation Demand Management at One Canal Park

MA-One Canal Park, LLC currently provides on-site bicycle storage and showers for its tenants. The building is located less than 400 feet from the Lechmere Station which provides access to the MBTA Green Line. Based on the survey data, it appears that several tenants in the building offer subsidized T passes and flexible work hours.

MA-One Canal Park, LLC became a member of the Charles River Transportation Management Associates (CRTMA) this year. CRTMA held its first Transportation Fair in the lobby of the building on Thursday, March 8, 2012 from 11:30 p.m. to 1:30 p.m. The fair was successful with approximately 35 participants. Attendees were interested in learning about bicycling as a means to commute, Hubway (the new bicycle sharing program), the CRTMA EZ shuttle bus and MBTA fare increases.



TETRA TECH

MA-One Canal Park, LLC is working with the CRTMA to consider the implementation of certain new TDM measures at One Canal Park. These may include:

- A carpool/vanpool matching service
- Off-street covered bicycle parking
- Preferential carpool/vanpool service
- An emergency ride home program
- Commuter information center and website
- Promotion of the CRTMA EZ Ride Shuttle Service connecting First Street to Kendall Square and North Station
- Maintaining an ongoing electronic communication program to tenants in the building highlighting the transportation demand management measures available to tenants
- Designate a transportation demand manager for the building

As noted above, it is the employees who live outside of the Boston/Brookline/Cambridge area who have the lowest alternative mode share. MA-One Canal Park, LLC, working with the CRTMA, is hopeful that by providing carpool matching and guaranteed rides home at One Canal Park, these employees, who are most likely to be in a single occupant vehicle (SOV) may consider carpooling as a commuting option.

Parking Requirements

MA-One Canal Park, LLC presently leases from the City of Cambridge 130 parking spaces at the First Street Parking Garage which in turn it leases to its tenants at no additional cost or markup. For the past three years, no more than 90 permits have been leased by the tenants in the Building. Per the survey data, 35 percent of respondents park at the First Street Garage. Projecting the 35 percent onto the 180 existing employees at First Street indicates that approximately 65 employees park at the First Street Garage on any given day, 25 fewer than the 90 leased parking permits. This may reflect tenants who either share parking permits amongst employees, employees who are on vacation, out sick, working at home or employees who are conducting business outside of the office.

Presently approximately 93,840 s.f. of the 102,000 s.f. building (92 percent) is occupied. Of the 180 employees who currently work in the building, approximately 65 park at the First Street Garage on any given day. It is estimated that at full occupancy 70 One Canal Park tenants' vehicles would be parked at the First Street Garage (equivalent to 65 existing parked vehicles increased by 8 percent). Therefore, the proposed 90 parking spaces to be leased at the First Street Garage are more than adequate to accommodate the buildings parking demand at full occupancy (70 spaces).



TETRA TECH

The proposed parking supply ratio for One Canal is equivalent to 90 spaces/102,000 s.f. or 0.88 spaces/1,000 s.f. The measured demand ratio is equivalent to 65 vehicles/93,840 s.f. or 0.69 spaces/1,000 s.f.

In summary, the reduction of leased spaces at the First Street garage from 130 spaces to 90 spaces is reasonable based on:

- MA-One Canal Park, LLC has leased 90 or fewer parking permits per year for the past three years.
- The transportation survey conducted at One Canal Park indicates that approximately 65 vehicles are parked at the First Street garage on any given day.
- At full occupancy, it is estimated that no more than 70 One Canal Park tenants' vehicles would park at the First Street garage on any given day.
- MA-One Canal Park, LLC has joined the CRTMA which will actively promote alternative transportation modes to the buildings tenants.
- MA-One Canal Park, LLC has designated one of its property management personnel to act as a transportation demand manager for the Building.

Please let us know if you have any questions regarding the above information or if we can be of further assistance.

Very truly yours,

Nancy B. Doherty, P.E.
Senior Project Transportation Planner

Transportation Survey

We are trying to understand how tenant employees as a group get to work and, if they drive, where they park.
Please fill in an answer to EACH of the following questions and return this form as per the instructions.
All responses will be kept confidential.

Please do not fold or staple this survey. Using a black/blue pen, please fill in each space completely.

Correct Mark
Incorrect Marks

1] Home ZIP Code?
(write number in box and mark corresponding bubbles below)

0	1	2	3	4
5	6	7	8	9

2] Please indicate how you commuted to work today.
(please note primary mode only).

- Drove alone the entire way
- Drove alone, then took public transportation
- Walked, then took public transportation
- Shared ride/dropped off, then took public transportation
- Bicycled, then took public transportation
- Rode in a 2-person carpool
- Rode in a 3- to 7-person carpool/vanpool
- Rode in a 8- or more person vanpool
- Dropped off at work
- Bicycled entire way
- Walked

3] What time did you begin work today?

- Before 6:00AM
- 6:00-7:00
- 7:00-7:30
- 7:30-8:00
- 8:00-8:30
- 8:30-9:00
- After 9:00AM

4] What time will you leave work today?

- Before 4:00PM
- 4:00-4:30
- 4:30-5:00
- 5:00-5:30
- 5:30-6:00
- 6:00-7:00
- 7:00-8:00
- After 8:00PM

5] If you drove to work, where did you park?

- First Street Garage
- Other garage/surface lot
- On street

6] If you took public transportation, which route(s) did you use?

- Red Line
- Green Line
- Commuter Rail
- Bus Route(s) _____
- Shuttle Route _____
- Other _____

7] If you drove to work, what improvements would you like to see in carpooling or bicycling that would encourage you to commute to work by carpool or bicycle? (mark all that apply)

- Help forming carpools
- Preferential parking for carpools
- Does not matter, would not use either option.
- Other (please specify) _____
- Bike lanes
- Showers and lockers

8] If you drove to work, what improvements would you like to see in public transit that would encourage you to commute to work by public transit? (mark all that apply)

- More frequent service
- Earlier or later service
- Does not matter, would not take transit to work
- Other (please specify) _____
- Closer pick-up location
- Closer drop-off location

9] Are you aware of any of the following travel incentives offered by your employer?

	Yes	No	Unsure
On-site information on transit routes and schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subsidy for transit fares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preferential parking for employees who rideshare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Help finding someone with whom to carpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bicycle storage made available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Showers and lockers made available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thank you for completing the survey. There will be a raffle for those who participate in the survey. The raffle prize is a Kindle Fire. If you would like to participate in the raffle please provide the following information:

Name: _____

Telephone Number: _____



April 5, 2012

MA-One Canal Park, LLC
c/o Equity Office
125 Summer Street, Suite 1701
Boston, MA 02110
Attention: Mr. Michael Fitzgerald

**Re: One Canal Park
Cambridge, MA**

Dear Mr. Fitzgerald:

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Introduction

As there is no on-site parking for employees at the building, MA-One Canal Park, LLC currently leases 130 spaces for its tenants at the near-by City-owned First Street garage. The number of spaces leased is a condition of the initial zoning approval granted by the Planning Board for the building. However, as MA-One Canal Park, LLC has leased 90 or fewer parking permits to its One Canal Park tenants over the past three years, and in an effort to reduce congestion and air pollution by encouraging the use of bicycles, car/vanpooling and public transportation, MA-One Canal Park, LLC would like to request a reduction in the parking requirements under its special permit from 130 spaces to approximately 90 spaces. MA-One Canal Park, LLC approached the City of Cambridge (the "City") regarding a reduction in its parking requirements and its

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investigation of existing and potential additional transportation demand management to reduce its need for parking. The City requested that MA-One Canal Park, LLC document the reduced parking demand by reporting on current parking usage and existing Travel Demand Management (TDM) practices among tenants in the building and by certain potential TDM measures.

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Table 2 Awareness of TDM Measures

Are you Aware of The Following at One Canal:	Information on Transit	Transit Subsidies	Pref. Parking for Carpools	Help Organizing a Carpool	Bicycle Storage	Showers
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Walk			1		1
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TETRA TECH

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Parking Requirements

MA-One Canal Park, LLC presently leases from the City of Cambridge 130 parking spaces at the First Street Parking Garage which in turn it leases to its tenants at no additional cost or markup. For the past three years, no more than 90 permits have been leased by the tenants in the Building. Per the survey data, 35 percent of respondents park at the First Street Garage. Projecting the 35 percent onto the 180 existing employees at First Street indicates that approximately 65 employees park at the First Street Garage on any given day, 25 fewer than the 90 leased parking permits. This may reflect tenants who either share parking permits amongst employees, employees who are on vacation, out sick, working at home or employees who are conducting business outside of the office.

Presently approximately 93,840 s.f. of the 102,000 s.f. building (92 percent) is occupied. Of the 180 employees who currently work in the building, approximately 65 park at the First Street Garage on any given day. It is estimated that at full occupancy 70 One Canal Park tenants' vehicles would be parked at the First Street Garage (equivalent to 65 existing parked vehicles increased by 8 percent). Therefore, the proposed 90 parking spaces to be leased at the First Street Garage are more than adequate to accommodate the buildings parking demand at full occupancy (70 spaces).



TETRA TECH

The proposed parking supply ratio for One Canal is equivalent to 90 spaces/102,000 s.f. or 0.88 spaces/1,000 s.f. The measured demand ratio is equivalent to 65 vehicles/93,840 s.f. or 0.69 spaces/1,000 s.f.

In summary, the reduction of leased spaces at the First Street garage from 130 spaces to 90 spaces is reasonable based on:

- MA-One Canal Park, LLC has leased 90 or fewer parking permits per year for the past three years.
- The transportation survey conducted at One Canal Park indicates that approximately 65 vehicles are parked at the First Street garage on any given day.
- At full occupancy, it is estimated that no more than 70 One Canal Park tenants' vehicles would park at the First Street garage on any given day.
- MA-One Canal Park, LLC has joined the CRTMA which will actively promote alternative transportation modes to the buildings tenants.
- MA-One Canal Park, LLC has designated one of its property management personnel to act as a transportation demand manager for the Building.

Please let us know if you have any questions regarding the above information or if we can be of further assistance.

Very truly yours,

Nancy B. Doherty, P.E.
Senior Project Transportation Planner

Transportation Survey

We are trying to understand how tenant employees as a group get to work and, if they drive, where they park.
Please fill in an answer to EACH of the following questions and return this form as per the instructions.
All responses will be kept confidential.

Please do not fold or staple this survey. Using a black/blue pen, please fill in each space completely. Correct Mark
Incorrect Marks

1] Home ZIP Code?
(write number in box and mark corresponding bubbles below)

0	1	2	3	4
5	6	7	8	9

2] Please indicate how you commuted to work today.
(please note primary mode only).

Drove alone the entire way
 Drove alone, then took public transportation
 Walked, then took public transportation
 Shared ride/dropped off, then took public transportation
 Bicycled, then took public transportation
 Rode in a 2-person carpool
 Rode in a 3- to 7-person carpool/vanpool
 Rode in a 8- or more person vanpool
 Dropped off at work
 Bicycled entire way
 Walked

3] What time did you begin work today?

Before 6:00AM
 6:00-7:00
 7:00-7:30
 7:30-8:00
 8:00-8:30
 8:30-9:00
 After 9:00AM

4] What time will you leave work today?

Before 4:00PM
 4:00-4:30
 4:30-5:00
 5:00-5:30
 5:30-6:00
 6:00-7:00
 7:00-8:00
 After 8:00PM

5] If you drove to work, where did you park?

First Street Garage
 Other garage/surface lot
 On street

6] If you took public transportation, which route(s) did you use?

Red Line Bus Route(s) _____
 Green Line Shuttle Route _____
 Commuter Rail Other _____

7] If you drove to work, what improvements would you like to see in carpooling or bicycling that would encourage you to commute to work by carpool or bicycle? (mark all that apply)

Help forming carpools Bike lanes
 Preferential parking for carpools Showers and lockers
 Does not matter, would not use either option.
 Other (please specify) _____

8] If you drove to work, what improvements would you like to see in public transit that would encourage you to commute to work by public transit? (mark all that apply)

More frequent service Closer pick-up location
 Earlier or later service Closer drop-off location
 Does not matter, would not take transit to work
 Other (please specify) _____

9] Are you aware of any of the following travel incentives offered by your employer?

	Yes	No	Unsure
On-site information on transit routes and schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subsidy for transit fares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preferential parking for employees who rideshare	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Help finding someone with whom to carpool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bicycle storage made available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Showers and lockers made available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thank you for completing the survey. There will be a raffle for those who participate in the survey. The raffle prize is a Kindle Fire. If you would like to participate in the raffle please provide the following information:

Name: _____

Telephone Number: _____

AMENDED LEASE

By and Between

City of Cambridge, Massachusetts, a Massachusetts Municipal Corporation

Landlord

And

MA-One Canal Park, LLC, a Delaware limited liability company

Tenant

Dated: June 21, 2013

AMENDED LEASE

This AMENDED LEASE (hereinafter "Lease") is made and entered into as of this 21st day of June, 2013 by and between the City of Cambridge, Massachusetts, a Massachusetts municipal corporation, with an address of, Cambridge City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 (hereinafter called "Landlord" or "City") and MA-One Canal Park, LLC, with a principal office at 2 N. Riverside Plaza, Suite 2200, Chicago, IL 60606, and with a mailing address of Equity Office Properties, c/o MA-ONE CANAL PARK, LLC Property Manager, 125 Summer Street, Suite 1701, Boston, MA 02110 (hereinafter collectively called "Tenant"). This Lease amends, supercedes and entirely replaces the prior lease of parking spaces between the City of Cambridge and the Canal Park Associates, dated March 15, 1985, with subsequent amendments, and any other terms and agreements for the rental or lease of parking spaces for the Tenant's Property (as defined in paragraph 3 below) from the City of Cambridge, whether for purposes of compliance with the Special Permit from the City of Cambridge Planning Board, Planning Board Case No. 38: One Canal Park, dated July 3, 1984, as amended ("Special Permit") or pursuant to the Urban Development Action Grant Agreement with the United States Department of Housing and Urban Development, numbered B-84-AA-25-0147, dated August 29, 1984 ("UDAG Agreement") or otherwise.

1. The Landlord hereby leases to Tenant, and Tenant hereby agrees to lease from Landlord, one hundred thirty (130) parking spaces in the City's East Cambridge Garage located on First Street in Cambridge, Massachusetts ("Parking Facility"), to be used only for the purpose of storing passenger vehicles, which meet any height and weight restrictions of the Parking Facility ("Vehicles"). The Special Permit authorized Tenant to use the Parking Facility for accessory parking for Tenant's Property (as defined in Paragraph 3 below).. In the event that (i) the Tenant applies with the City of Cambridge, Massachusetts Planning Board (the "Planning Board") for a reduction in the number of parking spaces required by the Special Permit ("Tenant's Reduction Modification Request"), and the Special Permit is amended to authorize such a reduction in the required number of parking spaces, or (ii) if the requirements of the Cambridge Zoning Ordinance and/or other laws, rules or regulations related to parking requirements applicable to the Property (as defined in Paragraph 3 below) permit the Tenant to reduce the required number of parking spaces under the Special Permit, then this Lease shall be amended, (i) once and only once for the Tenant's Reduction Modification Request to reduce the number of parking spaces to the number of Parking Spaces required by the Special Permit as amended by the Planning Board provided however in no event shall the number of parking spaces leased hereunder be less than ninety (90) parking spaces, and (ii) in the event the requirements of the Cambridge Zoning Ordinance and/or other laws, rules or regulations related to the parking requirements applicable to the Property permit the Tenant to reduce the number of parking spaces under the Special Permit and the Special Permit is so amended, then this Lease shall be amended to reduce the number of

parking spaces leased by Tenant from Landlord from one hundred thirty (130) spaces to a mutually agreeable number in this Paragraph 1, which shall not be less than the number of parking spaces required by the Special Permit as amended; and all references in this Lease and any exhibits thereto shall be amended to reflect the mutually agreed upon number of parking spaces to be Leased to Tenant by Landlord as provided in the such amendment to the Lease ("The Amended Lease"). In the event that the number of parking spaces required by the Special Permit is reduced and this Lease is amended, the Tenant agrees that it will, at no additional cost or liability to Tenant, in good faith, notify any of the tenants and employees at One Canal Park who desire to rent parking spaces over and above the minimum number of parking spaces required by the Special Permit, of the existence of the Parking Facility and the potential availability of such parking spaces at the then current market rate for the Parking Facility from the Landlord. The immediately preceding sentence shall not apply in the event either Landlord or Tenant has exercised its option to terminate this Lease as hereinafter provided. This Lease is for a five year term to commence on JUNE 21, 2013 ("Term"), and shall be extended and renewed for additional Terms of five years per Term, for a total of 12 additional Terms, unless sooner terminated by either party as hereinafter set forth. Either party may terminate this Lease for any reason at any time with three years prior written notice. In the event that the Lease is terminated under the aforementioned provision, the Landlord agrees, in good faith, to cooperate with the Tenant, if Tenant attempts to procure a different lease for parking spaces for the Tenant either from another party which has parking spaces in a parking facility which meet zoning requirements for the Property, or from a future owner or long term lessee of the Parking Facility. In such event, and if necessary, Landlord will cooperate with Tenant in its application to modify the Special Permit or the permits, licenses or approvals then in effect for such other parking facility as may be necessary to allow for the Tenant to satisfy its zoning requirements.

2. Tenant covenants to pay Landlord, during the entire Term, payable in advance, on the first day of every calendar month during any Term of this Lease, an amount equal to the standard commercial monthly parking rate per space paid to the Landlord by other private sub-lessees or monthly users of the Parking Facility ("Rent") for a seven day per week, 24 hour per day rate, for one hundred thirty (130) parking spaces. If available, additional spaces, at either the five or seven day per week rate, may be leased at the standard commercial monthly rates available to other users of the Parking Facility and under the same terms and conditions of this Lease. The Landlord reserves the right to eliminate any 5 day per week rate with respect to the entire Parking Facility, in which case all spaces shall be leased to Tenant at the 7 day per week rate. Except as otherwise set forth herein, Tenant will pay the Rent without set-off, deduction or demand to the Landlord at its Traffic, Parking and Transportation Department, or at such other place as is designated in writing from time to time by Landlord. Any late payments shall accrue interest at the "prime rate" from time to time established by the Bank of America, plus two percent per annum, and which shall be compounded monthly.

3. Tenant, and any of its agents, customers, property managers, assignees, contractors, servants, or affiliates, or its lessees' agents, property managers, assignees, customers, contractors, servants, employees, tenants, subtenants, occupants, invitees, or affiliates who shall use the Parking Facility (hereinafter collectively "Users" or "User"), shall use the spaces and/or accessories for the spaces such as cards, microchips, stickers, or anything else related to the Parking Facility, for the parking and storing of Vehicle(s) for uses accessory to the One Canal Park Building, City of Cambridge Assessor's Parcel Number 008-076, with an address of 1 Canal Park, in Cambridge, Massachusetts ("Property"), and for no other purpose. If Tenant has mortgaged the Property to any persons or entities (hereinafter either singular or plural designated as "Lender"), then Tenant shall provide the Landlord notice as to any such Lender as provided in Paragraph 17 hereto, and failure to provide notice or to update such information shall relieve the Landlord of any notice or other obligations with respect to any such Tenant's Lender. Tenant hereby notifies Landlord that as of the date hereof the Tenant has mortgaged the Property to the following Lender: Wells Fargo Bank N.A., as Trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2007-EOP, Any personal property that is in Vehicle(s) while said Vehicle(s) are in the Parking Facility shall be stored at Tenant's and Users' full risk, and Tenant and Users shall not store any dangerous or hazardous property or materials in their Vehicle(s) while in the Parking Facility. Tenant shall require, by contract or otherwise, any and all Users to comply with the terms and conditions of this Lease. Landlord shall have the right to revoke, suspend or cancel, electronically or otherwise, any parking card or any parking privilege of any User(s) ("Card Suspension Right") in the event of any violation by any such user(s) of any of the terms of the Lease and/or the Rules and Regulations set forth on this Lease or other amended or additional rules and regulations as Landlord may from time to time adopt (each instances a "User Violation") which amendments or additions shall be provided to Tenant in writing within 30 days of the adoption of such amendments or additions ("Rules and Regulations"), but payments pursuant to this Lease shall not be stopped based upon such revocation, suspension or cancellation. Notwithstanding anything contained herein, Landlord shall not have any right to terminate this Lease following a User Violation, but instead shall be entitled to exercise its Card Suspension Right with respect to any such User until such User Violation is cured (including but not limited to payment by such User of any fines accompanying any such User Violations). In the event any such User does not cure a User Violation to the reasonable satisfaction of Landlord within forty-five (45) days following such User Violation, then provided Tenant first cures any such User Violation which is curable to the reasonable satisfaction of Landlord, which Tenant shall be under no obligation to do, Tenant may designate a substitute User for such parking card or parking privilege. Tenant shall cause all Users to sign an agreement for adherence to the rules of the parking facility and indemnification of the Landlord for any damages caused by such Users, in a form to be provided by the Landlord and which is attached hereto as Exhibit C, and which may from time to time be amended by Landlord, provided that all users shall be provided with written notice of any such amendments and such amendments shall be of general applicability to all users of the Parking Facility.

4. The Landlord's garage manager for the Parking Facility ("Garage Manager"), shall be required to carry insurance to the Parking Facility. Tenant may make a claim under such insurance, but Landlord makes no guarantee that coverage will be provided to Tenant, and Landlord shall not be liable to Tenant for any lack of coverage by any such insurance, lack of existence of such insurance, or failure to have a Garage Manager (due to procurement issues or otherwise). The Landlord recommends that the Tenant retain its own insurance, and Landlord shall not be liable or responsible to Tenant or Users, except to the extent of Landlord, or Landlord's employees' gross negligence or willful misconduct, for any defects or change of condition in any area of the Parking Facility or for any damage to any property or person incurred at any time while in the Parking Facility or as a result of or related to the using or being in the Parking Facility, from fire, gas, electricity or explosion, or from water, rain or snow which may leak into, issue or flow from or into, any part of the Parking Facility, or from any other place or quarter; or incurred in any other way or manner; nor shall the Landlord be liable for damage, destruction, loss or theft of any Vehicle stored in the Parking Facility, or of any other personal property belonging to Users stored or left in the Vehicles and/or in the Parking Facility, whether the damage, destruction, loss or theft shall be caused by or be due to the negligence of the Landlord, the Landlord's agents, servants, employees, contractors, consultants, or invitees, or not. Landlord shall not be liable for any damage or injury to the person or property of Users caused by any other tenant or third person within the Parking Facility.

5. Landlord shall not be responsible for omissions, failures or delays resulting from accidents or breakdowns of Landlord's building or equipment, damages due to the elements, strikes, lockouts, or other "labor troubles" or other failures due to causes beyond the control of the Landlord, subject to the provisions of Paragraph 11. Landlord agrees that the Parking Facility will be maintained and operated in accordance with applicable laws, rules and regulations, and that it shall request that any garage manager for the Parking Facility remove snow, sand, and provide lighting and access to the Parking Facility. The Landlord shall not be held liable for any failure of such maintenance or duties, or for natural or unnatural accumulations of snow or ice, and any injuries or property damage as a result of any such failures or breaches or accumulations of snow or ice shall be pursued solely against the Garage Manager or its insurance carrier, if any. Notwithstanding anything to the contrary contained in this Section 5, if the parking spaces or any number of them are not accessible, are not available for use, or are unable to be used ("Interruption of Use"), at any time by reason of any interruption in services required to be provided by Landlord, breach of Landlord's obligations hereunder, or for any other reason within the reasonable control of Landlord and such continues for seven (7) consecutive days, then the rental charges shall be suspended on a per space basis until such time as all of the 130 parking spaces leased, are accessible, available and able to be used.

6. Users shall not request the Landlord or the Landlord's employees, contractors, property or garage managers or their agents or invitees to drive Vehicle(s) within or without the Parking Facility.

7. Users shall observe faithfully and comply strictly with the Rules and Regulations, which are deemed by the parties to be incorporated by reference in this Lease.

8. Tenant agrees that it shall not assign or sublease its interest in this Lease, to any person or entity other than (i) to a parent, subsidiary or affiliated entity of Tenant, (ii) to any purchaser of the Property or (iii) to any lender on the Property, who has executed and delivered to the Landlord the recognition agreement in substantially the form attached hereto as Exhibit "A" (the "Recognition Agreement") Any assignment or sublease under (i), (ii) or (iii) above shall not occur until all defaults under this Lease shall have been cured to the reasonable satisfaction of the Landlord, which Landlord shall confirm in writing and if applicable by execution of the Recognition Agreement. Any transfer other than a transfer pursuant to (i), (ii) and/or (iii) above shall be subject to the requirement that Tenant obtain the prior written consent of Landlord in each instance. For any transfer, requiring Landlord's consent as hereinabove set forth, Tenant shall promptly request consent to assign or transfer its interest in this Lease, which consent shall not be unreasonably withheld, conditioned nor delayed by Landlord after all defaults under this Lease have been cured to the reasonable satisfaction of the Landlord. Notwithstanding the foregoing, Tenant agrees to timely notify Landlord in writing of any potential transfer of property interest in the Property.

9. Landlord's sole obligation to the Tenant is to provide the parking spaces within the Parking Facility and the Landlord has no other obligations toward Tenant or Users and makes no warranties, representations or guarantees either express or implied in law or in fact to Tenant or Users.

10. If:

(A) Tenant or Users fail to comply with any term, covenant, obligation, payment or condition expressed in this Lease or reasonably to be implied hereunder; or

(B) Tenant is declared bankrupt or insolvent according to law; or

(C) Tenant makes an assignment of his property for the benefit of creditors or is sold or purchased by another person or entity, unless such entity is a Lender, assignee of a Lender, or purchaser at a foreclosure sale, and such party signs the recognition agreement attached hereto as Exhibit "A," subject to the provisions of Paragraph 8 hereto;

then, notwithstanding any waiver of any prior breach of any of said terms, covenants, obligations, or conditions (a "Default"), the Landlord may, after providing the Tenant and its Lender notice as set forth under Paragraph 17 of this Lease of such failure, bankruptcy, insolvency, assignment or other breach, ("Default Notice"), and provided Tenant has not cured any such breach within thirty (30) days of the Landlord's sending any such Default Notice, and provided all lenders of which Landlord has received prior notice of from Tenant, have following the expiration of such thirty (30) days have also been sent a copy of any such Default Notice and such Lender(s) have not cured such Default within sixty (60) days following the Landlord's sending of such Default Notice,

then Landlord may at any time following the expiration of such sixty (60) day period terminate this Lease without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach or any of said terms, conditions, covenants and obligations, and upon termination as aforesaid the then balance of the rent for the unexpired Term shall be due and payable immediately forthwith without demand and notice. Landlord agrees that it will accept any cure of a Default offered by any Lender and treat such cure the same as if Tenant had cured such Default itself. Tenant agrees to pay to Landlord as damages on demand all reasonable costs incident to legal proceedings (including reasonable attorneys' fees and costs) and expenses related to towing and moving Users' Vehicle(s) and storing same which Landlord may incur as a consequence of the happening of any of the events enumerated in this Paragraph 10. Any amounts due hereunder shall be considered an immediate lien upon the Property, which lien shall have priority over any lien held by a Lender.

11. In case of fire or other damage or issue related to the Parking Facility not caused by Users, the Landlord shall cause the damage to the area of the Parking Facility actually unfit for parking to be repaired in a reasonable time, the rental charges shall be suspended on a per space basis while the repairs are being made if Tenant is unable to completely utilize the 130 parking spaces leased, but Tenant shall pay for the spaces that it is able to use during repair or rebuilding of the Parking Facility. If the parking area within the Parking Facility shall be so damaged that the Landlord shall decide not to rebuild, the privilege hereby granted to the Tenant shall come to an end.

12. Tenant agrees to abide (and to instruct and contract with Users to abide) by Rules and Regulations (which are non-discriminatory and are applicable to all users of the Parking Facility and are reasonably necessary for the operation and maintenance of the Parking Facility) which may be adopted by Landlord from time to time; (provided Landlord gives at least thirty (30) days prior written notice of such Rules and Regulations to Tenant, except for those related to snow and ice removal, and/or other maintenance or repairs which are governed by the provisions below) including but not limited to those attached hereto as Exhibit "B," and failure to do so shall entitle Landlord to move, tow or remove Users' Vehicles to facilitate compliance with such Rules and Regulations, including but not limited to Rules and Regulations related to snow and ice removal and/or other maintenance or repairs, upon 3 days' written notice to the Tenant, but without notice in the event of an emergency. Landlord shall not be liable for any injury or damage to person or property of Tenant or Users caused by such moving, towing or removal of such Vehicles.

13. This Lease is subject and subordinate to all ground or underlying leases and mortgages and advances there under which may now or hereafter affect the real property of which the Parking Facility forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof.

14. Users shall comply with all requirements of all laws, orders, ordinances and regulations of the Federal, State, County and Municipal authorities and with any direction pursuant to law of any public officer or officers which shall impose any duty upon

Landlord or Users with respect to the Parking Facility. Users shall comply with all rules, orders, regulations or requirements of the National Board of Fire Underwriters or any other similar body.

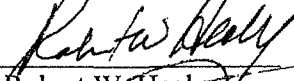
15. The Landlord and the Landlord's agents may enter upon the Parking Facility at all reasonable times to examine the same and make such repairs as Landlord may deem necessary or desirable. If the removal of Users' Vehicle(s) is necessary for such examination or repairs, Landlord is hereby authorized to effect such removal and Landlord shall not be liable for any damage or injury caused by such removal.

16. It is understood and agreed by both parties hereto that the Landlord shall not be required to render or give, or cause to be given any service whatsoever to Users; this being a lease for storage of Vehicles only. It is expressly understood that the Landlord is not obligated to provide a caretaker at the Parking Facility and may choose, in its sole discretion, to hire a garage manager or not; Users shall store the Vehicle(s) at their own risk, and the Landlord shall not be responsible for the theft of or damage to Vehicle(s) of Users or any belongings or contents in said Vehicles belonging to Users.

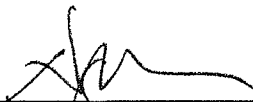
17. Any notice or demand, including but not limited to any notice related to the existence and/or updated address of a Lender, by Tenant to Landlord shall be served in hand by constable or by receipt of registered or certified mail addressed to Landlord, to the attention of the City Manager, City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, 02139, with copies to the City Solicitor, at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, 02139, and to the Director of Traffic, Parking and Transportation, at 344 Broadway, Cambridge, Massachusetts, 02139, until otherwise directed in writing by Landlord, and any notice or demand by Landlord to Tenant including any notice of default under any section of this Lease shall be served by regular mail or in hand by constable addressed to Tenant at the address listed above until otherwise directed in writing by Tenant with a copy to all Lenders which Landlord has previously received notice of their existence from Tenant. Any payments for parking spaces shall be directed to the Director of the Traffic, Parking and Transportation Department, at 344 Broadway, Cambridge, Massachusetts, 02139, unless otherwise specified by Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, the original as a sealed instrument on the day and year first above written.

Landlord: City of Cambridge

By: 
Robert W. Healy
City Manager

Approved As To Form:



Nancy E. Glowa,
Acting City Solicitor

Tenant: MA-One Canal Park, LLC


By: 
Matthew H. Koritz
Vice President - Legal

EXHIBIT A

FORM OF RECOGNITION AGREEMENT

This Recognition ("Agreement") is executed as of _____, 2013 by and among the City of Cambridge, a Massachusetts municipal corporation organized under the laws of the Commonwealth of Massachusetts with an address of City of Cambridge, c/o City Manager, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 ("Landlord") and MA-One Canal Park, LLC, a Delaware limited liability company with a principal business address of 2 N. Riverside Plaza, Suite 2200, Chicago, Illinois 60606, a mailing address of Equity Office Properties, c/o MA-One Canal Park, LLC Property Manager, 125 Summer Street, Suite 1701, Boston, MA 02110 ("Tenant") in favor of Wells Fargo Bank, N.A., as Trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2007-EOP (which may be executed on, before or after the date hereof) ("Lender"). Reference is made to that certain Lease dated as of _____, 2013 between Landlord and Tenant with respect to one hundred thirty (130) parking spaces (the "Parking Spaces") in the East Cambridge Garage located on First Street in Cambridge, Massachusetts (the "Lease"). As Lender has lent or will lend certain sums to Tenant, which are to be secured, in part, by a certain Mortgage, Security Agreement and Fixture Financing Statement, including any amendments, revisions, modifications, renewals, extensions or replacements thereof (i) on the property located at One Canal Park, Cambridge, Massachusetts 02141 (the "Property"), (the "Mortgage") and/or (ii) on Tenant's or its assignee's interest in the Parking Spaces under the Lease (the "Leasehold") (the "Leasehold Mortgage"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assent.** Landlord does hereby assent to the following assignment of Tenant's rights in and to the Lease in connection with such Mortgage and/or such Leasehold Mortgage.
2. **Estoppel.** As of the date of this Agreement, the Lease is in full force and effect, and neither Landlord nor Tenant is in default. There has been no material change in the terms of the Lease, other than Lease Change(s) as defined in paragraph 4 below.
3. **Limitations on Landlord's Right to Terminate.** Until all obligations of Tenant to Lender under the Mortgage and the Leasehold Mortgage shall have been completely paid and performed (the "Loan Obligations"), and the Mortgage and the Leasehold Mortgage shall have been discharged, Landlord shall not take any action to terminate the Lease or exercise any other remedy for default in the obligations of Tenant thereunder without first complying with the requirements of Paragraph 5 hereof.
4. **No Modifications.** Until the Loan Obligations shall have been completely paid and performed, and the Mortgage and the Leasehold Mortgage shall have been discharged, neither Landlord nor Tenant shall amend or modify the Lease ("Lease Changes") without thirty (30) days prior written notice sent to Lender in accordance with the provisions of Section 9 of this Agreement if such Lender has signed this Agreement,

any such Lease Changes without Landlord or Tenant sending Lender thirty (30) days prior written notice shall not be binding on Tenant's Lender.

5. Additional Lender Protection Provisions. Prior to commencing with any remedies related to default under the Lease, Landlord shall send to Lender, by certified or registered mail a true, correct and complete copy of any notice to Tenant of a default by Tenant under the Lease, addressed to Lender at the address specified in Paragraph 9 hereof or, if different, the address, if any, last furnished to Landlord by such Lender as provided in Paragraph 9 hereof. No notice by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so sent by Landlord. Landlord agrees to accept performance and compliance by Lender to cure any default. If such performance or compliance is not completed within sixty (60) days of the sending of notice of default, then the Landlord may immediately proceed with any remedies for default as contained in the Lease, and Lender agrees to the terms and procedures for default contained in the default provisions in Paragraph 10 of the Lease.

6. Permitted Transfers.

(i) It is acknowledged that the Mortgage or the Leasehold Mortgage may be assigned by Lender in accordance with their terms. Notwithstanding anything stated to the contrary in the Lease, the following transfers shall be permitted and shall not require the approval or consent of Landlord:

(A) A transfer of the Property or the Leasehold at foreclosure sale under the Mortgage or under the Leasehold Mortgage, whether pursuant to the power of sale contained therein or a judicial foreclosure decree, or by an assignment in lieu of foreclosure, or

(B) Any subsequent transfer by Lender or its nominee or designee if Lender, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure.

(ii) Any such transferee shall be liable to perform the obligations of Tenant under the Lease only so long as such transferee holds title to the Property, and/or the Leasehold, provided that upon any conveyance of title, such transferee's transferee shall assume and agree to perform all of the obligations under the Lease; provided further, that the liability of any Lender that obtains title to the Property or the Leasehold shall be limited to Lender's interest in the Property or the Leasehold, as the case may be.

7. Estoppel Certificates. Landlord shall, at Tenant's request and at Tenant's expense or at Lender's request and at Lender's expense, as the case may be, execute and/or deliver to any person, firm or entity specified by Tenant or by Lender (i) provided that such be the case, a letter stating that the Lease is in full force and effect, that Tenant is not in default under the Lease, that the Lease has not been modified or supplemented in any way other than in Lease Changes, and (ii) shall acknowledge, provided that such be the case, in said letter that copies of the Lease and any documents evidencing Lease

Change(s) attached to said letter are true, correct and complete copies thereof, after Tenant or Lender provides such letter and attachments to Landlord for review and approval.

8. New Lease to Lender. If the Lease is terminated because of Tenant's default thereunder or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Lease by a trustee in bankruptcy), then Lender may request a new lease of the Leasehold (the "New Lease") by written notice to Landlord received by Landlord within thirty (30) days after such termination, if the Lender cures any default and pays any moneys owed, including any interest, reasonable attorneys' fees and costs, as determined by Landlord within such thirty (30) days. Upon any such request, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the Term of the Lease, effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Lease.

(ii) The New Lease shall be executed by Landlord within thirty (30) days after receipt by Landlord of notice of Lender's or such other acquiring person's request to enter into a New Lease, after the defaults described above have been cured.

(iii) Any New Lease and the leasehold estate created thereby shall, subject to the same conditions contained in the Lease and in this Agreement, continue to maintain the same priority as the Lease with regard to any Mortgage or any other lien, charge or encumbrance affecting the Premises.

9. Notices. Any notices required or permitted hereunder shall be in writing and shall be sent by certified or registered first class mail and addressed as follows:

If to Tenant:

MA-One Canal Park, LLC
c/o Equity Office Properties
2 N. Riverside Plaza, Suite 2200
Chicago, Illinois 60606

And with a copy to:

MA-One Canal Park, LLC
c/o Equity Office Properties
125 Summer Street, Suite 1701
Boston, Massachusetts 02110
Attention: Property Manager - MA-One Canal Park, LLC

and to:

Hinckley, Allen & Snyder, LLP
28 State Street
Boston, Massachusetts 02109
Attention: David Barry Connolly, Esq.

If to Landlord:

City of Cambridge, Massachusetts
City Manager
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

And with a copy to:

City of Cambridge, Massachusetts
c/o City Solicitor
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

And

City of Cambridge, Massachusetts
c/o Traffic, Parking and Transportation Department
344 Broadway
Cambridge, Massachusetts 02139
Attention: Director of Traffic, Parking and Transportation Department

If to Lender:

Wells Fargo Bank, N.A., as Trustee for the
registered holders of GS Mortgage Securities
Corporation II, Commercial Mortgage Pass-
Through Certificates, Series 2007-EOP
c/o Bank of America, N.A.
Capital Markets Servicing Group
900 West Trade Street, Suite 650
Mail Code: NC1-026-06-01
Charlotte, North Carolina 28255

And with a copy to:

Cadwalader, Wickersham & Taft LLP
227 West Trade Street
Charlotte, NC 28202
Attention: Matthew Robertson

or to such other address as any party may designate by written notice to the other parties.

10. Continued Effectiveness of this Agreement. The terms of this Agreement, and the rights and obligations of Lender, Landlord and/or Tenant arising hereunder shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of any of the Loan Obligations; (b) the validity or enforceability of any document evidencing or securing the Loan Obligations; (c) the release, sale, exchange for surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (d) any exercise or nonexercise of any right, power or remedy under or in respect of the Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Loan Obligations, all whether or not any Landlord, Lender or Tenant shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto. Notwithstanding any of the foregoing, Landlord shall only be required to send notice to the entities referenced in Paragraph 9 hereto and/or any other entities of which Landlord has been provided written notice pursuant to Paragraph 9 of their identity and address, for all purposes related to this Agreement and the Lease.

11. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Executed as a sealed instrument under the laws of the Commonwealth of Massachusetts, as of the date first above written.

LANDLORD:

**CITY OF CAMBRIDGE,
MASSACHUSETTS,**

By: _____
Robert W. Healy, City Manager

Approved As To Form:

Nancy E. Glowa,
Acting City Solicitor

TENANT:

**MA-ONE CANAL PARK, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

LENDER:

WELLS FARGO BANK, N.A.,
as Trustee for the registered holders
of GS Mortgage Securities
Corporation II, Commercial
Mortgage Pass-Through Certificates,
Series 2007-EOP, being the holder of
a mortgage dated February 9, 2007

By: Bank of America, N.A.,
a national banking
association, as master
servicer

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert W. Healy, City Manager of the City of Cambridge, Massachusetts, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said City of Cambridge, Massachusetts, on the day the same bears date.

Given under my hand and official seal this ___ day of _____, 2013.

Notary Public
My commission expires: _____

AFFIX SEAL

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MATHEW KIRITZ, VP-LEGAL of MA-ONE CANAL PARK, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said MA-ONE CANAL PARK, LLC, on the day the same bears date.

Given under my hand and official seal this 20TH day of MAY, 2013.



Melissa Mabon

Notary Public
My commission expires: 6/21

AFFIX SEAL

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, _____ of _____, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said _____, on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2013.

Notary Public
My commission expires: _____

AFFIX SEAL

EXHIBIT B

Rules and Regulations

As of May , 2013

A. Users shall not keep or store in their Vehicle(s) while they are in or on the Parking Facility any inflammable or explosive substance (other than the gasoline ordinarily stored in a gasoline tank for the Vehicle) nor any intoxicating liquors or fire arms.

B. Users shall use only the modes of access to the Parking Facility as are designated and authorized by Landlord.

C. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the Parking Facility without the prior written consent of Landlord.

D. Users shall not permit any wash, wax, or repair of their Vehicle(s), which shall include but not be limited to any oil change, adding or removing fluid including windshield washer fluid, water, or the cleaning out of the interior of the Vehicle(s).

E. Users shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Parking Facility or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.

F. Tenant must, upon the termination of its tenancy, restore to Landlord all modes of access to the Parking Facility including but not limited to all keys, cards, microchips, stickers, or other devices provided to Tenant or Users.

G. Tenant and/or Users shall not engage or pay any employees in the Parking Facility, nor advertise for laborers giving an address at the Parking Facility.

H. The Parking Facility shall not be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

I. Canvassing, soliciting and peddling in the Parking Facility are prohibited.

J. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Parking Facility (as defined in the Lease) shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Parking Facility.

K. No trash, garbage, rubbish or other waste shall be accumulated in or around the Parking Facility.

L. Users shall not mark, paint, drill into, or in any way deface any part of the Parking Facility. No boring, cutting or stringing of wires shall be permitted.

M. No animals (except service animals) of any kind shall be brought into or kept in or about the Parking Facility. Bicycles must be stored in bicycle racks, furnished for such purpose by Landlord. Users shall not cause or permit any unusual or objectionable odors to emanate from the Parking Facility.

N. The Landlord reserves the right to change any of the foregoing Rules and Regulations by rescinding or amending, or to make such other Rules and Regulations as are deemed necessary by it.



55 First Street
Cambridge, Ma 02140

Ph 617-349-4754 / Fax 617-349-4768

MONTHLY PARKING AGREEMENT

Location:
Key Card #:
Key Card Charge \$:
Monthly Rate \$:

Date: _____

- Employer Pays Individual Pays
 Parker Update Vehicle Update

Name of Parker: _____

Name of Company: _____ Company Address: _____

Billing Address: _____

City, State, Zip: _____

Work Phone: _____ Home/Cell: _____

Email Address: _____

PRIMARY VEHICLE:

PLATE		MAKE		MODEL
COLOR		STATE		YEAR

SECONDARY VEHICLE:

PLATE		MAKE		MODEL
COLOR		STATE		YEAR

I UNDERSTAND THAT:

- If I am a keycard holder, I understand that I must pay for the initial keycard and I understand that I must pay for any lost or stolen keycard. These replacement costs or fees are subject to change.
- If I pay by check, and it is returned for any reason, I must pay the returned check fee.
- Month to month payments are due by the first business day of each month. Any partial use of monthly parking privileges makes the holder liable for fees for the entire month. Cancellation of parking privileges is the responsibility of the monthly parker. Any and all payments are non-refundable.
- Monthly parking is non-transferable.
- This agreement is not a lease, and no bailment is created between the holder of a keycard and the City of Cambridge, or its agents or employees, with respect to the holder's motor vehicle or any personal property contained in the vehicle. This agreement grants the holder a personal license to park a motor vehicle at this facility, at the holder's own risk and in accordance with the terms of this agreement. The license granted shall not be assigned by the holder.
- The City of Cambridge, its agents and employees, are not responsible for any loss or damage to any motor vehicle, or its contents, by fire, theft, collision or any other cause, or for anything contained in any vehicle. It is the holder's responsibility to remove all items of value from the vehicle. The holder hereby releases the City of Cambridge, and its agents and employees from any and all responsibility in connection with the holder, the holder's motor vehicle and the holder's other personal property. In the event that the holder suffers any loss to person or property, the holder shall look solely to his or her insurance coverage, if any, and shall make no claim whatsoever against the City of Cambridge.

By signing this document, I acknowledge I have read and fully understand all conditions set forth above and I am aware of understand the City of Cambridge Rules Governing Use of Parking Facilities.

Signature of Parker: _____ Date: _____

(Office use only)

Comments:	Effective date: _____
	Accepted by: _____

